

ACCESS DRIVE EASEMENT AGREEMENT

This Access Drive Easement Agreement is made and entered into as of this _____ day of _____, 2026 (the “**Effective Date**”), by and between **COSTCO WHOLESALE CORPORATION**, a Washington corporation (“**Costco**”), and the **CITY OF WYLIE, TEXAS**, a Texas home rule city (“**City**”).

RECITALS:

A. Costco is the owner of that certain real property located at the Northwest Corner of the intersection of West FM 544 and South Westgate Way in Wylie, Collin County, Texas referred to herein as the “**Costco Property**”, as more particularly described on Exhibit “A”, attached hereto and incorporated herein by this reference.

B. City is the owner of that certain real property situated adjacent to the Costco Property, as such real property is more particularly described on Exhibit “B”, attached hereto and incorporated herein by this reference (the “**City Property**”).

C. Costco has agreed to grant an access easement for the benefit of the City Property to use the Access Drive for vehicular and pedestrian ingress and egress to and from the City Property to and from West FM 544 upon and subject to the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, City and Costco hereby agree as follows:

1. DEFINITIONS

In addition to terms defined elsewhere within this Agreement, the following terms shall have the following meanings:

“**Access Drive**” shall mean the drive to be constructed by Costco within the Access Drive Easement Area pursuant to the terms of this Agreement.

“**Access Drive Easement Area**” shall mean the Access Drive Easement Area depicted and labelled as such on Exhibit “C” attached hereto, and more particularly described on Exhibit “C-1” attached hereto.

“**Agreement**” shall mean this Access Drive Easement Agreement, as such may be amended from time to time.

“**Alcoholic Beverage Retailer**” is defined in Exhibit “D”.

“**City**” is defined in the Preamble.

“**City Property**” is defined in Recital B. If the City Property initially comprises or is later subdivided into more than one Parcel, then the term City Property shall collectively refer to all such Parcels.

“City Restricted Parcel” shall mean that certain 5.4785 acre parcel being the easternmost portion of the City Property and being more particularly described on Exhibit “B-1”, attached hereto and incorporated herein by this reference. If the City Restricted Parcel initially comprises or is later subdivided into more than one Parcel, then the term City Restricted Parcel shall collectively refer to all such Parcels.

“Costco” shall mean the Owner of the Costco Property. If there shall be more than one Owner of the land comprising the Costco Property, the term “Costco” shall refer: (1) to Costco Wholesale Corporation, so long as Costco Wholesale Corporation is an Owner or lessee of any portion of the land now comprising the Costco Property, and (2) to the Owner of the largest portion of the gross land area within the Costco Property if Costco Wholesale Corporation is no longer the Owner or lessee of any portion of the land now comprising the Costco Property.

“Costco Facility or Business” is defined in Exhibit “D”.

“Costco Property” is defined in Recital A. If the Costco Property initially comprises or is later subdivided into more than one Parcel, then the term Costco Property shall collectively refer to all such Parcels.

“Effective Date” is defined in the Preamble.

“Existing Mineral Interest” is defined in Section 6(a).

“Grocer” is defined in Exhibit “D”.

“Legal Requirements” shall mean all governmental laws, rules, regulations, orders, permits, approvals and ordinances.

“Merchandising Concept” is defined in Exhibit “D”.

“Minimum Depth” is defined in Section 6(a).

“Owner” as used in this Agreement shall initially mean each of the Persons executing this Agreement, and if any Parcel is hereafter subdivided or transferred, the owners of each such Parcel, as shown in the Real Property Records as of the date of the exercise of powers or rights or the performance by such Owners of obligations created by this Agreement, shall each be an “Owner”, further provided that (i) if any Parcel is subdivided into condominium units, the owner’s association or other governing body established in respect of such condominium unit shall be considered to be the Owner for purposes of this Agreement; and (ii) if any Owner shall transfer its present interest in a Parcel or a portion of such interest in such manner as to vest its present interest in such Parcel in more than one Person other than by creation of a separate legal lot (e.g., by the creation of a tenancy-in-common, joint tenancy or the like), then not less than a fifty-one percent (51%) interest of such transferees shall designate one of their number to act on behalf of all of such transferees in the exercise of the powers granted to such Owner under this Agreement and so long as such designation remains in effect, such designee shall be the Owner hereunder and shall have the power to bind such Parcel and such transferees, and such other transferees shall not be deemed to be Owners (any such designation must

be in writing and served upon the other Owners hereto by registered or certified mail, and must be recorded in the Real Property Records and in the absence of such written designation, the acts of the Owner whose interest is so divided with respect to the exercise of the powers vested by this instrument shall be binding upon all Persons having an interest in such Parcel until such time as written notice of such designation is given and recorded in the Real Property Records).

“**Parcel**” shall mean each portion of the land within the City Property and the Costco Property which has been conveyed or established as a separate lot by formal subdivision plat or other applicable subdivision requirements.

“**Permittees**” shall mean the Owners, all Persons from time to time entitled to the use and occupancy of any Parcel, or portion thereof, under any lease, deed or other arrangement under which such Person has acquired a right to the use and occupancy of such Parcel, or portion thereof, and their respective officers, directors, employees, agents, contractors, customers, visitors, invitees, licensees and concessionaires.

“**Person**” shall mean and include individuals, partnerships, firms, associations, limited liability companies, government agencies, joint ventures, corporations, or any other form of business entity.

“**Real Property Records**” shall mean the appropriate real property records of Collin County, Texas.

“**Wal-Mart**” is defined in Exhibit “D”.

2. CONSTRUCTION OF ACCESS DRIVE

(a) Costco to Construct. Costco agrees to construct the Access Drive, at Costco’s sole cost and expense, in connection with the development of the initial building on the Costco Property.

(b) Curb Cuts. The initial curb cuts from the City Property to the Access Drive will be in the locations shown on Exhibit “C” and Costco shall construct them as part of the initial construction of the Access Drive. The relocation of any curb cuts from the City Property to the Access Drive shall be at the sole cost and expense of the Owner(s) of the City Property or applicable portion thereof and shall be subject to the prior written approval of Costco, which may be given in Costco’s sole but reasonable discretion.

(c) Temporary Construction License. The Owner(s) of the City Property hereby grant(s) to Costco and its respective contractors, materialmen and laborers a temporary license for access and passage over and across the City Property as shall be reasonably necessary for Costco to construct the Access Drive, provided, however, that such license shall be in effect only during periods when actual construction is being performed.

3. EASEMENT

(a) Easement for Access Drive. Costco hereby grants and conveys to City and the future Owners of the City Property, for the benefit of the Owners of the City Property and their

respective Parcels and Permittees a perpetual nonexclusive easement upon, over and across the Access Drive for the purposes of pedestrian and vehicular access, ingress and egress through the Access Drive to and from West FM 544.

(b) No Parking or General Access Easements. No easements, except for the easements expressly granted herein, shall be implied by this Agreement. This Agreement creates no cross-parking easements between the City Property and the Costco Property, and the Owners hereby specifically disclaim any intention to create shared parking areas between the City Property and the Costco Property. Further, this Agreement creates no cross access easements over any driveways, parking areas or other portions of either the City Property or the Costco Property other than the Access Drive in the Access Drive Easement Area and the Owners hereby specifically disclaim any intention to create general access easements over the City Property and the Costco Property outside of the Access Drive.

