



Agenda
Prosper Town Council Meeting
Prosper Town Hall, Council Chambers
250 W. First Street, Prosper, Texas
Tuesday, June 23, 2026
6:15 PM

Welcome to the Prosper Town Council Meeting.

Citizens may watch the meeting live by using the following link: www.prospertx.gov/livemeetings

Addressing the Town Council:

Those wishing to address the Town Council must complete the Public Comment Request Form located on the Town's website or in the Council Chambers.

If you are attending in person, please submit this form to the Town Secretary or the person recording the minutes for the Board/Commission prior to the meeting. When called upon, please come to the podium, and state your name and address for the record.

If you are watching online, please submit this form to the Town Secretary prior to 4:00 p.m. on the day of the meeting in order for your comments to be read into the record. The Town assumes no responsibility for technical issues beyond our control.

In compliance with the Texas Open Meetings Act, the Town Council/Board/Commission may not deliberate or vote on any matter that does not appear on the agenda. The Council/Board/Commission, however, may provide statements of fact regarding the topic, request the topic be included as part of a future meeting, and/or refer the topic to Town staff for further assistance.

Citizens and other visitors attending Town Council meetings shall observe the same rules of propriety, decorum, and good conduct applicable to members of the Town Council. Any person making personal, impertinent, profane or slanderous remarks or who becomes boisterous while addressing the Town Council or while attending the meeting shall be removed from the room, if so directed by the Mayor or presiding officer, and the person shall be barred from further audience before the Town Council during that session. Disruption of a public meeting could constitute a violation of Section 42.05 of the Texas Penal Code.

Call to Order/ Roll Call.

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

Announcements of recent and upcoming events.

Presentations.

1. America 250. (GL)
2. Hometown Heroes. (RB)
3. Presentation of a Certificate of Appreciation from Captain Reeves of the Civil Air Patrol. (MLS)
4. Recognize the Town Secretary's Office with the Texas Municipal Clerks Achievement of Excellence Award. (MLS)
5. Recognition of the 2026 Mayor's Teen Government Academy. (MP)

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.

- [6.](#) Consider and act upon the minutes from the June 9, 2026, Town Council Work Session meeting. (MLS)
- [7.](#) Consider and act upon the minutes from the June 9, 2026, Town Council Regular meeting. (MLS)
- [8.](#) Consider acceptance of the May monthly financial report for fiscal year 2026. (CL)
- [9.](#) Consider and act upon approving the purchase of one (1) 2026 Ford F-150 Crew Cab Truck with Equipment Install for \$69,715.75 from Silsbee Ford utilizing TIPS Contract 240901 and one (1) 2026 Chevrolet Tahoe PPV with Equipment Install from Lake Country Chevrolet for \$96,201.05, utilizing TIPS Contract 240901. (KM)
- [10.](#) Consider and act upon authorizing the Town Manager to execute a contract with PM AM Corporation for alarm management services, including alarm registration, billing, renewal processing, and false alarm administration utilizing Texas DIR-CPO-5263. (KM)
- [11.](#) Consider and act upon a Resolution authorizing the Town Manager, and/or his/her designee, to apply for the Texas Water Development Board, Water Supply and Infrastructure Grant Program and consider and act upon authorizing the Town Manager, and/or his/her designee, to accept the Texas Water Development Board, Water Supply and Infrastructure Grant Program upon award, and to take any and all actions relating thereto. (LH)
- [12.](#) Consider and act upon an Ordinance to rezone 60.1± acres from Agricultural (A) and Planned Development-71 (PD-71) to Planned Development-138 (PD-138), located on the south side of First Street and 1,500± feet east of Legacy Drive. (ZONE-24-0025) (DH)
- [13.](#) Consider and act upon authorizing the Town Manager to execute a Development Agreement between Prosper Tollway Palazzos LLC and PTP Retail Holdings LLC and the Town of Prosper relative to Bella Prosper. (DEVAGRE-26-0005) (DH)
- [14.](#) Consider and act upon whether to direct staff to submit a written notice of appeals 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 and Zoning Commission on Preliminary Site Plans and Site Plans. (DH)

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 Comment Request Form" and present it to the Town Secretary prior to the meeting. Please limit your comments to three minutes. If multiple individuals wish to speak on a topic, they may yield their three minutes to one individual appointed to speak on their behalf. All individuals yielding their time must be present at the meeting, and the appointed individual will be limited to a total of 15 minutes.

REGULAR AGENDA:

Pursuant to Section 551.007 of the Texas Government Code, individuals wishing to address the Council for items listed as public hearings will be recognized when the public hearing is opened. [If you wish to address the Council, please fill out a “Public Comment Request Form” and present it to the Town Secretary, preferably before the meeting begins.]

