

THE STATE OF TEXAS  
COUNTIES OF COLLIN AND DENTON

**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

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

This AGREEMENT (“Agreement”) is made and entered into by and between the CITY OF FRISCO, TEXAS, a home-rule municipality (“Frisco”), and ZARKY DEVELOPMENT, LLC, a Texas limited liability company (“Zarky”). Frisco and Zarky are each referred to herein as a “Party” or collectively as the “Parties.”

WHEREAS, Zarky represents and warrants that it is the sole owner of a tract of land, consisting of approximately 92.339 acres in the aggregate, situated in the James Bolin Survey, Abstract No. 31 and the W. B. Watkins Survey, Abstract No. 1004, both in Collin County, Texas, and the Crane and Warren Survey, Abstract No. 229, City of Frisco, Denton County, Texas, more particularly described and depicted in Exhibit A, attached hereto and incorporated herein for all purposes (collectively, the “Zarky Property,” *see* Locator Map);

WHEREAS, Frisco represents and warrants that it is the sole owner of a tract of land, consisting of approximately 15± acres in the aggregate, situated in the James Bolin Survey, Abstract Number 31, and the W.B. Watkins Survey, Abstract No. 1004, City of Frisco, Collin County, Texas, and the Crane and Warren Survey, Abstract No. 229, City of Frisco, Denton County, Texas, more particularly described and depicted in Exhibit B, attached hereto and incorporated herein for all purposes (collectively, the “Frisco Property,” *see* Locator Map);

WHEREAS, on or about July 7, 2009, the City Council of Frisco approved zoning of the Zarky Property and the Frisco Property in Frisco Ordinance No. 09-07-37, covering approximately 122.7 acres of land (collectively the “Zoned Property”), as described in Exhibit C, attached hereto and incorporated herein for all purposes (the “Planned Development” or “Frisco Ordinance No. 09-07-37,” *see* Locator Map)<sup>1</sup>;

WHEREAS, the Planned Development authorizes a maximum of four thousand (4,000) multi-family residential units on the Zoned Property, and the Parties desire to allocate the multi-family residential units (including condominium units) as follows: five hundred (500) multi-family residential units to the Frisco Property and a maximum of three thousand five hundred (3,500)

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<sup>1</sup> The zoned property includes both the Zarky Property and the Frisco Property plus land in the adjacent right-of-way.

multi-family residential units to the Zarky Property, subject to the terms and conditions set forth in this Agreement;

WHEREAS, Zarky desires to dedicate right-of-way for Grand Park Boulevard and establish landscape easements along Cotton Gin Road;

WHEREAS, the Parties desire to establish Zarky's obligations to phase-in improvements for trails, retention / detention ponds, water features, kayaking areas, and other amenities, during the construction of multi-family residential units on the Zarky Property as more fully described in this Agreement;

WHEREAS, the Parties desire to agree on the calculation of the amount of parkland dedication and cash in lieu thereof and park development fees to be paid by Zarky on the Zarky Property as provided herein;

WHEREAS, the Parties desire to voluntarily consent to complying with Frisco's standards for building products and materials and aesthetic methods, as described in this Agreement and referenced in Exhibit D, 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 Zoned Property;

WHEREAS, Zarky and Frisco agree that Zarky is obligated to pay water or wastewater fees on the Zarky Property pursuant to the Frisco ordinances;

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

NOW, THEREFORE, in consideration of the covenants and conditions contained in this Agreement, the receipt of which is hereby acknowledged by both Parties as adequate consideration, the 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 and are incorporated into the body of this Agreement.
2. Land Subject to Agreement. The land that is subject to this Agreement is the Zoned Property which includes the Zarky Property and the Frisco Property. Zarky represents and warrants that Zarky is the sole owner of the Zarky Property. Frisco represents and warrants that Frisco is the sole owner of the Frisco Property.
3. Zoned Property Subject to Frisco Ordinance No. 09-07-37. The Zoned Property is subject to Frisco Ordinance No. 09-07-37 and this Agreement.
4. Conveyance Documents.
  - (a) Zarky shall execute and deliver to Frisco the Special Warranty Deed for Grand Park Boulevard (see Section 7), the "Landscape Easements" (as defined in Section 8)

along Cotton Gin Road as described herein, and the easements (as described in Section 4(b) below) (collectively the “Conveyance Documents”). The Special Warranty Deed for Grand Park Boulevard shall be in the form attached as Exhibit L and the Landscape Easements shall be in the form attached hereto as Exhibit E upon the earlier of: (i) the date that is thirty (30) days after Frisco provides written notice to Zarky; or (ii) the date that Zarky is required to convey to Frisco pursuant to applicable Frisco ordinance(s) any of the Zarky Property interests made the subject of the Conveyance Documents as a result of or as a condition to granting any proposed platting or other development approval, or any building permit, sought by Zarky in connection with proposed development of the Zarky Property or any portion thereof (each a “Development Trigger”). The easements (as described in Section 4(b) below) shall be conveyed in compliance with the timing as outlined in Section 10 below and the conveyance shall be generally in the form attached as Exhibit E, which shall be modified as relevant for use and as applicable to the Easement and be provided in Section 4(b), or by plat.

- (b) Zarky shall execute and deliver to Frisco the access easements for the concrete trail, grassy area for community use, hike and bike trails, a fountain, a kayaking area, and associated parking; and open space easement for approximately nine (9) to eleven (11) acres in surface area of the retention / detention pond, all as more fully described in Section 10 and Exhibit J. (Exhibits J1, J2, J2B, J2C, J2D, J2E, J3, J4, J5, J6, and J7, collectively known as “Exhibit J”).
- (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 has not been finalized or accepted, and therefore, the boundaries of the tracts made the subject of the Conveyance Documents have not been established and are subject to change. Each Party shall provide the other Party with reasonable access to the Zoned Property to prepare property surveys necessary to establish the boundaries of the tracts made the subject of the Conveyance Documents. The proposed boundaries of the tracts made the subject of the Conveyance Documents are depicted in Landscape Easement Exhibit I and Grand Park Boulevard Exhibit H, attached hereto and incorporated herein by reference. These depictions of the proposed boundaries are for general informational purposes only, and the Parties shall not be bound by the same. The Parties shall use reasonable efforts to cooperate in establishing the boundaries of the tracts made the subject of the Conveyance Documents. Frisco shall reserve its land for the Grand Park Boulevard Right of Way dedication consistent with the dimensions described in Exhibit H and Zarky will dedicate by special warranty deed to Frisco for Grand Park Boulevard Right of Way consistent with the dimensions described in Exhibit H.
- (d) Zarky shall: (i) convey the property and interests made the subject of the Conveyance Documents that affect the Zarky Property free and clear of any liens, attachments and other encumbrances; and (ii) secure the authorized signatures of any person or entity included as joinders in the Conveyance Documents, as required by Frisco, but in no event to include any holders of the Permitted Encumbrances.

Zarky acknowledges that Frisco prepared the form of the Conveyance Documents, but that Frisco is not, under any circumstance, waiving or releasing its right to require Zarky to convey the property and interests on the Zarky Property made the subject of the Conveyance Documents. 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 solely as a result of a Development Trigger, then Zarky shall be responsible for promptly paying or reimbursing Frisco the costs of surveying and preparation of the legal descriptions and depictions of the boundaries of the property interests made the subject of the Conveyance Documents and recording fees in connection with the conveyance of the property interests made the subject of the Conveyance Documents. The Parties agree that the payment of such costs by Zarky shall be a condition precedent to Frisco's obligations under this Agreement.

5. Zoning Exhibit.

- (a) Zarky will submit an updated "Zoning Exhibit," (see Exhibit G as examples of the Exhibit to be submitted) which identifies alignment of Grand Park Boulevard and the applicable land use, including but not limited to all open areas, multi-family residential buildings and related features, prior to or with a preliminary site plan application.
- (b) The Zoning Exhibit must, at a minimum, include the same level of detail as shown in Frisco Ordinance No. 09-07-37, Exhibit D.

6. Satisfaction of Obligations under the Parkland Dedication Ordinance on the Zarky Property.

- (a) Frisco's Dedication of Land for Parks and Recreational Areas and Assessment of Developments Fees (Chapter 58 of the Code of Ordinances of Frisco) (the "Parkland Dedication Ordinance") on the Zarky Property may be satisfied as follows:
  - i. The Parties agree for a period of five (5) years beginning on the Effective Date (hereinafter defined) of this Agreement, all building permits issued by Frisco for the construction of multi-family residential units on the Zarky Property, not to exceed two thousand eight hundred (2,800) multi-family residential units, shall be subject to fees required by the Parkland Dedication Ordinance representing cash in lieu of dedication and the park development fee under such ordinance (collectively, the "Park Fee") in the amount of two thousand four hundred nineteen dollars (\$2,419.00) per multi-family residential unit.
  - ii. After the expiration of the five (5) year period described in Subsection 6(a)(i) above or beginning with the issuance of a building permit for the two thousand eight hundred and first (2,801<sup>st</sup>) unit, whichever occurs first, the Zarky Property shall be subject to Frisco's then-applicable Park Fee in effect under the then-current Parkland Dedication Ordinance for each multi-family



residential dwelling unit at the time of development thereof on the Zarky Property, regardless of when the unit is developed.

- (b) Notwithstanding anything to the contrary herein, Zarky acknowledges and agrees that the park fee rate set forth in Subsection 6(a)(i) above is not transferable to any other property, regardless of ownership of the same; and is subject to the applicable provisions of the Parkland Dedication Ordinance except as provided in Section 6.

7. Grand Park Boulevard.

- (a) On or before the Development Trigger, the Parties agree to dedicate right-of-way for the construction of a roadway named "Grand Park Boulevard" on the Zoned Property, as identified on Exhibit H. Approximately fifty percent (50%) of the right-of-way dedication for Grand Park Boulevard will be conveyed by Zarky to Frisco from the Zarky Property by special warranty deed or other dedication approved by Frisco and approximately fifty percent (50%) of the right-of-way dedication for Grand Park Boulevard will be reserved by Frisco from the Frisco Property, all as depicted on Exhibit H.
- (b) In no event shall the dedication of right-of-way for Grand Park Boulevard under this Agreement exceed a variance from the fifty percent (50%) dedication by either Party of more than one thousand square feet (1,000 sq. ft.) of the agreed dedication by the Parties.
- (c) The preliminary design for Grand Park Boulevard at engineering scale for the alignment of the right-of-way for Grand Park Boulevard from Cotton Gin Road to Main Street to verify the alignment geometrics is attached as Exhibit H and approved by the Parties.
- (d) Zarky shall, at its sole cost, develop and pay one hundred percent (100%) of the cost of the construction of Grand Park Boulevard on the Zoned Property in compliance with Frisco's development regulations, as they exist or may be amended.

8. Landscape Easement.

- (a) On or before the Development Trigger, Zarky shall dedicate to Frisco, at no cost to Frisco, a twenty-two and one-half (22.5) foot landscape easement from the Zarky Property along Cotton Gin Road and south of the Frisco Property as depicted in Exhibit I (the "22.5 Foot Landscape Easement"). Frisco must provide written prior approval before any modification by Zarky of the 22.5 Foot Landscape Easement.
- (b) On or before the Development Trigger, in addition to the 22.5 Foot Landscape Easement provided in Section 8(a) above, Zarky shall dedicate to Frisco, at no cost to Frisco, a twenty-seven and one-half (27.5) foot landscape easement (the "27.5 Foot Landscape Easement", together with the 22.5 foot Landscape Easement, the "Landscape Easements"), in the aggregate totaling fifty (50) feet by fifty (50) feet

on the Northwest and Northeast corners of Cotton Gin Road and Grand Park Boulevard, as depicted in Exhibit I.

- (c) The Parties agree to the general location of the landscape easement attached as Exhibit I. Frisco retains the sole right to construct within the Landscape Easement (the "Landscape Easement Improvements"). Frisco has the sole discretion in the design and construction of the Landscape Easement Improvements.

9. Allocation of Residential Units.

- (a) City of Frisco Ordinance No. 09-07-37 authorizes four thousand (4,000) multi-family residential units on the Zoned Property.<sup>2</sup> The Parties allocate the multi-family residential units as follows: five hundred (500) multi-family residential units are allocated to the Frisco Property; two thousand eight hundred (2,800) multi-family residential units are allocated to the Zarky Property (the "Residential Unit Cap"); plus a possible additional seven hundred (700) multi-family residential units ("Tower Units" as described below) are allocated to the Zarky Property ("Tower Unit Cap"), provided Zarky complies with the development requirements in this Agreement. Notwithstanding any statement to the contrary herein, the maximum number of multi-family residential units allocated to the Zarky Property shall not exceed three thousand five hundred (3,500) multi-family residential units, of which seven hundred (700) units must be Tower Units (*See* Exhibit G as an example).
- (b) Each Tower Unit must be in buildings that are at least one hundred (100) feet in height ("Tower Buildings"). Zarky will have no obligation to develop commercial space on the ground floor of a Tower Building.
- (c) Buildings of less than one hundred (100) feet in building height identified within the marked orange boundary on Exhibit F, attached hereto, containing multi-family residential units must include a flex space for non-residential uses on the ground floor of the building. The minimum requirements for construction of flex space for non-residential uses under this Agreement include, but are not limited to: installation of a concrete podium on the entire ground floor of the building; minimum fourteen (14) foot ceiling height; installation of at least eighty percent (80%) glazing on the entrance façade on the ground floor to create the required store front; and installation of ventilation systems on the ground floor of each space for non-residential uses.

10. Phase-In.<sup>3</sup>

- (a) Building A, as identified in Exhibit J, shall be the first building to receive a building permit and built on the Zarky Property. Upon completion of Building A, and as an

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<sup>2</sup> The multi-family residential units include condominiums which constitute a multi-family residential unit for purposes of determining the total Residential Unit Cap and Tower Unit Cap.

<sup>3</sup> Public access easements will be granted by Plat or generally in the form of Exhibit E as described in section 4 (a) for the trails depicted on Exhibit J. The trail(s) as shown on the exhibits shall be privately maintained and publicly accessible at all times except during periods of bonafide restoration or cleaning.

additional condition of issuance of a certificate of occupancy for that building, Zarky shall, at its sole cost, construct a concrete trail that is a minimum of 10 feet wide surrounding the planned retention / detention pond identified in the Zoning Exhibit, such construction to be performed in compliance with any and all applicable Frisco ordinances and regulations, as they exist or may be amended. Additionally, upon completion of Building A, and as an additional condition of issuance of a certificate of occupancy for that building, Zarky will construct, at its sole cost, a grassy area for community use, in the location identified in Exhibit J, in compliance with any and all applicable Frisco ordinances and regulations. As additional buildings identified in Exhibit J are developed, the retention / detention pond depicted on Exhibit J will be developed in phases as the drainage needs of the Zarky Property are determined as required by the applicable Frisco regulations.

- (b) Upon the completion of buildings “B” or “D”, as identified in Exhibit J2, and as an additional condition of issuance of a certificate of occupancy for the last of such buildings to be constructed, Zarky shall, at its sole cost, construct the trails in the easement identified on Exhibit J2 and the trails in the area by the retention / detention pond as depicted on Exhibit J2 such construction to be performed in compliance with any and all applicable Frisco ordinances. Trails located within the Oncor easement are subject to Oncor approval.
- (c) Upon completion of all buildings west of Grand Park Boulevard, as identified in Exhibit J, and as an additional condition of issuance of a certificate of occupancy for the last such building west of Grand Park Boulevard to be constructed, Zarky shall, at its sole cost, complete construction of the retention / detention pond, including a fountain and a kayaking entry area, identified in Exhibit J, in compliance with any and all applicable Frisco ordinances and regulations. The fountain shall be for aerating and decorative purposes. The fountain will be a floating type of fountain consistent with a Scott Aerator Amherst fountain or equal. The kayaking entry area will provide for up to 4 slips for a kayak to be launched into the water. The retention / detention pond is estimated to be approximately 9 to 11 acres in surface area upon the full development of the Zarky Property, depending on a to be completed drainage study and ultimate design of the Zarky Property. The retention / detention pond shall have a minimum depth of six (6) feet except for areas sloping up to the surface.
- (d) Exhibit J depicts the development blocks and Grand Park Boulevard, which are consistent with the other Exhibits in this Agreement. Exhibit J depicts the exclusive street sections which will be required by Frisco and incorporated into each approved Preliminary Site Plan.

11. Building Materials Standards.

- (a) In the construction, renovation, maintenance, and alteration of any existing or future building on the Zoned Property, the Parties 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 (“Building Materials”).

Standards” attached as Exhibit D), notwithstanding any conflicting provision of Chapter 3000 of the Texas Government Code, as it exists. The Parties shall comply with the attached Exhibit D. The Parties voluntarily consent 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 Zoned Property.

- (b) The recording of this Agreement imposes deed restrictions on the Zoned Property, incorporating the requirements of the Building Materials Standards.
- (c) Frisco designates the Zarky Property for its architectural importance and significance pursuant to Section 3000.002(d) of the Texas Government Code. Zarky voluntarily consents under Section 3000.002(d) to such designation. Zarky 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 Zarky Property, and further agrees that Frisco’s right to enforce the Building Materials Standards arising from this Agreement and not from a rule, charter provision, ordinance, order, building code or other regulation of Frisco.

12. Default.

- (a) If Zarky 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 Zarky, then Frisco shall have the following remedies, in addition to Frisco’s other rights and remedies:
  - i. Mandamus, and injunctive relief;
  - ii. To refuse to accept any portion of any public improvements on the Property or associated with the development of the Property;
  - iii. To seek specific performance 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 Zarky, then Zarky may seek specific performance of this Agreement as Zarky’s sole and exclusive remedy.

13. 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 Zarky for, any credit or reimbursement of, or payment of any monies, regarding the matters set forth herein.

14. Covenant Running with the Land.

- (a) The following Sections shall be covenants running with the land and shall be binding upon the Parties, their successors, and assigns:
- i. Sections 3 – 11 relating to the Zoned Property;
  - ii. The Conveyance of Documents set forth in Section 4(a) – (ed);
  - iii. The Building Materials Standards set forth in Section 11;
  - iv. The Indemnity set forth in Section 17;
  - v. The Waiver and Release of Claims and Obligations Imposed by this Agreement set forth in Section 18; and
  - vi. Vested Rights set forth in Section 19.
- (b) Frisco shall cause this Agreement to be filed in the Real Property Records of Collin County, Texas and Denton County, Texas. Zarky represents and warrants that the filing of this Agreement as provided herein shall provide Frisco with a superior and priority encumbrance on all property being conveyed to Frisco that is referred to in Section 4(a) – (d); save and except, easements or real property referred to in Section 4 may be subject only to a lien authorized and executed by Oncor. Zarky represents and warrants that there are no liens, attachments or other encumbrances that prohibit or affect the right of Zarky to grant such superior and priority encumbrance as described herein. Except for the Permitted Encumbrances, if such a condition does exist, however, Zarky shall obtain a signature with acknowledgment from the holder of such lien, attachment or encumbrance, subordinating or providing a non-disturbance agreement for any such lien, attachment or encumbrance to Zarky's rights granted herein.

15. Limitations of Agreement. Frisco ordinances covering property taxes, utility rates, permit fees, inspection fees, tree mitigation fees, water and wastewater 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 Zarky to Frisco under any ordinance, except as set forth in Section 6.

16. 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 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) 292-5100  
Email: [wperson@friscotexas.gov](mailto:wperson@friscotexas.gov)

with a copy to:

Abernathy, Roeder, Boyd & Hullett, P.C.  
Attention: Richard M. Abernathy  
1700 Redbud Blvd., Suite 300  
McKinney, Texas 75069  
Telephone: (214) 544-4000  
Email: [ravernathy@abernathy-law.com](mailto:ravernathy@abernathy-law.com)

If to Zarky, addressed to him at:

Zarky Development, LLC  
Attention: David Weinreb  
5530 North 40<sup>th</sup> Pl.  
Dallas, Texas 75252  
Telephone: (214) 202-0660  
Email: [drw@weinrebventures.com](mailto:drw@weinrebventures.com)

17. Indemnity.

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

18. Zarky's Waiver and Release of Claims for Obligations Imposed by this Agreement.

ZARKY ACKNOWLEDGES AND AGREES THAT WITH RESPECT TO THE TERMS OF THIS AGREEMENT:

- (a) THE CONVEYANCES, DEDICATIONS, EASEMENTS AND/OR PAYMENT OF MONEY REQUIRED BY THIS AGREEMENT TO BE PERFORMED BY ZARKY, 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.
- (b) THE AMOUNT OF ZARKY'S 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 SUCH ZARKY'S DEVELOPMENT PLACES ON FRISCO'S INFRASTRUCTURE.
  - (c) ZARKY 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.
  - (d) ZARKY HEREBY AGREES THAT ANY PROPERTY WHICH ZARKY CONVEYS TO FRISCO PURSUANT TO THIS AGREEMENT IS ROUGHLY PROPORTIONAL TO THE BENEFIT RECEIVED BY ZARKY FOR SUCH LAND, AND ZARKY HEREBY WAIVES ANY CLAIM THEREFORE THAT ZARKY MAY HAVE. ZARKY 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 ZARKY'S ADJACENT PROPERTY ON FRISCO'S INFRASTRUCTURE. ZARKY 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.
  - (e) ZARKY RELEASES FRISCO FROM ANY AND ALL CLAIMS OR CAUSES OF ACTION BASED ON EXCESSIVE OR ILLEGAL EXACTIONS WITH RESPECT TO THE TERMS OF THIS AGREEMENT.
  - (f) ZARKY WAIVES ANY CLAIM FOR DAMAGES FOR 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.



19. Vested Rights/Chapter 245 Waiver. This Agreement shall confer no vested rights on the Zarky Property, or any portion thereof, 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. ZARKY 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.
  
20. Condemnation Procedures/Rights Waiver. AS ADDITIONAL CONSIDERATION FOR THE BENEFITS ZARKY IS RECEIVING UNDER THIS AGREEMENT, ZARKY 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.
  
21. Warranties/Representations. The Parties affirm that adequate consideration has been exchanged between the Parties. In this regard, each Party verifies, confirms, represents, warrants, acknowledges and agrees that such Party:
  - (a) Is authorized to sign this Agreement;
  - (b) Is the sole owner of all claims, causes of action, and damages that might arise from such claims and causes of action the subject of this Agreement and has not assigned, sold, conveyed, or otherwise transferred the same;
  - (c) Has had the opportunity to consult with counsel prior to executing this Agreement and has so consulted;
  - (d) 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;
  - (e) Waives any right to additional information regarding the matters governed and effected by this Agreement;
  - (f) Was not in a significantly disparate bargaining position with any other Party;
  - (g) Has carefully read this Agreement and that it fully understands this Agreement;
  - (h) Has had ample opportunity to retain its own separate, independent legal counsel of its own choice;

- (i) 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; and THE PARTIES HEREBY SPECIFICALLY DISCLAIM RELIANCE ON ANY STATEMENTS, REPRESENTATIONS, OR PROMISES MADE BY ANY OF THE PARTIES PRIOR TO THE EXECUTION OF THIS AGREEMENT.
22. 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.
23. 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.
24. Consideration. This Agreement is executed by the Parties without coercion or duress and for substantial consideration, the sufficiency of which is forever confessed.
25. 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.
26. 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).
27. Savings; Severability. If 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.
28. 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.

29. 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.
30. Assignment/Binding Effect.
- (a) This Agreement is assignable, in whole or in part, by either Party 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 is attached as Exhibit K ;
    - ii. The Assignment must expressly contain, among any other reasonable requirements and conditions of Frisco, an acknowledgment and agreement that all applicable 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. The assignor will file any assignment in compliance with Exhibit K in the Real Property Records of Collin County, Texas and Denton County, Texas; and
    - iv. The assignor shall provide the other Party with a file-marked copy of the Assignment within ten (10) days of filing the same, and until the other Party receives said file-marked copy of the Assignment as provided herein, the other Party shall not, under any circumstance, recognize said Assignment.
  - (b) This Agreement shall be binding upon and inure to the benefit of Frisco and Zarky.
  - (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.
31. Indemnification. The Parties agree that the Indemnity provisions set forth herein are conspicuous, and the Parties have read and understood the same.
32. 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 the Default provisions in Section 12.

33. 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.
34. Reference to Zarky. When referring to “Zarky” herein, this Agreement shall refer to and be binding upon Zarky, and Zarky’s officers, directors, partners, employees, representatives, contractors, agents, successors, assignees (as authorized herein), vendors, grantees, trustees, legal representatives, Affiliates of Zarky, and other third parties who are Affiliates of Zarky.
35. 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, any other authorized third parties for whom Frisco is legally responsible, and its successors and assigns.
36. 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.
37. Further Assurances. Each Party shall do and perform, or cause to be done and performed, all such further acts and things, and shall execute and deliver all such other agreements, certificates, instruments and documents, as the other Party may reasonably request to carry out the intent and accomplish the purposes of this Agreement and the consummation of the transactions contemplated hereby.
38. Force Majeure. Each Party shall use good faith, due diligence and reasonable care in the performance of its respective obligations under this Agreement, and time shall be of the essence in such performance; however, in the event a Party is unable, due to force majeure, to perform its obligations under this Agreement, then the obligations affected by the force majeure shall be temporarily suspended. Within 30 days after the occurrence of a force majeure, the Party claiming the right to temporarily suspend its performance, must give Notice to all the Parties, including a detailed explanation of the force majeure and a description of the action that will be taken to remedy the force majeure and resume full performance at the earliest possible time. The term "force majeure" means events or circumstances related to an epidemic or pandemic, supply shortage delays, government acts, a state of emergency, a government order, or a quarantine.
39. Employment of Undocumented Workers. During the term of this Agreement, Zarky agrees not to knowingly employ any undocumented workers and, if convicted of a violation under 8 U.S.C. Section 1324a(f), Zarky shall repay the incentives granted herein within 120 days after the date Zarky is notified by Frisco of such violation, plus interest at the rate of six percent (6%) compounded annually from the date of violation until paid. Pursuant to

Section 2264.101(c), Texas Government Code, a business is not liable for a violation of Chapter 2264 by a subsidiary, affiliate, or franchisee of the business, or by a person with whom the business contracts.

40. No Boycott of Israel. To the extent this Agreement constitutes a contract for goods or services for which a written verification is required under Section 2271.002, Texas Government Code, Zarky hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not boycott Israel and will not boycott Israel during the term of this Agreement. The foregoing verification is made solely to enable Frisco to comply with such Section and to the extent such Section does not contravene applicable Federal or Texas law. As used in the foregoing verification, 'boycott Israel,' a term defined in Section 2271.001, Texas Government Code, by reference to Section 808.001(1), Texas Government Code, means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes.

41. Iran, Sudan, and Foreign Terrorist Organizations. Zarky represents that neither it nor any of its parent company, wholly- or majority-owned subsidiaries, and other affiliates is a company identified on a list prepared and maintained by the Texas Comptroller of Public Accounts under Section 2252.153 or Section 2270.0201, Texas Government Code, and posted on any of the following pages of such officer's internet website:

<https://comptroller.texas.gov/purchasing/docs/sudan-list.pdf>,

<https://comptroller.texas.gov/purchasing/docs/iran-list.pdf>, or

<https://comptroller.texas.gov/purchasing/docs/fto-list.pdf>.