(c) Construction Traffic. After completion of construction of the Access Drive and completion of construction of the initial building on the Costco Property, no portion of the Access Drive shall be used for access for construction traffic (including heavy construction vehicles, and the vehicles of construction workers).

(d) Unimpeded Access. Each Owner covenants not to impede free access through the Access Drive except as necessary to perform construction and maintenance of the Access Drive as provided in this Agreement.

(e) Prohibition Against Granting Easements. No Owner or Permittee of any portion of the City Property, shall grant an easement or easements to use the Access Drive for the benefit of any Person other than an Owner or its Permittee of the City Property, which includes the general public as a Permittee, or for the benefit of any property not contained within the City Property unless approved by Costco in writing in its sole and absolute discretion.

(f) Right to Relocate, Modify or Reconfigure. Costco shall have the right to relocate, modify or reconfigure the Access Drive and/or the Access Drive Easement Area so long as reasonably comparable access from the City Property to and from West FM 544 is provided (except during reasonable periods of construction of any such relocation, modification or reconfiguration).

4. MAINTENANCE

(a) Maintenance of Access Drive. After the Access Drive is constructed, Costco shall, at its sole cost and expense, at all times light, maintain and repair the Access Drive, and keep the same in good condition and repair, and clean and free of rubbish, ice, and snow accumulations. However, if any damage, beyond normal wear and tear caused by typical vehicular use of the Access Drive, is caused to the Access Drive by another Owner, or such Owner's Permittees, during delivery, construction, repair, maintenance, or other extraordinary use of the Access Drive, or portions thereof, then such Owner shall pay Costco the reasonable costs incurred in repairing such damage within 30 days after receipt of an invoice, along with reasonable supporting documentation, for the same.

(b) Temporary License. The Owner(s) of the City Property hereby grant(s) to Costco and its respective contractors, materialmen and laborers a temporary license for access and

passage over and across the City Property as shall be reasonably necessary for Costco to maintain the Access Drive and the Access Drive Easement Area, provided, however, that such license shall be in effect only during periods when actual maintenance is being performed.

5. DAMAGE TO ACCESS DRIVE; EMINENT DOMAIN; INSURANCE, INDEMNITY

(a) Restoration of Access Drive. In the event of any damage or destruction to the Access Drive or any portion thereof, Costco shall restore, repair or rebuild such damaged portion of the Access Drive with all due diligence as nearly as possible to at least as good a condition as existing just prior to such damage or destruction.

(b) Eminent Domain. If any portion of the Access Drive shall be taken by eminent domain or any other similar authority of law, Costco shall promptly repair and restore the affected portion of the Access Drive as nearly as practicable to the condition existing just prior to such condemnation in a location determined by Costco so as to preserve the access as intended under this Agreement, in a good and workmanlike manner and in compliance with applicable Legal Requirements. Costco may relocate the Access Drive or affected portions thereof to the extent necessary to provide the City Property with similar access to and from West FM 544.

(c) Liability Insurance. For so long as the City owns any portion of the City Property, the City shall maintain its standard levels and types of insurance or self-insurance equivalent in accordance with the City's standard practices. Each subsequent Owner of any portion of the City Property, but specifically excluding the City, shall, severally, at all times during the term of this Agreement, maintain or cause to be maintained in full force and effect an "Occurrence Based" commercial general liability insurance policy covering its Parcel, complying with the following requirements:

(i) Such insurance shall be issued by an insurance company or companies having a Best's Key Rating Guide Property/Casualty (United States) rating of at least B+ and a financial rating of VIII or better (or a comparable standard under an international rating system).

(ii) Such insurance shall include coverage for any accident resulting in bodily injury to or the death of any person and consequential damages arising therefrom, and property damage, in an amount not less than \$5,000,000, as such amount is adjusted to pursuant hereto, per occurrence and including coverage of the contractual liability contained in Section 5(d) below.

(iii) Such insurance shall cause Costco to be an additional insured and shall (A) provide that such policy shall not be canceled without the insurer endeavoring to provide the kind of notice that would be otherwise provided under the applicable ACCORD certificate; (B) provide for severability of interests; and (C) provide that an act or omission of one of the insureds or additional insureds that might otherwise void or reduce coverage shall not void or reduce the coverage as to the other insureds or additional insureds. Costco need not be named individually or by an endorsement to such policy, but may be named as part of a class or group of parties granted additional insured status under such policy.

(iv) Each Owner of any portion of the City Property shall furnish to Costco upon written request evidence that the insurance referred to in this Section 5(c) is in full force and effect.

d. Indemnity. TO THE FULLEST EXTENT PERMITTED UNDER LAW, each Owner of any portion of the City Property (each an “**Indemnitor Owner**”) shall indemnify, defend and hold harmless Costco and Costco’s officers, directors, employees, agents and contractors (each an “**Indemnified Party**” and collectively, the “**Indemnified Parties**”) from and against any and all claims, demands, losses, damages, costs and expenses (including but not limited to court costs, penalties and reasonable attorneys’ fees), judgments, liabilities and causes of action of any nature whatsoever resulting from or relating to the use of the Access Drive by such Indemnitor Owner or its Permittees. **CITY’S INDEMNIFICATION OBLIGATION SET FORTH IN THIS AGREEMENT IS VALID ONLY TO THE EXTENT PERMITTED BY THE LAWS AND CONSTITUTION OF THE STATE OF TEXAS, AND WITH THE UNDERSTANDING THAT CITY IS A POLITICAL SUBDIVISION OF THE STATE OF TEXAS AND THAT THIS EXECUTORY INDEMNITY OBLIGATION CANNOT BE PAID FROM CURRENT REVENUES AND THAT NO TAX NOR INTEREST AND SINKING FUND HAS BEEN SET, ADOPTED OR ESTABLISHED FOR THE PAYMENT OF THIS EXECUTORY INDEMNITY OBLIGATION.** Without limitation, it is the intention of each Indemnitor Owner and each such Indemnitor Owner agrees that IF AND TO THE FULLEST EXTENT PERMITTED BY LAW, THE FOREGOING INDEMNITY SHALL INCLUDE THE DUTY TO DEFEND CLAIMS ALLEGING OR INVOLVING THE JOINT OR COMPARATIVE NEGLIGENCE OF COSTCO OR ANY OF THE OTHER INDEMNIFIED PARTIES (but not the sole negligence, gross negligence or willful misconduct of any Indemnified Party) provided, however, if it is determined by a court of competent jurisdiction in a final non-appealable judgment (i) that an Indemnified Party was not solely negligent, then the amount the Indemnitor Owner shall reimburse the Indemnified Party shall include all costs incurred by the Indemnified Party in defending such claim, or (ii) that a claim was caused, in whole or in part, by the negligence of an Indemnified Party and such claim is not covered by the insurance required to be carried by the Indemnitor Owner under this Agreement, then such Indemnified Party shall reimburse the Indemnitor Owner for all costs, expenses and liabilities incurred by the Indemnitor Owner in connection with the foregoing indemnity attributable to the percentage which such Indemnified Owner was found at fault in such judgment which was not covered by the insurance required to be carried by the Indemnitor Owner under this Agreement.