Items for Individual Consideration:

- 15. Conduct a Public Hearing and consider and act upon a request for a rezoning from Agricultural to a Planned Development for Event Center, Hotel, Office, Restaurant, Retail, and Tennis Club uses on Parvin 1385 Addition, Block A, Lot 1, and a portion of Lot 2, on 54.2± acres, located on the south side of Parvin Road and 930± feet east of FM 1385. (ZONE-26-0003) (DH)
- 16. Consider and act upon a Resolution of the Town Council of the Town of Prosper, Texas, declaring the necessity to acquire certain properties for right-of-way and easements for the construction of the First Street (Coleman – Craig) project; determining the public use and necessity for such acquisition; authorizing the acquisition of property rights necessary for said Project; appointing an appraiser and negotiator as necessary; authorizing the Town Manager to establish just compensation for the property rights to be acquired; authorizing the Town Manager to take all steps necessary to acquire the needed property rights in compliance with all applicable laws and resolutions; and authorizing the Town Attorney to institute condemnation proceedings to acquire the property if purchase negotiations are not successful. (AT)
- 17. Consider and act upon authorizing the Town Manager to execute a Professional Service Agreement between PAS Property Acquisition Services, LLC, and the Town of Prosper, Texas, related to land acquisition services for the First Street (Coleman – Craig) project, in the amount of \$215,000. (AT)
- 18. Discuss and consider Town Council Subcommittee reports. (DFB)

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

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:

Section 551.087 – To discuss and consider economic development incentives and all matters incident and related thereto.

Section 551.072 – To discuss and consider the purchase, exchange, lease, or value of real property for municipal purposes and all matters incident and related thereto.

Section 551.074 – To discuss and consider personnel matters and all matters incident and related thereto.

Section 551.071 - Consultation with the Town Attorney regarding pending or anticipated litigation.

Section 551.071 - Consultation with the Town Attorney to discuss legal issues associated with any Work Session or Council Meeting agenda item.

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

Adjourn.

CERTIFICATION

I, the undersigned authority, do hereby certify that this Notice of Meeting was posted at Prosper Town Hall, located at 250 W. First Street, Prosper, Texas 75078, a place convenient and readily accessible to the general public at all times, and said Notice was posted by 5:00 p.m., on Wednesday, June 17, 2026, and remained so posted at least three (3) business days before said meeting was convened.

Michelle Lewis Sirianni, Town Secretary

Date Notice 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 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) 569-1073 at least 48 hours prior to the meeting time.



MINUTES

Item 6.

Prosper Town Council Work Session
Prosper Town Hall, Council Chambers
250 W. First Street, Prosper, Texas
Tuesday, June 9, 2026

Call to Order/ Roll Call.

The meeting was called to order at 5:00 p.m.

Council Members Present:

Mayor David F. Bristol
Mayor Pro-Tem Amy Bartley
Deputy Mayor Pro-Tem Chris Kern
Councilmember Doug Charles
Councilmember Cameron Reeves

Council Members Absent:

Councilmember Marcus E. Ray
Councilmember Craig Andres

Staff Members Present:

Mario Canizares, Town Manager
Terry Welch, Town Attorney
Michelle Lewis Sirianni, Town Secretary
Chuck Ewings, Assistant Town Manager
Robyn Battle, Executive Director
David Hoover, Development Services Director
Stephen Tanner, Director of Community Engagement & Experiences
Myrisa Petty, Communications Specialist
Shaw Eft, Assistant Fire Chief
Ken Myers, Interim Police Chief
Tom Davis, Assistant Police Chief
Muya Mwangi, IT Specialist I

Items for Individual Consideration:

1. Social Media and Media Relations Training. (RB/MR)

Mr. Rylander with Strategies 360 presented the *Ten Commandments of Social Media for Public Officials* to aid in managing social media platforms.

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:

Section 551.087 – To discuss and consider economic development incentives and all matters incident and related thereto.

Section 551.072 – To discuss and consider the purchase, exchange, lease, or value of real property for municipal purposes and all matters incident and related thereto.

Section 551.074 – To discuss and consider personnel matters and all matters incident and related thereto.

Section 551.071 - Consultation with the Town Attorney regarding pending or anticipated litigation.

Section 551.071 – Consultation with the Town Attorney regarding legal issues relative to the recent Attorney General Opinion.

Section 551.071 - Consultation with the Town Attorney to discuss legal issues associated with any Work Session or Council Meeting agenda item.

The Town Council recessed into Executive Session at 5:38 p.m.

Reconvene into Work Session.

The Town Council reconvened into the Work Session at 6:01 p.m.

