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**DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR FRISCO SQUARE**

This **DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR FRISCO SQUARE** (the "Declaration") is made effective this 6th day of February, 2007, by **FRISCO SQUARE LAND, LTD.**, a Texas limited partnership, **FRISCO SQUARE B1-6F1-11, LTD.**, a Texas limited partnership, **FRISCO SQUARE B1-7F1-10, LTD.**, a Texas limited partnership, and **FRISCO SQUARE PROPERTIES, LTD.**, a Texas limited partnership (collectively, "Frisco Square" and purposes herein, "Declarant"), and their successors and assigns.

RECITALS:

A. Declarant is the fee simple owner of certain real property located in the City of Frisco, Collin County, Texas, being described on Exhibit A attached to this Declaration and incorporated herein by reference (the "Property").

B. Declarant and the City entered into that certain First Supplement to Frisco Square Development Agreement, which, among other things, sets forth certain maintenance obligations of Declarant with respect to the Property and with respect to portions of real property located within the Frisco Square Management District, a special district created pursuant to Article XVI, Section 59 of the Texas Constitution, being described on Exhibit C attached to this Declaration and incorporated herein by reference (the "FSMD Property").

C. In order to protect the value and desirability of the Property, Declarant desires to subject the Property to the covenants, conditions and restrictions set forth herein.

D. Declarant has deemed it desirable, and in the best interest of the Owners to create a non-profit corporation to which would be delegated and assigned the powers and responsibilities of maintaining the Common Areas, the FSMD Property, enforcing this Declaration, collecting and disbursing the Assessments and charges created herein and performing all other functions as set forth in this Declaration.

NOW THEREFORE, Declarant hereby declares that the Property and such additions thereto as may be made pursuant to the terms hereof is and shall be held, transferred, sold, mortgaged, conveyed and occupied subject to the covenants, conditions and restrictions set forth herein.

ARTICLE I

DEFINITIONS

Section 1.1. Definitions. As used in this Declaration, the following terms shall have the meanings set forth below:

"Allocated Interests." The percentage of Common Expenses allocated to each Owner, which has been determined by dividing the square footage of all Parcels owned by each Owner by the square footage of all Parcels on the Property.

"Assessments." Regular Assessments, Special Assessments and other charges owing to the Association by an Owner or levied against a Parcel by the Association.

"Association." Frisco Square Property Owners Association, Inc., a Texas non-profit corporation, being an association of all Owners.

"Board of Directors." The Board of Directors of the Association as named in the Certificate of Formation and their successors as duly elected and qualified from time to time.

"Bylaws." The bylaws of the Association, adopted by the Board of Directors, as amended from time to time.

"Certificate of Formation." The certificate of formation of the Association filed with the Secretary of State of Texas, as amended from time to time.

"City." The City of Frisco, Texas, a Texas home rule municipal corporation.

"Common Areas." Those open space areas, public parkways and medians, monument features, preserved areas and other areas being described on Exhibit B attached to this Declaration and incorporated herein by reference.

"Common Expenses." Expenses for which the Association is responsible, including those related to: (i) the Development Agreement Expenses; (ii) the Landscaping Obligations, (iii) the maintenance of all Common Areas and signage, sculpture, statuary, benches and other hardscape improvements on the Common Areas (but not the initial design, installation or construction or installation of such hardscape improvements), (iv) all insurance required to be purchased and maintained by the Association, as described in Section 9.2 of this Declaration, (v) reasonable reserves as deemed appropriate by the Board of Directors with respect to the Common Areas and (vi) such other costs, expenses and charges as may be reasonably related to the proper maintenance, care, operation and administration of the Association.

"County." Collin County, Texas.

"Declarant Control." The period commencing on the date of this Declaration and continuing until the date that at least 90% of the Property owned by Declarant has been conveyed by Declarant to Owners other than Declarant.

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"Debt Service." Certain debt issued by the City for the construction of certain improvements located on the FSMD Property, of which 50% is to be repaid by Declarant and 50% is to be repaid by the City.

"Development Agreement." That certain Frisco Square Development Agreement, executed by the City and Frisco Square Ltd., a Texas limited partnership, dated as of July 28, 2000, as supplemented by that certain First Supplement to Frisco Square Development Agreement, executed by Declarant and the City, dated as of February 12, 2007.

"Development Agreement Expenses." Expenses allocated to Declarant under the Development Agreement for which each Owner is responsible, including: (a) Declarant's portion of the Debt Service, as described in the Development Agreement; and (b) Declarant's portion of all other expenses incurred in connection with the funding, maintenance and installation of certain improvements on the FSMD Property.

"Governing Documents." Individually and collectively, the Bylaws, Certificate of Formation, and this Declaration adopted by the Board of Directors and as amended from time to time, relating to the appearance, use and occupancy of the Property.

"Landscaping Obligations." The landscaping maintenance obligations on the Property, as described in Section 7.1 of this Declaration.

"Maintenance Easement." An easement as more particularly described in Section 7.3 of this Declaration.

"Member in Good Standing." The definition set forth in Section 3.5 of this Declaration.

"Members." All present and future Owners.

"Owner." The record owner of fee simple title to any Parcel (including Declarant), but excluding those persons having an interest solely as security for an obligation.

"Parcel." Any portion of the Property owned by an Owner.

"Past Due Rate." The maximum lawful rate of interest under Texas law or, if no maximum lawful rate exists, the rate of 18% per annum.

"Prohibited Use." Has the definition set forth in Section 6.2 of this Declaration.

"Regular Assessment." Assessments established and collected by the Association pursuant to Section 5.1(a) of this Declaration for payment of the Common Expenses when due.

"Reserve Fund." A fund to be maintained by the Association for meeting unforeseen expenditures of the Association, purchasing any additional equipment or services deemed necessary by the Association, and for operating and maintaining the Common Areas.

"Special Assessment." Assessments established from time to time by the Association pursuant to Section 5.1(c) of this Declaration.

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"Voting Interests." The number of votes each Owner may be entitled to exercise, which shall be equal in weight to such Owner's Allocated Interests.

ARTICLE II

PROPERTY SUBJECT TO DECLARATION

Section 2.1. Property Subject to Declaration. The Property shall be subject to this Declaration and the other Governing Documents, and all Owners and their tenants, guests, or invitees shall be subject to the terms and conditions of the Governing Documents.

Section 2.2. Supplemental Property. Declarant may subject additional land to this Declaration by the filing of record of a Supplementary Declaration which describes such additional property and subjects such additional property to the terms and provisions of this Declaration and the Governing Documents.

ARTICLE III

MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION

Section 3.1. The Association. Declarant has caused the Association to be organized and formed as a non-profit corporation under the laws of the State of Texas.

Section 3.2. Membership. Each Owner shall automatically be and must remain a Member in Good Standing, subject to the terms of the Governing Documents. Membership in the Association shall be appurtenant to and may not be separated from the interest of an Owner in its Parcel. The membership of an Owner in the Association shall terminate automatically whenever such Owner ceases to be an Owner, except that such termination shall not release or relieve such former Owner from any liability or obligation arising under the Governing Documents during its period of ownership of a Parcel.

Section 3.3. Transfer. Membership of an Owner in the Association may not be severed from or in any way transferred, pledged, mortgaged or alienated except upon the sale or assignment of said Owner's interest in all or any part of a Parcel and then only to the purchaser or assignee as the new Owner thereof. Any transfer of title to any Parcel shall operate automatically to transfer membership in the Association appurtenant to such Parcel to the new Owner. Any attempt to make a prohibited severance, transfer, pledge, mortgage or alienation shall be void *ab initio* and of no further force or effect. Each Owner shall notify the Association of any transfer of such Owner's fee title to any part of a Parcel within 30 days of such transfer.

Section 3.4. Voting. Each Owner shall be entitled to cast a number of votes equal to such Owner's Voting Interests. Any matter described in this Declaration as requiring approval by a stated percentage or a majority of the Owners shall be calculated on the basis of the Voting Interests. Declarant shall have the right to appoint and remove members of the Board of Directors during Declarant Control. If Declarant voluntarily surrenders control prior to the termination of Declarant Control, Declarant may require that specified actions of the Association be subject to Declarant approval until the expiration of Declarant Control.

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Section 3.5. Member In Good Standing. A Member shall be considered to be a Member in Good Standing and eligible to vote if such Member:

- (a) Has, at least ten days prior to the taking of any vote by the Association, fully paid all Assessments levied by the Association; and
- (b) Has discharged all other obligations to the Association as may be required of the Member under the Governing Documents.

Section 3.6. Suspended Voting Rights. All voting rights of an Owner may be suspended during any period that such Owner is delinquent in the payment of any Assessment duly established pursuant to this Declaration, or is otherwise in default under the terms of the Governing Documents.

Section 3.7. Quorum and Voting. Members in Good Standing holding 51% of the Voting Interests represented at a meeting of Members in person or by a legitimate proxy in a form approved by the Board of Directors, shall constitute a quorum for voting on matters brought before the Members at meetings called by the Board of Directors.

