

**THIRD DEVELOPMENT AGREEMENT**  
**BETWEEN FHQ DEVELOPER PARTIES AND THE CITY OF FRISCO, TEXAS**  
(Water and Wastewater Improvements)

This THIRD 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: FHQ DEVELOPMENT PARTNERS LP (formerly known as FHQ HOLDINGS LP) (“FHQ”), FIELDS EAST VILLAGE INVESTMENT PARTNERS LP, FIELDS MIDTOWN EAST INVESTMENT PARTNERS LP, FIELDS MIDTOWN WEST INVESTMENT PARTNERS LP, FIELDS POINT EAST INVESTMENT PARTNERS LP, FIELDS POINT WEST INVESTMENT PARTNERS LP, FIELDS PRESERVE INVESTMENT PARTNERS LP, FIELDS UNIVERSITY VILLAGE INVESTMENT PARTNERS LP, and NORTH FIELDS 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 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 excepting only portions thereof that (a) have been conveyed in or in lieu of condemnation, or to a governmental body for a development purpose, or (b) have been conveyed to third parties (“Property”); and

WHEREAS, the Developer Parties seek to develop or cause to be developed 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”)<sup>1</sup>; and

WHEREAS, in connection with development of the Property, the parties acknowledge and agree that certain water and wastewater improvements must be designed, constructed and completed to serve the development, and that applicable Frisco ordinances and other legal requirements mandate that the Developer Parties are responsible for designing, constructing and completing a portion of that public infrastructure; and

WHEREAS, the Developer Parties desire to satisfy a portion of the obligations with respect to the design, construction and completion of the public water and wastewater necessary to serve the Property by (a) designing, constructing and completing, at no cost to Frisco other than as provided in this Agreement, the Water Improvements (hereinafter defined), as described herein, and (b) designing, constructing and completing, at no cost to Frisco other than as provided in this Agreement, the Wastewater Improvements (hereinafter defined), as described herein; 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

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<sup>1</sup> 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.

complete, or to cause the design, construction and completion of, the Water Improvements and Wastewater Improvements pursuant to the terms and conditions of this Agreement; and

WHEREAS, in consideration for the Developer Parties fully complying with all of the terms and conditions of this Agreement, Frisco agrees to participate in a portion of the costs actually incurred by the Developer Parties in satisfying their obligations with respect to the Water Improvements and Wastewater Improvements they complete; and

WHEREAS, Frisco has investigated and determined 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. Conveyance of Property Interests to Frisco.
  - (a) The Developer Parties shall convey to Frisco, at no cost to Frisco, the necessary: (i) temporary construction easements related to the construction of the Water Improvements and the Wastewater Improvements (collectively, “Temporary Construction Easements”); (ii) public utility easements related to the construction, operation and maintenance of Frisco-owned utility improvements, including water, wastewater, reuse water and other public utilities (collectively, “Utility Easements” and together with the Temporary Construction Easements, the “Conveyance Documents”), the mutually agreed forms of which are attached hereto as Exhibit B.
  - (b) The Developer Parties shall execute and deliver to Frisco the Conveyance Documents in the forms attached hereto as Exhibit B upon the earlier of: (i) issuance of Frisco’s Final Acceptance (hereinafter defined) for the applicable Water Improvement or Wastewater Improvement; or (ii) the date that is thirty (30) days after Frisco provides to the Developer Parties written notice demanding the same, unless the Developer Parties have commenced construction of the applicable Water Improvement or Wastewater Improvement and are diligently pursuing construction thereof.
  - (c) The parties acknowledge and agree that as of the Effective Date (hereinafter defined) of this Agreement, 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. For those facilities made the subject of the Conveyance Documents that are necessary for or relate to the Water Improvements, Wastewater Improvements and other FHQ-constructed improvements, 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, and the conveyance thereof shall not occur until said legal descriptions and land surveys are approved, in writing, by Frisco. For those facilities made the subject of the Conveyance Documents that are necessary for or relate to City-constructed improvements, the Developer Parties 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 parties shall use reasonable efforts to cooperate in establishing the boundaries of the parcels made the subject of the Conveyance Documents.
- (e) 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 other than any other encumbrances identified in the mutually agreed upon Conveyance Document; 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. Notwithstanding anything to the contrary in this Agreement, if Frisco requires or requests the conveyance of the property interests made the subject of the Conveyance Documents, then the Developer Parties shall either: (x) provide sufficient survey, legal descriptions, depictions of the boundaries, and payment of recording fees in connection with the conveyance of such property interests; or (y) promptly pay or reimburse Frisco for the costs of the same. The parties agree that the payment of such costs by the Developer Parties shall be a condition precedent to Frisco's obligations under this Agreement. This Section shall survive the termination of this Agreement.

4. Water Improvements and Wastewater Improvements.

- (a) As used in this Agreement, the term "Water Improvements" shall mean and refer to the following, each a "Water Improvement" generally depicted in Exhibit D and listed in Exhibit F:

- (i) Water Line 1: Approximately 4,146± linear feet of a 20-inch water main,<sup>2</sup> together with all appurtenances and improvements related thereto, as generally depicted and described in Exhibit D (collectively, “Water Line 1”); and
- (ii) Water Line 2: Approximately 7,617± linear feet of a 20-inch water main, together with all appurtenances and improvements related thereto, as generally depicted and described in Exhibit D (collectively, “Water Line 2”); and
- (iii) Water Line 3: Approximately 3,830± linear feet of a 24-inch water main, together with all appurtenances and improvements related thereto, as generally depicted and described in Exhibit D (collectively, “Water Line 3”); and
- (iv) Water Line 4: Approximately 2,350± linear feet of a 24-inch water main, together with all appurtenances and improvements related thereto, as generally depicted and described in Exhibit D (collectively, “Water Line 4”); and
- (v) Water Line 5: Approximately 9,936± linear feet of a 24-inch water main, together with all appurtenances and improvements related thereto, as generally depicted and described in Exhibit D (collectively, “Water Line 5”); and
- (vi) Water Line 6: Approximately 2,575± linear feet of a 36-inch water main, together with all appurtenances and improvements related thereto, as generally depicted and described in Exhibit D (collectively, “Water Line 6”); and
- (vii) Water Line 7: Approximately 6,350± linear feet of a 16-inch water main, together with all appurtenances and improvements related thereto, as generally depicted and described in Exhibit D (collectively, “Water Line 7”); and
- (viii) Water Line 8: Approximately 2,660± linear feet of a 16-inch water main, together with all appurtenances and improvements related thereto, as generally depicted and described in Exhibit D (collectively, “Water Line 8”); and
- (ix) Water Line 9: Approximately 5,480± linear feet of a 16-inch water main, together with all appurtenances and improvements related thereto, as generally depicted and described in Exhibit D (collectively, “Water Line 9”); and

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<sup>2</sup> The diameter of each Water Improvement and Wastewater Improvement identified in this Section is an estimate only and is subject to change. Any changes to the diameter will be reflected in the Approved Plans.

- (x) Water Line 10: Approximately 2,450± linear feet of a 20-inch water main, together with all appurtenances and improvements related thereto, as generally depicted and described in Exhibit D (collectively, “Water Line 10”); and
  - (xi) Water Line 11: Approximately 4,775± linear feet of a 24-inch water main, together with all appurtenances and improvements related thereto, as generally depicted and described in Exhibit D (collectively, “Water Line 11”).
- (b) As used in this Agreement, the term “Wastewater Improvements” shall mean and refer to the following, each a “Wastewater Improvement” generally depicted in Exhibit E and listed in Exhibit F:
- (i) Wastewater Line 1: Approximately 3,550± linear feet of a 27-inch wastewater main, together with all appurtenances and improvements related thereto, as generally depicted and described in Exhibit E (collectively, “Wastewater Line 1”); and
  - (ii) Wastewater Line 2: Approximately 3,180± linear feet of a 36-inch wastewater main, together with all appurtenances and improvements related thereto, as generally depicted and described in Exhibit E (collectively, “Wastewater Line 2”); and
  - (iii) Wastewater Line 3: Approximately 4,420± linear feet of an 18-inch wastewater main, together with all appurtenances and improvements related thereto, as generally depicted and described in Exhibit E (collectively, “Wastewater Line 3”); and
  - (iv) Wastewater Line 4: Approximately 3,440± linear feet of an 18-inch wastewater main, together with all appurtenances and improvements related thereto, as generally depicted and described in Exhibit E (collectively, “Wastewater Line 4”); and
  - (v) Wastewater Line 5: Approximately 3,060± linear feet of a 12-inch wastewater main, together with all appurtenances and improvements related thereto, as generally depicted and described in Exhibit E (collectively, “Wastewater Line 5”); and
  - (vi) Wastewater Line 6: Approximately 2,670± linear feet of a variable-width (21-inch to 24-inch) wastewater main, together with all appurtenances and improvements related thereto, as generally depicted and described in Exhibit E (collectively, “Wastewater Line 6”); and
  - (vii) Wastewater Line 7: Approximately 11,940± linear feet of a variable-width (8-inch to 18-inch) wastewater main, together with all appurtenances and

improvements related thereto, as generally depicted and described in Exhibit E (collectively, “Wastewater Line 7”); and

- (viii) Wastewater Line 8: Approximately 3,220± linear feet of a 21-inch wastewater main, together with all appurtenances and improvements related thereto, as generally depicted and described in Exhibit E (collectively, “Wastewater Line 8”).
- (c) FHQ shall design, construct and complete, at its sole cost and expense other than as provided in this Agreement, each of Water Line 1, Water Line 2, Water Line 3, Water Line 4, Water Line 5, Water Line 6, Water Line 7 and Wastewater Line 1 (collectively, the “Developer-Required Improvements”). FHQ may elect to design, construct and complete, at its sole cost and expense other than as provided in this Agreement, each of Water Line 8, Water Line 9, Water Line 10, Water Line 11, Wastewater Line 2, Wastewater Line 3, Wastewater Line 4, Wastewater Line 5, Wastewater Line 6, Wastewater Line 7 and Wastewater Line 8 (collectively, the “Developer-Elected Improvements”); provided, however, it shall not be a default under this Agreement if FHQ does not elect to construct such Developer-Elected Improvements and nothing in this Agreement waives or modifies any requirements to construct and complete each such Developer-Elected Improvement imposed under Frisco’s Code of Ordinances or state law, as they exist or may be amended, in connection with the development of any portion of the Property. FHQ shall ensure that the design and construction of each of the Water Improvements and Wastewater Improvements (collectively, “Developer Improvements”) FHQ constructs under this Agreement complies with all applicable ordinances, rules, regulations and standards of Frisco and state law.
- (d) As conditions of Frisco’s issuance of any building permits on a tract, parcel, or part of the Property served by a Water Improvement or a Wastewater Improvement, in whole or in part, and the Reimbursement (hereinafter defined), FHQ shall submit to Frisco the complete design, plans, specifications and anticipated budget and contract amount and supporting information reasonably requested by Frisco detailing the costs associated with each of the Developer Improvements (a “Developer Improvement Budget”) for each of the Developer Improvements in compliance with this Agreement, applicable requirements of the Americans with Disabilities Act and Texas Accessibility Standards and all applicable ordinances, laws, rules, requirements and regulations of Frisco and the State of Texas, as they exist or may be amended (collectively, “Plans”). In addition, FHQ shall include with each Developer Improvement Budget for Water Line 2, Water Line 5, Water Line 6, Water Line 7, Water Line 8, Water Line 9, Water Line 10 and Water Line 11 an engineer’s opinion of probable cost to design and construct an equivalent 12-inch water main within the same location of the applicable Water Improvement, plus supporting information reasonably requested by Frisco detailing such costs, for use in calculating the Reimbursement (hereinafter defined) for the applicable Water Improvement. In addition, FHQ shall include with each Developer Improvement Budget for Wastewater Line 3, Wastewater Line 4, Wastewater Line 5, Wastewater Line 6, Wastewater Line 7 and Wastewater Line 8 an engineer’s

opinion of probable cost to design and construct an equivalent 8-inch wastewater main within the same location of the applicable Wastewater Improvement, plus supporting information reasonably requested by Frisco detailing such costs, for use in calculating the Reimbursement (hereinafter defined) for the applicable Wastewater Improvement. In addition, FHQ shall include with the Developer Improvement Budget for Wastewater Line 2 an engineer's opinion of probable cost to design and construct an equivalent 18-inch wastewater main within the same location of Wastewater Line 2, plus supporting information reasonably requested by Frisco detailing such costs, for use in calculating the Reimbursement (hereinafter defined) for Wastewater Line 2. The Plans and each Developer Improvement Budget must be approved, in writing, by Frisco's Director of Engineering, or his designee (collectively, "Approved Plans"). FHQ may not commence construction of any portion of the Developer Improvements unless and until FHQ has obtained from Frisco the Approved Plans and the Frisco City Manager's written approval of the Developer Improvement Budget for each such portion of the Developer Improvements and Frisco's written notice to proceed with such construction provided that FHQ shall be obligated to request such notice(s) only if, as and when FHQ is prepared to proceed with such construction.

- (e) All of the Developer Improvements constructed by FHQ must be completed and finally accepted by Frisco as provided herein and in accordance with the Approved Plans and any and all applicable ordinances, laws, rules, regulations and requirements, as they exist, may be amended or in the future arising (collectively, "Frisco's Final Acceptance"). With respect to the Developer-Required Improvements and not the Developer-Elected Improvements, and without limiting the generality of the foregoing statement, and unless the parties agree in writing otherwise, FHQ 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 FHQ in the same manner as if Frisco, and not FHQ, was the party designing, constructing and completing the Developer Improvements. FHQ must proceed diligently with construction of each of the Developer-Required Improvements and the Developer-Elected Improvements to be constructed by FHQ 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.

(f) Developer Bonds.

- (i) Evidence of any bonds required by Section 212.073 of the Texas Local Government Code, as amended, other applicable law and this Agreement (collectively, the "Developer Bonds") shall be provided by FHQ to Frisco.
- (ii) Before commencing construction of the Developer Improvements, FHQ 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 mutually agreed estimated cost of each such Developer Improvement 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 Improvement; and (B) for the completion of the Developer Improvement in accordance with this Agreement. Prior to Frisco's Final Acceptance of any Developer Improvement, FHQ 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 mutually agreed estimated cost of each such Developer Improvement to ensure the repair or remedy of any maintenance issues Frisco may have regarding the Developer Improvement after Frisco's issuance of Frisco's Final Acceptance of the same.