6. USE RESTRICTIONS; RESTRICTIVE COVENANT; NO OPERATING COVENANT

(a) Prohibited Uses. No portion of the City Restricted Parcel may be used for any of the following uses:

- (i) any public or private nuisance;
- (ii) any adult cinema, massage parlor (provided that therapeutic massage services performed by state-licensed massage therapists ~~in regional and national operations such as those operated by Massage Envy in first class shopping centers in the DFW metropolitan area as of Effective Date~~ shall be permitted so long as they are not open between the hours of 9:00 p.m.-7 a.m.), video store or bookstore selling, renting or exhibiting primarily any

pornographic, lewd, suggestive or “adult” newspaper, book, magazine, film, picture, representation or merchandise of any kind;

(iii) any noise or sound that is objectionable due to intermittence, beat, frequency, shrillness or loudness, provided that recorded background music by speaker on a restaurant patio shall be permitted and typical dumpster service shall not violate this restriction;

(iv) any obnoxious odor; provided, however, reasonable and customary aromas resulting from normal and lawful indoor food preparation and cooking activities in a restaurant shall not violate this restriction;

(v) any excessive quantity of dust, dirt, or fly ash;

(vi) any fire, explosion or other damaging or dangerous hazard, including the storage, display or sale of explosives or fireworks;

(vii) any distillation (other than so-called micro-brewing of beer), refining, smelting, agriculture or mining operations;

(viii) any mobile home or trailer court, labor camp, junk yard, stock yard or animal raising;

(ix) any use of the surface of any portion of the City Restricted Parcel or any area below the surface of the City Restricted Parcel at a depth of less than 1,000 feet (the “**Minimum Depth**”) for the City Restricted Parcel, exploration or production of, or drilling for and/or removal of oil, gas, minerals and other subsurface substances; provided, however, that the foregoing shall not prohibit the exploration, the City Restricted Parcel, production, drilling or removal of oil, gas, minerals and other subsurface substances conducted from surface locations outside the City Restricted Parcel which do not require entry onto or use of the surface of any of the City Restricted Parcel or any area below the surface of the City Restricted Parcel above the Minimum Depth, including, but not limited to, directional drilling under or through the subsurface below the Minimum Depth from well sites located outside the City Restricted Parcel so long as no portion of any well shall be drilled under and/or through any portion of the City Restricted Parcel at a depth of less than the Minimum Depth measured vertically from the surface of the applicable portion of the City Restricted Parcel; the foregoing is not intended to, nor shall, impose any restrictions on the holder of any interest in the oil, gas, minerals and other subsurface substances as of the date of this Agreement, including any current lessee under any lease allowing for the production of oil, gas, minerals or other subsurface substances (the “**Existing Mineral Interest**”), so long as the holder of such Existing Mineral Interest is not an Owner; provided, however, that no Owner shall grant, consent to, or permit, an expansion of an Existing Mineral Interest beyond that existing as of Effective Date if such expansion would be in violation of the restrictions set forth in this Section;

(x) any dumping of garbage or refuse, other than in enclosed receptacles intended for such purpose (but the same does not prohibit government-required consumer recycling facilities);

(xi) any cemetery, mortuary or similar service establishment, but the foregoing shall not prohibit the sale of caskets, urns or other funerary equipment or products;

(xii) any fire sale, bankruptcy sale (unless pursuant to a court order) or auction operation;

(xiii) any second-hand or thrift stores, or flea market;

(xiv) any dry-cleaning facilities utilizing hazardous substances with an on-premises plant;

(xv) any industrial use;

(xvi) any bar, tavern, restaurant or other food service establishment that has more than thirty-five percent (35%) of its gross sales derived from the sale of wine, beer or other alcoholic beverages;

(xvii) any theater or cinema;

(xviii) any entertainment, recreation or amusement use, whether directed to children or adults; such prohibited uses shall include, without limitation, any one or more of the following: skating rink, bowling alley, teenage discotheque, discotheque, dance hall, video game parlor, pool room, off-track betting facility, casino, card club, bingo parlor, facility containing gaming equipment, planned play environment, arcade games, amusement gallery, rides, video or redemption games, play for fun casino games, rodeo simulations, other sport simulations and carnival activities;

(xix) any athletic club, health club, fitness center, gym, exercise studio, yoga or pilates studio, or any similar facilities; larger than 10,000 square feet;

(xx) any school, training, educational or day care facility larger than 5,000 square feet, including but not limited to: beauty schools, barber colleges, nursery schools, diet centers, reading rooms, places of instruction or other operations catering primarily to students or trainees rather than to customers;

(xxi) any automobile, truck, trailer, recreational vehicle, boat or other motorized vehicle sales, leasing, renting or display;

(xxii) any business with drive-up or drive-through lanes (unless the existence, location, orientation and stacking lanes are approved in advance by Costco);

(xxiii) any apartment, home or other residential use; or

(xxiv) any church, synagogue, mosque or other place of worship.

(b) Costco Facility or Business. The restrictions set forth in Section 6(a) above shall not apply to any Costco Facility or Business which may in the future be situated on the City Restricted Parcel.

(c) Restrictive Covenant. City, on behalf of itself and each future Owner of the City Restricted Parcel, hereby covenants and agrees to the restrictive covenants set forth on Exhibit "D" attached hereto.

(d) Operating Covenant. Notwithstanding anything to the contrary contained herein, no provision of this Agreement shall be construed to contain a covenant, express or implied, by Costco or any other Owner or any Permittee to open or commence operations of a business on such Owner's Parcel or to continuously operate a business on such Owner's Parcel. Further, an Owner may, without prior notice or consent, cease operations of any business then being operated on its Parcel. Each Owner (for itself and any Permittees of such Owner) hereby acknowledges and agrees that it is not relying upon Costco or any other Owner or Permittee to open or operate a business on the Costco Parcel or on any such other Owner's Parcel. Nothing in this Section 6(d) shall affect any operating covenant in any lease or agreement affecting any portion of the City Property or Costco Property.

7. MISCELLANEOUS

(a). Notices. Any notice, payment, demand, offer, or communication required or permitted to be given by any provision of this Agreement shall be deemed to have been sufficiently given or served for all purposes if sent by registered or certified mail (return receipt requested), postage and charges prepaid, or by Federal Express or other reputable overnight delivery service requiring a signature upon receipt, addressed as follows:

To City	300 Country Club Rd., Bldg. 100 Wylie, TX 75098 Attention: City Manager
With a copy to:	Abernathy, Roeder, Boyd & Hullett, P.C. 1700 Redbud Blvd., Suite 300 McKinney, Texas 75069 Attention: Chris Zillmer
To Costco:	Costco Wholesale Corporation 999 Lake Drive Issaquah, Washington 98027 Attention: Legal Dept/Property Management Re: Location # [REDACTED] (Wylie, Texas)
With a copy to:	Holland & Knight L.L.P. One Arts Plaza 1722 Routh Street, Suite 1500 Dallas, Texas 75201-2533 Attention: Ray T. Khirallah

Any such notice shall be deemed to be given on the first date on which it is received or receipt thereof is refused.

(b) Binding Effect. All of the covenants, conditions, easements, and restrictions contained herein shall attach to and run with the Costco Property and the City Property, and shall, except as otherwise set forth herein, benefit or be binding upon the successors and assigns of the respective Owners; provided, however, that, such covenants, conditions, easements and restrictions shall be binding upon, enforceable against, and enforceable by each Owner only

with respect to the respective successive periods in which each Owner of the City Property and the Costco Property is an Owner and with respect to obligations which accrue during their respective period of ownership. This Agreement and all the terms, covenants and conditions herein contained shall be enforceable as equitable servitudes in favor of said Parcels and any portion thereof.