No action was taken.

Adjourn.

The meeting was adjourned at 6:01 p.m.

These minutes were approved on the 23rd day of June 2026.

APPROVED:

David F. Bristol, Mayor

ATTEST:

Michelle Lewis Sirianni, Town Secretary



MINUTES

Item 7.

Prosper Town Council Meeting
Prosper Town Hall, Council Chambers
250 W. First Street, Prosper, Texas
Tuesday, June 9, 2026

Call to Order/ Roll Call.

The meeting was called to order at 6:16 p.m.

Council Members Present:

Mayor David F. Bristol
Mayor Pro-Tem Amy Bartley
Deputy Mayor Pro-Tem Chris Kern
Councilmember Marcus E. Ray
Councilmember Doug Charles
Councilmember Cameron Reeves

Council Members Absent:

Councilmember Craig Andres

Staff Members Present:

Mario Canizares, Town Manager
Terry Welch, Town Attorney
Michelle Lewis Sirianni, Town Secretary
Chuck Ewings, Assistant Town Manager
Robyn Battle, Executive Director
Tony Luton, Human Resources Director
Hulon Webb, Director of Engineering
Chris Landrum, Finance Director
David Hoover, Development Services Director
Suzanne Porter, Planning Manager
Gary Landeck, Library Director
Carrie Jones, Public Works Director
Stephen Tanner, Director of Community Engagement & Experiences
David Angels, Parks and Recreation Director
Shaw Eft, Assistant Fire Chief
Ken Myers, Interim Police Chief
Muya Mwangi, IT Specialist I

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

Bob Scott led the invocation. The Pledge of Allegiance and the Pledge to the Texas Flag were recited.

Announcements of recent and upcoming events.

Councilmember Reeves made the following announcements:

Citizens may now register for Prosper Citizens Fire Academy. Classes run for 10 weeks on Thursday evenings from 6:30 to 9:00 p.m., beginning August 6 at Central Fire Station. Spots are limited and registration closes July 11, so be sure to secure your spot soon. To learn more and register, visit prospertx.gov/citizensfireacademy.

Join us on Friday, June 12 at 6:00 p.m. in Downtown Prosper for Stars, Stripes, and Prosper Nights as part of the America 250 community-wide series. Spend a fun evening enjoying the car show, live music, and free Kona Ice on the plaza.

Join the Prosper Community Library on Thursday, June 18 at 10:00 a.m. for Cooking with Chefville. Celebrate the art of cooking with real chef instructors through cooking demos and hands-on activities. This event is geared towards elementary aged children with a library membership required to obtain tickets. Tickets will be available 30 minutes before the event.

The America 250 community-wide series will continue through July 4 and highlight both America's history and Prosper's hometown spirit with a variety of events and activities taking place in Downtown Prosper and throughout town. Residents are invited to enjoy the festivities and take part in this milestone celebration. Explore the full schedule of events at prospertx.gov/america250.

Presentations.

1. America 250. (DFB)

Mr. Scott read a historical background on the "First Secretary of the Treasury." Mayor Bristol added the America 250 series can be viewed on the Town's YouTube Channel.

2. Hometown Heroes. (RB)

Mayor Bristol recognized Colonel Kenneth E. Seguin, Master Sergeant Sharon L. Seguin, Captain Alexander D. Seguin, Captain Leanne M. Seguin, Captain Rachel A. Seguin, Major Jefferson O. Seguin, Major Joseph E. Seguin, Captain Gregory R. Seguin, Major Jeff Bankard, E-4 Specialist Adam Olsen, Sergeant Winfred Robinson, Sergeant Henry Robinson, Master Sergeant Ronald Underwood, and Master Sergeant Terell White. They were all presented with a certificate from the Town, a flag and coin from the Prosper Rotary and Historical Society.

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.

- 3. Consider and act upon the minutes from the May 12, 2026, Town Council Regular meeting. (MLS)**
- 4. Consider and act upon the minutes from the May 19, 2026, Town Council Regular meeting. (MLS)**
- 5. Consider and act upon authorizing the Town Manager to execute an audit engagement letter between Weaver and Tidwell, L.L.P., and the Town of Prosper, Texas, related to the fiscal year 2026 annual audit. (CL)**
- 6. Consider and act upon authorizing the Town Manager to execute a Standard Utility Agreement (SUA) U-Number U00026000 between the Texas Department of Transportation and the Town of Prosper, Texas, for the reimbursement of costs incurred in adjustment and relocation of the Town's water facilities along Frontier Parkway (FM 1461), up to the amount of eligibility for State participation. (LH)**
- 7. Consider and act upon Ordinance 2026-26 for a Planned Development for an Indoor Golf Simulator Facility on a part of Block 2 of the Mitchell Addition, on 0.2±**

acre, located on the west side of Coleman Street and 120± feet north of Fifth Street. (ZONE-25-0009) (DH)

