

in such Common Areas (as such term is defined in the Residential Subdivision Restrictions) as described on **Exhibit B** attached hereto the "Shared Common Area");

WHEREAS, the Commercial POA is the governing property association under the Commercial Property Restrictions for the Commercial Tracts and responsible for the maintenance of the Common Areas and Areas of Common Responsibility (as such terms are defined in the Commercial Property Restrictions) and related improvements;

WHEREAS, the Commercial Tracts and Residential Subdivision are all benefitted by the landscaping, hardscaping, trails, detention, retention, and other amenity improvements (the "Amenities") located within the Shared Common Area, which Shared Common Area is owned by the Declarant, and is part of the Residential Subdivision;

WHEREAS, the Residential Subdivision Owner and its successors and assigns together with the Residential HOA (collectively, the "Grantors") desire to create, grant and convey for the benefit of the Commercial Tracts Owner and its successors and assigns together with the Commercial POA, and each of their respective officers, directors, property managers, tenants, guests, invitees, agents, permittees and representatives (the "Benefitted Parties"), and for the benefit of the Commercial Tracts (collectively, the "Benefitted Property"), an Access and Use Easement (as hereinafter defined) for the purpose of use of the Amenities and related access in, on, under, along, over, across and through the Shared Common Area, subject to the terms and restrictions set forth herein; and

WHEREAS, the Grantors and Benefitted Parties desire that the Residential HOA be primarily responsible for performing the Maintenance Obligations (as hereinafter defined) and charging the Commercial Tract Owner of the Benefitted Property for their Pro-Rata Share (as hereinafter defined) of the Amenity Contribution (as hereinafter defined) related thereto, as more particularly set forth in the terms of this Agreement.

NOW THEREFORE, for and in consideration of the mutual covenants and conditions hereinafter set forth and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Residential Subdivision Owner, the Commercial Tracts Owner, the Commercial POA, and Residential HOA hereby agree as follows:

1. Access and Use Easement. Declarant does hereby create, grant and convey to and for the benefit of the Benefitted Parties, and for the benefit of the Benefitted Property, a non-exclusive license and easement (the "Access and Use Easement") for the purpose of access and use of the Amenities located in, on, under, along, over, across and through the Shared Common Area. The Access and Use Easement granted herein shall constitute a covenant running with the land and benefiting the Benefitted Property, and the Benefitted Parties and its/their successors and/or assigns, and shall burden the Shared Common Area, and shall bind the owners thereof until release, expiration or termination of such Access and Use Easement, as applicable, and all subject to the terms, covenants, conditions and restrictions set forth herein.

TO HAVE AND TO HOLD the above-described Access and Use Easement unto the Benefited Parties, their successors and assigns forever (subject to the terms hereof and any easements, covenants, conditions, restrictions or other matters of record).

2. Maintenance of Amenities; Cost Sharing. (a) Following completion of the initial Amenities within the Shared Common Area and acceptance thereof by all applicable governmental authorities, the Residential HOA, by and through its Board of Directors (initially, the "Responsible Party"), shall be the party primarily responsible for the maintenance, repair, replacement and/or operation of all Amenities located within the Shared Common Area in accordance with all applicable governmental requirements and the standards of maintenance then applicable to the maintenance of public parks and open space adopted by the City of Mesquite, Dallas County, Texas, including, without limitation, landscaping, seasonal planting, capital improvements, obtaining insurance, and/or obtaining utility services to serve the Shared Common Area and Amenities and improvements there on (the "Maintenance Obligations"), and the Responsible Party may delegate its obligations and duties hereunder to perform the Maintenance Obligations to a property management company or other third party; subject to the right of the Commercial POA (initially, the "Non-Responsible Party(ies)") to perform such Maintenance Obligations in accordance with the terms of Section 3(d) hereof. The Responsible Party or its delegate must contract with a reputable landscaping contractor doing business in the region in which the Benefitted Property is located in connection with the performance of the Maintenance Obligations hereunder. The Residential HOA may select vendors, enter into contracts, obtain bids or proposals for performance of Maintenance Obligations, obtain insurance for the Shared Common Area, and otherwise determine the scope and specific requirements related to the Maintenance Obligations and Maintenance Costs in its sole and absolute discretion.

(b) Each Owner of a Commercial Tract shall be liable and responsible for such Owner's Pro-Rata Share (as defined below) of the costs and expenses incurred by the Responsible Party in connection with satisfaction of its Maintenance Obligations pursuant to this Agreement (the "Maintenance Costs"). The Maintenance Costs shall include, without limitation, any and all fees charged by managing agent employed or contracted with by the Responsible party to oversee any carry out the Maintenance Obligations hereunder. The "Pro-Rata Share" (herein so called) of each Owner of a Commercial Tract shall be equal to the product obtained by multiplying (i) an amount equal to forty percent (40%) of the budgeted Maintenance Costs determined by the Residential HOA ("Amenity Contribution"), which Amenity Contribution initially shall be no greater than \$200,000.00, by (ii) the fraction whose numerator is the linear feet of frontage along the Shared Common Area of an Owner's Commercial Tract and denominator of which is the aggregate linear feet of frontage along the Shared Common Area of all Commercial Tracts. Each Commercial Tract Owner's Pro-Rata Share of any Amenity Contribution for a calendar year shall be invoiced on or about January 1 of the calendar year for which such amounts are due and owing to the Responsible Party and delinquent if not paid on or before January 31 of such calendar year. **For avoidance of doubt, each Owner's Pro-Rata Share of Amenity Contribution shall be paid in advance on January 1 and delinquent after January 31 of the then current calendar year based on the best available estimate of costs determined by the Residential HOA as shown in the budget adopted by the Residential HOA for the then current calendar year (i.e. each Owner's Pro-Rata Share of any Amenity Contribution due on January 1, 2021 shall be applied to Maintenance Costs for the 2021**

calendar year). The Owners of the Commercial Tracts shall each pay their Pro-Rata Share of the Amenity Contribution due under this Agreement directly to the Residential HOA unless otherwise expressly directed in writing by the Commercial POA. In the event that the Residential HOA incurs unanticipated overages in the Maintenance Costs in any calendar year, the Residential HOA may adjust the Amenity Contribution to account for such Overages and invoice the Owners of the Commercial Tracts for each of their Pro-Rata Share of the overages applicable to the adjusted Amenity Contribution, which shall be due and delinquent if not paid in full within thirty (30) days after invoicing. The Residential HOA shall provide to the Commercial POA on an annual basis within ninety (90) days of the end of a calendar year copies of all invoices and receipts related to the costs and/or expenses included in the Maintenance Costs (initially budgeted, and/or any adjustment thereof) for such calendar year.