- (iii) The Developer Bonds 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.
- (g) Prior to commencing any construction of any of the Developer Improvements, FHQ shall include the following provisions in any contract with any person or entity hired by FHQ to construct all or any portion of the Developer Improvements (collectively, "Developer Contractor"):
  - (i) "All warranties provided to [Developer] shall inure to the benefit of the City of Frisco, Texas for all purposes."
  - (ii) "[DEVELOPER CONTRACTOR] SHALL, FOR A PERIOD OF TWO (2) YEARS FOLLOWING THE CITY OF FRISCO'S FINAL ACCEPTANCE OF THE [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 [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."
- (h) As an additional condition of Frisco issuing Frisco's Final Acceptance of the Developer Improvements, FHQ 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 FHQ. This Section shall survive the termination of this Agreement.

- (i) The Developer Improvements may be constructed in a phased manner in accordance with this subsection. Unless otherwise agreed in writing by the parties, and provided that FHQ may undertake multiple phases simultaneously, the order in which the Developer Improvements shall be constructed is:

Phase 1: Water Line 1, Water Line 2, Wastewater Line 1  
Phase 2: Water Line 3, Water Line 4, Water Line 5  
Phase 3: Water Line 6  
Phase 4: Water Line 7  
Phase 5: All other Developer Improvements

Provided that Frisco has: (i) issued Approved Plans and all necessary permits and approvals for the applicable phase of the Developer Improvements, and (ii) has acquired all necessary right-of-way or easement rights for any portions of the Developer Improvements located outside the Property and on Frisco-owned property for such phase, FHQ shall commence construction of each phase by the later of: 12 months following the occurrence of (i) through (ii), above, in connection with such phase, or the dates shown in the following schedule (subject to applicable extensions allowed by this Agreement, if any):

Phase 1: June 30, 2022.  
Phase 2: September 30, 2022.  
Phase 3: 6 months following the completion of the anticipated expansion/reconfiguration of the intersection of the Dallas North Tollway and Fields Parkway by the North Texas Tollway Authority but not later than 6 months following completion of Panther Creek Parkway.  
Phase 4: Within 24 months of commencement of construction of Phase 3.

As used in this Agreement, the term “commence construction” shall mean the delivery to Frisco of a fully executed construction contract for the applicable phase. From commencement of construction for any given phase (except for Phase 1 and Phase 2, as provided below), FHQ shall complete each such phase within 14 months after such date.

Except as otherwise agreed in writing by the parties, FHQ shall use commercially reasonable efforts to complete Phase 1 by September 1, 2023 and Phase 2 by December 1, 2023.

- (j) 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.

(k) As an additional condition of Frisco issuing any Frisco Final Acceptance of a Developer Improvement, FHQ shall tender to Frisco evidence, in a form acceptable to Frisco, that all of the design, construction and completion costs of each such Developer Improvement have been incurred and paid by FHQ, 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”). The Evidence of Payments shall reflect the FHQ’s final, actual cost to design and construct each of the Developer Improvements (“Actual Developer Improvements Costs”).

(l) Insurance Requirements.

(i) FHQ shall procure and maintain, at its 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 their obligations with respect to the Developer Improvements being constructed by FHQ on Frisco-owned property 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 or employer’s liability insurance as required by state law.

(ii) 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 FHQ and Frisco as additional insured;

(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, FHQ 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.

- (iii) 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.
- (iv) A certificate of insurance and all endorsements evidencing FHQ's insurance required hereunder shall be submitted and approved as a condition of Frisco's Final Acceptance of the Developer Improvements.
- (m) Permit and Inspection Fees. FHQ shall pay all applicable permit and inspection fees related to the Developer Improvements constructed or to be constructed by FHQ.

5. Frisco Participation in Certain of the Actual Developer Improvements Costs.

(a) Reimbursement.

- (i) Conditions to Reimbursement. In consideration of the Developer Parties fulfilling their obligations under this Agreement and subject to the limitations of Section 5(b) below, Frisco agrees to participate in a portion of the costs actually incurred and paid by the Developer Parties with respect to the design, construction and completion of the Developer Improvements that are Finally Accepted by Frisco only by reimbursing FHQ (the "Reimbursement") as follows:
  - (A) With respect to Water Line 1, Water Line 3, Water Line 4, and Wastewater Line 1, Frisco's Reimbursement shall be in an amount equal to the lesser of: (1) the amount of Developer's Actual Developer Improvements Costs attributable to Water Line 1, Water Line 3, Water Line 4, or Wastewater Line 1, as applicable, as evidenced by the Evidence of Payments; or (2) the amount of the Developer Improvement Budget approved with the applicable Approved Plans attributable to Water Line 1, Water Line 3 or Water Line 4, as applicable, as may be modified from time to time upon the written agreement of the parties as a result of change orders during construction;
  - (B) With respect to Water Line 2, Water Line 5, Water Line 6 and Water Line 7, Frisco's Reimbursement shall be in an amount equal to the lesser of: (1) the amount of Developer's Actual Developer Improvements Costs attributable to Water Line 2, Water Line 5, Water Line 6 and Water Line 7, as applicable, as evidenced by the Evidence of Payments, minus the amount of the Frisco-approved estimated cost of designing and constructing an equivalent 12-inch water main within the same location of each such Water Improvement; or (2) the amount of the Developer Improvement Budget approved with the applicable Approved Plans attributable to Water Line 2, Water Line 5, Water Line 6 and Water Line 7, as

applicable, as may be modified from time to time upon the written agreement of the parties as a result of change orders during construction, minus the amount of the Frisco-approved estimated cost of designing and constructing an equivalent 12-inch water main within the same location of each such Water Improvement;

- (C) With respect to Water Line 8, Water Line 9, Water Line 10 and Water Line 11, Frisco's Reimbursement shall be in an amount equal to the lesser of: (1) the amount of Developer's Actual Developer Improvements Costs attributable to Water Line 8, Water Line 9, Water Line 10 and Water Line 11, as applicable, as evidenced by the Evidence of Payments, minus the amount of the Frisco-approved estimated cost of designing and constructing an equivalent 12-inch water main within the same location of each such Water Improvement; (2) the amount of the Developer Improvement Budget approved with the applicable Approved Plans attributable to Water Line 8, Water Line 9, Water Line 10 or Water Line 11, as applicable, as may be modified from time to time upon the written agreement of the parties as a result of change orders during construction, minus the amount of the Frisco-approved estimated cost of designing and constructing an equivalent 12-inch water main within the same location of each such Water Improvement; or (3) the total amount of water impact fees collected on the Property;
- (D) With respect to Wastewater Line 3, Wastewater Line 4, Wastewater Line 5, Wastewater Line 6, Wastewater Line 7 and Wastewater Line 8, Frisco's Reimbursement shall be in an amount equal to the lesser of: (1) the amount of Developer's Actual Developer Improvements Costs attributable to Wastewater Line 3, Wastewater Line 4, Wastewater Line 5, Wastewater Line 6, Wastewater Line 7 or Wastewater Line 8, as applicable, as evidenced by the Evidence of Payments, minus the amount of the Frisco-approved estimated cost of designing and constructing an equivalent 8-inch wastewater main within the same location of each such Wastewater Improvement; (2) the amount of the Developer Improvement Budget approved with the applicable Approved Plans attributable to Wastewater Line 3, Wastewater Line 4, Wastewater Line 5, Wastewater Line 6, Wastewater Line 7 or Wastewater Line 8, as applicable, as may be modified from time to time upon the written agreement of the parties as a result of change orders during construction, minus the amount of the Frisco-approved estimated cost of designing and constructing an equivalent 8-inch wastewater main within the same location of each such Wastewater Improvement; or (3) the total amount of wastewater impact fees collected on the Property;
- (E) With respect to Wastewater Line 2, Frisco's Reimbursement shall be in an amount equal to the lesser of: (1) the amount of Developer's

Actual Developer Improvements Costs attributable to Wastewater Line 2, as evidenced by the Evidence of Payments, minus the amount of the Frisco-approved estimated cost of designing and constructing an equivalent 18-inch wastewater main within the same location of Wastewater Line 2; (2) the amount of the Developer Improvement Budget approved with the Approved Plans attributable to Wastewater Line 2, as may be modified from time to time upon the written agreement of the parties as a result of change orders during construction, minus the amount of the Frisco-approved estimated cost of designing and constructing an equivalent 18-inch wastewater main within the same location of Wastewater Line 2; or (3) the total amount of wastewater impact fees collected on the Property.

Notwithstanding any statement to the contrary in this Agreement, Frisco's obligation to pay the Reimbursement is strictly conditioned and contingent on: (X) among other requirements for Frisco's Final Acceptance of the Developer Improvements, the Actual Developer Improvements Costs attributable to each of the Developer Improvements, as evidenced by the Evidence of Payments, are reviewed and approved by Frisco's Director of Engineering; and (Y) FHQ fulfilling all of its obligations under this Agreement, including but not limited to, (1) FHQ obtaining Frisco's Final Acceptance of the applicable Developer Improvement; and (2) FHQ tendering to Frisco the Evidence of Payments. In no event shall Frisco pay any portion of a Reimbursement request concerning a Developer-Required Improvement that is attributable to costs resulting from remobilization, delays, regarding or other work necessitated by the FHQ's failure to construct the Developer-Required Improvement in connection and coordination with the associated roadway project.

(b) Timing of Reimbursement.

- (i) Reimbursement for Developer-Required Improvements. Frisco's Reimbursement to FHQ for the Developer-Required Improvements is due and payable within sixty (60) days of the later of Frisco's issuance of a Frisco Final Acceptance for each such set of Developer-Required Improvements and Frisco's receipt of the FHQ's written request for such payment; provided, however, and unless otherwise agreed in writing by the parties, no portion of the Reimbursement attributable to each such phase of the improvements shall be due or eligible for payment until the later of: (i) 12 months after the final award of a construction contract for the applicable Developer-Required Improvement; or (ii) the expiration of the following dates for each phase of the Developer-Required Improvements:

Phase 1: December 31, 2022.  
Phase 2: June 30, 2023.  
Phase 3: December 31, 2024.

Phase 4: December 31, 2025.

(ii) Reimbursement for Developer-Elected Improvements.

- (A) Developer-Elected Water Improvements. Frisco's Reimbursement to FHQ for the Developer-Elected Improvements that are Water Improvements is governed by this subsection and is strictly conditioned and contingent on the availability of water impact fees collected on or from the Property by Frisco under Frisco Ordinance Nos. 90-06-08, 91-03-01, 93-02-07, 94-04-07, 00-02-29, 01-09-66, 05-07-53, 12-03-12, 14-05-29, 19-04-29 and any other amendments thereto, as they exist or may be amended and any successor ordinances thereto (collectively, the "Impact Fee Ordinance") in an amount sufficient to pay the total amount of the Reimbursement sought under this subsection. Provided that Frisco has actually collected water impact fees on or from the Property in an amount sufficient to pay a portion or all of the applicable Reimbursement amount in any given year under this subsection, requests for Reimbursement submitted by FHQ under this subsection on or before July 31 of each such year shall be due and payable on or before August 31 of the same year so long as Frisco has issued Final Acceptance for the applicable Developer-Elected Improvement and Frisco has received FHQ's written request for such payment. Requests for Reimbursement under this subsection that Frisco receives after July 31 of each year shall be due and payable on or before August 31 of the following year provided that all other conditions of this subsection are satisfied.
- (B) Developer-Elected Wastewater Improvements. Frisco's Reimbursement to FHQ for the Developer-Elected Improvements that are Wastewater Improvements is governed by this subsection and is strictly conditioned and contingent on the availability of wastewater impact fees collected on or from the Property by Frisco under the Impact Fee Ordinance in an amount sufficient to pay the total amount of the Reimbursement sought under this subsection. Provided that Frisco has actually collected wastewater impact fees on or from the Property in an amount sufficient to pay a portion or all of the applicable Reimbursement amount in any given year under this subsection, requests for Reimbursement submitted by FHQ under this subsection on or before July 31 of each such year shall be due and payable on or before August 31 of the same year so long as Frisco has issued Final Acceptance for the applicable Developer-Elected Improvement and Frisco has received FHQ's written request for such payment. Requests for Reimbursement under this subsection that Frisco receives after July 31 of each year shall be due and payable on or before August 31 of the following year provided that all other conditions of this subsection are satisfied.



- (c) Limitation. Frisco agrees to issue, and FHQ agrees to accept on behalf of the other Developer Parties, the Reimbursement as Frisco's sole financial participation in the costs incurred by the Developer Parties in connection with the design, construction and completion of each of the Developer Improvements, regardless of the amount of those costs.
  - (d) Debt Service Assurance. The parties agree that the Developer Parties are required to provide to Frisco the "Assurance Obligation" so that Frisco will not be responsible for funding any shortfalls in Frisco's debt service obligations with respect to certain of the "Developer Improvements" as defined in and pursuant to Section 6(d) of the 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) ("Second Agreement"). The parties agree that the Assurance Obligation (as defined in the Second Agreement) shall apply to Frisco's debt service obligations in connection with the Reimbursement for the Developer-Required Improvements under this Agreement in the same manner and to the same extent as the Assurance Obligation applies under the Second Agreement. This provision does not create a new debt service assurance nor expand the existing Assurance Obligation beyond that established in the Second Agreement.
6. No Entitlement to Impact Fee Credit. The parties acknowledge and agree that that water and wastewater impact fees will be assessed and owed on the Property as prescribed in the Impact Fee Ordinance. Notwithstanding any other statement in this Agreement to the contrary, no Developer Party and no portion of the Property shall be entitled to any impact fee credit for the design, construction or completion of any portion of the Developer Improvements or otherwise pursuant to 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 Water Improvements or Wastewater 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 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 by City. 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 FHQ written notice of termination; provided, however, that Frisco's right to terminate under this Section shall be limited to those Developer Improvements for which FHQ 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 5 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 Water Improvements or Wastewater 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 FHQ's ability to receive Reimbursements and the Developer Parties' obligations in connection with the Water Improvements or Wastewater Improvements, 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 Pierson, City Manager  
6101 Frisco Square Boulevard, 5<sup>th</sup> Floor  
Frisco, Texas 75034  
Telephone: (972) 292-5100  
Email: [wperson@friscotexas.gov](mailto: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](mailto:rpittman@abernathy-law.com)

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

Todd Watson  
FHQ Development Partners 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 Development Partners 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  
E-mail: tmann@winstead.com

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 Development Partners, LP (formerly known as 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 Development Partners, LP (formerly known as 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).
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

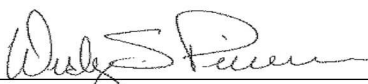
and voluntarily waives any right to claim its failure to obtain the advice of legal counsel as the basis for setting aside or challenging the validity or enforceability of this Agreement.

