



Prosper is a place where everyone matters.

AGENDAS

**Meeting of the Town of Prosper Tax
Increment Reinvestment Zone No. 1
Board of Directors**

**Meeting of the Town of Prosper Tax
Increment Reinvestment Zone No. 2
Board of Directors**

Meeting of the Prosper Town Council

Prosper Municipal Chambers
108 W. Broadway, Prosper, Texas
Tuesday, January 26, 2016
6:00 p.m.

Meeting of the Town of Prosper Tax Increment Reinvestment Zone No. 1 Board of Directors

Time: 6:00 p.m.

1. Call to Order/Roll Call.
2. Receive the 2015 Annual Report.
3. Adjourn.

Meeting of the Town of Prosper Tax Increment Reinvestment Zone No. 2 Board of Directors

**Time: Immediately following the Meeting of the Tax Increment Reinvestment Zone No. 1
Board of Directors**

1. Call to Order/Roll Call.
2. Receive the 2015 Annual Report.
3. Adjourn.

Meeting of the Prosper Town Council

**Time: Immediately following the Meeting of the Tax Increment Reinvestment Zone No. 2
Board of Directors**

1. Call to Order/Roll Call.
2. Invocation, Pledge of Allegiance and Pledge to the Texas Flag.
3. Announcements of recent and upcoming events.

4. CONSENT AGENDA:

(Items placed on the Consent Agenda are considered routine in nature and non-controversial. The Consent Agenda can be acted upon in one motion. Items may be removed from the Consent Agenda by the request of Council Members or staff.)

- 4a.** Consider and act upon minutes from the following Town Council meetings. **(RB)**
 - Regular Meeting – December 8, 2015
- 4b.** Consider and act upon rejecting all bids received for Bid No. 2016-10-B Prosper Road Improvements Project 2016 - Harper Road Repair. **(JC)**
- 4c.** Consider and act upon a resolution authorizing the reduction and release of the Town of Prosper's extraterritorial jurisdiction and entering into a development agreement, as a result of the Interlocal Agreement between the Town of Prosper, Texas, the Town of Little Elm, Texas, and the City of Aubrey, Texas, for the Allocation of Extraterritorial Jurisdiction, and Development Agreement between the Town of Prosper and Hillwood Enterprises, L.P., by removing 108± acres of land from the Town's extraterritorial jurisdiction, generally located west of FM 1385 and north of Fishtrap Road, and authorizing the Town Manager to execute same. **(HW)**
- 4d.** Consider and act upon an ordinance repealing Section 12.07.002, "County Road 81," of Chapter 12, "Traffic and Vehicles," of the Code of Ordinances of the Town of Prosper, Texas, and authorizing the Mayor to execute same. **(HW)**

5. CITIZEN COMMENTS:

(The public is invited to address the Council on any topic. However, the Council is unable to discuss or take action on any topic not listed on this agenda. Please complete a "Public Meeting Appearance Card" and present it to the Town Secretary prior to the meeting.)

REGULAR AGENDA:

(If you wish to address the Council during the regular agenda portion of the meeting, please fill out a "Public Meeting Appearance Card" and present it to the Town Secretary prior to the meeting. Citizens wishing to address the Council for items listed as public hearings will be recognized by the Mayor. Those wishing to speak on a non-public hearing related item will be recognized on a case-by-case basis, at the discretion of the Mayor and Town Council.)

PUBLIC HEARINGS:

- 6.** Conduct a Public Hearing, and consider and act upon a request to rezone 15.7± acres, from Commercial (C) and Planned Development-25 (PD-25) to Planned Development-Retail (PD-R), located on north side of US 380, 580± feet west of Custer Road. (Z15-0011). **(JW)**
- 7.** Conduct a Public Hearing, and consider and act upon a request for a Special Purpose Sign District for Kroger, on 23.4± acres, located on the northwest corner of US 380 and Custer Road. (MD15-0004). **(JW)**

DEPARTMENT ITEMS:

8. Discussion on Town Hall/Multi-Purpose Facility. **(HW)**
9. Consider and act upon authorizing the Town Manager to execute a Wastewater Impact Fees Reimbursement Agreement between TVG Texas I, LLC, and the Town of Prosper, Texas, related to the extension of wastewater lines to serve the Windsong Ranch development. **(HW)**
10. Consider and act upon authorizing the Town Manager to execute a Roadway Impact Fees Reimbursement Agreement between TVG Texas I, LLC, and the Town of Prosper, Texas, related to the extension of thoroughfares to serve the Windsong Ranch development. **(HW)**

11. **EXECUTIVE SESSION:**

Recess into Closed Session in compliance with Section 551.001 et seq. Texas Government Code, as authorized by the Texas Open Meetings Act, to deliberate regarding:

- 11a. *Section 551.087 – To discuss and consider economic development incentives.*
- 11b. *Section 551.072 – To discuss and consider purchase, exchange, lease or value of real property for municipal purposes and all matters incident and related thereto.*
- 11c. *Section 551.071 – Consultation with the Town Attorney regarding legal issues associated with annexation agreements in Town ETJ areas, development issues associated with areas subject to annexation agreements, and all matters incident and related thereto.*
- 11d. *Section 551.071 – Consultation with the Town Attorney regarding legal issues associated with the Texas Department of Housing and Community Affairs HTC Program, including requirements under Title 10, Chapter 10 of the Texas Administrative Code, and all matters incident and related thereto.*

12. Reconvene in Regular Session and take any action necessary as a result of the Closed Session.
13. Possibly direct Town staff to schedule topic(s) for discussion at a future meeting.
 - Discussion of Capital Improvement Advisory Committee (CIAC) pursuant to Chapter 395 of the Texas Local Government Code. **(HW)**
14. Adjourn.

CERTIFICATION

I, the undersigned authority, do hereby certify that this Notice of Meeting was posted at Prosper Town Hall, located at 121 W. Broadway Street, Prosper, Texas 75078, a place convenient and readily accessible to the general public at all times, and said Notice was posted on January 22, 2016, by 5:00 p.m., and remained so posted at least 72 hours before said meeting was convened.

Robyn Battle, Town Secretary

Date Noticed Removed

Pursuant to Section 551.071 of the Texas Government Code, the Town Council reserves the right to consult in closed session with its attorney and to receive legal advice regarding any item listed on this agenda.

NOTICE

Pursuant to Town of Prosper Ordinance No. 13-63, all speakers other than Town of Prosper staff are limited to three (3) minutes per person, per item, which may be extended for an additional two (2) minutes with approval of a majority vote of the Town Council.

NOTICE OF ASSISTANCE AT PUBLIC MEETINGS: The Prosper Town Council meetings are wheelchair accessible. For special services or assistance, please contact the Town Secretary's Office at (972) 569-1011 at least 48 hours prior to the meeting time.



Prosper is a place where everyone matters.

MINUTES
Regular Meeting of the
Prosper Town Council
Prosper Municipal Chambers
108 W. Broadway Street, Prosper, Texas
Tuesday, January 12, 2016

1. Call to Order/Roll Call.

The meeting was called to order at 6:04 p.m.

Council Members Present:

Mayor Ray Smith
Mayor Pro-Tem Meigs Miller
Councilmember Kenneth Dugger (arrived at 6:16 p.m.)
Councilmember Michael Korbuly
Councilmember Mike Davis
Councilmember Jason Dixon

Council Members Absent:

Deputy Mayor Pro-Tem Curry Vogelsang, Jr.

Staff Members Present:

Harlan Jefferson, Town Manager
Robyn Battle, Town Secretary
Terrence Welch, Town Attorney
Hulon Webb, Executive Director of Development and Community Services
John Webb, Development Services Director
Alex Glushko, Senior Planner
Jonathan Hubbard, Planner
Leslie Scott, Library Director
January Cook, Purchasing Agent
Betty Pamplin, Accounting Manager
Baby Raley, Human Resources Director
Doug Kowalski, Police Chief
Gary McHone, Assistant Police Chief
Sergeant Barrett Morris

2. Invocation, Pledge of Allegiance and Pledge to the Texas Flag.

Bishop John Sallaway of the Church of Jesus Christ of Latter-Day Saints led the invocation. The Pledge of Allegiance and the Pledge to the Texas Flag were recited.

3. Announcements of recent and upcoming events.

Councilmember Davis read the following announcements:

Prosper residents are encouraged to increase their fitness by pledging to walk, jog, run, bike or swim more than 100 miles between January 15 and April 15. Participants who

accept the challenge can download a Mileage Tracking Sheet from www.ProspersParksandRec.org.

The Mayor has also endorsed a statewide competition called "It's Time - Texas Community Challenge," presented by H-E-B. The challenge seeks to mobilize residents to compete with municipalities of similar size as part of the year-round schedule of recreation activities to promote family and neighbor interaction in community parks. For a full listing of Town recreation activities, please visit www.ProspersParksandRec.org.

Brooke Walpole, a student at Rucker Elementary, carried the Prosper banner at the annual NFL Punt, Pass, Kick competition. Brooke was the Town's only first place winner at the local Sectional who advanced to compete at Cowboy Stadium, and she placed third overall in her age group.

TxDOT and Mario Sinacola will close the outside, westbound lane of US 380 between Custer and Lovers Lane for approximately one week to allow workers to lay asphalt on the newly-constructed lane. Motorists should anticipate minor delays while traveling on US 380.

Friday, January 15 will be the last day to drop off Christmas trees at the lot between the Fire Station and the water tower on First Street. Trees must be cleared of any lights, decorations, and ornaments.

4. **Presentations**

- **Presentation of a Proclamation to the PASO Firecrackers for winning the league's first U-10 state championship. (RB)**

Mayor Smith presented the Proclamation to the team.

- **Presentation to the Town's website committee for winning a 2015 Gold Davey Award for best municipality website. (RB)**

January Cook, Baby Raley, Leslie Scott, Gary McHone, and Alex Glushko were present to receive the award.

Councilmember Dugger arrived and took his place at the Council bench.

5. **CONSENT AGENDA:**

(Items placed on the Consent Agenda are considered routine in nature and non-controversial. The Consent Agenda can be acted upon in one motion. Items may be removed from the Consent Agenda by the request of Council Members or staff.)

- 5a. **Consider and act upon minutes from the following Town Council meetings. (RB)**

- **Regular Meeting – December 8, 2015**

- 5b. **Receive the November 2015 Financial Report. (BP)**

- 5c. Consider and act upon Resolution No. 16-01 authorizing the Town Manager to execute an application to the Texas Book Festival for the 2016 Collection Enhancement Grant. (LS)
- 5d. Consider and act upon Resolution No. 16-02 authorizing the Town Manager to execute an application to FEMA for the Assistance to Fire Fighters Grant. (RT)
- 5e. Consider and act upon authorizing the construction manager at risk contracting method of construction of the Frontier Park - North Field Improvements project. (PN)
- 5f. Consider and act upon whether to direct staff to submit a written notice of appeal on behalf of the Town Council to the Development Services Department, pursuant to Chapter 4, Section 1.5(C)(7) and 1.6(B)(7) of the Town's Zoning Ordinance, regarding action taken by the Planning & Zoning Commission on any Site Plan or Preliminary Site Plan. (AG)

Mayor Pro-Tem Miller made a motion and Councilmember Korbuly seconded the motion to approve all items on the Consent Agenda. The motion was approved by a vote of 6-0.

6. CITIZEN COMMENTS:

(The public is invited to address the Council on any topic. However, the Council is unable to discuss or take action on any topic not listed on this agenda. Please complete a "Public Meeting Appearance Card" and present it to the Town Secretary prior to the meeting.)

Lena Smith, representing the Prosper Ladies Association (PLA), presented information regarding their upcoming fundraiser, "IMforCharity." The event will be held on March 28, 2016, and it is intended to break the Guinness World Record for the most people texting within a 60-second time frame. Proceeds will benefit The Samaritan Inn and other charities supported by PLA.

REGULAR AGENDA:

(If you wish to address the Council during the regular agenda portion of the meeting, please fill out a "Public Meeting Appearance Card" and present it to the Town Secretary prior to the meeting. Citizens wishing to address the Council for items listed as public hearings will be recognized by the Mayor. Those wishing to speak on a non-public hearing related item will be recognized on a case-by-case basis, at the discretion of the Mayor and Town Council.)

PUBLIC HEARINGS:

- 7. Presentation of service plan and second Public Hearing to consider the voluntary annexation of 100.0± acres generally located on the south side of Prosper Road, 2,500± feet west of Legacy Drive. (A15-0003). (JW)

Development Services Director John Webb presented this item before the Town Council. The property owner has submitted a petition to be annexed by the Town. Upon annexation, the property would be classified as agricultural, unless otherwise rezoned.

Mayor Smith opened the Public Hearing.

With no one speaking, Mayor Smith closed the Public Hearing.

No further action was taken.

Mayor Smith stepped down from the Council bench.

8. Conduct a Public Hearing, and consider and act upon an ordinance for a Specific Use Permit (SUP) for a Private Street Development (Montclair), on 30.2± acres, located on the east side of Preston Road, 1,800± feet north of Prosper Trail. The property is zoned Single Family-15 (SF-15). (S15-0007). (JW)

Development Services Director John Webb presented this item before the Town Council. The request is for a Private Street Development for Montclair. The request satisfies the Town's criteria for SUP approval, and conforms to the Future Land Use Plan.

Mayor Pro-Tem Miller opened the Public Hearing.

Mardy Brown, representing the developer, answered questions and provided additional detail to the Town Council related to the proposed development.

With no one else speaking, Mayor Pro-Tem Miller closed the Public Hearing.

Councilmember Dugger made a motion and Councilmember Korbuly seconded the motion to approve Ordinance No. 16-03 for a Specific Use Permit (SUP) for a Private Street Development (Montclair), on 30.2± acres, located on the east side of Preston Road, 1,800± feet north of Prosper Trail. The motion was approved by a vote of 5-0.

Mayor Smith returned to the Council bench.

9. Conduct a Public Hearing, and consider and act upon an ordinance rezoning 1.0± acre, located on the northeast corner of Coleman Street and First Street from Single Family-15 (SF-15) to Downtown Office (DTO). (Z15-0012). (JW)

Development Services Director John Webb presented this item before the Town Council. The request is to allow for the development of an office building in accordance with the DTO District standards and the Future Land Use Plan. The property is located within a Neighborhood Empowerment Zone.

Mayor Smith opened the Public Hearing.

With no one speaking, Mayor Smith closed the Public Hearing.

Councilmember Dugger made a motion and Councilmember Korbuly seconded the motion to approve Ordinance No. 16-04 rezoning 1.0± acre, located on the northeast

corner of Coleman Street and First Street from Single Family-15 (SF-15) to Downtown Office (DTO). The motion was approved by a vote of 6-0.

10. Conduct a Public Hearing, and consider and act upon an ordinance rezoning 1.1± acres, located on the west side of Coleman Street, 1,100± feet north of Prosper Trail, from Agricultural (A) to Retail (R). (Z15-0013). (JW)

Development Services Director John Webb presented this item before the Town Council. The request is to allow for the development of an Indoor Veterinarian Clinic and/or Kennel, in accordance with the Retail District standards and the Future Land Use Plan. The applicant intends to demolish the two mini-warehouse buildings on the subject property and construct a new building for the proposed use.

Mayor Smith opened the Public Hearing.

With no one speaking, Mayor Smith closed the Public Hearing.

After discussion, Councilmember Dugger made a motion and Councilmember Korbuly seconded the motion to approve Ordinance No. 16-05 rezoning 1.1± acres, located on the west side of Coleman Street, 1,100± feet north of Prosper Trail, from Agricultural (A) to Retail (R). The motion was approved by a vote of 6-0.

11. Conduct a Public Hearing, and consider and act upon an ordinance for a Special Purpose Sign District for the Shops at Prosper Trail (Kroger), on 14.0 ± acres, located on the east side of Preston Road, 500± feet north of Prosper Trail. (MD15-0005). (JW)

Development Services Director John Webb presented this item before the Town Council. The request is to allow for wall signage to exceed the maximum height requirement within the Shops of Prosper Trail development. Specifically, the District would allow for the proposed Kroger to have three wall signs with increased height.

Mayor Smith opened the Public Hearing.

With no one speaking, Mayor Smith closed the Public Hearing.

Mayor Pro-Tem Miller made a motion and Councilmember Dixon seconded the motion to approve Ordinance No. 16-06 for a Special Purpose Sign District for the Shops at Prosper Trail (Kroger), on 14.0± acres, located on the east side of Preston Road, 500± feet north of Prosper Trail. The motion was approved by a vote of 6-0.

DEPARTMENT ITEMS:

12. Discussion on Town Hall/Multi-Purpose Facility. (HW)

Hulon Webb, Executive Director of Development and Community Services, introduced Randall Scott of Randall Scott Architects, who presented this item before the Town Council. Mr. Scott presented architectural renderings of the proposed exterior design of the Town Hall/Multi-Purpose Facility, lobby sketches, the site plan, and floor plans for each floor of the building. Major revisions included a designated area for the Prosper

Historical Society, a floor plan that had the lobby opened to the second floor instead of the third floor, and balconies on each side of the exterior of the building.

David Wallace continued the presentation by addressing the square footage breakdown for the original programmed area, additional programmed area, and area reserved for future expansion. Councilmember Dugger requested to see an additional breakdown of square footage for the halls, Library and Municipal Chambers. Mr. Scott reviewed the timeline for construction.

The Council gave direction to make the conference room in the Finance Division more centralized and accessible to other departments, add a clock to both sides of the cupola, and open the cupola to the third floor to allow light in. The Town Council requested to see an architectural rendering with the wings constructed of a masonry material rather than metal. The site plan was approved with the addition of extending the walkway in the northern parking lot to connect with Broadway Street.

Mr. Webb and Mr. Scott responded to questions from the Town Council on the parking requirements and the improvements to Main Street that will accompany the project. Mr. Webb confirmed that the baseball fields will remain usable until approximately May 1 according to the current schedule.

No further action was taken.

13. Consider and act upon authorizing the Town Manager to execute a Development Agreement between 55 Prosper, LP, 104 Prosper, LP, 310 Prosper, LP, Reliable TEP Partners, LLC, Cothran Malibu, LP, and the Town of Prosper, Texas, related to the extension of wastewater lines to serve the Brookhollow development. (HW)

Hulon Webb, Executive Director of Development and Community Services, presented this item before the Town Council. The developers of the Brookhollow development are interested in extending a wastewater line to serve their properties. Since the proposed wastewater lines are depicted on the Town of Prosper Wastewater System Capital Improvement Plan, the actual costs for the design and construction of the improvements are eligible for reimbursement of wastewater impact fees collected from the development. The purpose of the Development Agreement is to outline the obligations of the Town of Prosper and the developers related to the design, construction, and reimbursement of collected wastewater impact fees to fund the projects.

Councilmember Dugger made a motion and Mayor Pro-Tem Miller seconded the motion to authorize the Town Manager to execute a Development Agreement between 55 Prosper, LP, 104 Prosper, LP, 310 Prosper, LP, Reliable TEP Partners, LLC, Cothran Malibu, LP, and the Town of Prosper, Texas, related to the extension of wastewater lines to serve the Brookhollow development. The motion was approved by a vote of 6-0.

14. EXECUTIVE SESSION:

Recess into Closed Session in compliance with Section 551.001 et seq. Texas Government Code, as authorized by the Texas Open Meetings Act, to deliberate regarding:

- 14a. *Section 551.087 – To discuss and consider economic development incentives.*
- 14b. *Section 551.072 – To discuss and consider purchase, exchange, lease or value of real property for municipal purposes and all matters incident and related thereto.*
- 14c. *Section 551.071 – Consultation with the Town Attorney regarding legal issues associated with annexation agreements in Town ETJ areas, development issues associated with areas subject to annexation agreements, and all matters incident and related thereto.*
- 14d. *Section 551.071 – Consultation with the Town Attorney regarding legal issues associated with the Texas Department of Housing and Community Affairs HTC Program, including requirements under Title 10, Chapter 10 of the Texas Administrative Code, and all matters incident and related thereto.*

The Town Council recessed into Executive Session at 7:52 p.m.

- 16. **Reconvene in Regular Session and take any action necessary as a result of the Closed Session.**

The Town Council reconvened the Regular Session at 9:14 p.m. No action was taken as a result of Executive Session.

- 15. **Consider and act upon a resolution concerning the construction of a grade separated crossing on Frontier Parkway over the BNSF Railroad, the reconstruction of FM 1461 from Preston Road to Custer Road, and the two southbound Dallas North Tollway service lanes along with the Dallas North Tollway overpass at US Highway 380. (HW)**

Hulon Webb, Executive Director of Development and Community Services, presented this item before the Town Council. The proposed resolution supports a grade separated crossing on Frontier Parkway over the BNSF Railroad, the reconstruction of FM 1461 from Preston Road to Custer Road, and the two southbound Dallas North Tollway service lanes along with the Dallas North Tollway overpass at US Highway 380.

Councilmember Dixon made a motion and Councilmember Dugger seconded the motion to approve Resolution No. 16-07 in support of a grade separated crossing on Frontier Parkway over the BNSF Railroad, the reconstruction of FM 1461 from Preston Road to Custer Road, and the two southbound Dallas North Tollway service lanes along with the Dallas North Tollway overpass at US Highway 380. The motion was approved by a vote of 6-0.

- 17. **Possibly direct Town staff to schedule topic(s) for discussion at a future meeting.**

The Town Council gave direction on the following items:

Town staff was directed to check the weight limits on certain roads within the Town limits; some may be outdated.

Town staff was directed to research the cost differential between using aggregate and concrete for the US 380 expansion.

John Webb informed the Council that Town staff will bring back proposed revisions on the home occupation ordinance and the standards for accessory structures at a future meeting for Council's consideration.

18. Adjourn.

The meeting was adjourned at 9:21 p.m. on Tuesday, January 12, 2016.

These minutes approved on the 26th day of January, 2016.

APPROVED:

Ray Smith, Mayor

ATTEST:

Robyn Battle, Town Secretary



FINANCE

To: Mayor and Town Council

From: January Cook, CPPO, CPPB, Purchasing Agent

Through: Harlan Jefferson, Town Manager

Re: Town Council Meeting – January 26, 2016

Agenda Item:

Consider and act upon rejecting all bids received for Bid No. 2016-10-B Prosper Road Improvements Project 2016 - Harper Road Repair.

Description of Agenda Item:

On October 27, 2015, the Town submitted an application to FEMA for repairing damage to Harper Road due to overland flooding. The original estimate for the scope of work was \$40,860. This is a cost sharing grant, with 75% from the granting agency (\$30,645), and 25% from the Town (\$10,215).

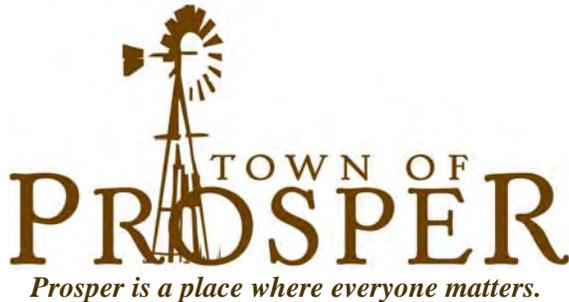
On January 12, 2016, at 3:30 PM, five bids were opened for this project. The verified bid totals ranged between \$58,000 and \$79,934. All of the bids were significantly over budget, and in excess of the authorized funds from the granting agency.

Town Staff Recommendation:

Town staff recommends rejecting all bids received for Bid No. 2016-10-B Prosper Road Improvements Project 2016 - Harper Road Repair. This project will be re-bid in order to garner additional competition and lower bid prices.

Proposed Motion:

I move to approve rejecting all bids received for Bid No. 2016-10-B Prosper Road Improvements Project 2016 - Harper Road Repair.



DEVELOPMENT AND COMMUNITY SERVICES

To: Mayor and Town Council

From: Hulon T. Webb, Jr., P.E., Executive Director of Development and Community Services

Through: Harlan Jefferson, Town Manager

Re: Town Council Meeting – January 26, 2016

Agenda Item:

Consider and act upon a resolution authorizing the reduction and release of the Town of Prosper's extraterritorial jurisdiction and entering into a development agreement, as a result of the Interlocal Agreement between the Town of Prosper, Texas, the Town of Little Elm, Texas, and the City of Aubrey, Texas, for the Allocation of Extraterritorial Jurisdiction, and Development Agreement between the Town of Prosper and Hillwood Enterprises, L.P., by removing 108± acres of land from the Town's extraterritorial jurisdiction, generally located west of FM 1385 and north of Fishtrap Road, and authorizing the Town Manager to execute same.

Description of Agenda Item:

Hillwood Enterprises, L.P., owns 284.26 acres of land west of FM 1385 and north of Fishtrap Road which includes approximately 42 acres of property located in the Town of Prosper's Extraterritorial Jurisdiction (ETJ). They have requested that the Town of Prosper enter into an agreement to remove the 42 acres of property from its ETJ. There are also two remaining ETJ tracts not owned by Hillwood Enterprises, L.P., that are included in the attached agreement which will be removed from the Town's ETJ. The tract north of Hillwood's property is 20.153 acres and the property to the east is 45.87 acres as depicted in Exhibit E of the agreement.

The agreement attached clarifies the terms of the agreement to reduce the ETJ of the Town of Prosper and contains the following requirements:

- Development Building Restrictions
- Transaction Fee
- Common Area and Open Space Dedication Requirement

Budget Impact:

In accordance with the agreement, Hillwood, will pay a transaction fee to the Town of Prosper, Texas, in the amount of \$139,798.10 (\$1,300/acre), for the reduction of the 108 acres of land from the Town of Prosper's ETJ. Hillwood, will also contribute \$7,500 towards the legal preparation fees.

Legal Obligations and Review:

Terrence Welch of Brown & Hofmeister, L.L.P., has reviewed and approved the attached resolution and agreement as to form and legality.

Attached Documents:

1. Resolution
2. Interlocal Agreement and Development Agreement

Town Staff Recommendation:

Town staff recommends that the Town Council approve a resolution authorizing the reduction and release of the Town of Prosper's extraterritorial jurisdiction and entering into a development agreement, as a result of the Interlocal Agreement between the Town of Prosper, Texas, the Town of Little Elm, Texas, and the City of Aubrey, Texas, for the Allocation of Extraterritorial Jurisdiction, and Development Agreement between the Town of Prosper and Hillwood Enterprises, L.P., by removing 108± acres of land from the Town's extraterritorial jurisdiction, generally located west of FM 1385 and north of Fishtrap Road, and authorizing the Town Manager to execute same.

Proposed Motion:

I move to approve a resolution authorizing the reduction and release of the Town of Prosper's extraterritorial jurisdiction and entering into a development agreement, as a result of the Interlocal Agreement between the Town of Prosper, Texas, the Town of Little Elm, Texas, and the City of Aubrey, Texas, for the Allocation of Extraterritorial Jurisdiction, and Development Agreement between the Town of Prosper and Hillwood Enterprises, L.P., by removing 108± acres of land from the Town's extraterritorial jurisdiction, generally located west of FM 1385 and north of Fishtrap Road, and authorize the Town Manager to execute same.

TOWN OF PROSPER, TEXAS**RESOLUTION NO. 16-_____**

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF PROSPER, TEXAS, AUTHORIZING THE TOWN MANAGER OF THE TOWN OF PROSPER, TEXAS, TO EXECUTE THE INTERLOCAL AGREEMENT BETWEEN THE TOWN OF PROSPER, TEXAS, THE TOWN OF LITTLE ELM, TEXAS, AND THE CITY OF AUBREY, TEXAS, FOR THE ALLOCATION OF EXTRATERRITORIAL JURISDICTION, AND DEVELOPMENT AGREEMENT BETWEEN THE TOWN OF PROSPER AND HILLWOOD ENTERPRISES, L.P., AS MORE FULLY DESCRIBED HEREIN, AND TAKE ANY AND ALL OTHER ACTIONS NECESSARY TO EFFECTUATE THE SAME, INCLUDING THE TOWN COUNCIL'S CONSENT TO SAME; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Hillwood Enterprises, L.P. ("Hillwood"), is a real estate development company that is developing property generally located in the extraterritorial jurisdiction ("ETJ") of the Town of Prosper, Texas ("Prosper"), the Town of Little Elm, Texas ("Little Elm"), and the City of Aubrey, Texas ("Aubrey"), which property is more particularly described in the Interlocal Agreement between the Town of Prosper, the Town of Little Elm, and the City of Aubrey for the Allocation of Extraterritorial Jurisdiction, and Development Agreement between the Town of Prosper and Hillwood Enterprises, L.P., attached hereto as Exhibit A and incorporated by reference; and

WHEREAS, Section 42.023 of the Texas Local Government Code authorizes Prosper to enter into an agreement to reduce its ETJ, pursuant to Section 42.022(d) of the Texas Local Government Code; and

WHEREAS, Prosper, Little Elm, Aubrey and Hillwood have negotiated the attached Agreement and all pertinent matters related thereto have been fully addressed by each of them.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF PROSPER, TEXAS, THAT:

SECTION 1

All of the above premises are found to be true and correct and are incorporated into the body of this Resolution as if copied in their entirety.

SECTION 2

The Town Manager of the Town of Prosper, Texas, is hereby authorized to execute the "Interlocal Agreement between the Town of Prosper, Texas, the Town of Little Elm, Texas, and the City of Aubrey, Texas, for the Allocation of Extraterritorial Jurisdiction, and Development Agreement between the Town of Prosper and Hillwood Enterprises, L.P.," and take any and all other actions necessary to effectuate the same. This Resolution shall constitute consent to the terms and conditions contained in said Agreement.

SECTION 3

This Resolution is effective immediately upon its passage.

**DULY PASSED AND APPROVED BY THE TOWN COUNCIL OF THE TOWN OF
PROSPER, TEXAS, THIS 26TH DAY OF JANUARY, 2016.**

Ray Smith, Mayor

ATTEST:

Robyn Battle, Town Secretary

APPROVED AS TO FORM AND LEGALITY:

Terrence S. Welch, Town Attorney

EXHIBIT A

(Interlocal Agreement between the Town of Prosper, Texas, the Town of Little Elm, Texas, and the City of Aubrey, Texas, for the Allocation of Extraterritorial Jurisdiction, and Development Agreement between the Town of Prosper and Hillwood Enterprises, L.P.)

After Recording Return to:

Town Secretary
 Town of Prosper, Texas
 P.O. Box 307
 Prosper, Texas 75078

**INTERLOCAL AGREEMENT BETWEEN THE TOWN OF PROSPER, THE TOWN OF
 LITTLE ELM, AND THE CITY OF AUBREY FOR THE ALLOCATION OF
 EXTRATERRITORIAL JURISDICTION, AND DEVELOPMENT AGREEMENT
 BETWEEN THE TOWN OF PROSPER AND HILLWOOD ENTERPRISES, L.P.**

THIS INTERLOCAL AGREEMENT BETWEEN THE TOWN OF PROSPER, THE TOWN OF LITTLE ELM, AND THE CITY OF AUBREY FOR THE ALLOCATION OF EXTRATERRITORIAL JURISDICTION, AND DEVELOPMENT AGREEMENT BETWEEN THE TOWN OF PROSPER AND HILLWOOD ENTERPRISES, L.P. (“Agreement”) is entered into to be effective on the date that the last approving Party executes the Agreement, (1) under and in accordance with the provisions of the Interlocal Cooperation Act, Chapter 791, Texas Government Code, by and between the **TOWN OF PROSPER, TEXAS**, a home-rule municipality (“Prosper”), the **TOWN OF LITTLE ELM, TEXAS**, a home-rule municipality (“Little Elm”), and the **CITY OF AUBREY, TEXAS** (“Aubrey”), a general law municipality, and (2) under and in accordance with the provisions of Section 212.172 of the Texas Local Government Code, by and between Prosper and Hillwood Enterprises, L.P., a Texas limited partnership (“Developer”). Prosper, Little Elm, and Aubrey are sometimes collectively referred to as “the Municipalities” and together with Developer, are sometimes referred to collectively as the “Parties” or individually as a “Party.”

**ARTICLE ONE
 RECITALS**

- 1.1 WHEREAS**, the Interlocal Cooperation Act authorizes any local government to contract with one or more local governments to perform governmental functions and services under the terms of the Act; and
- 1.2 WHEREAS**, Section 42.023 of the Texas Local Government Code authorizes Prosper to reduce its extraterritorial jurisdiction (“ETJ”) by ordinance or resolution; and Section 212.172 of the Texas Local Government Code authorizes Prosper to make a written contract with an owner of land that is located in the Prosper ETJ to authorize enforcement by Prosper of certain development and land use regulations and address other lawful terms and considerations Prosper and Developer consider appropriate; and
- 1.3 WHEREAS**, Section 42.022(d), Texas Local Government Code, as amended, authorizes the Municipalities to enter into an agreement to allocate property within their respective ETJs to one of the other Municipalities; and

- 1.4 **WHEREAS**, the Municipalities agree that currently ambiguity exists about the extent of each Municipality's ETJ, and the purpose of this Agreement, in part, is to clarify the limits of each Municipality's ETJ, and to undertake the other actions referenced herein, including the release of any and all claims by any Municipality against the other Municipalities relative to the extent of each Municipality's ETJ; and
- 1.5 **WHEREAS**, all property in this Agreement is contiguous and generally is adjacent to existing municipal boundaries and ETJ areas; and
- 1.6 **WHEREAS**, it is anticipated that Developer shall develop property, some of which is currently in Prosper's ETJ, a description of which property is defined herein; and
- 1.7 **WHEREAS**, Developer agrees to be subject to the terms and conditions of this Agreement, and that such terms and conditions shall run with the land and be binding on any future successors or assigns of Developer.

NOW, THEREFORE, this Agreement is made and entered into by Prosper, Little Elm, Aubrey, and Developer, upon and for the mutual consideration hereinafter stated, which entities hereby agree and understand as follows:

ARTICLE TWO REPRESENTATIONS/CONSIDERATIONS

2.1 Representations.

- (A) The Parties believe that the Recitals set forth above are true and correct in all material respects and are hereby incorporated into the body of this Agreement as though fully set forth in their entirety herein.
- (B) Each of the Parties acknowledges and agrees that it has the requisite power and authority to enter into this Agreement; that this Agreement has been duly authorized and approved by its respective governing body and/or Developer; and that the person executing the Agreement on its behalf has been duly authorized to do so.

- 2.2 Consideration.** The Parties acknowledge and agree that the obligations, rights and benefits provided herein are mutual and supported by adequate consideration.

ARTICLE THREE PROPERTY SUBJECT TO ALLOCATION

- 3.1 Property Subject to Allocation.** The Parties agree and acknowledge that four tracts are the subject of this Agreement, to wit: (1) a 284.26 acre tract, more or

less, depicted on Exhibit A and described by metes and bounds on Exhibit B; (2) a 45.87 acre tract, more or less, depicted on Exhibit A and described by metes and bounds on Exhibit C; (3) a 20.153 acre tract, more or less, depicted on Exhibit A and described by metes and bounds on Exhibit D; and (4) a 41.24 acre tract depicted on Exhibit I and described by metes and bounds on Exhibit H. All of the foregoing exhibits are incorporated by reference.

- 3.2 Prosper ETJ Tracts.** Notwithstanding any potential claims by other Parties to this Agreement, Prosper claims that its ETJ includes the following tracts, as depicted on Exhibit E: a 26.41 acre tract of land, a 15.10 acre tract of land, and a 20.153 acre tract of land, all immediately west of Bryan Road, and a 45.87 acre tract of land immediately east of Bryan Road (hereinafter collectively referred to as “Prosper ETJ Tracts”). The Municipalities acknowledge and agree that the 26.41 acre tract and 15.10 acre tract referenced in this Paragraph are included in the legal description as part the 284.26 acre tract referenced in Paragraph 3.1.
- 3.3 Allocation of Prosper ETJ Tracts to Aubrey.** The Municipalities acknowledge and agree that the 20.153 acre tract and the 45.87 acre tract contained in the Prosper ETJ Tracts shall become part of Aubrey’s ETJ.
- 3.4 Allocation of Prosper ETJ Tracts to Little Elm.** The Municipalities acknowledge and agree that the 26.41 acre tract described by metes and bounds on the attached Exhibit F and the 15.10 acre tract described by metes and bounds on the attached Exhibit G contained in the Prosper ETJ Tracts shall become part of Little Elm’s ETJ.
- 3.5 Aubrey’s Release of ETJ.** Aubrey agrees that, after the Effective Date of this Agreement, and upon Aubrey’s receipt of certain fees and escrow funds (collectively, “Aubrey Fees”) that may be paid to Aubrey under a separate agreement involving Aubrey and Developer, Aubrey will promptly adopt one or more resolutions releasing one or more areas comprising the 284.26 acre tract and/or the 41.24 acre "Lyndhurst Tract" described by metes and bounds on Exhibit H and depicted on Exhibit I releasing such areas from Aubrey’s ETJ, thereby reducing Aubrey’s ETJ. The exact areas that Aubrey shall become obligated to release shall be dependent upon the Developer paying the Aubrey Fees. The Parties agree that this Agreement shall not place upon Aubrey any obligation to release ETJ in excess of what Aubrey is required to release under said separate agreement involving Aubrey and the Developer. The Municipalities intend that any such releases of ETJ by Aubrey as described in this paragraph shall become part of Little Elm’s ETJ. Notwithstanding any matter in this Agreement, this Agreement shall not affect or otherwise change any Aubrey corporate limits or Aubrey ETJ except as specifically set forth herein. This Agreement shall not inure to the benefit of any party not a signatory to this Agreement.

- 3.6 Prosper's Release of ETJ.** Prosper agrees that, upon the Effective Date of this Agreement, concurrent with the adoption of a Town Resolution authorizing the execution of this Agreement and the payment of the Transaction Fee referenced in Paragraph 4.2, the Prosper ETJ Tracts are released from Prosper's ETJ, thereby reducing Prosper's ETJ. The Municipalities intend that the 284.26 acre tract shall become part of Little Elm's ETJ. Notwithstanding any matter in this Agreement, this Agreement shall not affect or otherwise change any Prosper corporate limits or Prosper ETJ except as specifically set forth herein. This Agreement shall not inure to the benefit of any party not a signatory to this Agreement.
- 3.7 Little Elm's Release of ETJ.** Little Elm agrees that, upon the Effective Date of this Agreement, concurrent with the adoption by the Town Council of Little Elm of a resolution authorizing the execution of this Agreement, the 45.87 acre tract and the 20.153 acre tract are released from Little Elm's ETJ thereby reducing Little Elm's ETJ. The Municipalities intend that the 45.87 acre tract and 20.153 acre tract shall become part of Aubrey's ETJ. Notwithstanding any matter in this Agreement, this Agreement shall not affect or otherwise change any Little Elm corporate limits or Little Elm ETJ except as specifically set forth herein. This Agreement shall not inure to the benefit of any party not a signatory to this Agreement
- 3.8 Mutual Release of Claims by Municipalities.** By executing this Agreement, each of the Municipalities releases any and all claims each may have against all or any of the other Municipalities relative to the Property referenced in this Article and that Property's inclusion in the ETJ of one or more of the Municipalities.

ARTICLE FOUR SPECIFIC TERMS

- 4.1 Prosper's Attorney's Fees.** Developer agrees to pay to Prosper any attorney's fees charged to Prosper by Prosper's legal counsel for, among other things, legal review and revision of this Agreement and all further agreements, ordinances or resolutions contemplated by this Agreement, negotiations and discussions with the Developer's attorney, the other Municipalities' attorneys and the provision of advice to applicable Prosper Town Staff and the Prosper Town Council, in an amount not to exceed \$7,500.00 within ten (10) days upon receipt of an invoice of same from Prosper.
- 4.2 Transaction Fee.** The Developer agrees to pay to Prosper a transaction fee of \$1,300.00 per acre, as consideration for Prosper's release of the Tract, for a total amount of \$139,798.10. This fee shall be paid contemporaneously with or before the release of any property from Prosper's ETJ.

4.3 Development Building Restrictions. Developer agrees to restrict Developer's use and development of the 15.10 acre tract and the 26.41 acre tract in accordance with this Paragraph 4.3 as follows:

- (A) The average density within the Prosper ETJ Tracts shall not exceed 4.25 single family dwelling units per gross acre.
- (B) Multifamily residential dwelling units shall not be permitted within the Prosper ETJ tracts.
- (C) Within the Prosper ETJ Tracts, the exterior facades of a main building or structure, excluding glass windows and doors, shall be constructed of ninety percent (90%) masonry (as defined below). For purposes of this Paragraph, "masonry" shall mean clay fired brick, natural and manufactured stone, granite, marble, stucco and architectural concrete block. Masonry shall also include cementitious fiber board; however, cementitious fiber board used as the primary façade cladding material will be limited to a maximum of sixty percent (60%) of the homes constructed. Cementitious fiber board may not be used as a façade cladding material for portions of upper stories that are in the same vertical plane as the first story, if other masonry material is used on the first story (i.e., brick or stone on first story, and cementitious fiber board on upper stories in same plane will not be allowed). Cementitious fiber board may also be used for architectural features, including window box-outs, bay windows, room dormers, garage door headers, columns, chimneys not part of an exterior wall, or other architectural features. The remaining ten percent (10%) of the exterior facades of a main building or structure, excluding glass windows and doors, shall not be wood, vinyl or EIFS.
- (D) At least five percent (5%) of the total restricted acreage (2.08 acres) shall be provided for Common Areas and Open Space
- (E) Utility and paving design specifications shall comply with the requirements and guidelines of the North Central Texas Council of Governments, Texas Commission on Environmental Quality, Texas Department of State Health Services, Upper Trinity Regional Water District, Denton County and Mustang Water Supply Corporation as they exist at the time of construction of any buildings on the Prosper ETJ Tracts.
- (F) All drainage facilities shall be designed and constructed with capacity sufficient to carry storm water flows for a 100-year storm, as required by Denton County regulations, as they now exist or may be amended.
- (G) Fire hydrants and fire lanes shall be installed in all developments on the Tract, in accordance with all State of Texas requirements. Water service

shall meet minimum State fire flow requirements for residential and commercial development, as applicable.

