

“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

**DEVELOPMENT AGREEMENT BETWEEN
WAL-MART REAL ESTATE BUSINESS TRUST
AND THE CITY OF FRISCO, TEXAS**

This DEVELOPMENT AGREEMENT (“Agreement”) is made and entered into by and between the CITY OF FRISCO, TEXAS, a home-rule municipality (“Frisco”), and WAL-MART REAL ESTATE BUSINESS TRUST, a Delaware statutory trust (“Developer”). Frisco and Developer are each referred to herein as a “party” or collectively as the “parties.”

WHEREAS, Developer is the sole owner of that certain tract of land consisting of 27.852± acres in the David Lawhorn Survey, Abstract No. 727, City of Frisco, Denton County, Texas, as more particularly described in Exhibit A, attached hereto and incorporated herein for all purposes (“Property”); and

WHEREAS, Developer has submitted plans for the development of a Wal-Mart Supercenter on the Property which will consist of a retail general merchandise facility containing not less than one hundred eighty thousand (180,000) square feet of space that is heated, ventilated and air conditioned; and

WHEREAS, Developer has submitted and Frisco has approved a conveyance plat for the Property, as depicted in Exhibit B, attached hereto and incorporated herein for all purposes (“Conveyance Plat”), designating within the Property Lot 1, Block A (18.009 acres) (“Lot 1, Block A”) and Lot 2, Block A (9.831 acres) (“Lot 2, Block A”); and

WHEREAS, Developer desires to: (i) convey, at no cost to Frisco, Lot 2, Block A, being the Parkland (hereinafter defined) to Frisco as described below; (ii) construct and dedicate to Frisco, at no cost to Frisco, the Park Improvements (hereinafter defined) in the manner set forth below; (iii) pay all costs and expenses in connection with or in any way related to Frisco’s application for the Water Rights Permit (hereinafter defined) from the Texas Commission on Environmental Quality (“TCEQ”) as described below; and (iv) assist Frisco in pursuing the issuance of the Water Rights Permit by taking all necessary actions as reasonably directed by Frisco to pursue the issuance of the Water Rights Permit, at no cost to Frisco.

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

1. **Incorporation of Recitals.** The representations, covenants and recitations set forth in the forth in the foregoing recitals of this Agreement are true and correct, are incorporated into the body of this Agreement and are adopted as findings of Frisco and the authorized representative of Developer.
2. **Land Subject to Agreement.** The land that is subject to this Agreement is the Property as set forth in Exhibit A. Developer represents that it is the sole owner of the Property.
3. **Construction of Park Improvements.**
 - (a) Developer shall, at no cost to Frisco, construct and/or provide the following Park Improvements (hereinafter defined): (i) pond renovations including dredging and re-grading to comply with stormwater requirements outlined by Frisco's Engineering Department, drop structures as reasonably required by Frisco's Engineering Department with general design and textures to match the existing drop structure located on the east side of the pond within the Phillips Creek Ranch subdivision; (ii) a water well that meets all applicable TCEQ requirements and that keeps the pond at the required level (well depth and specifications to be reasonably approved by Frisco's Engineering Department) and all necessary pumps, motors, and electrical power to run the well; (iii) renovations to, or replacement of, the existing fishing pier, including at a minimum replacement of the decking and rails and to make it comply with all applicable requirements of the Americans with Disabilities Act, the Texas Accessibility Standards as well as be durable, stable and have a neat and clean appearance, and in addition to the foregoing requirements, in the event the existing fishing pier is replaced by Developer, the new fishing pier shall be the same size and dimensions as the old fishing pier (approximately 20' x 20'); (iv) a concrete parking lot located off FM 423 south of the designated retail parking lot with a capacity of nine parking spaces and at least one accessible space that complies with all applicable requirements of the Americans with Disabilities Act and the Texas Accessibility Standards, and provides direct access to the park property; (v) an 8' concrete sidewalk on the east, west and southern boundaries of the parking lot connecting to the retail sidewalk along the southern retail property line and narrowing to a 6' concrete sidewalk that connects to the fishing pier; (vi) an 8' concrete sidewalk along FM 423 connecting to the retail development located north of the park and continuing to the southern property line; (vii) an 8' concrete sidewalk connecting to the 8' concrete sidewalk on FM 423 starting at the southwestern property line and continuing east and heading north along the east side of the pond then turning south to complete a the trail loop and connecting to the single family development to the east property line of the Parkland; (viii) retaining walls to match the architectural stonework from the retail development that are necessary to protect existing trees and to prevent slope failure; (ix) eight (8) benches and two (2) picnic tables with product type and selection to be reasonably approved by Frisco's Parks and Recreation Department and location to be field verified by Frisco's Parks and Recreation Department; (x) a complete irrigation system including the controller, water tap to a potable water source, electrical including

an additional transformer if required to power the controller (the irrigation controller product type, irrigation plans, details, and specifications to be approved by Frisco's Parks and Recreation Department); (xi) landscaping in accordance with a landscape plan to be reviewed and approved by Frisco's Parks and Recreation Department which shall include native shrubs and grasses; (xii) canopy trees, type and location to be reviewed and approved by the Parks Department prior to installation; and (xiii) a sign or plaque no larger than 18 inches by 24 inches shall be erected on the Parkland (hereinafter defined), identifying the Parkland as a Frisco park and such sign or plaque shall include a statement that the park was improved and donated to Frisco by Developer or its designated affiliate, with Frisco retaining sole discretion over the text and graphics included on such sign or plaque consistent with the intent of allowing a statement of Developer's contribution (collectively, "Park Improvements"), as more particularly described and generally depicted in Exhibit C, attached hereto and incorporated herein for all purposes. Frisco shall not unreasonably withhold necessary approvals for the Park Improvements within its jurisdiction provided that Developer has complied with the requirements for same.

- (b) Developer shall submit to Frisco the design, plans and specifications for each of the Park Improvements in compliance with this Agreement, applicable requirements of the Americans with Disabilities Act and Texas Accessibility Standards and any and all applicable ordinances, rules, requirements and regulations of Frisco, as they exist at the time Developer submits such design, plans and specifications (collectively, "Plans"). The general depiction of a portion of the Park Improvements, attached as Exhibit C, is conceptual only, and the Approved Plans (hereinafter defined) shall be generally consistent with, but are not required to be strictly bound by, the same. Upon Developer's submission of the Plans, the Plans must be approved, in writing, by the Director of Frisco's Parks and Recreation Department, or his designee (collectively, "Approved Plans"). Developer shall not begin work to construct and/or install any of the Park Improvements until Frisco grants approval of the Approved Plans as required herein.
- (c) The Park Improvements must be completed, inspected and finally accepted by Frisco in the same manner as other subdivision improvements pursuant to Section 5.05 of Frisco's Subdivision Ordinance ("Frisco's Final Acceptance") and conveyed to Frisco as provided herein and in accordance with the Approved Plans and, with respect to any details not included in the Approved Plans, any and all ordinances, rules, regulations and requirements, as they exist, may be amended or in the future arising. Developer must complete the Park Improvements and obtain Frisco's Final Acceptance of the same as a condition of Frisco's Final Acceptance of the Parkland and of Frisco's issuance of a certificate of occupancy on the Property.
- (d) Bonds.

- (i) Evidence of any bonds required by Section 212.073 of the Texas Local Government Code, as amended, other applicable law or this Agreement shall be provided by Developer to Frisco.
 - (ii) Prior to Frisco's Final Acceptance of the Park Improvements, Developer shall cause to be delivered a payment bond and a performance bond, each of which shall be in an amount equal to one hundred ten percent (110%) of the amount of the actual cost of the Park Improvements to ensure Frisco is indemnified: (A) against any claims for nonpayment of any part of the construction or work performed in connection with the Park Improvements; and (B) for the completion of the Park Improvements in accordance with this Agreement. Prior to Frisco's Final Acceptance of the Park Improvements, Developer shall cause to be delivered to Frisco a two (2) year maintenance bond in an amount equal to one hundred ten percent (110%) of the amount of the actual cost of the Park Improvements to ensure the repair or remedy of any maintenance issues Frisco may have regarding the Park Improvements after Frisco's issuance of Frisco's Final Acceptance of the same; and
 - (ii) The bonds required by this Paragraph 3(d) must be: (A) good and sufficient bonds; (B) in the amounts prescribed herein; (C) with a reputable and solvent corporate surety and in favor of Frisco; and (D) in compliance with any other Frisco requirements relating to such bonds.
 - (iii) During the period of the maintenance bonds provided hereunder, Frisco may elect to request that Developer pursue repairs or maintenance that would otherwise be covered under the maintenance bond. In the event of such request, Frisco shall provide Developer with a temporary construction easement or right of entry to conduct such repairs or maintenance.
- (e) Prior to commencing any construction of the Park Improvements, Developer shall include the following provisions in any contract with any person or entity hired by Developer to construct all or any portion of the Park Improvements (collectively, "Developer Contractor"):
- (i) "All warranties provided to Developer shall inure to the benefit of the City of Frisco, Texas for all purposes."
 - (ii) "[**DEVELOPER CONTRACTOR**] SHALL, FOR A PERIOD OF TWO (2) YEARS FOLLOWING THE CITY OF FRISCO'S FINAL ACCEPTANCE OF THE [**PARK IMPROVEMENTS**], RELEASE, DEFEND, INDEMNIFY AND HOLD HARMLESS CITY OF FRISCO FROM AND AGAINST ALL CLAIMS OR CAUSES OF ACTION FOR INJURIES (INCLUDING DEATH), PROPERTY DAMAGES (INCLUDING LOSS OF USE) AND OTHER LOSSES, DEMANDS, SUITS, JUDGMENTS, EXPENSES AND

COSTS, INCLUDING BUT NOT LIMITED TO, REASONABLE ATTORNEYS' FEES AND EXPENSES (INCLUDING ATTORNEYS' FEES AND EXPENSES INCURRED IN ENFORCING THE INDEMNITY), ARISING OUT OF, RELATED TO OR RESULTING FROM, IN WHOLE OR IN PART, DIRECTLY OR INDIRECTLY, FROM ANY WORK PERFORMED BY [DEVELOPER CONTRACTOR] ON THE [PARK IMPROVEMENTS], WHETHER SUCH ACTIONS OR OMISSIONS WERE INTENTIONAL OR UNINTENTIONAL, AND THAT THE INDEMNITY PROVIDED HEREIN IS NOT INTENDED TO AND SHALL NOT, IN ANY WAY, CREATE ANY CAUSE OF ACTION FOR THE BENEFIT OF THIRD PARTIES. SUCH INDEMNITY SHALL NOT APPLY TO ANY LIABILITY RESULTING FROM THE INTENTIONAL OR SOLE NEGLIGENCE OF FRISCO. FURTHER, IN THE EVENT OF JOINT OR CONCURRENT NEGLIGENCE, RESPONSIBILITY AND INDEMNITY SHALL BE APPORTIONED IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS. THIS PARAGRAPH SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT."