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.

*[Signature pages follow.]*

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

By:   
Wesley Pierson, City Manager  
Date: August 2, 2022

Attested to by:

Approved as to form:

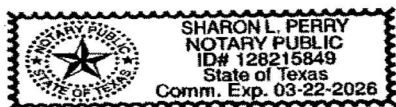
Kristi Morrow, City Secretary

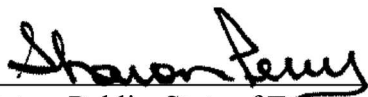
  
Abernathy Roeder Boyd & Hullett, P.C.  
Ryan D. Pittman, City Attorneys

STATE OF TEXAS       §  
                                     §  
COUNTY OF COLLIN   §

BEFORE ME, the undersigned authority, on this day personally appeared WESLEY 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 2nd day of August, 2022.



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



FHQ DEVELOPMENT PARTNERS LP,  
a Delaware limited partnership

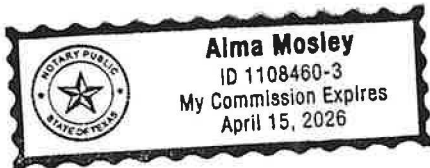
By: FHQ HOLDINGS GP LLC,  
a Delaware limited liability company,  
its general partner

By: Todd M. Watson  
Name: Todd M. Watson  
Title: Vice President  
Date: July 20, 2022

STATE OF TEXAS       §  
                                  §  
COUNTY OF DALLAS   §

BEFORE ME, the undersigned authority, on this day personally appeared Todd M. 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 20th day of July, 2022.



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

FIELDS PRESERVE INVESTMENT PARTNERS LP,  
a Delaware limited partnership

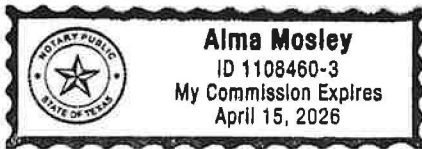
By: FHQ HOLDINGS GP LLC,  
a Delaware limited liability company,  
its general partner

By: Todd M. Watson  
Name: Todd M. Watson  
Title: Vice President  
Date: July 20, 2022

STATE OF TEXAS       §  
                                  §  
COUNTY OF DALLAS   §

BEFORE ME, the undersigned authority, on this day personally appeared  
Todd M. 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 20th day of  
July, 2022.



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

FIELDS MIDTOWN WEST INVESTMENT PARTNERS LP,  
a Delaware limited partnership

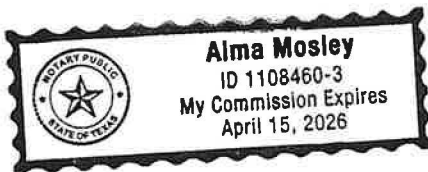
By: FHQ HOLDINGS GP LLC,  
a Delaware limited liability company,  
its general partner

By: Todd M. Watson  
Name: Todd M. Watson  
Title: Vice President  
Date: July 20, 2022

STATE OF TEXAS       §  
                                  §  
COUNTY OF DALLAS   §

BEFORE ME, the undersigned authority, on this day personally appeared Todd M. 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 20th day of July, 2022.



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

FIELDS POINT WEST INVESTMENT PARTNERS LP,  
a Delaware limited partnership

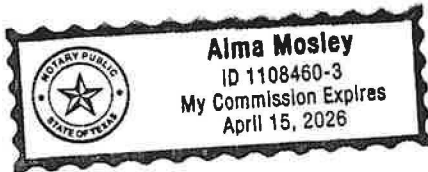
By: FHQ HOLDINGS GP LLC,  
a Delaware limited liability company,  
its general partner

By: Todd M. Watson  
Name: Todd M. Watson  
Title: Vice President  
Date: July 20, 2022

STATE OF TEXAS       §  
                                  §  
COUNTY OF DALLAS   §

BEFORE ME, the undersigned authority, on this day personally appeared Todd M. 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 20th day of July, 2022.



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

FIELDS MIDTOWN EAST INVESTMENT PARTNERS LP,  
a Delaware limited partnership

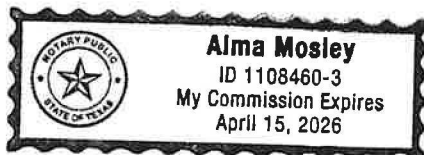
By: FHQ HOLDINGS GP LLC,  
a Delaware limited liability company,  
its general partner

By: Todd M. Watson  
Name: Todd M. Watson  
Title: Vice President  
Date: July 20, 2022

STATE OF TEXAS       §  
                                  §  
COUNTY OF DALLAS   §

BEFORE ME, the undersigned authority, on this day personally appeared Todd M. 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 20th day of July, 2022.



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



FIELDS EAST VILLAGE INVESTMENT PARTNERS LP,  
a Delaware limited partnership

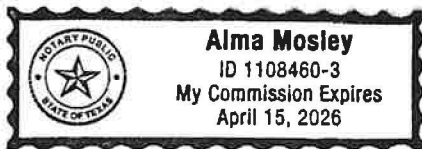
By: FHQ HOLDINGS GP LLC,  
a Delaware limited liability company,  
its general partner

By: Todd M. Watson  
Name: Todd M. Watson  
Title: Vice President  
Date: July 20, 2022

STATE OF TEXAS       §  
                                  §  
COUNTY OF DALLAS   §

BEFORE ME, the undersigned authority, on this day personally appeared Todd M. 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 20th day of July, 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

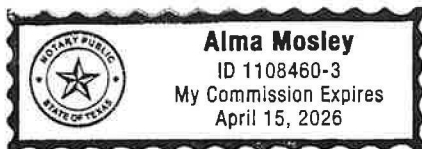
By: Todd M. Watson  
Name: Todd M. Watson  
Title: Vice President  
Date: July 20, 2022

STATE OF TEXAS       §  
                                  §  
COUNTY OF DALLAS   §

BEFORE ME, the undersigned authority, on this day personally appeared  
Todd M. 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 20th day of  
July, 2022.

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



FIELDS UNIVERSITY VILLAGE INVESTMENT  
PARTNERS LP,  
a Delaware limited partnership

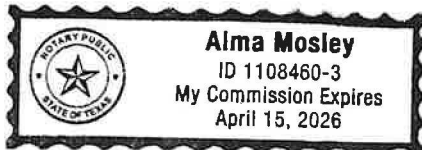
By: FHQ HOLDINGS GP LLC,  
a Delaware limited liability company,  
its general partner

By: Todd M. Watson  
Name: Todd M. Watson  
Title: Vice President  
Date: July 20, 2022

STATE OF TEXAS       §  
                                  §  
COUNTY OF DALLAS   §

BEFORE ME, the undersigned authority, on this day personally appeared Todd M. 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 20th day of July, 2022.



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

NORTH FIELDS INVESTMENT PARTNERS LP,  
a Delaware limited partnership

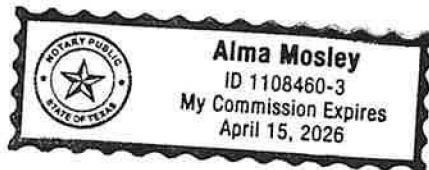
By: FHQ HOLDINGS GP LLC,  
a Delaware limited liability company,  
its general partner

By: Todd M. Watson  
Name: Todd M. Watson  
Title: Vice President  
Date: July 20, 2022

STATE OF TEXAS       §  
                                  §  
COUNTY OF DALLAS   §

BEFORE ME, the undersigned authority, on this day personally appeared Todd M. 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 20th day of July, 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**

BEING a tract of land situated in the W. H. Bates Survey, Abstract No. 83, William E. Bates Survey, Abstract No. 90, Clayton Rogers Survey, Abstract No. 1133, Memphis, El Paso and Pacific Railroad Company Survey, Abstract No. 941, Charles L. Smith Survey, Abstract 1185 (Denton County), Abstract No. 807 (Collin County), City of Frisco, Collin and Denton Counties, Texas and being a portion of Tract 3 (called 1,722.364-acres) as described in a Special Warranty Deed to FHQ Holdings LP, recorded in Instrument No. 2018-93106, Official Records of Denton County, Texas and in Instrument No. 20180807000990770, Official Public Records of Collin County, Texas, part of Lot 1, Block A of PGA Frisco Addition, Block A, Lots 1-6, an addition to the City of Frisco, according to the Conveyance Plat recorded in Volume 2020, Page 111 of the Plat Records of Denton County, Texas, and being a part of a called 424.472 acre tract described in a deed to the City of Frisco, Texas, as recorded in Document No. 2018-147107, Official Records of Denton County, Texas, and all of a called 0.0031-acre tract of land described in a Limited General Warranty Deed to FHQ Holdings LP, recorded in Instrument No. 2020-10276, Official Records of Denton County, Texas, and being more particularly described by metes and bounds as follows:

COMMENCING at the westerly, southwest corner of said Tract 3 (called 1,722.364-acres), same being on the north right of way line of Panther Creek Parkway, a variable width right of way, as described in a deed to the City of Frisco, recorded in Instrument No. 2008-9796, Official Records of Denton County, Texas, same also being on the east line of Lone Star High School, an addition to the City of Frisco, according to the plat, recorded in Document No. 2009-135, Plat Records of Denton County, Texas;

THENCE North 00°13'48" West, departing the north right of way line of said Panther Creek Parkway, along the westerly line of said Tract 3 (called 1,722.364-acres), the east line of said Lone Star High School and the east line of a called 219.034-acre tract of land as described in a deed to the City of Frisco, recorded in Volume 4205, Page 111, Deed Records of Denton County, Texas, a distance of 3,166.19 feet to the POINT OF BEGINNING of the herein described tract;

THENCE North 00°13'48" West, along the westerly line of said Tract 3 (called 1,722.364-acres) and the east line of said 219.034-acre tract, a distance of 45.00 feet to a point for corner on the southerly line of Lot 1, Block A, PGA Frisco Addition, Block A, Lots 1-6, an addition to the City of Frisco, according to the plat, recorded in Document No. 2009-135, Plat Records of Denton County, Texas and Volume 2020, Page 253, Plat Records of Collin County, Texas;

THENCE South 89°52'38" East, along the southerly line of said Lot 1, Block A, a distance of 160.17 feet to a point at the beginning of a tangent curve to the left having a central angle of 12°42'40", a radius of 2,000.00 feet, a chord bearing and distance of North 83°46'02" East, 442.79 feet;

THENCE in a northeasterly direction, continuing along the southerly line of said Lot 1, Block A, with said curve to the left, an arc distance of 443.70 feet to a point for corner;

THENCE North 77°24'42" East, continuing along the southerly line of said Lot 1, Block A, a distance of 496.17 feet to a point at the beginning of a tangent curve to the right having a central angle of 02°04'50", a radius of 2,000.00 feet, a chord bearing and distance of North 78°27'07" East, 72.62 feet;

THENCE in a northeasterly direction, continuing along the southerly line of said Lot 1, Block A, with said curve to the right, an arc distance of 72.62 feet to a point for corner;

THENCE North 71°26'15" East, continuing along the southerly line of said Lot 1, Block A, a distance of 43.52 feet to the southerly, southeast corner of said Lot 1, Block A;

THENCE North 07°40'16" West, along the easterly line of said Lot 1, Block A, a distance of 91.65 feet to a point for corner;

THENCE North  $71^{\circ}26'15''$  East, departing the easterly line of said Lot 1, Block A and crossing said Tract 3 (called 1,722.364-acres), a distance of 424.33 feet to a point at the beginning of a tangent curve to the right having a central angle of  $35^{\circ}36'33''$ , a radius of 3,045.00 feet, a chord bearing and distance of North  $89^{\circ}14'32''$  East, 1862.14 feet;

THENCE in a northeasterly direction, continuing across said Tract 3 (called 1,722.364-acres), with said curve to the right, an arc distance of 1,892.45 feet to a point for corner;

THENCE South  $72^{\circ}57'12''$  East, continuing across said Tract 3 (called 1,722.364-acres), a distance of 128.59 feet to a point at the beginning of a tangent curve to the left having a central angle of  $30^{\circ}44'50''$ , a radius of 1,955.00 feet, a chord bearing and distance of South  $88^{\circ}19'37''$  East, 1,036.59 feet;

THENCE in a southeasterly direction, continuing across said Tract 3 (called 1,722.364-acres), with said curve to the left, an arc distance of 1,049.14 feet to a point for corner;

THENCE North  $76^{\circ}17'58''$  East, continuing across said Tract 3 (called 1,722.364-acres), a distance of 408.15 feet to a point at the beginning of a tangent curve to the right having a central angle of  $10^{\circ}23'03''$ , a radius of 1,545.00 feet, a chord bearing and distance of North  $81^{\circ}29'29''$  East, 279.63 feet;

THENCE in a northeasterly direction, continuing across said Tract 3 (called 1,722.364-acres), with said curve to the right, an arc distance of 280.01 feet to a point for corner;

THENCE North  $85^{\circ}58'03''$  East, continuing across said Tract 3 (called 1,722.364-acres), a distance of 176.95 feet to a point for corner;

THENCE South  $89^{\circ}54'13''$  East, continuing across said Tract 3 (called 1,722.364-acres), a distance of 110.00 feet to a point for corner;

