

RESOLUTION NO. 69-2018

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MESQUITE, TEXAS, AUTHORIZING THE CITY MANAGER TO FINALIZE AND EXECUTE A DEVELOPMENT AGREEMENT WITH MM MESQUITE 50, LLC, REGARDING THE DEVELOPMENT OF APPROXIMATELY 56.11 ACRES OF LAND GENERALLY LOCATED NORTH OF RODEO DRIVE, SOUTH OF SCYENE ROAD (ALSO KNOWN AS HIGHWAY 352), EAST OF STADIUM DRIVE AND WEST OF RODEO CENTER BOULEVARD WITHIN THE CORPORATE LIMITS OF THE CITY OF MESQUITE, TEXAS, AS A MIXED USE DEVELOPMENT CONSISTING OF RETAIL, RESTAURANT, OFFICE, RESIDENTIAL COMPONENTS AND OTHER ASSOCIATED USES, AND BEING COMMONLY REFERRED TO AS "IRON HORSE VILLAGE"; AUTHORIZING THE CITY MANAGER TO TAKE SUCH ACTIONS AND EXECUTE SUCH DOCUMENTS AS ARE NECESSARY TO CONSUMMATE THE TRANSACTIONS CONTEMPLATED BY THE AGREEMENT; AUTHORIZING THE CITY MANAGER TO ADMINISTER THE AGREEMENT ON BEHALF OF THE CITY; AND PROVIDING A SEVERABILITY CLAUSE.

WHEREAS, the City Council has been presented with a proposed Iron Horse Development Agreement between the City of Mesquite, Texas (the "City"), and MM MESQUITE 50, LLC, regarding the development of approximately 56.11 acres of land generally located north of Rodeo Drive, south of Scyene Road (also known as Highway 352), east of Stadium Drive and west of Rodeo Center Boulevard within the corporate limits of the City as a mixed use development consisting of retail, restaurant, office, residential components and other associated uses, and being commonly referred to as "Iron Horse Village," a copy of said agreement being attached hereto as Exhibit "A" and incorporated herein by reference (the "Agreement"); and

WHEREAS, upon review and consideration of the Agreement and all matters related thereto, the City Council finds that the terms and provisions of the Agreement are 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 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 hereby approves the Agreement and hereby authorizes the City Manager to execute the Agreement in substantially the form attached hereto as Exhibit "A" and made a part hereof for all purposes.

SECTION 3. That the City Manager is hereby authorized to take such actions and execute such documents as are necessary to consummate the transactions contemplated by the Agreement and is further authorized to administer the Agreement on behalf of the City including, without limitation, the City Manager shall have the authority to: (i) provide any notices and estoppels required or permitted by the Agreement; (ii) approve amendments to the Agreement provided such amendments, together with all previous amendments approved by the City Manager, do not increase City expenditures under the Agreement in excess of \$50,000; (iii) consent to the assignment of the Agreement under the terms and pursuant to Section 16.03(a) and/or Section 16.03(c) of the Agreement; (iv) approve or deny any matter in the Agreement that requires the consent of the City provided, however, notwithstanding the foregoing, any provision of the Agreement that requires the consent of the City Council pursuant to the terms of the Agreement shall require the approval of the City Council; (v) approve or deny the waiver of performance of any covenant, duty, agreement, term or condition of the Agreement; (vi) exercise any rights and remedies available to the City under the Agreement; and (vii) execute any notices, estoppels, amendments, approvals, consents, denials and waivers authorized by this Section 3 provided, however, notwithstanding anything contained herein to the contrary, the authority of the City Manager pursuant to this Section 3 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.

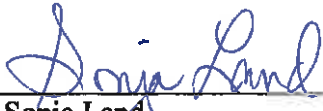
SECTION 4. The sections, paragraphs, sentences, clauses and phrases of this Resolution are severable and, if any phrase, clause, sentence, paragraph or section of this Resolution should be declared invalid, illegal or unenforceable by the final judgment or decree of any court of competent jurisdiction, such invalidity shall not affect the validity 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 provision had never been included in the 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

APPROVED BY CITY COUNCIL

DATE 11.19.2018

AGENDA ITEM NO. 16

**IRON HORSE
DEVELOPMENT AGREEMENT**

BETWEEN

MM MESQUITE 50, LLC

AND

THE CITY OF MESQUITE, TEXAS

Dated: November 19, 2018

TABLE OF CONTENTS

Page

ARTICLE I

DEFINITIONS

ARTICLE II

IRON HORSE DEVELOPMENT

Section 2.01.	Scope of Agreement.....	7
Section 2.02.	Project Overview – Iron Horse Development.....	7

ARTICLE III

PUBLIC IMPROVEMENT DISTRICT

Section 3.01.	Creation.....	8
Section 3.02.	Issuance of PID Bonds.....	8
Section 3.03.	Distribution of PID Bond Proceeds	9
Section 3.04.	Apportionment and Levy of Assessments.....	9
Section 3.05.	Developer Cash Contribution.....	10
Section 3.06.	Transfer of Property	10

ARTICLE IV

TIRZ

Section 4.01.	Tax Increment Reinvestment Zone	10
Section 4.02.	TIRZ Fund.....	10

ARTICLE V

CITY TRACT

Section 5.01.	City Tract Agreement.....	11
Section 5.02.	City Tract Economic Development Agreement.....	11

ARTICLE VI

DEVELOPMENT

Section 6.01.	Full Compliance with City Standards	11
Section 6.02.	Development Standards and Concept Plan	12
Section 6.03.	Property Acquisition	12
Section 6.04.	Zoning of the Property	12

Section 6.05.	Conflicts	14
Section 6.06.	Replat	14
Section 6.07.	Specific Elements of the Development	14

ARTICLE VII

DEVELOPMENT CHARGES

Section 7.01.	Plat Review Fees	15
Section 7.02.	Plan Review and Permit Fees.....	15
Section 7.03.	Inspection Fees	15
Section 7.04.	Impact Fees	15

ARTICLE VIII

CONSTRUCTION OF THE PUBLIC IMPROVEMENTS

Section 8.01.	Designation of Construction Manager, Construction Engineers.....	16
Section 8.02.	Construction Agreements.....	17
Section 8.03.	Project Scope Verification	18
Section 8.04.	Joint Cooperation; Access for Planning and Development.....	18
Section 8.05.	City Not Responsible	18
Section 8.06.	Construction Standards and Inspection.....	18
Section 8.07.	Public Improvements to be Owned by the City – Title Evidence.....	19
Section 8.08.	Public Improvement Constructed on City Land or the Property	19
Section 8.09.	Additional Requirements	19
Section 8.10.	Revisions to Scope and Cost of Public Improvements	21
Section 8.11.	City Police Powers	21
Section 8.12.	Title and Mechanic’s Liens	21
Section 8.13.	City Consents	21
Section 8.14.	Right of the City to Make Inspection.....	22
Section 8.15.	Competitive Bidding	22

ARTICLE IX

PAYMENT OF PUBLIC IMPROVEMENTS

Section 9.01.	Overall Requirements.....	22
Section 9.02.	Remaining Funds after Completion of a Public Improvement	23
Section 9.03.	Payment Process for Public Improvements	23
Section 9.04.	Public Improvements Reimbursement from Assessment Fund In the Event of a Non-Issuance of PID Bonds	24
Section 9.05.	Rights to Audit	25

ARTICLE X

REPRESENTATIONS AND WARRANTIES

Section 10.01.	Representations and Warranties of City.....	25
Section 10.02.	Representations and Warranties of Developer	26

ARTICLE XI

MAINTENANCE OF LANDSCAPE IMPROVEMENTS

Section 11.01.	Mandatory Property Owners' Association.....	27
Section 11.02.	Fencing.....	28

ARTICLE XII

TERMINATION EVENTS

Section 12.01.	Developer Termination Events	28
Section 12.02.	City Termination Events	28
Section 12.03.	Termination Procedure.....	29
Section 12.04.	City Actions Upon Termination.....	29

ARTICLE XIII

TERM

ARTICLE XIV

DEFAULT AND REMEDIES

Section 14.01.	Developer Default	30
Section 14.02.	Notice and Cure Period	30
Section 14.03.	City's Remedies	31
Section 14.04.	City Default	31
Section 14.05.	Developer's Remedies	32
Section 14.06.	Limited Waiver of Immunity	32
Section 14.07.	Limitation on Damages	32
Section 14.08.	Waiver	32

ARTICLE XV

INSURANCE, INDEMNIFICATION AND RELEASE

Section 15.01.	Insurance	33
Section 15.02.	Waiver of Subrogation Rights.....	34
Section 15.03.	Additional Insured Status.....	34
Section 15.04.	Certificates of Insurance	34
Section 15.05.	Carriers.....	35
Section 15.06.	INDEMNIFICATION.....	35

ARTICLE XVI

GENERAL PROVISIONS

Section 16.01.	Notices.....	36
Section 16.02.	Make-Whole Provision	36
Section 16.03.	Assignment.....	37
Section 16.04.	Table of Contents; Titles and Headings	38
Section 16.05.	Entire Agreement; Amendment	38
Section 16.06.	Time	38
Section 16.07.	Counterparts	38
Section 16.08.	Severability; Waiver.....	38
Section 16.09.	No Third-Party Beneficiaries	39
Section 16.10.	Notice of Assignment.....	39
Section 16.11.	No Joint Venture	39
Section 16.12.	Estoppel Certificates	39
Section 16.13.	Independence of Action	40
Section 16.14.	Limited Recourse	40
Section 16.15.	Exhibits	40
Section 16.16.	Survival of Covenants	40
Section 16.17.	No Acceleration	40
Section 16.18.	Conditions Precedent	40
Section 16.19.	No Reduction of Assessments.....	40
Section 16.20.	Parking	41
Section 16.21.	Anti-Boycott Verification	41
Section 16.22.	Iran, Sudan and Foreign Terrorist Organizations.....	41
Section 16.23.	Governing Law.....	41
Section 16.24.	Conflict.....	41

Exhibit A-1 – Developer Property Description and Map

Exhibit A-2 - City Tract Description and Map

Exhibit B – Form of Closing Disbursement Request

Exhibit C – Concept Plan

Exhibit D – Home Buyer Disclosure Program

Exhibit E – Landscape Plan

Exhibit F – Form of Payment Certificate

Exhibit G – Public Improvement Costs

Exhibit H – Landowner Consent

Exhibit I – Development Standards

Exhibit J – Peachtree Road Improvements

Exhibit K – Fencing Plan

Exhibit L – Architectural Standards

Exhibit M – Rodeo Improvements

IRON HORSE DEVELOPMENT AGREEMENT

This Iron Horse Development Agreement (this “**Agreement**”), dated as of November 19,, 2018 (the “**Effective Date**”), is entered into between MM Mesquite 50, LLC, a Texas limited liability company (the “**Developer**”), and the City of Mesquite, Texas (the “**City**”), a home-rule city and municipal corporation, acting by and through its duly authorized representative.

Recitals:

WHEREAS, unless otherwise defined: (1) all references to “sections” shall mean to sections of this Agreement; (2) all references to “exhibits” shall mean exhibits to this Agreement which are incorporated as part of this Agreement for all purposes; and (3) all references to “ordinances” or “resolutions” shall mean ordinances or resolutions adopted by the City Council of the City of Mesquite (the “City Council”); and

WHEREAS, the Developer owns a total of approximately 50.794 acres of land within the corporate limits of the City of Mesquite, Texas, described by metes and bounds and depicted in the attached Exhibit A-1 (the “Developer Property”) and the City owns a total of approximately 5.3168 acres of land within the corporate limits of the City described by metes and bounds and depicted in the attached Exhibit A-2 (the “City Tract” and together with the Developer Property, the “Property”); and

WHEREAS, it is intended that the Property will be developed by the Developer as a mixed use development containing retail, restaurant, office and residential components, and other associated uses, in accordance with the applicable City Regulations and PD No. 4595 governing the Property (the “Project”); and

WHEREAS, in order to incentivize the development of the Property and encourage and support economic development within the City and to promote employment, the City desires to facilitate the development of the Property through the financing of certain public infrastructure (the “Public Improvements” as defined herein) and providing certain economic development loans, incentives and grants; and

WHEREAS, in order to finance the Public Improvements, the City Council intends to create a public improvement district coterminous with the boundaries of the Property (the “PID”) in accordance with Chapter 372 Texas Local Government Code, as amended (the “PID Act”) and to extend the term of the Mesquite Rodeo City Reinvestment Zone Number One, City of Mesquite, Texas (the “TIRZ”) for an additional thirty-one (31) years which includes the Property; and

WHEREAS, the City recognizes that financing of the Public Improvements confers a special benefit to the Property within the PID; and

WHEREAS, the City intends to (upon satisfaction of the conditions and in accordance with the terms set forth in this Agreement), adopt the Assessment Ordinance (as defined herein) and adopt the SAP (as defined herein) which provide for the construction, and financing of the Public

Improvements pursuant to the SAP, payable in whole or in part by and from Assessments levied against property within the PID (whether through a cash reimbursement or through an issuance of PID Bonds) and from revenues generated from the TIRZ, as more specifically provided for here and in the SAP; and

WHEREAS, upon satisfaction of the conditions and in accordance with the terms set forth in this Agreement, the City intends to levy Assessments on all benefitted property located within the PID and issue PID Bonds up to a maximum of \$10,200,000 for payment or reimbursement of the of the Public Improvements included in the SAP; and

WHEREAS the payment and reimbursement for the Public Improvements shall be solely from the installment payments of Assessments and/or proceeds of the PID Bonds and revenues from the TIRZ, and the City shall never be responsible for the payment of the Public Improvements or the PID Bonds from its general fund or its ad valorem taxes; and

WHEREAS, the Parties agree that the Public Improvements are also improvements that qualify as projects under Chapter 311, Texas Tax Code, as amended (the "TIRZ Act"); and

WHEREAS, the City recognize the positive impact that the construction and installation of the Public Improvements for the PID will bring to the City and will promote state and local economic development; to stimulate business and commercial activity in the municipality; for the development and diversification of the economy of the State; development and expansion of commerce in the State, and elimination of employment or underemployment in the State;

NOW, THEREFORE, for and in consideration of the mutual agreements, covenants, and conditions contained herein, and other good and valuable consideration, the parties hereto agree as follows:

ARTICLE I

DEFINITIONS

For all purposes of this Agreement, except as otherwise expressly provided or unless the context otherwise requires, the terms defined in this Article have the meanings assigned to them in the Recitals or this Article, and all such terms include the plural as well as the singular.

"Actual Costs" is defined in the Service and Assessment Plan.

"Affiliates" of MM Mesquite 50, LLC means any other person directly controlling, or directly controlled by or under direct common control with the Developer. As used in this definition, the term "control," "controlling" or "controlled by" shall mean the possession, directly, of the power either to (a) vote fifty percent (50%) or more of the securities or interests having ordinary voting power for the election of directors (or other comparable controlling body) of the Developer, or (b) direct or cause the direction of management or policies of the Developer, whether through the ownership of voting securities or interests, by contract or otherwise, excluding in each case, any lender of the Developer or any affiliate of such lender.

"Agreement" has the meaning stated in the first paragraph of this Agreement.

“Annual Installment” means with respect to each parcel subject to Assessments, each annual payment of the Assessments, including any applicable interest, as set forth and calculated in the SAP.

“Applicable Law” means any statute, law, treaty, rule, code, ordinance, regulation, permit, interpretation, certificate or order of any Governmental Authority, or any judgment, decision, decree, injunction, writ, order or like action of any court, arbitrator or other Governmental Authority. Applicable Laws shall include, but not be limited to, City Regulations.

“Architectural Standards” means those architectural standards for the Residential Tract as set forth in the attached Exhibit L.

“Assessment Ordinance” means the City’s ordinance approving the SAP and levying Assessments on the benefitted Property within the PID.

“Assessments” means those certain assessments levied by the City pursuant to the PID Act and on benefitted parcels within the PID for the purpose of paying the costs of the Public Improvements.

“City” means the City of Mesquite, Texas.

“City Regulations” mean City Code provisions, ordinances, design standards, uniform and international building and construction codes, and other policies duly adopted by the City, which shall be applied to the Development, including a planned development district, subject to the Concept Plan, Architectural Standards, and Development Standards attached as Exhibits C, L and I and subject to the provisions of Article VI.

“City Representative” means the City Manager or designee which may include a third party inspector or representative.

“City Tract Economic Development Agreement” means that certain economic development agreement between the City and the Developer relating to the City Tract of the Property, as set forth in Article V herein.

“Closing Disbursement Request” means the Closing Disbursement Request described in Section 4.06, the form of which is attached as Exhibit B.

“Commencement of Construction” shall mean that (i) the plans have been prepared and all approvals thereof required by applicable governmental authorities have been obtained for construction of the applicable improvement, or portion thereof, as the case may be, on the Property; (ii) all necessary permits for the initiation of construction of the improvement, or portion thereof, as the case may be, on the Property pursuant to the respective plans therefore having been issued by all applicable governmental authorities; and (iii) grading of the Property for the construction of the applicable improvement, or portion thereof, as the case may be, has commenced.

“Completion of Construction” shall mean that (i) the construction of the applicable Public Improvement, or portion or segment thereof, as the case may be, benefitting the Property has been substantially completed pursuant to the City’s determination; and (ii) the City has with respect to

applicable Public Improvements accepted the respective Public Improvements or segment or portion thereof.

“Concept Plan” means that certain conceptual drawing of the Iron Horse Development set forth on Exhibit C.

“Construction Agreements” mean the contracts for the construction of the Public Improvements.

“Cost Overruns” means those Public Improvement Project Costs that exceed the budget cost set forth in the SAP plus the Developer Cash Contribution.

“Cost Underruns” means Public Improvement Project Costs that are less than the budgeted cost set forth in the SAP.

“Delinquent Collection Costs” is as defined in the SAP.

“Developer” means MM Mesquite 50, LLC, its successors and permitted assigns.

“Developer Cash Contribution” means that portion of the Public Improvement Project Costs that the Developer is contributing to initially fund the Public Improvements, as set forth in the SAP.

“Development Standards” means those development standards set forth in PD No. 4595 attached hereto and in Exhibit I attached hereto.

“Effective Date” means the date set forth in the first paragraph of this Agreement.

“End Buyer” means any developer, homebuilder, tenant, user, or owner of a Fully Developed and Improved Lot.

“Force Majeure” means any act that (i) materially and adversely affects the affected Party’s ability to perform the relevant obligations under this Agreement or delays such affected Party’s ability to do so, (ii) is beyond the reasonable control of the affected Party, (iii) is not due to the affected Party’s fault or negligence and (iv) could not be avoided, by the Party who suffers it, by the exercise of commercially reasonable efforts. “Force Majeure” shall include: (a) natural phenomena, such as storms, floods, lightning and earthquakes; (b) wars, civil disturbances, revolts, insurrections, terrorism, sabotage and threats of sabotage or terrorism; (c) transportation disasters, whether by ocean, rail, land or air; (d) strikes or other labor disputes that are not due to the breach of any labor agreement by the affected Party; (e) fires; and (f) actions or omissions of a Governmental Authority (including the actions of the City in its capacity as a Governmental Authority) that were not voluntarily induced or promoted by the affected Party, or brought about by the breach of its obligations under this Agreement or any Applicable Law or failure to comply with City Regulations; provided, however, that under no circumstances shall Force Majeure include any of the following events: (u) economic hardship; (v) changes in market condition; (w) any strike or labor dispute involving the employees of the Developer or any Affiliate of the Developer, other than industry or nationwide strikes or labor disputes; (x) weather conditions which could reasonably be anticipated by experienced contractors operating the relevant location;

(y) the occurrence of any manpower, material or equipment shortages; or (z) any delay, default or failure (financial or otherwise) of the general contractor or any subcontractor, vendor or supplier of the Developer, or any construction contracts for the Project Improvement and Public Improvements.

“Fully Developed and Improved Lot” means any lot in the Property, regardless of proposed use, intended to be served by the Public Improvements and for which a final plat has been approved by the City and recorded in the Real Property Records of Dallas County, Texas.

“General Retail Tracts” means those portions of the Property with light commercial uses, office uses and general retail uses; as such uses are defined in PD No. 4595, as depicted on the Concept Plan attached as Exhibit C.

“Governmental Authority” means any Federal, state or local governmental entity (including any taxing authority) or agency, court, tribunal, regulatory commission or other body, whether legislative, judicial or executive (or a combination or permutation thereof) and any arbitrator to whom a dispute has been presented under Applicable Law, pursuant to the terms of this Agreement or by agreement of the Parties.

“Home or Property Buyer Disclosure Program” means the disclosure program, administered by the Assessment Company as set forth in a document in the form of Exhibit D (which form shall not be modified by any Party without the consent of the other party after the sale of PID Bonds) that establishes a mechanism to disclose to each End Buyer the terms and conditions under which their lot is burdened by the PID.

“Impositions” shall mean all taxes, assessments, use and occupancy taxes, sales taxes, charges, excises, license and permit fees, and other charges by public or governmental authority, which are or may be assessed, charged, levied, or imposed by any public or governmental authority on Developer, or any property or any business owned by Developer within City.

“Impact Fees” means all roadway impact fees relating to the Public Improvements in each case assessed, imposed and collected by the City on the Residential Tract in accordance with the City Regulations adopted by the City, as may be revised or amended from time to time.

“Indenture” means the applicable trust indenture pursuant to which PID Bonds are issued.

“Landscape Plan” means the depiction of landscaping the Property as set forth in Exhibit E.

“Landowner Consent” means a consent by the owner(s) of the Property consenting to the formation of the PID and the levy of Assessments in the form attached hereto as Exhibit H.

“Iron Horse Development” means that mixed use development to be developed and constructed on the property within the PID pursuant to Applicable Law, PD No. 4595, the Development Standards, and other applicable zoning.

“Parties” or “Party” means the City and the Developer as parties to this Agreement.

“Payment Certificate” means a Payment Certificate as set forth in Section 9.03, the form of which is attached as Exhibit F.

“PD No. 4595” or “PD” means the Planned Development Zoning District No. 4595 approved by the City on September 4, 2018, as may be amended.

“PID” means the Iron Horse Public Improvement District to be created by the City by pursuant to the PID Act.

“PID Act” means Chapter 372, Texas Local Government Code, as amended.

“PID Bond Proceeds” means the proceeds of the PID Bonds, net of costs of issuance, capitalized interest, reserve funds and other financing costs, that are deposited to the Project Fund.

“PID Bonds” means special assessment revenue bonds issued by the City pursuant to the PID Act for the payment of the Public Improvement Project Costs.

“Plans and Specifications” means the plans and specifications for Public Improvements approved by the City.

“Project Fund” means the fund by that name created under the Indenture into which PID Bond Proceeds shall be deposited.

“Property” means approximately 56.11 acres of real property located within the City described in Exhibit A-1 and A-2 and located within the TIRZ.

“Public Improvement Completion Date” means a date that is no later than 38 months after Commencement of Construction for the Public Improvements.

“Public Improvement Financing Date” means the date the City approves a bond purchase agreement and sells the PID Bonds, such date to be no later than April 1, 2019, which date may be extended by written agreement of the Developer and the City upon City Council approval.

“Public Improvement Project Costs” means the cost of the Public Improvements set forth in Exhibit G, as may be amended pursuant to this Agreement, such costs to be eligible “project costs,” as defined in the PID Act.

“Public Improvements” means public improvements to be developed and constructed or caused to be developed or constructed inside and outside the PID by the Developer to serve the PID and the Property, which will include improvements, described in Exhibit G.

“Residential Tract” means the portion of the Property where the following residential uses are planned: Zero Lot Line residential use, Villa residential use, Bungalow residential use and Townhome residential use and as depicted on the Concept Plan attached as Exhibit C.

“Reimbursement Agreement” means the agreement between the City and the Developer in which Developer agrees to fund the certain costs of Public Improvements and the City agrees to

reimburse the Developer for a portion of such costs of the Public Improvement with interest from the proceeds of Assessments pursuant to the SAP.

“Rodeo Developer” means MMAH Rodeo Land Holdings, LLC, or its affiliates and assigns.

“Service and Assessment Plan” or “SAP” means that certain Iron Horse Public Improvement District Service and Assessment Plan and any amendments or updates thereto, adopted and approved by the City that identifies and allocates the Assessments on benefitted parcels within the PID and sets forth the method of assessment, the parcels assessed, the amount of the Assessments, the Public Improvements and the method of collection of the Assessment.

“TIRZ Act” means Chapter 311, Texas Tax Code, as amended.

“TIRZ” means the Mesquite Rodeo City Reinvestment Zone Number One, City of Mesquite, Texas.

“TIRZ Fund(s)” means the fund(s) set up by the City in order to receive the TIRZ funds in accordance with this Agreement and the TIRZ Project and Finance Plan.

“TIRZ Project and Finance Plan” means that certain project plan and finance plan for the TIRZ required by Chapter 311, Texas Tax Code, as amended that sets for the projects to be undertaken in the TIRZ and financing and tax increment projections for the TIRZ.

“Trustee” means the trustee under the Indenture.

“Waiver of Liens” means a complete, final and unconditional waiver of all liens with respect to the Public Improvements.

ARTICLE II

IRON HORSE DEVELOPMENT

Section 2.01. Scope of Agreement. This Agreement establishes provisions for the apportionment, levying, and collection of Assessments on the Property within the PID, the construction of the Public Improvements, reimbursement, acquisition, ownership and maintenance of the Public Improvements, and the issuance of PID Bonds for the financing of the Public Improvements benefitting the Property within the PID.

Section 2.02. Project Overview – Iron Horse Development.

(a) The Developer will undertake or cause the undertaking of the design, development, construction, maintenance, management, use and operation of the Iron Horse Development, including the Public Improvements. The Iron Horse Development will consist of the following elements, as set forth and described in the Concept Plan attached as Exhibit C hereto:

(i) 51 single family bungalows with a minimum lot size of 2,600 sq. ft. and a minimum dwelling size of 1,250 sq. ft. for single family one-story bungalows and 1,600 sq. ft. for single-family two-story bungalows;

(ii) 130,000 sq. ft. restaurant/retail/space

(iii) 30 single family villas with a minimum lot size of 4,000 sq. ft. and a minimum dwelling size of 1,800 sq. ft.

(iv) 57 single family zero or lot line homes (Urban Row Homes) with a minimum lot size of 1296 sq. ft. and a minimum dwelling size of 1,200 sq. ft.

(v) 198 single family townhomes with a minimum lot size of 1,400 sq. ft. and a minimum dwelling size of 1,200 sq. ft.

(b) Subject to the terms and conditions set forth in this Agreement, the Developer shall plan, design, construct, and complete or cause the planning, designing, construction and completion of the Public Improvements to the City's standards and specifications and subject to the City's approval as provided herein and in accordance with City Regulations, Applicable Law and the Development Standards set forth in Article VI and Exhibit I.

(c) Upon completion and acceptance by the City, the City shall own and maintain all of the Public Improvements.

ARTICLE III

PUBLIC IMPROVEMENT DISTRICT

Section 3.01. Creation.

The Developer intends to request the creation of a PID encompassing the Property by submitting a petition to the City that contains a list of the Public Improvements to be funded or acquired with the PID Bond Proceeds and the estimated or actual costs of such Public Improvements. Such petition shall also allow for the City's levy of Assessments for maintenance purposes. Upon receipt and acceptance of such petition, the City intends to schedule a public hearing to consider the creation of a public improvement district in accordance with the PID Act. The PID will be created, at the City Council's discretion, after the public hearing. Developer acknowledges that the City may require at any time a professional services agreement that obligates Developer to fund the costs of the City's professionals relating to the preparation for and issuance of PID Bonds, which amount shall be agreed to by the Parties and considered a cost payable from such PID Bond Proceeds.

Section 3.02. Issuance of PID Bonds.

(a) Subject to the terms and conditions set forth in this Article III, the City intends to authorize the issuance of the PID Bonds up to an aggregate principal amount of \$10,200,000 to construct, reimburse or acquire the Public Improvements. The Public Improvements to be constructed and funded in connection with the PID Bonds are detailed in Exhibit G, which may be

amended from time to time, and in the Service and Assessment Plan or any updates thereto. The net proceeds from the sale of PID Bonds (i.e., net of costs and expenses of issuance of PID Bonds and amounts for debt service reserves and capitalized interest) will be used to pay for, reimburse or acquire the Public Improvements. Notwithstanding the foregoing, the issuance of PID Bonds is a discretionary action by the City Council and is further conditioned upon the adequacy of the bond security and the financial ability and obligation of the Developer to pay the Developer Cash Contribution.

(b) The Developer shall complete all Public Improvements for the Property and such Public Improvements shall be completed by the Public Improvement Completion Date.

(c) The issuance of the PID Bonds is subject to the discretion of the City Council and such PID Bonds shall be issued with the terms deemed appropriate by the City Council at the time of issuance.

(d) The following conditions must be satisfied prior to the City's consideration of the sale of PID Bonds:

(i) the maximum par amount of the PID Bonds shall not exceed \$10,200,000.

(ii) the maximum overlapping tax rate when including all taxing entities and after the TIRZ credit is applied shall be no greater than \$3.14 at the time of issuance of the PID Bonds; rate limit applies on an aggregate basis for the entire property and on an individual assessed parcel basis;

(iii) minimum value to lien ratio of at least 2.5:1 for PID Bonds; such value shall be confirmed by appraisal from licensed MAI appraiser.

Section 3.03. Distribution of PID Bond Proceeds.

No PID Bond Proceeds shall be disbursed pursuant to a Payment Certificate until the Developer has completed all grubbing, grading and clearing of the Property. In order to evidence completion of such grubbing, grading and cleaning, the Developer shall provide to the City a certification from a qualified engineer, and invoices and "an all bills paid" affidavit.

Section 3.04. Apportionment and Levy of Assessments.

(a) The City intends to levy Assessments on the Property in accordance herewith and with the Service and Assessment Plan (as such plan is amended supplemented or updated from time to time) and the Assessment Ordinance on or before such time as PID Bonds are issued. The City's apportionment and levy of Assessments shall be made in accordance with the PID Act.