- (H) Developer shall maintain plans and drawings of utilities, streets and drainage facilities for all utility operating systems. Developer agrees to allow Prosper, or its designated engineer, reasonable access to the drawings, as requested by Prosper.

ARTICLE FIVE REMEDIES UPON DEFAULT

It is not intended hereby to specify (and this Agreement shall not be considered as specifying) an exclusive remedy for any default, but all such other remedies (other than termination) existing at law or in equity may be availed of by either Party hereto and shall be cumulative. However, recognizing that each Party's undertakings hereunder are obligations, failure in the performance of which cannot be adequately compensated in money damages alone, each Party agrees, in the event of any default on its part, that the other Party shall have available to them the equitable remedy of mandamus and specific performance in addition to any other legal and equitable remedies (other than termination) which may also be available. No waiver or waivers of any breach or default (or any breaches or defaults) by either Party hereto or of performance by the other Party of any duty or obligation hereunder shall be deemed a waiver thereof in the future, nor shall any such waiver or waivers be deemed or construed to be a waiver of subsequent breaches, defaults of any kind, character or description, under any circumstances.

ARTICLE SIX INDEMNIFICATION

- 6.1 TO THE EXTENT ALLOWED BY LAW, EACH PARTY AGREES TO DEFEND, INDEMNIFY, AND HOLD HARMLESS THE OTHER (AND ITS OFFICERS, AGENTS AND EMPLOYEES) FROM AND AGAINST ALL CLAIMS OR CAUSES OF ACTION FOR INJURIES (INCLUDING DEATH), PROPERTY DAMAGES (INCLUDING LOSS OF USE), AND ANY OTHER LOSSES, DEMANDS, SUITS, JUDGMENTS, AND COSTS, INCLUDING REASONABLE ATTORNEYS' FEES AND EXPENSES, IN ANY WAY ARISING OUT OF, OR RELATED TO, OR RESULTING FROM ITS PERFORMANCE UNDER THIS AGREEMENT, OR CAUSED BY ITS NEGLIGENT ACTS OR OMISSIONS (OR THOSE OF ITS RESPECTIVE OFFICERS, AGENTS, EMPLOYEES, OR ANY OTHER THIRD PARTIES FOR WHOM IT IS LEGALLY RESPONSIBLE) IN CONNECTION WITH PERFORMING THIS AGREEMENT.**
- 6.2 THIS ARTICLE SIX SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.**

ARTICLE SEVEN GENERAL PROVISIONS

- 7.1 Term of Agreement.** This Agreement shall be deemed effective on and from the date that this Agreement is approved by the Municipalities and Developer (“Effective Date”), whichever approval occurring last being deemed the Effective Date.
- 7.2 Modification.** No change, amendment or modification of this Agreement shall be made or be effective except by means of written agreement executed by the Parties hereto.
- 7.3 Addresses and Notice.** Unless otherwise provided herein, any notice, communication, request, reply or advise (herein severally and collectively, for convenience, called “Notice”) herein provided or permitted to be given, made or accepted by either Party to any other Party must be in writing and may be given or be served by depositing the same in the United States mail postpaid and registered or certified and addressed to the Party to be notified, with return receipt requested, or by delivering the same to an officer of such Party, or by prepaid telegram when appropriate, addressed to the Party to be notified. Notice deposited in the mail in the manner described above shall be conclusively deemed to be effective, unless otherwise stated herein, from and after the expiration of three (3) days after it is so deposited. Notice given in any other manner shall be effective only if and when received by the Party to be notified. For any purposes of notice, the addresses of the Parties shall, until changed as hereinafter provided, be as follows:

If to Prosper, to: Town of Prosper
 P.O. Box 307
 Prosper, Texas 75078
 Attention: Town Manager

If to Little Elm, to: Town of Little Elm
 100 West Eldorado Parkway
 Little Elm, Texas 75068-5060
 Attention: Town Manager

If to Aubrey, to: City of Aubrey
 107 S. Main Street
 Aubrey, Texas 76227
 Attention: City Administrator

If to Developer, to: Hillwood Enterprises, L.P.
 Attn: Elaine Ford
 3090 Olive Street, Suite 300
 Dallas, TX 75219

With a copy to:
Hillwood Chief Legal Officer
3090 Olive Street, Suite 300
Dallas, TX 75219

The Parties hereto shall have the right from time to time and at any time to change their respective addresses and each shall have the right to specify as its address any other address by at least fifteen (15) days' written notice to the other Party hereto.

- 7.4 Representations.** Each signatory represents this Agreement has been read by the Party for which this Agreement is executed and that each Party has had an opportunity to confer with its counsel.
- 7.5 No Third Party Beneficiaries.** Nothing in this Agreement shall be construed to create any right in any third party not a signatory to this Agreement, and the Parties do not intend to create any third party beneficiaries by entering into this Agreement.
- 7.6 State or Federal Laws, Rules, Orders or Regulations.** This Agreement is subject to all applicable Federal and State law, as they exist, may be amended or in the future arising, and any applicable permits, ordinances, rules, orders and regulations of any local, State or Federal governmental authority having or asserting jurisdiction, but nothing contained herein shall be construed as a waiver of any right to question or contest any such law, ordinance, order, rule or regulation in any forum having jurisdiction.
- 7.7 Savings/Severability.** The Parties hereto specifically agree that in case any one or more of the sections, subsections, provisions, clauses or words of this Agreement or the application of such sections, subsections, provisions, clauses or words to any situation or circumstance shall be, or should be held to be, for any reason, invalid or unconstitutional, under the laws or constitutions of the State of Texas or the United States of America, or in contravention of any such laws or constitutions, such invalidity, unconstitutionality or contravention shall not affect any other sections, subsections, provisions, clauses or words of this Agreement or the application of such sections, subsections, provisions, clauses or words to any other situation or circumstances, and it is intended that this Agreement shall be severable and shall be construed and applied as if any such invalid or unconstitutional sections, subsection, provision, clause or word had not been included herein, and the rights and obligations of the Parties hereto shall be construed and remain in force accordingly.
- 7.8 Venue.** This Agreement shall be construed in accordance with the laws of the State of Texas and shall be performable in Denton County, Texas, which is the County in which the Tract is located. It is specifically agreed between the Parties to this Agreement that Denton County, Texas, is the place of performance of this

Agreement; and in the event that any legal proceeding is brought to enforce this Agreement or any provision hereof, the same shall be brought and exclusive venue shall lie in Denton County, Texas.

- 7.9 Sovereign Immunity.** By entering into and executing this Agreement, the Parties agree the Municipalities do not waive, limit or surrender their respective sovereign immunity, except as specifically provided for herein.
- 7.10 Miscellaneous Drafting Provisions.** This Agreement shall be deemed drafted equally by the Parties hereto. The language of all parts of this Agreement shall be construed as a whole according to its fair meaning, and the presumption or principle that the language herein is to be construed against either Party shall not apply. Headings in this Agreement are for the convenience of the Parties and are not intended to be used in construing this Agreement.
- 7.11 Assignment.** Except as provided in Paragraph 8.12 below, this Agreement may not be assigned, in whole or in part, without the prior written approval of all Parties.
- 7.12 Conveyance of Tract.** In the event that Developer sells, conveys or otherwise transfers ownership of any portion of the Prosper ETJ Tracts (a “Sale Tract”) to any person or entity (a “New Owner”) other than a homebuilder or an end-user homeowner, prior to such conveyance Developer shall require New Owner to execute a joinder to this Agreement pursuant to which it assumes all of Developer’s obligations hereunder with respect to the Sale Tract (whereupon New Owner shall be the “Developer” under this Agreement with respect to the Sale Tract, and, provided it is not in default hereunder, Developer shall be released from any further obligations under this Agreement with respect to the Sale Tract). Neither Prosper nor District shall be bound to such joinder unless and until it receives written notice and a fully executed copy thereof.
- 7.13 Recordation.** Pursuant to the requirements of Section 212.172(f) of the Texas Local Government Code, this Agreement, all amendments and joinders thereto, and assignments thereof, shall be recorded in the deed records of Denton County.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be duly executed in several counterparts, each of which shall constitute an original.

APPROVED BY THE TOWN COUNCIL FOR THE TOWN OF PROSPER, TEXAS, at its meeting held on the ____ day of _____, 2016, and executed by its authorized representative.

TOWN OF PROSPER, TEXAS

By: _____
Harlan Jefferson
Title: Town Manager, Town of Prosper

ATTEST:

Name: Robyn Battle
Title: Town Secretary

APPROVED AS TO FORM:

Name: Terrence S. Welch
Title: Town Attorney

STATE OF TEXAS)
)
COUNTY OF COLLIN)

Before me, the undersigned authority, a notary public in and for the State of Texas, on this day personally appeared Harlan Jefferson, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purpose and consideration expressed, and in the capacity therein stated.

Given under my hand and seal of office this ____ day of _____, 2016.

Notary public in and for the State of Texas
My commission expires: _____

APPROVED BY THE TOWN COUNCIL FOR THE TOWN OF LITTLE ELM, TEXAS, at its meeting held on the ____ day of _____, 2016, and executed by its authorized representative.

TOWN OF LITTLE ELM, TEXAS

By: _____
Matt Mueller
Title: Town Manager, Town of Little Elm

ATTEST:

Name: Kathy Phillips
Title: Town Secretary

APPROVED AS TO FORM:

Name: Robert F. Brown
Title: Town Attorney

STATE OF TEXAS)
)
COUNTY OF DENTON)

Before me, the undersigned authority, a notary public in and for the State of Texas, on this day personally appeared Matt Mueller, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purpose and consideration expressed, and in the capacity therein stated.

Given under my hand and seal of office this ____ day of _____, 2016.

Notary public in and for the State of Texas
My commission expires: _____

APPROVED BY THE CITY COUNCIL FOR THE CITY OF AUBREY, TEXAS, at its meeting held on the ____ day of _____, 2016, and executed by its authorized representative.

CITY OF AUBREY, TEXAS

By: _____
Matt McCombs
Title: City Administrator, City of Aubrey

ATTEST:

Name: Jenny Huckabee
Title: City Secretary

APPROVED AS TO FORM:

Name: Clark McCoy
Title: Town Attorney

STATE OF TEXAS)
)
COUNTY OF DENTON)

Before me, the undersigned authority, a notary public in and for the State of Texas, on this day personally appeared Matt McCombs, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purpose and consideration expressed, and in the capacity therein stated.

Given under my hand and seal of office this ____ day of _____, 2016.

Notary public in and for the State of Texas
My commission expires: _____

APPROVED BY DEVELOPER on the ____ day of _____, 2016, and executed by its authorized representative.

HILLWOOD ENTERPRISES, L.P.,
a Texas limited partnership

By: **AHB, LLC**,
a Texas limited liability company,
its general partner

By: _____

Name: _____

Title: _____

STATE OF TEXAS)
)
COUNTY OF _____)

This instrument was acknowledged before me on _____, 2010, by _____, _____ of **AHB, LLC**, a Texas limited liability company, on behalf of said limited liability company, in its capacity as general partner of Hillwood Enterprises, L.P., a Texas limited partnership, on behalf of said limited partnership.

Notary public in and for the State of Texas
My commission expires: _____

EXHIBIT A
Depiction of ETJ Release Tracts



EXHIBIT B
Legal Description of 284.26 Acre Tract

Being a tract of land situated in the William Lumpkin Survey, Abstract No. 730, Denton County Texas, and being the tract of land described in deed to Gene Paul McCutchin, recorded in volume 2610, page 93 of the deed records of Denton County, Texas (D.R.D.C.T.), same being the tract of land described in deed to Gene McCutchin, recorded in Volume 927, Page 689 D.R.D.C.T., also being the 90 acre tract of land described in deed to Wood, Thacker & Weatherly, P.C., recorded in Instrument No. 2010-43760 of the Real Property Records of Denton County, Texas (R.P.R.D.C.T.), same being the tract of land described in deed to Dan Trammel, recorded in Instrument No. 2010-51298, R.P.R.D.C.T., and the tract of land described in deed to Heartspring Methodist Foundation, recorded in Instrument No. 2010-24425, R.P.R.D.C.T. and being more particularly described as follows:

BEGINNING at a 5/8 inch iron rod with cap stamped "Cotton Surveying" set at the northeast corner of said McCutchin tract and the southeast corner of said 90 acre tract of land, also the west line of a called 255.945 acre tract of land described in deed to Development Solutions CR, LLC, recorded in Instrument No. 2013-144477, R.P.R.D.C.T., in the approximate center of Bryan Road (gravel road);

THENCE South 01 Degrees 31 Minutes 19 Seconds West, generally along the center of said Bryan Road, at a distance of 804.29 feet passing a 1/2" iron rod found for the southwest of said 255.945 acre tract, continuing for a total distance of 1666.90 feet to a 1/2" iron rod found at the southeast corner of said McCutchin tract, also being an interior corner of a called 757.040 acre tract of land described in deed to H4 Little Elm, LP, recorded in Instrument No. 2013-48961, R.P.R.D.C.T.;

THENCE North 88 Degrees 41 Minutes 23 Seconds West, along the south line of said McCutchin tract and the north line of said H4 Little Elm, LP tract, a distance of 5406.30 feet to a {United States Army Corps of Engineers Monument} for the calculated southeast corner of a called 44.45 acre tract of land described in deed to United States of America, recorded in Volume 2619, Page 152, D.R.D.C.T., also the northwest corner of said H4 Little Elm, LP tract;

THENCE along the east line of said 44.45 acre USA tract, the following courses to the calculated corners for monuments referenced in said 44.45 acre USA deed;

North 21 Degrees 00 Minutes 22 Seconds West, a distance of 170.97 feet to a {United States Army Corps of Engineers Monument} for corner;

North 14 Degrees 17 Minutes 00 Seconds East, a distance of 306.52 feet to a {United States Army Corps of Engineers Monument} for corner;

North 41 Degrees 14 Minutes 23 Seconds East, a distance of 176.93 feet to a {United States Army Corps of Engineers Monument} for corner;

North 36 Degrees 23 Minutes 33 Seconds East, a distance of 382.81 feet to a {United States Army Corps of Engineers Monument} for corner;

EXHIBIT B

Legal Description of 284.26 Acre Tract

North 55 Degrees 19 Minutes 17 Seconds East, a distance of 301.44 feet to a {United States Army Corps of Engineers Monument} for corner;

North 01 Degrees 54 Minutes 25 Seconds West, a distance of 358.20 feet to a {United States Army Corps of Engineers Monument} for corner;

North 34 Degrees 29 Minutes 14 Seconds East, a distance of 276.50 feet to a {United States Army Corps of Engineers Monument} for corner in the south line of a called 44.81 acre tract of land described in deed to United States of America, recorded in Volume 2574, Page 510, D.R.D.C.T.;

THENCE South 88 Degrees 37 Minutes 39 Seconds East, along the south line of said 44.81 acre USA tract, a distance of 406.67 feet to a {United States Army Corps of Engineers Monument} for the calculated southeast corner of said 44.81 acre tract and the southwest corner of the aforementioned 90 acre tract of land described in deed to Wood, Thacker & Weatherly, P.C.;

THENCE North 30 Degrees 33 Minutes 31 Seconds East, along the east line of said 44.81 acre tract, a distance of 1097.47 feet to a {United States Army Corps of Engineers Monument} for a calculated corner in the south line of a tract of land described to James E. McPherson, et al (deed not found), also the southeast corner of a called 20.03 acre tract of land described in deed to United States of America, recorded in Volume 2504, Page 265, D.R.D.C.T.;

THENCE South 88 Degrees 32 Minutes 45 Seconds East, along the south line of said James E. McPherson, et al tract, a distance of 3760.52 feet to a 5/8 inch iron rod with cap stamped "Cotton Surveying" set at the southeast corner of said James E. McPherson, et al tract, the west line of a called 153.254 acre tract of land described in deed to Development Solutions CR, LLC, recorded in Instrument No. 2013-144483, R.P.R.D.C.T.;

THENCE South 01 Degrees 31 Minutes 19 Seconds West, generally along the center of said Bryan Road, at a distance of 209.54 feet passing a 1/2" iron rod found for the southwest corner of said 153.254 acre tract, continuing for a total distance of 952.78 to the **POINT OF BEGINNING** and containing 284.260 acres of land more or less.

EXHIBIT C

Legal Description of 45.87 Acre Tract

Being a tract of land situated in the William Lumpkin Survey, Abstract No. 730, Denton County Texas, and being part of a called 255.945 acre tract of land described in deed to Development Solutions CR, LLC, recorded in Instrument No. 2013-144477, Real Property Records of Denton County, Texas, (R.P.R.D.C.T.) and being more particularly described as follows:

BEGINNING at a 1/2 inch iron rod found at the southwest corner of said 255.945 acre tract, the east line of a tract of land described in deed to Gene Paul McCutchin, recorded in volume 2610, page 93 of the deed records of Denton County, Texas (D.R.D.C.T.) and in Volume 927, Page 689 D.R.D.C.T., also a northwesterly corner of a called 757.040 acre tract of land described in deed to H4 Little Elm, LP, recorded in Instrument No. 2013-48961, R.P.R.D.C.T., and also being in the approximate center of Bryan Road;

THENCE North 01 Degrees 31 Minutes 19 Seconds East, generally along the center of said Bryan Road, at a distance of 804.29, a 1/2" iron rod found at the northeast corner of said McCutchin tract, also the southeast corner of a called 90 acre tract of land described in deed to Wood, Thacker & Weatherly, P.C., recorded in Instrument No. 2010-43760 of the Real Property Records of Denton County, Texas (R.P.R.D.C.T.), same being the tract of land described in deed to Dan Trammel, recorded in Instrument No. 2010-51298, R.P.R.D.C.T., and the tract of land described in deed to Heartspring Methodist Foundation, recorded in Instrument No. 2010-24425, R.P.R.D.C.T., and continuing for a total distance of 1013.54 to a 1/2" iron rod found for the northwest corner of said 255.945 acre tract;

THENCE South 88 Degrees 28 Minutes 41 Seconds East, along the north line of said 255.945 acre tract and the south line of a called 153.254 acre tract of land described in deed to Development Solutions CR, LLC, recorded in Instrument No. 2013-144483, R.P.R.D.C.T., a distance of 1990.39 feet;

THENCE South 01 Degrees 31 Minutes 19 Seconds West, departing the north line of said 255.945 acre tract, a distance of 994.38 feet to a point in the south line of said 255.945 acre tract and the north line of said 757.040 acre tract;

THENCE South 89 Degrees 01 Minutes 46 Seconds West, along the south line of said 255.945 acre tract and the north line of said 757.040 acre tract, a distance of 1990.48 feet to the POINT OF BEGINNING and containing 45.87 acres of land more or less.

EXHIBIT D**Legal Description of 20.153 Acre Tract**

Being a tract of land situated in the William Lumpkin Survey, Abstract No. 730, Denton County Texas, and being the tract of land described in deed to the James E. McPherson Estate, as recorded in Volume 2228, Page 297 of the Deed Records of Denton County, Texas (D.R.D.C.T.), and being more particularly described as follows:

BEGINNING at a 5/8 inch iron rod with cap stamped "Cotton Surveying" set at the northeast corner of a called 90 acre tract of land described in deed to Wood, Thacker & Weatherly, P.C., recorded in Instrument No. 2010-43760 of the Real Property Records of Denton County, Texas (R.P.R.D.C.T.), the tract of land described in deed to Dan Trammel, recorded in Instrument No. 2010-51298, R.P.R.D.C.T., and the tract of land described in deed to Heartspring Methodist Foundation, recorded in Instrument No. 2010-24425, R.P.R.D.C.T., also the west line of a called 255.945 acre tract of land described in deed to Development Solutions CR, LLC, recorded in Instrument No. 2013-144477, R.P.R.D.C.T., in the approximate center of Bryan Road (gravel road);

THENCE North 88 Degrees 32 Minutes 45 Seconds West, departing the approximate center of said Bryan Road, along the north line of said south line of said Wood, Thacker & Weatherly, P.C. tract, a distance of 690.00 feet to a point for corner;

THENCE North 01 Degrees 31 Minutes 19 Seconds East, over and across said McPherson tract, a distance of 1267.58 feet to a point for corner in the north line of said McPherson tract, also being the south line of a tract of land described in deed to Comanche Ridge 52 Partners, Ltd., recorded in Document No. 2007-10887, R.P.R.D.C.T.;

THENCE North 88 Degrees 19 Minutes 30 Seconds East, along the north line of said McPherson tract and the south line of said Comanche Ridge 52 Partners, Ltd. tract, a distance of 690.07 feet to the north east corner of said McPherson tract,

THENCE South 01 Degrees 31 Minutes 19 Seconds West, along the east line of said McPherson tract, along the west line of said Development Solutions CR, LLC tract and generally along the center of said Bryan Road, at a distance of 1276.97 feet to the POINT OF BEGINNING and containing 20.153 acres of land more or less.

EXHIBIT E
Depiction of Prosper ETJ Tracts

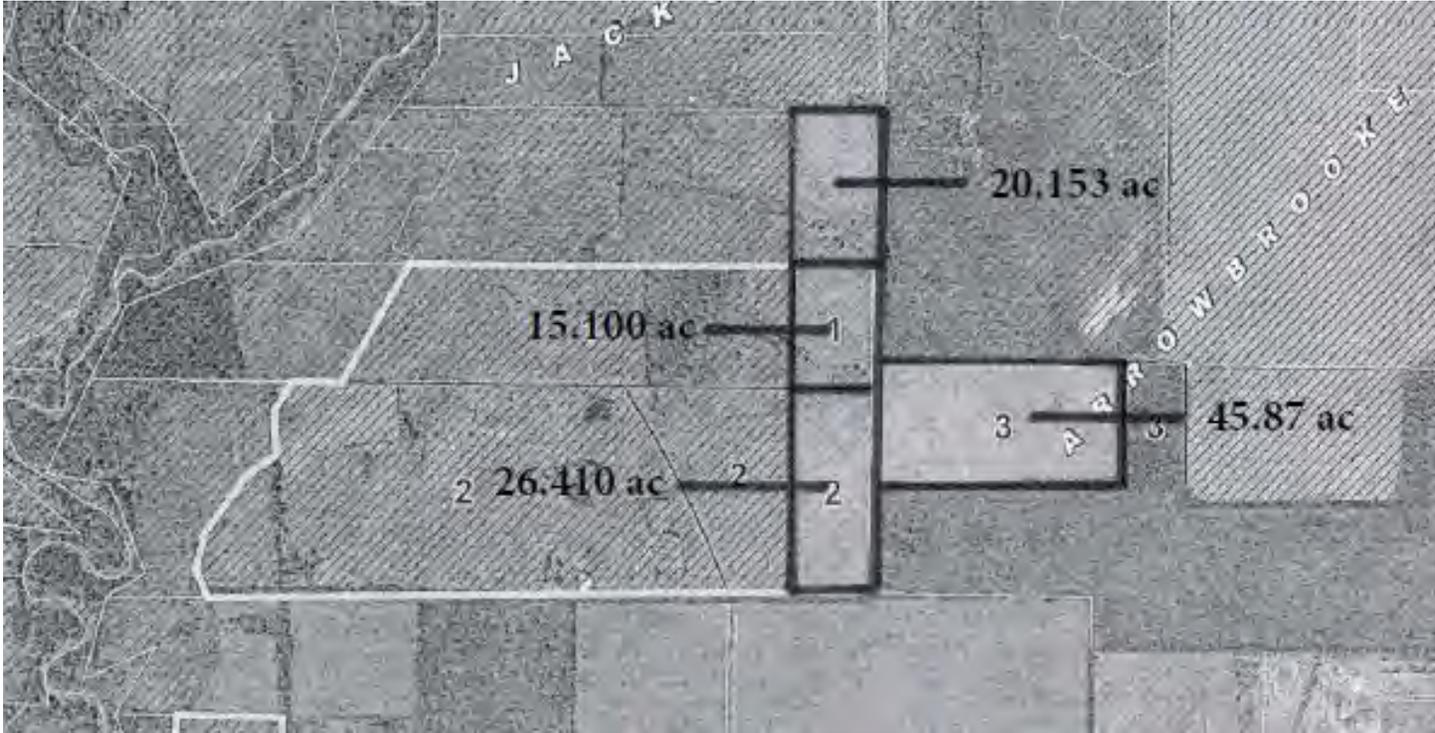


EXHIBIT F

Legal Description of the 26.410 Acre Tract

Being a tract of land situated in the William Lumpkin Survey, Abstract No. 730, Denton County Texas, and being the tract of land described in deed to Gene Paul McCutchin, recorded in volume 2610, page 93 of the deed records of Denton County, Texas (D.R.D.C.T.) also being the same tract of land described in deed to Gene McCutchin, recorded in Volume 927, Page 689 D.R.D.C.T., and being more particularly described as follows:

BEGINNING at a 5/8 inch iron rod with cap stamped "Cotton Surveying" set at the northeast corner of said McCutchin tract and the southeast corner of a called 90 acre tract of land described in deed to Wood, Thacker & Weatherly, P.C., recorded in Instrument No. 2010-43760 of the Real Property Records of Denton County, Texas (R.P.R.D.C.T.), the tract of land described in deed to Dan Trammel, recorded in Instrument No. 2010-51298, R.P.R.D.C.T., and the tract of land described in deed to Heartspring Methodist Foundation, recorded in Instrument No. 2010-24425, R.P.R.D.C.T., also the west line of a called 255.945 acre tract of land described in deed to Development Solutions CR, LLC, recorded in Instrument No. 2013-144477, R.P.R.D.C.T., in the approximate center of Bryan Road (gravel road);

THENCE South 01 Degrees 31 Minutes 19 Seconds West, generally along the center of said Bryan Road, at a distance of 804.29 feet passing a 1/2" iron rod found for the southwest line of said 255.945 acre tract, continuing for a total distance of 1666.90 feet to a 1/2" iron rod found at the southeast corner of said McCutchin tract, also being an interior corner of a called 757.040 acre tract of land described in deed to H4 Little Elm, LP, recorded in Instrument No. 2013-48961, R.P.R.D.C.T.;

THENCE North 88 Degrees 41 Minutes 23 Seconds West, along the south line of said McCutchin tract and the north line of said H4 Little Elm, LP tract, a distance of 690.16 feet to a point for corner;

THENCE North 01 Degrees 31 Minutes 19 Seconds East, over and across said McCutchin tract, a distance of 1,667.65 feet to a point for corner in the north line of said McCutchin tract;

THENCE South 88 Degrees 37 Minutes 39 Seconds East, along the south line of the aforementioned Wood, Thacker & Weatherly, P.C. tract, a distance of 690.16 feet to the **POINT OF BEGINNING** and containing 26.41 acres of land more or less.

EXHIBIT G

Legal Description of the 15.100 Acre Tract

Being a tract of land situated in the William Lumpkin Survey, Abstract No. 730, Denton County Texas, and being the tract of land described in deed to Wood, Thacker & Weatherly, P.C., recorded in Instrument No. 2010-43760 of the Real Property Records of Denton County, Texas (R.P.R.D.C.T.), the tract of land described in deed to Dan Trammel, recorded in Instrument No. 2010-51298, R.P.R.D.C.T., and the tract of land described in deed to Heartspring Methodist Foundation, recorded in Instrument No. 2010-24425, R.P.R.D.C.T., and being more particularly described as follows:

BEGINNING at a 5/8 inch iron rod with cap stamped "Cotton Surveying" set at the northeast corner of a tract of land described in deed to Gene McCutchin, recorded in Volume 927, Page 689 of the Deed Records of Denton County, Texas (D.R.D.C.T.), the west line of a called 255.945 acre tract of land described in deed to Development Solutions CR, LLC, recorded in Instrument No. 2013-144477, R.P.R.D.C.T., also in the approximate center of Bryan Road (gravel road), from said corner a 1/2" iron rod found for the southeast corner of said McCutchin tract bears South 01 Degrees 31 Minutes 19 Seconds West, a distance of 1666.90 feet, also being an interior corner of a 757.040 acre tract of land described in deed to H4 Little Elm, LP, recorded in Instrument No. 2013-48961, R.P.R.D.C.T.;

THENCE North 88 Degrees 37 Minutes 39 Seconds West, along the north line of said McCutchin tract, a distance of 690.16 feet to a point;

THENCE North 01 Degrees 31 Minutes 19 Seconds East, over and across said McCutchin tract, a distance of 953.76 feet to a point in the north line said Wood, Thacker & Weatherly, P.C. tract and the south line of a tract of land described to James E. McPherson, et al;

THENCE South 88 Degrees 32 Minutes 45 Seconds East, along the south line of said James E. McPherson, et al tract, a distance of 690.16 feet to a 5/8 inch iron rod with cap stamped "Cotton Surveying" set at the southeast corner of said James E. McPherson, et al tract, the west line of a called 153.254 acre tract of land described in deed to Development Solutions CR, LLC, recorded in Instrument No. 2013-144483, R.P.R.D.C.T.;

THENCE South 01 Degrees 31 Minutes 19 Seconds West, generally along the center of said Bryan Road, at a distance of 209.54 feet passing a 1/2" iron rod found for the southwest corner of said 153.254 acre tract, continuing for a total distance of 952.78 to the **POINT OF BEGINNING** and containing 15.10 acres of land more or less.

EXHIBIT H

Legal Description of the 41.24 Acre Lyndhurst Tract

Being a tract of land situated in the William Lumpkin Survey, Abstract No. 730, Denton County Texas, and being part of a tract of land described in deed to Dallas Lyndhurst, Ltd., recorded in Instrument No. 97-0090639, Deed Records of Denton County, Texas, (D.R.D.C.T.) and being more particularly described as follows:

BEGINNING at the southeast corner of said Dallas Lyndhurst tract, the southwesterly corner of the remainder of a called 757.040 acre tract of land described in deed to H4 Little Elm, LP, recorded in Instrument No. 2013-48961, R.P.R.D.C.T., being in the common line between the William Lumpkin Survey, Abstract No. 730 and the Thomas Navo Survey, Abstract No. 964, and in the approximate center of Fishtrap Road;

THENCE North 88 Degrees 14 Minutes 01 Seconds West, along the south line of said Dallas Lyndhurst tract, along the approximate center of Fishtrap Road, along the common line between the William Lumpkin Survey, Abstract No. 730 and the Thomas Navo Survey, Abstract No. 964, a distance of 2102.37 feet to a Corp of Engineers (C.O.E.) monument marking the east line of Tract No. L-1010 (Lake Lewisville);

THENCE North 63 Degrees 59 Minutes 15 Seconds West, along the east line of said Tract L-1010 (Lake Lewisville), a distance of 66.15 feet to a C.O.E. monument in the south line of a 4.05 acre tract of land described in deed to U.S.A. (Lake Lewisville), recorded in Volume 2586, Page 543, D.R.D.C.T.;

THENCE departing the east line of said Tract L-1010 (Lake Lewisville), along the south and east line of said 4.05 acre tract, the following courses:

North 70 Degrees 13 Minutes 37 Seconds East, a distance of 188.02 feet to a C.O.E. monument;

South 81 Degrees 50 Minutes 20 Seconds East, a distance of 135.67 feet to a C.O.E. monument;

South 49 Degrees 52 Minutes 23 Seconds East, a distance of 90.90 feet to a C.O.E. monument;

North 26 Degrees 45 Minutes 24 Seconds West, a distance of 134.02 feet to a C.O.E. monument;

North 52 Degrees 47 Minutes 18 Seconds West, a distance of 298.56 feet to a C.O.E. monument;

North 16 Degrees 14 Minutes 46 Seconds East, a distance of 157.66 feet to a C.O.E. monument;

EXHIBIT H

Legal Description of the 41.24 Acre Lyndhurst Tract

North 52 Degrees 24 Minutes 47 Seconds East, a distance of 134.54 feet to a C.O.E. monument;

South 70 Degrees 35 Minutes 33 Seconds East, a distance of 169.39 feet to a C.O.E. monument;

North 03 Degrees 33 Minutes 53 Seconds West, a distance of 136.24 feet to a C.O.E. monument in the east line of said Tract L-1010 (Lake Lewisville);

THENCE North 64 Degrees 13 Minutes 45 Seconds East, along the east line of said Tract L-1010 (Lake Lewisville), a distance of 460.00 feet to a C.O.E. monument;

THENCE South 56 Degrees 59 Minutes 15 Seconds East, a distance of 300.00 feet to a C.O.E. monument in the westerly line of a called 8.93 acre tract of land described in deed to U.S.A. (Lake Lewisville), recorded in Volume 2530, Page 376, D.R.D.C.T.;

THENCE along the southerly and easterly line of said U.S.A. tract (Lake Lewisville), the following courses:

South 13 Degrees 13 Minutes 43 Seconds West, a distance of 38.31 feet to a C.O.E. monument;

South 59 Degrees 18 Minutes 21 Seconds East, a distance of 181.58 feet to a C.O.E. monument;

South 65 Degrees 36 Minutes 56 Seconds East, a distance of 176.31 feet to a C.O.E. monument;

South 43 Degrees 10 Minutes 14 Seconds East, a distance of 130.76 feet to a C.O.E. monument;

North 67 Degrees 03 Minutes 16 Seconds East, a distance of 208.98 feet to a C.O.E. monument;

South 41 Degrees 38 Minutes 59 Seconds East, a distance of 308.52 feet to a C.O.E. monument;

North 29 Degrees 46 Minutes 27 Seconds West, a distance of 313.70 feet to a C.O.E. monument;

North 46 Degrees 21 Minutes 31 Seconds West, a distance of 80.48 feet to a C.O.E. monument;

EXHIBIT H

Legal Description of the 41.24 Acre Lyndhurst Tract

North 29 Degrees 21 Minutes 13 Seconds West, a distance of 242.64 feet to a C.O.E. monument;

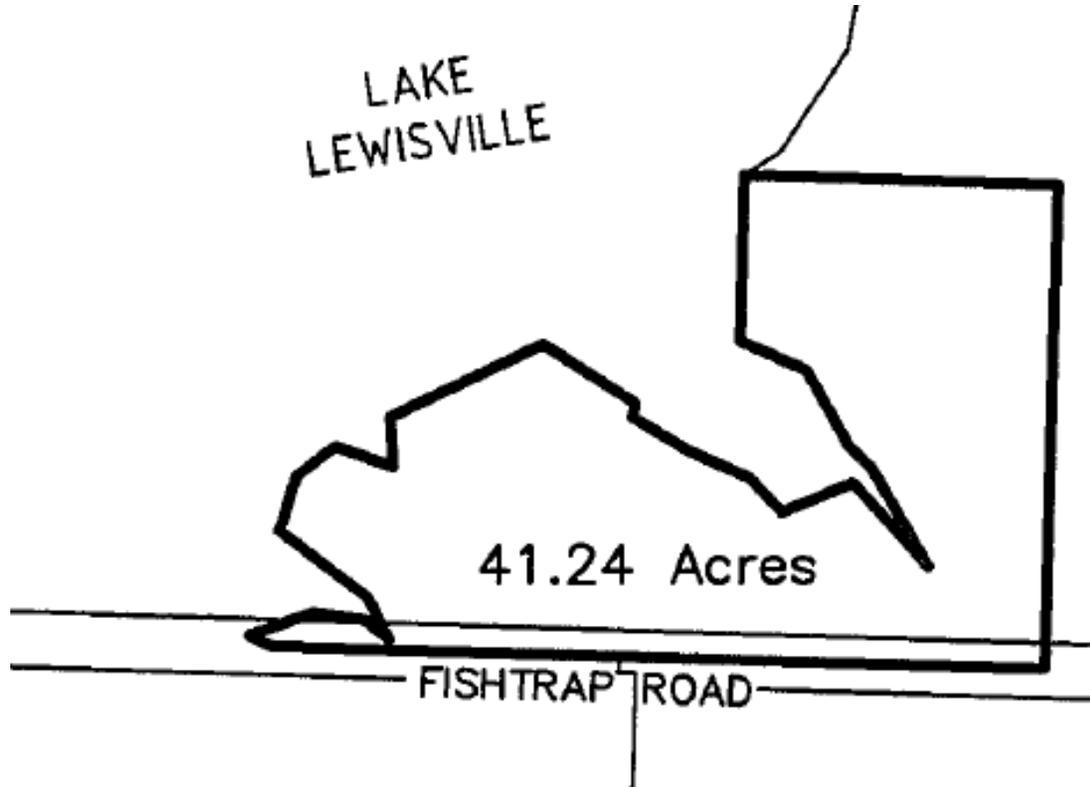
North 66 Degrees 24 Minutes 26 Seconds West, a distance of 196.10 feet to a C.O.E. monument;

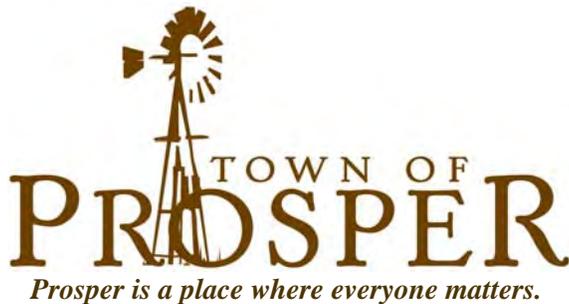
North 01 Degrees 26 Minutes 28 Seconds East, a distance of 455.43 feet to a C.O.E. monument at an easterly corner of the aforesaid 757.040 acre tract and the northwest corner of said Dallas Lyndhurst tract;

THENCE South 88 Degrees 18 Minutes 12 Seconds East, along the common line between said Dallas Lyndhurst tract and said 757.040 acre tract, a distance of 853.11 feet to a 5/8" iron rod;

THENCE South 01 Degrees 33 Minutes 09 Seconds West, along the common line between said Dallas Lyndhurst tract and said 757.040 acre tract, a distance of 1330.60 feet to the **POINT OF BEGINNING** and containing 41.24 acres of land more or less.

EXHIBIT I
Depiction of the 41.24 Acre Lyndhurst Tract





ENGINEERING

To: Mayor and Town Council

From: Hulon T. Webb, Jr., P.E., Executive Director of Development and Community Services

Through: Harlan Jefferson, Town Manager

Re: Town Council Meeting – January 26, 2016

Agenda Item:

Consider and act upon an ordinance repealing Section 12.07.002, "County Road 81," of Chapter 12, "Traffic and Vehicles," of the Code of Ordinances of the Town of Prosper, Texas, and authorizing the Mayor to execute same.

Description of Agenda Item:

On or about April 15, 2003, the Town Council adopted Ordinance No. 03-45, which provided for the establishment of vehicular weight limits on County Road 81 (Prosper Trail) from State Highway 289 (Preston Road) east to the Town limits. At the January 12, 2016, Town Council meeting, the Town Council directed Town staff to research whether or not the vehicular weight limit requirement was still required and to remove associated signage from Prosper Trail. Since the Town currently has a subsequent ordinance prohibiting thru truck traffic on Prosper Trail, combined with subsequent road construction and bridge replacement on this section of roadway, it has been determined that the vehicular weight limits are no longer necessary.

The attached ordinance will repeal Section 12.07.002, "County Road 81," and any and all vehicular weight limitations and signage requirements along Prosper Trail from Preston Road to Custer Road.

Legal Obligations and Review:

Terrence Welch of Brown & Hofmeister, L.L.P., has reviewed and approved the attached ordinance as to form and legality.

Attached Documents:

1. Ordinance

Town Staff Recommendation:

Town staff recommends that the Town Council approve an ordinance repealing Section 12.07.002, "County Road 81," of Chapter 12, "Traffic and Vehicles," of the Code of Ordinances of the Town of Prosper, Texas, and authorizing the Mayor to execute same.

Proposed Motion:

I move to approve an ordinance repealing Section 12.07.002, "County Road 81," of Chapter 12, "Traffic and Vehicles," of the Code of Ordinances of the Town of Prosper, Texas, and authorizing the Mayor to execute same.

TOWN OF PROSPER, TEXAS**ORDINANCE NO. 16-__**

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF PROSPER, TEXAS, REPEALING SECTION 12.07.002, "COUNTY ROAD 81," OF CHAPTER 12, "TRAFFIC AND VEHICLES," OF THE CODE OF ORDINANCES OF THE TOWN OF PROSPER, TEXAS; MAKING FINDINGS RELATED THERETO; PROVIDING REPEALING, SAVINGS AND SEVERABILITY CLAUSES; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on or about April 15, 2003, the Town Council of the Town of Prosper, Texas, ("Town Council"), adopted Ordinance No. 03-45, which Ordinance provided for the establishment of vehicular weight limits on County Road 81 (Prosper Trail) from State Highway 289 (Preston Road) east to the Town limits, and further provided for the placement of signs related thereto; and

WHEREAS, it has been determined that with subsequent road construction and bridge replacement, such weight limitations are no longer necessary; and

WHEREAS, it is the desire of the Town Council of the Town of Prosper, Texas, to repeal Section 12.07.002, "County Road 81," and any and all vehicular weight limitations and signage requirements contained in said section.

NOW, THEREFORE, BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF PROSPER, TEXAS, THAT:

SECTION 1

The findings set forth above are hereby found to be true and correct and are incorporated into the body of this Ordinance as if fully set forth herein.

SECTION 2

From and after the effective date of this Ordinance, Section 12.07.002, "County Road 81," of Chapter 12, "Traffic and Vehicles," of the Town's Code of Ordinances is repealed in its entirety.

