

**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, 5<sup>th</sup> Floor West  
Frisco, Texas 75034

**DEVELOPMENT AGREEMENT BETWEEN FENTON DALLAS, LLC  
AND THE CITY OF FRISCO, TEXAS**

This DEVELOPMENT AGREEMENT ("Agreement") is made and entered into by and between the CITY OF FRISCO, TEXAS, a home-rule municipality ("Frisco"), and FENTON DALLAS, LLC, a Delaware limited liability company ("Developer"). Frisco and Developer are each referred to herein as a "party" or collectively as the "parties."

WHEREAS, Developer is the sole owner of that certain tract of land situated in the City of Frisco, Collin County, Texas, consisting of 0.64± acres in the William B. Watkins Survey, Abstract No. 1004, City of Frisco, Collin County, Texas, generally located at the northwest corner of 4<sup>th</sup> Street and Pecan Street, Frisco, Texas 75032, and more particularly described in Exhibit A, attached hereto and incorporated for all purposes ("Property"); and

WHEREAS, Developer seeks to develop the Property as a multifamily development in accordance with Planned Development Ordinance No. 84-06-11 (the "PD Ordinance"); and

WHEREAS, Developer and Frisco agree that Frisco has adopted certain standards for building products and materials and aesthetic methods in the construction, renovation, maintenance and alteration of buildings in Frisco; and

WHEREAS, Developer desires to voluntarily consent to complying with Frisco's standards for building products and materials and aesthetic methods, as referenced in Exhibit B, attached hereto and incorporated herein for all purposes (collectively, "Building Materials Standards"), in the construction, renovation, maintenance and alteration of all buildings currently existing and to be built in the future on the Property, regardless of whether the Property develops as Developer desires or intends or not; and

WHEREAS, Frisco hereby designates the Property for its historical, cultural or architectural importance and significance pursuant to Section 3000.002(d) of the Texas Government Code; and

WHEREAS, the parties agree that they enter into this Agreement pursuant to Section 3000.002(d) of the Texas Government Code with the full understanding and intent that Frisco will have the right, but not the obligation, to enforce the Building Materials Standards on the Property as of the Effective Date of this Agreement (hereinafter defined); and

WHEREAS, the Frisco City Council 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 Developer 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 Developer.
2. Land Subject to Agreement. The land that is subject to this Agreement is the Property. Developer represents and warrants that Developer is the sole owner of the Property.
3. Building Materials Standards.
  - (a) In the construction, renovation, maintenance and alteration of any existing or future building on the Property, Developer shall not use or install, or permit the use or installation of, any building product or material or aesthetic method that does not comply with the Building Materials Standards, notwithstanding any conflicting provision of Chapter 3000 of the Texas Government Code, as it exists or may be amended. Developer also shall comply the Frisco-approved façade plans for the Property, as they exist or may be amended by Frisco. Developer voluntarily consents and agrees to comply with this Agreement, the Building Materials Standards and the approved façade plans in the construction, renovation, maintenance and alteration of any existing or future building on the Property.
  - (b) Before commencement of construction, renovation, maintenance or alteration of any existing or future building on the Property on or after the Effective Date of this Agreement, Developer shall impose deed restrictions on the Property, incorporating the requirements of this Agreement. As a condition of Frisco's issuance of any building permits on the Property, Developer shall submit to Frisco the proposed deed restrictions in compliance with this Agreement. The deed restrictions must be approved, in writing, by Frisco's Development Services Director or his designee. Frisco is entitled to withhold building permits on the Property (in addition to any other remedy available to Frisco) in the event that Developer has not obtained such written approval. Once approved, Developer shall record the approved deed restrictions in the Real Property Records of Collin County, Texas. The approved deed restrictions may not be amended, terminated or otherwise modified after Frisco's approval thereof without the prior written consent of the Frisco's Development Services Director or his designee. Frisco shall be a third-party beneficiary of the approved deed restrictions, and Frisco shall have the right but not the obligation to enforce this Agreement and the approved deed restrictions, as they exist or may be amended.
  - (c) Frisco designates the Property for its historical, cultural or architectural importance and significance pursuant to Section 3000.002(d) of the Texas Government Code.