- (f) An additional condition of Frisco issuing Frisco's Final Acceptance of the Park Improvements, Developer shall transfer and deliver to Frisco all manufacturers' warranties, with Frisco being the beneficiary thereof, for all warranted products, materials and elements of the Park Improvements. This Paragraph 3(f) shall survive the termination of this Agreement.
- (g) The parties agree that the Park Improvements shall be constructed and completed in one phase. Upon Frisco's Final Acceptance of the Park Improvements, the Park Improvements shall become the sole property of Frisco.

4. **Conveyance of Parkland; Title Policy; Water Rights Permit.**

- (a) Developer shall convey, free and clear of any liens by Special Warranty Deed, subject to the permitted exceptions of shown in Schedule B of the commitment, in the form attached hereto as Exhibit D and incorporated herein for all purposes, that certain tract of land designated as Lot 2, Block A on the Conveyance Plat consisting of 9.831± acres in the David Lawhorn Survey, Abstract No. 727, City of Frisco, Denton County, Texas, as more particularly described in and depicted on Exhibit E, attached hereto and incorporated herein for all purposes ("Parkland"). The conveyance of the Parkland shall be made within thirty (30) days of the Frisco's Final Acceptance of the Park Improvements.
- (b) As additional conditions of the dedication and acceptance of the Parkland: (i) Developer shall, at its sole cost and expense, obtain and file releases of any liens affecting the Parkland, or any portions thereof; and (ii) Frisco shall, at Developer's sole cost and expense, obtain a commitment from any title company acceptable to Frisco, as determined in its sole discretion, to issue an owner's title policy insuring Frisco as a fee owner of the Parkland with all items referenced on

Schedule C resolved so that a title policy ("Title Policy") may be issued to Frisco as soon as possible after the conveyance of the Parkland. The parties agree that the total value of the Parkland is One Million One Hundred Seventy-Nine Thousand Five Hundred Fourteen and Fifty-one/100s dollars (\$1,179,514.51). The parties further agree that the issuance of the Title Policy shall be a condition of Frisco's Final Acceptance of the Parkland.

- (c) Developer and Frisco agree that there exists a body of water on the Parkland ("Pond") that Frisco intends to use for surface water from and after Developer's conveyance of the Parkland as described herein. Developer and Frisco further agree that it is necessary for Frisco to obtain a water rights permit from the TCEQ in order to use and enjoy the Pond and Parkland ("Water Rights Permit"), and that the Water Rights Permit application shall be submitted by Frisco to the TCEQ within thirty (30) days of the Effective Date of this Agreement. Developer shall, at its sole cost and expense, pay all reasonable costs and expenses, including those reasonably incurred by Frisco or Frisco's consultants, contractors, subcontractors or agents, in connection with or in any way related to Frisco's application to TCEQ for the Water Rights Permit, including all costs and expenses reasonably related to any studies, reports or other documents supporting the Water Rights Permit application, as necessary and reasonably directed by Frisco (collectively, "Permit Costs"). In the event that Frisco pays any of the Permit Costs, Developer shall reimburse Frisco in an amount equal to the Permit Costs so paid by Frisco within thirty (30) days of the date Frisco sends a written demand for the same to Developer. Prior to Frisco's Final Acceptance of the Parkland, Developer also shall, at its sole cost and expense, construct all features, structures and other improvements not inconsistent with the Approved Plans and known at such time to be necessary to comply with and/or obtain issuance of the Water Rights Permit and/or to comply with TCEQ rules and regulations for such issuance, and all such features, structures and other improvements shall be considered Park Improvements as defined herein. In the event that deviations from the approved Water Rights Permit occur in the construction of the Park Improvements, Developer shall, at its sole cost and expense, prepare and/or obtain any necessary amendment or modification to the Water Rights Permit for Frisco to submit to TCEQ in accordance with TCEQ rules and regulations. Notwithstanding anything to the contrary herein, Developer shall, at its sole cost and expense, promptly take all actions necessary and/or requested by Frisco to pursue the issuance of the Water Rights Permit. Frisco's issuance of a Certificate of Occupancy, building permit or other development-related permit or approval on the Property shall not be conditioned on the TCEQ's issuance of the Water Rights Permit, except as expressly set forth herein. The rights and obligations created by this Paragraph shall survive the termination of this Agreement.

5. **Default.**

- (a) If Developer fails to comply with any provision of this Agreement, and such failure is not cured within thirty (30) days after Frisco sends written notice of such

failure to Developer, then Frisco shall have the following remedies, in addition to Frisco's other rights and remedies:

- (i) to file this instrument in the Real Property Records of Denton County, Texas as a lien or encumbrance on the Property;
 - (ii) to refuse to accept any portion of any public improvements on the Property or associated with the development of the Property;
 - (iii) to refuse to issue building permits for any building on the Property;
 - (iv) to refuse to issue a Certificate of Occupancy for the Property; and/or
 - (v) to seek specific enforcement of this Agreement.
- (b) If Frisco fails to comply with the terms and conditions of this Agreement and such failure is not cured within thirty (30) days after Frisco receives written notice of such failure from Developer, then Developer may seek mandamus or specific enforcement of this Agreement as its sole and exclusive remedies.
6. **Limitation of Liability.** Notwithstanding anything to the contrary herein, the parties agree and acknowledge that Frisco shall not, under any circumstance, be required to tender, or be liable to Developer for, any credit or reimbursement of, or payment of any monies, with regard to the matters set forth herein.
7. **Covenant Running with the Land.** This Agreement shall be a covenant running with the land and Property and shall be binding upon Developer. The parties shall cause this Agreement to be filed in the Real Property Records of Denton County, Texas. Developer represents and warrants that the filing of this Agreement as provided herein shall provide Frisco with a superior and priority encumbrance, lien or interest in, on and to the Property as to any and all other persons or entities.
8. **Limitations of Agreement.** The parties acknowledge that Frisco ordinances covering property taxes, utility rates, permit fees, impact fees, inspection fees, tree mitigation fees, development fees, impact fees, tap fees, pro-rata fees and the like are not affected by this Agreement. Further, this Agreement does not waive or limit any of the obligations of Developer to Frisco under any ordinance, whether now existing or in the future arising.
9. **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 facsimile; by electronic mail, with documentation evidencing the addressee's receipt thereof; or by delivering the same in person to such Party a via hand-delivery service, or any courier service that provides a return receipt showing the date of actual delivery of same to the addressee thereof. Notice given in accordance herewith

shall be effective upon receipt at the address of the addressee. For purposes of notification, the addresses of the parties shall be as follows:

If to Frisco, addressed to it at:

City of Frisco
Attention: George Purefoy, City Manager
6101 Frisco Square Boulevard, 5th Floor
Frisco, Texas 75034
Telephone: (972) 292-5105
Facsimile: (972) 292-5122
Email: gpurefoy@friscotexas.gov

with a copy to:

Abernathy, Roeder, Boyd & Hullett, P.C.
Attention: Ryan D. Pittman
1700 Redbud Blvd., Suite 300
McKinney, Texas 75069
Telephone: (214) 544-4000
Facsimile: (214) 544-4044
Email: rpittman@abernathy-law.com

If to Developer, addressed to it at:

Wal-Mart Real Estate Business Trust
2001 S.E. 10th Street
Bentonville, Arkansas
Attn. Legal Department
Telephone: (479) 273-8382
Facsimile: (479) 277-5991
Email: eneida.silcott@walmartlegal.com

with a copy to:

Jackson Walker L.L.P.
Attention: Myron Dornic
2323 Ross Avenue, Suite 600
Dallas, Texas 75201
Telephone: (214) 953-5946
Facsimile: (214) 661-6622
Email: mdornic@jw.com

10. **Indemnity.**

- (a) **DEVELOPER SHALL RELEASE, DEFEND, INDEMNIFY AND HOLD HARMLESS FRISCO FROM AND AGAINST ALL DAMAGES, INJURIES (INCLUDING DEATH), CLAIMS, PROPERTY DAMAGES (INCLUDING LOSS OF USE), LOSSES, DEMANDS, SUITS, JUDGMENTS AND COSTS, INCLUDING REASONABLE ATTORNEY'S FEES AND**

EXPENSES (INCLUDING ATTORNEY'S FEES AND EXPENSES INCURRED IN ENFORCING THIS INDEMNITY), TO THE EXTENT CAUSED, IN WHOLE OR IN PART, BY THE NEGLIGENT, GROSSLY NEGLIGENT OR INTENTIONAL WRONGFUL ACT OR OMISSION OF DEVELOPER IN ITS PERFORMANCE OF THIS AGREEMENT OR ARISING OUT OF GOODS OR SERVICES PROVIDED BY DEVELOPER PURSUANT TO THIS AGREEMENT (HEREINAFTER "CLAIMS"). THIS INDEMNIFICATION PROVISION AND THE USE OF THE TERM "CLAIMS" IS ALSO SPECIFICALLY INTENDED TO APPLY TO, BUT NOT LIMITED TO, ANY AND ALL CLAIMS, WHETHER CIVIL OR CRIMINAL, BROUGHT AGAINST FRISCO BY ANY GOVERNMENT AUTHORITY OR AGENCY RELATED TO ANY PERSON PROVIDING SERVICES UNDER THIS AGREEMENT THAT ARE BASED ON ANY FEDERAL IMMIGRATION LAW AND ANY AND ALL CLAIMS, DEMANDS, DAMAGES, ACTIONS AND CAUSES OF ACTION OF EVERY KIND AND NATURE, KNOWN AND UNKNOWN, EXISTING OR CLAIMED TO EXIST, RELATING TO OR ARISING OUT OF ANY EMPLOYMENT RELATIONSHIP BETWEEN DEVELOPER AND ITS EMPLOYEES OR SUBCONTRACTORS AS A RESULT OF THAT SUBCONTRACTOR'S OR EMPLOYEE'S EMPLOYMENT OR SEPARATION FROM EMPLOYMENT WITH THE DEVELOPER, INCLUDING BUT NOT LIMITED TO ANY DISCRIMINATION CLAIM BASED ON SEX, SEXUAL ORIENTATION OR PREFERENCE, RACE, RELIGION, COLOR, NATIONAL ORIGIN, AGE OR DISABILITY UNDER FEDERAL, STATE OR LOCAL LAW, RULE OR REGULATION, OR ANY CLAIM FOR WRONGFUL TERMINATION, BACK PAY, FUTURE WAGE LOSS, OVERTIME PAY, EMPLOYEE BENEFITS, INJURY SUBJECT TO RELIEF UNDER THE WORKERS' COMPENSATION ACT OR WOULD BE SUBJECT TO RELIEF UNDER ANY POLICY FOR WORKERS' COMPENSATION INSURANCE AND ANY OTHER CLAIM, WHETHER IN TORT, CONTRACT OR OTHERWISE. DEVELOPER IS EXPRESSLY REQUIRED TO DEFEND FRISCO AGAINST ALL SUCH CLAIMS. THE INDEMNITY PROVIDED BY THIS PARAGRAPH 10 SHALL NOT APPLY TO ANY LIABILITY RESULTING FROM THE INTENTIONAL OR SOLE NEGLIGENCE OF FRISCO. FURTHER, IN THE EVENT OF JOINT OR CONCURRENT NEGLIGENCE, RESPONSIBILITY AND INDEMNITY SHALL BE APPORTIONED IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS.