SECTION 3

All provisions of any ordinance in conflict with this Ordinance are hereby repealed to the extent they are in conflict; but such repeal shall not abate any pending prosecution for violation of the repealed ordinance, nor shall the repeal prevent a prosecution from being commenced for any violation if occurring prior to the repeal of the ordinance. Any remaining portion of conflicting ordinances shall remain in full force and effect.

SECTION 4

If any section, subsection, sentence, clause or phrase of this Ordinance is for any reason held to be unconstitutional or invalid by a court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Ordinance. The Town hereby declares that it would have passed this Ordinance, and each section, subsection, clause or

phrase thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses, and phrases be declared unconstitutional.

SECTION 5

This Ordinance shall become effective from and after its adoption.

DULY PASSED, APPROVED, AND ADOPTED BY THE TOWN COUNCIL OF THE TOWN OF PROSPER, TEXAS, ON THIS 26TH DAY OF JANUARY, 2016.

Ray Smith, Mayor

ATTEST:

Robyn Battle, Town Secretary

APPROVED AS TO FORM AND LEGALITY:

Terrence S. Welch, Town Attorney



PLANNING

To: Mayor and Town Council

From: John Webb, AICP, Director of Development Services

Through: Harlan Jefferson, Town Manager

Re: Town Council Meeting – January 26, 2016

Agenda Item:

Conduct a Public Hearing, and consider and act upon a request to rezone 15.7± acres, from Commercial (C) and Planned Development-25 (PD-25) to Planned Development-Retail (PD-R), located on the north side of US 380, 580± feet west of Custer Road. (Z15-0011).

History:

On September 22, 2015, the Town Council tabled this item to give the applicant an opportunity to revise the proposed elevations (Exhibit F) to be consistent with either the Shops at Prosper Trail Kroger and/or the Prosper Plaza Lowe's. On October 27, 2015, and December 8, 2015, the Town Council tabled the item per request of the applicant. In general, the Town Council expressed a desire for the elevations to be revised, as follows:

- Meet the minimum stone requirements of the Zoning Ordinance,
- Provide varied roof heights,
- Incorporate similar architectural features and articulations to the adjacent Prosper Plaza Lowe's (i.e. barn doors), and
- Provide building recesses and projections.

The applicant has revised the elevations to correspond with the Kroger at the Shops at Prosper Trail. The revised elevations and the elevations for the Kroger at the Shops at Prosper Trail are attached. In addition, an exhibit showing the Shops at Prosper Trail Kroger, Lowe's, the originally proposed Prosper Plaza Kroger, and the revised Prosper Plaza Kroger has also been attached.

Description of Agenda Item:

The zoning and land use of the surrounding properties are as follows:

| | Zoning | Current Land Use | Future Land Use Plan |
|-------------------------|--|-------------------------------------|-----------------------------|
| Subject Property | Commercial and Planned Development-25-Commercial | Undeveloped | US 380 District |
| North | Commercial | Prosper Plaza | US 380 District |
| East | Planned Development-73-Retail | Partially Developed (Kohl's/Lowe's) | US 380 District |
| South | City of McKinney | City of McKinney | City of McKinney |
| West | Planned Development-25-Mixed Use | Undeveloped | US 380 District |

Requested Zoning – The purpose of this request is to develop the property for use as a big box grocery store (Kroger) and associated convenience store with gas pumps. Development of the property is proposed in accordance with Exhibit C (development standards), Exhibit D (conceptual development plan), Exhibit F (conceptual architectural elevations), and Exhibit G (conceptual landscape plans), and in accordance with the Retail (R) District, with the exception of the standards which vary from the Town's requirements, as listed below.

1. **Uses** – The proposed PD allows for a big box grocer (Kroger) and convenience store with gas pumps. The convenience store with gas pumps is subject to the regulations outlined in Section A.4, 8, which is consistent with the previously approved rezoning requests for the Kroger's at the Shops at Prosper Trail and Windsong Marketplace. The proposed PD limits the permitted uses in the Retail District, as outlined in Exhibit C, Section A.3.
2. **Landscaping** – The proposed PD requires four-inch caliper trees planted on twenty-five foot centers along US 380, as opposed to the ordinance requirement of three-inch caliper trees planted on thirty-foot center. The proposed PD requires two to three foot berms along US 380 to provide for screening of the outdoor sales and display (noted below in #3). The proposed PD reduces the required foundation planting requirement from thirteen to four trees. The PD proposes the elimination of the required interior/side yard landscape setback for the eastern property line of the convenience store with gas pump lot. This is necessary due to site restraints that exist in order to allow for the expansion of the existing western most drive approach on US 380 to include a divided entry feature that meets Fire standards.
3. **Outdoor Sales and Display** – The Zoning Ordinance does not allow for Outdoor Sales and Display. The proposed PD allows for Outdoor Sales and Display in the areas designated on Exhibit D, which is consistent with previously approved Kroger sites.

4. Cart Corrals and Rustic Fencing – The proposed PD requires ornamental metal cart corrals and rustic fencing along the entry drive, consistent with the approved rezoning for the eastern adjacent property (Prosper Plaza-Lowe's).
5. Façade Plan – The proposed PD provides for conceptual elevations for the big box grocery store (Kroger) and the gas pump canopy. The proposed PD allows a single material to exceed 80 percent on the north/rear elevation. The proposed PD allows for the use of “Quik-Brick,” consistent with what was approved at the Shops at Prosper Trail and Windsong Marketplace Kroger rezoning requests.
6. Building Height – The proposed PD provides for an increased building height for unoccupied architectural elements. The Zoning Ordinance allows for an increased building height in conjunction with two additional feet of building setbacks, per each one foot of increased height. The requested modification removes the requirement for added building setbacks.
7. Parking – The proposed PD provides for a potential, future expansion. The first phase of development provides for standard retail parking ratio, one space per 250 square feet, and the future expansion allows for a reduction in the required parking ratio for one space per 265 square feet.

Future Land Use Plan – The Future Land Use Plan recommends US 380 District for the property.

Thoroughfare Plan – The property is adjacent to US 380, a major thoroughfare. The zoning exhibit complies with the Thoroughfare Plan.

Water and Sanitary Sewer Services – Water and sanitary sewer services have been extended to the property.

Access – Primary access to the property will be provided from US 380. Secondary access will be provided from Custer Road via cross access through the Lowe's site.

Schools – This property is served by the Prosper Independent School District. It is not anticipated that a school site will be needed on this property.

Parks – It is not anticipated that this property will be needed for the development of a park.

Environmental Considerations – The 100-year floodplain located on the property is shown on Exhibit A.

Legal Obligations and Review:

Notification was provided to neighboring property owners as required by state law. Town staff has not received any Public Hearing Notice Reply Forms.

Attached Documents:

1. Zoning map of the surrounding area
2. Proposed Exhibits A, B, C, D, E, F, and G
3. Revised Elevations and Shops at Prosper Trail Elevations
4. Comparative Elevation Exhibit

Planning & Zoning Commission Recommendation:

At their September 1, 2015, meeting, the Planning & Zoning Commission recommended the Town Council approve the request, by a vote of 6-0, subject to:

1. Providing a minimum of 20% stone on the southern elevation.

The elevations have been revised to meet the recommendation of the Planning & Zoning Commission.

Town Staff Recommendation:

Town staff recommends that the Town Council approve the request to rezone 15.7± acres, from Commercial (C) and Planned Development-25 (PD-25) to Planned Development-Retail (PD-R), located on the north side of US 380, 580± feet west of Custer Road.

Proposed Motion:

I move to approve a request to rezone 15.7± acres, from Commercial (C) and Planned Development-25 (PD-25) to Planned Development-Retail (PD-R), located on the north side of US 380, 580± feet west of Custer Road.

SF
PD-25

SF
PD-25

M
PD-25

C
PD-25

Z15-0011

C

R
PD-73

Item 6

CR 853

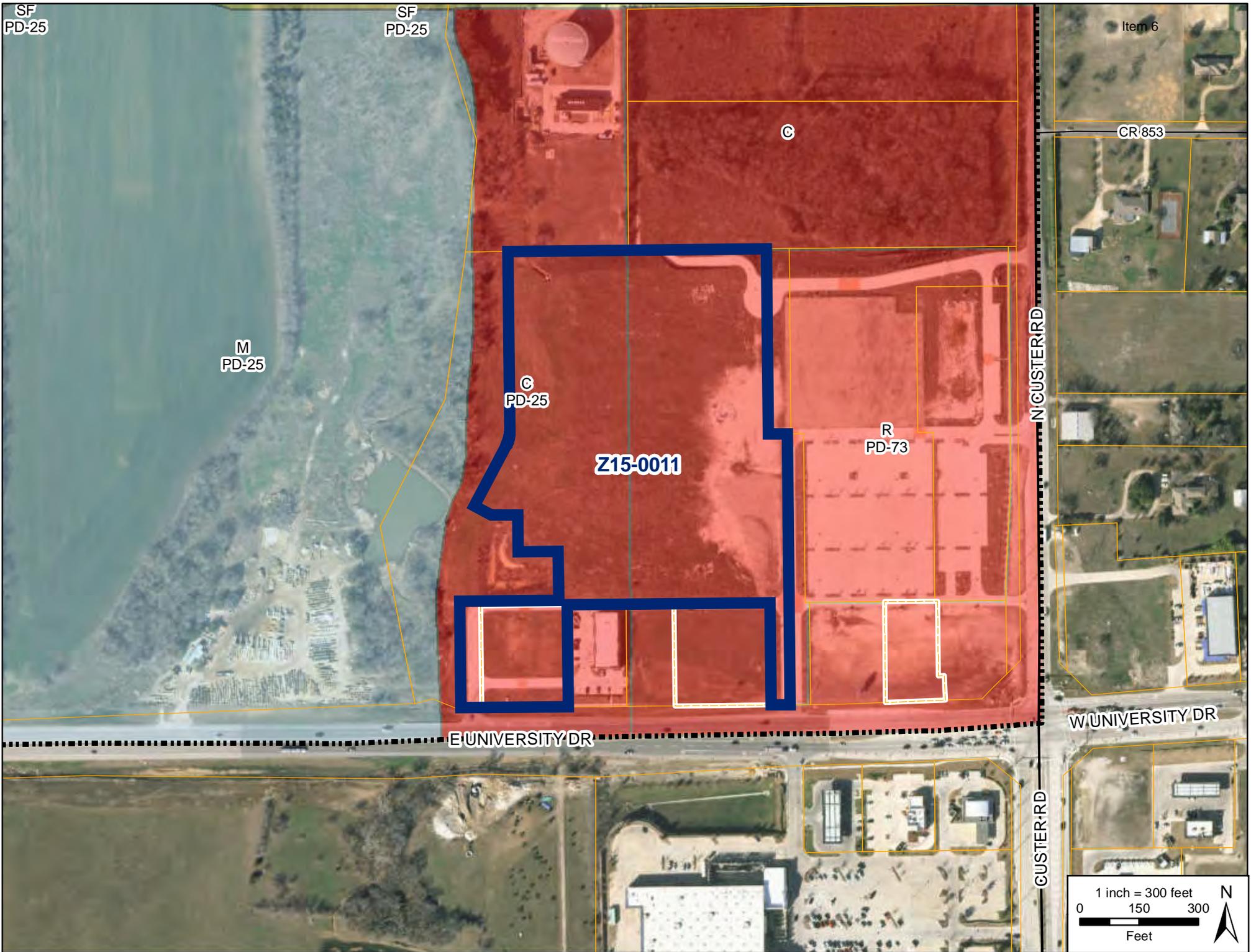
N CUSTER RD

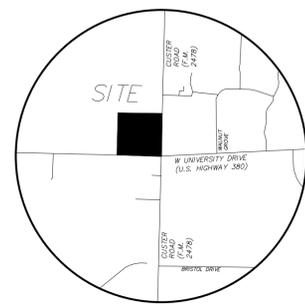
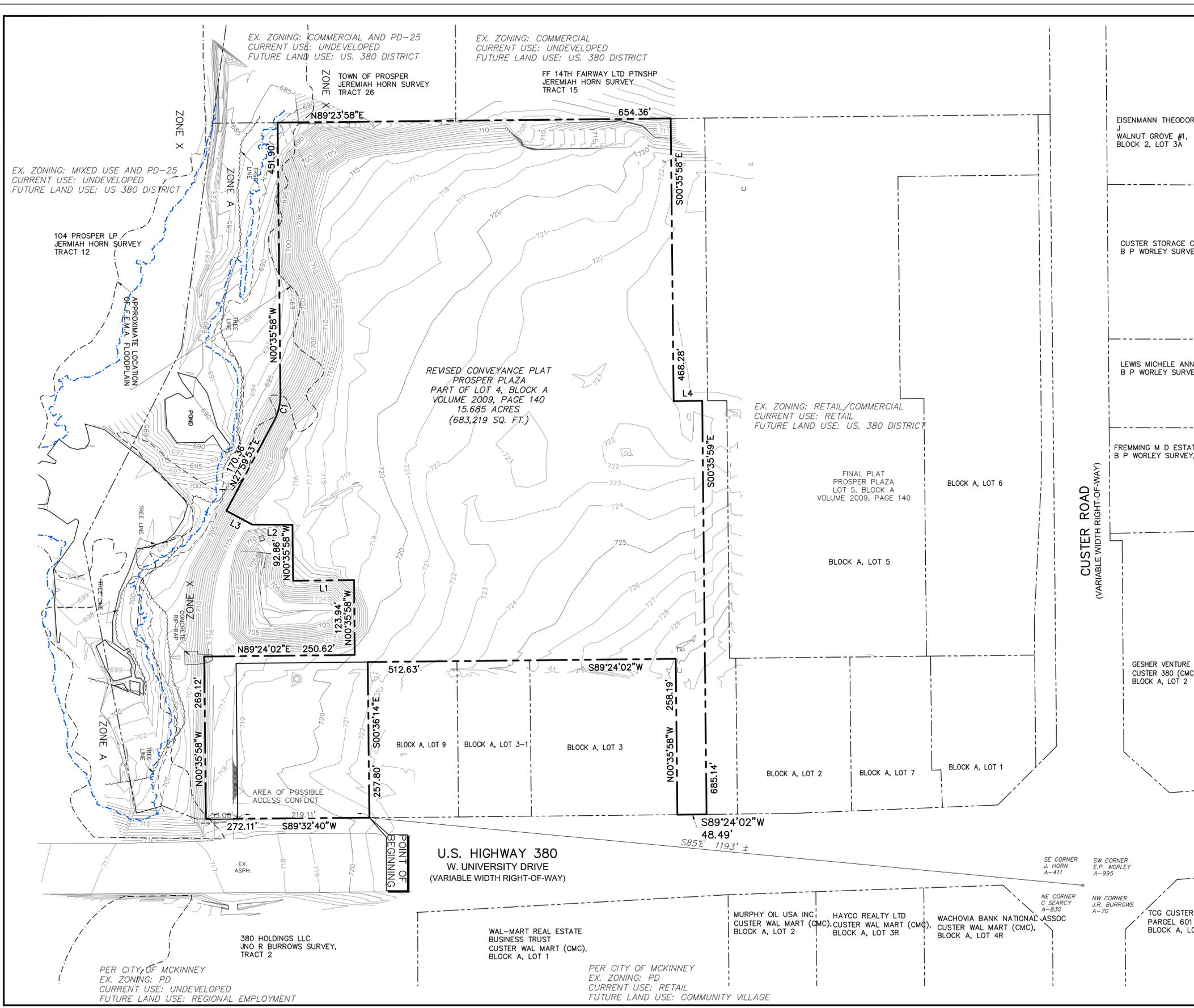
E UNIVERSITY DR

W UNIVERSITY DR

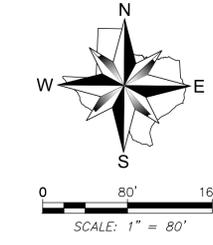
GUSTER RD

1 inch = 300 feet
0 150 300
Feet





VICINITY MAP
NOT TO SCALE



NOTE:
THE THOROUGHFARE ALIGNMENT(S) SHOWN ON THIS EXHIBIT ARE FOR ILLUSTRATION PURPOSES AND DOES NOT SET THE ALIGNMENT. THE ALIGNMENT IS DETERMINED AT TIME OF FINAL PLAT.

LEGEND
--- ZONING BOUNDARY

| | |
|------------------|----------------------|
| EXISTING ZONING | COMMERCIAL AND PD-25 |
| PROPOSED ZONING | PLANNED DEVELOPMENT |
| TOTAL GROSS | 15.685 AC |
| TOTAL NET | 15.685 AC |
| FUTURE LAND USE | US 380 DISTRICT |
| PLAN DESIGNATION | |

| NO. | DELTA | RADIUS | LENGTH | CH. L | CH. B |
|-----|-----------|--------|--------|--------|-------------|
| C1 | 28°35'51" | 85.00' | 42.43' | 41.99' | N13°41'57"E |

| LINE # | BEARING | DISTANCE |
|--------|-------------|----------|
| L1 | S89°24'02"W | 101.35' |
| L2 | N89°46'02"W | 67.12' |
| L3 | N62°00'07"W | 48.63' |
| L4 | N89°24'02"E | 47.47' |

CASE NO. Z15-0011

EXHIBIT A - ZONING EXHIBIT

KROGER TEXAS, L.P.
1331 E. AIRPORT FREEWAY
IRVING, TEXAS 75062

JEREMIAH HORN SURVEY,
ABSTRACT NO. 411
CITY OF PROSPER
COLLIN COUNTY, TEXAS

| No. | DATE | REVISION | APPROVED |
|-----|------------|--------------------------|----------|
| 4. | 08-28-2015 | PD RESUBMITTAL | M.B. |
| 3. | 08-18-2015 | PD AND PSP RESUBMITTAL | M.B. |
| 2. | 08-03-2015 | PD AND PSP SUBMITTAL | M.B. |
| 1. | 07-10-2015 | PRELIMINARY BUDGET PLANS | M.B. |

Winkelmann & Associates, Inc.
CONSULTING CIVIL ENGINEERS & SURVEYORS
6720 HILGRET PLAZA DRIVE, SUITE 325
DALLAS, TEXAS 75248
Phone: (972) 490-7090
Fax: (972) 490-7098
E-mail: info@winkelmann.com
www.winkelmann.com

EXHIBIT A
ZONING EXHIBIT
PROSPER PLAZA
PROSPER, TEXAS

SW569



CONSULTING CIVIL ENGINEERS * SURVEYORS
6750 HILLCREST PLAZA DR., STE. 325
DALLAS, TX 75230 (972) 490-7090 FAX (972) 490-7099

Prosper Plaza

Exhibit "B"

Statement of Intent and Purpose

The Applicant intends to develop a shopping center anchored by a full service grocery store and will include 9 fuel pump (18 stations) and kiosk. The store is currently planned to be approximately 123,000 square feet.

The grocery store is being developed on the existing lot next to the purposed Lowes to fill out much of the remaining developable land at Prosper Plaza.

-EXHIBIT C-
REVISED 8/27/15

Planned Development Standards

Conformance with the Town's Zoning Ordinance and Subdivision Ordinance

Except as otherwise set forth in these Development Standards, the regulations of the Town's Zoning Ordinance (Ordinance No. 05-20 as it exists or may be amended) and the Subdivision Ordinance as it exists or may be amended) shall apply.

Tract A Retail District

- A.1 Except as noted below, the Tract shall develop in accordance with the Retail District, as it exists or may be amended.
- A.2 Development Plans:
1. Concept Plan: Development shall be in conformance with the attached concept plan, set forth in Exhibit D.
 2. Elevation: Development shall be in conformance with the attached elevations, set forth in Exhibits F.
 3. Landscape Plan: Development shall be in conformance with the attached landscape plan, set forth in Exhibit G.
- A.3 Uses. Uses shall be permitted in accordance with the Retail District. A big box retail building and fuel center is a permitted use.
- The following uses shall be prohibited:
1. Athletic Stadium of Field, Private
 2. Athletic Stadium of Field, Public
 3. Cemetery / Mausoleum
 4. Commercial Amusement, outdoor
 5. Recycling Collection Point
 6. School District Bus Yard
 7. Sewage Treatment Plant / Pumping Station
 8. Trailer Rental
 9. Utility Distribution / Transmission Facility
 10. Water Treatment Plant

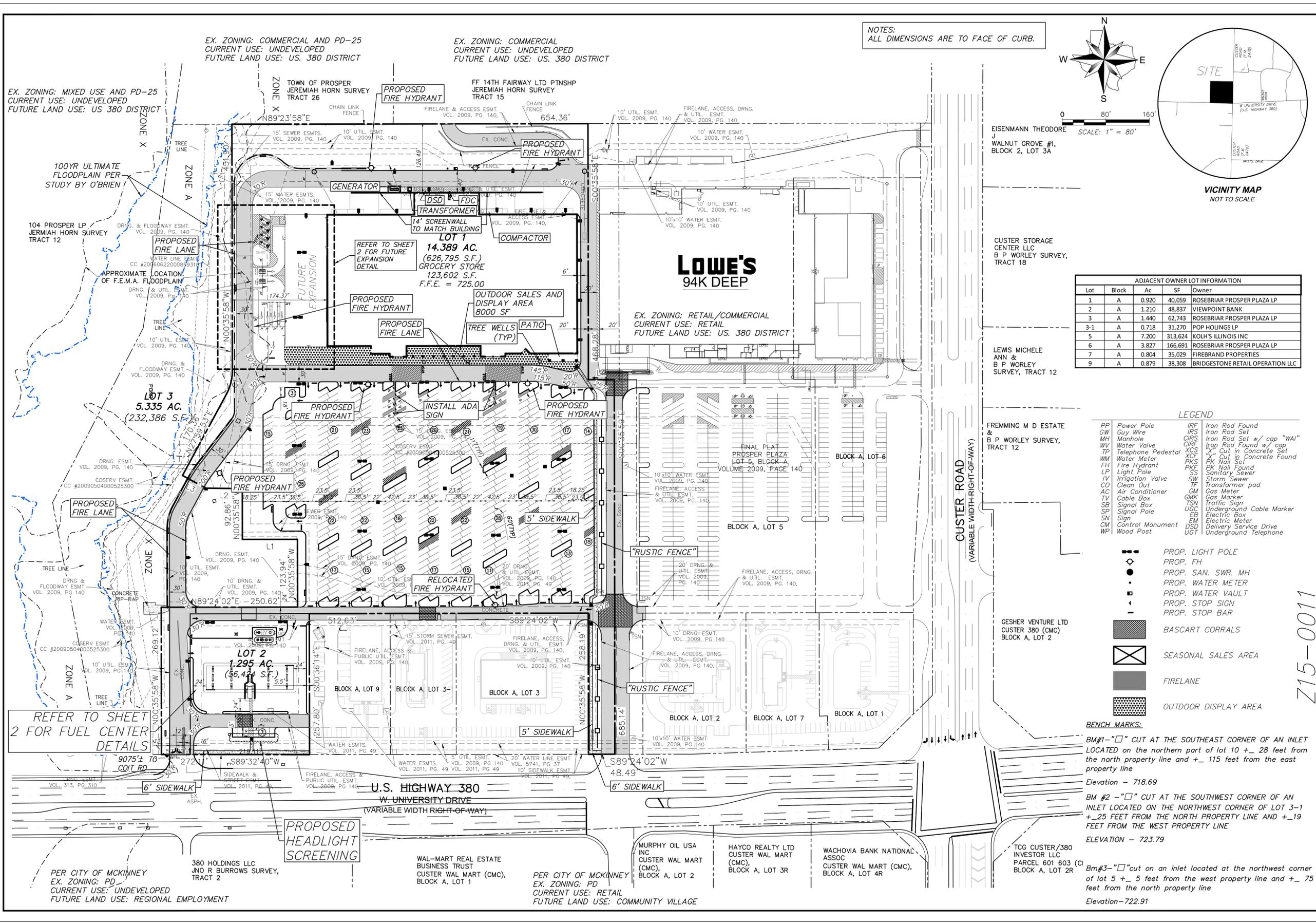
A.4 Regulations:

1. U.S. Highway 380
 - a. Tree plantings shall be provided at minimum rate of one tree of a minimum four (4) inch caliper (at the time of planting) per twenty five (25) lineal feet.
 - b. Trees may be planted outside of the 30' landscape buffer but must be placed on the roadway side of the nearest adjacent paved area.
 - c. A berm of a variable height of two (2) feet to three (3) feet shall be provided within the landscape buffer to provide additional screening of the outdoor sales, and display areas.
 - d. Trees may be grouped or clustered together to provide additional screening as an alternative to planting all at a specific distance between trees.
2. Outdoor sales display and storage shall be permitted but limited to a big box and fuel center subject to the following conditions:
 - a. Shall be located in the locations identified on Exhibit D.
 - b. Shall not block or impair sidewalks, ADA access, doorways or fire lanes.
3. Foundation landscape required in accordance with Exhibit G.
4. Cart corrals shall consist of ornamental metal fence.
5. Building Materials: may include "Quik Brick" (a 4" manufactured concrete masonry unit) and cultured stone (manufactured) individually stacked, as provided in the conceptual building elevations in Exhibit F1 through F2 which is a part herein, in addition to those permitted in Chapter 4, Section 8 of the Zoning Ordinance.

A single material, provided it is a mix of different colors throughout, may comprise up to ninety-nine (99) percent of the rear elevation of the big box building, as shown in Exhibit F.

 - A maximum of 16% of EIFS is permitted on the front façade.
 - A minimum of 7% of stone is permitted on the front and side facades.
 - No stone is required on the rear elevation.
6. Building Height: Buildings should be a maximum of two (2) stories, not to exceed 40 feet in height, excluding unoccupied architectural elements that may be allowed up to 48 feet in height.
7. Convenience Store with Gas Pumps subject to the following regulations:
 - a. Convenience Store with Gas Pumps is permitted only within two-hundred and fifty (250) feet of the right-of-way line of US 380
 - b. Convenience Store with Gas Pumps is permitted to be off the corner as shown on Exhibit D.

- c. Convenience Store with Gas Pumps is permitted at a maximum of one (1) location on the property;
 - d. Canopies shall have pitched roofs and the color and style of the metal roof on the gas station canopy shall be consistent with the metal roof on the main building;
 - e. Canopy support columns shall be entirely masonry encased; and
 - f. The canopy band face shall be a color complimentary with the main structure or an accent color and may not be backlit.
 - g. Gas pumps shall be removed if permanently closed for more than six (6) months, including reclassification of fuel tanks per TCEQ Regulations.
8. Front Building Sidewalk:
- a. One tree for every 100 LF of store frontage shall be planted in the sidewalk area.
9. Required parking row terminus island trees (canopy or ornamental alternative) adjacent to the existing east/west access drive parallel to US-380 may be planted within the existing drainage easement.
10. Parking:
- a. The required parking ratio for the big box building, if expanded as shown, shall be 1 space per 265 sf (3.77:1)
11. No interior (side yard) landscape buffers shall be required between fuel center lot and adjacent lots.



EX. ZONING: COMMERCIAL AND PD-25
CURRENT USE: UNDEVELOPED
FUTURE LAND USE: US. 380 DISTRICT

EX. ZONING: COMMERCIAL
CURRENT USE: UNDEVELOPED
FUTURE LAND USE: US. 380 DISTRICT

EX. ZONING: MIXED USE AND PD-25
CURRENT USE: UNDEVELOPED
FUTURE LAND USE: US 380 DISTRICT

104 PROSPER LP
JEREMIAH HORN SURVEY
TRACT 12

LOT 3
5.335 AC.
(232,386 S.F.)

LOT 2
1.295 AC.
(56,474 S.F.)

REFER TO SHEET
2 FOR FUEL CENTER
DETAILS

PER CITY OF MCKINNEY
EX. ZONING: PD
CURRENT USE: UNDEVELOPED
FUTURE LAND USE: REGIONAL EMPLOYMENT

380 HOLDINGS LLC
JNO R BURROWS SURVEY,
TRACT 2

WAL-MART REAL ESTATE
BUSINESS TRUST
CUSTER WAL MART (CMC),
BLOCK A, LOT 1

PER CITY OF MCKINNEY
EX. ZONING: PD
CURRENT USE: RETAIL
FUTURE LAND USE: COMMUNITY VILLAGE

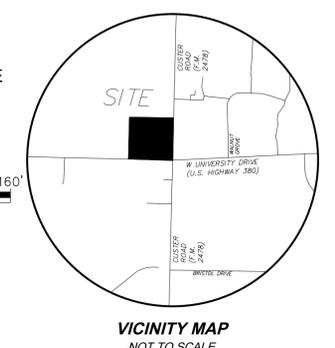
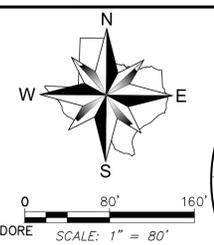
MURPHY OIL USA
INC
CUSTER WAL MART
(CMC),
BLOCK A, LOT 2

HAYCO REALTY LTD
CUSTER WAL MART
(CMC),
BLOCK A, LOT 3R

WACHOVIA BANK NATIONAL
ASSOC
CUSTER WAL MART (CMC),
BLOCK A, LOT 4R

TCG CUSTER/380
INVESTOR LLC
PARCEL 601 603 (C)
BLOCK A, LOT 2R

NOTES:
ALL DIMENSIONS ARE TO FACE OF CURB.



ADJACENT OWNER LOT INFORMATION

| Lot | Block | Ac | SF | Owner |
|-----|-------|-------|---------|----------------------------------|
| 1 | A | 0.920 | 40,059 | ROSEBRIAR PROSPER PLAZA LP |
| 2 | A | 1.210 | 48,837 | VIEWPOINT BANK |
| 3 | A | 1.440 | 62,743 | ROSEBRIAR PROSPER PLAZA LP |
| 3-1 | A | 0.718 | 31,270 | POP HOLDINGS LP |
| 5 | A | 7.200 | 313,624 | KOL'S ILLINOIS INC |
| 6 | A | 3.827 | 166,691 | ROSEBRIAR PROSPER PLAZA LP |
| 7 | A | 0.804 | 35,029 | FIREBRAND PROPERTIES |
| 9 | A | 0.879 | 38,308 | BRIDGESTONE RETAIL OPERATION LLC |

LEGEND

| | |
|-----------------------|--------------------------------|
| PP Power Pole | IRF Iron Rod Found |
| GW Guy Wire | IRS Iron Rod Set |
| MH Manhole | CIRS Iron Rod Set w/ cap "WAI" |
| WV Water Valve | CIWF Iron Rod Found w/ cap |
| TP Telephone Pedestal | XCS "X" Cut in Concrete Set |
| WM Water Meter | PKS "K" Cut in Concrete Found |
| FP Fire Hydrant | PKF PK Nail Found |
| LP Light Pole | SS Sanitary Sewer |
| IW Irrigation Valve | SW Storm Sewer |
| CO Clean Out | TF Transformer pad |
| AC Air Conditioner | GM Gas Meter |
| TV Cable Box | GMK Gas Marker |
| SB Signal Box | TSN Traffic Sign |
| SP Signal Pole | UGC Underground Cable Marker |
| SN Sign | EB Electric Box |
| CM Control Monument | EM Electric Meter |
| WP Wood Post | DSO Delivery Service Drive |
| | UGT Underground Telephone |

PROP. LIGHT POLE
PROP. FH
PROP. SAN. SWR. MH
PROP. WATER METER
PROP. WATER VAULT
PROP. STOP SIGN
PROP. STOP BAR

BASCART CORRALS
SEASONAL SALES AREA
FIRELANE
OUTDOOR DISPLAY AREA

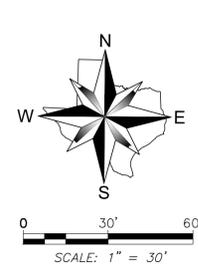
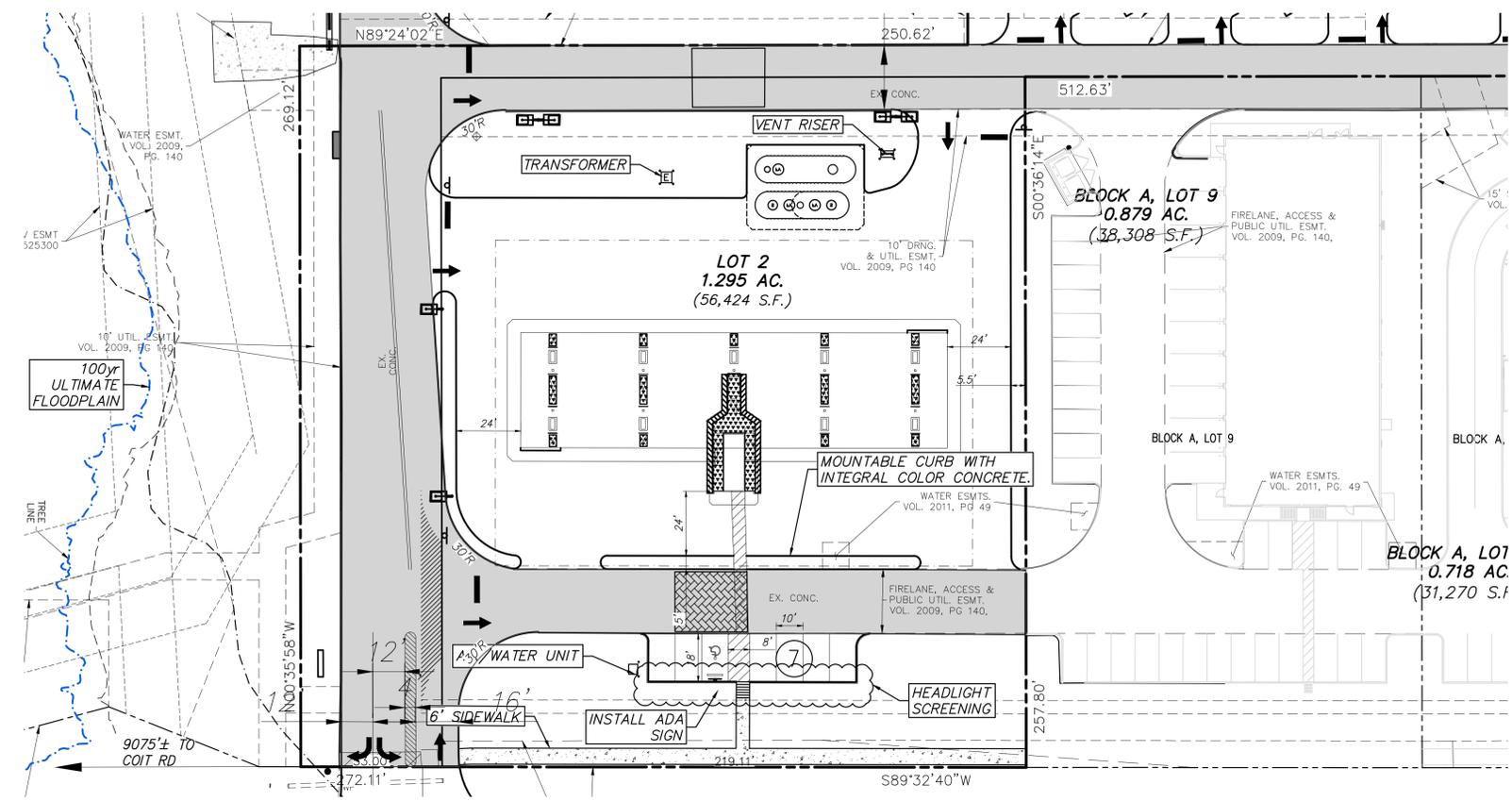
BENCH MARKS:
BM#1 - "□" CUT AT THE SOUTHEAST CORNER OF AN INLET
LOCATED ON THE northern part of lot 10 +_ 28 feet from
the north property line and +_ 115 feet from the east
property line
Elevation - 718.69
BM #2 - "□" CUT AT THE SOUTHWEST CORNER OF AN
INLET LOCATED ON THE NORTHWEST CORNER OF LOT 3-1
+_ 25 FEET FROM THE NORTH PROPERTY LINE AND +_ 19
FEET FROM THE WEST PROPERTY LINE
ELEVATION - 723.79
BM#3 - "□" cut on an inlet located at the northwest corner
of lot 5 +_ 5 feet from the west property line and +_ 75
feet from the north property line
Elevation - 722.91

| No. | DATE | REVISION | APPROV. |
|-----|------------|--------------------------|---------|
| 4. | 08-28-2015 | PD RESUBMITTAL | M.B. |
| 3. | 08-18-2015 | PD AND PSP RESUBMITTAL | M.B. |
| 2. | 08-03-2015 | PD AND PSP SUBMITTAL | M.B. |
| 1. | 07-10-2015 | PRELIMINARY BUDGET PLANS | M.B. |

Winkelmann & Associates, Inc.
CONSULTING CIVIL ENGINEERS & SURVEYORS
6720 HILGRET PLAZA DRIVE, SUITE 325
DALLAS, TEXAS 75248
Phone: (972) 490-7090
Fax: (972) 490-7099
www.winkelmann.com
Professional Registration No. 008866-00
Contract # 1515, Instrument # 150000000

Z15-0011
EXHIBIT D
PD CONCEPT PLAN
PROSPER PLAZA
PROSPER, TEXAS

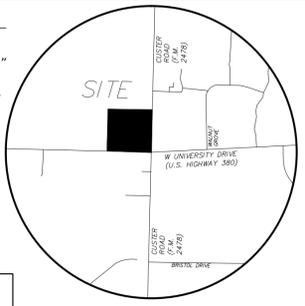
CSP-01.0
SW569



LEGEND

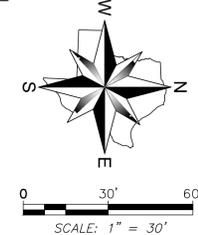
| | | | |
|----|--------------------|------|---------------------------|
| PP | Power Pole | IRF | Iron Rod Found |
| GW | Guy Wire | IRS | Iron Rod Set |
| MH | Manhole | CIRS | Iron Rod Set w/ cap "WAI" |
| WV | Water Valve | CIRF | Iron Rod Found w/ cap |
| TP | Telephone Pedestal | XCS | Cut in Concrete Set |
| WM | Water Meter | XCF | Cut in Concrete Found |
| FH | Fire Hydrant | PKS | PK Nail Set |
| LP | Light Pole | PKF | PK Nail Found |
| IV | Irrigation Valve | SS | Sanitary sewer |
| CO | Clean Out | SW | Storm Sewer |
| AC | Air Conditioner | TF | Transformer pad |
| TV | Cable Box | GM | Gas Meter |
| SB | Signal Box | GMK | Gas Marker |
| SP | Signal Pole | TSN | Traffic Sign |
| SN | Sign | UGC | Underground Cable Marker |
| CM | Control Monument | EB | Electric Box |
| WP | Wood Post | EM | Electric Meter |
| | | DSD | Delivery Service Drive |
| | | UGT | Underground Telephone |

NOTES:
 1. ALL DIMENSIONS ARE TO FACE OF CURB.
 2. EASEMENTS ARE NOT LABELED FOR CLARITY.



