

DISTRICT	SETBACKS		Density	Height	Lot Coverage	Special Standards	PRIMARY Uses
	Front	Side/Rear					
GO(A) General office	15'	OTHER: No Min. 20' adjacent to residential OTHER: No Min.	4.0 FAR	270' 20 stories	80%	Proximity Slope U-form setback Tower spacing Visual Intrusion	Office, lodging – limited retail & personal service uses
NS(A) Neighborhood service	15'	20' adjacent to residential OTHER: No Min.	0.5 FAR	30' 2 stories	40%		Retail & personal service, office
CR Community retail	15'	20' adjacent to residential OTHER: No Min.	0.75 FAR overall 0.5 office	54' 4 stories	60%	Proximity Slope Visual Intrusion	Retail & personal service, office
RR Regional retail	15'	20' adjacent to residential OTHER: No Min.	1.5 FAR overall 0.5 office	70' 5 stories	80%	Proximity Slope U-form setback Visual Intrusion	Retail & personal service, office
CS Commercial Service	15' 0' on minor	20' adjacent to residential OTHER: No Min.	0.75 FAR overall 0.5 office/ lodging/ retail combined	45' 3 stories	80%	Proximity Slope Visual Intrusion	Commercial & business service, supporting retail & personal service & office
LI Light Industrial	15'	30' adjacent to residential OTHER: No Min.	1.0 FAR overall 0.75 office/ retail 0.5 retail	70' 5 stories	80%	Proximity Slope Visual Intrusion	Industrial, wholesale distribution & storage, supporting office & retail
IR Industrial research	15'	30' adjacent to residential OTHER: No Min.	2.0 FAR overall 0.75 office/ retail 0.5 retail	200' 15 stories	80%	Proximity Slope Visual Intrusion	Industrial, wholesale distribution & storage, supporting office & retail
IM Industrial manufacturing	15' 0' on minor	30' adjacent to residential OTHER: No Min.	2.0 FAR overall 0.75 office/ retail 0.5 retail	110' 8 stories	80%	Proximity Slope Visual Intrusion	Industrial, wholesale distribution & storage, supporting office & retail
CA-1(A) Central area	0'	0'	20.0 FAR	Any legal height	100%		All but the heaviest industrial uses
CA-2(A) Central area	0'	0'	20.0 FAR	Any legal height	100%		All but the heaviest industrial uses
MU-1 Mixed use-1	15'	20' adjacent to residential OTHER: No Min.	0.8 FAR base 1.0 FAR maximum + bonus for residential	90' 7 stories 120' 9 stories with retail	80%	Proximity Slope U-form setback Tower spacing Visual Intrusion	Office, retail & personal service, lodging, residential
MU-2 Mixed use-2	15'	20' adjacent to residential OTHER: No Min.	1.6 FAR base 2.0 FAR maximum + bonus for residential	135' 10 stories 190' 14 stories with retail	80%	Proximity Slope U-form setback Tower spacing Visual Intrusion	Office, retail & personal service, lodging, residential
MU-3 Mixed use-3	15'	20' adjacent to residential OTHER: No Min.	3.2 FAR base 4.0 FAR maximum + bonus for residential	270' 20 stories	80%	Proximity Slope U-form setback Tower spacing Visual Intrusion	Office, retail & personal service, lodging, residential, trade center
MC-1 Multiple commercial-1	15' Urban form	20' adjacent to residential OTHER: No Min.	0.8 FAR base 1.0 maximum	70' 5 stories	80%	Proximity Slope U-form setback Tower spacing Visual Intrusion	Office, retail & personal service, lodging
MC-2 Multiple commercial-2	15' Urban form	20' adjacent to residential OTHER: No Min.	0.8 FAR base 1.0 maximum	90' 7 stories	80%	Proximity Slope U-form setback Tower spacing Visual Intrusion	Office, retail & personal service, lodging
MC-3 Multiple commercial-3	15' Urban form	20' adjacent to residential OTHER: No Min.	1.2 FAR base 1.5 maximum	115' 9 stories	80%	Proximity Slope U-form setback Tower spacing Visual Intrusion	Office, retail & personal service, lodging
MC-4 Multiple commercial-4	15' Urban form	20' adjacent to residential OTHER: No Min.	1.6 FAR base 2.0 maximum	135'	80%	Proximity Slope U-form setback Tower spacing Visual Intrusion	Office, retail & personal service, lodging
UC-1 Urban Corridor-1	0' Urban form	0' adjacent to CA, MU or UC; 10' adjacent to R, TH, D or CH; 5' all others	10 DU/ acre 0.6 FAR base 2.0 maximum	30' – 55' w/parking bonus	80%	2 story min. 4 story max. Proximity Slope U-form setback	Office, retail & personal service, multi-family
UC-2 Urban Corridor-2			35 DU/acre 0.85 FAR base 3.6 maximum	40' – 80' w/parking bonus	80%	3 story min. 6 story max. Proximity Slope U-form setback	Office, retail & personal service, multi-family
UC-3 Urban Corridor-3			45 DU/acre 1.0 FAR base 4.5 maximum	55' – 100' w/parking bonus	80%	4 story min. 6 story max. Proximity Slope U-form setback	Office, retail & personal service, multi-family
P(A) Parking							Surface parking

Prepared By:

Wal-Mart Stores East, Inc.
 Sam M. Walton Development Complex
 2001 S. E. 10th Street
 Bentonville, AR 72716-0550
 Attention: Valerie Eden

2851324

4564677
04/21/04

\$22.00 Deed

After recording return to:
 Fidelity National Title
 717 North Harwood Street, Suite 800
 Dallas, TX 75201
 Attention: Rod Paris