(b) Concurrently with the levy of the Assessments, the Developer shall execute and deliver a Landowner Agreement in the form attached as Exhibit H for all land owned or controlled by Developer, or otherwise evidence consent to the creation of the PID and the levy of Assessments and shall record evidence and notice of the Assessments in the real property records of Dallas County.

Section 3.05. Developer Cash Contribution. At closing on any series of PID Bonds intended to fund construction of Public Improvements that have not already been constructed by the Developer, Developer shall deposit into a designated account under the applicable Indenture a pro-rata amount of the Developer Cash Contribution, or furnish unconditional letter-of-credit to the benefit of the Trustee or the City in an amount equal to the amount otherwise required to be deposited in such account, such letter of credit to be subject to the approval of the City Representative and the City's financial advisor. If the Public Improvements within the Iron Horse Development have already been constructed and the PID Bonds are intended to acquire the Public Improvements, then Developer shall not be required to deposit the Developer Cash Contribution as provided in this paragraph. The amount of the Developer Cash Contribution for each series of PID Bond shall be equal to the difference between the costs of the Public Improvements and the PID Bonds Proceeds available to fund such costs of the Public Improvements related to such PID Bonds, as set forth in the SAP.

Section 3.06. Transfer of Property. Notwithstanding anything to the contrary contained herein, no sale of property within the PID (other than the transfer of Tract 2B as shown on the Concept Plan) shall occur prior to the City's levy of Assessments so long as the City's levy of Assessments is completed no later than the Public Improvement Financing Date. Notwithstanding the aforementioned, the City may transfer the City Tract to the Developer pursuant to Article V herein.

ARTICLE IV

TIRZ

Section 4.01. Tax Increment Reinvestment Zone.

(a) The City has, pursuant to prior adopted ordinance, created the TIRZ in accordance with the TIRZ Act. The current expiration date of the TIRZ is December 31, 2018. The Property is within the boundaries of the TIRZ.

(b) The City, in exercising its powers under the TIRZ Act, intends to (i) extend the term of the TIRZ for an additional thirty-one (31) years (expiring on December 31, 2049), (ii) dedicate seventy-five percent (75%) of the TIRZ's collected ad valorem tax increment collected from within the Property, for a period of up to thirty-one (31) years or until the amount of TIRZ increment placed into the Iron Horse PID Account of the TIRZ Fund totals \$18,500,000, whichever comes first, to off-set or pay a portion of any Assessments levied on the Residential Tract and the General Retail Tract for the costs of Public Improvements, in accordance with the TIRZ Project and Finance Plan. The interest rate on the tax increment funds applied pursuant to this section shall be the lower of (i) the interest rate on the Bonds (as calculated by the City's financial advisor) or (ii) six percent (6%).

Section 4.02. TIRZ Fund.

(a) In accordance with the TIRZ Project and Finance Plan, the tax increment funds in the amounts set forth in 4.01(b) above shall be deposited to the Iron Horse PID Account of the TIRZ Fund annually upon adoption of the ordinance extending the term of the TIRZ and amending

the TIRZ Project and Finance Plan, if necessary. It is anticipated that the funds on deposit in the Iron Horse PID Account of the TIRZ Fund shall be distributed in accordance with the TIRZ Project and Finance Plan, to off-set or pay a portion of any Assessments levied on the Residential Tract and the General Retail Tract for the costs of the Public Improvements.

ARTICLE V

CITY TRACT

Section 5.01. City Tract Agreement.

An approximately 5.3168 acre tract of the Property located at 1703 Rodeo Drive, is currently owned by the City (the "City Tract"). The Parties have agreed that the City Tract will be purchased by the Developer in accordance with Chapter 272.001(b)(6) of the Texas Local Government Code, relating to property located in a reinvestment zone, for use in the Iron Horse Development. The purchase price of the City Tract shall be \$926,100.00, which amount is the fair market value of the City Tract as determined by an independent appraiser paid for by the Developer. The conveyance of the City Tract shall occur subsequent to approval of the City Tract Economic Development Agreement set forth below and the transfer of funds as set forth therein. The City Tract Economic Development Agreement shall be entered into at the same time as or subsequent to the sale of the City's PID Bonds or the approval of a Reimbursement Agreement.

Section 5.02. City Tract Economic Development Agreement. In consideration of Developer's construction of the Public Improvements, and development of the Iron Horse Development, the City intends to enter into the City Tract Economic Development Agreement with the Developer to provide for a grant to the Developer of the fair market purchase price (as determined by independent appraiser) of the City Tract, such amount determined by the City to be \$926,100.00. The City Tract Economic Development Agreement and any deed or dedication of the City Tract shall provide that if Commencement of Construction of the private horizontal improvements has not occurred within five (5) years of the Effective Date, the City Tract shall revert back to the City.

ARTICLE VI

DEVELOPMENT

Section 6.01. Full Compliance with City Standards.

(a) Development and use of the Property, including, without limitation, the construction, installation, maintenance, repair, and replacement of all buildings and all other improvements and facilities of any kind whatsoever on and within the Property, shall be in compliance with the applicable City Regulations in effect on the Effective Date of this Agreement, and as they may from time to time be amended by the City.

(b) The Developer does not, by entering into this Agreement, waive any rights or obligations it may have arising under Chapter 245 of the Texas Local Government Code, nor does the City, by entering into this Agreement concede or agree that there are any Developer rights or obligations arising under Chapter 245 of the Texas Local Government Code.

Section 6.02. Development Standards and Concept Plan. As consideration for the City's obligations under this Agreement and in consideration for the issuance of the PID Bonds, the Developer agrees that the development and use of the Property, including, without limitation, the construction, installation, maintenance, repair and replacement of all buildings and all other improvements and facilities of any kind whatsoever on and within the Property, shall be in compliance with the Development Standards attached as Exhibit I and the Concept Plan attached as Exhibit C. Any changes to the Concept Plan or Development Standards attached hereto must be approved by the City. Upon approval by the City of an updated Concept Plan, this Agreement shall be deemed amended to include such approved updated Concept Plan.

Section 6.03. Property Acquisition. The Parties acknowledge that the Developer is responsible for the acquisition of certain off-site property rights and interests to allow the Public Improvements to be constructed to serve the Property. Developer shall use commercially reasonable efforts to obtain all third-party rights-of-way, consents, or easements, if any, needed to construct the off-site Public Improvements. The Developer shall provide evidence of costs, maps, locations and size of infrastructure to the City and obtain the City's consent prior to such acquisition of third-party rights-of-way, consents, or easements needed to construct the off-site Public Improvements. If, however, Developer is unable to obtain such third-party rights-of-way, consents, or easements within 90 days of commencing efforts to obtain the needed rights-of-way, consents, or easements, then, as a condition to requiring the Developer to construct off-site Public Improvements, the City may take reasonable steps to secure same through the use of the City's power of eminent domain. If the City takes such eminent domain action, the Developer shall fund all reasonable and necessary legal proceeding/litigation costs, compensation awards by courts or negotiated amounts for the condemned property interest, attorneys' fees, appraiser and expert witness fees, interest, court costs, mediation fees, deposition costs, copy charges, courier fees, postage and taxable court costs (collectively, "Eminent Domain Fees") paid or incurred by the City in the exercise of its eminent domain powers. The Developer shall escrow with a mutually agreed upon escrow agent the City's reasonably estimated Eminent Domain Fees both in advance of the initiations of each eminent domain proceeding and as funds are needed by the City. If the escrow fund remains appropriately funded in accordance with this Agreement and in accordance with the City's discretionary governmental powers, the City will use all reasonable efforts to expedite such condemnation procedures so that the Public Improvements can be constructed as soon as reasonably practicable. If the Eminent Domain Fees exceed the amount of funds escrowed in accordance with this paragraph, Developer shall deposit additional funds as requested by the City into the escrow account within 10 days after written Notice from the City. Any unused escrow funds will be refunded to Developer within 30 days after any condemnation award or settlement becomes final and non-appealable. Nothing in this subsection is intended to constitute a delegation of the police powers or governmental authority of the City, and the City reserves the right, at all times, to control its proceedings in eminent domain.

Section 6.04. Zoning of the Property.

(a) Currently, the Property is zoned Planned Development-Light Commercial and Planned Development-Residential per Ordinance No. 4595 approved by City Council on September 4, 2018. The Developer shall develop the Property consistent with Ordinance No. 4595 and the Development Standards attached as Exhibit I.

(b) The southern portion of Tract 2A Bungalow homes as identified on the Concept Plan is an age restricted community. Each Bungalow dwelling may be occupied by either: (i) Disregarded Residents; and (ii) at least one (1) Resident which shall be not less than fifty-five (55) years of age. No permanent resident may be less than 18 years of age.

(c) A dwelling on the southern portion of Tract 2A as identified on the Concept Plan, may be occupied by any person who takes title to a lot through a conveyance or change of interest by reason of death of the prior owner of the lot, whether provided for in a will, trust or decree of distribution; provided, however, that in any event, no person may occupy a dwelling if occupancy by such person would result in fewer than eighty percent (80%) of all occupied dwellings in the Southern portion of Tract 2A Bungalow homes being occupied by at least one (1) resident of not less than fifty five (55) years of age.

(d) For purposes of this section, "Disregarded Residents" means any resident who is necessary to provide reasonable accommodation or provide assistance to 55 years or older residents.

(e) The Developer shall file the appropriate deed restrictions on the southern portion of Tract 2A as identified in the Concept Plan, in the real property records of Dallas County to reflect (b) and (c) above.

Single family residential products within the Iron Horse Development shall conform to and building permits shall be issued pursuant to, the numbers and sizes set forth below:

	0% - 25% [^] of Unit Square Footage Requirement*	75% - 100% of Unit Square Footage Requirement*
Villas	1,800-2,000	>2,000
Bungalows		
1-story	1,250	>1,250
2-story	1,600 – 1,700	>1,700
Urban Row Homes	1,200 – 1,500	>1,500
Townhomes	1,200 – 1,400	>1,400

* air conditioned square footage

(f) Prior to the City's issuance of the 100th residential building permit within the Iron Horse Development, Commencement of Construction must have occurred on 30,000 air conditioned square feet of restaurant space and the 30,000 air conditioned square feet of restaurant space must be Completed by the earlier of: (i) eighteen (18) months after Commencement of Construction or (ii) the issuance of the 225th residential building permit within the Iron Horse Development. If neither (i) or (ii) are met, then the City shall not be required to issue the 225th residential building permit. For purposes of this section, "Completed" shall mean that the Developer has obtained a temporary certificate of occupancy and that the restaurants are operating.

(g) The detention ponds, sidewalks and trails on the Residential Tract and Tract 1B-2, as identified on the Concept Plan and the Landscape Plan attached hereto, shall be completed before the City shall approve the 51st residential building permit within the Iron Horse Development, or the City shall not be required to issue the 51st residential building permit. The amenity features on Tract 1B-1, as identified on the Concept Plan and Landscape Plan, shall be substantially completed and approved by the City Representative before the City shall approve the 101st residential building permit within the Iron Horse Development or the City shall not be required to issue the 101st residential building permit. The Parties agree that the full completion of the amenity features on Tract 1B-1 as identified on the Concept Plan cannot be developed until construction plans have been approved by the City on portions of the Commercial Tract 1A. The Parties agree that the entirety of the boardwalk, hardscape, and landscape in Tract 1B-1 along Tract 1A shall not be required for substantial completion of the amenity features. The landscaping on the Residential Tract, as identified on the Concept Plan and Landscape Plan, shall be completed before the City shall approve the 101st residential building permit within the Iron Horse Development or the City shall not be required to issue the 101st residential building permit.

(h) The Architectural Standards set forth hereto in Exhibit L shall be recorded in the deed records of the Property within the PID and such standards may be filed as an attachment to the HOA covenants, conditions, and restrictions for the Residential Tract within the PID.

Section 6.05. Conflicts. In the event of any conflict between this Agreement and any City Regulation, this Agreement, including any exhibit or attachment, shall control.

Section 6.06. Replat. The Developer may submit a replat for all or any portion of the Property. Any replat shall be in conformance with City Regulations, the Development Standards and the Concept Plan unless otherwise approved by the City Representative.

Section 6.07. Specific Elements of the Development.

(a) Peachtree Road Improvements.

(i) In consideration of the City Tract Economic Development Agreement and the conveyance of the City Tract, the Developer shall construct or cause to be constructed the Peachtree Road Improvements as set forth in Exhibit J.

(ii) The Developer shall set aside \$650,000 of funds within its private construction loan financing to pay the costs of the Peachtree Road Improvements. Such funds shall be set aside for the benefit of the City solely for the construction of the Peachtree Road Improvements. Evidence of such funding shall be submitted to the City prior to the sale of the PID Bonds.

(iii) The Peachtree Road Improvements shall initially be the sole cost and expense of the Developer. The Developer shall be reimbursed for the costs of the Peachtree Road Improvements from roadway impact fees collected by the City, and/or other lawfully available revenues of the City, at the time a residential building permit is issued, up to the limits set forth below. Such reimbursement shall be made pursuant to an economic development agreement (the "Peachtree Road Economic Development Agreement") and shall total the lesser of (i) the Actual Costs of the Peachtree Road Improvements plus

accrued interest on the private construction loan financing, which interest component shall only be that accrued on the \$650,000 or (ii) \$694,000. Reimbursement shall only be made pursuant to the Peachtree Road Economic Development Agreement upon receipt of documentation of costs paid by the Developer for the Peachtree Road Improvements, including evidence of all bills paid and releases of liens, the sufficiency of such documentation shall be determined by the City in its commercially reasonable discretion.

(b) The Developer shall not deliver any residential lots to any third parties prior to the completion and acceptance of the Peachtree Road Improvements and completion and acceptance of the Public Improvements on the Residential Tract.

(c) The Developer shall provide, at no cost to the City, a ten-foot (10') right-of-way for the construction of the Military Parkway Trail segment along Rodeo Center Boulevard as shown on the Concept Plan attached hereto as Exhibit C.

(d) The Developer shall retain or provide similar replacements to all existing "ROWs of Texas" street lighting and imagery on thoroughfare street signs on Rodeo Drive and Rodeo Center Boulevard at the Developer's sole cost and expense.

(e) The Developer shall reconstruct or cause to be reconstructed the drive between Whataburger and the existing commercial development in order (i) to connect to future commercial development, or (ii) to isolate future commercial traffic from drive, all at the Developer's sole cost and expense. Such drive shall not be owned or maintained by the City.

(f) The Developer shall cause the Rodeo Developer to construct the improvements to the Mesquite Rodeo as set forth in Exhibit M.

ARTICLE VII

DEVELOPMENT CHARGES

Section 7.01. Plat Review Fees. Development of the Property shall be subject to payment to the City of the reasonable fees and charges applicable to the City's preliminary and final plat review and approval process according to the fee schedule adopted by the City Council and in effect at the time of platting.

Section 7.02. Plan Review and Permit Fees. Development of the Property shall be subject to payment to the City of the reasonable fees and charges applicable to the City's review of plans and specifications and issuance of permits (including building permits) for construction of the Authorized Improvements according to the fee schedule adopted by the City Council at the time of plan review and permit issuance.

Section 7.03. Inspection Fees. Development of the Property shall be subject to the payment to the City of inspection fees according to the fee schedule adopted by the City Council at the time of inspection.

Section 7.04. Impact Fees. All impact fees associated with the Iron Horse Development shall be paid, pursuant to the City Regulations. Any roadway impact fees paid on the Residential

Tract shall be held in a dedicated City account and then reimbursed to the Developer on a quarterly basis for the construction of the Peachtree Road Improvements pursuant to the Peachtree Road Economic Development Agreement, in the amount set forth in Section 6.07(a)(iii) herein.

ARTICLE VIII

CONSTRUCTION OF THE PUBLIC IMPROVEMENTS

Section 8.01. Designation of Construction Manager, Construction Engineers.

(a) Prior to construction of any Public Improvement, Developer shall make, or cause to be made, application for any necessary permits and approvals required by City and any applicable Governmental Authority to be issued for the construction of the Public Improvements and shall obligate each general contractor, architect, and consultants who work on the Public Improvements to obtain all applicable permits, licenses or approvals as required by Applicable Law. The Developer shall require or cause the design, inspection and supervision of the construction of the Public Improvements to be undertaken in accordance with City Regulations, the Development Standards and Applicable Law.

(b) The Developer shall design and construct or cause the design and construction of the Public Improvements, together with and including the acquisition, at its sole costs, of any and all easements, subject to Section 6.03, or in fee simple title to land to provide for and accommodate the Public Improvements.

(c) Developer shall comply, or shall cause its contractors to comply, with all local and state laws and regulations regarding the design and construction of the Public Improvements applicable to similar facilities constructed by City, including, but not limited to, the requirement for payment, performance and two- year maintenance bonds for the Public Improvements.

(d) Upon Completion of Construction of any portion of the Public Improvements, Developer shall provide City with a final cost summary of all Public Improvement Project Costs incurred and paid associated with the construction of that portion of the Public Improvements and provide proof that all amounts owing to contractors and subcontractors have been paid in full evidenced by the "all bills paid" affidavits executed by Developer and/or its contractors with regard to that portion of the Public Improvements. Evidence of payment to contractors and subcontractors shall be provided prior to the reimbursement of the costs of any portion of the Public Improvements.

(e) Developer agrees to cause the contractors and subcontractors which construct the Public Improvements to provide payment, performance and two-year maintenance bonds in forms reasonably satisfactory to the City Attorney. Any surety company through which a bond is written shall be a surety company duly authorized to do business in the State of Texas, provided that the City Attorney has the right to reject any surety company regardless of such company's authorization to do business in Texas. Evidence of payment and performance bonds shall be delivered to the City prior to Commencement of Construction of any such Public Improvements.

(f) Unless otherwise approved in writing by the City, all Public Improvements shall be constructed and dedicated to the City in accordance with City Regulations and Applicable Law.

(g) The Developer shall dedicate or convey by final plat or separate instrument, without cost to the City and in accordance with the Applicable Law, the rights-of-way and easements necessary for the construction, operation, and maintenance of the road, water, drainage and sewer Public Improvements, at the completion of the Public Improvements and acceptance by the City.

Section 8.02. Construction Agreements. The Construction Agreements shall be let in the name of the Developer. The Developer's engineers shall prepare, or cause the preparation of, and provide all contract specifications and necessary related documents. The Developer shall provide all construction documents for the Public Improvements and shall acknowledge that the City has no obligations and liabilities thereunder and the Developer shall include a provision in the construction documents for the Public Improvements that the contractor will indemnify the City and its officers and employees against any costs or liabilities thereunder. The Developer shall administer the contracts. The Public Improvement Project Costs, which are estimated on Exhibit G, shall be paid by the Developer or caused to be paid by the Developer, or the Developer's assignee, and reimbursed from the proceeds of PID Bonds in accordance with the Bond Indenture, or reimbursed by the Assessments levied pursuant to the terms of a Reimbursement Agreement.

(a) The following requirements apply to Construction Agreements for Public Improvements:

(i) Plans and specifications shall comply with all Applicable Law and all Plans and Specification shall be reviewed and approved by the City prior to the issuance of permits. The City shall have twenty (20) business days from its receipt of the first submittal of the Plans and Specifications to approve or deny the Plans and Specifications or to provide comments to the submitter. If any approved Plans and Specifications are amended or supplemented, the City shall have twenty (20) business days from its receipt of such amended or supplemented Plans and Specifications to approve or deny the Plans and Specification or provide comments back to the submitter. Any written City approval or denial must be based on compliance with applicable City Regulations.

(ii) Each Construction Agreement shall provide that the Contractor is an independent contractor, independent of and not the agent of the City and that the Contractor is responsible for retaining, and shall retain, the services of necessary and appropriate architects and engineers; and

(iii) Each Construction Agreement for improvements not yet under construction shall provide that the Contractor shall indemnify the City, its officer and employees for any costs or liabilities thereunder and for the negligent acts or omissions of the Contractor.

(b) City's Role.

The City shall have no responsibility for the cost of planning, design, engineering construction, furnishing/equipping the Public Improvements (before, during or after construction) except to the extent of the reimbursement or funding of the Public Improvements Project Costs as set forth in this Agreement. The Developer will not hold the City responsible for any costs of the Public Improvements other than the reimbursements or fundings described in this Agreement. The City shall have no liability for any claims that may arise out of design or construction of the Public

Improvements, and the Developer shall cause all of its contractors, architects, engineers, and consultants to agree in writing that they will look solely to the Developer, not to the City, for payment of all costs and valid claims associated with construction of the Public Improvements, subject to Section 9.01(b).

Section 8.03. Project Scope Verification.

(a) The Developer will from time to time, as reasonably requested by the City Representative, verify to the City Representative that the Public Improvements are being constructed substantially in accordance with the Plans and Specifications approved by the City. To the extent the City has concerns about such verification that cannot be answered by the Developer, to the City's reasonable satisfaction, the Developer will cause the appropriate architect, engineer or general contractor to consult with the Developer and the City regarding such concerns.

Section 8.04. Joint Cooperation; Access for Planning and Development.

(a) Cooperation and Timely Response. During the planning, design, development and construction of the Public Improvements, the parties agree to cooperate and coordinate with each other, and to assign appropriate, qualified personnel to this project. The City staff will make reasonable efforts to accommodate urgent or emergency requests during construction. In order to facilitate a timely review process, the Developer shall use its best efforts to cause the architect, engineer and other design professionals to attend City meetings if requested by the City.

Section 8.05. City Not Responsible.

By performing the functions described in this Article, the City shall not, and shall not be deemed to, assume the obligations or responsibilities of the Developer, whose obligations under this Agreement and under Applicable Law shall not be affected by the City's exercise of the functions described in this Article. The City's review of any Plans and Specifications is solely for the City's own purposes, and the City does not make any representation or warranty concerning the appropriateness of any such Plans and Specifications for any purpose. The City's approval of (or failure to disapprove) any such Plans and Specifications, including the Site Plan, submitted with such Plans and Specifications and any revisions thereto, shall not render the City liable for same, and the Developer assumes and shall be responsible for any and all claims arising out of or from the use of such Plans and Specifications.

Section 8.06. Construction Standards and Inspection.

The Public Improvements will be installed within the public right-of-way or in easements granted to the City. Such easements may be granted at the time of final platting in the final plat or by separate instrument. The Public Improvements shall be constructed and inspected in accordance with applicable state law, City ordinances, building codes, and all others applicable development requirements, including those imposed by any other governing body or entity with jurisdiction over the Public Improvements, and this Agreement, provided, however, that if there is any conflict, the regulations of the governing body or entity with jurisdiction over the Public Improvement being constructed shall control.

Section 8.07. Public Improvements to be Owned by the City – Title Evidence.

The Developer shall furnish to the City a preliminary title report for land with respect to the Public Improvements, including any related rights-of-way, easements, and open spaces if any, to be acquired and accepted by the City from the Developer and not previously dedicated or otherwise conveyed to the City, for review and approval at least 30 calendar days prior to the transfer of title of a Public Improvement to the City. The City Representative shall approve the preliminary title report unless it reveals a matter which, in the reasonable judgment of the City, could materially affect the City's use and enjoyment of any part of the property or easement covered by the preliminary title report. In the event the City Representative does not approve the preliminary title report, the City shall not be obligated to accept title to the Public Improvement until the Developer has cured such objections to title to the satisfaction of the City Representative.

Section 8.08. Public Improvement Constructed on City Land or the Property.

If the Public Improvement is on land owned by the City, the City hereby grants to the Developer a temporary easement to enter upon such land for purposes related to construction (and maintenance pending acquisition and acceptance) of the Public Improvement. If the Public Improvement is on land owned by the Developer, the Developer shall dedicate easements by plat or shall execute and deliver to the City such access and maintenance easements as the City may reasonably require in recordable form, and the Developer hereby grants to the City a permanent access and maintenance easement to enter upon such land for purposes related to inspection and maintenance of the Public Improvement. The grant of the permanent easement shall not relieve the Developer of any obligation to grant the City title to property and/or easements related to the Public Improvement as required by this Agreement or as should in the City's reasonable judgment be granted to provide for convenient access to and routine and emergency maintenance of such Public Improvement. The provisions for inspection and acceptance of such Public Improvement otherwise provided herein shall apply.

Section 8.09. Additional Requirements.

In connection with the design and construction of the Public Improvements, the Developer shall take or cause the following entities or persons to take the following actions and to undertake the following responsibilities:

(a) The Developer shall provide to the City copies (both hard copy and electronic format, to the extent the Developer has both formats), of the Plans and Specifications for the Public Improvements (including revisions) as such Plans and Specifications are currently in existence and as completed after the date hereof and shall provide the City one complete set of record drawings (hard copy and electronic format, to the extent the Developer has both formats) for the Public Improvements, in accordance with Applicable Law;

(b) In accordance with the requirements between the Developer and the City with regard to the development and construction of the Public Improvements, the Developer or such person selected by and contracting with the Developer shall provide the City with a copy of the detailed construction schedule outlining the major items of work of each major construction contractor, and any revisions to such schedule;

(c) The Developer shall provide construction documents, including the Plans and Specifications to the City, signed and sealed by one or more registered professional architects or engineers licensed in the State of Texas at the time the construction documents are submitted to the City for approval;

(d) The Developer shall provide the City with reasonable advance notice of any regularly-scheduled construction meetings regarding the Public Improvements, and shall permit the City to attend and observe such meetings as the City so chooses in order to monitor the project, and shall provide the City with copies of any construction schedules as are discussed and reviewed at any such regularly-scheduled construction meeting;

(e) The Developer or any general contractor shall comply with, and shall require that its agents and subcontractors comply with, all Applicable Laws regarding the use, removal, storage, transportation, disposal and remediation of hazardous materials;

(f) The Developer or any general contractor shall notify and obtain the City's approval for all field changes that directly result in material changes to the portion of the Plans and Specifications for the Public Improvements that describe the connection of such improvements with City streets, storm sewers and utilities;

(g) Upon notice from the City, the Developer shall or shall cause any general contractor to promptly repair, restore or correct, on a commercially reasonable basis, all damage caused by the general contractor or its subcontractors to property or facilities of the City during construction of the Public Improvements and to reimburse the City for out-of-pocket costs actually incurred by the City that are directly related to the City's necessary emergency repairs of such damage;

(h) Upon notice from the City, the Developer shall promptly cause the correction of defective work and shall cause such work to be corrected in accordance with the construction contracts for the Public Improvements;

(i) If the Developer performs any soils, construction and materials testing during construction of the Public Improvements, the Developer shall make available to the City copies of the results of all such tests; and

(j) If any of the foregoing entities or persons shall fail in a material respect to perform any of its obligations described above (or elsewhere under this Agreement), the Developer shall use commercially reasonable efforts to enforce such obligations against such entities or persons, or the Developer may cure any material failure of performance as provided herein; and

(k) The Developer shall provide any other information or documentation or services required by City Regulations; and

(l) The Developer shall allow the City Representative to conduct a reasonable pre-final and final inspection of the Public Improvements. Upon acceptance by the City of the Public Improvements, the City shall become responsible for the maintenance of the Public Improvements.

Section 8.10. Revisions to Scope and Cost of Public Improvements.

(a) The Public Improvement Project Costs, as set forth in Exhibit G, may be modified or amended from time to time upon the approval of the City Representative, provided that the total cost of the Public Improvements shall not exceed such amount as set forth in the SAP plus the Developer Cash Contribution. Should the Public Improvements be amended by the City Council in the SAP pursuant to the PID Act, the City Representative shall be authorized to make corresponding changes to the applicable Exhibits attached hereto and shall keep official record of such amendments.

(b) Should the Public Improvement Project Costs exceed the amounts set forth in the SAP, the Developer must make a Developer Cash Contribution at the time of the PID Bond issuance.

Section 8.11. City Police Powers.

The Developer recognizes the authority of the City under its charter and ordinances to exercise its police powers in accordance with applicable laws to protect the public health, safety, and welfare. The City retains its police powers over the Developer's or its general contractor's construction activities on or at the Property, and the Developer recognizes the City's authority to take appropriate enforcement action in accordance with Applicable Law to provide such protection. Whenever, in the City's judgment such action is required, the City shall immediately notify the Developer to resolve the situation. No lawful action taken by the City pursuant to these police powers shall subject the City to any liability under this Agreement, including without limitation liability for costs incurred by any general contractor or the Developer, and as between the Developer and the City, any such costs shall be the sole responsibility of the Developer and any of its general contractors.

Section 8.12. Title and Mechanic's Liens.

(a) Title. The Developer agrees that the Public Improvements shall not have a lien or cloud on title upon their dedication to and acceptance by the City.

(i) Mechanic's Liens. Developer shall not create nor allow or permit any liens, encumbrances, or charges of any kind whatsoever against the Public Improvements arising from any work performed by any contractor by or on behalf of the Developer. The Developer agrees that the Developer will not permit any claim of lien made by any mechanic, materialman, laborer, or other similar liens to stand against the Public Improvements for work or materials furnished to the Developer in connection with any construction, improvements, renovation, maintenance or repair thereof made by the Developer or any contractor, agent or representative of the Developer. The Developer shall cause any such claim of lien to be fully discharged no later than thirty (30) days after the Developer's receipt of written notice of the filing thereof.

Section 8.13. City Consents.

Any consent or approval by or on behalf of the City required in connection with the design, construction, improvement or replacement of the Public Improvements or otherwise under this

Agreement shall not be unreasonably withheld, delayed, or conditioned. Any review associated with any determination to give or withhold any such consent or approval shall be conducted in a timely and expeditious manner with due regard to the cost to the Developer associated with delay.

Section 8.14. Right of the City to Make Inspection.

(a) At any time, the City shall have the right to enter the Property for the purpose of inspection of the progress of construction on the Public Improvements; provided, however, the City Representative shall comply with reasonable restrictions generally applicable to all visitors to the Iron Horse Development that are imposed by the Developer or its General Contractor or subcontractors. The Developer shall pay the City's costs for the retention of a third-party inspector.