THENCE North  $45^{\circ}05'47''$  East, continuing across said Tract 3 (called 1,722.364-acres), a distance of 56.57 feet to a point for corner;

THENCE North  $00^{\circ}09'07''$  East, continuing across said Tract 3 (called 1,722.364-acres), a distance of 163.18 feet to a point at the beginning of a non-tangent curve to the right having a central angle of  $13^{\circ}53'29''$ , a radius of 700.00 feet, a chord bearing and distance of North  $8^{\circ}34'32''$  East, 169.30 feet;

THENCE in a northeasterly direction, continuing across said Tract 3 (called 1,722.364-acres), 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 having a central angle of  $38^{\circ}56'28''$ , a radius of 1,160.00 feet, a chord bearing and distance of North  $28^{\circ}49'42''$  East, 773.31 feet;

THENCE in a northeasterly direction, continuing across said Tract 3 (called 1,722.364-acres), with said curve to the right, an arc distance of 788.39 feet to a point for corner;

THENCE North  $48^{\circ}17'56''$  East, continuing across said Tract 3 (called 1,722.364-acres), a distance of 449.48 feet to a point at the beginning of a tangent curve to the left having a central angle of  $28^{\circ}43'28''$ , a radius of 1,040.00 feet, a chord bearing and distance of North  $33^{\circ}56'12''$  East, 515.95 feet;

THENCE in a northeasterly direction, continuing across said Tract 3 (called 1,722.364-acres), with said curve to the left, an arc distance of 521.39 feet to a point for corner;

THENCE North  $19^{\circ}34'28''$  East, continuing across said Tract 3 (called 1,722.364-acres), a distance of 189.82 feet to a point for corner on a northerly line of said Tract 3 (called 1,722.364-acres, same being on the southerly line of aforesaid Lot 1, Block A of PGA Frisco Addition;

THENCE South  $89^{\circ}55'05''$  East, along the northerly line of said Tract 3 (called 1,722.364-acres), the southerly line of said Lot 1, Block A, the southerly line of Legacy Drive, a 60' wide right of way, as dedicated in said PGA Frisco Addition and the southerly line of Tract 2 (called 179.5349-acres), as described in a deed to Rockhill Legacy I, LP, as



recorded in Instrument No. 2018-144671, Official Records of Denton County, Texas and in Instrument No. 20181218001532740, Official Public Records of Collin County, Texas, a distance of 127.30 feet to a point for corner;

THENCE South  $19^{\circ}34'28''$  West, departing the northerly line of said Tract 3 (called 1,722.364-acres), the southerly line of said Tract 2 (called 179.5349-acres), crossing said Tract 3 (called 1,722.364-acres), a distance of 232.30 feet to a point at the beginning of a tangent curve to the right having a central angle of  $28^{\circ}43'28''$ , a radius of 1,160.00 feet, a chord bearing and distance of South  $33^{\circ}56'12''$  West, 575.48 feet;

THENCE in a southwesterly direction, continuing across said Tract 3 (called 1,722.364-acres), with said curve to the right, an arc distance of 581.55 feet to a point for corner;

THENCE South  $48^{\circ}17'56''$  West, continuing across said Tract 3 (called 1,722.364-acres), a distance of 449.48 feet to a point at the beginning of a tangent curve to the left having a central angle of  $40^{\circ}15'02''$ , a radius of 1040.00 feet, a chord bearing and distance of South  $28^{\circ}10'25''$  West, 715.67 feet;

THENCE in a southwesterly direction, continuing across said Tract 3 (called 1,722.364-acres), with said curve to the left, an arc distance of 730.60 feet to a point for corner;

THENCE South  $00^{\circ}05'47''$  West, continuing across said Tract 3 (called 1,722.364-acres), a distance of 287.82 feet to a point for corner;

THENCE South  $44^{\circ}48'23''$  East, continuing across said Tract 3 (called 1,722.364-acres), a distance of 56.66 feet to a point at the beginning of a non-tangent curve to the right having a central angle of  $02^{\circ}12'08''$ , a radius of 2,955.00 feet, a chord bearing and distance of South  $88^{\circ}15'13''$  East, 113.58 feet;

THENCE in a southeasterly direction, continuing across said Tract 3 (called 1,722.364-acres), with said curve to the right, an arc distance of 113.58 feet to a point at the beginning of a non-tangent curve to the right having a central angle of  $04^{\circ}52'59''$ , a radius of 1,800.00 feet, a chord bearing and distance of South  $81^{\circ}55'44''$  East, 153.36 feet;

THENCE in a southeasterly direction, continuing across said Tract 3 (called 1,722.364-acres), with said curve to the right, an arc distance of 153.41 feet to a point at the beginning of a non-tangent curve to the right having a central angle of  $18^{\circ}01'28''$ , a radius of 2,945.00 feet, a chord bearing and distance of South  $75^{\circ}10'04''$  East, 922.64 feet;

THENCE in a southeasterly direction, continuing across said Tract 3 (called 1,722.364-acres), with said curve to the right, an arc distance of 926.45 feet to a point for corner;

THENCE South  $66^{\circ}09'20''$  East, continuing across said Tract 3 (called 1,722.364-acres), a distance of 102.75 feet to a point at the beginning of a tangent curve to the right having a central angle of  $20^{\circ}22'42''$ , a radius of 2,045.00 feet, a chord bearing and distance of South  $55^{\circ}57'59''$  East, 723.52 feet;

THENCE in a southeasterly direction, continuing across said Tract 3 (called 1,722.364-acres), with said curve to the right, an arc distance of 727.35 feet to a point for corner;

THENCE South  $46^{\circ}15'48''$  East, continuing across said Tract 3 (called 1,722.364-acres), a distance of 231.39 feet to a point at the beginning of a non-tangent curve to the right having a central angle of  $2^{\circ}54'12''$ , a radius of 2060.00 feet, a chord bearing and distance of South  $37^{\circ}52'35''$  East, 104.37 feet;

THENCE in a southeasterly direction, continuing across said Tract 3 (called 1,722.364-acres), with said curve to the right, an arc distance of 104.38 feet to a point for corner;

THENCE South  $36^{\circ}25'29''$  East, continuing across said Tract 3 (called 1,722.364-acres), a distance of 161.74 feet to a point for corner;

THENCE South  $81^{\circ}25'29''$  East, continuing across said Tract 3 (called 1,722.364-acres), a distance of 56.57 feet to a point for corner on the southeasterly line of said Tract 3 (called 1,722.364-acres), same being on the northwesterly right of way line of Dallas North Tollway, a 300' wide right of way;



THENCE South 53°34'31" West, along the southeasterly line of said Tract 3 (called 1,722.364-acres) and the northwesterly right of way line of said Dallas North Tollway, a distance of 200.00 feet to a point for corner;

THENCE North 08°34'31" East, departing the southeasterly line of said Tract 3 (called 1,722.364-acres), the northwesterly right of way line of said Dallas North Tollway and crossing said Tract 3 (called 1,722.364-acres), a distance of 56.57 feet to a point for corner;

THENCE North 36°25'29" West, continuing across said Tract 3 (called 1,722.364-acres), a distance of 161.74 feet to a point at the beginning of a tangent curve to the left having a central angle of 02°54'12", a radius of 1,940.00 feet, a chord bearing and distance of North 37°52'35" West, 98.29 feet;

THENCE in a northwesterly direction, continuing across said Tract 3 (called 1,722.364-acres), with said curve to the left, an arc distance of 98.30 feet to a point for corner;

THENCE North 38°38'32" West, continuing across said Tract 3 (called 1,722.364-acres), a distance of 219.61 feet to a point at the beginning of a non-tangent curve to the left having a central angle of 20°22'42", a radius of 1,955.00 feet, a chord bearing and distance of North 55°57'59" West, 691.68 feet;

THENCE in a northwesterly direction, continuing across said Tract 3 (called 1,722.364-acres), with said curve to the left, an arc distance of 695.34 feet to a point for corner;

THENCE North 66°09'20" West, continuing across said Tract 3 (called 1,722.364-acres), a distance of 102.75 feet to a point at the beginning of a tangent curve to the left having a central angle of 18°01'28", a radius of 2,855.00 feet, a chord bearing and distance of North 75°10'04" West, 894.44 feet;

THENCE in a northwesterly direction, continuing across said Tract 3 (called 1,722.364-acres), with said curve to the left, an arc distance of 898.14 feet to a point for corner;

THENCE North 89°32'04" West, continuing across said Tract 3 (called 1,722.364-acres), a distance of 148.19 feet to a point at the beginning of a non-tangent curve to the left having a central angle of 02°10'52", a radius of 2,845.00 feet, a chord bearing and distance of North 88°14'35" West, 108.29 feet;

THENCE in a northwesterly direction, continuing across said Tract 3 (called 1,722.364-acres), with said curve to the left, an arc distance of 108.30 feet to a point for corner;

THENCE South 45°11'50" West, continuing across said Tract 3 (called 1,722.364-acres), a distance of 56.52 feet to a point for corner;

THENCE South 00°06'28" West, continuing across said Tract 3 (called 1,722.364-acres), a distance of 162.70 feet to a point at the beginning of a non-tangent curve to the right having a central angle of 35°55'47", a radius of 1,258.02 feet, a chord bearing and distance of South 20°52'17" West, 776.03 feet;

THENCE in a southwesterly direction, continuing across said Tract 3 (called 1,722.364-acres), with said curve to the right, an arc distance of 788.89 feet to a point for corner;

THENCE South 39°36'46" West, continuing across said Tract 3 (called 1,722.364-acres), a distance of 550.12 feet to a point at the beginning of a tangent curve to the left having a central angle of 24°01'15", a radius of 2,440.00 feet, a chord bearing and distance of South 27°36'08" West, 1015.48 feet;

THENCE in a southwesterly direction, continuing across said Tract 3 (called 1,722.364-acres), with said curve to the left, an arc distance of 1,022.95 feet to a point for corner;

THENCE South 89°12'11" East, continuing across said Tract 3 (called 1,722.364-acres), a distance of 647.61 feet to a point for corner;

THENCE South  $60^{\circ}09'08''$  East, continuing across said Tract 3 (called 1,722.364-acres), a distance of 543.67 feet to a point at the beginning of a tangent curve to the right having a central angle of  $15^{\circ}30'47''$ , a radius of 468.17 feet, a chord bearing and distance of South  $52^{\circ}23'45''$  East, 126.37 feet;

THENCE in a southeasterly direction, continuing across said Tract 3 (called 1,722.364-acres), 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 having a central angle of  $18^{\circ}18'49''$ , a radius of 347.97 feet, a chord bearing and distance of South  $35^{\circ}28'57''$  East, 110.75 feet;

THENCE in a southeasterly direction, continuing across said Tract 3 (called 1,722.364-acres), with said curve to the right, an arc distance of 111.22 feet to a point at the beginning of a compound curve to the right having a central angle of  $24^{\circ}27'08''$ , a radius of 259.82 feet, a chord bearing and distance of South  $14^{\circ}05'59''$  East, 110.04 feet;

THENCE in a southeasterly direction, continuing across said Tract 3 (called 1,722.364-acres), with said curve to the right, an arc distance of 110.88 feet to a point at the beginning of a compound curve to the right having a central angle of  $63^{\circ}26'33''$ , a radius of 171.98 feet, a chord bearing and distance of South  $29^{\circ}50'52''$  West, 180.85 feet;

THENCE in a southwesterly direction, continuing across said Tract 3 (called 1,722.364-acres), with said curve to the right, an arc distance of 190.43 feet to a point at the beginning of a compound curve to the right having a central angle of  $24^{\circ}27'08''$ , a radius of 259.82 feet, a chord bearing and distance of South  $73^{\circ}47'43''$  West, 110.04 feet;

THENCE in a southwesterly direction, continuing across said Tract 3 (called 1,722.364-acres), with said curve to the right, an arc distance of 110.88 feet to a point at the beginning of a compound curve to the right having a central angle of  $18^{\circ}18'49''$ , a radius of 347.97 feet, a chord bearing and distance of North  $84^{\circ}49'19''$  West, 110.75 feet;

THENCE in a northwesterly direction, continuing across said Tract 3 (called 1,722.364-acres), with said curve to the right, an arc distance of 111.22 feet to a point at the beginning of a compound curve to the right having a central angle of  $15^{\circ}30'47''$ , a radius of 468.17 feet, a chord bearing and distance of North  $67^{\circ}54'31''$  West, 126.37 feet;

THENCE in a northwesterly direction, continuing across said Tract 3 (called 1,722.364-acres), with said curve to the right, an arc distance of 126.76 feet to a point for corner;

THENCE North  $60^{\circ}09'08''$  West, continuing across said Tract 3 (called 1,722.364-acres), a distance of 486.72 feet to a point for corner;

THENCE North  $90^{\circ}00'00''$  West, continuing across said Tract 3 (called 1,722.364-acres), a distance of 545.43 feet to a point at the beginning of a non-tangent curve to the left having a central angle of  $05^{\circ}11'07''$ , a radius of 2,440.01 feet, a chord bearing and distance of South  $02^{\circ}26'54''$  West, 220.75 feet;

THENCE in a southwesterly direction, continuing across said Tract 3 (called 1,722.364-acres), with said curve to the left, an arc distance of 220.82 feet to a point for corner;

THENCE South  $00^{\circ}08'36''$  East, continuing across said Tract 3 (called 1,722.364-acres), a distance of 336.81 feet to a point for corner;

THENCE South  $03^{\circ}59'49''$  East, continuing across said Tract 3 (called 1,722.364-acres), a distance of 150.32 feet to a point for corner;

THENCE South  $00^{\circ}06'24''$  East, continuing across said Tract 3 (called 1,722.364-acres), a distance of 160.00 feet to a point for corner on the south line of said Tract 3 (called 1,722.364-acres), same being on the north right of way line of aforesaid Panther Creek Parkway;

THENCE in a westerly direction, along the south line of said Tract 3 (called 1,722.364-acres) and the north right of way line of said Panther Creek Parkway, the following:

South  $89^{\circ}42'37''$  West, a distance of 139.97 feet to a point for corner;

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 1109.68 feet to a point at the beginning of a tangent curve to the right having a central angle of 10°34'18", a radius of 270.00 feet, a chord bearing and distance of North 84°44'22" West, 49.75 feet;