The foregoing representation is made solely to enable the City to comply with Section 2252.152, Texas Government Code, and to the extent such Section does not contravene applicable Federal law or Texas law and excludes Zarky and each of its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, that the United States government has affirmatively declared to be excluded from its federal sanctions regime relating to Sudan or Iran or any federal sanctions regime relating to a foreign terrorist organization.

42. No Discrimination Against Fossil Fuel Companies. To the extent this Agreement constitutes a contract for goods or services for which a written verification is required under Section 2274.002 (as added by Senate Bill 13 in the 87th Texas Legislature, Regular Session), Texas Government Code, as amended, Zarky hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not boycott energy companies and will not boycott energy companies during the term of this Agreement. The foregoing verification is made solely to enable Frisco to comply with such Section and to the extent such Section does not contravene applicable Federal or Texas law. As used in the foregoing verification, "boycott energy companies" a term defined in Section 2274.001(1), Texas Government Code (as enacted by such Senate Bill) by

reference to Section 809.001, Texas Government Code (also as enacted by such Senate Bill), shall mean, without an ordinary business purpose, refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations with a company because the company (A) engages in the exploration, production, utilization, transportation, sale, or manufacturing of fossil fuel-based energy and does not commit or pledge to meet environmental standards beyond applicable federal and state law; or (B) does business with a company described by (A) above.

43. No Discrimination Against Firearm Entities and Firearm Trade Associations. To the extent this Agreement constitutes a contract for goods or services for which a written verification is required under Section 2274.002 (as added by Senate Bill 19 in the 87th Texas Legislature, Regular Session), Texas Government Code, as amended, Zarky hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not discriminate against a firearm entity or firearm trade association during the term of this Agreement. The foregoing verification is made solely to enable Frisco to comply with such Section and to the extent such Section does not contravene applicable Federal or Texas law. As used in the foregoing verification and the following definitions:

- (a) 'discriminate against a firearm entity or firearm trade association,' a term defined in Section 2274.001(3), Texas Government Code (as enacted by such Senate Bill), (A) means, with respect to the firearm entity or firearm trade association, to (i) refuse to engage in the trade of any goods or services with the firearm entity or firearm trade association based solely on its status as a firearm entity or firearm trade association, (ii) refrain from continuing an existing business relationship with the firearm entity or firearm trade association based solely on its status as a firearm entity or firearm trade association, or (iii) terminate an existing business relationship with the firearm entity or firearm trade association based solely on its status as a firearm entity or firearm trade association and (B) does not include (i) the established policies of a merchant, retail seller, or platform that restrict or prohibit the listing or selling of ammunition, firearms, or firearm accessories and (ii) a company's refusal to engage in the trade of any goods or services, decision to refrain from continuing an existing business relationship, or decision to terminate an existing business relationship (aa) to comply with federal, state, or local law, policy, or regulations or a directive by a regulatory agency or (bb) for any traditional business reason that is specific to the customer or potential customer and not based solely on an entity's or association's status as a firearm entity or firearm trade association;
- (b) 'firearm entity,' a term defined in Section 2274.001(6), Texas Government Code (as enacted by such Senate Bill), means a manufacturer, distributor, wholesaler, supplier, or retailer of firearms (defined in Section 2274.001(4), Texas Government Code, as enacted by such Senate Bill, as weapons that expel projectiles by the action of explosive or expanding gases), firearm accessories (defined in Section 2274.001(5), Texas Government Code, as enacted by such Senate Bill, as devices

specifically designed or adapted to enable an individual to wear, carry, store, or mount a firearm on the individual or on a conveyance and items used in conjunction with or mounted on a firearm that are not essential to the basic function of the firearm, including detachable firearm magazines), or ammunition (defined in Section 2274.001(1), Texas Government Code, as enacted by such Senate Bill, as a loaded cartridge case, primer, bullet, or propellant powder with or without a projectile) or a sport shooting range (defined in Section 250.001, Texas Local Government Code, as a business establishment, private club, or association that operates an area for the discharge or other use of firearms for silhouette, skeet, trap, black powder, target, self-defense, or similar recreational shooting); and

(c) 'firearm trade association,' a term defined in Section 2274.001(7), Texas Government Code (as enacted by such Senate Bill), means any person, corporation, unincorporated association, federation, business league, or business organization that (i) is not organized or operated for profit (and none of the net earnings of which inures to the benefit of any private shareholder or individual), (ii) has two or more firearm entities as members, and (iii) is exempt from federal income taxation under Section 501(a), Internal Revenue Code of 1986, as an organization described by Section 501(c) of that code.

44. Affiliate. As used in Sections 40 through 45, Zarky understands 'affiliate' to mean an entity that controls, is controlled by, or is under common control with Zarky within the meaning of SEC Rule 405, 17 C.F.R. § 230.405, and exists to make a profit.
45. Form 1295. Submitted herewith is a completed Form 1295 generated by the Texas Ethics Commission's (the "TEC") electronic filing application in accordance with the provisions of Section 2252.908 of the Texas Government Code and the rules promulgated by the TEC (the "Form 1295"). Frisco hereby confirms receipt of the Form 1295 from Zarky, and Frisco agrees to acknowledge such form with the TEC through its electronic filing application system not later than the 30th day after the receipt of such form. The Parties understand and agree that, with the exception of information identifying Frisco and the contract identification number, neither Frisco nor its consultants are responsible for the information contained in the Form 1295; that the information contained in the Form 1295 has been provided solely by Zarky; and, neither Frisco nor its consultants have verified such information.

*[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 S. Pierson, City Manager

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

Attested to by:

Approved as to form:

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

\_\_\_\_\_  
Abernathy, Roeder, Boyd & Hullett, P.C.  
Richard M. Abernathy, City Attorneys

STATE OF TEXAS           §  
  §  
COUNTY OF COLLIN       §

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

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

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



**ZARKY DEVELOPMENT, LLC,**  
a Texas limited liability company

By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

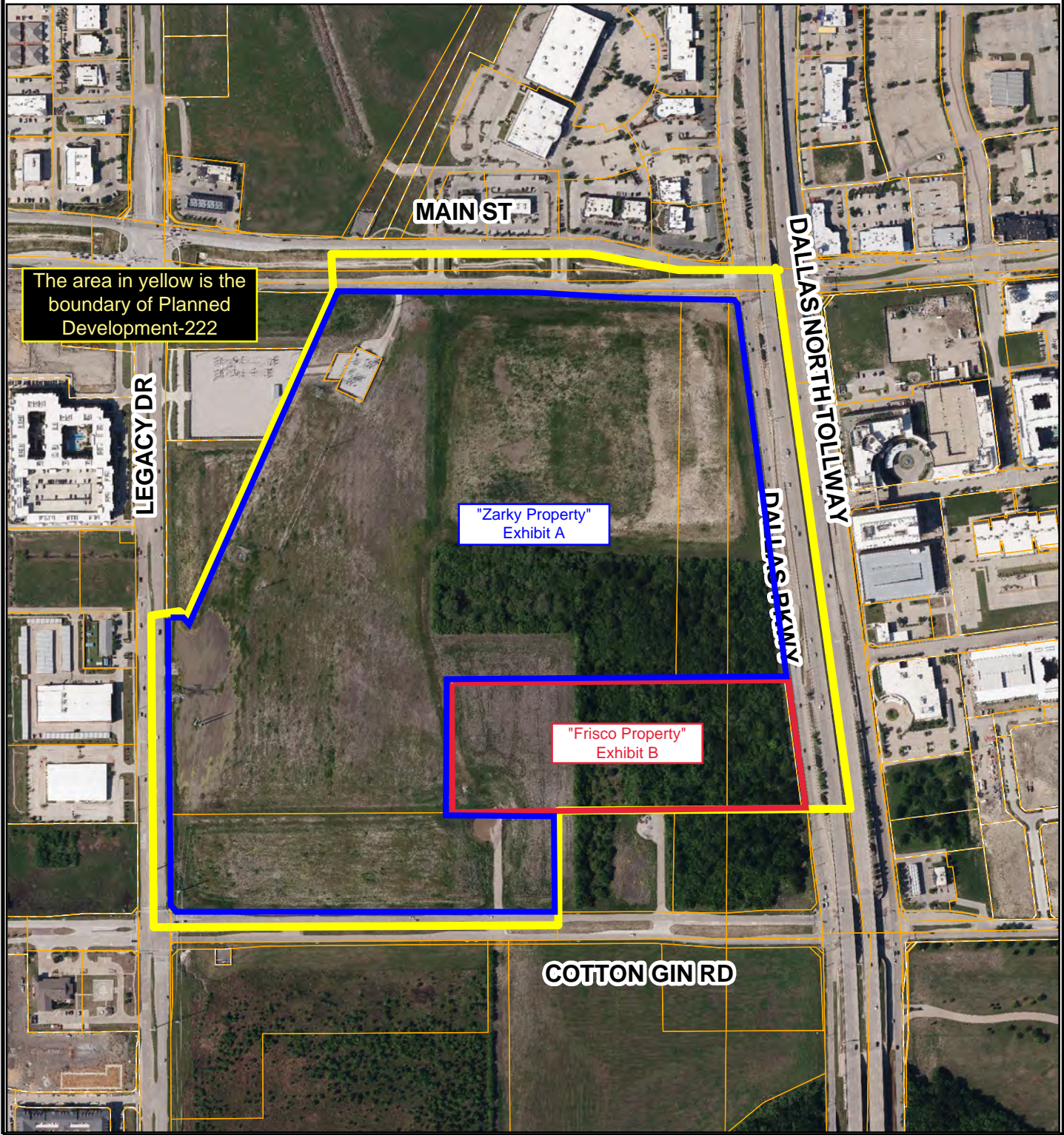
STATE OF TEXAS           §  
  §  
COUNTY OF \_\_\_\_\_ §

BEFORE ME, the undersigned authority, on this day personally appeared \_\_\_\_\_, known to me to be one of the persons whose names are subscribed to the foregoing instrument; he acknowledged to me that he is the \_\_\_\_\_ and duly authorized representative of **ZARKY DEVELOPMENT, LLC**, a Texas limited liability company, and 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 \_\_\_\_\_, 2023.

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

# Locator Map



**Exhibit A**  
**Legal Description and Depiction of the Zarky Property**

# Exhibit A

## EXHIBIT A: LEGAL DESCRIPTION OF ZARKY PROPERTY

**BEING** a tract of land situated in the Crain & Warren Survey, Abstract No.229 Denton County and the James Bolin Survey, Abstract No. 31, Collin County, City of Frisco, Texas and being part of a called 104.758 acre tract of land described in Special Warranty Deed to Zarky Development, LLC, recorded in Instrument No. 2007-3211, Official Public Records of Denton County, Texas and in Instrument No. 20070108000033740, Land Records of Collin County, Texas all of a tract of land described in Special Warranty Deed to Zarky Development, LLC, recorded in Instrument No. 2008-88697, Official Public Records of Denton County, Texas and being more particularly described as follows:

**BEGINNING** at a 5/8" iron rod with plastic cap stamped "KHA" set at the southernmost end of a right-of-way corner clip at the intersection of the south right-of-way line of Main Street (F.M. 720, a variable width right-of-way) and the west right-of-way line of the Dallas North Tollway (a variable width right-of-way);

**THENCE** with said west right-of-way line, South 6°43'26" East, a distance of 1441.25 feet to a 5/8" iron rod with plastic cap stamped "KHA" set at the northeast corner of a tract of land described in Special Warranty Deed to the City of Frisco, recorded in Instrument No. 20070108000033750, Land Records of Collin County, Texas;

**THENCE** with the north line of said City of Frisco tract, North 89°25'15" West, a distance of 1274.67 feet to a 5/8" iron rod with plastic cap stamped "KHA" set at the northwest corner of said City of Frisco tract from which a 5/8" iron rod found bears North 82°00' West, a distance of 1.2 feet;

**THENCE** with the west line of said City of Frisco tract, South 00°34'46" West, a distance of 500.00 feet to a 5/8" iron rod with plastic cap stamped "KHA" set at the southwest corner of said City of Frisco tract;

**THENCE** with the south line of said City of Frisco tract, South 89°25'15" East, a distance of 383.48 feet to a 5/8" iron rod found at the northwest corner of a tract of land described in Special Warranty Deed to First National Bank, recorded in Instrument No. 20080624000763940, Land Records of Collin County, Texas;

**THENCE** with the west line of said First National Bank tract, South 00°29'27" West, a distance of 381.56 feet to a 5/8" iron rod found in the north right-of-way line of Cotton Gin Road (a 125-foot wide right-of-way) at the southwest corner of said First National Bank tract;

**THENCE** with said north right-of-way line, the following courses and distances:

North 89°31'32" West, a distance of 1116.51 feet to a 5/8" iron rod found for corner;

# Exhibit A

North 85°42'41" West, a distance of 150.33 feet to a 5/8" iron rod found for corner;  
North 89°31'32" West, a distance of 175.00 feet to a 5/8" iron rod found at the southernmost end of a right-of-way corner clip at the intersection of said north right-of-way line and the east right-of-way line of Legacy Drive (a variable width right-of-way);

**THENCE** with said right-of-way corner clip, North 44°31'36" West, a distance of 35.36 feet to a 5/8" iron rod found at the northernmost end of said right-of-way corner clip;

**THENCE** with said east right-of-way line, the following courses and distances:

North 0°28'19" East, a distance of 175.00 feet to a 5/8" iron rod found for corner;  
North 3°20'32" West, a distance of 120.16 feet to a 5/8" iron rod found for corner;  
North 0°30'19" East, a distance of 820.92 feet to a 5/8" iron rod with plastic cap stamped "KHA" set at the southwest corner of Lot 3, Block A, Main and Legacy Self-Storage, an addition to the City of Frisco, Texas according to the plat recorded in Cabinet X, Page 541, Plat Records of Denton County, Texas;

**THENCE** departing said east right-of-way line and with the south and east lines of said lot 3, Block A, the following courses and distances:

South 89°30'30" East, a distance of 44.81 feet to a 5/8" iron rod with plastic cap stamped "KHA" set for corner;  
South 65°19'44" East, a distance of 37.83 feet to a 5/8" iron rod with plastic cap stamped "KHA" set for corner;  
North 24°40'16" East, a distance of 1352.74 feet to a 5/8" iron rod found (disturbed) in said south right-of-way line at the northeast corner of said Lot 3, Block A;

**THENCE** with said south right-of-way line, the following courses and distances:

South 89°19'39" East, a distance of 578.06 feet to a 5/8" iron rod with plastic cap stamped "KHA" set at the beginning of a tangent curve to the right having a central angle of 5°30'44", a radius of 2500.00 feet, a chord bearing and distance of South 86°34'17" East, 240.42 feet;  
In a southeasterly direction, with said curve to the right, an arc distance of 240.52 feet to a 1/2" iron rod with plastic cap stamped "VOTEX" found at the beginning of a reverse curve to the left having a central angle of 5°36'29", a radius of 2010.00 feet, a chord bearing and distance of South 86°37'10" East, 196.66 feet;  
In a southeasterly direction, with said curve to the left, an arc distance of 196.74 feet to a 1/2" iron rod with plastic cap stamped "VOTEX" found at the end of said curve;  
South 89°25'24" East, a distance of 161.28 feet to a 5/8" iron rod with plastic cap stamped "KHA" set at the beginning of a non-tangent curve to the right having a

# Exhibit A

central angle of  $3^{\circ}18'36''$ , a radius of 505.00 feet, a chord bearing and distance of South  $82^{\circ}39'41''$  East, 29.17 feet;

In a southeasterly direction, with said curve to the right, an arc distance of 29.17 feet to a  $5/8$ " iron rod with plastic cap stamped "KHA" set at the beginning of a reverse curve to the left having a central angle of  $8^{\circ}22'45''$ , a radius of 525.00 feet, a chord bearing and distance of South  $85^{\circ}11'45''$  East, 76.71 feet;

In a southeasterly direction, with said curve to the left, an arc distance of 76.78 feet to a  $5/8$ " iron rod with plastic cap stamped "KHA" set at the end of said curve; South  $89^{\circ}23'08''$  East, a distance of 242.52 feet to a  $5/8$ " iron rod with plastic cap stamped "KHA" set at the northernmost end of said right-of-way corner clip;

**THENCE** with said right-of-way corner clip, South  $48^{\circ}02'01''$  East, a distance of 37.53 feet to the **POINT OF BEGINNING** and containing 92.339 acres or 4,022,270 square feet of land.

This document was prepared under 22 TAC §138.95, does not reflect the results of an on the ground survey, and is not to be used to convey or establish interests in 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.



**Exhibit B**  
**Legal Description and Depiction of the Frisco Property**

# Exhibit B

DESCRIPTION, of a 15.00 acre tract of land situated in the Crain and Warren Survey, Abstract No. 31, in the city of Frisco, Denton County, Texas, the W.B. Watkins Survey, Abstract No. 1004, in the City of Frisco, Collin County, Texas and the James Bolin Survey, city of Frisco, Collin County, Texas, said tract being part of a tract of land described in deed to Oakmont Land Nine, L.P. recorded in Volume 5361, Page 4107 of the Deed Records of Collin County, Texas; said 15.00 acre tract being more particularly described as follows:

COMMENCING, at the southeast end of a corner clip at the intersection of the south right-of-way line of Main Street (F.M. 720) (an 80 foot wide right-of-way) and the west right-of-way line of the Dallas North Tollway (a 300 foot wide right-of-way);

THENCE, South 07 degrees, 07 minutes, 09 seconds East, along the said west line of the Dallas North Tollway, a distance of 1441.68 feet to a ½-inch iron rod with "Pacheco Koch" cap set at the POINT OF BEGINNING;

THENCE, South 07 degrees, 07 minutes, 09 seconds East, continuing along the said west line of the Dallas North Tollway, a distance of 504.07 feet to a ½-inch iron rod found for corner at the southeast corner of said Oakmont Land Nine, L.P. tract; said point being the northeast corner of a tract of land described in deed to Eland Energy, Inc. recorded in Volume 5055, Page 2173 of the Deed Records of Denton County, Texas;

THENCE, North 89 degrees, 50 minutes, 13 seconds West, along the south line of said Oakmont Land Nine, L.P. tract and the north line of said Eland Energy, Inc. tract, passing at 954.92 feet the northwest corner of said Eland Energy, Inc. tract, said point also being the northeast corner of a tract of land described in deed to FLSC, Ltd. recorded in County Clark's File No. 2005-80702, Deed Records of Denton County, Texas, continuing along the said south line of Oakmont Land Nine, L.P. and the north line of said FLSC, Ltd. tract, a total distance of 1338.75 feet to a ½-inch iron rod with "Pacheco Koch" cap set for corner;

THENCE, North 00 degrees, 09 minutes, 47 seconds East, departing the said south line of Oakmont Land Nine tract, a distance of 300.00 feet to a ½-inch iron rod with "Pacheco Koch" cap set for corner;

THENCE, South 89 degrees, 50 minutes, 13 seconds East, a distance of 1274.85 feet to the POINT OF BEGINNING.

CONTAINING: 653,400 square feet or 15.000 acres of land, more or less.



SPECIAL WARRANTY DEED

**NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.**

THAT, ZARKY DEVELOPMENT, LLC, a Texas limited liability company ("Grantor"), for and in consideration of the sum of Ten and No/100 Dollars (\$10.00) cash in hand paid by THE CITY OF FRISCO ("Grantee"), whose address is 6101 Frisco Square Blvd., Frisco, Texas 75034, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by Grantor, has GRANTED, BARGAINED, SOLD, and CONVEYED and by these presents does GRANT, BARGAIN, SELL, and CONVEY unto Grantee, that certain tract of real property situated in Collin and Denton Counties, Texas, and described in Exhibit "A" attached hereto and made a part hereof for all purposes, together with all and singular the rights, privileges, hereditaments, and appurtenances pertaining to such real property, including any and all improvements and fixtures currently attached to and located thereon (the "Property").

This conveyance is being made by Grantor and accepted by Grantee subject to all easements, restrictions, rights, encumbrances and other matters described in Exhibit "B" attached hereto and incorporated herein by reference (collectively, the "Permitted Exceptions").

TO HAVE AND TO HOLD the Property, together with, all and singular, the rights and appurtenances thereto in anywise belonging, to Grantee and Grantee's successors and assigns forever; and subject to the Permitted Exceptions, Grantor does hereby bind Grantor and Grantor's successors and assigns to warrant and forever defend, all singular, the Property unto the Grantee and Grantee's 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, subject to the Permitted Exceptions.

Except for the special warranty of title contained in this Deed, Grantor hereby disclaims any warranty, covenants, or guaranty, oral or written, express or implied or by operation of law, and Grantor shall have no liability to Grantee, and Grantee releases Grantor from any liability (including, but not limited to, actions for contribution or indemnity), for, concerning, or regarding (i) the nature and condition of the Property, including, but not limited to, the suitability thereof for any activity or use; (ii) any improvements or substances located thereon; or (iii) the compliance of the Property with any laws, rules, ordinances or regulations of any government or other body. The conveyance of the Property is made on an "AS-IS" basis, and by its acceptance of this Deed and in consideration of the conveyance by Grantor herein, Grantee acknowledges that, except as otherwise specifically stated in this Deed, GRANTOR MAKES NO WARRANTY OR REPRESENTATION, EXPRESS OR IMPLIED, OR ARISING BY OPERATION OF LAW, INCLUDING, BUT IN NO WAY LIMITED TO, ANY WARRANTY OF CONDITION, HABITABILITY, ENVIRONMENTAL CONDITION, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, ALL OF WHICH WARRANTIES, TO THE FULLEST EXTENT PERMITTED BY LAW, ARE EXPRESSLY DISCLAIMED. GRANTOR IS HEREBY RELEASED BY GRANTEE AND ITS SUCCESSORS AND ASSIGNS OF AND FROM ALL LIABILITIES, OBLIGATIONS AND CLAIMS, KNOWN OR UNKNOWN, THAT GRANTEE OR ITS SUCCESSORS OR ASSIGNS MAY HAVE AGAINST GRANTOR OR THAT ARISE IN THE FUTURE BASED IN WHOLE OR IN PART UPON THE PRESENCE OF TOXIC OR HAZARDOUS SUBSTANCES OR OTHER ENVIRONMENTAL CONTAMINATION ON OR WITHIN THE PROPERTY.

[SIGNATURE PAGE FOLLOWS]

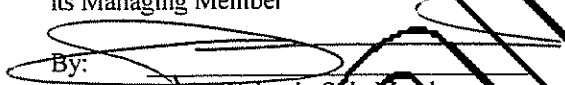
# Exhibit B

EXECUTED to be effective as of the \_\_\_ day of January, 2007.

**GRANTOR:**

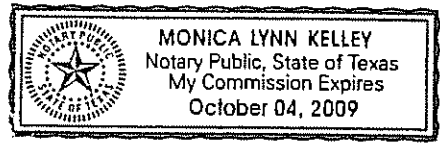
**ZARKY DEVELOPMENT, LLC,**  
a Texas limited liability company


By: Zarky Ventures, LLC,  
a Texas limited liability company,  
its Managing Member

By:   
David Weinreb, Sole Member

THE STATE OF TEXAS       §  
  §  
COUNTY OF DALLAS       §

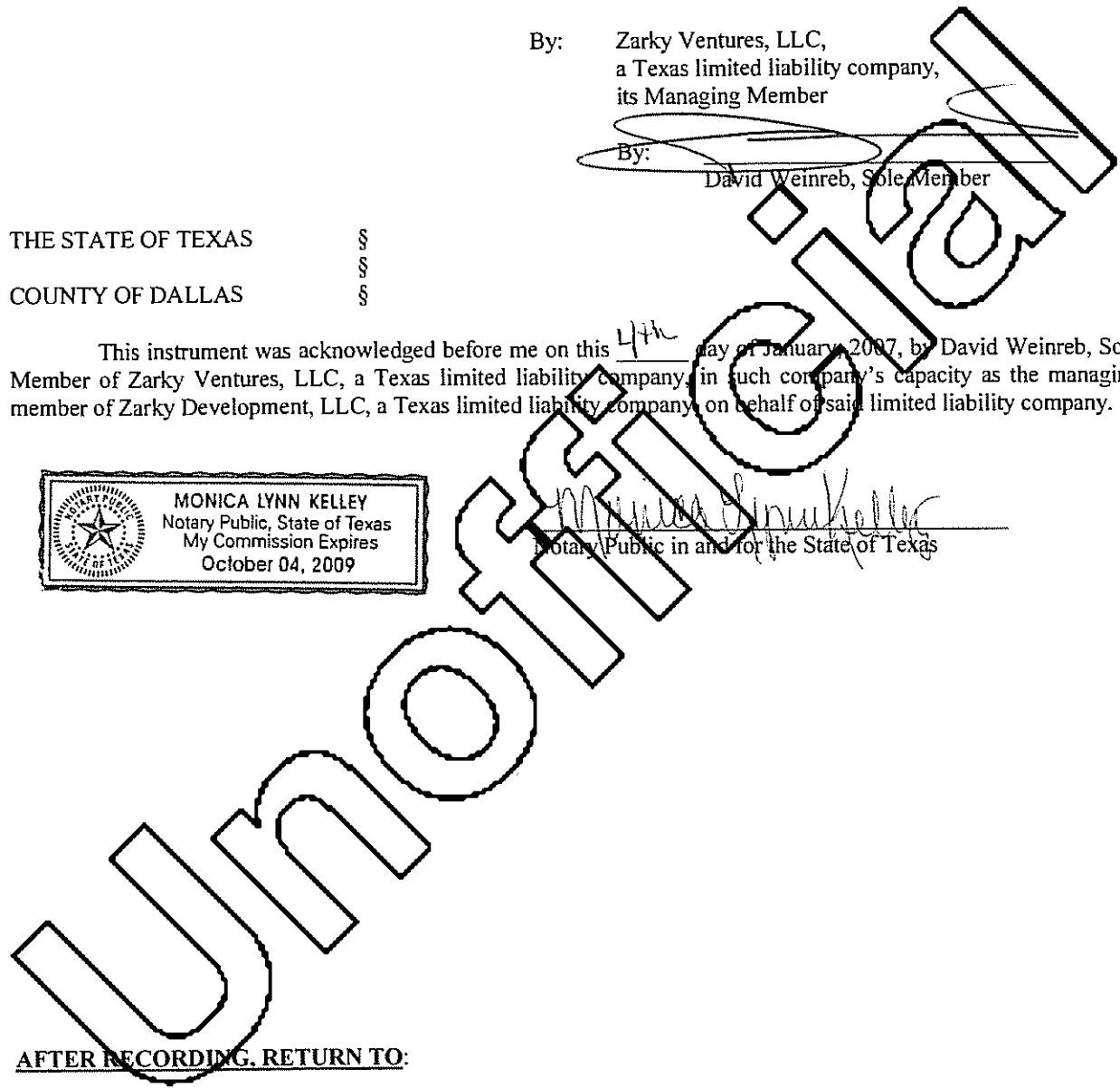
This instrument was acknowledged before me on this 4th day of January, 2007, by David Weinreb, Sole Member of Zarky Ventures, LLC, a Texas limited liability company, in such company's capacity as the managing member of Zarky Development, LLC, a Texas limited liability company, on behalf of said limited liability company.