ARTICLE IV

POWERS AND DUTIES OF THE BOARD OF DIRECTORS

Section 4.1. Powers and Duties. The affairs of the Association shall be conducted by the Board of Directors. The Board of Directors shall be appointed or elected pursuant to the provisions of the Bylaws. In addition to the powers and duties enumerated in the Bylaws, the Board of Directors shall have the following powers and duties:

- (a) to make and enforce compliance with the Governing Documents, including amounts to be levied for violations of the Governing Documents;
- (b) to establish and collect Assessments;
- (c) to provide for the operation, maintenance, management, cleaning, sanitation, renewal, replacement, care and upkeep of the Common Areas, the FSMD Property as described in Section 7.3 of this Declaration, and all property, real or personal, of the Association;
- (d) to use and expend any sums collected from Assessments for the operation, maintenance, renewal, care and upkeep of the Common Areas and the FSMD Property as described in Section 7.3 of this Declaration;
- (e) to enter into such contracts and agreements or to employ or contract with independent contractors or agents as are necessary to carry out the duties of the Board of Directors set forth in the Governing Documents;

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- (f) borrow and repay monies and give notes, mortgages or other security upon the terms which are deemed reasonable by the Board of Directors;
- (g) To establish and maintain the Reserve Fund out of Regular Assessments;
- (h) pay all taxes and assessments levied or assessed against any property that may be owned by the Association, exclusive of any taxes or assessments levied against any Member or otherwise properly chargeable to such Member;
- (i) adopt a budget for each fiscal year which shall contain estimates of the costs and expenses of the Association and the proposed Regular Assessments;
- (j) collect delinquent Assessments against any Parcel and the Owner thereof, whether by suit or otherwise and to abate any nuisance and enforce the terms of this Declaration by injunction or other legal action or means which the Board of Directors may deem necessary or appropriate;
- (k) grant and reserve easements, leases, licenses or concessions where necessary or desirable for utilities, routes of ingress and egress, or any other purpose, over the Common Areas;
- (l) to contract for and maintain such policies of insurance as may be required by the Governing Documents or as the Board of Directors deems necessary or desirable;
- (m) to take action necessary to protect or defend the property of the Association from loss or damage by suit or otherwise and to sue and defend in any court of law on behalf of the Association;
- (n) establish operating, escrow and other accounts in the name of the Association as the Board of Directors may deem appropriate from time to time;
- (o) to cause a complete review of the books and accounts of the Association to be made by a competent independent public accountant at the end of each fiscal year and at any other time or times deemed necessary;
- (p) to maintain accounting records; and
- (q) do all things incidental and necessary to the accomplishment of the foregoing.

ARTICLE V

ASSESSMENTS

Section 5.1. Regular and Special Assessments by the Association. The Association shall possess the right, power, authority and obligation to establish a Regular Assessment for payment of the Common Expenses and such Special Assessments as provided for in this Declaration.

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(a) Common Expenses. The Association shall possess the right, power, authority and obligation to establish a Regular Assessment sufficient in the judgment of the Association to pay all Common Expenses when due. Such Regular Assessments so established shall be payable by the Owners on the first day of each calendar month, and shall be applied to the payment of Common Expenses for which the Association is responsible, including maintenance, repair and care of the Common Areas.

(b) Budget for Common Expenses. Prior to the commencement of each fiscal year of the Association, the Association shall prepare and deliver to each of the Owners a budget. Such budget shall be in sufficient detail so as to inform each Owner of the nature and extent of the Common Expenses anticipated to be incurred in the upcoming fiscal year, and shall be accompanied by a statement setting forth each Owner's monthly share thereof, which, except for payments of Debt Service, shall be determined in accordance with such Owner's Allocated Interests, and the date as of which such Regular Assessment commences to be payable. Each Owner's pro rata share of Debt Service payments shall be based upon the value of such Owner's Parcel(s), which shall be calculated by dividing the value of the real property and real property improvements with respect to each Owner's Parcel, as determined by the Collin County Central Appraisal District ("CCCAD"), divided by the CCCAD assessed value of all the real property and real property improvements within the Property. No further communication shall be necessary to establish the amount of each Owner's obligation regarding the Regular Assessment payable hereunder, and the failure of the Association to timely deliver such budget shall in no event excuse or relieve an Owner from the payment of the Regular Assessments contemplated hereby, in which case, each Owner shall pay to the Association an amount equal to such Owner's Regular Assessment for the prior calendar month. Any budget prepared and delivered to the Owners as contemplated in Section 5.1(b) of this Declaration may be amended as and to the extent reasonably necessary, and the amount of an Owner's Regular Assessment changed to correspond therewith. If the proposed budget for a fiscal year increases more than 20% above the budget for the preceding fiscal year, such budget must be approved by the Members in Good Standing holding not less than 67% of the Voting Interests.

(c) Special Assessments by Association. In addition to the Regular Assessments contemplated by Sections 5.1(a) and (b) of this Declaration, the Association shall possess the right, power, authority and obligation to establish Special Assessments from time to time as may be necessary or appropriate in the judgment of the Association to pay non-recurring Common Expenses relating to the proper maintenance, care, alteration, improvement, replacement, operation and management of the Common Areas and the administration of the Association. If a Special Assessment to be assessed for a fiscal year exceeds \$25,000, such Special Assessment must be approved by the Members in Good Standing holding not less than 67% of the Voting Interests.

Section 5.2. Obligation to Pay Assessments. Each Owner shall be personally obligated to pay its share of all Assessments duly established pursuant to this Declaration to the Association. Unpaid Assessments due as of the date of the conveyance or transfer of a Parcel shall not constitute a personal obligation of the new Owner (other than such the new Owner's pro

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rata share of any reallocation thereof); however, the former Owner shall continue to be personally liable for such unpaid Assessment. No Owner shall be entitled to exemption from liability for the Owner's obligation to pay such Assessments by waiver of the use and enjoyment of the Common Areas by an abandonment of the Parcel or by any other action or otherwise. Any Assessment not paid within 30 days of the date due shall bear interest at the Past Due Rate, and shall be recoverable by the Association, together with interest as aforesaid and all costs and expenses of collection, including reasonable attorneys' fees, by suit in a court of competent jurisdiction sitting in the County. It shall be the responsibility of the Association to collect any such delinquent Assessment, the existence of which shall be made known by written notice delivered to the defaulting Owner and, where requested, the any mortgagee of an Owner.

Section 5.3. Assessment Lien and Foreclosure. ALL SUMS ASSESSED IN THE MANNER PROVIDED FOR IN THIS ARTICLE V, TOGETHER WITH INTEREST FROM SUCH DUE DATE AT THE PAST DUE RATE AND THE COSTS OF COLLECTION, INCLUDING REASONABLE ATTORNEY'S FEES, ARE SECURED BY A CONTINUING CONTRACTUAL LIEN AND CHARGE ON EACH PARCEL COVERED BY SUCH ASSESSMENT, WHICH SHALL BIND SUCH PARCEL AND THE OWNER THEREOF AND ITS HEIRS, SUCCESSORS, DEVISEES, PERSONAL REPRESENTATIVES AND ASSIGNEES. The aforesaid contractual lien shall attach to the Parcel as of the date of the recording of this Declaration and shall be superior to all liens other than (i) a deed of trust or mortgage constituting a lien on the land of an Owner, (ii) any sale and leaseback agreement or lease and subleaseback agreement whereby an Owner sells and simultaneously acquires a possessory interest under a lease or other agreement with such transferee, and (iii) the lien securing real estate taxes; provided, however, the types of liens referenced in (i) and (ii) above shall be inferior and subordinate to the lien securing the obligation to pay Assessments to the extent of all unpaid Assessments set forth in any recorded Notice of Unpaid Assessments existing as of the date of such other lien that has not be duly released by the Association. The Association shall have the power to subordinate the aforesaid Assessment lien to any other lien. To evidence any unpaid Assessment, the Association may prepare a written notice of unpaid Assessment (the "Notice of Unpaid Assessments") setting forth the amount of the unpaid Assessment, the name of the Owner of the affected Parcel, and a description of the affected Parcel. Such notice shall be recorded in the real property records of the County. The Association shall record an appropriate release of any recorded Notice of Unpaid Assessments when the amounts referenced therein have been paid. THE LIEN FOR PAYMENT OF ASSESSMENTS MAY BE ENFORCED BY FORECLOSURE OF THE LIEN UPON THE DEFAULTING OWNER'S PARCEL BY THE ASSOCIATION SUBSEQUENT TO THE RECORDING OF THE NOTICE OF UNPAID ASSESSMENTS AS PROVIDED ABOVE EITHER BY JUDICIAL FORECLOSURE OR BY NON-JUDICIAL FORECLOSURE THROUGH A PUBLIC SALE IN LIKE MANNER AS A DEED OF TRUST ON REAL PROPERTY IN ACCORDANCE WITH SECTION 51.002, TEXAS PROPERTY CODE, AS SUCH MAY BE AMENDED, REVISED, SUPPLEMENTED OR REPLACED FROM TIME TO TIME. In addition, the Association may institute suit against the Owner personally to obtain a judgment for unpaid Assessments. In any foreclosure proceeding, whether judicial or non-judicial, or in any other suit against the Owner, the Owner shall be required to pay the costs, expenses and reasonable attorneys' fees incurred by the Association.

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Section 5.4. Commencement of Obligation to Pay Assessments. Each Owner shall be obligated to commence payment of all Assessments against such Parcel on the date the Parcel is conveyed to the Owner. If such date is other than the first day of a month, then such Owner shall be obligated to pay only a pro rata share of the Assessment against such Parcel based on the number of days during such month that the Owner will hold title to the Parcel. Prior to the commencement of the obligation to pay the initial Regular Assessment, Declarant shall pay all the Common Expenses of the Property (excluding portions thereof allocable to reserves less Assessments payable by the other Owners); provided, however, nothing contained in this Declaration shall prevent Declarant from collecting from the purchaser of a Parcel at closing any expenses, such as insurance premiums, to the extent that Declarant prepaid such expenses on behalf of the Parcel being purchased.

Section 5.5. Alternative Actions. Nothing contained in this Declaration shall prohibit the Association from taking a deed in lieu of foreclosure or from filing suit to recover a money judgment for sums that may be secured by the lien.

Section 5.6. Certificate. Upon written request of an Owner, the Association shall furnish a certificate setting forth any unpaid Assessments owed by an Owner and confirmation of compliance with this Declaration as of the date such certificate is issued.

ARTICLE VI

USE LIMITATIONS

Section 6.1. Permitted Uses. The Property, each Parcel and all buildings constructed thereon may be used for any purpose that is allowed by applicable zoning regulations.

Section 6.2. Prohibited Uses. No Parcel or any building located thereon shall be used for a Prohibited Use, which, for the purposes hereof, shall mean any use or activity:

- (a) which is considered to be dangerous or which constitutes a nuisance, or is noxious or offensive by reason of the omission or discharge of noise, smoke, odorous or particulate matter, toxic or highly volatile materials, or the use of explosive materials;
- (b) for purposes of junk or salvage yards or any sexually oriented business establishment; or
- (c) which involves the generation, treatment, storage or disposal of Hazardous Substances in violation of applicable law, or which poses a substantial risk of release of any Hazardous Substances into the ground, air, surface water, ground water or any other medium. The term "Hazardous Substances" as used herein means any hazardous or toxic substance or waste as those terms are defined by any applicable federal, state or local law or regulation including, the Comprehensive Environmental Recovery Compensation and Liability Act, 42 U.S.C. §6901, et. seq. ("CERCLA") and the Resource Conservation and Recovery Act, 42 U.S.C. §6901, et. seq. ("RCRA") and asbestos, petroleum products and oil and other materials regulated by environmental law. A Prohibited Use shall also include any use or activity on any Parcel which would cause the Property or any portion

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thereof to become subject to regulation as a hazardous waste disposal facility under RCRA or the regulations promulgated thereunder or any equivalent state law.