Developer voluntarily consents and agrees to such designation. Developer voluntarily waives any rights or protections that may exist under Chapter 3000 of the Texas Government Code, as it exists or may be amended, with respect to any existing or future building on the Property, and further agrees that Frisco's right to enforce the Building Materials Standards arise from this Agreement and not from a rule, charter provision, ordinance, order, building code or other regulation of Frisco. Developer agrees that Frisco is entitled to amend, revise, supplement and otherwise modify the Building Materials Standards in Frisco's sole discretion.

4. Default.

- (a) If Developer 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 Developer, then Frisco shall have the following remedies, in addition to Frisco's other rights and remedies:
  - (i) to file this instrument in the Real Property Records of Collin County, Texas as a lien or encumbrance on the Property;
  - (ii) to refuse to accept any portion of any public improvements on the Property or associated with the development of the Property;
  - (iii) to refuse to issue building permits for any building on the Property;
  - (iv) to refuse to issue a Certificate of Occupancy for the Property;
  - (v) to require Developer, another owner of the Property, or a portion thereof, and/or a contractor thereof to immediately cease the construction, renovation, maintenance and/or alteration of a building on the Property; and/or
  - (vi) to seek specific enforcement of this Agreement.
- (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 Developer, then Developer may seek specific enforcement of this Agreement as Developer's sole and exclusive remedy.

5. 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 Developer for, any credit or reimbursement of, or payment of any monies, with regard to the matters set forth herein.

6. Covenant Running with the Land. This Agreement shall be a covenant running with the land and Property and shall be binding upon Developer. Frisco shall cause this Agreement to be filed in the Real Property Records of Collin County, Texas. Developer represents and warrants that the filing of this Agreement as provided herein shall provide Frisco with

a superior and priority encumbrance, lien or interest in, on and to the Property as to any and all other persons or entities. Developer represents and warrants that there are no liens, attachments or other encumbrances that prohibit or affect the right of Developer to grant such superior and priority encumbrance, lien or interest as described herein. If such a condition does exist, however, Developer shall obtain a signature with acknowledgment from the holder of such lien, attachment or encumbrance, subordinating any such lien, attachment or encumbrance to Developer's rights granted herein.

7. 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 Developer to Frisco under any ordinance, whether now existing or in the future arising.
  
8. Notices. Any notice provided or permitted to be given under this Agreement must be in writing and may be served by depositing same in the United States Mail, addressed to the Party to be notified, postage pre-paid and registered or certified with return receipt requested; by electronic mail, with documentation evidencing the addressee's receipt thereof; or by delivering the same in person to such Party a via hand-delivery service, or any courier service that provides a return receipt showing the date of actual delivery of same to the addressee thereof. Notice given in accordance herewith shall be effective upon receipt at the address of the addressee. For purposes of notification, the addresses of the parties shall be as follows:

If to Frisco, addressed to it at:

City of Frisco  
Attention: Wesley S. Pierson, City Manager  
6101 Frisco Square Boulevard, 5<sup>th</sup> Floor  
Frisco, Texas 75034  
Telephone: (972) 292-5105  
Email: [wpierson@friscotexas.gov](mailto:wpierson@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 Developer, addressed to it at:

Fenton Dallas, LLC  
Attention: Michael Praggastis  
7577 Mission Valley Road  
San Diego, California 92108  
Telephone: (619) 400-0120  
Email: [mpraggastis@hgfenton.com](mailto:mpraggastis@hgfenton.com)

9. Indemnity.

- (a) **DEVELOPER SHALL RELEASE, DEFEND, INDEMNIFY AND HOLD HARMLESS FRISCO 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 DEVELOPER OR DEVELOPER'S OFFICERS, DIRECTORS, PARTNERS CONTRACTORS, SUBCONTRACTORS, EMPLOYEES, REPRESENTATIVES, AGENTS, SUCCESSORS, ASSIGNEES, VENDORS, GRANTEEES, TRUSTEES, LICENSEES, INVITEES OR ANY OTHER THIRD PARTY FOR WHOM DEVELOPER IS LEGALLY RESPONSIBLE, IN ITS/THEIR PERFORMANCE OF 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 DEVELOPER AND DEVELOPER'S EMPLOYEES OR SUBCONTRACTORS AS A RESULT OF THAT SUBCONTRACTOR'S OR EMPLOYEE'S EMPLOYMENT OR SEPARATION FROM EMPLOYMENT WITH THE DEVELOPER, 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. DEVELOPER 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 DEVELOPER IN FULFILLING DEVELOPER'S 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 DEVELOPER'S OBLIGATION TO DEFEND FRISCO OR AS A WAIVER OF DEVELOPER'S OBLIGATION TO INDEMNIFY FRISCO PURSUANT TO THIS AGREEMENT. DEVELOPER 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 DEVELOPER FAILS TO RETAIN COUNSEL WITHIN SUCH TIME PERIOD, FRISCO SHALL HAVE THE RIGHT TO RETAIN DEFENSE COUNSEL ON ITS OWN BEHALF, AND DEVELOPER 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.