  
Notary Public in and for the State of Texas

**AFTER RECORDING, RETURN TO:**

Tiffany K. Hartgraves  
Hughes & Luce, L.L.P.  
1717 Main Street  
Suite 2800  
Dallas, Texas 75201



# Exhibit B

## Exhibit "A" Legal Description

DESCRIPTION, of a 15.00 acre tract of land situated in the Crain and Warren Survey, Abstract No. 31, in the city of Frisco, Denton County, Texas, the W.B. Watkins Survey, Abstract No. 1004, in the City of Frisco, Collin County, Texas and the James Bolin Survey, city of Frisco, Collin County, Texas, said tract being part of a tract of land described in deed to Oakmont Land Nine, L.P. recorded in Volume 5361, Page 4107 of the Deed Records of Collin County, Texas; said 15.00 acre tract being more particularly described as follows:

COMMENCING, at the southeast end of a corner clip at the intersection of the south right-of-way line of Main Street (F.M. 720) (an 80 foot wide right-of-way) and the west right-of-way line of the Dallas North Tollway (a 300 foot wide right-of-way);

THENCE, South 07 degrees, 07 minutes, 09 seconds East, along the said west line of the Dallas North Tollway, a distance of 1441.68 feet to a ½-inch iron rod with "Pacheco Koch" cap set at the POINT OF BEGINNING;

THENCE, South 07 degrees, 07 minutes, 09 seconds East, continuing along the said west line of the Dallas North Tollway, a distance of 504.07 feet to a ½-inch iron rod found for corner at the southeast corner of said Oakmont Land Nine, L.P. tract; said point being the northeast corner of a tract of land described in deed to Eland Energy, Inc. recorded in Volume 5055, Page 2173 of the Deed Records of Denton County, Texas;

THENCE, North 89 degrees, 50 minutes, 13 seconds West, along the south line of said Oakmont Land Nine, L.P. tract and the north line of said Eland Energy, Inc. tract, passing at 954.92 feet the northwest corner of said Eland Energy, Inc. tract, said point also being the northeast corner of a tract of land described in deed to FLSC, Ltd. recorded in County Clerk's File No. 2005-80702, Deed Records of Denton County, Texas, continuing along the said south line of Oakmont Land Nine, L.P. and the north line of said FLSC, Ltd. tract, a total distance of 1338.75 feet to a ½-inch iron rod with "Pacheco Koch" cap set for corner;

THENCE, North 00 degrees, 09 minutes, 47 seconds East, departing the said south line of Oakmont Land Nine tract, a distance of 500.00 feet to a ¼-inch iron rod with "Pacheco Koch" cap set for corner;

THENCE, South 89 degrees, 50 minutes, 13 seconds East, a distance of 1274.85 feet to the POINT OF BEGINNING,

CONTAINING: 653,400 square feet or 15.000 acres of land, more or less.

UNRECORDED

# Exhibit B

## Exhibit "B" Permitted Exceptions

1. An undivided ¼ interest in and to all oil, gas and other minerals of every character in and under the herein described property, reserved in instrument from Nellie Mae Leister, et al to H. C. Richey, dated August 12, 1950, filed August 28, 1950, recorded in Volume 361, Page 423, Deed Records, Denton County, Texas, and filed in Collin County, Texas on August 31, 1950, in Volume 418, Page 405, Deed Records of Collin County, Texas.
2. Terms, provisions, easements and conditions contained in Agreement, executed by and between the City of Frisco and Beck Legacy/720 Partnership, dated May 17, 1994, filed for record on May 19, 1994 and recorded under Clerk's File No. 94-0048751, Land Records, Collin County, Texas.
3. Property has frontage or abuts the Dallas North Tollway, which is a controlled access highway.
4. Easement granted by Beck Legacy/720 Partnership to the City of Frisco, dated August 11, 1999, filed for record on August 19, 1999 and recorded in Volume 4407, Page 165, Real Property Records, Denton County, Texas and in Volume 4483, Page 779, Land Records, Collin County, Texas.
5. Easement to be granted to Grantor for connection to sewer line to be located in the southeast corner of the Property, as provided for in Contract of Sale between Zarky Realty Investment Corporation, as Seller, to Grantee, as Buyer.
6. Terms, condition, stipulations, agreements and rights of repurchase as contained in the Repurchase Agreement of even date herewith by and between Grantor and Grantee, filed of record as of the same date this Special Warranty Deed is recorded in the Official Public Records of Real Property in Denton and Collin Counties, Texas.
7. Fence protrusion as shown on Survey prepared by James A. Koch, Jr., RPLS #4688, dated July 11, 2006.

UNOFFICIAL



**Filed and Recorded  
Official Public Records  
Stacey Kemp  
Collin County, TEXAS  
01/08/2007 11:01:37 AM  
\$28.00 BCAVENDER  
20070108000033750**

*Stacey Kemp* 02

**Exhibit C**  
**Frisco Ordinance No. 09-07-37**

# Exhibit C

CITY OF FRISCO, TEXAS

ORDINANCE NO. 09-09-37

AN ORDINANCE OF THE CITY OF FRISCO, TEXAS, AMENDING FRISCO'S COMPREHENSIVE ZONING ORDINANCE NO. 00-11-01 AND REPEALING CITY OF FRISCO ORDINANCE NO. 05-06-48, REZONING A TRACT OF LAND CONSISTING OF 122.7 ACRES, MORE OR LESS, SITUATED IN THE JAMES BOLIN SURVEY, ABSTRACT NO. 31 AND THE W.B. WATKINS SURVEY, ABSTRACT NO. 1004 IN THE CITY OF FRISCO, COLLIN COUNTY, TEXAS AND THE CRAIN AND WARREN SURVEY, ABSTRACT NO. 229 IN THE CITY OF FRISCO, DENTON COUNTY, TEXAS HERETOFORE ZONED PLANNED DEVELOPMENT-173-RETAIL/OFFICE- 2/TOWNHOME/MULTIFAMILY-1 (PD-173-R/O-2/TH/MF-1) AND INDUSTRIAL (I) AND IS HEREBY ZONED AND PLACED IN THE ZONING CLASSIFICATION OF PLANNED DEVELOPMENT-MIXED USE (PD-MXD); DESCRIBING THE TRACTS TO BE REZONED; PROVIDING FOR A PENALTY FOR THE VIOLATION OF THIS ORDINANCE; PROVIDING FOR AN EFFECTIVE DATE OF THIS ORDINANCE; AND PROVIDING FOR THE PUBLICATION OF THE CAPTION HEREOF.

WHEREAS, the City Council of the City of Frisco, Texas (the "City Council") has investigated and determined that Comprehensive Zoning Ordinance No. 00-11-01 should be amended; and

WHEREAS, the City of Frisco, Texas ("Frisco") has received a request from Zarky Development, LLC ("Applicant"), to rezone 122.7 acres of land, more or less, situated in the James Bolin Survey, Abstract No. 31 and the W.B. Watkins Survey, Abstract No. 1004 in the City of Frisco, Collin County, Texas and the Crain and Warren Survey, Abstract No. 229 in the City of Frisco, Denton County, Texas, as described in Exhibit "A" (the "Property"); and

WHEREAS, the City Council has investigated into and determined that the facts contained in the request are true and correct; and

WHEREAS, all legal notices required for rezoning have been given in the manner and form set forth by law, and public hearings have been held on the proposed rezoning and all other requirements of notice and completion of such zoning procedures have been fulfilled; and

# Exhibit C

WHEREAS, the City Council has further investigated into and determined that it will be advantageous and beneficial to Frisco and its inhabitants to rezone this property as set forth below.

**NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF FRISCO, TEXAS:**

SECTION 1: Findings Incorporated. The findings set forth above are incorporated into the body of this Ordinance as if fully set forth herein.

SECTION 2: Repeal of Ordinance No. 05-06-48. Ordinance No. 05-06-48 is hereby repealed in its entirety. The effective date of the repeal discussed in this Section shall not occur until the effective date of this Ordinance at which time Ordinance No. 05-06-48 shall be repealed. Such repeal shall not abate any pending prosecution and/or lawsuit or prevent any prosecution and/or lawsuit from being commenced for any violation of Ordinance No. 05-06-48 occurring before the effective date of this Ordinance.

SECTION 3: Amendment to Comprehensive Zoning Ordinance No. 00-11-01. Comprehensive Zoning Ordinance No. 00-11-01 is amended as follows: The zoning designation of the Property, being described as containing 122.7 acres of land, more or less, situated in the James Bolin Survey, Abstract No. 31 and the W.B. Watkins Survey, Abstract No. 1004 in the City of Frisco, Collin County, Texas and the Crain and Warren Survey, Abstract No. 229 in the City of Frisco, Denton County, Texas, and all streets, roads and alleyways contiguous and/or adjacent thereto are hereby rezoned as:

Planned Development-Mixed Use (PD-MXD)

The Property as a whole is more particularly described in Exhibit "A", attached hereto and incorporated herein for all purposes as if set forth verbatim. The general location of the Property is depicted on Exhibit "A-1", attached hereto.

The development plans, standards, and uses for the Property in this Planned Development District shall conform to, and comply with 1) the statement of intent and purpose, attached hereto Exhibit "B"; 2) the planned development standards, attached hereto as Exhibit "C"; and 3) the zoning exhibits attached hereto as Exhibit "D" and Exhibit "E" (Exhibits "E-1" through "E-12"). Exhibits "B", "C", "D", and "E" are

## Exhibit C

incorporated herein for all purposes as if set forth verbatim. Except as amended by this Ordinance, the development of the Property within this Planned Development District must comply with the requirements of all ordinances, rules and regulations of Frisco, as they currently exist or may be amended.

Three original, official and identical copies of the zoning exhibit map are hereby adopted and shall be filed and maintained as follows:

- a. Two (2) copies shall be filed with the City Secretary and retained as the original records and shall not be changed in any manner.
- b. One (1) copy shall be filed with the building inspector and shall be maintained up-to-date by posting thereon all changes and subsequent amendments for observation, issuing building permits, certificates of compliance and occupancy and enforcing the zoning ordinance. Reproduction for information purposes may from time-to-time be made of the official zoning district map.

Written notice of any amendment to this Planned Development District shall be sent to all property owners within two hundred feet (200') of the specific area to be amended.

**SECTION 4: No Vested Interest/Repeal.** No developer or property owner shall acquire any vested interest in this Ordinance or in any other specific regulations contained herein.

**SECTION 5: Unlawful Use of Premises.** It shall be unlawful for any person, firm, entity or corporation to make use of said premises in some manner other than as authorized by this Ordinance, and it shall be unlawful for any person, firm, entity or corporation to construct on said premises any building that is not in conformity with the permissible uses under this zoning Ordinance.

**SECTION 6: Penalty.** Any person, firm, corporation or entity violating this Ordinance or any provision of Frisco's Comprehensive Zoning Ordinance No. 00-11-01, as they exist or may be amended, shall be deemed guilty of a misdemeanor, and upon conviction thereof, shall be fined a sum not exceeding Two Thousand Dollars (\$2,000.00). Each continuing day's violation under this Ordinance shall constitute a separate offense. The penal provisions imposed under this Ordinance shall not preclude



# Exhibit C

Frisco from filing suit to enjoin the violation. Frisco retains all legal rights and remedies available to it pursuant to local, state and federal law.

SECTION 7: Severability. Should any section, subsection, sentence, clause or phrase of this Ordinance be declared unconstitutional or invalid by a court of competent jurisdiction, it is expressly provided that any and all remaining portions of this Ordinance shall remain in full force and effect. Frisco hereby declares that is would have passed this Ordinance, and each section, subsection, clause or phrase thereof irrespective of the fact that any one or more sections, subsections, sentences, clauses and phrases be declared unconstitutional or invalid.

SECTION 8: Savings/Repealing Clause. Frisco's Comprehensive Zoning Ordinance No. 00-11-01 shall remain in full force and effect, save and except as amended by this or any other Ordinance. All provisions of any ordinance in conflict with this Ordinance are hereby repealed to the extent they are in conflict; but such repeal shall not abate any pending prosecution for violation of the repealed ordinance, nor shall the repeal prevent a prosecution from being commenced for any violation if occurring prior to the repeal of the ordinance. Any remaining portions of said ordinances shall remain in full force and effect.

SECTION 9: Effective Date. This Ordinance shall become effective from and after its adoption and publication as required by law and the Charter of Frisco.

**DULY PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF FRISCO, TEXAS** on this 07th day of July, 2009.

*Mahe Maso*

MAHER MASO, Mayor

**ATTESTED TO AND  
CORRECTLY RECORDED BY:**

**APPROVED AS TO FORM:**

*Jenny Page*  
Jenny Page, City Secretary

*Claire E. Swann*  
Abernathy Roeder Boyd & Joplin P.C.  
Claire E. Swann, City Attorneys

DATES OF PUBLICATION:

July 10 & 17, 2009

, Frisco Enterprise

# Exhibit C

## EXHIBIT "A" PROPERTY DESCRIPTION

**BEING** a tract of land out of the James Bolin Survey, Abstract No. 31 and the W.B. Watkins Survey, Abstract No. 1004 in the City of Frisco, Collin County, Texas and the Crain and Warren Survey, Abstract No. 229 in the City of Frisco, Denton County, Texas, being all the tract of land described in deed to Zarky Development, LLC recorded in Document No. 20070108000033740 of the Official Public Records of Collin County, Texas, being all the tract of land described in deed to Zarky Development, LLC recorded in Document No. 2008-88697 of the Official Public Records of Denton County, Texas, being all the tract of land described in deed to the City of Frisco recorded in Document No. 20070108000033750 of the Official Public Records of Collin County, Texas and being more particularly described as follows:

**BEGINNING** at a point for the intersection of the centerline of Legacy Drive (a variable width ROW at this point) and the centerline of Cotton Gin Road (a variable width ROW at this point);

**THENCE** with the centerline of said Legacy Drive, North 00°30'04" East, a distance of 1210.84 feet to a point for corner;

**THENCE** leaving said centerline and with the east lines of Main and Legacy Self-Storage, an addition to the City of Frisco according to the plat thereof recorded in Cabinet X, Page 541 of the Plat Records of Denton County, Texas, the following courses and distances to wit:

South 89°30'30" East, a distance of 104.87 feet to a point for corner;

South 65°19'44" East, a distance of 37.83 feet to a point for corner;

North 24°40'16" East, a distance of 1352.74 feet to a point for corner;

North 00°40'18" East, a distance of 138.07 feet to a point for corner in the centerline of Main Street (variable width ROW);

**THENCE** with said centerline, the following courses and distances to wit:

South 89°19'42" East, a distance of 897.69 feet to a point for the beginning of a tangent curve to the right with a radius of 1018.00 feet, a central angle of 17°37'50", and a chord bearing and distance of South 80°30'47" East, 312.02 feet;

Southeasterly, with said curve, an arc distance of 313.25 feet to a point for the beginning of a reverse curve to the left with a radius of 1082.00 feet, a central angle of 17°40'36", and a chord bearing and distance of South 80°32'10" East, 332.49 feet;

Southeasterly, with said curve, an arc distance of 333.81 feet to a point for corner;

South 89°22'28" East, a distance of 156.78 feet to a point for corner in the centerline of the Dallas North Tollway (variable width ROW);

**THENCE** with the centerline of the Dallas North Tollway, South 06°44'17" East, a distance of 2039.53 feet to a point for corner;

**THENCE** leaving said centerline and with the north line of a tract of land described in deed to RD Cotton Gin I, LP, recorded in Document No. 2008-69318 of the Official Public Records of Denton County, Texas, North 89°25'15" West, a distance of 1107.15 feet to a point for corner;

**THENCE** with the west line of said RD Cotton Gin I, LP tract, South 00°29'27" West, a distance of 441.56 feet to a point for corner in the centerline of said Cotton Gin Road;

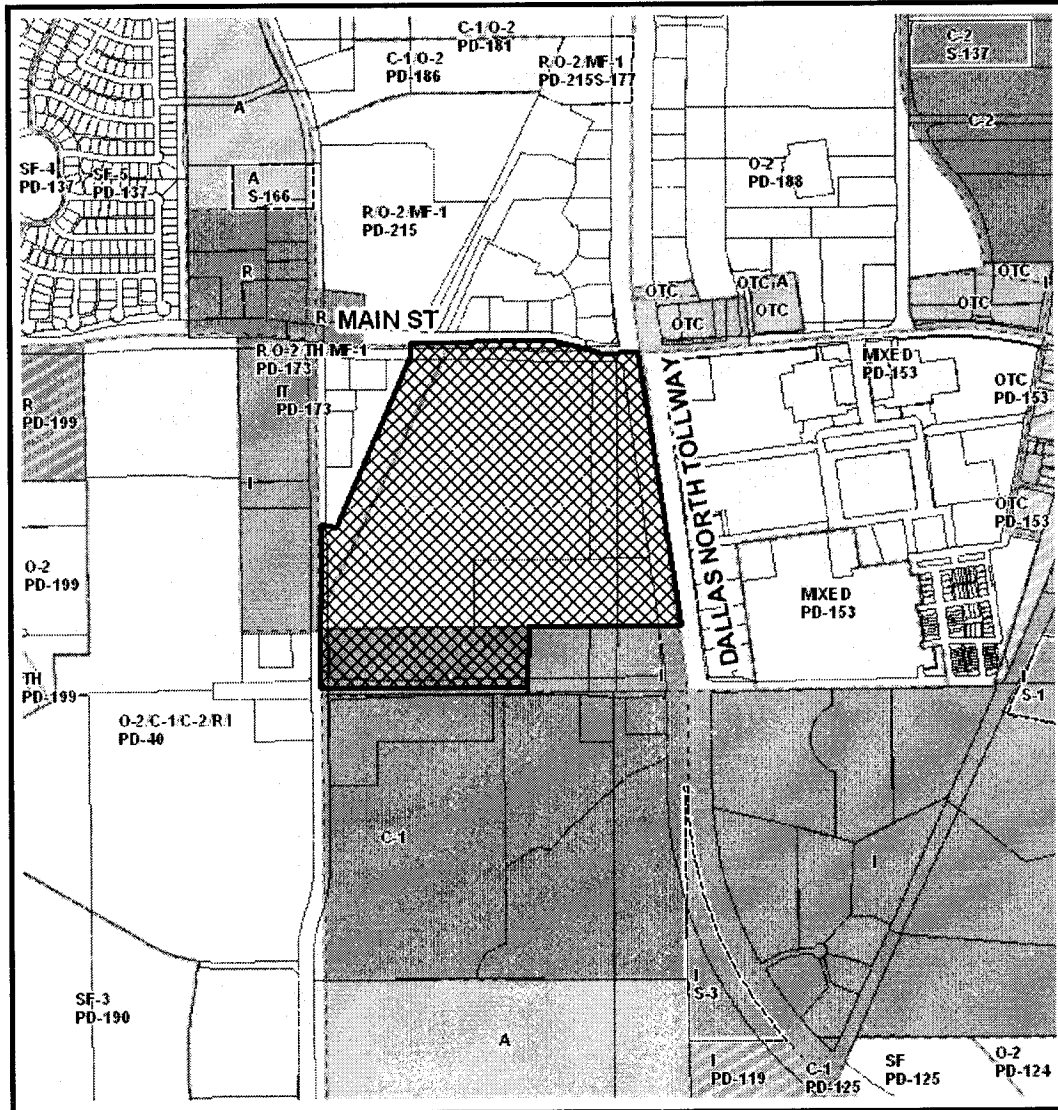
**THENCE** with said centerline, North 89°31'32" West, a distance of 1534.68 feet to the **POINT OF BEGINNING** and containing 122.77 acres of land.

This document was prepared under 22 TAC §663.21, does not reflect the results of an on the ground survey, and is not to be used to convey or establish interests in 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.

# Exhibit C

## EXHIBIT "A1" LOCATOR MAP

### Z09-0003 Main Place



# Exhibit C

## Exhibit "B" Statement of Intent and Purpose

The purpose of this Planned Development District is to allow for a retail, office, hotel, and residential development in a mixed-use setting.

# Exhibit C

## Exhibit "C" Z09-0003 Main Place

### General Conditions

1. Article III, Section 3 (Form-Based Codes Manual) as it exists or may be amended shall apply to this Planned Development.
2. Land uses shall conform to Exhibit "E-2". Except as otherwise provided in Exhibit "E-1", the proposed uses on any given lot, as set forth in "E-1" and "E-2" may be converted to any other use allowed in this District so long as the new use meets the land use equivalencies described below, height restrictions, and all other applicable requirements set forth in this Ordinance and the Comprehensive Zoning Ordinance. A permit shall not be issued for a use if that use and the location of the use is not accurately reflected on E-1 and E-2 attached to this Ordinance. Notwithstanding the previous sentence, to convert a use and amend Exhibits E-1 and E-2, an applicant must submit the request to the Director of Development Services in writing. The Director of Development Services and/or his designee shall approve the change in use and the change to the exhibits if:
  - (a) The new use is permitted under this Ordinance;
  - (b) The new use meets the land use equivalencies listed below; and
  - (c) The new use meets the height restrictions and all other applicable requirements set forth in this Ordinance and the Comprehensive Zoning Ordinance.

If the change of use is denied by the Director and/or his designee, the applicant may appeal, in writing, the Director's decision to the Planning & Zoning Commission within ten (10) days of the date of the Director's decision.

3. All structures shall be constructed using native stone, cast stone or clay-fired brick as the primary building material from the ground floor up to and including the fourth-story. Other masonry materials may be used on floors one through four so long as such alternate masonry materials are used for ornamental purposes and cover no more than 10% of the building façade. Other building materials as allowed by the Comprehensive Zoning Ordinance may be used from the fifth-story on up.
4. Street lights throughout the Planned Development shall be consistent with those street lights installed as of June 23, 2009 along Main Street and in Frisco Square.
5. The zoning exhibits attached and incorporated into this Planned Development as Exhibit "D" and "E" shall serve as a guide for the development of the Property. The ultimate layout (including, streets, site layout, and open space areas) shall

# Exhibit C

be determined at the time of Preliminary Site Plan approval by the Planning and Zoning Commission.

6. Each phase of development shall comply with the City's Comprehensive Zoning Ordinance and Subdivision Regulations Ordinance, as they currently exist or may be amended, unless otherwise specified in this Planned Development Ordinance.

## Land Use Equivalencies

Floor area designated for one land use may be converted to another land use, provided that the total site trips generated by the floor area or equivalents of the uses originally studied in the Main Place Traffic Impact Analysis (TIA) dated March 31, 2009 are not exceeded. Equivalencies may be made by citing the data in *Trip Generation, 8<sup>th</sup> Edition*, or newer. Equivalencies must be based on applying similar trip generation methodologies to both land uses, as approved by the Transportation Manager or his/her designee. For example, the equivalencies must be made by comparing trips generated during the same time period (e.g. Daily, Weekday AM Peak Hour, Weekday PM Peak Hour, etc.) and generated using the same type of calculation (e.g. average rate or fitted curve equation), where possible.

*Example: Using similar trip generation calculations, the trips generated by "X" square-feet of office floor area is equivalent to the trips generated by "Y" square-feet of retail floor area.*

*To replace allowable retail space with restaurant space, "Y" square-feet of retail floor area can be converted to "X" square-feet of office floor area.*

At no such time may any land use exceed the TIA trip generation allowances for the entire Planned Development or these individual land use caps:

Land Use	Maximums
Office	3,500,000 square-feet
Retail	1,000,000 square-feet
Hotel	1,000 rooms
Residential	4,000 units

At the time of each phase of development, the applicant shall submit updated land use totals for the Planned Development.

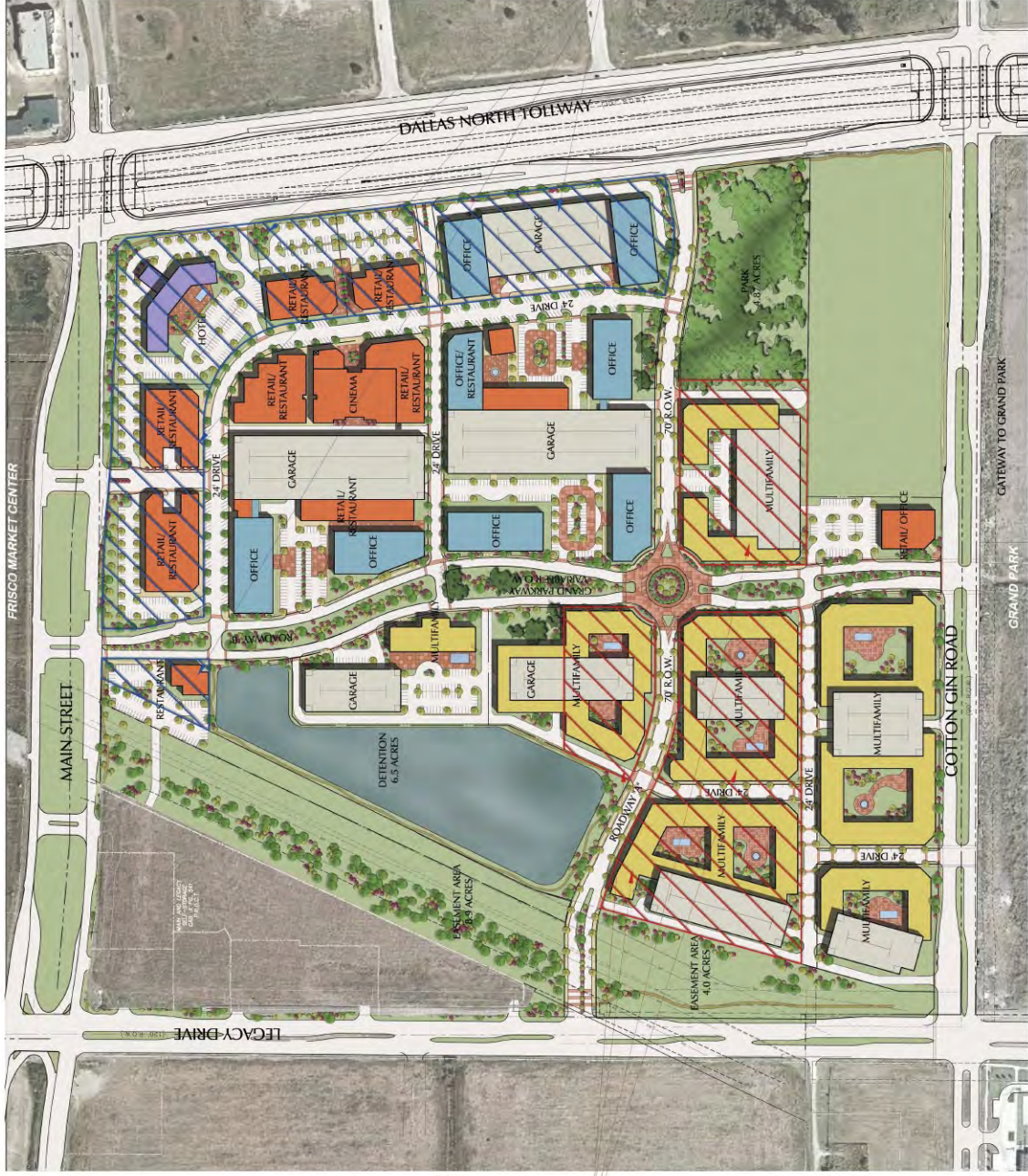
An updated Exhibit "D" shall be submitted in conjunction with preliminary site plan approval.