ARTICLE VII

PROTECTIVE COVENANTS

Section 7.1. Landscaping Obligations. The Association shall have the duty and responsibility of causing the performance of the Landscaping Obligations and ensuring that all landscaping on the Common Areas is performed in accordance with the terms and conditions of the Governing Documents. Such Landscaping Obligations include:

- (a) maintenance and replacement of the irrigation systems on the Common Areas;
- (b) payment for any electricity charges associated with the operation of the irrigation systems;
- (c) maintenance and replacement of rain and freeze sensors in accordance with applicable City ordinances;
- (d) maintenance and replacement of wind sensors for any spray irrigation systems adjacent to roadways;
- (e) maintenance and replacement of all trees, shrubs, land cover and other related landscape features;
- (f) maintenance and replacement of all landscaped areas on the Common Areas, including supplying all services and supplies required for such landscape maintenance; and
- (g) any and all other landscaping maintenance reasonably necessary to maintain the Common Areas.

Section 7.2. Association's Maintenance of Common Areas. The Association shall have the duty and responsibility to keep the Common Areas in a well-maintained, clean and attractive condition at all times. With respect to Common Areas such maintenance shall include:

- (a) prompt removal of all litter, trash, refuse and wastes;
- (b) keeping all lawn and garden areas alive, free of weeds and vegetation-destroying insects and attractive, properly mowed, trimmed, watered and fertilized;
- (c) maintenance and repair of all signage located on the Common Areas; and
- (d) complying with all government, health, fire and police requirements.

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Section 7.3. Maintenance of FSMD Property. In accordance with the Development Agreement, the Association shall have the duty and responsibility of funding, installing and maintaining certain improvements within the FSMD Property, including:

- (a) the landscaping within the median and parkways of public rights-of-way;
- (b) the irrigation systems;
- (c) banners;
- (d) the sidewalks and garages;
- (e) the street furniture located within the City rights-of-way; and
- (f) Street lights at the time adjacent structures are constructed.

Section 7.4. Maintenance Easement. Declarant hereby grants and reserves a perpetual, irrevocable, assignable and non-exclusive Maintenance Easement over, on and across each Parcel for its own benefit and for the benefit of the Association for: (i) the reasonable maintenance of any Common Areas or other portions of the Property that Declarant or the Association is responsible for maintaining in accordance with this Declaration; (ii) the reasonable maintenance of a Parcel upon the failure of its Owner to do so, as described in Section 7.5 of this Declaration, (iii) the making of reasonable emergency repairs on the Property necessary to prevent damage to the Common Areas or to any other Parcel and (iv) for such other reasonable purposes as are deemed by the Association to be necessary for the performance of its obligations as described in this Declaration.

Section 7.5. Owner's Maintenance of Parcels. Each Owner shall have the duty and responsibility, at its sole cost and expense, to keep its Parcel in a well-maintained, clean and attractive condition at all times in a manner that is consistent with the quality of the maintenance of the Common Areas. Such maintenance shall include:

- (a) prompt removal of all litter, trash, refuse and wastes;
- (b) keeping all lawn and garden areas alive, free of weeds and vegetation-destroying insects and attractive, properly mowed, trimmed, watered and fertilized; and
- (c) complying with all government, health, fire and police requirements.

Section 7.6. Failure to Maintain Parcels. If such Owner has failed in any of the foregoing duties or responsibilities, the Board of Directors may give such Owner written notice of such failure and such Owner must within ten days after receiving such notice, commence to perform the care and maintenance required and pursue the same with due diligence to completion. Should any such Owner fail to fulfill this duty and responsibility within such period, then the Board of Directors shall have the right and power to enter onto such defaulting Owner's Parcel and perform such care and maintenance without any liability for damages for wrongful entry, trespass or otherwise to any person. Such defaulting Owner shall jointly and

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severally be liable for the cost of such work and shall promptly reimburse the Association for such cost. If such Owner shall fail to reimburse the Association within 30 days after receipt of a statement for such work from the Association, then said indebtedness shall constitute a lien against such defaulting Owner's Parcel. This debt shall bear interest at the Default Rate and be subject to the costs as provided in this Declaration and shall be collectable in the same manner as provided for herein. Such lien shall have the same attributes as the lien for Assessments set forth in Section 5.3 of this Declaration, which provisions are incorporated herein by reference, and the Board of Directors shall have identical powers and rights in all respects, including the right of foreclosure.

ARTICLE VIII

CASUALTY AND CONDEMNATION

Section 8.1. Casualty of Common Areas. If a partial or total destruction of the Common Areas occurs, or of any real property or improvements owned, maintained or used by the Association for the common benefit of the Owners, it shall be the duty of the Association to restore and repair the same to its former condition as promptly as is practicable and in a lawful and workmanlike manner. The proceeds of any insurance maintained pursuant hereto shall be used for such purpose, subject to the prior rights of any mortgagee whose interests may be protected by such policy.

Section 8.2. Casualty of Parcels. If all or any portion of a Parcel or any improvement on such Parcel is damaged or destroyed by fire or other casualty, it shall be the duty of the Owner of such Parcel to (a) rebuild, repair or reconstruct the damaged portion of the Parcel and the damaged portion of the improvements thereon in such a manner which will restore them to a condition and appearance in accordance with any applicable government regulations, or (b) raze and remove the damaged improvements, restoring the Parcel to substantially its original unimproved condition. The Owner of any Parcel on which damaged improvements are located shall be obligated to proceed with all due diligence hereunder.

Section 8.3. Taking of Common Areas. The term "taking" as used in this Article VIII shall mean condemnation by eminent domain or sale under threat of condemnation. In the event of a threatened taking of all or any portion of the Common Area, the Owners hereby appoint the Board of Directors to represent all of the Owners in connection with such taking. The Board of Directors shall act in its sole discretion with respect to any awards made in connection with the taking and shall be entitled to make a voluntary sale to the condemning authority in lieu of engaging a condemnation action. Any awards received on account of the taking shall be paid to the Association. In the event of a taking of less than all of the Common Area, the rules as to restoration and replacement of the Common Area shall apply as in the case of destruction of improvements upon the Common Areas.

Section 8.4. Taking of a Parcel. If any part of a Parcel is taken, the Owner of such Parcel shall either restore the Parcel to the extent practical to its original condition, or if it elects not to do so, then such Owner shall ensure that the remaining portion of its Parcel and the improvements on such Parcel are left in a safe and attractive condition.

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ARTICLE IX

MISCELLANEOUS

Section 9.1. Compliance and Default. Failure of an Owner to comply with any provision of the Governing Documents which is binding upon such Owner shall entitle the Association to the remedies provided in this Declaration and also to the following relief, none of which shall be exclusive of any other remedies:

- (a) suit for the recovery of damages or for injunctive relief, or both, which relief shall not be exclusive of other remedies provided at law or in equity; and
- (b) recovery of costs of litigation and reasonable attorneys' fees.

The failure of Declarant, the Association or the Board of Directors to enforce any covenant, restriction or other provision of the Governing Documents shall not constitute a waiver of the right to do so thereafter.

Section 9.2. Insurance. The Association shall keep and maintain, from and after the execution and delivery of this Declaration and until the expiration of the term hereof worker's compensation insurance covering all employees performing work in respect to the Common Areas and comprehensive general liability insurance against claims on account of bodily injury, death or property damage incurred upon any part of the Common Areas. Such insurance shall be in such terms and shall have such limits as determined by the Association.

Section 9.3. Amendments. This Declaration may be supplemented or amended at any time by (a) those Members in Good Standing holding not less than 51% of the Voting Interests, provided that Declarant, so long as Declarant is an Owner, consents thereto expressly and in writing, or (b) if the Association is not then in existence, Owners holding not less than 51% of the Voting Interests, provided that both such Owners and Declarant, so long as Declarant is an Owner, must consent thereto expressly and in writing. Notwithstanding the foregoing, in order for the Declaration to be terminated or amended or supplemented to withdraw a portion of the Property (a) those Members in Good Standing holding not less than 67% of the Voting Interests, provided that Declarant, so long as Declarant is an Owner, must consent thereto expressly and in writing, or (b) if the Association is not then in existence, Owners holding not less than 67% of the Voting Interests, provided that both such Owners and Declarant, so long as Declarant is an Owner, must consent thereto expressly and in writing. Any such supplement, amendment or termination shall become effective when an instrument or certified copy thereof is filed for record in the County with the signatures of the requisite number of Owners (and the signature of Declarant if required pursuant to the provisions hereof).

Section 9.4. Duration. The covenants and restrictions of this Declaration shall run with and bind the Property for 25 years from the execution date of the Declaration, after which time the Declaration shall be automatically extended for successive periods of five years unless amended or terminated in accordance with the provisions of Section 9.3 of this Declaration.

**DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR FRISCO SQUARE – Page 13**

Section 9.5. Notice. All notices or other communications required or permitted to be given pursuant to this Declaration shall be in writing and shall be considered as properly given if (i) mailed by first class United States mail, postage prepaid, registered or certified with return receipt requested, (ii) by delivering same in person to the intended addressee, (iii) by delivery to an independent third party commercial delivery service for same day or next day delivery and providing for evidence of receipt at the office of the intended addressee or (iv) by prepaid telegram, telex, or telefacsimile to the addressee. Notice so mailed shall be effective upon its deposit with the United States Postal Service or any successor thereto; notice sent by such a commercial delivery service shall be effective upon delivery to such commercial delivery service; notice given by personal delivery shall be effective only if and when received by the addressee; and notice given by other means shall be effective only if and when received at the office or designated place or machine of the intended addressee. For purposes of notice, the addresses of Declarant and the Association shall be as set forth below, the address of each Owner shall be the address of the Parcel; provided, however, that any party shall have the right to change its address for notice hereunder to any other location within the continental United States by the giving of 30 days' notice to the Association in the manner set forth herein:

Declarant: Frisco Square
16250 Dallas Parkway, Suite 102
Dallas, Texas 75248
Attn: Cathy Sweeney

The Association: Frisco Square Property Owners Association
8856 Coleman
Frisco, Texas 75034
Attn: Bobbi Welsh

Section 9.6. Severability. If any provisions of this Declaration are determined to be invalid, that determination shall not affect the validity or effect of the remaining provisions hereof or the remaining Governing Documents, all of which shall continue in effect as if the invalid provisions had not been included herein.

Section 9.7. Headings. The headings herein are for reference purposes only and shall not affect the meaning or interpretation of this Declaration.

Section 9.8. Gender; Plurals. Words of any gender used in this Declaration shall be held and construed to include any other gender; words used in this Declaration in the singular shall be held and construed to include the plural, and vice versa, as the context may require.

Section 9.9. Effective Date. This Declaration shall become effective when it has been fully executed and duly filed of record.

Section 9.10. Binding Nature. This Declaration shall inure to the benefit of and shall be binding on every Owner of any part of the Property, including Declarant, and their respective personal and legal representatives, heirs, successors and assigns.

**DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR FRISCO SQUARE - Page 14**

Section 9.11. Governing Law. THIS DECLARATION SHALL BE GOVERNED BY THE LAWS OF THE STATE OF TEXAS. VENUE FOR ANY ACTION BROUGHT IN CONNECTION WITH THIS DECLARATION SHALL BE IN COLLIN COUNTY, TEXAS.

**DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR FRISCO SQUARE – Page 15**

IN WITNESS WHEREOF, Declarant has set its hand and seal the day and year first written above.

FRISCO SQUARE LAND LTD.,
a Texas limited partnership

By: Fairways FS Land, LLC
Its General Partner

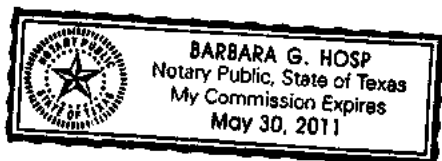
By: Cathy R Sweeney
Name: Cathy Sweeney
Title: Manager

THE STATE OF TEXAS §
 §
COUNTY OF COLLIN §

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared Cathy R Sweeney, known to me as the person and officer whose name is' subscribed to the foregoing instrument and acknowledged to me that the same was the act of the said PARTNERSHIP, and that he/she executed the same as the act of such PARTNERSHIP [corporation] for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this, the 6 day of July 2007.

Barbara G Hosp
Notary Public in and for the State of Texas



DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR FRISCO SQUARE - Page 16

FRISCO SQUARE B1-6 F1-11, LTD.,
a Texas limited partnership

By: Fairway FS B1-6 F1-11, LLC
Its General Partner

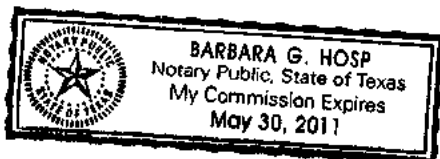
By: Cathy R Sweeney
Name: Cathy R Sweeney
Title: Manager

THE STATE OF TEXAS §
 §
COUNTY OF Collin §

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared Cathy R Sweeney, known to me as the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of the said PARTNERSHIP, and that he/she executed the same as the act of such PARTNERSHIP [corporation] for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this, the 6 day of July 2007.

Barbara G Hosp
Notary Public in and for the State of Texas



DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR FRISCO SQUARE - Page 17

FRISCO SQUARE B1-7 F1-10, LTD.,
a Texas limited partnership

By: Fairway FS B1-7 F1-10, LLC
Its General Partner

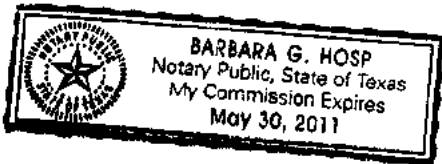
By: Cathy R Sweeney
Name: Cathy R Sweeney
Title: Manager

THE STATE OF TEXAS §
 §
COUNTY OF Collin §

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared Cathy R Sweeney, known to me as the person and officer whose name is' subscribed to the foregoing instrument and acknowledged to me that the same was the act of the said PARTNERSHIP, and that he/she executed the same as the act of such PARTNERSHIP [corporation] for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this, the 6 day of July 2007.

Barbara G. Hosp
Notary Public in and for the State of Texas



**DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR FRISCO SQUARE – Page 18**

FRISCO SQUARE PROPERTIES, LTD.,
a Texas limited partnership

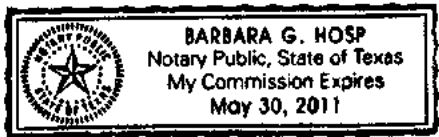
By: Fairway FS Properties, LLC
Its General Partner

By: Cathy R Sweeney
Name: Cathy R Sweeney
Title: Manager

THE STATE OF TEXAS §
 §
COUNTY OF COLIN §

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared CATHY R. Sweeney, known to me as the person and officer whose name is' subscribed to the foregoing instrument and acknowledged to me that the same was the act of the said PARTNERSHIP, and that he/she executed the same as the act of such PARTNERSHIP [corporation] for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this, the 6 day of July 2007.



Barbara G Hosp
Notary Public in and for the State of Texas

Executed for the Purpose of Approval only!
APPROVED AS TO FORM:

CITY OF FRISCO, TEXAS

By: Nell Gange, Assistant City Manager
City Manager or Authorized Designee

**DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR FRISCO SQUARE - Page 19**

EXHIBIT "A"

Property Description

GF# 000717592 -M
Commitment No., 44-903-80- 000717592

LEGAL

DESCRIPTION TRACT 1:

BEING a tract of land situated in the W. B. Watkins Survey Abstract No. 1004, in the City of Frisco, Collin County, Texas; said tract being part of land conveyed to Frisco Square Ltd. as recorded in Collin County Clerk's File No. 2005-004994 Deed Records Collin County, Texas (DRCCT); and being more particularly described as follows:

BEGINNING at a 1/2" iron rod found for corner at the north end of a corner clip at the intersection of the east line of Dallas North Tollway (a 310 ft. right-of-way) with the south line of Main Street (a variable width right-of-way as recorded in Collin County Clerk's File No. 2005-0071194 DRCCT;

THENCE North 86°07'47" East, along the south line of said Main Street, for a distance of 39.33 feet to a 1/2" iron rod for corner on the south line of a 24 ft. wide strip of land conveyed to the City of Frisco as recorded in Collin County Clerk's File No. 2000-0081361 DRCCT;

THENCE along the south line of said City of Frisco tract with a circular curve to the left having a central angle of 02°34'14", a radius of 5,793.61 feet, a tangent length of 129.98 feet, and a chord of North 87°01'27" East 259.90 feet, for an arc distance of 259.92 feet to a 1/2" iron rod found at said curve's point of tangency;

THENCE North 85°44'20" East, continuing along said south line, for a distance of 8.48 feet to a 1/2" iron rod found for corner;

THENCE North 86°07'47" East, continuing along said south line, continuing along said south line for a distance of 776.11 ft. to a 1/2" iron rod found for corner on the west line of Lot B1-10 of Frisco Square Phase 2 as conveyed to the City of Frisco and recorded in Cabinet P, Page 274 DRCCT;

THENCE South 03°52'13" East, departing said south line and along the west line of said City of Frisco tract, for a distance of 99.38 ft. to a 1/2" iron rod found for corner;

THENCE South 83°23'44" West, along a north line of said Frisco tract, for a
EXHIBIT "A" - Property Description

distance of 184.15 ft. to a 1/2" iron rod found for corner;

THENCE South 06°36'16" East, along a west line of said Frisco tract, for a distance of 67.00 ft. to a 1/2" iron rod found for corner;

THENCE South 83°23'44" West, along a north line of said Frisco tract, for a distance of 105.76 ft. to a 1/2" iron rod found for corner;

THENCE South 06°36'16" East, along a west line of said Frisco tract, for a distance of 246.50 ft. to a 1/2" iron rod found for corner;

THENCE North 83°23'44" East, along a south line of said Frisco tract, for a distance of 57.76 ft. to a 1/2" iron rod found for corner;

THENCE South 06°36'16" East, along a west line of said Frisco tract, for a distance of 111.50 ft. to a 1/2" iron rod found for corner;

THENCE North 83°23'44" East, along a south line of said Frisco tract, for a distance of 62.41 ft. to a 1/2" iron rod found for corner at the northwest corner of future Lot Bl-8 per deed to Frisco Square Properties, Ltd. as recorded in Collin County Clerk's File No. 2003-0213220 DRCCT;

THENCE South 06°36'16" East, along the west line of said future Lot Bl-8, for a distance of 87.25 ft. to a 1/2" iron rod found for corner;

THENCE South 83°23'44" West, continuing along said west line, for a distance of 25.33 ft. to 1/2" iron rod found for corner;

THENCE South 06°36'16" East, continuing along said west line, for a distance of 81.75 ft. to a 1/2" iron rod found for corner on the north line of Frisco Square Blvd. (recorded as W. Main St.) per the Conveyance Plat recorded in Cabinet N, Page 690 DRCCT;

THENCE South 83°23'44" West, along said north line, for a distance of 902.58 ft. to a 1/2" iron rod found for corner at the southeast end of a corner clip at the intersection of said north line with the east line of said Dallas North Tollway;

THENCE North 51°36'16" West, along said corner clip, for a distance of 28.28 ft. to a 1/2" iron rod found for corner on the east line of said Dallas North Tollway and at the northwest end of said corner clip;

THENCE North 06°36'16" West, along said east line, for a distance of 689.45 to a 1/2" iron rod found for corner;

THENCE North 38°46'11" East, along the corner clip at the intersection of said east line with the south line of said Main Street, for a distance of 56.24 feet to the POINT OF BEGINNING and containing 15.2490 acres of land.