(c) If any Owner of a Commercial Tract fails to timely deliver its Pro-Rata Share of Amenity Contribution, or any other amounts due hereunder (including, without limitation, amounts which may become due pursuant to the terms hereof), to the Responsible Party as and when required hereunder, the Responsible Party may file a lien on such Owner's property after thirty (30) days' notice and opportunity to cure such failure, to secure such Owner's obligation to pay its Pro-Rata Share of the Amenity Contribution, until all amounts due and owing by such Owner to the Responsible Party are paid in full. The obligation of an Owner to pay its Pro-Rata Share of the Amenity Contribution hereunder may be enforced by judicial or non-judicial foreclosure. A non-judicial foreclosure must be conducted in accordance with the provisions applicable to the exercise of powers of sale as set forth in Section 51.002 of the Texas Property Code, or in any manner permitted by law. In any foreclosure, the Owner is required to pay the Responsible Party's costs and expenses for proceedings, including reasonable attorneys' fees and legal expenses. The foregoing rights and remedies shall be in addition to any and all other remedies available to the Responsible Party hereunder, at law or in equity.

The lien securing the amounts due and payable herein shall be subordinate to (i) liens of ad valorem taxes and (ii) statutory liens having priority by operation of law, (iii) the lien of any first lien deed of trust, mortgage or other similar security instrument granting, creating, or conveying a lien or security interest upon an Owner's property for financing of the acquisition of such property and/or for the finance of the acquisition and/or construction of improvements thereon that has been recorded in the real property records of Dallas County, Texas ("Priority Mortgage"). Sale or transfer of any Owner's property subject to this Agreement shall not affect the lien hereby created; however, the sale or transfer of any Owner's property pursuant to foreclosure of a first Mortgage or any conveyance in lieu thereof, shall extinguish the lien for payments which become due prior to such sale or transfer (but not extinguish claims against the Owner personally for amounts due and unpaid). No such sale or transfer shall relieve such property from liability for any amounts thereafter becoming due or from the lien thereof.

(d) In the event that the Residential HOA fails to perform the Maintenance Obligations of with respect to the Amenities, the Commercial POA through its Board of Directors may, upon thirty (30) days written notice delivered to the Residential HOA (the "Default Notice"), provided that the Residential HOA has not cured such failure within the aforementioned thirty (30) day period (provided the Residential HOA shall be afforded such additional time to cure for matters that cannot be reasonably cured within such thirty (30) day

period as long as the Residential HOA has commenced such cure within thirty (30) days after receipt of a Default Notice and diligently pursues curing same thereafter), may, but has no obligation to, assume the duties and responsibilities of the Responsible Party hereunder to cause the required maintenance, replacement or repair of the Amenities as specified in the Default Notice to be performed and shall be entitled to rights of a Responsible Party to be reimbursed in connection therewith; provided, however, in no event shall any Owner of a single Commercial Tract or a single lot within the Residential Subdivision be entitled to be the Responsible Party under this Agreement; it being understood and agreed that the Commercial POA shall perform all rights, duties and obligations of the Owners of the Commercial Tracts hereunder and the Residential HOA shall perform all rights, duties and obligations of the Owners of lots within the Residential Subdivision hereunder.

(e) The parties hereby acknowledge and agree that all or any portion of the Shared Common Area may be conveyed by the owner thereof to the Residential HOA without requirement of acceptance or acknowledgement of the conveyance thereof to the Commercial POA, and/or the Commercial Owners, for themselves and the Commercial POA, hereby accepts any such conveyance of the Shared Common Area to the Residential HOA.

4. Amendment and Termination. This Agreement may be amended, modified and/or terminated by an instrument executed by the President or authorized officer of the Residential HOA and the President or authorized officer of the Commercial POA. Any amendment, modification or termination of this Agreement must be recorded in the Official Public Records of Dallas County, Texas. Neither the Commercial POA nor the Residential HOA shall unreasonably withhold, condition or delay execution of the President or authorized officer thereof of any amendment to this Agreement reasonably requested. In addition to the foregoing, the Residential HOA, through its President or authorized officer, may terminate this Agreement unilaterally by recordation of a Termination Notice in the Official Public Records of Dallas County, Texas in the event that any Owner of the Commercial Tract (or the Commercial POA on behalf of such Owner) fails to reimburse the Residential HOA for such Owner's Pro-Rata Share of the Amenity Contribution due hereunder within thirty (30) days after delivery of written notice indicating payment is past due delivered by or on behalf of the Residential HOA to such defaulting Owner (with a copy also delivered to the Commercial POA).

5. Notices. Any and all notices, elections, approvals, consents, demands, requests and responses thereto ("Communications") permitted or required to be given under this Agreement shall be in writing and shall be deemed to have been properly given and shall be effective upon the earlier of receipt thereof or deposit thereof in the United States mail, postage prepaid, certified with return receipt requested, to a the party to receive such notice at the address of such party as set forth below, or at such other address within the continental United States as such party may designate by notice specifically designated as a notice of change of address and given in accordance herewith (and additionally, with respect to the Residential HOA and Commercial POA, to the address of the registered agent thereof as shown on the Texas Secretary of State records, and with respect to each other Owner, the as noted on the most current taxing authority information; provided, however, that the time period in which a response to any Communication must be given shall commence on the date of receipt thereof; and provided further that no notice of change of address shall be effective with respect to Communications

sent prior to the time of receipt thereof. For purposes of notice, the addresses of the parties are initially as follows:

Residential HOA (for itself
and on behalf of all Owners of
any portion of the Residential
Subdivision):

c/o Essex Association Management, LP
1512 Crescent Drive, Suite 112
Carrollton, Texas 75006
Attention: Ron Corcoran