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

- (C) THE RIGHTS AND OBLIGATIONS CREATED PURSUANT TO THIS PARAGRAPH 10 SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.
11. ACKNOWLEDGEMENT OF FRISCO'S COMPLIANCE WITH FEDERAL AND STATE CONSTITUTIONS, STATUES AND CASE LAW AND FEDERAL, STATE AND LOCAL ORDINANCES, RULES AND REGULATIONS; DEVELOPER'S WAIVER AND RELEASE OF CLAIMS FOR OBLIGATIONS IMPOSED BY THIS AGREEMENT.
- (a) DEVELOPER ACKNOWLEDGES AND AGREES THAT:
- (i) THE CONVEYANCES, DEDICATIONS, EASEMENTS AND/OR PAYMENT OF MONEY REQUIRED BY THIS AGREEMENT TO BE PERFORMED BY DEVELOPER, IN WHOLE OR IN PART, DO NOT CONSTITUTE A:
- (A) TAKING UNDER THE TEXAS OR UNITED STATES CONSTITUTION;
(B) VIOLATION OF THE TEXAS WATER CODE, AS IT EXISTS OR MAY BE AMENDED;
(C) NUISANCE; OR
(D) CLAIM FOR DAMAGES OR REIMBURSEMENT AGAINST FRISCO FOR A VIOLATION OF ANY FEDERAL OR STATE CONSTITUTION, STATUTE OR CASE LAW OR ANY FEDERAL, STATE OR LOCAL ORDINANCE, RULE OR REGULATION.
- (ii) THE AMOUNT OF DEVELOPER'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 DEVELOPER'S DEVELOPMENT PLACES ON FRISCO'S INFRASTRUCTURE.
- (iii) WITH RESPECT TO THE REQUIREMENTS OF OR PERFORMANCE OF THIS AGREEMENT, DEVELOPER HEREBY RELEASES FRISCO FROM ANY OBLIGATION TO PERFORM OR COMMISSION A TAKINGS IMPACT ASSESSMENT UNDER CHAPTER 2007 OF THE TEXAS GOVERNMENT CODE, AS IT EXISTS OR MAY BE AMENDED.
- (iv) DEVELOPER HEREBY AGREES THAT ANY PROPERTY WHICH IT CONVEYS TO FRISCO PURSUANT TO THIS AGREEMENT IS ROUGHLY PROPORTIONAL TO THE BENEFIT RECEIVED BY DEVELOPER FOR SUCH LAND, AND DEVELOPER HEREBY WAIVES ANY CLAIM THEREFORE THAT IT MAY HAVE. DEVELOPER FURTHER ACKNOWLEDGES AND AGREES THAT ALL PREREQUISITES TO SUCH A DETERMINATION OF ROUGH PROPORTIONALITY HAVE BEEN MET, AND THAT ANY VALUE RECEIVED BY FRISCO RELATIVE TO SAID CONVEYANCE ARE RELATED BOTH IN NATURE AND EXTEND TO THE IMPACT OF THE DEVELOPMENT OF DEVELOPER'S

ADJACENT PROPERTY ON FRISCO'S INFRASTRUCTURE. DEVELOPER 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.

- (v) DEVELOPER SHALL INDEMNIFY AND HOLD HARMLESS FRISCO FROM AND AGAINST ANY CLAIMS AND SUITS OF THIRD PARTIES, INCLUDING BUT NOT LIMITED TO, DEVELOPER'S PARTNERS, OFFICERS, DIRECTORS, EMPLOYEES, REPRESENTATIVES, AGENTS, SUCCESSORS, ASSIGNEES, VENDORS, GRANTEES OR TRUSTEES, BROUGHT PURSUANT TO THIS PARAGRAPH 11.
 - (b) DEVELOPER RELEASES FRISCO FROM ANY AND ALL CLAIMS OR CAUSES OF ACTION BASED ON EXCESSIVE OR ILLEGAL EXACTIONS RELATED TO THE SUBJECT OF THIS AGREEMENT.
 - (c) THIS PARAGRAPH 11 SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.
12. Vested Rights/Chapter 245 Waiver. Except as otherwise provided by law, the parties shall be subject to all ordinances of Frisco, whether now existing or in the future arising. This Agreement shall confer no vested rights on the Property, or any portion thereof, unless specifically enumerated herein. In addition, nothing contained in this Agreement shall constitute a "permit" as defined in Chapter 245 of the Texas Local Government Code, as amended, and nothing in this Agreement provides Frisco with fair notice of any project of Developer.
13. SENATE BILL 18. THE PARTIES AGREE THAT THE CONVEYANCE PROVIDED FOR BY THIS AGREEMENT DOES NOT INVOLVE EMINENT DOMAIN AND THAT SENATE BILL 18, AS ADOPTED BY THE 82ND TEXAS LEGISLATIVE SESSION IS NOT APPLICABLE TO SUCH CONVEYANCE.
14. Attorney's Fees. If either Party files any action or brings any proceeding against the other arising from this Agreement, then as between Developer and Frisco, the prevailing party shall be entitled to recover as an element of its costs of suit, and not as damages, reasonable and necessary attorneys' fees and litigation expenses both at trial and on appeal, subject to the limitations set forth in TEX. LOC. GOV'T CODE § 271.153, as it exists or may be amended, if applicable.
15. Warranties/Representations. All warranties, representations and covenants made by one party to the other in this Agreement or in any certificate or other instrument delivered by one party to the other under this Agreement shall be considered to have been relied

upon by the other party and will survive the satisfaction of any fees under this Agreement, regardless of any investigation made by either party.

16. **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.
17. **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.
18. **Consideration.** This Agreement is executed by the parties without coercion or duress and for substantial consideration, the sufficiency of which is forever confessed.
19. **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.
20. **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).
21. **Savings; Severability.** In the event that a term, condition or provision of this Agreement is determined to be invalid, illegal, void, unenforceable or unlawful by a court of competent jurisdiction, then that term, condition or provision shall be deleted and the remainder of the Agreement shall remain in full force and effect as if such invalid, illegal, void, unenforceable or unlawful provision had never been contained in this Agreement.
22. **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.
23. **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.
24. **Assignment/Binding Effect.**

- (a) This Agreement is assignable by Developer, in whole or in part, upon the following conditions, all of which must be satisfied before any such assignment shall be valid and enforceable:
 - (i) the assignment of the Agreement must be evidenced by a recordable document ("Assignment"), the form of which must be approved in writing by Frisco;
 - (ii) the Assignment must expressly contain an acknowledgment and agreement that all obligations, covenants and conditions contained in the 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. For an assignment to an entity other than the Developer affiliates listed in Exhibit F Frisco may require additional other reasonable requirement and conditions;
 - (iii) Developer will file any approved, executed Assignment in the Real Property Records of Denton County, Texas; and
 - (iv) Developer shall provide Frisco with a file-marked copy of the Assignment within ten (10) days of filing the same, and until Frisco receives said file-marked copy of the Assignment as provided herein, Frisco shall not, under any circumstance, recognize said Assignment.
 - (b) This Agreement shall be binding upon and inure to the benefit of Frisco and Developer.
25. **Indemnification.** The Parties agree that the Indemnity provisions set forth in Paragraph 10 and Paragraph 11 herein are conspicuous, and the parties have read and understood the same.
26. **Waiver.** Waiver by either party of any breach of this Agreement, or the failure of either party to enforce any of the provisions of this Agreement, at any time, shall not in any way affect, limit or waive such party's right thereafter to enforce and compel strict compliance.
27. **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 not otherwise waived by statute, 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.

28. **Reference to Developer.** When referring to “Developer” herein, this Agreement shall refer to and be binding upon Developer and Developer’s officers, directors, partners, employees, representatives, agents, successors, assignees (as authorized herein), vendors, grantees, trustees, legal representatives and any other authorized third parties for whom Developer is legally responsible.
29. **Reference to Frisco.** When referring to “Frisco” herein, this Agreement shall refer to and be binding upon Frisco and Frisco’s Council Members, officers, agents, representatives, employees and any other authorized third parties for whom Frisco is legally responsible.
30. **Miscellaneous Drafting Provisions.** This Agreement shall be deemed drafted equally by all parties hereto. The language of all parts of this Agreement shall be construed as a whole according to its fair meaning, and any presumption or principle that the language herein is to be construed against any party shall not apply. Headings in this Agreement are for the convenience of the parties and are not intended to be used in construing this document.

[Signature page follows.]