NOTE: COMPANY DOES NOT **REPRESENT** THAT THE **ABOVE ACREAGE** AND/OR **SQUARE FOOTAGE** CALCULATIONS ARE CORRECT.

EXHIBIT "A" – Property Description

TRACT 2:

BEING a tract of land situated in the W.B. Watkins Survey Abstract No. 1004, in the City of Frisco, Collin County, Texas; said tract being part of land conveyed to Frisco Square Land, Ltd. as recorded in Collin County Clerk's (C.C.) File No. **2005-004994** Deed Records Collin County, Texas (DRCCT); and being more particularly described as follows:

BEGINNING at a 1/2" iron rod found for corner at the north end of a corner clip at the intersection of the east line of Dallas North Tollway (a 310 ft. right-of-way) with the south line of Frisco Square Blvd. (recorded as W. Main St.) (a 73 ft. right-of-way) per the Conveyance Plat recorded in Cabinet N Page 690 DRCCT;

THENCE North 83°23'44" East, along said south line, for a distance of 978.97 ft. to a 1/2" iron rod found for corner;

THENCE North 06°36'16" West, continuing along said south line, for a distance of 12.00 ft. to a 1/2" iron rod found for corner;

THENCE North 83°23'44" East, continuing along said south line, for a distance of 30.00 ft. to a 1/2" iron rod found for corner at the intersection of said south line with the west line of Church Street (a 121 ft. right-of-way) as recorded in Cabinet N Page 690 DRCCT;

THENCE South 06°36'16" East, along said west line, for a distance of 539.00 ft. to a 1/2" iron rod found for corner at the intersection of said west line with the north line of Page Street (a 67 ft. right-of-way) as recorded in Cabinet N Page 690 DRCCT and in C.C. No. 2006-955330 DRCCT;

THENCE South 83°23'44" West, along the said north line of Page Street, for a distance of 1,008.97 ft. to a 1/2" iron rod found for corner at the south end of a corner clip at the intersection of said north line with the east line of said Dallas North Tollway;

THENCE North 51°36'16" West, along said corner clip, for a distance of 28.28 ft. to a 1/2" iron rod found for corner on the east line of said Dallas North Tollway;

THENCE North 06°36'16" West, along said east line, for a distance of 487.00 ft. to the POINT OF BEGINNING and containing 12.4478 acres of land.

NOTE: COMPANY DOES NOT REPRESENT THAT THE **ABOVE ACREAGE** AND/OR **SQUARE** FOOTAGE CALCULATIONS ARE CORRECT.

TRACT 3:

BEING a tract of land situated in the W. B. Watkins Survey Abstract No. 1004, in the City of Frisco, Collin County, Texas; said tract being part of EXHIBIT "A" - Property Description

land conveyed to Frisco Square, Ltd. as recorded in Collin County Clerk's (C.C.) File No. 2005-004994 Deed Records Collin County, Texas (DRCCT); and being more particularly described as follows:

BEGINNING at a 1/2" iron rod found for corner at the intersection of the south line of Page Street (a 67 ft. right-of-way) with the west line of West Library Street (a 64 ft. right-of-way) as recorded in Cabinet N, Page 690 DRCCT;

THENCE South 06°36'16" East, along said west line, for a distance of 252.00 ft. to a 1/2" iron rod found for corner on the north line of Burnham Street (a 48.5 ft. right-of-way) as recorded in Cabinet N, Page 690 DRCCT;

THENCE South 83°23'44" West, along said north line, for a distance of 2.50 ft. to a 1/2" iron rod found for corner;

THENCE South 06°36'16" East, departing said north line, for a distance of 48.50 ft. to a 1/2" iron rod found for corner on the south line of said Burnham Street and on the north line of a tract conveyed to Frisco TC, L.P. as recorded in C.C. No. 2004-0135216 DRCCT;

THENCE South 83°23'44" West, along said north line, for a distance of 361.58 ft. to a 1/2" iron rod found for corner at the intersection of said north line with the future west line of Church Street, said future west line being an easterly line of said Frisco TC L.P. tract;

THENCE North 06°36'16" West, along said future west line and said east line, for a distance of 300.50 ft. to a 1/2" iron rod found for corner on the south line of said Page Street;

THENCE North 83°23'44" East, along said south line, for a distance of 364.08 ft. to the POINT OF BEGINNING and containing 2.5088 acres of land.

NOTE: COMPANY DOES NOT REPRESENT THAT THE ABOVE **ACREAGE** AND/OR **SQUARE** FOOTAGE CALCULATIONS ARE CORRECT.

TRACT 4A:

BEING a tract of land situated in the W.B. Watkins Survey Abstract No. 1004, in the City of Frisco, Collin County, Texas; said tract being part of a tract conveyed to Frisco Square Land, Ltd., as recorded in Collin County Clerk's (C.C.) File No. 2005-004994 Deed Records Collin County, Texas (DRCCT), and being more particularly described as follows:

BEGINNING at a 1/2" iron rod found for corner at the intersection of the south line of a 24 ft. wide strip of land conveyed to the City of Frisco as recorded in Collin County Clerk's File No. 2000-0081361 DRCCT with the east line of Lot F1-9 of Frisco Square Phase 2 as recorded in Cabinet P Page 724 DRCCT, said Lot F1-9 as conveyed to the City of Frisco per said Frisco Square Phase 2 final plat;

THENCE North 86°07'47" East, along the south line of said City of Frisco 24 ft. wide strip of land, for a distance of 162.14 ft. to a 1/2" iron rod found for corner and for the beginning of a circular curve to the EXHIBIT "A" - Property Description

right;

THENCE continuing along said south line, with said circular curve to the right having a central angle of $15^{\circ}46'18''$, a radius of 2,608.02 ft., a tangent length of 361.23 ft., and a chord of South $85^{\circ}59'04''$ East 715.63 ft., for an arc distance of 717.90 ft. to a 1/2" iron rod found for corner and for a point of tangency;

THENCE South $78^{\circ}05'56''$ East, continuing along said south line, for a distance of 162.10 ft. to a 1/2" iron rod found for corner at the intersection of said south line with the west line of John W. Elliot Drive (a 60 ft. right-of-way);

THENCE South $12^{\circ}16'44''$ West, along said west line, for a distance of 500.65 ft. to a 1/2" iron rod found for corner at the intersection of said west line with the north line of Frisco Square Blvd. as recorded in C.C. No. 2006-955350 DRCCT;

THENCE South $83^{\circ}23'44''$ West, along said north line, for a distance of 657.91 feet to a 1/2" iron rod found for corner at the southeast corner of a tract conveyed to Frisco Square Properties, Ltd. as Future Lot F1-8, as recorded in C.C. No. 2003-0213220 DRCCT;

THENCE North $06^{\circ}36'16''$ West, departing said north line, and along the east line of said future Lot F1-8, for a distance of 81.75 ft. to a 1/2" iron rod found for corner;

THENCE South $83^{\circ}23'44''$ West, continuing along said east line, for a distance of 25.33 ft. to a 1/2" iron rod found for corner;

THENCE North $06^{\circ}36'16''$ West, continuing along said east line, for a distance of 87.25 ft. to a 1/2" iron rod found for corner on a south line of said City of Frisco Lot F1-9;

THENCE North $83^{\circ}23'44''$ East, along said south line, for a distance of 15.91 ft. to a 1/2" iron rod found for corner;

THENCE North $06^{\circ}36'16''$ West, along an east line of said Lot F1-9, for a distance of 58.99 ft. to a 1/2" iron rod found for corner;

THENCE North $83^{\circ}23'44''$ East, along a south line of said Lot F1-9, for a distance of 209.26 ft. to a 1/2" iron rod found for corner;

THENCE North $06^{\circ}36'16''$ West, along an east line of said Lot F1-9, for a distance of 249.00 ft. to a 1/2" iron rod found for corner;

THENCE South $83^{\circ}23'44''$ West, along a north line of said Lot F1-9, for a distance of 252.44 ft. to a 1/2" iron rod found for corner;

THENCE North $03^{\circ}52'13''$ East, along an east line of said Lot F1-9, for a distance of 84.59 ft. to a 1/2" iron rod found for corner;

THENCE South $86^{\circ}07'47''$ West, along a north line of said Lot F1-9, for a distance of 155.29 ft. to a 1/2" iron rod found for corner;

EXHIBIT "A" – Property Description

THENCE North 03°52'13" East, along an east line of said Lot F1-9, for a distance of 96.00 ft. to the POINT OF BEGINNING and containing 9.5992 acres of land.

NOTE: COMPANY DOES NOT REPRESENT THAT THE **ABOVE ACREAGE** AND/OR **SQUARE** FOOTAGE CALCULATIONS ARE CORRECT.