8. **Consider and act upon authorizing the Town Manager to execute a Development Agreement between Christa Patel and Jimit Patel and the Town of Prosper relative to a part of Block 2 of the Mitchell Addition, on 0.2± acre, located on the west side of Coleman Street and 120± feet north of Fifth Street. (DEVAGRE-26-0004) (DH)**

Mayor Pro-Tem Bartley made a motion to approve consent agenda items 3 through 8. Councilmember Kern seconded the item. Motion carried with a 6-0 vote.

CITIZEN COMMENTS

No comments were made.

Items for Individual Consideration:

9. **Consider and act upon a request for a rezoning of 61.7± acres from Agricultural and Planned Development-71 to a Planned Development allowing for Mixed-Use Development, located on the south side of First Street and 1,550± feet east of Legacy Drive. (ZONE-24-0025) (DH)**

Mr. Hoover introduced the item noting the applicant has made changes based on the recommendations received by the Council.

Ms. Alexa Knight with Daake Law presented an overview of the project location including the current plan with land uses, phasing, and overall economic impact to the Town.

Mr. Paul Freeland, Landscape Architect with Kimley-Horn spoke to the open spaces, pocket parks, amenity center, signature lake, and additional landscape features that were added to the development.

Brian Moore with GFF Design, spoke to the design elements and the increase in open/green space and the signature lake.

Mayor opened the public hearing.

No comments were made.

Mayor Bristol closed the public hearing.

Mayor Bristol acknowledged his appreciation for the applicants efforts and bringing forward a different proposal.

Mayor Pro-Tem Bartley made a motion to approve a request for a rezoning of 61.7± acres from Agricultural and Planned Development-71 to a Planned Development allowing for Mixed-Use Development, located on the south side of First Street and 1,550± feet east of Legacy Drive subject to the Right-of-Way Section, Section E-E in the Retail Subdistrict as shown in the Conceptual Plan subject to a Development Agreement, and subject to the following changes in Exhibit C:

Concept Plan B(c) - The commercial development proposed along First Street (phase 1 – 60,950 sf) must have an approved site plan and must have foundation in and be

released for vertical construction prior to the townhomes commencing vertical construction.

Section 1 Neighborhood Subdistrict:

1(a)ii: The following uses are allowed by right, a maximum of 86 townhomes, private open space and amenity facilities.

1(b)i1(b): Minimum front yard setbacks to 25 ft.

Minimum square foot for a townhome to 1300 sq. ft.

Section 2 Retail Subdistrict:

2a2 – Hotel Regulations – aiii – hotel amenities

iii. Shall provide at least one of the following amenities

1. Indoor or outdoor swimming pool; or
2. Spa, sauna or wellness facility

In addition to the amenity required in Subsection 1, the hotel shall provide at least three (3) additional amenities from the list below, excluding the amenity selected to satisfy Subsection 1:

1. Indoor/outdoor pool
2. Spa/Sauna or wellness facility
3. Weight Room/Fitness Center
4. Playground
5. Sports Court
6. Game Room
7. Jogging Trail
8. Executive or Club Lounge

2(a)v- Shall provide a minimum total of 10,000 square feet of Indoor meeting/event space.

Must provide room service for at least breakfast and dinner, and provide concierge services.

Retail District Permitted Uses:

- Big Box – SUP
- Private School – SUP
- Wireless communication and support structures – SUP

Section 3: Building Design Standards

Office Design Standards:

b(ii): Decorative or enhanced concrete tilt wall shall be a permitted material for up to 25% and not used on primary facades facing open space, streets, hotel frontage or park space. Also must incorporate material changes (masonry), architectural detailing and façade articulation.

J) Building Materials – Increase primary materials to 80%, reduce cementitious panel to 20% or move to secondary material list. Remove stucco completely.

Landscape Plan: Addition of concrete edging throughout development.

And subject to Engineering Standards proposed for the internal drive in the Retail Subdistrict.

Motion seconded by Deputy Mayor Pro-Tem Kern.

Councilmember Ray noted his appreciation for accommodating and the removal of the multi-family. He has no hesitations to the recommended changes. Councilmember Reeves and Charles shared their appreciation and hard work on the project.

Motion carried with a 6-0 vote.