(b) Inspection of the construction of all Public Improvements shall be by the City Representative or his/her designee. In accordance with Section 7.03, the Developer shall pay the inspection fee which may be included as a Public Improvement Project Cost.

(c) City may enter the Property in accordance with customary City procedures to make any repairs or perform any maintenance of Public Improvements which the City has accepted for maintenance. If the Developer is in default under this Agreement beyond any applicable cure period or in the event of an emergency which is not being timely addressed, the City may enter the Property to make any repairs to the Public Improvements that have not been accepted for maintenance by the City, of every kind or nature, which the Developer is obligated under this Agreement to repair or maintain but which the Developer has failed to perform after reasonable notice (other than in the case of an emergency in which notice is impossible or impractical). The Developer shall be obligated to reimburse the City the reasonable costs incurred by the City for any such repairs. Nothing contained in this paragraph shall be deemed to impose on the City any obligation to actually make repairs or alterations on behalf of the Developer.

Section 8.15. Competitive Bidding. The construction of the Public Improvements is anticipated to be exempt from competitive bidding pursuant to Texas Local Government Code Section 252.022(a)(9). In the event that the actual costs of the Public Improvement do not meet the parameters for exemption from the competitive bid requirement, then either competitive bidding or alternative delivery method may be utilized by the City as allowed by Applicable Law.

ARTICLE IX

PAYMENT OF PUBLIC IMPROVEMENTS

Section 9.01. Overall Requirements.

(a) The City shall not be obligated to provide funds for any Public Improvement except from the proceeds of the PID Bonds or from Assessments pursuant to a Reimbursement Agreement. The City makes no warranty, either express or implied, that the proceeds of the PID Bonds available for the payment or reimbursement of the Public Improvement Project Costs or for the payment of the cost to construct or acquire a Public Improvements by the City will be sufficient for the construction or acquisition of all of the Public Improvements. Any costs of the Public Improvements in excess of the available PID Bond Proceeds or Assessments pursuant to a

Reimbursement Agreement, shall not be paid or reimbursed by the City. The Developer acknowledges and agrees that any lack of availability of monies in the Project Fund established under the Indenture to pay the costs of the Public Improvements shall in no way diminish any obligation of the Developer with respect to the construction of or contributions for the Public Improvements required by this Agreement, or any other agreement to which the Developer is a party, or any governmental approval to which the Developer or Property is subject.

(b) Upon written acceptance of a Public Improvement, and subject to any applicable maintenance-bond period, the City shall be responsible for all operation and maintenance of such Public Improvement, including all costs thereof and relating thereto.

(c) The City's obligation with respect to the reimbursement or payment of the Public Improvement Project Costs shall be limited to the lower of Actual Costs or the available PID Bond proceeds or Assessment revenues and shall be payable solely from amounts on deposit in the Project Fund from the sale of the PID Bonds as provided herein and in the Indenture, or Assessments collected for the reimbursement or payment of such costs as in a Reimbursement Agreement. The Developer agrees and acknowledges that it is responsible for all costs and all expenses related to the Public Improvements in excess of the available PID Bond proceeds.

(d) The City shall have no responsibility whatsoever to the Developer with respect to the investment of any funds held in the Project Fund by the Trustee under the provisions of the Indenture, including any loss of all or a portion of the principal invested or any penalty for liquidation of an investment. Any such loss may diminish the amounts available in the Project Fund to pay or reimburse the Public Improvement Project Costs in the PID. The obligation of Developer to pay the Assessments is not in any way dependent on the availability of amounts in the Project Fund to pay for all or any portion of the Public Improvements Project Costs hereunder.

Section 9.02. Remaining Funds after Completion of a Public Improvement.

If, upon the Completion of Construction of a Public Improvement (or segment or stage thereof) and payment or reimbursement for such Public Improvement, there are Cost Underruns, any remaining budgeted cost(s) may be available to pay Cost Overruns on any other Public Improvement with the approval of the City Representative and provided that all Public Improvements as set forth in the Service and Assessment Plan are undertaken at least in part. The elimination of a category of Public Improvements in the Service and Assessment Plan will require an amendment to the SAP. Upon completion of the Public Improvements, or segment or stage thereof, any Cost Underrun for any Public Improvement is available to pay Cost Overruns on any other Public Improvement, and may be added to the amount approved for payment in any Payment Certificate, as approved by the City Representative.

Section 9.03. Payment Process for Public Improvements.

(a) The City shall authorize reimbursement of the Public Improvement Project Costs from PID Bond Proceeds or from Assessments collected in the PID as set forth in 9.04 below. The Developer shall submit a Payment Certificate to the City (no more frequently than monthly) for Public Improvement Project Costs including a completed segment, section or portion of a Public Improvement, as approved by the City. The form of the Payment Certificate is set forth in

Exhibit F, as may be modified by the Indenture or a Reimbursement Agreement, if applicable. The City shall review the sufficiency of each Payment Certificate with respect to compliance with this Agreement, compliance with the Applicable Law, and compliance with the SAP and Plans and Specifications. The City shall review each Payment Certificate within fifteen (15) Business Days of receipt thereof and upon approval, certify the Payment Certificate pursuant to the provisions of the Indenture or Reimbursement Agreement, if applicable, and payment shall be made to the Developer pursuant to the terms of the Indenture or Reimbursement Agreement, if applicable, provided that funds are available under the Indenture or Reimbursement Agreement. Notwithstanding the foregoing, the City shall review the first Payment Certificate within thirty (30) business days of receipt thereof. If a Payment Certificate is approved only in part, the City shall specify the extent to which the Payment Certificate is approved and payment for such partially approved Payment Certificate shall be made to the Developer pursuant to the terms of the Indenture or Reimbursement Agreement, as applicable, provided that funds are available under the Indenture or Reimbursement Agreement.

(b) If the City requires additional documentation, timely disapproves or questions the correctness or authenticity of the Payment Certificate, the City shall deliver a detailed notice to the Developer within ten (10) Business Days of receipt thereof, then payment with respect to disputed portion(s) of the Payment Certificate shall not be made until the Developer and the City have jointly settled such dispute or additional information has been provided to the City's reasonable satisfaction.

(c) The City shall reimburse the Public Improvement Project Costs as set forth in Exhibit G and the SAP from funds available pursuant to the Indenture or a Reimbursement Agreement, as applicable.

(d) Reimbursement to the Developer and the City for administrative costs relating to the creation of the PID, the levy of assessments and issuance of the PID Bonds may be distributed at closing of the PID Bonds pursuant to a Closing Disbursement Request, in the form attached as Exhibit B.

Section 9.04. Public Improvements Reimbursement from Assessment Fund In the Event of a Non-Issuance of PID Bonds.

(a) In the event that the City does not issue the PID Bonds by the Public Improvement Financing Date, the reimbursement for costs of the Public Improvements set forth in Exhibit G and in the Service and Assessments Plan shall be made on an annual basis from Assessments levied by the City for the Public Improvements pursuant to Chapter 372, Texas Local Government Code, as amended unless the PID Financing Date has been extended by written agreement between the Developer and the City and approved by City Council. Such reimbursement shall be made pursuant to the terms and provisions of a Reimbursement Agreement. Such Reimbursement Agreement shall set forth the terms of the annual reimbursement for the costs of the Public Improvements and shall provide for the application of the funds in the Iron Horse PID Account of the TIRZ Fund to offset or provide a credit for the Assessments in each year.

(b) Reimbursement for the costs of the Public Improvements shall only be made from the levy of Assessments within the PID and from TIRZ funds as set forth herein.

(c) The term, manner and place of payment or reimbursement to the Developer under this Section shall be set forth in the Reimbursement Agreement.

(d) Reimbursement shall be made only for the costs of the Public Improvements as set forth in this Agreement, the TIRZ Documents, the Service and Assessment Plan or in a Reimbursement Agreement, as approved by the City. Any additional public improvements constructed by the Developer and dedicated to the City pursuant to this Agreement, shall not be subject to reimbursement under the terms of this Agreement.

Section 9.05. Rights to Audit.

(a) The City shall have the right to audit, upon reasonable notice and at the City's own expense, records of the Developer with respect to the expenditure of funds to pay Public Improvement Project Costs. Upon written request by the City, the Developer shall give the City or its agent, access to those certain records controlled by, or in the direct or indirect possession of, the Developer (other than records subject to legitimate claims of attorney-client privilege) with respect to the expenditure of Public Improvement Project Costs, and permit the City to review such records in connection with conducting a reasonable audit of such fund and account. The Developer shall make these records available to the City electronically or at a location within Dallas County that is reasonably convenient for City staff.

(b) The City and the Developer shall reasonably cooperate with the assigned independent auditors (internal or external) in this regard, and shall retain and maintain all such records for at least 5 years from the date of Completion of Construction of the Public Improvements. All audits must be diligently conducted and once begun, no records pertaining to such audit shall be destroyed until such audit is completed.

ARTICLE X

REPRESENTATIONS AND WARRANTIES

Section 10.01. Representations and Warranties of City.

The City makes the following representation and warranty for the benefit of the Developer:

(a) Due Authority; No Conflict. The City represents and warrants that this Agreement has been approved by official action by the City Council of the City in accordance with all applicable public notice requirements (including, but not limited to, notices required by the Texas Open Meetings Act). The City has all requisite power and authority to execute this Agreement and to carry out its obligations hereunder and the transactions contemplated hereby. This Agreement has been, and the documents contemplated hereby will be, duly executed and delivered by the City and constitute legal, valid and binding obligations enforceable against the City in accordance with the terms subject to principles of governmental immunity and the enforcement of equitable rights. The consummation by the City of the transactions contemplated hereby is not in violation of or in conflict with, nor does it constitute a default under, any of the terms of any agreement or instrument to which the City is a Party, or by which the City is bound, or of any provision of any applicable law, ordinance, rule or regulation of any governmental authority or of

any provision of any applicable order, judgment or decree of any court, arbitrator or governmental authority.

(b) Due Authority; No Litigation. No litigation is pending or, to the knowledge of the City, threatened in any court to restrain or enjoin the construction of or the Public Improvements or the City's payment and reimbursement obligations under this Agreement, or otherwise contesting the powers of the City or the authorization of this Agreement or any agreements contemplated herein.

Section 10.02. Representations and Warranties of Developer.

The Developer makes the following representations, warranties and covenants for the benefit of the City:

(a) Due Organization and Ownership. The Developer is a Texas limited liability company validly existing under the laws of the State of Texas and is duly qualified to do business in the State of Texas; and that the person executing this Agreement on behalf of it is authorized to enter into this Agreement.

(b) Due Authority; No Conflict. The Developer has all requisite power and authority to execute and deliver this Agreement and to carry out its obligations hereunder and the transactions contemplated hereby. This Agreement has been, and the documents contemplated hereby will be, duly executed and delivered by the Developer and constitute the Developer's legal, valid and binding obligations enforceable against the Developer in accordance with their terms. The consummation by the Developer of the transactions contemplated hereby is not in violation of or in conflict with, nor does it constitute a default under, any term or provision of the organizational documents of the Developer, or any of the terms of any agreement or instrument to which the Developer is a Party, or by which the Developer is bound, or of any provision of any applicable law, ordinance, rule or regulation of any governmental authority or of any provision of any applicable order, judgment or decree of any court, arbitrator or governmental authority.

(c) Consents. No consent, approval, order or authorization of, or declaration or filing with any governmental authority is required on the part of the Developer in connection with the execution and delivery of this Agreement or for the performance of the transactions herein contemplated by the respective Parties hereto.

(d) Litigation/Proceedings. To the best knowledge of the Developer, after reasonable inquiry, there are no pending or, to the best knowledge of the Developer, threatened, judicial, municipal or administrative proceedings, consent decree or, judgments which might affect the Developer's ability to consummate the transaction contemplated hereby, nor is there a preliminary or permanent injunction or other order, decree, or ruling issued by a governmental entity, and there is no statute, rule, regulation, or executive order promulgated or enacted by a governmental entity, that is in effect which restrains, enjoins, prohibits, or otherwise makes illegal the consummation of the transactions contemplated by this Agreement.

(e) Legal Proceedings. There is no action, proceeding, inquiry or investigation, at law or in equity, before any court, arbitrator, governmental or other board or official, pending or, to the knowledge of the Developer, threatened against or affecting the Developer, any of the

principals of the Developer and any key person or their respective Affiliates and representatives which the outcome of which would (a) materially and adversely affect the validity or enforceability of, or the authority or ability of the Developer under, this Agreement to perform its obligations under this Agreement, or (b) have a material and adverse effect on the consolidated financial condition or results of operations of the Developer or on the ability of the Developer to conduct its business as presently conducted or as proposed or contemplated to be conducted.

(f) **Ownership.** The Developer represents that it or one or more Affiliates are the sole owners of the Property within the PID, excluding the City Tract and Tract 2B as identified on the Concept Plan, on the Effective Date of this Agreement and will be the sole owners (excluding the City Tract and Tract 2B as identified on the Concept Plan) at the time of the levy of Assessments. The Developer shall consent and shall obtain the consent of the owner of Tract 2B to the levy of Assessments in substantially the form of the Landowner Consent attached hereto as Exhibit H, and shall cause the owner of Tract 2B to file evidence of the consent and the Assessments in the real property records of Dallas County.

ARTICLE XI

MAINTENANCE OF LANDSCAPE IMPROVEMENTS

Section 11.01. Mandatory Property Owners' Association.

(a) The Developer will create a mandatory property owners' association ("POA") over the General Retail Tract, which POA, through its covenants, conditions and restrictions filed of record in the property records of Dallas County, shall be required to assess and collect from owners annual fees in an amount calculated to maintain the open spaces, common areas, right-of-way irrigation systems, raised medians and other right-of-way landscaping, detention areas, drainage areas, screening walls, parks, trails, lawns, and any other common improvements or appurtenances as identified in the Landscape Plan attached hereto as Exhibit E, within the General Retail Tract (the "POA Maintained Improvements"). Maintenance of any Public Improvements or land owned by the City within the General Retail Tract shall be pursuant to a maintenance agreement between the POA and the City (the "POA Maintenance Agreement").

(b) While the Parties anticipate that the POA established to maintain and operate the improvements set forth in Exhibit E will adequately perform such duties, in the event that the City determines that the POA is not adequately performing the duties for which it was created, which non-performance shall be evidenced by violations of the POA Maintenance Agreement or applicable deed restrictions and/or applicable City ordinances, the City reserves the right to, at its option, levy an assessment each year equal to the actual costs of operating and maintaining the POA Maintained Improvements. The City agrees that it will not levy such maintenance assessment without first giving the POA written notice of the deficiencies and providing the POA with sixty (60) days in which to cure the deficiencies.

(c) The Developer will create a mandatory homeowners' association ("HOA") over the Residential Tract, which HOA, through its conditions and restrictions filed of record in the property records of Dallas County, shall be required to assess and collect from owners annual fees in an amount calculated to maintain the open spaces, common areas, right-of-way irrigation

systems, raised medians and other right-of-way landscaping, detention areas, drainage areas, screening walls, parks, trails, lawns, and any other common improvements or appurtenances as identified on the Landscape Plan attached hereto as Exhibit E within the Residential Tract (the "HOA Maintained Improvements"). Maintenance and any Public Improvements or land owned by the City within the Residential Tract shall be pursuant to a maintenance agreement between the HOA and the City (the "HOA Maintenance Agreement").

(d) While the Parties anticipate that the HOA established to maintain and operate the improvements set forth in Exhibit E, will adequately perform such duties, in the event that the City determines that the HOA is not adequately performing the duties for which it was created, which non-performance shall be evidenced by violations of the HOA Maintenance Agreement, applicable deed restrictions and/or applicable City ordinances, the City reserves the right to levy an assessment each year equal to the actual costs of operating and maintaining the HOA Maintained Improvements. The City agrees that it will not levy such assessments without first giving the HOA written notice of the deficiencies and providing the HOA with sixty (60) days in which to cure the deficiencies.

(e) Covenants, conditions and restrictions for both the POA and the HOA must be filed and the POA Maintenance Agreement and the HOA Maintenance Agreement must be approved and in effect before more than fifty percent (50%) of the PID Bond Proceeds may be released from the Project Fund pursuant to a Certificate for Payment.

Section 11.02. Fencing. The Developer agrees that it will construct the fencing and landscape screening identified on Exhibit K attached hereto. Such fencing and screening shall be maintained by either the Developer (prior to the conveyance of the fencing and landscaping screen to the POA and the HOA), the POA or the HOA and shall not be owned by or be the responsibility of the City.

ARTICLE XII

TERMINATION EVENTS

Section 12.01. Developer Termination Events.

The Developer may terminate this Agreement if the City does not either (i) sell PID Bonds by the Public Improvement Financing Date or (ii) levy Assessments and enter into a Reimbursement Agreement.

Section 12.02. City Termination Events.

(a) The City may terminate this Agreement if the City determines both (i) not to issue PID Bonds to fund the construction of the Public Improvements, and (ii) not to levy Assessments and enter into a Reimbursement Agreement.

(b) The City may terminate this Agreement, the Peachtree Road Economic Development Agreement, the Reimbursement Agreement, if any, and the City Tract Economic Development Agreement upon an Event of Default by the Developer pursuant to Article XIV herein. Upon such termination, the City Tract shall be transferred to the City at no cost to the City.

(c) The City may terminate the City Tract Economic Development Agreement, the Peachtree Road Economic Development Agreement and a Reimbursement Agreement, if any, if Commencement of Construction of the private horizontal improvements has not occurred within five (5) years of the Effective Date. Upon such termination, the City Tract shall be transferred to the City at no cost to the City.

(d) The City may terminate this Agreement if the Developer does not pay the Developer Cash Contribution at closing of the PID Bonds.

Section 12.03. Termination Procedure.

If either Party determines that it wishes to terminate this Agreement pursuant to this Article, such Party must deliver a written notice to the other Party specifying in reasonable detail the basis for such termination and electing to terminate this Agreement. Upon such a termination, the Parties hereto shall have no duty or obligation one to the other under this Agreement, including the reimbursement of any of Developer's costs that were previously advanced or incurred. Provided, however, that as of the date of termination, (i) any Public Improvements completed and accepted by the City or (ii) Public Improvement Project Costs submitted pursuant to a Payment Certificate and approved by the City, shall still be subject to reimbursement.

City Actions Upon Termination.

In the event of termination of this Agreement, the City may (i) use remaining PID Bond Proceeds to redeem PID Bonds pursuant to the provisions of the Indenture or (ii) construct or cause to construct the remaining Public Improvements, payable from PID Bond Proceeds. Upon termination the Developer shall have no claim or right to any further payments for Public Improvements Project Costs pursuant to this except that, (i) any Public Improvements completed and accepted by the City or (ii) Public Improvement Project Costs submitted pursuant to a Payment Certificate and approved by the City shall still be subject to reimbursement.

ARTICLE XIII

TERM

This Agreement shall terminate upon the earlier of: (i) the expiration of 31 years from the date of approval of the Ordinance extending the term of the TIRZ, (ii) the date on which the City and the Developer discharge all of their obligations hereunder, including (a) The Public Improvements have been completed and the City has accepted all of the Public Improvements and (b) the PID Bond Proceeds have been expended for the construction of all of the Public Improvements and the Developer has been reimbursed for all completed and accepted Public Improvements (iii) an event of default under Article XIV, or (iv) the occurrence of a termination event under Article XII.

ARTICLE XIV

DEFAULT AND REMEDIES

Section 14.01. Developer Default.

Each of the following events shall be an "Event of Default" by the Developer under this Agreement:

(a) The Developer shall fail to pay to the City any monetary sum hereby required of it as and when the same shall become due and payable and shall not cure such default within thirty (30) days after the later of the date on which written notice thereof is given by the City to the Developer, as provided in this Agreement. The Developer shall fail in any material respect to maintain any of the insurance or bonds required by this Agreement; provided, however, that if a contractor fails to maintain any of the insurance or bonds required by this Agreement, the Developer shall have twenty (20) days to cure.

(b) The Developer shall fail to comply in any material respect with any term, provision or covenant of this Agreement (other than the payment of money to the City), and shall not cure such failure within ninety (90) days after written notice thereof is given by the City to the Developer;

(c) The filing by Developer of a voluntary proceeding under present or future bankruptcy, insolvency, or other laws respecting debtors, rights;

(d) The consent by Developer to an involuntary proceeding under present or future bankruptcy, insolvency, or other laws respecting debtor's rights;

(e) The entering of an order for relief against Developer or the appointment of a receiver, trustee, or custodian for all or a substantial part of the property or assets of Developer in any involuntary proceeding, and the continuation of such order, judgment or degree unstayed for any period of ninety (90) consecutive days;

(f) The failure by Developer or any Affiliate to pay Impositions, and Assessments on property owned by the Developer and/or any Affiliates within the PID or the TIRZ, if such failure is not cured within thirty (30) days after written notice by the City; OR

(g) Any representation or warranty confirmed or made in this Agreement by the Developer was untrue in any material respect as of the Effective Date.

Section 14.02. Notice and Cure Period.

(a) Before any Event of Default under this Agreement shall be deemed to be a breach of this Agreement, the Party claiming such Event of Default shall notify, in writing, the Party alleged to have failed to perform the alleged Event of Default and shall demand performance (with the exception of 14.01(f) above). Except with respect to cure periods set forth in 14.01 above, which shall be controlling, no breach of this Agreement may be found to have occurred if performance has commenced to the reasonable satisfaction of the complaining Party within thirty

(30) days of the receipt of such notice (or thirty (30) days in the case of a monetary default), with completion of performance within sixty (60) days subject.

(b) Notwithstanding any provision in this Agreement to the contrary, if the performance of any covenant or obligation to be performed hereunder by any Party is delayed by Force Majeure, the time for such performance shall be extended by the amount of time of the delay directly caused by and relating to such uncontrolled circumstances. The Party claiming delay of performance as a result of any of the foregoing Force Majeure events shall deliver written notice of the commencement of any such delay resulting from such Force Majeure event and the length of the Force Majeure event is reasonably expected to last not later than seven (7) days after the claiming Party becomes aware of the same, and if the claiming Party fails to so notify the other Party of the occurrence of a Force Majeure event causing such delay, the claiming Party shall not be entitled to avail itself of the provisions for the extension of performance contained in this Article. The number of days a Force Majeure event is in effect shall be determined by the City based upon commercially reasonable standards.

Section 14.03. City's Remedies.

With respect to the occurrence of an Event of Default the City may pursue the following remedies:

(a) The City may pursue any legal or equitable remedy or remedies, including, without limitation, specific performance, damages, and termination of this Agreement. The City shall not terminate this Agreement unless it delivers to the Developer a second notice expressly providing that the City will terminate within thirty (30) additional days. Termination or non-termination of this Agreement upon a Developer Event of Default shall not prevent the City from suing the Developer for specific performance, damages, actual damages, excluding punitive, special and consequential damages, injunctive relief or other available remedies with respect to obligations that expressly survive termination. In the event the Developer fails to pay any of the expenses or amounts or perform any obligation specified in this Agreement, then to the extent such failure constitutes an Event of Default hereunder, the City may, but shall not be obligated to do so, pay any such amount or perform any such obligations and the amount so paid and the reasonable out of pocket costs incurred by the City in said performance shall be due and payable by the Developer to the City within thirty (30) days after the Developer's receipt of an itemized list of such costs.

(b) No remedy herein conferred or reserved is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder now or hereafter existing at law or in equity.

(c) The exercise of any remedy herein conferred or reserved shall not be deemed a waiver of any other available remedy.

Section 14.04. City Default.

Each of the following events shall be an Event of Default by the City under this Agreement:

(a) So long as the Developer has complied with the terms and provisions of this Agreement, the City shall fail to pay to the Developer any monetary sum hereby required of it and

shall not cure such default within thirty (30) days after the later of the date on which written notice thereof is given to the City by the Developer.

(b) The City shall fail to comply in any material respect with any term, provision or covenant of this Agreement, other than the payment of money, and shall not cure such failure within ninety (90) days after written notice thereof is given by the Developer to the City.

Section 14.05. Developer's Remedies.

Upon the occurrence of any Event of Default by the City, the Developer may pursue any legal remedy or remedies (specifically excluding specific performance and other equitable remedies), and termination of this Agreement; provided, however, that the Developer shall have no right to terminate this Agreement unless the Developer delivers to the City a second notice which expressly provides that the Developer will terminate within thirty (30) days if the default is not addressed as herein provided.

Section 14.06. Limited Waiver of Immunity.

(a) The City and the Developer hereby acknowledge and agree that to the extent this Agreement is subject to the provisions of Subchapter I of Chapter 271, Texas Local Government Code, as amended, the City's immunity from suit is waived only as set forth in such statute.

(b) Should a court of competent jurisdiction determine the City's immunity from suit is waived in any manner other than as provided in Subchapter I of Chapter 271, TEXAS LOCAL GOVERNMENT CODE, as amended, the Parties hereby acknowledge and agree that in a suit against the City for breach of this Agreement:

(i) The total amount of money awarded is limited to actual damages in an amount not to exceed the balance due and owed by City under this Agreement or any Reimbursement Agreement and is payable solely from Assessment revenues;

(ii) The recovery of damages against City or the Developer may not include consequential damages or exemplary damages;

(iii) The Parties may not recover attorney's fees; and

(iv) The Parties are not entitled to specific performance or injunctive relief against the City.

Section 14.07. Limitation on Damages.

In no event shall any Party have any liability under this Agreement for any exemplary or consequential damages.

Section 14.08. Waiver.

Forbearance by the non-defaulting Party to enforce one or more of the remedies herein provided upon the occurrence of an Event of Default by the other Party shall not be deemed or

construed to constitute a waiver of such default. One or more waivers of a breach of any covenant, term or condition of this Agreement by either Party hereto shall not be construed by the other Party as a waiver of a different or subsequent breach of the same covenant, term or condition. The consent or approval of either Party to or of any act by the other Party of a nature requiring consent or approval shall not be deemed to waive or render unnecessary the consent to or approval of any other subsequent similar act.

ARTICLE XV

INSURANCE, INDEMNIFICATION AND RELEASE

Section 15.01. Insurance.

With no intent to limit any contractor's liability or obligation for indemnification, the Developer shall maintain or cause to be maintained, by the persons constructing the Public Improvements, certain insurance, as provided below in full force and effect at all times during construction of the Public Improvements and shall require that the City is named as an additional insured under such contractor's insurance policies.

(a) With regard to the obligations of this Agreement, the Developer shall obtain and maintain in full force and effect at its expense, or shall cause each contractor to obtain and maintain at their expense, the following policies of insurance and coverage:

(i) Commercial general liability insurance insuring the City, contractor and the Developer against liability for injury to or death of a person or persons and for damage to property occasioned by or arising out of the activities of Developer, the contractor, the City and their respective officers, directors, agents, contractors, or employees, in the amount of \$1,000,000 Per Occurrence, \$2,000,000 General Aggregate Bodily Injury and Property Damage. The contractor may procure and maintain a Master or Controlled Insurance policy to satisfy the requirements of this section, which may cover other property or locations of the contractor and its affiliates, so long as the coverage required in this section is separate;

(ii) Worker's Compensation insurance as required by law;

(iii) Business automobile insurance covering all operations of the contractor pursuant to the Construction Agreement involving the use of motor vehicles, including all owned, non-owned and hired vehicles with minimum limits of not less than One Million Dollars (\$1,000,000) combined single limit for bodily injury, death and property damage liability.

(iv) To the extent available, each policy shall be endorsed to provide that the insurer waives all rights of subrogation against the City;

(v) Each policy of insurance with the exception of Worker's Compensation and professional liability shall be endorsed to include the City (including its former, current, and future officers, directors, agents, and employees) as additional insureds;

(vi) Each policy, with the exception of Worker's Compensation and professional liability, shall be endorsed to provide the City sixty (60) days' written notice prior to any cancellation, termination or material change of coverage; and

(vii) The Developer shall cause each contractor to deliver to the City the policies, copies of policy endorsements, and/or certificates of insurance evidencing the required insurance coverage before the Commencement of Construction of the Public Improvements and within 10 days before expiration of coverage, or as soon as practicable, deliver renewal policies or certificates of insurance evidencing renewal and payment of premium. On every date of renewal of the required insurance policies, the contractor shall cause a Certificate of Insurance and policy endorsements to be issued evidencing the required insurance herein and delivered to the City. In addition the contractor shall within ten (10) business days after written request provide the City with the Certificates of Insurance and policy endorsements for the insurance required herein (which request may include copies of such policies).

Section 15.02. Waiver of Subrogation Rights.

The Commercial General Liability, Worker's Compensation, Business Auto and Excess Liability Insurance required pursuant to this Agreement shall provide for waivers of all rights of subrogation against the City.

Section 15.03. Additional Insured Status.

With the exception of Worker's Compensation Insurance and any Professional Liability Insurance, all insurance required pursuant to this Agreement shall include and name the City as additional insureds using Additional Insured Endorsements that provide the most comprehensive coverage to the City under Texas law including products/completed operations.

Section 15.04. Certificates of Insurance.

Certificates of Insurance and policy endorsements in a form satisfactory to City shall be delivered to City prior to the commencement of any work or services on the Public Improvements. All required policies shall be endorsed to provide the City with sixty (60) days advance notice of cancellation or non-renewal of coverage. The Developer shall provide sixty (60) days written notice of any cancellation, non-renewal or material change in coverage for any of the required insurance in this Article.

On every date of renewal of the required insurance policies, the Developer shall cause (and cause its contractors) to provide a certificate of insurance and policy endorsements to be issued evidencing the required insurance herein and delivered to the City. In addition, the Developer shall, within ten (10) business days after written request, provide the City with certificates of insurance and policy endorsements for the insurance required herein (which request may include copies of such policies). The delivery of the certificates of insurance and the policy endorsements (including copies of such insurance policies) to the City is a condition precedent to the payment of any amounts to the Developer by the City.

Section 15.05. Carriers.