(c) Breach Shall Not Permit Termination. It is expressly agreed that no breach of this Agreement shall entitle any Owner to cancel, rescind, or otherwise terminate this Agreement, and such limitations shall not affect in any manner any of the rights or remedies which the Owners may have by reason of any breach of this Agreement.

(d) Effect on Third Parties. The rights, privileges, or immunities conferred hereunder are for the benefit of the Owners and not for any third party.

(e) No Partnership. Neither this Agreement nor any acts of the Owners shall be deemed or construed by the parties hereto, or any of them, or by any third person, to create the relationship of principal and agent, or of partnership, or of joint venture, or of any association between any of the Owners.

(f) Modification. No modification, waiver, amendment, discharge, or change of this Agreement shall be valid unless the same is in writing and signed by Costco. Any change, modification, amendment or rescission which is made without such written consent of Costco shall be null and void and of no effect. In addition, no modification, amendment or change of this Agreement that, in any material respect, increases the obligations of, or adversely affects the rights of any Owner or impairs in any material respect use of the Access Drive by any Owner or its Permittees shall be valid unless the same is in writing and signed by such affected Owner as well as by Costco. Costco shall have the right to grant a waiver or variance to any Owner of any of the terms of this Agreement, including without limitation any use restrictions set forth in Section 6, without the necessity of joinder by, or approval of, any other Owner.

(g) Severability. In the event any term, covenant, condition, provision, or agreement contained herein is held to be invalid, void, or otherwise unenforceable, by any court of competent jurisdiction, such holding shall in no way affect the validity or enforceability of any other term, covenant, condition, provision, or agreement contained herein.

(h) Governing Law. This Agreement and the obligations of the Owners hereunder shall be interpreted, construed, and enforced in accordance with the laws of the State in which the Access Drive is located, without regard to its conflicts of law provisions.

(i) Terminology. All personal pronouns used in this Agreement, whether used in the masculine, feminine, or neuter gender, shall include all other genders; the singular shall include the plural and vice versa.

(j) Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be deemed to be an original agreement, and all of which shall constitute one Agreement.

(k) Captions. Article and section titles or captions contained herein are inserted as a matter of convenience and for reference, and in no way define, limit, extend, or describe the scope of this Agreement or any provisions hereof.

(l) Not a Public Dedication. Nothing herein contained shall be deemed to be a gift or dedication of any portion of the Access Drive to the general public or for the general public or for any public purpose whatsoever, it being the intention of the Owners that this Agreement shall be strictly limited to and for the purposes herein expressed.

(m) Release. If an Owner shall sell, transfer or assign its entire Parcel or its interest therein, it shall, except as provided otherwise in this Agreement, be released from its unaccrued obligations hereunder from and after the date of such sale, transfer or assignment.

(n) Entire Agreement. This Agreement and the exhibits hereto contain all the representations and the entire agreement between the Owners with respect to the subject matter hereof. Any prior correspondence, memoranda or agreements are superseded in total by this Agreement and Exhibits hereto. The provisions of this Agreement shall be construed as a whole according to their common meaning and not strictly for or against any Owner.

(o) Waiver of Default. No waiver of any default by any Owner shall be implied from any omission by any Owner to take any action in respect of such default if such default continues or is repeated. No express written waiver of any default shall affect any default or cover any period of time other than the default and period of time specified in such express waiver. One or more written waivers of any default in the performance of any term, provision or covenant contained in this Agreement shall not be deemed to be a waiver of any subsequent default in the performance of the same term, provision or covenant or any other term, provision or covenant contained in this Agreement. The consent or approval by any Owner to or of any act or request by any other Owner requiring consent or approval shall not be deemed to waive or render unnecessary the consent to or approval of any subsequent or similar acts or requests. The rights and remedies given to any Owner by this Agreement shall be deemed to be cumulative and no one of such rights and remedies shall be exclusive of any of the others, or if any other right or remedy at law or in equity which any such Owner might otherwise have by virtue of a default under this Agreement, and the exercise of one such right or remedy by any Owner shall not impair such Owner's standing to exercise any other right or remedy.

(p) Exhibits. The following are attached to this Agreement and incorporated by reference for all purposes.

Exhibit "A" Legal Description of the Costco Property
Exhibit "B" Legal Description of the City Property
Exhibit "B-1" Legal Description of the City Restricted Parcel
Exhibit "C" Depiction of Access Easement Area and Access Drive
Exhibit "C-1" Legal Description of Access Drive Easement Area
Exhibit "D" Restrictive Covenant

**SIGNATURE PAGE TO
ACCESS EASEMENT AGREEMENT
BY AND BETWEEN
THE CITY OF WYLIE, TEXAS AND COSTCO WHOLESALE CORPORATION**

Executed as of the date first above written.

CITY:

CITY OF WYLIE, TEXAS
a Texas home rule city

By: _____
Name: _____
Title: _____

THE STATE OF TEXAS §
 §
COUNTY OF COLLIN §

 This instrument was acknowledged before me on _____, 202__ by
_____, the _____ of the CITY OF WYLIE, a Texas home rule city.

Notary Public in and for the State of Texas

Typed or Printed Name of Notary

My Commission Expires: _____

[SEAL]

**SIGNATURE PAGE TO
ACCESS EASEMENT AGREEMENT
BY AND BETWEEN
THE CITY OF WYLIE, TEXAS AND COSTCO WHOLESALE CORPORATION
AND COSTCO WHOLESALE CORPORATION**

Executed as of the date first above written.

COSTCO:

COSTCO WHOLESALE CORPORATION,
a Washington corporation

By: _____
Name: _____
Title: _____

THE STATE OF _____ §

§

COUNTY OF _____ §

This instrument was acknowledged before me on _____, 202__ by
_____ the _____ of Costco Wholesale Corporation, a Washington
corporation, on behalf of such corporation.

Notary Public in and for the State of _____

Typed or Printed Name of Notary

My Commission Expires: _____

[SEAL]

EXHIBIT "A"

LEGAL DESCRIPTION OF THE COSTCO PROPERTY

**[LEGAL IS FROM TITLE COMMITMENT WITH EFFECTIVE DATE 10-2-26 –
SUBJECT TO REVIEW PRIOR TO EXECUTION OF AGREEMENT**

BEING a tract of land situated in the MICHAEL MILLIRONS SURVEY, ABSTRACT NO. 563, the ELLIOT C. DAVIDSON SURVEY, ABSTRACT NO. 266 and the DUKE STRICKLAND SURVEY, ABSTRACT NO. 841, City of Wylie, Collin County, Texas and being all of a tract of land as described in deed to Keles Group, Inc., recorded in County Clerk's File No. 2024000127438, Official Public Records, Collin County, Texas (O.P.R.C.C.T.), all of a tract of land as described in deed to L.M.B., recorded in County Clerk's File No. 2025000007604, O.P.R.C.C.T., all of Lot 2, Block A, Westgate Development Subdivision, an addition to the City of Wylie, Collin County, Texas, according to the plat thereof recorded in Volume 2021, Page 646, O.P.R.C.C.T., all of a tract of land as described in deed to Wylie Economic Development Corporation, recorded in 2025000163533, O.P.R.C.C.T., all of Lot 1, Block A, M.J.D. & J.H.M. Enterprises, recorded in Cabinet N, Page 154, Plat Records, Collin County, Texas, all of a tract of land as described in deed to Wylie Realty Investments, L.L.C., recorded in County Clerk's File No. 2022000087717, O.P.R.C.C.T., and all of a tract of land as described in deed to Wylie Economic Development Corporation, recorded in County Clerk's File No. 2025000124903, O.P.R.C.C.T., and being more particularly described as follows:

BEGINNING at a 1/2-inch iron rod found for corner at the intersection of the Westerly right-of-way line of S. Westgate Way (a 65' right-of-way) and the Southerly line of a tract of land as described in deed to D.A.R.T. (Dallas Area Rapid Transit), recorded in Volume 3424, Page 126, Deed Records, Collin County, Texas, said iron rod also being the most Northerly Northeast corner of said Lot 2, Block A of said Westgate Development Subdivision;

THENCE South 02 deg 04 min 50 sec East, departing said Southerly line and along said Westerly right-of-way line, a distance of 262.05 feet to a 5/8-inch iron rod found for corner and the beginning of a curve to the left having a radius of 582.50 feet, a central angle of 19 deg 54 min 18 sec, a chord bearing of South 12 deg 01 min 59 sec East and a chord length of 201.35 feet to a 1/2-inch iron rod with red plastic cap stamped "W.A.I. 5714" set for corner, said iron rod being the Northeast corner of Lot 1B, Block A, American National Bank Addition No. 2, an addition to the City of Wylie, Collin County, Texas, according to the plat thereof recorded in Volume 2014, Page 695, O.P.R.C.C.T.;

THENCE North 86 deg 57 min 29 sec West, departing the Westerly right-of-way line of said S. Westgate Way and along the North line of said Lot 1B, Block A, at a distance of 177.42 feet passing a point for the Northwest corner of said Lot 1B, Block A, the Northeast corner of Lot 1, Block A of said Westgate Development Subdivision from which a 1/2-inch iron rod with yellow plastic cap stamped "RPLS5587" found bears North 28 deg 23 min 26 sec West, a distance of 0.22 feet, in all a total distance of 309.66 feet to a point for the Northwest corner of Lot 1, Block A of said Westgate Development Subdivision and the Northeast corner of said

L.M.B. Partnership, Ltd. tract from which a 1/2-inch iron rod with yellow plastic cap stamped "BURNS" bears North 52 deg 46 min 32 sec West, a distance of 0.32 feet;

THENCE South 03 deg 02 min 31 sec West, departing the North line and along the West line of said Lot 1, Block A and along an East line of said L.M.B. Partnership, Ltd. tract, a distance of 342.07 feet to a point for corner from which an "X" cut in concrete found bears North 30 deg 58 min 53 sec West, a distance of 0.34 feet, said point being situated in the North right-of-way line of F.M. 544 (a variable width right-of-way);

THENCE departing the East line of said L.M.B. Partnership, Ltd. tract and along said North right-of-way, the following:

North 87 deg 54 min 09 sec West, a distance of 130.78 feet to a point for corner from which a 5/8-inch iron rod with yellow plastic cap stamped "TRAVERSE" found bears South 89 deg 43 min 51 sec West, a distance of 0.40 feet;

North 03 deg 01 min 06 sec East, a distance of 7.37 feet to a 1/2-inch iron rod with red plastic cap stamped "W.A.I. 5714" set for corner;

North 86 deg 32 min 33 sec West, a distance of 214.07 feet to a 1/2-inch iron rod with yellow plastic cap stamped "ROOME" found for corner;

South 03 deg 27 min 27 sec West, a distance of 9.85 feet to a 1/2-inch iron rod with red plastic cap stamped "W.A.I. 5714" set for corner and the beginning of a non-tangent curve to the right having a radius of 5,669.58 feet, a central angle of 05 deg 59 min 41 sec, a chord bearing of North 84 deg 05 min 46 sec West and a chord length of 592.93 feet;

Along said non-tangent curve to the right, an arc distance of 593.20 feet to a 1/2-inch iron rod with yellow plastic

cap stamped "ROOME" found for corner;

North 56 deg 15 min 23 sec West, a distance of 45.13 feet to a 1/2-inch iron rod with yellow plastic cap stamped "ROOME" found for corner;

North 80 deg 31 min 18 sec West, a distance of 60.00 feet to a 1/2-inch iron rod with yellow plastic cap stamped "ROOME" found for corner;

South 75 deg 26 min 26 sec West, a distance of 45.00 feet to a 1/2-inch iron rod with yellow plastic cap stamped "ROOME" found for corner and the beginning of a non-tangent curve to the right having a radius of 5,669.58 feet, a central angle of 03 deg 20 min 18 sec, a chord bearing of North 78 deg 01 min 40 sec West and a chord length of 330.30 feet;

Along said non-tangent curve to the right, an arc distance of 330.35 feet to a 1/2-inch iron rod with yellow plastic cap stamped "HALFF" found for the Southeast corner of a tract of land (Tract III) as described in deed to the City of Wylie, Texas, recorded in County Clerk's File No. 20050209000170650, O.P.R.C.C.T., the Southeast corner of Lot 4, Block A, Wylie Civic Center Addition, an addition to the City of Wylie, Collin County, Texas, according to the plat

thereof recorded in Volume 2011, Page 56, O.P.R.C.C.T., and the Southwest corner of a tract of land as described in deed to Wylie Economic Development Corporation, recorded in County Clerk's File No. 2025000124903, O.P.R.C.C.T.;

THENCE North 02 deg 45 min 16 sec East, departing the North right-of-way line of said F.M. 544 and along the East line of said Lot 4, Block A and City of Wylie, Texas (Tract III) tract and the West line of said Wylie Economic Development Corporation tract, a distance of 628.48 feet to a 1/2-inch iron rod found for corner, said iron rod being the Northeast corner of said Lot 4, Block A, Wylie Civic Center Addition and said City of Wylie, Texas (Tract III) tract and the Northwest corner of said Wylie Economic Development Corporation tract and being situated in the Southerly line of said D.A.R.T. tract, said iron rod being the beginning of a non-tangent curve to the left having a radius of 4,147.89 feet, a central angle of 09 deg 03 min 36 sec, a chord bearing of South 86 deg 36 min 12 sec East and a chord length of 65520 feet;

THENCE departing the East line of said Lot 4, Block A and City of Wylie, Texas (Tract III) tract and along the Northerly line of said Wylie Economic Development Corporation tract and the Southerly line of said D.A.R.T. tract, the following:

Along said non-tangent curve to the left, an arc distance of 655.88 feet to a 1/2-inch iron rod with yellow plastic cap stamped "ROOME" found for corner, said iron rod being the Northeast corner of said Wylie Economic Development Corporation tract and the Northwest corner of a tract of land as described in deed to Wylie Realty Investments, L.L.C., recorded in County Clerk's File No. 2022000087717, O.P.R.C.C.T.;

South 89 deg 34 min 09 sec East, a distance of 39.27 feet to a 1/2-inch iron rod with red plastic cap stamped "W.A.I. 5714" set for corner;

North 88 deg 22 min 31 sec East, a distance of 950.49 feet to the POINT OF BEGINNING.

CONTAINING within these metes and bounds 25.484 acres or 1,110,102 square feet of land, more or less.

