

FOURTH DEVELOPMENT AGREEMENT
BETWEEN FHQ DEVELOPER PARTIES AND THE CITY OF FRISCO, TEXAS
(Parks and Trails Dedication and Improvements)

This FOURTH DEVELOPMENT AGREEMENT (“Agreement”) is made and entered into by and among the CITY OF FRISCO, TEXAS, a home-rule municipality (“Frisco”), and the following Delaware limited partnerships: FIELDS PRESERVE INVESTMENT PARTNERS LP, FHQ DEVELOPMENT PARTNERS LP, FIELDS MIDTOWN WEST INVESTMENT PARTNERS LP, FIELDS POINT WEST INVESTMENT PARTNERS LP, FIELDS MIDTOWN EAST INVESTMENT PARTNERS LP, FIELDS EAST VILLAGE INVESTMENT PARTNERS LP, FIELDS POINT EAST INVESTMENT PARTNERS LP, NORTH FIELDS INVESTMENT PARTNERS, LP, and FIELDS UNIVERSITY VILLAGE INVESTMENT PARTNERS LP (collectively, the “Developer Parties”). Frisco and the Developer Parties are each referred to herein as a “party” or collectively as the “parties.”

WHEREAS, the Developer Parties represent and warrant that they are the sole owners of those certain tracts of land located in the City of Frisco, Collin County and Denton County, Texas, which are more particularly described and depicted in Exhibit A, attached hereto and incorporated herein for all purposes save and except only portions thereof that have been conveyed in lieu of condemnation, or to a governmental body for a development purpose as of the Effective Date (hereinafter defined) of this Agreement (“Property”); and

WHEREAS, the Developer Parties seek to develop the Property as a mixed-use planned development in accordance with Frisco’s Planned Development Ordinance No. 2020-04-23, as it exists or may be amended and any successor ordinance thereto (the “PD Ordinance”)¹; and

WHEREAS, the Developer Parties acknowledge and agree that Park Development Fees (as defined in the Parkland Dedication Ordinance (hereinafter defined)) and fees-in-lieu of parkland dedication (“Fees-in-Lieu”) are currently assessed or to be assessed on the Property, and other obligations relating to parkland dedication and improvement are imposed or to be imposed on the Property, in connection with the residential development thereof, as prescribed in Ordinance Nos. 18-06-29 and Ordinance 18-09-47, as they exist or may be amended and any successor ordinance thereto (individually and collectively, the “Parkland Dedication Ordinance”); and

WHEREAS, the Developer Parties desire to satisfy a portion of their obligations to dedicate parkland and/or pay the Park Development Fees and Fees-in-Lieu associated with the residential development of the Property, as prescribed in the Parkland Dedication Ordinance; and

WHEREAS, the Developer Parties have proposed delivering to Frisco and its citizens an interconnected set of public hike-and-bike trails, parks, open spaces and improvements thereto intended to serve both residents of the Fields development and other residents of Frisco, as generally depicted in Exhibit A-1, attached hereto; and

¹ The Developer Parties acknowledge and agree that nothing in this Agreement is intended to or shall be deemed to amend, modify or waive any portion of the PD Ordinance and that neither the Developer Parties nor Frisco has the authority to amend, modify or waive any portion of the PD Ordinance by contract.

WHEREAS, the parties intend that this Agreement set forth a framework for Frisco's consideration of participation in a portion of the costs actually incurred by the Developer Parties in satisfying their obligations with respect to the Park Improvements (hereinafter defined) and Trail Improvements (hereinafter defined) they complete provided that the Developer Parties fully comply with all of the terms and conditions of this Agreement; and

WHEREAS, the Developer Parties represent and warrant to Frisco that they have the capacity, ability, expertise, knowledge and experience necessary to design, construct and complete, or to cause the design, construction and completion of, the Park Improvements and Trail Improvements pursuant to the terms and conditions of this Agreement; and

WHEREAS, Frisco finds that it would be advantageous and beneficial to Frisco and its citizens to enter into this Agreement on the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the covenants and conditions contained in this Agreement, Frisco and the Developer Parties agree as follows:

1. Incorporation of Recitals. The representations, covenants and recitations set forth in the foregoing recitals of this Agreement are true and correct, are incorporated into the body of this Agreement and are adopted as findings of Frisco and the Developer Parties.
2. Land Subject to Agreement. The land that is subject to this Agreement is the Property. The Developer Parties represent and warrant that the Developer Parties are the sole owners of the Property and that no other person or entity must execute this Agreement to make it binding and enforceable on the Developer Parties and the Property.
3. Park Fees.
 - (a) The parties acknowledge and agree that Park Development Fees and Fees-in-Lieu are owed or will be owed to Frisco on the Property pursuant to the Parkland Dedication Ordinance at the time Park Development Fees and Fees-in-Lieu are due to be assessed and collected by Frisco thereunder (the Park Development Fees and Fees-in-Lieu referred to herein collectively as the "Park Fees").
 - (b) Single Family. Notwithstanding any statement to the contrary in this Agreement or in the Parkland Dedication Ordinance, the Park Fees due on the Property shall be calculated and assessed at the rate of \$4,000 per single-family dwelling unit, provided that the Park Fees become due and payable to Frisco in connection with the development of the Property within ten (10) years of the Effective Date (hereinafter defined) of this Agreement. On the third anniversary of the Effective Date of this Agreement and on each anniversary thereafter, the Park Fee rate shall increase by a percentage equal to the percentage change in the Consumer Price Index statistics published by the United States Bureau of Labor Statistics ("CPI"). For example, if the CPI increased by 3% from the Effective Date to the third anniversary of the Effective Date of this Agreement, the adjusted Park Fees would be \$4,120 and so on. If all or a portion of such Park Fees are not due and payable to Frisco in connection with the development of the Property within ten (10) years

of the Effective Date of this Agreement, then that portion of the Park Fees which is not yet due and payable to Frisco on the day after the tenth (10th) anniversary of the Effective Date of this Agreement shall be calculated, assessed and due based on the then-applicable Parkland Dedication Ordinance and the Park Fee rate identified in this subsection shall not apply, notwithstanding any statement to the contrary in this Agreement.

- (c) Multifamily. Notwithstanding any statement to the contrary in this Agreement or in the Parkland Dedication Ordinance, the Park Fees due on the Property shall be calculated and assessed at the rate of \$3,500 per multifamily dwelling unit, provided that the Park Fees become due and payable to Frisco in connection with the development of the Property within ten (10) years of the Effective Date (hereinafter defined) of this Agreement. On the third anniversary of the Effective Date of this Agreement and on each anniversary thereafter, the Park Fee rate shall increase by a percentage equal to the percentage change in the CPI. For example, if the CPI increased by 3% from the Effective Date to the third anniversary of the Effective Date of this Agreement, the adjusted Park Fees would be \$3,713.15 and so on. If all or a portion of such Park Fees are not due and payable to Frisco in connection with the development of the Property within ten (10) years of the Effective Date of this Agreement, then that portion of the Park Fees which is not yet due and payable to Frisco on the day after the tenth (10th) anniversary of the Effective Date of this Agreement shall be calculated, assessed and due based on the then-applicable Parkland Dedication Ordinance and the Park Fee rate identified in this subsection shall not apply, notwithstanding any statement to the contrary in this Agreement.

4. Conveyance of Parkland, Trail Easements and other Property Interests to Frisco.

- (a) The Developer Parties shall convey to Frisco, at no cost to Frisco, parkland (in fee simple), hike-and-bike trail easements and other easements related thereto in accordance with the PD Ordinance,² the Parkland Dedication Ordinance and other ordinances and requirements of Frisco, as they exist or may be amended. As part of such conveyance, the Developer Parties shall execute and convey: (i) title to one or more tracts of real property in fee simple by special warranty deed for future parkland sites (collectively, “Deeds”); (ii) one or more temporary construction easements related to the construction of the Parks Improvements and/or the Trail Improvements (collectively, “Temporary Construction Easements”); (iii) one or more public hike-and-bike trail improvements related to the construction, operation and maintenance of the Park Improvements and/or Trail Improvements (collectively, “Trail Easements”); (iv) one or more public utility easements related to the construction, operation and maintenance of Frisco-owned utility improvements related to the Park Improvements and/or Trail Improvements

² For example, Section 9(e) of Exhibit B to the PD Ordinance (pages 35-36) requires the then-current owner of the Property to convey certain amounts of “minimum parkland area for each Subdistrict and the minimum sizes for parks within each Subdistrict” as more particularly described in Table 9-1. Nothing in this Agreement is intended to amend, modify or alter in any way this requirement as a condition of development of the Property.

(collectively, “Utility Easements” and together with the Deeds, the Temporary Construction Easements and the Trail Easements, the “Conveyance Documents”), the mutually agreed forms of which are attached hereto as Exhibit B.

- (b) The Developer Parties shall perform all acts necessary to convey, execute and deliver to Frisco the Conveyance Documents in the forms attached hereto as Exhibit B on the earlier of: (i) the date that is thirty (30) days after Frisco provides to the Developer Parties written notice demanding the same; or (ii) the date that a Developer Party is required to convey to Frisco pursuant to applicable Frisco ordinance(s) any of the property interests made the subject of the Conveyance Documents as a result of or as a condition to granting any proposed platting or other development approval, or any building permit, sought by a Developer Party in connection with proposed development of the Property or any portion thereof.
- (c) The parties acknowledge and agree that as of the Effective Date (hereinafter defined) of this Agreement, the respective boundaries of the future parkland sites and the final design for the facilities made the subject of the Conveyance Documents have not been finalized or accepted, and therefore, the boundaries of the parcels made the subject of the Conveyance Documents have not been established and are subject to change. The Developer Parties shall submit to Frisco for Frisco’s review and approval proposed legal descriptions and land surveys depicting the proposed boundaries of each of the parcels made the subject of such Conveyance Documents as requested by Frisco, and the conveyance thereof shall not occur until said legal descriptions and land surveys are approved, in writing, by Frisco. If requested by Frisco, the Developer Parties also shall provide Frisco with reasonable access to the applicable portions of the Property for the purposes of preparing legal descriptions and land surveys and tests as necessary to identify and determine the boundaries of the parcels made the subject of the Conveyance Documents.
- (d) The Developer Parties shall: (i) convey the property and interests made the subject of the Conveyance Documents free and clear of any liens, attachments and other encumbrances that do not materially interfere with or jeopardize Frisco’s contemplated uses thereof; and (ii) secure the authorized signatures of any person or entity included as joinders in the Conveyance Documents, as reasonably required by Frisco for the Developer Parties to convey the property rights as required herein. The Developer Parties acknowledge that Frisco prepared the form of the Conveyance Documents and that the Developer Parties approve of the form, but that Frisco is not, under any circumstance, waiving or releasing its right to require a Developer Party to convey the property and interests made the subject of the Conveyance Documents or any other property and interests pursuant to Frisco’s condemnation authority.
- (e) As additional conditions of Frisco’s acceptance of each of the future parkland sites (each a “Parkland Tract”): (i) the Parkland Tracts must be conveyed in accordance with this Agreement and at no cost or expense to Frisco; (ii) the Developer Parties shall, at their sole cost and expense, provide to Frisco an ALTA land title survey,

certified to Frisco and the title company selected by Frisco within twenty (20) days of the date of Frisco's request thereof; (iii) the Developer Parties shall, at their sole cost and expense, provide to Frisco a Phase I Environmental Assessment study that is acceptable to Frisco and indicates no recommendations for cleanup; and (iv) the Developer Parties shall pay all other costs associated with conveying the Parkland Tracts, including the costs of: (A) title commitments from a title company selected by Frisco along with copies of all exception documents; (B) owner's title policies for each of the Parkland Tracts in a form acceptable to Frisco; (C) taxes prorated to date of closing; (D) recording fees; (E) charges or fees collected by the title company; and (F) fees for any other service in connection with the conveyance of the Parkland Tracts to Frisco. The parties agree that the issuance of the owner's title policies for each of the Parkland Tracts shall be condition precedents to Frisco's obligations under this Agreement. For purposes of determining the insured amount of the owner's title policy only, the parties agree that the total value of each Parkland Tract shall be equal to the appraised value identified for each Parkland Tract by the applicable county appraisal district.

5. Park Improvements and Trail Improvements.

- (a) As used in this Agreement, the term "Park Improvements" shall mean and refer to improvements a Developer Party makes to a Parkland Tract conveyed or to be conveyed to Frisco under this Agreement, as approved by Frisco in writing in accordance with this Agreement, which may include but are not limited to, among other items, mass grading, demolition, grading and drainage, cast in place concrete, metals, metal railings, site furnishings, lighting, fine grading, concrete unit pavers, aggregate surfacing, tactile warming surfaces, stone retaining walls, landscape drainage, topsoil, turf and grasses, planting, irrigation, event pavilions, WIFI, signage, maintenance, permitting fees and soft costs.
- (b) As used in this Agreement, the term "Trail Improvements" shall mean and refer to improvements a Developer Party makes to a hike-and-bike trail easement conveyed or to be conveyed to Frisco under this Agreement, as approved by Frisco in writing in accordance with this Agreement, which may include but are not limited to, among other items, mass grading, demolition, grading and drainage, cast in place concrete, metals, metal railings, site furnishings, lighting, fine grading, concrete unit pavers, aggregate surfacing, tactile warming surfaces, stone retaining walls, landscape drainage, topsoil, turf and grasses, planting, irrigation, event pavilions, WIFI, signage, maintenance, permitting fees and soft costs. The Park Improvements and Trail Improvements are collectively referred to as the "Developer Improvements."
- (c) In the event that a Developer Party requests Frisco's financial participation in all or a portion of the Developer Party's costs in designing and constructing any of the Developer Improvements, the following requirements shall apply to each such proposed Developer Improvement:

- (i) For each of the Developer Improvements and on a phase-by-phase basis, the Developer Parties shall submit to Frisco the preliminary and actual design, plans, specifications, estimated cost, requested amount of Frisco's participation and other documentation reasonably requested by Frisco, along with a proposed Frisco Participation Statement (hereinafter defined) in the form set forth in Exhibit C, attached hereto and incorporated herein for all purposes (collectively, "Plans"). The Plans must comply with this Agreement, applicable requirements of the Americans with Disabilities Act of 1990, as amended, and Texas Accessibility Standards, the PD Ordinance and any and all applicable ordinances, rules, requirements and regulations of Frisco, as they exist at the time the Developer Parties submit such Plans. Frisco shall promptly review the Plans, and should the Frisco City Council determine, in its sole discretion, to grant the Developer Parties' request for Frisco's participation in all or a portion of the costs of such Developer Improvement, Frisco shall issue written approval of the Plans and provide a written statement detailing the amount and manner of Frisco's participation in all or a portion of the Developer Parties' costs in providing each such approved Developer Improvement ("Frisco Participation Statement"), in the form set forth in Exhibit C. The Plans must be approved, in writing, by Frisco ("Approved Plans"), as a condition of Frisco participating in all or a portion of the Developer Parties' costs in providing the Developer Improvement, as more particularly described in this Agreement and each Frisco Participation Statement.
- (ii) Without limiting the generality of the foregoing statement, and unless the parties agree in writing otherwise, the Developer Parties shall comply with all procurement, bidding and purchasing laws and requirements applicable to and approved by Frisco in all aspects of the design, construction and completion of the Developer Improvements constructed or to be constructed by a Developer Party in the same manner as if Frisco, and not a Developer Party, was the party designing, constructing and completing the Developer Improvements. The Developer Parties must proceed diligently with construction of each of the Developer Improvements to be constructed by a Developer Party after obtaining Frisco's written approval of the Approved Plans and Frisco's written notice to proceed as to each such improvement, notwithstanding any statement herein to the contrary and regardless of the status of the development of the Property. The parties agree that time is of the essence of this Agreement.
- (iii) Each approved Frisco Participation Statement shall expire on the second anniversary of the date of issuance of such Frisco Participation Statement if no progress has been made toward completion of the Developer Improvement(s) that are subject to such Frisco Participation Statement, as reasonably determined by Frisco. Frisco shall have no obligation to comply with an approved Frisco Participation Statement that has expired.

- (iv) For any portion of the Property on which the parties do not reach agreement on a Participation Statement for the applicable portion of the Parkland Tracts or if Developer has failed to complete the installation, construction and completion of any Developer Improvements that are set forth in a Frisco Participation Statement approved by Frisco in accordance with the terms of this Agreement, in addition to such other remedies available to Frisco under this Agreement, Frisco is entitled to assess and collect the then-current Park Fees under the then-current Parkland Dedication Ordinance, rather than the Park Fee rates as agreed to herein, on the portion of the Property the applicable Developer Improvements are intended to serve without any obligation on Frisco's part to reserve, use or spend any or all such Park Fees collected on any portion of the Property. If the applicable Park Fees have already been paid to Frisco in such an event, then the applicable Developer Party, not its subsequent assignee or successor in ownership to the applicable portion of the Property, shall be responsible for paying to Frisco the difference between the applicable Park Fees at the agreed rates set forth in Section 3 of this Agreement and the then-current Park Fees under the then-current Parkland Dedication Ordinance within thirty (30) days of the date Frisco sends the Developer a written demand for the same.
- (d) Conditions to Frisco's Financial Participation in Developer Improvements. For each Developer Improvement to which Frisco has issued a Frisco Participation Statement (thereby agreeing to participate in all or a portion of the Developer Parties' costs associated with each such Developer Improvement upon Frisco's Final Acceptance of the same), the following requirements and conditions shall apply:
 - (i) Each Developer Improvement must be completed by the Developer Parties and finally accepted by Frisco in accordance with this Agreement, the applicable Frisco Participation Statement and any and all applicable ordinances, rules, regulations and requirements, as they exist, may be amended or in the future arising, no later than the date established in each Frisco Participation Statement, and as a condition of receiving the Park Fee Reimbursement (as defined below) for such Developer Improvement. The parties agree that all Developer Improvements for the applicable Parkland Tract shall be constructed and completed in one phase, unless otherwise described in a Frisco Participation Statement.
 - (ii) As a condition to the Developer Parties receiving any credits or payments as described in Section 6 below and in the applicable Frisco Participation Statement, the Developer Parties shall tender to Frisco evidence, in a form acceptable to Frisco, that all of the costs for each Developer Improvement have been incurred and paid by or on behalf of the Developer Parties, including but not limited to, affidavits of payment/affidavits as to debts and liens and any other evidence reasonably required by Frisco ("Evidence of Payments"). Upon Frisco's Final Acceptance of a Developer Improvement, it shall become the sole property of Frisco. All construction or work in

connection with the Developer Improvements shall be performed in a good and workmanlike manner in accordance with good industry practice for the type of work in question.

(iii) Bonds.

(1) Prior to the Developer Parties commencing construction of the Developer Improvements on each of the Parkland Tracts, the Developer Parties shall cause to be delivered a payment bond and a performance bond, each of which shall be in an amount equal to one hundred ten percent (110%) of the amount of the actual cost of the Developer Improvements to ensure Frisco is indemnified: (A) against any claims for nonpayment of any part of the construction or work performed in connection with the Developer Improvements; and (B) for the completion of the Developer Improvements in accordance with this Agreement. Prior to Frisco's Final Acceptance of the Developer Improvements on each of the Parkland Tracts, the Developer Parties shall cause to be delivered to Frisco a two (2) year maintenance bond in an amount equal to one hundred ten percent (110%) of the amount of the actual cost of the Developer Improvements on each of the Parkland Tracts to ensure the repair or remedy of any maintenance issues Frisco may have regarding the Developer Improvements after Frisco's issuance of Frisco's Final Acceptance of the same.

(2) The bonds required by this subsection, must be: (A) good and sufficient bonds; (B) in the amounts prescribed herein; (C) with a reputable and solvent corporate surety and in favor of Frisco; and (D) in compliance with any other Frisco requirements relating to such bonds.

(iv) Prior to commencing any construction of the Developer Improvements on each of the Parkland Tracts, the Developer Parties shall include the following provisions in any contract with any person or entity hired by the Developer Parties to construct all or any portion of the Developer Improvements (collectively, "Developer Contractor"):

(1) "All warranties provided to Developer shall also inure to the benefit of the City of Frisco, Texas for all purposes."

(2) "[DEVELOPER CONTRACTOR] SHALL, FOR A PERIOD OF TWO (2) YEARS FOLLOWING THE CITY OF FRISCO'S FINAL ACCEPTANCE OF THE [DEVELOPER IMPROVEMENTS], RELEASE, DEFEND, INDEMNIFY AND HOLD HARMLESS CITY OF FRISCO FROM AND AGAINST ALL CLAIMS OR CAUSES OF ACTION FOR INJURIES (INCLUDING DEATH), PROPERTY DAMAGES (INCLUDING LOSS OF USE) AND OTHER LOSSES,

DEMANDS, SUITS, JUDGMENTS, EXPENSES AND COSTS, INCLUDING BUT NOT LIMITED TO, REASONABLE ATTORNEYS' FEES AND EXPENSES (INCLUDING ATTORNEYS' FEES AND EXPENSES INCURRED IN ENFORCING THE INDEMNITY), ARISING OUT OF, RELATED TO OR RESULTING FROM, IN WHOLE OR IN PART, DIRECTLY OR INDIRECTLY, FROM ANY WORK PERFORMED BY [DEVELOPER CONTRACTOR] ON THE [DEVELOPER IMPROVEMENTS], WHETHER SUCH ACTIONS OR OMISSIONS WERE INTENTIONAL OR UNINTENTIONAL, AND THAT THE INDEMNITY PROVIDED HEREIN IS NOT INTENDED TO AND SHALL NOT, IN ANY WAY, CREATE ANY CAUSE OF ACTION FOR THE BENEFIT OF THIRD PARTIES. THIS SECTION SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT."

- (v) As an additional condition of Frisco issuing Frisco's Final Acceptance of the Developer Improvements, the Developer Parties shall transfer and deliver to Frisco all manufacturers' warranties, with Frisco being the beneficiary thereof, for all products, materials and elements of each of the Developer Improvements constructed by a Developer Party. This Section shall survive the termination of this Agreement.
- (vi) The Developer Parties may be responsible for maintaining, promptly repairing all damage to, renovating, replacing, reconstructing, improving and keeping secure the Developer Improvements, including without limitation, ensuring that the Developer Improvements are maintained in a neat, clean and nuisance-free manner, to a level and quality that is commensurate with or exceeds Frisco-owned, "Class A" public parks and public park amenities, as set forth in Exhibit D attached hereto, and in accordance with all applicable ordinances, laws, rules and regulations, as they exist or may be amended (collectively "Maintenance Requirements"). Developer Parties will establish a nonprofit corporation or series of nonprofit corporations that will oversee applicable maintenance of Developer Improvements (the "Nonprofit Corporation(s)") in accordance with a recorded set of Covenants, Conditions and Restrictions recorded in the Real Property Records of Collin County and Denton County, Texas. The affairs, policies and practices of the Nonprofit Corporation(s) shall be governed by a board of directors, and Frisco shall be entitled to appoint, in its sole discretion, one (1) board member. The board member appointed by Frisco shall have full voting rights on matters related to the Maintenance Requirements. Frisco shall have no obligation to fund, reimburse, pay monies to or otherwise make any financial contribution to the Nonprofit Corporation(s) for any purpose.
- (vii) Eligible costs incurred by the Developer Parties associated with the Maintenance Requirements may be reimbursed in accordance with the applicable Frisco Participation Statement approved by Frisco. The level or

reimbursement shall be commensurate with the then-prevailing rate of similar maintenance obligations undertaken by Frisco in other parks, and the source of reimbursement payments may be any lawful source and not solely from nor limited by the available money in the Park Fees Account (hereinafter defined).