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

Section 15.06. INDEMNIFICATION.

CITY SHALL NOT BE LIABLE FOR ANY LOSS, DAMAGE, OR INJURY OF ANY KIND OR CHARACTER TO ANY PERSON OR PROPERTY ARISING FROM THE ACTS OR OMISSIONS OF THE DEVELOPER, SUCCESSORS OR PERMITTED ASSIGNEE AND/OR AFFILIATES (TOGETHER, THE "DEVELOPER PARTIES") PURSUANT TO THIS AGREEMENT. DEVELOPER HEREBY WAIVES ALL CLAIMS AGAINST CITY, ITS OFFICERS, AGENTS AND EMPLOYEES (COLLECTIVELY REFERRED TO IN THIS SECTION AS "CITY") FOR DAMAGE TO ANY PROPERTY OR INJURY TO, OR DEATH OF, ANY PERSON ARISING AT ANY TIME AND FROM ANY CAUSE OTHER THAN THE SOLE NEGLIGENCE OR WILLFUL MISCONDUCT OF CITY. THE DEVELOPER PARTIES, DO HEREBY INDEMNIFY AND SAVE HARMLESS CITY FROM AND AGAINST ANY AND ALL LIABILITIES, DAMAGES, CLAIMS, SUITS, COSTS (INCLUDING COURT COSTS, ATTORNEYS' FEES AND COSTS OF INVESTIGATION) AND ACTIONS OF ANY KIND BY REASON OF INJURY TO OR DEATH OF ANY PERSON OR DAMAGE TO OR LOSS OF PROPERTY ARISING FROM THE DEVELOPER PARTIES' BREACH OF ANY OF THE TERMS AND CONDITIONS OF THIS AGREEMENT, OR BY REASON OF ANY ACT OR OMISSION ON THE PART OF THE DEVELOPER PARTIES ITS OFFICERS, DIRECTORS, SERVANTS, AGENTS, EMPLOYEES, REPRESENTATIVES, CONTRACTORS, SUBCONTRACTORS, OR LICENSEES, IN THE PERFORMANCE OF THIS AGREEMENT (EXCEPT WHEN SUCH LIABILITY, CLAIMS, SUITS, COSTS, INJURIES, DEATHS OR DAMAGES ARISE FROM OR ARE ATTRIBUTED TO THE SOLE NEGLIGENCE OR WILLFUL ACT OF CITY). IN THE EVENT OF JOINT OR CONCURRENT NEGLIGENCE OF BOTH CITY AND DEVELOPER PARTIES, THE RESPONSIBILITY, IF ANY, SHALL BE APPORTIONED COMPARATIVELY IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS, WITHOUT, HOWEVER, WAIVING ANY GOVERNMENTAL IMMUNITY AVAILABLE TO CITY AND WITHOUT WAIVING ANY DEFENSES OF THE PARTIES UNDER TEXAS LAW. IF ANY ACTION OR PROCEEDING SHALL BE BROUGHT BY OR AGAINST CITY IN CONNECTION WITH ANY SUCH LIABILITY OR CLAIM, DEVELOPER PARTIES, AS APPLICABLE, SHALL BE REQUIRED, ON NOTICE FROM CITY, TO DEFEND SUCH ACTION OR PROCEEDINGS AT DEVELOPER PARTIES' EXPENSE, BY OR THROUGH ATTORNEYS REASONABLY SATISFACTORY TO CITY. THE PROVISIONS OF THIS SECTION ARE SOLELY FOR THE BENEFIT OF THE PARTIES HERETO AND NOT INTENDED TO CREATE OR GRANT

ANY RIGHTS, CONTRACTUAL OR OTHERWISE, TO ANY OTHER PERSON OR ENTITY. NOTWITHSTANDING THE FOREGOING, THE DEVELOPER PARTIES SHALL BE RELEASED UPON THE ASSIGNMENT OF THIS AGREEMENT TO ANY PERMITTED THIRD-PARTY ASSIGNEE FOR CLAIMS ARISING SUBSEQUENT TO THE ASSIGNMENT TO SUCH THIRD-PARTY ASSIGNEE, AND THE CITY SHALL SEEK INDEMNIFICATION FROM THE THIRD-PARTY ASSIGNEE.

ARTICLE XVI

GENERAL PROVISIONS

Section 16.01. Notices.

Any notice, communication or disbursement required to be given or made hereunder shall be in writing and shall be given or made by facsimile, hand delivery, overnight courier, or by United States mail, certified or registered mail, return receipt requested, postage prepaid, at the addresses set forth below or at such other addresses as may be specified in writing by any Party hereto to the other parties hereto. Each notice which shall be mailed or delivered in the manner described above shall be deemed sufficiently given, served, sent and received for all purpose at such time as it is received by the addressee (with return receipt, the delivery receipt or the affidavit of messenger being deemed conclusive evidence of such receipt) at the following addresses:

To the City:	Attn: Cliff Keheley Mesquite City Manager PO Box 850137 Mesquite, TX 75185-0137
With a copy to:	Attn: City Attorney Mesquite City Attorney PO Box 850137 Mesquite, TX 75185-0137
To the Developer:	Attn: Mehrdad Moayedi MM Mesquite 50, LLC 1800 Valley View Lane Suite 300 Farmers Branch, Texas 75234
With a copy to:	Attn: Travis Boghetich Boghetich Law, PLLC Suite 300 Farmers Branch, Texas 75234 E-mail: travis.boghetich@gmail.com

Section 16.02. Make-Whole Provision. If the issuance of the PID Bonds in any calendar year precludes the City from issuing bank qualified debt for that calendar year, then the Developer shall pay to the City a fee (the "PID Bond Fee") to compensate the City for the interest savings the

City would have achieved had the debt issued by the City been bank qualified. The City's financial advisor shall calculate the PID Bond Fee based on the planned debt issuances for the City in the year in which the PID Bonds are issued, and shall notify the Developer of the total amount due prior to the issuance of the PID Bonds. The Developer agrees to pay the PID Bond Fee to the City within ten (10) business days after receiving notice from the City of the amount of PID Bond Fee due to the City. The PID Bond Fee shall be held in a segregated account of the City and if the total amount of debt obligations sold or entered into by the City in the calendar year in which the PID Bonds are issued are less than the bank qualification limits (currently \$10 million per calendar year), then the PID Bond Fee shall be returned to the Developer..

Section 16.03. Assignment.

(a) This Agreement shall be binding upon and inure to the benefit of the successors and assigns of the Parties. The obligations, requirements or covenants to develop the Property, including construction of the Public Improvements may be assigned to an Affiliate without the prior written consent of the City. The obligations, requirements or covenants to the development of the Property, including construction of the Public Improvements shall not be assigned to any non-Affiliate without the prior written consent of the City Representative, which consent shall not be unreasonably withheld if the assignee demonstrates the financial ability to perform in the reasonable judgment of the City Representative. Each assignment shall be in writing executed by Developer and the assignee and shall obligate the assignee to be bound by this Agreement to the extent this Agreement applies or relates to the obligations, rights, title or interests being assigned. No assignment by Developer shall release Developer from any liability that resulted from an act or omission by Developer that occurred prior to the effective date of the assignment unless the City approves the release in writing. Developer shall maintain written records of all assignments made by Developer to Assignee, including a copy of each executed assignment and the Assignee's notice information as required by this Agreement, and, upon written request from the City, any Party or Assignee, shall provide a copy of such records to the requesting person or entity, and this obligation shall survive the assigning Party's sale, assignment, transfer or other conveyance of any interest in this Agreement or the Property.

(b) Developer may assign any receivables or revenues due pursuant to this Agreement or any Reimbursement Agreement to a third party without the consent of, but upon written notice to the City. Provided, however, that notwithstanding the above, the City shall not be required to make partial payments to more than two parties as a result of an assignment.

(c) The Developer and assignees have the right, from time to time, to collaterally assign, pledge, grant a lien or security interest in, or otherwise encumber any of their respective rights, title, or interest under this Agreement for the benefit of (a) their respective lenders without the consent of, but with prompt written notice to, the City. The collateral assignment, pledge, grant of lien or security interest, or other encumbrance shall not, however, obligate any lender to perform any obligations or incur any liability under this Agreement unless the lender agrees in writing to perform such obligations or incur such liability. Provided the City has been given a copy of the documents creating the lender's interest, including Notice information for the lender, then that lender shall have the right, but not the obligation, to cure any default under this Agreement within thirty (30) days written Notice to the lender, not to be unreasonably withheld, offered by the lender, as if offered by the defaulting Party. A lender is not a party to this Agreement unless this

Agreement is amended, with the consent of the lender, to add the lender as a Party. Notwithstanding the foregoing, however, this Agreement shall continue to bind the Property and shall survive any transfer, conveyance, or assignment occasioned by the exercise of foreclosure or other rights by a lender, whether judicial or non-judicial. Any purchaser from or successor owner through a lender of any portion of the Property shall be bound by this Agreement and shall not be entitled to the rights and benefits of this Agreement with respect to the acquired portion of the Property until all defaults under this Agreement with respect to the acquired portion of the Property have been cured.

(d) The City does not and shall not consent to nor participate in any third-party financing based upon the Developer's assignment of its right to receive funds pursuant to this Agreement, the Reimbursement Agreement or the Peachtree Road Economic Development Agreement.

Section 16.04. Table of Contents; Titles and Headings.

The titles of the articles, and the headings of the sections of this Agreement are solely for convenience of reference, are not a part of this Agreement, and shall not be deemed to affect the meaning, construction, or effect of any of its provisions.

Section 16.05. Entire Agreement; Amendment.

This Agreement is the entire agreement between the Parties with respect to the subject matter covered in this Agreement. There is no other collateral oral or written agreement between the Parties that in any manner relates to the subject matter of this Agreement. This Agreement may only be amended by a written agreement executed by all Parties.

Section 16.06. Time.

In computing the number of days for purposes of this Agreement, all days will be counted, including Saturdays, Sundays, and legal holidays; however, if the final day of any time period falls on a Saturday, Sunday, or legal holiday, then the final day will be deemed to be the next day that is not a Saturday, Sunday, or legal holiday.

Section 16.07. Counterparts.

This Agreement may be executed in any number of counterparts, each of which will be deemed to be an original, and all of which will together constitute the same instrument.

Section 16.08. Severability; Waiver.

If any provision of this Agreement is illegal, invalid, or unenforceable, under present or future laws, it is the intention of the parties that the remainder of this Agreement not be affected and, in lieu of each illegal, invalid, or unenforceable provision, a provision be added to this Agreement which is legal, valid, and enforceable and is as similar in terms to the illegal, invalid, or enforceable provision as is possible.

Any failure by a Party to insist upon strict performance by the other party of any material provision of this Agreement will not be deemed a waiver or of any other provision, and such Party may at any time thereafter insist upon strict performance of any and all of the provisions of this Agreement.

Section 16.09. No Third-Party Beneficiaries.

The City and the Developer intend that this Agreement shall not benefit or create any right or cause of action in or on behalf of any third party beneficiary, or any individual or entity other than the City, the Developer or assignees of such Parties.

Section 16.10. Notice of Assignment. Developer shall not transfer the Property (other than Tract 2B) prior to the levy of Assessments. Subject to Section 16.03 herein, the requirements set forth below shall apply in the event that the Developer sells, assigns, transfers or otherwise conveys the Property or any part thereof and/or any of its rights, benefits or obligations under this Agreement. Developer must provide the following:

- (a) within 30 days after the effective date of any such sale, assignment, transfer, or other conveyance, the Developer must provide written notice of same to the City;
- (b) the Notice must describe the extent to which any rights or benefits under this Agreement have been sold, assigned, transferred, or otherwise conveyed;
- (c) the Notice must state the name, mailing address, and telephone contact information of the person(s) acquiring any rights or benefits as a result of any such sale, assignment, transfer, or other conveyance;
- (d) the Notice must be signed by a duly authorized person representing the Developer.

Section 16.11. No Joint Venture.

Nothing contained in this Agreement or any other agreement between the Developer and the City is intended by the Parties to create a partnership or joint venture between the Developer, on the one hand, and the City on the other hand and any implication to the contrary is hereby expressly disavowed. It is understood and agreed that this Agreement does not create a joint enterprise, nor does it appoint either Party as an agent of the other for any purpose whatsoever. Neither Party shall in any way assume any of the liability of the other for acts of the other or obligations of the other. Each Party shall be responsible for any and all suits, demands, costs or actions proximately resulting from its own individual acts or omissions.

Section 16.12. Estoppel Certificates. From time to time within fifteen (15) business days of a written request of the Developer or any future Developer, and upon the payment of a \$100.00 fee to the City, the City Manager, or his/her designee is authorized, in his official capacity and to his reasonable knowledge and belief, to execute a written estoppel certificate in form approved by

the City Attorney, identifying any obligations of a Developer under this Agreement that are in default.

Section 16.13. Independence of Action.

It is understood and agreed by and among the Parties that in the design, construction and development of the Public Improvements and any of the related improvements described herein, and in the Parties' satisfaction of the terms and conditions of this Agreement, that each Party is acting independently, and the City assumes no responsibility or liability to any third parties in connection to the Developer's obligations hereunder.

Section 16.14. Limited Recourse.

No officer, director, employee, agent, attorney or representative of the Developer shall be deemed to be a Party to this Agreement or shall be liable for any of the contractual obligations created hereunder. No elected official of the City and no agent, attorney or representative of the City shall be deemed to be a Party to this Agreement or shall be liable for any of the contractual obligations created hereunder.

Section 16.15. Exhibits.

All exhibits to this Agreement are incorporated herein by reference for all purposes wherever reference is made to the same.

Section 16.16. Survival of Covenants.

Any of the representations, warranties, covenants, and obligations of the Parties, as well as any rights and benefits of the Parties, pertaining to a period of time following the termination of this Agreement shall survive termination.

Section 16.17. No Acceleration.

All amounts due pursuant to this Agreement and any remedies under this Agreement are not subject to acceleration.

Section 16.18. Conditions Precedent.

This Agreement is expressly subject to, and the obligations of the Parties are conditioned upon the City levy of the Assessments and the issuance of the PID Bonds or approval of a Reimbursement Agreement.

Section 16.19. No Reduction of Assessments.

Following the issuance of the PID Bonds, the Developer agrees not to take any action or actions to reduce the total amount of the Assessments. The Developer agrees not to take any action or actions to reduce the total amount of such Assessments to be levied as of the effective date of this Agreement.

Section 16.20. Parking. Once new agreements relating to parking at the Mesquite Rodeo have been agreed upon and executed by the parties, the Developer agrees to terminate all agreements and easements to which it is a party (by assignment or otherwise) relating to parking at the Mesquite Rodeo and will work in good faith with the City to enter into a new agreement regarding such parking.

Section 16.21. Anti-Boycott Verification.

The Developer hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not boycott Israel and, to the extent this Agreement is a contract for goods or services, will not boycott Israel during the term of this Agreement. The foregoing verification is made solely to comply with Section 2270.002, Texas Government Code, and to the extent such Section does not contravene applicable Federal law. As used in the foregoing verification, 'boycott Israel' means 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 specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes. The Developer understands 'affiliate' to mean an entity that controls, is controlled by, or is under common control with the Developer and exists to make a profit.

Section 16.22. Iran, Sudan and Foreign Terrorist Organizations

. The Developer represents that neither it nor any of its parent company, wholly- or majority-owned subsidiaries, and other affiliates is a company identified on a list prepared and maintained by the Texas Comptroller of Public Accounts under Section 2252.153 or Section 2270.0201, Texas Government Code, and posted on any of the following pages of such officer's internet website: <https://comptroller.texas.gov/purchasing/docs/sudan-list.pdf>, <https://comptroller.texas.gov/purchasing/docs/iran-list.pdf>, or <https://comptroller.texas.gov/purchasing/docs/fto-list.pdf>. The foregoing representation is made solely to comply with Section 2252.152, Texas Government Code, and to the extent such Section does not contravene applicable Federal law and excludes the Developer and each of its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, that the United States government has affirmatively declared to be excluded from its federal sanctions regime relating to Sudan or Iran or any federal sanctions regime relating to a foreign terrorist organization. The Developer understands "affiliate" to mean any entity that controls, is controlled by, or is under common control with the Developer and exists to make a profit.

Section 16.23. Governing Law.

The Agreement shall be governed by the laws of the State of Texas without regard to any choice of law rules; and venue for any action concerning this Agreement and the Reimbursement Agreement shall be in the State District Court of Dallas County, Texas. The Parties agree to submit to the personal and subject matter jurisdiction of said court.

Section 16.24. Conflict.

In the event of any conflict between this Agreement and any Indenture authorizing the PID Bond, the Indenture controls. In the event of any conflict between this Agreement and the

Reimbursement Agreement, the Reimbursement Agreement shall control, except that in all cases, Applicable Law shall control.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

CITY OF MESQUITE

By:

Name:

Title:

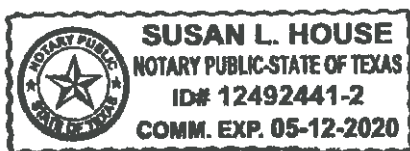
Cliff Keheley
Cliff Keheley
City Manager

ATTEST:

Sonya Land
City Secretary

STATE OF TEXAS §
 §
COUNTY OF DALLAS §

This instrument was acknowledged before me on the 12th day of December, 2018 by Cliff Keheley, City Manager of the City of Mesquite, a Texas home rule municipality, on behalf of said home rule municipality.



Susan L. House
Notary Public, State of Texas

[SIGNATURES CONTINUE ON NEXT PAGE]

Developer:

MM Mesquite 50, LLC,
a Texas limited liability company

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

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

By: 
Name: Mehrdad Moayed
Its: Manager

STATE OF TEXAS §
 §
COUNTY OF DALLAS §

This instrument was acknowledged before me on the 29 day of November, 2018 by Mehrdad Moayed, Manager of 2M Ventures, LLC, as Manager of MMM Ventures, LLC, as Manager of MM Mesquite 50, LLC, a Texas limited liability company on behalf of said company.


Notary Public, State of Texas



Signature Page to Development Agreement

EXHIBIT A-1

DEVELOPER PROPERTY DESCRIPTION AND MAP

Exhibit A-1

PROPERTY DESCRIPTION

TRACT 1

STATE OF TEXAS §

COUNTY OF DALLAS §

BEING a tract of land situated in the DANIEL TANNER SURVEY, ABSTRACT NO. 1462 and the JOB BADGLEY SURVEY, ABSTRACT NO. 74, in the City of Mesquite, Dallas County, Texas, and being all of the tracts of land (Tract 2, Tract 3 and Tract 5) described in deed to Scyene Rodeo, Ltd. as recorded in Volume 2000064, Page 2651, Official Public Records, Dallas County, Texas, and all of a tract of land described in deed to Scyene Rodeo, Ltd. as recorded in County Clerk's Instrument No. 200600158939, Official Public Records, Dallas County, Texas, and all of the tracts of land (Tract I and Tract II) described in deed to Scyene Rodeo, Ltd. as recorded in County Clerk's Instrument No. 20070091617, Official Public Records, Dallas County, Texas, and being more particularly described as follows:

BEGINNING at a 1/2-inch iron rod with red plastic cap stamped "WAI" set for corner at the intersection of the Westerly right-of-way of Hickory Tree Road, a variable width right-of-way, with the Northerly right-of-way of Rodeo Drive, a 60-foot right-of-way;

THENCE South 89 deg 05 min 14 sec West, departing the Westerly right-of-way of said Hickory Tree Road, along the Northerly right-of-way of said Rodeo Drive, a distance of 166.14 feet to a 1/2-inch iron rod found for corner;

THENCE North 00 deg 43 min 52 sec West, departing the Northerly right-of-way of said Rodeo Drive, a distance of 274.56 feet to a 1/2-inch iron rod found for corner;

THENCE South 89 deg 07 min 34 sec West, a distance of 179.97 feet to a 1/2-inch iron rod found for corner;

THENCE North 00 deg 45 min 54 sec West, a distance of 222.59 feet to a point for corner from which a 1/2-inch iron rod found bears South 03 deg 10 min 10 sec West, a distance of 0.37 feet;

THENCE South 89 deg 09 min 20 sec West, a distance of 366.01 feet to a 1/2-inch iron rod found for corner;

THENCE South 00 deg 44 min 50 sec East, a distance of 497.71 feet to a point for corner on the Northerly right-of-way of said Rodeo Drive from which a 1/2-inch iron rod found bears South 48 deg 42 min 54 sec West, a distance of 0.26 feet;

THENCE along the Northerly and Easterly rights-of-way of said Rodeo Drive, the following courses and distances:

South 89 deg 05 min 14 sec West, a distance of 208.76 feet to a 1/2-inch iron rod found for corner;

North 45 deg 54 min 46 sec West, a distance of 14.20 feet to a point for corner from which a 1/2-inch iron rod found bears North 03 deg 20 min 09 sec East, a distance of 0.24 feet;

North 00 deg 53 min 15 sec West, a distance of 269.09 feet to a 1/2-inch iron rod with plastic cap stamped "NDM" found for corner, said point being the beginning of a curve to the right having a radius of 570.00 feet, a central angle of 05 deg 15 min 44 sec, a chord bearing of North 01 deg 46 min 53 sec East, and a chord length of 52.33 feet;

Along said curve to the right, an arc distance of 52.35 feet to a 1/2-inch iron rod with plastic cap stamped "NDM" found for corner;

North 04 deg 24 min 44 sec East, a distance of 153.53 feet to a point for corner from which a 1/2-inch iron rod with plastic cap stamped "NDM" found bears North 67 deg 14 min 45 sec East, a distance of 0.25 feet, said point being the beginning of a curve to the left having a radius of 630.00 feet, a central angle of 69 deg 52 min 22 sec, a chord bearing of North 30 deg 31 min 28 sec West, and a chord length of 721.56 feet;;

Along said curve to the left, an arc distance of 768.26 feet to a point for corner from which a 1/2 inch iron rod with plastic cap stamped "NDM" found bears South 37 deg 12 min 45 sec West, a distance of 0.28 feet, said point being the beginning of a curve to the right having a radius of 570.00 feet, a central angle of 44 deg 08 min 52 sec, a chord bearing of North 43 deg 23 min 12 sec West, and a chord length of 428.42 feet;

Along said curve to the right, an arc distance of 439.20 feet to a point for corner from which a 1/2-inch iron rod with plastic cap stamped "NDM" found bears South 61 deg 43 min 29 sec West, a distance of 0.26 feet, at the Southwesterly end of a corner clip at the intersection of the Easterly right-of-way of said Rodeo Drive with the Southerly right-of-way of W. Scyene Road, a variable width right-of-way;

THENCE North 30 deg 06 min 45 sec East, along said corner clip, a distance of 25.49 feet to a 1/2-inch iron rod found for corner on the Southerly right-of-way of said W. Scyene Road at the Northeasterly end of said corner clip;

THENCE along the Southerly right-of-way of said W. Scyene Road, the following courses and distances:

North 80 deg 32 min 52 sec East, a distance of 181.60 feet to a 1/2-inch iron rod with red plastic cap stamped "WAI" set for corner;

North 76 deg 54 min 23 sec East, a distance of 310.18 feet to a 1/2-inch iron rod with red plastic cap stamped "WAI" set for corner;

North 62 deg 47 min 33 sec East, a distance of 160.34 feet to a 1/2-inch iron rod with red plastic cap stamped "WAI" set for corner said point being the beginning of a non-tangent curve to the right having a radius of 1591.54 feet, a central angle of 06 deg 29 min 33 sec, a chord bearing of North 84 deg 02 min 09 sec East, and a chord length of 180.25 feet;

Along said non-tangent curve to the right, an arc distance of 180.35 feet to a point for corner from which a 1/2-inch iron rod with plastic cap stamped "NDM" found bears South 86 deg 05 min 47 sec East, a distance of 1.76 feet;

THENCE South 00 deg 49 min 10 sec East, departing the Southerly right-of-way of said W. Scyene Road, a distance of 141.43 feet to a point for corner from which a 1/2-inch iron rod with plastic cap stamped "NDM" found bears South 60 deg 00 min 13 sec East, a distance of 2.02 feet;

THENCE South 44 deg 54 min 31 sec West, a distance of 43.56 feet to a 1/2-inch iron rod found for corner;

THENCE South 87 deg 55 min 12 sec East, a distance of 334.35 feet to a 1/2-inch iron rod with red plastic cap stamped "WAI" set for corner;

THENCE North 02 deg 02 min 41 sec East, a distance of 230.04 feet to a 1/2-inch iron rod with red plastic cap stamped "WAI" set for corner on the Southerly right-of-way of said W. Scyene Road;

THENCE South 87 deg 41 min 15 sec East, along the Southerly right-of-way of said W. Scyene Road, a distance of 30.27 feet to a 1/2-inch iron rod with red plastic cap stamped "WAI" set for corner;

THENCE South 02 deg 05 min 15 sec West, departing the Southerly right-of-way of said W. Scyene Road, a distance of 230.10 feet to a 1/2-inch iron rod with red plastic cap stamped "WAI" set for corner;

THENCE South 87 deg 53 min 05 sec East, a distance of 303.97 feet to a 1/2-inch iron rod with plastic cap stamped "HALFF" found for corner on the Westerly right-of-way of Interstate Highway 635, a variable width right-of-way;

THENCE South 18 deg 47 min 13 sec East, along the Westerly right-of-way of said Interstate Highway 635, a distance of 346.59 feet to a mag nail set for corner at the intersection of the Westerly right-of-way of said Interstate Highway 635 with the Westerly right-of-way of said Hickory Tree Road;

THENCE along the Westerly right-of-way of said Hickory Tree Road, the following courses and distances:

South 00 deg 56 min 53 sec East, a distance of 119.30 feet to a 1/2-inch iron rod with red plastic cap stamped "WAI" set for corner;

South 00 deg 56 min 59 sec East, a distance of 422.31 feet to a 1/2-inch iron rod with red plastic cap stamped "WAI" set for corner;

South 10 deg 39 min 07 sec West, a distance of 49.30 feet to a 1/2-inch iron rod with red plastic cap stamped "WAI" set for corner;

South 00 deg 44 min 00 sec East, a distance of 5.05 feet to a 1/2-inch iron rod with red plastic cap stamped "WAI" set for corner;

North 89 deg 09 min 20 sec East, a distance of 9.71 feet to a 1/2-inch iron rod with red plastic cap stamped "WAI" set for corner;

THENCE South 00 deg 41 min 55 sec East, continuing along the Westerly right-of-way of said Hickory Tree Road, a distance of 496.86 feet to the POINT OF BEGINNING.

CONTAINING within these metes and bounds 31.941 acres or 1,391,331 square feet of land, more or **less**.

Bearings shown hereon are based upon an on-the-ground Survey performed in the field on the 29th day of August, 2017, utilizing a G.P.S. bearing related to the Texas Coordinate System, North Texas Central Zone (4202), NAD 83, grid values from the GeoShack VRS Network.

**PROPERTY DESCRIPTION
(TRACT 2)**

**STATE OF TEXAS §
COUNTY OF DALLAS §**

BEING a tract of land situated in the DANIEL TANNER SURVEY, ABSTRACT NO. 1462, in the City of Mesquite, Dallas County, Texas, and being a portion of a tract of land (Tract 1) described in deed to Scyene Rodeo, Ltd. as recorded in Volume 2000064, Page 2651, Official Public Records, Dallas County, Texas, and being more particularly described as follows:

BEGINNING at a 1/2-inch iron rod with red plastic cap stamped "WAI" set for corner at the Northwest end of a corner clip at the intersection of the Southerly right-of-way of W. Scyene Road, a variable width right-of-way, with the Westerly right-of-way of Rodeo Drive, a 60-foot right-of-way;

THENCE South 59 deg 22 min 03 sec East, along said corner clip, a distance of 30.60 feet to a 1/2-inch iron rod with plastic cap stamped "NDM" found for corner on the Westerly right-of-way of Rodeo Drive at the Southeast end of said corner clip, said point being the beginning of a curve to the left having a radius of 630.00 feet, a central angle of 45 deg 17 min 04 sec, a chord bearing of South 42 deg 49 min 07 sec East, and a chord length of 485.07 feet;

THENCE along the Westerly right-of-way of said Rodeo Drive, the following courses and distances:

Along said curve to the left, an arc distance of 497.93 feet to a 1/2-inch iron rod with plastic cap stamped "NDM" found for corner, said point being the beginning of a curve to the right having a radius of 570.00 feet, a central angle of 69 deg 52 min 22 sec, a chord bearing of South 30 deg 31 min 28 sec East, and a chord length of 652.84 feet;

Along said curve to the right, an arc distance of 695.12 feet to a point for corner from which a 1/2-inch iron rod with plastic cap stamped "NDM" found bears North 50 deg 46 min 52 sec East, a distance of 0.33 feet;

South 04 deg 24 min 44 sec West, a distance of 26.90 feet to a point for corner from which a 1/2-inch iron rod found bears North 54 deg 32 min 12 sec East, a distance of 0.23 feet;

THENCE South 89 deg 08 min 21 sec West, departing the Westerly right-of-way of said Rodeo Drive, a distance of 428.87 feet to a point for corner on the East line of Town Ridge Addition, an addition to the City of Mesquite, Dallas County, Texas, according to the Plat thereof recorded in Volume 84217, Page 3610, Official Public Records, Dallas

County, Texas, from which a 1/2-inch iron rod with plastic cap stamped "2609" found bears North 89 deg 26 min 19 sec East, a distance of 0.95 feet;

THENCE North 04 deg 23 min 41 sec East, along the East line Town Ridge Addition, a distance of 434.26 feet to a 1/2-inch iron rod with red plastic cap stamped "WAI" set for the Northeast corner of said Town Ridge Addition;

THENCE South 89 deg 22 min 58 sec West, departing the East line of said Town Ridge Addition, along the North line of said Town Ridge Addition, a distance of 676.58 feet to a 1/2-inch iron rod with red plastic cap stamped "WAI" set for corner in the Easterly right-of-way of Peachtree Road, a 50'-foot right-of-way, said point being the beginning of a non-tangent curve to the left having a radius of 852.28 feet, a central angle of 15 deg 10 min 31 sec, a chord bearing of North 08 deg 12 min 52 sec West, and a chord length of 225.07 feet;

THENCE departing the North line of said Town Ridge Addition, along the Easterly right-of-way of said Peachtree Road and said non-tangent curve to the left, an arc distance of 225.73 feet to a point for the Southwest corner of Lot 1, Block A, The Landmark Addition, an addition to the City of Mesquite, Dallas County, Texas, according to the Plat thereof recorded in Volume 85435, Page 3484, Official Public Records, Dallas County, Texas, from which a 1/2-inch iron rod found bears South 79 deg 15 min 41 sec West, a distance of 0.49 feet;

THENCE North 68 deg 58 min 59 sec East, departing the Easterly right-of-way of said Peachtree Road, along the Southerly line of said Lot 1, Block A, a distance of 224.07 feet to a 1/2-inch iron rod with red plastic cap stamped "WAI" set for the Southeast corner of said Lot 1, Block A;

THENCE North 21 deg 01 min 01 sec West, departing the Southerly line of said Lot 1, Block A, along the Easterly line of said Lot 1, Block A, a distance of 173.00 feet to a 1/2-inch iron rod with red plastic cap stamped "WAI" set for corner on the Southerly right-of-way of said W. Scyene Road from which a 1/2-inch iron rod found bears North 67 deg 06 min 30 sec West, a distance of 4.69 feet;

THENCE along the Southerly right-of-way of said W. Scyene Road, the following courses and distances:

North 69 deg 17 min 00 sec East, a distance of 118.85 feet to a point for corner from which a 5/8-inch iron rod found bears South 77 deg 20 min 07 sec West, a distance of 0.28 feet;

North 76 deg 18 min 49 sec East, a distance of 100.05 feet to a 1/2-inch iron rod found for corner;

THENCE North 80 deg 08 min 03 sec East, a distance of 64.17 feet to the POINT OF BEGINNING.