THENCE in a westerly direction, departing the south line of said Tract 3 (called 1,722.364-acres) and the north right of way line of said Panther Creek Parkway, and crossing said Tract 3 (called 1,722.364-acres), the following courses and distances:

In a northwesterly 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 having a central angle of 10°34'30", a radius of 290.00 feet, a chord bearing and distance of North 84°44'28" West, 53.45 feet;

In a northwesterly direction, with said curve to the left, an arc distance of 53.52 feet to a point at the end of said curve;

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 0°01'31" West, a distance of 81.46 feet to a point at the beginning of a non-tangent curve to the left having a central angle of 8°17'29", a radius of 500.00 feet, a chord bearing and distance of North 4°08'45" West, 72.29 feet;

In a northwesterly 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 having a central angle of 17°51'51", a radius of 150.00 feet, a chord bearing and distance of North 0°38'26" East, 46.58 feet;

In a northeasterly 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 having a central angle of 37°33'49", a radius of 632.73 feet, a chord bearing and distance of North 28°22'37" East, 407.43 feet;

In a northeasterly direction, with said curve to the right, an arc distance of 414.82 feet to a point at the end of said curve;

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 0°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 having a central angle of 44°57'27", a radius of 280.00 feet, a chord bearing and distance of North 76°48'11" West, 214.11 feet;

In a northwesterly direction, with said curve to the left, an arc distance of 219.70 feet to a point at the end of said curve;

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

North 9°23'18" West, a distance of 404.90 feet to a point at the beginning of a tangent curve to the left having a central angle of 15°24'42", a radius of 1020.00 feet, a chord bearing and distance of North 17°05'39" West, 273.54 feet;

In a northwesterly 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 90.51 feet to a point for corner;

South 71°26'15" West, a distance of 66.38 feet to a point at the beginning of a tangent curve to the right having a central angle of 18°41'06", a radius of 2045.00 feet, a chord bearing and distance of South 80°46'48" West, 663.96 feet;

In a southwesterly direction, with said curve to the right, an arc distance of 666.91 feet to a point at the end of said curve;

North 89°52'38" West, a distance of 174.39 feet to the POINT OF BEGINNING and containing 270.25 acres (11,772,278 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 Charles L. Smith Survey, Abstract No. 1185, the William E. Bates Survey, Abstract No. 90, the Clayton Rogers Survey, Abstract No. 1133, (all in Denton County), the Charles L. Smith Survey, Abstract No. 807, and the Collin County School Land Survey, Abstract No. 148 (both in Collin County), City of Frisco, Denton and Collin 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 Instrument No. 20180807000990770, Official Public Records, Collin County, Texas, and being more particularly described by metes and bounds as follows:

BEGINNING at a southeast corner of said Tract 3, common to the north corner of a corner clip at the intersection of the westerly 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) and the northerly right-of-way line of Panther Creek Parkway (variable width right-of-way);

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 Tract 3 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 point for corner;  
South 89°30'18" West, a distance of 1150.26 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 a point for corner;

THENCE departing said common line and crossing said Tract 3 the following courses and distances:

North 0°06'24" West, a distance of 160.00 feet to a point for corner;

North 3°59'49" West, a distance of 150.32 feet to a point for corner;

North 0°08'36" West, a distance of 336.81 feet to a point at the beginning of a tangent curve to the right having a central angle of 5°11'07", a radius of 2440.01 feet, a chord bearing and distance of North 2°26'54" East, 220.75 feet;  
In a northeasterly direction, with said curve to the right, an arc distance of 220.82 feet to a point for the end of said curve to the right;

North 90°00'00" East, a distance of 545.43 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 having a central angle of 15°30'47", a radius of 468.17 feet, a chord bearing and distance of South 67°54'31" East, 126.37 feet;  
In a southeasterly 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 having a central angle of 18°18'49", a radius of 347.97 feet, a chord bearing and distance of South 84°49'19" East, 110.75 feet;

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

In a northeasterly direction, with said curve to the left, an arc distance of 110.88 feet to a point at the beginning of a compound curve to the left having a central angle of  $63^{\circ}26'33''$ , a radius of 171.98 feet, a chord bearing and distance of North  $29^{\circ}50'52''$  East, 180.85 feet;

In a northeasterly direction, with said curve to the left, an arc distance of 190.43 feet to a point at the beginning of a compound curve to the left having a central angle of  $24^{\circ}27'08''$ , a radius of 259.82 feet, a chord bearing and distance of North  $14^{\circ}05'59''$  West, 110.04 feet;

In a northwesterly direction, with said curve to the left, an arc distance of 110.88 feet to a point at the beginning of a compound curve to the left having a central angle of  $18^{\circ}18'49''$ , a radius of 347.97 feet, a chord bearing and distance of North  $35^{\circ}28'57''$  West, 110.75 feet;

In a northwesterly direction, with said curve to the left, an arc distance of 111.22 feet to a point at the beginning of a compound curve to the left having a central angle of  $15^{\circ}30'47''$ , a radius of 468.17 feet, a chord bearing and distance of North  $52^{\circ}23'45''$  West, 126.37 feet;

In a northwesterly direction, with said curve to the left, an arc distance of 126.76 feet to a point for the end of said curve to the left;

North  $60^{\circ}09'08''$  West, a distance of 543.67 feet to a point for corner;

North  $89^{\circ}12'11''$  West, a distance of 647.61 feet to a point at the beginning of a non-tangent curve to the right having a central angle of  $24^{\circ}01'15''$ , a radius of 2440.00 feet, a chord bearing and distance of North  $27^{\circ}36'08''$  East, 1015.48 feet;

In a northeasterly direction, with said curve to the right, an arc distance of 1022.95 feet to a point for the end of said curve to the right;

North  $39^{\circ}36'46''$  East, a distance of 550.12 feet to a point at the beginning of a non-tangent curve to the left having a central angle of  $35^{\circ}55'47''$ , a radius of 1258.02 feet, a chord bearing and distance of North  $20^{\circ}52'17''$  East, 776.03 feet;

In a northeasterly direction, with said curve to the left, an arc distance of 788.89 feet to a point for the end of said curve to the left;

North  $0^{\circ}06'28''$  East, a distance of 162.70 feet to a point for corner;

North  $45^{\circ}11'50''$  East, a distance of 56.52 feet to a point at the beginning of a non-tangent curve to the right having a central angle of  $2^{\circ}10'52''$ , a radius of 2845.00 feet, a chord bearing and distance of South  $88^{\circ}14'35''$  East, 108.29 feet;

In a southeasterly direction, with said curve to the right, an arc distance of 108.30 feet to a point for the end of said curve to the right;

South  $89^{\circ}32'04''$  East, a distance of 148.19 feet to a point at the beginning of a non-tangent curve to the right having a central angle of  $18^{\circ}01'28''$ , a radius of 2855.00 feet, a chord bearing and distance of South  $75^{\circ}10'04''$  East, 894.44 feet;

In a southeasterly direction, with said curve to the right, an arc distance of 898.14 feet to a point for the end of said curve to the right;

South  $66^{\circ}09'20''$  East, a distance of 102.75 feet to a point at the beginning of a tangent curve to the right having a central angle of  $20^{\circ}22'42''$ , a radius of 1955.00 feet, a chord bearing and distance of South  $55^{\circ}57'59''$  East, 691.68 feet;

In a southeasterly direction, with said curve to the right, an arc distance of 695.34 feet to a point for the end of said curve to the right;

South  $38^{\circ}38'32''$  East, a distance of 219.61 feet to a point at the beginning of a non-tangent curve to the right having a central angle of  $2^{\circ}54'12''$ , a radius of 1940.00 feet, a chord bearing and distance of South  $37^{\circ}52'35''$  East, 98.29 feet;

In a southeasterly direction, with said curve to the right, an arc distance of 98.30 feet to a point for the end of said curve to the left;

South 36°25'29" East, a distance of 161.74 feet to a point for corner;

South 8°34'31" West, a distance of 56.57 feet to a point for corner on easterly line of said Tract 3, same being on the westerly right-of-way line of the aforementioned Dallas North Tollway;

THENCE along the common line of said Tract 3 and said Dallas North Tollway the following courses and distances:

South 53°34'31" West, a distance of 68.60 feet to a point at the beginning of a tangent curve to the left having a central angle of 52°44'23", a radius of 3014.79 feet, a chord bearing and distance of South 27°12'20" West, 2678.12 feet;

In a southwesterly direction, with said curve to the left, an arc distance of 2775.06 feet to a point for the end of said curve to the left;

South 0°50'08" West, a distance of 12.41 feet to the POINT OF BEGINNING and containing 155.33 acres (6,766,205 sq. ft.) of land, more or less.

LESS AND EXCEPT THE FOLLOWING TRACT:

Parcel 27R-1 (Right-Of-Way Dedication) 0.1069 acre (4,656 square foot) tract situated in the Clayton Rodgers Survey, Abstract No. 1133, City of Frisco, Denton County, Texas, and more particularly described as follows:

BEING a 0.1069 acre (4,656 square feet) tract of land situated in the Clayton Rodgers Survey, Abstract Number 1133, City of Frisco, Denton County, Texas, and being part a called 1,722.364 acre tract of land described as "Tract 3" in Special Warranty Deed to FHQ Holdings LP, as recorded in Instrument Number 2018-93106 of the Official Records of Denton County, Texas (O.R.D.C.T.) and Instrument Number 20180807000990770 of the Official Public Records of Collin County, Texas (O.P.R.C.C.T.), and being more particularly described as follows:

BEGINNING at a 5/8-inch found iron rod for the southeast corner of said Tract 3, said corner being the intersection of the west right-of-way line of Dallas North Tollway (a variable width right-of-way) and the north right-of-way line of Panther Creek Parkway (a variable width right-of-way);

THENCE South 45 degrees 09 minutes 53 seconds West, with the south line of said Tract 3 and the north right-of-way line of said Panther Creek Parkway, a distance of 19.00 feet to a 1/2-inch set iron rod with yellow plastic cap stamped "HALFF" (hereinafter referred to as "with yellow cap") for corner;

THENCE over and across said Tract 3, the following bearings and distances:

North 00 degrees 04 minutes 49 seconds East, departing said north and south line, a distance of 168.59 feet to a 1/2-inch set iron rod with yellow cap for corner;

North 08 degrees 37 minutes 17 seconds East, a distance of 119.37 feet to a 1/2- inch set iron rod with yellow cap for corner;

North 13 degrees 14 minutes 54 seconds East, a distance of 92.35 feet to a 1/2-inch set iron rod with yellow cap for corner on the east line of said Tract 3 and the west right-of-way line of said Dallas North Tollway, said corner being the point of curvature of a non-tangent circular curve to the left, having a radius of 3,014.79 feet, whose chord bears South 04 degrees 10 minutes 52 seconds West, a distance of 351.64 feet;

THENCE Southerly, with the east line of said Tract 3, the west right-of-way line of said Dallas North Tollway and said curve, through a central angle of 06 degrees 41 minutes 12 seconds, an arc distance of 351.84 feet to a 1/2-inch set iron rod with yellow cap for corner;

THENCE South 00 degrees 50 minutes 16 seconds West, with the east line of said Tract 3 and said west right-of-way line, a distance of 12.41 feet to the POINT OF BEGINNING AND CONTAINING 0.1069 of an acre (4,656 square feet) 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. 1185, Denton County, the John. R Hague Survey, Abstract No. 406, the Charles L. Smith Survey, Abstract No. 807, and the Collin County School Land Survey, Abstract No. 148 (all in Collin County), City of Frisco, Denton and Collin 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 Instrument No. 20180807000990770, Official Public Records, Collin County, Texas, and being more particularly described by metes and bounds as follows:

BEGINNING at a Metal Fence Corner Post found for the southernmost southeast corner of a called 53.7808-acre tract of land described in a deed to Lynn Family Holdings, LTD, recorded in Instrument No. 20120706000819250, Official Public Records, Collin County, Texas, common to an angle point in the easterly line of said Tract 3;

THENCE North 89°06'57" East, along the common line of said Tract 3 and said Lynn tract, a distance of 931.19 feet to a 1/2-inch iron rod found for the southeast corner of said Lynn tract, common to the southwest corner of a called 67.003-acre tract described as Tract One in a deed to Triad Frisco Partners, LLC, recorded in Instrument No. 20150317000290830, said Official Public Records;

THENCE North 89°15'36" East, along the common line of said Tract 3 and said Triad tract, a distance of 1055.56 feet to the southeast corner of said Triad tract, common to the easternmost corner of said Tract 3, same being on the westerly 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), same also being the beginning of a non-tangent curve to the right having a central angle of 13°23'49", a radius of 3124.05 feet, a chord bearing and distance of South 46°52'37" West, 728.81 feet;

THENCE in a southwesterly direction, along the common line of said Tract 3 and said Dallas North Tollway and with said curve to the right, an arc distance of 730.47 feet to a point for the end of said curve to the right;

THENCE South 53°34'31" West, continuing along said common line, a distance of 3717.07 feet to a point for corner;

THENCE departing said common line and crossing said Tract 3 the following courses and distances:

North 81°25'29" West, a distance of 56.57 feet to a point for corner;

North 36°25'29" West, a distance of 161.74 feet to a point at the beginning of a tangent curve to the left having a central angle of 2°54'12", a radius of 2060.00 feet, a chord bearing and distance of North 37°52'35" West, 104.37 feet;

In a northwesterly direction, with said curve to the left, an arc distance of 104.38 feet to a point for the end of said curve to the left;

North 46°15'48" West, a distance of 231.39 feet to a point at the beginning of a non-tangent curve to the left having a central angle of 20°22'42", a radius of 2045.00 feet, a chord bearing and distance of North 55°57'59" West, 723.52 feet;

In a northwesterly direction, with said curve to the left, an arc distance of 727.35 feet to a point for the end of said curve to the left;

North 66°09'20" West, a distance of 102.75 feet to a point at the beginning of a tangent curve to the left having a central angle of 18°01'28", a radius of 2945.00 feet, a chord bearing and distance of North 75°10'04" West, 922.64 feet;