10. Consider and act upon a request to waive the Town’s Drainage System Design Requirements for a wet or underground detention pond for the detention pond on the proposed AMR Premium Storage site. (DH)

Mr. Hoover presented the item stating the Town’s current Ordinance requires wet detention ponds and would require a waiver to be requested from the Town Council to allow for a dry detention pond. The project is located on the westside of Coleman south of Prosper Trail with the pond being proposed in the rear between the railroad tracks. Staff did not find any physical constraints, hydraulic limitations, or other hardships that would prevent providing a wet pond at the proposed location. Therefore, the staff recommends denying the request for a waiver to allow a dry pond.

The Town Council discussed their preference of a wet detention pond over a dry detention pond due to the maintenance concerns and visibility.

Mayor Pro-Tem Bartely made a motion to deny a request to waive the Town’s Drainage System Design Requirements for a wet or underground detention pond for the proposed AMR Premium Storage Garages site. Councilmember Reeves seconded the motion. Motion carried with a 6-0 vote.

11. Discuss and consider Town Council Subcommittee reports. (DFB)

CIP: Mayor Pro-Tem Bartley noted they discussed the Parks and Public Works Service Center, projects from the Capital Dedicated fund, and the traffic calming program.

Downtown Advisory Committee: Councilmember Reeves noted the committee reviewed a small area plan, received updates on the historical markers, and recent and future events.

Community Engagement Committee: Mayor Pro-Tem Bartley noted the committee discussed America 250 events, sharing the events on social platforms, received reports from the working groups, and preparing for the MYAC application process.

Charter Review Committee: Ms. Lewis Sirianni noted the committee held their introductory meeting discussing the review process and completion timeline.

Denton County Mayor’s Council: Mayor Pro-Tem Bartley commented on attending their recent meeting and their main focus on growth, ERCOT, and data centers.

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

No comments were made.

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:

Section 551.087 – To discuss and consider economic development incentives and all matters incident and related thereto.

Section 551.072 – To discuss and consider the purchase, exchange, lease, or value of real property for municipal purposes and all matters incident and related thereto.

Section 551.074 – To discuss and consider personnel matters and all matters incident and related thereto.

Section 551.071 - Consultation with the Town Attorney regarding pending or anticipated litigation.

Section 551.071 - Consultation with the Town Attorney regarding legal issues relative to the recent Attorney General opinion.

Section 551.071 - Consultation with the Town Attorney to discuss legal issues associated with any Work Session or Council Meeting agenda item.

The Town Council recessed into Executive Session at 7:28 p.m.

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

The Town Council reconvened into Regular Session at 8:23 p.m.

Councilmember Reeves made a motion to authorize the Town Manager to execute an Economic Development Incentive Agreement with Prosper Tollway Plaza LLC and the Town of Prosper. Mayor Pro-Tem Bartley seconded the motion. Motion carries with a 6-0 vote.

Adjourn.

The meeting was adjourned at 8:24 p.m.

These minutes were approved on the 23rd day of June 2026.

APPROVED:

David F. Bristol, Mayor

ATTEST:

Michelle Lewis Sirianni, Town Secretary



FINANCE

To: Mayor and Town Council

From: Chris Landrum, Finance Director

**Through: Mario Canizares, Town Manager
Bob Scott, Deputy Town Manager**

Re: Consider acceptance of the May Monthly Financial Report for Fiscal Year 2026 (CL)

Town Council Meeting – June 23, 2026

Strategic Visioning Priority: 4. Provide Excellent Municipal Services

Agenda Item:

Consider acceptance of the May monthly financial report for fiscal year 2026. (CL)

Description of Agenda Item:

The Town Charter requires the submission of monthly financial reports to the Town Council. In summary, both revenues and expenditures are within the expected ranges, except where otherwise noted in the financial statements.

Budget Impact:

There is no budgetary impact affiliated with this item.

Legal Obligations and Review:

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

Attached Documents:

1. Monthly Financial Report – May 31, 2026

Town Staff Recommendation:

Town staff recommends Town Council vote to accept submission of the monthly financial report for the period of May for fiscal year 2026 in compliance with Town Charter requirements.

Proposed Motion:

I move to accept the May Monthly Financial Report for Fiscal Year 2026 in compliance with charter requirements.