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

CITY OF FRISCO, TEXAS,
a home-rule municipality

By: _____
George Purefoy, City Manager

Date: _____

Attested to by:

Jenny Page, City Secretary

Approved as to form:



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

WAL-MART REAL ESTATE BUSINESS TRUST,
a Delaware statutory trust

By: 

L. B. Johnson

Date: 10-4-2016

Exhibit A
Legal Description of the Property

BEING a tract of land situated in the David Lawhorn Survey, Abstract No. 727, City of Frisco, Denton County, Texas and being part of Lot 1, Block A, Boyd Addition, an addition to the City of Frisco according to the plat thereof recorded in Cabinet U, Page 323 of the Plat Records of Denton County, Texas, all of tract of land described in Special Warranty Deed to Wal-Mart Real Estate Business Trust, recorded in Instrument No. 2014-48766, Official Records of Denton County, Texas, all of tract of land described in Special Warranty Deed to Wal-Mart Real Estate Business Trust, recorded in Instrument No. 2014-48748, Official Records of Denton County, Texas, all of tract of land described in Special Warranty Deed to Wal-Mart Real Estate Business Trust, recorded in Instrument No. 2014-9041, Official Records of Denton County, Texas and being more particularly described as follows:

BEGINNING at a 5/8" iron rod with plastic cap stamped "KHA" found at the southernmost end of a right-of-way corner clip at the intersection of the east right-of-way line of F.M. 423 (a variable width right-of-way) and the south right-of-way line of Stonebrook Parkway (a variable width right-of-way);

THENCE with said right-of-way corner clip, North 44°48'39" East, a distance of 35.25 feet to a 5/8" iron rod with plastic cap stamped "KHA" found at the northernmost end of said right-of-way corner clip;

THENCE with said south right-of-way line, the following courses and distances to wit:
North 89°57'03" East, a distance of 37.55 feet to a 5/8" iron rod with plastic cap stamped "KHA" found for corner;
South 0°11'42" West, a distance of 0.42 feet to an aluminum disk found for corner;
North 89°56'52" East, a distance of 124.91 feet to a 5/8" iron rod with plastic cap stamped "KHA" found for corner;
North 86°08'01" East, a distance of 150.33 feet to a 5/8" iron rod with plastic cap stamped "KHA" found for corner;
North 89°56'52" East, a distance of 348.94 feet to a 5/8" iron rod with plastic cap stamped "KHA" found at the southeast corner of a 0.045 acre tract of land described in deed to the City of Frisco recorded in Document No. 2006-151687 of the Official Public Records of Denton County, Texas, said iron rod being in the west line of Lot 1, Block A, Phillips Creek Ranch Stonebrook Parkway Entry, an addition to the City of Frisco, Texas according to the plat recorded in Instrument No. 2012-149, Official Records of Denton County, Texas and in the west line of a 850.1 acre tract of land described in deed to PCR Land Company, LLC recorded in Document No. 2008-119029 of the Official Records of Denton County, Texas;

THENCE departing said south right-of-way line and with the west line of said PCR Land Company, LLC, South 0°13'30" East, at a distance of 25.00 feet, passing the southwest corner of said Lot 1, Block A and the northwest corner of a tract of land described in Special Warranty Deed to Frisco 39, LLC, recorded in Instrument No. 2015-24962, Official Records of Denton County, Texas, at a distance of 856.25 feet, passing a 5/8" iron rod found, continuing in all a total distance of 1924.93 feet to a 5/8" iron rod with plastic cap stamped "KHA" found at an

interior corner of a tract of land described in Special Warranty Deed to Toll Dallas TX LLC, recorded in Instrument No. 2015-22256, Official Records of Denton County, Texas, from which, a 1" iron rod found bears North 0°13'30" West, a distance of 10.50 feet, a 5/8" iron rod with cap found bears South 67°51' East, a distance of 0.4 feet;

THENCE with a north line of said Toll Dallas TX LLC tract, South 89°40'23" West, at a distance of 332.00 feet, passing the westernmost northwest corner of said Toll Dallas TX LLC tract, continuing with the north line of said PCR Land Company, LLC tract, in all a total distance of 569.76 feet to a 5/8" iron rod with plastic cap stamped "KHA" found in said east right-of-way line at the beginning of a non-tangent curve to the left having a central angle of 0°02'31", a radius of 5774.58 feet, a chord bearing and distance of North 1°15'01" West, 4.24 feet;

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

In a northwesterly direction, with said curve to the left, an arc distance of 4.24 feet to a 5/8" iron rod with plastic cap stamped "KHA" found for corner;
North 89°04'07" East, a distance of 11.91 feet to a 5/8" iron rod with plastic cap stamped "KHA" found for corner;
North 40°35'17" East, a distance of 61.76 feet to an aluminum disk found for corner;
North 4°20'09" West, a distance of 118.08 feet to a 5/8" iron rod with plastic cap stamped "KHA" found for corner;
North 49°24'43" West, a distance of 32.82 feet to a 5/8" iron rod with plastic cap stamped "KHA" found for corner;
North 9°21'40" West, a distance of 302.62 feet to a 5/8" iron rod with plastic cap stamped "KHA" found for corner, from which, a 1/2" iron rod with cap found bears North 17°48' East, a distance of 1.0 feet;
North 5°35'51" West, a distance of 854.71 feet to an aluminum disk found for corner;
North 2°03'54" East, a distance of 108.67 feet to an aluminum disk at the beginning of a non-tangent curve to the right having a central angle of 3°34'05", a radius of 5647.58 feet, a chord bearing and distance of North 2°06'47" West, 351.65 feet;
In a northwesterly direction, with said curve to the right, an arc distance of 351.71 feet to an aluminum disk found for corner;
North 0°19'44" West, a distance of 93.32 feet to the **POINT OF BEGINNING** and containing 27.852 acres or 1,213,225 square feet of land.

Bearing system of this survey is based on a line oriented between City of Frisco monuments 1 and 7 found in the field, whose positions are published on the Texas Coordinate System of 1983, North Central Zone (4202), North American Datum of 1983. The horizontal coordinates of this survey are local surface coordinates derived from Frisco Monument 1.