In a northwesterly direction, with said curve to the left, an arc distance of 926.45 feet to a point at the beginning of a non-tangent curve to the left having a central angle of 4°52'59", a radius of 1800.00 feet, a chord bearing and distance of North 81°55'44" West, 153.36 feet;

In a northwesterly direction, with said curve to the left, an arc distance of 153.41 feet to a point at the beginning of a non-tangent curve to the left having a central angle of 2°12'08", a radius of 2955.00 feet, a chord bearing and distance of North 88°15'13" West, 113.58 feet;

In a northwesterly direction, with said curve to the left, an arc distance of 113.58 feet to a point for the end of said curve to the left;

North 44°48'23" West, a distance of 56.66 feet to a point for corner;

North 0°05'47" East, a distance of 287.82 feet to a point at the beginning of a non-tangent curve to the right having a central angle of 40°15'02", a radius of 1040.00 feet, a chord bearing and distance of North 28°10'25" East, 715.67 feet;

In a northeasterly direction, with said curve to the right, an arc distance of 730.60 feet to a point for the end of said curve to the right;

North 48°17'56" East, a distance of 449.48 feet to a point at the beginning of a tangent curve to the left having a central angle of 28°43'28", a radius of 1160.00 feet, a chord bearing and distance of North 33°56'12" East, 575.48 feet;

In a northeasterly direction, with said curve to the left, an arc distance of 581.55 feet to a point for the end of said curve to the left;

North 19°34'28" East, a distance of 232.30 feet to a point for corner on the common line of said Tract 3 and a called 179.5349-acre tract of land described as Tract 2 in a deed to Rockhill Legacy I, LP, recorded in Document No. 218-144671, said Official Records;

THENCE South 89°55'05" East, along said common line, passing at a distance of 2668.60 feet a 3/4-inch iron rod found for the southeast corner of said Tract 2, common to the westernmost southwest corner of the aforementioned Lynn tract, and continuing along the same course and along the westerly line of said Lynn tract for total distance of 2736.81 feet to a point for corner;

THENCE South 0°03'54" East, along the common line of said Tract 3 and said Lynn tract, a distance of 361.66 feet to the POINT OF BEGINNING and containing 224.19 acres (9,765,791 sq. ft.) of land, more or less.

#### **Fields Preserve Investment Partners LP**

BEING a tract of land situated in the John R. Hague Survey, Abstract No. 1714, the Charles L. Smith Survey, Abstract No. 1185, the William E. Bates Survey, Abstract No. 90, the Memphis, El Paso, and Pacific Railroad Company Survey, Abstract No. 941, the Rueben H. Bates Survey, Abstract No. 68, the John T. Landrum Survey, Abstract No. 764, (all in Denton County), the John. R Hague Survey, Abstract No. 406, and the Charles L. Smith Survey, Abstract No. 807, (both in Collin County), City of Frisco, Denton and Collin 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 Instrument No. 20180807000990770, Official Public Records, Collin County, Texas, and being more particularly described by metes and bounds as follows:

BEGINNING at a northwest corner of a called 2.1799-acre tract of land described in a deed to Rockhill Legacy I, LP, recorded in Document No. 2018-144671, said Official Records, common to an angle point in the southerly line of a Lot 1, Block A, PGA Frisco Addition, an Addition to the City of Frisco, Texas, according to the plat thereof recorded in Document No. 2020-111, said Official Records, same being an easterly line of said Tract 3;

THENCE South 0°34'51" West, departing the southerly line of said Lot 1 and along the common line of said Tract 3 and said 2.1799-acre tract, a distance of 204.39 feet to a Wood Fence Corner Post found for the southwest corner of said 2.1799-acre tract;



THENCE South 89°55'05" East, continuing along said common line, passing at a distance of 554.74 feet the southeast corner of said 2.1799-acre tract and continuing along the same course and along the southerly line of said Lot 1, for a total distance of 981.47 feet to the easternmost southeast corner of said Lot 1, common to the southwest terminus of Legacy Drive (60-foot wide right-of-way, Document No. 2020-111, said Official Records);

THENCE departing the easterly line of said Tract 3 and crossing said Tract 3 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 having a central angle of 28°43'28", a radius of 1040.00 feet, a chord bearing and distance of South 33°56'12" West, 515.95 feet;

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

South 48°17'56" West, a distance of 449.48 feet to a point at the beginning of a tangent curve to the left having a central angle of 38°56'28", a radius of 1160.00 feet, a chord bearing and distance of South 28°49'42" West, 773.31 feet;

In a southwesterly direction, with said curve to the left, an arc distance of 788.39 feet to a point at the beginning of a non-tangent curve to the left having a central angle of 13°53'29", a radius of 700.00 feet, a chord bearing and distance of South 8°34'32" West, 169.30 feet;

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

South 0°09'07" West, a distance of 163.18 feet to a point for corner;

South 45°05'47" West, a distance of 56.57 feet to a point for corner;

North 89°54'13" West, a distance of 110.00 feet to a point for corner;

South 85°58'03" West, a distance of 176.95 feet to a point at the beginning of a non-tangent curve to the left having a central angle of 10°23'03", a radius of 1545.00 feet, a chord bearing and distance of South 81°29'29" West, 279.63 feet;

In a southwesterly direction, with said curve to the left, an arc distance of 280.01 feet to a point for the end of said curve to the left;

South 76°17'58" West, a distance of 408.15 feet to the beginning of a tangent curve to the right having a central angle of 30°44'50", a radius of 1955.00 feet, a chord bearing and distance of North 88°19'37" West, 1036.59 feet;

In a northwesterly direction, with said curve to the right, an arc distance of 1049.14 feet to a point for the end of said curve to the right;

North 72°57'12" West, a distance of 128.59 feet to a point at the beginning of a tangent curve to the left having a central angle of 35°36'33", a radius of 3045.00 feet, a chord bearing and distance of South 89°14'32" West, 1862.14 feet;

In a southwesterly direction, with said curve to the left, an arc distance of 1892.45 feet to a point for the end of said curve to the left;

South 71°26'15" West, a distance of 424.33 feet to a point for corner on the southerly line of the aforementioned Lot 1;

THENCE along the southerly line of said Lot 1 the following courses and distances:

North 7°40'16" West, a distance of 258.65 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 the POINT OF BEGINNING and containing 267.74 acres (11,662,701 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.

**Fields 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;

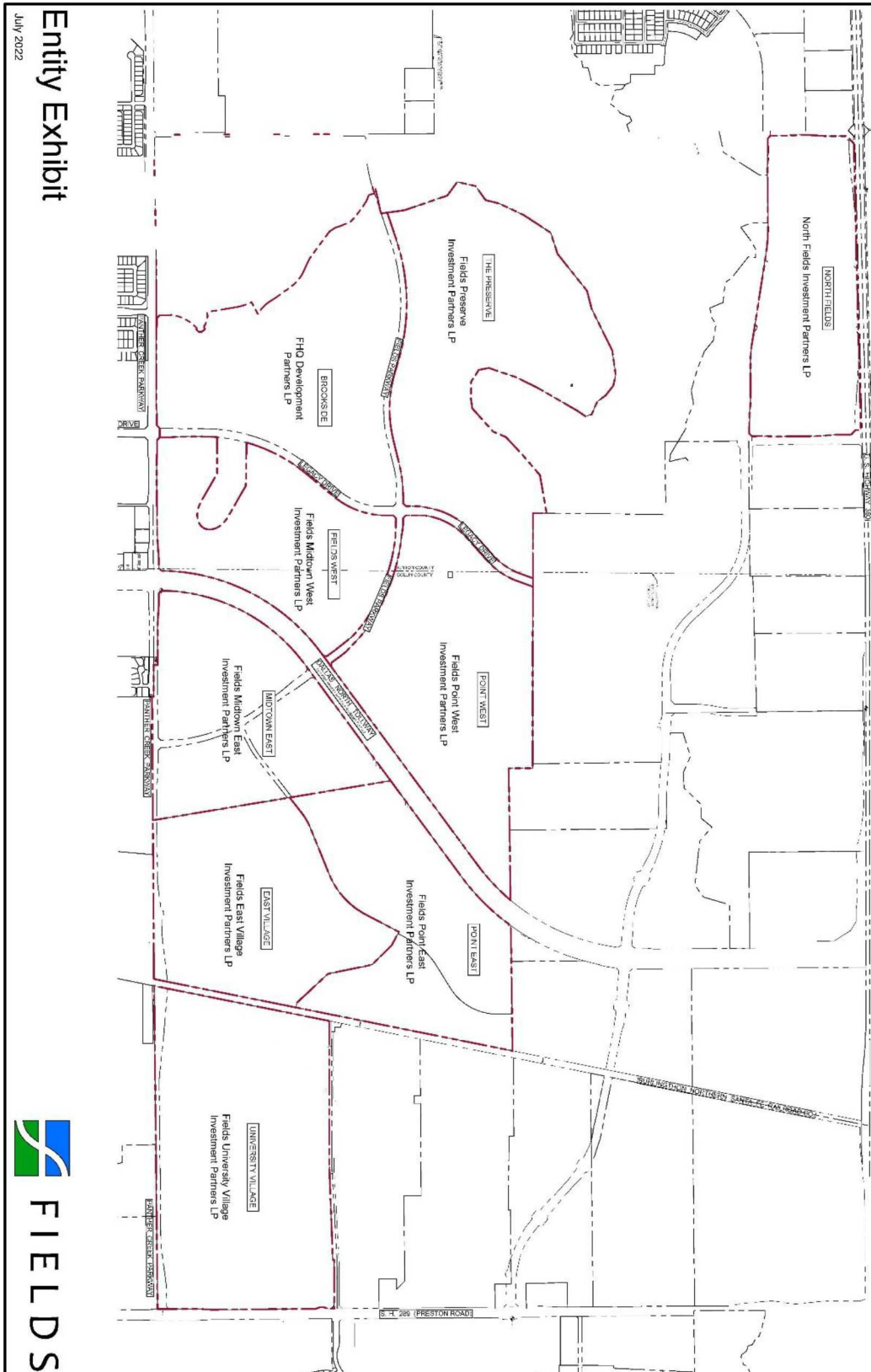
North 81°04'51" West, a distance of 1390.67 feet to a 5/8-inch iron rod with plastic cap stamped "KHA" found at the beginning of a tangent curve to the left having a central angle of 9°26'27", a radius of 2560.00 feet, a chord bearing and distance of North 85°48'05" West, 421.34 feet;

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.

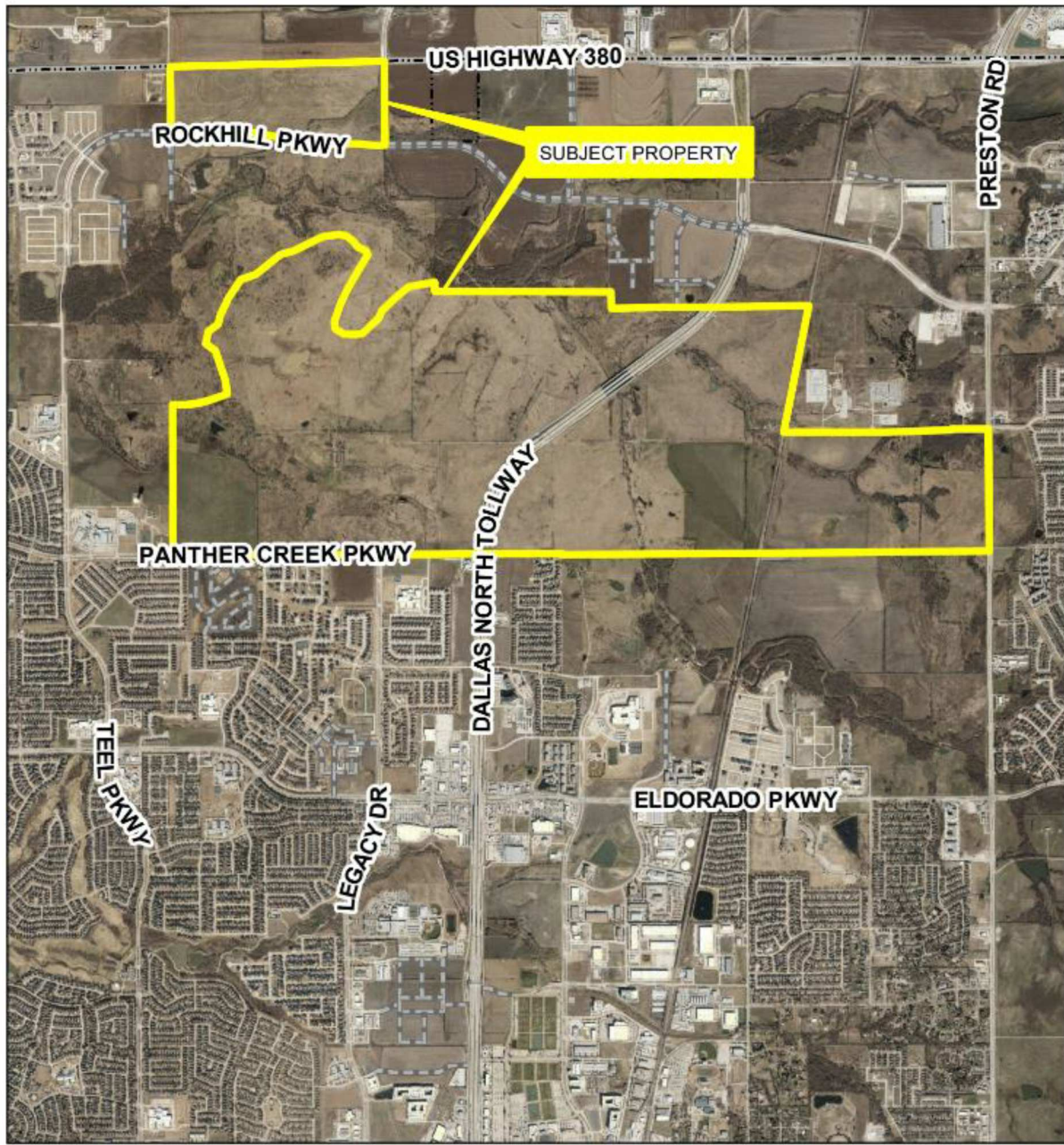


# Entity Exhibit

July 2022



# Z19-0015 Fields



**Exhibit B**  
**Agreed Form of Conveyance Documents**

**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., 5<sup>th</sup> 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 Pierson, City Manager