CONTAINING within these metes and bounds 10.535 acres or 458,917 square feet of land, more or less.

Bearings shown hereon are based upon an on-the-ground Survey performed in the field on the 25th day of August, 2017, utilizing a G.P.S. bearing related to the Texas Coordinate System, North Texas Central Zone (4202), NAD 83, grid values from the GeoShack VRS network.

PROPERTY DESCRIPTION (TRACT 3)

**STATE OF TEXAS §
COUNTY OF DALLAS §**

BEING a tract of land situated in the DANIEL TANNER SURVEY, ABSTRACT NO. 1462, in the City of Mesquite, Dallas County, Texas, and being all of a tract of land described in deed to Scyene Rodeo, Ltd. (Tract 4) as recorded in Volume 2000064, Page 2651, Official Public Records, Dallas County, Texas, and being more particularly described as follows:

BEGINNING at a 1/2-inch iron rod with red plastic cap stamped "WAI" set for corner at the intersection of the Southerly right-of-way of W. Scyene Road, a variable width right-of-way, with the Westerly right-of-way of Peachtree Road, a 50-foot right-of-way;

THENCE departing the Southerly right-of-way of said Scyene Road, along the Westerly right-of-way of said Peachtree Road, the following courses and distances:

South 21 deg 07 min 13 sec East, a distance of 93.79 feet to a 1/2-inch iron rod with red plastic cap stamped "WAI" set for corner, said point being the beginning of a curve to the right having a radius of 802.28 feet, a central angle of 53 deg 29 min 33 sec, a chord bearing of South 05 deg 37 min 22 sec West, and a chord length of 722.12 feet;

Along said curve to the right, an arc distance of 749.03 feet, to a point for corner from which a 1/2-inch iron rod with plastic cap stamped "2609" found bears South 53 deg 21 min 57 sec East, a distance of 0.85 feet;

South 32 deg 22 min 08 sec West, a distance of 156.02 feet to a point for corner from which a 1/2-inch iron rod with plastic cap stamped "2609" found bears South 39 deg 10 min 48 sec East, a distance of 0.82 feet;

THENCE North 57 deg 37 min 45 sec West, departing the Westerly right-of-way of said Peachtree Road, a distance of 344.87 feet to a point for corner from which a 1/2-inch iron rod found bears South 22 deg 34 min 42 sec East, a distance of 0.54 feet, on the Easterly right-of-way of Stadium Drive, a 60-foot right-of-way;

THENCE North 01 deg 18 min 44 sec West, along the Easterly right-of-way of said Stadium Drive, a distance of 589.15 feet to a point for corner on the southerly right-of-way of said W. Scyene Road from which a 1/2-inch iron rod with plastic cap stamped "LJA" found bears South 68 deg 52 min 47 sec West, a distance of 0.30 feet;

THENCE North 68 deg 52 min 47 sec East, along the Southerly right-of-way of said W. Scyene Road, a distance of 455.88 feet to the POINT OF BEGINNING.

CONTAINING within these metes and bounds 8.318 acres or 362,320 square feet of land, more or less. Bearings shown hereon are based upon an on-the-ground Survey performed in the field on the 29th day of August, 2017, utilizing a G.P.S. bearing related to the Texas Coordinate System, North Texas Central Zone (4202), NAD 83, grid values from the GeoShack VRS Network.

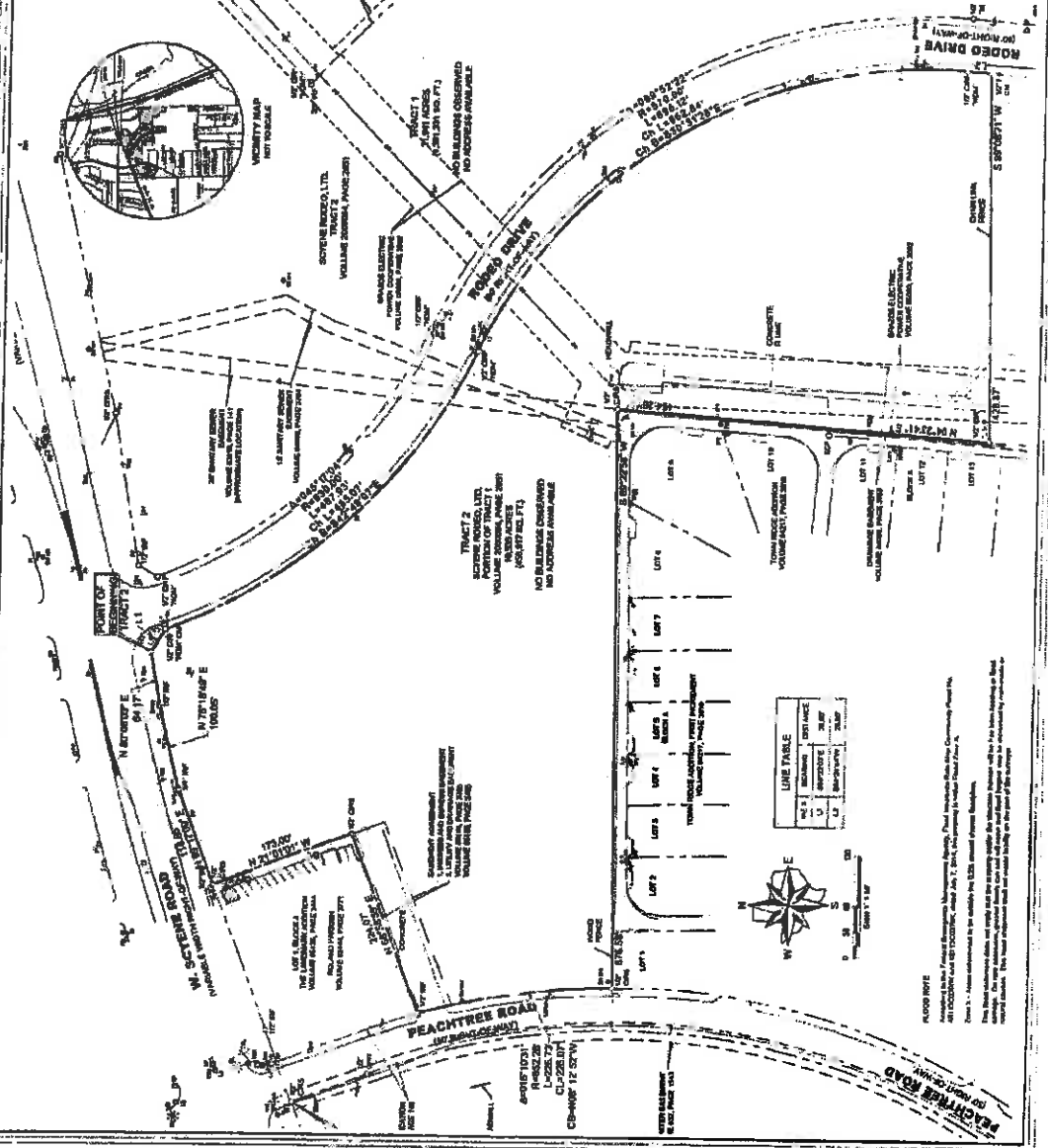
City of New York
Volume 108, Page 304

ALTA/NSPS LAND TITLE SURVEY
TRACT 2 - 10.636 ACRES

CITY OF MESQUITE, DALLAS COUNTY, TEXAS
CENTURION WATERBURY DEVELOPMENT GROUP
1800 VALLEY VIEW LANE, SUITE 300
FARMERS BRANCH, TEXAS 75234

THE ASSOCIATION OF
 AMERICAN ENGINEERS
 AND ARCHITECTS
 1700 K STREET, N.W.
 WASHINGTON, D.C. 20006

ABBREVIATION LEGEND		ALL INFORMATION LEGEND	
ALL	ALL INFORMATION CONTAINED HEREIN IS UNCLASSIFIED	ALL	ALL INFORMATION CONTAINED HEREIN IS UNCLASSIFIED
CONF	CONFIDENTIAL	CONF	CONFIDENTIAL
SECRET	SECRET	SECRET	SECRET
TOP SECRET	TOP SECRET	TOP SECRET	TOP SECRET
NOFORN	NOFORN	NOFORN	NOFORN
NOINT	NOINT	NOINT	NOINT
NOAL	NOAL	NOAL	NOAL
NOA	NOA	NOA	NOA
NOAC	NOAC	NOAC	NOAC
NOAD	NOAD	NOAD	NOAD
NOAE	NOAE	NOAE	NOAE
NOAF	NOAF	NOAF	NOAF
NOAG	NOAG	NOAG	NOAG
NOAH	NOAH	NOAH	NOAH
NOAI	NOAI	NOAI	NOAI
NOAJ	NOAJ	NOAJ	NOAJ
NOAK	NOAK	NOAK	NOAK
NOAL	NOAL	NOAL	NOAL
NOAM	NOAM	NOAM	NOAM
NOAN	NOAN	NOAN	NOAN
NOAO	NOAO	NOAO	NOAO
NOAP	NOAP	NOAP	NOAP
NOAQ	NOAQ	NOAQ	NOAQ
NOAR	NOAR	NOAR	NOAR
NOAS	NOAS	NOAS	NOAS
NOAT	NOAT	NOAT	NOAT
NOAU	NOAU	NOAU	NOAU
NOAV	NOAV	NOAV	NOAV
NOAW	NOAW	NOAW	NOAW
NOAX	NOAX	NOAX	NOAX
NOAY	NOAY	NOAY	NOAY
NOAZ	NOAZ	NOAZ	NOAZ
NOBA	NOBA	NOBA	NOBA
NOBB	NOBB	NOBB	NOBB
NOBC	NOBC	NOBC	NOBC
NOBD	NOBD	NOBD	NOBD
NOBE	NOBE	NOBE	NOBE
NOBF	NOBF	NOBF	NOBF
NOBG	NOBG	NOBG	NOBG
NOBH	NOBH	NOBH	NOBH
NOBI	NOBI	NOBI	NOBI
NOBJ	NOBJ	NOBJ	NOBJ
NOBK	NOBK	NOBK	NOBK
NOBL	NOBL	NOBL	NOBL
NOBM	NOBM	NOBM	NOBM
NOBN	NOBN	NOBN	NOBN
NOBO	NOBO	NOBO	NOBO
NOBP	NOBP	NOBP	NOBP
NOBQ	NOBQ	NOBQ	NOBQ
NOBR	NOBR	NOBR	NOBR
NOBS	NOBS	NOBS	NOBS
NOBT	NOBT	NOBT	NOBT
NOBU	NOBU	NOBU	NOBU
NOBV	NOBV	NOBV	NOBV
NOBW	NOBW	NOBW	NOBW
NOBX	NOBX	NOBX	NOBX
NOBY	NOBY	NOBY	NOBY
NOBZ	NOBZ	NOBZ	NOBZ
NOCA	NOCA	NOCA	NOCA
NOCB	NOCB	NOCB	NOCB
NOCC	NOCC	NOCC	NOCC
NOCD	NOCD	NOCD	NOCD
NOCE	NOCE	NOCE	NOCE
NOCF	NOCF	NOCF	NOCF
NOCG	NOCG	NOCG	NOCG
NOCH	NOCH	NOCH	NOCH
NOCI	NOCI	NOCI	NOCI
NOCJ	NOCJ	NOCJ	NOCJ
NOCK	NOCK	NOCK	NOCK
NOCL	NOCL	NOCL	NOCL
NOCM	NOCM	NOCM	NOCM
NOCN	NOCN	NOCN	NOCN
NOCO	NOCO	NOCO	NOCO
NOCP	NOCP	NOCP	NOCP
NOCQ	NOCQ	NOCQ	NOCQ
NOCR	NOCR	NOCR	NOCR
NOCS	NOCS	NOCS	NOCS
NOCT	NOCT	NOCT	NOCT
NOCU	NOCU	NOCU	NOCU
NOCV	NOCV	NOCV	NOCV
NOCW	NOCW	NOCW	NOCW
NOCX	NOCX	NOCX	NOCX
NOCY	NOCY	NOCY	NOCY
NOCZ	NOCZ	NOCZ	NOCZ
NODA	NODA	NODA	NODA
NODB	NODB	NODB	NODB
NODC	NODC	NODC	NODC
NODD	NODD	NODD	NODD
NODE	NODE	NODE	NODE
NODF	NODF	NODF	NODF
NODG	NODG	NODG	NODG
NODH	NODH	NODH	NODH
NODI	NODI	NODI	NODI
NODJ	NODJ	NODJ	NODJ
NODK	NODK	NODK	NODK
NODL	NODL	NODL	NODL
NODM	NODM	NODM	NODM
NODN	NODN	NODN	NODN
NODO	NODO	NODO	NODO
NODP	NODP	NODP	NODP
NODQ	NODQ	NODQ	NODQ
NODR	NODR	NODR	NODR
NODS	NODS	NODS	

[illegible][illegible]

Responsible for the Federal Reserve's Monetary Policy. Placed monetary policy under Community Reinvestment Act. AMERICAN ASSOCIATION OF BANKERS, created July 7, 1914, and renamed to Federal Reserve Bank of New York.

[illegible]

ALTA/NSPS LAND TITLE SURVEY
TRACT 3 - 31.941 ACRES

DANIEL TRAMER SURVEY, SUBTRACT NO. 242 AND THE
JOE BACILEY SURVEY, SUBTRACT NO. 24
CITY OF MEMPHIS, TENNESSEE, TEXAS
CENTURY AMERICAN DEVELOPMENT GROUP
1950 AND 1951 SURVEY, SUBTRACT NO. 242

<p>  भारत सरकार शिक्षा विभाग एन सी ई आर एन सी ई आर एन सी ई आर </p>		<p> एन सी ई आर एन सी ई आर एन सी ई आर एन सी ई आर एन सी ई आर </p>	
1	1	1	1
2	2	2	2
3	3	3	3
4	4	4	4
5	5	5	5
6	6	6	6
7	7	7	7
8	8	8	8
9	9	9	9
10	10	10	10
11	11	11	11
12	12	12	12
13	13	13	13
14	14	14	14
15	15	15	15
16	16	16	16
17	17	17	17
18	18	18	18
19	19	19	19
20	20	20	20
21	21	21	21
22	22	22	22
23	23	23	23
24	24	24	24
25	25	25	25
26	26	26	26
27	27	27	27
28	28	28	28
29	29	29	29
30	30	30	30
31	31	31	31
32	32	32	32
33	33	33	33
34	34	34	34
35	35	35	35
36	36	36	36
37	37	37	37
38	38	38	38
39	39	39	39
40	40	40	40
41	41	41	41
42	42	42	42
43	43	43	43
44	44	44	44
45	45	45	45
46	46	46	46
47	47	47	47
48	48	48	48
49	49	49	49
50	50	50	50
51	51	51	51
52	52	52	52
53	53	53	53
54	54	54	54
55	55	55	55
56	56	56	56
57	57	57	57
58	58	58	58
59	59	59	59
60	60	60	60
61	61	61	61
62	62	62	62
63	63	63	63
64	64	64	64
65	65	65	65
66	66	66	66
67	67	67	67
68	68	68	68
69	69	69	69
70	70	70	70
71	71	71	71
72	72	72	72
73	73	73	73
74	74	74	74
75	75	75	75
76	76	76	76
77	77	77	77
78	78	78	78
79	79	79	79
80	80	80	80
81	81	81	81
82	82	82	82
83	83	83	83
84	84	84	84
85	85	85	85
86	86	86	86
87	87	87	87
88	88	88	88
89	89	89	89
90	90	90	90
91	91	91	91
92	92	92	92
93	93	93	93
94	94	94	94
95	95	95	95
96	96	96	96
97	97	97	97
98	98	98	98
99	99	99	99
100	100	100	100

[illegible][illegible]

[Faint handwritten notes at bottom]

[illegible]

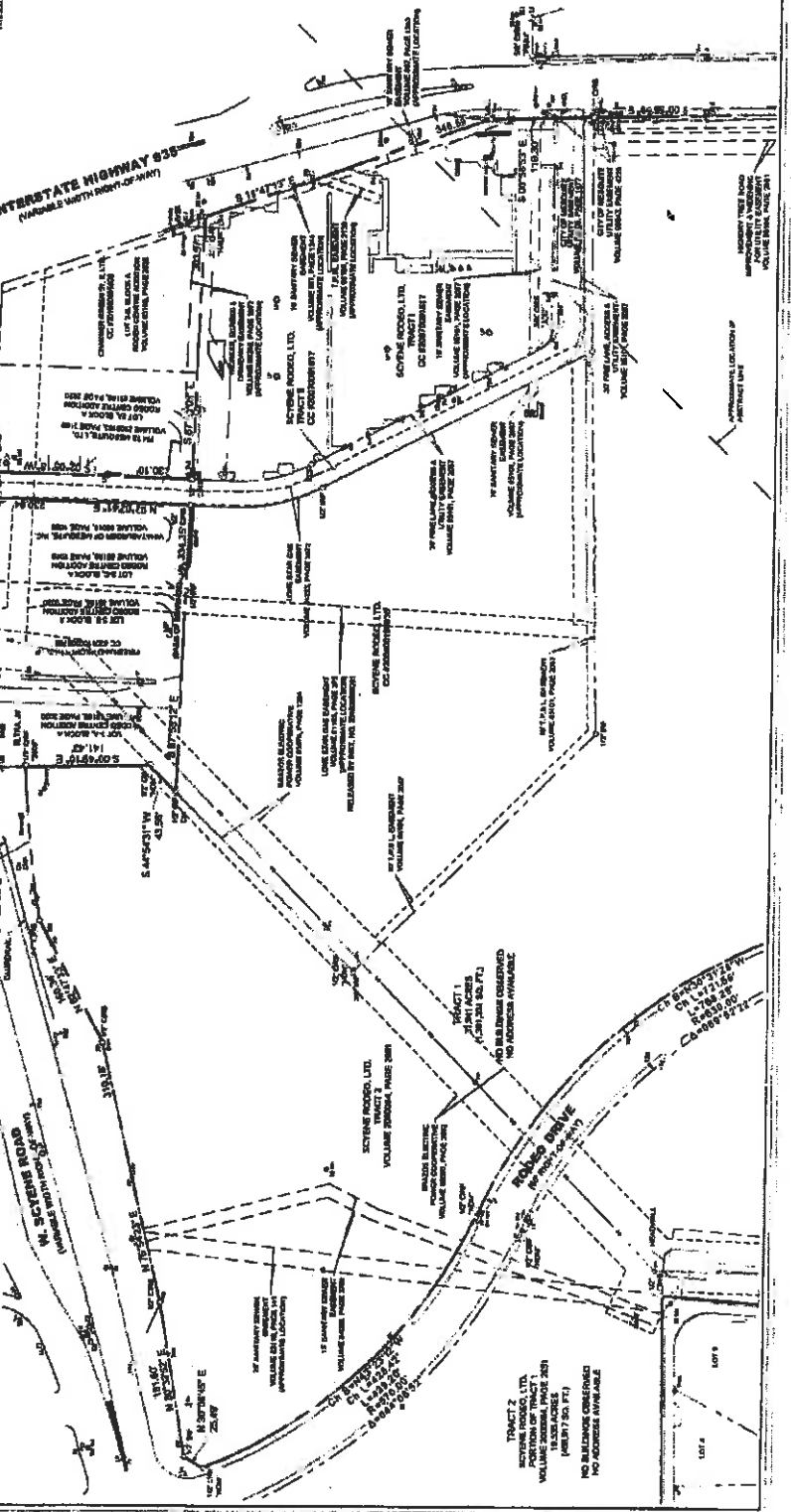
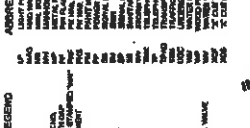
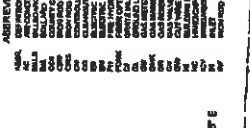
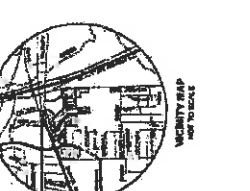
FLORIDA NOTE

According to the National Highway Traffic Safety Administration, approximately 100,000 vehicles are involved in collisions each year.

Don't let your insurance be the last thing you think about when you're driving. It's the first thing you should think about when you're driving.

The first step in choosing an insurance policy is to determine what you need. Do you need liability coverage? Do you need collision coverage? Do you need comprehensive coverage? Do you need medical payments coverage? Do you need uninsured motorist coverage? Do you need underinsured motorist coverage? Do you need rental car coverage? Do you need towing and labor coverage? Do you need gap coverage? Do you need new car replacement coverage? Do you need replacement cost coverage? Do you need actual cash value coverage? Do you need fair market value coverage? Do you need agreed value coverage? Do you need actual cash value coverage? Do you need fair market value coverage? Do you need agreed value coverage?

179



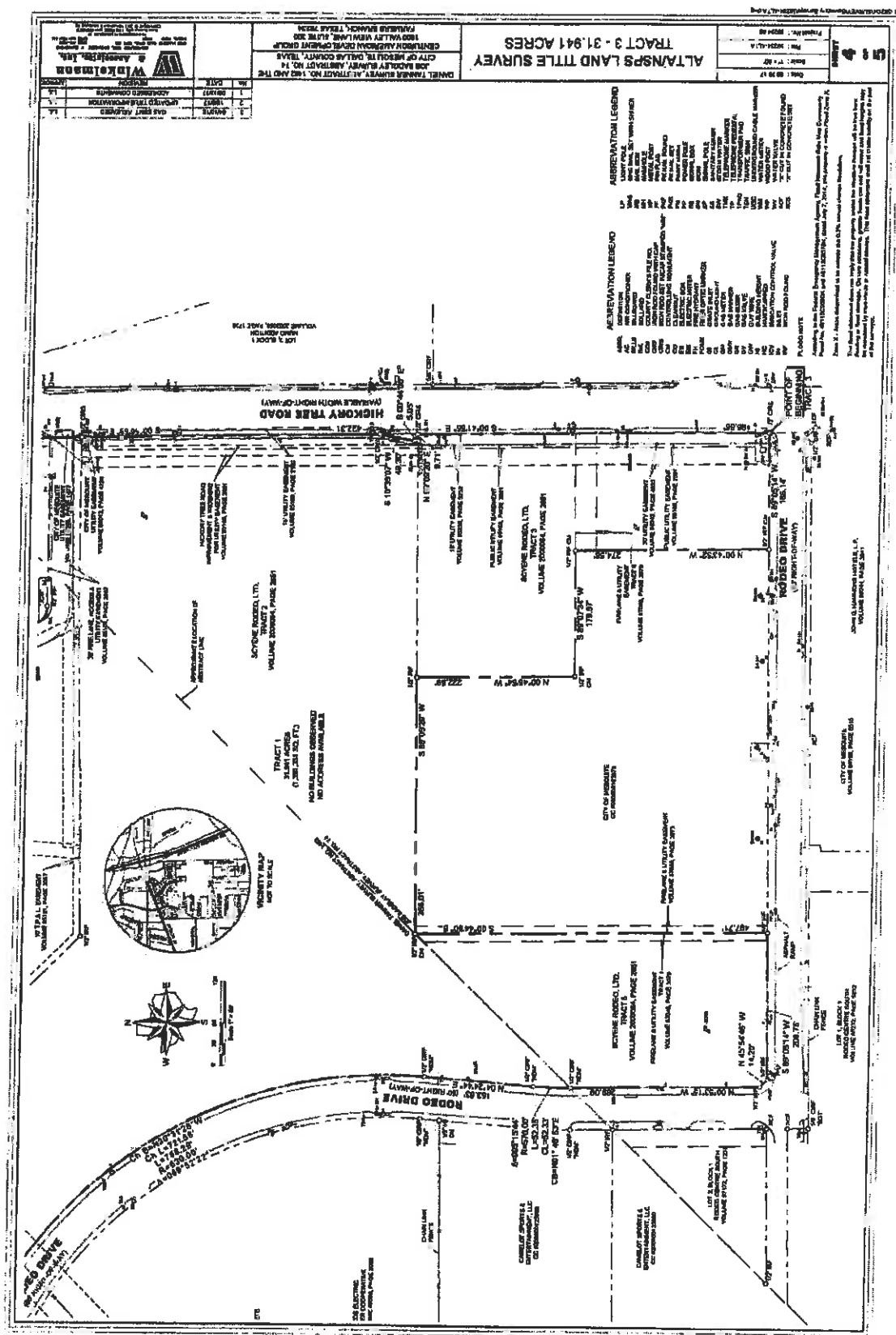


EXHIBIT A-2

CITY TRACT PROPERTY DESCRIPTION

DESCRIPTION

Being a 5.315 acre tract of land situated in the Joe Badgley Survey, Abstract number 74, City of Mesquite, Dallas County, Texas, and being all of that certain tract or parcel of land as described in deed to JADO Properties, Inc. as recorded in Volume 87209, Page 1419 of the Deed Records of Dallas County, Texas, said 5.315 acre tract being more particularly described as follows:

Beginning at a 1/2 inch iron rod found for the southeast corner of the herein described tract, the southeast corner of said JADO tract, the southernmost southwest corner of a called 2.821 acre tract of land as described in deed to Scyene Rodeo, LTD. as recorded in Volume 2000064, Page 2651 of said Deed Records, said iron rod also being in the north right-of-way line of Rodeo Drive (a 60 foot wide right-of-way) and being South 89 degrees 06 minutes 14 seconds West, a distance of 166.28 feet from the intersection of the north right-of-way line of Rodeo Drive with the west right-of-way line of Hickory Tree Road (a 60 foot wide right-of-way);

Thence South 89 degrees 06 minutes 14 seconds West, along the south line of said JADO tract and the north right-of-way line of Rodeo Drive, a distance of 545.97 feet to a 1/2 inch iron rod found for the southwest corner of said JADO tract and the southeast corner of a called 1.9483 acre tract (Tract 5) as described in said Scyene Rodeo, LTD. deed and being North 89 degrees 06 minutes 14 seconds East, a distance of 208.67 feet from a 1/2 inch iron rod found for reference;

Thence North 00 degrees 43 minutes 50 seconds West, along the west line of said JADO tract and east line of said called 1.9483 acre tract, a distance of 497.71 feet to a 1/2 inch iron rod found for the northwest corner of said JADO tract and the northeast corner of said called 1.9483 acre tract and being in the South line of a called 18.3003 acre tract (Tract 2) of said Scyene Rodeo, LTD. deed, said iron rod also being North 44 degrees 15 minutes 38 seconds East, a distance of 310.11 feet from a 1/2 inch iron rod found for the southernmost southwest corner of said called 18.3003 acre tract;

Thence North 89 degrees 10 minutes 20 seconds East, along the north line of said JADO tract and the south line of said called 18.3003 acre tract, a distance of 366.01 feet to a 1/2 inch iron rod found for the northernmost northeast corner of said JADO tract and the northernmost northwest corner of aforesaid called 2.821 acre tract;

Thence along the common line of said JADO tract and said called 2.821 acre tract the following calls:

South 00 degrees 44 minutes 54 seconds East, a distance of 222.59 feet to a 3/8 inch iron rod found;

North 89 degrees 08 minutes 34 seconds East, a distance of 179.97 feet to a 1/2 inch iron rod found;

South 00 degrees 42 minutes 52 seconds East, a distance of 274.56 feet to the Point Of Beginning and containing 5.315 acres or 231,525 square feet of land more or less.

NOTE: COMPANY DOES NOT REPRESENT THAT THE ABOVE ACREAGE AND/OR SQUARE FOOTAGE CALCULATIONS ARE CORRECT.

RECEIVED 04-11-08
DATE 11-07-08
STATE 1-08
CITY 01-108
COUNTY 01-108
TAX 01-108
TAX 01-108
TAX 01-108
TAX 01-108

[Signature]
DANIEL A. SMITH
REGISTERED PROFESSIONAL
LAND SURVEYOR NO. 40643

- BASIS OF BEARING IS THE CITY OF ALBUQUERQUE GEOMETRIC NETWORK
ONE MARCHED PRELISE LAND SURV.