Exhibit B Conveyance Plat

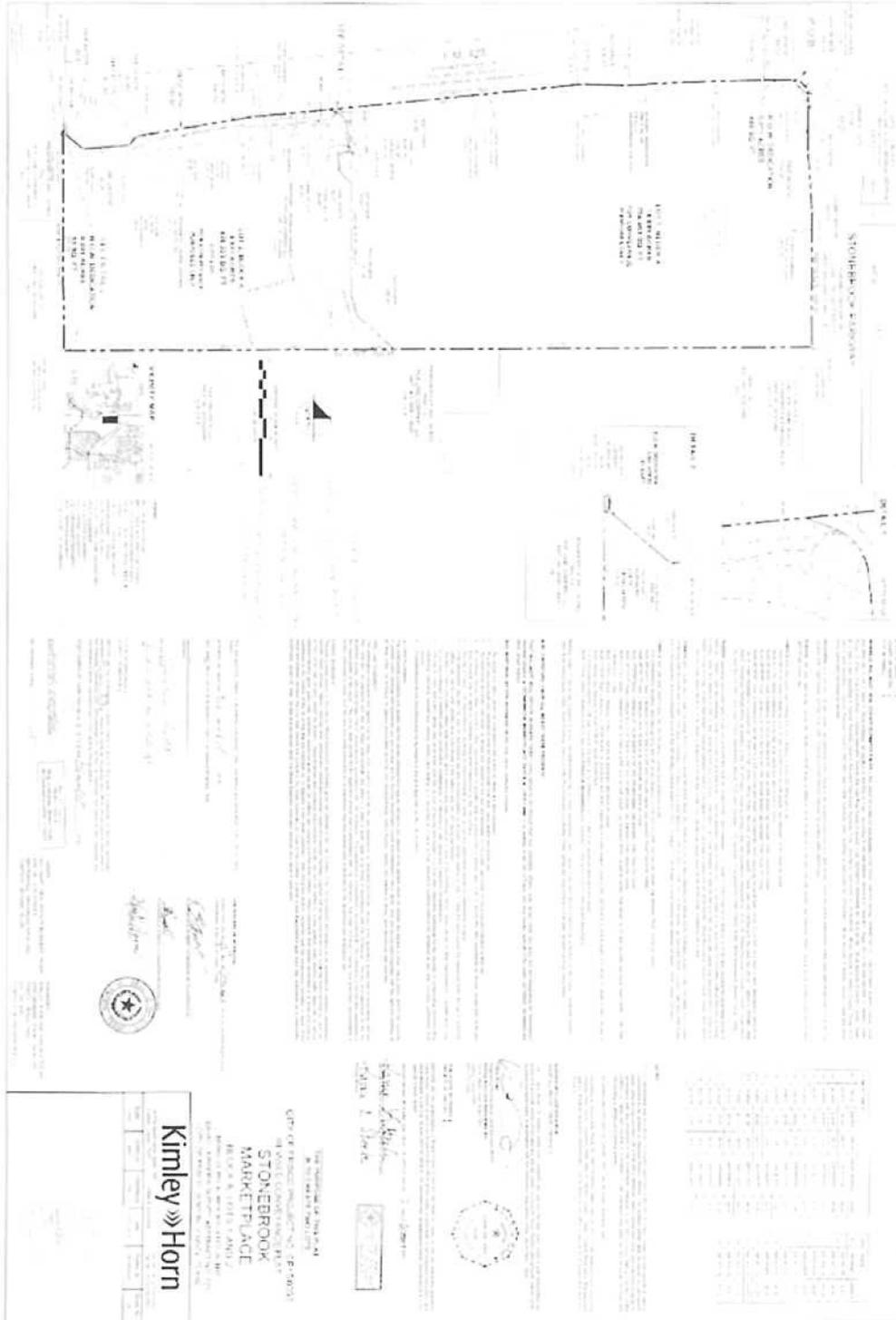
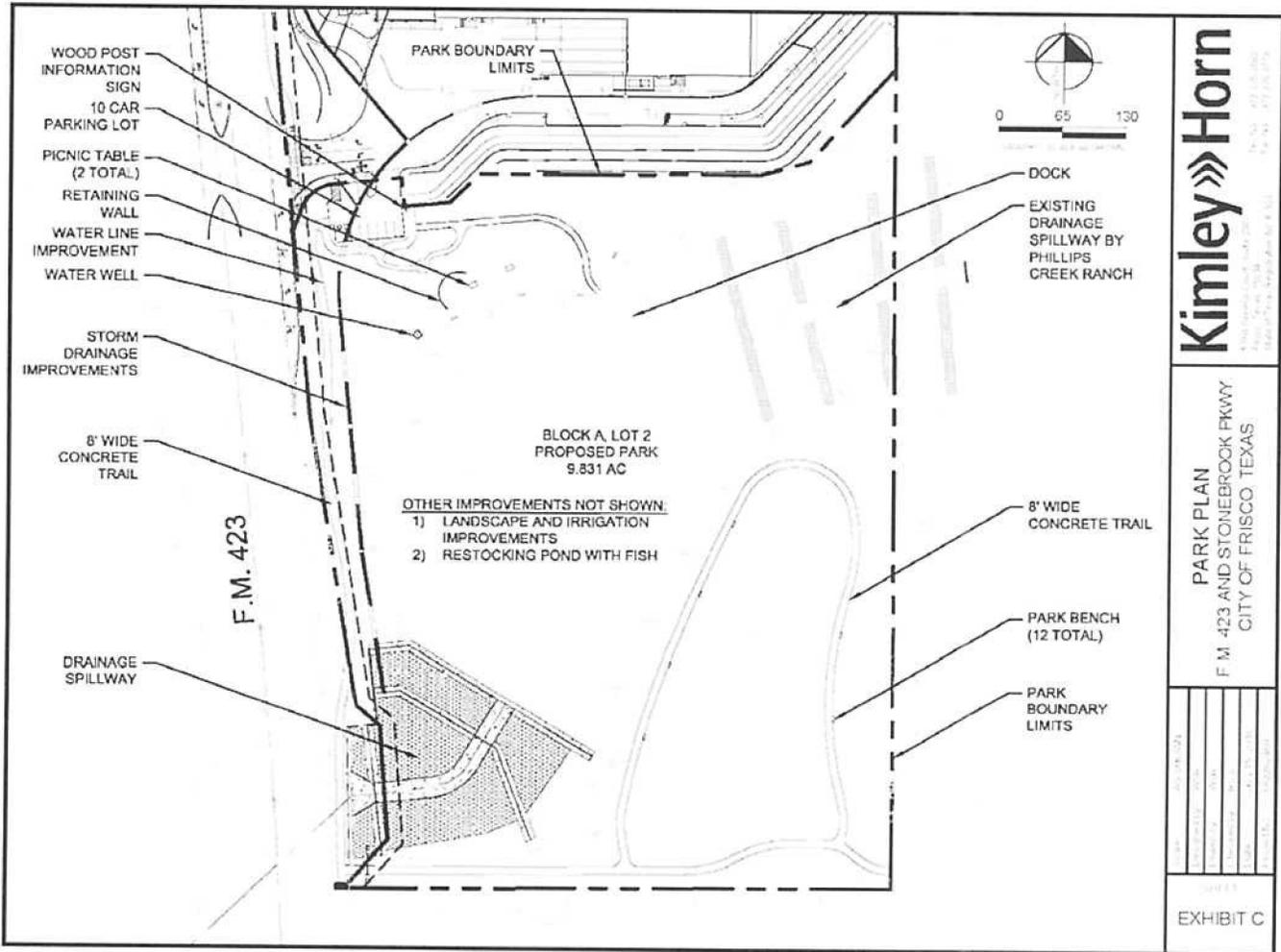
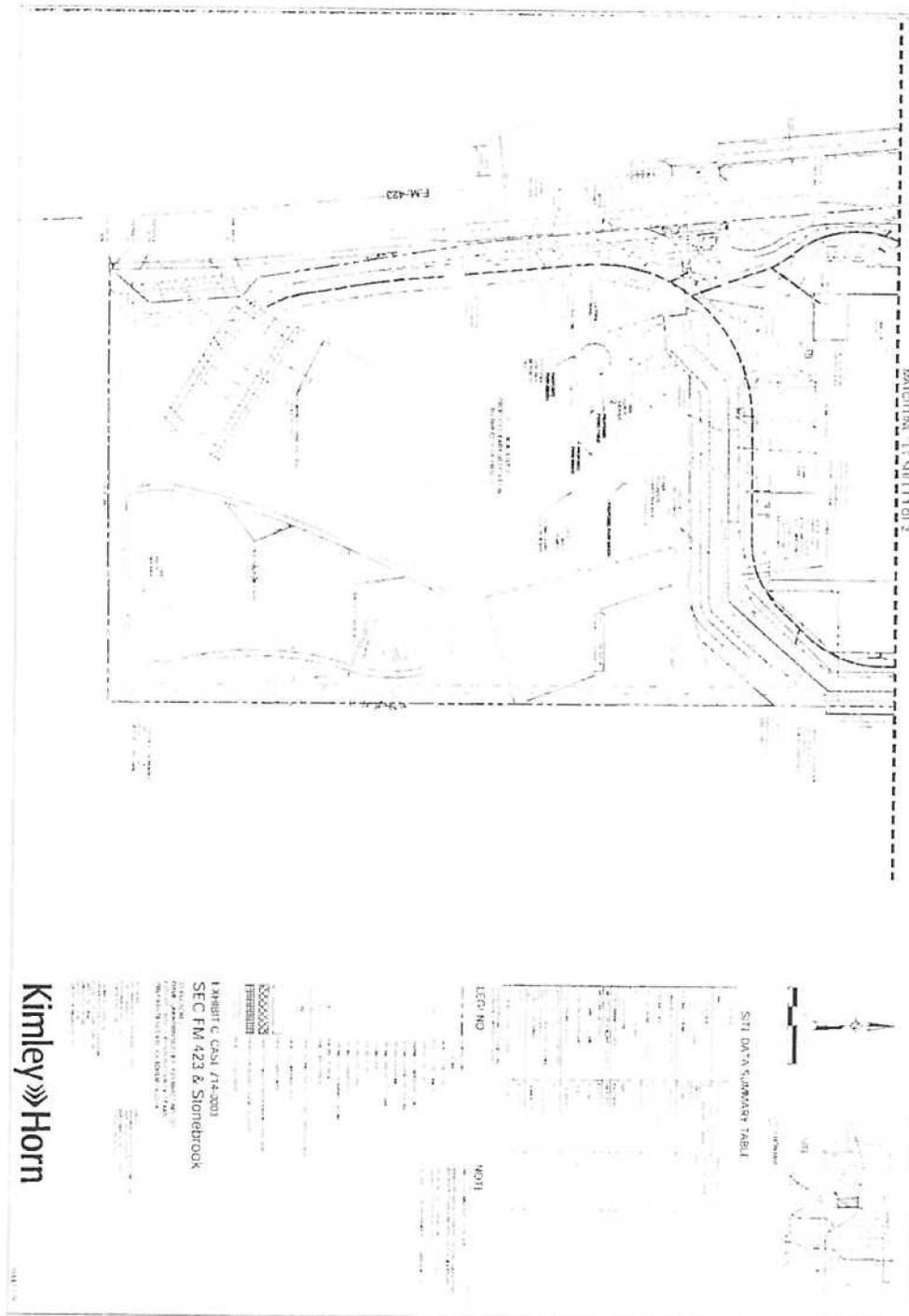
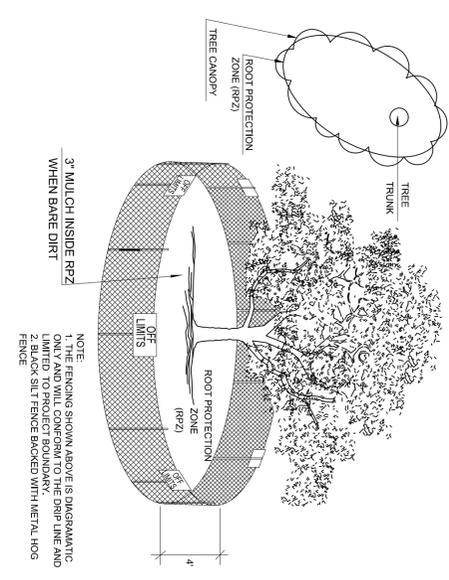
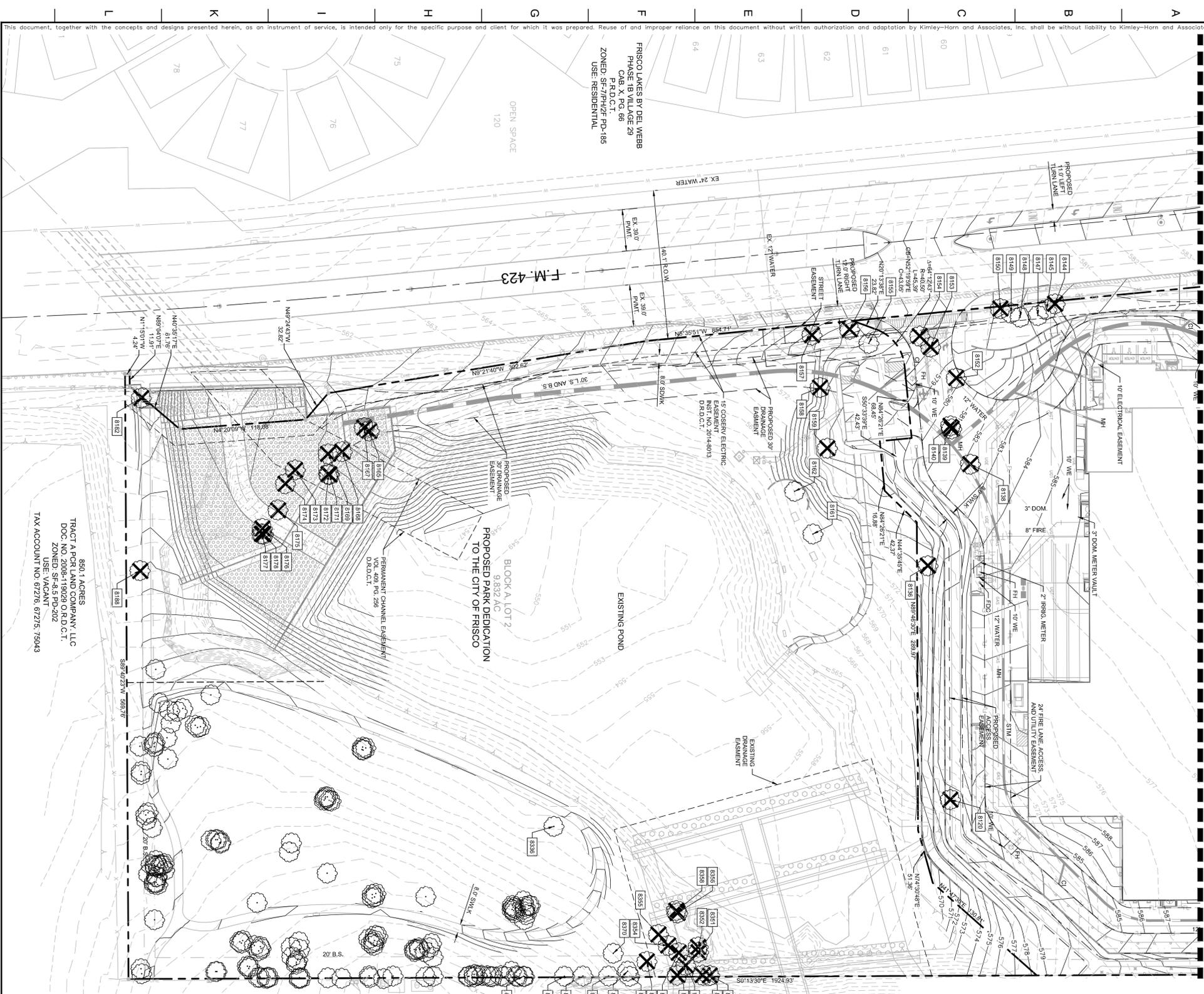