MONTHLY FINANCIAL REPORT

as of May 31, 2026

Cash/Budgetary Basis

Prepared by
Finance Department

June 23, 2026

TOWN OF PROSPER, TEXAS

MONTHLY FINANCIAL REPORT

May 2026

Table of Contents

Management Discussion & Highlights	3
General Fund	4
General Fund Charts	5-7
Debt Service Fund	8
East Thoroughfare Impact Fees Fund	9
West Thoroughfare Impact Fees Fund	10
Water Impact Fees Fund	11
Wastewater Impact Fees Fund	12
Impact Fee Chart	13
TIRZ #1 - Blue Star	14
TIRZ #2	15
Crime Control and Prevention Special Purpose District	16
Fire Control, Prevention, and Emergency Medical Services Special Purpose District	17
Park Dedication and Improvement Fund	18
Special Revenue Fund	19
Hotel Occupancy Tax Fund	20
Water-Sewer Fund	21-22
Water-Sewer Fund Charts	23-25
Storm Drainage Utility Fund	26
Solid Waste Fund	27
Vehicle and Equipment Replacement Fund	28
Health Insurance Fund	29
Capital Projects Fund-General	30-34
Capital Projects Fund-Water/Sewer	35

TOWN OF PROSPER, TEXAS

Management Discussion & Highlights

May 2026

Overview

Monthly financial reports are presented on a cash basis to allow for timely reporting.

Expenditures in the operating funds exceeding the 66% year-to-date benchmark are primarily attributable to encumbrance accounting and the issuance of purchase orders at the beginning of the fiscal year.

Highlights

General Fund

- The ending fund balance exceeds the 21% target, largely due to most of the property tax collections occurring in January. YTD actual expenditures are within expected percentages except where noted.

Water-Sewer Fund

- Through May total water consumption is above the prior year by almost 7%. Roughly 48% of revenue is collected in the last four months of the fiscal year.

Drainage Fund

- Collections through May are below expected percentages because the new fee structure was not effective until the November billing. Revenue collections for the current year are outpacing the prior year collections.

Health Fund

- YTD revenue amounts are under expected percentages. This is largely due to vacancies, the new plan year starting in January 2026, and the newly budgeted positions not coming online until February 2026. Claims expenses continue to track on pace with the prior year claims. This is being closely monitored for any needed adjustments to keep the Health Fund whole.

TOWN OF PROSPER, TEXAS
MONTHLY FINANCIAL REPORT
May 31, 2026
Expected Year to Date Percent 66.7%

GENERAL FUND

	Original Budget	Budget Adjustment	Amended Budget	Current Year YTD Actuals	Current Year Encumbrances	Current Remaining Budget Balance	YTD Percent	Note	Prior Year YTD Actuals	Change from Prior Year
REVENUES										
Property Taxes	\$ 26,277,088	\$ -	\$ 26,277,088	\$ 25,829,251	\$ -	\$ 447,837	98%	1	\$ 22,668,506	14%
Sales Taxes	13,199,055	-	13,199,055	8,278,887	-	4,920,168	63%		7,624,422	9%
Franchise Fees	4,685,174	-	4,685,174	2,956,389	-	1,728,785	63%	2	2,209,655	34%
Building Permits	5,193,641	-	5,193,641	3,015,660	-	2,177,981	58%		2,156,026	40%
Other Licenses, Fees & Permits	2,640,606	-	2,640,606	1,046,851	-	1,593,755	40%		1,308,630	-20%
Charges for Services	1,577,152	-	1,577,152	1,195,140	-	382,012	76%		1,174,538	2%
Fines & Warrants	581,144	-	581,144	383,294	-	197,850	66%		362,226	6%
Intergovernmental Revenue (Grants)	1,796,663	-	1,796,663	450,219	-	1,346,444	25%		22,131	1934%
Interest Income	750,000	-	750,000	548,498	-	201,502	73%		467,665	17%
Miscellaneous	332,071	-	332,071	436,979	-	(104,908)	132%		162,427	169%
Park Fees	818,041	-	818,041	464,651	-	353,390	57%		432,773	7%
Transfers In	10,389,929	-	10,389,929	7,312,736	-	3,077,193	70%	4	985,797	642%
Total Revenues	\$ 68,240,564	\$ -	\$ 68,240,564	\$ 51,918,555	\$ -	\$ 16,322,009	76%		\$ 39,574,798	31%
EXPENDITURES										
Administration	\$ 12,177,072	\$ -	\$ 12,177,072	\$ 7,753,586	\$ 376,111	\$ 4,047,375	67%	5	\$ 7,218,796	7%
Police	17,724,406	(14,201)	17,710,205	9,903,958	618,733	7,187,514	59%	3	8,258,785	20%
Fire/EMS	15,945,810	-	15,945,810	10,514,331	325,988	5,105,491	68%	3	7,681,022	37%
Public Works	5,512,375	-	5,512,375	2,787,392	673,877	2,051,106	63%	5, 6	2,521,475	11%
Community Services	9,346,688	-	9,346,688	5,045,198	857,299	3,444,191	63%	5	4,788,311	5%
Development Services	4,083,700	-	4,083,700	2,566,669	130,067	1,386,965	66%		2,550,374	1%
Engineering	2,708,971	-	2,708,971	1,651,854	250	1,056,867	61%		1,572,154	5%
Transfers Out	710,000	-	710,000	473,333	-	236,667	67%		-	0%
Total Expenses	\$ 68,209,022	\$ (14,201)	\$ 68,194,821	\$ 40,696,321	\$ 2,982,324	\$ 24,516,176	64%		\$ 34,590,918	18%
REVENUE OVER (UNDER) EXPENDITURES	\$ 31,542	\$ 14,201	\$ 45,743	\$ 11,222,234					\$ 4,983,880	
Beginning Fund Balance October 1			10,828,123	10,828,123					13,226,939	
Ending Fund Balance*			\$ 10,873,866	\$ 22,050,357					\$ 18,210,819	