# Exhibit C



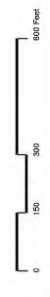
EAST OF EASEMENT  
(ALL LAND USE SUMMARY)

RETAIL: 500,000 S.F.  
 OFFICE: 1,000,000 S.F.  
 TOWNHOUSE: 10 UNITS  
 RESIDENTIAL: 2,500 UNITS  
 OFFICE: 2,500,000 S.F.

NO RESIDENTIAL  
(UNLESS IN CONDO HOTEL)

## EXHIBIT E-1

NOTE:  
 PLAN IS FOR ILLUSTRATIVE PURPOSES ONLY AND IS  
 SUBJECT TO CHANGE.



**GFF Planning**  
 2808 Fairmount Street  
 Dallas, Texas 75201  
 214-303-1500/FH  
 214-303-1502/Fax  
 gff@gff.com

Job #: 0723 File Name: Site-1.pdf Date: 05/05/09 Drawn by: BEM/JMW



### ILLUSTRATIVE SITE PLAN

Main Place  
 Frisco, Texas

NO COMMERCIAL  
(UNLESS ON  
GROUND FLOOR)

INDIVIDUAL LAND USE CAPS

OFFICE: 3,500,000 S.F.  
 RETAIL: 1,000,000 S.F.  
 HOTEL: 1,000 ROOMS  
 RESIDENTIAL: 4,000 UNITS

\*CANNOT EXCEED TIA TRIPS FOR ENTIRE PD  
 (TRIPS CALCULATED BASED UPON TIA  
 LAND USE SUMMARY)

\*OTHER THAN MARKED AREAS, ALL LAND USES  
 SHALL BE ALLOWED ANYWHERE WITHIN THE PD,  
 SUBJECT TO HEIGHT LIMITS.



# Exhibit C



- VEHICULAR CIRCULATION
- VEHICULAR ACCESS POINTS
- PROPOSED SIGNALIZED INTERSECTION
- NON-SIGNALIZED INTERSECTION
- DETENTION/RETENTION
- RESIDENTIAL
- COMMERCIAL/OFFICE
- RETAIL
- OPEN SPACE

## EXHIBIT E-2

NOTE:  
 PLAN IS FOR ILLUSTRATIVE PURPOSES ONLY AND IS SUBJECT TO CHANGE.

NOTE:  
 ALL DISTRICTS ARE MIXED-USE AND MAY CONTAIN EITHER RETAIL, OFFICE, COMMERCIAL, OR RESIDENTIAL COMPONENTS. SHOWN IS EXPECTED PRIMARY USE WITHIN EACH DISTRICT.



**DOMINANT LAND USE**  
 Main Place  
 Frisco, Texas



**GFF Planning**  
 2808 Fairmount Street  
 Dallas, Texas 75201  
 www.gff.com

Job #: 0723 | File Name: Site E Land Use.pdf | Date: 04/21/16 | Drawn by: BEM/JWW





# Exhibit C



- SCENIC OPEN SPACE
- SEMI-PRIVATE COURTYARD GREEN SPACE
- LANDSCAPE SETBACK
- GATEWAY SETBACK/LANDSCAPE TREATMENT
- PLAZA OPEN SPACE
- DETONATION/RETENTION
- HIKE/BIKE TRAIL

## EXHIBIT E-4

NOTE: PLAN IS FOR ILLUSTRATIVE PURPOSES ONLY AND IS SUBJECT TO CHANGE.



**GFF Planning**

2988 Fairmount Street  
Dallas, Texas 75201  
214-303-1500 Tel  
214-303-1500 Fax  
www.gff.com

Job # 19223 File Name: Site & Green Space.rvt Date: 04/21/08 Drawn by: BEM/JWW

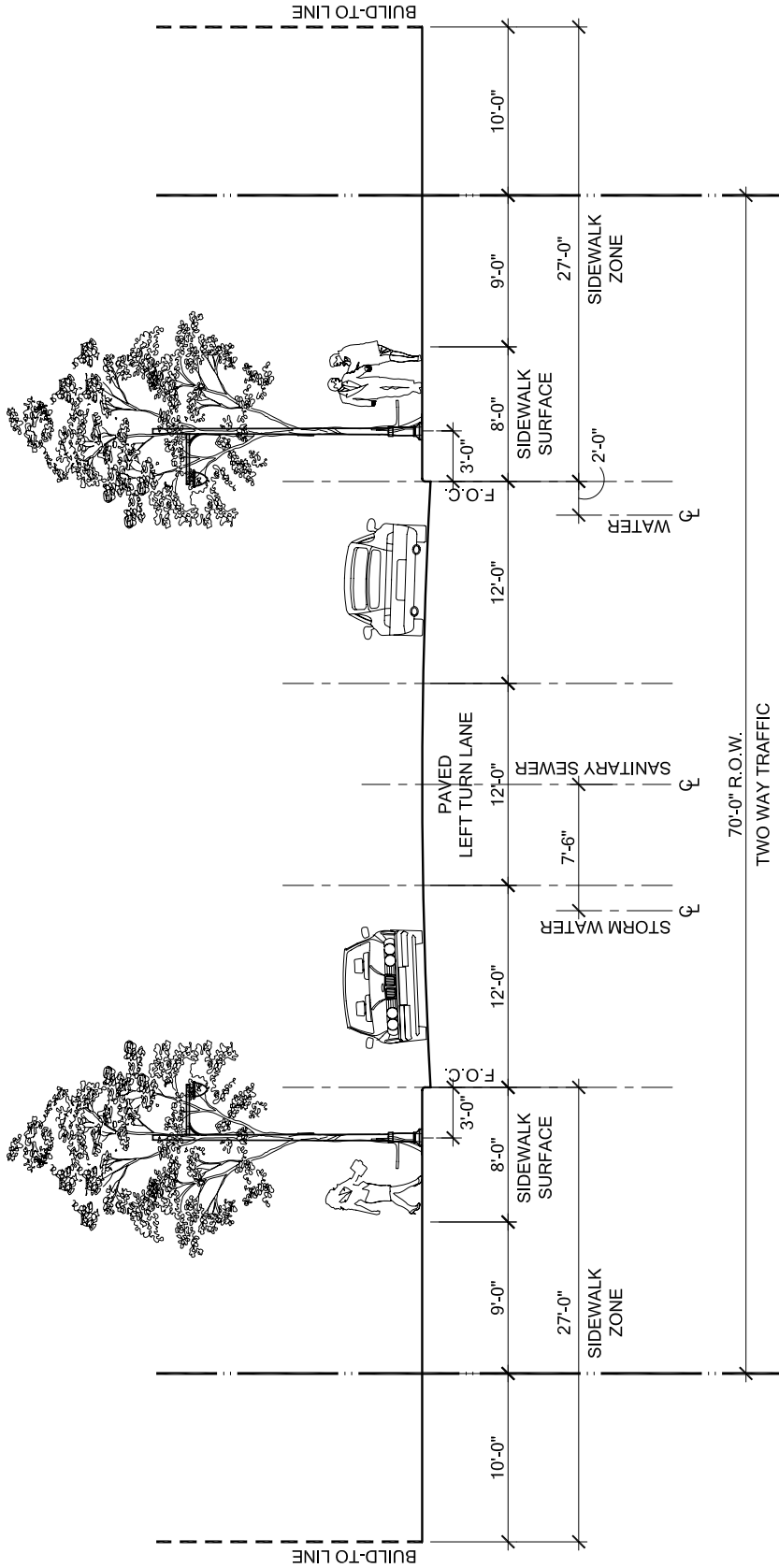


**ON SITE GREEN SPACE**

Main Place  
Frisco, Texas



# Exhibit C

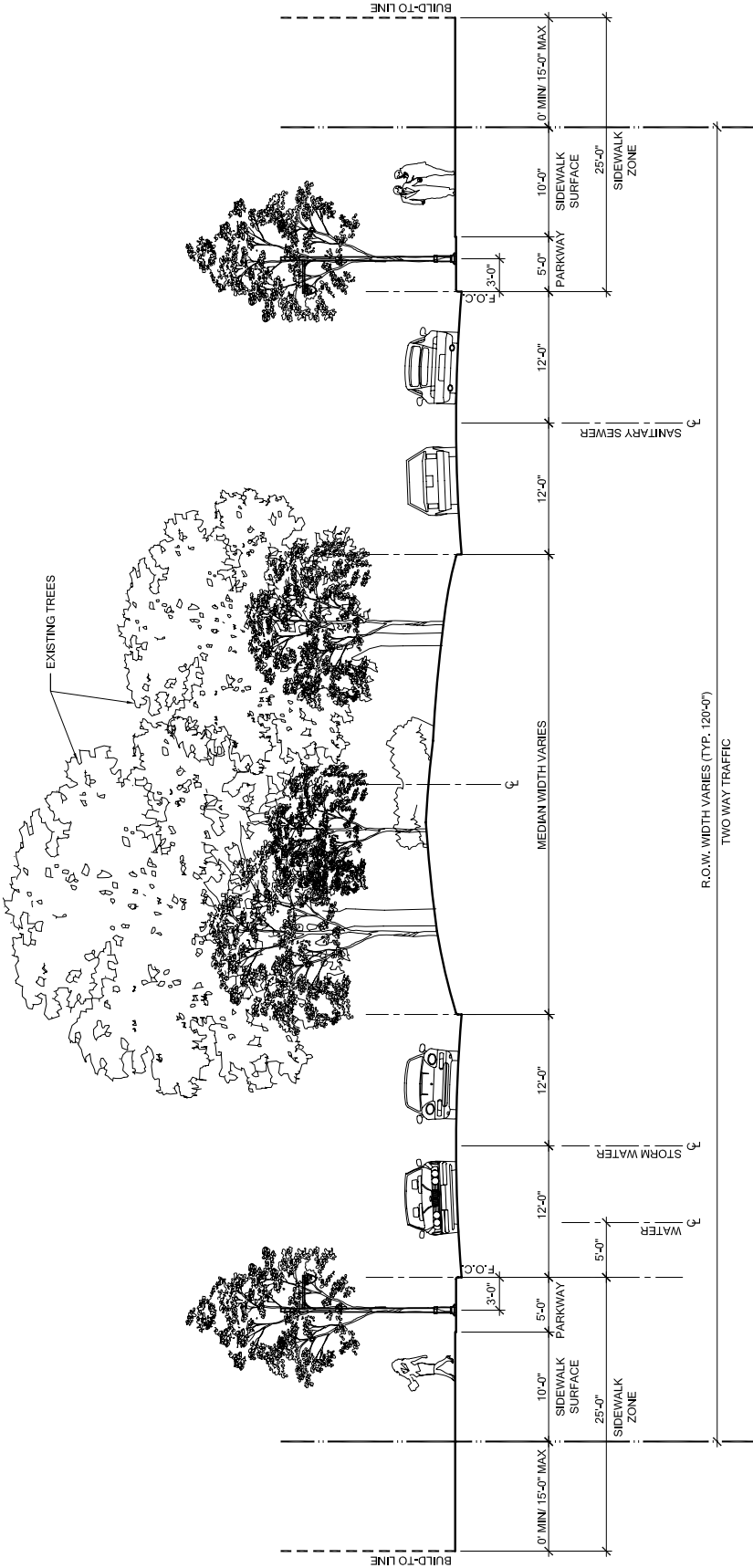


NOTE:  
 SIDEWALK ZONE TO INCLUDE SIDEWALKS,  
 TREES/LANDSCAPING AREAS, SEATING, OUTDOOR  
 DINING, AND 6' MINIMUM PEDESTRIAN CLEAR ZONE  
 FOR RETAIL AND RESIDENTIAL SIDEWALKS.

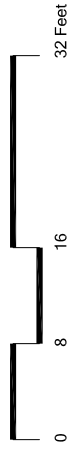




# Exhibit C



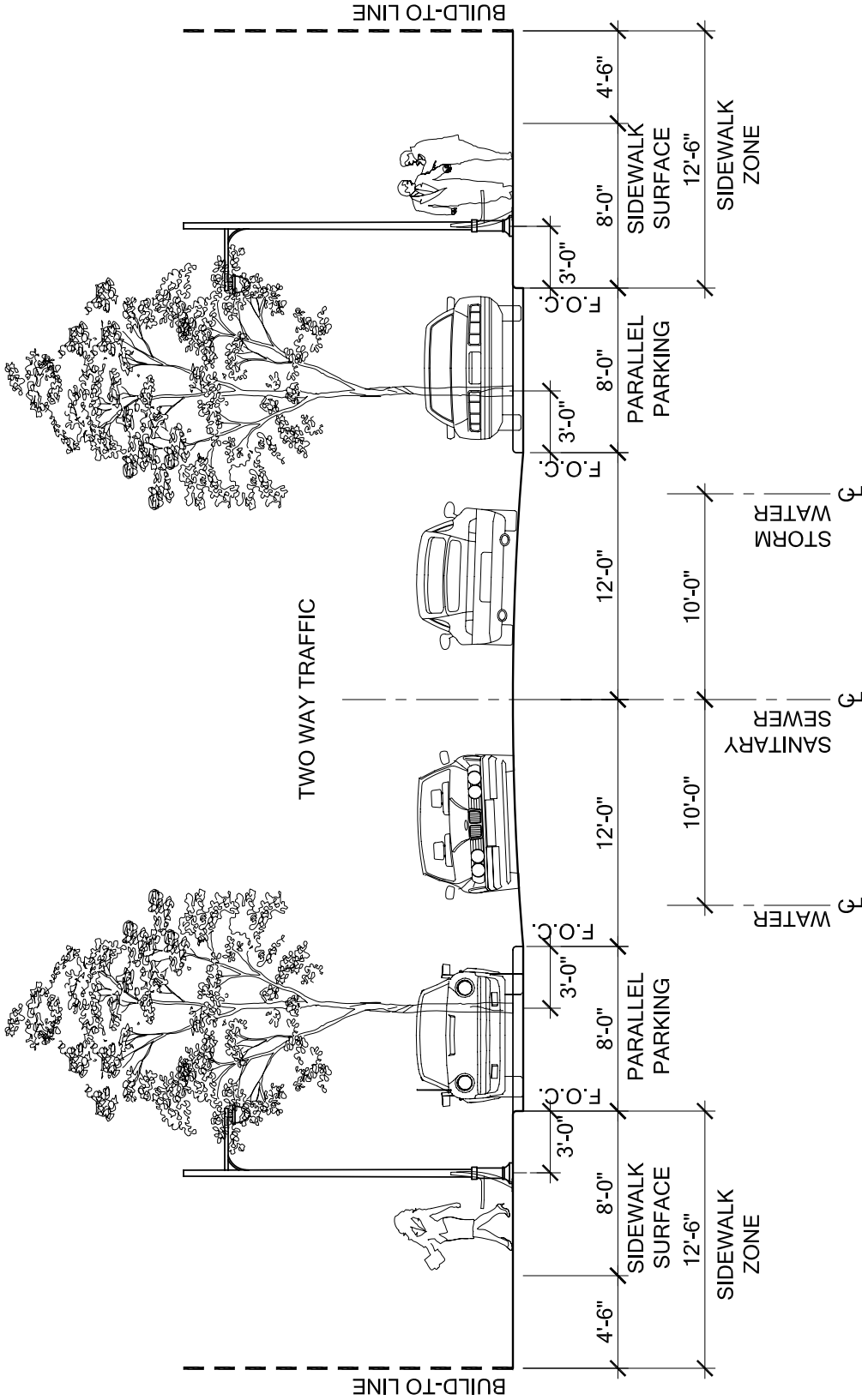
NOTE:  
 SIDEWALK ZONE TO INCLUDE SIDEWALKS,  
 TREES/LANDSCAPING AREAS, SEATING, OUTDOOR  
 DINING, AND 6' MINIMUM PEDESTRIAN CLEAR ZONE  
 FOR RETAIL AND RESIDENTIAL SIDEWALKS.



# EXHIBIT E-7



# Exhibit C



NOTE:  
SIDEWALK ZONE TO INCLUDE SIDEWALKS,  
TREES/LANDSCAPING AREAS, SEATING, OUTDOOR  
DINING, AND 6' MINIMUM PEDESTRIAN CLEAR ZONE  
FOR RETAIL AND RESIDENTIAL SIDEWALKS.



# EXHIBIT E-8



**GFF Planning**

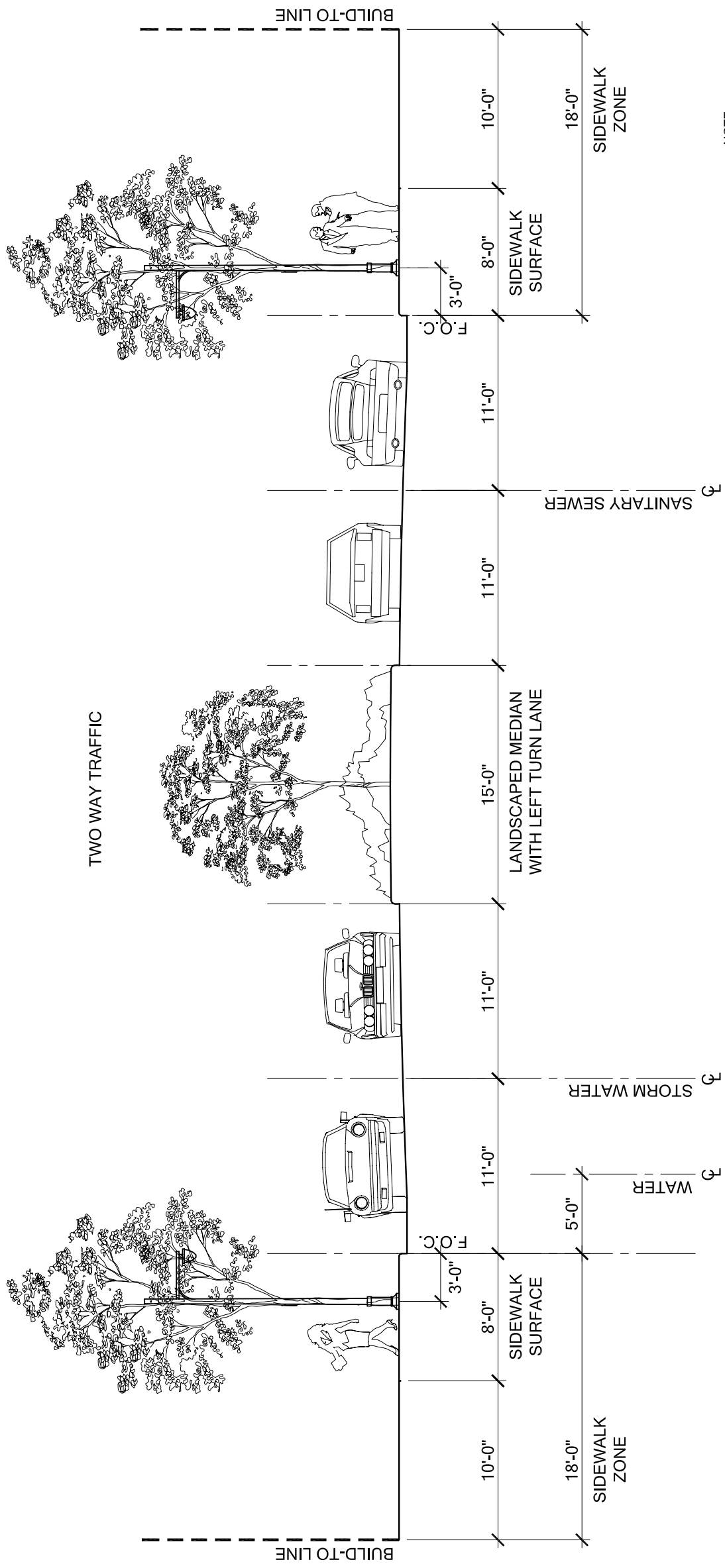
2808 Fairmount Street  
Suite 300  
Dallas, Texas 75201  
www.gff.com

214.303.1500/tx  
214.303.1507/fax  
www.gff.com

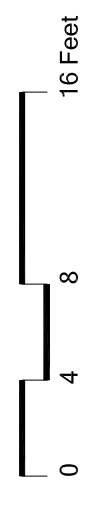




# Exhibit C



NOTE:  
 SIDEWALK ZONE TO INCLUDE SIDEWALKS,  
 TREES/LANDSCAPING AREAS, SEATING, OUTDOOR  
 DINING, AND 6' MINIMUM PEDESTRIAN CLEAR ZONE  
 FOR RETAIL AND RESIDENTIAL SIDEWALKS.



## ROADWAY TYPE 'E' STREET SECTION AT MEDIAN

Main Place  
 Frisco, Texas

Job #: 07223  
 File Name: Site Sections2.dwg  
 Date: 04/20/09  
 Drawn by: BEM/RLG/JWW



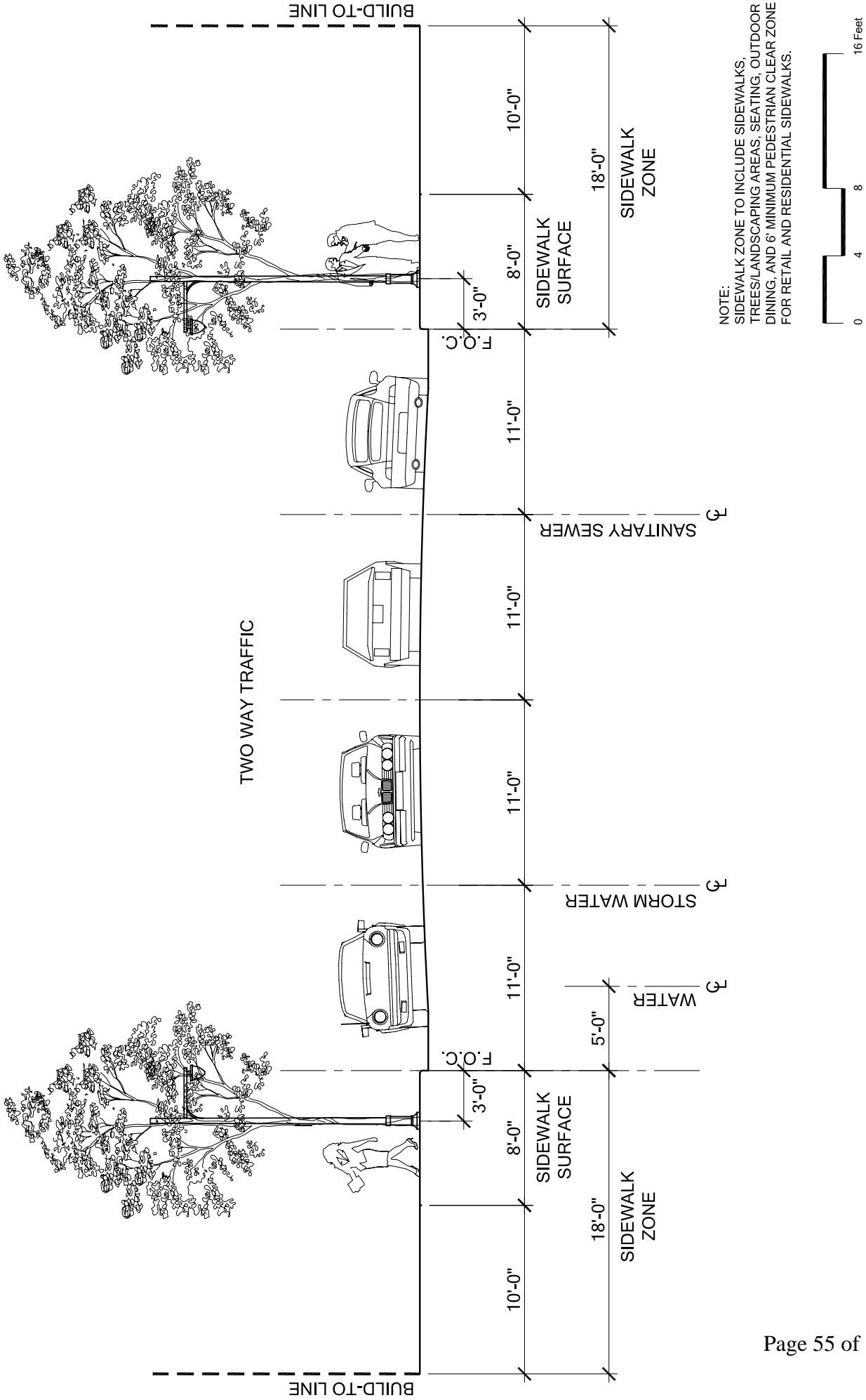
**GFF Planning**

2808 Fairmount Street  
 Suite 300  
 Dallas, Texas 75201

214.303.1500/Tel  
 214.303.1512/Fax  
 www.gff.com

# EXHIBIT E-10

# Exhibit C



NOTE:  
 SIDEWALK ZONE TO INCLUDE SIDEWALKS,  
 TREES/LANDSCAPING AREAS, SEATING, OUTDOOR  
 DINING, AND 6' MINIMUM PEDESTRIAN CLEAR ZONE  
 FOR RETAIL AND RESIDENTIAL SIDEWALKS.

**GFF Planning**

2014.303.1500/rev  
 2014.303.1502/rev  
 www.gff.com

# EXHIBIT E-11

Job #: 07223  
 File Name: Site Sections2.dwg  
 Date: 04/20/09  
 Drawn by: BEMIRL/GJWV

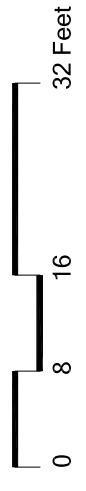
ROADWAY TYPE 'E' STREET SECTION

Main Place  
 Frisco, Texas

# Exhibit C



NOTE:  
SIDEWALK ZONE TO INCLUDE SIDEWALKS,  
TREES/LANDSCAPING AREAS, SEATING, OUTDOOR  
DINING, AND 6' MINIMUM PEDESTRIAN CLEAR ZONE  
FOR RETAIL AND RESIDENTIAL SIDEWALKS.