- (viii) If Frisco determines that the Developer Parties are not properly maintaining the Developer Improvements in accordance with the Maintenance Requirements or this Agreement, Frisco is entitled to notify the Developer Parties in writing, specifying the deficiencies. If the Developer Parties do not remedy such deficiencies within ten (10) days of the date of such notice, Frisco is entitled to perform the necessary Maintenance Requirements (in addition to any other remedies available to Frisco under this Agreement or at law or in equity), and the Developer Parties shall be liable to Frisco for all reasonable and necessary costs incurred therewith. Frisco shall have the right from time to time to review the records of the Developer Parties and/or the Association pertaining to maintenance and operation of the Developer Improvements in order to ensure that the same are in compliance with this Agreement.
- (ix) The Developer Parties may, if requested by Frisco in the applicable Frisco Participation Statement, at no cost to Frisco, dedicate and convey by separate instrument to Frisco a public parking easement, the agreed form of which is attached hereto as Exhibit E, to permit the public to park between the hours of 6:00 pm and 6:00 am local time Monday through Friday and all day Saturday and Sunday at no cost to the public or Frisco. The Developer Parties shall convey the easement rights and interests made the subject of this Section free and clear of any liens, attachments and other encumbrances and as a condition of receiving Frisco's Final Acceptance of the Developer Improvements for each of the Parkland Tracts. In addition, the Developer Parties shall install and permanently maintain wayfinding signage directing the public to each such Parkland Tract and each public parking easement area in high-traffic areas throughout the Property at locations approved by Frisco.
- (x) The Developer Parties shall not use or permit the use of the Parkland Tracts on which Developer Improvements are located for any use or purpose in violation of any valid and applicable law, regulation or ordinance of the United States, the State of Texas, the City of Frisco or other lawful governmental authority having jurisdiction over the Open Space Tracts, including, without limitation, the Americans with Disabilities Act of 1990, as amended.
- (xi) Notwithstanding any statement to the contrary in this Agreement, the Developer Parties acknowledge and agree that Frisco shall not be liable or responsible for any damage or injury to persons or property arising out of or relating to the Parkland Tracts and/or the Developer Improvements.

(xii) Insurance Requirements.

- (1) The Developer Parties or Nonprofit Corporation(s) shall procure and maintain, at their sole cost and expense, insurance against claims for injuries to persons (including death) and/or damage to property which may arise out of or result from Maintenance Requirements under this Agreement, including without any limitation, coverage for any work subcontracted with any other person or entity, insurance against claims for injuries to persons (including death) and/or damages to property which may arise from or in connection with its performance thereunder, in the following amounts: (a) general liability insurance (at least \$2 Million Dollars per occurrence); (b) personal injury (including death) insurance (at least \$4 Million Dollars aggregate); and (c) worker's compensation insurance as required by state law.
- (2) All insurance and certificate(s) of insurance shall:
 - (a) Name Frisco, its City Council Members, officers, agents, representatives and employees as additional insureds as to all applicable coverage with the exception of worker's compensation insurance. This coverage is primary to all other coverage Frisco may possess. A contractor's insurance shall also name Developer and Frisco as additional insureds;
 - (b) Provide for at least thirty (30) days prior written notice to Frisco for cancellation, non-renewal, or material change of the insurance, or in lieu thereof, Developer shall provide such thirty (30) day prior written notice to Frisco for cancellation, non-renewal, or material change of the insurance; and
 - (c) Provide for a waiver of subrogation against Frisco for injuries, including death, property damage or any other loss to the extent the same is covered by the proceeds of insurance.
- (3) All insurance companies providing the insurance required hereunder shall be authorized to transact business in Texas and rated at least "A" by AM Best or other equivalent rating service.
- (4) A certificate of insurance and all endorsements evidencing the Developer Parties' insurance required hereunder shall be submitted and approved as a condition of Frisco's Final Acceptance of the Developer Improvements for each Parkland Tract.

- (e) Permit and Inspection Fees. The Developer Parties shall pay all applicable permit and inspection fees related to the Developer Improvements constructed or to be constructed by a Developer Party.

6. Park Fee Reimbursement.

- (a) Frisco agrees that the Park Fees collected by Frisco on any portion of the Property shall be deposited and maintained in a segregated account held by Frisco (the “Park Fees Account”). Provided that the Developer Parties fulfill all of their respective obligations under this Agreement with respect to each Developer Improvement to which Frisco has issued an approved Frisco Participation Statement, including but not limited to, (i) Developer obtaining Frisco’s Final Acceptance of each such Developer Improvement; and (ii) Developer tendering to Frisco the Evidence of Payments for each such Developer Improvement, Frisco agrees to pay to the Parties the amount of the Park Fees collected by Frisco on the Property that are equal to the Frisco participation amount set forth in the Frisco-approved Participation Statement applicable to the affected portion of the Property (the “Park Fee Reimbursement”); provided, however, that in no event shall the amount of the Park Fee Reimbursement due from Frisco, if at all, exceed the amount held by Frisco in the Park Fees Account at any given time. Frisco agrees to apply, and the Developer Parties agree to accept, the Park Fee Reimbursements as Frisco’s sole financial participation in the costs incurred by the Developer Parties in connection with the Developer Improvements and the conveyance of the property interests as described in this Agreement.
- (b) Each Park Fee Reimbursement shall not be due to Developer until the conditions set forth herein are satisfied and the Park Fees for the applicable portion of the Property are collected by Frisco on that portion of the Property. If there is a cash balance in the Park Fees Account, Frisco shall have the option to either pay Developer in cash an amount equal to the Park Fee Reimbursement due at the time such sums are earned by the Developer Parties under this Agreement, or credit the Developer Parties with the right to receive such amount from Park Fees received by Frisco on the Property in the future, to the extent the balance of the Park Fees Account is insufficient to retire the Park Fee Reimbursement then due. If there are insufficient cash funds in the Park Fees Account to pay a Park Fee Reimbursement when due under this Agreement, Frisco shall credit the Developer Parties with the right to receive the amount of such Park Fee Reimbursement from Park Fees received by Frisco on the Property in the future.
- (c) Notwithstanding any statement to the contrary herein, the Developer Parties acknowledge and agree that the Park Fee Reimbursements (or credits related thereto): (i) shall be determined as described above; and (ii) are not transferrable to any other property outside of the Property, regardless of ownership of same.
- (d) From time to time, as development of the Property occurs, the Developer Parties shall promptly submit a tracking log in the form attached as Exhibit F attached hereto, to track the Park Fee Reimbursements costs and the related Park Fee

Reimbursements amounts (or related credits). Upon receipt of the Developer Parties' written request, Frisco shall provide written notice to the Developer Parties of the balance of the Park Fees Account.

- (e) In the event that Developer abandons or fails to make progress toward completion of development of the Property or of construction of any Developer Improvement, for more than five (5) consecutive calendar years, (i) Frisco shall be entitled to use the Park Fees and the cash balance of the Park Fees Account for any lawful purpose as determined by Frisco in its sole discretion, and (ii) this Agreement shall automatically terminate. The rights and obligations created by this Section shall survive the termination of this Agreement.

7. Default.

- (a) If a Developer Party fails to comply with any provision of this Agreement, and such failure is not cured within thirty (30) days after Frisco sends written notice of such failure to the Developer Party, then such failure shall constitute a default and Frisco shall have the following remedies, in addition to Frisco's other rights and remedies as described herein and as available at law or in equity:
 - (i) to refuse to issue or withhold a building permit or certificate of occupancy for any building on any portion of the Property on which the default or failure to comply exists until such portion of the Property is brought into compliance with the terms of this Agreement;
 - (ii) to refuse to accept any portion of any public improvements directly related to the portion of the Property on which the default or failure to comply exists until such portion of the Property is brought into compliance with the terms of this Agreement, including but not limited to, any of the Park Improvements or Trail Improvements, as applicable;
 - (iii) to suspend or revoke the building permit or the certificate of occupancy for any building on any portion of the Property on which the default or failure to comply exists until such portion of the Property is brought into compliance with the terms of this Agreement;
 - (iv) to withhold all or any portion of the Park Fee Reimbursement from the defaulting party; and/or
 - (v) to seek specific performance of this Agreement from the defaulting party.
- (b) If Frisco fails to comply with the terms and conditions of this Agreement and such failure is not cured within thirty (30) days after Frisco receives written notice of such failure from the affected Developer Party, then such Developer Party may seek specific performance of this Agreement as the Developer Parties' sole and exclusive remedy.

8. Termination for Convenience. Notwithstanding any statement to the contrary in this Agreement, Frisco is entitled to terminate this Agreement, in whole or in part, for any reason or for no reason without any liability to a Developer Party or Frisco by providing the Developer Parties written notice of termination; provided, however, that Frisco's right to terminate under this Section shall be limited to those Developer Improvements for which a Developer Party has not submitted proposed Plans to Frisco and those Developer Improvements for which Approved Plans are in effect and have not expired.
9. Limitation of Liability. Notwithstanding anything to the contrary herein, the parties agree and acknowledge that Frisco shall not, under any circumstance, be required to tender, or be liable to any Developer Party for, any credit or reimbursement of, or payment of any monies, with regard to the matters set forth herein, except as expressly provided in Section 6 of this Agreement. Neither Frisco nor its Council Members, officers, agents, representatives or employees shall be liable or responsible for any loss or damage to persons or property resulting from any act, omission or neglect of any Developer Party or its agents, servants, employees, contractors, customers or invitees or from any defect or failure of any condition or element of the Property or the Park Improvements or Trail Improvements, including the design or construction thereof. Frisco and its Council Members, officers, agents, representatives and employees shall not be liable or responsible to any Developer Party or its agents, servants, employees, contractors, customers or invitees for any damage to person or property caused by any act, omission or neglect of the Developer Parties or their respective agents, servants, employees, contractors, customers or invitees.
10. Covenant Running with the Land. Except with respect to the Developer Parties' ability to receive the Park Fee Reimbursement, this Agreement shall be a covenant running with the land and Property, and the duties and obligations held by the Developer Parties under this Agreement shall be binding on the Developer Parties and their respective successors and assigns, including but not limited to each subsequent owner of any portion of the Property. Frisco shall cause a memorandum of this Agreement to be filed in the Real Property Records of Collin County, Texas, and Denton County, Texas. The Developer Parties represent and warrant that there are no liens, attachments or other encumbrances that prohibit or affect the right of the Developer Parties to enter into this Agreement or to comply with its obligations under this Agreement. If such a condition does exist, however, the Developer Parties shall obtain a signature with acknowledgment from the holder of such lien, attachment or encumbrance, subordinating any such lien, attachment or encumbrance to the rights and obligations under this Agreement.
11. Limitations of Agreement. Frisco ordinances covering property taxes, land use, zoning, utility rates, permit fees, inspection fees, tree mitigation fees, impact fees, development fees, tap fees, pro-rata fees and the like are not affected by this Agreement. Further, this Agreement does not waive or limit any of the obligations of a Developer Party to Frisco under any ordinance, whether now existing or in the future arising.
12. Notices. Any notice provided or permitted to be given under this Agreement must be in writing and may be served by depositing same in the United States Mail, addressed to the Party to be notified, postage pre-paid and registered or certified with return receipt

requested; by electronic mail, with documentation evidencing the addressee's receipt thereof; or by delivering the same in person to such Party a via hand-delivery service, or any courier service that provides a return receipt showing the date of actual delivery of same to the addressee thereof. Notice given in accordance herewith shall be effective upon receipt at the address of the addressee. For purposes of notification, the addresses of the parties shall be as follows:

If to Frisco, addressed to it at:

City of Frisco
Attention: Wesley S. Pierson, City Manager
6101 Frisco Square Boulevard, 5th Floor
Frisco, Texas 75034
Telephone: (972) 292-5105
Email: wperson@friscotexas.gov

with a copy to:

Abernathy, Roeder, Boyd & Hullett, P.C.
Attention: Ryan D. Pittman
1700 Redbud Blvd., Suite 300
McKinney, Texas 75069
Telephone: (214) 544-4000
Email: rpittman@abernathy-law.com

If to any of the Developer Parties, addressed to it/them at:

Todd Watson
FHQ Holdings LP
1900 N. Akard Street
Dallas, Texas 75201
Telephone: (214) 978-8761
Facsimile: (214)953-6333
E-mail: twatson@huntconsolidated.com

with a copy to:

Diane Hornquist
FHQ Holdings LP
1900 N. Akard Street
Dallas, Texas 75201
Telephone: (214)978-8908
Facsimile: (214)953-6333
E-mail: dhornquist@huntrealty.com

Tommy Mann
Winstead PC
500 Winstead Bldg.
2728 N. Harwood St.
Dallas, Texas 75201
Telephone: (214) 745-5724

13. Indemnity.

- (a) EACH OF THE DEVELOPER PARTIES SHALL RELEASE, DEFEND, INDEMNIFY AND HOLD HARMLESS FRISCO AND ITS CITY COUNCIL MEMBERS, OFFICIALS, OFFICERS, AGENTS, EMPLOYEES, ATTORNEYS AND CONTRACTORS, IN EACH OF THEIR INDIVIDUAL, CORPORATE AND GOVERNMENTAL CAPACITIES, FROM AND AGAINST ALL DAMAGES, INJURIES (INCLUDING DEATH), CLAIMS, PROPERTY DAMAGES (INCLUDING LOSS OF USE), LOSSES, DEMANDS, SUITS, JUDGMENTS AND COSTS, INCLUDING REASONABLE ATTORNEY'S FEES AND EXPENSES (INCLUDING ATTORNEY'S FEES AND EXPENSES INCURRED IN ENFORCING THIS INDEMNITY) CAUSED, IN WHOLE OR IN PART, BY THE NEGLIGENT, GROSSLY NEGLIGENT OR INTENTIONALLY WRONGFUL ACT OR OMISSION OF A DEVELOPER PARTY OR ITS OFFICERS, DIRECTORS, PARTNERS CONTRACTORS, SUBCONTRACTORS, EMPLOYEES, REPRESENTATIVES, AGENTS, SUCCESSORS, ASSIGNEES, VENDORS, GRANTEES, TRUSTEES, LICENSEES, INVITEES OR ANY OTHER THIRD PARTY FOR WHOM A DEVELOPER PARTY IS LEGALLY RESPONSIBLE, IN ITS/THEIR PERFORMANCE OF AND/OR COMPLIANCE WITH THIS AGREEMENT AND/OR ARISING OUT OF GOODS OR SERVICES PROVIDED PURSUANT TO THIS AGREEMENT, REGARDLESS OF THE JOINT OR CONCURRENT NEGLIGENCE OF FRISCO (HEREINAFTER "CLAIMS"). THIS INDEMNIFICATION PROVISION AND THE USE OF THE TERM "CLAIMS" IS ALSO SPECIFICALLY INTENDED TO APPLY TO, BUT NOT LIMITED TO, ANY AND ALL CLAIMS, WHETHER CIVIL OR CRIMINAL, BROUGHT AGAINST FRISCO BY ANY GOVERNMENT AUTHORITY OR AGENCY RELATED TO ANY PERSON PROVIDING SERVICES UNDER THIS AGREEMENT THAT ARE BASED ON ANY FEDERAL IMMIGRATION LAW AND ANY AND ALL CLAIMS, DEMANDS, DAMAGES, ACTIONS AND CAUSES OF ACTION OF EVERY KIND AND NATURE, KNOWN AND UNKNOWN, EXISTING OR CLAIMED TO EXIST, RELATING TO OR ARISING OUT OF ANY EMPLOYMENT RELATIONSHIP BETWEEN A DEVELOPER PARTY AND ITS EMPLOYEES OR SUBCONTRACTORS AS A RESULT OF THAT SUBCONTRACTOR'S OR EMPLOYEE'S EMPLOYMENT OR SEPARATION FROM EMPLOYMENT WITH THE DEVELOPER PARTY, INCLUDING BUT NOT LIMITED TO ANY DISCRIMINATION CLAIM BASED ON SEX, SEXUAL ORIENTATION OR PREFERENCE, RACE, RELIGION, COLOR, NATIONAL ORIGIN, AGE OR DISABILITY UNDER FEDERAL, STATE OR LOCAL LAW, RULE OR REGULATION, OR ANY CLAIM FOR WRONGFUL TERMINATION, BACK PAY, FUTURE WAGE LOSS, OVERTIME PAY, EMPLOYEE BENEFITS, INJURY SUBJECT TO RELIEF UNDER THE WORKERS' COMPENSATION ACT OR WOULD BE SUBJECT TO RELIEF UNDER ANY POLICY FOR WORKERS' COMPENSATION INSURANCE AND ANY OTHER CLAIM, WHETHER IN TORT, CONTRACT OR OTHERWISE. EACH OF THE DEVELOPER PARTIES IS EXPRESSLY REQUIRED TO DEFEND FRISCO AGAINST ALL SUCH CLAIMS.
- (b) IN ITS SOLE DISCRETION, FRISCO SHALL HAVE THE RIGHT TO APPROVE OR SELECT DEFENSE COUNSEL TO BE RETAINED BY THE DEVELOPER PARTIES IN FULFILLING THEIR OBLIGATION HEREUNDER TO DEFEND AND INDEMNIFY FRISCO, UNLESS SUCH RIGHT IS EXPRESSLY WAIVED BY FRISCO IN WRITING.

FRISCO RESERVES THE RIGHT TO PROVIDE A PORTION OR ALL OF ITS OWN DEFENSE; HOWEVER, FRISCO IS UNDER NO OBLIGATION TO DO SO. ANY SUCH ACTION BY FRISCO IS NOT TO BE CONSTRUED AS A WAIVER OF THE DEVELOPER PARTIES' OBLIGATION TO DEFEND FRISCO OR AS A WAIVER OF THE DEVELOPER PARTIES' OBLIGATION TO INDEMNIFY FRISCO PURSUANT TO THIS AGREEMENT. THE DEVELOPER PARTIES SHALL RETAIN FRISCO-APPROVED DEFENSE COUNSEL WITHIN SEVEN (7) BUSINESS DAYS OF FRISCO'S WRITTEN NOTICE THAT FRISCO IS INVOKING ITS RIGHT TO INDEMNIFICATION UNDER THIS AGREEMENT. IF THE DEVELOPER PARTIES FAIL TO RETAIN COUNSEL WITHIN SUCH TIME PERIOD, FRISCO SHALL HAVE THE RIGHT TO RETAIN DEFENSE COUNSEL ON ITS OWN BEHALF, AND EACH OF THE DEVELOPER PARTIES SHALL BE LIABLE FOR ALL COSTS INCURRED BY FRISCO.

- (c) THE RIGHTS AND OBLIGATIONS CREATED BY THIS SECTION SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.

14. Waiver and Release of Claims for Obligations Imposed by this Agreement and Covenant Not to Sue.

- (a) EACH OF THE DEVELOPER PARTIES ACKNOWLEDGES AND AGREES THAT:
 - (i) EACH OF THE DEVELOPER PARTIES WILL NOT MAKE A LEGAL CHALLENGE OR CLAIM THAT THE OBLIGATIONS REQUIRED BY THIS AGREEMENT TO BE PERFORMED BY A DEVELOPER PARTY, IN WHOLE OR IN PART, CONSTITUTE A:
 - (A) TAKING UNDER THE TEXAS OR UNITED STATES CONSTITUTION;
 - (B) CLAIM FOR DAMAGES OR REIMBURSEMENT AGAINST FRISCO FOR A VIOLATION OF ANY FEDERAL OR STATE CONSTITUTION, STATUTE OR CASE LAW OR ANY FEDERAL, STATE OR LOCAL ORDINANCE, RULE OR REGULATION.
 - (ii) THE AMOUNT OF EACH OF THE DEVELOPER PARTIES' FINANCIAL OR INFRASTRUCTURE CONTRIBUTION OR CONVEYANCE OF REAL PROPERTY OR INTERESTS THEREIN (AFTER RECEIVING ALL CONTRACTUAL OFFSETS, CREDITS AND REIMBURSEMENTS, IF ANY) AGREED TO IN THIS AGREEMENT IS ROUGHLY PROPORTIONAL TO THE DEMAND THAT THE DEVELOPER PARTIES' DEVELOPMENT PLACES ON FRISCO'S INFRASTRUCTURE.
 - (iii) EACH OF THE DEVELOPER PARTIES HEREBY RELEASES FRISCO FROM ANY OBLIGATION TO PERFORM OR COMMISSION A TAKINGS IMPACT ASSESSMENT UNDER CHAPTER 2007 OF THE TEXAS GOVERNMENT CODE, AS IT EXISTS OR MAY BE AMENDED.
 - (iv) EACH OF THE DEVELOPER PARTIES HEREBY AGREES THAT ANY PROPERTY WHICH THE DEVELOPER PARTY CONVEYS TO FRISCO PURSUANT TO THIS AGREEMENT IS ROUGHLY PROPORTIONAL TO THE

BENEFIT RECEIVED BY THE DEVELOPER PARTY FOR SUCH LAND, AND EACH OF THE DEVELOPER PARTIES HEREBY WAIVES ANY CLAIM THEREFORE THAT THE DEVELOPER PARTY MAY HAVE. EACH OF THE DEVELOPER PARTIES FURTHER ACKNOWLEDGES AND AGREES THAT ALL PREREQUISITES TO SUCH A DETERMINATION OF ROUGH PROPORTIONALITY HAVE BEEN MET, AND THAT ANY VALUE RECEIVED BY FRISCO RELATIVE TO SAID CONVEYANCE ARE RELATED BOTH IN NATURE AND EXTEND TO THE IMPACT OF THE DEVELOPMENT OF DEVELOPER PARTIES' ADJACENT PROPERTY ON FRISCO'S INFRASTRUCTURE. EACH OF THE DEVELOPER PARTIES AND FRISCO FURTHER AGREE TO WAIVE AND RELEASE ALL CLAIMS ONE MAY HAVE AGAINST THE OTHER RELATED TO ANY AND ALL ROUGH PROPORTIONALITY AND INDIVIDUAL DETERMINATION REQUIREMENTS MANDATED BY THE UNITED STATES SUPREME COURT IN *DOLAN V. CITY OF TIGARD*, 512 U.S. 374 (1994), AND ITS PROGENY, AS WELL AS ANY OTHER REQUIREMENTS OF A NEXUS BETWEEN DEVELOPMENT CONDITIONS AND THE PROJECTED IMPACT OF THE PUBLIC INFRASTRUCTURE.

- (b) EACH OF THE DEVELOPER PARTIES RELEASES FRISCO FROM ANY AND ALL CLAIMS OR CAUSES OF ACTION BASED ON EXCESSIVE OR ILLEGAL EXACTIONS ARISING OUT OF THE OBLIGATIONS SET FORTH IN THIS AGREEMENT.
 - (c) EACH OF THE DEVELOPER PARTIES WAIVES ANY CLAIM FOR DAMAGES OR REIMBURSEMENT AGAINST FRISCO FOR A VIOLATION OF ANY FEDERAL OR STATE CONSTITUTION, STATUTE OR CASE LAW OR ANY FEDERAL, STATE OR LOCAL ORDINANCE, RULE OR REGULATION ARISING OUT OF THE OBLIGATIONS SET FORTH IN THIS AGREEMENT.
 - (d) THIS SECTION SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT; PROVIDED, HOWEVER, THAT EACH OF THE DEVELOPER PARTIES' OBLIGATIONS UNDER SUBSECTION (A)(II) SHALL CONTINUE WITH RESPECT TO ANY PARCEL OF THE PROPERTY OWNED BY A DEVELOPER PARTY BUT, WITH RESPECT TO ANY PARTICULAR PARCEL OF THE PROPERTY THAT IS CONVEYED BY A DEVELOPER PARTY TO A THIRD PARTY WHICH IS NOT ALSO A DEVELOPER PARTY, THE DEVELOPER PARTY'S OBLIGATIONS UNDER SUBSECTION (A)(II) SHALL CEASE ON THE SEVENTH (7TH) ANNIVERSARY OF THE EFFECTIVE DATE OF THIS AGREEMENT OR ON THE DATE THAT PARCEL RECEIVES A CERTIFICATE OF OCCUPANCY FROM FRISCO WITH RESPECT TO THE COMPLETED IMPROVEMENTS ON SUCH PARCEL, WHICHEVER OCCURS FIRST.
15. Vested Rights/Chapter 245 Waiver. The parties shall be subject to all applicable ordinances of Frisco, whether now existing or in the future arising. Each of the Developer Parties acknowledges and agrees that this Agreement does not confer vested rights on the Property and does not provide to Frisco "fair notice" of any "project" as defined in Chapter 245 of the Texas Local Government Code. In addition, nothing contained in this Agreement shall constitute a "permit" or an application for a "permit" as defined in Chapter 245 of the Texas Local Government Code. **EACH OF THE DEVELOPER PARTIES, ON**

BEHALF OF ITSELF AND ITS PARTNERS, OFFICERS, DIRECTORS, EMPLOYEES, REPRESENTATIVES, AGENTS, SUCCESSORS, ASSIGNEES, VENDORS, GRANTEEES OR TRUSTEES, HEREBY RELEASES, REMISES, ACQUITS, AND FOREVER DISCHARGES FRISCO AND ITS CITY COUNCIL MEMBERS, OFFICIALS, OFFICERS, AGENTS, EMPLOYEES, ATTORNEYS AND CONTRACTORS, IN EACH OF THEIR INDIVIDUAL, CORPORATE AND GOVERNMENTAL CAPACITIES, FROM ALL CLAIMS, DEMANDS AND CAUSES OF ACTION AND/OR PROPOSED CLAIMS, DEMANDS AND CAUSES OF ACTION WHICH COULD HAVE BEEN ALLEGED RELATING TO OR ARISING OUT OF VESTED RIGHTS UNDER CHAPTER 245 OF THE TEXAS LOCAL GOVERNMENT CODE OR OTHER LAW IN CONNECTION WITH THIS AGREEMENT. THIS SECTION SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.