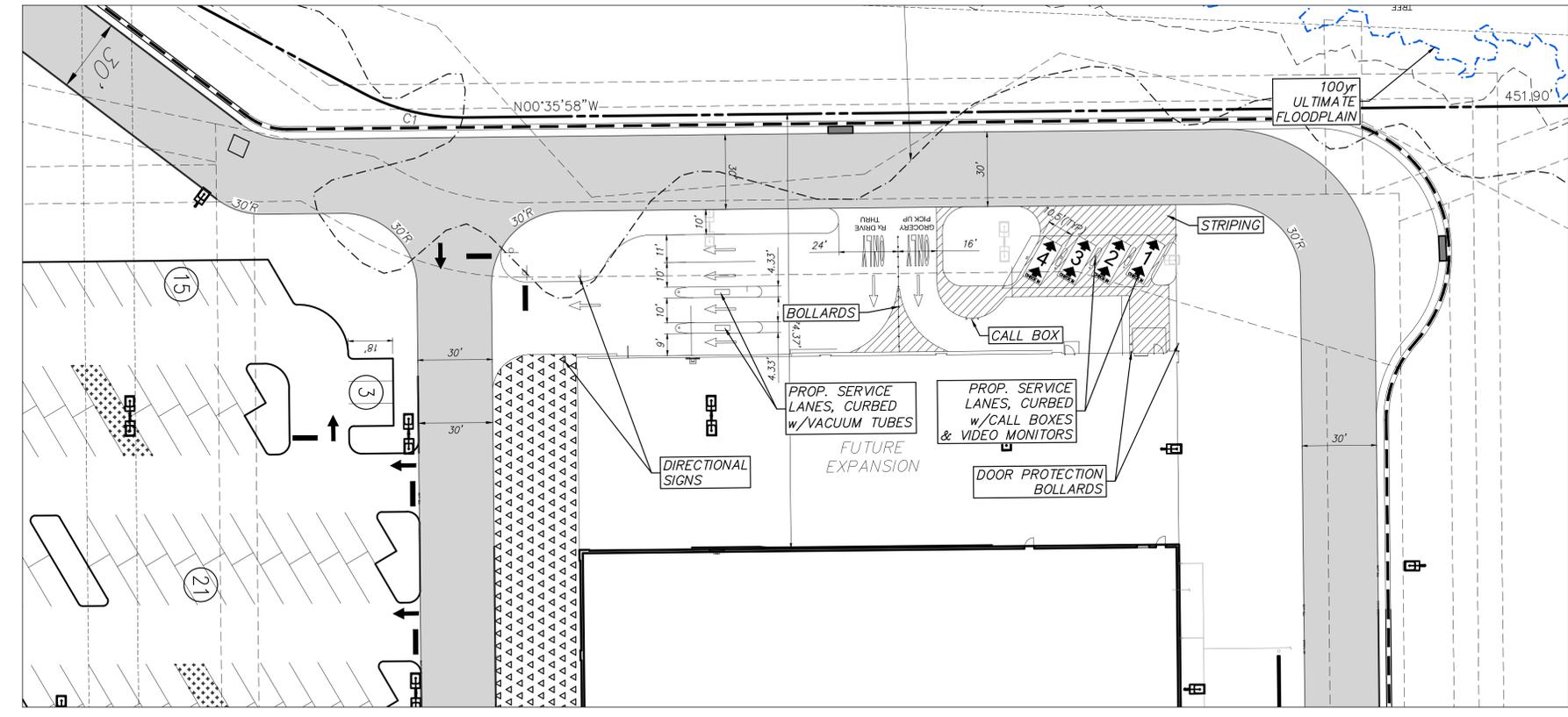
VICINITY MAP
NOT TO SCALE

- PROP. LIGHT POLE
- PROP. FH
- PROP. SAN. SWR. MH
- PROP. WATER METER
- PROP. WATER VAULT
- PROP. STOP SIGN
- PROP. STOP BAR
- BASCART CORRALS
- SEASONAL SALES AREA
- FIRELANE
- OUTDOOR DISPLAY AREA



CITY SITE PLAN NOTES

- 1) DUMPSTERS AND TRASH COMPACTORS SHALL BE SCREENED IN ACCORDANCE WITH THE ZONING ORDINANCE.
- 2) OPEN STORAGE, WHERE PERMITTED, SHALL BE SCREENED IN ACCORDANCE WITH THE ZONING ORDINANCE.
- 3) OUTDOOR LIGHTING SHALL COMPLY WITH THE LIGHTING AND GLARE STANDARDS CONTAINED WITHIN THE ZONING ORDINANCE AND SUBDIVISIO ORDINANCE.
- 4) LANDSCAPING SHALL CONFORM TO LANDSCAPE PLANS APPROVED BY THE TOWN.
- 5) ALL ELEVATIONS SHALL COMPLY WITH THE STANDARDS CONTAINED WITHIN THE ZONING ORDINANCE.
- 6) BUILDINGS OF 5,000 SQUARE FEET OR GREATER SHALL BE 100% FIRE SPRINKLED. ALTERNATIVE FIRE PROTECTION MEASURES MAY BE APPROVED BY THE FIRE DEPARTMENT.
- 7) FIRE LANES SHALL BE DESIGNED AND CONSTRUCTED PER TOWN STANDARDS OR AS DIRECTED BY THE FIRE DEPARTMENT.
- 8) TWO POINTS OF ACCESS SHALL BE MAINTAINED FOR THE PROPERTY AT ALL TIMES.
- 9) SPEED BUMPS/HUMPS ARE NOT PERMITTED WITHIN A FIRE LANE.
- 10) HANDICAPPED PARKING AREAS AND BUILDING ACCESSIBILITY SHALL CONFORM TO THE AMERICANS WITH DISABILITIES ACT (ADA) AND WITH THE REQUIREMENTS OF THE CURRENT, ADOPTED BUILDING CODE.
- 11) ALL SIGNAGE IS SUBJECT TO BUILDING OFFICIAL APPROVAL.
- 12) ALL FENCES AND RETAINING WALLS SHALL BE SHOWN ON THE SITE PLAN AND ARE SUBJECT TO BUILDING OFFICIAL APPROVAL.
- 13) ALL EXTERIOR BUILDING MATERIALS ARE SUBJECT TO BUILDING OFFICIAL APPROVAL AND SHALL CONFORM TO THE APPROVED FAÇADE PLAN.
- 14) SIDEWALKS OF NOT LESS THAN SIX (6') FEET IN WIDTH ALONG THOROUGHFARES AND COLLECTORS AND FIVE (5') IN WIDTH ALONG RESIDENTIAL STREETS, AND BARRIER FREE RAMPS AT ALL CURB CROSSINGS SHALL BE PROVIDED PER TOWN STANDARDS.
- 15) APPROVAL OF THE SITE PLAN IS NOT FINAL UNTIL ALL ENGINEERING PLANS ARE APPROVED BY THE ENGINEERING DEPARTMENT.
- 16) SITE PLAN APPROVAL IS REQUIRED PRIOR TO GRADING RELEASE.
- 17) ALL NEW ELECTRICAL LINES SHALL BE INSTALLED AND/OR RELOCATED UNDERGROUND.
- 18) ALL MECHANICAL EQUIPMENT SHALL BE SCREENED FROM PUBLIC VIEW IN ACCORDANCE WITH THE ZONING ORDINANCE.



| LOT NUMBER | 1 | 1W/EXPANSION | 2 | 3 |
|---|---------------|--------------|-------------|-------------|
| ZONING | PD-R | PD-R | PD-R | PD-R |
| PROPOSED USE | GROCERY | GROCERY | FUEL CENTER | UNDEVELOPED |
| LOT AREA | AC 14.389 | 14.389 | 1.295 | 5.335 |
| | SF 626,795 | 626,795 | 56,424 | 232,386 |
| BUILDING AREA (SF) | 123,590 | 143,590 | 180 | N/A |
| BUILDING HEIGHT (FT) | 41'-8" | 41'-8" | 19'-0" | N/A |
| LOT COVERAGE | 0.00% | 0.00% | 0.00% | N/A |
| FLOOR AREA RATIO | 1 | 1 | 1 | N/A |
| REQUIRED PARKING RATIO | 1/ 250 | 1/ 265 | 1/ 250 | N/A |
| TOTAL PARKING REQUIRED | 495 SPACES | 542 SPACES | 1 SPACES | N/A |
| TOTAL PARKING PROVIDED | 548 SPACES | 548 SPACES | 7 SPACES | N/A |
| HC PARKING REQUIRED | 12 | 12 | 1 | N/A |
| HC PARKING PROVIDED | 14 | 14 | 1 | N/A |
| OPEN SPACE REQUIRED (SF) | 43,876 | 43,876 | 3,950 | N/A |
| OPEN SPACE PROVIDED (SF) | 100,085 | 100,085 | 6,685 | N/A |
| OPEN SPACE RATIO REQUIRED | 7% | 7% | 7% | N/A |
| OPEN SPACE RATIO PROVIDED | 15.97% | 15.97% | 11.85% | N/A |
| INTERIOR LANDSCAPING REQUIRED (SF) (15 SF/PKG SPOT) | 8,220 | 8,220 | 105 | N/A |
| INTERIOR LANDSCAPING PROVIDED (SF) | 13,215 | 13,215 | 492 | N/A |
| SQUARE FOOTAGE OF IMPERVIOUS SURFACE (SF) | 506,274 | 506,274 | 40,182 | N/A |

*TOTAL PARKING INCLUDES HC SPACES

Winkelmann & Associates, Inc.
 CONSULTING CIVIL ENGINEERS & SURVEYORS
 6720 HILGRET PLAZA DRIVE, SUITE 325
 FORT WORTH, TEXAS 76116
 Phone: 817-339-7999
 Fax: 817-339-7999
 www.winkelmanna.com

EXHIBIT E
PD CONCEPT PLAN
PROSPER PLAZA
PROSPER, TEXAS

Z15-0011
CSP-01.1
SW569

| NO. | DATE | REVISION | APPROV. |
|-----|------------|--------------------------|---------|
| 4. | 08-28-2015 | PD RESUBMITTAL | M.B. |
| 3. | 08-18-2015 | PD AND PSP RESUBMITTAL | M.B. |
| 2. | 08-03-2015 | PD AND PSP SUBMITTAL | M.B. |
| 1. | 07-10-2015 | PRELIMINARY BUDGET PLANS | M.B. |

LAST SAVED BY: SHIRACH August 28, 2015
 3:19:53.00



CONSULTING CIVIL ENGINEERS * SURVEYORS
 6750 HILLCREST PLAZA DR., STE. 325
 DALLAS, TX 75230 (972) 490-7090 FAX (972) 490-7099

EXHIBIT E

Projected Development Schedule

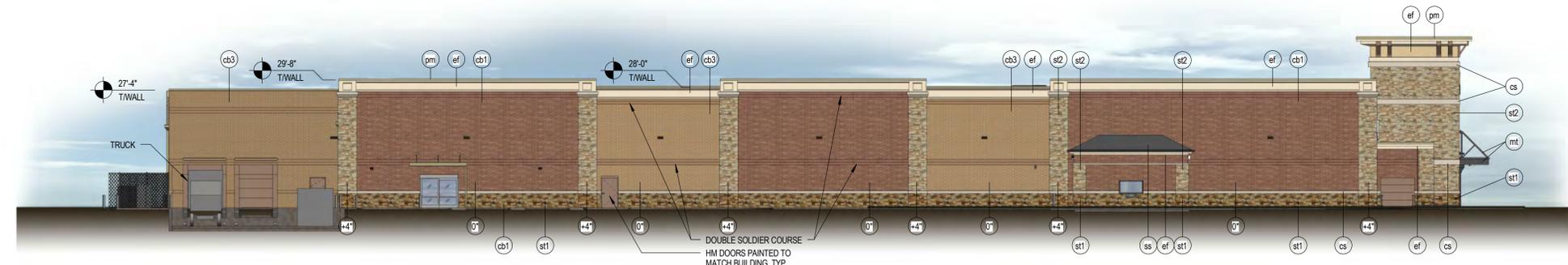
Prosper Plaza

July 31, 2015

| <u>Kroger will give notice to proceed (NTP) to go out to bid.</u> | <u>Weeks from NTP</u> |
|--|-----------------------|
| a. Send bid documents out to bid | 1 week |
| b. Receive Bids | 4 weeks |
| c. Award Site Work Contract | 8 weeks |
| d. Complete Pad | 20 weeks |
| e. Provide temporary power and all weather access roads to the Kroger pad and staging area | 20 weeks |
| f. Provide fire lanes for Kroger building and Fuel Station | 23 weeks |
| | |
| <u>Items to be completed from Pad delivery</u> | <u>Weeks</u> |
| g. Paving complete | 10 weeks |
| h. Provide permanent power | 8 weeks |
| i. Monument / Pylon signs | 12 weeks |
| | |
| <u>Items to be completed prior to the fuel center opening</u> | <u>Weeks</u> |
| j. Striping Critical to open Fuel Center | 3 weeks |
| | |
| <u>Items to be completed prior to Kroger Grand Opening</u> | <u>Weeks</u> |
| k. Kroger Opening | 0 week |
| l. Landscaping | 8 weeks |
| m. Striping | 6 weeks |
| n. NOT | 4 weeks |
| o. Site work 100% punched out | 4 weeks |



SOUTH ELEVATION



WEST ELEVATION

Facade Plan Checklist

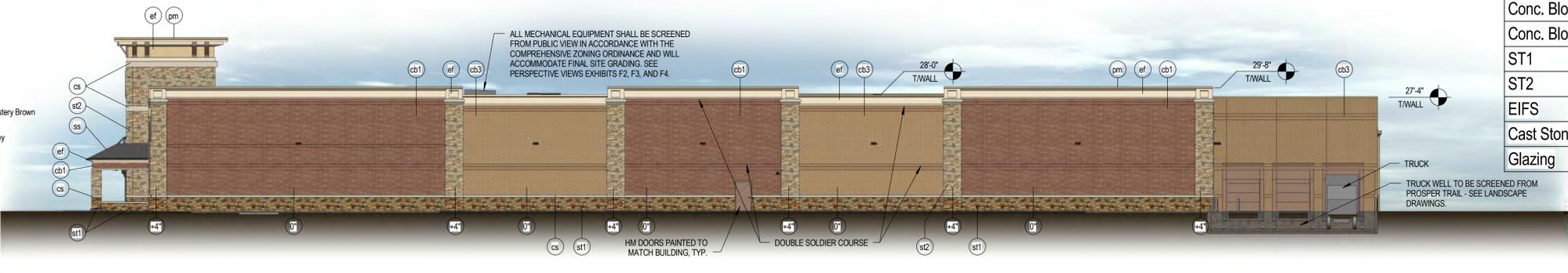
- "This Facade Plan is for conceptual purposes only. All building plans require review and approval from the Building Inspection Division"
- "All mechanical equipment shall be screened from public view in accordance with the Comprehensive Zoning Ordinance"
- "When permitted, exposed utility boxes and conduits shall be painted to match the building"
- "All signage areas and locations are subject to approval by the Building Inspection Department"
- "Windows shall have a maximum exterior visible reflectivity of ten (10) percent."



NORTH ELEVATION

| Material Percentages | | | | |
|--------------------------|-------|-------|-------|-------|
| | West | South | East | North |
| Conc. Block | 59.6% | 43.6% | 71.2% | 63.1% |
| Conc. Block - Split Face | 0.0% | 0.0% | 0.0% | 22.4% |
| ST1 | 8.8% | 8.6% | 6.9% | 5.9% |
| ST2 | 11.0% | 13.3% | 7.5% | 4.9% |
| EIFS | 7.8% | 10.0% | 7.2% | 0.5% |
| Cast Stone | 2.8% | 3.8% | 1.8% | 1.0% |
| Glazing | 0.2% | 12.3% | 0.0% | 0.0% |

- FINISH SCHEDULE**
- st1 Concrete Stone Veneer
Texas Stone Design Inc - Palo Pinto Cobble
 - st2 Concrete Stone Veneer
Texas Stone Design Inc - Granbury Cobble
 - cb1 Architectural Concrete Block
Oldcastle - Quik Brik - Timberland w/ Red Flash - 4"
 - cb2 Architectural Concrete Block
Oldcastle - Quik Brik - Timberland w/ Red Flash - 4" split
 - cb3 Architectural Concrete Block
Oldcastle - Quik Brik - Autumn Blend w/ Flash - 4"
 - cb4 Architectural Concrete Block
Oldcastle - Quik Brik - Autumn Blend w/ Flash - 4" split
 - cs Cast Stone
Sileworks - Natural
 - ef Reinforced E.I.F.S.
Dryvit - Oyster Shell / Monastery Brown
 - mt Exposed Metal
Paint to match Charcoal Grey
 - pm Metal Coping
Berridge - Sierra Tan
 - sf Clear Anodized
Aluminum
 - ss Standing Seam Metal Roof
Berridge - Charcoal Grey
 - gl Glazing
Grey Tint
 - mr Mortar
Amerimix - Light Tan

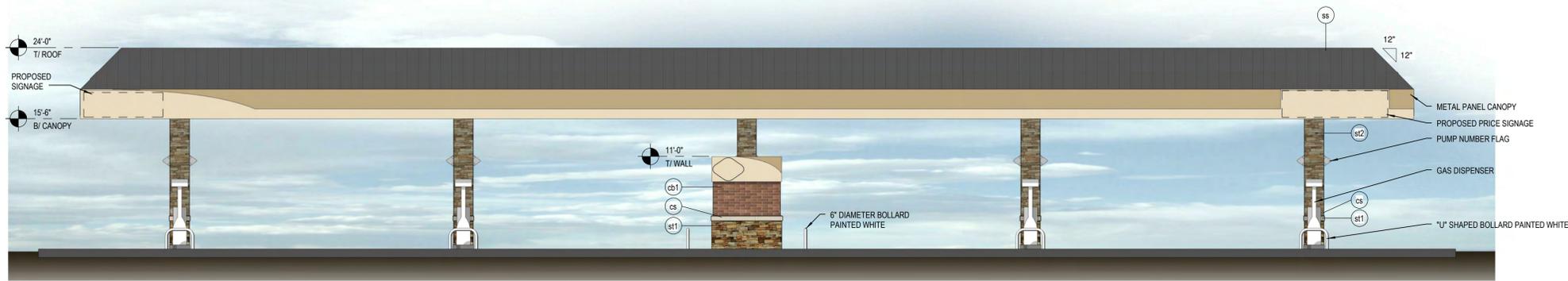


EAST ELEVATION

EXHIBIT F1 - CONCEPT ELEVATIONS

January 13, 2016





NORTH ELEVATION



EAST ELEVATION



WEST ELEVATION



SOUTH ELEVATION

ALL MECHANICAL EQUIPMENT SHALL BE SCREENED FROM PUBLIC VIEW IN ACCORDANCE WITH THE COMPREHENSIVE ZONING ORDINANCE AND WILL ACCOMMODATE FINAL SITE GRADING.

- Facade Plan Checklist**
- "This Facade Plan is for conceptual purposes only. All building plans require review and approval from the Building Inspection Division"
 - "All mechanical equipment shall be screened from public view in accordance with the Comprehensive Zoning Ordinance"
 - "When permitted, exposed utility boxes and conduits shall be painted to match the building"
 - "All signage areas and locations are subject to approval by the Building Inspection Department"
 - "Windows shall have a maximum exterior visible reflectivity of ten (10) percent."

| Material Percentages | | | | |
|------------------------------|--------|--------|--------|--------|
| | East | West | South | North |
| Architectural Concrete Block | 4.62% | 6.58% | 0.00% | 2.06% |
| Metal Roof | 34.42% | 34.42% | 48.88% | 48.88% |
| Metal Canopy | 34.93% | 34.93% | 37.28% | 37.28% |
| Stone | 18.95% | 18.95% | 10.90% | 11.26% |
| Cast Stone | 2.65% | 2.65% | 0.84% | 0.84% |
| Glass | 3.44% | 3.44% | 2.10% | 0.00% |

- FINISH SCHEDULE**
- st1 Concrete Stone Veneer
Texas Stone Design Inc - Palo Pinto Cobble
 - st2 Concrete Stone Veneer
Texas Stone Design Inc - Granbury Cobble
 - cb1 Architectural Concrete Block
Oldcastle - Quik Brik - Sandalwood Blend - 4"
 - sf Dark Bronze
 - ss Standing Seam Metal Roof
Berridge - Charcoal Grey
 - m Mortar
Amerimix - Light Tan
 - cs Cast Stone
Siteworks - Natural

June 5, 2015

SW569

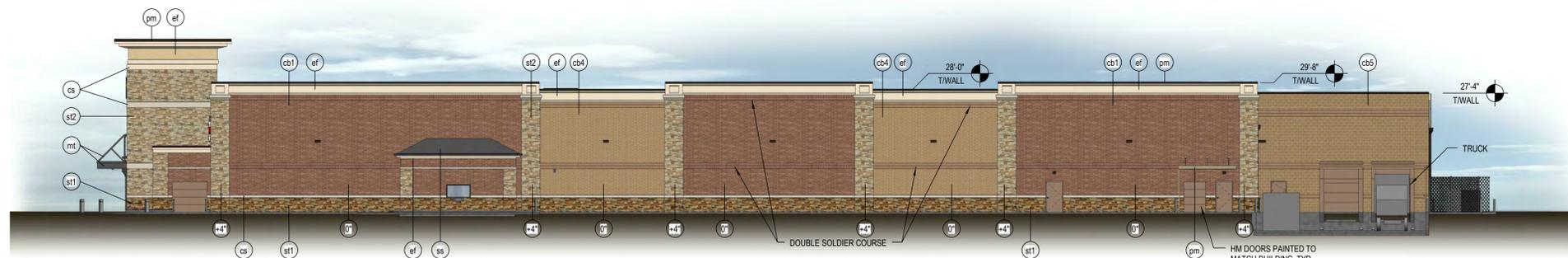
Prosper, TX



Revised Elevations-Prosper Plaza (Kroger)



SOUTH ELEVATION

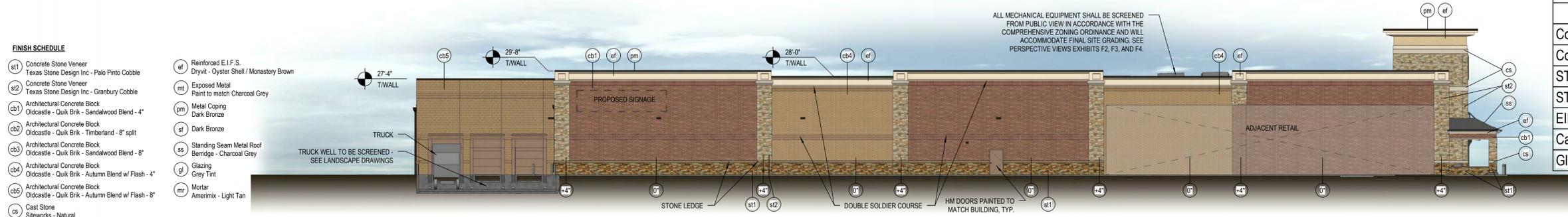


EAST ELEVATION

- Facade Plan Checklist**
- "This Facade Plan is for conceptual purposes only. All building plans require review and approval from the Building Inspection Division"
 - "All mechanical equipment shall be screened from public view in accordance with the Comprehensive Zoning Ordinance"
 - "When permitted, exposed utility boxes and conduits shall be painted to match the building"
 - "All signage areas and locations are subject to approval by the Building Inspection Department"
 - "Windows shall have a maximum exterior visible reflectivity of ten (10) percent."



NORTH ELEVATION



WEST ELEVATION

- FINISH SCHEDULE**
- st1 Concrete Stone Veneer
 - st2 Texas Stone Design Inc - Palo Pinto Cobble
 - st3 Concrete Stone Veneer
 - st4 Texas Stone Design Inc - Granbury Cobble
 - cb1 Architectural Concrete Block
 - cb2 Oldcastle - Quik Brik - Sandalwood Blend - 4"
 - cb3 Architectural Concrete Block
 - cb4 Oldcastle - Quik Brik - Timberland - 8" split
 - cb5 Architectural Concrete Block
 - cb6 Oldcastle - Quik Brik - Sandalwood Blend - 8"
 - cb7 Architectural Concrete Block
 - cb8 Oldcastle - Quik Brik - Autumn Blend w/ Flash - 4"
 - cb9 Architectural Concrete Block
 - cb10 Oldcastle - Quik Brik - Autumn Blend w/ Flash - 8"
 - cs Cast Stone
 - cs1 Siteworks - Natural
 - ef Reinforced E.I.F.S.
 - ef1 Dryvit - Oyster Shell / Monastery Brown
 - mt Exposed Metal
 - mt1 Paint to match Charcoal Grey
 - pm Metal Coping
 - pm1 Dark Bronze
 - st Standing Seam Metal Roof
 - st1 Berridge - Charcoal Grey
 - gl Glazing
 - gl1 Grey Tint
 - mr Mortar
 - mr1 Amerimix - Light Tan

| Material Percentages | | | | |
|--------------------------|-------|-------|-------|-------|
| | East | South | West | North |
| Conc. Block | 59.7 | 43.6% | 75.1% | 21.3% |
| Conc. Block - Split Face | 0.0% | 0.0% | 0.0% | 66.6% |
| ST1 | 8.8% | 8.6% | 7.4% | 6.7% |
| ST2 | 11.0% | 13.3% | 7.5% | 5.0% |
| EIFS | 7.9% | 10.0% | 9.5% | 0.2% |
| Cast Stone | 2.8% | 3.8% | 0.5% | 0.2% |
| Glazing | 0.2% | 12.3% | 0.0% | 0.0% |

EXHIBIT F1 - CONCEPT ELEVATIONS

June 5, 2015

Kroger Store SW569

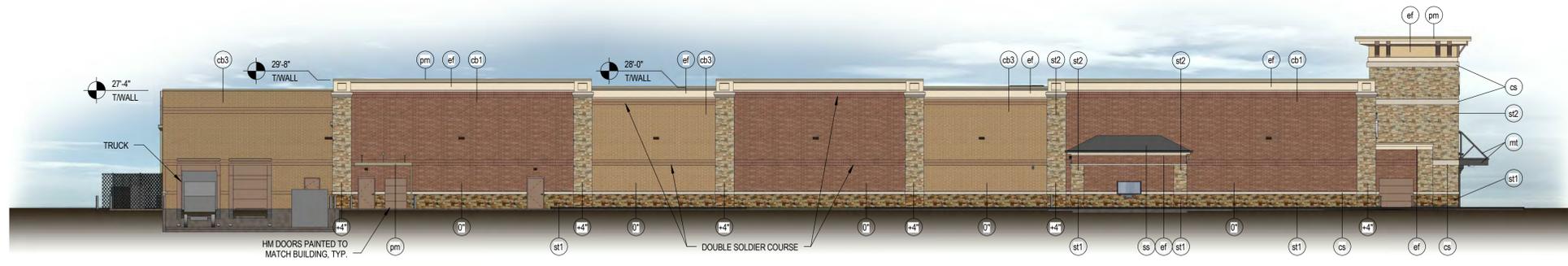
Prosper, TX



Shops at Prosper Trail (Kroger)



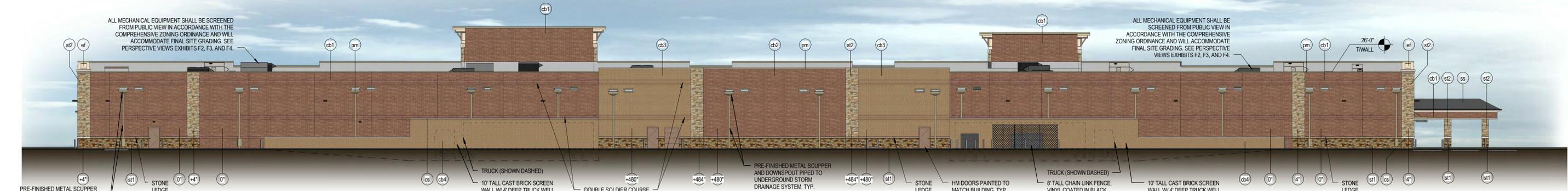
WEST ELEVATION



NORTH ELEVATION

Facade Plan Checklist

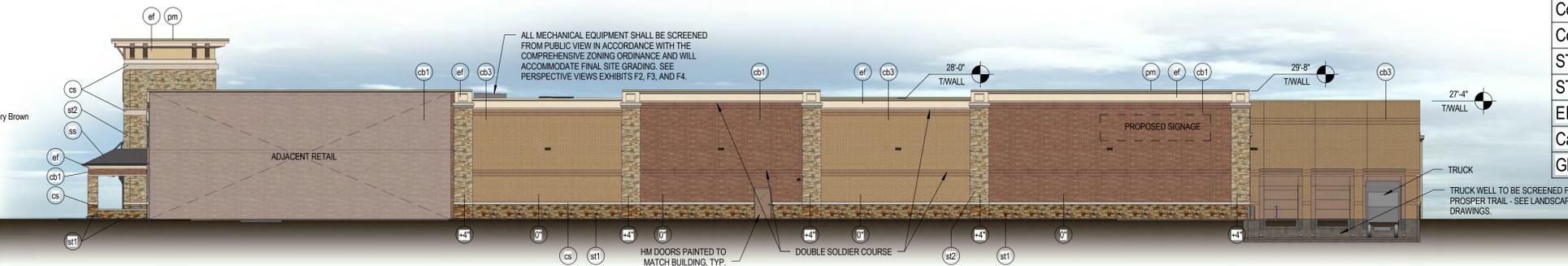
- "This Facade Plan is for conceptual purposes only. All building plans require review and approval from the Building Inspection Division"
- "All mechanical equipment shall be screened from public view in accordance with the Comprehensive Zoning Ordinance"
- "When permitted, exposed utility boxes and conduits shall be painted to match the building"
- "All signage areas and locations are subject to approval by the Building Inspection Department"
- "Windows shall have a maximum exterior visible reflectivity of ten (10) percent."



EAST ELEVATION

| Material Percentages | | | | |
|--------------------------|-------|-------|-------|-------|
| | North | West | South | East |
| Conc. Block | 59.6% | 43.6% | 71.2% | 63.1% |
| Conc. Block - Split Face | 0.0% | 0.0% | 0.0% | 22.4% |
| ST1 | 8.8% | 8.6% | 6.9% | 5.9% |
| ST2 | 11.0% | 13.3% | 7.5% | 4.9% |
| EIFS | 7.8% | 10.0% | 7.2% | 0.5% |
| Cast Stone | 2.8% | 3.8% | 1.8% | 1.0% |
| Glazing | 0.2% | 12.3% | 0.0% | 0.0% |

- FINISH SCHEDULE**
- st1 Concrete Stone Veneer Texas Stone Design Inc - Palo Pinto Cobble
 - st2 Concrete Stone Veneer Texas Stone Design Inc - Granbury Cobble
 - cb1 Architectural Concrete Block Oldcastle - Quik Brik - Timberland w/ Red Flash - 4"
 - cb2 Architectural Concrete Block Oldcastle - Quik Brik - Timberland w/ Red Flash - 4" split
 - cb3 Architectural Concrete Block Oldcastle - Quik Brik - Autumn Blend w/ Flash - 4"
 - cb4 Architectural Concrete Block Oldcastle - Quik Brik - Autumn Blend w/ Flash - 4" split
 - cs Cast Stone Siteworks - Natural
 - ef Reinforced E.I.F.S. Dryvit - Oyster Shell / Monastery Brown
 - mt Exposed Metal Paint to match Charcoal Grey
 - pm Metal Coping Bertridge - Sierra Tan
 - sf Clear Anodized Aluminum
 - ss Standing Seam Metal Roof Bertridge - Charcoal Grey
 - g Glazing Grey Tint
 - mr Mortar Amerimix - Light Tan



SOUTH ELEVATION

EXHIBIT F1 - CONCEPT ELEVATIONS

July 1, 2014

Prosper, TX
513501.10



Prosper Plaza (Kroger) – Originally Proposed Elevations



Prosper Plaza (Kroger) – Revised Elevations



Shops at Prosper Trail (Kroger)



Prosper Plaza (Lowe's)





PLANNING

To: Mayor and Town Council

From: John Webb, AICP, Director of Development Services

Through: Harlan Jefferson, Town Manager

Re: Town Council Meeting – January 26, 2016

Agenda Item:

Conduct a Public Hearing, and consider and act upon a request for a Special Purpose Sign District for Kroger, on 23.4± acres, located on the northwest corner of US 380 and Custer Road. (MD15-0004).

History:

On December 8, 2015, the Town Council approved an ordinance for a Special Purpose Sign District for Prosper Plaza. The request was initially for 35.7± acres, including 23.4± acres for the Prosper Plaza Kroger and 12.3± acres for the Prosper Plaza Lowe's.

While the request for Lowe's was approved, the request for Kroger was tabled in order to allow for the associated building elevations to be considered by Town Council in conjunction with Planned Development Zoning Case #Z15-0011.

Description of Agenda Item:

As defined in the Sign Ordinance, a Special Purpose Sign District is an overlay district that allows an applicant the option of designating an area where signs may deviate from the underlying sign code regulations. Town Council has the authority to approve, conditionally approve, or deny requests for Special Purpose Sign Districts.

The purpose of this request is to allow for wall signage to exceed the maximum height requirement within the Prosper Plaza development. Specifically, the District would allow for the proposed Kroger to have three wall signs with increased height.

As stated in the Statement of Purpose and Intent (Exhibit A) the applicant's basis for the request is to allow for signage that is more proportional in size to the scale of the buildings.

The attached Coordination Plan (Exhibit B) shows the locations of the proposed wall signs. The attached Building Elevation and Sign Details (Exhibits C-4 through C-7) shows the elevations and details of the proposed wall signs. A comparison of the proposed Special Purpose Sign District standards verses the straight Sign Ordinance standards is as follows:

| Comparison Chart | Proposed Request (Wall Sign Height) | Sign Ordinance Requirement (Maximum Height) |
|---------------------|--|--|
| Kroger Wall Sign #6 | 5', 0" | 4', 0" |
| Kroger Wall Sign #7 | 12', 6" | 5', 0" |
| Kroger Wall Sign #8 | 8', 6" | 5', 0" |

The locations and elevations of the proposed and existing unified development signs and monument signs located within the District have been included on the Coordination Plan (Exhibit B) and with the Building Elevation and Sign Details (Exhibit C-8 and C-9). The proposed and existing unified development signs and monument signs are in accordance with the standards of the Sign Ordinance.

Legal Obligations and Review:

Notification was provided to neighboring property owners as required by the Sign Ordinance. Town staff has not received any Public Hearing Notice Reply Forms.

Attachments:

1. Aerial Map
2. SPSD Exhibits A, B, C, and D

Town Staff Recommendation:

Town staff recommends that the Town Council approve a Special Purpose Sign District for Kroger, on 23.4± acres, located on the northwest corner of US 380 and Custer Road.

Proposed Motion:

I move to approve the request for a Special Purpose Sign District for Kroger, on 23.4± acres, located on the northwest corner of US 380 and Custer Road.



MD15-0004

Item 7

CR 854

CR 853

NCUSTER RD

E UNIVERSITY DR

W UNIVERSITY DR

CUSTER RD

1 inch = 400 feet

0 200 400

Feet

N

EXHIBIT "A"

STATEMENT OF INTENT & PURPOSE

This Special Purpose Sign District (SPSD) is for Prosper Plaza which is 35.72 total acres. The Sign Coordination Plan shows the location of the three (3) Unified Development Signs and four (4) Monument Signs. One (1) of the monument signs are existing and pictures are included in Exhibit C – Elevations / Sign Details. All proposed Unified Development Signs and Monument Sign signs shall comply with Town Ordinance 10-010 Section 1.09 except as noted here and on Exhibit D.

Wall Sign 4 as shown on Exhibit B on the Lowe's building does not comply with the maximum wall sign height in Section 1.09 N.2.c.4. The maximum permitted height is 5' based on the wall height. The Lowe's 'L' is 9'-4" high and the remaining letters are 8'-0" high. Wall Sign 5 as shown on Exhibit B on the Lowe's building does not comply with the maximum wall sign height in Section 1.09 N.2.c.4. The maximum permitted height is 5' based on the wall height. The total sign height is 7'-6" but the letters are 2'-2". The permitted sign area allowed is 50% of the wall area. Lowe's front facade is 19,639 sf. The signs being requested for the front façade will account for less than 480 sf or 2.5% of the total wall area. Additionally, the Lowe's architectural front facade is 55 feet tall, and signage that was smaller than proposed would look out of scale.

On the Kroger building, there are three signs that are larger than the Town Ordinance including Wall Sign 6 on Exhibit B-Starbucks logo which is 5 feet in diameter vs. 4 feet in the ordinance (due to the wall height-ordinance is 4 feet), Wall Sign 7 on Exhibit B -Kroger Oval over the main entry which is 7 feet 6 inches vs. 5 feet in the ordinance, and Wall Sign 8 on Exhibit B-Kroger Oval over second entrance which is 5 feet 7 inches vs. 5 feet in the ordinance. The total Kroger signage is less than 7% of the total front façade of the building, and the code allows 50% of the wall area. Additionally, the Kroger architectural front facades are 47 feet tall and 44 feet tall, and signage that was smaller than proposed would look out of scale. All other monument or building signage will comply with the Town sign ordinance.

UNIFIED DEVELOPMENT ZONE

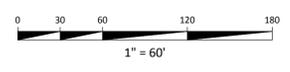
TOTAL ACREAGE: 35.72 ACRES

NUMBER OF LOTS: 6

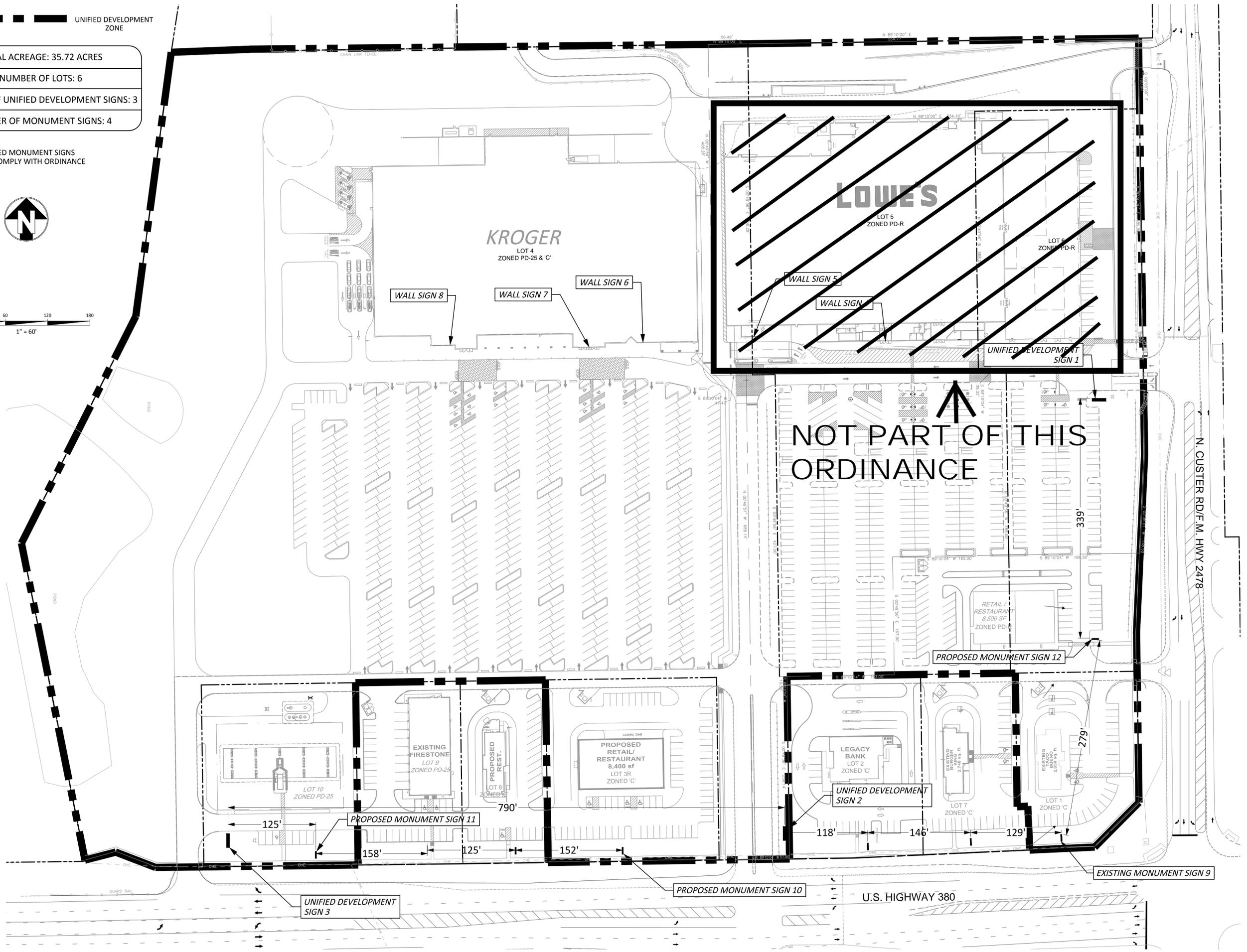
NUMBER OF UNIFIED DEVELOPMENT SIGNS: 3

NUMBER OF MONUMENT SIGNS: 4

NOTE:
PROPOSED MONUMENT SIGNS
SHALL COMPLY WITH ORDINANCE



THE PLANS AND RELATED SPECIFICATIONS, INCLUDING ALL DOCUMENTS AND ELECTRONIC MEDIA, WERE PREPARED BY CROSSPOINT ENGINEERING, L.L.C. IN WILMINGTON, DE AND SHALL REMAIN THE PROPERTY OF CROSSPOINT ENGINEERING, L.L.C. NO PART OF THESE PLANS OR SPECIFICATIONS SHALL BE REPRODUCED OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, INCLUDING PHOTOCOPYING, RECORDING, OR BY ANY INFORMATION STORAGE AND RETRIEVAL SYSTEM, WITHOUT THE WRITTEN PERMISSION OF CROSSPOINT ENGINEERING, L.L.C. THE USER OF ANY INFORMATION OR DATA HEREON IS SOLELY RESPONSIBLE FOR THE ACCURACY AND COMPLETENESS OF THE INFORMATION AND DATA. THE USER OF ANY INFORMATION OR DATA HEREON IS SOLELY RESPONSIBLE FOR THE ACCURACY AND COMPLETENESS OF THE INFORMATION AND DATA.



| NO. | REVISIONS | DATE |
|-----|-----------|------|
| | | |
| | | |
| | | |

crosspoint
engineering

5500 Old Bullard Road, Suite 130 | Tyler, Texas 75703
903 705 4416 | TBPPE Firm Reg. No. F-16245
cp@cpnj.com

PROSPER PLAZA
35.72 ACRES
PROSPER, TEXAS

**EXHIBIT 'B' - SIGN
COORDINATION PLAN**

| | |
|------------|-------------|
| PROJECT: | ISSUED: |
| 14-1500-05 | 09-10-15 |
| DRAWN BY: | CHECKED BY: |
| | |
| SCALE: | |
| | |
| SHEET: | |



SOUTH ELEVATION



WEST ELEVATION



NORTH ELEVATION



EAST ELEVATION

SIGN EXHIBIT C-4

January 13, 2016

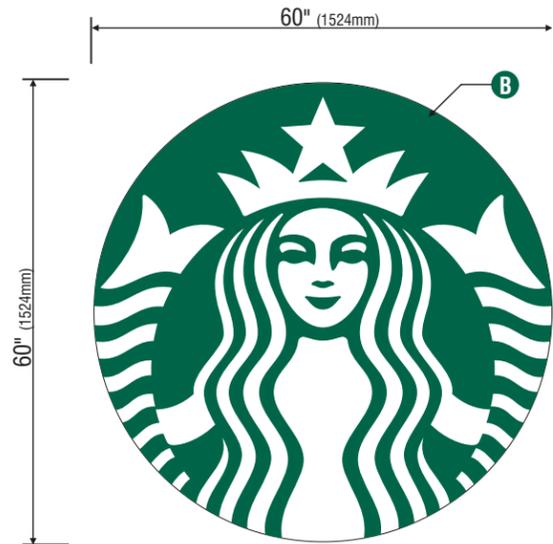
Big Box Store

Prosper, TX
K515451

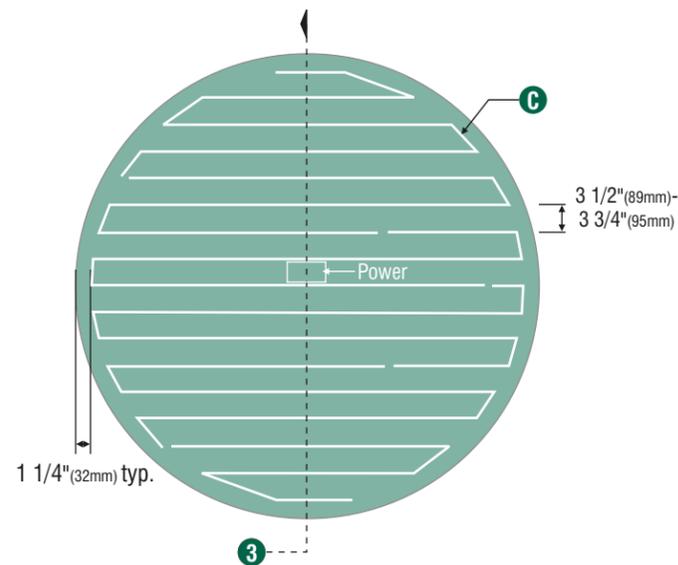


60" ILLUMINATED SIREN

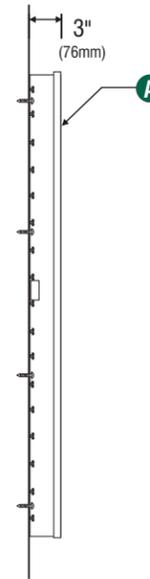
Qty. 1 SBC-S13164-277



1 Front View
1/2" = 1' (11x17 Paper)



2 LED Detail
LED's Provided By: **LUMi** efficient



3 Section View

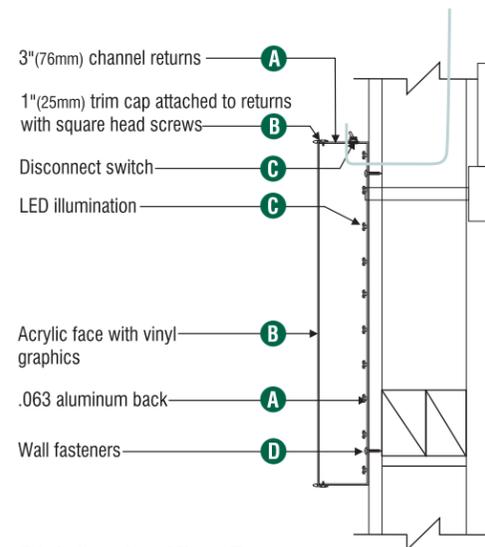


4 Side View

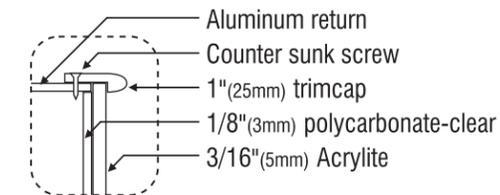
SPECIFICATIONS:

- A** Single faced internally illuminated wall mount logo disk. Cabinet to be 3" (76mm) deep, fabricated aluminum sidewalls and back. Paint cabinet black polyurethane. Faces to be 3/16" (5mm) White acrylic. 1" black trimcap with square head screws retainer edging.
- B** Graphics of logo to be 1st surface 3M Translucent Scotchcal vinyl- Holly Green #3630-76. Siren to show thru White.
- C** Internally illuminate logo disk with Lumificent™ white LED's installed to back of disk. Power with self-contained Lumificent™ power supply covered in white vinyl film. Fasten to wall with required fasteners.

| wall mount EVOLVED | | | |
|--------------------|--------|-------|-------|
| Size | Sq.Ft. | Sq.M. | Volts |
| 60" (1524mm) | 19.62 | 1.82 | 277 |



5 Disk Section View Typ.



6 Enlarged Detail

| COLOR LEGEND | |
|--------------|---|
| PMS/PAIN | VINYL |
| PMS 3525 C | 3M 3630-76 |
| RAL 7021M | 3M 3630-22 |
| PMS WHITE | 3M 3630-20/ 7725-10 TRANSLUCENT OPAQUE |
| PMS 369 C | NA |

WALL SIGN 6

Item 7

HILTONDISPLAYS

125 HILLSIDE DRIVE • GREENVILLE SC 29607
P 800 353 9132 • F 864 242 2204
www.hiltondisplays.com

QID 15-28640

JOB NAME

LOCATION

Prosper TX

CUSTOMER CONTACT

SALESMAN / PM

Valerie Foster

DESIGNER

Brian Sowder

DWG. DATE

6-29-15

REV. DATE / REVISION

SCALE

FILE

DESIGN SPECIFICATIONS ACCEPTED BY:

| | |
|---------|-----------|
| EST: | CLIENT: |
| SLS/PM: | LANDLORD: |

THE INTENT OF THIS DRAWING IS TO SHOW A CONCEPTUAL REPRESENTATION OF THE PROPOSED SIGNAGE. DUE TO VARIATIONS IN PRINTING DEVICES AND SUBSTRATES, THE FINISHED PRODUCT MAY DIFFER SLIGHTLY FROM DRAWING.