Commercial POA (for itself and
and on behalf of all Owners of
any portion of the Commercial
Tracts):

c/o Essex Association Management, LP
1512 Crescent Drive, Suite 112
Carrollton, Texas 75006
Attention: Ron Corcoran

6. Estoppel. The Residential HOA with respect to Owners of lots within the Residential Subdivision, or the Commercial POA with respect to Owners of any portion of the Commercial Tracts shall, upon not less than ten (10) days prior request by any other Owner or any mortgagee of an Owner, execute, acknowledge and deliver to the requesting Owner or such mortgagee, as the case may be, a statement in writing certifying that this Agreement is unmodified and in full force and effect (or if there have been modifications, that the same is in full force and effect as modified and stating the modifications); that no party is in default and each party hereto has fully performed its obligations hereunder; all amounts due and payable hereunder have been paid in full; and such other matters as the requesting Owner or its mortgagee may reasonably request.

7. Miscellaneous. (a) The terms of this Agreement shall be governed and interpreted in accordance with the laws of the State of Texas, and venue for any disputes between the parties hereto shall be in Dallas County, Texas.

(b) Nothing herein contained shall be deemed a gift or dedication of any portion of the Shared Common Area to the general public or for any public use or purpose whatsoever, it being the intention and understanding that this Agreement shall be strictly limited to and for the purposes herein expressed solely for the benefit of the Benefitted Parties.

(c) If any term, provision, covenant or condition of this Agreement, or any application thereof, should be held by a court of competent jurisdiction to be invalid, void or unenforceable, all provisions, covenants and conditions of this Agreement and all applications thereof not held invalid, void or unenforceable, shall continue in full force and effect and shall in no way be affected, impaired or invalidated thereby.

(d) The captions preceding the text of each section hereof are included only for convenience of reference and shall be disregarded in the construction and interpretation of this Agreement.

(e) If any party hereto or Benefitted Party hereunder shall bring an action against any other party hereto or Benefitted Party by reason of the breach of any covenant, term or obligation hereof, or otherwise arising out of this Agreement, the prevailing party or Benefitted Party in such suit shall be entitled to its costs of suit and reasonable attorneys' fees.

(f) In this Agreement, whenever the context so requires, reference to any gender includes any other gender, and the singular number includes the plural and the plural includes the singular.

(g) This Agreement shall be binding upon and inure to the benefit of the Benefitted Parties and burden the owners of fee title to Shared Common Area, and their respective heirs, executors, successors and assigns.

(h) The easements herein granted are not exclusive, and the right is hereby reserved to the owner of the Shared Common Area to grant such other easements, rights or privileges with respect to the real property owned by it to such other persons and for such other purposes as such owner in its discretion may elect, so long as such purposes do not unreasonably interfere with the easements granted herein.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the Declarant has executed this Agreement as of the date first set forth above.

DECLARANT:

MM MESQUITE 50, LLC,
a Texas limited liability company

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

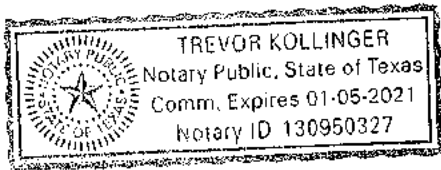
By: 2M Ventures, LLC,
A Delaware limited liability company,
Its Manager

By: [Signature]
Name: Mehrad Monzer
Its: Manager

STATE OF TEXAS §
 §
COUNTY OF Dallas §

BEFORE ME, the undersigned authority, on this day personally appeared Mehrad Monzer, the Manager of 2M Ventures, LLC, a Delaware limited liability company, the Manager of MMM Ventures, LLC, a Texas limited liability company, the Manager of MM MESQUITE 50, LLC, a Texas limited liability company, known to me to be the person and officer whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, and as the act and deed of said limited liability companies, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, on this 18 day of February, 2020.



[Signature]
Notary Public, State of Texas

RESIDENTIAL HOA:

IRON HORSE VILLAGE HOMEOWNERS ASSOCIATION, INC., a Texas non-profit corporation,

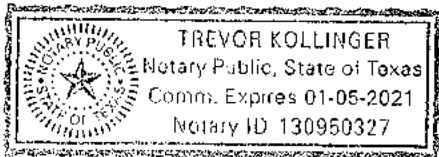
By: *Mehrdad Moayed*
Name: Mehrdad Moayed
Title: President

STATE OF TEXAS §
 §
COUNTY OF Dallas §

Mehrdad Moayed BEFORE ME, the undersigned authority, on this day personally appeared *Mehrdad Moayed* of Iron Horse Village Homeowners Association, Inc., a Texas non-profit corporation, known to me to be the person and officer whose name is subscribed to the foregoing instrument, and acknowledged to me that s/he executed the same for the purposes and consideration therein expressed, and as the act and deed of said corporation and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, on this 18 day of February 2020.

[SEAL]



T. Kollinger
Notary Public, State of Texas
My Commission Expires: 01-05-2021

EXHIBIT A-1

LEGAL DESCRIPTION AND/OR DEPICTION OF THE COMMERCIAL LAND

TRACT 1A – 14.7657 ACRES

BEING a tract of land situated in the Daniel Tanner Survey, Abstract No. 1462, and the Job Badgley Survey, Abstract No. 74, City of Mesquite, Dallas County, Texas and being part of a called 18.3003 acre tract of land described as Tract 2, and being part of a called 2.821 acre tract of land described as Tract 3, and being part of a called 1.9483 acre tract of land described as Tract 5 in General Warranty Deed to Scyene Rodeo, LTD., recorded in Volume 2000064, Page 2651 and Volume 2000064, Page 2662, of the Deed Records, Dallas County, Texas, and being part of a called 5.309 acre tract of land described in Special Warranty Deed to Scyene Rodeo, LTD., recorded in Instrument No. 200600158939, Official Public Records, Dallas County, Texas, and being part of a called 2.897 acre tract of land described as Tract 1 and part of a called 0.766 acre tract of land described as Tract II in Special Warranty Deed to Scyene Rodeo, LTD., recorded in Instrument No. 20070091617, Official Public Records, Dallas County, Texas, and being part of Lot 1 and all of Lot 4, Block A of Rodeo Center Addition, according to the Final Plat thereof recorded in Volume 85101, Page 2067 of the Deed Records, Dallas County, Texas, and being part of a called 5.315 acre tract of land described in Special Warranty Deed to City of Mesquite, as recorded in Instrument No. 200600163878 of the Official Public Records of Dallas County, Texas, and being more particularly described as follows:

BEGINNING at an "X" cut in concrete set in the southeast right-of-way line of Scyene Road (a variable width right-of-way), for the northeast corner of Lot 3C of Lots 2A, 2B, 3A, 3B & 3C of the Rodeo Centre Addition, according to the Replat thereof recorded in Volume 85186, Page 2020 of the Deed Records, Dallas County, Texas, common to the northerly northeast corner of said Lot 4;

THENCE along said southeast right-of-way line of Scyene Road, South 87°55'35" East, a distance of 30.00 feet to an "X" cut in concrete set for the northwest corner of Lot 2A of said Rodeo Centre Addition, common to the northerly northeast corner of said Lot 4;

THENCE departing said southeast right-of-way line of Scyene Road, and along the west line of said Lot 2A, South 2°04'25" West, a distance of 230.00 feet an "X" cut in concrete found for southwest corner of said Lot 2A, and being an inner ell corner of said Lot 4;

THENCE along the north line of said Lot 4, South 87°55'35" East, a distance of 303.96 feet to a point in the west right-of-way line of Interstate Highway 635 (a variable width right-of-way), from which, a 1/2-inch iron rod with plastic cap stamped "HALFF ASSOC. INC." found bears South 40°35'09" East, a distance of 0.30 feet;

THENCE along said west right-of-way line of Interstate Highway 635, South 18°53'25" East, a distance of 344.96 feet to a 5/8-inch iron rod with plastic cap stamped "KHA" set at the intersection of said west right-of-way line of Interstate Highway 635 and the west right-of-way line of Hickory Tree Road (a variable width right-of-way);

THENCE departing said west right-of-way line of Interstate Highway 635, along the west right-of-way line of said Hickory Tree Road, the following courses and distances:

South 0°56'31" East, a distance of 118.85 feet to an "X" cut in concrete set for corner, from which a "X" cut in concrete found bears South 00°56'31" East, a distance of 2.44 feet;

North 89°09'07" East, a distance of 9.67 feet to an "X" cut in concrete set for corner;

South 0°56'31" East, a distance of 423.28 feet to a 5/8-inch iron rod with plastic cap stamped "KHA" set;

South 10°39'35" West, a distance of 49.78 feet to a 5/8-inch iron rod with plastic cap stamped "KHA" set;

South 0°43'50" East, a distance of 503.01 feet to crow's foot cut in concrete found for the southeast corner of said 2.821 acre tract, common to the intersection of the west right-of-way line of said Hickory Tree Road with the north right-of-way line of aforesaid Rodeo Drive (a 60 foot wide right-of-way);

THENCE departing said west right-of-way line of Hickory Tree Road, along the north right-of-way line of said Rodeo Drive, South 89°06'14" West, a distance of 921.03 feet to a 1/2-inch iron rod found for the southerly southwest corner of said 1.9483 acre tract, common to the southeast corner of a right-of-way corner clip for said east right-of-way line of Rodeo Drive;

THENCE along said corner clip, North 45°53'46" West, a distance of 14.14 feet to a 1/2-inch iron rod found for the northerly southwest corner of said 1.9483 acre tract, common to the northwest corner of said right-of-way corner clip;

THENCE continuing along the east right-of-way line of said Rodeo Drive, North 0°53'46" West, a distance of 243.98 feet to a 5/8-inch iron rod with plastic cap stamped "KHA" set for corner;

THENCE departing said east right-of-way line of Rodeo Drive, crossing said 1.9483 acre tract, said 5.315 acre tract, said 2.821 acre tract, said 18.3003 acre tract, and aforesaid Lots 1 and 4, the following courses and distances:

North 44°04'51" East, a distance of 21.22 feet to a point for corner;

North 89°03'29" East, a distance of 339.17 feet to a point at the beginning of a tangent curve to the left having a central angle of 73°51'34", a radius of 60.50 feet, a chord bearing and distance of North 52°07'42" East, 72.70 feet;

In a northeasterly direction, with said curve to the left, an arc distance of 77.99 feet to a point for corner;

North 89°03'29" East, a distance of 220.38 feet to a point for corner;

North 0°56'31" West, a distance of 401.06 feet to a point for corner;

South 89°03'29" West, a distance of 55.00 feet to a point for corner;

North 0°56'31" West, a distance of 239.60 feet to a point for corner;

North 89°03'29" East, a distance of 157.00 feet to a point for corner;

North 0°56'31" West, a distance of 154.54 feet to a point for corner;

South 89°03'29" West, a distance of 235.00 feet to a point for corner;

North 0°56'31" West, a distance of 240.00 feet to a point at the beginning of a tangent curve to the left having a central angle of 33°24'47", a radius of 58.00 feet, a chord bearing and distance of North 17°38'55" West, 33.35 feet;

In a northwesterly direction, with said curve to the left, an arc distance of 33.82 feet to a point for corner on the west line of aforesaid 0.766 acre tract;

THENCE North 2°04'25" East, along the west line of said 0.766 acre tract, passing en route an "X" cut in concrete found for the southwest corner of aforesaid Lot 3C, common to an ell corner of said Lot 4, and continuing along the same course and along the east line of said Lot 3C and the west line of said Lot 4, for a total distance of 289.19 feet to the **POINT OF BEGINNING** and containing 14.766 acres (643,192 square feet) of land, more or less.