16. Condemnation Procedures/Rights Waiver. AS ADDITIONAL CONSIDERATION FOR THE BENEFITS EACH OF THE DEVELOPER PARTIES IS RECEIVING UNDER THIS AGREEMENT, EACH OF THE DEVELOPER PARTIES, ON BEHALF OF ITSELF AND ITS PARTNERS, OFFICERS, DIRECTORS, EMPLOYEES, REPRESENTATIVES, AGENTS, SUCCESSORS, ASSIGNEES, VENDORS, GRANTEEES OR TRUSTEES, HEREBY RELEASES, REMISES, ACQUITS, AND FOREVER DISCHARGES FRISCO AND ITS CITY COUNCIL MEMBERS, OFFICIALS, OFFICERS, AGENTS, EMPLOYEES, ATTORNEYS AND CONTRACTORS, IN EACH OF THEIR INDIVIDUAL, CORPORATE AND GOVERNMENTAL CAPACITIES, FROM AND AGAINST, AND WAIVES, ANY ALL RIGHTS TO OR CLAIM FOR ANY RELIEF UNDER CHAPTER 2206 OF THE TEXAS GOVERNMENT CODE, AS AMENDED, AND/OR CHAPTER 21 OF THE TEXAS PROPERTY CODE, AS AMENDED, ARISING OUT OF THIS AGREEMENT OR ANY ACTS OR OMISSIONS OF FRISCO IN CONNECTION WITH THIS AGREEMENT.
17. Attorney's Fees. If either party files any action or brings any proceeding against the other arising from this Agreement, then as between each of the Developer Parties and Frisco, the prevailing party shall be entitled to recover as an element of its costs of suit, and not as damages, reasonable and necessary attorneys' fees and litigation expenses both at trial and on appeal, subject to the limitations set forth in TEX. LOC. GOV'T CODE § 271.153, as it exists or may be amended, if applicable.
18. Warranties/Representations. All warranties, representations and covenants made by one party to the other in this Agreement or in any certificate or other instrument delivered by one party to the other under this Agreement shall be considered to have been relied upon by the other party and will survive the satisfaction of any fees under this Agreement, regardless of any investigation made by either party.
19. Entire Agreement. This Agreement contains the entire agreement of the parties with respect to the matters contained herein and may not be modified or terminated except upon the provisions hereof or by the mutual written agreement of the parties. Each party acknowledges and agrees that nothing in this Agreement is intended to or shall be deemed to amend, modify or waive any portion of that certain Development Agreement by and between FHQ Holdings, LP and the City of Frisco, Texas dated as of April 21, 2020, and recorded under Instrument Numbers 54993 (Denton County) and 20200428000609200 (Collin County), or that certain Second Development Agreement by and between FHQ Holdings, LP and the City of Frisco, Texas dated as of February 3, 2021, the memoranda of which were recorded under Instrument Numbers 25468 (Denton County) and

20210211000297310 (Collin County), or that certain Third Development Agreement by and among FHQ Developer Parties and the City of Frisco, Texas dated as of August 2, 2022, the memoranda of which were recorded under Instrument Numbers 117784 (Denton County) and 2022000123856 (Collin County).

20. Conflicts; Exhibit Amendments. To the extent that a provision of the Approved Plans, as modified from time to time as mutually agreed by the parties, this Agreement or any of the exhibits to this Agreement are in conflict, the provisions of the Approved Plans, as modified from time to time as mutually agreed by the parties, this Agreement and the exhibits to this Agreement shall prevail in that order.
21. Governing Law; Venue. The laws of the State of Texas shall govern the interpretation, validity, performance and enforcement of this Agreement, without regard to conflict of law principles. This Agreement is performable in Collin County, Texas and Denton County, Texas, and the exclusive venue for any action arising out of this Agreement shall be a court of appropriate jurisdiction in Collin County, Texas or Denton County, Texas.
22. Consideration. This Agreement is executed by the parties without coercion or duress and for substantial consideration, the sufficiency of which is forever confessed.
23. Multiple Counterparts. This Agreement may be executed in a number of identical counterparts, each of which shall be deemed an original for all purposes. An electronic mail or facsimile signature will also be deemed to constitute an original if properly executed and delivered to the other party.
24. Authority to Execute. The individuals executing this Agreement on behalf of the respective parties below represent to each other and to others that all appropriate and necessary action has been taken to authorize the individual who is executing this Agreement to do so for and on behalf of the party for which his or her signature appears, that there are no other parties or entities required to execute this Agreement in order for the same to be an authorized and binding agreement on the party for whom the individual is signing this Agreement and that each individual affixing his or her signature hereto is authorized to do so, and such authorization is valid and effective on the Effective Date (hereinafter defined). The parties agree that the performance of the parties under this Agreement is authorized by Section 212.072 of the Texas Local Government Code.
25. Savings; Severability. In the event that a term, condition or provision of this Agreement is determined to be invalid, illegal, void, unenforceable or unlawful by a court of competent jurisdiction, then that term, condition or provision shall be deleted and the remainder of the Agreement shall remain in full force and effect as if such invalid, illegal, void, unenforceable or unlawful provision had never been contained in this Agreement.
26. No Third Party Beneficiaries. Nothing in this Agreement shall be construed to create any right in any third party not a signatory to this Agreement, and the parties do not intend to create any third party beneficiaries by entering into this Agreement.
27. Assignment/Binding Effect.

- (a) This Agreement is assignable, in whole or in part, upon the following conditions, all of which must be satisfied before any such assignment shall be valid and enforceable:
 - (i) the assignment of the Agreement must be evidenced by a recordable document ("Assignment");
 - (ii) the Assignment must expressly contain an acknowledgment and agreement that this Agreement is valid and enforceable and all obligations, covenants and conditions contained in this Agreement will be assumed solely and completely by the assignee ("Assignee") to the extent applicable to the parcel being conveyed, and the contact name, address, phone number, fax number and electronic mail address of the assignee;
 - (iii) The applicable Developer Party will file any approved, executed Assignment in the Real Property Records of Collin County, Texas and/or Denton County, Texas, as applicable; and
 - (iv) The applicable Developer Party shall provide Frisco with a file-marked copy of the Assignment within ten (10) days of filing the same, and until Frisco receives said file-marked copy of the Assignment as provided herein, Frisco shall not, under any circumstance, recognize said Assignment.
 - (v) the Assignment shall not release the original Developer Party from its obligations under Section 13 of this Agreement, except as expressly provided in this Agreement (and for the sake of clarity, the original Developer Party will be jointly and severally liable for the performance of such surviving obligations with the applicable Assignee until such time as the original Developer Party's obligations shall cease as provided herein).
 - (b) This Agreement shall be binding upon and inure to the benefit of Frisco and each of the Developer Parties and their respective successors and assigns.
 - (c) This Assignment provision shall in no way modify, alter, amend, reduce or waive the provision above titled "Covenant Running with the Land" or its effectiveness. In the event there is a conflict between this Assignment provision and the Covenant Running with the Land provision, the Covenant Running with the Land provision shall control and govern.
28. Indemnification. The parties agree that the indemnity provisions set forth herein are conspicuous, and the parties have read and understood the same.
29. Waiver. Waiver by either party of any breach of this Agreement, or the failure of either party to enforce any of the provisions of this Agreement, at any time, shall not in any way affect, limit or waive such party's right thereafter to enforce and compel strict compliance.

30. Immunity. It is expressly understood and agreed that, in the execution and performance of this Agreement, Frisco has not waived, nor shall be deemed hereby to have waived, any defense or immunity, including governmental, sovereign and official immunity, that would otherwise be available to it against claims arising in the exercise of governmental powers and functions. By entering into this Agreement, the parties do not create any obligations, express or implied, other than those set forth herein.
31. Representations and Warranties. The parties verify, confirm, represent, warrant, acknowledge and agree that each such party:
- (a) has freely and willingly executed this Agreement and expressly disclaims and waives reliance on any act, promise, undertaking or representation made by any other party, save and except for the express agreements and representations contained in this Agreement;
 - (b) waives any right to additional information regarding the matters governed and effected by this Agreement;
 - (c) was not in a significantly disparate bargaining position with any other party;
 - (d) has carefully read this Agreement and that it fully understands this Agreement;
 - (e) has had ample opportunity to retain its own separate, independent legal counsel of its own choice;
 - (f) has either (1) been fully advised by its own separate legal counsel of the meaning, terms and legal consequences of this Agreement; or (2) chosen to not be advised by legal counsel and has voluntarily waived such legal counsel and freely, expressly and voluntarily waives any right to claim its failure to obtain the advice of legal counsel as the basis for setting aside or challenging the validity or enforceability of this Agreement.
32. Reference to Developer Party. When referring to a “Developer Party” herein, this Agreement shall refer to and be binding upon the applicable Developer Party and its officers, directors, partners and employees. Nothing in this Agreement, including this Section, shall be construed to impose any obligation on any officer, director or employee of a Developer Party.
33. Reference to Frisco. When referring to “Frisco” herein, this Agreement shall refer to and be binding upon Frisco and Frisco’s Council Members, officers and employees. Nothing in this Agreement, including this Section, shall be construed to impose any obligation on any Council Member, officer or employee of Frisco.
34. Miscellaneous Drafting Provisions. This Agreement shall be deemed drafted equally by all parties hereto. The language of all parts of this Agreement shall be construed as a whole according to its fair meaning, and any presumption or principle that the language herein is

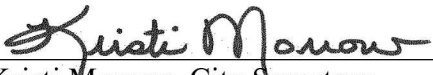
to be construed against any party shall not apply. Headings in this Agreement are for the convenience of the parties and are not intended to be used in construing this document.


IN WITNESS WHEREOF, the parties have executed this Agreement and caused this Agreement to be effective when all the parties have signed it. The date this Agreement is signed by the last party to sign it (as indicated by the date associated with that party's signature below) will be deemed the effective date of this Agreement ("Effective Date").

CITY OF FRISCO, TEXAS,
a home-rule municipality




Attested to by:


Kristi Morrow, City Secretary

By: 
Wesley S. Pierson, City Manager
Date: October 4, 2022

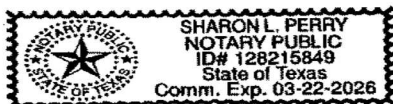
Approved as to form:

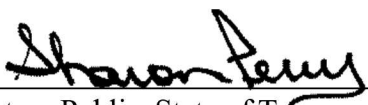

Abernathy Roeder Boyd & Hullett, P.C.
Ryan D. Pittman, City Attorneys

STATE OF TEXAS §
 §
COUNTY OF COLLIN §

BEFORE ME, the undersigned authority, on this day personally appeared WESLEY S. PIERSON, known to me to be one of the persons whose names are subscribed to the foregoing instrument; he acknowledged to me that he is the City Manager and duly authorized representative of the CITY OF FRISCO, TEXAS, a home-rule municipality, and that he executed the same for the purposes and consideration therein stated and in the capacity therein stated as the act and deed of the City of Frisco, Texas.

IN WITNESS WHEREOF, I have hereunto set my hand and seal of office this 4th day of October, 2022.




Notary Public, State of Texas
My Commission Expires: 3-22-26

FHQ DEVELOPMENT PARTNERS LP,
a Delaware limited partnership

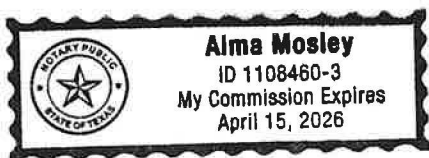
By: FHQ HOLDINGS GP LLC,
a Delaware limited liability company,
its general partner

By: Todd M. Watson
Name: Todd Watson
Title: Vice President
Date: September 30, 2022

STATE OF TEXAS §
 §
COUNTY OF DALLAS §

BEFORE ME, the undersigned authority, on this day personally appeared Todd Watson, known to me to be one of the persons whose names are subscribed to the foregoing instrument; he/she acknowledged to me he/she is the duly authorized representative for FHQ DEVELOPMENT PARTNERS GP LLC, general partner of FHQ DEVELOPMENT PARTNERS LP, and he/she executed said instrument for the purposes and consideration therein stated and in the capacity therein stated.

IN WITNESS WHEREOF, I have hereunto set my hand and seal of office this 30th day of September, 2022.



Alma Mosley
Notary Public, State of Texas
My Commission Expires: 04/15/2026

FIELDS PRESERVE INVESTMENT PARTNERS LP,
a Delaware limited partnership

By: FHQ HOLDINGS GP LLC,
a Delaware limited liability company,
its general partner

By: Todd M. Watson
Name: Todd Watson
Title: Vice President
Date: September 30, 2022

STATE OF TEXAS §
 §
COUNTY OF DALLAS §

BEFORE ME, the undersigned authority, on this day personally appeared Todd Watson, known to me to be one of the persons whose names are subscribed to the foregoing instrument; he/she acknowledged to me he/she is the duly authorized representative for FHQ DEVELOPMENT PARTNERS GP LLC, general partner of FIELDS PRESERVE INVESTMENT PARTNERS LP, and he/she executed said instrument for the purposes and consideration therein stated and in the capacity therein stated.

IN WITNESS WHEREOF, I have hereunto set my hand and seal of office this 30th day of September, 2022.

Alma Mosley
Notary Public, State of Texas
My Commission Expires: 04/15/2026



FIELDS MIDTOWN WEST INVESTMENT PARTNERS LP,
a Delaware limited partnership

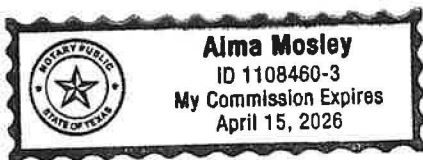
By: FHQ HOLDINGS GP LLC,
a Delaware limited liability company,
its general partner

By: Todd M. Watson
Name: Todd Watson
Title: Vice President
Date: September 30, 2022

STATE OF TEXAS §
 §
COUNTY OF DALLAS §

BEFORE ME, the undersigned authority, on this day personally appeared Todd Watson, known to me to be one of the persons whose names are subscribed to the foregoing instrument; he/she acknowledged to me he/she is the duly authorized representative for FHQ DEVELOPMENT PARTNERS GP LLC, general partner of FIELDS MIDTOWN WEST INVESTMENT PARTNERS LP, and he/she executed said instrument for the purposes and consideration therein stated and in the capacity therein stated.

IN WITNESS WHEREOF, I have hereunto set my hand and seal of office this 30th day of September, 2022.



Alma Mosley
Notary Public, State of Texas
My Commission Expires: 04/15/2026

FIELDS POINT WEST INVESTMENT PARTNERS LP,
a Delaware limited partnership

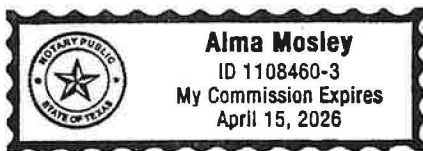
By: FHQ HOLDINGS GP LLC,
a Delaware limited liability company,
its general partner

By: Todd M. Watson
Name: Todd Watson
Title: Vice President
Date: September 30, 2022

STATE OF TEXAS §
 §
COUNTY OF DALLAS §

BEFORE ME, the undersigned authority, on this day personally appeared Todd Watson, known to me to be one of the persons whose names are subscribed to the foregoing instrument; he/she acknowledged to me he/she is the duly authorized representative for FHQ DEVELOPMENT PARTNERS GP LLC, general partner of FIELDS POINT WEST INVESTMENT PARTNERS LP, and he/she executed said instrument for the purposes and consideration therein stated and in the capacity therein stated.

IN WITNESS WHEREOF, I have hereunto set my hand and seal of office this 30th day of September, 2022.



Alma Mosley
Notary Public, State of Texas
My Commission Expires: 04/15/2026

FIELDS MIDTOWN EAST INVESTMENT PARTNERS LP,
a Delaware limited partnership

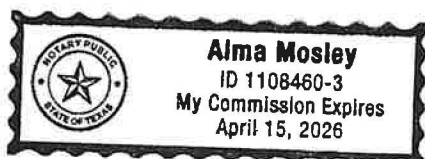
By: FHQ HOLDINGS GP LLC,
a Delaware limited liability company,
its general partner

By: Todd M. Watson
Name: Todd Watson
Title: Vice President
Date: September 30, 2022

STATE OF TEXAS §
 §
COUNTY OF DALLAS §

BEFORE ME, the undersigned authority, on this day personally appeared Todd Watson, known to me to be one of the persons whose names are subscribed to the foregoing instrument; he/she acknowledged to me he/she is the duly authorized representative for FHQ DEVELOPMENT PARTNERS GP LLC, general partner of FIELDS MIDTOWN EAST INVESTMENT PARTNERS LP, and he/she executed said instrument for the purposes and consideration therein stated and in the capacity therein stated.

IN WITNESS WHEREOF, I have hereunto set my hand and seal of office this 30th day of September, 2022.



Alma Mosley
Notary Public, State of Texas
My Commission Expires: 04/15/2026

FIELDS EAST VILLAGE INVESTMENT PARTNERS LP,
a Delaware limited partnership

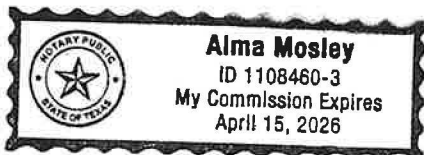
By: FHQ HOLDINGS GP LLC,
a Delaware limited liability company,
its general partner

By: Todd M. Watson
Name: Todd Watson
Title: Vice President
Date: September 30, 2022

STATE OF TEXAS §
 §
COUNTY OF DALLAS §

BEFORE ME, the undersigned authority, on this day personally appeared Todd Watson, known to me to be one of the persons whose names are subscribed to the foregoing instrument; he/she acknowledged to me he/she is the duly authorized representative for FHQ DEVELOPMENT PARTNERS GP LLC, general partner of FIELDS EAST VILLAGE INVESTMENT PARTNERS LP, and he/she executed said instrument for the purposes and consideration therein stated and in the capacity therein stated.

IN WITNESS WHEREOF, I have hereunto set my hand and seal of office this 30th day of September, 2022.



Alma Mosley
Notary Public, State of Texas
My Commission Expires: 04/15/2026

FIELDS POINT EAST INVESTMENT PARTNERS LP,
a Delaware limited partnership

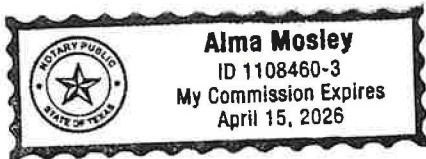
By: FHQ HOLDINGS GP LLC,
a Delaware limited liability company,
its general partner

By: Todd M. Watson
Name: Todd Watson
Title: Vice President
Date: September 30, 2022

STATE OF TEXAS §
 §
COUNTY OF DALLAS §

BEFORE ME, the undersigned authority, on this day personally appeared Todd Watson, known to me to be one of the persons whose names are subscribed to the foregoing instrument; he/she acknowledged to me he/she is the duly authorized representative for FHQ DEVELOPMENT PARTNERS GP LLC, general partner of FIELDS POINT EAST INVESTMENT PARTNERS LP, and he/she executed said instrument for the purposes and consideration therein stated and in the capacity therein stated.

IN WITNESS WHEREOF, I have hereunto set my hand and seal of office this 30th day of September, 2022.



Alma Mosley
Notary Public, State of Texas
My Commission Expires: 04/15/2026

FIELDS UNIVERSITY VILLAGE INVESTMENT
PARTNERS LP,
a Delaware limited partnership

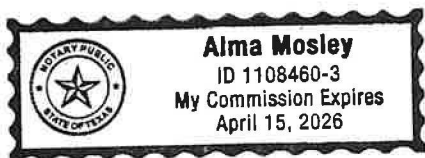
By: FHQ HOLDINGS GP LLC,
a Delaware limited liability company,
its general partner

By: Todd M. Watson
Name: Todd Watson
Title: Vice President
Date: September 30, 2022

STATE OF TEXAS §
 §
COUNTY OF DALLAS §

BEFORE ME, the undersigned authority, on this day personally appeared Todd Watson, known to me to be one of the persons whose names are subscribed to the foregoing instrument; he/she acknowledged to me he/she is the duly authorized representative for FHQ DEVELOPMENT PARTNERS GP LLC, general partner of FIELDS UNIVERSITY VILLAGE INVESTMENT PARTNERS LP, and he/she executed said instrument for the purposes and consideration therein stated and in the capacity therein stated.

IN WITNESS WHEREOF, I have hereunto set my hand and seal of office this 30th day of September, 2022.



Alma Mosley
Notary Public, State of Texas
My Commission Expires: 04/15/2026

NORTH FIELDS INVESTMENT PARTNERS LP,
a Delaware limited partnership

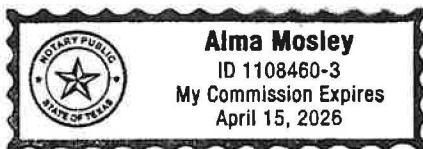
By: FHQ HOLDINGS GP LLC,
a Delaware limited liability company,
its general partner

By: Todd M. Watson
Name: Todd Watson
Title: Vice President
Date: September 30, 2022

STATE OF TEXAS §
 §
COUNTY OF DALLAS §

BEFORE ME, the undersigned authority, on this day personally appeared Todd Watson, known to me to be one of the persons whose names are subscribed to the foregoing instrument; he/she acknowledged to me he/she is the duly authorized representative for FHQ DEVELOPMENT PARTNERS GP LLC, general partner of NORTH FIELDS INVESTMENT PARTNERS LP, and he/she executed said instrument for the purposes and consideration therein stated and in the capacity therein stated.

IN WITNESS WHEREOF, I have hereunto set my hand and seal of office this 30th day of September, 2022.