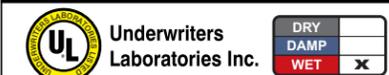


EXHIBIT C-5

060-00005155 (120V)
060-00005156 (277V)

060-00005005 (120V)
060-00005006 (277V)

WALL SIGN 7

WALL SIGN & LETTERS

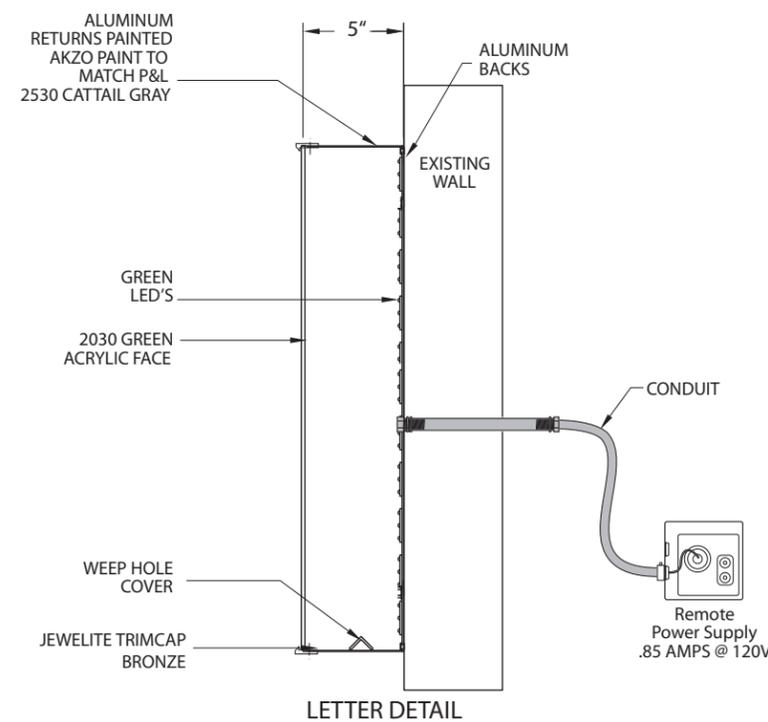
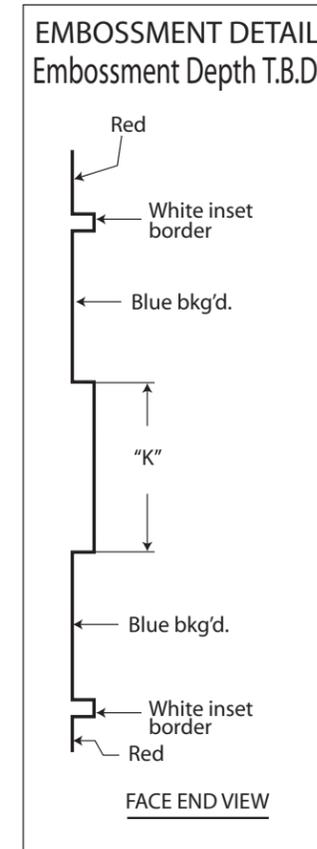
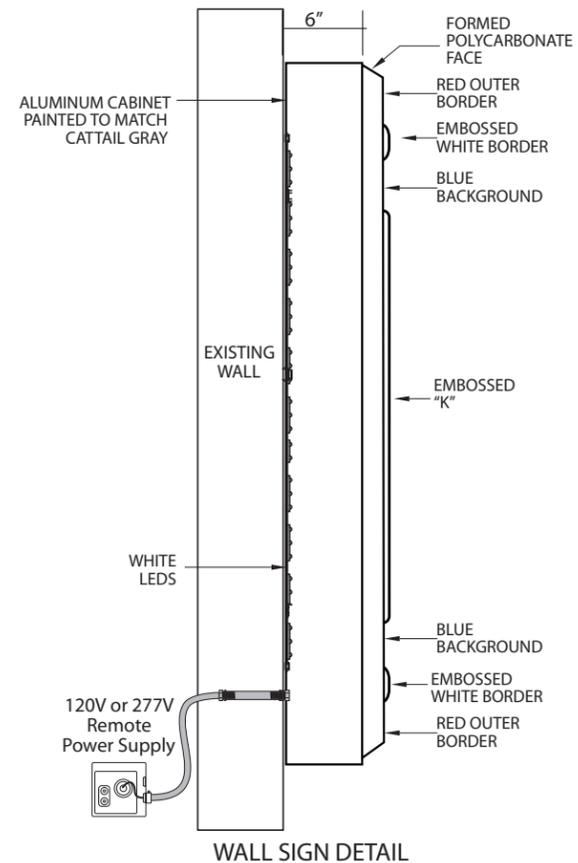


EXHIBIT C-6

403-LOGO-7X9SC-120
 403-LOGO-7X9SC-277
 403-CL52MKPL-RMT120
 403-CL52MKPL-RMT277



THIS IS AN ORIGINAL UNPUBLISHED DRAWING CREATED FOR YOUR PERSONAL USE IN CONNECTION WITH A PROJECT PLANNED FOR YOU BY CUMMINGS SIGNS. IT IS NOT TO BE SHOWN OUTSIDE YOUR ORGANIZATION NOR USED, REPRODUCED, COPIED, OR EXHIBITED IN ANY FASHION UNLESS AUTHORIZED IN WRITING BY AN OFFICER OF CUMMINGS SIGNS.

CUSTOMER APPROVAL: _____
 DATE: _____

| Rev. # | DATE | BY | Rev. # | DATE | BY |
|---------|---------|------|---------|------|----|
| Rev. #1 | 3-18-09 | S.H. | Rev. #4 | | |
| Rev. #2 | | | Rev. #5 | | |
| Rev. #3 | | | Rev. #6 | | |



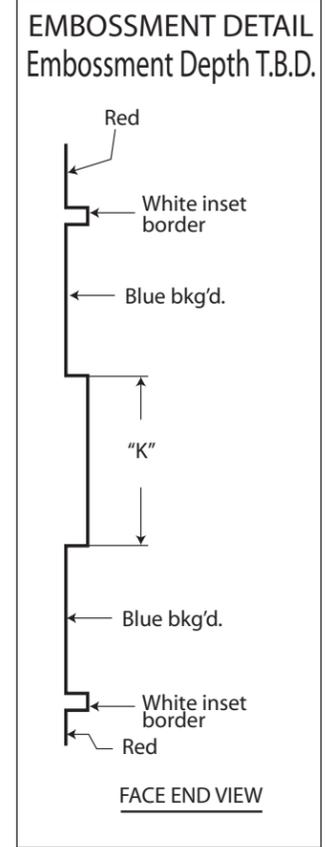
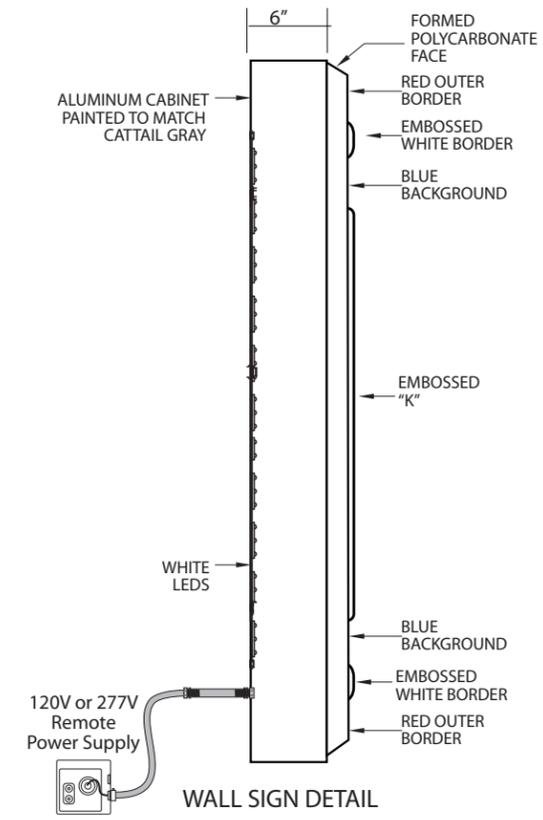
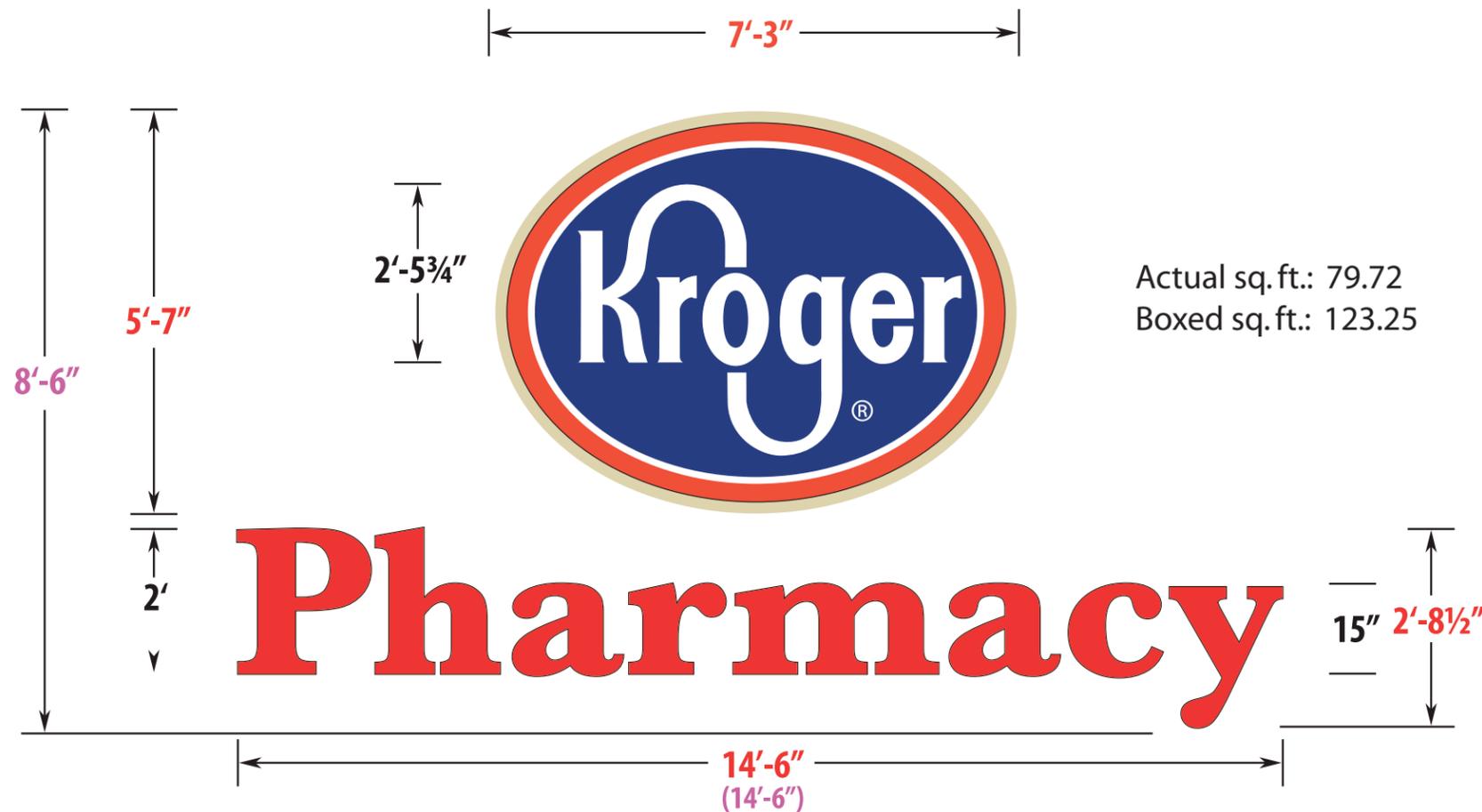
DRAWING NO:
53154.34
 DATE: 2-9-09
 S. Hawke

060-00005154 (120V)
060-00005157 (277V)

060-00005007 (120V)
060-00005008 (277V)

WALL SIGN 8

WALL SIGN & LETTERS



- 3630-157
- 2793
- WHITE
- TRIMCAP: BRONZE
- RETURNS: AKZO TO MATCH MATTHEWS P&L 2530 CATTAIL GRAY (Gloss Level T.B.D.)

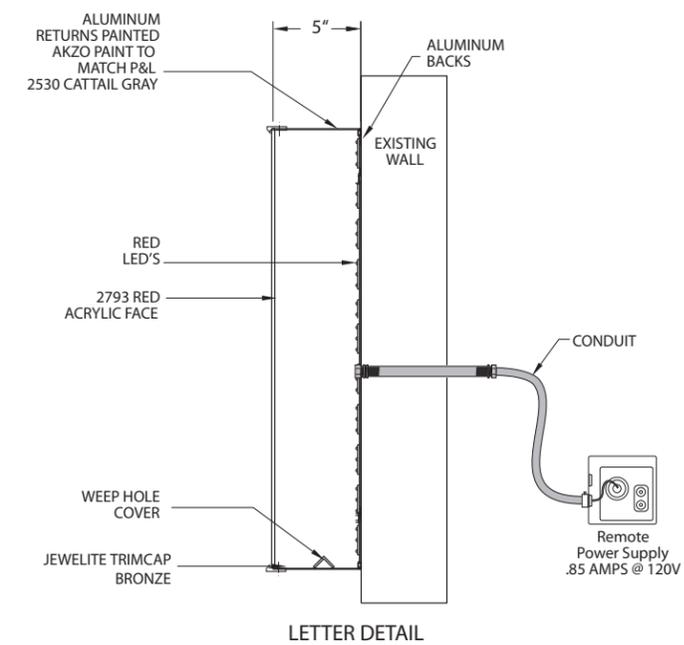


EXHIBIT C-7

403-LOGO-5X7SC-120
403-LOGO-5X7SC-277
403-CL24MKPL-RMT120
403-CL24MKPL-RMT277



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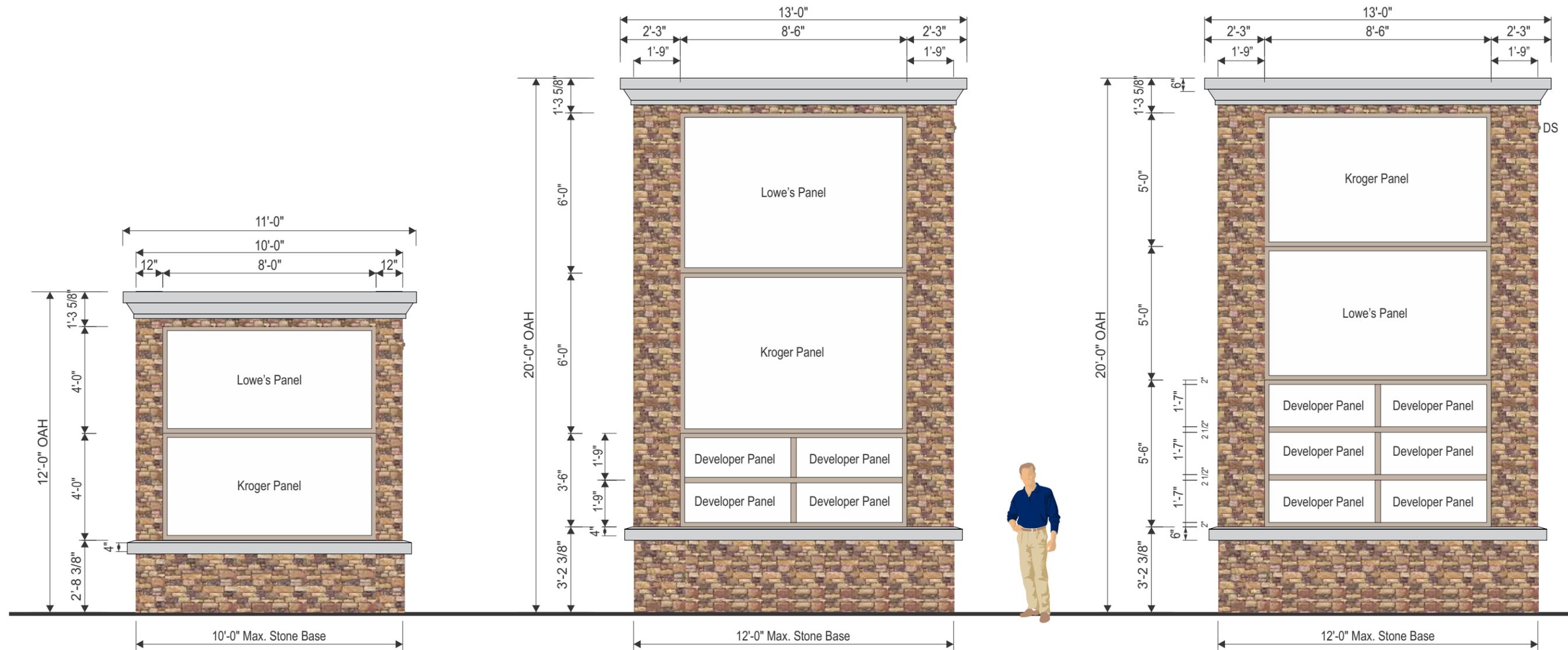
CUSTOMER APPROVAL: _____
DATE: _____

| Rev. # | DATE | BY | Rev. # | DATE | BY |
|---------|---------|------|---------|------|----|
| Rev. #1 | 3-10-09 | S.H. | Rev. #4 | | |
| Rev. #2 | 3-18-09 | S.H. | Rev. #5 | | |
| Rev. #3 | | | Rev. #6 | | |



DRAWING NO:
53154.36
DATE: 2-10-09
S. Hawke

UNIFIED DEVELOPMENT SIGNS 1, 2 & 3



SIGN ELEVATION - UNIFIED DEVELOPMENT SIGN 1
STONE MONUMENT
Custer Rd. at Lowe's Entrance
 SCALE: 1/4" = 1'-0"

SIGN ELEVATION - UNIFIED DEVELOPMENT SIGN 2
STONE MONUMENT
U.S. 380, Middle Entrance
 SCALE: 1/4" = 1'-0"

SIGN ELEVATION - UNIFIED DEVELOPMENT SIGN 3
STONE MONUMENT
Entrance Drive, western end of property
 SCALE: 1/4" = 1'-0"

EXHIBIT C-8

Client Review Status

Allen Industries, Inc. requires that an "Approved" drawing be obtained from the client prior to any production release or production release revision.

Approved Approved as Noted Revise & Resubmit

Name _____ Date _____

Declaration

Copyright © 2015 Allen Industries, Inc.
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Date / Description

| | |
|----------|-------------------------------------|
| 07/21/15 | Issue Date |
| 07/28/15 | Monument Sign Redesign |
| 08/04/15 | Masonry across top of 4 tenant sign |
| 08/11/15 | Redesign Sign Options |
| 08/11/15 | Redesign Sign Options |

Notes

| |
|---|
| Kroger Logo Art Required from Customer |
| 08/12/15 Lowe's Logo Color Update |
| 09/02/15 Pylon Redesign - Two Options |
| 09/03/15 Pylon Redesign - Two Options |
| 09/18/15 Pylon Redesign - Three Options |

Project Information

| | |
|--------|---------------------------------------|
| Client | Lowe's Home Centers |
| | University Drive and N. Custer Dr. |
| | Prosper, TX |
| File | LWS-C053 Lowes Prosper TX Monument R8 |
| Sales | House Design SPN PM Neil Chase |



888-294-2007
 www.allenindustries.com



EXISTING
MONUMENT
SIGN 9

EXHIBIT "D"

SIGN SCHEDULE / DEVELOPMENT STANDARDS

| SIGN NUMBER | TYPE | DOES NOT COMPLY WITH: | SECTION |
|--------------------|--------------------------------------|------------------------------|----------------|
| 1 | Unified Development Sign | Not Applicable | |
| 2 | Unified Development Sign | Not Applicable | |
| 3 | Unified Development Sign | Not Applicable | |
| 4 | Wall Sign (Lowe's) | Maximum Wall Sign Height | 1.09 N.2.c.4 |
| 5 | Wall Sign (Lowe's) | Maximum Wall Sign Height | 1.09 N.2.c.4 |
| 6 | Wall Sign (Kroger Starbucks) | Maximum Wall Sign Height | 1.09 N.2.c.4 |
| 7 | Wall Sign (Kroger) | Maximum Wall Sign Height | 1.09 N.2.c.4 |
| 8 | Wall Sign (Kroger) | Maximum Wall Sign Height | 1.09 N.2.c.4 |
| 9 | Existing Monument (Taco Bueno) | Not Applicable | |
| 10 | Proposed Monument (Prosper Retail 1) | Not Applicable | |
| 11 | Proposed Monument (Kroger Fuel) | Not Applicable | |
| 12 | Proposed Monument (Prosper Retail 2) | Not Applicable | |



ENGINEERING

To: Mayor and Town Council

From: Hulon T. Webb, Jr, P.E., Executive Director of Development and Community Services

Through: Harlan Jefferson, Town Manager

Re: Town Council Meeting – January 26, 2016

Agenda Item:

Discussion on Town Hall/Multi-Purpose Facility.

Description of Agenda Item:

Randall Scott Architects continues to make progress on the design of the Town Hall/Multi-Purpose Facility. On September 30, 2015, the decision was made to move forward with design of a 3-story, 50,000 SF facility facing First Street. On December 8, 2015, the latest space planning layout was presented to the Town Council, which depicted the locations of the various departments, corridors, and meeting rooms throughout the proposed building. In addition, the preliminary space planning layouts for the various departments provided further detail of the proposed locations of the office and work areas in the facility. It also showed future expansion areas to meet the year 2024 space needs as recommended in the needs assessment for the 50,000 SF facility.

At the December 8, 2015, Town Council meeting, direction was given to designate more display space for the Prosper Historical Society, whether in the form of a designated room, or display cases along the walls. The Council also requested to see a floor plan that had the lobby opened to the second floor in comparison to a three-story lobby, and to show balconies on the east, west, and north sides of the building in addition to the south side.

On January 12, 2016, Randall Scott presented the updated lobby exhibits showing a two-story lobby versus a three-story lobby for comparison, discussed the difference between the 35,700 SF (2020 Needs Assessment) and 50,000+ SF proposed building, provided updated space planning layouts depicting areas for the Historical Society, the conceptual site plan and proposed a conceptual exterior elevation. The Council approved the interior space planning layouts with some minor changes including the relocation of the Finance Department Conference Room on the third floor to a more central location that can be shared with the building instead of tucked into the department, and recessing the first floor display cases on the rock wall. Additional comments were made on the conceptual exterior elevation and the conceptual site plan was approved as shown.

Randall Scott will be presenting revised conceptual exterior elevations to get feedback and Pogue Construction will be providing an updated estimate on the cost for the project which includes the building and on-site improvements.

Town Staff Recommendation:

Town staff recommends that the Town Council provide feedback on the Town Hall/Multi-Purpose Facility.



ENGINEERING

To: Mayor and Town Council

From: Hulon T. Webb, Jr, P.E., Executive Director of Development and Community Services

Through: Harlan Jefferson, Town Manager

Re: Town Council Meeting – January 26, 2016

Agenda Item:

Consider and act upon authorizing the Town Manager to execute a Wastewater Impact Fees Reimbursement Agreement between TVG Texas I, LLC, and the Town of Prosper, Texas, related to the extension of wastewater lines to serve the Windsong Ranch development.

Description of Agenda Item:

TVG Texas I, LLC, is developing Windsong Ranch and in order to facilitate the development, they will be required to extend several wastewater lines as depicted on the Town of Prosper Wastewater System Capital Improvement Plan.

Since the proposed wastewater lines are depicted on the Town of Prosper Wastewater System Capital Improvement Plan, the actual costs for the design and construction of the improvements are eligible for reimbursement of wastewater impact fees collected from the development. The purpose of the Wastewater Impact Fees Reimbursement Agreement is to outline the obligations of the Town of Prosper and TVG Texas I, LLC, related to the design, construction, and reimbursement of collected wastewater impact fees to fund the projects.

Budget Impact:

Today's estimated cost for the design and construction of all of the anticipated wastewater lines is \$4,167,918. The current anticipated wastewater impact fees owed by the Windsong Ranch development are \$2,002,290. Per the terms of an existing Water and Sewer Improvement Development Agreement between the Town of Prosper, Forest City Prosper Limited Partnership (now TVG Texas I, LLC), and Prosper Partners, LP, the wastewater impact fees collected with the Windsong Ranch development will be credited first towards that agreement. The reimbursement to TVG Texas I, LLC, as outlined in the Water and Sewer Improvement Development Agreement is \$2,044,964. Once the reimbursement obligations of that agreement are met, any wastewater impact fees collected within the service area depicted in this agreement will be paid to TVG Texas I, LLC, to reimbursement for the extension of the wastewater lines associated with the Windsong Ranch development. If after ten years there still exists a balance of reimbursements due, the Town will reimburse TVG Texas I, LLC, from applicable wastewater impact fee funds. Since the anticipated wastewater impact fees owed by the Windsong Ranch development are less than the estimated cost of the anticipated wastewater lines and reimbursement obligations of the existing Water and Sewer Improvement Development Agreement, additional reimbursement from the wastewater impact fee fund is expected.

Legal Obligations and Review:

Terrence Welch of Brown & Hofmeister, L.L.P., has reviewed the agreement as to form and legality. TVG Texas I, LLC, will contribute \$5,000 towards the legal preparation fees.

Attached Documents:

1. Town of Prosper Wastewater System Capital Improvement Plan
2. Water Impact Fees Reimbursement Agreement

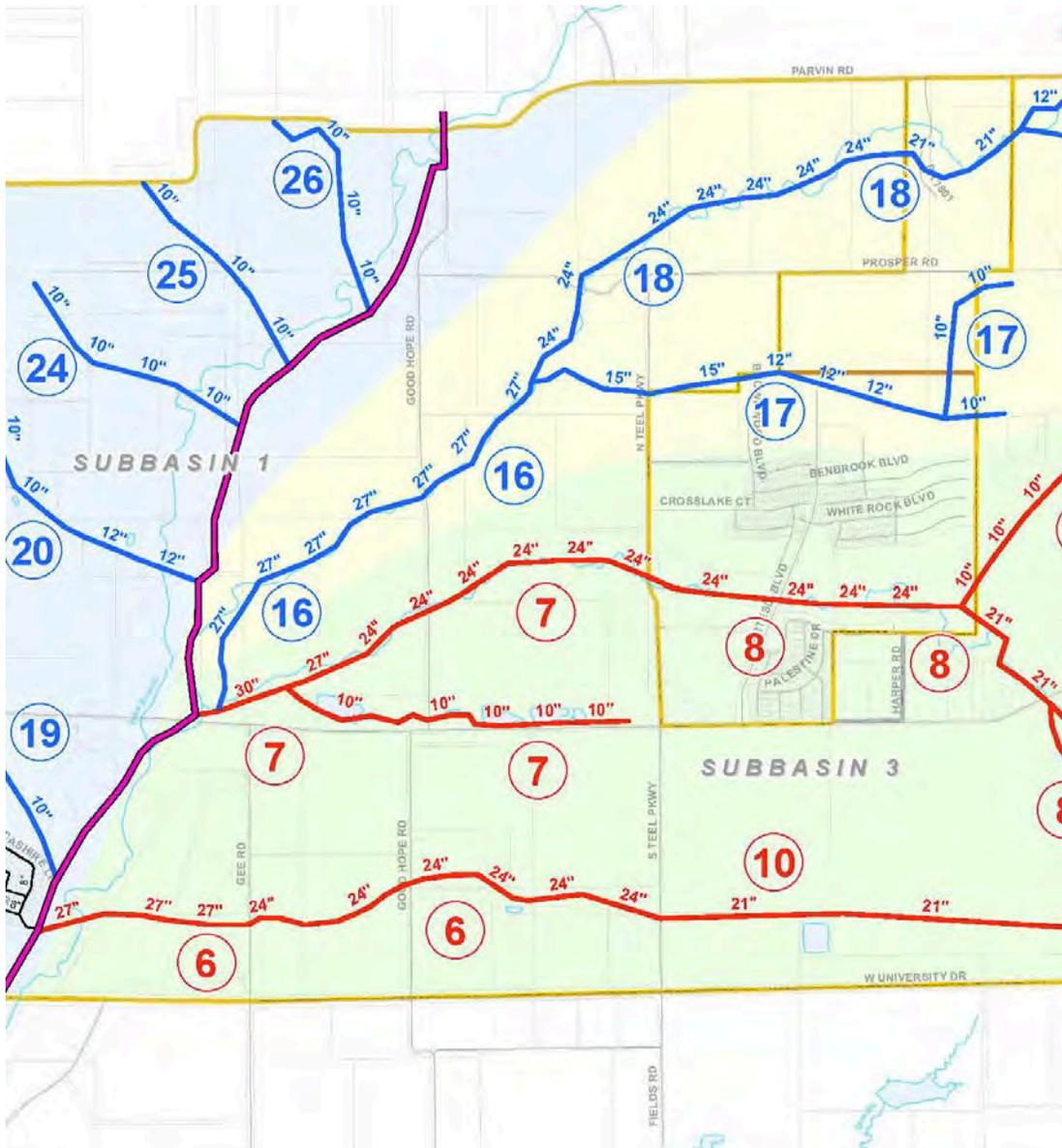
Town Staff Recommendation:

Town staff recommends that the Town Council authorize the Town Manager to execute a Wastewater Impact Fees Reimbursement Agreement between TVG Texas I, LLC, and the Town of Prosper, Texas, related to the extension of wastewater lines to serve the Windsong Ranch development.

Proposed Motion:

I move to authorize the Town Manager to execute a Wastewater Impact Fees Reimbursement Agreement between TVG Texas I, LLC, and the Town of Prosper, Texas, related to the extension of wastewater lines to serve the Windsong Ranch development.

Town of Prosper Wastewater System Capital Improvement Plan – Windsong Ranch



**WINDSONG RANCH WASTEWATER IMPACT FEES REIMBURSEMENT
AGREEMENT**

THIS WINDSONG RANCH WASTEWATER IMPACT FEES REIMBURSEMENT AGREEMENT (“Agreement”) is made and entered into this ____ day of _____, 2016, by and between the Town of Prosper, Texas (“Prosper” or the “Town”), and TVG Texas I, LLC (“Developer”), collectively referred to as the “Parties.”

WITNESSETH:

WHEREAS, Developer is developing a project in the Town known as Windsong Ranch (“Windsong Ranch”), which development previously has been approved, in part, by the Town, and which contains multiple development phases; and

WHEREAS, the legal descriptions of the Windsong Ranch property (“Property”) are attached hereto as Exhibit A (provided, however, various portions have been sold to date); and

WHEREAS, the Town and Developer wish to address the provision of wastewater services as well as the timing, construction and payment of associated costs thereof, related to Windsong Ranch; and

WHEREAS, the Town and Developer acknowledge that the provision of wastewater service to Windsong Ranch is desirable; however, both parties recognize the capital costs associated with the extension of wastewater lines and related infrastructure improvements to Windsong Ranch; and

WHEREAS, the Town has adopted a Wastewater Capital Improvements Plan (“Wastewater CIP”) as part of its impact fee ordinance, contained in Article 10.02 of Chapter 10 of the Town’s Code of Ordinances, as amended, all of which was adopted pursuant to the authority contained in Chapter 395 of the Texas Local Government Code, as amended; and

WHEREAS, in an effort to facilitate the development of the wastewater infrastructure serving Windsong Ranch, the parties have agreed to the terms and provisions of this Agreement; and

WHEREAS, this Agreement clearly is in the best interests of the Town and Developer and it is deemed mutually beneficial to each that the provision of wastewater service and the development of Windsong Ranch proceed uniformly; and

WHEREAS, the Town and Developer agree and acknowledge the Existing Agreement which relates, in part, to wastewater improvement projects and wastewater impact fees, as more fully described herein.

NOW, THEREFORE, in consideration of the foregoing premises and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Town and Developer covenant and agree as follows:

1. **Wastewater Impact Fees and Wastewater CIP Projects.** Builders on land within Windsong Ranch shall be subject to and shall pay the Town wastewater impact fees, currently estimated at \$2,002,290.00, pursuant to applicable provisions of the Town's Code of Ordinances, as amended. In each phase of development there are those impact-fee eligible wastewater projects ("Wastewater CIP Projects") which are identified on the Town's Wastewater CIP that Developer agrees and has agreed to construct, if and to the extent Developer elects to develop the applicable phase of Windsong Ranch, which possible Wastewater CIP Projects being reflected in attached Exhibit B, incorporated by reference. The Wastewater CIP Projects for Phases 1A and 3A1, already completed, are approved as Wastewater CIP Projects hereunder and are eligible for reimbursement.

2. **Construction Costs and Reimbursement.** Provided Developer constructs, and the Town accepts, any Wastewater CIP Project contemplated by this Agreement, Developer shall be reimbursed impact fee-eligible costs for the construction costs associated with the Wastewater CIP Project. The phrase "construction costs" as used herein shall mean the actual construction costs, including design costs, construction costs, engineering costs, surveying costs and geotechnical materials testing associated with the Wastewater CIP Project. The current estimated construction costs for the Wastewater CIP Projects is \$5,190,400.00. No construction costs for any Wastewater CIP Project shall be incurred by Developer until Developer submits the construction costs to the Town Engineer for review and written approval (the costs for Phase 1A and 3A1 having been deemed approved). The Town will use its reasonable efforts to forward any reimbursement amount to Developer, quarterly and as applicable, on January 15, April 15, July 15, and October 15 of each year beginning the first quarterly date after the Town accepts any Wastewater CIP Project.

3. **Reimbursements from Wastewater Impact Fees.** Any reimbursement to Developer contemplated by this Agreement shall come only from wastewater impact fees collected by the Town from eligible development in Windsong Ranch. The reimbursement of wastewater impact fees for any Wastewater CIP Project shall cease when the amount tendered, through the reimbursement of collected wastewater impact fees equals the construction costs, defined above. Attached hereto and incorporated by reference is Exhibit C, which exhibit reflects the current proposed phasing of the Property and anticipated wastewater impact fees to be collected by Town and reimbursed to the Developer by the Town.

4. **Timing of Reimbursement by the Town.** Wastewater impact fees collected by the Town shall be reimbursed to Developer by eligible Wastewater CIP Project, based upon the order of the Town's acceptance of the Project. For purposes of clarification, upon the Town's acceptance of the first Wastewater CIP Project, Developer shall receive reimbursement until Developer is paid the full amount deemed eligible for

reimbursement. If a second Wastewater CIP Project is accepted by the Town prior to full reimbursement for the first Wastewater CIP Project, no reimbursements shall be paid for the second Wastewater CIP Project until reimbursement for the first Wastewater CIP Project has been made in full.

5. **Obligation to Reimburse.** In the event that full reimbursement has not been made to Developer by the Town after the expiration of ten (10) years from the date of acceptance of the final Wastewater CIP Project for Windsong Ranch, as reflected in the Wastewater CIP and as contemplated by this Agreement, the Town shall endeavor to reimburse Developer from applicable wastewater impact fee funds.

6. **Third Party Wastewater Project Easements.** (a) The parties shall cooperate with each other in obtaining from third parties any and all easements ("Third Party Wastewater Project Easements") for any Wastewater CIP Project depicted in Exhibit B.

(b) Developer shall be responsible for any and all costs and expenses associated with acquiring, by purchase or condemnation, all Third Party Wastewater Project Easements, including, but not limited to, title work, appraisals, expert fees, attorneys' fees and expenses, engineering fees and expenses, surveying fees and expenses, court costs, commissioner's fees and costs of appeal, if any ("Easement Acquisition Fees"). If requested by the Town, Developer shall, at its sole cost and expense, lead all easement acquisition efforts for the Third Party Wastewater Project Easements, including, but not limited to, providing all necessary engineering and surveying support required to obtain the Third Party Wastewater Project Easements as required. Developer shall pay any and all Easement Acquisition Fees within twenty-one (21) calendar days of receiving a written request from the Town for the same.

(c) The Town will, at Developer's sole cost and expense, provide, among any other assistance deemed reasonably necessary by the Town, technical, engineering, legal and administrative assistance, as selected by the Town, to acquire, by purchase or condemnation, the Third Party Wastewater Project Easements. The Town shall review and approve any and all documents associated with the Third Party Wastewater Project Easements required herein. If the Town determines, in its reasonable discretion, that condemnation proceedings are necessary to secure the Third Party Wastewater Project Easements, the Town shall have the right to, at Developer's sole cost and expense, take any and all steps the Town deems necessary to initiate said proceedings.

(d) The Third Party Wastewater Project Easements shall be filed and recorded prior to the commencement of construction of any Wastewater CIP Project or any portion thereof, unless a Right of Entry is secured, a condemnation award is tendered with the registry of the court and/or a right of possession by any other means is obtained on an earlier date.