STATE OF TEXAS           §  
                                     §  
COUNTY OF COLLIN       §

BEFORE ME, the undersigned authority, on this day personally appeared **Wesley 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**

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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., 5<sup>th</sup> 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 Pierson, City Manager

STATE OF TEXAS           §  
                                     §  
COUNTY OF COLLIN       §

BEFORE ME, the undersigned authority, on this day personally appeared **WESLEY 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

### Conveyance Documents Permitted Exceptions

- a. Rights, if any, of third parties with respect to the portion of the subject property lying within the boundaries of Panther Creek Parkway. (Affects Tracts 1 and 2)
- b. Easement granted by Bert Fields, Jr., to Texas Power & Light Company, filed 02/16/1978, recorded in Volume 1093, Page 872, Real Property Records, Collin County, Texas, and as shown on the Land Title Survey, prepared by Michael B. Marx, RPLS No. 5181, of Kimley-Horn and Associates, Inc., last revised 08/01/2018. (Affects Tracts 1 and 2)
- c. Terms, provisions, and conditions of Agreement, filed 09/20/1995, recorded in cc# 95-0069691, Real Property Records, Collin County, Texas. Amendment filed 08/01/2007, recorded in cc# 2007-91427, Real Property Records, Denton County, Texas. (Affects Tracts 1, 2 and 3)
- d. Easement granted by George Thompson to Texas Power & Light Company, filed 07/20/1959, recorded in Volume 554, Page 309, Real Property Records, Collin County, Texas. Supplemental Easement filed 02/03/2003, recorded in Volume 5348, Page 2482, Real Property Records, Collin County, Texas, and as shown on the Land Title Survey, prepared by Michael B. Marx, RPLS No. 5181, of Kimley-Horn and Associates, Inc., last revised 08/01/2018. (Affects Tract 1)
- e. Easement granted by Bert Fields to Denton County Electric Cooperative, filed 11/09/1953, recorded in Volume 402, Page 474, Real Property Records, Denton County, Texas. (Affects Tract 3)
- f. Easement granted to Denton County Electric Cooperative, filed 03/18/1953, recorded in Volume 468, Page 237, Real Property Records, Collin County, Texas. (Affects Tracts 1 and 2)
- g. Easement granted by C. Hansford Ray, Executor of the Estate of J. B. Ray and Mary E. Ray to Denton County Electric Cooperative, filed 03/02/1954, recorded in Volume 403, Page 540, Real Property Records, Denton County, Texas. (Affects Tract 3)
- h. Easement granted by Bert Fields to Denton County Electric Cooperative, filed 06/17/1964, recorded in Volume 510, Page 92, Real Property Records, Denton County, Texas. (Affects Tract 3)
- i. Easement granted by Bert Fields, Jr. to Brazos Electric Power Cooperative, filed 03/09/1966, recorded in Volume 535, Page 296, Real Property Records, Denton County, Texas, and as shown on the Land Title Survey, prepared by Michael B. Marx, RPLS No. 5181, of Kimley-Horn and Associates, Inc., last revised 08/01/2018. (Affects Tract 3)
- j. Easement granted by Bert Fields, Jr. to TXU Generation Company, filed 02/19/2003, recorded in Volume 5360, Page 4735, Real Property Records, Collin County, Texas, and as shown on the Land Title Survey, prepared by Michael B. Marx, RPLS No. 5181, of Kimley-Horn and Associates, Inc., last revised 08/01/2018. Note, said easement appears to be relocatable. (Affects Tract 1)
- k. Easement granted by Bert Fields, Jr. to the City of Frisco, filed 01/06/2006, recorded in Volume 6079, Page 5415, Real Property Records, Collin County, Texas, and as shown on the Land Title Survey, prepared by Michael B. Marx, RPLS No. 5181, of Kimley-Horn and Associates, Inc., last revised 08/01/2018. (Affects Tract 3)
- l. Easement granted by Bert Fields, Jr. to the City of Frisco, filed 01/06/2006, recorded in Volume 6079, Page 5447, Real Property Records, Collin County, Texas, and as shown on the Land Title Survey, prepared by Michael B. Marx, RPLS No. 5181, of Kimley-Horn and Associates, Inc., last revised 08/01/2018. (Affects Tract 3)
- m. Easement granted by Bert Fields, Jr. to Energy Transfer Fuel, LP, filed 01/25/2006, recorded in cc# 20060125000102260, Real Property Records, Collin County, Texas. Affected by instrument filed of record 12/09/2010, recorded in cc# 20101209001351140, Real Property Records, Collin County, Texas, and as shown on the Land Title Survey, prepared by Michael B. Marx, RPLS No. 5181, of Kimley-Horn and Associates, Inc., last revised 08/01/2018. (Affects Tracts 1, 2 and 3)
- n. Easement granted by Bert Fields, Jr. to the City of Frisco, filed 02/06/2006, recorded in cc# 2006-13464, Real Property Records, Denton County, Texas, and as shown on the Land Title Survey, prepared by Michael B. Marx, RPLS No. 5181, of Kimley-Horn and Associates, Inc., last revised 08/01/2018. (Affects Tract 3)

- o. Easement granted by Bert Fields, Jr. to the City of Frisco, filed 02/06/2006, recorded in cc# 2006-13466, Real Property Records, Denton County, Texas, and as shown on the Land Title Survey, prepared by Michael B. Marx, RPLS No. 5181, of Kimley-Horn and Associates, Inc., last revised 08/01/2018. (Affects Tract 3)
- p. Easement granted by Bert Fields, Jr. to the City of Frisco, filed 11/04/2008, recorded in cc# 20081104001298910, Real Property Records, Collin County, Texas, and as shown on the Land Title Survey, prepared by Michael B. Marx, RPLS No. 5181, of Kimley-Horn and Associates, Inc., last revised 08/01/2018. (Affects Tract 2)
- q. Easement granted by Bert Fields, Jr. to the City of Frisco, filed 06/14/2012, recorded in cc# 20120614000711560, Real Property Records, Collin County, Texas, and as shown on the Land Title Survey, prepared by Michael B. Marx, RPLS No. 5181, of Kimley-Horn and Associates, Inc., last revised 08/01/2018. (Affects Tract 2)
- r. Easement granted by Bert Fields, Jr. to the City of Frisco, filed 05/09/2013, recorded in cc# 20130509000639330, Real Property Records, Collin County, Texas, and as shown on the Land Title Survey, prepared by Michael B. Marx, RPLS No. 5181, of Kimley-Horn and Associates, Inc., last revised 08/01/2018. (Affects Tracts 2 and 3)
- s. Easement(s) and rights incidental thereto, as granted in a Judgment granted to Texas Power & Light Company, filed 10/07/1954, recorded in Volume 490, Page 438, Real Property Records, Collin County, Texas. Affected by instrument filed of record on 03/29/2004, recorded in Volume 5636, Page 2043, Real Property records, Collin County, Texas, and as shown on the Land Title Survey, prepared by Michael B. Marx, RPLS No. 5181, of Kimley-Horn and Associates, Inc., last revised 08/01/2018. (Affects Tracts 1 and 2)
- t. Easement granted by Bert Fields, Jr. to the City of Frisco, filed 05/09/2013, recorded in cc# 20130509000639320, Real Property Records, Collin County, Texas, and as shown on the Land Title Survey, prepared by Michael B. Marx, RPLS No. 5181, of Kimley-Horn and Associates, Inc., last revised 08/01/2018. (Affects Tract 3)
- u. Easement granted by Bert Fields, Jr. to Brazos Electric Power Cooperative, filed 10/25/1979, recorded in Volume 982, Page 713, Real Property Records, Denton County, Texas, and as shown on the Land Title Survey, prepared by Michael B. Marx, RPLS No. 5181, of Kimley-Horn and Associates, Inc., last revised 08/01/2018. (Affects Tract 3)
- v. Easement granted by Bert Fields, Jr. to the City of Frisco, filed 06/16/2008, recorded in cc# 2008-65802, Real Property Records, Denton County, Texas, and as shown on the Land Title Survey, prepared by Michael B. Marx, RPLS No. 5181, of Kimley-Horn and Associates, Inc., last revised 08/01/2018. (Affects Tract 3)
- w. Easement granted by Bert Fields, Jr. to the City of Frisco, filed 10/31/2008, recorded in cc# 2008-117842, Real Property Records, Denton County, Texas, and as shown on the Land Title Survey, prepared by Michael B. Marx, RPLS No. 5181, of Kimley-Horn and Associates, Inc., last revised 08/01/2018. (Affects Tract 3)
- x. Easement granted by Bert Fields, Jr. to the City of Frisco, filed 10/31/2008, recorded in cc# 2008-117843, Real Property Records, Denton County, Texas, and as shown on the Land Title Survey, prepared by Michael B. Marx, RPLS No. 5181, of Kimley-Horn and Associates, Inc., last revised 08/01/2018. (Affects Tract 3)
- y. Easement granted by Bert Fields, Jr. to the City of Frisco, Texas, filed 02/03/2006, recorded in cc# 2006-13346, Real Property Records, Denton County, Texas, and as shown on the Land Title Survey, prepared by Michael B. Marx, RPLS No. 5181, of Kimley-Horn and Associates, Inc., last revised 08/01/2018. (Affects Tract 3)

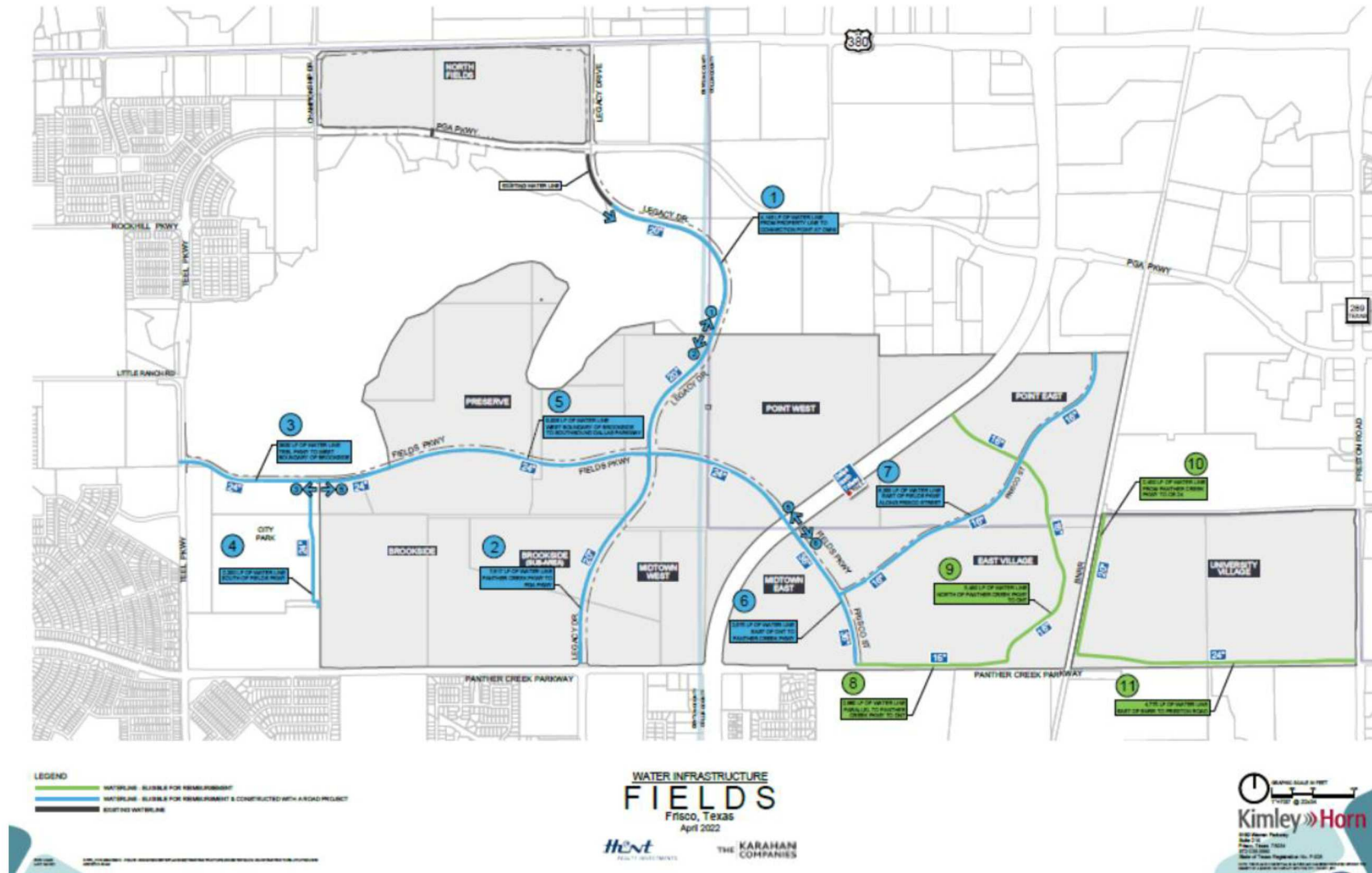
- z. Easement granted by Bert Fields, Jr. to the City of Frisco, Texas, filed 01/30/2008, recorded in cc# 2008-9797, Real Property Records, Denton County, Texas, and as shown on the Land Title Survey, prepared by Michael B. Marx, RPLS No. 5181, of Kimley-Horn and Associates, Inc., last revised 08/01/2018. (Affects Tract 3)
- aa. Easement granted by Mercantile National Bank, Independent Executor, to Texas Power & Light Company, filed 10/05/1970, recorded in Volume 766, Page 831, Real Property Records, Collin County, Texas, and as shown on the Land Title Survey, prepared by Michael B. Marx, RPLS No. 5181, of Kimley-Horn and Associates, Inc., last revised 08/01/2018. (Affects Tract 1)
- bb. Reservation of royalty interest as set forth in instrument filed 02/26/1951, recorded in Volume 367, Page 554, Real Property Records, Denton County, Texas. Company makes no representation as to the present ownership of any such interests. (Affects Tract 3)
- cc. Easement granted by Fred Durant, Trustee, to Southwestern Bell Telephone Company, filed 11/13/1969, recorded in Volume 745, Page 331, Real Property Records, Collin County, Texas, and as shown on the Land Title Survey, prepared by Michael B. Marx, RPLS No. 5181, of Kimley-Horn and Associates, Inc., last revised 08/01/2018. (Affects Tract 1)
- dd. Easement granted by Nellie Lee Cowan to Denton County Electric Cooperative, filed 07/28/1947, recorded in Volume 339, Page 37, Real Property Records, Denton County, Texas. (Affects Tract 3)
- ee. Mineral estate and interest in coal, lignite oil, gas and other minerals together with all rights, privileges and immunities thereto described in instrument filed 12/10/1938, recorded in Volume 274, Page 480, Real Property Records, Denton County, Texas. Company makes no representation as to the present ownership of any such interests. (Affects Tract 3)
- ff. Ingress-Egress Easement reserved by Charles L. Smith in document filed 05/16/1913, recorded in Volume 129, Page 173, Real Property Records, Denton County, Texas, and filed on 08/08/1913, recorded in Volume 200, Page 614, Real Property Records, Collin County, Texas. (Affects Tract 3)
- gg. Easement granted by D.E. Wood to Lone Star Gas Company, filed 09/16/1922, recorded in Volume 237, Page 530, Real Property Records, Collin County, Texas. (Affects Tract 3)
- hh. Easement granted by A.R. Richardson to Lone Star Gas Company, filed 09/16/1922, recorded in Volume 237, Page 532, Real Property Records, Collin County, Texas. (Affects Tract 3)
- ii. Easement granted by Bert Fields to Texas Power & Light Company, filed 05/27/1954, recorded in Volume 485, Page 302, Real Property Records, Collin County, Texas. (Affects Tract 3)
- jj. Easement granted to Texas Power & Light Company, filed 06/27/1958, recorded in Volume 540, Page 487, Real Property Records, Collin County, Texas. (Affects Tracts 2 and 3)
- kk. Easement granted by the Estate of Bert Fields, Jr. to Atmos Energy Corporation, filed 08/19/2015, recorded in cc# 20150819001042280, Real Property Records, Collin County, Texas, and as shown on the Land Title Survey, prepared by Michael B. Marx, RPLS No. 5181, of Kimley-Horn and Associates, Inc., last revised 08/01/2018. (Affects Tract 1)
- ll. Easement granted by the Estate of Bert Fields, Jr. to the City of Frisco, filed 04/06/2015, recorded in cc# 2015-34272, Real Property Records, Denton County, Texas, and as shown on the Land Title Survey, prepared by Michael B. Marx, RPLS No. 5181, of Kimley-Horn and Associates, Inc., last revised 08/01/2018. (Affects Tract 3)