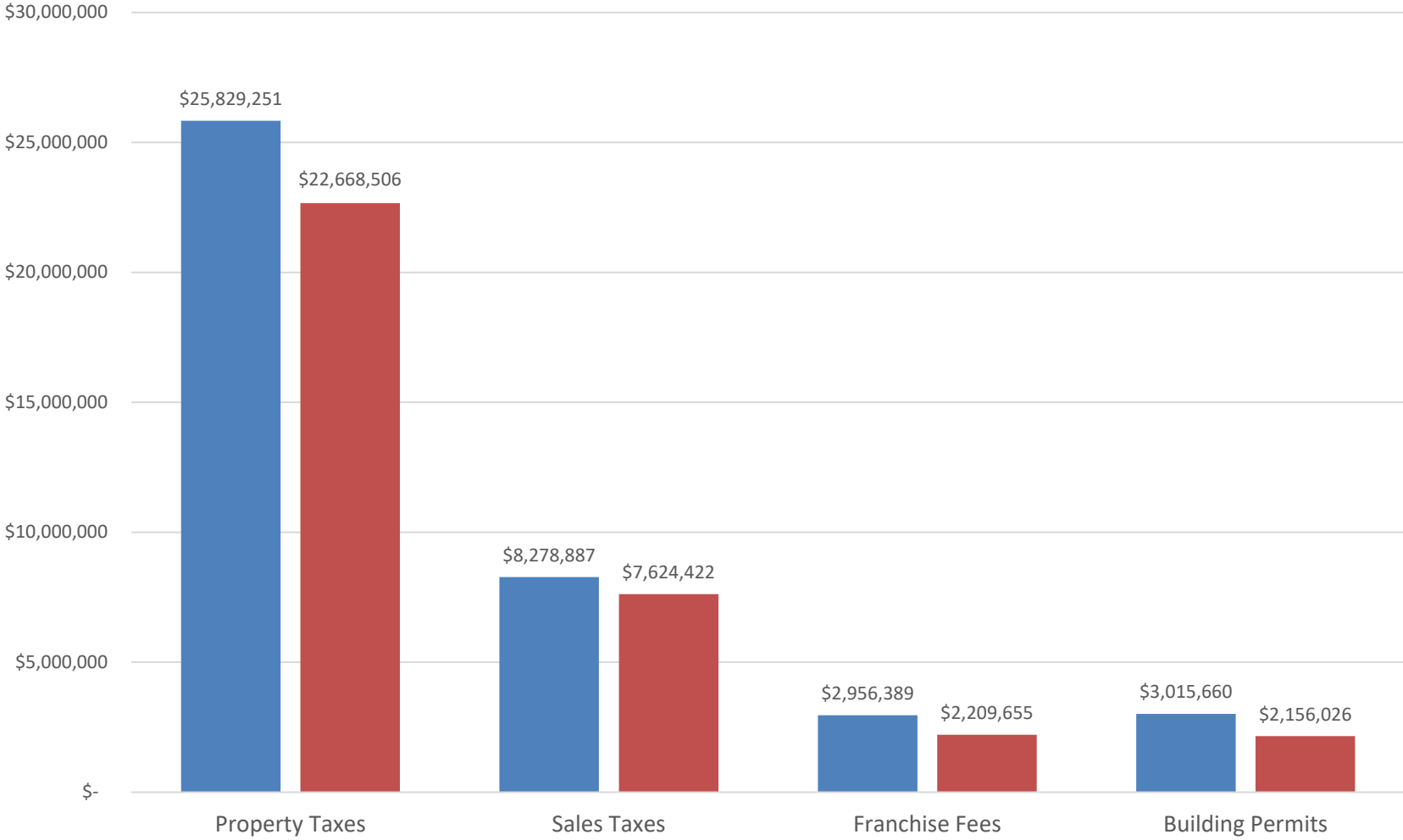
Notes

- 1 Property taxes are billed in October and a majority of collections occur December through February. TIRZ Transfer made in May, percentage decreased accordingly.
 - 2 Franchise fees and other various license and fees are paid quarterly or annually.
 - 3 Higher amounts vs prior years due to Special Purpose District salaries being moved to General Fund. Offset by Transfers In.
 - 4 Increase in Transfers In vs prior year related to transfers from Capital Project and Special Purpose District funds for salaries.
 - 5 Contracts encumbered at the beginning of the year cause YTD percent to be higher than expected in early months.
 - 6 Higher amount vs prior year due to adding market adjustments and two additional staff.
- * Fund Balance Contingency per Charter and Reserve for FY26 = \$11,821,706 (21%).