Exhibit C Park Improvements Plan





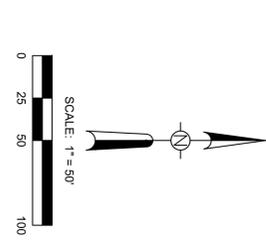
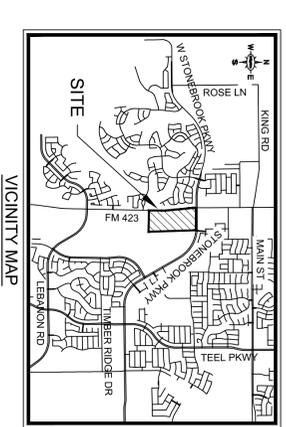
MATCH LINE SEE SHEET 6026



NOTE: 1. THE FENCING SHOWN ABOVE IS DIAGNOSTIC ONLY AND WILL CONFORM TO THE DSR LINE AND LIMITS OF PROTECTED BOUNDARY AND 2. THE 3' MULCH IS TO BE INSTALLED WITH METAL HOG FENCE

TREE PROTECTION FENCE

SCALE NONE



LEGEND

- PROPERTY LINE
- SETBACK LINE
- PROPOSED EASEMENT
- PROPOSED CONTOUR
- EXISTING CONTOUR
- PROPOSED SANITARY SEWER LINE
- PROPOSED WATER LINE
- EXISTING STORM DRAINAGE LINE
- EXISTING FIRE LANE (F.L.)
- PROPOSED SANITARY SEWER MANHOLE (MH)
- PROPOSED FIRE HYDRANT (FH)
- B.S. BUILDING SETBACK
- L.S. LANDSCAPE SETBACK
- WE WATER EASEMENT
- SPWK CONCRETE SIDEWALK
- SPWK SURVEYED TREE
- SPWK SURVEYED TREE TO BE REMOVED

NOTE:
1) NO FLOODPLAIN EXISTS ON THE SITE.

850.1 ACRES TRACT A
POC LAND COMPANY, LLC
 DOC. NO. 2008-18029 O.R.D.C.T.
 O.R.D.C.T. NO. PD-202
 ZONE: VACANT
 TAX ACCOUNT NO. 67276, 67275, 75043

TREE TYPE COMMON NAME	TREE TYPE BOTANICAL NAME	Tree Size	Tree ID No. of Tree	Condition or Removal	Mitigation Required	Mitigation Required	Notes
green ash	<i>Fraxinus virginiana</i>	22.5"	8003	Declining	Remove	0%	Remove due to declining health.
green ash	<i>Fraxinus virginiana</i>	15.2"	8021	Declining	Remove	0%	Remove due to declining health.
hackberry	<i>Celtis occidentalis</i>	20.7"	8120	Healthy	Remove	0%	Remove due to declining health.
live oak	<i>Quercus virginiana</i>	22.4"	8136	Healthy	Remove	300%	Constr. Damage
live oak	<i>Quercus virginiana</i>	24.7"	8138	Healthy	Remove	300%	Constr. Damage
live oak	<i>Quercus virginiana</i>	14.7"	8139	Healthy	Remove	150%	Constr. Damage
live oak	<i>Quercus virginiana</i>	15.3"	8140	Healthy	Remove	150%	Constr. Damage
live oak	<i>Quercus virginiana</i>	14.1"	8144	Healthy	Remove	150%	Constr. Damage
live oak	<i>Quercus virginiana</i>	13.4"	8145	Healthy	Remove	0%	0
live oak	<i>Quercus virginiana</i>	17.2"	8147	Healthy	Remove	0%	0
live oak	<i>Quercus virginiana</i>	15.3"	8148	Healthy	Remove	0%	0
live oak	<i>Quercus virginiana</i>	16.3"	8149	Healthy	Remove	0%	0
live oak	<i>Quercus virginiana</i>	10.2"	8150	Healthy	Remove	100%	Constr. Damage
live oak	<i>Quercus virginiana</i>	11.8"	8152	Healthy	Remove	100%	Constr. Damage
live oak	<i>Quercus virginiana</i>	9.7"	8153	Healthy	Remove	0%	0
live oak	<i>Quercus virginiana</i>	15.5"	8155	Healthy	Remove	0%	Remove due to declining health.
live oak	<i>Quercus virginiana</i>	12.8"	8157	Healthy	Remove	150%	Constr. Damage
live oak	<i>Quercus virginiana</i>	14.2"	8157	Healthy	Remove	150%	Constr. Damage
live oak	<i>Quercus virginiana</i>	13.4"	8158	Healthy	Remove	21.3	Constr. Damage
live oak	<i>Quercus virginiana</i>	25.3"	8159	Healthy	Remove	300%	Constr. Damage
live oak	<i>Quercus virginiana</i>	18.6"	8161	Declining	Remove	0%	0
live oak	<i>Quercus virginiana</i>	3.5"	8162	Healthy	Remove	0%	0
live oak	<i>Quercus virginiana</i>	17.7"	8165	Healthy	Remove	0%	0
live oak	<i>Quercus virginiana</i>	22.6"	8167	Declining	Remove	0%	0
live oak	<i>Quercus virginiana</i>	8.3"	8168	Healthy	Remove	0%	0
live oak	<i>Quercus virginiana</i>	2.7"	8169	Declining	Remove	0%	0
live oak	<i>Quercus virginiana</i>	11.4"	8171	Healthy	Remove	0%	0
live oak	<i>Quercus virginiana</i>	6.1"	8172	Healthy	Remove	0%	0
live oak	<i>Quercus virginiana</i>	18.1"	8174	Healthy	Remove	0%	0
live oak	<i>Quercus virginiana</i>	18.2"	8175	Healthy	Remove	0%	0
live oak	<i>Quercus virginiana</i>	13.3"	8176	Healthy	Remove	0%	0
live oak	<i>Quercus virginiana</i>	15.3"	8177	Healthy	Remove	0%	0
live oak	<i>Quercus virginiana</i>	12.2"	8178	Healthy	Remove	0%	0
live oak	<i>Quercus virginiana</i>	11.1"	8182	Healthy	Remove	5%	5.6
live oak	<i>Quercus virginiana</i>	11.4"	8188	Declining	Remove	0%	0
live oak	<i>Quercus virginiana</i>	9.4"	8200	Healthy	Remove	0%	0
live oak	<i>Quercus virginiana</i>	3.6"	8336	Healthy	Remove	0%	0
live oak	<i>Quercus virginiana</i>	16.2"	8338	Healthy	Remove	0%	0
live oak	<i>Quercus virginiana</i>	10.3"	8340	Healthy	Remove	0%	0
live oak	<i>Quercus virginiana</i>	8.8"	8341	Healthy	Remove	0%	0
live oak	<i>Quercus virginiana</i>	10.4"	8343	Healthy	Remove	0%	0
live oak	<i>Quercus virginiana</i>	8.5"	8344	Healthy	Remove	0%	0
live oak	<i>Quercus virginiana</i>	8.5"	8345	Healthy	Remove	0%	0
live oak	<i>Quercus virginiana</i>	18.4"	8347	Healthy	Remove	0%	0
live oak	<i>Quercus virginiana</i>	10.6"	8348	Declining	Remove	0%	0
live oak	<i>Quercus virginiana</i>	27.1"	8349	Hazard	Remove	0%	0
live oak	<i>Quercus virginiana</i>	28.7"	8350	Hazard	Remove	0%	0
live oak	<i>Quercus virginiana</i>	10.1"	8351	Declining	Remove	0%	0
live oak	<i>Quercus virginiana</i>	15.5"	8352	Declining	Remove	0%	0
live oak	<i>Quercus virginiana</i>	16.7"	8353	Hazard	Remove	0%	0
live oak	<i>Quercus virginiana</i>	16.1"	8354	Hazard	Remove	0%	0
live oak	<i>Quercus virginiana</i>	12.3"	8355	Hazard	Remove	0%	0
live oak	<i>Quercus virginiana</i>	15.7"	8356	Hazard	Remove	0%	0
live oak	<i>Quercus virginiana</i>	18.8"	8358	Hazard	Remove	0%	0
live oak	<i>Quercus virginiana</i>	11.8"	8370	Healthy	Remove	0%	0
live oak	<i>Quercus virginiana</i>	11.8"	8370	Healthy	Remove	0%	0

1 LARRY CHENREIN BEING A LANDSCAPE ARCHITECT FOR THE IDENTIFIED ON THIS SURVEY ARE CORRECT AND THAT ALL PROTECTED TREES HAVE BEEN SHOWN.