EXHIBIT "B"

LEGAL DESCRIPTION OF THE CITY PROPERTY

Being a tract of land, situated in the Michael Millirons Survey, Abstract No. 563, in the City of Wylie, Collin County, Texas, and being a part of Lot 4, of WYLIE CIVIC CENTER ADDITION, an addition to the City of Wylie, as recorded in Volume 2011, Page 56, of the Official Public Records, Collin County, Texas (O.P.R.C.C.T.), said tract being more particularly described, as follows:

BEGINNING at a 1/2" iron rod with a plastic cap stamped "HALFF" found for the southeasterly corner of said Lot 4, same being the southwesterly corner of a called 8.573 acre tract, described in deed to the Wylie Economic Development Corporation, as recorded under Document No. 2025000124903, O.P.R.C.C.T., said corner being in the northeasterly monumented line of West F.M. 544 (variable width public right-of-way), from which a 1/2" iron rod found for the southeasterly corner of said 8.573 acre tract bears, South 79°02'04" East, a distance of 545.42', said corner also being at the beginning of a non-tangent curve to the right, having a radius of 5669.58', a central angle of 03°49'39", and a chord which bears, North 74°21'50" West, a chord distance of 378.67';

THENCE along the northeasterly monumented line of said West F.M. 544, the following (5) five courses and distances:

1. Thence along said curve to the right, in a northwesterly direction, an arc length of 378.74' to a TxDOT aluminum monument found for corner;
2. North 47°05'47" West, a distance of 54.75' to a 1/2" iron rod with a red plastic cap found for an angle point;
3. North 71°33'27" West, a distance of 80.00' to a 1/2" iron rod with a plastic cap found for corner;
4. South 83°54'29" West, a distance of 54.92' to a 1/2" iron rod found for corner;
5. North 71°03'49" West, a distance of 1119.39' to a point for the most westerly southwest corner of said Lot 4, same being the southeasterly corner of a called 1.336 acre tract, described in deed to Harvey West, as recorded under Document No. 20140709000703640, O.P.R.C.C.T.;

THENCE North 16°48'00" West, departing the northeasterly monumented line of said West F.M. 544, along the common line between said Lot 4 and said 1.336 acre tract, a distance of 384.17' to a 1/2" iron rod with a plastic cap stamped "RPLS 4653" found for the most westerly corner of said Lot 4, same being the most northerly corner of said 1.336 acre tract, said corner also being in the southeasterly line of a tract of land, described in deed to Texas Power and Light Company (now known as Oncor Electric Delivery Company), as recorded in Volume 575, Page 224, of the Deed Records, Collin County, Texas (D.R.C.C.T.);

THENCE North 49°48'50" East, along the common line between said Lot 4 and said Texas Power and Light Company tract, a distance of 13.89' to a point for the northwesterly corner of said Lot 4, same being the northeasterly corner of said Texas Power and Light Company tract, said corner also being in the southwesterly right-of-way line of Dallas Area Rapid Transit (100' right-of-way), from which a 1/2" iron rod with a plastic cap stamped "HALFF" found bears, South 39°10'02" West, a distance of 0.58';

THENCE along the southwesterly right-of-way line of said Dallas Area Rapid Transit, the following (2) two courses and distances:

1. South 81°01'15" East, a distance of 1696.76' to a point for corner, being at the beginning of a non-tangent curve to the left, having a radius of 4062.72', a central angle of 00°41'36", and a chord which bears, South 81°41'25" East, a chord distance of 49.17';

2. Thence along said curve to the left, in a southeasterly direction, an arc length of 49.17' to a point for the northeasterly corner of said Lot 4, same being the northwesterly corner of the aforementioned 8.573 acre tract, from which a 1/2" iron rod found bears, South 11°15'25" West, a distance of 1.14';

THENCE South 02°45'05" West, along the common line between said Lot 4 and said 8.573 acre tract, a distance of 627.60' to the POINT OF BEGINNING and containing 833,305 square feet or 19.130 acres of land, more or less.

EXHIBIT "B-1"

LEGAL DESCRIPTION OF THE CITY RESTRICTED PARCEL

Being a tract of land, situated in the Michael Millirons Survey, Abstract No. 563, in the City of Wylie, Collin County, Texas, and being a part of Lot 4, of WYLIE CIVIC CENTER ADDITION, an addition to the City of Wylie, as recorded in Volume 2011, Page 56, of the Official Public Records, Collin County, Texas (O.P.R.C.C.T.), said tract being more particularly described, as follows:

BEGINNING at a 1/2" iron rod with a yellow plastic cap stamped "HALFF" found for the southeasterly corner of said Lot 4, same being the southwesterly corner of a called 8.573 acre tract, described in deed to the Wylie Economic Development Corporation, as recorded under Document No. 2025000124903, O.P.R.C.C.T., said corner being in the northeasterly monumented line of West F.M. 544 (variable width public right-of-way), from which a 1/2" iron rod found for the southeasterly corner of said 8.573 acre tract bears, South 79°02'04" East, a distance of 545.42', said 1/2" iron rod with a yellow plastic cap stamped "HALFF" found, also being in a curve to the right, having a radius of 5669.58', a central angle of 03°49'39", and a chord which bears, North 74°21'50" West, a chord distance of 378.67';

THENCE in a northwesterly direction, along said curve to the right, an arc length of 378.74' to a TxDoT monument found for corner;

THENCE continuing along the northeasterly monumented line of said West F.M. 544, the following (2) two courses and distances:

1. North 47°05'47" West, a distance of 54.75' to a 1/2" iron rod with a red plastic cap found for an angle point;
2. North 71°33'27" West, a distance of 40.00' to a point for corner, being the most westerly southwest corner of the herein described tract, from which a 1/2" capped iron rod found bears, North 71°33'27" West, a distance of 40.00';

THENCE over and across said Lot 4, the following (4) four courses and distances:

1. North 12°01'55" East, a distance of 145.00' to a point for corner;
2. North 15°13'23" East, a distance of 292.00' to a point for corner;
3. North 40°12'19" East, a distance of 67.00' to a point for corner;
4. North 06°09'19" East, a distance of 50.00' to a point for corner, being the northwesterly corner of the herein described tract, same being in the southwesterly line of the Dallas Area Rapid Transit 100' right-of-way;

THENCE along the southwesterly right-of-way line of Dallas Area Rapid Transit, the following (2) two courses and distances:

1. South $81^{\circ}01'15''$ East, a distance of 272.00' to a point for corner, being at the beginning of a non-tangent curve to the left, having a radius of 4062.72', a central angle of $00^{\circ}41'36''$, and a chord which bears, South $81^{\circ}41'25''$ East, a chord distance of 49.17';

2. Thence along said non-tangent curve to the left, in a southeasterly direction, an arc length of 49.17' to a point for corner, being the northeasterly corner of said Lot 4, same being the northwesterly corner of the aforementioned 8.573 acre tract, from which a 1/2" iron rod found bears, South $11^{\circ}15'25''$ West, a distance of 1.14';

THENCE South $02^{\circ}45'05''$ West, along the common line between said Lot 4 and said 8.573 acre tract, a distance of 627.60' to the POINT OF BEGINNING and containing 238,644 square feet or 5.4785 acres of land, more or less.