TRACT 4B:

BEING a tract of land situated in the W.B. Watkins Survey Abstract No. 1004, in the City of Frisco, Collin County, Texas; said tract being part of a tract conveyed to Frisco Square Land, Ltd., as recorded in Collin County Clerk's (C.C.) File No. 2005-004994 Deed Records Collin County, Texas (DRCCT), and being more particularly described as follows:

BEGINNING at a 1/2" iron rod found for corner at the north end of a corner clip at the intersection of the south line of Frisco Square Blvd. (173 ft. right-of-way) with the west line of John W. Elliot Drive (a 60 ft. right-of-way) as recorded in C.C. No. 2006-955350 DRCCT;

THENCE South 42°09'46" East, along said corner clip, for a distance of 11.63 feet to a 1/2" iron rod found for corner on the west line of said John W. Elliott Dr.;

THENCE South 12°16'44" West, along said west line, for a distance of 546.98 ft. to a 1/2" iron rod found for corner at the intersection of said west line with the north line of Page Street as recorded in C.C. No. 2006-955340 DRCCT;

THENCE South 83°23'44" West, along said north line, for a distance of 559.07 ft. to a 1/2" iron rod found for corner at the intersection of said north line with the east line of Library Street (a 121 ft. right-of-way) as recorded in Cabinet N Page 690 DRCCT;

THENCE North 06°36'16" West, along said east line, for a distance of 588.00 ft. to a 1/2" iron rod found for corner at the intersection of said east line with the south line of said Frisco Square Blvd.;

THENCE North 83°23'44" East, along said south line, for a distance of 30.00 feet to a 1/2" iron rod found for corner;

THENCE South 06°36'16" East, continuing along said south line, for a distance of 12.00 feet to a 1/2" iron rod found for corner;

THENCE North 83°23'44" East, continuing along said south line, for a distance of 699.33 feet to the POINT OF **BEGINNING** and containing 7.8614 acres **SAVE AND EXCEPT THE FOLLOWING DESCRIBED TRACT:**

SAVE AND EXCEPT TRACT FROM TRACT 4B

BEING a tract conveyed to the City of Frisco as recorded in Collin County Clerk's File No. 2000-0081361 Deed Records Collin County, Texas
EXHIBIT "A" -- Property Description

(DRCCT);

COMMENCING at a 1/2" iron rod found for corner at the intersection of the north line of Page Street (a 67 ft. right-of-way) with the east line of Library Street (a 114. ft right-of-way) as recorded in Cabinet N Page 690 DRCCT; Thence North 06°36'16" West, for a distance of 414.00 ft.; Thence North 83°23'44" East, departing said east line, for a distance of 128.50 ft. to a 1/2" iron rod with "HAT" cap found for corner and for the POINT OF BEGINNING at the northwest corner of said tract;

THENCE North 83°23'44" East, along the north line of said tract, for a distance of 255.49 ft. to a 1/2" iron rod with "HAT" cap found for corner at the northeast corner of said tract;

THENCE South 06°36'16" East, along the east line of said tract, for a distance of 310.00 ft. to a 1/2" iron rod with "HAT" cap found for corner at the southeast corner of said tract;

THENCE

South 83°23'44" West, along the south line of said tract, for a distance of 248.19 ft. to a 1/2" iron rod with "HAT" cap found for corner and for the beginning of a circular curve to the left;

THENCE continuing along said south line with said circular curve to the left having a central angle of 04°11'05", a radius of 100.00 ft., a tangent length of 3.65 ft., and a chord of South 81°18'11" West 7.30 ft., for an arc distance of 7.30 ft. to a 1/2" iron rod with "HAT" cap found for corner at the southwest corner of said tract;

THENCE North 06°36'16" West, along the west line of said tract, for a distance of 310.27 ft. to the POINT OF BEGINNING and containing 1.8182 acres of land.

LEAVING A NET AREA OF 6.0432 ACRES OF LAND

FOR TRACT 4B TRACT 4C

BEING a tract of land situated in the W.B. Watkins Survey Abstract No. 1004, in the City of Frisco, Collin County, Texas; said tract being part of a tract conveyed to Frisco Square Land, Ltd., as recorded in Collin County Clerk's (C.C.) File No. 2005-004994 Deed Records Collin County, Texas (DRCCT), and being more particularly described as follows:

BEGINNING at a 1/2" iron rod found for corner at the north end of a corner
EXHIBIT "A" - Property Description

clip at the intersection of the south line of Page Street (a 67 ft. right-of-way) with the west line of John W. Elliott Drive (a 60 ft. right-of-way) as recorded in C.C. No. 2006-955340 DRCCT;

THENCE South 42°07'52" East along said corner clip, for a distance of 23.26 feet to a 1/2" iron rod found for corner on the west line of said John W. Elliot Drive;

THENCE South 12°16'44" West, along the said west line, for a distance of 200.40 ft. to a 1/2" iron rod found for corner at the intersection of said west line with the south line of Ash Street (a 60 ft. right-of-way);

THENCE South 77°43'16" East, along the south line of said Ash Street, for a distance of 24.50 ft. to an "X" found cut in concrete for corner on the west line of a tract conveyed to the City of Frisco as recorded in County Clerk's File No. 2000-0081361 DRCCT;

THENCE South 12°16'44" West, along said west line, for a distance of 82.73 ft. to a 1/2" iron rod found for corner;

THENCE South 83°23'44" West, along a north line of said Frisco tract, for a distance of 94.97 ft. to a 1/2" iron rod found for corner on the east line of Frisco Square Phase 1 as recorded in Cabinet N Page 637;

THENCE North 06°36'16" West, departing said south line, for a distance of 42.75 ft. to a 1/2" iron rod found for corner on the north line of Burnham Street (a 48.50 ft. right-of-way);

THENCE

South 83°23'44" West, along said north line, for a distance of 239.25 ft. to a 1/2" iron rod found for corner at the intersection of said north line with the east line of East Library Street (a 64 ft. right-of-way) as recorded in Cabinet N Page 690 DRCCT;

THENCE North 06°36'16" West, along said east line, for a distance of 252.00 ft. to a 1/2" iron rod found for corner at the intersection of said east line with the south line of Page Street (a 67 ft. right-of-way) as recorded in Cabinet N Page 690 DRCCT;

THENCE North 83°23'44" East, along said south line, for a distance of 389.16 feet to the POINT OF BEGINNING and containing 2.2372 acres of land.

EXHIBIT "A" - Property Description

TRACT 5:

BEING a tract of land situated in the W. B. Watkins Survey Abstract No. 1004, in the City of Frisco, Collin County, Texas; said tract being part of a called 1.6267 acre tract described as Tract III, as conveyed to Frisco Square Ltd., as recorded in Collin County Clerk's File No. 2000-C081361 Deed Records Collin County, Texas (DRCCT), and being more particularly described as follows:

BEGINNING at a 1/2" iron rod found for corner on the east line of John W. Elliot Drive (a 60 ft. right-of-way), said point being at the intersection of said east line with the south line of a 24 ft. wide strip of land conveyed to the City of Frisco as recorded in Collin County Clerk's File No. 2000-0081361 DRCCT; said point being South 12°16'44" West a distance of 24.00 ft. from the intersection of said east line with the south line of Main Street (an 80 ft. right-of-way);

THENCE South 78°05'56" East, along the south line of said City of Frisco tract, for a distance of 100.00 ft. to a 1/2" iron rod found for corner on the west line of a tract conveyed to Sutton Enterprises, L.C. as recorded in Collin County Clerk's File No. 96-0106843 DRCCT;

THENCE South 12°16'44" West, departing said south line and along the common line of said Tract III and said Sutton Enterprises tract, for a distance of 57.56 ft. to a 1/2" iron rod found for corner at the southwest corner of said Sutton tract;

THENCE South 77°53'30" East, along the south line of said Sutton tract, for a distance of 61.81 ft. to a 1/2" iron rod found for corner at the southeast corner of said Sutton tract and the southwest corner of a tract conveyed to Mary Thatcher Christie as recorded in County Clerk's File No. 95-0011327 DRCCT;

THENCE South 78°08'24" East, along the south line of said Christie tract, for a distance of 138.19 ft. to a 1/2" iron rod found corner at the southeast corner of said Christie tract and on the west line of the Burlington Northern Railroad (a variable width right-of-way);

THENCE South 12°16'44" West, along said west line, for a distance of 210.00 ft. to a 1/2" iron rod found for corner on the north line Main Street (an 80 ft. right-of-way);

THENCE North 77°41'49" West, departing said west line and along said north line, for a distance of 300.00 ft. to a 1/2" iron rod found for corner at the intersection of said north line with the east line of said John W. Elliot Drive;

THENCE North 12°16'44" East, along said east line, for a distance of 265.58 ft. to the POINT OF BEGINNING and containing 1.5713 acres of land.

NOTE: COMPANY DOES NOT REPRESENT THAT THE ABOVE **ACREAGE** AND/OR SQUARE FOOTAGE CALCULATIONS ARE CORRECT.

EXHIBIT "A" - Property Description

TRACT 6A:

BEING a tract of land situated in the W. B. Watkins Survey Abstract No. 1004, in the City of Frisco, Collin County, Texas; said tract being part of a tract conveyed to Frisco Square Land Ltd., as recorded in Collin County Clerk's File No. 2005-004994 Deed Records Collin County, Texas (DRCCT), and being more particularly described as follows:

BEGINNING at an "X" found cut in concrete at the intersection of the east line of John W. Elliot Drive (a 60 ft. right-of-way) with the south line of Main Street (an 80 ft. right-of-way);

THENCE South $77^{\circ}42'33''$ East, along said south line, for a distance of 300.08 ft. to a 1/2" iron rod found for corner at the intersection of said south line with the north line of Frisco Square Blvd. as recorded in C.C. No. 2006-955320 DRCCT;

THENCE along said north line with a circular curve to the left having a central angle of $00^{\circ}35'01''$, a radius of 511.50 feet, a tangent length of 2.60 feet, and a chord of South $70^{\circ}04'13''$ West 5.21 feet, for an arc distance of 5.21 feet to a 1/2" iron rod found for corner and for a point of tangency;

THENCE South $69^{\circ}46'43''$ West, continuing along said north line, for a distance of 180.60 feet to a 1/2" iron rod found for corner and for the beginning of a circular curve to the right;

THENCE continuing along said north line with said circular curve to the right having a central angle of $07^{\circ}57'50''$, a radius of 438.50 feet, a tangent length of 30.52 feet, and a chord of South $73^{\circ}45'37''$ West 60.90 feet, for an arc distance of 60.95 feet to a 1/2" iron rod found for corner at the south end of a corner clip at the intersection of said north line with the east line of said John W. Elliott Drive;

THENCE North $44^{\circ}39'47''$ West, along said corner clip, for a distance of 10.91 feet, to a 1/2" iron rod found for corner on said east line;

THENCE North $12^{\circ}16'44''$ East, along said east line, for a distance of 122.99 feet to the POINT OF BEGINNING and containing 0.3475 acres of land.

NOTE: COMPANY DOES NOT REPRESENT THAT THE **ABOVE ACREAGE** AND/OR **SQUARE** FOOTAGE CALCULATIONS ARE CORRECT.