## ROADWAY TYPE 'F' STREET SECTION

Main Place  
Frisco, Texas

Job #: 07223  
File Name: Site Sections2.dwg  
Date: 04/20/09  
Drawn by: BEM/RLG/JWW



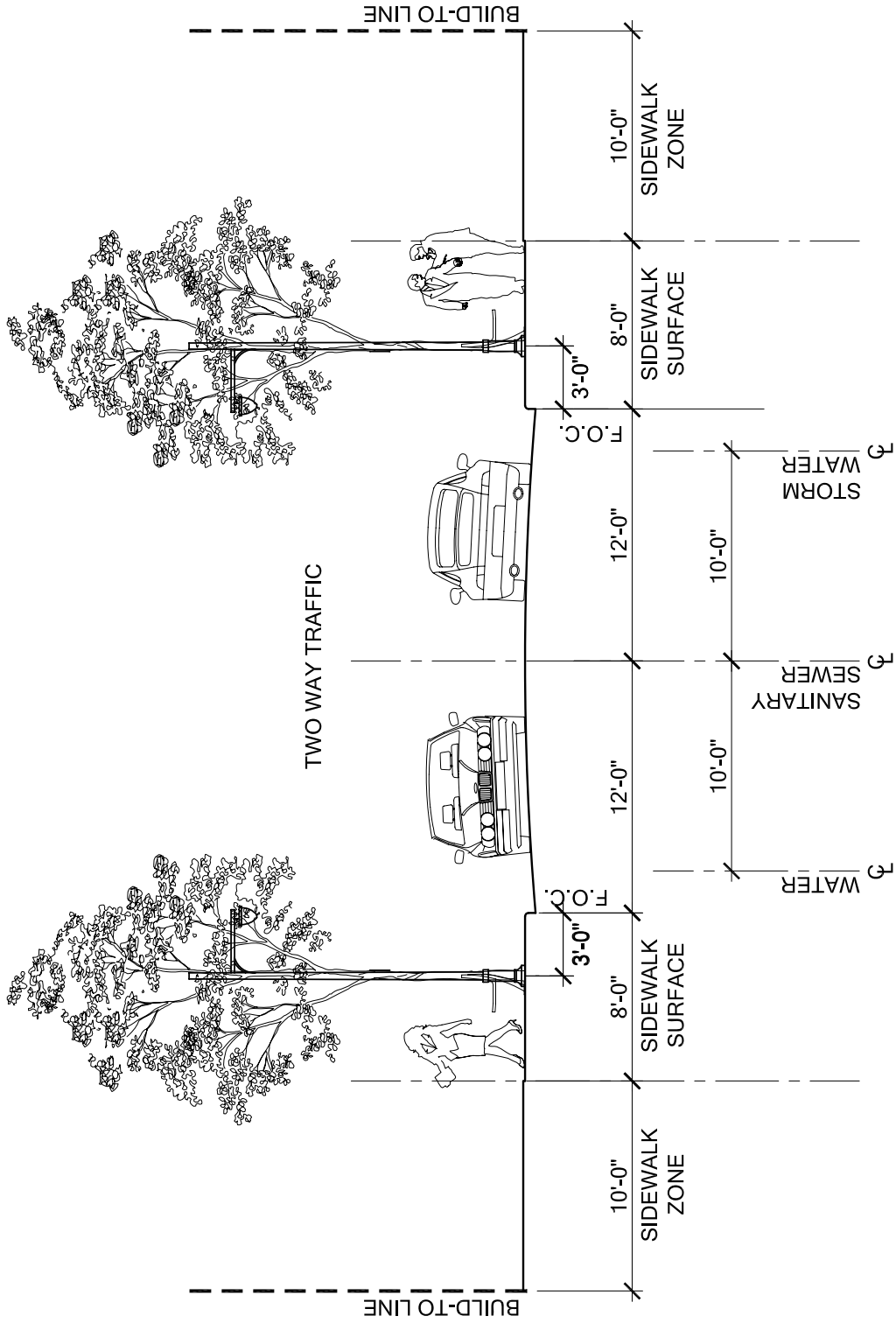
## GFF Planning

2808 Fairmount Street  
Suite 300  
Dallas, Texas 75201

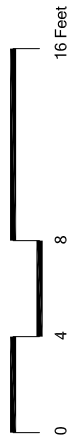
214.303.1500/Tel  
214.303.1512/Fax  
www.gff.com

# EXHIBIT E-12

# Exhibit C



NOTE:  
 SIDEWALK ZONE TO INCLUDE SIDEWALKS,  
 TREES/LANDSCAPING AREAS, SEATING, OUTDOOR  
 DINING, AND 6' MINIMUM PEDESTRIAN CLEAR ZONE  
 FOR RETAIL AND RESIDENTIAL SIDEWALKS.



**GFF Planning**  
 2808 Fairmount Street  
 Suite 300  
 Dallas, Texas 75201  
 214.303.1500/Tel  
 214.303.1512/Fax  
 www.gff.com

ROADWAY TYPE 'G' STREET SECTION

Job #: 07223  
 File Name: Site Sections2.dwg  
 Date: 04/20/09  
 Drawn by: BEMRLG/JWW

Main Place  
 Frisco, Texas

# EXHIBIT E-13

**Exhibit D**  
**Building Material Standards**



**Exhibit D**  
**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 to the extent not inconsistent with Texas Local Government Code Chapter 245:

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 applicable to the Zarky 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



**Exhibit E**  
**Landscape Easement Form**

## Exhibit E

**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

### **LANDSCAPE EASEMENT**

---

STATE OF TEXAS

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF COLLIN

That **Zarky Development, LLC** a Texas limited liability company ("Grantor"), whether one or more, for and in consideration of ten dollars and zero cents (\$10.00) to Grantor by the **CITY OF FRISCO, TEXAS**, a home-rule municipality ("Grantee"), the receipt of which is 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 the landscape easements identified in the Agreement dated \_\_\_\_\_ between Zarky Development, LLC and the City of Frisco (collectively, "Landscape Easements"), 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, Collin County, Texas, as more particularly described and depicted in Exhibit 1, 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 channel or easement 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 Landscape Easements, and all incidental improvements thereto and for making connections therewith.

The undersigned covenants and agrees that the Landscape Easements and restrictions herein set forth shall run with the land and be binding on the owner(s) of the Easement Property, their successors and assigns, and all parties claiming by, through and under them. In the event a replat is requested on all or part of the Easement Property, Grantee may require any similar or additional restrictions at its sole discretion. The sole responsibility for maintenance and replacement of landscape materials thereof shall be borne by Grantee. Such maintenance and replacement shall be in conformance with the requirements, standards, and specifications of Grantee, as presently in effect or as may be hereafter amended. This provision may be enforced by specific performance or by any remedy allowed by law.

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.

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.

Grantor represents and warrants to Grantee that Grantor is the sole owner of the fee simple title to the Easement Property. Other than the Permitted Encumbrances (hereinafter defined), Grantor does hereby represent and warrant that there are no liens, attachments or other encumbrances which will affect the title or right of the Grantor to convey this easement to the Grantee for the purposes as described herein. The Easement Property is subject to the following: (individually a "Permitted Encumbrance" and collectively the "Permitted Encumbrances")

- Easement granted by Beck Legacy/720 Partnership to Coserv Gas, Ltd. dated August 24, 1999, filed for record August 26, 1999 and recorded in Volume 4412, Page 1817, Real Property Records, Denton County, Texas.
- Easement granted to Lone Star Gas Company in Judgment under Cause Number 4634, County Court, Denton County, Texas, dated November 9, 1966, a certified copy being filed for record May 11, 1970 and recorded in Volume 601, Page 673, Deed Records, Denton County, Texas as amended by instrument recorded in Volume 2238, Page 206, Real Property Records, Denton County, Texas.
- Easement granted to Texas Power & Light Company in Judgment under Cause No. 6824, dated August 11, 1972, a certified copy being filed for record August 14, 1972 and recorded in Volume 653, Page 19, Deed Records, Denton County, Texas.
- Easements to Denton County Electric Cooperative, Inc. as described in Agreement Defining Area Embraced Within Easements recorded in Volume 1185, Page 84, Deed Records, Denton County, Texas.
- Easement granted by Patterson Tomlin Joint Venture to Texas Power & Light Company dated May 22, 1986, filed for record July 2, 1986 and recorded in Volume 1921, Page 357, Real Property Records, Denton County, Texas.
- Easement granted by Patterson Tomlin Joint Venture to Texas Power & Light Company dated February 2, 1987, filed for record February 17, 1987 and recorded in Volume 2088, Page 449, Real Property Records, Denton County, Texas.

- Easement granted to Brazos Electric Power Cooperative recorded on December 8, 2020, instrument number 2020-200873 in Denton County, Texas.
- An undivided 1/4 interest in and to all oil, gas and other minerals of every character in and under the herein described property, reserved in instrument from Nellie Mae Leister, et al to H. C. Richey, dated August 12, 1950, filed August 28, 1950, recorded in Volume 361, Page 423, Deed Records, Denton County Texas, and filed in Collin County Texas on August 31, 1950, in Volume 418, Page 405, Deed Records of Collin County, Texas.
- Any easements and rights granted to the City of Frisco (by plat or separate instrument) or customary easements granted to utility providers, including any easements provided for in the Agreement between the City of Frisco and Zarky Development dated \_\_\_\_\_.
- Access and outflow easements granted to Adjacent Landowner, recorded on April 9, 2007, instrument number 2007-41393, Denton County, Texas.
- Easement granted to Texas Power & Light Company dated September 4, 1951, filed for record in Volume 426, Page 569, Real Property Records, Denton County, Texas.

If such condition does exist (i.e., a superior encumbrance beyond any Permitted Encumbrance), 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 or providing that a foreclosure of such lien (or deed in lieu thereof) shall not terminate or affect 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 Grantee, its successors and assigns, to use the Easement Property to landscape 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 Landscape Easements 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 Landscape Easements, 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 Landscape Easements.

The individual executing this instrument on behalf of Grantor and Grantee represent that all appropriate and necessary actions have been taken to authorize the individuals who are executing this instrument to do so for and on behalf of Grantor and Grantee, 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 Grantee 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 and for all damages arising out of the construction, reconstruction, repair, operation and maintenance of the Landscape Easements resulting from Grantee's exercise of any rights granted herein.

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 August, 2023.

GRANTOR:

**Zarky Development, LLC,**  
a Texas Limited Liability Company

By: \_\_\_\_\_

Printed Name: David Weinreb

Its: Managing Member

AGREED AND ACCEPTED:

**CITY OF FRISCO, TEXAS**

By: \_\_\_\_\_  
Wesley S. Pierson, City Manager

STATE OF TEXAS           §  
  §  
COUNTY OF COLLIN       §

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

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

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

STATE OF TEXAS           §  
  §  
COUNTY OF \_\_\_\_\_ §

BEFORE ME, the undersigned authority, on this day personally appeared **DAVID WEINREB** 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 Managing Member and duly authorized representative of **ZARKY DEVELOPMENT, LLC**, a Texas Limited Liability Company, and that he/she executed said instrument for the purposes and consideration therein expressed and in the capacity therein stated.





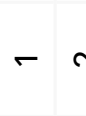
GIVEN UNDER MY HAND AND SEAL OF OFFICE this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

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

**Exhibit 1**

## **Exhibit F**



---	Zoned Property
---	City Parcel
	No Residential (Unless in Condo Hotel)
	No Commercial (Unless on Ground Floor)
	Residential
	Office
	Hotel
1	Residential Amenity Courtyard
2	Planted Amenity Terrace over Parking Structure
3	Parking Structure
4	Existing Electric Substation

**Option 1 Total**  
 Multi-family Residential Units: 2,800  
 Office: 1,000,000 SF  
 Hotel: 250 Rooms

\* Additional ground floor retail/commercial may be incorporated into Option 1



**Notes:**

- The retention / detention pond shall be approximately 9 to 11 acres in surface area upon the full development of the Zarky site, depending on a to be completed drainage study and design. The initial retention / detention areas are approximate and subject to change based on the detention / retention needs of the Zarky Development at the time.
- All trails are contingent on obtaining Oncor approval.
- Zarky shall have the right to develop up to 3,500 multi-family residential units pursuant to the terms of Section 8 of the Development Agreement.
- In the event there is any conflict between this Zoning Exhibit and Frisco Zoning Ordinance No. 09-07-37 (the "Zoning Ordinance"), the Zoning Ordinance will control, including reference to height limits and land use caps. With the exception of the multi family residential unit cap of 3,500 units pursuant to the Development Agreement, all other land uses on Zarky land shall be capped consistent with the Frisco Zoning Ordinance as outlined below:

**INDIVIDUAL LAND USE CAPS**

<b>OFFICE:</b>	3,500,000 S.F.
<b>RETAIL:</b>	1,000,000 S.F.
<b>HOTEL:</b>	1,000 ROOMS

- Grand Park Boulevard is designed at a 25 MPH design speed with centerline radii of 250 feet.
- Additional information on the details of the detention / retention pond, kayaking area, fountains, and other amenities are outlined on Exhibit J.

The plan above is illustrative and subject to change

**Master Plan - Option 1**

Main Place, Frisco, Texas July 20, 2023

© 2023 HART HOWERTON. The designs and concepts shown are the sole property of Hart Howerton. The drawings may not be used except with the expressed written consent of Hart Howerton.



---	Zoned Property
---	City Parcel
	No Residential (Unless in Condo Hotel)
	No Commercial (Unless on Ground Floor)
	Residential
	High-Rise Residential
	Office
	Hotel
1	Residential Amenity Courtyard
2	Planted Amenity Terrace over Parking Structure
3	Parking Structure
4	Existing Electric Substation

**Option 2 Total**  
 Multi-family Residential Units: 3,500  
 Office: 1,500,000 SF  
 Hotel: 250 Rooms

\* Additional ground floor retail/commercial may be incorporated into Option 2



**INDIVIDUAL LAND USE CAPS**

OFFICE:	3,500,000 S.F.
RETAIL:	1,000,000 S.F.
HOTEL:	1,000 ROOMS

**Notes:**

- The retention / detention pond shall be approximately 9 to 11 acres in surface area upon the full development of the Zarky site, depending on a to be completed drainage study and design. The initial retention / detention areas are approximate and subject to change based on the detention / retention needs of the Zarky Development at the time.
- All trails are contingent on obtaining Oncor approval.
- Zarky shall have the right to develop up to 3,500 multi-family residential units pursuant to the terms of Section 8 of the Development Agreement.
- In the event there is any conflict between this Zoning Exhibit and Frisco Zoning Ordinance No. 09-07-37 (the "Zoning Ordinance"), the Zoning Ordinance will control, including reference to height limits and land use caps. With the exception of the multi family residential unit cap of 3,500 units pursuant to the Development Agreement, all other land uses on Zarky land shall be capped consistent with the Frisco Zoning Ordinance as outlined below:

- Grand Park Boulevard is designed at a 25 MPH design speed with centerline radii of 250 feet.
- Additional information on the details of the detention / retention pond, kayaking area, fountains, and other amenities are outlined on Exhibit J.
- High-Rise Residential is defined consistent with the Tower Unit definition in Section 8 of the Development Agreement.

The plan above is illustrative and subject to change

**Master Plan - Option 2**

Main Place, Frisco, Texas July 20, 2023

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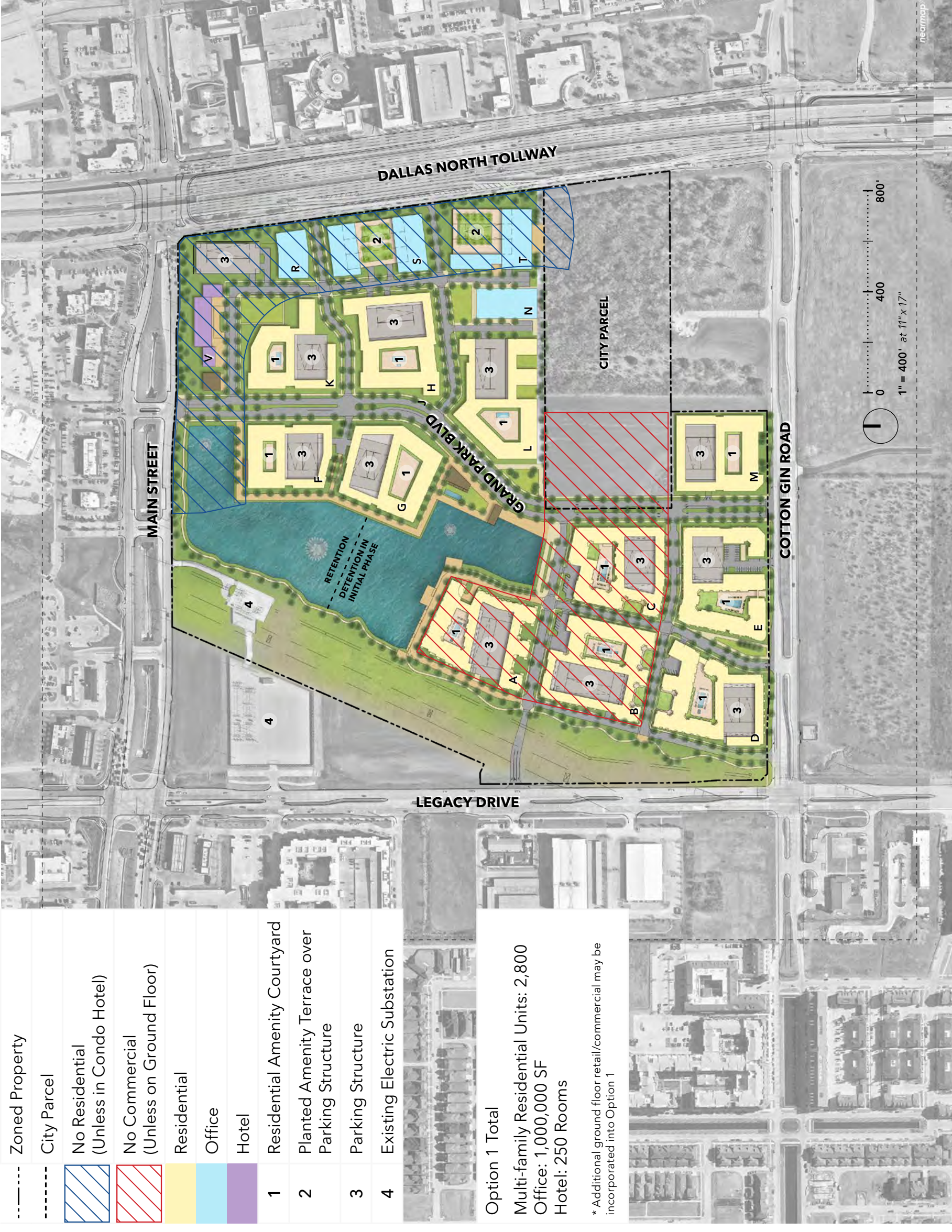
HART HOWERTON



**Exhibit G – Zoning Exhibit**



# Exhibit G



---	Zoned Property
---	City Parcel
Blue diagonal lines	No Residential (Unless in Condo Hotel)
Red diagonal lines	No Commercial (Unless on Ground Floor)
Yellow	Residential
Light Blue	Office
Purple	Hotel
1	Residential Amenity Courtyard
2	Planted Amenity Terrace over Parking Structure
3	Parking Structure
4	Existing Electric Substation

**Option 1 Total**  
 Multi-family Residential Units: 2,800  
 Office: 1,000,000 SF  
 Hotel: 250 Rooms

\* Additional ground floor retail/commercial may be incorporated into Option 1

INDIVIDUAL LAND USE CAPS	
OFFICE:	3,500,000 S.F.
RETAIL:	1,000,000 S.F.
HOTEL:	1,000 ROOMS

- Notes:
- The retention / detention pond shall be approximately 9 to 11 acres in surface area upon the full development of the Zarky site, depending on a to be completed drainage study and design. The initial retention / detention areas are approximate and subject to change based on the detention / retention needs of the Zarky Development at the time.
  - All trails are contingent on obtaining Oncor approval.
  - Zarky shall have the right to develop up to 3,500 multi-family residential units pursuant to the terms of Section 8 of the Development Agreement.
  - In the event there is any conflict between this Zoning Exhibit and Frisco Zoning Ordinance No. 09-07-37 (the "Zoning Ordinance"), the Zoning Ordinance will control, including reference to height limits and land use caps. With the exception of the multi family residential unit cap of 3,500 units pursuant to the Development Agreement, all other land uses on Zarky land shall be capped consistent with the Frisco Zoning Ordinance as outlined below:

- Grand Park Boulevard is designed at a 25 MPH design speed with centerline radii of 250 feet.
- Additional information on the details of the detention / retention pond, kayaking area, fountains, and other amenities are outlined on Exhibit J.

The plan above is illustrative and subject to change

## Master Plan - Option 1

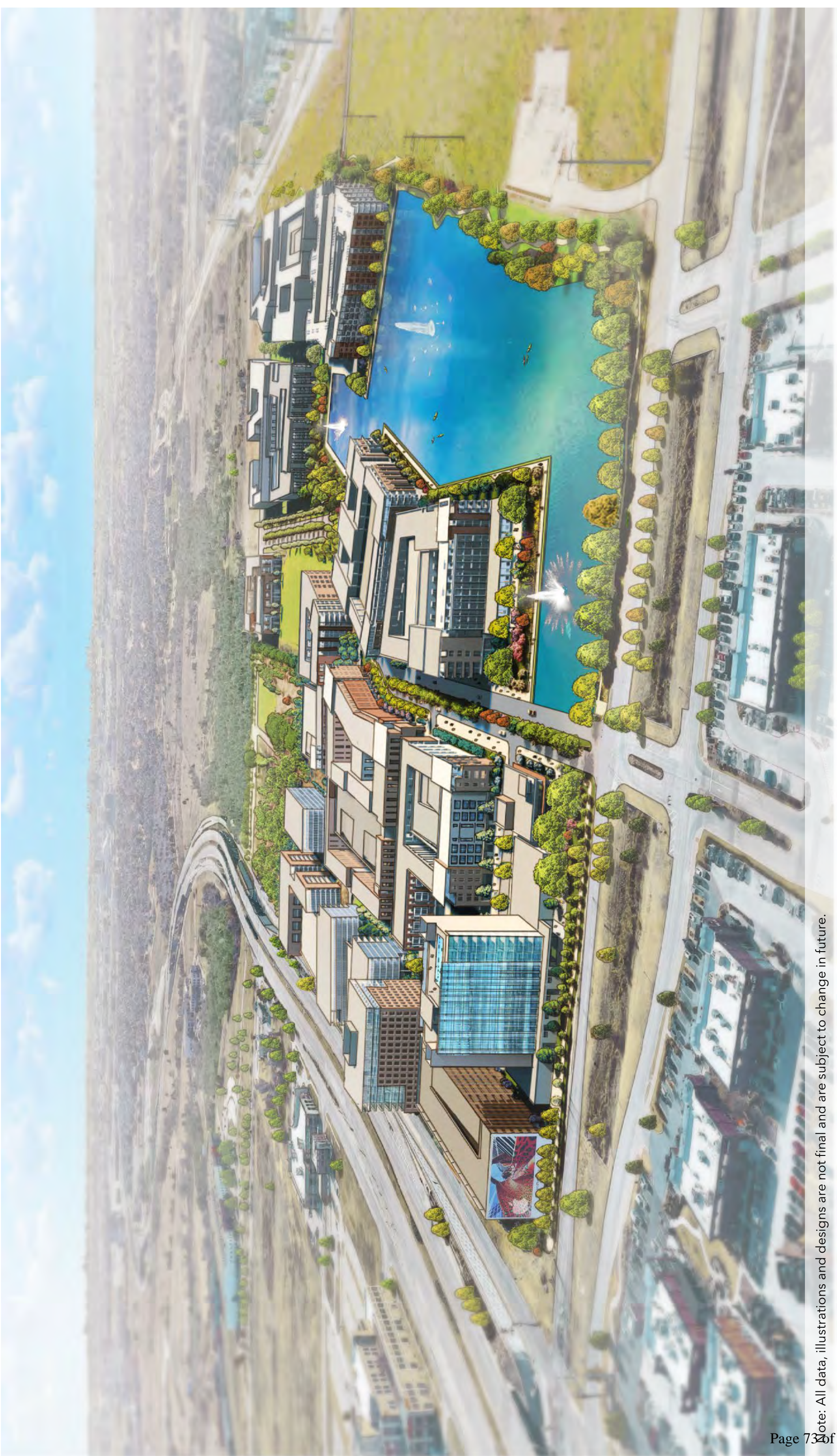
Main Place, Frisco, Texas July 20, 2023

© 2023 HART HOWERTON. The designs and concepts shown are the sole property of Hart Howerton. The drawings may not be used except with the expressed written consent of Hart Howerton.

HART HOWERTON



# Exhibit G



Note: All data, illustrations and designs are not final and are subject to change in future.

## Master Plan - Option 1

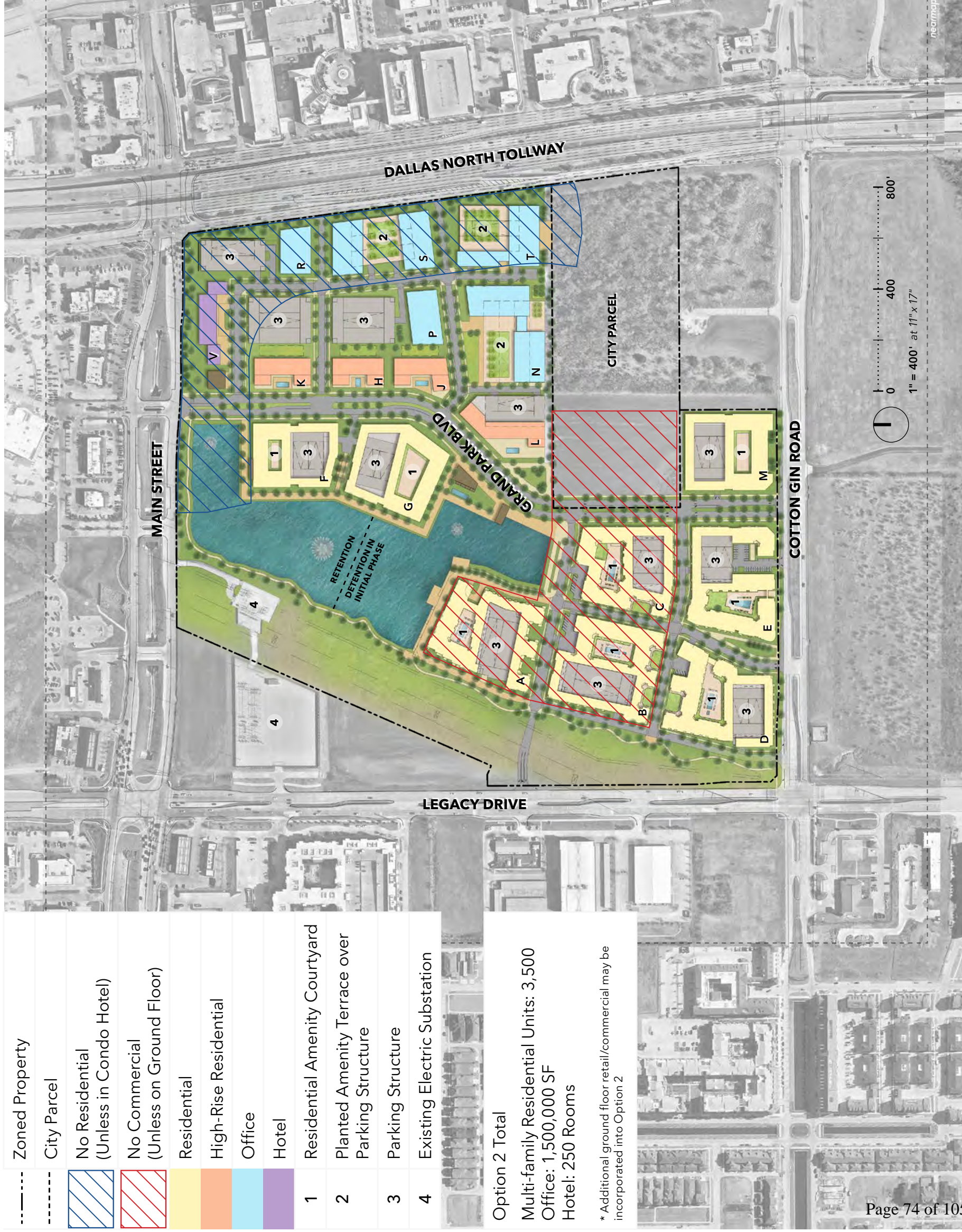
Main Place, Frisco, Texas July 20, 2023

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HART HOWERTON



# Exhibit G



---	Zoned Property
---	City Parcel
	No Residential (Unless in Condo Hotel)
	No Commercial (Unless on Ground Floor)
	Residential
	High-Rise Residential
	Office
	Hotel
1	Residential Amenity Courtyard
2	Planted Amenity Terrace over Parking Structure
3	Parking Structure
4	Existing Electric Substation

**Option 2 Total**  
 Multi-family Residential Units: 3,500  
 Office: 1,500,000 SF  
 Hotel: 250 Rooms

\* Additional ground floor retail/commercial may be incorporated into Option 2

INDIVIDUAL LAND USE CAPS	
OFFICE:	3,500,000 S.F.
RETAIL:	1,000,000 S.F.
HOTEL:	1,000 ROOMS

- Notes:
- The retention / detention pond shall be approximately 9 to 11 acres in surface area upon the full development of the Zarky site, depending on a to be completed drainage study and design. The initial retention / detention areas are approximate and subject to change based on the retention / retention needs of the Zarky Development at the time.
  - All trails are contingent on obtaining Oncor approval.
  - Zarky shall have the right to develop up to 3,500 multi-family residential units pursuant to the terms of Section 8 of the Development Agreement.
  - In the event there is any conflict between this Zoning Exhibit and Frisco Zoning Ordinance No. 09-07-37 (the "Zoning Ordinance"), the Zoning Ordinance will control, including reference to height limits and land use caps. With the exception of the multi family residential unit cap of 3,500 units pursuant to the Development Agreement, all other land uses on Zarky land shall be capped consistent with the Frisco Zoning Ordinance as outlined below:

- Grand Park Boulevard is designed at a 25 MPH design speed with centerline radii of 250 feet.
- Additional information on the details of the detention / retention pond, kayaking area, fountains, and other amenities are outlined on Exhibit J.
- High-Rise Residential is defined consistent with the Tower Unit definition in Section 8 of the Development Agreement.