- mm. Easement granted by the Estate of Bert Fields, Jr. to the City of Frisco, Texas, filed 04/06/2015, recorded in cc# 2015-34265, Real Property Records, Denton County, Texas, and as shown on the Land Title Survey, prepared by Michael B. Marx, RPLS No. 5181, of Kimley-Horn and Associates, Inc., last revised 08/01/2018. (Affects Tract 3)
- nn. Easement granted by the Estate of Bert Fields, Jr. to the City of Frisco, Texas, filed 04/06/2015, recorded in cc# 2015-34261, Real Property Records, Denton County, Texas, and as shown on the Land Title Survey, prepared by Michael B. Marx, RPLS No. 5181, of Kimley-Horn and Associates, Inc., last revised 08/01/2018. (Affects Tract 3)
- oo. Easement granted by the Estate of Bert Fields, Jr. to the City of Frisco, Texas, filed 04/06/2015, recorded in cc# 2015-34275, Real Property Records, Denton County, Texas, and as shown on the Land Title Survey, prepared by Michael B. Marx, RPLS No. 5181, of Kimley-Horn and Associates, Inc., last revised 08/01/2018. (Affects Tract 3)
- pp. Easement granted by the Estate of Bert Fields, Jr. to the City of Frisco, Texas, filed 04/06/2015, recorded in cc# 2015-34260, Real Property Records, Denton County, Texas, and as shown on the Land Title Survey, prepared by Michael B. Marx, RPLS No. 5181, of Kimley-Horn and Associates, Inc., last revised 08/01/2018. (Affects Tract 3)
- qq. Easement granted by the Estate of Bert Fields, Jr. to the City of Frisco, Texas, filed 04/06/2015, recorded in cc# 2015-34282, Real Property Records, Denton County, Texas, and as shown on the Land Title Survey, prepared by Michael B. Marx, RPLS No. 5181, of Kimley-Horn and Associates, Inc., last revised 08/01/2018. (Affects Tract 3)
- rr. All property located within the bounds of the cemeteries located within Tract 3 and the restrictive use thereof for cemetery purposes and subject to any property being used for cemetery purposes in close proximity thereto, outside of the cemetery, together with the rights of ingress and egress to such property which the kindred and/or general public may have.
- ss. Easement granted by Bert Fields, Jr. to the City of Frisco, filed 11/04/2008, recorded in cc# 20081104001298900, Real Property Records, Collin County, Texas, and as shown on the Land Title Survey, prepared by Michael B. Marx, RPLS No. 5181, of Kimley-Horn and Associates, Inc., last revised 08/01/2018. (Affects Tract 3)
- tt. Easement granted by Bert Fields, Jr. to Donald R. Dix, filed 12/07/1988, recorded in Volume 2497, Page 812, Real Property Records, Denton County, Texas, and as shown on the Land Title Survey, prepared by Michael B. Marx, RPLS No. 5181, of Kimley-Horn and Associates, Inc., last revised 08/01/2018. (Affects Tract 3)
- uu. Easement granted by Fred P. Durant, Trustee, to Texas Power & Light Company, filed 05/28/1970, recorded in Volume 758, Page 16, Real Property Records, Collin County, Texas, and as shown on the Land Title Survey, prepared by Michael B. Marx, RPLS No. 5181, of Kimley-Horn and Associates, Inc., last revised 08/01/2018. (Affects Tract 1)
- vv. Easement rights and rights, if any, of third parties, with respect to the following:  
  
fences not following property lines (along the south line of Tract 1, along the south line of Tract 2 and along the south, west and northeast lines of Tract 3), utility poles (as to Tract 2 and along the west line of Tract 3), guy anchors (along the west line of Tract 3), concrete headwalls (as to Tract 3), reinforced concrete pipes (as to Tract 3), overhead electric lines (as to Tract 2 and the west line of Tract 3), fiber optic markers (as to the northern section of Tract 2), gravel road along the north line of Tract 1 and traversing Tracts 2 and 3 and the portion of gas line located outside of an easement (as to Tract 1) as shown on the survey.
- ww. Riparian rights and rights, if any, of upper and lower riparian owners to the free and unobstructed flow of Panther Creek without diminution or pollution.

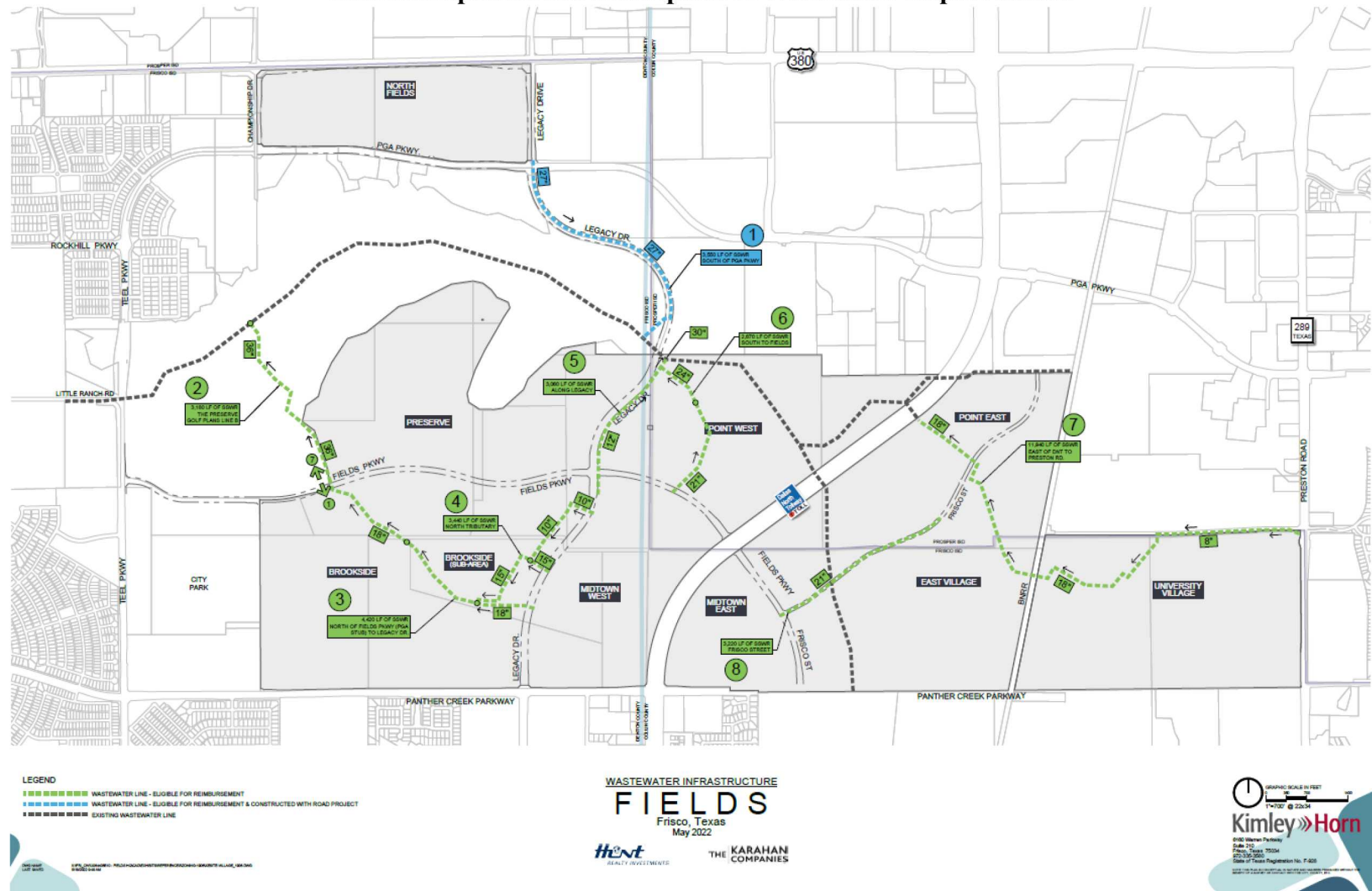
- xx. Grazing Lease dated 08/07/2018, by and between FHQ HOLDINGS LP, a Delaware limited partnership ("Lessor") and FIELDS CATTLE COMPANY, LLC, a Texas limited liability company ("Lessee").
- yy. Mineral reservation in coal, lignite, oil, gas and other minerals together with all rights, privileges and immunities incident thereto contained in Special Warranty Deed from Michael P. Haggerty, Independent Executor of the Estate of Bert Fields, Jr., to FHQ Holdings LP, a Delaware limited partnership, filed 08/07/2018, recorded in cc# 20180807000990770, Real Property Records, Collin County, Texas, and filed 08/07/2018, recorded in cc# 2018-93106, Real Property Records, Denton County, Texas. Title said interest not check subsequent to the date thereof.



## Exhibit D General Depiction and Description of Water Improvements



## Exhibit E General Depiction and Description of Wastewater Improvements



## Exhibit F

Water Line Improvements					
Exhibit Line No.		Location	Required Line Size (inches)	Actual Line Size* (inches)	Project
1	Developer-Required Improvement	Offsite - Legacy Drive (adjacent to PGA property)	-	20	Built with Southern Legacy Drive Improvements
2	Developer-Required Improvement	Onsite - Legacy Drive	12	20	Built with Southern Legacy Drive Improvements
3	Developer-Required Improvement	Offsite - Fields Parkway (adjacent to City Park)	-	24	Built with West Fields Parkway Improvements
4	Developer-Required Improvement	Offsite - within City Park	-	24	Built with West Fields Parkway Improvements
5	Developer-Required Improvement	Onsite - Fields Parkway	12	24	Built with West Fields Parkway Improvements
6	Developer-Required Improvement	Onsite - Fields Parkway & Frisco Street	12	36	Built with East Fields Parkway Improvements and South Frisco Street Improvements
7	Developer-Required Improvement	Onsite - Frisco Street	12	16	Built with North Frisco Street Improvements
8	Developer-Elected Improvement	Onsite - East Village	12	16	Not Applicable
9	Developer-Elected Improvement	Onsite - East Village & Point East	12	16	Not Applicable
10	Developer-Elected Improvement	Onsite - University Village	12	20	Not Applicable
11	Developer-Elected Improvement	Onsite - University Village	12	24	Not Applicable
Wastewater Line Improvements					
Exhibit Line No.		Location	Required Line Size (inches)	Actual Line Size* (inches)	Project
1	Developer-Required Improvement	Offsite - Legacy Drive (adjacent to PGA property)	-	27	Built with Southern Legacy Drive Improvements
2	Developer-Elected Improvement	Offsite - within PGA Golf Course	18	36	Not Applicable
3	Developer-Elected Improvement	Onsite - Brookside	8	18	Not Applicable
4	Developer-Elected Improvement	Onsite - Brookside (sub-area)	8	18	Not Applicable
5	Developer-Elected Improvement	Onsite - Point West	8	12	Not Applicable
6	Developer-Elected Improvement	Onsite - Point West	8	21 & 24	Not Applicable
7	Developer-Elected Improvement	Onsite - Point East, East Village, and University Village	8	8 & 18	Not Applicable
8	Developer-Elected Improvement	Onsite - East Village	8	21	Not Applicable
*The Actual Line Size of each Water Line Improvement and Wastewater Line Improvement identified in this Section is an estimate only and is subject to change. Any changes to the Actual Line Size will be reflected in the Approved Plans.					