[illegible]

EXHIBIT B

FORM OF CLOSING DISBURSEMENT REQUEST

The undersigned is an agent for MM Mesquite 50, LLC, (the "Developer") and requests payment from:

[the Cost of Issuance Account of the Project Fund][the Improvement Account of the Project Fund] from _____, (the "Trustee") in the amount of _____ DOLLARS (\$_____) for costs incurred in the establishment, administration, and operation of the Iron Horse Public Improvement District (the "District"), as follows:

Closing Costs Description	Cost	PID Allocated Cost
TOTAL		

In connection to the above referenced payments, the Developer represents and warrants to the City as follows:

1. The undersigned is a duly authorized officer of the Developer, is qualified to execute this Closing Disbursement Request on behalf of the Developer, and is knowledgeable as to the matters set forth herein.
2. The payment requested for the above referenced establishment, administration, and operation of the District at the time of the delivery of the Bonds has not been the subject of any prior payment request submitted to the City.
3. The amount listed for the below itemized costs is a true and accurate representation of the Actual Costs incurred by Developer with the establishment of the District at the time of the delivery of the Bonds, and such costs are in compliance with and within the costs as set forth in the Service and Assessment Plan.
4. The Developer is in compliance with the terms and provisions of the Development Agreement, the Indenture, and the Service and Assessment Plan.
5. All conditions set forth in the Indenture for the payment hereby requested have been satisfied.
6. The Developer agrees to cooperate with the City in conducting its review of the requested payment, and agrees to provide additional information and documentation as is reasonably necessary for the City to complete said review.

Payments requested hereunder shall be made as directed below:

- a. **X** amount to Person or Account Y for Z goods or services.
- b. Payment instructions

I hereby declare that the above representations and warranties are true and correct.

MM MESQUITE 50, LLC., a Texas limited liability company

By: _____

Name: _____

Title: _____

Date: _____

APPROVAL OF REQUEST

The City is in receipt of the attached Closing Disbursement Request, acknowledges the Closing Disbursement Request, and finds the Closing Disbursement Request to be in order. After reviewing the Closing Disbursement Request, the City approves the Closing Disbursement Request to the extent set forth below and authorizes and directs payment by Trustee in such amounts and from the accounts listed below, to the Developer or other person designated by the Developer herein.

Closing Costs	Amount to be Paid by Trustee from Cost of Issuance Account	Amount to be paid by Trustee from Improvement Account
\$ _____	\$ _____	\$ _____

CITY OF MESQUITE, TEXAS

By: _____

Name: _____

Title: _____

Date: _____

EXHIBIT C
CONCEPT PLAN



RODEO CENTER BLVD.

TABLE 1

RESEARCH

REPORT
ABSOLUTE CLAMPING



**REQUIREMENTS FOR MAJOR
TRANSFERS OF INTERESTS
SHALL BE DETERMINED BY THE
DEVELOPMENT AGREEMENT**

[illegible][illegible]

TRACT 10-

TRACT 2B

1994-95

TRACT 3

4

S. PEACHTER ROAD

TRACT 16

...and ...

ON HORSE VILLAGE

CEPT PLAN

Quilba, Teresa

SEPTEMBER 2018

© 2014 by Taylor & Francis Group, LLC

EXHIBIT D

HOME BUYER DISCLOSURE PROGRAM

The Assessment Company (as defined in the Service and Assessment Plan) for the Iron Horse Public Improvement District (the "PID") shall facilitate notice to prospective homebuyers in accordance with the following minimum requirements:

1. Record notice of the PID in the appropriate land records for the Property.
2. Require homebuilders to attach the Recorded Notice of the Authorization and Establishment of the PID and the final Assessment Roll for such Assessed Parcel (or if the Assessment Roll is not available for such Assessed Parcel, then a schedule showing the maximum 30-year payment for such Assessed Parcel) in an addendum to each residential homebuyer's contract on brightly colored paper.
3. Collect a copy of the addendum signed by each buyer from homebuilders and provide to the City.
4. Require signage indicating that the Property for sale is located in a special assessment district and require that such signage be located in conspicuous places in all model homes.
5. Prepare and provide to homebuilders an overview of the existence and effect of the PID for those homebuilders to include in each sales packet of information that it provides to prospective homebuyers.
6. Notify homebuilders who estimate monthly ownership costs of the requirement that they must include special assessments in estimated Property taxes.
7. Notify Settlement Companies through the homebuilders that they are required to include special taxes on HUD 1 forms and include in total estimated taxes for the purpose of setting up tax escrows.
8. Include notice of the PID in the homeowner association documents in conspicuous bold font.

The Developer and the Assessment Company shall regularly monitor the implementation of this disclosure program and shall take appropriate action to require these notices to be provided when one of them discovers that any requirement is not being complied with.

EXHIBIT E
LANDSCAPE PLAN

Exhibit E

#5783991.10

IRON HORSE
VILLAGE

**CENTURION AMERICAN
DEVELOPMENT GROUP**

[illegible][illegible][illegible]

Trivet Co. - 4711 Midco Tower Bldg. Area
 Memphis, TN 38117 - 423-5071, 1-800-955-4444
 60% of Commission Required for the Second Bidder's Entry
 Building and/or other industry free
 Products: Gas Stoves, Gas Ranges, Dishwashers
 -55000 Bidder's Entry: Bidder and Payment Low
 1 Year / 5000 - 423-7344, Memphis

42 Times Published for Dec. 12
 Times 24 = 251,240 Times Will Run
 Standard 144 = 222,744 = 473,984
 15% of Circulation Required to be Printed without charge
 6,617,100 only 1 cent per page printing fee
 President - 112,214 of 473,984 Printed
 44,044,000 Printed without charge and 15% of
 6,617,100 = 222,744 Times Published
 473,984

[illegible][illegible]

100

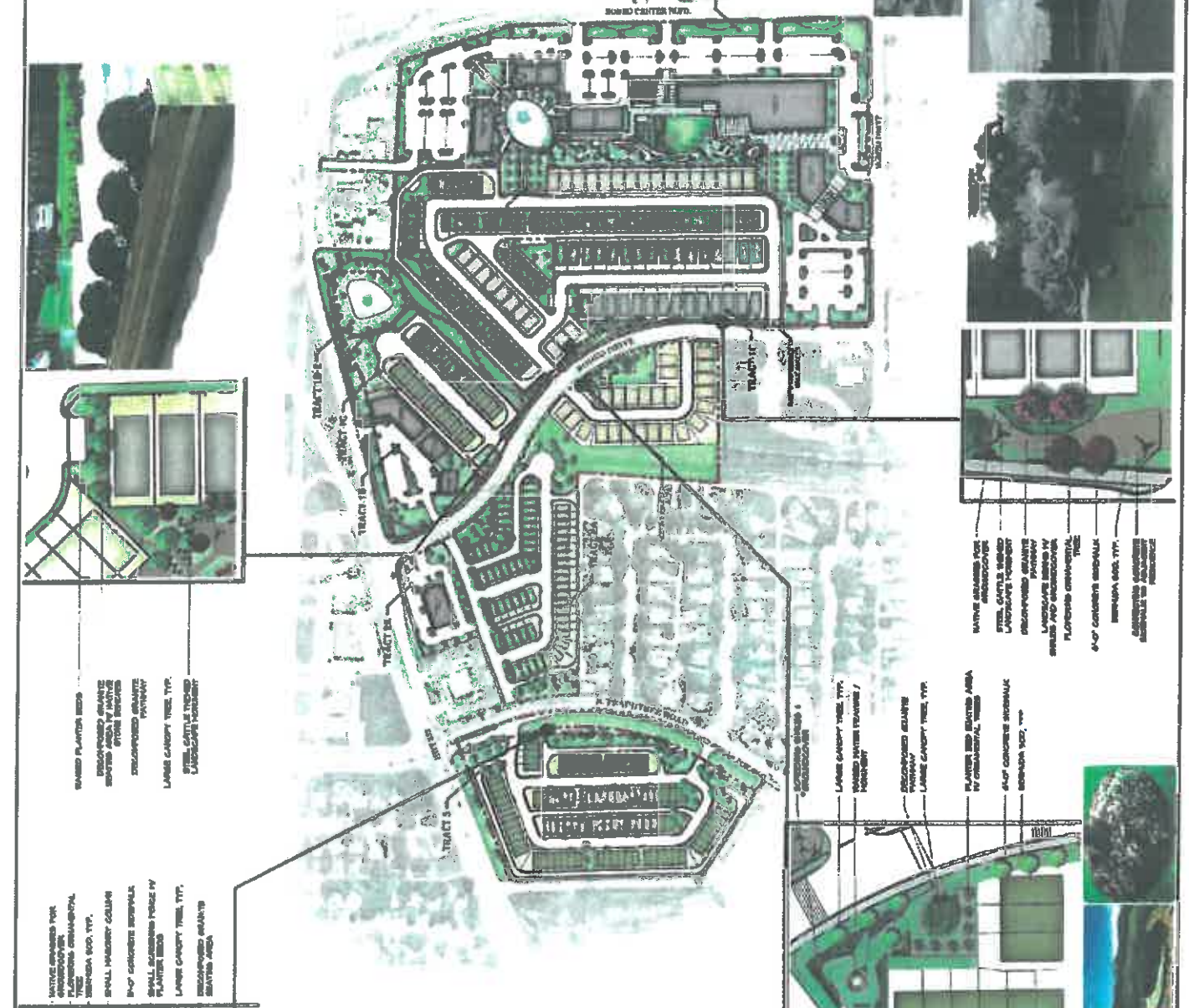


EXHIBIT F

FORM OF PAYMENT CERTIFICATE

PAYMENT CERTIFICATE NO. ____

Reference is made to that certain Indenture of Trust by and between the City and the Trustee dated as of _____ (the "Indenture") relating to the "City of Mesquite, Texas, Special Assessment Revenue Bonds, Series 2019 (Iron Horse Public Improvement District Project)" (the "Bonds"). Unless otherwise defined, any capitalized terms used herein shall have the meanings ascribed to them in the MM Mesquite 50, LLC a Texas limited liability company (the "Developer") and requests payment to the Developer (or to the person designated by the Developer) from:

_____ the Public Improvement Account of the Project Fund

_____ the Developer Improvement Account of the Project Fund

from The Bank of New York Mellon Trust Company, N.A., (the "Trustee"), in the amount of _____ (\$_____) for labor, materials, fees, and/or other general costs related to the creation, acquisition, or construction of certain Public Improvements providing a special benefit to property within the Iron Horse Public Improvement District.

In connection with the above referenced payment, the Developer represents and warrants to the City as follows:

1. The undersigned is a duly authorized officer of the Developer, is qualified to execute this Certificate for Payment Form on behalf of the Developer, and is knowledgeable as to the matters set forth herein.
2. The itemized payment requested for the below referenced Public Improvements has not been the subject of any prior payment request submitted for the same work to the City or, if previously requested, no disbursement was made with respect thereto.
3. The itemized amounts listed for the Public Improvements below is a true and accurate representation of the Public Improvements associated with the creation, acquisition, or construction of said Public Improvements and such costs (i) are in compliance with the Development Agreement, and (ii) are consistent with and within the cost identified for such Public Improvements as set forth in the Service and Assessment Plan.
4. The Developer is in compliance with the terms and provisions of the Development Agreement, the Reimbursement Agreement, the Indenture, and the Service and Assessment Plan.

5. The Developer has timely paid all ad valorem taxes and Annual Installments of Public Assessments it owes or an entity the Developer controls owes, located in the Iron Horse Public Improvement District and has no outstanding delinquencies for such Public Assessments.

6. All conditions set forth in the Indenture and the Development Agreement for the payment hereby requested have been satisfied.

7. The work with respect to Public Improvements referenced below (or its completed segment) has been completed, and the City has inspected such Public Improvements (or its completed segment).

8. The Developer agrees to cooperate with the City in conducting its review of the requested payment, and agrees to provide additional information and documentation as is reasonably necessary for the City to complete said review.

9. No more than ninety percent (90%) of the budgeted or contracted costs for the Public Improvements identified may be paid until the work with respect to such Public Improvements (or segment) has been completed and the City has accepted such Public Improvements (or segment).

Payments requested are as follows:

Payee / Description of Public Improvement	Total Cost of Phase #1 Improvement	Budgeted Cost of Public Improvement	Amount requested be paid from the Public Improvement Account	Amount requested to be paid from the Developer Improvement Account

Attached hereto are receipts, purchase orders, change orders, and similar instruments which support and validate the above requested payments. Also attached hereto are "bills paid" affidavits and supporting documentation in the standard form for City construction projects.

Pursuant to the Development Agreement, after receiving this payment request, the City has inspected the Public Improvements (or completed segment) and confirmed that said work has been completed in accordance with approved plans and all applicable governmental laws, rules, and regulations.

Payments requested hereunder shall be made as directed below:

- c. X amount to Person or Account Y for Z goods or services.

d. **Payment instructions**

I hereby declare that the above representations and warranties are true and correct.

**MM MESQUITE 50, LLC., a Texas
limited liability company**

By: _____

Name: _____

Title: _____

APPROVAL OF REQUEST

The City is in receipt of the attached Certificate for Payment, acknowledges the Certificate for Payment, and finds the Certificate for Payment to be in order. After reviewing the Certificate for Payment, the City approves the Certificate for Payment and authorizes and directs payment of the amounts set forth below by Trustee from the Project Fund to the Developer or other person designated by the Developer as listed and directed on such Certificate for Payment. The City's approval of the Certificate for Payment shall not have the effect of estopping or preventing the City from asserting claims under the Development Agreement, the Reimbursement Agreement, the Indenture, the Service and Assessment Plan, or any other agreement between the parties or that there is a defect in the Public Improvements.

Amount of Payment Certificate Request	Amount to be Paid by Trustee from Improvement Account	Amount to be paid by Trustee from Developer Improvement Account
\$ _____	\$ _____	\$ _____

CITY OF MESQUITE, TEXAS

By: _____

Name: _____

Title: _____

Date: _____

EXHIBIT G

PUBLIC IMPROVEMENT COSTS



PRELIMINARY OPINION OF PROBABLE CONSTRUCTION COST
IRON HORSE DEVELOPMENT AT MESQUITE - PUBLIC IMPROVEMENT DISTRICT
DIRECT PUBLIC IMPROVEMENTS - CITY OF MESQUITE

OCTOBER 10, 2013

PROJECT NAME	Iron Horse Development - Direct Public Improvements	CREATED BY	TLP	1	2	3	4	5	TOTAL
CITY	City of Mesquite, Culberson County, Texas	CHECKED BY	TLP	165	91	90	0	0	326
JOB NUMBER		REVIEWED BY	HBL	37	11	9	0	0	56
				NET AC	16	9	7	0	32.0

A. CLEARING & EXCAVATION

DESCRIPTION	UNIT	UNIT PRICE	QUANTITY	TOTAL	QUANTITY	TOTAL	QUANTITY	TOTAL	QUANTITY	TOTAL	QUANTITY	TOTAL
CLEARING / GRUBBING	AC	\$80.00	0.5	\$40.00	2.5	\$200.00	2.4	\$192.00	0.0	\$0.00	0.0	\$0.00
STREET / ROW EXCAVATION	CY	\$2.25	15,387	\$34,621	7,058	\$15,881	8,804	\$19,809	0	\$0.00	0	\$0.00
TOTAL CLEARING & EXCAVATION				\$34,661		\$17,531		\$19,809		\$0.00		\$0.00

B. WATER

DESCRIPTION	UNIT	UNIT PRICE	QUANTITY	TOTAL	QUANTITY	TOTAL	QUANTITY	TOTAL	QUANTITY	TOTAL	QUANTITY	TOTAL
8" P.V.C. WATERLINE	LF	\$25.00	4,000	\$100,000	3,100	\$77,500	1,750	\$43,750	0	\$0.00	0	\$0.00
8" GATE VALVE & BOX	EA	\$1,250.00	2	\$2,500.00	21	\$26,250.00	0	\$0.00	0	\$0.00	0	\$0.00
12" P.V.C. WATERLINE	LF	\$28.00	2,340	\$65,520	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00
12" GATE VALVE & BOX	EA	\$2,250.00	7	\$15,750.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00
BORE & CASING PIPE	LF	\$600.00	120	\$72,000.00	100	\$60,000.00	0	\$0.00	0	\$0.00	0	\$0.00
1" WATER SERVICE	EA	\$200.00	100	\$20,000.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00
FIRE HYDRANT ASSEMBLY	EA	\$4,100.00	100	\$410,000.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00
CONNECT TO EXISTING 8" LINE	EA	\$1,000.00	1	\$1,000.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00
CONNECT TO EXISTING 12" LINE	EA	\$6,000.00	1	\$6,000.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00
CONNECT TO EXISTING 18" LINE	EA	\$15,000.00	1	\$15,000.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00
TRENCH SAFETY	LF	\$0.50	600	\$300.00	200	\$100.00	400	\$200.00	0	\$0.00	0	\$0.00
TESTING (EXCLUDING GEOTECH)	LF	\$0.00	0	\$0.00	3,100	\$0.00	1,750	\$0.00	0	\$0.00	0	\$0.00
BONDS	%	2.00%	\$250,000	\$5,000.00	\$250,000	\$5,000.00	\$181,160	\$3,623.20	0	\$0.00	0	\$0.00
TOTAL WATER				\$844,772		\$262,251		\$184,750		\$0.00		\$0.00



PRELIMINARY OPINION OF PROBABLE CONSTRUCTION COST
IRON HORSE DEVELOPMENT AT MESQUITE - PUBLIC IMPROVEMENT DISTRICT
DIRECT PUBLIC IMPROVEMENTS - CITY OF MESQUITE

OCTOBER 16, 2018

PROJECT NAME: Iron Horse Development - District Public Improvements	CREATED BY: TLF	NO. OF LOTS: 168	1	2	3	4	5	TOTAL
CITY: City of Mesquite, Dallas County, Texas	CHECKED BY: TLF	GROSS AC: 37	11	0	0	0	0	330
JOB NUMBER:	REVIEWED BY: NSL	NET AC: 16	8	7	0	0	0	88.5
								32.0

DESCRIPTION	UNIT	UNIT PRICE	QUANTITY	TOTAL	QUANTITY	TOTAL	QUANTITY	TOTAL	QUANTITY	TOTAL	QUANTITY	TOTAL
9" SD-35 P.V.C. SEWERLINE	LF	\$28.00	3,850	\$107,300	2,270	\$63,560	1,580	\$44,230	0	\$0	0	\$0
10" SD-35 P.V.C. SEWERLINE	LF	\$42.00	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0
12" SD-35 P.V.C. SEWERLINE	LF	\$68.00	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0
15" SD-35 P.V.C. SEWERLINE	LF	\$98.00	620	\$60,760	0	\$0	0	\$0	0	\$0	0	\$0
BORE & CASING PIPE	LF	\$600.00	60	\$36,000	0	\$0	0	\$0	0	\$0	0	\$0
4" DIAMETER MANHOLE (ALL DEPTHS)	EA	\$3,500.00	16	\$56,000	15	\$52,500	8	\$28,000	0	\$0	0	\$0
5" DIAMETER MANHOLE (ALL DEPTHS)	EA	\$5,000.00	5	\$25,000	0	\$0	0	\$0	0	\$0	0	\$0
CONCRETE ENCLOSURE	LF	\$25.00	120	\$3,000	120	\$3,000	120	\$3,000	0	\$0	0	\$0
4" SERVICE	EA	\$200.00	160	\$32,000	61	\$12,200	80	\$16,000	0	\$0	0	\$0
CONNECT TO EXISTING MANHOLE	EA	\$3,000.00	0	\$0	0	\$0	1	\$3,000	0	\$0	0	\$0
CONSTRUCT MANHOLE ON EXISTING LINE	EA	\$8,000.00	3	\$24,000	0	\$0	0	\$0	0	\$0	0	\$0
BYPASS PUMPING FOR REALIGNMENT	LS	\$20,000.00	1	\$20,000	0	\$0	0	\$0	0	\$0	0	\$0
REMOVE AND DEPOSE EXISTING SEWER	LF	\$18.00	960	\$17,280	0	\$0	0	\$0	0	\$0	0	\$0
TRENCH SAFETY	LF	\$1.00	4,270	\$4,270	2,270	\$2,270	1,800	\$1,800	0	\$0	0	\$0
TESTING (EXCLUDING GEOTECH)	LF	\$1.25	4,270	\$5,338	2,270	\$2,838	1,800	\$2,250	0	\$0	0	\$0
BONDS	%	2.00%	\$487,340	\$9,747	\$178,850	\$3,577	\$715,350	\$3,145	\$63	\$0	\$0	\$0
TOTAL SEWER				\$988,716		\$177,447		\$178,850		\$0		\$0

DESCRIPTION	UNIT	UNIT PRICE	QUANTITY	TOTAL	QUANTITY	TOTAL	QUANTITY	TOTAL	QUANTITY	TOTAL	QUANTITY	TOTAL
STORM SEWER ALLOWANCE AS PERCENT OF PAIING	%	10.00%	937,148	\$93,715	574,659	\$57,466	455,455	\$45,546	0	\$0	0	\$0
DETENTION POND	EA	\$25,000.00	1	\$25,000	0	\$0	0	\$0	0	\$0	0	\$0
OVERSIZE FOR OFF-SITE AREAS	LS	\$50,000.00	1	\$50,000	1	\$50,000	1	\$50,000	0	\$0	0	\$0
EXISTING STORM RECONSTRUCTION	LS	\$50,000.00	1	\$50,000	0	\$0	0	\$0	0	\$0	0	\$0
BONDS	%	2.00%	\$722,268	\$14,445	\$364,620	\$7,292	\$364,291	\$6,886	\$0	\$0	\$0	\$0
TOTAL STORM SEWER				\$788,716		\$482,716		\$482,716		\$0		\$0





PRELIMINARY OPINION OF PROBABLE CONSTRUCTION COST
IRON HORSE DEVELOPMENT AT MESQUITE - PUBLIC IMPROVEMENT DISTRICT
DIRECT PUBLIC IMPROVEMENTS - CITY OF MESQUITE

OCTOBER 18, 2018

PROJECT NAME: Iron Horse Development - Direct Public Improvements	CREATED BY: TLF	NO. OF LOTS: 185	1	2	3	4	5	TOTAL
CITY: City of Mesquite, Dallas County, Texas	CHECKED BY: TLF	GROSS AC: 37	0	0	0	0	0	0
JOB NUMBER:	REVISED BY: NOL	NET AC: 18	0	0	7	0	0	55.5
								32.0

DESCRIPTION	UNIT	1		2		3		4		5		TOTAL	
		QUANTITY	UNIT PRICE	QUANTITY	TOTAL	QUANTITY	TOTAL	QUANTITY	TOTAL	QUANTITY	TOTAL	QUANTITY	TOTAL
5" REINF. CONCRETE STREET PAVEMENT	SY	14,040	\$23.00	8,230	\$187,280	5,510	\$126,730	0	\$0	0	\$0	27,840	\$639,740
5" REINF. CONCRETE ALLY PAVEMENT - FRELAME	SY	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0
5" REINF. CONCRETE ALLY PAVEMENT	SY	5,085	\$28.00	875	\$24,425	3,535	\$99,575	0	\$0	0	\$0	9,495	\$264,275
5" LINE STABILIZED SUBGRADE PREPARATION	SY	20,840	\$3.25	10,832	\$35,104	9,825	\$31,942	0	\$0	0	\$0	41,497	\$136,950
HYDRATED LIME FOR STREET (2005)	TON	372	\$180.00	187	\$33,660	179	\$32,220	0	\$0	0	\$0	738	\$133,100
LONGITUDINAL BUTT JOINT	LF	231	\$15.00	231	\$3,465	0	\$0	0	\$0	0	\$0	231	\$3,465
BARNDUT & REMOVE CURB	LF	231	\$15.00	231	\$3,465	0	\$0	0	\$0	0	\$0	231	\$3,465
BARNDUT & REMOVE EXISTING DRIVEWAY	SY	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0
BARRIER FREE PEDESTRIAN RAMP	EA	10	\$1,250.00	10	\$12,500	0	\$0	0	\$0	0	\$0	10	\$12,500
5" CONCRETE SIDEWALK	LF	1,380	\$22.25	1,400	\$30,750	840	\$18,720	0	\$0	0	\$0	2,620	\$58,470
5" CONCRETE SIDEWALK	LF	1,810	\$25.00	1,100	\$27,500	0	\$0	0	\$0	0	\$0	2,910	\$72,500
10" CONCRETE TRAIL ALONG HWY 382	LF	0	\$0	0	\$0	410	\$20,500	0	\$0	0	\$0	410	\$20,500
STREET SIGN	EA	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0
STOP SIGN	EA	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0
4" PVC SLEEVES	EA	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0
TRAFFIC CONTROL	LF	700	\$11,700	610	\$7,190	0	\$0	0	\$0	0	\$0	1,310	\$15,380
BONDS	LS	1	VARIES	1	\$5,000	1	\$5,000	0	\$0	0	\$0	2	\$10,000
TOTAL PAVEMENT	%	89,173	\$13,275	282,431	\$3,700,000	144,025	\$1,800,000	0	\$0	0	\$0	515,629	\$6,300,000
					\$3,700,000		\$1,800,000		\$0		\$0		\$1,800,000



October 16, 2019

PROJECT NAME	CITY	JOB NUMBER	CREATED BY:	T.L.F.		1	2	3	4	5	TOTAL
Inyo Horse Development - Grand Pointe Apartments	City of Mendocino, Calaveras County, Texas		CHECKED BY:	T.L.F.		MO. OF LOTS	81	00	0	0	336
			REVIEWED BY:	KBL		GROSS AC.	37	11	8	0	53.6
						NET AC.	16	9	7	0	32.0

E2. PAVEMENT - MAJOR TRANSPORTATION IMPROVEMENTS

DESCRIPTION	UNIT	UNIT PRICE	1		2		3		4		5	
			QUANTITY	TOTAL	QUANTITY	TOTAL	QUANTITY	TOTAL	QUANTITY	TOTAL	QUANTITY	TOTAL
SIGNALIZATION - ROADWAY AT SCYENE (N-WAY SIGNAL)												
RIGHT TURN FROM SCYENE TO RODEO	EA	\$225,000.00	1	\$225,000.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00
LEFT TURN LANE IMPROVEMENTS - SCYENE TO RODEO	EA	\$90,000.00	1	\$90,000.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00
STIPENDIO	EA	\$165,000.00	1	\$165,000.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00
TRAFFIC CONTROL	LS	\$7,500.00	1	\$7,500.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00
BONDS	LS	\$12,500.00	2	\$25,000.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00
	%	2.00%	8512.500	\$10,425.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00
TOTAL PAYMENT - MAJOR TRANSPORTATION IMPROVEMENTS				\$982,750.00		\$0.00		\$0.00		\$0.00		\$0.00

F. EROSION CONTROL

DESCRIPTION	UNIT	1		2		3		4		5		TOTAL
		QUANTITY	UNIT PRICE	TOTAL	QUANTITY	TOTAL	QUANTITY	TOTAL	QUANTITY	TOTAL	QUANTITY	
INLET PROTECTION	LB		\$1,000.00	1	\$1,000							
CURIEK AFTER PAVING (1" WIDE)	LF		\$0.10	13,720	\$1,372.00							
PERSON CONTROL INSPECTION & MAINTENANCE	LOT		\$90.00	80	\$7,200							



PRELIMINARY OPINION OF PROBABLE CONSTRUCTION COST
IRON HORSE DEVELOPMENT AT MESQUITE - PUBLIC IMPROVEMENT DISTRICT
DIRECT PUBLIC IMPROVEMENTS - CITY OF MESQUITE

OCTOBER 10, 2018

PROJECT NAME: Iron Horse Development - Direct Public Improvements	CREATED BY: TLF	NO. OF LOTS: 185	2	3	4	5	TOTAL
CITY: City of Mesquite, Dallas County, Texas	CHECKED BY: TLF	GROSS AC: 37	91	90	6	0	238
JOB NUMBER:	REVISED BY: HSL	NET AC: 16	11	8	0	0	25.5
			9	7	0	0	32.6

G. FRANCHISE UTILITIES									
DESCRIPTION	UNIT	UNIT PRICE	QUANTITY	TOTAL	QUANTITY	TOTAL	QUANTITY	TOTAL	TOTAL
STREET LIGHTS	EA	\$3,000.00	11	\$33,000	9	\$27,000	0	\$0	\$60,000
FRANCHISE RELOCATION ALLOWANCE (MISC UTILITY RELO)	LS	VARIABLE	1	\$100,000	1	\$50,000	0	\$0	\$150,000
TOTAL FRANCHISE UTILITIES				\$133,000		\$84,000		\$0	\$217,000

H. MISCELLANEOUS & OTHER									
DESCRIPTION	UNIT	UNIT PRICE	QUANTITY	TOTAL	QUANTITY	TOTAL	QUANTITY	TOTAL	TOTAL
EARTHWORK TESTING (GEOTECH)	CY	\$4.25	15,387	\$64,385	7,058	\$29,796	0	\$0	\$94,181
WATER TESTING (GEOTECH)	LF	\$1.85	6,420	\$11,877	5,100	\$9,435	0	\$0	\$21,312
SEWER TESTING (GEOTECH)	LF	\$1.85	4,270	\$7,900	2,270	\$4,200	0	\$0	\$12,100
STORM SEWER TESTING (GEOTECH)	%	4.00%	725,735	\$29,029	402,716	\$16,109	0	\$0	\$45,138
PAVEMENT TESTING (GEOTECH)	SY	\$2.10	20,640	\$43,344	10,852	\$22,789	0	\$0	\$66,133
INSPECTION FEES	%	3.50%	\$2,802,400	\$98,084	\$103,540	\$3,595	\$0	\$0	\$101,679
TOTAL MISCELLANEOUS & OTHER				\$143,821		\$64,580		\$0	\$208,401

PRELIMINARY OPINION OF PROBABLE CONSTRUCTION COST IRON HORSE DEVELOPMENT AT MESQUITE - PUBLIC IMPROVEMENT DISTRICT DIRECT PUBLIC IMPROVEMENTS - CITY OF MESQUITE

OCTOBER 10, 2018

PROJECT NAME: Iron Horse Development - Direct Public Improvements	CREATED BY: TLF	NO. OF LOTS: 185	1	2	3	4	5	TOTAL
CITY: City of Mesquite, Dallas County, Texas	CHECKED BY: NSL	GROSS AC: 37	185	81	90	0	0	336
JOB NUMBER:	REVIEWED BY: NSL	NET AC: 18	37	11	8	0	0	56.8
			18	9	7	0	0	32.0
SUMMARY - DIRECT PUBLIC IMPROVEMENTS - CITY OF MESQUITE								
A. CLEARING & EXCAVATION								
B. WATER								
C. SEWER								
D. STORM SEWER								
E1. PAVEMENT								
E2. PAVEMENT - MAJOR TRANSPORTATION IMPROVEMENTS								
F. EROSION CONTROL								
G. FLOOD-ABATE UTILITIES								
H. MISCELLANEOUS & OTHER								
SUB-TOTAL								
KIMLEY-HORN CONTRACTS FOR TRACTS 1, 2 & 3 (DOES NOT INCLUDE FEASIBILITY/CONSTRUCTION MANAGEMENT 11%)								
TOTAL COST								

EXHIBIT H

LANDOWNER CONSENT

CONSENT AND AGREEMENT OF LANDOWNERS

This Consent and Agreement of Landowner is issued by MM Mesquite 50, LLC, a Texas limited liability company, _____ and the City of Mesquite, Texas, a home-rule city and municipal corporation (collectively, the "Landowners"), as the landowners who collectively hold record title to all property located within the Iron Horse Public Improvement District (the "PID") created by the City of Mesquite pursuant to a petition of Landowners. Capitalized terms used herein and not otherwise defined shall have the meaning given to such terms in the City's ordinance levying assessments on property within the PID, adopted on _____, 2019, including the Service and Assessment Plan and Assessment Roll attached thereto (together, the "Assessment Ordinance").