TRACT 1D – 1.8762 ACRES

BEING a tract of land situated in the Daniel Tanner Survey, Abstract No. 1462, City of Mesquite, Dallas County, Texas and being part of a called 18.3003 acre tract of land described as Tract 2 in General Warranty Deed to Scyene Rodeo, LTD., recorded in Volume 2000064, Page 2651 and Volume 2000064, Page 2662, of the Deed Records, Dallas County, Texas, and being more particularly described as follows:

BEGINNING at a 1/2-inch iron rod with plastic cap stamped "NDM" found at the south end of a right-of-way corner clip at the intersection of southeast right-of-way line of Scyene Road (a variable width right-of-way) and the east right-of-way of Rodeo Drive (a 60-foot wide right-of-way);

THENCE along said right-of-way corner clip, North 30°05'32" East, a distance of 25.18 feet to the south north end of said right-of-way corner clip, from which a 1/2-inch iron rod with plastic cap stamped "NDM" found for witness bears North 70°51'36" East, a distance of 0.66 feet;

THENCE along said southeast right-of-way line of Scyene Road, the following courses and distances:

North 80°29'37" East, a distance of 182.12 feet to a 1/2-inch iron rod with plastic cap stamped "W.A.I." found for corner;

North 76°53'31" East, a distance of 310.18 feet to a 1/2-inch iron rod with plastic cap stamped "W.A.I." found for corner;

THENCE departing said southeast right-of-way line of Scyene Road, and crossing said 18.3003 acre tract, the following courses and distances:

South 10°22'45" East, a distance of 43.85 feet to a point at the beginning of a non-tangent curve to the left having a central angle of 34°43'29", a radius of 58.00 feet, a chord bearing and distance of South 62°15'30" West, 34.62 feet;

In a southwesterly direction, with said curve to the left, an arc distance of 35.15 feet to a point for corner;

South 44°53'45" West, a distance of 422.67 feet to a point for corner in said east right-of-way line of Rodeo Drive, and at the beginning of a non-tangent curve to the right having a central angle of 29°48'05", a radius of 570.00 feet, a chord bearing and distance of North 36°14'01" West, 293.14 feet;

THENCE along said east right-of-way line of Rodeo Drive, in a northwesterly direction with said curve to the right, an arc distance of 296.48 feet to the **POINT OF BEGINNING** and containing 1.876 acres (81,725 square feet) of land, more or less.

EXHIBIT A-2

LEGAL DESCRIPTION AND/OR DEPICTION OF THE RESIDENTIAL SUBDIVISION LAND

TRACT 2A:

BEING a tract of land situated in the Daniel Tanner Survey, Abstract No. 1462, City of Mesquite, Dallas County, Texas and being a portion of a called 10.535 acre tract of land described as Tract 2 in in Warranty Deed with Vendor's Lien to MM MESQUITE 50, LLC, recorded in Instrument No. 201800192841, of the Official Public Records, Dallas County, Texas, and being more particularly described as follows:

BEGINNING at the southerly northwest corner of said 10.535 acre tract, common to the southwest corner of Lot 1, Block A, of The Landmark Addition, an addition to the City of Mesquite, Texas, according to the plat thereof recorded in Volume 85135, Page 3484, Deed Records, Dallas County, Texas, being on the east right-of-way line of Peachtree Road (a 50-foot right-of-way), from which a 1/2-inch iron rod found bears North 61°07' West, a distance of 0.3 feet;

THENCE departing said east right-of-way line of Peachtree Road and along the north line of said 10.535 acre tract and the south line of said Lot 1, Block A, North 69°07'29" East, a distance of 223.14 feet to a 5/8-inch iron rod with plastic cap stamped "KHA" set for the southeast corner of said Lot 1, Block A, common to an ell corner of said 10.535 acre tract, and at the beginning of a tangent curve to the right to the right having a central angle of 14°28'02", a radius of 221.00 feet, a chord bearing and distance of North 76°21'30" East, 55.65 feet;

THENCE crossing said 10.535 acre tract, the following courses and distances:

In a northeasterly direction, with said curve to the right, an arc distance of 55.80 feet to a 5/8-inch iron rod with plastic cap stamped "KHA" set at the beginning of a reverse curve to the left having a central angle of 14°28'02", a radius of 179.00 feet, a chord bearing and distance of North 76°21'30" East, 45.08 feet;

In a northeasterly direction, with said curve to the left, an arc distance of 45.20 feet to a 5/8-inch iron rod with plastic cap stamped "KHA" set for corner;

North 69°07'29" East, a distance of 182.85 feet to a 5/8-inch iron rod with plastic cap stamped "KHA" set at the beginning of a tangent curve to the left having a central angle of 7°02'03", a radius of 129.00 feet, a chord bearing and distance of North 65°36'27" East, 15.83 feet;

In a northeasterly direction, with said curve to the left, an arc distance of 15.84 feet to a 5/8-inch iron rod with plastic cap stamped "KHA" set for corner;

North 13°29'08" East, a distance of 21.11 feet to a 5/8-inch iron rod with plastic cap stamped "KHA" set on the west right-of-way line of Rodeo Drive a (a 60-foot right-of-

way) and the east line of said 10.535 acre tract, and at the beginning of a non-tangent curve to the left having a central angle of $34^{\circ}24'15''$, a radius of 630.00 feet, a chord bearing and distance of South $48^{\circ}16'45''$ East, 372.63 feet;

THENCE along the west right-of-way line of said Rodeo Drive and the east line of said 10.535 acre tract, the following courses and distances:

In a southeasterly direction, with said curve to the left, an arc distance of 378.29 feet to a point for corner, from which a 1/2-inch iron rod with plastic cap stamped "NDM 2609." found bears North $38^{\circ}10'$ East, a distance of 0.2 feet and being at the beginning of a reverse curve to the right having a central angle of $69^{\circ}52'53''$, a radius of 570.00 feet, a chord bearing and distance of South $30^{\circ}32'41''$ East, 652.91 feet;

In a southeasterly direction, with said curve to the right, an arc distance of 695.21 feet to a 1/2-inch iron rod with illegible plastic cap found for corner;

South $4^{\circ}23'31''$ West, a distance of 26.99 feet to a 1/2-inch iron rod found for the southeast corner of said 10.535 acre tract, common to the northeast corner of a called 2.404 acre tract of land described in deed to Camelot Sports & Entertainment, L.L.C., recorded in instrument No. 200900125900, Official Public Records, Dallas County, Texas;