TRACT 6B

BEING a tract of land situated in the W.B. Watkins Survey Abstract No. 1004, in the City of Frisco, Collin County, Texas; said tract being part of a tract conveyed to Frisco Square Land, Ltd., as recorded in Collin County Clerk's (C.C.) File No. 2005-004994 Deed Records Collin County, Texas (DRCCT), and being more particularly described as follows:

BEGINNING at a 1/2" iron found for corner at the intersection of the west line of the B.N.S.F. Railroad with the north line of a tract conveyed to EXHIBIT "A" - Property Description

the City of Frisco as recorded in Collin County Clerk's File No. 2000-0081361 DRCCT;

THENCE South 83°23'44" West, along said north line, for a distance of 111.93 ft. to a 1/2" iron rod found for corner at the intersection of said north line with the southerly line of Frisco Square Blvd. as recorded in C.C. No. 2006-955320 DRCCT;

THENCE North 69°46'43" East, departing said north line and along said southerly line, for a distance of 71.97 feet to a 1/2" iron rod found for corner and for the beginning of a circular curve to the right;

THENCE continuing along said southerly line with said circular curve to the right having a central angle of 06°48'21", a radius of 438.50 feet, a tangent length of 26.07 feet, and a chord of North 73°10'53" East 52.06 feet, for an arc distance of 52.09 feet to a 1/2" iron rod found for corner on the west line of said B.N.S.F. Railroad for corner;

THENCE South 12°51'45" West, along said west line, for a distance of 27.76 feet to the POINT OF BEGINNING and containing 0.0368 acres of land.

NOTE: COMPANY DOES NOT REPRESENT THAT THE **ABOVE ACREAGE** AND/OR **SQUARE** FOOTAGE CALCULATIONS ARE CORRECT.

Tract 7:

LOT F1-1, BLOCK F-1 OF FRISCO SQUARE PHASE 2, an addition to the City of Frisco, Collin County, Texas, according to the plat thereof recorded in Volume P, Page 724, Map Records, Collin County, Texas.

Tract 8:

LOT B1-5, BLOCK B-1 OF FRISCO **SQUARE** PHASE 2, an addition to the City of Frisco, Collin County, Texas, according to the plat thereof recorded in Volume P, Page 724, Map Records, Collin County, Texas.

Tract 9:

BEING the future Lot 8, Block "B1" of Frisco Square No. 2

BEING a tract of land situated in the W. B. Watkins Survey Abstract 1004, in the City of Frisco, Collin County, Texas; said tract being a part of a tract conveyed to Frisco Square, Ltd., as recorded in Volume 4721, Page 2560, Collin County Clerk's No. 2000-0081361 Deed Records Collin County, Texas (DRCCT), and being more particularly described as follows:

BEGINNING at a 1/2 inch iron rod with "H.A.T." cap set for corner at the intersection of the north line of Frisco Square Blvd. (conveyed as West Main Street) (a variable width right-of-way) with the west line of Church Street (a variable width right-of-way), as recorded in Cabinet N, Page 690 of the Map Records of Collin County, Texas (MRCCT);

EXHIBIT "A" -- Property Description

THENCE South 83 degrees 23 minutes 44 seconds West, along the north line of said Frisco Square Blvd., for a distance of 30.00 feet to a 1/2 inch iron rod with "H.A.T." cap set for corner;

THENCE North 06 degrees 36 minutes 16 seconds West, continuing along said north line, for a distance of 12.00 ft. to a 1/2 inch iron rod with "H.A.T." cap set for corner;

THENCE South 83 degrees 23 minutes 44 seconds West, continuing said north line, for a distance of 76.39 ft. to a 1/2 inch iron rod with "H.A.T." cap set for corner;

THENCE North 06 degrees 36 minutes 16 seconds West, departing said north line, for a distance of 81.75 ft. to a 1/2 inch iron rod with "H.A.T." cap set for corner;

THENCE North 83 degrees 23 minutes 44 seconds East, for a distance of 25.33 ft. to a 1/2 inch iron rod with "H.A.T." cap set for corner;

THENCE North 06 degrees 36 minutes 16 seconds West, for a distance of 87.25 ft. to a 1/2 inch iron rod with "H.A.T." cap set for corner;

THENCE North 83 degrees 23 minutes 44 seconds East, for a distance of 223.21 ft. to a 1/2 inch iron rod with "H.A.T." cap set for corner;

THENCE South 06 degrees 36 minutes 16 seconds East, for a distance of 81.00 ft. to a 1/2 inch iron rod with "H.A.T." cap set for corner on a north line of said Frisco Square Blvd.;

THENCE South 83 degrees 23 minutes 44 seconds West, along said north line, for a distance of 100.05 ft. to a 1/2 inch iron rod with "H.A.T." cap set for corner;

THENCE South 38 degrees 23 minutes 44 seconds West, continuing along said north line, for a distance of 59.54 ft. to a 1/2 inch iron rod with "H.A.T." cap set for corner;

THENCE South 06 degrees 36 minutes 16 seconds East, along a west line of said Frisco Square Blvd., for a distance of 57.90 ft. to the **POINT OF BEGINNING** and containing 0.6550 acres (28,530 sq. ft.) of land, more or less.

NOTE: COMPANY DOES NOT REPRESENT THAT THE **ABOVE ACREAGE** AND/OR **SQUARE** FOOTAGE CALCULATIONS ARE CORRECT.

EXHIBIT "A" - Property Description

Tract 10:

Being the

future Lot 8, Block "F1" of Frisco Square No. 2

BEING a tract of land situated in the W. B. Watkins Survey Abstract 1004, in the City of Frisco, Collin County, Texas; said tract being a part of a tract conveyed to Frisco Square, Ltd, as recorded in Volume 4721, Page 2560, Collin County Clerk's No. 2000-0081361 Deed Records Collin County, Texas (DRCCT), and being more particularly described as follows:

BEGINNING at a 1/2 inch iron rod with "H.A.T." cap set for corner at the intersection of the north line of Frisco Square Blvd. (conveyed as West Main Street) (a variable width right-of-way) with the east line of Library Street (a variable width right-of-way), as recorded in Cabinet N, Page 690 of the Map Records of Collin County, Texas (MRCCT);

THENCE North 06 degrees 36 minutes 16 seconds West, along an east line of said Frisco Square Blvd., for a distance of 57.90 ft. to a 1/2 inch iron rod with "H.A.T." cap set for corner;

THENCE North 51 degrees 36 minutes 16 seconds West, along a north line of said Frisco Square Blvd., for a distance of 59.54 ft. to a 1/2 inch iron rod with "H.A.T." cap set for corner;

THENCE South 83 degrees 23 minutes 44 seconds West, continuing along said north line, for a distance of 100.05 ft. to a 1/2 inch iron rod with "H.A.T." cap set for corner;

THENCE North 06 degrees 36 minutes 16 seconds West, departing said north line, for a distance of 81.00 ft. to a 1/2 inch iron rod with "H.A.T." cap set for corner;

THENCE North 83 degrees 23 minutes 44 seconds East, for a distance of 223.21 ft. to a 1/2 inch iron rod with "H.A.T." cap set for corner;

THENCE South 06 degrees 36 minutes 16 seconds East, for a distance of 87.25 ft. to a 1/2 inch iron rod with "H.A.T." cap set for corner;

THENCE North 83 degrees 23 minutes 44 seconds East, for a distance of 25.33 ft. to a 1/2 inch iron rod with "H.A.T." cap set for corner;

THENCE South 06 degrees 36 minutes 16 seconds East, for a distance of 81.75 ft. to a 1/2 inch iron rod with "H.A.T." cap set for corner on the future north line of a future Frisco Square Blvd. extension;

THENCE South 83 degrees 23 minutes 44 seconds West, along said north line, for a distance of 76.39 ft. to a 1/2 inch iron rod with "H.A.T." cap set for corner;

EXHIBIT "A" – Property Description

THENCE South 06 degrees 36 minutes 16 seconds East, continuing along said north line, for a distance of 12.00 ft. to a 1/2-inch iron rod with "H.A.T."cap set for corner;

THENCE South 83 degrees 23 minutes 44 seconds West, continuing along said north line, for a distance of 30.00 ft. to the POINT OF BEGINNING and containing 0.6550 acres (28,530 sq. ft.) of land, more or less.

NOTE: COMPANY DOES NOT **REPRESENT** THAT **THE ABOVE ACREAGE** AND/OR **SQUARE** FOOTAGE CALCULATIONS ARE CORRECT.

Tract 11:

LOT B1-6, BLOCK B-1 AND LOT F1-11, BLOCK F-1 OF FRISCO **SQUARE PHASE 2**, an addition to the City of Frisco, Collin County, Texas, according to the plat thereof recorded in Volume P, Page 724, Map Records, Collin County, Texas.

Tract 12:

LOT B1-7, BLOCK B-1 OF FRISCO **SQUARE PHASE 2**, an addition to the City of Frisco, Collin County, Texas, according to the plat thereof recorded in Volume P, Page 724, Map Records, Collin County, Texas.

Tract 13:

LOT F1-10, BLOCK F-1 OF FRISCO **SQUARE PHASE 2**, an addition to the City of Frisco, Collin County, Texas, according to the plat thereof recorded in Volume P, Page 724, Map Records, Collin County, Texas.