(e) If the Third Party Wastewater Project Easements are not obtained, or the Town has not secured the right to possess, in a form reasonably acceptable to the Town, the land made the subject of the Third Party Wastewater Project Easements,

within ninety (90) days after the execution hereof on terms acceptable to the Town, then the Town shall commence, and thereafter diligently pursue to completion, condemnation proceedings to obtain such Third Party Wastewater Project Easements as soon as reasonably possible. Notwithstanding anything to the contrary herein, the Town and Developer agree that the Town may initiate condemnation proceedings prior to the expiration of the ninety (90) days referred to in this Paragraph.

7. Existing Agreement and Its Applicability. (a) The Property, or a portion thereof, is or may be subject to an existing Water and Sewer Improvement Development Agreement (the "Existing Agreement"). The Existing Agreement and its First and Second Amendments are filed in Denton County as Instruments 2013-128132, 2013-121833, and 2013-121834, respectively. A depiction of the wastewater service areas for the Existing Agreement is attached hereto as Exhibit D. The Existing Agreement is senior in priority to this Agreement with regard to receipt of reimbursements for the property located within the Existing Agreement's wastewater service area.

(b) Once the reimbursement obligations are met for the Existing Agreement, wastewater impact fees collected by the Town related to service contemplated by this Agreement, including fees collected with respect to service to property other than the Property, shall be paid to Developer until the entire amount due to Developer is paid in full.

(c) Developer and the Town acknowledge and agree that: (i) the wastewater impact fees collected may be less than the reimbursements to which Developer is entitled and the Town does not guarantee the amount of wastewater impact fees that will be collected; and (ii) wastewater impact fees owed on the Property shall be paid in accordance with the Town's impact fee ordinance, as amended.

8. Assignment. Developer shall have the right to assign this Agreement, in whole or in part, only to one or more parties purchasing undeveloped portions of Windsong Ranch, which party (or parties) shall have the option to construct any Wastewater CIP Projects located in such portions. As to the sale of land by Developer to any party to whom this Agreement has not been assigned, in whole or in part, the purchaser thereof shall have no rights or obligations under this Agreement and this Agreement shall not apply with respect to such land. This Agreement shall not be filed of record.

9. Default. If Developer fails to comply with any provision of this Agreement after receiving fifteen (15) days written notice to comply from Town or such longer period as may be reasonably necessary provided that Developer commences to cure the default or breach within the 15-day period and proceeds with reasonable diligence thereafter to complete such cure, then so long as such default continues and is not cured, Town shall have the following remedies, in addition to Town's other rights and remedies:

13. **Prevailing Party.** In the event any person initiates or defends any legal action or proceeding to enforce or interpret any of the terms of this Agreement, the prevailing party in any such action or proceeding shall be entitled to recover its reasonable costs and attorney's fees (including its reasonable costs and attorney's fees on any appeal).

14. **Sovereign Immunity.** The parties agree that Town has not waived its sovereign immunity by entering into and performing its obligations under this Agreement; however, for purposes of enforcement of this Agreement, Town agrees that it has waived its sovereign immunity, and to that extent only.

15. **Effect of Recitals.** The recitals contained in this Agreement: (a) are true and correct as of the effective date; (b) form the basis upon which the parties negotiated and entered into this Agreement; (c) are legislative findings of the Town Council; and (d) reflect the final intent of the parties with regard to the subject matter of this Agreement. In the event it becomes necessary to interpret any provision of this Agreement, the intent of the parties, as evidenced by the recitals, shall be taken into consideration and, to the maximum extent possible, given full effect. The parties have relied upon the recitals as part of the consideration for entering into this Agreement and, but for the intent of the parties reflected by the recitals, would not have entered into this Agreement.

16. **Consideration.** This Agreement is executed by the parties hereto without coercion or duress and for substantial consideration, the sufficiency of which is forever confessed.

17. **Counterparts.** This Agreement may be executed in a number of identical counterparts, each of which shall be deemed an original for all purposes. A facsimile signature will also be deemed to constitute an original if properly executed.

18. **Entire Agreement.** This Agreement contains the entire agreement between the parties hereto and supersedes all prior agreements, oral or written, with respect to the subject matter hereof. The provisions of this Agreement shall be construed as a whole and not strictly for or against any party.

19. **Savings/Severability.** Invalidation of any one of the provisions of this document by judgment or court order shall in no way affect any of the other provisions, which shall remain in full force and effect. In the event any provision of this Agreement shall be determined by any court of competent jurisdiction to be invalid or unenforceable, the Agreement shall, to the extent reasonably possible, remain in force as to the balance of its provisions as if such invalid provision were not a part hereof.

20. **Notification of Sale or Transfer.** The Developer shall notify the Town in writing of a sale or transfer of all or any portion of the Property where Developer plans to assign all or a portion of this Agreement, as contemplated herein, within ten (10) business days of such sale or transfer.

21. **Authority to Execute.** The Agreement shall become a binding obligation on the signatories upon execution by all signatories hereto. The Town warrants and represents that the individual executing this Agreement on behalf of the Town has full authority to execute this Agreement and bind the Town to the same. This Agreement is and shall be binding upon the Developer, its successors, heirs, assigns, grantees, vendors, trustees, representatives, and all others holding any interest now or in the future.

22. **Mediation.** In the event of any disagreement or conflict concerning the interpretation of this Agreement, and such disagreement cannot be resolved by the signatories hereto, the signatories agree to submit such disagreement to mediation.

23. **Indemnification.** From the Effective Date of this Agreement to the date on which all work with respect to a Wastewater CIP Project is completed and all improvements, as contemplated herein, have been accepted by the Town, Developer, individually and on behalf of its respective officers, directors, partners, employees, representatives, agents, successors, assignees, vendors, grantees and/or trustees, does hereby agree to release, defend, indemnify and hold harmless Town and its elected and appointed officials, officers, employees and agents from and against all damages, injuries (including death), claims, property damages (including loss of use) losses, demands, suits, judgments and costs, including reasonable attorney's fees and expenses (including attorney's fees and expenses incurred in enforcing this indemnity), caused by the negligent, grossly negligent, and/or intentional act and/or omission of the applicable developer, its officers, directors, partners, employees, representatives, agents, or any other third parties for whom such developer is legally responsible, in its/their performance of this Agreement, including but not limited to, the construction of the Wastewater CIP Projects contemplated herein (hereinafter "claims"). Developer is expressly required to defend the Town against all such claims arising under this Agreement, and the Town is required to reasonably cooperate and assist developer(s) in providing such defense.

24. **Approval of Counsel.** In its reasonable discretion, the Town shall have the right to approve counsel to be retained by Developer in fulfilling its obligation hereunder to defend and indemnify the Town. The Town reserves the right to provide a portion or all of its' own defense, at its sole cost; however, the Town is under no obligation to do so. Any such action by the Town is not to be construed as a waiver of Developer's obligation to defend the Town or as a waiver of Developer's obligation to indemnify the Town pursuant to this Agreement. Developer shall retain Town-approved defense counsel within seven (7) business days of the Town's written notice that the Town is invoking its right to indemnification under this Agreement.

25. **Survival.** Paragraph 23, "Indemnification," shall survive the termination of this Agreement.

26. **Additional Representations.** Each signatory represents this Agreement has been read by the Party for which this Agreement is executed and that such Party has had the opportunity to confer with its counsel.

27. **Miscellaneous Drafting Provisions.** This Agreement shall be deemed drafted equally by all Parties hereto. The language of all parts of this Agreement shall be construed as a whole according to its fair meaning, and any presumption or principle that the language herein is to be construed against any Party shall not apply.

28. **No Third Party Beneficiaries.** Nothing in this Agreement shall be construed to create any right in any third party not a signatory to this Agreement, and the Parties do not intend to create any third party beneficiaries by entering into this Agreement.

29. **Applicability of Town Ordinances.** The signatories hereto shall be subject to all applicable ordinances of the Town, whether now existing or in the future arising.

30. **Rough Proportionality.** Developer hereby agrees that any land or property donated and/or dedicated pursuant to this Agreement, whether in fee simple, by easement or otherwise, to the Town for utility purposes, including the provision of wastewater services to any lots that may be platted, relative to any development on the Property is roughly proportional to the need for such land and Developer hereby waives any claim therefor that it may have. Developer further acknowledges and agrees that all prerequisites to such a determination of rough proportionality have been met, and that any costs incurred relative to said donation are related both in nature and extent to the impact of the development referenced herein. Both Developer and the Town further agree to waive and release all claims one may have against the other related to any and all rough proportionality and individual determination requirements mandated by the United States Supreme Court in *Dolan v. City of Tigard*, 512 U.S. 374 (1994), and its progeny, as well as any other requirements of a nexus between development conditions and the provision of wastewater services to the Property.

31. **Attorney's Fees.** Developer agrees to pay, or cause to be paid, to Prosper any attorney's fees charged to Prosper by Prosper's legal counsel for, among other things, legal review and revision of this Agreement and all further agreements, ordinances or resolutions contemplated by this Agreement, negotiations and discussions with Developer's attorney and the provision of advice to applicable Prosper Town Staff and the Prosper Town Council, in an amount not to exceed \$5,000.00 within ten (10) days upon receipt of an invoice of same from Prosper.

IN WITNESS WHEREOF, the parties hereto have caused this document to be executed as of the date first above written.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

THE TOWN OF PROSPER, TEXAS

By: _____
Name: Harlan Jefferson
Title: Town Manager

STATE OF TEXAS)
)
COUNTY OF COLLIN)

This instrument was acknowledged before me on the ____ day of _____, 2016, by Harlan Jefferson, Town Manager for the Town of Prosper, Texas, on behalf of the Town of Prosper, Texas.

Notary Public, State of Texas

TVG TEXAS I, LLC, a Texas limited liability company

By: BP-Terra Verde Investors, LLC, a Delaware limited liability company, its sole member;

By: Terra Verde BP Manager, LLC, a Delaware limited liability company, its managing member

By: _____
D. Craig Martin
Title: Manager

STATE OF TEXAS)
)
COUNTY OF _____)

Before me, the undersigned authority, a notary public in and for the State of Texas, on this day personally appeared D. Craig Martin, Manager of Terra Verde BP Manager, LLC, a Delaware limited liability company, managing member of BP-Terra Verde Investors, LLC, a Delaware limited liability company, the sole member of TVG TEXAS I, LLC, a Texas limited liability company, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purpose and consideration expressed, and in the capacity therein stated, on behalf of such entities.

Given under my hand and seal of office this _____ day of _____, 2016.

Notary public in and for the State of _____
My commission expires: _____

EXHIBIT A
(Property Legal Description)

Windsong Ranch Wastewater Impact Fee Reimbursement Agreement

BEING a tract of land out of the M.E.P. & P.R.R. SURVEY, Abstract No. 1476, P. BARNES SURVEY, Abstract No. 79, the B. HADGES SURVEY, Abstract No. 593, the A.B. JAMISON SURVEY, Abstract No. 672, the B.B. WALTON SURVEY, Abstract No. 1369, the T. BUTTON SURVEY, Abstract No. 88, the P.R. RUE SURVEY, Abstract No. 1555, the J. TETTER SURVEY, Abstract No. 1262, the L. NETHERLY SURVEY, Abstract No. 962, the B. RUE SURVEY, Abstract No. 1113, the A. ROBERTS SURVEY, Abstract No. 1115, the R. YATES SURVEY, Abstract No. 1538, the L. RUE SURVEY, Abstract No. 1110, the J. MORTON SURVEY, Abstract No. 793, the H.P. SALING SURVEY, Abstract No. 1628, the J. BATES SURVEY, Abstract No. 1620, the C. SMITH SURVEY, Abstract No. 1681, and the L. SALING SURVEY, Abstract No. 1675, in Denton County, Texas, being all of a called 2,128.515 acre tract of land described in deed to TVG TEXAS I, LLC, recorded in Document Number 2012-59927, Deed Records of Denton County, Texas (DRDCT), and being all of that certain tract described in deed to TVG TEXAS I, LLC, recorded in Document Number 2012-81508 DRDCT, and being more particularly described as follows:

BEGINNING at a PK Nail found at the approximate centerline intersection of Fish Trap Road and Fields Road;

THENCE S 00°00'44" E along Fields Road for a distance of 2295.24 feet to a point for corner;

THENCE S 89°59'16" W, 59.28 feet to the northeast corner of Block A, Lot 1, Teel Parkway Fire Station Plat as recorded in Document Number 2014-12, Plat Records of Denton County, Texas (PRDCT), to a point for corner

THENCE along the common line of Block A, Lot 1 the following courses:

N 81°33'39" W, 375.00 feet

S 08°26'31" W, 300.00 feet

S 81°33'39" E, 419.65 feet

N 89°58'23" E, 38.06 feet

THENCE S 00°01'37" E along Fields Road for a distance of 231.66 feet to a point for the northeast corner of that certain tract described in deed to Richard and Nathan Bontke, recorded in Document Number 2007-144901 DRDCT, said point being on the approximate centerline of a creek;

THENCE along said creek and the common line of said Bontke tract, the following courses, all to points for corner:

S 66°44'18" W, 11.20 feet; S 21°01'06" W, 17.75 feet; S 26°27'27" W, 12.20 feet;

S 32°45'20" W, 23.11 feet; S 30°59'18" W, 20.67 feet; S 37°11'19" W, 22.22 feet;

S 60°28'18" W, 22.38 feet; S 69°59'21" W, 88.69 feet; N 80°38'48" W, 12.36 feet;
 N 66°22'07" W, 65.21 feet; N 61°03'03" W, 47.42 feet; S 83°53'17" W, 15.58 feet;
 N 83°39'45" W, 22.37 feet; N 44°27'19" W, 17.63 feet; N 19°20'11" W, 52.98 feet;
 N 38°10'44" W, 17.58 feet; N 57°56'15" W, 39.05 feet; N 74°26'38" W, 35.89 feet;
 N 73°55'32" W, 120.74 feet; N 82°33'23" W, 38.11 feet; N 88°19'50" W, 25.45 feet;
 N 85°30'05" W, 35.61 feet; N 81°41'39" W, 22.21 feet; N 89°29'59" W, 28.40 feet;
 S 75°32'40" W, 23.72 feet; S 86°52'08" W, 36.11 feet; N 87°03'12" W, 33.63 feet;
 N 83°51'37" W, 36.91 feet; N 72°58'42" W, 44.69 feet; S 82°23'06" W, 31.65 feet;
 N 72°39'57" W, 57.37 feet; S 88°59'22" W, 27.91 feet; N 71°41'45" W, 37.72 feet;
 N 68°17'49" W, 31.37 feet; N 63°27'08" W, 20.98 feet; N 80°08'47" W, 42.04 feet;
 S 86°28'24" W, 20.04 feet; N 85°29'57" W, 31.46 feet; N 81°15'31" W, 35.73 feet;
 N 77°20'51" W, 34.93 feet; N 73°15'04" W, 25.19 feet; N 69°01'34" W, 122.73 feet;
 N 88°23'15" W, 45.13 feet; N 84°15'03" W, 34.50 feet; N 68°35'21" W, 20.96 feet;
 N 89°38'54" W, 40.51 feet; S 77°55'05" W, 10.61 feet; S 60°58'09" W, 17.80 feet;
 S 33°33'22" W, 24.58 feet; S 31°22'02" W, 38.44 feet; S 48°21'18" W, 32.92 feet;
 S 63°27'27" W, 17.12 feet; S 76°17'31" W, 21.86 feet; S 77°22'23" W, 68.85 feet;
 S 84°32'16" W, 57.26 feet; S 89°34'09" W, 32.60 feet; N 89°16'19" W, 113.26 feet;
 S 76°15'03" W, 113.15 feet; S 84°15'01" W, 66.71 feet; S 89°47'00" W, 64.46 feet;
 N 85°07'24" W, 20.74 feet; N 71°27'35" W, 38.03 feet; N 65°46'21" W, 40.90 feet;
 N 61°22'46" W, 39.67 feet; N 53°54'49" W, 25.98 feet; N 38°29'09" W, 25.14 feet;
 N 27°16'23" W, 18.32 feet; N 08°55'12" W, 38.22 feet; N 51°21'43" W, 20.55 feet;
 N 65°08'32" W, 29.94 feet; N 61°58'24" W, 42.40 feet; N 39°49'39" W, 44.34 feet;
 And N 75°48'16" W, 34.26 feet to the common line between the first described Bontke
 tract, and a second tract described in deed to Richard and Nathan Bontke, recorded in
 Document Number 2009-10359 DRDCT;

THENCE continuing along the approximate centerline of said creek and along the
 common line thereof, the following courses, all to points for corner:

N 01°23'47" W, 11.81 feet;
 N 86°09'09" W, 30.78 feet;
 N 67°36'54" W, 70.47 feet;
 N 28°51'33" W, 81.03 feet;
 N 70°02'51" W, 125.09 feet;
 N 42°38'03" W, 20.94 feet;

And S 77°36'20" W, 203.71 feet to the southeast corner of that certain tract described in
 deed to Tim Moore, et al, recorded in Document Number 2009-120341 DRDCT;

THENCE Due North, 444.64 feet to the northeast corner thereof;

THENCE along the north line of said Moore tract, the following courses:

Around a non-tangent curve to the right having a central angel 2°28'53", a radius of
 5180.00 feet, a chord of S 66°43'38" W - 224.31 feet, an arc distance of 224.33 feet;
 Around a compound curve to the right having a central angel of 17°14'18", a radius of
 1530.00 feet, a chord of S 76°35'13" W - 458.59 feet, an arc distance of 460.32 feet;

And around a reverse curve to the left having a central angle of $3^{\circ}50'41''$, a radius of 670.00 feet, a chord of $S 83^{\circ}17'02'' W - 44.95$ feet, an arc distance of 44.96 feet to a point on the east line of Good Hope Road for the northwest corner thereof;

THENCE $N 00^{\circ}08'10'' W$, 635.43 feet along said line to a $5/8''$ iron rod found;

THENCE $N 00^{\circ}08'34'' W$, 1241.08 feet to a fence corner;

THENCE $N 00^{\circ}08'34'' W$, 197.22 feet to a $1/2''$ iron rod with a yellow cap stamped "SPIARSENG" set at the intersection of Good Hope Road with Fish Trap Road, from which a PK nail found bears $N 32^{\circ}46'20'' W$, 40.57 feet;

THENCE $N 89^{\circ}14'54'' E$, 939.19 feet along the common line thereof to a $1/2''$ iron rod found;

THENCE $N 88^{\circ}58'23'' E$, 815.79 feet along the south line of said road;

THENCE $N 00^{\circ}02'49'' W$, 36.27 feet passing into said road, to a PK nail found;

THENCE $S 89^{\circ}03'42'' W$, 1776.94 feet along said road to a PK nail found at the intersection of Fish Trap Road and Good Hope Road, said PK nail being in the approximate centerlines thereof;

THENCE $S 00^{\circ}15'35'' E$, 3735.78 feet along the centerline of Good Hope Road to a point for corner;

THENCE $S 44^{\circ}23'26'' W$, 114.24 feet leaving said road to a TxDOT monument found on the north line of U.S. Highway 380 (a variable width right-of-way);

THENCE along the north line of said highway, the following courses:

$S 88^{\circ}34'34'' W$, 2061.88 feet;

$S 88^{\circ}50'58'' W$, 100.00 feet;

And $S 89^{\circ}09'27'' W$, 22.39 feet;

THENCE $N 46^{\circ}21'17'' W$, 111.89 feet departing said line to a PK nail found in the approximate centerline of Gee Road, and being on the east line of that certain tract described in deed to NW 380 & 423 LP, recorded in Document Number 2007-148600 DRDCT;

THENCE $N 00^{\circ}07'08'' W$, 1116.03 feet along said road and said line;

THENCE departing Gee Road, continuing along the common line of said NW 380 & 423 LP tract, the following courses:

$S 89^{\circ}00'13'' W$, 450.32 feet to a point for corner;

$S 89^{\circ}55'33'' W$, 645.33 feet to a fence post found for corner;

$N 12^{\circ}39'45'' E$, 2150.58 feet to a $1/2''$ iron pin found at corner;

N 88°32'53" W, 452.05 feet to a point for corner;
 N 71°12'22" W, 50.19 feet to a point for corner;
 N 27°52'12" W, 225.40 feet to a point for corner;
 S 81°13'41" W, 101.01 feet to a point for corner;
 S 22°47'07" W, 137.89 feet to a point for corner;
 S 52°42'27" W, 203.71 feet to a point for corner;
 S 38°38'12" W, 198.71 feet to a point for corner;
 S 57°48'13" E, 602.40 feet to a point for corner;
 S 31°24'22" W, 2157.24 feet to a point at the northeast corner of a tract of land conveyed to the City of Irving according to the deed recorded in Volume 4871, Page 5128 (DRDCT);

THENCE around the boundary of said City of Irving tract, the following:

N 73°29'41" W, 241.29 feet to a point for corner;
 S 21°58'41" W, 181.00 feet to a point for corner;
 S 73°29'27" E, 67.00 feet to a point for corner;
 N 22°20'38" E, 41.52 feet to a point for corner;
 S 75°57'16" E, 152.12 feet to a 1/2" iron pin found at corner;

THENCE S 31°23'12" W along the west line of said NW 380 & 423 LP tract for a distance of 878.42 feet to a point on the north line of said US Highway 380;

THENCE N 88°41'34" W along said US Highway 380 for a distance of 587.94 feet to a point for corner;

THENCE along the east boundary of a tract of land conveyed to M. Taylor Hansel according to the deed recorded in County Clerks File Number 94-R0091793 (DRDCT), the following;

N 08°56'01" E, 240.78 feet to a point for corner;
 N 55°59'01" E, 132.20 feet to a point for corner;
 S 20°18'01" W, 155.70 feet to a point for corner;
 S 80°49'59" E, 88.40 feet to a point for corner;
 N 45°13'01" E, 261.10 feet to a point for corner;
 S 62°15'59" E, 216.20 feet to a point for corner;
 N 15°04'01" E, 184.70 feet to a point for corner;
 N 56°01'01" E, 183.40 feet to a point for corner;
 N 18°07'01" E, 197.90 feet to a point for corner;
 And N 73°19'59" W, 688.80 feet to a Corps of Engineers monument found at the Southeast corner of Glenbrook Estates Phase 1, according to the filed plat recorded in Cabinet X, Page 718 of the Plat Records of Denton County Texas (PRDCT);

THENCE along the boundary line of said Glenbrook Estates Phase 1, the following:

N 29°02'03" E, 67.81 feet to a point for corner;
 N 22°04'26" E, 710.31 feet to a Corps of Engineers monument found at corner;
 N 33°00'31" E, 221.33 feet to a Corps of Engineers monument found at corner;

And N 58°30'15" W, 111.85 feet to a point at the southeast corner of a tract of land conveyed to FISHTRAP 45, LP, according to the deed recorded in Instrument Number 2012-76064 DRDCT;

THENCE N 07°55'24" E, 710.05 feet along the common line thereof, to a point for the northeast corner thereof;

THENCE along the boundary of a tract of land conveyed to FISHTRAP 45, LP, according to the deed recorded in Instrument Number 2009-148492 (DRDCT), the following:

S 75°24'16" E, 275.45 feet to a Corps of Engineers monument found at corner;
 N 19°28'37" W, 739.75 feet to a Corps of Engineers monument found at corner;
 N 35°34'01" E, 531.05 feet to a Corps of Engineers monument found at corner;
 N 02°04'22" W, 172.83 feet to a Fence Post found at corner being in the south line of a tract of land conveyed to Mary Weber, et al, according to the deed recorded in County Clerks File Number 94-R0031655 (DRDCT);

THENCE S 77°28'43" E along said Weber tract for a distance of 553.04 feet to a Corps of Engineers monument found at corner;

THENCE N 01°16'36" E along the east line of said Weber tract for a distance of 278.91 feet to a 1/2" iron rod found for corner;

THENCE N 00°59'53" E continuing along the east line of said Weber tract for a distance of 510.60 feet to a Corps of Engineers monument found at corner;

THENCE along the boundary of a tract of land conveyed to Buy Blowfish, Ltd, according to the deed recorded in Instrument Number 2010-75453 (DRDCT), the following:

N 00°57'07" W, 149.86 feet to a Corps of Engineers monument found at corner;
 N 00°06'44" E, 1393.34 feet to a 1/2" iron rod found for corner;
 N 89°49'12" W, 505.03 feet to a Fence Post Found for corner;
 N 00°50'11" W along the east line of a tract of land conveyed to Benny Noles according to the deed recorded in Volume 2299, Page 94 (DRDCT) for a distance of 810.75 feet to Fence Post Found for corner;

THENCE N 89°17'21" E part of the way along the south line of a tract of land conveyed to Lanell Giles according to the deed recorded in Instrument Number 02-25573 (DRDCT) and part of the way along the south line of a tract of land conveyed to Walter Fain according to the deed recorded in Instrument Number 04-95008 (DRDCT), for a total distance of 1389.64 feet to a point for corner;

THENCE N 03°32'47" W along the east line of said Fain and the east line of said Giles tract for a total distance of 929.90 feet to a 1/2" iron rod found for corner;

THENCE continuing along the boundary of said Lanell Giles tract, the following:
 S 85°47'35" W, 228.77 feet to a point for corner;

N 02°06'10" E, 1767.38 feet to a 3/8" iron rod found for corner;
 S 88°23'11" E, 1111.78 feet to a point for corner in the west line of a tract of land conveyed to Sammie Carey according to the deed recorded in Volume 2336, Page 541 (DRDCT);

THENCE S 00°10'32" W along said west line, 125.32 feet to a point for corner;

THENCE N 88°59'25" E along the south line of said Carey tract and the south line of a tract of land conveyed to Florine Allen according to the deed recorded in Volume 375, Page 395 (DRDCT) for a total distance of 2644.08 feet to a 1/2" iron rod found for corner in the approximate centerline of Good Hope Road;

THENCE N 00°48'55" W along the approximate centerline of said Good Hope Road for a distance of 992.21 feet to a 1/2" iron rod found for corner;

THENCE S 89°44'00" E, 457.55 feet to a point for corner towards the east side of said Good Hope Road;

THENCE N 01°47'00" W along said east line, 935.34 feet to a point for corner;

THENCE N 00°15'22" W along said east line and along the east line of a tract of land conveyed to Brice Jackson, et al, for a total distance of 1726.79 feet to a point for corner;

THENCE N 89°45'36" E along the south line of said Jackson tract and the south line of a tract of land conveyed to Smiley Road, Ltd according to the deed recorded in Instrument Number 2006-15660 (DRDCT), for a distance of 1544.30 feet to a PK Nail Found for corner in the approximate centerline of Parvin Road;

THENCE along the approximate centerline of said Parvin Road, the following:

N 70°10'39" E, 77.52 feet to a point for corner;
 N 74°05'38" E, 206.69 feet to a point for corner;
 N 77°25'29" E, 112.34 feet to a 1/2" iron rod found for corner;
 N 01°25'12" E, 17.04 feet to a point for corner;
 N 89°08'54" E, 1300.08 feet to a 1/2" iron rod found for corner;
 N 89°09'15" E, 3454.64 feet to a 1/2" iron rod found for corner;

THENCE S 00°39'16" W along the west line of a tract of land conveyed to RH-TWO, LP according to the deed recorded in Instrument Number 2004-0086307 (DRDCT), for a distance of 2807.86 feet to a PK Nail Found for corner in the approximate centerline of Prosper Road;

THENCE S 89°23'36" W along said approximate centerline, 3412.71 feet to a 1/2" iron rod found for corner;

THENCE N 00°12'44" W departing said centerline, for a distance of 16.61 feet to a point for corner on the north edge of said Prosper Road;

THENCE S 89°49'30" W along said north edge, 297.09 feet to a 5/8" iron rod found for corner;

THENCE along the boundary of a tract of land conveyed to Teel Corner, LLC according to the deed recorded in Instrument Number 2010-56964 (DRDCT), the following:

N 00°04'00" E, 199.34 feet to a point for corner;
 S 89°41'17" W, 307.78 feet to a point for corner;
 S 30°05'33" E, 230.00 feet to a point for corner;
 N 60°53'04" E, 46.09 feet to a point for corner;
 S 72°15'12" E, 126.57 feet to a point for corner;
 N 89°41'15" E, 21.70 feet to a point for corner;

THENCE along the approximate centerline of said Fields Road, the following:

S 00°02'02" W, 1546.31 feet to a point for corner;
 S 00°08'41" E, 1196.19 feet to a 1/2" iron rod found for corner;
 S 00°19'01" E, 1051.65 feet to a 1/2" iron rod found for corner;
 S 00°46'08" W, 705.12 feet to a point for corner;
 S 20°37'31" E, 96.22 feet to a point for corner;
 S 28°15'33" E, 189.49 feet to a 3/8" iron rod found for corner;
 And S 02°06'16" E a distance of 1803.09 feet to the POINT OF BEGINNING and containing 88,415,950 square feet or 2029.751 acres of land.

**SAVE AND EXCEPT 1
 FIRE STATION PROPERTY**

BEING a tract of land situated in the C. Smith Survey, Abstract No. 1681, City of Prosper, Denton County, Texas, the subject tract being a portion of a tract of land conveyed to TVG Texas I, LLC according to the deed recorded in Document No. 2012-59927 of the Official Public Records, Denton County, Texas (OPRDCT), the subject tract being more particularly described as follows:

BEGINNING at a point in Teel Parkway and on the most southerly east line of said TVG Texas tract, from which a PK nail set at the approximate centerline of Fish Trap Road and Teel Parkway, being an easterly corner of said TVG Texas tract, bears N 00°00'44" W, 2295.24 feet;

THENCE along Teel Parkway, the following:

S 00°00'44" E, 32.25 feet;

S 89°25'36" W, 21.23 feet;

And S 00°01'37" E, 270.83 feet to a point for corner;

THENCE S 89°58'23" W, 38.06 feet to a 1/2" iron rod with plastic cap stamped "SPIARSENG" set on the west line of Teel Parkway;

THENCE N 81°33'39" W, 419.65 feet to a 1/2" iron rod with plastic cap stamped "SPIARSENG" set;

THENCE N 08°26'31" E, 300.00 feet to a 1/2" iron rod with plastic cap stamped "SPIARSENG" set, from which a 5/8" iron rod found for a westerly corner of said TVG Texas tract bears N 77°32'57" W, 3282.14 feet;

THENCE S 81°33'39" E, 375.00 feet to a 1/2" iron rod with plastic cap stamped "SPIARSENG" set on the west line of Teel Parkway;

THENCE N 89°59'16" E to the POINT OF BEGINNING, with the subject tract containing 131,425 square feet, or 3.017 acres of land.

**SAVE AND EXCEPT 2
WINDSONG RANCH ELEMENTARY**

BEING a tract of land situated in the C. Smith Survey, Abstract No. 1681 and the J. Bates Survey, Abstract No. 1620, City of Prosper, Denton County, Texas, the subject tract being a portion of a tract of land conveyed to TVG Texas I, LLC according to the deed recorded in Document Number 2012-59927 of the Official Public Records, Denton County, Texas (OPRDCT), the subject tract being more particularly described as follows:

BEGINNING at a PK nail set in Fish Trap Road, from which a PK nail found at the intersection of said road with Good Hope Road bears S 89°03'42" W, 1367.61 feet;

THENCE N 89°03'42" E, 409.33 feet along said road, to a PK nail found;

THENCE N 89°03'17" E, 145.67 feet continuing along said road to a PK nail set, from which a PK nail found at the intersection of Fish Trap Road and Fields Road, bears N 89°03'17" E, 1728.11 feet;

THENCE S 00°56'06" E, 917.78 feet departing said road, to a 1/2" iron rod with plastic cap stamped "SPIARSENG" set;

THENCE around a tangent curve to the left having a central angle of 03°51'44", a radius of 2035.00 feet, a chord of S 02°51'58" E - 137.15 feet, an arc length of 137.18 feet to a 1/2" iron rod with plastic cap stamped "SPIARSENG" set;

THENCE S 89°03'54" W, 576.39 feet to a 1/2" iron rod with plastic cap stamped "SPIARSENG" set;

THENCE around a non-tangent curve to the left having a central angle of $13^{\circ}02'38''$, a radius of 650.00 feet, a chord of $N 05^{\circ}35'13'' E$ - 147.66 feet, an arc length of 147.98 feet to a 1/2" iron rod with plastic cap stamped "SPIARSENG" set;

THENCE $N 00^{\circ}56'06'' W$, 908.09 feet to the POINT OF BEGINNING with the subject tract containing 586,450 square feet or 13.463 acres of land.

**SAVE AND EXCEPT 3
U.C.D. PROPERTY/KROGER**

BEING a tract of land situated in the H.P. Saling Survey, Abstract No. 1628, City of Prosper, Denton County, Texas, the subject tract being a portion of a tract of land conveyed to TVG Texas I, LLC according to the deed recorded in Document No. 2012-59927 of the Official Public Records, Denton County, Texas (OPRDCT), the subject tract being more particularly described as follows:

BEGINNING at a PK nail found in the approximate centerline of Gee Road, said nail being on the northwest end of a corner clip of U.S. Highway 380 (a variable width right-of-way);

THENCE $N 00^{\circ}06'39'' W$, 879.47 feet along Gee Road to a PK nail set, from which a railroad spike found in the intersection of Gee Road and Fish Trap Road bears $N 00^{\circ}06'39'' W$, 2985.38 feet;

THENCE departing Gee Road, the following, all to points for corner:

$N 89^{\circ}53'21'' E$, 60.00 feet; $N 88^{\circ}40'10'' E$, 168.65 feet;

$S 76^{\circ}05'37'' E$, 114.09 feet; $S 62^{\circ}52'46'' E$, 280.18 feet;

$S 73^{\circ}45'49'' E$, 273.80 feet; $N 72^{\circ}52'24'' E$, 170.90 feet;

$N 76^{\circ}03'31'' E$, 313.20 feet; $S 83^{\circ}20'45'' E$, 109.69 feet;

$N 39^{\circ}51'50'' E$, 86.56 feet; $N 72^{\circ}47'00'' E$, 151.17 feet;

$N 73^{\circ}50'45'' E$, 132.35 feet; $S 84^{\circ}05'32'' E$, 101.58 feet;

$N 81^{\circ}05'17'' E$, 97.62 feet; $N 57^{\circ}35'24'' E$, 144.66 feet;

$N 82^{\circ}34'18'' E$, 78.09 feet; $N 69^{\circ}27'06'' E$, 92.54 feet;

And $N 52^{\circ}39'12'' E$, 48.91 feet to a 1/2" iron rod with plastic cap stamped "SPIARSENG" set on the west line of future Windsong Parkway (a future variable width right-of-way);

THENCE along the future west line of Windsong Parkway, the following, all to 1/2" iron rods with plastic caps stamped "SPIARSENG" set for corner:

Around a non-tangent curve to the right having a central angle of $11^{\circ}53'50''$, a radius of 203.50 feet, a chord of $S 00^{\circ}17'14'' W$ - 42.18 feet, an arc length of 42.26 feet;

Around a reverse curve to the left having a central angle of $10^{\circ}21'17''$, a radius of 226.50 feet, a chord of $S 01^{\circ}03'30'' W$ - 40.88 feet, an arc length of 40.93 feet;

Around a reverse curve to the right having a central angle of $15^{\circ}22'07''$, a radius of 566.00 feet, a chord of $S 03^{\circ}33'54'' W$ - 151.36 feet, an arc length of 151.82 feet;

Around a reverse curve to the left having a central angle of $25^{\circ}56'28''$, a radius of 842.00 feet, a chord of $S 01^{\circ}43'16'' E$ - 377.98 feet, an arc length of 381.22 feet;

Around a reverse curve to the right having a central angle of $13^{\circ}35'06''$, a radius of 1005.00 feet, a chord of $S 07^{\circ}53'58'' E$ - 237.73 feet, an arc length of 238.29 feet;

Around a compound curve to the right having a central angle of $14^{\circ}18'56''$, a radius of 188.50 feet, a chord of $S 06^{\circ}03'03'' W$ - 46.97 feet, an arc length of 47.10 feet;

$S 13^{\circ}12'30'' W$, 44.61 feet;

Around a tangent curve to the left having a central angle of $10^{\circ}22'32''$, a radius of 291.50 feet, a chord of $S 08^{\circ}01'14'' W$ - 52.72 feet, an arc length of 52.79 feet;

And around a compound curve to the left having a central angle of $03^{\circ}43'22''$, a radius of 1111.50 feet, a chord of $S 00^{\circ}58'17'' W$ - 72.21 feet, an arc length of 72.22 feet, said rod being on the north line of U.S. Highway 380;

THENCE along the north line of U.S. Highway 380, the following:

$S 43^{\circ}56'23'' W$, 40.08 feet to a 1/2" iron rod with plastic cap stamped "SPIARSENG" set, from which a TxDOT aluminum monument found bears $S 87^{\circ}21'53'' E$, 7.37 feet;

$S 88^{\circ}34'34'' W$, 2054.75 feet to a 1/2" iron rod with plastic cap stamped "SPIARSENG" set;

$S 89^{\circ}05'46'' W$, 101.04 feet to a 1/2" iron rod with plastic cap stamped "SPIARSENG" set;

$S 89^{\circ}17'50'' W$, 21.84 feet to a 1/2" iron rod with plastic cap stamped "SPIARSENG" set;

And $N 46^{\circ}37'51'' W$, 111.24 feet to the POINT OF BEGINNING with the subject tract containing 1,994,765 square feet or 45.794 acres of land.

**SAVE AND EXCEPT 4
DAVIS DEVELOPMENT**

BEING a tract of land situated in the J. Saling Survey, Abstract No. 1675, and the H.P. Saling Survey, Abstract No. 1628, City of Prosper, Denton County, Texas, the subject tract being a portion of a tract conveyed to TVG Texas I, LLC according to the deed recorded in Document No. 2012-59927 of the Official Public Records, Denton County, Texas (OPRDCT), the subject tract being more particularly described as follows:

BEGINNING at a 1/2" iron rod with plastic cap stamped "SPIARSENG" found for the southwest corner of Bluestem Drive, a 60 foot right-of-way, created by the final plat of Windsong Ranch Phase 1A, an addition to the Town of Prosper, according to the plat thereof recorded in Document Number 2014-248 OPRDCT;

THENCE departing Bluestem Drive, through said TVG Texas I tract, the following:

Around a curve to the left having a central angle of $00^{\circ}44'32''$, a radius of 1280.00 feet, a chord of $S 52^{\circ}20'00'' W - 16.58$ feet, an arc length of 16.58 feet to a 1/2" iron rod with plastic cap stamped "SPIARSENG" set;

Around a compound curve to the left having a central angle of $03^{\circ}56'10''$, a radius of 600.00 feet a chord of $S 49^{\circ}59'39'' W - 41.21$ feet an arc length of 41.22 feet to a 1/2" iron rod with plastic cap stamped "SPIARSENG" set;

$S 48^{\circ}01'34'' W$, 123.81 feet to a 1/2" iron rod with plastic cap stamped "SPIARSENG" set;

Around a tangent curve to the left having a central angle of $47^{\circ}49'06''$, a radius of 18.50 feet a chord of $S 24^{\circ}07'01'' W - 15.00$ feet an arc length of 15.44 feet to a 1/2" iron rod with plastic cap stamped "SPIARSENG" set;

Around a reverse curve having a central angle of $122^{\circ}38'20''$, a radius of 65.50 feet a chord of $S 61^{\circ}31'39'' W - 114.93$ feet an arc length of 140.20 feet to a 1/2" iron rod with plastic cap stamped "SPIARSENG" set;

Around a non-tangent curve to the right having a central angle of $37^{\circ}21'06''$, a radius of 1059.50 feet, a chord of $S 71^{\circ}23'36'' W - 678.53$ feet, an arc length of 690.70 feet to a 1/2" iron rod with plastic cap stamped "SPIARSENG" set;

Around a non-tangent curve to the right having a central angle of $16^{\circ}44'50''$, a radius of 100.00 feet, a chord of $N 81^{\circ}33'25'' W - 29.13$ feet, an arc length of 29.23 feet to a 1/2" iron rod with plastic cap stamped "SPIARSENG" set;

$N 73^{\circ}11'00'' W$, 314.34 feet to a 1/2" iron rod with plastic cap stamped "SPIARSENG" set;

Around a tangent curve to the left having a central angle of $49^{\circ}46'22''$, a radius of 50.00 feet a chord of $S 81^{\circ}55'49'' W - 42.08$ feet an arc length of 43.43 feet to a 1/2" iron rod with plastic cap stamped "SPIARSENG" set;

Around a reverse curve having a central angle of $49^{\circ}46'22''$, a radius of 78.00 feet a chord of $S 81^{\circ}55'49'' W - 65.65$ feet an arc length of 67.76 feet to a 1/2" iron rod with plastic cap stamped "SPIARSENG" set;

$N 73^{\circ}11'00'' W$, 312.58 feet to a 1/2" iron rod with plastic cap stamped "SPIARSENG" set;

$S 89^{\circ}53'32'' W$, 269.79 feet to a 1/2" iron rod with plastic cap stamped "SPIARSENG" set;

$N 00^{\circ}06'28'' W$, 231.32 feet to a 1/2" iron rod with plastic cap stamped "SPIARSENG" set;

Around a tangent curve to the right having a central angle of $12^{\circ}19'08''$, a radius of 1600.00 feet a chord of $N 06^{\circ}03'07'' E - 343.35$ feet an arc length of 344.01 feet to a 1/2" iron rod with plastic cap stamped "SPIARSENG" set;

$S 76^{\circ}13'08'' E$, 195.90 feet to a 1/2" iron rod with plastic cap stamped "SPIARSENG" set;

$S 83^{\circ}04'28'' E$, 197.45 feet to a 1/2" iron rod with plastic cap stamped "SPIARSENG" set;

$N 06^{\circ}55'32'' E$, 84.90 feet to a 1/2" iron rod with plastic cap stamped "SPIARSENG" set;

$S 84^{\circ}18'54'' E$, 163.21 feet to a 1/2" iron rod with plastic cap stamped "SPIARSENG" set;

$N 05^{\circ}41'06'' E$, 48.21 feet to a 1/2" iron rod with plastic cap stamped "SPIARSENG" set;

And $N 15^{\circ}23'43'' E$, 137.62 feet to a 1/2" iron rod with plastic cap stamped "SPIARSENG" set on the southerly line of Windsong Ranch, Phase 1A;

THENCE continuing along the southerly line of Windsong Ranch, Phase 1A, the following:

Around a non-tangent curve to the right having a central angle of $07^{\circ}10'02''$, a radius of 4105.00 feet, a chord of $S 73^{\circ}38'52'' E - 513.17$ feet, an arc length of 513.51 feet to a 1/2" iron rod with plastic cap stamped "SPIARSENG" found;

Around a non-tangent curve to the left having a central angle of $08^{\circ}28'08''$, a radius of 2655.00 feet, a chord of $S 74^{\circ}02'47'' E - 392.08$ feet, an arc length of 392.43 feet to a $1/2''$ iron rod with plastic cap stamped "SPIARSENG" found;

Around a non-tangent curve to the right having a central angle of $23^{\circ}41'16''$, a radius of 700.00 feet, a chord of $S 66^{\circ}26'24'' E - 287.35$ feet, an arc length of 289.40 feet to a $1/2''$ iron rod with plastic cap stamped "SPIARSENG" found;

Around a non-tangent curve to the left having a central angle of $06^{\circ}34'34''$, a radius of 190.00 feet, a chord of $S 57^{\circ}53'13'' E - 21.79$ feet, an arc length of 21.81 feet to a $1/2''$ iron rod with plastic cap stamped "SPIARSENG" found;

And $S 37^{\circ}17'44'' E$, 173.44 feet to the POINT OF BEGINNING with the subject tract containing 1,149,729 square feet or 26.394 acres of land.