Landowners hereby declare and confirm that they collectively hold record title to all property in the PID which is subject to the Assessment Ordinance, as set forth on Exhibit A. Further, Landowners hereby ratify, declare, consent to, affirm, agree to and confirm each of the following:

1. The creation and boundaries of the PID, the boundaries of each Assessed Property, and the Authorized Improvements for which the Assessments are being made, as set forth in the Service and Assessment Plan.
2. The determinations and findings as to benefits by the City in the Assessment Ordinance and the Service and Assessment Plan.
3. The Assessment Ordinance and the Service and Assessment Plan and Assessment Roll.
4. The right, power and authority of the City Council to adopt the Assessment Ordinance and the Service and Assessment Plan and Assessment Roll;
5. Each Assessment levied on each Assessed Property as shown in the Service and Assessment Plan (including interest and Administrative Expenses as identified in the Service and Assessment Plan and as updated from time to time as set forth in the Service and Assessment Plan).
6. The Authorized Improvements specially benefit the Assessed Property in an amount in excess of the Assessment levied on each Assessed Property, as such Assessments are shown on the Assessment Roll.
7. Each Assessment is final, conclusive and binding upon such Landowner, regardless of whether such Landowner may be required to pay Assessment under certain circumstances pursuant to the Service and Assessment Plan.

8. The then-current owner of each Assessed Property shall pay the Assessment levied on the Assessed Property owned by it when due and in the amount required by and stated in the Service and Assessment Plan and the Assessment Ordinance.
9. Delinquent installments of the Assessments shall incur and accrue interest, penalties, and attorney's fees as provided in the PID Act.
10. The "Annual Installments" of the Assessments may be adjusted, decreased and extended in accordance with the Service and Assessment Plan, and the then-current owner of each Assessed Property shall be obligated to pay its revised amounts of the Annual Installments, when due, and without the necessity of further action, assessments or reassessments by the City.
11. All notices required to be provided to it under the PID Act have been received and to the extent of any defect in such notice, Landowners hereby waive any notice requirements and consents to all actions taken by the City with respect to the creation of the PID and the levy of the Assessments.
12. That the resolution creating the PID, the Ordinance levying the Assessments, the Service and Assessment Plan and a Notice of Creation of Special Assessment District and Imposition of Special Assessment to be provided by the City, shall be filed in the records of the County Clerk of Dallas County, with copies of the recorded documents delivered to the City promptly after receipt thereof by the recording party, as a lien and encumbrance against the Assessed Property.
13. Each Assessed Property owned by the Landowner identified in the Service and Assessment Plan and Assessment Plan is wholly within the boundaries of the PID.
14. There are no Parcels owned by the Landowner within the boundaries of the PID that are not identified in the Service and Assessment Plan and the Assessment Roll.
15. Each Parcel owned by the Landowner identified in the Service and Assessment Plan and Assessment Roll against which no Assessment has been levied was Non-Benefited Property as of _____, 2019.

Originals and Counterparts. This Agreement may be executed in a number of identical counterparts, each of which shall be deemed an original for all purposes.

[Execution page follows]

IN WITNESS WHEREOF, the undersigned has caused this Agreement and Consent of Landowner to be executed as of _____, 2019.

MM Mesquite 50, LLC,
a Texas limited liability company

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

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

By: _____
Name: Mehrdad Moayed
Its: Manager

STATE OF TEXAS §
 §
COUNTY OF DALLAS §

This instrument was acknowledged before me on the _____ day of _____, 2018 by Mehrdad Moayed, Manager of 2M Ventures, LLC, as Manager of MMM Ventures, LLC, as Manager of MM Mesquite 50, LLC, a Texas limited liability company on behalf of said company.

Notary Public, State of Texas

Signature Page

IN WITNESS WHEREOF, the undersigned has caused this Agreement and Consent of Landowner to be executed as of _____, 2019.

CITY OF MESQUITE

By: _____

Name: _____

Title: City Manager

ATTEST:

City Secretary

Exhibit H

EXHIBIT I

DEVELOPMENT STANDARDS

10/1/10

Exhibit I

#5783991.10

Iron Horse Village Planned Development

I. Residential Development Regulations

A. Residential Lot Standards – Table 1

Lot Type	Tracts per Concept Plan	Min. Lot Size	Min. Lot Width*	Min. Lot Depth	Min. Front Yard Setback	Min. Rear Yard Setback	Min. Side Yard Setback (Interior Lot)	Min. Side Yard Setback (Corner Lot)	Max. Height	Max. Lot Coverage	Min. Dwelling Size	Min. Separation Between Buildings	Max. Number of Units per Building
SF Bungalows	Tract 1C, 2A	2,600 S.F.	40'	65'	8' (main structure) 20' (garage)	2'	2.5'	10'	35'	No Max.	1 story - 1,250 S.F. 2 Story - 1,600 S.F.	5'	N/A
SF Villas	Tract 1C	4,000 S.F.	40'	100'	20'	10'	5'	10'	35'	No Max.	1,800 Sq. ft.	10'	N/A
Zero Lot Line - 2-504	Tract 2A	1,296 S.F.	24'	35'	6'	4'	1' side setback on one side, 3' side setback on the other side	10'	45'	No Max.	1,200 S.F.	N/A	N/A
Townhouse - Rear Entry - 2-502	Tracts 1C, 2A, 3	1,400 S.F.	22'	65'	6'	4'	per Fire Code	10'	35'	No Max.	1,200 S.F.	10'	8

*Minimum Lot Width is measured along the front building line for all lots.

Zero Lot Line Residential - The plat shall dedicate, a one foot (1') wide Ingress, Egress, Overhang and Drainage Easement within the three foot (3') side setback for the purpose of maintenance, repair, and/or replacement of wall, overhang, roof, and/or eaves, and drainage onto the adjacent property. A minimum of three feet (3') separation between all principal structures must be provided for Zero Lot Line.

No front elevation of a Zero Lot Line Residential shall be repeated any more often than once every 3 lots in a row. No front elevation of Villas and Bungalows Residential shall be repeated any more often than once every 2 lots in a row.

All residential dwellings shall conform to City of Mesquite's Fire code. Depending on code and building separation, certain dwellings may need to be sprinklered and/or a higher fire wall may be required.

Parking and Storage of Recreational Vehicles and Equipment. No recreational vehicle, motorhome, watercraft or other equipment greater than six feet (6') in height when mounted on its transporting trailer shall be parked or stored on any lot with a dwelling unit. Regardless of height, no such equipment shall be parked or stored on any street for longer than 24 hours.

Homeowner's Association. Before the issuance of a certificate of occupancy for a project containing any common areas or community facilities, it shall be necessary to assure the City that provisions have been made for adequate upkeep and maintenance association established to maintain and manage all such common areas, residential front lawns, and community facilities. HOA shall maintain residential areas once per week. Documents creating such association shall grant the City the right to collect maintenance fees and provide maintenance in the event that the Association fails to do so.

Primary Building Facade Materials. Front, Side and Rear elevations shall each be 90% brick or stone masonry excluding doors, windows, garage doors, and dormers; other facade materials may be Hardie-board/plank or equivalent.

Screening and Fencing. In order to create a walkable urban environment, screening shall only be required along arterials and directly adjacent to commercial areas. Where required, screening shall be (i) precast panel wall masonry construction or (ii) masonry construction, minimum eight feet (8') in height. Any further screening may be provided at the discretion of the developer and approved by the City of Mesquite. Wooden fencing shall never be adjacent to Right-of-Way. Wrought Iron Fencing shall be permissible as screening in certain areas given City of Mesquite Approval. Wrought Iron Fencing is acceptable behind Tract 1C Lots along Rodeo Drive.

Parking. 1.) All Residential Units, attached or detached, shall provide two (2) garage spaces per unit. 2.) Front Entry Residential shall provide two (2) off-street parking spaces through use of a minimum eighteen foot (18') by eighteen foot (18') wide driveway and parallel or head in parking. 3.) Rear Entry Residential units, attached or detached, shall provide one and half (1.5) parking spaces for every two (2) units. Parking shall be either designated parallel, head-in, or driveway space.

Tract 1C - Southern Egress. Second egress point at the southern border of Tract 1C shall be a gated exit per City of Mesquite's Approval.

Phasing. Development may be constructed in phases.

B. Residential Landscape, Open Space, and Screening as shown on Landscape Concept Plan.

1. General Landscape Requirements

- a. Landscape areas equal to a minimum of 10 percent of the site area shall be provided.
- b. Calculation of the minimum landscape area may include internal landscaping in parking areas and a required buffer tree line. Adjacent rights-of-way shall be landscaped, but these areas shall not be included in the calculation of required area.
- c. Portions of the site area planned for development as part of a later phase may be excluded from the calculation of minimum landscape area for the portion of the site area being developed as part of the current phase.

- c. Portions of the site area planned for development as part of a later phase may be excluded from the calculation of minimum landscape area for the portion of the site area being developed as part of the current phase.
- d. Adjacent rights-of-ways shall be landscaped with lawn or groundcover, but these areas shall not be included in the calculation of required minimum landscape area.

2. Tree Requirement

- a. One shade tree, or one evergreen tree, or 3 ornamental trees shall be provided for each 500 square feet of required landscape area. Trees provided for internal parking area landscaping and trees in a required buffer tree line may be counted to fulfill this requirement, provided that at least 50% of the required trees are located between the main building and the front and/or exterior side property lines.

3. Individual Lot Landscape Standards

- a. For each single family residential lot - a minimum of one shade tree, or one evergreen tree, or 3 small ornamental trees in the front yard of each dwelling unit; and one gallon shrubs, planted no more than 3 feet on center, along the front of the structure. Plant material to be selected at a later date, by lot builder, and shall satisfy the City of Mesquite required plant schedule outlined by table 1A-500.

4. Tract 1B-1, 1B-2, 1C, 2A, and 3

- a. Required: 10% of total Site Area
- b. 50% of the above landscape requirement to be located between main building and front or side property lines.
- c. 1 tree / 500 sf within a required landscape area

5. Tract 1C (Rodeo Drive) – 6' concrete sidewalk. Outside of ROW landscaping area will include flowering ornamental trees and landscape berms with shrubs/groundcover where a decomposed granite pathway shall lie. The landscaping will also consist of native grasses for groundcover, Bermuda sod, and a steel cattle themed landscape monument.

6. Tract 2A (Rodeo Drive) – 6' concrete sidewalk along tract 2A. Outside of ROW landscaping area will include steel cattle themed landscape monuments, a decomposed granite pathway, and a raised water feature. Large canopy trees, planter bed seating area surrounded by ornamental trees, Bermuda sod, and screening shrubs/groundcover.

7. Tract 3 (Peachtree Road) – 5' concrete sidewalk. Flowering ornamental tree that will bring color to the area and large canopy trees with seating area. The

landscaping will also consist of native grasses used for groundcover, Bermuda sod, and a small screening fence with planter beds.

II. Non-Residential Development Regulations - The permitted uses and standards must be in accordance with the Light Commercial zoning districts, unless otherwise specified herein:

Commercial per Concept Plan	Tract	Land Uses	Min. Front Yard Setback (Primary Use Structure)	Min. Front Yard Setback (Accessory Use Structure)	Max. Height	Max. Lot Coverage
Zoning Tract 1A (Light Commercial)	Tract 1A	LC			Per City Code	
Zoning Tract 1D (Light Commercial)	Tract 1D	LC			Per City Code	
Zoning Tract 2B (Light Commercial)	Tract 2B	LC	25'	10'	Per City Code	Per City Code
<p>1. The primary use within a platted lot shall be considered to be the structure within which the primary business is conducted on the property. All other improvements, excluding signage, within a platted lot shall be considered accessory uses. Primary uses shall be subject to a 25 foot front yard setback. Accessory uses shall be subject to a 10 foot front yard setback. For non-residential uses within Tract 2B, only frontage on Scyene shall be considered to be the front yard, all other street frontage shall be considered to be side or rear yards. There is no rear or side yard setback for non-residential uses in Tract 2B.</p>						
<p>* Tract 2B</p> <p>2. If developer is required to construct a right turn decel lane at the intersection of Scyene Road and Rodeo Drive, no greater than a five (5) foot sidewalk shall be required along Scyene Road for Tract 2B.</p>						

1. Bowling Center/Indoor Recreational Facility permitted by right on Tract 1A.

2. Prohibited Uses:

- a. Check Cashing Services
- b. Motorcycle Sales and Repair
- c. Recycling Kiosk
- d. Sexually Oriented Businesses
- e. Limited Fuel Sales
- f. Automotive Dealers
- g. Auto and Home Supply Store
- h. Tobacco Stores
- i. Funeral Services, Crematories
- j. Medical Equipment Rental
- k. Bail Bond Services
- l. Passenger Car Rental
- m. Automotive Repair Shops

- n. Automotive Parking (Principle Use)
 - o. Automotive Diagnostic, Inspection Services
 - p. Hotels, Camps, Other Lodging Places
 - q. Repair Services
2. Nonresidential Architectural Standards shall be governed by the POA's CCR's. Architectural Standards for all Light Commercial shall resemble the architectural standards set forth by the Residential HOA. Architectural Standards shall meet or exceed the City of Mesquite's Community Appearance Manual. Nonresidential Developments shall have the opportunity for alternate standards given City approval.
 3. Nonresidential Tracts 1A, 1D, and 2B (per concept plan) are subject to City of Mesquite Commercial Property Landscape Standards.

3. Public Streets and Sidewalks

1. **Public Streets.** The street system is intended to create an urban feel and pedestrian friendly environment with easy and convenient access to community open spaces and amenities, some of which are shared with the adjacent commercial/retail. Streets shall be classified and constructed as follows:
 - a) Urban Residential Type 1 (Front Entry, Tract 1) –
 - a. Right-of-Way shall be fifty-feet (50') wide;
 - b. Pavement shall be thirty-one feet (31') wide from back of curb to back of curb;
 - c. Pavement shall be a minimum of six-inch (6") thick, 4000 PSI with number four (4) bars on eighteen-inch (18") centers both ways.
 - b) Urban Residential Type 2 (Front Entry, Tract 2 and Tract 3) –
 - a. Right-of-Way shall be forty-two feet (42') wide;
 - b. Pavement shall be thirty-one feet (31') wide from back of curb to back of curb;
 - c. Pavement shall be a minimum of six-inch (6") thick, 4000 PSI with number four (4) bars on eighteen-inch (18") centers both ways.
 - c) Urban Residential Type 3 (Parallel Street Parking) –
 - a. Right-of-Way shall be forty-two feet (42') wide;
 - b. Pavement width shall be increased by a minimum of two-feet (2') in width on the side of the street with rear entry residential. If rear entry residential is provided on one side of the street then the paving shall be a minimum of thirty-two and a half feet (32.5') wide from back of curb to back of curb. If rear entry residential is provided on both sides of the street then the paving shall be a minimum of thirty-four feet (34') wide from back of curb to back of curb. Trees wells can be provided to define parking areas and provide landscaping. Where tree wells are provided, a minimum of twenty-four feet (24') clear paving shall be provided;
 - c. Pavement shall be a minimum of six-inch (6") thick, 4000 PSI with number four (4) bars on eighteen-inch (18") centers both ways.

- d) Alley Entry (Standard) –
 - a. Right-of-Way shall be eighteen feet (18') wide;
 - b. Right-of-Way shall transition from eighteen feet (18') wide at its typical section to twenty-two feet (22') wide at the Right-of-Way for the connecting street. The transition shall occur over twenty feet (20');
 - c. Alley pavement shall be twelve feet (12') wide from edge of alley to edge of alley;
 - d. Alley pavement shall transition from twelve (12') wide at its typical section to sixteen feet (16') wide at the Right-of-Way for the connecting street. The transition shall occur over twenty feet (20').
 - e. Pavement shall be a minimum of eight-inch (8") thick at the edge and five-inch (5") thick at the invert, 4000 PSI with number four (4) bars on eighteen-inch (18") centers both ways.
- e) Alley Entry (Fire/EMS Access) –
 - a. Right-of-Way shall be twenty-four feet (24') wide;
 - b. Right-of-Way shall transition from twenty-four feet (24') wide at its typical section to twenty-eight feet (28') wide at the Right-of-Way for the connecting street. The transition shall occur over twenty feet (20');
 - c. Alley pavement shall be twenty feet (20') wide from edge of alley to edge of alley;
 - d. Alley pavement shall transition from twenty (20') wide at its typical section to twenty-four feet (24') wide at the Right-of-Way for the connecting street. The transition shall occur over twenty feet (20').
 - e. Pavement shall be a minimum of eight-inch (8") thick at the edge and five-inch (5") thick at the invert, 4000 PSI with number four (4) bars on eighteen-inch (18") centers both ways.
- f) Ingress and Egress Easement, Volume 85144, Page 375 and Utility and Drainage Easement, Volume 85186, Page 5465 adjacent to Lot 1, Block A, The Landmark Addition, Volume 85135, Page 3484. Development Road connecting Peach Tree Road and Rodeo Drive as shown on the Concept Plan.
 - a. Residential development shall be allowed to connect to the existing access and utility easement.
 - b. Developer may dedicate this as an Urban Residential street as long as the improvements are reconstructed to the standards established herein.
 - c. Regardless of whether the improvements are public or private, access shall be allowed to serve both the residential or commercial use. If the improvements are to remain private, then a property owner's association or homeowner's association must be established for the inspection and maintenance of said improvements. Documents creating such association shall grant the City the right to collect maintenance fees and provide maintenance in the event that the Association fails to do so.

g) Horizontal Geometry –

- a. **Urban Residential** – The minimum center line horizontal radius shall be fifty feet (50’).
- b. **Alley Streets** – The minimum center line horizontal radius shall be fifty feet (50’).
- c. **Curb Returns** –
 - i. **Urban Residential to Urban Residential** – minimum curb return shall be twenty feet (20’) radius;
 - ii. **Urban Residential to Collector** – minimum curb return shall be twenty feet (20’) radius;
 - iii. **Urban Residential to Arterial** – minimum curb return shall be twenty feet (20’) radius;

- 2. **Curbs.** All curbs shall be standard six-inch with the exception that mountable curbs will be allowed adjacent to front entry townhomes (Lot Type: Townhouse – Front Entry 2-502).
- 3. **Signage.** The developer shall provide signage that designates no parking areas along Urban Residential Streets as determined and directed by the City Engineer. All signage requirements will be determined during the preliminary platting and final platting processes.
- 4. **Public Sidewalks.** The sidewalk system is intended to create walkability within this urban mix use development easy and convenient access to community open spaces, amenities, commercial/retail businesses. Sidewalks shall be constructed as follows:
 - a. **Along Urban Residential** – shall be five feet (5’) wide and located adjacent to the back of curb.
 - b. **Along Rodeo Drive** – shall be six feet (6’) wide and located one foot (1’) inside the right-of-way line.
 - c. **Along Hwy 352** – shall be ten feet (10’) wide per the trail plan and located within the right-of-way on the right-of-way line.
 - d. **Along Rodeo Center Boulevard** – Shall be six feet (6’) wide and located one foot (1’) inside the right-of-way line.

Developer may meander the sidewalk within the development up to eight feet (8’) as long as a sidewalk maintenance easement is provided.

- 5. **Residential Mailboxes.** Cluster boxes shall be provided as required by the US Postal Service. Cluster boxes shall be limited to eight units per box unless otherwise directed by the US Postal Service. The developer shall provide a preliminary cluster box layout for the City’s review with the preliminary plat submittal.

EXHIBIT J

PEACHTREE ROAD IMPROVEMENTS

Exhibit J



PRELIMINARY OPINION OF PROBABLE CONSTRUCTION COST
IRON HORSE DEVELOPMENT AT MESQUITE - PUBLIC IMPROVEMENT DISTRICT
DIRECT PUBLIC IMPROVEMENTS - CITY OF MESQUITE

OCTOBER 10, 2018

PROJECT NAME:	Iron Horse Development - Offsite Public Improvements	CREATED BY:	TJF	1	2	3	4	5	TOTAL
CITY:	City of Mesquite, Dallas County, Texas	CHECKED BY:	TJF	165	81	89	0	0	335
JOB NUMBER:		REVISED BY:	NHL	37	11	6	0	0	55
				18	9	7	0	0	34
									32.9

A1. CLEANING & EXCAVATION - PEACHTREE ROAD IMPROVEMENTS SHARED COST

DESCRIPTION	UNIT	UNIT PRICE	QUANTITY	TOTAL	QUANTITY	TOTAL	QUANTITY	TOTAL	QUANTITY	TOTAL	QUANTITY	TOTAL
CLEARING / GRUBBING	AC	\$400.00	0.0	\$0	0.0	\$0	0.0	\$0	0.0	\$0	0.0	\$0
STREET / ROW EXCAVATION	CY	\$2.75	0	\$0	0	\$0	1.25	\$3.44	0	\$0	1.25	\$3.44
TOTAL CLEANING & EXCAVATION - PEACHTREE ROAD IMPROVEMENTS SHARED COST			0	\$0	0	\$0	1.25	\$3.44	0	\$0	1.25	\$3.44

B1. PAVEMENT - PEACHTREE ROAD IMPROVEMENTS SHARED COST

DESCRIPTION	UNIT	UNIT PRICE	QUANTITY	TOTAL	QUANTITY	TOTAL	QUANTITY	TOTAL	QUANTITY	TOTAL	QUANTITY	TOTAL
10" F.W.P. CONCRETE STREET PAVEMENT	SY	\$48.00	0	\$0	0	\$0	2.15	\$102.80	0	\$0	2.15	\$102.80
12" LINE STABILIZED SUBGRADE PREPARATION	SY	\$3.00	0	\$0	0	\$0	2.27	\$6.81	0	\$0	2.27	\$6.81
HYDRATED LIME FOR STREET (2.00%)	TON	\$100.00	0	\$0	0	\$0	0.0	\$0	0	\$0	0.0	\$0
LONGITUDINAL BUTT JOINT	LF	\$15.00	0	\$0	0	\$0	0.0	\$0	0	\$0	0.0	\$0
SAWCUT & REMOVE CURB	LF	\$15.00	0	\$0	0	\$0	0.0	\$0	0	\$0	0.0	\$0
STRIPING	LS	\$2,700.00	0	\$0	0	\$0	1	\$2,700.00	0	\$0	1	\$2,700.00
TRAFFIC CONTROL	LS	\$5,250.00	0	\$0	0	\$0	1	\$5,250.00	0	\$0	1	\$5,250.00
REMOVE EX. SIGNAL SW CORNER OF PEACHTREE & SCYENE	EA	\$5,000.00	0	\$0	0	\$0	2	\$10,000.00	0	\$0	2	\$10,000.00
CONSTRUCT NEW BAY-ARM SW CORNER OF PEACHTREE AND SCYENE	LS	\$50,000.00	0	\$0	0	\$0	1	\$50,000.00	0	\$0	1	\$50,000.00
BONDS	%	2.50%	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0
TOTAL PAVEMENT - PEACHTREE ROAD IMPROVEMENTS SHARED COST			0	\$0	0	\$0	6.42	\$68,780.80	0	\$0	6.42	\$68,780.80

C1. STORM SEWER - PEACHTREE ROAD IMPROVEMENTS SHARED COST

DESCRIPTION	UNIT	UNIT PRICE	QUANTITY	TOTAL	QUANTITY	TOTAL	QUANTITY	TOTAL	QUANTITY	TOTAL	QUANTITY	TOTAL
STORM SEWER ALLOWANCE AS PERCENT OF PAVING	%	\$5,000.00	0	\$0	0	\$0	291.824	\$1,459,120.00	0	\$0	291.824	\$1,459,120.00
OVERSIZE FOR OFFSITE AREAS	LS	\$25,000.00	0	\$0	0	\$0	1	\$25,000.00	0	\$0	1	\$25,000.00
BONDS	%	2.00%	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0
TOTAL STORM SEWER - PEACHTREE ROAD IMPROVEMENTS SHARED COST			0	\$0	0	\$0	292.824	\$1,484,120.00	0	\$0	292.824	\$1,484,120.00



PRELIMINARY OPINION OF PROBABLE CONSTRUCTION COST
IRON HORSE DEVELOPMENT AT MESQUITE - PUBLIC IMPROVEMENT DISTRICT
DIRECT PUBLIC IMPROVEMENTS - CITY OF MESQUITE

OCTOBER 10, 2019

PROJECT NAME:	Iron Horse Development - Direct Public Improvements	CREATED BY:	TLP	1	2	3	4	5	TOTAL
CITY:	City of Mesquite, Dallas County, Texas	CHECKED BY:	TLP	185	84	80	0	0	349
JOB NUMBER:		REVIEWED BY:	NSA	37	11	6	0	0	54
				16	8	7	0	0	31

A2. CLEANING & EXCAVATION - PEACHTREE ROAD IMPROVEMENTS CITY OF MESQUITE COST

DESCRIPTION	UNIT	UNIT PRICE	QUANTITY	TOTAL	QUANTITY	TOTAL	QUANTITY	TOTAL	QUANTITY	TOTAL
CLEANING / GRUBBING	AC	300.00	0.0	\$0	0.0	\$0	0.0	\$0	0.0	\$0
STREET / ROW EXCAVATION	CY	\$2.25	0	\$0	0	\$0	0	\$0	0	\$0
TOTAL CLEANING & EXCAVATION - PEACHTREE ROAD IMPROVEMENTS CITY OF MESQUITE COST			0	\$0	0	\$0	0	\$0	0	\$0

B2. PAVEMENT - PEACHTREE ROAD IMPROVEMENTS CITY OF MESQUITE COST

DESCRIPTION	UNIT	UNIT PRICE	QUANTITY	TOTAL	QUANTITY	TOTAL	QUANTITY	TOTAL	QUANTITY	TOTAL
1" REINFC. CONCRETE STREET PAVEMENT	SY	\$40.00	0	\$0	0	\$0	0	\$0	0	\$0
12" LIME STABILIZED SUBGRADE PREPARATION	SY	\$8.00	0	\$0	0	\$0	0	\$0	0	\$0
HYDRATED LIME FOR STREET (2000)	TON	\$140.00	0	\$0	0	\$0	0	\$0	0	\$0
CONSTRUCTION BUTT JOINT	LF	\$1.00	0	\$0	0	\$0	0	\$0	0	\$0
SAWCUT & REMOVE CURB	LF	\$15.00	0	\$0	0	\$0	0	\$0	0	\$0
STRIPING	LS	\$3.750.00	0	\$0	0	\$0	0	\$0	0	\$0
TRAFFIC CONTROL	LS	\$8.250.00	0	\$0	0	\$0	0	\$0	0	\$0
BONDS	%	2.00%	0	\$0	0	\$0	0	\$0	0	\$0
TOTAL PAVEMENT - PEACHTREE ROAD IMPROVEMENTS CITY OF MESQUITE COST			0	\$0	0	\$0	0	\$0	0	\$0

C2. STORM SEWER - PEACHTREE ROAD IMPROVEMENTS CITY OF MESQUITE COST

DESCRIPTION	UNIT	UNIT PRICE	QUANTITY	TOTAL	QUANTITY	TOTAL	QUANTITY	TOTAL	QUANTITY	TOTAL
STORM SEWER ALLOWANCE AS PERCENT OF PAVING	%	90.00%	0	\$0	0	\$0	0	\$0	0	\$0
BONDS	%	2.00%	0	\$0	0	\$0	0	\$0	0	\$0
TOTAL STORM SEWER - PEACHTREE ROAD IMPROVEMENTS CITY OF MESQUITE COST			0	\$0	0	\$0	0	\$0	0	\$0



PRELIMINARY OPINION OF PROBABLE CONSTRUCTION COST
IRON HORSE DEVELOPMENT AT MESQUITE - PUBLIC IMPROVEMENT DISTRICT
DIRECT PUBLIC IMPROVEMENTS - CITY OF MESQUITE

OCTOBER 15, 2016

PROJECT NAME:	Iron Horse Development - Rural Public Improvements	CREATED BY:	TLP	1	2	3	4	5	TOTAL
CITY:	City of Mesquite, Deuel County, Texas	CHECKED BY:	TLP	105	01	00	0	0	206
JOB NUMBER:		REFUSED BY:	N/A	27	11	8	0	0	56.5
				NET AC:	16	9	7	0	32.0

	1	2	3	4	5	TOTAL
SUMMARY - DIRECT PUBLIC IMPROVEMENTS - PEACHTREE ROAD						
A1. CLEARING & EXCAVATION - PEACHTREE ROAD IMPROVEMENTS SHARED COST						
B1. PAVEMENT - PEACHTREE ROAD IMPROVEMENTS SHARED COST						
G1. STORM SEWER - PEACHTREE ROAD IMPROVEMENTS SHARED COST						
A2. CLEARING & EXCAVATION - PEACHTREE ROAD CITY OF MESQUITE COST						
B2. PAVEMENT - PEACHTREE ROAD IMPROVEMENTS CITY OF MESQUITE COST						
G2. STORM SEWER - PEACHTREE ROAD IMPROVEMENTS CITY OF MESQUITE COST						
SUB-TOTAL						
IRON HORSE CONTRACTS FOR TRACTS 1, 2 & 3 DOES NOT INCLUDE FAMILIARITY COST						
CONSTRUCTION MANAGEMENT (1%)						
SUB-TOTAL						
TOTAL COST						

EXHIBIT K
FENCING PLAN

EXHIBIT L

ARCHITECTURAL STANDARDS

REAR ENTRY TOWNHOMES AND URBAN ROW HOMES

ALLOWED ENCROACHMENTS INTO SETBACK:

- Porches (up to 0' into front setback and corner side yard setback but in no event into the PDUCE)
- Fireplaces and box windows (up to 2' into all setbacks). 0' on Zero Lot Line for side yards.
- Balconies, awnings, overhanging eaves (up to 2' into all setbacks). 1' on Zero Lot Line for side yards.
- Bay windows (up to 0' into front and rear setbacks)
- Stoops and stairs (up to 5' into front and rear setbacks)
- Suspended planters/flower boxes (up to 1.5' into all setbacks)
- Foundation encroachments of 4"- 6" are allowed for architectural details such as brick ledges

ARCHITECTURAL ELEMENTS:

- Columns at entries and porches shall have enhanced materials. Masonry or a combination of wood and masonry is acceptable.