Alma Mosley
Notary Public, State of Texas
My Commission Expires: 04/15/2026

Exhibit A
Legal Description of the Property

FHQ Development Partners LP

TRACT 1 - 220.172 ACRES

BEING a tract of land situated in the William E. Bates Survey, Abstract No. 90, and in the Memphis, El Paso, and Pacific Railroad Company Survey, Abstract No. 941, and in the W. H. Bates Survey, Abstract No. 83, and in the Charles L. Smith Survey, Abstract No. 1185, City of Frisco, Denton County, Texas and being a portion of a called 1,722.364-acre tract of land, described as Tract 3 in Special Warranty Deed to FHQ Holdings LP, recorded in Document No. 2018-93106, said Official Records, and in Instrument No. 20180807000990770, Official Public Records, Collin County, Texas, and being more particularly described by metes and bounds as follows:

BEGINNING at an angle point on the northerly right-of-way line of Panther Creek Parkway (a variable width right-of-way), same being on the southerly line of said 1722.364-acre tract;

THENCE along the common line of said 1722.364-acre tract and said Panther Creek Parkway, the following courses and distances:

South 44°55'28" West, a distance of 56.52 feet to a point for corner;

South 89°58'29" West, a distance of 159.82 feet to a point for corner;

South 86°09'39" West, a distance of 150.33 feet to a point for corner;

South 89°58'29" West, a distance of 1,109.68 feet to the easternmost southeast corner of a called 155.992-acre tract of land, described in Special Warranty Deed to VPTM Fields LB LLC, recorded in Document No. 2021-133202, said Official Records, same being at the beginning of a tangent curve to the right with a radius of 270.00 feet, a central angle of 10°34'18", and a chord bearing and distance of North 84°44'22" West, 49.75 feet;

THENCE departing said common line and along the easterly line of said 155.992-acre tract, the following courses and distances:

In a westerly direction, with said curve to the right, an arc distance of 49.82 feet to a point at the beginning of a reverse curve to the left with a radius of 290.00 feet, a central angle of 10°34'30", and a chord bearing and distance of North 84°44'28" West, 53.45 feet;

In a westerly direction, with said curve to the left, an arc distance of 53.52 feet to a point for corner;

South 89°58'17" West, a distance of 95.50 feet to a point for corner;

North 45°01'37" West, a distance of 56.57 feet to a point for corner;

North 00°01'31" West, a distance of 81.46 feet to a point at the beginning of a non-tangent curve to the left with a radius of 500.00 feet, a central angle of 08°17'29", and a chord bearing and distance of North 04°08'45" West, 72.29 feet;

In a northerly direction, with said curve to the left, an arc distance of 72.36 feet to a point at the beginning of a reverse curve to the right with a radius of 150.00 feet, a central angle of 17°51'51", and a chord bearing and distance of North 00°38'26" East, 46.58 feet;

In a northerly direction, with said curve to the right, an arc distance of 46.77 feet to a point at the beginning of a non-tangent curve to the right with a radius of 632.73 feet, a central angle of 37°33'49", and a chord bearing and distance of North 28°22'37" East, 407.43 feet;

In a northerly direction, with said curve to the right, an arc distance of 414.82 feet to a point for corner;

South 89°28'39" East, a distance of 14.65 feet to a point for corner;

South 46°35'23" East, a distance of 10.50 feet to a point for corner;

North 43°22'05" East, a distance of 57.00 feet to a point for corner;

North 46°35'23" West, a distance of 12.53 feet to a point for corner;

North 00°54'43" East, a distance of 13.51 feet to a point for corner;

North 48°24'50" East, a distance of 20.00 feet to a point for corner;

North 41°35'10" West, a distance of 80.00 feet to a point for corner;

South 48°24'50" West, a distance of 26.88 feet to a point for corner;

South 87°33'23" West, a distance of 15.51 feet to a point at the beginning of a non-tangent curve to the left with a radius of 280.00 feet, a central angle of 44°57'27", and a chord bearing and distance of North 76°48'11" West, 214.11 feet;

In a westerly direction, with said curve to the left, an arc distance of 219.70 feet to a point for corner;

North 54°50'42" West, a distance of 14.03 feet to a point for corner;

North 09°23'18" West, a distance of 404.90 feet to a point at the beginning of a tangent curve to the left with a radius of 1,020.00 feet, a central angle of 15°24'42", and a chord bearing and distance of North 17°05'39" West, 273.54 feet;

In a northerly direction, with said curve to the left, an arc distance of 274.36 feet to a point for corner;

North 62°04'38" East, a distance of 202.17 feet to a point for corner;

North 56°01'43" West, a distance of 87.09 feet to a point for corner;

North 47°31'41" West, a distance of 77.14 feet to a point for corner;

North 39°04'26" West, a distance of 73.62 feet to a point for corner;

North 32°23'44" West, a distance of 72.74 feet to a point for corner;

North 33°53'11" West, a distance of 72.74 feet to a point for corner;

North 35°22'39" West, a distance of 72.74 feet to a point for corner;

North 37°01'42" West, a distance of 71.66 feet to a point for corner;

North 31°26'25" West, a distance of 50.24 feet to a point for corner;

North 37°01'42" West, a distance of 70.00 feet to a point for corner;

North 40°11'55" West, a distance of 81.29 feet to a point for corner;

North 46°41'40" West, a distance of 84.46 feet to a point for corner;

North 54°23'54" West, a distance of 84.46 feet to a point for corner;

North 64°57'40" West, a distance of 153.47 feet to a point for corner;

North 64°56'02" West, a distance of 50.00 feet to a point for corner;

North 64°36'25" West, a distance of 68.14 feet to a point for corner;

North 54°00'37" West, a distance of 136.15 feet to a point for corner;

North 55°44'13" West, a distance of 50.05 feet to a point for corner;

North 53°04'35" West, a distance of 321.74 feet to a point for corner;

North 33°27'53" West, a distance of 105.37 feet to a point for corner;

North 16°32'26" West, a distance of 75.33 feet to a point for corner;

North 22°48'16" West, a distance of 159.16 feet to a point for corner;

North 43°30'34" West, a distance of 65.38 feet to a point for corner;

North 50°33'28" West, a distance of 85.28 feet to a point for corner;

North 52°30'02" West, a distance of 143.91 feet to a point for corner;

North 57°32'28" West, a distance of 115.94 feet to a point for corner;

North 69°33'15" West, a distance of 87.24 feet to a point for corner;

North 18°33'45" West, a distance of 82.51 feet to a point for corner;

THENCE departing the easterly line of said 155.992-acre tract and crossing said 1722.364-acre tract, the following courses and distances:

North 71°26'15" East, a distance of 758.16 feet to a point for corner;

North 18°32'34" West, a distance of 8.00 feet to a point for corner;

North 71°26'15" East, a distance of 4.27 feet to a point at the beginning of a tangent curve to the right with a radius of 2,955.00 feet, a central angle of 09°09'03", and a chord bearing and distance of North 76°00'47" East, 471.45 feet;

In an easterly direction, with said curve to the right, an arc distance of 471.95 feet to a point at the beginning of a reverse curve to the left with a radius of 412.00 feet, a central angle of 02°20'13", and a chord bearing and distance of North 79°25'12" East, 16.80 feet;

In an easterly direction, with said curve to the left, an arc distance of 16.80 feet to a point for corner;

North 78°15'06" East, a distance of 157.36 feet to a point at the beginning of a tangent curve to the right with a radius of 63.00 feet, a central angle of 43°01'09", and a chord bearing and distance of South 80°14'20" East, 46.20 feet;

In an easterly direction, with said curve to the right, an arc distance of 47.30 feet to a point for corner;

South 58°43'45" East, a distance of 12.98 feet to a point at the beginning of a tangent curve to the right with a radius of 88.00 feet, a central angle of 45°04'59", and a chord bearing and distance of South 36°11'16" East, 67.47 feet;

In a southerly direction, with said curve to the right, an arc distance of 69.24 feet to a point for corner;

South 12°40'22" West, a distance of 20.55 feet to a point for corner;

South 02°42'00" East, a distance of 27.12 feet to a point for corner;

North 87°18'00" East, a distance of 80.96 feet to a point for corner;

North 11°19'37" West, a distance of 13.05 feet to a point for corner;

North 02°42'00" West, a distance of 28.19 feet to a point at the beginning of a tangent curve to the right with a radius of 58.00 feet, a central angle of 32°17'11", and a chord bearing and distance of North 13°26'35" East, 32.25 feet;

In a northerly direction, with said curve to the right, an arc distance of 32.68 feet to a point at the beginning of a compound curve to the right with a radius of 28.00 feet, a central angle of 44°57'56", and a chord bearing and distance of North 52°04'09" East, 21.41 feet;

In an easterly direction, with said compound curve to the right, an arc distance of 21.97 feet to a point at the beginning of a non-tangent curve to the right with a radius of 414.00 feet, a central angle of 23°16'48", and a chord bearing and distance of North 79°15'12" East, 167.06 feet;

In an easterly direction, with said curve to the right, an arc distance of 168.21 feet to a point at the beginning of a compound curve to the right with a radius of 2,955.00 feet, a central angle of 12°08'52", and a chord bearing and distance of South 83°01'57" East, 625.34 feet;

In an easterly direction, with said compound curve to the right, an arc distance of 626.51 feet to a point at the beginning of a reverse curve to the left with a radius of 362.00 feet, a central angle of 02°23'32", and a chord bearing and distance of South 78°09'18" East, 15.11 feet;

In an easterly direction, with said curve to the left, an arc distance of 15.11 feet to a point for corner;

South 79°21'04" East, a distance of 149.85 feet to a point at the beginning of a tangent curve to the right with a radius of 63.00 feet, a central angle of 41°59'19", and a chord bearing and distance of South 58°21'24" East, 45.14 feet;

In an easterly direction, with said curve to the right, an arc distance of 46.17 feet to a point for corner;

South 37°21'45" East, a distance of 13.80 feet to a point at the beginning of a tangent curve to the right with a radius of 128.00 feet, a central angle of 37°59'46", and a chord bearing and distance of South 18°21'52" East, 83.34 feet;

In a southerly direction, with said curve to the right, an arc distance of 84.88 feet to a point for corner;

South 27°20'49" West, a distance of 20.75 feet to a point for corner;

South 11°58'27" West, a distance of 16.80 feet to a point for corner;

South 78°01'33" East, a distance of 79.39 feet to a point for corner;

North 03°20'50" East, a distance of 12.62 feet to a point for corner;

North 11°58'27" East, a distance of 28.19 feet to a point at the beginning of a tangent curve to the right with a radius of 58.00 feet, a central angle of 19°43'33", and a chord bearing and distance of North 21°50'13" East, 19.87 feet;

In a northerly direction, with said curve to the right, an arc distance of 19.97 feet to a point at the beginning of a compound curve to the right with a radius of 28.00 feet, a central angle of 59°26'22", and a chord bearing and distance of North 61°25'10" East, 27.76 feet;

In an easterly direction, with said compound curve to the right, an arc distance of 29.05 feet to a point for corner;

South 88°51'39" East, a distance of 67.00 feet to a point at the beginning of a tangent curve to the right with a radius of 414.00 feet, a central angle of 09°45'27", and a chord bearing and distance of South 83°58'57" East, 70.42 feet;

In an easterly direction, with said curve to the right, an arc distance of 70.51 feet to a point for corner;

South 79°06'13" East, a distance of 198.51 feet to a point at the beginning of a tangent curve to the left with a radius of 1,512.00 feet, a central angle of 12°17'24", and a chord bearing and distance of South 85°14'55" East, 323.70 feet;

In an easterly direction, with said curve to the left, an arc distance of 324.32 feet to a point at the beginning of a compound curve to the left with a radius of 1,799.00 feet, a central angle of 13°27'00", and a chord bearing and distance of North 81°52'53" East, 421.34 feet;

In an easterly direction, with said compound curve to the left, an arc distance of 422.31 feet to a point for corner;

North 76°17'58" East, a distance of 104.12 feet to a point for corner;

North 76°17'58" East, a distance of 253.72 feet to a point at the beginning of a tangent curve to the right with a radius of 1,440.00 feet, a central angle of 10°28'53", and a chord bearing and distance of North 81°32'24" East, 263.06 feet;

In an easterly direction, with said curve to the right, an arc distance of 263.43 feet to a point at the beginning of a compound curve to the right with a radius of 503.00 feet, a central angle of 02°24'44", and a chord bearing and distance of North 87°59'12" East, 21.17 feet;

In an easterly direction, with said compound curve to the right, an arc distance of 21.18 feet to a point for corner;

South 86°38'43" East, a distance of 87.44 feet to a point at the beginning of a non-tangent curve to the left with a radius of 526.00 feet, a central angle of 06°31'01", and a chord bearing and distance of South 86°38'43" East, 59.80 feet;

In an easterly direction, with said curve to the left, an arc distance of 59.83 feet to a point for corner;

South 89°54'13" East, a distance of 163.00 feet to a point for corner;

South 44°54'13" East, a distance of 56.57 feet to a point for corner;

South 00°05'47" West, a distance of 160.00 feet to a point for corner;

South 03°43'34" East, a distance of 66.03 feet to a point at the beginning of a non-tangent curve to the right with a radius of 1,038.00 feet, a central angle of 33°33'47", and a chord bearing and distance of South 22°49'52" West, 599.39 feet;

In a southerly direction, with said curve to the right, an arc distance of 608.04 feet to a point for corner;

South 39°36'46" West, a distance of 557.33 feet to a point at the beginning of a tangent curve to the left with a radius of 2,561.50 feet, a central angle of 22°05'20", and a chord bearing and distance of South 28°34'06" West, 981.42 feet;

In a southerly direction, with said curve to the left, an arc distance of 987.52 feet to a point for corner;

North 72°26'45" West, a distance of 11.00 feet to a point at the beginning of a non-tangent curve to the left with a radius of 2,572.50 feet, a central angle of 01°53'44", and a chord bearing and distance of South 16°34'34" West, 85.10 feet;

In a southerly direction, with said curve to the left, an arc distance of 85.10 feet to a point for corner;

North 74°22'18" West, a distance of 19.00 feet to a point at the beginning of a non-tangent curve to the left with a radius of 2,591.50 feet, a central angle of 07°22'22", and a chord bearing and distance of South 11°56'32" West, 333.24 feet;

In a southerly direction, with said curve to the left, an arc distance of 333.47 feet to a point for corner;

South 54°22'59" West, a distance of 8.29 feet to a point for corner;

South 07°08'55" West, a distance of 55.95 feet to a point for corner;

South 82°51'05" East, a distance of 10.63 feet to a point for corner;

South 38°03'39" East, a distance of 35.56 feet to a point at the beginning of a non-tangent curve to the left with a radius of 2,561.50 feet, a central angle of 04°49'08", and a chord bearing and distance of South 03°55'17" West, 215.37 feet;

In a southerly direction, with said curve to the left, an arc distance of 215.44 feet to a point at the beginning of a reverse curve to the right with a radius of 270.00 feet, a central angle of 09°17'28", and a chord bearing and distance of South 06°09'27" West, 43.74 feet;

In a southerly direction, with said curve to the right, an arc distance of 43.78 feet to a point at the beginning of a reverse curve to the left with a radius of 290.00 feet, a central angle of 10°55'45", and a chord bearing and distance of South 05°20'19" West, 55.23 feet;

In a southerly direction, with said curve to the left, an arc distance of 55.32 feet to a point for corner;

South 00°07'34" East, a distance of 61.00 feet to a point for corner;

South 44°52'40" West, a distance of 38.18 feet to a point for corner;

South 00°07'34" East, a distance of 54.00 feet to a point for corner;

North 89°52'26" East, a distance of 11.00 feet to a point for corner;

South 45°07'34" East, a distance of 35.36 feet to a point for corner;

South 00°07'34" East, a distance of 145.38 feet to a point for corner;

South 03°41'17" West, a distance of 150.36 feet to a point for corner;

South 00°07'34" East, a distance of 160.04 feet to the POINT OF BEGINNING and containing 220.172 acres (9,590,710 sq. ft.) of land, more or less.

TRACT 2 - 14.188 ACRES

BEING a tract of land situated in the William E. Bates Survey, Abstract No. 90, and the Clayton Rogers Survey, Abstract No. 1133, City of Frisco, Denton County, Texas and being a portion of a called 1,722.364-acre tract, described as Tract 3 in a Special Warranty Deed to FHQ Holdings LP, recorded in Document No. 2018-93106, Official Records, Denton County, Texas, and in Instrument No. 20180807000990770, Official Public Records, Collin County, Texas, and being more particularly described by metes and bounds as follows:

COMMENCING at a 1/2-inch iron rod found on the northerly line of Panther Creek Parkway (a variable width public right-of-way) for the westernmost southwest corner a called 155.33-acre tract of land, described in a Special Warranty Deed to Fields Midtown West Investment Partners LP, recorded in Document No. 2021-125160, said Official Records;

THENCE along the westerly line of said 155.33-acre tract, the following courses and distances:

North 00°06'24" West, a distance of 160.00 feet to a point for corner;

North 03°59'49" West, a distance of 150.32 feet to a point for corner;

North 00°08'36" West, a distance of 336.81 feet to a point at the beginning of a non-tangent curve to the right with a radius of 2,440.01 feet, a central angle of 05°11'07", and a chord bearing and distance of North 02°26'54" East, 220.75 feet;

In a northerly direction, with said non-tangent curve to the right, an arc distance of 220.82 feet to a point for corner;

North 90°00'00" East, a distance of 3.26 feet to the POINT OF BEGINNING at the herein described tract of land, same being the beginning of a non-tangent curve to the right with a radius of 2,438.50 feet, a central angle of 03°31'12", and a chord bearing and distance of North 06°48'38" East, 149.79 feet;

THENCE departing the westerly line of said 155.33-acre tract and crossing said 1,722.364-acre tract, the following courses and distances:

In a northerly direction, with said curve to the right, an arc distance of 149.81 feet to a point for corner;

South 81°25'46" East, a distance of 5.50 feet to a point at the beginning of a non-tangent curve to the right with a radius of 2,433.00 feet, a central angle of 01°43'07", and a chord bearing and distance of North 09°25'47" East, 72.98 feet;

In a northerly direction, with said curve to the right, an arc distance of 72.98 feet to a point for corner;

South 78°45'49" East, a distance of 15.00 feet to a point at the beginning of a non-tangent curve to the right with a radius of 2,418.00 feet, a central angle of 05°27'08", and a chord bearing and distance of North 13°00'34" East, 230.01 feet;

In a northerly direction, with said curve to the right, an arc distance of 230.09 feet to a point for corner on the westerly line of said 155.33-acre tract;

THENCE along the westerly line of said 155.33-acre tract, the following courses and distances:

South 89°12'11" East, a distance of 623.05 feet to a point for corner;

South 60°09'08" East, a distance of 543.67 feet to a point at the beginning of a tangent curve to the right with a radius of 468.17 feet, a central angle of 15°30'47", and a chord bearing and distance of South 52°23'45" East, 126.37 feet;

In an easterly direction, with said curve to the right, an arc distance of 126.76 feet to a point at the beginning of a compound curve to the right with a radius of 347.97 feet, a central angle of 18°18'49", and a chord bearing and distance of South 35°28'57" East, 110.75 feet;

In a southerly direction, with said compound curve to the right, an arc distance of 111.22 feet to a point at the beginning of a compound curve to the right with a radius of 259.82 feet, a central angle of 24°27'08", and a chord bearing and distance of South 14°05'59" East, 110.04 feet;

In a southerly direction, with said compound curve to the right, an arc distance of 110.88 feet to a point at the beginning of a compound curve to the right with a radius of 171.98 feet, a central angle of 63°26'33", and a chord bearing and distance of South 29°50'52" West, 180.85 feet;

In a southerly direction, with said compound curve to the right, an arc distance of 190.43 feet to a point at the beginning of a compound curve to the right with a radius of 259.82 feet, a central angle of 24°27'08", and a chord bearing and distance of South 73°47'43" West, 110.04 feet;

In a westerly direction, with said compound curve to the right, an arc distance of 110.88 feet to a point at the beginning of a compound curve to the right with a radius of 347.97 feet, a central angle of 18°18'49", and a chord bearing and distance of North 84°49'19" West, 110.75 feet;

In a westerly direction, with said compound curve to the right, an arc distance of 111.22 feet to a point at the beginning of a compound curve to the right with a radius of 468.17 feet, a central angle of 15°30'47", and a chord bearing and distance of North 67°54'31" West, 126.37 feet;

In a westerly direction, with said compound curve to the right, an arc distance of 126.76 feet to a point for corner;

North 60°09'08" West, a distance of 486.72 feet to a point for corner;

North 90°00'00" West, a distance of 542.17 feet to the POINT OF BEGINNING and containing 14.188 acres (618,037 sq. ft.) of land, more or less.

TRACT 3 - 0.033 ACRE

BEING a tract of land situated in the Memphis, El Paso and Pacific Railroad Company Survey, Abstract No. 941, City of Frisco, Denton County, Texas and being a portion of a called 1722.364-acre tract of land described as Tract 3 in a Special Warranty Deed to FHQ Holdings, LP, recorded in Document No. 2018-93106, Official Records, Denton County, Texas, and in Instrument No. 20180807000990770, Official Public Records, Collin County, Texas, and being more particularly described as follows:

COMMENCING at the southwest corner of a called 267.74-acre tract of land described in a Special Warranty Deed to Fields Preserve Investment Partners, LP, recorded in Document No. 2021-125162, said Official Records, same being on the southerly line of Lot 1, Block A, PGA Frisco Addition, Block A, Lot 1, an addition to the City of Frisco, Texas, according to the plat thereof recorded in Document No. 2020-408, said Official Records;

THENCE North 71°26'15" East, along the southerly line of said 267.74-acre tract, a distance of 424.33 feet to a point at the beginning of a tangent curve to the right with a radius of 3,045.00 feet, a central angle of 16°38'47", and a chord bearing and distance of North 79°45'39" East, 881.56 feet;

THENCE in an easterly direction, continuing along the southerly line of said 267.74-acre tract and with said curve to the right, an arc distance of 884.67 feet to the POINT OF BEGINNING of the herein described tract of land;

THENCE in an easterly direction, continuing along the southerly line of said 267.74-acre tract and the same curve, through a central angle of 04°06'30", and a chord bearing and distance of South 89°51'43" East, 218.29 feet, an arc distance of 218.34 feet to a point at the beginning of a reverse curve to the left with a radius of 462.00 feet, a central angle of 06°57'33", and a chord bearing and distance of South 88°42'46" West, 56.08 feet;

THENCE departing the southerly line of said 267.74-acre tract and crossing said 1722.364-acre tract the following courses and distances:

In a westerly direction, with said curve to the left, an arc distance of 56.11 feet to a point for corner;

South 85°13'59" West, a distance of 120.36 feet to a point at the beginning of a tangent curve to the right with a radius of 63.00 feet, a central angle of 38°46'01", and a chord bearing and distance of North 75°23'00" West, 41.82 feet;

In a westerly direction, with said curve to the right, an arc distance of 42.63 feet to a point for corner;

North 56°00'00" West, a distance of 0.91 feet to a point at the beginning of a tangent curve to the right with a radius of 98.00 feet, a central angle of 00°45'18", and a chord bearing and distance of North 55°37'21" West, 1.29 feet;

In a westerly direction, with said curve to the right, an arc distance of 1.29 feet to the POINT OF BEGINNING and containing 0.033 of an acre (1,439 sq. ft.) of land, more or less.