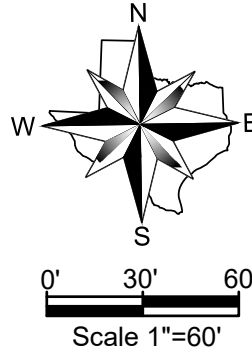
EXHIBIT “C”

DEPICTION OF ACCESS EASEMENT AREA AND ACCESS DRIVE

**NOTE, THIS EXHIBIT SHOULD ALSO SHOW THE CURB CUTS FROM THE
ACCESS DRIVE TO THE CITY PROPERTY**

POINT OF
COMMENCING

**DALLAS AREA
RAPID TRANSIT**
(100' right-of-way)



ABBREVIATION LEGEND

ABBR.	DEFINITION
CC#	COUNTY CLERK'S FILE NO.
CIRF	IRON ROD FOUND WITH CAP
CIRS	IRON ROD SET W/CAP STAMPED "W.A.I. 5714"
CM	CONTROLLING MONUMENT
MAG	MAG NAIL SET WITH SHINER STAMPED "W.A.I. R.P.L.S. 5714"
PKF	PK NAIL FOUND
PKS	PK NAIL SET
XCF	"X" CUT IN CONCRETE FOUND
XCS	"X" CUT IN CONCRETE SET

APPROXIMATE LOCATION
OF ABSTRACT LINE

CITY OF WYLIE, TEXAS
TRACT III
CC# 20050209000170650

LOT 4, BLOCK A
WYLIE CIVIC CENTER
ADDITION
VOL. 2011, PG. 56

MICHAEL MILLIRONS SURVEY,
ABSTRACT NO. 563

ACCESS EASEMENT
0.801 ACRES
(34,907 SQ. FT.)

CURVE TABLE

NO.	DELTA	RADIUS	LENGTH	CH. L	CH. B
C1	0°25'23"	5,669.58'	41.88'	41.88'	S76°34'13"E
C2	90°00'00"	29.50'	46.34'	41.72'	N42°14'44"W
C3	90°00'00"	30.00'	47.12'	42.43'	N47°45'16"E
C4	22°10'45"	50.00'	19.35'	19.23'	N13°50'38"E
C5	22°10'45"	50.00'	19.35'	19.23'	N13°50'38"E
C6	90°00'00"	20.00'	31.42'	28.28'	N42°14'44"W
C7	0°46'48"	5,669.58'	77.19'	77.19'	S77°10'19"E

LINE TABLE

LINE #	BEARING	DISTANCE
L1	N87°14'44"W	11.65'
L2	N02°45'16"E	31.00'
L3	S87°14'44"E	19.25'
L4	N02°45'16"E	51.30'
L5	N87°14'44"W	36.65'
L6	N02°45'16"E	26.00'
L7	S44°29'07"E	43.45'

WYLIE ECONOMIC
DEVELOPMENT
CORPORATION
CC# 2025000124903

APPROXIMATE LOCATION
OF ABSTRACT LINE

ELLIOT C. DAVIDSON SURVEY,
ABSTRACT NO. 266

DUKE STRICKLAND SURVEY,
ABSTRACT NO. 841

1/2" CIRF "HALFF" (Y)
CM (VOL. 2011, PG. 56)

POINT OF
BEGINNING

F.M. 544
(variable width right-of-way)

1/2" CIRF
"ROOME" (Y)

1/2" CIRF
"ROOME" (Y)

1/2" CIRF
"ROOME" (Y)

1/2" CIRF
"ROOME" (Y)

1/2"
IRF



**Winkelmann
& Associates, Inc.**

CONSULTING CIVIL ENGINEERS ■ SURVEYORS

6750 HILLCREST PLAZA DRIVE, SUITE 215
DALLAS, TEXAS 75230

(972) 490-7090
(972) 490-7099 FAX

Texas Engineers Registration No. 89
Texas Surveyors No. 10086600 Expires 12-31-26
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Scale : 1" = 100'	REVIEWED		
Date : 10.13.26	0	000	00.00.0000
Project No. : 58846.0A	No.	TECH	DATE
Dwg. File : 58846.0A-ACCESS-ESMT			

EXHIBIT "C"

ACCESS EASEMENT EXHIBIT
0.801 ACRES, (34,907 SQ. FT.)

SHEET

**1
OF
3**

EXHIBIT “C-1”

LEGAL DESCRIPTION OF ACCESS EASEMENT AREA

ACCESS EASEMENT EXHIBIT

STATE OF TEXAS §
COUNTY OF COLLIN §

BEING a tract of land situated in the MICHAEL MILLIRONS SURVEY, ABSTRACT NO. 563, DUKE STRICKLAND SURVEY, ABSTRACT NO. 841, and ELLIOT C. DAVIDSON SURVEY, ABSTRACT NO. 266, in the City of WYLIE, COLLIN County, Texas, and being a portion of a tract of land as described in deed to Wylie Economic Development Corporation, recorded in County Clerk's No. 2025000124903, Official Public Records, Collin County, Texas (O.P.R.C.C.T.), and being more particularly described as follows:

COMMENCING at a 1/2-inch iron rod found for the Northwest corner of said Wylie Economic Development Corporation tract, and the Northeast corner of Lot 4, Block A, Wylie Civic Center Addition found in Volume 2011, Page 56, and situated in the South right-of-way line of Dallas Area Rapid Transit Railroad right-of-way (100 foot right-of-way);

THENCE South 02 deg 45 min 16 sec West along the West line of said Wylie Development Corporation, and the East line of said Lot 4 Block A, a distance of 628.48 feet to a 1/2-inch iron rod with yellow plastic cap stamped "HALFF" found for the Southwest corner of said Wylie Economic Development tract, and the Southeast corner of said Lot 4, Block A, being situated in the North right-of-way line of F.M. 544 (a variable width right-of-way), said iron rod also being the beginning of a curve to left, having a radius of 5,669.58, a central angle of 00 deg 25 min 23 sec, a chord bearing of South 76 deg 34 min 13 sec East, and a chord length of 41.88 feet;

THENCE departing said common line, and along said curve to the left, said North right-of-way line, and the South line of said Wylie Economic Development Corporation, an arc distance of 41.88 feet to a point for corner, and the POINT OF BEGINNING;

THENCE departing said common line, and over and across said Wylie Economic Development tract, the following;

North 02 deg 45 min 16 sec East, a distance of 195.05 feet to a point for corner and the beginning a curve to the left, having a radius of 29.50 feet, a central angle of 90 deg 00 min 00 sec, a chord bearing of North 42 deg 14 min 44 sec West, and a chord length of 41.72 feet;

Along said curve to the left, a arc distance of 46.34 feet to a point for corner;

North 87 deg 14 min 44 sec West, a distance of 11.65 feet to a point for corner, said point being situated in the West line of said Wylie Economic Development Corporation tract, and the East line of said Lot 4, Block A;

THENCE North 02 deg 45 min 46 sec East, along said common line, a distance of 31.00 feet to a point for corner;

THENCE departing said common line, South 87 deg 14 min 44 sec East, a distance of 19.25 feet to a point for corner and the beginning of a curve to the left, having a radius of 30.00 feet, a central angle of 90 deg 00 min 00 sec, a chord bearing of North 47 deg 45 min 16 sec East, and a chord length of 42.43 feet;

Along said curve to the left, an arc distance of 47.12 feet to a point for corner;

North 02 deg 45 min 16 sec East, a distance of 51.30 feet to a point for corner and the beginning of a curve to the right, having a radius of 50.00 feet, a central angle of 22 deg 10 min 45 sec, and chord bearing of North 13 deg 50 min 38 sec East, and a chord length of 19.23 feet;

Along said curve to the left, an arc distance of 19.35 feet to a point for corner and the beginning of a curve to the left, having a radius of 50.00 feet, a central angle of 22 deg 10 min 45 sec, a chord bearing of North 13 deg 50 min 38 sec East, and a chord length of 19.23 feet;

Along said curve to the left, an arc distance of 19.35 feet to a point for corner;

(CON'T ON SHEET 3)



**Winkelmann
& Associates, Inc.**

CONSULTING CIVIL ENGINEERS ■ SURVEYORS

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Texas Engineers Registration No. 89
Texas Surveyors No. 10086600 Expires 12-31-26
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Scale :	N/A	REVIEWED		
Date :	10.14.26	0	000	00.00.0000
Project No. :	58846.0A	No.	TECH	DATE
Dwg. File :	58846.0A-ACCESS-ESMT			

EXHIBIT "C-1"
ACCESS EASEMENT EXHIBIT
0.801 ACRES, (34,907 SQ. FT.)