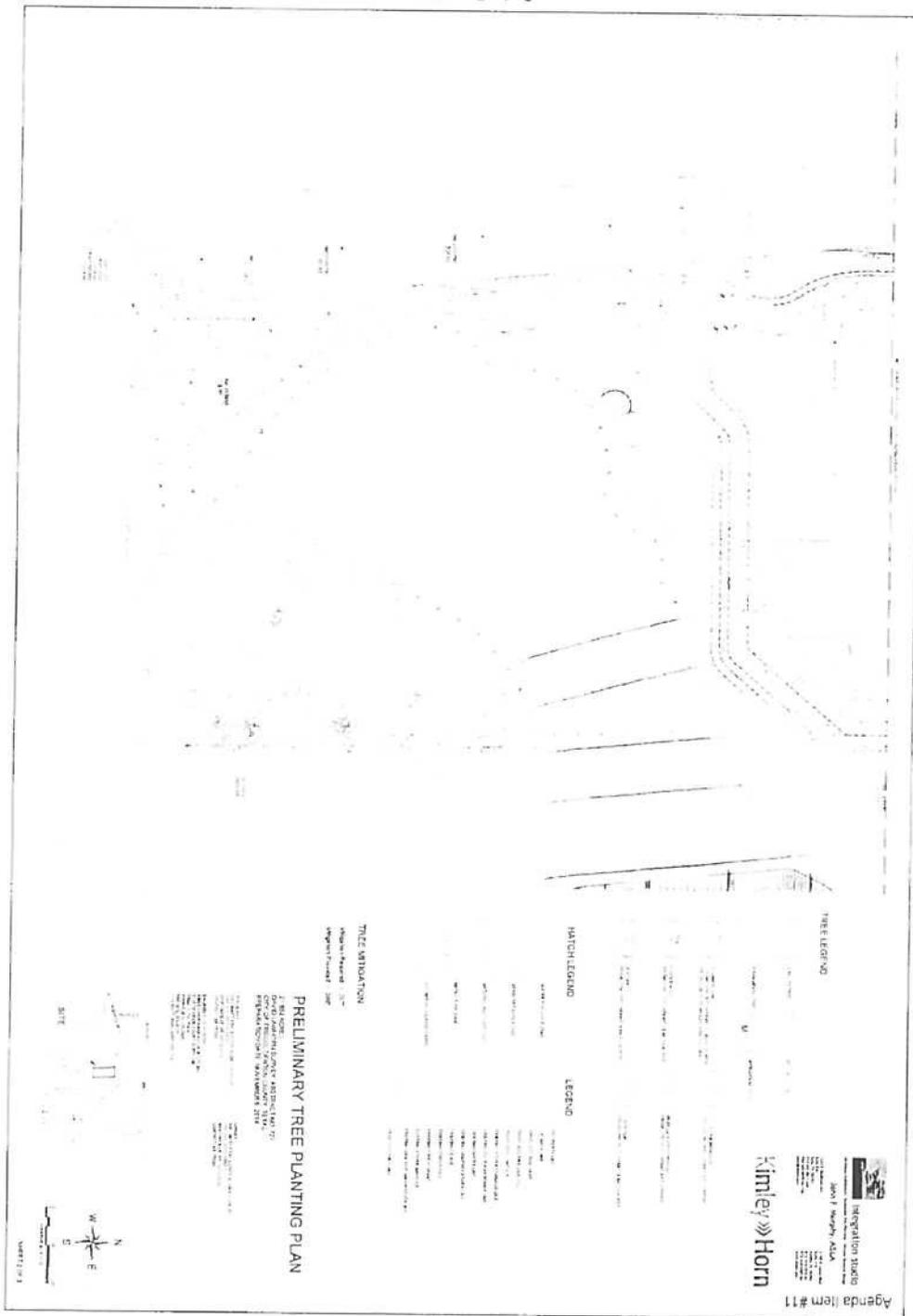
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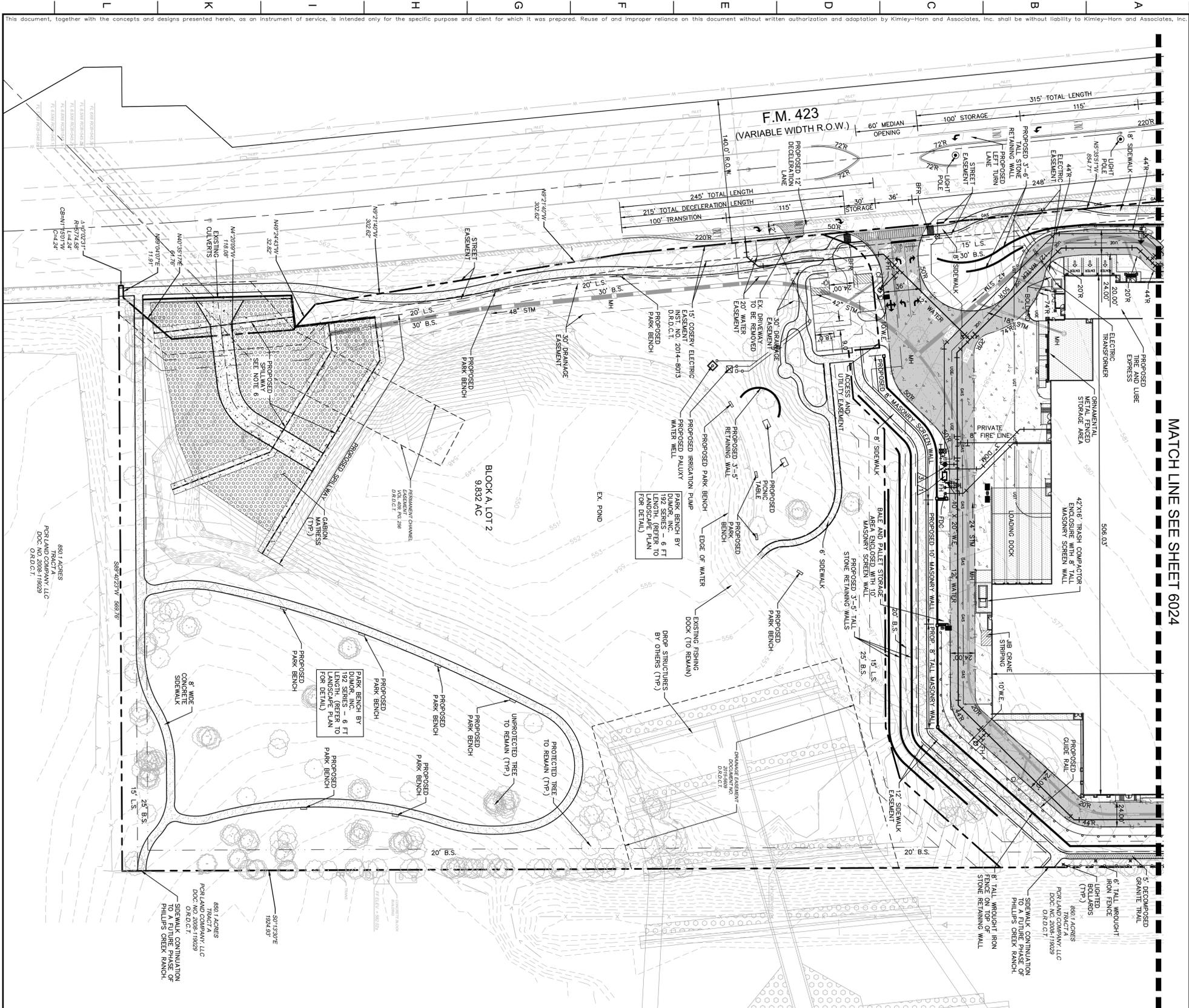
PHONE:

SIGNATURE:

DETAILED TREE SURVEY AND TREE PRESERVATION PLAN:
 BLOCK A, LOTS 1 & 2
 27.852 ACRES
 DAVID LAWHORN SURVEY, ABSTRACT NO. 727
 CITY OF FRISCO, DENTON COUNTY, TX
 PREPARATION DATE: JUNE 13, 2016
 CITY PROJECT NO.: SP75-0006

<p>Walmart STORE #2463-00 C-182N-SGR-QR CITY OF FRISCO, TEXAS</p>	<p>DETAILED TREE SURVEY AND TREE PRESERVATION PLAN</p>	<p>SCALE AS SHOWN DESIGNED BY WSR DRAWN BY WSR CHECKED BY HV</p>		<p>Kimley-Horn © 2016 KIMLEY-HORN AND ASSOCIATES, INC. 5750 GENESIS COURT, SUITE 200, FRISCO, TX 75034 PHONE: 972-335-3580 WWW.KIMLEY-HORN.COM TEXAS REGISTERED ENGINEERING FIRM F-928</p>	<p>No. _____</p>	<p>REVISIONS _____</p>	<p>DATE _____</p>
					<p>OWNER/APPLICANT: VALA-MART REAL ESTATE BUSINESS TRUST 2001 S.E. 10TH STREET BENTONVILLE, ARKANSAS 72716-0500 CONTACT: KIMBLE WALK</p>	<p>ENGINEER/SURVEYOR: KIMLEY-HORN AND ASSOCIATES, INC. 5750 GENESIS COURT, SUITE 200 FRISCO, TX 75034 PHONE: 972-335-3580 FAX: (972) 335-3779 CONTACT: KEITH VOYLES, P.E.</p>	<p>PROJECT NO. 65392480</p>



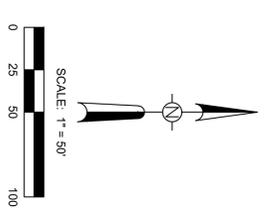
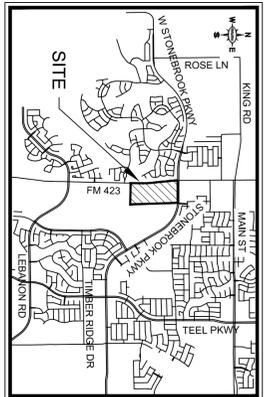


MATCH LINE SEE SHEET 6024

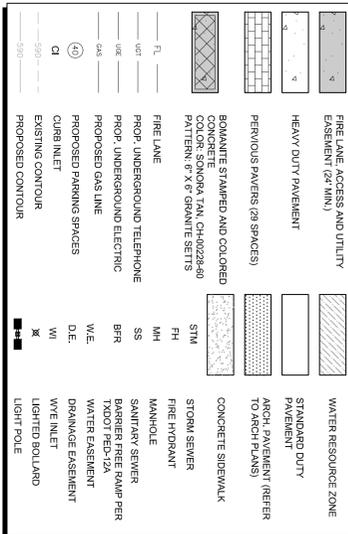
SITE DATA SUMMARY TABLE

LOT DESIGNATION	1	2
ZONING	PD-241-RETAIL	PD
LOT DESIGNATION	BIG BOX RETAIL BUILDING	PROPOSED PARK
LOT AREA / SQ. FT. AND AC	242,441 SQ. FT. / 5.55 AC	429,276 SQ. FT. / 9.83 AC
BUILDING FOOTPRINT	186,874 SQ. FT.	-
BUILDING HEIGHT	1-5 STORY / 40 FT. MAX	-
MAX. ALLOWABLE LOT COVERAGE	40%	-
ACTUAL LOT COVERAGE	24%	-
FLOOR AREA RATIO	1.241	-
BASE ZONING PARKING REQUIRED	738 SPACES	-
BIG BOX RETAIL BUILDINGS 1 PM 250 S.F.	729 SPACES	-
KIOSK AND GAS PUMPS	4 SPACES	-
PD-241 PARKING REQUIRED	718 SPACES	10 SPACES
PARKING PROVIDED	718 SPACES (741 SPACES)	10 SPACES
TOTAL ACCESSIBLE REQUIRED	17 SPACES	1 SPACE
TOTAL ACCESSIBLE PROVIDED	24 SPACES	-
WATER RESOURCE ZONE REQUIRED	11,662 SQ. FT.	-
WATER RESOURCE ZONE PROVIDED	19,802 SQ. FT.	-
OPEN SPACE REQUIRED	54,946 SQ. FT. (7%)	-
OPEN SPACE PROVIDED	80,918 SQ. FT.	-
SO. FT. IMPERVIOUS SURFACE	636,066 SQ. FT.	-

* ACCESSIBLE PARKING IS PROVIDED IN ACCORDANCE WITH ADA STANDARDS
 ** AN ADDITIONAL 23 PARKING SPACES ARE AVAILABLE IN LANDSCAPE NORTH OF MAIN PARKING FIELD NEEDED



LEGEND



GENERAL NOTES

1. ALL ROAD ALONG FIRE LANE ARE MAX. 20" @ FACE OF CURB
2. ALL DIMENSIONS ARE TO FACE OF CURB UNLESS OTHERWISE NOTED
3. SITE IS NOT LOCATED IN A COOP-LAN PER FIRM 4812100200. NO LOOP-LAN EXISTS ON SITE.
4. ACCESSIBLE PARKING IS PROVIDED IN ACCORDANCE WITH ADA STANDARDS.
5. BARRIER FREE RAMPS SHALL BE INSTALLED AT ALL DRIVEWAY INTERSECTIONS ON F.M. 423 AND STONEBROOK HWY.
6. ALL DRIVES AND PARKING AREAS ARE TO BE CONSTRUCTED WITH CONCRETE.
7. ALL ROOF DRAINS WILL CONNECT TO PROPOSED UNDERGROUND STORM DRAINAGE SYSTEM.
8. PATTERED CONCRETE FORM LINERS FOR THE SPILLWAY RETAINING WALLS SHALL BE FITZGERALD RANCH NORTH LAKE IMPROVEMENTS. ALL OTHER EXPOSED VERTICAL FACES OF CONCRETE RETAINING WALLS SHALL HAVE A STONE VENEER.