SAVE AND EXCEPT 5 COMMUNITY PARK

BEING a tract of land out of the A. ROBERTS SURVEY, Abstract No. 1115, in Denton County, Texas, the subject tract being part of a called 2,128.515 acre tract of land described in deed to TVG TEXAS I, LLC, recorded in Document Number 2012-59927, Official Public Records of Denton County, Texas (OPRDCT), the subject tract being more particularly described as follows:

BEGINNING at a PK Nail Found for corner in the approximate centerline of Prosper Road for the southwest corner of a tract conveyed to RH-Two, LP, recorded in Document No. 2004-86037 OPRDCT;

THENCE, $S 89^{\circ}23'41'' W$, a distance of 1898.44 feet, to a PK Nail set;

THENCE, $N 00^{\circ}36'19'' W$, a distance of 812.56 feet, to a point for corner along Doe Branch Tributary 6.1;

THENCE along said tributary the following courses;

$N 34^{\circ}45'54'' E$, 102.35 feet, to a point for corner;

$N 76^{\circ}06'03'' E$, 345.06 feet, to a point for corner;

$N 70^{\circ}34'35'' E$, 304.47 feet, to a point for corner;

$N 54^{\circ}00'47'' E$, 254.56 feet, to a point for corner;

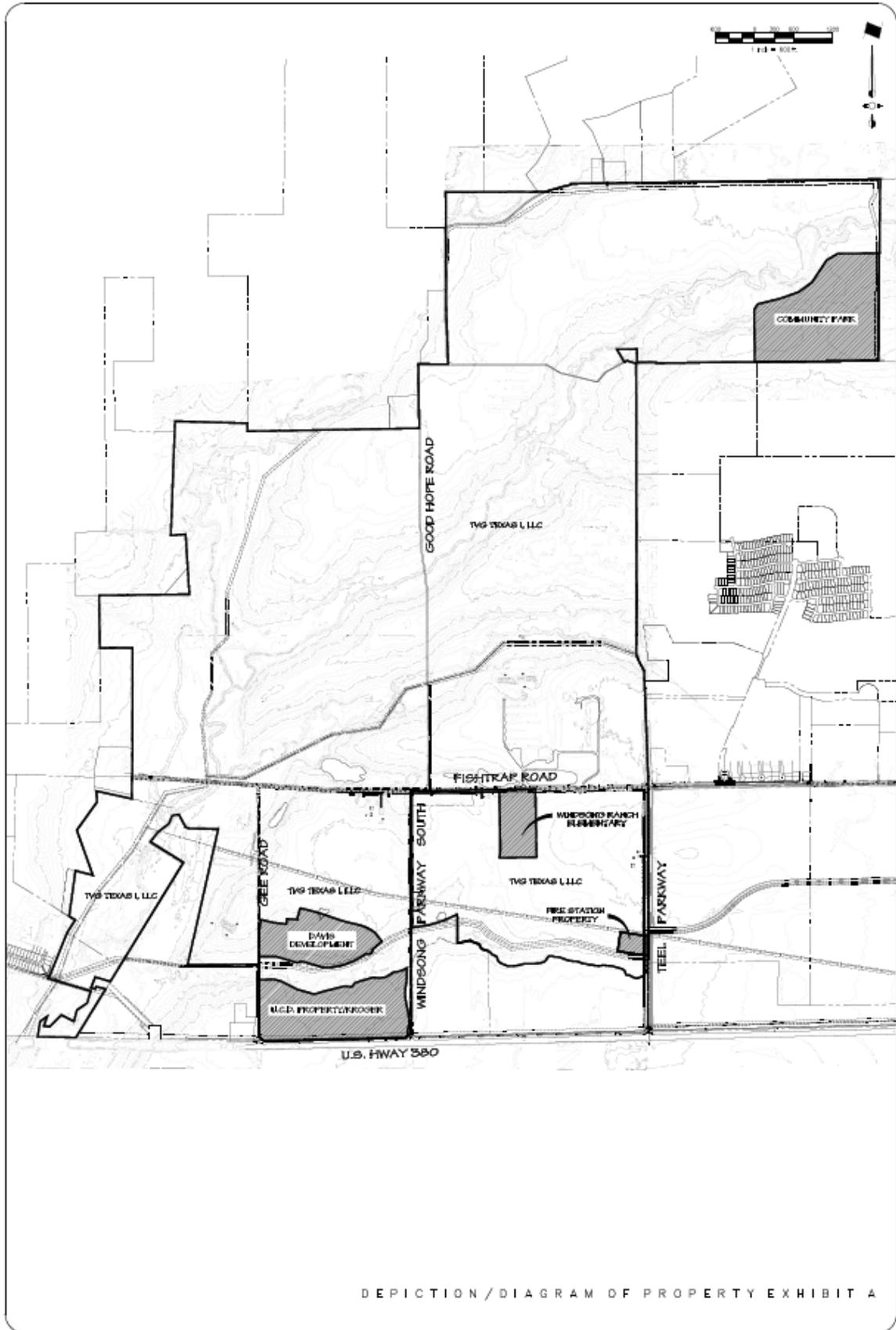
$N 33^{\circ}40'37'' E$, 415.74 feet, to a point for corner;

$N 59^{\circ}33'47'' E$, 193.49 feet, to a point for corner;

N 89°15'03" E, 592.25 feet, to a point for corner;

And S 89°20'10" E, 49.83 feet, to a point on the west line of said RH-Two tract;

THENCE, S 00°39'07" W, 1661.53 feet along the west line thereof to the POINT OF BEGINNING with the subject tract containing 2,531,541 square feet or 58.116 acres of land.



DEPICTION / DIAGRAM OF PROPERTY EXHIBIT A

EXHIBIT B
(Wastewater CIP Projects to be Constructed by Developer)

(SEE NEXT PAGE)

EXHIBIT C
(Anticipated Phasing of Development and Projected Wastewater Impact Fees)

(SEE NEXT 2 PAGES)

| Windsong Ranch - Prosper, Texas | | | |
|---|-------------------|--------------|--|
| Capital Improvement Projects (CIP) | | | |
| Development | | | Impact Fees Available (\$683/lot) |
| Phase | Lot Counts | Sewer | |
| West Prosper Road Project | 0 | \$0 | \$0 |
| West Side Utilities | 0 | See Below | \$0 |
| Multifamily* | 300 | \$0 | \$39,348 |
| Phases 1A & 1B | 175 | \$0 | \$119,525 |
| Phase 1C | 47 | \$0 | \$32,101 |
| Phase 1D | 54 | \$0 | \$36,882 |
| Phase 2A | 51 | \$0 | \$34,833 |
| Phase 2B | 47 | \$0 | \$32,101 |
| Phases 2C-1 | 158 | \$0 | \$107,914 |
| Phases 2C-2 | 60 | \$0 | \$40,980 |
| Phases 2C-3 | 82 | \$0 | \$56,006 |
| Phases 2D-1 | 89 | \$0 | \$60,787 |
| Phases 2D-2 | 72 | \$0 | \$49,176 |
| Phase 2E | 26 | \$0 | \$17,758 |
| Phase 3A-1 | 47 | \$0 | \$32,101 |
| Phase 3A-2 | 54 | \$0 | \$36,882 |
| Phase 3B | 50 | \$665,956 | \$34,150 |

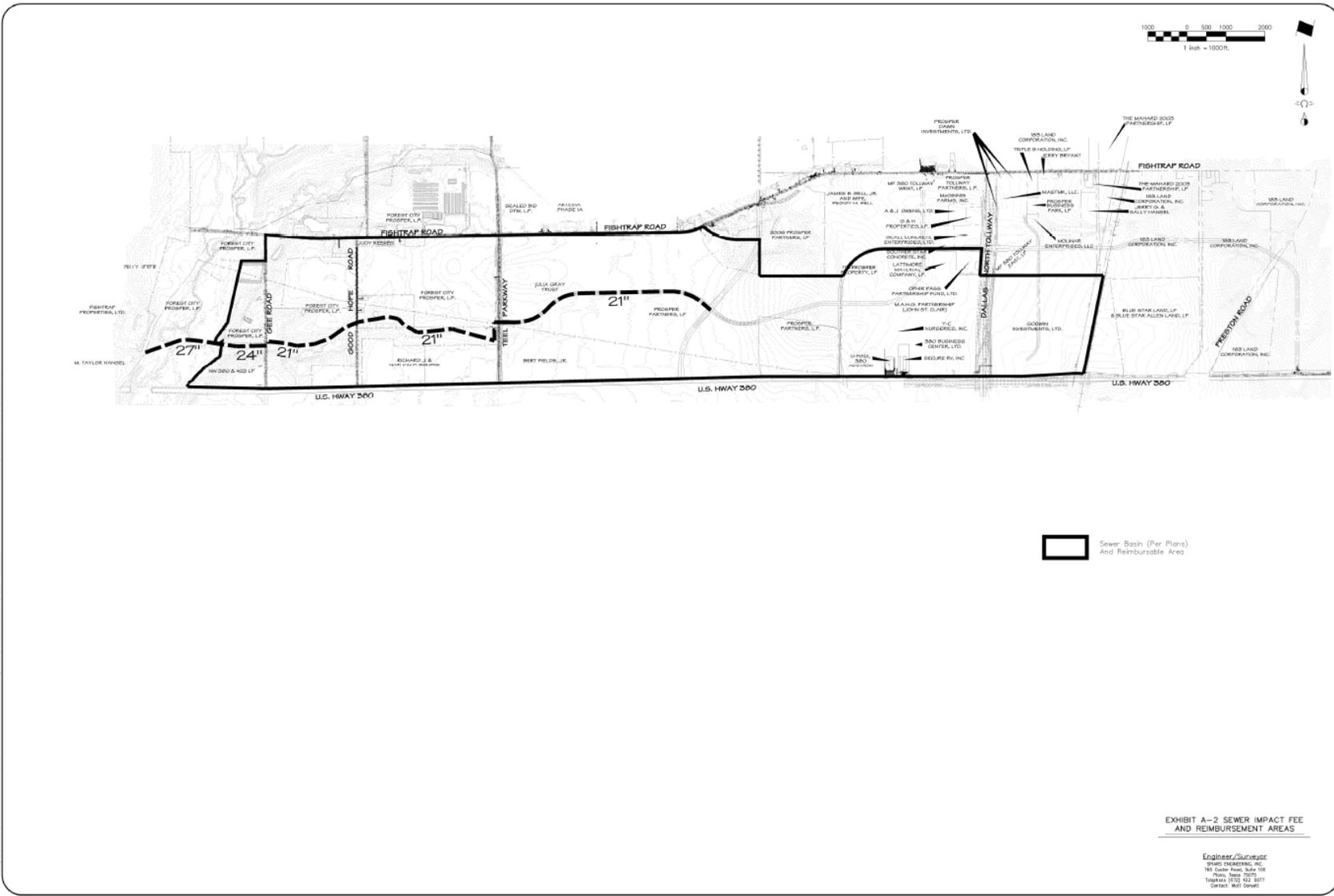
| | | | |
|---------------|-------------|--------------------|--------------------|
| Phase 3C | 88 | \$343,998 | \$60,104 |
| Phase 3D | 87 | \$946,602 | \$59,421 |
| Phase 4A | 127 | \$0 | \$86,741 |
| Phase 4B | 63 | \$0 | \$43,029 |
| Phase 4C | 67 | \$0 | \$45,761 |
| Phase 4D | 112 | \$0 | \$76,496 |
| Phase 5A | 149 | \$472,450 | \$101,767 |
| Phase 5B | 140 | \$197,431 | \$95,620 |
| Phase 6A | 66 | \$270,805 | \$45,078 |
| Phase 6B | 136 | \$0 | \$92,888 |
| Phase 6C | 103 | \$0 | \$70,349 |
| Phase 7A | 91 | \$0 | \$62,153 |
| Phase 7B | 189 | \$218,334 | \$129,087 |
| Phase 7C | 135 | \$362,582 | \$92,205 |
| Phase 8 | 237 | \$301,110 | \$161,871 |
| Phase 9 | 72 | \$388,650 | \$49,176 |
| Totals | 3174 | \$4,167,918 | \$2,002,290 |

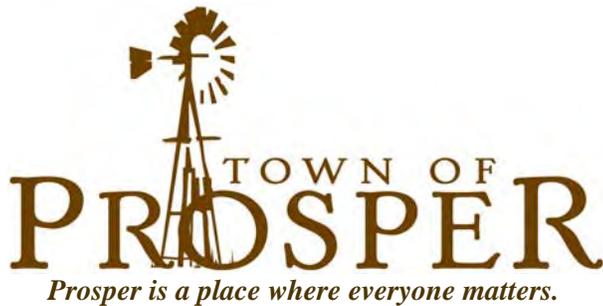
NOTES:

Existing West Side Utilities Agmt. Reimbursement due TVG: \$2,044,964
(includes wider service area)

EXHIBIT D
(Wastewater CIP Projects Reflected in Existing Agreement)

(SEE NEXT PAGE)





ENGINEERING

To: Mayor and Town Council

From: Hulon T. Webb, Jr, P.E., Executive Director of Development and Community Services

Through: Harlan Jefferson, Town Manager

Re: Town Council Meeting – January 26, 2016

Agenda Item:

Consider and act upon authorizing the Town Manager to execute a Roadway Impact Fees Reimbursement Agreement between TVG Texas I, LLC, and the Town of Prosper, Texas, related to the extension of thoroughfares to serve the Windsong Ranch development.

Description of Agenda Item:

TVG Texas I, LLC, is developing Windsong Ranch and in order to facilitate the development, they will be required to extend several thoroughfares as depicted on the Town of Prosper Thoroughfare Plan.

Since the proposed thoroughfares are depicted on the Town of Prosper Thoroughfare Plan, the actual costs for the design and construction of the improvements are eligible for reimbursement of roadway fees collected from the development. The purpose of the Roadway Impact Fees Reimbursement Agreement is to outline the obligations of the Town of Prosper and TVG Texas I, LLC, related to the design, construction, and reimbursement of collected roadway impact fees to fund the projects.

Budget Impact:

Today's estimated cost for the design and construction of all of the anticipated thoroughfares is \$11,938,285. The current anticipated roadway impact fees owed by the Windsong Ranch development are \$11,666,598. Per the terms of an existing West Prosper Roads Agreement between the Town of Prosper, TVG Texas I, LLC, M/I Homes of DFW, LLC, and Prosper Economic Development Corporation, the roadway impact fees collected within the limits of the Windsong Ranch development as depicted in roadway service areas exhibit in the West Prosper Roads Agreement, will be credited first towards the West Prosper Roads Agreement. The reimbursement to TVG Texas I, LLC, as outlined in that agreement is \$3,565,033, and is included in the \$11,938,285 estimated cost outlined in the Roadway Impact Fees Reimbursement Agreement. Once the reimbursement obligations of that agreement are met, any roadway impact fees collected within the service area depicted in this agreement will be paid to TVG Texas I, LLC, to reimbursement for the extension of the thoroughfare associated with the Windsong Ranch development. If after ten years there still exists a balance of reimbursements due, the Town will reimburse TVG Texas I, LLC, from applicable roadway impact fee funds. Since the anticipated roadway impact fees owed by the Windsong Ranch development are less than the estimated cost of the anticipated thoroughfares and reimbursement obligations of the existing West Prosper Roads Agreement, additional reimbursement from the roadway impact fee fund is expected if all thoroughfares are constructed.

Legal Obligations and Review:

Terrence Welch of Brown & Hofmeister, L.L.P., has reviewed the agreement as to form and legality. TVG Texas I, LLC, will contribute \$5,000 towards the legal preparation fees.

Attached Documents:

1. Town of Prosper Thoroughfare Plan
2. Roadway Impact Fees Reimbursement Agreement

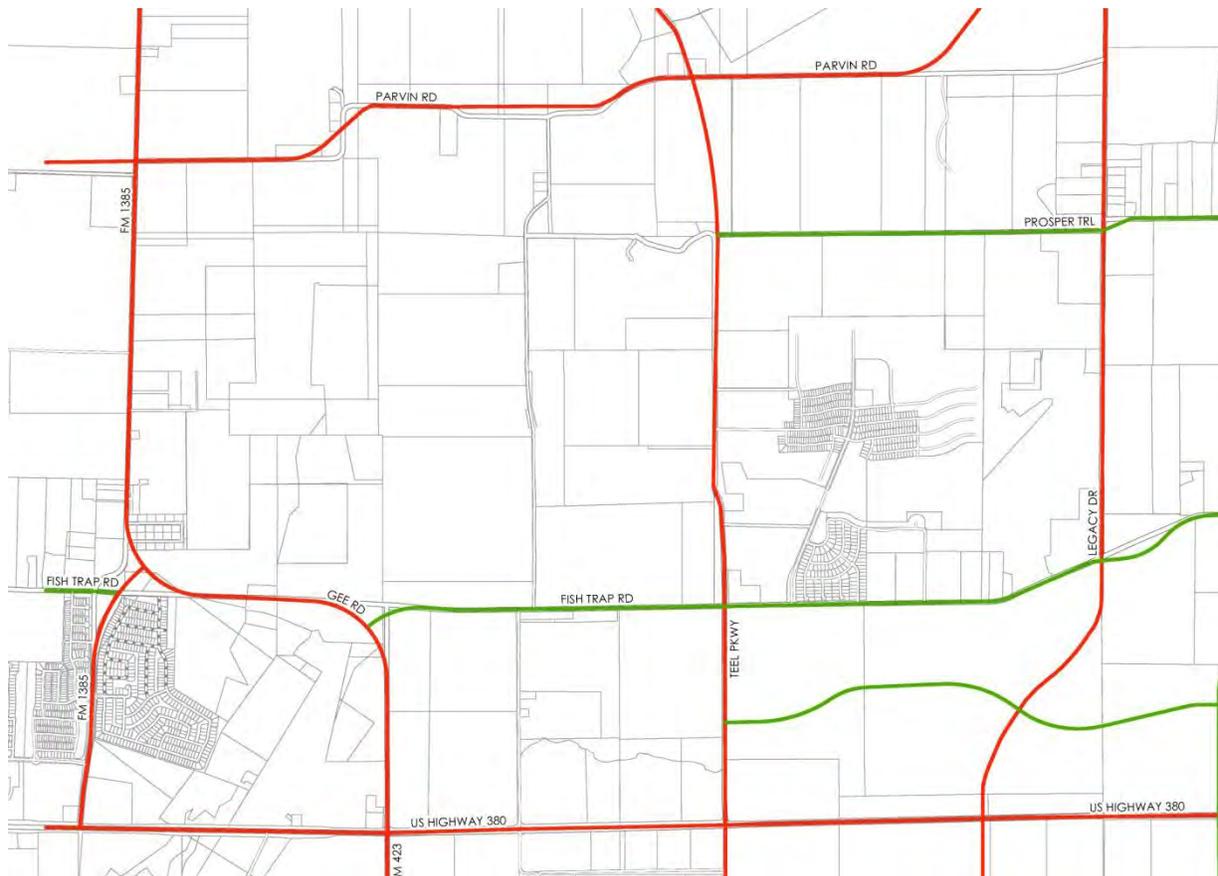
Town Staff Recommendation:

Town staff recommends that the Town Council authorize the Town Manager to execute a Roadway Impact Fees Reimbursement Agreement between TVG Texas I, LLC, and the Town of Prosper, Texas, related to the extension of thoroughfares to serve the Windsong Ranch development.

Proposed Motion:

I move to authorize the Town Manager to execute a Roadway Impact Fees Reimbursement Agreement between TVG Texas I, LLC, and the Town of Prosper, Texas, related to the extension of thoroughfares to serve the Windsong Ranch development.

Town of Prosper Thoroughfare Plan – Windsong Ranch



WINDSONG RANCH ROADWAY IMPACT FEES REIMBURSEMENT AGREEMENT

THIS WINDSONG RANCH ROADWAY IMPACT FEES REIMBURSEMENT AGREEMENT (“Agreement”) is made and entered into this ____ day of _____, 2016, by and between the Town of Prosper, Texas (“Prosper” or the “Town”), and TVG Texas I, LLC (“Developer”), collectively referred to as the “Parties.”

WITNESSETH:

WHEREAS, Developer is developing a project in the Town known as Windsong Ranch (“Windsong Ranch”), which development previously has been approved, in part, by the Town, and which contains multiple development phases; and

WHEREAS, the legal descriptions of the Windsong Ranch property (“Property”) are attached hereto as Exhibit A (provided, however, various portions have been sold to date); and

WHEREAS, the Town and Developer wish to address the construction of thoroughfares as well as the timing, construction and payment of associated costs thereof, related to Windsong Ranch; and

WHEREAS, the Town and Developer acknowledge that the construction of thoroughfares to and in Windsong Ranch is desirable; however, both parties recognize the capital costs associated with the construction of thoroughfares to and in Windsong Ranch; and

WHEREAS, the Town has adopted a Roadway Capital Improvements Plan (“Roadway CIP”) as part of its impact fee ordinance, contained in Article 10.02 of Chapter 10 of the Town’s Code of Ordinances, as amended, all of which was adopted pursuant to the authority contained in Chapter 395 of the Texas Local Government Code, as amended; and

WHEREAS, in an effort to facilitate the construction of thoroughfares serving Windsong Ranch, the parties have agreed to the terms and provisions of this Agreement; and

WHEREAS, this Agreement clearly is in the best interests of the Town and Developer and it is deemed mutually beneficial to each that the construction of thoroughfares and the development of Windsong Ranch proceed uniformly; and

WHEREAS, the Town and Developer agree and acknowledge the West Prosper Roads Agreement which relates, in part, to roadway projects and roadway impact fees, as more fully described herein.

NOW, THEREFORE, in consideration of the foregoing premises and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Town and Developer covenant and agree as follows:

1. **Roadway Impact Fees and Roadway CIP Projects.** Builders on land within Windsong Ranch shall be subject to and shall pay the Town roadway impact fees, currently estimated at \$11,666,598.00, pursuant to applicable provisions of the Town's Code of Ordinances, as amended. In each phase of development there are those impact-fee eligible roadway projects ("Roadway CIP Projects") which are identified on the Town's Roadway CIP that Developer agrees and has agreed to construct, if and to the extent Developer elects to develop the applicable phase of Windsong Ranch, which possible Roadway CIP Projects being reflected in attached Exhibit B, incorporated by reference. The Roadway CIP Projects for Phases 1A and 3A1, already completed, are approved as Roadway CIP Projects hereunder and are eligible for reimbursement.

2. **Construction Costs and Reimbursement.** Provided Developer constructs, and the Town accepts, any Roadway CIP Project contemplated by this Agreement, Developer shall be reimbursed impact fee-eligible costs for the construction costs associated with the Roadway CIP Project. The phrase "construction costs" as used herein shall mean the actual construction costs, including design costs, construction costs, engineering costs, surveying costs and geotechnical materials testing associated with the Roadway CIP Project. The current estimated construction costs for the Roadway CIP Projects is \$11,938,285.00. No construction costs for any Roadway CIP Project shall be incurred by Developer until Developer submits the construction costs to the Town Engineer for review and written approval (the costs for Phase 1A and 3A1 having been deemed approved). The Town will use its reasonable efforts to forward any reimbursement amount to Developer, quarterly and as applicable, on January 15, April 15, July 15, and October 15 of each year beginning the first quarterly date after the Town accepts any Roadway CIP Project.

3. **Reimbursements from Roadway Impact Fees.** Any reimbursement to Developer contemplated by this Agreement shall come only from roadway impact fees collected by the Town from eligible development in Windsong Ranch. The reimbursement of roadway impact fees for any Roadway CIP Project shall cease when the amount tendered, through the reimbursement of collected roadway impact fees equals the construction costs, defined above. Attached hereto and incorporated by reference is Exhibit C, which exhibit reflects the current proposed phasing of the Property and anticipated roadway impact fees to be collected by Town and reimbursed to Developer by the Town.

4. **Timing of Reimbursement by the Town.** Roadway impact fees collected by the Town shall be reimbursed to Developer by eligible Roadway CIP Project costs, based upon the order of the Town's acceptance of the Project. For purposes of clarification, upon the Town's acceptance of the first Roadway CIP Project, Developer shall receive reimbursement until Developer is paid the full amount deemed eligible for reimbursement. If a second Roadway CIP Project is accepted by the Town prior to full reimbursement for the first Roadway CIP Project, no reimbursements shall

be paid for the second Roadway CIP Project until reimbursement for the first Roadway CIP Project has been made in full.

5. **Obligation to Reimburse.** In the event that full reimbursement has not been made to Developer by the Town after the expiration of ten (10) years from the date of acceptance of the final Roadway CIP Project for Windsong Ranch, as reflected in the Roadway CIP and as contemplated by this Agreement, the Town shall endeavor to reimburse Developer from applicable roadway impact fee funds.

6. **Third Party Roadway Project Rights-of-way.** (a) The parties shall cooperate with each other in obtaining from third parties any and all rights-of-way (“Third Party Roadway Project Rights-of-way”) for any Roadway CIP Project depicted in Exhibit B.

(b) Developer shall be responsible for any and all costs and expenses associated with acquiring, by purchase or condemnation, all Third Party Roadway Project Rights-of-way, including, but not limited to, title work, appraisals, expert fees, attorneys’ fees and expenses, engineering fees and expenses, surveying fees and expenses, court costs, commissioner’s fees and costs of appeal, if any (“Right-of-way Acquisition Fees”). If requested by the Town, Developer shall, at its sole cost and expense, lead all right-of-way acquisition efforts for the Third Party Roadway Project Rights-of-way, including, but not limited to, providing all necessary engineering and surveying support required to obtain the Third Party Roadway Project Rights-of-way as required. Developer shall pay any and all Right-of-way Acquisition Fees within twenty-one (21) calendar days of receiving a written request from the Town for the same.

(c) The Town will, at Developer’s sole cost and expense, provide, among any other assistance deemed reasonably necessary by the Town, technical, engineering, legal and administrative assistance, as selected by the Town, to acquire, by purchase or condemnation, the Third Party Roadway Project Rights-of-way. The Town shall review and approve any and all documents associated with the Third Party Roadway Project Rights-of-way required herein. If the Town determines, in its reasonable discretion, that condemnation proceedings are necessary to secure the Third Party Roadway Project Rights-of-way, the Town shall have the right to, at Developer’s sole cost and expense, take any and all steps the Town deems necessary to initiate said proceedings.

(d) The Third Party Roadway Project Rights-of-way shall be filed and recorded prior to the commencement of construction of any Roadway CIP Project or any portion thereof, unless a Right of Entry is secured, a condemnation award is tendered with the registry of the court and/or a right of possession by any other means is obtained on an earlier date.

(e) If the Third Party Roadway Project Rights-of-way are not obtained, or the Town has not secured the right to possess, in a form reasonably acceptable to the Town, the land made the subject of the Third Party Roadway Project Rights-of-way, within ninety (90) days after the execution hereof on terms acceptable to the Town, then the Town shall commence, and thereafter diligently pursue to completion, condemnation

proceedings to obtain such Third Party Roadway Project Rights-of-way as soon as reasonably possible. Notwithstanding anything to the contrary herein, the Town and Developer agree that the Town may initiate condemnation proceedings prior to the expiration of the ninety (90) days referred to in this Paragraph.

7. **West Prosper Roads Agreement and Its Applicability.** (a) The Property, or a portion thereof, is subject to an existing Agreement entitled the "West Prosper Roads Agreement." The West Prosper Roads Agreement is filed in Denton County as Instrument 2015-23715. A depiction of the roadway service areas for the West Prosper Roads Agreement is attached hereto as Exhibit D. The West Prosper Roads Agreement is senior in priority to this Agreement with regard to receipt of reimbursements for the property located within the West Prosper Road Agreement's roadway service area.

(b) Once the reimbursement obligations are met for the West Prosper Roads Agreement, roadway impact fees collected by the Town related to service contemplated by this Agreement, including fees collected with respect to service to property other than the Property, shall be paid to Developer until the entire amount due to Developer is paid in full.

(c) Developer and the Town acknowledge and agree that: (i) the roadway impact fees collected may be less than the reimbursements to which Developer is entitled and the Town does not guarantee the amount of roadway impact fees that will be collected; and (ii) roadway impact fees owed on the Property shall be paid in accordance with the Town's impact fee ordinance, as amended.

8. **Assignment.** Developer shall have the right to assign this Agreement, in whole or in part, only to one or more parties purchasing undeveloped portions of Windsong Ranch, which party (or parties) shall have the option to construct any Roadway CIP Projects located in such portions. As to the sale of land by Developer to any party to whom this Agreement has not been assigned, in whole or in part, the purchaser thereof shall have no rights or obligations under this Agreement and this Agreement shall not apply with respect to such land. This Agreement shall not be filed of record.

9. **Default.** If Developer fails to comply with any provision of this Agreement after receiving fifteen (15) days written notice to comply from Town or such longer period as may be reasonably necessary provided that Developer commences to cure the default or breach within the 15-day period and proceeds with reasonable diligence thereafter to complete such cure, then so long as such default continues and is not cured, Town shall have the following remedies, in addition to Town's other rights and remedies:

(a) to refuse to accept any public improvements as to the applicable portion of Windsong Ranch to which the default relates; and/or

reasonable costs and attorney's fees (including its reasonable costs and attorney's fees on any appeal).

14. **Sovereign Immunity.** The parties agree that Town has not waived its sovereign immunity by entering into and performing its obligations under this Agreement; however, for purposes of enforcement of this Agreement, Town agrees that it has waived its sovereign immunity, and to that extent only.

15. **Effect of Recitals.** The recitals contained in this Agreement: (a) are true and correct as of the effective date; (b) form the basis upon which the parties negotiated and entered into this Agreement; (c) are legislative findings of the Town Council; and (d) reflect the final intent of the parties with regard to the subject matter of this Agreement. In the event it becomes necessary to interpret any provision of this Agreement, the intent of the parties, as evidenced by the recitals, shall be taken into consideration and, to the maximum extent possible, given full effect. The parties have relied upon the recitals as part of the consideration for entering into this Agreement and, but for the intent of the parties reflected by the recitals, would not have entered into this Agreement.

16. **Consideration.** This Agreement is executed by the parties hereto without coercion or duress and for substantial consideration, the sufficiency of which is forever confessed.

17. **Counterparts.** This Agreement may be executed in a number of identical counterparts, each of which shall be deemed an original for all purposes. A facsimile signature will also be deemed to constitute an original if properly executed.

18. **Entire Agreement.** This Agreement contains the entire agreement between the parties hereto and supersedes all prior agreements, oral or written, with respect to the subject matter hereof. The provisions of this Agreement shall be construed as a whole and not strictly for or against any party.

19. **Savings/Severability.** Invalidation of any one of the provisions of this document by judgment or court order shall in no way affect any of the other provisions, which shall remain in full force and effect. In the event any provision of this Agreement shall be determined by any court of competent jurisdiction to be invalid or unenforceable, the Agreement shall, to the extent reasonably possible, remain in force as to the balance of its provisions as if such invalid provision were not a part hereof.

20. **Notification of Sale or Transfer.** The Developer shall notify the Town in writing of a sale or transfer of all or any portion of the Property where Developer plans to assign all or a portion of this Agreement, as contemplated herein, within ten (10) business days of such sale or transfer.

21. **Authority to Execute.** The Agreement shall become a binding obligation on the signatories upon execution by all signatories hereto. The Town warrants and

represents that the individual executing this Agreement on behalf of the Town has full authority to execute this Agreement and bind the Town to the same. This Agreement is and shall be binding upon the Developer, its successors, heirs, assigns, grantees, vendors, trustees, representatives, and all others holding any interest now or in the future.

22. **Mediation.** In the event of any disagreement or conflict concerning the interpretation of this Agreement, and such disagreement cannot be resolved by the signatories hereto, the signatories agree to submit such disagreement to mediation.

23. **Indemnification.** From the Effective Date of this Agreement to the date on which all work with respect to a Roadway CIP Project is completed and all improvements, as contemplated herein, have been accepted by the Town, Developer, individually and on behalf of its respective officers, directors, partners, employees, representatives, agents, successors, assignees, vendors, grantees and/or trustees, does hereby agree to release, defend, indemnify and hold harmless Town and its elected and appointed officials, officers, employees and agents from and against all damages, injuries (including death), claims, property damages (including loss of use) losses, demands, suits, judgments and costs, including reasonable attorney's fees and expenses (including attorney's fees and expenses incurred in enforcing this indemnity), caused by the negligent, grossly negligent, and/or intentional act and/or omission of the applicable developer, its officers, directors, partners, employees, representatives, agents, or any other third parties for whom such developer is legally responsible, in its/their performance of this Agreement, including but not limited to, the construction of the Roadway CIP Projects contemplated herein (hereinafter "claims"). Developer is expressly required to defend the Town against all such claims arising under this Agreement, and the Town is required to reasonably cooperate and assist developer(s) in providing such defense.

24. **Approval of Counsel.** In its reasonable discretion, the Town shall have the right to approve counsel to be retained by Developer in fulfilling its obligation hereunder to defend and indemnify the Town. The Town reserves the right to provide a portion or all of its' own defense, at its sole cost; however, the Town is under no obligation to do so. Any such action by the Town is not to be construed as a waiver of Developer's obligation to defend the Town or as a waiver of Developer's obligation to indemnify the Town pursuant to this Agreement. Developer shall retain Town-approved defense counsel within seven (7) business days of the Town's written notice that the Town is invoking its right to indemnification under this Agreement.

25. **Survival.** Paragraph 23, "Indemnification," shall survive the termination of this Agreement.

26. **Additional Representations.** Each signatory represents this Agreement has been read by the Party for which this Agreement is executed and that such Party has had the opportunity to confer with its counsel.

27. **Miscellaneous Drafting Provisions.** This Agreement shall be deemed drafted equally by all Parties hereto. The language of all parts of this Agreement shall be construed as a whole according to its fair meaning, and any presumption or principle that the language herein is to be construed against any Party shall not apply.

28. **No Third Party Beneficiaries.** Nothing in this Agreement shall be construed to create any right in any third party not a signatory to this Agreement, and the Parties do not intend to create any third party beneficiaries by entering into this Agreement.

29. **Applicability of Town Ordinances.** The signatories hereto shall be subject to all applicable ordinances of the Town, whether now existing or in the future arising.

30. **Rough Proportionality.** Developer hereby agrees that any land or property donated and/or dedicated pursuant to this Agreement, whether in fee simple or otherwise, to the Town relative to any development on the Property is roughly proportional to the need for such land and Developer hereby waives any claim therefor that it may have. Developer further acknowledges and agrees that all prerequisites to such a determination of rough proportionality have been met, and that any costs incurred relative to said donation are related both in nature and extent to the impact of the development referenced herein. Both Developer and the Town further agree to waive and release all claims one may have against the other related to any and all rough proportionality and individual determination requirements mandated by the United States Supreme Court in *Dolan v. City of Tigard*, 512 U.S. 374 (1994), and its progeny, as well as any other requirements of a nexus between development conditions and the provision of roadway services to the Property.

31. **Attorney's Fees.** Developer agrees to pay, or cause to be paid, to Prosper any attorney's fees charged to Prosper by Prosper's legal counsel for, among other things, legal review and revision of this Agreement and all further agreements, ordinances or resolutions contemplated by this Agreement, negotiations and discussions with Developer's attorney and the provision of advice to applicable Prosper Town Staff and the Prosper Town Council, in an amount not to exceed \$5,000.00 within ten (10) days upon receipt of an invoice of same from Prosper.

IN WITNESS WHEREOF, the parties hereto have caused this document to be executed as of the date first above written.

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THE TOWN OF PROSPER, TEXAS

By: _____
Name: Harlan Jefferson
Title: Town Manager

STATE OF TEXAS)
)
COUNTY OF COLLIN)

This instrument was acknowledged before me on the ____ day of _____, 2016, by Harlan Jefferson, Town Manager for the Town of Prosper, Texas, on behalf of the Town of Prosper, Texas.

Notary Public, State of Texas

TVG TEXAS I, LLC, a Texas limited liability company

By: BP-Terra Verde Investors, LLC, a Delaware limited liability company, its sole member;

By: Terra Verde BP Manager, LLC, a Delaware limited liability company, its managing member

By: _____
D. Craig Martin
Title: Manager

STATE OF TEXAS)
)
COUNTY OF _____)

Before me, the undersigned authority, a notary public in and for the State of Texas, on this day personally appeared D. Craig Martin, Manager of Terra Verde BP Manager, LLC, a Delaware limited liability company, managing member of BP-Terra Verde Investors, LLC, a Delaware limited liability company, the sole member of TVG TEXAS I, LLC, a Texas limited liability company, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purpose and consideration expressed, and in the capacity therein stated, on behalf of such entities.

Given under my hand and seal of office this _____ day of _____, 2016.