10. Acknowledgement of Frisco's Compliance with Federal and State Constitutions, Statutes and Case Law and Federal, State and Local Ordinances, Rules and Regulations; Developer's Waiver and Release of Claims For Obligations Imposed by this Agreement.

(a) DEVELOPER ACKNOWLEDGES AND AGREES THAT:

(i) THE OBLIGATIONS REQUIRED BY THIS AGREEMENT TO BE PERFORMED BY DEVELOPER, IN WHOLE OR IN PART, DO NOT CONSTITUTE A:

- (A) TAKING UNDER THE TEXAS OR UNITED STATES CONSTITUTION;
- (B) VIOLATION OF THE TEXAS WATER CODE, AS IT EXISTS OR MAY BE AMENDED;
- (C) VIOLATION OF THE TEXAS GOVERNMENT CODE, INCLUDING CHAPTER 3000, AS IT EXISTS OR MAY BE AMENDED;
- (D) NUISANCE; OR
- (E) 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) DEVELOPER SHALL INDEMNIFY AND HOLD HARMLESS FRISCO FROM AND AGAINST ANY CLAIMS AND SUITS OF THIRD PARTIES, INCLUDING BUT NOT LIMITED TO, DEVELOPER'S PARTNERS, OFFICERS, DIRECTORS, EMPLOYEES, REPRESENTATIVES, AGENTS, SUCCESSORS, ASSIGNEES, VENDORS, GRANTEEES OR TRUSTEES, BROUGHT PURSUANT TO THIS SECTION.

(b) DEVELOPER RELEASES FRISCO FROM ANY AND ALL CLAIMS OR CAUSES OF ACTION BASED ON EXCESSIVE OR ILLEGAL EXACTIONS.

(c) DEVELOPER 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.

(d) THIS SECTION SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.

11. Vested Rights/Chapter 245 Waiver. The parties shall be subject to all ordinances of Frisco, whether now existing or in the future arising. This Agreement shall confer no vested rights on the Property, or any portion thereof, unless specifically enumerated herein. In addition, nothing contained in this Agreement shall constitute a “permit” as defined in Chapter 245 of the Texas Local Government Code, as amended, and nothing in this Agreement provides Frisco with fair notice of any project of Developer. **DEVELOPER WAIVES ANY STATUTORY CLAIM UNDER CHAPTER 245 OF THE TEXAS LOCAL GOVERNMENT CODE, AS AMENDED, UNDER THIS AGREEMENT. THIS SECTION SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.**
12. Condemnation Procedures/Rights Waiver. **AS ADDITIONAL CONSIDERATION FOR THE BENEFITS DEVELOPER IS RECEIVING UNDER THIS AGREEMENT, DEVELOPER HEREBY RELEASES FRISCO 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 ANY ACTS OR OMISSIONS UNDER THIS AGREEMENT.**
13. 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.
14. 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.
15. 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 the exclusive venue for any action arising out of this Agreement shall be a court of appropriate jurisdiction in Collin County, Texas.
16. Consideration. This Agreement is executed by the parties without coercion or duress and for substantial consideration, the sufficiency of which is forever confessed.
17. 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.
18. 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).

19. 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.
20. Representations. Each party represents that it has carefully read this Agreement, knows the contents hereof, has consulted with an attorney of its choice regarding the meaning and effect hereof and is signing the same solely of its own judgment.
21. 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.
22. 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"), the form of which must be approved in writing by Frisco;
    - (ii) the Assignment must expressly contain, among any other reasonable requirements and conditions of Frisco, an acknowledgment and agreement that all obligations, covenants and conditions contained in this Agreement will be assumed solely and completely by the assignee, and the contact name, address, phone number, fax number and electronic mail address of the assignee;
    - (iii) Developer will file any approved, executed Assignment in the Real Property Records of Collin County, Texas; and
    - (iv) Developer 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.
  - (b) This Agreement shall be binding upon and inure to the benefit of Frisco and Developer.
  - (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.