The plan above is illustrative and subject to change

## Master Plan - Option 2

Main Place, Frisco, Texas July 20, 2023

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HART HOWERTON



# Exhibit G

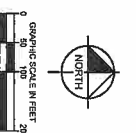
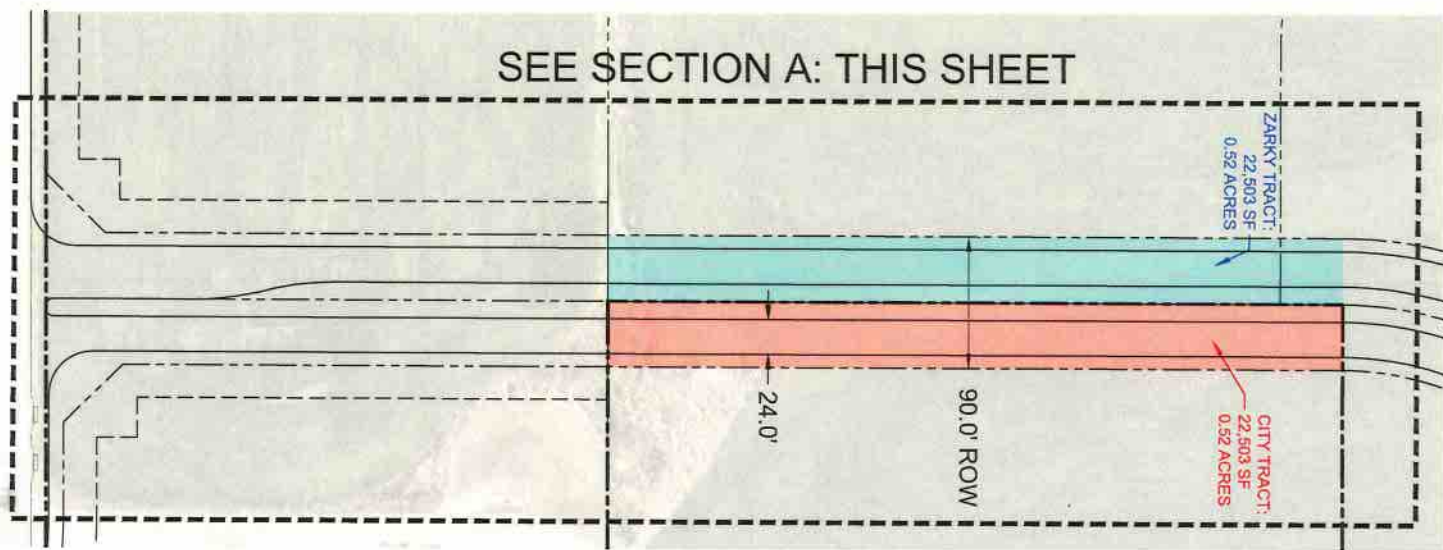
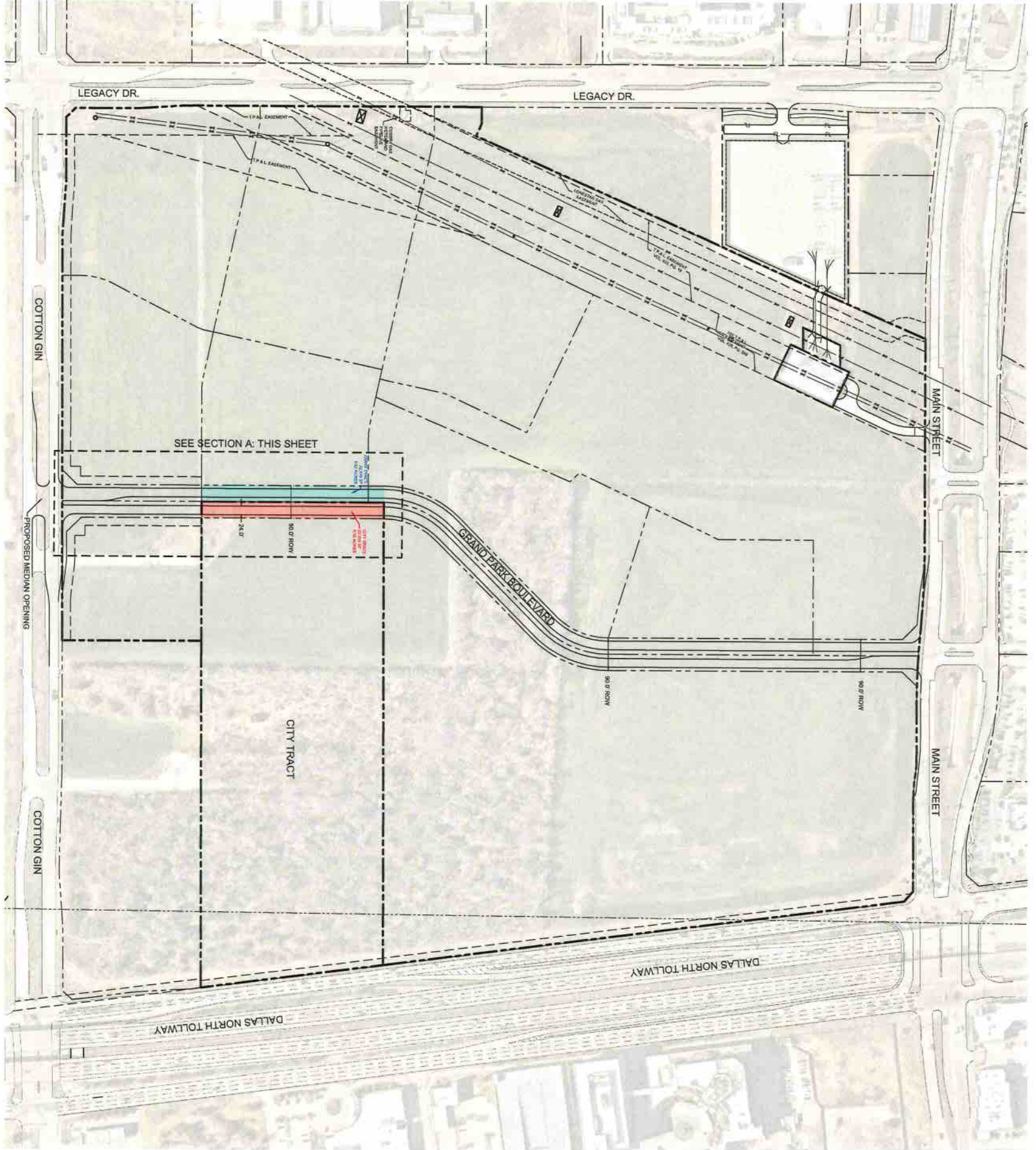


Note: All data, illustrations and designs are not final and are subject to change in future.



**Exhibit H**  
**Grand Park Boulevard Exhibit**





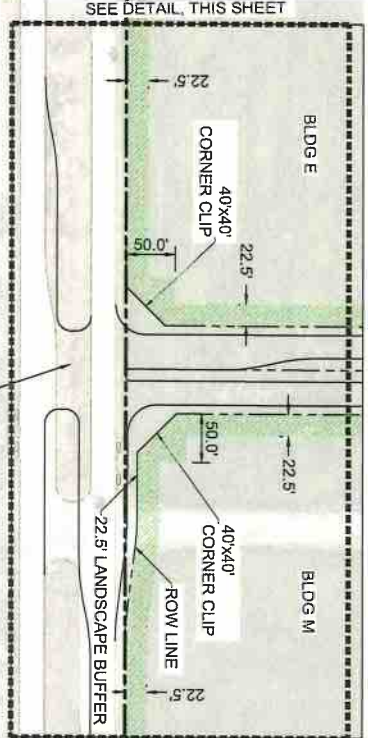
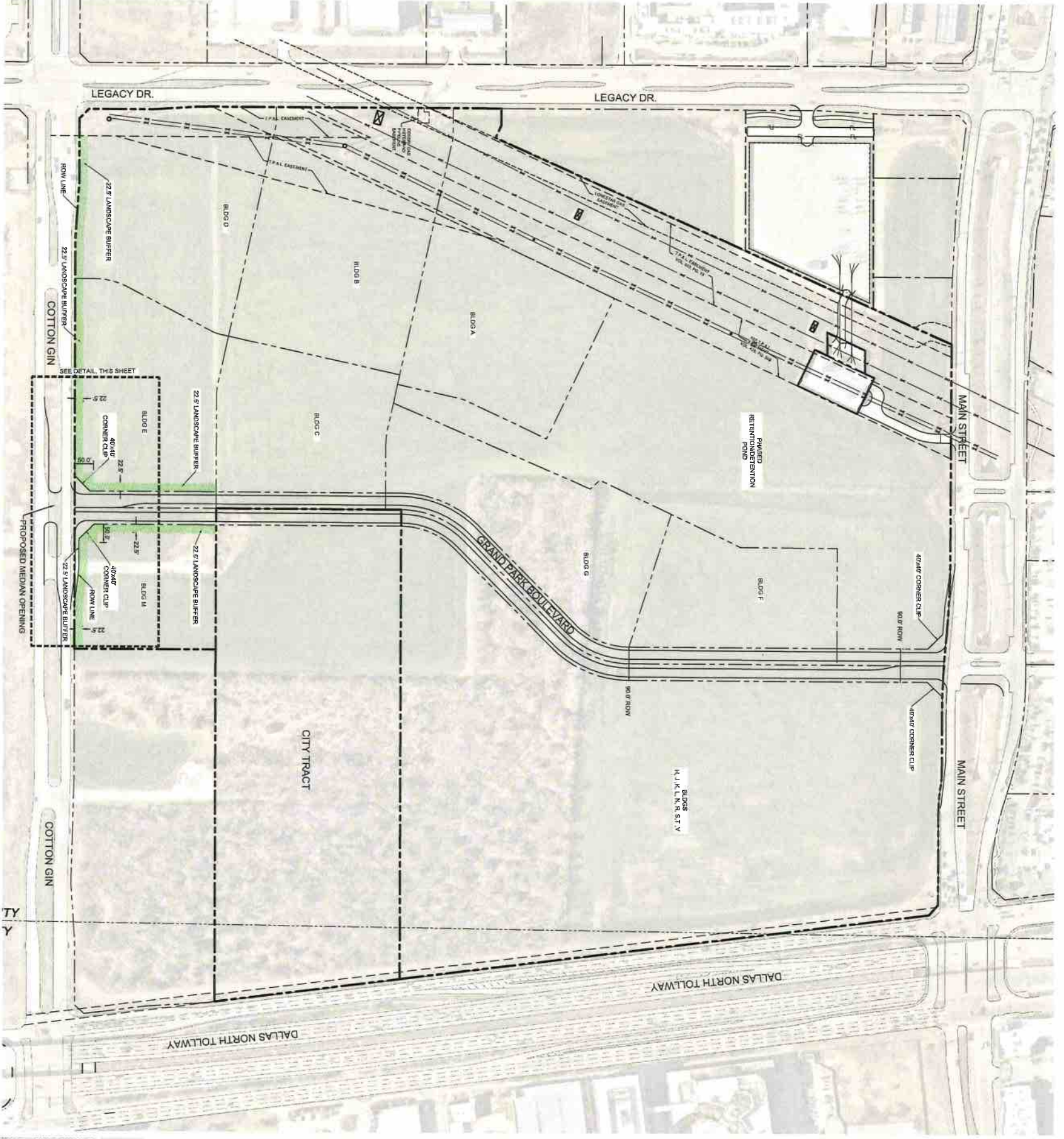
JULY 17, 2023

SHEET NUMBER	FRISCO	TEXAS	GRAND PARK ON THE PARK	GRAND PARK BOULEVARD EXHIBIT H	MHA PROJECT 06446-2023 DATE JULY 2023 SCALE AS SHOWN DESIGNED BY: SEC DRAWN BY: SEC CHECKED BY: KSG	 © 2023 KIMLEY-HORN AND ASSOCIATES, INC. 2000 N. CENTRAL EXPRESSWAY SUITE 400, IRVING, TEXAS 75038 PHONE: 214-417-9332 WWW.KIMLEY-HORN.COM	No. REVISIONS DATE BY

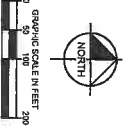
**Exhibit I**  
**Landscape Easement Exhibit**



LANDSCAPE BUFFER EXHIBIT I



- FOOTNOTES:
1. NO ADDITIONAL BUILDING SETBACKS SHALL BE REQUIRED WHERE THE 22.5' LANDSCAPE BUFFER IS SHOWN

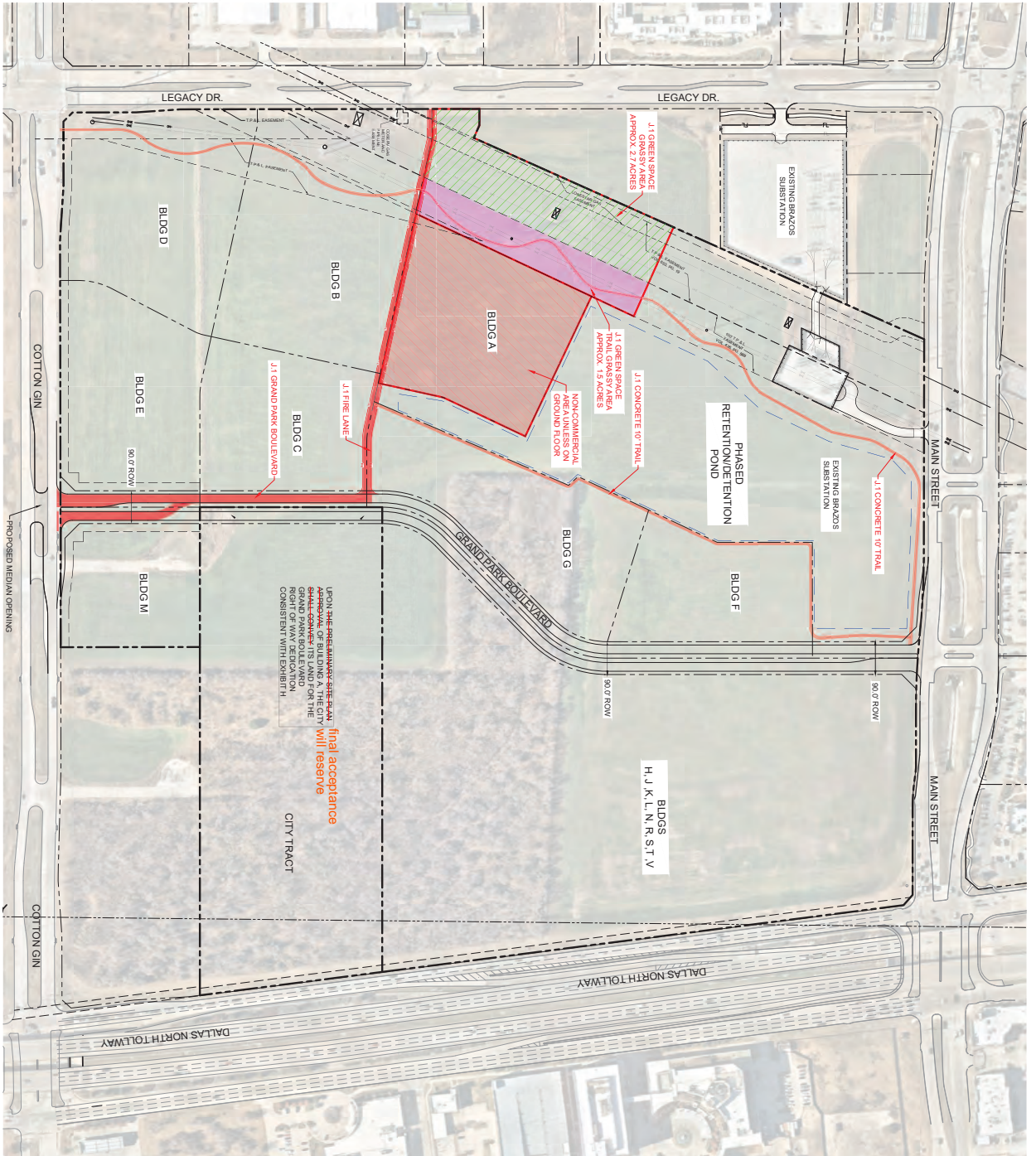


JULY 17, 2023

SHEET NUMBER	FRISCO	TEXAS	LANDSCAPE BUFFER EXHIBIT I	KHA PROJECT 06-446-2023 DATE JULY 2023 SCALE AS SHOWN DESIGNED BY: SEC DRAWN BY: SEC CHECKED BY: KSG	 <small>© 2023 KIMLEY-HORN AND ASSOCIATES, INC.          2000 N. CENTRAL EXPRESSWAY          SUITE 600, DALLAS, TX 75208          PHONE: 214-817-9535          WWW.KIMLEY-HORN.COM</small>	REVISIONS		DATE	BY
						No.			

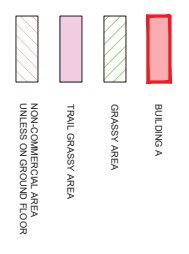
**Exhibit J**  
**Development Trigger Exhibits**





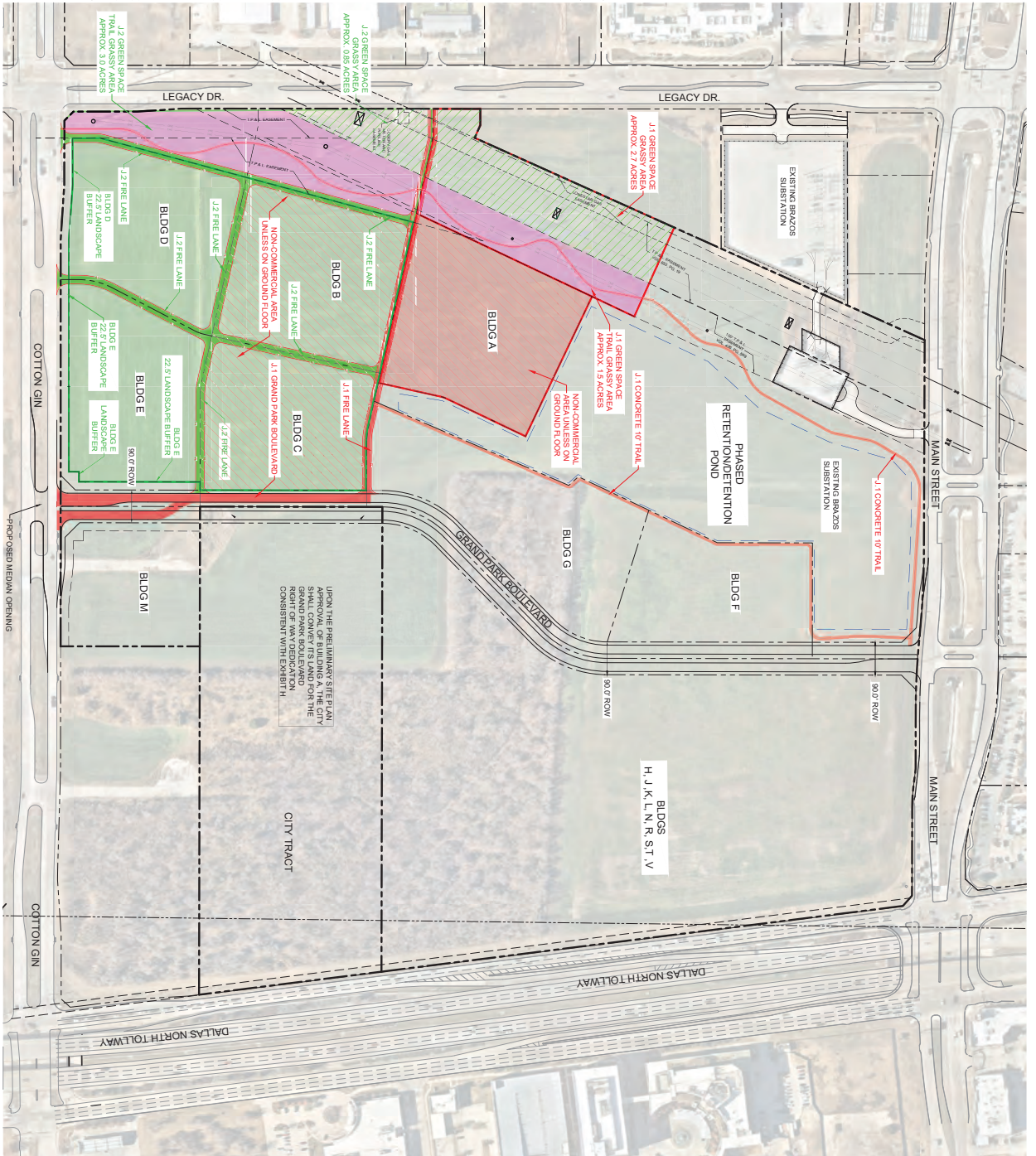
UPON THE GRASSY AREA, THE CITY WILL RESERVE THE LAND FOR THE RIGHT OF WAY DEDICATION CONSISTENT WITH EXHIBIT H.

**final acceptance**



- Footnotes:**
- The trail shall be concrete. The trail shall be 10' wide. It will be primarily maintained and publicly accessible.
  - The J.1 green space grassy area will total approximately 4.2 acres. It will be primarily maintained and publicly accessible.
  - Prior to the beginning of construction of building "X", Zephy shall deliver the required roads located at J.1 Fine Lane and J.1 Grand Park Boulevard.
  - Prior to the issuance of a certificate of occupancy for building "X", Zephy shall, at its sole cost, construct the J.1 grassy area.
  - Upon the preliminary and final approval of building "X", the city shall reserve its land for the "Grassy Area" portion of any dedication consistent with the conditions specified in "Exhibit H".
  - The retention / detention pond shall be approximately 9.10-11 acres in surface area upon the full development of the Zephy site, depending on a to be completed drainage study and design.
  - Grand Park Boulevard is designed at a 25 mph design speed with on-center road of 250 feet.
  - See sections 4, 7, 8 and 10 of the development agreement for reference.
  - Native grasses and wildflowers to be established in open space grassy area - subject to Owner approval when in their element.
  10. **Trail located within the Oncor easement are subject to Oncor approval.**

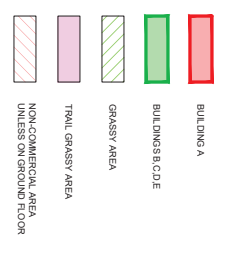




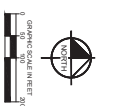
UPON THE PRELIMINARY SITE PLAN APPROVAL OF BUILDING A, THE CITY SHALL CONVEY THE LAND FOR THE RIGHT OF WAY DEDICATION CONSISTENT WITH EXHIBIT H.

BLDG H, J, K, L, N, R, S, T, V

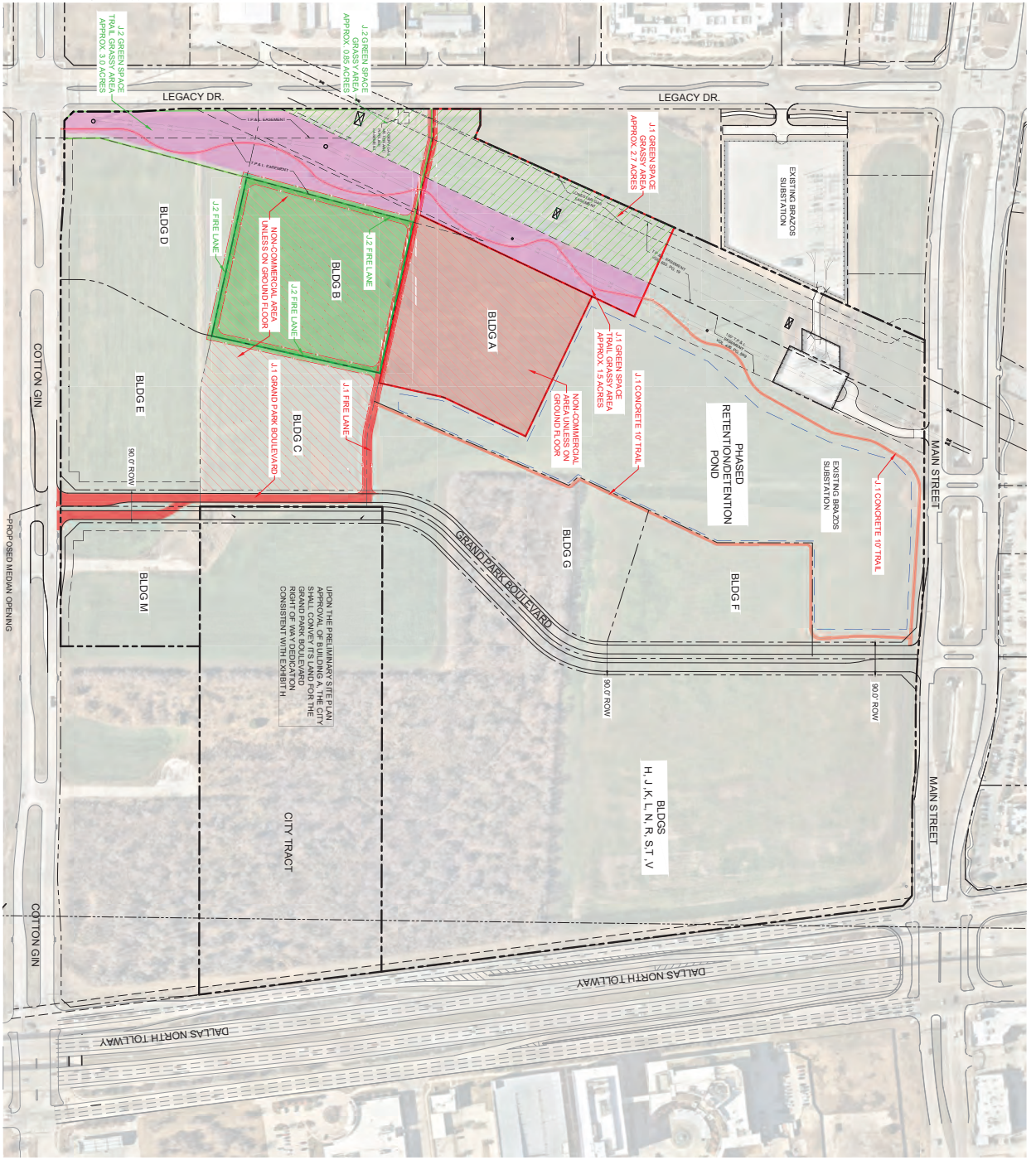
CITY TRACT



- Footnotes:**
- Prior to the issuance of a certificate of occupancy for buildings "B" through "V", the site shall, at the sole cost, construct the J.2 green space grassy area in the easement, such construction to be subject to the City's approval and applicable provisions of ordinance and regulation, as they exist or may be amended.
  - The J.2 green space grassy area will total approximately 3.95 acres. It will be privately owned, operated, and maintained by the developer.
  - Utility grasses and walkways to be established in open space grassy areas - subject to City approval.
  - Trails located within the Onco easement are subject to Onco approval.**



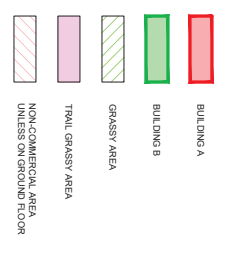




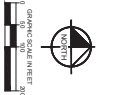
UPON THE PRELIMINARY SITE PLAN APPROVAL OF BUILDING A, THE CITY SHALL CONVEY ITS LAND FOR THE RIGHT OF WAY DEDICATION CONSISTENT WITH EXHIBIT H.