TRACT 4 - 0.019 ACRE

BEING a tract of land situated in the Memphis, El Paso and Pacific Railroad Company Survey, Abstract No. 941, and the William E. Bates Survey, Abstract No. 90, City of Frisco, Denton County, Texas and being a portion of a called 1722.364-acre tract of land described as Tract 3 in a Special Warranty Deed to FHQ Holdings, LP, recorded in Document No. 2018-93106, Official Records, Denton County, Texas, and in Instrument No. 20180807000990770, Official Public Records, Collin County, Texas, and being more particularly described as follows:

COMMENCING at the southwest corner of a called 267.74-acre tract of land described in a Special Warranty Deed to Fields Preserve Investment Partners, LP, recorded in Document No. 2021-125162, said Official Records, same being on the southerly line of Lot 1, Block A, PGA Frisco Addition, Block A, Lot 1, an addition to the City of Frisco, Texas, according to the plat thereof recorded in Document No. 2020-408, said Official Records;

THENCE along the southerly line of said 267.74-acre tract the following courses and distances:

North 71°26'15" East, a distance of 424.33 feet to a point at the beginning of a tangent curve to the right with a radius of 3,045.00 feet, a central angle of 35°36'33", and a chord bearing and distance of North 89°14'32" East, 1,862.14 feet;

In an easterly direction, with said curve to the right, an arc distance of 1,892.45 feet to a point for corner;

South 72°57'12" East, a distance of 128.59 feet to a point at the beginning of a tangent curve to the left with a radius of 1,955.00 feet, a central angle of 01°23'27", and a chord bearing and distance of South 73°38'55" East, 47.45 feet;

In an easterly direction, with said curve to the left, an arc distance of 47.45 feet to the POINT OF BEGINNING of the herein described tract of land;

In an easterly direction, continuing along the same curve through a central angle of 08°15'39", and a chord bearing and distance of South 78°28'28" East, 281.62 feet, an arc distance of 281.87 feet to a point at the beginning of a non-tangent curve to the right with a radius of 1,973.72 feet, a central angle of 02°16'13", and a chord bearing and distance of North 81°28'45" West, 78.21 feet;

THENCE departing the southerly line of said 267.74-acre tract the following courses and distances:

In a westerly direction, with said curve to the right, an arc distance of 78.21 feet to a point for corner;

North 81°01'22" West, a distance of 164.62 feet to a point at the beginning of a tangent curve to the right with a radius of 63.00 feet, a central angle of 12°56'34", and a chord bearing and distance of North 74°33'05" West, 14.20 feet;

In a westerly direction, with said curve to the right, an arc distance of 14.23 feet to a point at the beginning of a compound curve to the right with a radius of 63.00 feet, a central angle of 07°39'44", and a chord bearing and distance of North 64°14'56" West, 8.42 feet;

In a westerly direction, with said compound curve to the right, an arc distance of 8.43 feet to a point at the beginning of a compound curve to the right with a radius of 63.00 feet, a central angle of 17°04'55", and a chord bearing and distance of North 51°52'36" West, 18.71 feet;

In a westerly direction, with said compound curve to the right, an arc distance of 18.78 feet to the POINT OF BEGINNING and containing 0.019 of an acre (818 sq. ft.) of land, more or less.

TRACT 5 - 0.005 ACRE

BEING a tract of land situated in the Charles L. Smith Survey, Abstract No. 1185, City of Frisco, Denton County, Texas and being a portion of a called 1722.364-acre tract of land described as Tract 3 in a Special Warranty Deed to FHQ Holdings, LP, recorded in Document No. 2018-93106, Official Records, Denton County, Texas, and in

Instrument No. 20180807000990770, Official Public Records, Collin County, Texas, and being more particularly described as follows:

COMMENCING at the easternmost northeast corner of a called 267.74-acre tract of land described in a Special Warranty Deed to Fields Preserve Investment Partners, LP, recorded in Document No. 2021-125162, said Official Records, common to the easternmost southeast corner of Lot 1, Block A, PGA Frisco Addition, Block A, Lot 1, an addition to the City of Frisco, Texas, according to the plat thereof recorded in Document No. 2020-408, said Official Records;

THENCE along the easterly line of said 267.74-acre tract the following courses and distances:

South 19°34'28" West, a distance of 189.82 feet to a point at the beginning of a tangent curve to the right with a radius of 1,040.00 feet, a central angle of 28°43'28", and a chord bearing and distance of South 33°56'12" West, 515.95 feet;

In a southerly direction, with said curve to the right, an arc distance of 521.39 feet to a point for corner;

South 48°17'56" West, a distance of 443.44 feet to the POINT OF BEGINNING of the herein described tract of land, same being at the beginning of a tangent curve to the left with a radius of 1,160.00 feet, a central angle of 13°49'05", and a chord bearing and distance of South 41°23'23" West, 279.08 feet;

THENCE in a southerly direction, departing the easterly line of said 267.74-acre tract and crossing said 1722.364-acre tract and with said curve to the left, an arc distance of 279.76 feet to a point at the beginning of a reverse curve to the right with a radius of 268.00 feet, a central angle of 05°34'20", and a chord bearing and distance of South 37°16'01" West, 26.05 feet;

THENCE in a southerly direction, continuing across said 1722.364-acre tract and with said curve to the right, an arc distance of 26.06 feet to a point on the easterly line of said 267.74-acre tract, same being at the beginning of a non-tangent curve to the right with a radius of 1,160.00 feet, a central angle of 14°48'51", and a chord bearing and distance of North 40°53'30" East, 299.09 feet;

THENCE in a northerly direction, along the easterly line of said 267.74-acre tract and with said curve to the right, an arc distance of 299.92 feet to a point for corner;

THENCE North 48°17'56" East, continuing along the easterly line of said 267.74-acre tract, a distance of 6.04 feet to the POINT OF BEGINNING and containing 0.005 of an acre (224 sq. ft.) of land, more or less.

TRACT 6 - 0.039 ACRE

BEING a tract of land situated in the Charles L. Smith Survey, Abstract No. 1185, City of Frisco, Denton County, Texas and being a portion of a called 1722.364-acre tract of land described as Tract 3 in a Special Warranty Deed to FHQ Holdings, LP, recorded in Document No. 2018-93106, Official Records, Denton County, Texas, and in Instrument No. 20180807000990770, Official Public Records, Collin County, Texas, and being more particularly described as follows:

COMMENCING at the easternmost northeast corner of a called 267.74-acre tract of land described in a Special Warranty Deed to Fields Preserve Investment Partners, LP, recorded in Document No. 2021-125162, said Official Records, common to the easternmost southeast corner of Lot 1, Block A, PGA Frisco Addition, Block A, Lot 1, an addition to the City of Frisco, Texas, according to the plat thereof recorded in Document No. 2020-408, said Official Records;

THENCE along the easterly line of said 267.74-acre tract the following courses and distances:

South 19°34'28" West, a distance of 189.82 feet to a point at the beginning of a tangent curve to the right with a radius of 1,040.00 feet, a central angle of 28°43'28", and a chord bearing and distance of South 33°56'12" West, 515.95 feet;

In a southerly direction, with said curve to the right, an arc distance of 521.39 feet to a point for corner;

South 48°17'56" West, a distance of 449.48 feet to a point at the beginning of a tangent curve to the left with a radius of 1,160.00 feet, a central angle of 31°12'26", and a chord bearing and distance of South 32°41'43" West, 624.04 feet;

In a southerly direction, with said tangent curve to the left, an arc distance of 631.82 feet to the POINT OF BEGINNING of the herein described tract of land;

THENCE departing the easterly line of said 267.74-acre tract and crossing said 1722.364-acre tract the following courses and distances:

South 26°14'46" East, a distance of 4.60 feet to a point at the beginning of a non-tangent curve to the left with a radius of 1,160.00 feet, a central angle of 06°30'07", and a chord bearing and distance of South 13°25'13" West, 131.56 feet;

In a southerly direction, with said curve to the left, an arc distance of 131.63 feet to a point at the beginning of a reverse curve to the right with a radius of 503.00 feet, a central angle of 05°13'24", and a chord bearing and distance of South 12°46'51" West, 45.84 feet;

In a southerly direction, with said curve to the right, an arc distance of 45.85 feet to a point at the beginning of a reverse curve to the left with a radius of 527.00 feet, a central angle of 12°02'01", and a chord bearing and distance of South 09°22'32" West, 110.48 feet;

In a southerly direction, with said curve to the left, an arc distance of 110.68 feet to a point for corner;

South 00°05'47" West, a distance of 182.10 feet to a point for corner;

South 45°05'47" West, a distance of 6.35 feet to a point for corner on the easterly line of said 267.74-acre tract;

THENCE along the easterly line of said 267.74-acre tract the following courses and distances:

North 00°09'07" East, a distance of 152.67 feet to a point at the beginning of a non-tangent curve to the right with a radius of 700.00 feet, a central angle of 13°53'29", and a chord bearing and distance of North 08°34'32" East, 169.30 feet;

In a northerly direction, with said curve to the right, an arc distance of 169.72 feet to a point at the beginning of a non-tangent curve to the right with a radius of 1,160.00 feet, a central angle of 07°44'01", and a chord bearing and distance of North 13°13'29" East, 156.46 feet;

In a northerly direction, with said curve to the right, an arc distance of 156.58 feet to the POINT OF BEGINNING and containing 0.039 of an acre (1,685 sq. ft.) of land, more or less.

Fields East Village Investment Partners LP

BEING a tract of land situated in the Collin County School Land Survey, Abstract No. 148, and the William Rogers Survey, Abstract No. 780, City of Frisco, Collin County, Texas and being a portion of a called 545.090-acre tract of land described as Tract 2 in a deed to FHQ Holdings LP, recorded in Instrument No. 20180807000990770, Official Public Records of Collin County, Texas, and being more particularly described by metes and bounds as follows:

BEGINNING at a 1/2-inch iron rod found for the southeast corner of said Tract 2, common to the northwest corner of a called 80.006-acre tract of land described in a deed to Belknap FP, LTD., recorded in Volume 4288, Page 162, Deed Records, Collin County, Texas, same being on the westerly line of a 100-foot wide right-of-way to the Burlington Northern Santa Fe Railroad Company, recorded in Volume 128, Page 319, said Deed Records, same also being in a gravel road, known as Panther Creek Parkway (public use right-of-way, no record found);

THENCE South 89°37'33" West, along the common line of said Tract 2 and said 80.006-acre tract and along the northerly line of a called 137.311-acre tract of land described in a deed to Belknap FP, LTD., recorded in Volume 4288, Page 152, said Deed Records, and generally along said Panther Creek Parkway, a distance of 2393.12 feet to a point for corner;

THENCE departing the southerly line of said Tract 2 and the northerly line of said 137.311-acre tract and said Panther Creek Parkway and crossing said Tract 2 the following courses and distances:

North 9°25'44" West, a distance of 2089.36 feet to a point for corner;

North 51°58'34" East, a distance of 283.93 feet to a point at the beginning of a tangent curve to the right having a central angle of 15°57'13", a radius of 1000.15 feet, a chord bearing and distance of North 59°57'11" East, 277.59 feet;

In a northeasterly direction, with said curve to the right, an arc distance of 278.49 feet to a point for the end of said curve to the right;

North 67°55'48" East, a distance of 743.47 feet to a point at the beginning of a tangent curve to the left having a central angle of 40°21'11", a radius of 1200.18 feet, a chord bearing and distance of North 47°45'12" East, 827.92 feet;

In a northeasterly direction, with said curve to the left, an arc distance of 845.28 feet to a point for the end of said curve to the left;

North 27°34'37" East, a distance of 557.47 feet to a point for corner; South 62°25'23" East, a distance of 225.00 feet to a point for corner;

South 44°47'21" East, a distance of 420.86 feet to a point for corner; South 11°37'14" East, a distance of 677.63 feet to a point for corner; South 42°55'11" East, a distance of 637.50 feet to a point for corner;

South 78°40'51" East, a distance of 75.00 feet to a point for corner on the common line of said Tract 2 and the aforementioned Burlington tract;

THENCE South 11°19'09" West, a distance of 2183.83 feet to the POINT OF BEGINNING and containing 182.31 acres (7,941,435 sq. ft.) of land, more or less.

Fields Midtown East Investment Partners LP

BEING a tract of land situated in the Charles L. Smith Survey, Abstract No. 807, the Collin County School Land Survey, Abstract No. 148, and the William Rogers Survey, Abstract No. 780, City of Frisco, Collin County, Texas and being a portion of a called 545.090-acre tract of land described as Tract 2 in a deed to FHQ Holdings LP, recorded in Instrument No. 20180807000990770, Official Public Records of Collin County, Texas, and being more particularly described by metes and bounds as follows:

BEGINNING at the south corner of a corner clip at the intersection of the northerly right-of-way line of Panther Creek Parkway (variable width right-of-way, Document No. 2008-9801, said Official Records, and Instrument No. 20060131000133560, Official Public Records, Collin County, Texas) and the easterly right-of-way line of Dallas North Tollway (300-foot wide right-of-way, County Clerk's File No. 95-0069693, Deed Records, Collin County, Texas), common to a southwest corner of said Tract 2;

THENCE North 44°36'07" West, along said corner clip, a distance of 56.26 feet to the north corner of said corner clip;

THENCE along the common line of said Tract 2 and said Dallas North Tollway the following courses and distances: North 0°50'08" East, a distance of 6.98 feet to a point at the beginning of a tangent curve to the right having a central angle of 52°44'23", a radius of 2714.79 feet, a chord bearing and distance of North 27°12'20" East, 2411.62 feet;

In a northeasterly direction, with said curve to the right, an arc distance of 2498.91 feet to a point for the end of said curve to the right;

North 53°34'31" East, a distance of 2189.63 feet to a point for corner;

THENCE South 9°25'44" East, departing said common line and crossing said Tract 2, a distance of 3631.57 feet to a point for corner on the southerly line of said Tract 2, same being on the northerly line of a called 137.311-acre tract of land described in a deed to Belknap FP, LTD., recorded in Volume 4288, Page 152, said Deed Records, same also being in a gravel road, known as Panther Creek Parkway (public use right-of-way, no record found);

THENCE South 89°37'33" West, along the common line of said Tract 2 and said 137.311-acre tract and along said Panther Creek Parkway (no record found), a distance of 1859.67 feet to the northwest corner of said 137.311-acre tract, same being on the easterly line of Estates at Cobb Hill, Phase 2, an Addition to the City of Frisco, Texas, according to the plat thereof recorded in Volume 2006, Page 465, Plat Records, Collin County, Texas;

THENCE North 0°14'24" West, along the common line of said Tract 2 and said Estates at Cobb Hill, Phase 2, and along Panther Creek Parkway (Volume 2006, Page 465, said Plat Records), a distance of 23.35 feet to a 1/2-inch iron rod with plastic cap stamped "JBI" found for the northeast corner of said Estates at Cobb Hill, Phase 2;

THENCE South 89°58'29" West, continuing along said common line and the northerly right-of-way line of said Panther Creek Parkway (Volume 2006, Page 465, said Plat Records), a distance of 478.70 feet to a point for corner;

THENCE departing said common line and along the common line of said Tract 2 and the aforementioned Panther Creek Parkway (Document No. 2008-9801, said Official Records), the following courses and distances:
North 0°03'16" West, a distance of 60.00 feet to a point for corner;

South 89°58'29" West, a distance of 628.00 feet to a point for corner; North 86°15'11" West, a distance of 304.01 feet to a point for corner;

South 89°58'29" West, a distance of 150.10 feet to the POINT OF BEGINNING and containing 182.38 acres (7,944,479 sq. ft.) of land, more or less.

Fields Midtown West Investment Partners LP

BEING a tract of land situated in the William E. Bates Survey, Abstract No. 90, and in the Charles L. Smith Survey, Abstract No. 1185 and No. 807, and in the Collin County School Land Survey, Abstract No. 148, and in the Clayton Rodgers Survey, Abstract No. 1133, City of Frisco, Collin and Denton Counties, Texas and being a portion of a called 155.33-acre tract of land, described in a Special Warranty Deed to Fields Midtown West Investment Partners LP, recorded in Document No. 2021-125160, Official Records, Denton County, Texas, and in Instrument No. 20210713001409880, Official Public Records, Collin County, Texas, and being more particularly described by metes and bounds as follows:

BEGINNING at a 1/2-inch iron rod found on the northerly line of Panther Creek Parkway (a variable width right-of-way) for the westernmost southwest corner of said 155.33-acre tract;

THENCE North 00°06'24" West, along the westerly line of said 155.33-acre tract, a distance of 160.00 feet to a point for corner;

THENCE North 03°59'49" West, continuing along the westerly line of said 155.33-acre tract, a distance of 0.44 feet to a point for corner;

THENCE North 02°48'03" West, departing said westerly line and crossing said 155.33-acre tract, a distance of 149.81 feet to a point for corner;

THENCE North 00°07'34" West, continuing across said 155.33-acre tract, a distance of 337.19 feet to a point at the beginning of a curve to the right with a radius of 2,438.50 feet, a central angle of 05°10'36", and a chord bearing and distance of North 02°27'44" East, 220.24 feet;

THENCE in a northerly direction, continuing across said 155.33-acre tract and with said curve to the right, an arc distance of 220.31 feet to a point for corner on the westerly line of said 155.33-acre tract;

THENCE along said westerly line of said 155.33-acre tract line, the following courses and distances:

North 90°00'00" East, a distance of 542.17 feet to a point for corner;

South 60°09'08" East, a distance of 486.72 feet to a point at the beginning of a tangent curve to the left with a radius of 468.17 feet, a central angle of 15°30'47", and a chord bearing and distance of South 67°54'31" East, 126.37 feet;

In an easterly direction, with said curve to the left, an arc distance of 126.76 feet to a point at the beginning of a compound curve to the left with a radius of 347.97 feet, a central angle of 18°18'49", and a chord bearing and distance of South 84°49'19" East, 110.75 feet;

In an easterly direction, with said compound curve to the left, an arc distance of 111.22 feet to a point at the beginning of a compound curve to the left with a radius of 259.82 feet, a central angle of 24°27'08", and a chord bearing and distance of North 73°47'43" East, 110.04 feet;

In an easterly direction, with said compound curve to the left, an arc distance of 110.88 feet to a point at the beginning of a compound curve to the left with a radius of 171.98 feet, a central angle of 63°26'33", and a chord bearing and distance of North 29°50'52" East, 180.85 feet;

In a northerly direction, with said compound curve to the left, an arc distance of 190.43 feet to a point at the beginning of a compound curve to the left with a radius of 259.82 feet, a central angle of 24°27'08", and a chord bearing and distance of North 14°05'59" West, 110.04 feet;

In a northerly direction, with said compound curve to the left, an arc distance of 110.88 feet to a point at the beginning of a compound curve to the left with a radius of 347.97 feet, a central angle of 18°18'49", and a chord bearing and distance of North 35°28'57" West, 110.75 feet;

In a northerly direction, with said compound curve to the left, an arc distance of 111.22 feet to a point at the beginning of a compound curve to the left with a radius of 468.17 feet, a central angle of 15°30'47", and a chord bearing and distance of North 52°23'45" West, 126.37 feet;

In a westerly direction, with said compound curve to the left, an arc distance of 126.76 feet to a point for corner;

North 60°09'08" West, a distance of 543.67 feet to a point for corner;

North 89°12'11" West, a distance of 623.05 feet to a point at the beginning of a non-tangent curve to the right with a radius of 2,418.00 feet, a central angle of 00°10'30", and a chord bearing and distance of North 15°49'23" East, 7.38 feet;

In a northerly direction, with said curve to the right, an arc distance of 7.38 feet to a point for corner;

THENCE departing the westerly line of said 155.33-acre tract and crossing said 155.33-acre tract, the following courses and distances:

North 74°05'22" West, a distance of 14.50 feet to a point at the beginning of a non-tangent curve to the right with a radius of 2,432.50 feet, a central angle of 01°25'53", and a chord bearing and distance of North 16°37'34" East, 60.77 feet;

In a northerly direction, with said curve to the right, an arc distance of 60.77 feet to a point for corner;

North 68°45'23" West, a distance of 6.01 feet to a point at the beginning of a non-tangent curve to the right with a radius of 2,438.50 feet, a central angle of 07°04'38", and a chord bearing and distance of North 20°53'24" East, 301.01 feet;

In a northerly direction, with said curve to the right, an arc distance of 301.20 feet to a point at the beginning of a compound curve to the right with a radius of 2,438.50 feet, a central angle of 15°11'03", and a chord bearing and distance of North 32°01'14" East, 644.34 feet;

In a northerly direction, with said compound curve to the right, an arc distance of 646.23 feet to a point for corner;

North 39°36'31" East, a distance of 573.84 feet to a point at the beginning of a non-tangent curve to the left with a radius of 1,162.00 feet, a central angle of 17°54'44", and a chord bearing and distance of North 30°31'28" East, 361.80 feet;

In a northerly direction, with said curve to the left, an arc distance of 363.27 feet to a point at the beginning of a compound curve to the left with a radius of 1,162.00 feet, a central angle of 10°23'25", and a chord bearing and distance of North 16°22'23" East, 210.43 feet;

In a northerly direction, with said compound curve to the left, an arc distance of 210.72 feet to a point at the beginning of a reverse curve to the right with a radius of 503.00 feet, a central angle of 05°15'12", and a chord bearing and distance of North 13°48'17" East, 46.10 feet;

In a northerly direction, with said curve to the right, an arc distance of 46.12 feet to a point at the beginning of a reverse curve to the left with a radius of 527.00 feet, a central angle of 13°45'30", and a chord bearing and distance of North 09°33'08" East, 126.24 feet;

In a northerly direction, with said curve to the left, an arc distance of 126.55 feet to a point for corner;

North 00°05'47" East, a distance of 161.14 feet to a point for corner;

North 45°32'03" East, a distance of 56.19 feet to a point at the beginning of a non-tangent curve to the right with a radius of 2,818.00 feet, a central angle of 03°15'22", and a chord bearing and distance of South 87°21'50" East, 160.13 feet;

In an easterly direction, with said curve to the right, an arc distance of 160.15 feet to a point for corner;

South 88°02'07" East, a distance of 150.08 feet to a point at the beginning of a non-tangent curve to the right with a radius of 2,828.00 feet, a central angle of 16°32'27", and a chord bearing and distance of South 74°25'33" East, 813.59 feet;

In an easterly direction, with said curve to the right, an arc distance of 816.42 feet to a point for corner;

South 66°09'20" East, a distance of 113.26 feet to a point at the beginning of a tangent curve to the right with a radius of 1,934.00 feet, a central angle of 16°46'41", and a chord bearing and distance of South 57°45'59" East, 564.32 feet;

In an easterly direction, with said curve to the right, an arc distance of 566.34 feet to a point at the beginning of a compound curve to the right with a radius of 1,088.00 feet, a central angle of 12°16'28", and a chord bearing and distance of South 43°14'24" East, 232.64 feet;

In a southerly direction, with said compound curve to the right, an arc distance of 233.08 feet to a point at the beginning of a reverse curve to the left with a radius of 1,112.00 feet, a central angle of 03°24'03", and a chord bearing and distance of South 38°48'12" East, 65.99 feet;

In a southerly direction, with said curve to the left, an arc distance of 66.00 feet to a point at the beginning of a reverse curve to the right with a radius of 1,920.00 feet, a central angle of 04°04'44", and a chord bearing and distance of South 38°27'51" East, 136.66 feet;

In a southerly direction, with said curve to the right, an arc distance of 136.69 feet to a point for corner;

South 36°25'29" East, a distance of 120.47 feet to a point for corner;

South 08°31'53" West, a distance of 63.66 feet to a point for corner;

South 53°29'16" West, a distance of 40.27 feet to a point at the beginning of a tangent curve to the left with a radius of 3,282.00 feet, a central angle of 01°48'25", and a chord bearing and distance of South 52°35'03" West, 103.50 feet;

In a westerly direction, with said curve to the left, an arc distance of 103.50 feet to a point for corner;

South 38°08'41" East, a distance of 23.92 feet to a point on the easterly line of said 155.33-acre tract, same being on the westerly right-of-way line of Dallas North Tollway (a 300-foot wide Public Right-of-Way, County Clerk File No. 95-006993, Deed Records, Collin County, Texas), same being at the beginning of a non-tangent curve to the left with a radius of 3,014.79 feet, a central angle of 50°51'00", and a chord bearing and distance of South 26°15'38" West, 2,588.67 feet;

THENCE in a southerly direction, along the common line of said 155.33-acre tract and said Dallas North Tollway and with said curve to the left, an arc distance of 2,675.62 feet to a point for corner;

THENCE South 00°50'08" West, continuing along said common line, a distance of 12.41 feet to the north corner of a corner clip at the intersection of the westerly right-of-way line of said Dallas North Tollway and the northerly right-of-way line of the aforementioned Panther Creek Parkway;

THENCE South 45°09'45" West, along said corner clip, a distance of 57.76 feet to the south corner of said corner clip;

THENCE along the common line of said 155.33-acre tract and said Panther Creek Parkway, the following courses and distances:

South 89°30'18" West, a distance of 156.10 feet to a point for corner;

South 85°46'42" West, a distance of 307.70 feet to a 1/2-inch iron rod found for corner;

South 89°30'18" West, a distance of 1,150.26 feet to a point for corner;

North 86°50'00" West, a distance of 156.59 feet to a point for corner;

South 89°30'18" West, a distance of 159.27 feet to a point for corner;

North 45°18'40" West, a distance of 56.39 feet to a point for corner;

South 89°42'37" West, a distance of 0.03 feet to the POINT OF BEGINNING and containing 153.338 acres (6,679,411 sq. ft.) of land, more or less.