FRONT ENTRY BUNGALOWS AND VILLAS

ALLOWED ENCROACHMENTS INTO SETBACK:

- Porches (up to 5' into front setback and corner side yard setback but in no event into the PDUCE)
- Fireplaces and box windows (up to 2' into all setbacks)
- Balconies, awnings, overhanging eaves (up to 2' into all setbacks)

- Bay windows (up to 2' into front and rear setbacks)
- Stoops and stairs (up to 5' into front and rear setbacks)
- Suspended planters/flower boxes (up to 1.5' into all setbacks)
- Foundation encroachments of 4"- 6" are allowed for architectural details such as brick ledges

ARCHITECTURAL STANDARDS

- 90% of the exterior masonry of the home shall be brick or stone excluding doors, windows, garage doors, dormers, and the sides above the single story living plate for 1 story housing, the sides above the two story living plate for 2 story houses, and the sides above the three story living plate for 3 story houses. Other Façade materials may be hardie board, plank, or equivalent. Masonry requirement may be reduced to 81% with prior written approval from the City.
- All homes must have a cast stone, brass, or bronze address block visible from the street.
- All alley homes will have the house address displayed above the garage.
- The Front Entry into a residential home does not constitute as a porch. Front entry area does not fall under the standards for a porch.
- If considered a front porch, the porch for Bungalows and Villas will be a minimum of 5' in depth, railings are required unless the architectural and design of the home dictates something different. The City's approval will be required prior to construction.
- Porch decks may be a material other than broom finished concrete, i.e. stained, pattern, or full brick.
- All homes and master set of plans will be submitted to the City for comment and approval.
- No identical street-facing elevation on a Zero Lot single-family detached home shall be repeated directly across the street from itself (including at "T" intersections and within a cul-de-sac), or within three lots of itself along the same block face. At least 20% of an elevation must be different, or it will be considered a repeated elevation.
- No identical street-facing elevation on a Bungalow or Villa single-family detached home shall be repeated directly across the street from itself (including at "T" intersections and within a cul-de-sac), or within two lots of itself along the same block face. At least 20% of an elevation must be different, or it will be considered a repeated elevation.
- In addition, no color scheme may be repeated within three lots of the same color scheme along the same block face for single family detached homes.
- The residential facade adjacent to, and facing a street or public open space, shall contain windows or doorways.

- Material returns at corners are required to terminate at inside corners only

- Each home will have a minimum first floor plate height of 9'. Second floor ceiling may have an 8' plate height or entrance.

- Zero lot line homes will have no clear windows directly across from each other, however, windows above 7'-5" maybe used for natural lighting.

- Garages may extend beyond the front plane of the home but requirement for two architectural elements remains as does the minimum width and depth.

OCCUPANCY FOR BUNGALOWS WEST OF RODEO DRIVE ONLY

- The southern portion of Tract 2A Bungalow homes is an age restricted community. Each Bungalow dwelling may be occupied by either: (i) Disregarded Residents; and (ii) at least one (1) Resident which shall be not less than fifty-five (55) years of age. No permanent resident may be less than 18 years of age.

- A dwelling on the southern portion of Tract 2A may be occupied by any person who takes title to a lot through a conveyance or change of interest by reason of death of the prior owner of the lot, whether provided for in a will, trust or decree of distribution; provided, however, that in any event, no person may occupy a dwelling if occupancy by such person would result in fewer than eighty percent (80%) of all occupied dwellings in the Southern portion of Tract 2A Bungalow homes being occupied by at least one (1) resident of not less than fifty five (55) years of age.

- For purposes of this section, "Disregarded Residents" means any resident who is necessary to provide reasonable accommodation or provide assistance to 55 years of age or older residents.

- The Developer shall file the appropriate deed restrictions in the real property records of Dallas County to reflect (b) and (c) above.

MASONRY STANDARDS

Masonry is defined as stone, brick, or stucco.

BRICK

Depending on the Architectural style of the home, the brick may be placed in one of the following patterns:

- Running Bond
- Basketweave
- Herringbone
- English Bond
- Header Bond
- Flemish Bond
- * Note: No Stack Bond Patterns are allowed.
- No cement bricks are allowed. All bricks must be a clay fired brick.

STONE

The use of stone is as much as possible is encouraged.

Builders may use stone on any element of the home. Stone can be used on gables both full and partial, columns, patios, wainscoting or watertable, etc. Cast stone may be used as an accent or topping material.

Stone can be installed (laid) on any of the following patterns:

- Aslar
- Biltmore
- Cobblestone
- Fieldstone
- Ledge

- Stack
- Random

All other patterns, except those listed above may be used with prior written consent of the City and depending on the architectural style of the homes.

Cultured stone may be used with prior written approval from the City.

*Note: River rock and Bedrock may not be used.

STONE PATTERNS

Grout patterns should complement the profile of the stone. Flush grout detailing is only permitted on cut stone assembly. Recessed or concave grout detailing is generally preferred.

STONE SELECTIONS

- Oklahoma Fieldstone • Grandbury Stone • Milsap Stone
- Moss Builders Old Hickory • Lueders • Oklahoma Builders
- Black & Tan • Red River Blend • Desert Brown Blend
- Blanco Blend • Vaquero Blend • Rhinestone Chopped
- Country French Blend • Cave Rock Blend • Millcreek Blend
- Savannah Stone • Tumbleweed Stone • Rattlesnake Stone

STUCCO

Applied over a wood or metal stud frame.

- Must be applied in the standard 3-coat process; comprised of the scratch coat, brown coat and finish coat. Stucco must be applied over a metal lath adhered to the exterior wall membrane.

Applied over concrete or masonry wall with joints struck flush.

- Stucco is applied in 2 coats over a suitable masonry or concrete surface.

STUCCO FINISHES

- The finish coat may have a float, stippled, combed or pebbled texture. The finish may be natural or integrally colored through the use of pigment, colored sand or stone chips.
- The use of Styrofoam or PVC is strictly prohibited. Formwork shall be detailed out of 100% masonry.

ROOF STANDARDS

Gable roofs and hip roofs are permitted, whereas mansard and gambrel roofs are not permitted in Planning Area One. Roofs may have a kicked eave.

For larger homes, roof volumes must be contained through combining simple forms, rather than containing the volume in a single, giant form.

ROOF NOTES

- Roof slopes for the main house may range between 6:12 and 16:12. Roof slopes of accessory elements shall not exceed a 10:12 pitch.
- One nested gable is allowed on the home if the primary gable of the home is facing the street and no part of the roof ridge on the front of the house is facing the street. Nested gables are not permitted in any other location or circumstance.
- No portion of the home may have a roof slope higher than the slope of the main roof. Wings may have roof slopes that are lower than the main roof.
- All other roof types require the City's approval prior to installation.
- "3-tab" shingles are not permitted.
- All roofs shall be a minimum 25-year dimensional shingle.

ROOF VENTS

- All roof vents must be painted to match the roof color.
- All exposed flashing shall be painted the same color as the roof.

- The color of the gutters and downspouts must blend with the fascia and soffit. If copper gutters and downspouts are specified, prior written approval is required.
- Roof vents should be located away from public view and kept to a minimum. Ridge vents are encouraged.
- Gutters and downspouts must extend away from the foundation shall be directed toward the center of the side yard swale in the direction of the flow, as shown on the grading plan.
- Roof drainage which will ultimately create erosion or will run across pedestrian walks, is not permitted.

LOT ELEMENTS

SIDEWALKS

- Sidewalks will be a minimum of 5' wide located on both sides of the street, unless sidewalks are part of the overall master plan trail system.
- All lead walks must be a minimum of 4' wide. Additionally, builders shall band the lead walk with stained concrete. Stone, brick or other material may be substituted if compatible with the architecture of the home.
- Manholes and valve boxes located within sidewalks shall be flush with the concrete paving that will extend to the curb.
- Sidewalks and meandering pathways will be provided within the street right-of-ways and throughout the interior portions of the project to provide connections between the residential villages, parks and open space areas, and non-residential areas.
- All intrusions, such as newsstands, utility poles, fire hydrants, valves and other impediments will be placed outside of the sidewalk.
- All other public sidewalks will be concrete and built to the widths shown on the plan using a medium broom finish to reduce glare.

DRIVEWAYS

- Front entry driveway cuts are to be horizontal curb cut.
- Banding driveways with stone, brick or other materials that is compatible with the architecture of the home is encouraged, but not required

- All front entry driveway aprons shall be medium broom finished concrete.
- All rear entry/alley served homes shall be medium broom finished concrete.

*Note: Variances must be approved by the City prior to installation.

DRIVEWAY LAYOUT

- Front Entry Driveways serving two-car garages are limited to 18'-0" in width.
- Front entry driveways shall be set back from any side property line by a minimum of 1' foot.
- In the case where two front entry driveways are side-by-side, there will be a minimum of a 3' planting area between the driveways.
- Driveway grades shall not exceed a 14% slope and shall not be less than 1% positive slope.
- At side entry and rear located garages (except for alley loaded), the driveway may be located 1' off property line.
- Front Entry Single Family Corner lots - all front entry driveways will be located on the interior lot line, not adjacent to any street.

FIXTURES

- "Dark Sky" lighting is preferred. Alternative lighting may be considered on a case by case basis with the City's approval.

SEWER CLEAN-OUTS

- All sewer clean-outs are to be located within the shrub bed and painted black or dark brown.
- All clean-outs shall extend 3-4 inches above grade.

HOME ELEMENTS

PORCHES

- Porches may be single or two story.

- Porches may have a shed roof or a hip roof with gable inset over the door, if desired.
- If considered a Porch, flooring material may be enhanced and compliment the character of the home. Concrete is permitted.
- If considered a front porch for Bungalow and Villa homes then porches must be a minimum of 5' deep.
- The roof slope of the porch, if not a direct extension in the roof of the home is to be a minimum of 3:12.
- Balconies must project a minimum of 1' from face of the home.
- Exposed second floor decks may be approved on a case-by-case basis and submitted for City approval.

GARAGES

- All internal garage depths will be a minimum of 20 feet.
- Front entry Garage doors shall be natural wood, wood clad material or synthetic material with a wood appearance are permitted
- All garages shall be sheet rocked and painted.

TRASH RECEPTACLES

The trash receptacles must be located within the garage or behind the side fence screened from view.

OPENINGS

- All windows and doors must be vertically proportioned. Awning or Transom windows are the exception to this rule.
- Multiple windows mulled together are acceptable as long as the individual units are vertically proportioned, or otherwise connected by a 6" minimum mullion.
- Openings such as doors, windows, garages, etc. are required on all sides of the home (except for zero lot line home).
- No reflective glass or tinting will be allowed.

- Windows shall be energy efficient.
- Shutters must be sized to fully enclose the windows even if the shutters are non-functional.
- Sliding glass doors may not be utilized on any elevation visible from a street.

SATELLITE DISH / ANTENNAS

- Roof mounted hardware may not be visible from public view.
- Pole-mounted hardware in lawn must be screened by landscape or fence.

RESIDENTIAL LOT LANDSCAPING GUIDELINES

FRONT YARD LANDSCAPE

Residential landscapes are to be designed to be usable, sustainable and complementary to the architectural style of the house. Each area should be designed to “flow” from one yard to the next, enhancing the feeling of openness.

Front yards shall be fully landscaped and irrigated by the builder and may use a combination of turf grass, trees, shrubs, perennials, ground covers, mulch, and permeable hard scape elements. Front yard landscapes must be installed prior to the transfer of property from the builder to the homeowner.

- Landscape beds located away from the foundation of the home are required.

PLANT VARIETIES AND DIVERSITY

- All plant material must conform to the approved plant list per city standards and the palette list provided in this document.
- Planting beds may extend toward the front property line (street) to provide a more lush appearance to the community.

SHRUBS AND GROUND COVERS

The use of water-wise shrubs and ground covers are encouraged in place of turf grass. Shrubs and ground cover must be situated to screen any visible portion of the front elevations of exposed concrete house foundations, utility structures, irrigation controls, HVAC, electrical and gas equipment, downspouts, and air conditioning units.

TURF GRASS

- Turf grass is limited to no more than 85% and no less than 70% of the residential front yard area. All front yard landscape shall follow landscape standards within the PD. Lawn area shall be sodded with Tiff 419 Bermuda Grass – No exceptions.
- Turf grass species are limited to those listed on the plant palette list provided within this document.
- Artificial turf is not allowed.
- Xeriscape for the front lawns of single family residential must be approved prior to installation.

BOULDERS

When using rocks and boulders, the setting must appear natural, including burying the rock or boulder to the natural visible soil lines.

LANDSCAPE GRADING

- Contouring of open space landscaping lots are encouraged to create visual interest in the landscape and produce soft, gentle transitions between the existing grade of the home and the street.
- Landscape areas shall be graded to provide positive drainage away from all buildings and structures, minimum 1% on paved areas and minimum of 1.5% in landscaped areas. Builders need to verify with a geotechnical engineer for actual design criteria.
- Water may not discharge onto neighboring property. In the event of heavy discharge loads, surface drain should be used to capture and remove water from the site.
- Drainage shall be concentrated on paved areas, or in the shared swale with adjacent property.
- Plant bed edging shall not be prone to rot, rust, split or crack. A composite edge is acceptable.
- All final surveys will need to verify grades.

MINIMUM LANDSCAPE REQUIREMENTS

Each front yard (and side yards on corner lots) shall comply with the plant type and plant quantities outlined in the PD.

WALLS AND FENCES

- The wall concept for Iron Horse shall follow the landscape plan.
- Spacing between a retaining wall and adjacent pathway, alley or curb shall be planted with appropriate 3 gallon shrubs spaced per landscape architects recommendations.
- Walls within courtyards attached to the home should be constructed of materials to match those of the building exterior.
- All walls and fences, or combination thereof shall be 6' in height. Should the style of the home warrant a deviation in height, approval from the City is required.
- Where walkways are located between residential lots, any retaining walls and fences along both sides of walkways should be located and designed to make the walkway appear as open and spacious as possible. This can be accomplished by minimizing continuous wall lengths through the use of low walls and open fences along property lines and landscaping.
- Residential walls shall join village walls at the same top of wall elevation, or lower. Residential walls higher than village walls shall step down to the same top of wall elevation as village walls at least 15' feet prior to point of connection.
- Side and rear yard fences between homes are to be a standard 6'-0" high, max of 8'-0" upon request from the City.
- Side yard gates are to reflect the fence style and be fabricated of selected fence material.
- All side yard gates and fencing will need to meet all health and safety codes.
- Wood fencing shall an approved design, single sided, board on board, with metal posts and capped. Single standardized color required.
- Fences shall have finished side out with no posts and rails visible from any street, alley or open space.
- The front side yard fence shall be setback from the front elevation of the home a minimum of 4 feet.
- Side yard fencing shall be no closer than nine feet (9') to the back of curb of adjacent street.

- Columns shall only be installed on corner lots that have fences for side or backyards and are adjacent to ROW or Public open space. Columns shall only be installed at the corner rear fence line and at the front fence line if there is a side yard. Residential units with no fences are not required to install columns.

- All fences will be constructed per attached fence exhibit detail.

*O/S = OPEN SPACE PLANT PALETTE OPTION

*R/S = RESIDENTIAL SPACE PLANT PALETTE OPTION

Note: Plants listed in plant palette not to limit final selection on construction plans. All other plant material to be approved by Landscape Architect.



Shumard Oak *O/S
Quercus shumardii *R/S



Live Oak *O/S
Quercus virginiana *R/S



Chinese Pistache *O/S
Pistachia chinensis *R/S



Lacebark Elm *O/S
Ulmus parvifolia *R/S



Bald Cypress *O/S
Taxodium distichum *R/S



Texas Red Oak *O/S
Quercus buckleyi *R/S

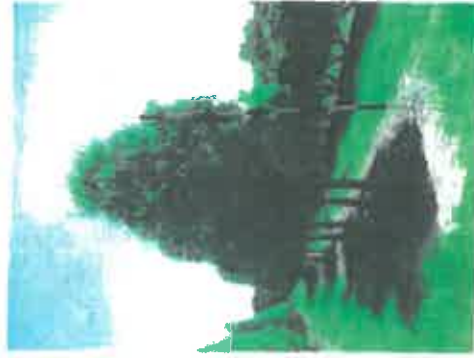
Shade Trees

*O/S = OPEN SPACE PLANT PALETTE OPTION

*R/S = RESIDENTIAL SPACE PLANT PALETTE OPTION



Texas Redbud 'Forest Pansy' *O/S
Cercis canadensis var. *texensis* *R/S



Mexican Plum *O/S
Prunus mexicana *R/S



Little Gem Magnolia *O/S
Magnolia grandiflora 'Little Gem' *R/S



Possumhaw Holly *O/S
Ilex decidua *R/S

Ornamental Trees

*O/S = OPEN SPACE PLANT PALETTE OPTION

*R/S = RESIDENTIAL SPACE PLANT PALETTE OPTION



Vitex *O/S
Vitex agnus-castus *R/S



Crape Myrtle *O/S
Lagerstroemia Indica *R/S
(Multiple Colors)



Wax Myrtle *O/S
Morella cerifera *R/S



Rose of Sharon *O/S
Hibiscus syriacus *R/S

Ornamental Trees

*O/S = OPEN SPACE PLANT PALETTE OPTION

*R/S = RESIDENTIAL SPACE PLANT PALETTE OPTION



| Purple Diamond Loropetalum *O/S
Loropetalum chinense *R/S
'Purple Diamond'



Texas Sage *O/S
Leucophyllum frutescens *R/S



Red Yucca *O/S
Hesperaloe parviflora *R/S



Blueberry Muffin Indian Hawthorn *O/S
Raphiolepis indica *R/S
'Blueberry Muffin'



Color Guard Yucca *O/S
Yucca filamentosa 'Color Guard' *R/S



English Lavender *O/S
Lavendula angustifolia *R/S

Shrubs

*O/S = OPEN SPACE PLANT PALETTE OPTION

*R/S = RESIDENTIAL SPACE PLANT PALETTE OPTION



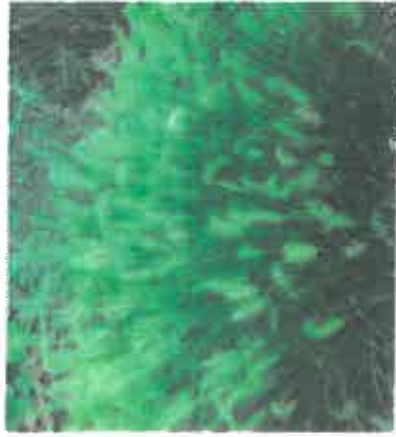
Morning Light Miscanthus *O/S
Miscanthus sinensis 'Morning Light' *R/S



Autumn Red Miscanthus *O/S
Miscanthus sinensis var. 'purpurascens' *R/S



Gulf Muhly Grass *O/S
Muhlenbergia capillaris 'Regal Mist' *R/S



'Little Bunny' Dwarf Fountain Grass *O/S
Pennisetum alopecuroides 'Little Bunny' *R/S



Little Bluestem Grass *O/S
Schizachyrium scoparium *R/S



Mexican Feather Grass *O/S
Stipa tenuissima *R/S

Ornamental Grasses

*CAN NOT BE UTILIZED AS TURF GRASS

*O/S = OPEN SPACE PLANT PALETTE OPTION

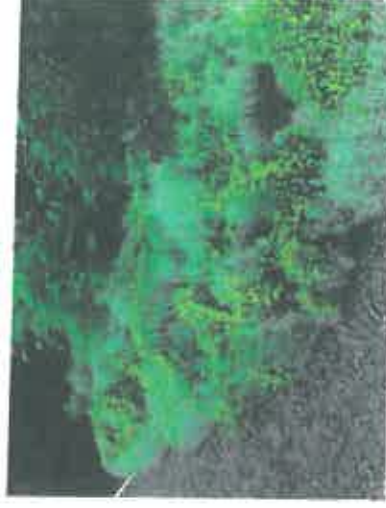
*R/S = RESIDENTIAL SPACE PLANT PALETTE OPTION



Blonde Ambition Blue Grama Grass *O/S
Bouteloua gracilis 'Blonde Ambition' *R/S
Plant Patent #22,048



Blue Pacific Juniper *O/S
Juniperus conferta 'Blue Pacific' *R/S



Gray Lavender Cotton *O/S
Santolina chamaecyparissus *R/S



Dwarf Fountain Grass 'Hameln' *O/S
Pennisetum alopecuroides 'Hameln' *R/S



Weeping Love Grass *O/S
Eragrostis curvula



Annual Color *O/S
(Varies) *R/S

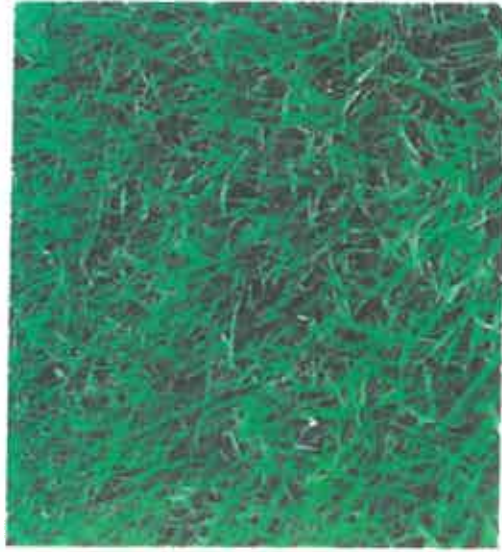
Ornamental Grasses / Groundcover

*CAN NOT BE UTILIZED AS TURF GRASS

STUDIO
DESIGN GROUP

*O/S = OPEN SPACE PLANT PALETTE OPTION

*R/S = RESIDENTIAL SPACE PLANT PALETTE OPTION



Common Bermuda Grass *O/S
*R/S



Buffalo Grass *O/S



Weeping Love Grass *O/S

Turf Grasses

*O/S = OPEN SPACE PLANT PALETTE OPTION
*R/S = RESIDENTIAL SPACE PLANT PALETTE OPTION



Colorado River Rock *O/S
*R/S

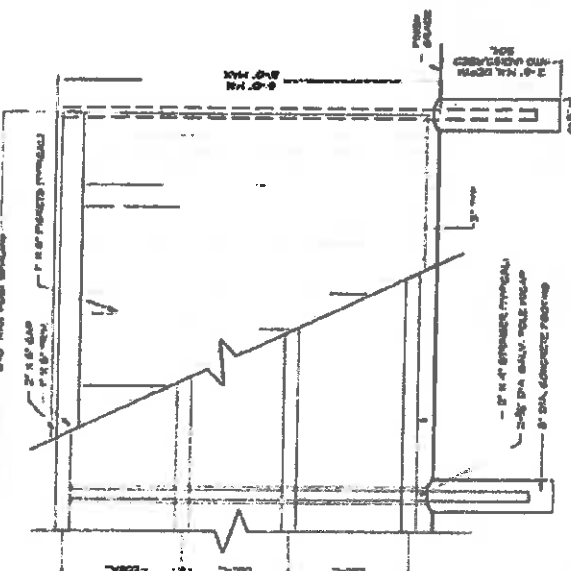


Starlight Crushed Black Granite *O/S
*R/S

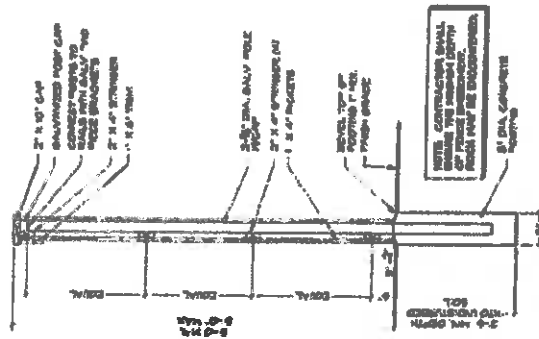


Decomposed Granite *O/S
*R/S

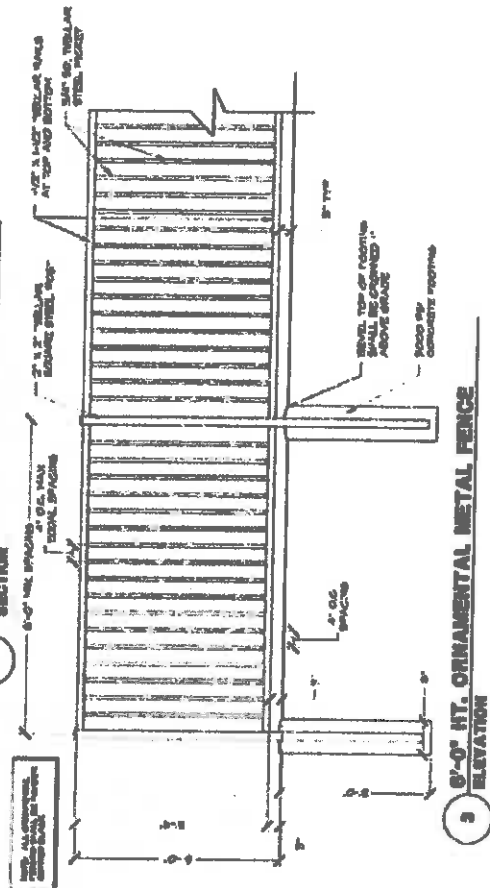
Rock / Granite



1 PARTIAL WOOD FENCE ELEVATION



2 WOOD FENCE SECTION



3 8'-0" HT. ORNAMENTAL METAL FENCE ELEVATION

Fence Exhibit

EXHIBIT M
MESQUITE RODEO IMPROVEMENTS

Project Name:**Mesquite Rodeo****City:****Mesquite****Square Footage:****137,000**

<i>Description</i>	<i>Unit</i>		
Exterior			
Exterior Fencing/Reconstruct Property Fencing	LF	\$	400,000.00
Stripping /Fire Lane	LF	\$	20,000.00
Exterior Building Improvements	EA	\$	160,000.00
Roof Improvements	SF	\$	500,000.00
Mezzanine Improvements			
Ceiling Tile	SF	\$	20,000.00
Carpet	SF	\$	22,000.00
Vinyl	SF	\$	50,000.00
Bleachers			
6 Inch Wood Panel	SF	\$	30,000.00
Stain/Grey	SF	\$	80,000.00
Pressure Wash	SF	\$	40,000.00
Restrooms Second Floor			
Partitions/Single	EA	\$	15,000.00
New Sink/Faucet	EA	\$	9,000.00
Paint	-	\$	7,000.00
Restroom First Floor			
Partitions/Single	EA	\$	15,000.00
New Sinks/Faucets	EA	\$	9,000.00
Paint	-	\$	7,000.00
Club			
LED High Bays	EA	\$	65,000.00
Patio	EA	\$	13,000.00
Fence on patio	EA	\$	13,000.00
Concessions	EA	\$	35,000.00
Plumbing	EA	\$	45,000.00
Build new bar at concession	EA	\$	20,000.00
Arena			
Concrete, Plumbing, Dirt Work	SF	\$	300,000.00
Light Sound and Video	EA	\$	400,000.00
Paint	EA	\$	170,000.00
Sprinkler Allowance	EA	\$	20,000.00
New Locker Room/Changing Rooms	EA	\$	150,000.00
Build New stage	SF	\$	50,000.00

Suites Allowance	SF	\$	400,000.00
Coral Fencing	LF	\$	20,000.00
Overhead Door	SF	\$	15,000.00
Misc Improvements	EA	\$	100,000.00
Contingency		\$	400,000.00
Total		\$	3,600,000.00

* The city acknowledges and agrees that the above referenced amounts for the Mesquite Rodeo Improvements are estimates only and are subject to change upon Rodeo Developer entering into contracts for the consutrcution of the Mesquite Rodeo Improvements.