BLDGS. H, J, K, L, N, R, S, T, V

CITY TRACT



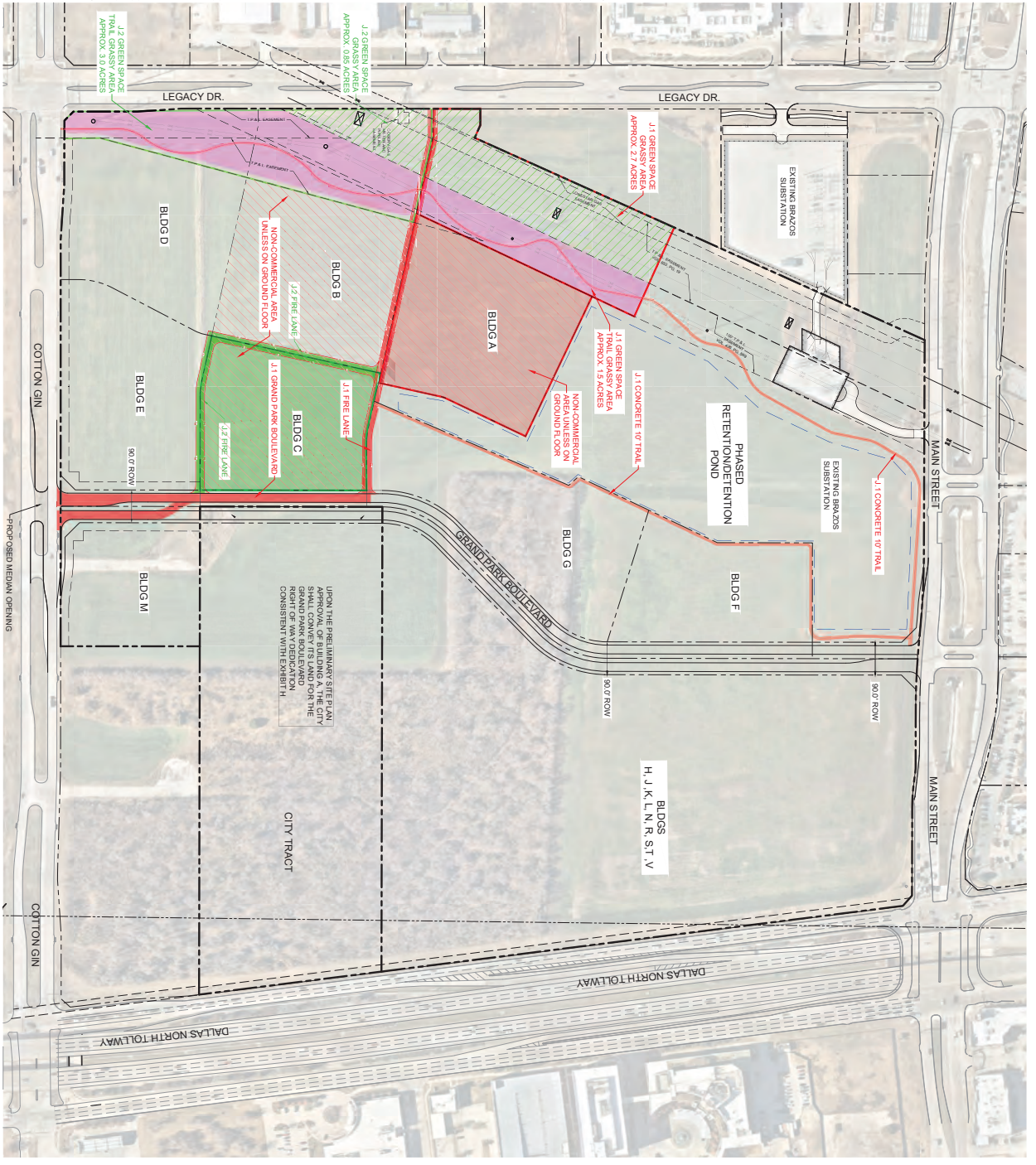
- Footnotes:**
- Prior to the beginning of construction of building "B", Zaky shall deliver the required roads labeled "J.2 fire lane".
  - Prior to the issuance of a certificate of occupancy for building "B", or "T", Zaky shall, at its sole cost, construct the J.2 green space grassy area in the easement, such construction to be per the approved site plan and applicable Frisco ordinances and regulations, as they exist or may be amended in the future.
  - The J.2 green space grassy area will total approximately 3.85 acres. It will be privately maintained and grassy throughout.
  - Native grasses and wildflowers to be established in open space grassy areas - subject to Owner approval when in their easement.
  - All other areas subject to Owner approval when in their easement.
- Trails located within the Oncor easement are subject to Oncor approval.**



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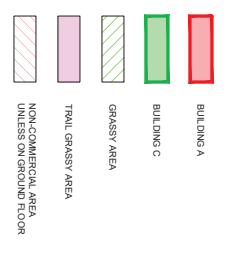
<p>FRISCO TEXAS</p> <p>GRAND PARK ON THE PARK</p>	<p>EXHIBIT J.2B</p>	<p>NOV PROJECT: 2023-07-20</p> <p>NOV SHEET: 0446-002</p> <p>NOV DATE: JULY 2023</p> <p>NOV SCALE AS SHOWN</p> <p>NOV DESIGNED BY: SEB</p> <p>NOV DRAWN BY: SEB</p> <p>NOV CHECKED BY: HCB</p>	<p><b>Kimley»Horn</b></p> <p>© 2023 KIMLEY-HORN AND ASSOCIATES, INC. 3800 N. CENTRAL EXPRESSWAY SUITE 400, FORT WORTH, TX 76107 PHONE: 761-417-0200 WWW.KIMLEY-HORN.COM</p>	<p>NO. _____</p> <p>REVISIONS</p>	<p>DATE BY</p>
		<p>NO. _____</p> <p>REVISIONS</p>		<p>DATE BY</p>	





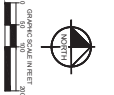
UPON THE PRELIMINARY SITE PLAN APPROVAL OF BUILDING A, THE CITY SHALL CONVEY ITS LAND FOR THE RIGHT OF WAY DEDICATION CONSISTENT WITH EXHIBIT H.

BLDG. H, J, K, L, N, R, ST. V



- Footnote:**
- Prior to the beginning of construction of building "C", Zaky shall deliver the required road layout "J.2" to the city.
  - No additional building setbacks shall be required where the 22' landscape buffer is shown.
  - Native grasses and additons to be established in open space grassy area - subject to Orco approval when in their statement.
  - All trails were analyzed to Orco approval within their statement.

Trails located within the Orco easement are subject to Orco approval.

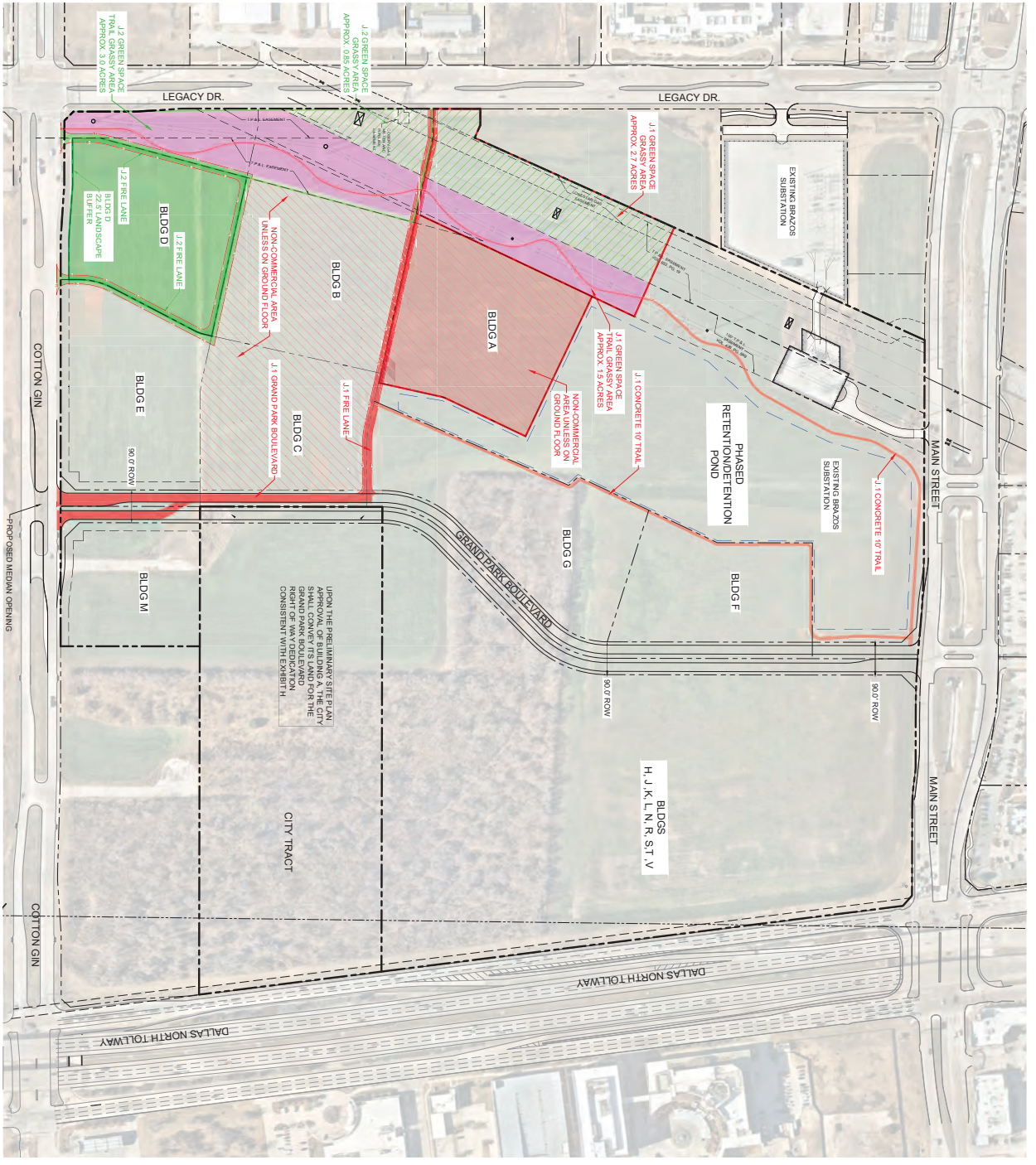


Small text at the top left corner, likely project metadata or disclaimer.

JULY 21, 2023

FRISCO TEXAS	GRAND PARK ON THE PARK	EXHIBIT J.2C	FOR PROJECT: 04466-0202 DATE: JULY 2023 SCALE AS SHOWN DESIGNED BY: SEB DRAWN BY: SEB CHECKED BY: HCB		NO.	REVISIONS	DATE	BY





THIS DOCUMENT, TOGETHER WITH THE CONCEPT AND DESIGN PRESENTED HEREIN, IS AN INSTRUMENT OF SERVICE. IT IS INTENDED ONLY FOR THE SPECIFIC PURPOSE AND SHALL NOT BE REPRODUCED OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, INCLUDING PHOTOCOPYING, RECORDING, OR BY ANY INFORMATION STORAGE AND RETRIEVAL SYSTEM, WITHOUT THE WRITTEN PERMISSION OF KIMLEY-HORN AND ASSOCIATES, INC.

UPON THE PRELIMINARY SITE PLAN APPROVAL OF BUILDING A, THE CITY SHALL CONVEY ITS LAND FOR THE RIGHT OF WAY DEDICATION CONSISTENT WITH EXHIBIT H, J, K, L, N, R, ST, V.

- Footnotes:**
1. Prior to the beginning of construction of building "D", Zaky shall deliver the required road layout to the City.
  2. No additional building setbacks shall be required when the 22' landscape buffer is shown.
  3. Native grasses and additons to be established in open space grassy areas - subject to Onco approval when in their element.
  4. All trails were analyzed for Onco approval within its element.

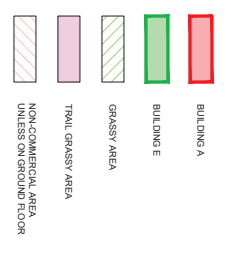
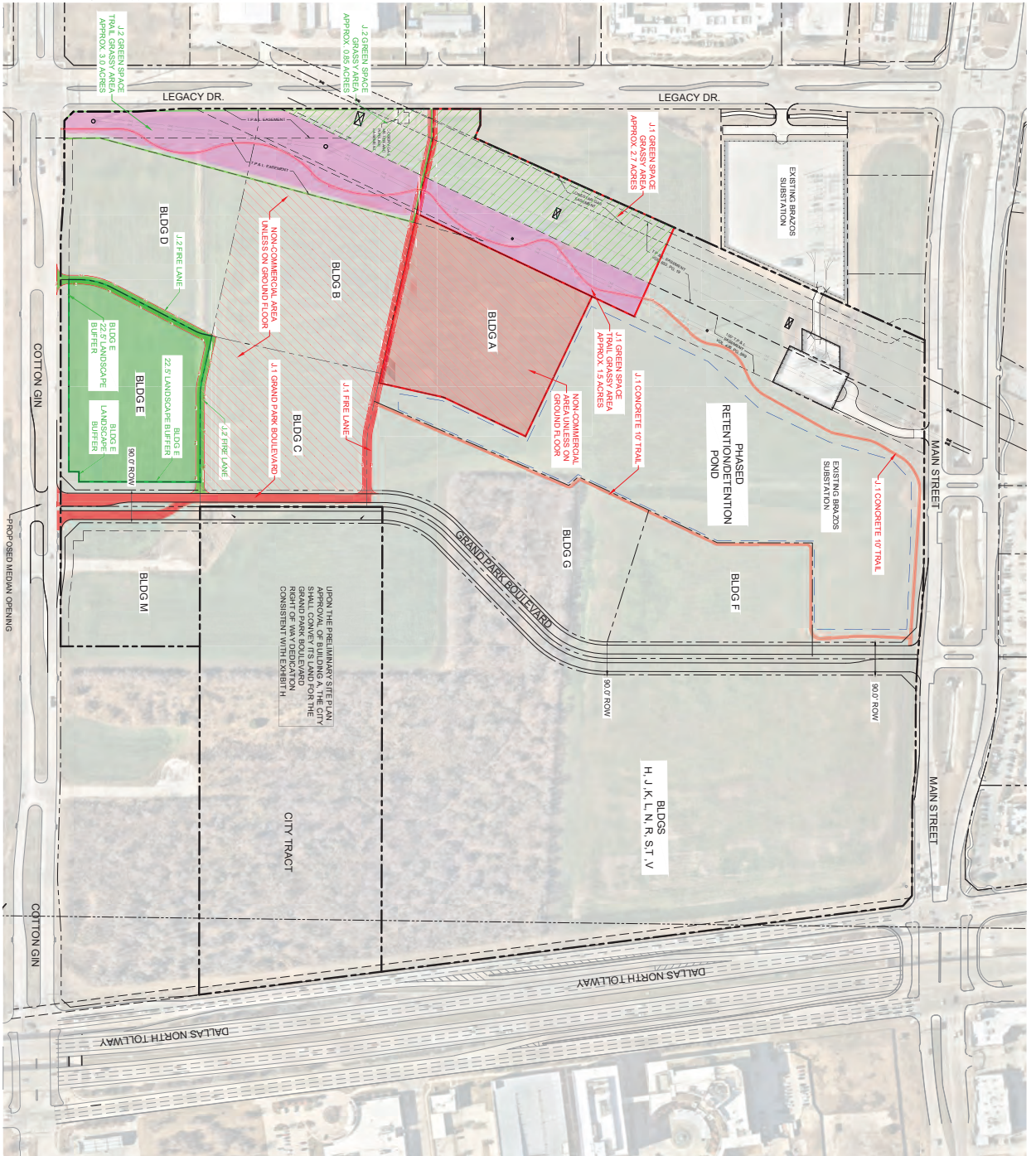
**Trails located within the Onco easement are subject to Onco approval.**

**LEGEND**

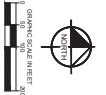
- BUILDING A
- BUILDING D
- GRASSY AREA
- TRAIL GRASSY AREA
- NON-COMMERCIAL AREA UNLESS ON GROUND FLOOR

NO.	REVISIONS	DATE	BY



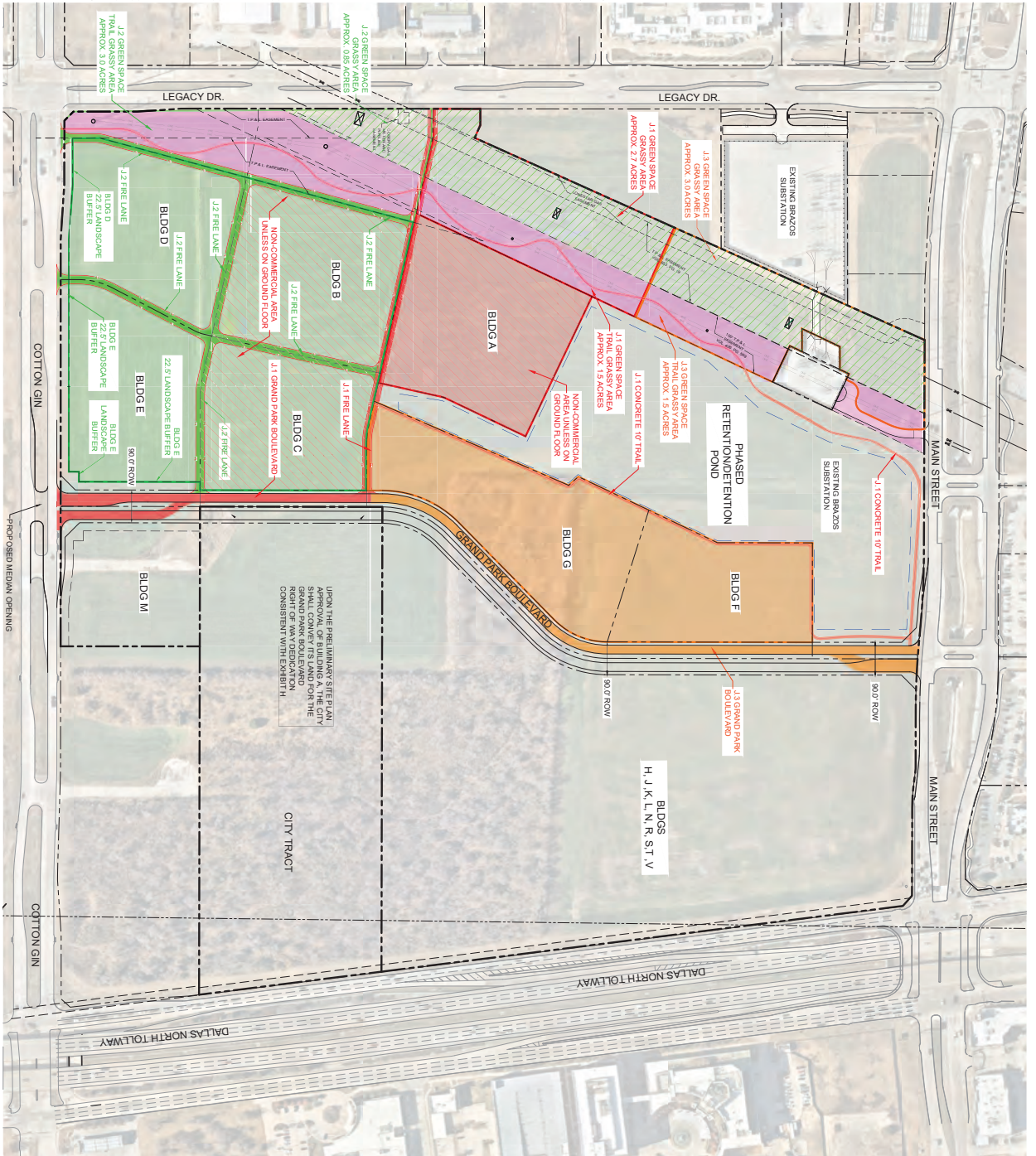


- Footnotes:**
1. Prior to the beginning of construction of building "E", Zaky shall deliver the required roads located "J.2" to the city.
  2. No additional building setbacks shall be required when the 222' landscape buffer is shown.
  3. Native grasses and meadows to be established in open space grassy areas - subject to Onco's approval when in their easement.
  4. All setbacks were analyzed to Onco's approval within its site easement.
- Trails located within the Onco easement are subject to Onco approval.**



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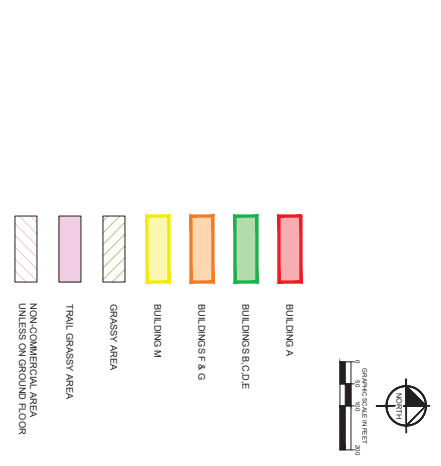
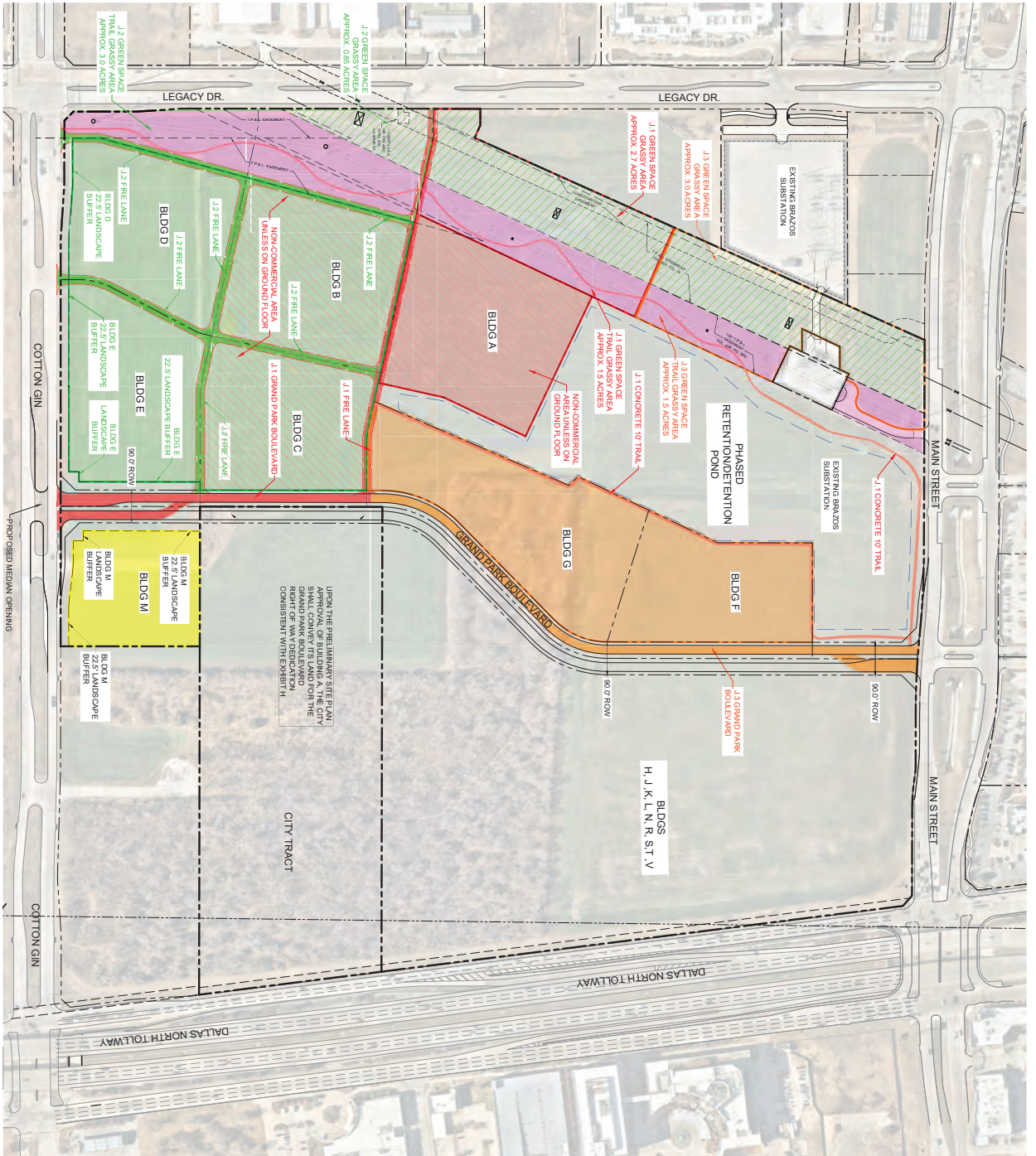