Fields Point East Investment Partners LP

BEING a tract of land situated in the Collin County School Land Survey, Abstract No. 148, City of Frisco, Collin County, Texas and being a portion of a called 545.090-acre tract of land described as Tract 2 in a deed to FHQ Holdings LP, recorded in Instrument No. 20180807000990770, Official Public Records of Collin County, Texas, and being more particularly described by metes and bounds as follows:

BEGINNING at the northwest corner of said Tract 2, common to the southwest corner of a called 5.698-acre tract of land described in a deed to Texas Public Realty, LTD., recorded in Instrument No. 20161027001461850, Official Public Records, Collin County, Texas, same being on the easterly right-of-way line of Dallas North Tollway (300-foot wide right-of-way, County Clerk's File No. 95-0069693, Deed Records, Collin County, Texas);

THENCE North 89°14'40" East, departing the easterly right-of-way line of said Dallas North Tollway and along the common line of said Tract 2 and said 5.698-acre tract, a distance of 1885.90 feet to a 1/2-inch iron rod with plastic cap stamped "HALFF ESMT" found for the northeast corner of said Tract 2, common to the southeast corner of said 5.698-acre tract, same being on the westerly line of a 100-foot wide right-of-way to the Burlington Northern Santa Fe Railroad Company, recorded in Volume 128, Page 319, Deed Records, Collin County, Texas;

THENCE South 11°19'09" West, along the common line of said Tract 2 and said Burlington tract, a distance of 3326.14 feet to a point for corner;

THENCE departing said common line and crossing said Tract 2 the following courses and

distances: North 78°40'51" West, a distance of 75.00 feet to a point for corner;

North 42°55'11" West, a distance of 637.50 feet to a point for corner;

North 11°37'14" West, a distance of 677.63 feet to a point for corner; North

44°47'21" West, a distance of 420.86 feet to a point for corner; North

62°25'23" West, a distance of 225.00 feet to a point for corner;

South 27°34'37" West, a distance of 557.47 feet to a point at the beginning of a tangent curve to the right having a central angle of 40°21'11", a radius of 1200.18 feet, a chord bearing and distance of South 47°45'12" West, 827.92 feet;

In a southwesterly direction, with said curve to the right, an arc distance of 845.28 feet to a point for the end of said curve to the right;

South 67°55'48" West, a distance of 743.47 feet to a point at the beginning of a tangent curve to the left having a central angle of 15°57'13", a radius of 1000.15 feet, a chord bearing and distance of South 59°57'11" West, 277.59 feet;

In a southwesterly direction, with said curve to the left, an arc distance of 278.49 feet to a point for the end of said curve to the left;

South 51°58'34" West, a distance of 283.93 feet to a point for corner;

North 9°25'44" West, a distance of 1542.22 feet to a point for corner on the westerly line of said Tract 2, same being on the easterly right-of-way line of the aforementioned Dallas North Tollway;

THENCE North 53°34'31" East, along the common line of said Tract 2 and said Dallas North Tollway, a distance of 1796.04 feet to a 1/2-inch iron rod with plastic cap stamped "HALFF ESMT" found at the beginning of a tangent curve to the left having a central angle of 17°37'08", a radius of 3424.07 feet, a chord bearing and distance of North 44°45'57" East, 1048.78 feet;

THENCE in a northeasterly direction, continuing along said common line and with said curve to the left, an arc distance of 1052.93 feet to the POINT OF BEGINNING and containing 180.40 acres (7,858,224 sq. ft.) of land, more or less.

Fields Point West Investment Partners LP

BEING a tract of land situated in the Charles L. Smith Survey, Abstract No. 807 and No. 1185, and in the Collin County School Land Survey, Abstract No. 148, City of Frisco, Denton and Collin Counties, Texas, and being a portion of a called 224.19-acre tract of land described in a Special Warranty Deed to Fields Point West Investment Partners LP, recorded in Document No. 2021-125161, Official Records, Denton County, Texas, and Instrument No. 20210713001409900, Official Public Records, Collin County, Texas, and being more particularly described by metes and bounds as follows:

BEGINNING at a metal fence post corner found for the southernmost southwest corner of a called 53.7808-acre tract described in a Special Warranty Deed to Lynn Family Holdings, Ltd., recorded in Instrument No. 20120706000819250, said Official Public Records, common to an angle point in the northerly line of said 224.19-acre tract;

THENCE North 89°06'57" East, along the northerly line of said 224.19-acre tract and the southerly line of said 53.7808-acre tract, a distance of 931.19 feet to a 1/2-inch iron rod found for the southeast corner of said 53.7808-acre tract, common to the southwest corner of a called 67.003-acre tract of land described in a Special Warranty Deed to Triad Frisco Partners, LLC, recorded in Instrument No. 20150317000290830, said Official Public Records;

THENCE North 89°15'36" East, continuing along the northerly line of said 224.19-acre tract and along the southerly line of said 67.003-acre tract, a distance of 1,055.56 feet to the easternmost northeast corner of said 224.19-acre tract, common to the southeast corner of said 67.003-acre tract, same being on the westerly right-of-way line of Dallas North Tollway (300-foot wide public right-of-way, County Clerk File No. 95-0069693, Deed Records, Collin County, Texas, same also being at the beginning of a non-tangent curve to the right with a radius of 3,124.05 feet, a central angle of 13°23'49", and a chord bearing and distance of South 46°52'36" West, 728.81 feet,

THENCE in a westerly direction, along the common line of said 224.19-acre tract and said Dallas North Tollway, and with said curve to the right, an arc distance of 730.47 feet to a 1/2-inch iron rod with plastic cap stamped "HALFF ESMT" found for corner;

THENCE, South 53°34'31" West, continuing along said common line, a distance of 3,325.07 feet to a point for corner;

THENCE departing said common line and crossing said 224.19-acres, the following courses and distances:

North 36°25'29" West, a distance of 35.14 feet to a point for corner;

South 53°33'22" West, a distance of 384.00 feet to a point for corner;

North 81°25'29" West, a distance of 39.60 feet to a point for corner;

North 36°25'29" West, a distance of 27.80 feet to a point at the beginning of a tangent curve to the left with a radius of 2,759.00 feet, a central angle of 02°27'02", and a chord bearing and distance of North 37°39'00" West, 118.00 feet;

In a northerly direction, with said curve to the left, an arc distance of 118.01 feet to a point at the beginning of a reverse curve to the right with a radius of 1,941.00 feet, a central angle of 00°59'38", and a chord bearing and distance of North 38°22'42" West, 33.67 feet;

In a northerly direction, with said curve to the right, an arc distance of 33.67 feet to a point at the beginning of a reverse curve to the left with a radius of 2,077.00 feet, a central angle of 02°07'21", and a chord bearing and distance of North 38°56'34" West, 76.93 feet;

In a northerly direction, with said curve to the left, an arc distance of 76.94 feet to a point at the beginning of a non-tangent curve to the left with a radius of 2,075.86 feet, a central angle of 08°17'15", and a chord bearing and distance of North 46°14'58" West, 300.00 feet;

In a westerly direction, with said curve to the left, an arc distance of 300.26 feet to a point at the beginning of a non-tangent curve to the left with a radius of 2,066.00 feet, a central angle of 03°56'37", and a chord bearing and distance of North 50°16'31" West, 142.18 feet;

In a westerly direction, with said curve to the left, an arc distance of 142.21 feet to a point at the beginning of a compound curve to the left with a radius of 2,066.00 feet, a central angle of 13°54'03", and a chord bearing and distance of North 59°11'51" West, 500.01 feet;

In a westerly direction, with said compound curve to the left, an arc distance of 501.24 feet to a point for corner;

North 66°09'20" West, a distance of 113.54 feet to a point at the beginning of a tangent curve to the left with a radius of 2,960.00 feet, a central angle of 10°55'30", and a chord bearing and distance of North 71°37'05" West, 563.55 feet;

In a westerly direction, with said curve to the left, an arc distance of 564.41 feet to a point at the beginning of a compound curve to the left with a radius of 2,960.00 feet, a central angle of 03°44'44", and a chord bearing and distance of North 78°57'12" West, 193.47 feet;

In a westerly direction, with said compound curve to the left, an arc distance of 193.50 feet to a point for corner;

North 80°16'05" West, a distance of 193.53 feet to a point at the beginning of a tangent curve to the left with a radius of 527.00 feet, a central angle of 05°13'20", and a chord bearing and distance of North 82°52'45" West, 48.02 feet;

In a westerly direction, with said curve to the left, an arc distance of 48.03 feet to a point at the beginning of a compound curve to the left with a radius of 2,970.00 feet, a central angle of 03°32'57", and a chord bearing and distance of North 87°15'54" West, 183.95 feet;

In a westerly direction, with said compound curve to the left, an arc distance of 183.98 feet to a point for corner;

North 44°21'14" West, a distance of 57.11 feet to a point for corner;

North 00°05'47" East, a distance of 159.23 feet to a point for corner;

North 03°43'03" West, a distance of 81.61 feet to a point at the beginning of a non-tangent curve to the right with a radius of 1,040.00 feet, a central angle of 42°49'42", and a chord bearing and distance of North 26°53'04" East, 759.42 feet;

In a northerly direction, with said non-tangent curve to the right, an arc distance of 777.40 feet to a point for corner on the westerly line of said 224.19-acre tract;

THENCE North 48°17'56" East, along the westerly line of said 224.19-acre tract, a distance of 427.34 feet to a point at the beginning of a tangent curve to the left with a radius of 1,160.00 feet, a central angle of 27°38'22", and a chord bearing and distance of North 34°28'45" East, 554.17 feet;

THENCE In a northerly direction continuing along the westerly line of said 224.19-acre tract and with said curve to the left, an arc distance of 559.58 feet to a point for corner;

THENCE departing the westerly line of said 224.19-acre tract and crossing said 224.19-acre tract the following courses and distances:

South 69°20'26" East, a distance of 10.00 feet to a point at the beginning of a non-tangent curve to the left with a radius of 1,170.00 feet, a central angle of 01°05'06", and a chord bearing and distance of North 20°07'01" East, 22.16 feet;

In a northerly direction, with said curve to the left, an arc distance of 22.16 feet to a point for corner;

North 19°34'28" East, a distance of 235.84 feet to a point for corner on the northerly line of said 224.19-acre tract, same being on the southerly line of a called 179.5349-acre tract of land described as Tract 2 in a Special Warranty Deed to Rockhill I, LP, recorded in Document No. 2018-144671, said Official Records;

THENCE South 89°55'05" East, along the northerly line of said 224.19-acre tract and the southerly line of said Tract 2 and the westerly line of the aforementioned 53.7808-acre tract, a distance of 2,726.20 feet to the northernmost northeast corner of said 224.19-acre tract, common to an angle point in the westerly line of said 53.7808-acre tract;

THENCE South 00°03'54" East, continuing along the northerly line of said 224.19-acre tract and along the westerly line of said 53.7808-acre tract, a distance of 361.66 feet to the POINT OF BEGINNING and containing 222.554 acres (9,694,460 sq. ft.) of land, more or less.

Fields Preserve Investment Partners LP

BEING a tract of land situated in the Reuben H. Bates Survey, Abstract No. 68, the John T. Landrum Survey, Abstract No. 764, the Memphis, El Paso and Pacific Railroad Company Survey, Abstract No. 941, the William E. Bates Survey, Abstract No. 90, the John R. Hague Survey, Abstract No. 1714, and the Charles L. Smith Survey, Abstract Nos. 807 and 1185, City of Frisco, Collin and Denton Counties, Texas, and being a portion of a called 267.74-acre tract of land described in a Special Warranty Deed to Fields Preserve Investment Partners, LP, recorded in Document No. 2021-125162, said Official Records and in Instrument No. 20210713001409910, Official Public Records, Collin County, Texas, and being more particularly described by metes and bounds as follows:

BEGINNING at a wooden fence corner post found for the southwest corner of a called 2.1799-acre tract of land described as Tract 3 in a Special Warranty Deed to Rockhill Legacy I, LP, recorded in Document No. 2018-144671, said Official Records, common to an angle point in the northerly line of said 267.74-acre tract and an angle point in

the southerly line of Lot 1, Block A, PGA Frisco Addition, Block A, Lot 1, an addition to the City of Frisco, Texas, according to the plat thereof recorded in Document No. 2020-408, said Official Records;

THENCE South 89°55'05" East, along the common line of said 267.74-acre tract and said Lot 1, a distance of 970.87 feet to a point for corner;

THENCE departing said common line and crossing said 267.74-acre tract the following courses and distances:

South 19°34'28" West, a distance of 186.28 feet to a point at the beginning of a tangent curve to the right with a radius of 1,030.00 feet, a central angle of 02°15'18", and a chord bearing and distance of South 20°42'07" West, 40.53 feet;

In a southerly direction, with said curve to the right, an arc distance of 40.54 feet to a point for corner;

South 68°10'15" East, a distance of 10.00 feet to a point for corner on the easterly line of said 267.74-acre tract, same being at the beginning of a non-tangent curve to the right with a radius of 1,040.00 feet, a central angle of 26°28'10", and a chord bearing and distance of South 35°03'51" West, 476.20 feet;

THENCE along the easterly line of said 267.74-acre tract the following courses and distances:

In a southerly direction, with said non-tangent curve to the right, an arc distance of 480.46 feet to a point for corner;

South 48°17'56" West, a distance of 449.48 feet to a point at the beginning of a tangent curve to the left with a radius of 1,160.00 feet, a central angle of 14°48'51", and a chord bearing and distance of South 40°53'30" West, 299.09 feet;

In a southerly direction, with said curve to the left, an arc distance of 299.92 feet to a point at the beginning of a non-tangent curve to the right with a radius of 268.00 feet, a central angle of 03°19'07", and a chord bearing and distance of South 41°42'44" West, 15.52 feet;

THENCE departing the easterly line of said 267.74-acre tract and crossing said 267.74-acre tract the following courses and distances:

In a southerly direction, with said curve to the right, an arc distance of 15.52 feet to a point at the beginning of a reverse curve to the left with a radius of 292.00 feet, a central angle of 14°32'30", and a chord bearing and distance of South 36°06'03" West, 73.91 feet;

In a southerly direction, with said curve to the left, an arc distance of 74.11 feet to a point at the beginning of a compound curve to the left with a radius of 1,171.00 feet, a central angle of 05°37'01", and a chord bearing and distance of South 26°01'17" West, 114.75 feet;

In a southerly direction, with said compound curve to the left, an arc distance of 114.80 feet to a point for corner;

South 66°24'37" West, a distance of 36.08 feet to a point for corner;

South 20°13'13" West, a distance of 83.00 feet to a point for corner;

South 69°46'50" East, a distance of 11.39 feet to a point for corner;

South 26°14'46" East, a distance of 31.65 feet to a point for corner on the easterly line of said 267.74-acre tract, same being at the beginning of a non-tangent curve to the left with a radius of 1,160.00 feet, a central angle of 07°44'01", and a chord bearing and distance of South 13°13'29" West, 156.46 feet;

THENCE along the easterly line of said 267.74-acre tract the following courses and distances:

In a southerly direction, with said curve to the left, an arc distance of 156.58 feet to a point at the beginning of a non-tangent curve to the left with a radius of 700.00 feet, a central angle of 13°53'29", and a chord bearing and distance of South 08°34'32" West, 169.30 feet;

In a southerly direction, with said curve to the left, an arc distance of 169.72 feet to a point for corner;

South 00°09'07" West, a distance of 152.67 feet to a point for corner;

THENCE departing the easterly line of said 267.74-acre tract and crossing said 267.74-acre tract the following courses and distances:

South 45°05'47" West, a distance of 50.22 feet to a point for corner;

North 89°54'13" West, a distance of 164.97 feet to a point for corner;

South 84°38'46" West, a distance of 150.86 feet to a point at the beginning of a non-tangent curve to the left with a radius of 1,560.00 feet, a central angle of 09°31'40", and a chord bearing and distance of South 81°03'47" West, 259.11 feet;

In a westerly direction, with said curve to the left, an arc distance of 259.41 feet to a point for corner;

South 76°17'58" West, a distance of 319.26 feet to a point at the beginning of a tangent curve to the left with a radius of 8,012.00 feet, a central angle of 00°53'50", and a chord bearing and distance of South 75°51'03" West, 125.46 feet;

In a westerly direction, with said curve to the left, an arc distance of 125.46 feet to a point at the beginning of a reverse curve to the right with a radius of 1,808.00 feet, a central angle of 19°23'57", and a chord bearing and distance of South 85°06'06" West, 609.23 feet;

In a westerly direction, with said curve to the right, an arc distance of 612.15 feet to a point for corner on the southerly line of said 267.74-acre tract, same being at the beginning of a non-tangent curve to the right with a radius of 1,955.00 feet, a central angle of 10°17'26", and a chord bearing and distance of North 79°29'22" West, 350.65 feet;

THENCE in a westerly direction, along the southerly line of said 267.74-acre tract and with said curve to the right, an arc distance of 351.12 feet to a point at the beginning of a non-tangent curve to the right with a radius of 63.00 feet, a central angle of 14°59'13", and a chord bearing and distance of North 35°50'32" West, 16.43 feet;

THENCE departing the southerly line of said 267.74-acre tract and crossing said 267.74-acre tract the following courses and distances:

In a northerly direction, with said curve to the right, an arc distance of 16.48 feet to a point for corner;

North 28°20'56" West, a distance of 21.97 feet to a point at the beginning of a tangent curve to the right with a radius of 33.00 feet, a central angle of 31°03'48", and a chord bearing and distance of North 12°49'02" West, 17.67 feet;

In a northerly direction, with said curve to the right, an arc distance of 17.89 feet to a point at the beginning of a compound curve to the right with a radius of 85.00 feet, a central angle of 17°58'21", and a chord bearing and distance of North 11°42'04" East, 26.55 feet;

In a northerly direction, with said compound curve to the right, an arc distance of 26.66 feet to a point for corner;

North 73°49'17" West, a distance of 93.29 feet to a point at the beginning of a non-tangent curve to the right with a radius of 80.00 feet, a central angle of 07°17'02", and a chord bearing and distance of South 13°02'42" West, 10.16 feet;

In a southerly direction, with said curve to the right, an arc distance of 10.17 feet to a point at the beginning of a compound curve to the right with a radius of 33.00 feet, a central angle of 71°54'36", and a chord bearing and distance of South 52°38'31" West, 38.75 feet;

In a westerly direction, with said compound curve to the right, an arc distance of 41.42 feet to a point for corner;

South 88°35'49" West, a distance of 39.86 feet to a point at the beginning of a tangent curve to the right with a radius of 263.00 feet, a central angle of 16°42'53", and a chord bearing and distance of North 83°02'45" West, 76.45 feet;

In a westerly direction, with said curve to the right, an arc distance of 76.72 feet to a point on the southerly line of said 267.74-acre tract, same being at the beginning of a reverse curve to the left with a radius of 3,045.00 feet, a central angle of 17°13'40", and a chord bearing and distance of North 83°18'08" West, 912.13 feet;

THENCE in a westerly direction, along the southerly line of said 267.74-acre tract and with said curve to the left, an arc distance of 915.57 feet to a point at the beginning of a non-tangent curve to the right with a radius of 98.00 feet, a central angle of 45°08'59", and a chord bearing and distance of North 32°40'12" West, 75.24 feet;

THENCE departing the southerly line of said 267.74-acre tract and crossing said 267.74-acre tract the following courses and distances:

In a northerly direction, with said curve to the right, an arc distance of 77.23 feet to a point for corner;

South 86°26'17" West, a distance of 94.22 feet to a point for corner;

South 10°08'41" East, a distance of 6.85 feet to a point at the beginning of a non-tangent curve to the right with a radius of 65.63 feet, a central angle of 03°56'42", and a chord bearing and distance of South 07°51'42" East, 4.52 feet;

In a southerly direction, with said curve to the right, an arc distance of 4.52 feet to a point at the beginning of a non-tangent curve to the right with a radius of 33.00 feet, a central angle of 73°19'17", and a chord bearing and distance of South 30°46'50" West, 39.41 feet;

In a southerly direction, with said curve to the right, an arc distance of 42.23 feet to a point for corner;

South 67°26'28" West, a distance of 38.48 feet to a point at the beginning of a tangent curve to the right with a radius of 238.00 feet, a central angle of 15°52'59", and a chord bearing and distance of South 75°22'58" West, 65.77 feet;

In a westerly direction, with said curve to the right, an arc distance of 65.98 feet to a point on the southerly line of said 267.74-acre tract, same being at the beginning of a reverse curve to the left with a radius of 3,045.00 feet, a central angle of 11°53'12", and a chord bearing and distance of South 77°22'51" West, 630.59 feet;

THENCE in a westerly direction, along the southerly line of said 267.74-acre tract and with said reverse curve to the left, an arc distance of 631.72 feet to a point for corner;

THENCE South 71°26'15" West, continuing along the southerly line of said 267.74-acre tract, a distance of 200.10 feet to a point for corner;

THENCE North 18°34'59" West, departing the southerly line of said 26.74-acre tract and crossing said 267.74-acre tract, a distance of 12.50 feet to a point for corner;

THENCE South 71°26'15" West, continuing across said 267.74-acre tract, a distance of 221.83 feet to a point for corner on the common line of said 267.74-acre tract and the aforementioned Lot 1;

THENCE along said common line the following courses and distances:

North 07°40'16" West, a distance of 245.92 feet to a point for corner;

North 18°52'09" West, a distance of 685.19 feet to a point for corner;

North 53°47'04" West, a distance of 254.77 feet to a point for corner;

North 12°40'43" East, a distance of 281.40 feet to a point for corner;

North 54°08'40" East, a distance of 260.69 feet to a point for corner;
North 14°13'21" East, a distance of 207.82 feet to a point for corner;
North 24°54'29" East, a distance of 411.17 feet to a point for corner;
North 33°27'25" East, a distance of 487.53 feet to a point for corner;
North 71°50'41" East, a distance of 335.97 feet to a point for corner;
North 51°28'26" East, a distance of 709.70 feet to a point for corner;
North 75°33'22" East, a distance of 278.76 feet to a point for corner;
North 63°42'18" East, a distance of 702.70 feet to a point for corner;
North 81°53'14" East, a distance of 366.29 feet to a point for corner;
South 77°40'01" East, a distance of 171.20 feet to a point for corner;
South 52°01'26" East, a distance of 181.67 feet to a point for corner;
South 36°30'33" East, a distance of 159.88 feet to a point for corner;
South 66°10'08" East, a distance of 210.57 feet to a point for corner;
South 18°06'39" East, a distance of 97.32 feet to a point for corner;
South 34°02'30" West, a distance of 163.32 feet to a point for corner;
South 29°56'00" West, a distance of 673.75 feet to a point for corner;
South 26°12'44" West, a distance of 376.97 feet to a point for corner;
South 18°33'33" West, a distance of 421.88 feet to a point for corner;
South 11°07'06" East, a distance of 153.19 feet to a point for corner;
South 56°47'02" East, a distance of 212.13 feet to a point for corner;
South 89°10'14" East, a distance of 252.64 feet to a point for corner;
North 81°56'09" East, a distance of 150.33 feet to a point for corner;
North 48°03'39" East, a distance of 473.73 feet to a point for corner;
North 22°33'21" East, a distance of 200.65 feet to a point for corner;
North 46°37'38" East, a distance of 352.07 feet to a point for corner;
North 49°15'27" East, a distance of 421.84 feet to a point for corner;
North 80°03'04" East, a distance of 583.34 feet to a point for corner;
South 00°34'51" West, a distance of 204.39 feet to the POINT OF BEGINNING and containing 266.674 acres (11,616,313 sq. ft.) of land, more or less.