EXHIBIT "A" -- Property Description

EXHIBIT "B"

Common Areas

Coleman Boulevard and median
Frisco Square Boulevard and related landscaping
Page Street and related landscaping
Cook Street and related landscaping
Market Street (to be constructed 2008)
World Cup Way (to be constructed 2008)
Burnham Street and related landscaping
Constructed Parks within the Property
Other public parkways, as needed

Other areas preserved for the common and public good

EXHIBIT "B" – Common Areas—Solo Page

EXHIBIT "C"

FSMD Property

FRISCO SQUARE
MUNICIPAL MANAGEMNT DISTRICT (MMD)
FRISCO, COLLIN COUNTY, TEXAS

BEING a 114.8298 acre tract of land situated in the W.B. Watkins Survey, Abstract No. 1004, the Lewis H. McNeil Survey, Abstract No. 618 and the Clayton Rogers Survey, Abstract No. 1089, all in the City of Frisco, Collin County, Texas and being described more particularly by metes and bounds as follows:

BEGINNING at a $\frac{1}{2}$ inch iron rod found for the intersection of the centerline of Cotton Gin Road with the east right-of-way line of the Dallas North Tollway (300 feet R.O.W.), said point being on a curve to the right having a central angle of 2 deg. 50 min. 55 sec., a radius of 3014.79 feet and a chord which bears South 01 deg. 22 min. 55 sec. East, and a chord distance of 149.88 feet;

1. THENCE southerly, with the east right-of-way line of said Dallas North Tollway and said curve, through an arc distance of 149.89 feet to the end of said curve at a point of tangency;
2. THENCE South 00 deg. 02 min. 33 sec. West, with the east right-of-way line of said Dallas North Tollway, a distance of 607.59 feet to the beginning of a tangent circular curve to the left having a central angle of 9 deg. 09 min. 55 sec., a radius of 2714.79 feet and a chord which bears South 04 deg. 32 min. 25 sec. East, and a chord distance of 433.81 feet;
3. THENCE southerly, with the east right-of-way line of said Dallas North Tollway and said curve, through an arc distance of 434.27 feet to the end of said curve;
4. THENCE perpendicular to the right-of way of Dallas North Tollway, South 80 deg. 52 min. 37 sec. West, at a distance of 300 feet passing the common west right-of-way of said Dallas North Tollway and the eastern line of that certain 129.759 acre tract of land conveyed to Lilly Yang, Trustee, as recorded in Volume 3063, Page 145, D.R.C.C.T., and continuing, in all, a total distance of 320.00 feet to a point, said point being on a circular curve to the right having a central angle of 9 deg. 09 min. 55 sec., a radius of 3034.79 feet, a chord which bears North 4 deg. 32 min. 25 sec. West, and a chord distance of 484.95 feet;
5. THENCE northerly, 20 feet parallel with said west right-of-way line of the Dallas North Tollway and said curve, through an arc distance of 485.46 feet to the end of said curve at a point of tangency;
6. THENCE North 00 deg. 02 min. 33 sec. East, 20 feet parallel with said west right-of-way line, a distance of 607.59 feet to the beginning of a tangent curve to the left having a central angle of 4 deg. 26 min. 55 sec., a radius of 2694.79 feet, a chord which bears North 2 deg. 10 min. 55 sec. West, and a chord distance of 209.17 feet;
7. THENCE northerly, 20 feet parallel with the west right-of-way line of said Dallas North Tollway and said curve, through an arc distance of 209.22 feet to the end of said curve;

EXHIBIT "C" - FSMDProperty —Solo Page

8. THENCE North 89 deg. 53 min. 53 sec. East, at a distance of 20.03 feet passing the west right-of-way of said Dallas North Tollway, and at a distance of 320.78 feet passing the east right-of-way line of said Dallas North Tollway, and continuing, in all, a distance of 601.01 feet to a point;
9. THENCE North 41 deg. 38 min. 52 sec. East, a distance of 33.30 feet to a point;
10. THENCE North 6 deg. 36 min. 16 sec. West, a distance of 974.41 feet to a point;
11. THENCE South 83 deg. 23 min. 44 sec. West, a distance of 270.00 feet to a point;
12. THENCE South 38 deg. 23 min. 44 sec. West, a distance of 28.28 feet to a point;
13. THENCE South 83 deg. 23 min. 44 sec. West, a distance of 10.00 feet to a point on the east right-of-way line of said Dallas North Tollway;
14. THENCE North 06 deg. 36 min. 16 sec. West, with the east right-of-way line of said Dallas North Tollway, a distance of 1606.36 feet to the intersection of the east right-of-way line of said Dallas North Tollway with the proposed north right-of-way line of Farm to Market Road 720 (F.M. 720, variable width R.O.W.);

THENCE with the proposed north right-of-way line of said F.M. 720, the following metes and bounds:

15. South 48 deg. 08 min. 26 sec. East, a distance of 37.43 feet to a point;
16. South 89 deg. 40 min. 36 sec. East, a distance of 20.66 feet to a point, said point being on a tangent curve to the left having a central angle of 4 deg. 11 min. 37 sec., radius of 2430.00 feet, a chord which bears North 88 deg. 13 min. 36 sec. East, and a distance of 177.82 feet;
17. Easterly, with said curve, through an arc distance of 177.86 feet to the end of said curve;
18. South 86 deg. 13 min. 33 sec. East, a distance of 97.72 feet to a point;
19. North 86 deg. 07 min. 47 sec. East, a distance of 1548.06 feet to a point;
20. South 20 deg. 38 min. 35 sec. East, a distance of 10.44 feet to a point;
21. North 86 deg. 07 min. 47 sec. East, a distance of 28.75 feet to a point, said point being on a tangent curve to the left having a central angle of 10 deg. 51 min. 32 sec., a radius of 2722.02 feet, a chord which bears South 88 deg. 26 min. 27 sec. East, and a chord distance of 515.11 feet;
22. Easterly, with said curve, through an arc distance of 515.88 feet to a point;
23. South 78 deg. 05 min. 56 sec. East, a distance of 555.37 feet to a point;
24. THENCE leaving the proposed north right-of-way line of said F.M. 720, South 11 deg. 54 min. 04 sec. West, a distance of 80.00 feet to a point;
25. THENCE South 12 deg. 16 min. 44 sec. West, a distance of 81.56 feet to a point;
26. THENCE South 77 deg. 53 min. 30 sec. East, a distance of 61.81 feet to a point;
THENCE South 78 deg. 08 min. 24 sec. East, a distance of 138.19 feet to a point

EXHIBIT "C" – FSMDProperty —Solo Page

west right-of-way line of the Burlington Northern and Santa Fe Railroad;

28. THENCE South 12 deg. 16 min. 44 sec. West, with the west right-of-way line of said Burlington Northern and Santa Fe Railroad, a distance of 210.00 feet to the intersection of the west right-of-way line of said Burlington Northern and Santa Fe Railroad with the north right-of-way line of Main Street (80 feet R.O.W.);
29. THENCE South 12 deg. 13 min. 18 sec. West, with the west right-of-way line of said Burlington Northern and Santa Fe Railroad, a distance of 80.52 feet to the intersection of the west right-of-way line of said Burlington Northern and Santa Fe Railroad with the south right-of-way line of said Main Street;
30. THENCE South 12 deg. 51 min. 45 sec. West, with the west right-of-way line of said Burlington Northern and Santa Fe Railroad, a distance of 359.59 feet to the intersection of the west right-of-way line of said Burlington Northern and Santa Fe Railroad with the south right-of-way line of Elm Street (60 feet R.O.W.);
31. THENCE North 77 deg. 42 min. 06 sec. West, with said south right-of-way line of Elm Street, a distance of 296.41 feet to the intersection of the south right-of-way line of said Elm Street with the east right-of-way line of John W. Elliot Drive (60 feet R.O.W.);
32. THENCE South 12 deg. 16 min. 44 sec. West, with the east right-of-way line of said John W. Elliot Drive, a distance of 479.77 feet to a point;
33. THENCE South 83 deg. 23 min. 44 sec. West, a distance of 472.56 feet to a point;
34. THENCE South 06 deg. 36 min. 16 sec. East, a distance of 270.50 feet to a point;
35. THENCE North 83 deg. 23 min. 44 sec. East, a distance of 316.62 feet to a point;
36. THENCE North 12 deg. 16 min. 44 sec. East, a distance of 65.48 feet to a point;
37. THENCE South 77 deg. 43 min. 16 sec. East, a distance of 281.14 feet to a 112 inch iron rod found on the west right-of-way line of said Burlington Northern and Santa Fe Railroad;
38. THENCE South 19 deg. 00 min. 34 sec. West, with the west right-of-way line of said Burlington Northern and Santa Fe Railroad, a distance of 966.14 feet to a point;
39. THENCE North 06 deg. 36 min. 16 sec. West, a distance of 174.73 feet to a point;
40. THENCE South 89 deg. 53 min. 53 sec. West, a distance of 5.19 feet to a point;
41. THENCE North 06 deg. 36 min. 16 sec. West, a distance of 586.41 feet to a point;
42. THENCE South 83 deg. 23 min. 44 sec. West, a distance of 325.50 feet to a point;
43. THENCE South 06 deg. 36 min. 16 sec. East, a distance of 549.31 feet to a point;
44. THENCE South 89 deg. 53 min. 53 sec. West, a distance of 8.56 feet to a point;
45. THENCE South 06 deg. 36 min. 16 sec. East, a distance of 272.91 feet to a point in the centerline of said Cotton Gin Road;

EXHIBIT "C" – FSMDFProperty —Solo Page

46. THENCE South 89 deg. 53 min. 53 sec. West, with the centerline of said Cotton Gin Road, a distance of 56.36 feet to a point;
47. THENCE North 06 deg. 36 min. 16 sec. West, a distance of 265.87 feet to a point;
48. THENCE South 83 deg. 23 min. 44 sec. West, a distance of 8.50 feet to a point;
49. THENCE North 06 deg. 36 min. 16 sec. West, a distance of 549.00 feet to a point;
50. THENCE South 83 deg. 23 min. 44 sec. West, a distance of 147.00 feet to a point;
51. THENCE North 06 deg. 36 min. 16 sec. West, a distance of 48.50 feet to a point;
52. THENCE North 83 deg. 23 min. 44 sec. East, a distance of 9.50 feet to a point;
53. THENCE North 06 deg. 36 min. 16 sec. West, a distance of 41.50 feet to a point;
54. THENCE South 83 deg. 23 min. 44 sec. West, a distance of 7.00 feet to a point;
55. THENCE North 06 deg. 36 min. 16 sec. West, a distance of 319.00 feet to a point;
56. THENCE South 83 deg. 23 min. 44 sec. West, a distance of 1216.51 feet to a point;
57. THENCE South 06 deg. 36 min. 16 sec. East, a distance of 1067.78 feet to a point in the centerline of said Cotton Gin Road;
58. THENCE South 89 deg. 54 min. 01 sec. West, with the centerline of said Cotton Gin Road a distance of 379.06 feet to the POINT OF BEGINNING and containing 5,001,987 square feet or 114.8298 acres of land.

EXHIBIT "C" – FSMDProperty —Solo Page

Dallas_1\4593378\4
41357-6 3/6/2007

Filed and Recorded
Official Public Records
Stacey Kemp
Collin County, TEXAS
07/27/2007 11:03:27 AM
\$164.00 DLAIRO
20070727001038870



A handwritten signature in cursive script that reads "Stacey Kemp".