Notary public in and for the State of _____
My commission expires: _____

EXHIBIT A
(Property Legal Description)

Windsong Ranch CIP Thoroughfare Reimbursement Agreement

BEING a tract of land out of the M.E.P. & P.R.R. SURVEY, Abstract No. 1476, P. BARNES SURVEY, Abstract No. 79, the B. HADGES SURVEY, Abstract No. 593, the A.B. JAMISON SURVEY, Abstract No. 672, the B.B. WALTON SURVEY, Abstract No. 1369, the T. BUTTON SURVEY, Abstract No. 88, the P.R. RUE SURVEY, Abstract No. 1555, the J. TETTER SURVEY, Abstract No. 1262, the L. NETHERLY SURVEY, Abstract No. 962, the B. RUE SURVEY, Abstract No. 1113, the A. ROBERTS SURVEY, Abstract No. 1115, the R. YATES SURVEY, Abstract No. 1538, the L. RUE SURVEY, Abstract No. 1110, the J. MORTON SURVEY, Abstract No. 793, the H.P. SALING SURVEY, Abstract No. 1628, the J. BATES SURVEY, Abstract No. 1620, the C. SMITH SURVEY, Abstract No. 1681, and the L. SALING SURVEY, Abstract No. 1675, in Denton County, Texas, being all of a called 2,128.515 acre tract of land described in deed to TVG TEXAS I, LLC, recorded in Document Number 2012-59927, Deed Records of Denton County, Texas (DRDCT), and being all of that certain tract described in deed to TVG TEXAS I, LLC, recorded in Document Number 2012-81508 DRDCT, and being more particularly described as follows:

BEGINNING at a PK Nail found at the approximate centerline intersection of Fish Trap Road and Fields Road;

THENCE S 00°00'44" E along Fields Road for a distance of 2295.24 feet to a point for corner;

THENCE S 89°59'16" W, 59.28 feet to the northeast corner of Block A, Lot 1, Teel Parkway Fire Station Plat as recorded in Document Number 2014-12, Plat Records of Denton County, Texas (PRDCT), to a point for corner

THENCE along the common line of Block A, Lot 1 the following courses:

N 81°33'39" W, 375.00 feet

S 08°26'31" W, 300.00 feet

S 81°33'39" E, 419.65 feet

N 89°58'23" E, 38.06 feet

THENCE S 00°01'37" E along Fields Road for a distance of 231.66 feet to a point for the northeast corner of that certain tract described in deed to Richard and Nathan Bontke, recorded in Document Number 2007-144901 DRDCT, said point being on the approximate centerline of a creek;

THENCE along said creek and the common line of said Bontke tract, the following courses, all to points for corner:

S 66°44'18" W, 11.20 feet; S 21°01'06" W, 17.75 feet; S 26°27'27" W, 12.20 feet;

S 32°45'20" W, 23.11 feet; S 30°59'18" W, 20.67 feet; S 37°11'19" W, 22.22 feet;

S 60°28'18" W, 22.38 feet; S 69°59'21" W, 88.69 feet; N 80°38'48" W, 12.36 feet;

N 66°22'07" W, 65.21 feet; N 61°03'03" W, 47.42 feet; S 83°53'17" W, 15.58 feet;
 N 83°39'45" W, 22.37 feet; N 44°27'19" W, 17.63 feet; N 19°20'11" W, 52.98 feet;
 N 38°10'44" W, 17.58 feet; N 57°56'15" W, 39.05 feet; N 74°26'38" W, 35.89 feet;
 N 73°55'32" W, 120.74 feet; N 82°33'23" W, 38.11 feet; N 88°19'50" W, 25.45 feet;
 N 85°30'05" W, 35.61 feet; N 81°41'39" W, 22.21 feet; N 89°29'59" W, 28.40 feet;
 S 75°32'40" W, 23.72 feet; S 86°52'08" W, 36.11 feet; N 87°03'12" W, 33.63 feet;
 N 83°51'37" W, 36.91 feet; N 72°58'42" W, 44.69 feet; S 82°23'06" W, 31.65 feet;
 N 72°39'57" W, 57.37 feet; S 88°59'22" W, 27.91 feet; N 71°41'45" W, 37.72 feet;
 N 68°17'49" W, 31.37 feet; N 63°27'08" W, 20.98 feet; N 80°08'47" W, 42.04 feet;
 S 86°28'24" W, 20.04 feet; N 85°29'57" W, 31.46 feet; N 81°15'31" W, 35.73 feet;
 N 77°20'51" W, 34.93 feet; N 73°15'04" W, 25.19 feet; N 69°01'34" W, 122.73 feet;
 N 88°23'15" W, 45.13 feet; N 84°15'03" W, 34.50 feet; N 68°35'21" W, 20.96 feet;
 N 89°38'54" W, 40.51 feet; S 77°55'05" W, 10.61 feet; S 60°58'09" W, 17.80 feet;
 S 33°33'22" W, 24.58 feet; S 31°22'02" W, 38.44 feet; S 48°21'18" W, 32.92 feet;
 S 63°27'27" W, 17.12 feet; S 76°17'31" W, 21.86 feet; S 77°22'23" W, 68.85 feet;
 S 84°32'16" W, 57.26 feet; S 89°34'09" W, 32.60 feet; N 89°16'19" W, 113.26 feet;
 S 76°15'03" W, 113.15 feet; S 84°15'01" W, 66.71 feet; S 89°47'00" W, 64.46 feet;
 N 85°07'24" W, 20.74 feet; N 71°27'35" W, 38.03 feet; N 65°46'21" W, 40.90 feet;
 N 61°22'46" W, 39.67 feet; N 53°54'49" W, 25.98 feet; N 38°29'09" W, 25.14 feet;
 N 27°16'23" W, 18.32 feet; N 08°55'12" W, 38.22 feet; N 51°21'43" W, 20.55 feet;
 N 65°08'32" W, 29.94 feet; N 61°58'24" W, 42.40 feet; N 39°49'39" W, 44.34 feet;
 And N 75°48'16" W, 34.26 feet to the common line between the first described Bontke
 tract, and a second tract described in deed to Richard and Nathan Bontke, recorded in
 Document Number 2009-10359 DRDCT;

THENCE continuing along the approximate centerline of said creek and along the common line thereof, the following courses, all to points for corner:

N 01°23'47" W, 11.81 feet;
 N 86°09'09" W, 30.78 feet;
 N 67°36'54" W, 70.47 feet;
 N 28°51'33" W, 81.03 feet;
 N 70°02'51" W, 125.09 feet;
 N 42°38'03" W, 20.94 feet;

And S 77°36'20" W, 203.71 feet to the southeast corner of that certain tract described in deed to Tim Moore, et al, recorded in Document Number 2009-120341 DRDCT;

THENCE Due North, 444.64 feet to the northeast corner thereof;

THENCE along the north line of said Moore tract, the following courses:

Around a non-tangent curve to the right having a central angel 2°28'53", a radius of
 5180.00 feet, a chord of S 66°43'38" W - 224.31 feet, an arc distance of 224.33 feet;
 Around a compound curve to the right having a central angel of 17°14'18", a radius of
 1530.00 feet, a chord of S 76°35'13" W - 458.59 feet, an arc distance of 460.32 feet;
 And around a reverse curve to the left having a central angel of 3°50'41", a radius of
 670.00 feet, a chord of S 83°17'02" W - 44.95 feet, an arc distance of 44.96 feet to a
 point on the east line of Good Hope Road for the northwest corner thereof;

THENCE N 00°08'10" W, 635.43 feet along said line to a 5/8" iron rod found;

THENCE N 00°08'34" W, 1241.08 feet to a fence corner;

THENCE N 00°08'34" W, 197.22 feet to a 1/2" iron rod with a yellow cap stamped "SPIARSENG" set at the intersection of Good Hope Road with Fish Trap Road, from which a PK nail found bears N 32°46'20" W, 40.57 feet;

THENCE N 89°14'54" E, 939.19 feet along the common line thereof to a 1/2" iron rod found;

THENCE N 88°58'23" E, 815.79 feet along the south line of said road;

THENCE N 00°02'49" W, 36.27 feet passing into said road, to a PK nail found;

THENCE S 89°03'42" W, 1776.94 feet along said road to a PK nail found at the intersection of Fish Trap Road and Good Hope Road, said PK nail being in the approximate centerlines thereof;

THENCE S 00°15'35" E, 3735.78 feet along the centerline of Good Hope Road to a point for corner;

THENCE S 44°23'26" W, 114.24 feet leaving said road to a TxDOT monument found on the north line of U.S. Highway 380 (a variable width right-of-way);

THENCE along the north line of said highway, the following courses:

S 88°34'34" W, 2061.88 feet;

S 88°50'58" W, 100.00 feet;

And S 89°09'27" W, 22.39 feet;

THENCE N 46°21'17" W, 111.89 feet departing said line to a PK nail found in the approximate centerline of Gee Road, and being on the east line of that certain tract described in deed to NW 380 & 423 LP, recorded in Document Number 2007-148600 DRDCT;

THENCE N 00°07'08" W, 1116.03 feet along said road and said line;

THENCE departing Gee Road, continuing along the common line of said NW 380 & 423 LP tract, the following courses:

S 89°00'13" W, 450.32 feet to a point for corner;

S 89°55'33" W, 645.33 feet to a fence post found for corner;

N 12°39'45" E, 2150.58 feet to a 1/2" iron pin found at corner;

N 88°32'53" W, 452.05 feet to a point for corner;

N 71°12'22" W, 50.19 feet to a point for corner;

N 27°52'12" W, 225.40 feet to a point for corner;

S 81°13'41" W, 101.01 feet to a point for corner;
 S 22°47'07" W, 137.89 feet to a point for corner;
 S 52°42'27" W, 203.71 feet to a point for corner;
 S 38°38'12" W, 198.71 feet to a point for corner;
 S 57°48'13" E, 602.40 feet to a point for corner;
 S 31°24'22" W, 2157.24 feet to a point at the northeast corner of a tract of land conveyed to the City of Irving according to the deed recorded in Volume 4871, Page 5128 (DRDCT);

THENCE around the boundary of said City of Irving tract, the following:

N 73°29'41" W, 241.29 feet to a point for corner;
 S 21°58'41" W, 181.00 feet to a point for corner;
 S 73°29'27" E, 67.00 feet to a point for corner;
 N 22°20'38" E, 41.52 feet to a point for corner;
 S 75°57'16" E, 152.12 feet to a 1/2" iron pin found at corner;

THENCE S 31°23'12" W along the west line of said NW 380 & 423 LP tract for a distance of 878.42 feet to a point on the north line of said US Highway 380;

THENCE N 88°41'34" W along said US Highway 380 for a distance of 587.94 feet to a point for corner;

THENCE along the east boundary of a tract of land conveyed to M. Taylor Hansel according to the deed recorded in County Clerks File Number 94-R0091793 (DRDCT), the following:

N 08°56'01" E, 240.78 feet to a point for corner;
 N 55°59'01" E, 132.20 feet to a point for corner;
 S 20°18'01" W, 155.70 feet to a point for corner;
 S 80°49'59" E, 88.40 feet to a point for corner;
 N 45°13'01" E, 261.10 feet to a point for corner;
 S 62°15'59" E, 216.20 feet to a point for corner;
 N 15°04'01" E, 184.70 feet to a point for corner;
 N 56°01'01" E, 183.40 feet to a point for corner;
 N 18°07'01" E, 197.90 feet to a point for corner;
 And N 73°19'59" W, 688.80 feet to a Corps of Engineers monument found at the Southeast corner of Glenbrook Estates Phase 1, according to the filed plat recorded in Cabinet X, Page 718 of the Plat Records of Denton County Texas (PRDCT);

THENCE along the boundary line of said Glenbrook Estates Phase 1, the following:

N 29°02'03" E, 67.81 feet to a point for corner;
 N 22°04'26" E, 710.31 feet to a Corps of Engineers monument found at corner;
 N 33°00'31" E, 221.33 feet to a Corps of Engineers monument found at corner;
 And N 58°30'15" W, 111.85 feet to a point at the southeast corner of a tract of land conveyed to FISHTRAP 45, LP, according to the deed recorded in Instrument Number 2012-76064 DRDCT;

THENCE N 07°55'24" E, 710.05 feet along the common line thereof, to a point for the northeast corner thereof;

THENCE along the boundary of a tract of land conveyed to FISHTRAP 45, LP, according to the deed recorded in Instrument Number 2009-148492 (DRDCT), the following:

S 75°24'16" E, 275.45 feet to a Corps of Engineers monument found at corner;
 N 19°28'37" W, 739.75 feet to a Corps of Engineers monument found at corner;
 N 35°34'01" E, 531.05 feet to a Corps of Engineers monument found at corner;
 N 02°04'22" W, 172.83 feet to a Fence Post found at corner being in the south line of a tract of land conveyed to Mary Weber, et al, according to the deed recorded in County Clerks File Number 94-R0031655 (DRDCT);

THENCE S 77°28'43" E along said Weber tract for a distance of 553.04 feet to a Corps of Engineers monument found at corner;

THENCE N 01°16'36" E along the east line of said Weber tract for a distance of 278.91 feet to a 1/2" iron rod found for corner;

THENCE N 00°59'53" E continuing along the east line of said Weber tract for a distance of 510.60 feet to a Corps of Engineers monument found at corner;

THENCE along the boundary of a tract of land conveyed to Buy Blowfish, Ltd, according to the deed recorded in Instrument Number 2010-75453 (DRDCT), the following:

N 00°57'07" W, 149.86 feet to a Corps of Engineers monument found at corner;
 N 00°06'44" E, 1393.34 feet to a 1/2" iron rod found for corner;
 N 89°49'12" W, 505.03 feet to a Fence Post Found for corner;
 N 00°50'11" W along the east line of a tract of land conveyed to Benny Noles according to the deed recorded in Volume 2299, Page 94 (DRDCT) for a distance of 810.75 feet to Fence Post Found for corner;

THENCE N 89°17'21" E part of the way along the south line of a tract of land conveyed to Lanell Giles according to the deed recorded in Instrument Number 02-25573 (DRDCT) and part of the way along the south line of a tract of land conveyed to Walter Fain according to the deed recorded in Instrument Number 04-95008 (DRDCT), for a total distance of 1389.64 feet to a point for corner;

THENCE N 03°32'47" W along the east line of said Fain and the east line of said Giles tract for a total distance of 929.90 feet to a 1/2" iron rod found for corner;

THENCE continuing along the boundary of said Lanell Giles tract, the following:

S 85°47'35" W, 228.77 feet to a point for corner;
 N 02°06'10" E, 1767.38 feet to a 3/8" iron rod found for corner;
 S 88°23'11" E, 1111.78 feet to a point for corner in the west line of a tract of land conveyed to Sammie Carey according to the deed recorded in Volume 2336, Page 541 (DRDCT);

THENCE S 00°10'32" W along said west line, 125.32 feet to a point for corner;

THENCE N 88°59'25" E along the south line of said Carey tract and the south line of a tract of land conveyed to Florine Allen according to the deed recorded in Volume 375, Page 395 (DRDCT) for a total distance of 2644.08 feet to a 1/2" iron rod found for corner in the approximate centerline of Good Hope Road;

THENCE N 00°48'55" W along the approximate centerline of said Good Hope Road for a distance of 992.21 feet to a 1/2" iron rod found for corner;

THENCE S 89°44'00" E, 457.55 feet to a point for corner towards the east side of said Good Hope Road;

THENCE N 01°47'00" W along said east line, 935.34 feet to a point for corner;

THENCE N 00°15'22" W along said east line and along the east line of a tract of land conveyed to Brice Jackson, et al, for a total distance of 1726.79 feet to a point for corner;

THENCE N 89°45'36" E along the south line of said Jackson tract and the south line of a tract of land conveyed to Smiley Road, Ltd according to the deed recorded in Instrument Number 2006-15660 (DRDCT), for a distance of 1544.30 feet to a PK Nail Found for corner in the approximate centerline of Parvin Road;

THENCE along the approximate centerline of said Parvin Road, the following:

N 70°10'39" E, 77.52 feet to a point for corner;

N 74°05'38" E, 206.69 feet to a point for corner;

N 77°25'29" E, 112.34 feet to a 1/2" iron rod found for corner;

N 01°25'12" E, 17.04 feet to a point for corner;

N 89°08'54" E, 1300.08 feet to a 1/2" iron rod found for corner;

N 89°09'15" E, 3454.64 feet to a 1/2" iron rod found for corner;

THENCE S 00°39'16" W along the west line of a tract of land conveyed to RH-TWO, LP according to the deed recorded in Instrument Number 2004-0086307 (DRDCT), for a distance of 2807.86 feet to a PK Nail Found for corner in the approximate centerline of Prosper Road;

THENCE S 89°23'36" W along said approximate centerline, 3412.71 feet to a 1/2" iron rod found for corner;

THENCE N 00°12'44" W departing said centerline, for a distance of 16.61 feet to a point for corner on the north edge of said Prosper Road;

THENCE S 89°49'30" W along said north edge, 297.09 feet to a 5/8" iron rod found for corner;

THENCE along the boundary of a tract of land conveyed to Teel Corner, LLC according to the deed recorded in Instrument Number 2010-56964 (DRDCT), the following:

N 00°04'00" E, 199.34 feet to a point for corner;
 S 89°41'17" W, 307.78 feet to a point for corner;
 S 30°05'33" E, 230.00 feet to a point for corner;
 N 60°53'04" E, 46.09 feet to a point for corner;
 S 72°15'12" E, 126.57 feet to a point for corner;
 N 89°41'15" E, 21.70 feet to a point for corner;

THENCE along the approximate centerline of said Fields Road, the following:

S 00°02'02" W, 1546.31 feet to a point for corner;
 S 00°08'41" E, 1196.19 feet to a 1/2" iron rod found for corner;
 S 00°19'01" E, 1051.65 feet to a 1/2" iron rod found for corner;
 S 00°46'08" W, 705.12 feet to a point for corner;
 S 20°37'31" E, 96.22 feet to a point for corner;
 S 28°15'33" E, 189.49 feet to a 3/8" iron rod found for corner;
 And S 02°06'16" E a distance of 1803.09 feet to the POINT OF BEGINNING and containing 88,415,950 square feet or 2029.751 acres of land.

**SAVE AND EXCEPT 1
 FIRE STATION PROPERTY**

BEING a tract of land situated in the C. Smith Survey, Abstract No. 1681, City of Prosper, Denton County, Texas, the subject tract being a portion of a tract of land conveyed to TVG Texas I, LLC according to the deed recorded in Document No. 2012-59927 of the Official Public Records, Denton County, Texas (OPRDCT), the subject tract being more particularly described as follows:

BEGINNING at a point in Teel Parkway and on the most southerly east line of said TVG Texas tract, from which a PK nail set at the approximate centerline of Fish Trap Road and Teel Parkway, being an easterly corner of said TVG Texas tract, bears N 00°00'44" W, 2295.24 feet;

THENCE along Teel Parkway, the following:

S 00°00'44" E, 32.25 feet;

S 89°25'36" W, 21.23 feet;

And S 00°01'37" E, 270.83 feet to a point for corner;

THENCE S 89°58'23" W, 38.06 feet to a 1/2" iron rod with plastic cap stamped "SPIARSENG" set on the west line of Teel Parkway;

THENCE N 81°33'39" W, 419.65 feet to a 1/2" iron rod with plastic cap stamped "SPIARSENG" set;

THENCE N 08°26'31" E, 300.00 feet to a 1/2" iron rod with plastic cap stamped "SPIARSENG" set, from which a 5/8" iron rod found for a westerly corner of said TVG Texas tract bears N 77°32'57" W, 3282.14 feet;

THENCE S 81°33'39" E, 375.00 feet to a 1/2" iron rod with plastic cap stamped "SPIARSENG" set on the west line of Teel Parkway;

THENCE N 89°59'16" E to the POINT OF BEGINNING, with the subject tract containing 131,425 square feet, or 3.017 acres of land.

**SAVE AND EXCEPT 2
WINDSONG RANCH ELEMENTARY**

BEING a tract of land situated in the C. Smith Survey, Abstract No. 1681 and the J. Bates Survey, Abstract No. 1620, City of Prosper, Denton County, Texas, the subject tract being a portion of a tract of land conveyed to TVG Texas I, LLC according to the deed recorded in Document Number 2012-59927 of the Official Public Records, Denton County, Texas (OPRDCT), the subject tract being more particularly described as follows:

BEGINNING at a PK nail set in Fish Trap Road, from which a PK nail found at the intersection of said road with Good Hope Road bears S 89°03'42" W, 1367.61 feet;

THENCE N 89°03'42" E, 409.33 feet along said road, to a PK nail found;

THENCE N 89°03'17" E, 145.67 feet continuing along said road to a PK nail set, from which a PK nail found at the intersection of Fish Trap Road and Fields Road, bears N 89°03'17" E, 1728.11 feet;

THENCE S 00°56'06" E, 917.78 feet departing said road, to a 1/2" iron rod with plastic cap stamped "SPIARSENG" set;

THENCE around a tangent curve to the left having a central angle of 03°51'44", a radius of 2035.00 feet, a chord of S 02°51'58" E - 137.15 feet, an arc length of 137.18 feet to a 1/2" iron rod with plastic cap stamped "SPIARSENG" set;

THENCE S 89°03'54" W, 576.39 feet to a 1/2" iron rod with plastic cap stamped "SPIARSENG" set;

THENCE around a non-tangent curve to the left having a central angle of 13°02'38", a radius of 650.00 feet, a chord of N 05°35'13" E - 147.66 feet, an arc length of 147.98 feet to a 1/2" iron rod with plastic cap stamped "SPIARSENG" set;

THENCE N 00°56'06" W, 908.09 feet to the POINT OF BEGINNING with the subject tract containing 586,450 square feet or 13.463 acres of land.

**SAVE AND EXCEPT 3
U.C.D. PROPERTY/KROGER**

BEING a tract of land situated in the H.P. Saling Survey, Abstract No. 1628, City of Prosper, Denton County, Texas, the subject tract being a portion of a tract of land conveyed to TVG Texas I, LLC according to the deed recorded in Document No. 2012-59927 of the Official Public Records, Denton County, Texas (OPRDCT), the subject tract being more particularly described as follows:

BEGINNING at a PK nail found in the approximate centerline of Gee Road, said nail being on the northwest end of a corner clip of U.S. Highway 380 (a variable width right-of-way);

THENCE N 00°06'39" W, 879.47 feet along Gee Road to a PK nail set, from which a railroad spike found in the intersection of Gee Road and Fish Trap Road bears N 00°06'39" W, 2985.38 feet;

THENCE departing Gee Road, the following, all to points for corner:

N 89°53'21" E, 60.00 feet; N 88°40'10" E, 168.65 feet;

S 76°05'37" E, 114.09 feet; S 62°52'46" E, 280.18 feet;

S 73°45'49" E, 273.80 feet; N 72°52'24" E, 170.90 feet;

N 76°03'31" E, 313.20 feet; S 83°20'45" E, 109.69 feet;

N 39°51'50" E, 86.56 feet; N 72°47'00" E, 151.17 feet;

N 73°50'45" E, 132.35 feet; S 84°05'32" E, 101.58 feet;

N 81°05'17" E, 97.62 feet; N 57°35'24" E, 144.66 feet;

N 82°34'18" E, 78.09 feet; N 69°27'06" E, 92.54 feet;

And N 52°39'12" E, 48.91 feet to a 1/2" iron rod with plastic cap stamped "SPIARSENG" set on the west line of future Windsong Parkway (a future variable width right-of-way);

THENCE along the future west line of Windsong Parkway, the following, all to 1/2" iron rods with plastic caps stamped "SPIARSENG" set for corner:

Around a non-tangent curve to the right having a central angle of 11°53'50", a radius of 203.50 feet, a chord of S 00°17'14" W - 42.18 feet, an arc length of 42.26 feet;

Around a reverse curve to the left having a central angle of $10^{\circ}21'17''$, a radius of 226.50 feet, a chord of $S 01^{\circ}03'30'' W$ - 40.88 feet, an arc length of 40.93 feet;

Around a reverse curve to the right having a central angle of $15^{\circ}22'07''$, a radius of 566.00 feet, a chord of $S 03^{\circ}33'54'' W$ - 151.36 feet, an arc length of 151.82 feet;

Around a reverse curve to the left having a central angle of $25^{\circ}56'28''$, a radius of 842.00 feet, a chord of $S 01^{\circ}43'16'' E$ - 377.98 feet, an arc length of 381.22 feet;

Around a reverse curve to the right having a central angle of $13^{\circ}35'06''$, a radius of 1005.00 feet, a chord of $S 07^{\circ}53'58'' E$ - 237.73 feet, an arc length of 238.29 feet;

Around a compound curve to the right having a central angle of $14^{\circ}18'56''$, a radius of 188.50 feet, a chord of $S 06^{\circ}03'03'' W$ - 46.97 feet, an arc length of 47.10 feet;

$S 13^{\circ}12'30'' W$, 44.61 feet;

Around a tangent curve to the left having a central angle of $10^{\circ}22'32''$, a radius of 291.50 feet, a chord of $S 08^{\circ}01'14'' W$ - 52.72 feet, an arc length of 52.79 feet;

And around a compound curve to the left having a central angle of $03^{\circ}43'22''$, a radius of 1111.50 feet, a chord of $S 00^{\circ}58'17'' W$ - 72.21 feet, an arc length of 72.22 feet, said rod being on the north line of U.S. Highway 380;

THENCE along the north line of U.S. Highway 380, the following:

$S 43^{\circ}56'23'' W$, 40.08 feet to a 1/2" iron rod with plastic cap stamped "SPIARSENG" set, from which a TxDOT aluminum monument found bears $S 87^{\circ}21'53'' E$, 7.37 feet;

$S 88^{\circ}34'34'' W$, 2054.75 feet to a 1/2" iron rod with plastic cap stamped "SPIARSENG" set;

$S 89^{\circ}05'46'' W$, 101.04 feet to a 1/2" iron rod with plastic cap stamped "SPIARSENG" set;

$S 89^{\circ}17'50'' W$, 21.84 feet to a 1/2" iron rod with plastic cap stamped "SPIARSENG" set;

And $N 46^{\circ}37'51'' W$, 111.24 feet to the POINT OF BEGINNING with the subject tract containing 1,994,765 square feet or 45.794 acres of land.

**SAVE AND EXCEPT 4
DAVIS DEVELOPMENT**

BEING a tract of land situated in the J. Saling Survey, Abstract No. 1675, and the H.P. Saling Survey, Abstract No. 1628, City of Prosper, Denton County, Texas, the subject

tract being a portion of a tract conveyed to TVG Texas I, LLC according to the deed recorded in Document No. 2012-59927 of the Official Public Records, Denton County, Texas (OPRDCT), the subject tract being more particularly described as follows:

BEGINNING at a 1/2" iron rod with plastic cap stamped "SPIARSENG" found for the southwest corner of Bluestem Drive, a 60 foot right-of-way, created by the final plat of Windsong Ranch Phase 1A, an addition to the Town of Prosper, according to the plat thereof recorded in Document Number 2014-248 OPRDCT;

THENCE departing Bluestem Drive, through said TVG Texas I tract, the following:

Around a curve to the left having a central angle of $00^{\circ}44'32''$, a radius of 1280.00 feet, a chord of $S 52^{\circ}20'00'' W - 16.58$ feet, an arc length of 16.58 feet to a 1/2" iron rod with plastic cap stamped "SPIARSENG" set;

Around a compound curve to the left having a central angle of $03^{\circ}56'10''$, a radius of 600.00 feet a chord of $S 49^{\circ}59'39'' W - 41.21$ feet an arc length of 41.22 feet to a 1/2" iron rod with plastic cap stamped "SPIARSENG" set;

$S 48^{\circ}01'34'' W$, 123.81 feet to a 1/2" iron rod with plastic cap stamped "SPIARSENG" set;

Around a tangent curve to the left having a central angle of $47^{\circ}49'06''$, a radius of 18.50 feet a chord of $S 24^{\circ}07'01'' W - 15.00$ feet an arc length of 15.44 feet to a 1/2" iron rod with plastic cap stamped "SPIARSENG" set;

Around a reverse curve having a central angle of $122^{\circ}38'20''$, a radius of 65.50 feet a chord of $S 61^{\circ}31'39'' W - 114.93$ feet an arc length of 140.20 feet to a 1/2" iron rod with plastic cap stamped "SPIARSENG" set;

Around a non-tangent curve to the right having a central angle of $37^{\circ}21'06''$, a radius of 1059.50 feet, a chord of $S 71^{\circ}23'36'' W - 678.53$ feet, an arc length of 690.70 feet to a 1/2" iron rod with plastic cap stamped "SPIARSENG" set;

Around a non-tangent curve to the right having a central angle of $16^{\circ}44'50''$, a radius of 100.00 feet, a chord of $N 81^{\circ}33'25'' W - 29.13$ feet, an arc length of 29.23 feet to a 1/2" iron rod with plastic cap stamped "SPIARSENG" set;

$N 73^{\circ}11'00'' W$, 314.34 feet to a 1/2" iron rod with plastic cap stamped "SPIARSENG" set;

Around a tangent curve to the left having a central angle of $49^{\circ}46'22''$, a radius of 50.00 feet a chord of $S 81^{\circ}55'49'' W - 42.08$ feet an arc length of 43.43 feet to a 1/2" iron rod with plastic cap stamped "SPIARSENG" set;

Around a reverse curve having a central angle of $49^{\circ}46'22''$, a radius of 78.00 feet a chord of S $81^{\circ}55'49''$ W - 65.65 feet an arc length of 67.76 feet to a 1/2" iron rod with plastic cap stamped "SPIARSENG" set;

N $73^{\circ}11'00''$ W, 312.58 feet to a 1/2" iron rod with plastic cap stamped "SPIARSENG" set;

S $89^{\circ}53'32''$ W, 269.79 feet to a 1/2" iron rod with plastic cap stamped "SPIARSENG" set;

N $00^{\circ}06'28''$ W, 231.32 feet to a 1/2" iron rod with plastic cap stamped "SPIARSENG" set;

Around a tangent curve to the right having a central angle of $12^{\circ}19'08''$, a radius of 1600.00 feet a chord of N $06^{\circ}03'07''$ E - 343.35 feet an arc length of 344.01 feet to a 1/2" iron rod with plastic cap stamped "SPIARSENG" set;

S $76^{\circ}13'08''$ E, 195.90 feet to a 1/2" iron rod with plastic cap stamped "SPIARSENG" set;

S $83^{\circ}04'28''$ E, 197.45 feet to a 1/2" iron rod with plastic cap stamped "SPIARSENG" set;

N $06^{\circ}55'32''$ E, 84.90 feet to a 1/2" iron rod with plastic cap stamped "SPIARSENG" set;

S $84^{\circ}18'54''$ E, 163.21 feet to a 1/2" iron rod with plastic cap stamped "SPIARSENG" set;

N $05^{\circ}41'06''$ E, 48.21 feet to a 1/2" iron rod with plastic cap stamped "SPIARSENG" set;

And N $15^{\circ}23'43''$ E, 137.62 feet to a 1/2" iron rod with plastic cap stamped "SPIARSENG" set on the southerly line of Windsong Ranch, Phase 1A;

THENCE continuing along the southerly line of Windsong Ranch, Phase 1A, the following:

Around a non-tangent curve to the right having a central angle of $07^{\circ}10'02''$, a radius of 4105.00 feet, a chord of S $73^{\circ}38'52''$ E - 513.17 feet, an arc length of 513.51 feet to a 1/2" iron rod with plastic cap stamped "SPIARSENG" found;

Around a non-tangent curve to the left having a central angle of $08^{\circ}28'08''$, a radius of 2655.00 feet, a chord of S $74^{\circ}02'47''$ E - 392.08 feet, an arc length of 392.43 feet to a 1/2" iron rod with plastic cap stamped "SPIARSENG" found;

Around a non-tangent curve to the right having a central angle of $23^{\circ}41'16''$, a radius of 700.00 feet, a chord of $S 66^{\circ}26'24'' E - 287.35$ feet, an arc length of 289.40 feet to a $1/2''$ iron rod with plastic cap stamped "SPIARSENG" found;

Around a non-tangent curve to the left having a central angle of $06^{\circ}34'34''$, a radius of 190.00 feet, a chord of $S 57^{\circ}53'13'' E - 21.79$ feet, an arc length of 21.81 feet to a $1/2''$ iron rod with plastic cap stamped "SPIARSENG" found;

And $S 37^{\circ}17'44'' E$, 173.44 feet to the POINT OF BEGINNING with the subject tract containing 1,149,729 square feet or 26.394 acres of land.

**SAVE AND EXCEPT 5
COMMUNITY PARK**

BEING a tract of land out of the A. ROBERTS SURVEY, Abstract No. 1115, in Denton County, Texas, the subject tract being part of a called 2,128.515 acre tract of land described in deed to TVG TEXAS I, LLC, recorded in Document Number 2012-59927, Official Public Records of Denton County, Texas (OPRDCT), the subject tract being more particularly described as follows:

BEGINNING at a PK Nail Found for corner in the approximate centerline of Prosper Road for the southwest corner of a tract conveyed to RH-Two, LP, recorded in Document No. 2004-86037 OPRDCT;

THENCE, $S 89^{\circ}23'41'' W$, a distance of 1898.44 feet, to a PK Nail set;

THENCE, $N 00^{\circ}36'19'' W$, a distance of 812.56 feet, to a point for corner along Doe Branch Tributary 6.1;

THENCE along said tributary the following courses;

$N 34^{\circ}45'54'' E$, 102.35 feet, to a point for corner;

$N 76^{\circ}06'03'' E$, 345.06 feet, to a point for corner;

$N 70^{\circ}34'35'' E$, 304.47 feet, to a point for corner;

$N 54^{\circ}00'47'' E$, 254.56 feet, to a point for corner;

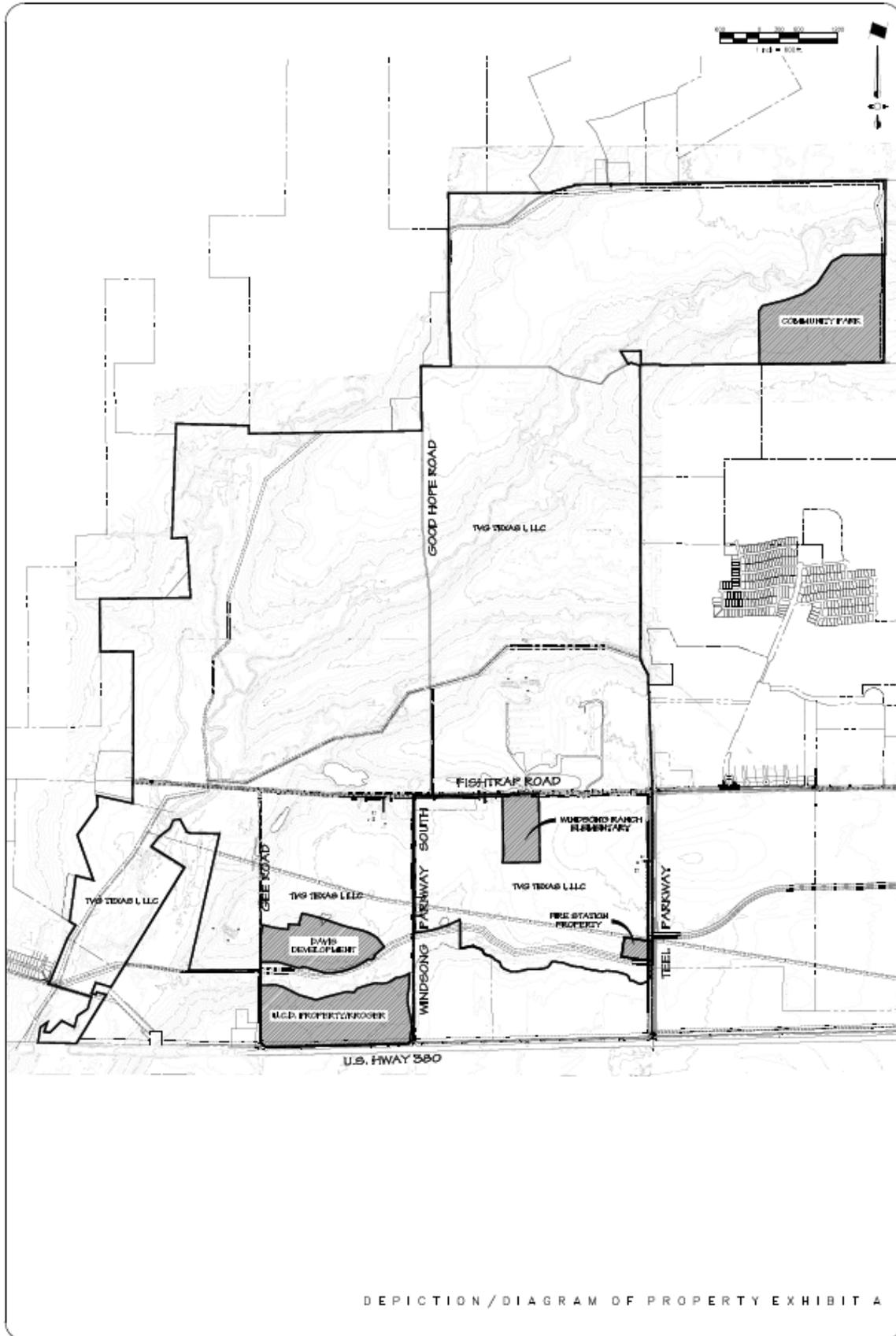
$N 33^{\circ}40'37'' E$, 415.74 feet, to a point for corner;

$N 59^{\circ}33'47'' E$, 193.49 feet, to a point for corner;

$N 89^{\circ}15'03'' E$, 592.25 feet, to a point for corner;

And $S 89^{\circ}20'10'' E$, 49.83 feet, to a point on the west line of said RH-Two tract;

THENCE, S 00°39'07" W, 1661.53 feet along the west line thereof to the POINT OF BEGINNING with the subject tract containing 2,531,541 square feet or 58.116 acres of land.



DEPICTION / DIAGRAM OF PROPERTY EXHIBIT A

EXHIBIT B
(Roadway CIP Projects to be Constructed by Developer)

(SEE NEXT PAGE)

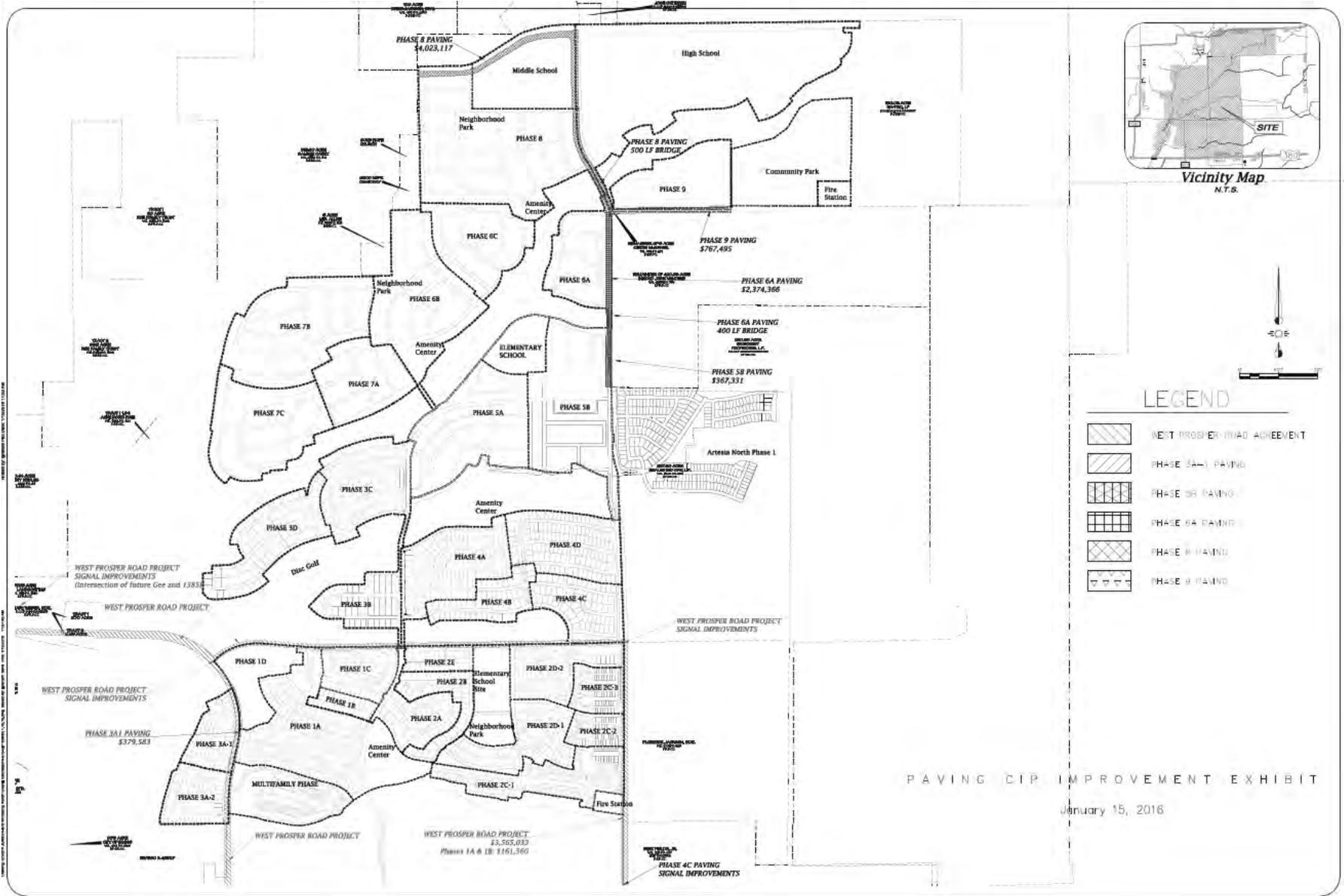


EXHIBIT C
(Anticipated Phasing of Development and Projected Roadway Impact Fees)

(SEE NEXT 2 PAGES)

Windsong Ranch - Prosper, Texas

Capital Improvement Projects (CIP)

| Development | | | Impact Fees Available |
|---------------------------|------------|-------------|-----------------------|
| Phase | Lot Counts | Paving | (\$3,727/lot) |
| West Prosper Road Project | 0 | \$3,565,033 | \$0 |
| West Side Utilities | 0 | \$0 | \$0 |
| Multifamily* | 300 | \$0 | \$955,200 |
| Phases 1A & 1B | 175 | \$161,360 | \$652,225 |
| Phase 1C | 47 | \$0 | \$175,169 |
| Phase 1D | 54 | \$0 | \$201,258 |
| Phase 2A | 51 | \$0 | \$190,077 |
| Phase 2B | 47 | \$0 | \$175,169 |
| Phases 2C-1 | 158 | \$0 | \$588,866 |
| Phases 2C-2 | 60 | \$0 | \$223,620 |
| Phases 2C-3 | 82 | \$0 | \$305,614 |
| Phases 2D-1 | 89 | \$0 | \$331,703 |
| Phases 2D-2 | 72 | \$0 | \$268,344 |
| Phase 2E | 26 | \$0 | \$96,902 |
| Phase 3A-1 | 47 | \$379,583 | \$175,169 |
| Phase 3A-2 | 54 | \$0 | \$201,258 |

| | | | |
|---------------|-------------|---------------------|---------------------|
| Phase 3B | 50 | \$0 | \$186,350 |
| Phase 3C | 88 | \$0 | \$327,976 |
| Phase 3D | 87 | \$0 | \$324,249 |
| Phase 4A | 127 | \$0 | \$473,329 |
| Phase 4B | 63 | \$0 | \$234,801 |
| Phase 4C | 67 | \$300,000 | \$249,709 |
| Phase 4D | 112 | \$0 | \$417,424 |
| Phase 5A | 149 | \$0 | \$555,323 |
| Phase 5B | 140 | \$367,331 | \$521,780 |
| Phase 6A | 66 | \$2,374,366 | \$245,982 |
| Phase 6B | 136 | \$0 | \$506,872 |
| Phase 6C | 103 | \$0 | \$383,881 |
| Phase 7A | 91 | \$0 | \$339,157 |
| Phase 7B | 189 | \$0 | \$704,403 |
| Phase 7C | 135 | \$0 | \$503,145 |
| Phase 8 | 237 | \$4,023,117 | \$883,299 |
| Phase 9 | 72 | \$767,495 | \$268,344 |
| Totals | 3174 | \$11,938,285 | \$11,666,598 |

EXHIBIT D
(Roadway CIP Projects Reflected in West Prosper Roads Agreement)

(SEE NEXT PAGE)