CITY OF FRISCO SITE PLAN NOTES

1. ANY REVISIONS TO THIS PLAN WILL REQUIRE CITY APPROVAL AND WILL REQUIRE REVISIONS TO ANY CORRESPONDING PLANS TO AVOID CONFLICTS BETWEEN PLANS.
2. OPEN STORAGE, WHERE PERMITTED, WILL BE SCREENED IN ACCORDANCE WITH THE COMPREHENSIVE ZONING ORDINANCE.
3. BUILDINGS OF 5,000 SQUARE FEET OR GREATER WILL BE 100% FIRE SPRINKLED. ALTERNATIVE FIRE PROTECTION MEASURES MAY BE APPROVED BY THE DEPARTMENT.
4. ALL SIGNAGE IS SUBJECT TO BUILDING INSPECTION DIVISION APPROVAL.
5. ALL FENCES AND RETAINING WALLS SHALL BE SHOWN ON THE SITE PLAN AND ARE SUBJECT TO BUILDING INSPECTION DIVISION APPROVAL.

ID	TYPE	SIZE	NO.	SAN. SEV.
1	DOCK	3'	1	6"
2	DOCK	11'2"	1	6"
3	FRIG.	2'	1	-

APPROVED _____ DATE _____ INITIALS _____

STAFF _____ DATE _____ INITIALS _____

P&Z _____ DATE _____ INITIALS _____

See the Staff Approval Letter or P&Z Results Memo for any conditions associated with the approval of this project.

SITE PLAN

STONEBROOK MARKETPLACE
 BLOCK A, LOTS 1 & 2
 27,852 ACRES
 DAVID LAWHORN SURVEY, ABSTRACT NO. 727
 CITY OF FRISCO, DENTON COUNTY, TX
 PREPARATION DATE: JUNE 13, 2016
 CITY PROJECT NO.: SP15-0006

OWNER/APPLICANT:
 WALK-AMAR REAL ESTATE BUSINESS TRUST
 2001 S.E. 10TH STREET
 SUITE 200
 PHOENIX, AZ 85016
 CONTACT: TOM RICHARDS

ENGINEER/SURVEYOR:
 KIMLEY-HORN AND ASSOCIATES, INC.
 5750 GENESIS COURT SUITE 200
 FRISCO, TX 75034
 PHONE: (972) 333-3590
 FAX: (972) 333-3779
 CONTACT: HEATH VOYLES, P.E.

Walmart STORE #2463-00
 C-182N-SGR-QR
 CITY OF FRISCO, TEXAS

SITE PLAN

SCALE AS SHOWN
 DESIGNED BY WSR
 DRAWN BY WSR
 CHECKED BY HV



Kimley & Horn
 © 2016 KIMLEY-HORN AND ASSOCIATES, INC.
 5750 GENESIS COURT, SUITE 200, FRISCO, TX 75034
 PHONE: 972-333-3580
 WWW.KIMLEY-HORN.COM
 TEXAS REGISTERED ENGINEERING FIRM F-928

No.	REVISIONS	DATE

DATE: 06/13/2016
 PROJECT NO.: 63362460
 SHEET NUMBER: 6025

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

THE CONVEYANCE OF THE PROPERTY HEREIN IS MADE ON AN "AS-IS, WHERE-IS, WITH ALL FAULTS" BASIS, AND GRANTEE, AS EVIDENCED BY THE ACCEPTANCE OF THE DEED, EXPRESSLY ACKNOWLEDGES THAT EXCEPT AS OTHERWISE SPECIFIED HEREIN, GRANTOR MAKES NO REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED OR ARISING BY OPERATION OF LAW, INCLUDING BUT NOT LIMITED TO ANY WARRANTY OF CONDITION, HABITABILITY, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE.

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

EXECUTED on the dates of the acknowledgments, but to be EFFECTIVE on the Effective Date.

GRANTOR:

_____, _____,
a _____

By: _____

Printed Name: _____

Its: _____

AGREED AND ACCEPTED:

CITY OF FRISCO, TEXAS

By: _____
George Purefoy, City Manager

SPECIAL WARRANTY DEED (WAL-MART PARKLAND, _____ ± ACRES)
1869105

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STATE OF TEXAS §
 §
COUNTY OF COLLIN §

BEFORE ME, the undersigned authority, on this day personally appeared **GEORGE PUREFOY**, 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 _____, 2016.

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 _____, 2016.

Notary Public, State of Texas
My Commission Expires: _____

Exhibit 1
Legal Description and Depiction of Property

SPECIAL WARRANTY DEED (WAL-MART PARKLAND, ____ ± ACRES)
1869105

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**Exhibit 2
Permitted Exceptions**

SPECIAL WARRANTY DEED (WAL-MART PARKLAND, ____ ± ACRES)
1869105

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DEVELOPMENT AGREEMENT – WAL-MART AT FM 423 AND STONEBROOK
1708340.4

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Exhibit E
Legal Description and Depiction of Parkland

BEING a tract of land situated in the David Lawhorn Survey, Abstract No. 727, City of Frisco, Denton County, Texas and being part of tract of land described in Special Warranty Deed to Wal-Mart Real Estate Business Trust, recorded in Instrument No. 2014-48748, Official Records of Denton County, Texas and being more particularly described as follows:

BEGINNING a 5/8" iron rod with plastic cap stamped "KHA" found at the southeast corner of said Wal-Mart Real Estate Business Trust tract and at an interior corner of a tract of land described in Special Warranty Deed to Toll Dallas TX LLC, recorded in Instrument No. 2015-22256, Official Records of Denton County, Texas, from which, a 1" iron rod found bears North 0°13'30" West, a distance of 10.50 feet, a 5/8" iron rod with cap found bears South 67°51' East, a distance of 0.4 feet;

THENCE with a north line of said Toll Dallas TX LLC tract, South 89°40'23" West, at a distance of 332.00 feet, passing the westernmost northwest corner of said Toll Dallas TX LLC tract, continuing with the north line of a 850.1 acre tract of land described in deed to PCR Land Company, LLC recorded in Document No. 2008-119029 of the Official Records of Denton County, Texas, in all a total distance of 569.76 feet to a 5/8" iron rod with plastic cap stamped "KHA" found in said east right-of-way line at the beginning of a non-tangent curve to the left having a central angle of 0°02'31", a radius of 5774.58 feet, a chord bearing and distance of North 1°15'01" West, 4.24 feet;

THENCE with said east right-of-way line, the following courses and distances to wit:
In a northwesterly direction, with said curve to the left, an arc distance of 4.24 feet to a 5/8" iron rod with plastic cap stamped "KHA" found for corner;
North 89°04'07" East, a distance of 11.91 feet to a 5/8" iron rod with plastic cap stamped "KHA" found for corner;
North 40°35'17" East, a distance of 61.76 feet to an aluminum disk found for corner;
North 4°20'09" West, a distance of 118.08 feet to a 5/8" iron rod with plastic cap stamped "KHA" found for corner;
North 49°24'43" West, a distance of 32.82 feet to a 5/8" iron rod with plastic cap stamped "KHA" found for corner;
North 9°21'40" West, a distance of 302.62 feet to a 5/8" iron rod with plastic cap stamped "KHA" found for corner, from which, a 1/2" iron rod with cap found bears North 17°48' East, a distance of 1.0 feet;
North 5°35'51" West, a distance of 193.80 feet to a point for corner;

THENCE departing said east right-of-way line, the following courses and distances to wit:
North 20°13'38" East, a distance of 23.82 feet to a point at the beginning of a tangent curve to the right having a central angle of 64°12'43", a radius of 40.50 feet, a chord bearing and distance of North 52°19'59" East, 43.05 feet;
In a northeasterly direction, with said curve to the right, an arc distance of 45.39 feet to a point for corner;
North 84°26'21" East, a distance of 68.45 feet to a point for corner;
South 5°33'39" East, a distance of 30.00 feet to a point for corner;
North 84°26'21" East, a distance of 46.88 feet to a point for corner;

North 44°35'45" East, a distance of 42.37 feet to a point for corner;
North 89°46'30" East, a distance of 289.97 feet to a point for corner;
North 74°30'48" East, a distance of 51.36 feet to a point for corner;
North 41°47'30" East, a distance of 130.81 feet to a point for corner in the west line of said PCR Land Company, LLC tract;

THENCE with said west line, South 0°13'30" East, at a distance of 509.01 feet, passing the northernmost northwest corner of said Toll Dallas TX LLC tract, continuing with a westerly line of said Toll Dallas TX LLC tract, in all a total distance of 851.17 feet to a the **POINT OF BEGINNING** and containing 9.831 acres or 428,223 square feet of land;

Bearing system based on the Texas Coordinate System of 1983, North Central Zone (4202), North American Datum of 1983(2011).

Exhibit F
Developer Affiliates

Wal-Mart Stores, Inc.
Wal-Mart Stores East, LP
Wal-Mart Realty Company
Wal-Mart Property Company
Sam's Real Estate Business Trust
Wal-Mart TRS, LLC
Sam's TRS, LLC
Benchmark Realty Advisors, Inc.
North Arkansas Wholesale Company, Inc.
Sam's PW, Inc.
Wal-Mart Stores Arkansas, LLC
Wal-Mart Stores Texas, LLC
Wal-Mart Louisiana, LLC
WSE Management, LLC
Wal-Mart Stores East, LLC
Sam's East, Inc.
Sam's West, Inc.
Wal-Mart.com USA, LLC