23. Indemnification. The parties agree that the Indemnity provisions set forth herein are conspicuous, and the parties have read and understood the same.
24. 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.
25. 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.
26. Reference to Developer. When referring to "Developer" herein, this Agreement shall refer to and be binding upon Developer, and Developer's officers, directors, partners, employees, representatives, contractors, agents, successors, assignees (as authorized herein), vendors, grantees, trustees, legal representatives and any other third parties for whom Developer is legally responsible.
27. Reference to Frisco. When referring to "Frisco" herein, this Agreement shall refer to and be binding upon Frisco and Frisco's Council Members, officers, agents, representatives, employees and any other authorized third parties for whom Frisco is legally responsible.
28. 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 page follows.]*

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 S. Pierson, City Manager

Date: \_\_\_\_\_


Attested to by:

Approved as to form:

\_\_\_\_\_  
Kristi Morrow, City Secretary

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

**FENTON DALLAS, LLC**  
a Delaware limited liability company

By:   
\_\_\_\_\_  
Michael Praggastis, Vice President

Date: January 4, 2024

STATE OF TEXAS           §  
  §  
COUNTY OF COLLIN       §

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

IN WITNESS WHEREOF, I have hereunto set my hand and seal of office this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

\_\_\_\_\_  
Notary Public, State of Texas  
My Commission Expires: \_\_\_\_\_

STATE OF California       §  
  §  
COUNTY OF San Diego   §

BEFORE ME, the undersigned authority, on this day personally appeared Michael Praggastis, known to me to be one of the persons whose names are subscribed to the foregoing instrument; he acknowledged to me that he executed the same 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 \_\_\_\_\_ day of \_\_\_\_\_, 2024

SEE ATTACHED ACKNOWLEDGMENT  
\_\_\_\_\_  
Notary Public, State of Texas  
My Commission Expires: \_\_\_\_\_

CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT

---

---

A Notary Public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California }  
County of San Diego }

On January 4, 2024, before me, Christy E. Holliday, Notary Public, personally appeared Michael Praggastis, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of State of California that the foregoing paragraph is true and correct.



PLACE NOTARY SEAL ABOVE

WITNESS my hand and official seal.

SIGNATURE \_\_\_\_\_

A handwritten signature in blue ink, consisting of a large, stylized 'S' followed by a horizontal line that extends to the right, crossing the 'SIGNATURE' label.



**Exhibit A**  
**Legal Description of the Property**



**Exhibit A: Z23-0004**  
**Legal Description of Property**

0.6405 ACRES / 27,902 SQUARE FEET  
OUT OF THE  
WILLIAM B. WATKINS SURVEY, ABSTRACT NO. 1004  
CITY OF FRISCO, COLLIN COUNTY, TEXAS

**BEING** a tract of land situated in the W.B. Watkins Survey, Abstract No. 1004, City of Frisco, Collin County, Texas, being all of Lot 13A, Block 12, Amending Plat of the Original Donation to the Town of Frisco, an addition to the City of Frisco, Collin County, Texas, according to the Plat recorded in Volume 2015, Page 314, Map Records of Collin County, Texas (M.R.C.C.T.), all of Lots 16 & 17, Original Donation to the Town of Frisco, an addition to the City of Frisco, Collin County, Texas, according to the plat recorded in Volume 113, Page 74, Deed Records, Collin County, Texas (D.R.C.C.T.), a portion of the Right-of-Way (R.O.W.) of Pecan Street and Fourth Street (60 feet R.O.W. per said Original Donation plat recorded in Volume 113, Page 74 D.R.C.C.T.), and a portion of a dedicated 10 foot alley (per said Original Donation plat recorded in Volume 113, Page 74 D.R.C.C.T.) and being more particularly described as follows:

**BEGINNING** at the intersection of the centerline of Fourth Street and the centerline of Pecan Street:

**THENCE** North 78°23'40"West, along the centerline of said Pecan Street, a distance of 155.11 feet to a point for corner therein;

**THENCE** North 11°51'46"E, over and across said Pecan Street, along the west line of said Lot 17 and over and across said 10 foot alley, a distance of 179.91 feet to a point for corner in the centerline of said 10-foot alley;

**THENCE** South 78°29'42"East, along the centerline of said alley and over and across said Fourth Street, a distance of 154.83 feet to a point for corner therein;

**THENCE** South 11°46'16" West, along the centerline of said Fourth Street, a distance of 180.18 feet to the **POINT OF BEGINNING** and containing 27,902 square feet or 0.6405 acres, more or less.