THENCE departing said west right-of-way line of Rodeo Drive and along the south line of said 10.535 acre tract and the north line of said 2.404 acre tract, South $89^{\circ}07'54''$ West, a distance of 428.68 feet to the south southwest corner of said 10.535 acre tract, common to the northwest corner of said 2.404 acre tract, in the east right-of-way line of an 18-foot alley shown on the plat of Town Ridge Addition, First Increment, an addition to the City of Mesquite, Texas, according to the plat thereof recorded in Volume 84217, Page 3610, Deed Records, Dallas County, Texas, from which a 1/2-inch iron rod with plastic cap stamped "NDM 2609" bears North $88^{\circ}25'$ East, a distance of 0.7 feet;

THENCE along said east right-of-way line of the 18-foot alley and the west line of said 10.535 acre tract, North $4^{\circ}19'17''$ East, a distance of 434.33 feet to a 5/8-inch iron rod with plastic cap stamped "KHA" set for the northeast corner of said Town Ridge Addition, common to an ell corner of said Town Ridge Addition;

THENCE along the north right-of-way line of said 18-foot alley and the south line of said 10.535 acre tract, South $89^{\circ}21'21''$ West, a distance of 676.12 feet to an "X" cut in concrete set for the northerly southwest corner of said 10.535 acre tract in the east right-of-way line of Peachtree Road (a 50-foot right-of-way) and at the beginning of a non-tangent curve to the left having a central angle of $15^{\circ}10'31''$, a radius of 852.28 feet, a chord bearing and distance of North $8^{\circ}17'29''$ West, 225.07 feet;

THENCE along said east right-of-way line of Peachtree Road and the west line of said 10.535 acre tract and in a northwesterly direction with said curve to the left, an arc distance of 225.73

feet to the **POINT OF BEGINNING** and containing 9.314 acres (405,712 square feet) of land, more or less.

TRACT 1B-1 (COMMON AREA0:

BEING a tract of land situated in the Daniel Tanner Survey, Abstract No. 1462 and the Job Badgley Survey, Abstract No. 74, City of Mesquite, Dallas County, Texas and being a portion of a called 31.941 acre tract of land described as Tract 1, conveyed to MM MESQUITE, LLC, as evidenced in a Warranty Deed recorded in Instrument No. 201800192841 of the Official Public Records of Dallas County, Texas, and being a portion of a called 5.315 acre tract of land, conveyed to the City of Mesquite, as evidenced in a Special Warranty Deed recorded in Instrument No. 200600163878, of the Official Public Records of Dallas County, Texas, same also being portions of Lots 1 and 4, Block A of Rodeo Center Addition, according to the Final Plat thereof recorded in Volume 85101, Page 2067 of the Deed Records, Dallas County, Texas, and being more particularly described by metes and bounds as follows:

COMMENCING at an "X" cut in concrete found for the southeast corner of Lot 3C of Lots 2A, 2B, 3A, 3B & 3C of the Rodeo Centre Addition, according to the Replat thereof recorded in Volume 85186, Page 2020 of the Deed Records, Dallas County, Texas, common to an ell corner of said Lot 4, from which, an "X" cut in concrete set for the northeast corner of said Lot 3C bears North 02°04'25" East, 230.00 feet;

THENCE crossing said Tract 1 and said Lot 4, the following:

South 02°04'25" West, distance of 59.19 feet to a point at the beginning of a non-tangent curve to the right having a central angle of 33°24'47", a radius of 58.00 feet, a chord bearing and distance of South 17°38'55" East, 33.35 feet;

In a southeasterly direction, with said curve to the right, an arc distance of 33.82 feet to a point for corner;

South 00°56'31" East, a distance of 240.00 feet to the **POINT OF BEGINNING** of the herein described tract;

THENCE continuing across said Tract 1 and said Lot 4, and crossing said Lot 1 and said 5.3315 acre tract, the following:

North 89°03'29" East, a distance of 235.00 feet to a point for corner;

South 00°56'31" East, a distance of 154.54 feet to a point for corner;
South 89°03'29" West, a distance of 157.00 feet to a point for corner;
South 00°56'31" East, a distance of 239.60 feet to a point for corner;
North 89°03'29" East, a distance of 55.00 feet to a point for corner;

South 00°56'31" East, a distance of 401.06 feet to a point for corner;

South 89°03'29" West, a distance of 220.38 feet to a point at the beginning of a non-tangent curve to the left having a central angle of 16°08'26", a radius of 60.50 feet, a chord bearing and distance of North 7°07'42" East, 16.99 feet;

In a northeasterly direction, with said curve to the left, an arc distance of 17.04 feet to a point for corner;

North 00°56'31" West, a distance of 13.18 feet to a point for corner;

North 89°03'29" East, a distance of 78.00 feet to a point for corner;

North 00°56'31" West, a distance of 640.00 feet to a point for corner;

South 89°03'29" West, a distance of 78.00 feet to a point for corner;

North 00°56'31" West, a distance of 123.20 feet to a point for corner;

North 83°20'50" East, a distance of 20.10 feet to a point for corner;

North 89°03'29" East, a distance of 65.00 feet to the **POINT OF BEGINNING** and containing 2.893 acres (126,011 square feet) of land, more or less.

TRACT 1B-2 (COMMON AREA) AND TRACT 1C:

BEING a tract of land situated in the Daniel Tanner Survey, Abstract No. 1462 and the Job Badgley Survey, Abstract No. 74, City of Mesquite, Dallas County, Texas and being a portion of a called 31.941 acre tract of land described as Tract 1, conveyed to MM MESQUITE, LLC, as evidenced in a Warranty Deed recorded in Instrument No. 201800192841 of the Official Public Records of Dallas County, Texas, and being a portion of a called 5.315 acre tract of land, conveyed to the City of Mesquite, as evidenced in a Special Warranty Deed recorded in Instrument No. 200600163878, of the Official Public Records of Dallas County, Texas, same also being a portion of Lot 4, Block A of Rodeo Center Addition, according to the Final Plat thereof recorded in Volume 85101, Page 2067 of the Deed Records, Dallas County, Texas, and being more particularly described by metes and bounds as follows:

BEGINNING at an "X" cut in concrete found for the southeast corner of Lot 3C of Lots 2A, 2B, 3A, 3B & 3C of the Rodeo Centre Addition, according to the Replat thereof recorded in Volume 85186, Page 2020 of the Deed Records, Dallas County, Texas, common to an ell corner of said Lot 4;

THENCE crossing said Tract 1, said Lot 4 and said 5.3315 acre tract, the following courses:

South 02°04'25" West, distance of 59.19 feet to a point at the beginning of a non-tangent curve to the right having a central angle of 33°24'47", a radius of 58.00 feet, a chord bearing and distance of South 17°38'55" East, 33.35 feet;

In a southeasterly direction, with said curve to the right, an arc distance of 33.82 feet to a point for corner;

South 00°56'31" East, a distance of 240.00 feet to a point for corner;

South 89°03'29" West, a distance of 65.00 feet to a point for corner;

South 83°20'50" West, a distance of 20.10 feet to a point for corner;

South 0°56'31" East, a distance of 123.20 feet to a point for corner;

North 89°03'29" East, a distance of 78.00 feet to a point for corner;

South 0°56'31" East, a distance of 640.00 feet to a point for corner;

South 89°03'29" West, a distance of 78.00 feet to a point for corner;

South 0°56'31" East, a distance of 13.18 feet to a point at the beginning of a tangent curve to the right having a central angle of 90°00'00", a radius of 60.50 feet, a chord bearing and distance of South 44°03'29" West, 85.56 feet;

In a southwesterly direction, with said curve to the right, an arc distance of 95.03 feet to a point for corner;

South 89°03'29" West, a distance of 339.17 feet to a point for corner;

South 44°04'51" West, a distance of 21.22 feet to a point for corner, same being on the westerly line of said Tract 1 and the easterly right-of-way line of Rodeo Drive, a 60 foot right of way, as recorded in Volume 93128, Page 717, of the Deed Records of Dallas County, Texas;

THENCE along the easterly right of way line of said Rodeo Drive and the westerly line of said Tract 1, the following courses:

North 0°53'46" West, a distance of 25.15 feet to a 1/2 inch iron rod with plastic cap stamped "NDM found at the beginning of a non-tangent curve to the right having a central angle of 05°15'38", a radius of 570.00 feet, a chord bearing and distance of North 01°58'23" East, 52.32 feet;

In a northeasterly direction, with said curve to the right, an arc distance of 52.33 feet to a 1/2 inch iron rod with plastic cap stamped "NDM found for corner;

North 04°23'31" East, a distance of 153.53 feet to a point at the beginning of a tangent curve to the left having a central angle of 69°52'23", a radius of 630.00 feet, a chord bearing and distance of North 30°32'41" West, 721.56 feet, from which, a 1/2 inch iron rod found for witness bears North 03°49' East, a distance of 12.30 feet;

In a northwesterly direction, with said curve to the left, an arc distance of 768.30 feet to a point at the beginning of a reverse curve to the right having a central angle of $14^{\circ}20'49''$, a radius of 570.00 feet, a chord bearing and distance of North $58^{\circ}18'28''$ West, 142.36 feet, from which, a 1/2 inch iron rod with plastic cap stamped 'NDM found for witness bears South $19^{\circ}47'$ West, a distance of 0.3 feet;

In a northwesterly direction, with said curve to the right, an arc distance of 142.73 feet to a point for corner;

THENCE departing the easterly right of way line of said Rodeo Drive and the westerly line of said Tract 1, and crossing said Tract 1, the following courses:

North $44^{\circ}53'45''$ East, a distance of 422.67 feet to a point at the beginning of a tangent curve to the right having a central angle of $34^{\circ}43'29''$, a radius of 58.00 feet, a chord bearing and distance of North $62^{\circ}15'30''$ East, 34.62 feet;

In a northeasterly direction, with said curve to the right, an arc distance of 35.15 feet to a point for corner;

North $10^{\circ}22'45''$ West, a distance of 43.85 feet to a point for corner on the northerly line of said Tract 1 and the southerly line of Scyene Road, a variable width right of way;

THENCE North $62^{\circ}46'41''$ East, along the northerly line of said Tract 1 and the southerly right of way line of said Scyene Road, a distance of 160.34 feet to 1/2 inch iron rod with plastic cap stamped "W.A.I" found at the beginning of a non-tangent curve to the right having a central angle of $6^{\circ}29'02''$, a radius of 1591.54 feet, a chord bearing and distance of North $84^{\circ}04'48''$ East, 180.01 feet;

THENCE continuing along the northerly line of said Tract 1 and the southerly right of way line of said Scyene Road, in a northeasterly direction with said curve to the right, an arc distance of 180.11 feet to a 5/8-inch iron rod with plastic cap stamped "KHA" set for corner on the west line of Lot 3A of aforesaid Lots 2A, 2B, 3A, 3B & 3C of the Rodeo Centre Addition;

THENCE departing the southerly right of way line of Scyene Road and along the west line of said Lot 3A, the following courses:

South $00^{\circ}51'41''$ East, a distance of 141.60 feet to a 5/8-inch iron rod with plastic cap stamped "KHA" set for corner;

South $44^{\circ}53'45''$ West, a distance of 43.40 feet to a 5/8-inch iron rod with plastic cap stamped "KHA" set for the southwest corner of Lot 3A of aforesaid Rodeo Centre Addition, common to the southerly northwest corner of aforesaid Lot 4;

THENCE South $87^{\circ}55'35''$ East, along the southerly lines of said Lot 3A, Lot 3B of said Lots 2A, 2B, 3A, 3B & 3C of the Rodeo Centre Addition, and aforesaid Lot 3C, a distance of 334.36

feet to the **POINT OF BEGINNING** and containing 17.826 acres (776,512 square feet) of land, more or less.