Fields University Village Investment Partners LP

BEING a tract of land situated in the Collin County School Land Survey, Abstract No. 148 and the Benjamin J. Naugle Survey, Abstract No. 669, City of Frisco, Collin County, Texas and being all of Tract 1 (called 278.235-acres) as described in a Special Warranty Deed to FHQ Holdings LP, recorded in Instrument No. 20180807000990770, Official Public Records of Collin County, Texas, and being more particularly described as follows:

BEGINNING at northeast corner of said Tract 1 (called 278.235-acres), same being the intersection of the southerly right of way line of County Road 24, as created in a deed to the City of Frisco, recorded in Instrument No. 20140716000737770, Official Public Records, Collin County, Texas with the westerly right of way line of State Highway 289 (Preston Road), as created in a deed to the State of Texas, recorded in Instrument No. 20080417000459060, Official Public Records, Collin County, Texas;

THENCE in a southerly direction, along the westerly right of way line of State Highway 289 (Preston Road), the following:

South 00°26'15" East, generally along a barbed wire fence for part of the way, a distance of 93.11 feet to a wooden fence corner post found for a corner;

South 18°03'14" West, continuing generally along said barbed wire fence, a distance of 75.67 feet to a wooden fence corner post found for a corner;

South 00°26'14" East, continuing generally along said barbed wire fence, a distance of 48.51 feet to a 5/8-inch iron rod with a red plastic cap, stamped "KHA" set for a corner;

South 18°49'04" East, continuing generally along said barbed wire fence, a distance of 76.11 feet to a 5/8-inch iron rod with a red plastic cap, stamped "KHA" set for a corner;

South 00°26'21" East, continuing generally along said barbed wire fence, a distance of 1565.43 feet to an aluminum TXDoT right of way monument found for a corner;

South 02°54'39" West, continuing generally along said barbed wire fence, a distance of 221.85 feet to an aluminum TXDoT right of way monument found for a corner;

South 00°24'53" East, continuing generally along said barbed wire fence, a distance of 569.34 feet to a 5/8-inch iron rod with a red plastic cap, stamped "KHA" set for a corner;

South 02°38'01" East, continuing generally along said barbed wire fence for part of the way, a distance of 21.73 feet to a point in a gravel road, known as Panther Creek Parkway, same being the southeast corner of said Tract 1 (called 278.235-acres), same also being on the northerly line of a called 400.740 acre tract, known as "Tract 2", described in a deed to Panther Creek on Preston, LP, recorded in Instrument No. 20131107001517630, Official Public Records, Collin County, Texas;

THENCE South 89°23'54" West, departing the westerly right of way line of State Highway 289 (Preston Road), along the southerly line of said Tract 1 (called 278.235-acres) and generally along said Panther Creek Road, a distance of 4872.51 feet to a 5/8-inch iron rod with a red plastic cap, stamped "KHA" set for the southwest corner of said Tract 1 (called 278.235-acres), same being on the easterly line of a 100' wide Burlington Northern Santa Fe Railroad right of way as created in a deed to the St. Louis, San Francisco and Texas Railway Company, recorded in Volume 128, Page 319, Deed Records, Collin County, Texas, from said corner, a found 1/2-inch iron rod bears North 89°24' East, 4.18 feet and a found aluminum disk, stamped "CPLS RPLS 5210" bears South 08°32' West, 24.48 feet;

THENCE North 11°19'09" East, along the westerly line of said Tract 1 (called 278.235-acres), the easterly line of said line of said 100' wide railroad right of way, and generally along the meanders of a barbed wire fence for part of the way, a distance of 2689.71 feet to the southwest corner of aforesaid City of Frisco tract, recorded in Instrument No. 20140716000737770, same being in aforesaid County Road 24, from said corner, a found 1/2-inch iron rod bears North 16°15' East, 1.33 feet and a found 1/2-inch iron rod with a plastic cap, stamped "GULLETT ASSOC", bears South 19°30' West, 15.19 feet;

THENCE in an easterly direction, departing said railroad right of way and along the southerly line of said City of Frisco tract, the following:

North 89°58'43" East, a distance of 2181.75 feet to a point for corner, from which, a found 1/2-inch iron rod with a plastic cap, stamped "MSI WITNESS" bears South 76°54' West, 11.38 feet, and a found PK nail bears North 77°40' West, 25.41 feet;

North 87°50'42" East, a distance of 1420.81 feet to a 5/8-inch iron rod with a red plastic cap, stamped "KHA" set for a corner, from which, a found 1-inch iron rod bears North 62°56' West, 2.16 feet;

North 00°07'09" West, a distance of 22.00 feet to a 5/8-inch iron rod with a red plastic cap, stamped "KHA" set for a corner;

North 89°54'43" East, a distance of 734.78 feet to the POINT OF BEGINNING and containing 278.23 acres (12,119,912 sq. ft.) of land, more or less.

North Fields Investment Partners LP

BEING a tract of land situated in the Carter Jackson Survey, Abstract No. 665, and the Louisa Netherly Survey, Abstract No. 962, City of Frisco, Denton County, Texas and being a portion of a called 1,722.364-acre tract of land described as Tract 3 in a deed to FHQ Holdings LP, recorded in Document No. 2018-93106, Official Records, Denton County, Texas, and being more particularly described by metes and bounds as follows:

BEGINNING at a 5/8-inch iron rod with plastic cap stamped "KHA" found for the south corner of a corner clip at the intersection of the northerly right-of-way line of PGA Parkway (variable width right-of-way) and the easterly right-of-way line of North Teel Parkway (variable width right-of-way);

THENCE North 45°25'14" West, along said corner clip, a distance of 56.47 feet to a 5/8-inch iron rod with plastic cap stamped "KHA" found for the north corner of said corner clip;

THENCE along the easterly right-of-way line of said North Teel Parkway the following courses and distances: North 0°19'11" West, a distance of 304.14 feet to a 5/8-inch iron rod with plastic cap stamped "KHA" found for corner;

North 4°07'49" West, a distance of 150.46 feet to a point for corner; North 0°19'11" West, a distance of 79.20 feet to a point for corner; North 3°28'13" East, a distance of 310.75 feet to a point for corner;

North 0°20'34" West, a distance of 299.99 feet to the south corner of a corner clip at the intersection of the easterly right-of-way line of said North Teel Parkway and the southerly right-of-way line of U.S. Highway No. 380 (variable width right-of-way);

THENCE North 44°45'21" East, along said corner clip, a distance of 156.98 feet to the north corner of said corner clip, same being on the northerly line of said Tract 3;

THENCE North 88°35'46" East, along the common line of said Tract 3 and said U.S. Highway 380, a distance of 4320.75 feet to a point for the intersection of the southerly right-of-way line of said U.S. Highway 380 and the westerly right-of-way line of Legacy Drive (variable width right-of-way);

THENCE departing said common line and along the westerly right-of-way line of said Legacy Drive the following courses and distances: South 1°26'03" East, a distance of 81.89 feet to a point for corner;

South 46°26'03" East, a distance of 93.66 feet to a point for corner;

South 0°19'39" East, a distance of 235.01 feet to a point for corner;

South 4°08'30" East, a distance of 300.67 feet to a point for corner;

South 0°19'39" East, a distance of 309.33 feet to a point for corner;

South 0°51'19" East, a distance of 295.55 feet to a point for corner;

South 2°57'27" West, a distance of 150.37 feet to a point for corner;

South 0°51'19" East, a distance of 204.36 feet to a 5/8-inch iron rod with plastic cap stamped "KHA" found for the north corner of a corner clip at the intersection of the westerly right-of-way line of said Legacy Drive and the northerly right-of-way line of the aforementioned PGA Parkway;

THENCE South 44°26'40" West, along said corner clip, a distance of 56.59 feet to a 5/8-inch iron rod with plastic cap stamped "KHA" found for the south corner of said corner clip;

THENCE along the northerly right-of-way line of said PGA Parkway the following courses and distances:

South 89°25'31" West, a distance of 53.27 feet to a 5/8-inch iron rod with plastic cap stamped "KHA" found at the beginning of a tangent curve to the right having a central angle of 4°16'43", a radius of 1430.00 feet, a chord bearing and distance of North 88°26'07" West, 106.76 feet;

In a northwesterly direction, with said curve to the right, an arc distance of 106.78 feet to a 5/8-inch iron rod with plastic cap stamped "KHA" found for the end of said curve to the right;

North 88°36'54" West, a distance of 150.38 feet to a 5/8-inch iron rod with plastic cap stamped "KHA" found for corner;

North 84°32'52" West, a distance of 80.20 feet to a 5/8-inch iron rod with plastic cap stamped "KHA" found at the beginning of a tangent curve to the left having a central angle of 5°39'06", a radius of 1560.00 feet, a chord bearing and distance of North 87°22'25" West, 153.82 feet;

In a northwesterly direction, with said curve to the left, an arc distance of 153.88 feet to a 5/8-inch iron rod with plastic cap stamped "KHA" found for the end of said curve to the left;

South 89°48'02" West, a distance of 552.73 feet to a point at the beginning of a tangent curve to the right having a central angle of 9°07'07", a radius of 1440.00 feet, a chord bearing and distance of North 85°38'25" West, 228.93 feet;

In a northwesterly direction, with said curve to the right, an arc distance of 229.18 feet to a 5/8-inch iron rod with plastic cap stamped "KHA" found for the end of said curve to the right;

North 81°04'51" West, a distance of 1390.67 feet to a 5/8-inch iron rod with plastic cap stamped "KHA" found at the beginning of a tangent curve to the left having a central angle of 9°26'27", a radius of 2560.00 feet, a chord bearing and distance of North 85°48'05" West, 421.34 feet;

In a northwesterly direction, with said curve to the left, an arc distance of 421.82 feet to a 5/8-inch iron rod with plastic cap stamped "KHA" found for the end of said curve to the left;

South 89°28'42" West, a distance of 865.50 feet to a point for corner;

North 86°42'43" West, a distance of 150.51 feet to a 5/8-inch iron rod with plastic cap stamped "KHA" found for corner;

South 89°28'42" West, a distance of 314.04 feet to the POINT OF BEGINNING and containing 152.18 acres (6,629,065 sq. ft.) of land, more or less.

Exhibit A-1 Parks Concept Plan



Grantor, for the Consideration and subject to the Reservations from and Exceptions to Conveyance and Warranty, grants, sells, and conveys to Grantee the Property, together with all and singular the rights and appurtenances thereto in any way belonging, to have and to hold it to Grantee and Grantee's successors and assigns forever. Grantor binds Grantor and Grantor's heirs, executors, administrators, successors and assigns to warrant and forever defend all and singular the Property to Grantee and Grantee's successors, and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof when the claim is by, through or under Grantor but not otherwise, except as to the Reservations from and Exceptions to Conveyance and Warranty.

Each individual executing this instrument on behalf of Grantor represents that all appropriate and necessary actions have been taken to authorize the individual who is executing this instrument to do so for and on behalf of Grantor, that there are no other parties or entities required to execute this instrument in order for the same to be an authorized and binding agreement on Grantor and that the individual affixing his or her signature hereto is authorized to do so, and such authorization is valid and effective on the date hereof.

It is understood and agreed that the consideration received by Grantor hereunder includes adequate compensation for the grant hereunder.

This instrument shall be binding on, and inure to the benefit of, Grantee and Grantor and their respective successors or assigns.

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

When the context requires, singular nouns and pronouns include the plural.

[Signature Page Follows]

EXECUTED on the dates of the acknowledgments, but to be EFFECTIVE on the _____ day of _____, 20__.

GRANTOR:

_____,
a _____

By: _____

Printed Name: _____

Its: _____

AGREED AND ACCEPTED:

CITY OF FRISCO, TEXAS

By: _____
Wesley S. Pierson, City Manager

STATE OF TEXAS §
 §
COUNTY OF COLLIN §

BEFORE ME, the undersigned authority, on this day personally appeared **WESLEY S. PIERSON**, known to me to be one of the persons whose names are subscribed to the foregoing instrument; he acknowledged to me that he is the City Manager and duly authorized representative of the **CITY OF FRISCO, TEXAS**, a home-rule municipality, and that he executed the same for the purposes and consideration therein stated and in the capacity therein stated as the act and deed of the City of Frisco, Texas.

IN WITNESS WHEREOF, I have hereunto set my hand and seal of office this _____ day of _____, 20__.

Notary Public, State of Texas
My Commission Expires:_____

STATE OF TEXAS §
 §
COUNTY OF _____ §

BEFORE ME, the undersigned authority, on this day personally appeared _____, known to me to be one of the persons whose names are subscribed to the foregoing instrument; he acknowledged to me that he is the _____ and duly authorized representative of _____, a _____, and that he executed the same for the purposes and consideration therein stated and in the capacity therein stated as the act and deed of said _____.

IN WITNESS WHEREOF, I have hereunto set my hand and seal of office this _____ day of _____, 20__.

Notary Public, State of Texas
My Commission Expires:_____

PARTIAL RELEASE OF LIEN

The undersigned, being the holder of the lien against all or a portion of the Property evidenced by:

hereby consents to the execution of the foregoing Deed and hereby releases the Property from the lien or lien(s) described above.

_____,
a _____

By: _____
_____, _____

STATE OF _____ §
 §
COUNTY OF _____ §

BEFORE ME, the undersigned authority, on this day personally appeared _____, known to me to be one of the persons whose names are subscribed to the foregoing instrument; he acknowledged to me that he is the _____ and duly authorized representative of _____, a _____, and that he executed the same for the purposes and consideration therein stated and in the capacity therein stated as the act and deed of said _____.

IN WITNESS WHEREOF, I have hereunto set my hand and seal of office this _____ day of _____, 20__.

Notary Public, State of _____
My Commission Expires: _____

Exhibit “A”
Legal Description of Property

Exhibit “B”
Permitted Exceptions

1. Grantor specifically reserves from this conveyance all its rights, title and interest in all oil, gas and other minerals in and under the Property, provided that Grantor shall not be permitted to, and shall not allow any party to, drill or excavate for oil, gas and other minerals on or from the surface of the Property, but Grantor may extract oil, gas or other minerals from and under the Property by directional drilling or other means that do not interfere with or disturb Grantee’s use of the Property.
2. [Add other applicable items shown on Schedule B of the title commitment]

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVERS' LICENSE NUMBER.

After Recording Return to:

City of Frisco

Attention: City Manager

6101 Frisco Square Boulevard, 5th Floor West

Frisco, Texas 75034

PUBLIC HIKE-AND-BIKE TRAIL EASEMENT

STATE OF TEXAS

COUNTY OF _____

§
§
§

KNOW ALL PERSONS BY THESE PRESENTS:

That _____, a _____ (“Grantor”), having a notice address of 1900 N. Akard Street, Dallas, Texas 75201, whether one or more, for and in consideration of the sum of TEN DOLLARS (\$10.00) cash in hand to Grantor paid by the **CITY OF FRISCO, TEXAS**, a home-rule municipality (“Grantee”), having a notice address of 6101 Frisco Square Blvd., 5th Floor, Frisco, Texas 75034, the receipt and sufficiency of which are hereby acknowledged, does hereby GRANT, SELL AND CONVEY unto Grantee the easement and right to construct, reconstruct, operate, enlarge, repair, re-build, replace, relocate, alter, remove and perpetually maintain public hike-and-bike trail facilities (“Facilities”), together with all incidental improvements and all necessary appurtenances thereto, in, on and across certain real property owned by Grantor and located in the City of Frisco, _____ County, Texas, as more particularly described and depicted in Exhibit “A”, attached hereto and incorporated herein by reference for all purposes (“Easement Property”). As part of the grant hereby made, it is agreed between the parties hereto that any stone, earth, gravel or caliche which may be excavated in the construction or maintenance of said easement may be removed from the Easement Property by Grantee.

TO HAVE AND TO HOLD the same perpetually unto Grantee, its successors and assigns, together with the right and privilege at all times to enter the Easement Property, or any part thereof, for the purpose of constructing, reconstructing, operating, enlarging, repairing, re-building, replacing, relocating, altering, removing and perpetually maintaining the Facilities, and all incidental improvements and for making connections therewith.

Grantor does hereby bind itself and its successors to WARRANT AND FOREVER DEFEND all and singular the Easement Property unto Grantee, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof, by, through or under Grantor, but not otherwise.

Grantee, its successors and assigns, shall have the right to construct, reconstruct and perpetually maintain additional Facilities at all times in the future within the Easement Property. If Grantee is unable to access the Easement Property due to physical barriers or conditions, then Grantee, its successors and assigns, shall have, and are hereby granted, the right of ingress and egress over that portion of Grantor’s adjacent property within fifteen feet (15’) of the Easement

Property as is reasonably necessary to and for the limited purpose of accessing the Easement Property herein granted.

Grantee will at all times after doing any work in connection with the construction, operation or repair of the Facilities, restore the surface of the Easement Property as close to the condition in which it was found before such work was undertaken, as is reasonably practicable, except for trees, shrubs and structures within the Easement Property that were removed as a result of such work.

Grantor represents and warrants to Grantee that Grantor is the sole owner of the fee simple title to the Easement Property. Grantor does hereby represent and warrant that, to Grantor's actual knowledge, there are no liens, attachments or other encumbrances which will affect the title or right of the Grantor to convey this easement to the Grantee for the purposes as described herein. If such condition does exist, a signature with acknowledgment shall be included and made a part of this document conveying the rights and privileges contained herein and subordinating any such lien to the easement granted herein.

This instrument shall not be considered as a deed to the Easement Property or any part thereof.

The easement rights and privileges granted herein are non-exclusive, but Grantor covenants that Grantor will not convey any other easement or conflicting rights within the area covered by this grant which unreasonably interfere with Grantee's rights granted herein and provided all such other grants comply with all applicable local, state and federal laws, ordinances, rules, regulations and/or requirements, as they exist, may be amended or in the future arising. Grantee will not unreasonably deny a request to encroach on the Easement Property.

Further, Grantor shall not place any improvement or take any action, permanent or temporary, which may cause damage or jeopardize the integrity of the Facilities and/or which will affect and/or interfere, in any way, the rights granted herein. Grantee, may, due to the necessity of repair and maintenance of the Facilities, remove and keep removed any and all improvements to the extent necessary to make repairs. Grantee will not be responsible for loss of improvements due to failure or maintenance of the Facilities.

The individual executing this instrument on behalf of Grantor represents that all appropriate and necessary actions have been taken to authorize the individual who is executing this instrument to do so for and on behalf of Grantor, that there are no other parties or entities required to execute this instrument in order for the same to be an authorized and binding agreement on Grantor and that the individual affixing his or her signature hereto is authorized to do so, and such authorization is valid and effective on the date hereof.

It is understood and agreed that the consideration received by Grantor hereunder includes adequate compensation for the grant of the rights hereunder.

This instrument shall be binding upon, and inure to the benefit of, Grantee and Grantor, and their respective successors or assigns.

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

EXECUTED on the dates appearing in the acknowledgements below, however, to be effective on this _____ day of _____, 20__.

GRANTOR:

_____,
a _____

By: _____,
a _____, its _____

By: _____
Name: _____
Its: _____
Date: _____

AGREED AND ACCEPTED:

CITY OF FRISCO, TEXAS

By: _____
Wesley S. Pierson, City Manager

STATE OF TEXAS §
 §
COUNTY OF COLLIN §

BEFORE ME, the undersigned authority, on this day personally appeared **WESLEY S. PIERSON**, known to me to be one of the persons whose names are subscribed to the foregoing instrument; he acknowledged to me that he is the City Manager and duly authorized representative of the **CITY OF FRISCO, TEXAS**, a home-rule municipality, and that he executed the same for the purposes and consideration therein stated and in the capacity therein stated as the act and deed of the City of Frisco, Texas.

IN WITNESS WHEREOF, I have hereunto set my hand and seal of office this _____ day of _____, 20__.

Notary Public, State of Texas
My Commission Expires:_____

STATE OF TEXAS §
 §
COUNTY OF _____ §

BEFORE ME, the undersigned authority, on this day personally appeared _____, known to me to be one of the persons whose names are subscribed to the foregoing instrument; he acknowledged to me that he is the _____ and duly authorized representative of _____, a _____, and that he executed the same for the purposes and consideration therein stated and in the capacity therein stated as the act and deed of said _____.

IN WITNESS WHEREOF, I have hereunto set my hand and seal of office this _____ day of _____, 20__.

Notary Public, State of Texas
My Commission Expires:_____

JOINDER OF LIENHOLDER

The undersigned, being the holder of one or more liens against the Easement Property evidenced by:

[Insert lien information, if applicable]

hereby consents to the execution of the foregoing Easement and agrees that in the event of a foreclosure of the Easement Property or any portion thereof and/or the underlying property or any portion thereof (or deed in lieu thereof), the Easement will remain in full force and effect and shall not be extinguished by such foreclosure (or deed in lieu thereof).

_____,
a _____

By: _____
Printed Name: _____
Date: _____

STATE OF _____ §
COUNTY OF _____ §

BEFORE ME, the undersigned authority, on this day personally appeared _____; known to me to be the person whose name is subscribed to the foregoing instrument; he/she acknowledged to me that he/she executed said instrument for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this ____ day of _____,
20__.

Notary Public in and for the State of _____
My commission expires: _____

**Exhibit “A”
Easement Property**

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVERS' LICENSE NUMBER.

AFTER RECORDING RETURN TO:
City of Frisco
Attention: Director of Engineering
6101 Frisco Square Boulevard
Frisco, Texas 75034

UTILITY EASEMENT

STATE OF TEXAS

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF _____

That _____ (“Grantor”), having a notice address of _____, whether one or more, for and in consideration of the sum of TEN DOLLARS (\$10.00) cash in hand to Grantor paid by the **CITY OF FRISCO, TEXAS**, a home-rule municipality (“Grantee”), having a notice address of 6101 Frisco Square Blvd., 5th Floor, Frisco, Texas 75034, the receipt of which are hereby acknowledged, and for which no lien is retained, either expressed or implied, does hereby GRANT, SELL AND CONVEY unto Grantee the easement and right to construct, reconstruct, operate, repair, enlarge, re-build, replace, relocate, alter, remove and perpetually maintain utility facilities (collectively, “Facilities”), together with all incidental improvements, and all necessary laterals, over, across, in, on, under and through certain real property owned by Grantor and located in the City of Frisco, _____ County, Texas, as more particularly described and depicted in Exhibit A, attached hereto and incorporated herein for all purposes (“Easement Property”). As part of the grant hereby made, it is agreed between the parties hereto that any stone, earth, gravel or caliche which may be excavated in the opening, construction or maintenance of said Easement Property may be removed from said premises by Grantee.

TO HAVE AND TO HOLD the Easement Property perpetually unto the Grantee, its successors and assigns, together with the right and privilege at all times to enter the Easement Property, or any part thereof, for the purpose of constructing, reconstructing, operating, repairing, enlarging, re-building, replacing, relocating, altering, removing and perpetually maintaining the Facilities, and all incidental improvements thereto and for making connections therewith.

Grantor does hereby bind itself and its successors to WARRANT AND FOREVER DEFEND all and singular the Easement Property unto Grantee, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof, by, through or under Grantor, but not otherwise.

Grantee, its successors and assigns, shall have the right to construct, reconstruct and perpetually maintain additional Facilities at all times in the future within the Easement Property. If Grantee is unable to access the Easement Property due to physical barriers or conditions, then Grantee shall have, and is hereby granted, the right of ingress and egress over that portion of the Grantor’s adjacent property within fifteen feet (15’) of the Easement Property as is reasonably necessary to and for the limited purpose of accessing the Easement Property.