THIS DOCUMENT WAS PREPARED UNDER 22 TAC §663.21 AND IS NOT TO BE USED TO CONVEY OR ESTABLISH INTERESTS IN THE REAL PROPERTY EXCEPT THOSE RIGHTS AND INTERESTS IMPLIED OR ESTABLISHED BY THE CREATION OR RECONFIGURATION OF THE BOUNDARY OF THE POLITICAL SUBDIVISION FOR WHICH IT WAS PREPARED.

The Basis of Bearing is the State Plane Coordinate System, Texas North Central Zone 4202, North American Datum 1983, Adjustment Realization 2011.

  
\_\_\_\_\_  
David A. Minton  
Registered Professional Land Surveyor  
Texas Registration No. 6233

Date



**Exhibit B**  
**Building Materials Standards**

As used in this Agreement, the term “Building Materials Standards” shall include all minimum standards for building products and materials and aesthetic methods in the construction, renovation, maintenance and alteration of buildings as set forth or referenced in the following:

1. Frisco’s Zoning Ordinance, Ordinance No. 11-04-09, as it exists or may be amended by Frisco in its sole discretion (and any successor ordinance thereto), including but not limited to Sections 4.07.09, 4.08.02, 4.09.03 and 4.12.03 of the Zoning Ordinance
2. The Planned Development Ordinance applicable to the Property, as it exists or may be amended by Frisco in its sole discretion (and any successor ordinance thereto)
3. Ordinance No. 2022-11-57, International Energy Conservation Code and all local amendments thereto, as it exists or may be amended by Frisco in its sole discretion (and any successor ordinance thereto)
4. Ordinance No. 2022-11-53, International Fuel Gas Code and all local amendments thereto, as it exists or may be amended by Frisco in its sole discretion (and any successor ordinance thereto)
5. Ordinance No. 2022-11-56, International Mechanical Code and all local amendments thereto, as it exists or may be amended by Frisco in its sole discretion (and any successor ordinance thereto)
6. Ordinance No. 2022-11-55, International Plumbing Code and all local amendments thereto, as it exists or may be amended by Frisco in its sole discretion (and any successor ordinance thereto)
7. Ordinance No. 2022-11-54, National Electrical Code and all local amendments thereto, as it exists or may be amended by Frisco in its sole discretion (and any successor ordinance thereto)
8. Ordinance No. 2022-11-58, International Residential Code and all local amendments thereto, as it exists or may be amended by Frisco in its sole discretion (and any successor ordinance thereto)
9. Ordinance No. 2022-11-52, International Property Maintenance Code and all local amendments thereto, as it exists or may be amended by Frisco in its sole discretion (and any successor ordinance thereto)
10. Ordinance No. 19-11-111, National Fire Protection Association Code, Standard 13R and all local amendments thereto, as it exists or may be amended by Frisco in its sole discretion (and any successor ordinance thereto)
11. Ordinance No. 19-11-112, National Fire Protection Association Code, Standard 13 and all local amendments thereto, as it exists or may be amended by Frisco in its sole discretion

(and any successor ordinance thereto)

12. Ordinance No. 2022-12-67, International Fire Code and all local amendments thereto, as it exists or may be amended by Frisco in its sole discretion (and any successor ordinance thereto)
13. Ordinance No. 2022-11-59, International Building Code – Commercial and all local amendments thereto, as it exists or may be amended by Frisco in its sole discretion (and any successor ordinance thereto)
14. Ordinance No. 2022-11-60, International Swimming Pool and Spa Code and all local amendments thereto, as it exists or may be amended by Frisco in its sole discretion (and any successor ordinance thereto)
15. Ordinance No. 2022-11-61, International Existing Building Code and all local amendments thereto, as it exists or may be amended by Frisco in its sole discretion (and any successor ordinance thereto)
16. Any other existing, future or successor ordinance, rule or regulation adopted by the Frisco City Council that establishes a standard for a building product, material or aesthetic method in construction, renovation, maintenance or other alteration of a building that is more stringent than a standard for the product, material, or aesthetic method under a national model code published within the last three code cycles that applies to the construction, renovation, maintenance, or other alteration of the building