TRACT 3:

BEING a tract of land situated in the Daniel Tanner Survey, Abstract No. 1462, City of Mesquite, Dallas County, Texas and being all of a called 8.318 acre tract of land described as Tract 3 in Warranty Deed with Vendor's Lien to MM MESQUITE 50, LLC, recorded in Instrument No. 201800192841, of the Official Public Records, Dallas County, Texas, and being more particularly described as follows:

BEGINNING at an "X" cut in concrete found at the intersection of the southeast right-of-way line of Scyene Road (a variable width right-of-way) with the west right-of-way line of Peachtree Road, (a 50-foot right-of-way) and being the northeast corner of said 8.318 acre tract;

THENCE departing said southeast right-of-way line of Scyene Road and along said west right-of-way line of Peachtree Road and the east line of said 8.318 acre tract, the following courses and distances:

South 20°53'09" East, a distance of 101.78 feet to a point for corner, from which an "X" cut in concrete found for witness bears South 54°09' West, a distance of 0.9' and at the beginning of a non-tangent curve to the right having a central angle of 52°57'11", a radius of 802.28 feet, a chord bearing and distance of South 5°49'42" West, 715.36 feet;

In a southwesterly direction, with said curve to the right, an arc distance of 741.47 feet to a 1/2-inch iron rod with plastic cap stamped "JDM" found for corner;

South 32°21'32" West, a distance of 156.02 feet to a 1/2-inch iron rod with plastic cap stamped "NDM 2609" found for the southeast corner of said 8.318 acre tract, common to the northeast corner of a called 1.9020 acre tract of land described in a deed to City of Mesquite, as recorded in Volume 86214, Page 5994 of the Deed records, Dallas County, Texas;

THENCE departing said west right-of-way line of Peachtree Road and along the southwest line of said 8.318 acre tract, the northeast line of said 1.9020 acre tract and the northeast line of a called 1.506 acre tract of land described in a deed to Mesquite Independent School District, as recorded in Instrument No. 201700091343 of the Official Public Records, Dallas County, Texas, North 57°38'21" West, a distance of 345.91 feet to a 1/2-inch iron rod found for the southwest corner of said 8.318 acre tract, common to the northwest corner of said 1.506 acre tract, being on the east right-of-way line of Stadium Drive (a 60-foot wide right-of-way);

THENCE along said east right-of-way line of Stadium Drive and the west line of said 8.318 acre tract, North 1°21'53" West, a distance of 591.06 feet to a 3/8-inch iron rod found for the intersection of said east right-of-way line of Stadium Drive with said southeast right-of-way line of Scyene Road and being the northwest corner of said 8.318 acre tract, from which a 1/2-inch iron rod found for witness bears North 70°05' East, a distance of 1.0 feet;

THENCE with said southeast right-of-way line of Scyene Road and the northwest line of said 8.318 acre tract, North 69°07'29" East, a distance of 456.07 feet to the **POINT OF BEGINNING** and containing 8.344 acres (363,481 square feet) of land, more or less.

EXHIBIT B

LEGAL DESCRIPTION AND/OR DEPICTION OF THE SHARED COMMON AREA

TRACT 1B-1 (COMMON AREA0):

BEING a tract of land situated in the Daniel Tanner Survey, Abstract No. 1462 and the Job Badgley Survey, Abstract No. 74, City of Mesquite, Dallas County, Texas and being a portion of a called 31.941 acre tract of land described as Tract 1, conveyed to MM MESQUITE, LLC, as evidenced in a Warranty Deed recorded in Instrument No. 201800192841 of the Official Public Records of Dallas County, Texas, and being a portion of a called 5.315 acre tract of land, conveyed to the City of Mesquite, as evidenced in a Special Warranty Deed recorded in Instrument No. 200600163878, of the Official Public Records of Dallas County, Texas, same also being portions of Lots 1 and 4, Block A of Rodeo Center Addition, according to the Final Plat thereof recorded in Volume 85101, Page 2067 of the Deed Records, Dallas County, Texas, and being more particularly described by metes and bounds as follows:

COMMENCING at an "X" cut in concrete found for the southeast corner of Lot 3C of Lots 2A, 2B, 3A, 3B & 3C of the Rodeo Centre Addition, according to the Replat thereof recorded in Volume 85186, Page 2020 of the Deed Records, Dallas County, Texas, common to an ell corner of said Lot 4, from which, an "X" cut in concrete set for the northeast corner of said Lot 3C bears North 02°04'25" East, 230.00 feet;

THENCE crossing said Tract 1 and said Lot 4, the following:

South 02°04'25" West, distance of 59.19 feet to a point at the beginning of a non-tangent curve to the right having a central angle of 33°24'47", a radius of 58.00 feet, a chord bearing and distance of South 17°38'55" East, 33.35 feet;

In a southeasterly direction, with said curve to the right, an arc distance of 33.82 feet to a point for corner;

South 00°56'31" East, a distance of 240.00 feet to the **POINT OF BEGINNING** of the herein described tract;

THENCE continuing across said Tract 1 and said Lot 4, and crossing said Lot 1 and said 5.3315 acre tract, the following:

North 89°03'29" East, a distance of 235.00 feet to a point for corner;

South 00°56'31" East, a distance of 154.54 feet to a point for corner;
South 89°03'29" West, a distance of 157.00 feet to a point for corner;
South 00°56'31" East, a distance of 239.60 feet to a point for corner;
North 89°03'29" East, a distance of 55.00 feet to a point for corner;

South 00°56'31" East, a distance of 401.06 feet to a point for corner;

South 89°03'29" West, a distance of 220.38 feet to a point at the beginning of a non-tangent curve to the left having a central angle of 16°08'26", a radius of 60.50 feet, a chord bearing and distance of North 7°07'42" East, 16.99 feet;

In a northeasterly direction, with said curve to the left, an arc distance of 17.04 feet to a point for corner;

North 00°56'31" West, a distance of 13.18 feet to a point for corner;

North 89°03'29" East, a distance of 78.00 feet to a point for corner;

North 00°56'31" West, a distance of 640.00 feet to a point for corner;

South 89°03'29" West, a distance of 78.00 feet to a point for corner;

North 00°56'31" West, a distance of 123.20 feet to a point for corner;

North 83°20'50" East, a distance of 20.10 feet to a point for corner;

North 89°03'29" East, a distance of 65.00 feet to the **POINT OF BEGINNING** and containing 2.893 acres (126,011 square feet) of land, more or less.

**Filed and Recorded
Official Public Records
John F. Warren, County Clerk
Dallas County, TEXAS
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