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

SPECIAL WARRANTY DEED

This SPECIAL WARRANTY DEED made this *April 9*, 2004, between WAL-MART STORES TEXAS, LP, a Texas limited partnership, with a corporate address of 702 S. W. 8th Street, Bentonville, AR 72716 ("Grantor"), and WHEATLAND MARKETPLACE ASSOCIATES, LIMITED PARTNERSHIP a Texas limited partnership, with a corporate address of 5001 Spring Valley Rd., Suite 1100W, Dallas, TX 75244 ("Grantee"),

WITNESSETH:

THAT GRANTOR, for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, to it in hand paid by Grantee, the receipt whereof is hereby acknowledged, does hereby forever grant, bargain, sell, convey and confirm to Grantee, and its successors and assigns, a certain tract of land, containing 5.24 ACRES, more or less, situated, lying, and being in the City of Dallas, Dallas County, Texas, as more particularly described to wit:

See Exhibit "A" attached hereto and made a part hereof ("Property");

TO HAVE AND TO HOLD said land unto Grantee, and its successors and assigns, forever, with all tenements, appurtenances and hereditaments thereunto belonging, subject to easements, conditions, restrictions and other matters of record, and subject to the following conditions and restrictions:

- (a) Grantee covenants that the Property shall only be used for purposes of the kind typically found in shopping centers, including, but not limited to, offices, restaurants, and retail shops;
- (b) Grantee further covenants that the Property shall not be used for or in support of the following: (i) a discount store in excess of eight thousand (8,000) square feet in floor size, wholesale membership/warehouse club, grocery store/supermarket, pharmacy/drug store; (ii) gas station, quick lube/oil change facility, automobile tire sales; (iii) movie theater, bowling alley, health spa/fitness center; (iv) adult book store, pawn shop, bar, night club, billiard parlor, any place of recreation/amusement, or any business whose principal revenues are from the sale of alcoholic beverages; or (v) any business whose major source of business is derived from the cashing of checks; An American General or Citigroup store shall not be considered a violation of this restriction. Subsection 5(b) (i) shall not be construed to prohibit a single price point variety store that offers all of its merchandise for sale at a single price point per item, so long as such store does not exceed 8,000 square feet in floor size. Subsection 5(b)(v) shall not be construed to prohibit the regular business of any bank or

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- financial institution insured by the FDIC, or any entity affiliated with a bank or financial institution insured by the FDIC.
- (c) Grantee further covenants that only four (4) one-story buildings may be erected on said Property, each building, so long as the applicable parking ratio required herein is met, for each building considered separately, shall not exceed twenty six (26) feet in height.
- (d) Grantee further covenants that in the event the any one of the four buildings is used for a building with multiple tenants, then that property shall not be less than five (5) parking spaces for every one thousand (1,000) square feet of floor building area thereon, and an additional seven (7) parking spaces for every one thousand (1,000) square feet of floor building area used for restaurants exceeding two thousand (2,000) square feet; in the event that any one of the four buildings is used for a building containing a single restaurant then such property shall not be less than fifteen (15) parking spaces on the Property for every one thousand (1,000) square feet of floor building area used for that single restaurant; for all other uses permitted hereunder there shall not be less than five (5) parking spaces per one thousand (1,000) square feet of floor building area on the Property over all.
- (e) Grantee further covenants that: (i) only signs advertising business located on the Property may be erected thereon; (ii) the Property and all improvements erected or constructed thereon shall be maintained in good condition and repair; and (iii) the exterior of which shall not be constructed of metal, except that the roof and studs may be constructed of metal. Grantee shall be allowed to construct no more than two (2) pylon signs on the Property;
- (f) Grantor reserves the right to approve, prior to commencement of any construction by Grantee of any buildings or improvements on the Property, Grantee's: (i) site plans, (ii) utility plans including connections, (iii) grading plans including stormwater management, (iv) setbacks from lot lines, (v) location and dimensions of parking areas and spaces, driveways, and service areas, (vi) landscaping plans, (vii) the placement of Grantee's building(s) and other improvements including square footage of building(s), (viii) exterior elevations and (ix) signage ("Development Plan") prepared by certified/licensed architects and/or engineers and conforming with the restrictions set forth above. Grantee shall deliver said Development Plan to Grantor for its approval. Grantor shall have thirty (30) days after receipt of the Development Plan from Grantee to approve or disapprove the Development Plan in writing. If the Development Plan is disapproved, Grantor shall give the reasons for such disapproval, and Grantee shall resubmit to Grantor a revised Development Plan incorporating Grantor suggested revisions within thirty (30) days from the date of Grantee's receipt of Grantor's disapproval, and the same time schedule as mentioned above shall be repeated until the Development Plan is approved;
- (g) All such covenants, conditions, restrictions and approval rights shall remain in effect for a period of fifty (50) years. The aforesaid covenants, conditions, restrictions and approval rights shall run with and bind the Property, and shall bind Grantee or an affiliated company, or its successors or assigns, and shall inure to the benefit of and be enforceable by Grantor, or an affiliated company, or its successors and assigns, by any appropriate proceedings at law or in equity to prevent violations of such covenants, conditions, restrictions and approval rights and/or to recover damages for such violations.

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AND SAID GRANTOR does hereby warrant the title to said Property, and will defend the same against the lawful claims of all persons claiming under Grantor, but none other, subject to the easements, encumbrances, restrictions, and other matters of record and the covenants, conditions, and restrictions as stated herein, and subject to real property taxes for the year of 2004, and thereafter.

[signature page follows]

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FILED AND RECORDED
OFFICIAL PUBLIC RECORDS

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Cliff
Carson
COUNTY CLERK
DALLAS CO., TEXAS

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