SHEET
2
OF
3

ACCESS EASEMENT EXHIBIT

(CONT FROM SHEET 2)

North 02 deg 45 min 16 sec East, a distance of 182.13 feet to a point for corner and the beginning of a curve to the left, having a radius of 20.00 feet, a central angle of 90 deg 00 min 00 sec, a chord bearing of North 42 deg 14 min 44 sec West, and a chord length of 28.28 feet;

Along said curve to the left, an arc distance of 31.42 feet to a point for corner;

North 87 deg 14 min 44 sec West, a distance of 36.65 feet to a point for corner, said point being situated in the West line of said Wylie Economic Development Corporation tract, and the East line of said Lot 4, Block A;

THENCE North 02 deg 45 min 16 sec East, along said common line, a distance of 26.00 to a point for corner;

THENCE departing said common line South 87 deg 14 min 44 sec East, a distance of 85.23 feet to a point for corner;

South 02 deg 45 min 04 sec West, a distance of 317.68 feet to a point for corner;

South 44 deg 29 min 07 sec East, a distance of 43.45 feet to a point for corner;

South 02 deg 45 min 16 sec West, a distance of 269.05 feet to a point for corner, being situated in the North right-of-way line of said F.M. 544, and the South line of said Wylie Economic Development Corporation tract, and the beginning of a curve to the right, having a radius of 5,669.58 feet, a central angle of 00 deg 46 min 48 sec, a chord bearing of North 77 deg 10 min 19 sec West, and a chord length of 77.19 feet;

THENCE along said curve to the right and said common line, an arc distance of 77.19 feet to the POINT OF BEGINNING;

CONTAINING within these metes and bounds 0.801 acres or 34,907 square feet of land, more or less.

Bearings shown hereon are based upon an on-the-ground Survey performed in the field on the 30th day of May, 2026, utilizing a G.P.S. bearing related to the Texas North Central Zone (4202), NAD 83, grid values from the GeoShack VRS network.



**Winkelmann
& Associates, Inc.**

CONSULTING CIVIL ENGINEERS ■ SURVEYORS

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(972) 490-7099 FAX

Texas Engineers Registration No. 89
Texas Surveyors No. 10086600 Expires 12-31-26
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Scale :	N/A	REVIEWED		
Date :	10.14.26	0	000	00.00.0000
Project No. :	58846.0A	No.	TECH	DATE
Dwg. File :	58846.0A-ACCESS-ESMT			

EXHIBIT "C-1"
ACCESS EASEMENT EXHIBIT
0.801 ACRES, (34,907 SQ. FT.)

SHEET
3
OF
3

EXHIBIT “D”

RESTRICTIVE COVENANT

Subject to the exclusion described below for a Costco Facility or Business, City hereby covenants and agrees, for itself and all future Owners of the City Restricted Parcel, that:

(a) No portion of the City Restricted Parcel shall be used or operated:

(i) as a wholesale or retail general merchandise facility that has a merchandising concept based upon a relatively limited number of stock keeping units in a large number of product categories (the “**Merchandising Concept**”);

(ii) as a business that conducts the retail sale of groceries or provides retail grocery delivery services, whether through a bricks and mortar store or by ecommerce sales, or otherwise operates as a grocery store or supermarket, including, without limitation, a grocery store or supermarket that forms a part of or is otherwise integrated into a larger retail store, such as the business concepts commonly referred to as a “supercenter” or “hypermarket” and specifically including Amazon Fresh including, without limitation, a specialty grocery store or supermarket operating under the trade name of H-E-B, Aldi, Wegmans, Trader Joe’s, Sprouts, Lidl, Whole Foods or any replacement trade name of any of the foregoing (a “**Grocer**”);

(iii) as a wholesale or retail establishment selling wine, beer, spirits or other alcoholic beverages intended for off-premises consumption (an “**Alcoholic Beverage Retailer**”);

(iv) as a “Wal-Mart” store or “Wal-Mart Supercenter” or any other store operated under the “Wal-Mart” brand (a “**Wal-Mart**”);

(v) to support a facility operating under the Merchandising Concept, as a Grocer, as an Alcoholic Beverage Retailer or as a Walmart (i.e., for parking or other necessary improvements for such a facility);

(vi) as a car wash;

(vii) as a motor vehicle fuel or service station; or

(viii) as motor vehicle tire sales, service or installation facility; provided that any motor vehicle tire sales, service or installation facility that is operated by and in connection with a general merchandise retail store or a traditional department store shall not be prohibited by this restriction.

(b) The Merchandising Concept restriction includes, but shall not be limited to: (i) any business that operates as a warehouse club; (ii) any business operated under the tradenames of Sam's, BJ's, Price Smart, Jetro or Smart and Final; and (iii) any business similar to those

operated under the tradenames Costco, Sam's, BJ's, Price Smart, Jetro or Smart and Final. The Merchandising Concept restriction does not prohibit any of the following uses on the City Restricted Parcel: (A) a specialty retail store that primarily sells goods in a few specific product categories, such as pet food, sporting goods, office supplies, home goods, home improvements, books, toys, party supplies, craft supplies, apparel, shoes, furniture, appliances or electronics; or (B) a traditional department store, discount department store or junior department store, such as Kohl's, Target or K Mart (but specifically excluding a Wal-Mart).

(c) Notwithstanding anything to the contrary contained herein, in no event shall any of the prohibitions set forth in paragraphs (a) or (b) above prohibit the City Restricted Parcel from being used for or as a Costco Facility or Business.

(d) As used herein, a “**Costco Facility or Business**” shall mean any facility or business owned, leased, franchised, managed, operated or controlled by Costco Wholesale Corporation or by any affiliate of or successor to Costco Wholesale Corporation, including, without limitation, a Costco Wholesale warehouse club, Costco Wholesale business center, or any of the constituent or ancillary uses associated therewith. A Costco Facility or Business shall also include a facility or business that is owned or operated by a person or entity other than Costco Wholesale Corporation, or any affiliate of or successor to Costco Wholesale Corporation, but .Facility or Business, such as leased or licensed departments, or co-branded or ancillary uses.

(e) These restrictive covenants shall run with the title to the City Restricted Parcel and shall be binding upon successors and assigns of City.

(f) City acknowledges that the breach of the foregoing restrictive covenants may cause immediate and irreparable harm for which damages are not an adequate remedy and that, to protect against such harm, Costco may seek and obtain from a court of competent jurisdiction the issuance of a restraining order or injunction to prohibit any actual or threatened breach. Such an action for a restraining order or injunction is in addition to and does not limit any and all other remedies provided by law or equity.