- Footnotes:**
1. Prior to the beginning of construction of buildings "G" or "H," Zaky shall deliver the required road highlighting in orange and labeled "1.3 grand park boulevard".
  2. Upon completion of all building work at Grand Park Boulevard and at the adjacent condition of issuance of certificates of occupancy for the last such building west of grand park boulevard to be constructed, Zaky shall, at its sole cost, complete a portion of the construction of the retention pond to serve all buildings west of Grand Park Boulevard. The retention pond shall be constructed to meet the design criteria of the Frisco ordinance and regulations, as they exist upon approval of the PSP. The fountain shall be for aesthetic and decorative purposes. The fountain will be a floating type of fountain no larger than 50 feet and provide for up to 4 slips for visitors to be launched into the water. These slips and the spraying area shall be privately maintained and publicly accessible.
  3. Prior to the issuance of a certificate of occupancy for buildings "G" or "H," Zaky shall, at its sole cost, construct the J.3 green space grassy area in the easement, such construction to be approved or not by the city and applicable Frisco ordinance and regulation.
  4. The J.3 green space grassy area will total approximately 4.5 acres. It will be privately maintained and publicly accessible.
  5. Native grasses and wildflowers to be established in open space grassy area - subject to City approval when in their easement.
  6. All trails are subject to City approval when in their easement.
- Trails located within the Oncor easement are subject to Oncor approval.**
- |  |  |
|--|--|
|  | BUILDING A                                 |
|  | BUILDINGS B,C,D,E                          |
|  | BUILDINGS F & G                            |
|  | GRASSY AREA                                |
|  | TRAIL GRASSY AREA                          |
|  | NON-COMMERCIAL AREA UNLESS ON GROUND FLOOR |

PROJECT: GRAND PARK ON THE PARK  
 DATE: JULY 2023  
 SCALE: AS SHOWN  
 DRAWN BY: [Name]  
 CHECKED BY: [Name]



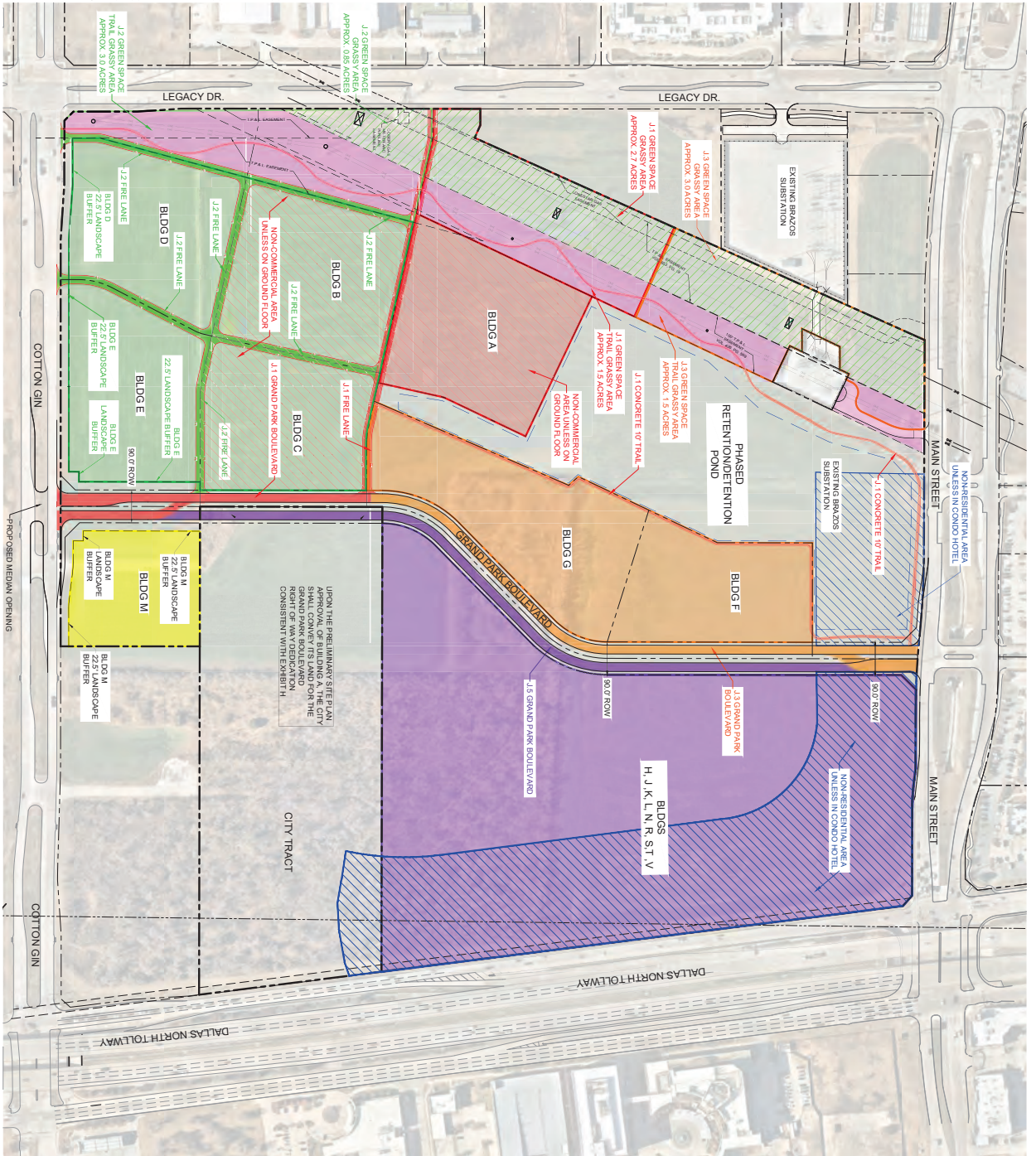


DATE: 07/21/2023  
 PROJECT: GRAND PARK ON THE PARK  
 SHEET: EXHIBIT J4

JULY 21, 2023

FRISCO TEXAS	GRAND PARK ON THE PARK	EXHIBIT J.4	FOR PROJECT: 064466-002 DATE: JULY 2023 SCALE AS SHOWN DESIGNED BY: SEB DRAWN BY: SEB CHECKED BY: KAC	© 2023 KIMLEY-HORN ASSOCIATES, INC. 3800 N. CENTRAL EXPRESSWAY SUITE 400, FORT WORTH, TX 76107 PHONE: 817-417-2222 WWW.KIMLEY-HORN.COM	NO.	REVISIONS	DATE	BY





**Trails located within the Oncor easement are subject to Oncor approval.**

**Footnote:**

1. Prior to the beginning of construction of buildings "H," "I," "J," "K," "L," "M," "N," "O," "P," "Q," "R," "S," "T," "U," "V," "W," "X," "Y," and "Z" all of the color of Grand Park Boulevard as highlighted in purple and labeled "1.5 Grand Park Boulevard"
2. Utility easements and easements to be established in open space grassy areas - subject to Oncor approval when in their easement.
3. All trails are subject to Oncor approval when in their easement.

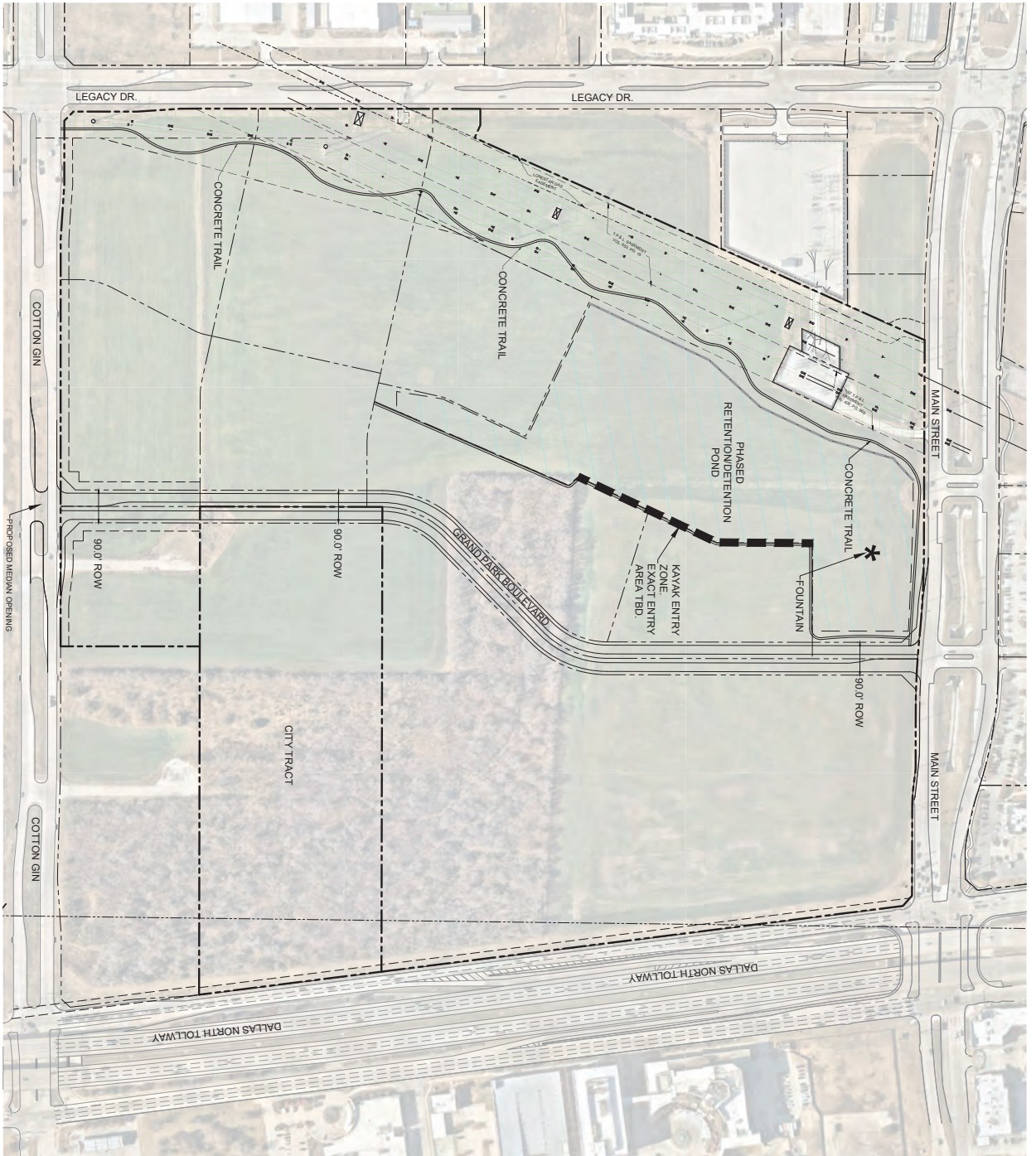
	BUILDING A
	BUILDINGS B,C,D,E
	BUILDINGS F & G
	BUILDING M
	BUILDINGS H, J, K, L, N, R, S, T, V
	TRAIL GRASSY AREA
	GRASSY AREA
	TRAIL GRASSY AREA
	NON-RESIDENTIAL AREA UNLESS IN CONDO HOTEL
	NON-COMMERCIAL AREA UNLESS OVERGROUND FLOOR

Graphic Scale: 0' 10' 20' 30'

North Arrow

THIS DOCUMENT, TOGETHER WITH THE CONCEPT AND DESIGN PRESENTED HEREIN, IS AN INSTRUMENT OF SERVICE, TO BE USED ONLY FOR THE SPECIFIC PURPOSE AND CLIENT FOR WHICH IT WAS PREPARED. REUSE OF ANY INSTRUMENT OR RELIANCE ON THIS DOCUMENT WITHOUT AUTHORIZATION AND ADAPTATION BY KIMLEY-HORN AND ASSOCIATES, INC. SHALL BE WITHOUT LIABILITY TO KIMLEY-HORN AND ASSOCIATES, INC.





- Footnotes:
1. Open space areas are approximate and subject to final surveying.
  2. The trail shall be concrete. The trail shall be 10' wide. It will be privately maintained and publicly accessible.

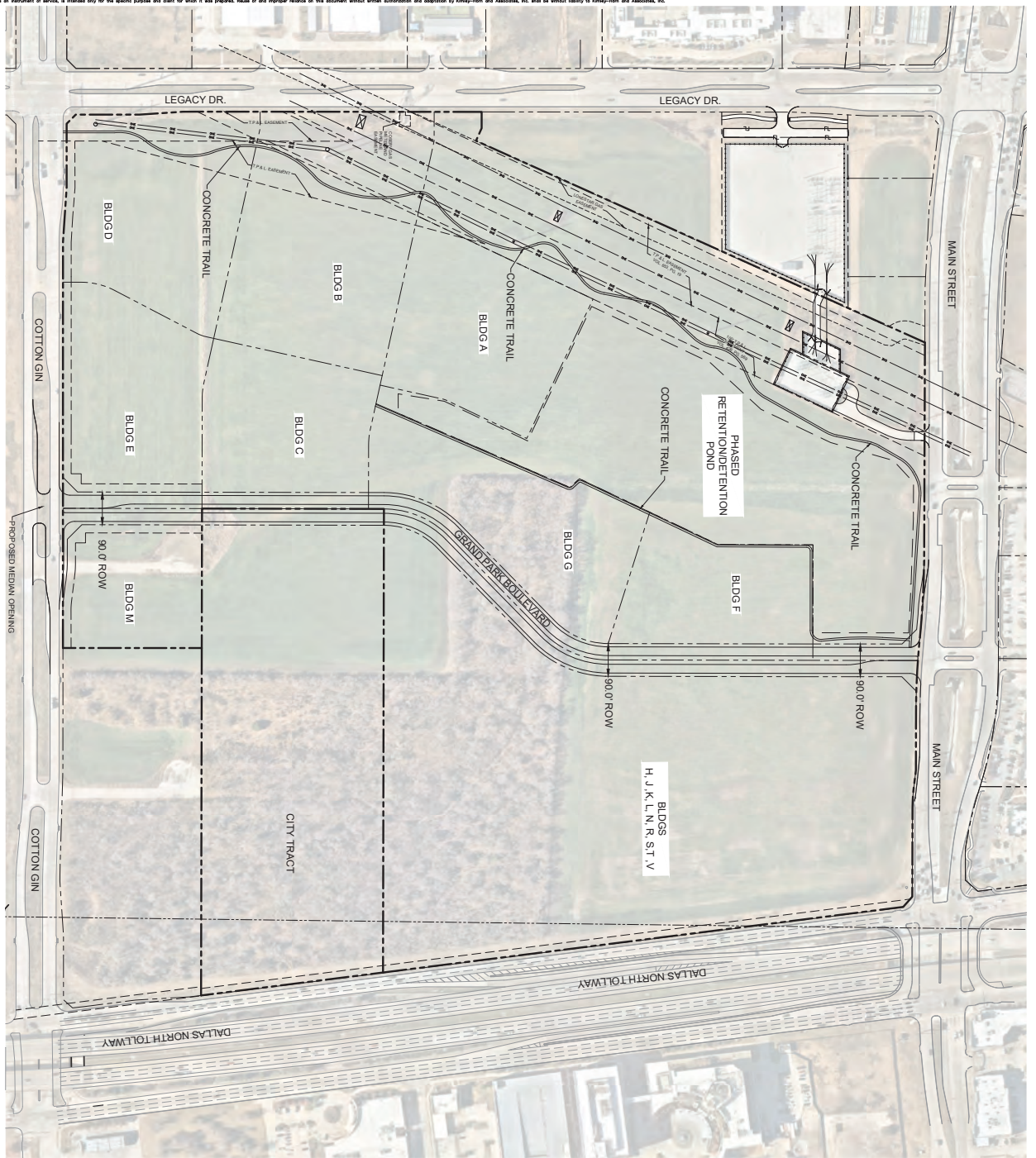


PROJECT: GRAND PARK ON THE PARK  
 DATE: JULY 2023  
 SHEET: OPEN SPACE EXHIBIT J.6

This document, together with the concepts and design presented herein, is an instrument of service, to be retained only for the specific purpose and client for which it was prepared. Release of and reliance on this document without authorization and adaptation by Kimley-Horn and Associates, Inc. shall be without liability to Kimley-Horn and Associates, Inc.

JULY 21, 2023

SHEET NUMBER	FRISCO TEXAS	GRAND PARK ON THE PARK	OPEN SPACE EXHIBIT J.6	KIM PROJECT 064466202 DATE JULY 2023 SCALE AS SHOWN DESIGNED BY: SEQ DRAWN BY: SEQ CHECKED BY: HCB	© 2023 KIMLEY-HORN AND ASSOCIATES, INC. 2802 N CENTRAL EXPRESSWAY SUITE 400, FORTWORTH, TX 76107 PHONE: 817-417-0222 WWW.KIMLEY-HORN.COM	NO.	REVISIONS	DATE	BY



PROJECT: GRAND PARK ON THE PARK  
 DATE: 07/21/2023  
 SHEET: 91 OF 105  
 DRAWN BY: SEG  
 CHECKED BY: HZG

This document, together with the concepts and design presented herein, is an instrument of service, to be used only for the specific purpose and client for which it was prepared. Release of and reliance on this document without written authorization and adaptation by Kimley-Horn and Associates, Inc. shall be without liability to Kimley-Horn and Associates, Inc.

JULY 21, 2023



SHEET NUMBER	FRISCO TEXAS	GRAND PARK ON THE PARK	BLOCK EXHIBIT J.7	FOR PROJECT: 064466202 DATE: JULY 2023 SCALE AS SHOWN DESIGNED BY: SEG DRAWN BY: SEG CHECKED BY: HZG	© 2023 KIMLEY-HORN AND ASSOCIATES, INC. 3800 N. CENTRAL EXPRESSWAY SUITE 400, FORT WORTH, TX 76107 PHONE: 817-417-2222 WWW.KIMLEY-HORN.COM	No. REVISIONS DATE BY	

**Exhibit K**  
**Assignment and Assumption of Agreement**



## Exhibit K

**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 DRIVER'S 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

### ASSIGNMENT AND ASSUMPTION OF AGREEMENT

THIS ASSIGNMENT AND ASSUMPTION OF AGREEMENT BETWEEN ZARKY DEVELOPMENT, LLC AND THE CITY OF FRISCO, TEXAS ("Assignment") is made as of the \_\_\_\_ day of \_\_\_\_\_, 20\_\_ (but effective as of the date described Recital E), by and between ZARKY DEVELOPMENT, LLC a Texas limited liability company ("Assignor"), and \_\_\_\_\_ ("Assignee").

#### RECITALS:

- A. Assignee is the owner of those certain tracts of land described in **Exhibit A** attached hereto and made a part hereof for all purposes (the "Property").
- B. Assignor is a party to an Agreement recorded on \_\_\_\_\_ as Instrument No. \_\_\_\_\_ of the Real Property Records of Collin County, Texas, which Agreement was also recorded on \_\_\_\_\_, as Instrument Nos. \_\_\_\_\_ and \_\_\_\_\_ in the Real Property Records of Denton County, Texas (the "Agreement").
- C. Assignee closed on the acquisition of the Property from Assignor on \_\_\_\_\_, on which date the parties intended that the Agreement be assigned from Assignor to Assignee.
- D. Assignor desires to assign, and Assignee desires to assume, the Agreement to the extent such Agreement applies or relates to the Property, subject to and in accordance with the terms and provisions of this Assignment.
- E. The parties desire and intend that this Assignment be effective as of \_\_\_\_\_, the date on which Assignee acquired from Assignor the Property subject to the Agreement.

NOW, THEREFORE, for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and in further consideration of the provisions, covenants and agreements hereinafter set forth, it is agreed as follows:

1. In accordance with Section 30 of the Agreement, Assignor hereby transfers, assigns and conveys to Assignee all of Assignor's right, title and interest in and to the Agreement with respect to the Property (but not as to any other land), including, without limitation, all of Assignor's rights, responsibilities, duties, obligations, covenants and conditions under the Agreement with respect to the Property (but not as to any other land) and any improvements constructed thereon, except to

## Exhibit K

the extent, and for so long as, any such obligations continue to be the obligations of "Developer" thereunder following the conveyance of the Property as expressly set forth in the Agreement.

2. Assignor and Assignee acknowledge and agree the Agreement is valid and enforceable. Assignee hereby accepts the assignment of, and, from and after the effective date hereof, agrees to solely and completely assume, discharge and be bound by, in accordance with the respective terms of the Agreement and subject to the terms and provisions of this Assignment, all of Assignor's right, title and interest in and to the Agreement with respect to the Property (but not as to any other land).
3. Except as may be set forth in the Agreement, upon the execution of this Assignment by Assignor and Assignee, Assignor shall be released from all responsibilities, duties, obligations, covenants and conditions under the Agreement relative to the Property (but not as to any other land); provided however, and without limitation of any of the foregoing, this release does not apply to, and Assignor (and not Assignee) shall be obligated and liable for, any and all default(s) of Assignor under the Agreement that first arose or accrued prior to the effective date hereof.
4. Upon the execution of this Assignment by Assignor and Assignee, Assignee shall record or cause to be recorded this Assignment in the Official Public Records of Collin County, Texas and Denton County, Texas (collectively, the "Records"). Within fifteen (15) days of recording this Assignment in the Records pursuant to the preceding sentence, Assignor shall deliver a file-marked copy of this Assignment to the City Manager of the City of Frisco, George A. Purefoy Municipal Center, 6101 Frisco Square Boulevard, 5<sup>th</sup> Floor West, Frisco, Texas 75034, and Assignor shall copy Assignee on such delivery to the City.
5. Any notice provided or permitted to be given under this Assignment 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 via a 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 Assignor:                   Zarky Development, LLC  
  5530 North 40<sup>th</sup> Pl.  
  Dallas, Texas 75252  
  Attn: David Weinreb  
  Telephone: \_\_\_\_\_  
  Email: \_\_\_\_\_

If to Assignee:

Attn:  
Email:

## Exhibit K

With a copy to:

Attention:  
Email:  
Telephone:

Upon recordation of this Assignment, any and all notices to “Zarky” under the Agreement that pertain to the Property shall be delivered to Assignee at its address set forth above (and with copies of such notices to be delivered to the aforesaid "With a copy to" parties for Assignee).

6. If any litigation between Assignor and Assignee arises out of the obligations of the parties under this Assignment or concerning the meaning or interpretation of any provision contained herein, the losing party shall pay the prevailing party’s costs and expenses of such litigation, including, without limitation, reasonable attorneys’ fees.
7. This Assignment must be construed and enforced in accordance with the laws of the State of Texas, as they apply to contracts performed within the State of Texas and without regard to any choice of law rules or principles to the contrary.
8. This Assignment may be executed in any number of counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. 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.
9. In the event that a term, condition or provision of this Assignment 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 this Assignment shall remain in full force and effect as if such invalid, illegal, void, unenforceable or unlawful provision had never been contained in this Assignment.
10. Nothing in this Assignment shall be construed to create any right in any third party not a signatory to this Assignment, and the parties do not intend to create any third party beneficiaries by entering into this Assignment.

[SIGNATURE PAGES FOLLOW]

**Exhibit K**

IN WITNESS WHEREOF, the parties have caused this Assignment to be executed effective as of the day and year set forth in the Recitals above.

**ASSIGNOR:**

ZARKY DEVELOPMENT, LLC,  
a Texas limited liability company

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

STATE OF TEXAS            §  
  §  
COUNTY OF \_\_\_\_\_ §

This instrument was acknowledged before me on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_, \_\_\_\_\_ of ZARKY DEVELOPMENT, LLC, a Texas limited liability company, on behalf of said entity.

\_\_\_\_\_  
Notary Public in and for the State of Texas

**Exhibit K**

**ASSIGNEE:**

\_\_\_\_\_,  
a Texas \_\_\_\_\_

By: \_\_\_\_\_  
Name:  
Its:

STATE OF TEXAS           §  
  §  
COUNTY OF DALLAS       §

This instrument was acknowledged before me on this \_\_\_\_ of \_\_\_\_\_, 20\_\_, by  
\_\_\_\_\_, \_\_\_\_\_, a Texas \_\_\_\_\_, on behalf of said company.

\_\_\_\_\_  
Notary Public, State of Texas

[SEAL]

**Exhibit K**

**EXHIBIT A**

PROPERTY DESCRIPTION

**Exhibit L**  
**Special Warranty Deed**





**EXHIBIT L**

thereto in any way belonging, subject to the Permitted Encumbrances, to have and to hold it to Grantee and Grantee’s successors and assigns forever. Grantor binds Grantor and Grantor’s heirs, executors, administrators, successors and assigns to warrant and forever defend all and singular the Property to Grantee and Grantee’s successors, and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof when the claim is by, through or under Grantor but not otherwise, except as to the Permitted Encumbrances.

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

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

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

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

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

EXECUTED on the dates of the acknowledgments, but to be EFFECTIVE on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

**GRANTOR:**

\_\_\_\_\_,  
a \_\_\_\_\_

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Its: \_\_\_\_\_

AGREED AND ACCEPTED:

**CITY OF FRISCO, TEXAS**

By: \_\_\_\_\_  
Wesley S. Pierson, City Manager

**EXHIBIT L**

STATE OF TEXAS           §  
  §  
COUNTY OF COLLIN       §

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

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

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

STATE OF TEXAS           §  
  §  
COUNTY OF \_\_\_\_\_ §

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

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

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



**EXHIBIT L**

**Exhibit 1  
Legal Description of Property**

## **EXHIBIT L**

### **Exhibit 2 Permitted Encumbrances**

1. Easement granted by Beck Legacy/720 Partnership to Coserv Gas, Ltd. dated August 24, 1999, filed for record August 26, 1999 and recorded in Volume 4412, Page 1817, Real Property Records, Denton County, Texas.
2. Easement granted to Lone Star Gas Company in Judgment under Cause Number 4634, County Court, Denton County, Texas, dated November 9, 1966, a certified copy being filed for record May 11, 1970 and recorded in Volume 601, Page 673, Deed Records, Denton County, Texas as amended by instrument recorded in Volume 2238, Page 206, Real Property Records, Denton County, Texas.
3. Easement granted to Texas Power & Light Company in Judgment under Cause No. 6824, dated August 11, 1972, a certified copy being filed for record August 14, 1972 and recorded in Volume 653, Page 19, Deed Records, Denton County, Texas.
4. Easements to Denton County Electric Cooperative, Inc. as described in Agreement Defining Area Embraced Within Easements recorded in Volume 1185, Page 84, Deed Records, Denton County, Texas.
5. Easement granted by Patterson Tomlin Joint Venture to Texas Power & Light Company dated May 22, 1986, filed for record July 2, 1986 and recorded in Volume 1921, Page 357, Real Property Records, Denton County, Texas.
6. Easement granted by Patterson Tomlin Joint Venture to Texas Power & Light Company dated February 2, 1987, filed for record February 17, 1987 and recorded in Volume 2088, Page 449, Real Property Records, Denton County, Texas.
7. Easement granted to Brazos Electric Power Cooperative, instrument number 2020-200873
8. An undivided 1/4 interest in and to all oil, gas and other minerals of every character in and under the herein described property, reserved in instrument from Nellie Mae Leister, et al to H. C. Richey, dated August 12, 1950, filed August 28, 1950, recorded in Volume 361, Page 423, Deed Records, Denton County Texas, and filed in Collin County Texas on August 31, 1950, in Volume 418, Page 405, Deed Records of Collin County, Texas.
9. Any easements and rights granted to the City of Frisco, or customary easements granted to utility providers, including any easements provided for in the Agreement between the City of Frisco and Zarky Development.