Grantee will at all times after doing any work in connection with the construction, operation or repair of the Facilities, restore the surface of the Easement Property as close to the condition in which it was found before such work was undertaken as is reasonably practicable, except for trees, shrubs and structures within the Easement Property that were removed as a result of such work.

Grantor represents and warrants to Grantee that Grantor is the sole owner of the fee simple title to the Easement Property. Grantor does hereby represent and warrant that, to Grantor's actual knowledge, there are no liens, attachments or other encumbrances which will affect the title or right of the Grantor to convey this easement to the Grantee for the purposes as described herein. If such condition does exist, a signature with acknowledgment shall be included and made a part of this document conveying the rights and privileges contained herein and subordinating any such lien to the easement granted herein.

This instrument shall not be considered as a deed to the Easement Property or any part thereof, and the right is hereby reserved to Grantor, its successors and assigns, to use the Easement Property to landscape and build and construct fences, driveways, parking lots and other associated improvements over or across said easement; provided, however, that in no event shall a wall, structure or building of any type other than those previously described or any piling, pier or isolated footing of any wall, structure or building be placed directly on the Easement Property.

The easement rights and privileges granted herein are non-exclusive, but Grantor covenants that Grantor will not convey any other easement or conflicting rights within the area covered by this grant which unreasonably interfere with Grantee's rights granted herein and provided all such other grants comply with all applicable local, state and federal laws, ordinances, rules, regulations and/or requirements, as they exist, may be amended or in the future arising.

Further, notwithstanding anything to the contrary herein, Grantor shall not place any improvement or take any action, permanent or temporary, which may cause damage or jeopardize the integrity of the Facilities or which will affect or interfere with, in any way, the rights granted herein. Grantee, may, due to the necessity of repair and maintenance of the Facilities, remove and keep removed any and all improvements to the extent necessary to make repairs. Grantee will not be responsible for loss of improvements due to failure or maintenance of the Facilities.

This instrument shall be binding on, and inure to the benefit of, Grantee and Grantor and their respective successors or assigns.

The individual executing this instrument on behalf of Grantor represents that all appropriate and necessary actions have been taken to authorize the individual who is executing this instrument to do so for and on behalf of Grantor, that there are no other parties or entities required to execute this instrument in order for the same to be an authorized and binding agreement on Grantor and that the individual affixing his or her signature hereto is authorized to do so, and such authorization is valid and effective on the date hereof.

It is understood and agreed that the consideration received by Grantor hereunder includes adequate compensation for the grant of the rights hereunder.

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

EXECUTED on the dates appearing in the acknowledgements below, however, to be effective on this ____ day of _____, 20__.

GRANTOR:

By: _____

Printed Name: _____

Its: _____

AGREED AND ACCEPTED:

CITY OF FRISCO, TEXAS

By: _____
Wesley S. Pierson, City Manager

STATE OF TEXAS §
 §
COUNTY OF COLLIN §

BEFORE ME, the undersigned authority, on this day personally appeared **Wesley S. Pierson**, known to me to be one of the persons whose names are subscribed to the foregoing instrument; he acknowledged to me that he is the City Manager and duly authorized representative for the **CITY OF FRISCO, TEXAS**, and that he executed said instrument for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this ____ day of _____, 20__.

Notary Public, State of Texas
My Commission Expires:_____

STATE OF TEXAS §
 §
COUNTY OF _____ §

BEFORE ME, the undersigned authority, on this day personally appeared _____ known to me to be one of the persons whose names are subscribed to the foregoing instrument; he/she acknowledged to me that he/she is the _____ and duly authorized representative of _____, and that he/she executed said instrument for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this ____ day of _____, 20__.

Notary Public, State of Texas
My Commission Expires:_____

JOINDER OF LIENHOLDER

The undersigned, being the holder of one or more liens against the Easement Property evidenced by:

[Insert lien information, if applicable]

hereby consents to the execution of the foregoing Easement and agrees that in the event of a foreclosure of the Easement Property or any portion thereof and/or the underlying property or any portion thereof (or deed in lieu thereof), the Easement will remain in full force and effect and shall not be extinguished by such foreclosure (or deed in lieu thereof).

_____,
a _____

By: _____
Printed Name: _____
Date: _____

STATE OF _____ §
COUNTY OF _____ §

BEFORE ME, the undersigned authority, on this day personally appeared _____; known to me to be the person whose name is subscribed to the foregoing instrument; he/she acknowledged to me that he/she executed said instrument for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this ____ day of _____,
20__.

Notary Public in and for the State of _____
My commission expires: _____

**Exhibit “A”
Easement Property**

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVERS' LICENSE NUMBER.

AFTER RECORDING RETURN TO:
City of Frisco
Attention: City Manager
6101 Frisco Square Boulevard, 5th Floor West
Frisco, Texas 75034

TEMPORARY CONSTRUCTION EASEMENT

STATE OF TEXAS

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF _____

That _____, a _____ (“Grantor”), having a notice address of _____, whether one or more, for and in consideration of the sum of TEN DOLLARS (\$10.00) cash in hand to Grantor paid by the **CITY OF FRISCO, TEXAS**, a home-rule municipality (“Grantee”), having a notice address of 6101 Frisco Square Blvd., 5th Floor, Frisco, Texas 75034, the receipt and sufficiency of which are hereby acknowledged, and for which no lien is retained, either expressed or implied, does hereby GRANT, SELL AND CONVEY unto Grantee a temporary construction easement (“Easement”) and temporary right to access and use certain real property owned by Grantor and located in the City of Frisco, _____ County, Texas, as more particularly described and depicted in Exhibit “A”, attached hereto and incorporated herein for all purposes (“Temporary Easement Property”), for the purpose of facilitating construction of drainage facilities and other public facilities, together with all incidental improvements, and all necessary laterals, thereto. As part of the grant hereby made, it is agreed between the parties hereto that any stone, earth, gravel or caliche which may be excavated in the opening, construction or maintenance of said Easement Property may be removed from said premises by Grantee.

Grantor does hereby bind itself and its successors to WARRANT AND FOREVER DEFEND all and singular the Easement and Temporary Easement Property unto Grantee, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof, by, through or under Grantor, but not otherwise.

During the term of the Easement, Grantee will at all times after doing any work in connection with the construction, operation or repair of the drainage or other public facilities, restore the surface of the Temporary Easement Property as close to the condition in which it was found before such work was undertaken as is reasonably practicable, except for trees, shrubs and structures within the Temporary Easement Property that were removed as a result of such work.

If Grantee is unable to access the Temporary Easement Property due to physical barriers or conditions, then Grantee shall have, and is hereby granted, the right of ingress and egress over that portion of the Grantor’s adjacent property within fifteen feet (15’) of the Temporary Easement Property, as applicable, as is reasonably necessary to and for the limited purpose of accessing the Temporary Easement Property, as applicable.

Grantor represents and warrants to Grantee that Grantor is the sole owner of the fee simple title to the Temporary Easement Property. Grantor does hereby represent and warrant that, to Grantor's actual knowledge, there are no liens, attachments or other encumbrances which will affect the title or right of the Grantor to convey this deed and this easement to the Grantee for the purposes as described herein. If such condition does exist, a signature with acknowledgment shall be included and made a part of this document conveying the rights and privileges contained herein and subordinating any such lien to the deed and the easement granted herein.

This instrument shall not be considered as a deed to the Temporary Easement Property or any part thereof, and the right is hereby reserved to Grantor, its successors and assigns, to use the Temporary Easement Property; provided, however, that in no event shall a wall, structure or building of any type or any piling, pier or isolated footing of any wall, structure or building be placed directly on the Temporary Easement Property during the term of the Easement.

The easement rights and privileges granted herein are non-exclusive, but Grantor covenants that Grantor will not convey any other easement or conflicting rights within the area covered by this grant which unreasonably interfere with Grantee's rights granted herein and provided that all such other grants comply with all applicable local, state and federal laws, ordinances, rules, regulations and/or requirements, as they exist, may be amended or in the future arising.

Further, during the term of the Easement, Grantor shall not place any improvement or take any action, permanent or temporary, which may cause damage or jeopardize the integrity of the roadway or other public facilities or which will affect or interfere with, in any way, the rights granted herein. Grantee, may, due to the necessity of repair and maintenance of the roadway or other public facilities, remove and keep removed any and all improvements to the extent necessary to make repairs. Grantee will not be responsible for loss of improvements due to failure or maintenance of the roadway or other public facilities.

The Temporary Construction Easement granted herein will automatically terminate on the date that Grantee issues its final acceptance of the drainage or other public facilities in the area of the Temporary Easement Property; provided, however, that should Grantee need additional time for the Temporary Construction Easement to remain in full force and effect, Grantor shall be required to extend the date of termination of the Temporary Construction Easement.

The individual executing this instrument on behalf of Grantor represents that all appropriate and necessary actions have been taken to authorize the individual who is executing this instrument to do so for and on behalf of Grantor, that there are no other parties or entities required to execute this instrument in order for the same to be an authorized and binding agreement on Grantor and that the individual affixing his or her signature hereto is authorized to do so, and such authorization is valid and effective on the date hereof.

It is understood and agreed that the consideration received by Grantor hereunder includes adequate compensation for the grant of the rights hereunder.

This instrument shall be binding on, and inure to the benefit of, Grantee and Grantor and their respective successors or assigns.

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

EXECUTED on the dates appearing in the acknowledgements below, however, to be effective on this ____ day of _____, 20__.

GRANTOR:

_____,
a _____

By: _____

Printed Name: _____

Its: _____

AGREED AND ACCEPTED:

CITY OF FRISCO, TEXAS

By: _____
Wesley S. Pierson, City Manager

STATE OF TEXAS §
 §
COUNTY OF COLLIN §

BEFORE ME, the undersigned authority, on this day personally appeared **WESLEY S. PIERSON**, known to me to be one of the persons whose names are subscribed to the foregoing instrument; he acknowledged to me that he is the City Manager and duly authorized representative of the **CITY OF FRISCO, TEXAS**, a home-rule municipality, and that he executed the same for the purposes and consideration therein stated and in the capacity therein stated as the act and deed of the City of Frisco, Texas.

IN WITNESS WHEREOF, I have hereunto set my hand and seal of office this _____ day of _____, 20__.

Notary Public, State of Texas
My Commission Expires: _____

STATE OF TEXAS §
 §
COUNTY OF _____ §

BEFORE ME, the undersigned authority, on this day personally appeared _____ known to me to be one of the persons whose names are subscribed to the foregoing instrument; he/she acknowledged to me that he/she is the _____ and duly authorized representative of _____, a _____, and that he/she executed said instrument for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of _____, 20__.

Notary Public, State of Texas
My Commission Expires: _____

JOINDER OF LIENHOLDER

The undersigned, being the holder of one or more liens against the Easement Property evidenced by:

[Insert lien information, if applicable]

hereby consents to the execution of the foregoing Easement and agrees that in the event of a foreclosure of the Temporary Easement Property or any portion thereof and/or the underlying property or any portion thereof (or deed in lieu thereof), the Easement will remain in full force and effect and shall not be extinguished by such foreclosure (or deed in lieu thereof).

_____,
a _____

By: _____

Printed Name: _____

Date: _____

STATE OF _____ §
COUNTY OF _____ §

BEFORE ME, the undersigned authority, on this day personally appeared _____; known to me to be the person whose name is subscribed to the foregoing instrument; he/she acknowledged to me that he/she executed said instrument for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this ____ day of _____,
20__.

Notary Public in and for the State of _____
My commission expires: _____

Exhibit “A”
Temporary Easement Property

Exhibit C
Form of Frisco Participation Statement
[INSERT VILLAGE NAME]

			Yes / No, or Other
1.	Areas to be included and type of park	[Legal description] [Identify type: Neighborhood or Village]	
2.	Developer Elections	a. Design and Construct the Park [Insert Fields entity or City]	YES / NO
		b. Maintain the Park [Insert Fields entity or City]	YES / NO
3.	Park Development Budget	Preliminary Cost Estimates [Insert Cost Amounts on Tracking Log]	Final values to be established at final design and bid
4.	Detailed Park Improvement Plan		YES / NO
5.	City Reimbursement Amount	[Insert not to exceed amount] [Insert Cost Amounts on Tracking Log]	
6.	Park Fee Reimbursement Rates (Identify Residential Types)	Multi-Family	\$3,500 per unit
		Single Family	\$4,000 per unit
7.	City Representative on Fields board that governs parks		YES / NO
8.	Park Maintenance Reimbursement Rate from	[Insert rate and time periods for reimbursement]	YES / NO

City to Fields entity (if
Fields entity responsible for
maintenance)

9. Park land area owned in fee by: [Insert Fields entity or City]
10. Timing of development [Identify schedule and path to completion]

Exhibit D

Minimum Maintenance Standards

1. Turf Maintenance

a. Play Fields

- i. [2-3 Inch Height] – Bermuda Sod
 - (a) Mowing will be performed weekly from March through October, bi-monthly in February and November, and as needed in December – January

b. Sod Area/Park Land

- i. [4-6 Inch Height] – Bermuda Sod
 - (a) Mowing will be performed weekly from March through October, bi-monthly in February and November, and as need in December – January.
- ii. [4-6 Inch Height] – Buffalo Sod
 - (a) Mowing will be performed weekly from March through October, bi-monthly in February and November, and as need in December – January.

c. Native Plantings/Grasses

- i. [Natural Height] – Blackland Prairie/Other Native Mix
 - (a) Mowing should be once/year before February 1st of each year. Bi-Monthly weed management of non-native species & wood species.

d. Urban Areas

- i. [1-1.5 Inch Height) – Bermuda Sod
 - 1. Mowing will be performed two times per week from March through October, bi-weekly in February and November, and as needed in December – January.
- e. Trimming will be performed on the same frequency as mowing.
- f. Edging will be performed on the same frequency as mowing.

2. Cultural Practices

- a. Aerification on Play Fields and Top Dressing performed as needed.
- b. Sod Repair/Replacement shall be performed as soon as possible based on the turf type and the time of year to promote turf establishment.

3. Pesticide Program

- a. Fertilization to include up to 4.5 pounds of Nitrogen per year on Bermuda turf grass – which equates to 3 applications.
- b. Pre-emergent herbicide shall be applied two times per year.
- c. Post-emergent herbicide shall be applied two times per year.
- d. Insecticide applications shall occur one time per year, and as-needed for destructive pests.

4. Urban Forestry Program

- a. Crown Raising shall be performed once per year.

- b. Structural pruning shall be performed once every 5-7 years.
- c. Mulching of trees shall be performed twice per year.
- d. Dead or severely damaged trees shall be removed within 14 days and shall be replaced as soon as possible.

5. Landscape Bed Maintenance

- a. Weeding and removal of undesired plants will be performed monthly.
- b. Shrub pruning shall occur according to the proper timeline for the shrubs in question.
- c. Dead or damaged shrubs will be removed within 14 days and shall be replaced with the same size and species if possible.
- d. Mulching of beds shall occur twice per year.
- e. Seasonal color, if warranted, shall be installed 2-3 times per year.

6. Irrigation Maintenance

- a. Preventative maintenance inspections shall be performed once each quarter. All zones shall be checked and repairs made within 24 hours.

7. Litter & Trash Control

- a. Litter shall be removed three days per week. High visitation periods and/or mixed-use zones may call for an increase in frequency.
- b. Trash receptacles shall be emptied at least twice per week in suburban areas and more frequently in mixed-use areas.

8. Ponds/ Lakes – Shall be evaluated bi-weekly for clarity and proper operation of fountains and flow ways.

- a. Debris shall be removed as needed to maintain a safe and clean environment.

9. Hardscapes & Surfaces – Surfaces shall be cleaned so that at no time does an accumulation of debris detracts from the intended appearance of the area Urban Areas shall be evaluated weekly to maintain a clean, safe, and accessible environment.

- a. Debris such as sand and gravel shall be removed weekly.
- b. Appropriate surfaces shall be power-washed twice per year.
- c. Parking lot striping shall be re-applied once every 3-4 years.
- d. Decomposed granite trails and walkways shall be compacted once per year and filled in areas to maintain accessibility as necessary.
- e. Fountains and water features shall be monitored weekly for clarity and proper operation.
- f. Site furnishings shall be evaluated bi-weekly and cleaned as needed.
- g. Light fixtures shall be monitored for proper operation monthly in suburban areas and daily in urban areas to maintain life safety.

Exhibit E
Form of Parking Easement

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVERS' LICENSE NUMBER.

AFTER RECORDING RETURN TO:
City of Frisco
Attention: Parks and Recreation Department
6101 Frisco Square Boulevard
Frisco, Texas 75034

PUBLIC PARKING EASEMENT

STATE OF TEXAS

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF _____

That _____ (“Grantor”), whether one or more, for and in consideration of the sum of TEN DOLLARS (\$10.00) cash in hand to Grantor paid by the **CITY OF FRISCO, TEXAS**, a home-rule municipality (“Grantee”), the receipt of which are hereby acknowledged, and for which no lien is retained, either expressed or implied, does hereby GRANT, SELL AND CONVEY unto Grantee and the public a permanent, non-exclusive easement over, upon and across certain real property owned by Grantor and located in the City of Frisco, _____ County, Texas, as more particularly described and depicted in Exhibit 1, attached hereto and incorporated herein for all purposes (“Public Parking Easement Area”), for the parking of vehicles by Grantee and the public in a minimum of _____ standard parking spaces and _____ ADA-compliant accessible parking space together with the non-exclusive right to use driveways, drive aisles, sidewalks and pathways appurtenant to the Public Parking Easement Area between the hours of 6:00 pm and 6:00 am local time Monday through Friday and all day Saturday and Sunday at no cost to the public or Grantee.

TO HAVE AND TO HOLD the Public Parking Easement Area unto the Grantee, its successors and assigns, and the public together with the right and privilege at all times to enter the Public Parking Easement Area, or any part thereof, for the purposes set forth herein.

Grantor does hereby bind itself and its successors to WARRANT AND FOREVER DEFEND all and singular the Public Parking Easement Area unto Grantee, its successors and assigns, and the public against every person whomsoever lawfully claiming or to claim the same or any part thereof, by, through or under Grantor, but not otherwise.

The Public Parking Easement Area shall at all times remain open and unobstructed for the purposes set forth herein. If Grantee or the public is unable to access the Public Parking Easement Area due to physical barriers or conditions, then Grantee and the public shall have, and are hereby granted, the right of ingress and egress over that portion of the Grantor’s adjacent property as is reasonably necessary to and for the limited purpose of accessing the Public Parking Easement Area.

Public Parking Easement
3850460

Page 1 of 6

Grantor represents and warrants to Grantee that Grantor is the sole owner of the fee simple title to the Public Parking Easement Area. Grantor does hereby represent and warrant that there are no liens, attachments or other encumbrances which will affect the title or right of the Grantor to convey this easement to the Grantee for the purposes as described herein. If such condition does exist, a signature with acknowledgment shall be included and made a part of this document conveying the rights and privileges contained herein and subordinating any such lien to the easement granted herein.

This instrument shall not be considered as a deed to the Public Parking Easement Area or any part thereof.

The easement rights and privileges granted herein are non-exclusive, but Grantor covenants that Grantor will not convey any other easement or conflicting rights within the area covered by this grant or construct or erect any structures which interfere with the rights granted herein and provided all such other grants and structures comply with all applicable local, state and federal laws, ordinances, rules, regulations and/or requirements, as they exist, may be amended or in the future arising.

This instrument shall be binding on, and inure to the benefit of, Grantee, the public and Grantor and their respective successors or assigns.

The individual executing this instrument on behalf of Grantor represents that all appropriate and necessary actions have been taken to authorize the individual who is executing this instrument to do so for and on behalf of Grantor, that there are no other parties or entities required to execute this instrument in order for the same to be an authorized and binding agreement on Grantor and that the individual affixing his or her signature hereto is authorized to do so, and such authorization is valid and effective on the date hereof.

It is understood and agreed that the consideration received by Grantor hereunder includes adequate compensation for all damages, if any, to Grantor's property which may occur as a result of the exercise of any rights granted herein.

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

[Signature page follows.]

EXECUTED on the dates appearing in the acknowledgements below, however, to be effective on this ____ day of _____, 20__.

GRANTOR:

_____,
a _____

By: _____
Printed Name: _____
Title: _____
Date: _____

STATE OF TEXAS §
 §
COUNTY OF DALLAS §

BEFORE ME, the undersigned authority, on this day personally appeared _____, known to me to be one of the persons whose names are subscribed to the foregoing instrument; he acknowledged to me that he is the _____ and duly authorized representative of _____, a _____, and that he executed the same for the purposes and consideration therein stated and, in the capacity, therein stated as the act and deed of said entity.

IN WITNESS WHEREOF, I have hereunto set my hand and seal of office on this ____ day of _____, 20__.

Notary Public, State of Texas
My Commission Expires: _____

AGREED AND ACCEPTED:

CITY OF FRISCO, TEXAS

By: _____
Wesley S. Pierson, City Manager

STATE OF TEXAS §
 §
COUNTY OF COLLIN §

BEFORE ME, the undersigned authority, on this day personally appeared _____, known to me to be one of the persons whose names are subscribed to the foregoing instrument; he acknowledged to me that he is the City Manager and duly authorized representative of the **CITY OF FRISCO, TEXAS**, a home-rule municipality, and that he executed the same for the purposes and consideration therein stated and in the capacity therein stated as the act and deed of the City of Frisco, Texas.

IN WITNESS WHEREOF, I have hereunto set my hand and seal of office this _____ day of _____, 20__.

Notary Public, State of Texas
My Commission Expires: _____

JOINDER OF LIENHOLDER

The undersigned, being the holder of one or more liens against the Public Access Easement Area evidenced by:

hereby consents to the execution of the foregoing Easement and agrees that in the event of a foreclosure of the Public Access Easement Area or any portion thereof and/or the underlying property or any portion thereof (or deed in lieu thereof), the Easement will remain in full force and effect and shall not be extinguished by such foreclosure (or deed in lieu thereof).

_____,
a _____

By: _____
Printed Name: _____
Date: _____

STATE OF _____ §
COUNTY OF _____ §

BEFORE ME, the undersigned authority, on this day personally appeared _____; known to me to be the person whose name is subscribed to the foregoing instrument; he/she acknowledged to me that he/she executed said instrument for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this ____ day of _____,
20__.

Notary Public in and for the State of _____
My commission expires: _____

Exhibit 1

Public Parking Easement
3850460

Page 6 of 6

Exhibit F Form of Tracking Log

EXHIBIT F - TRACKING LOG

FIELDS - [Village Name]						
SPEC SECTION	ITEM	MINIMUM IMPROVEMENTS	I	II	[Add Columns as Needed]	
ITEM NUMBER	Item	Amount	[Insert note for change order, other items]	[Insert note for change order, other items]	[Insert note for change order, other items]	Comments
-	Mass Grading and Pedestrian Trail					
A	General Requirements					
B	Demolition					
C	Drainage					
D	Cast in Place Concrete					
E	Metals					
F	Metal Railings					
G	Site Furnishings					
G	Lighting					
H	Fine Grading					
L	Concrete Unit Pavers					
J	Aggregate Surfacing					
K	Tactile Warning Surfacing					
L	Stone Retaining Walls					
M	Landscape Drainage					
No.	Topsoil					
O	Turf and Grasses					
P	Planting					
Q	Irrigation					
-	Event Pavilion or Other Structures					
-	WiFi					
-	Signage					
R	Maintenance (1 year)					
S	Sales Tax, Permitting, Fees					
	TOTAL HARD COST					
-	Soft Costs (Consultant Fees)					
-	TOTAL PARK DEVELOPMENT COSTS					

Park Fee Reimbursements	Inception	Reimbursement #1 [Date]	Reimbursement #2 [Date]	[Add Columns as Needed] [Date]
Number of Units (Single Family or Multifamily)				
Reimbursement Rate				
Total Eligible Reimbursements				
Outstanding Reimbursements	\$	-	\$	-