GENERAL FUND REVENUE

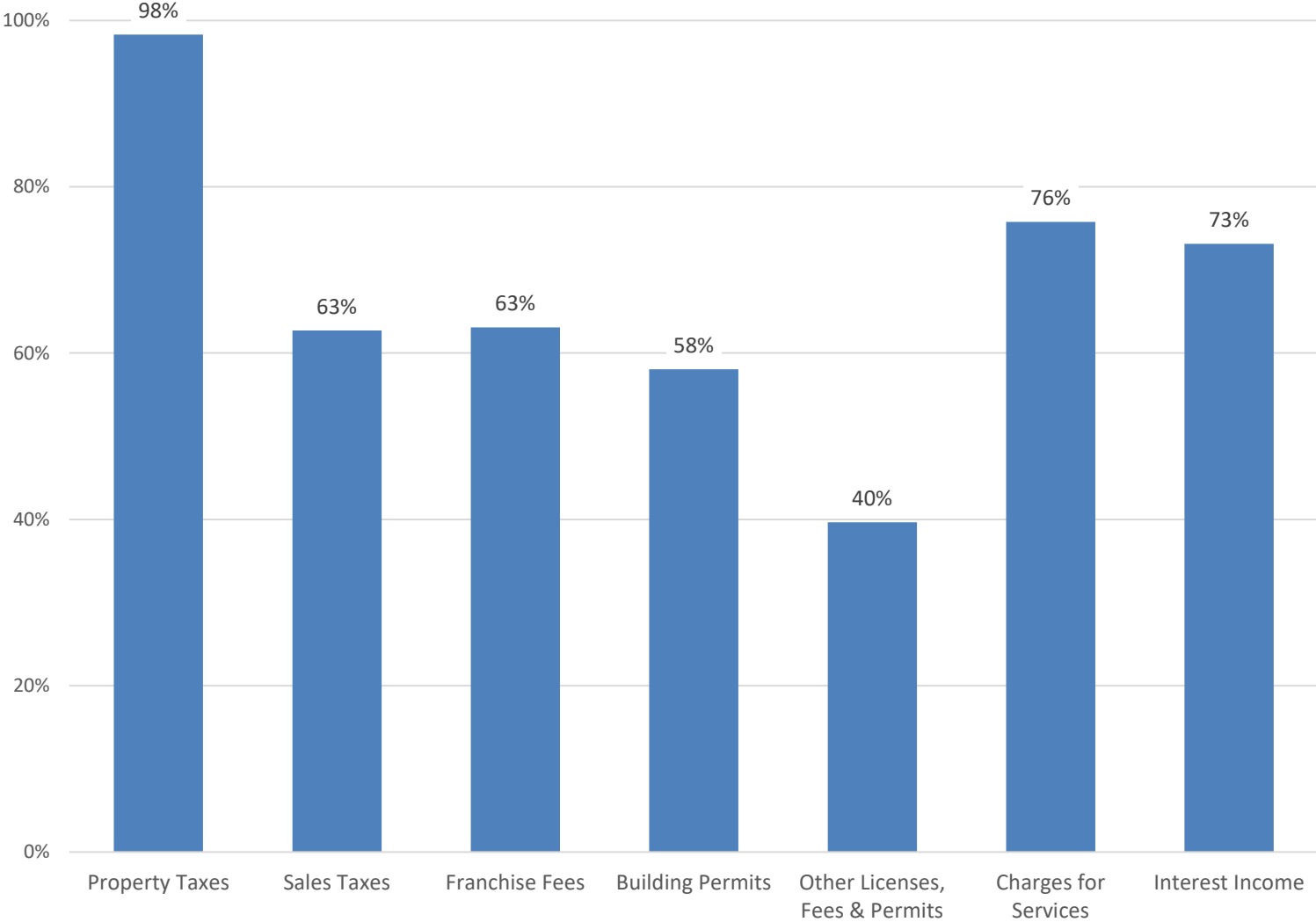
Current Year to Prior Year Actual

■ Current Year ■ Prior Year

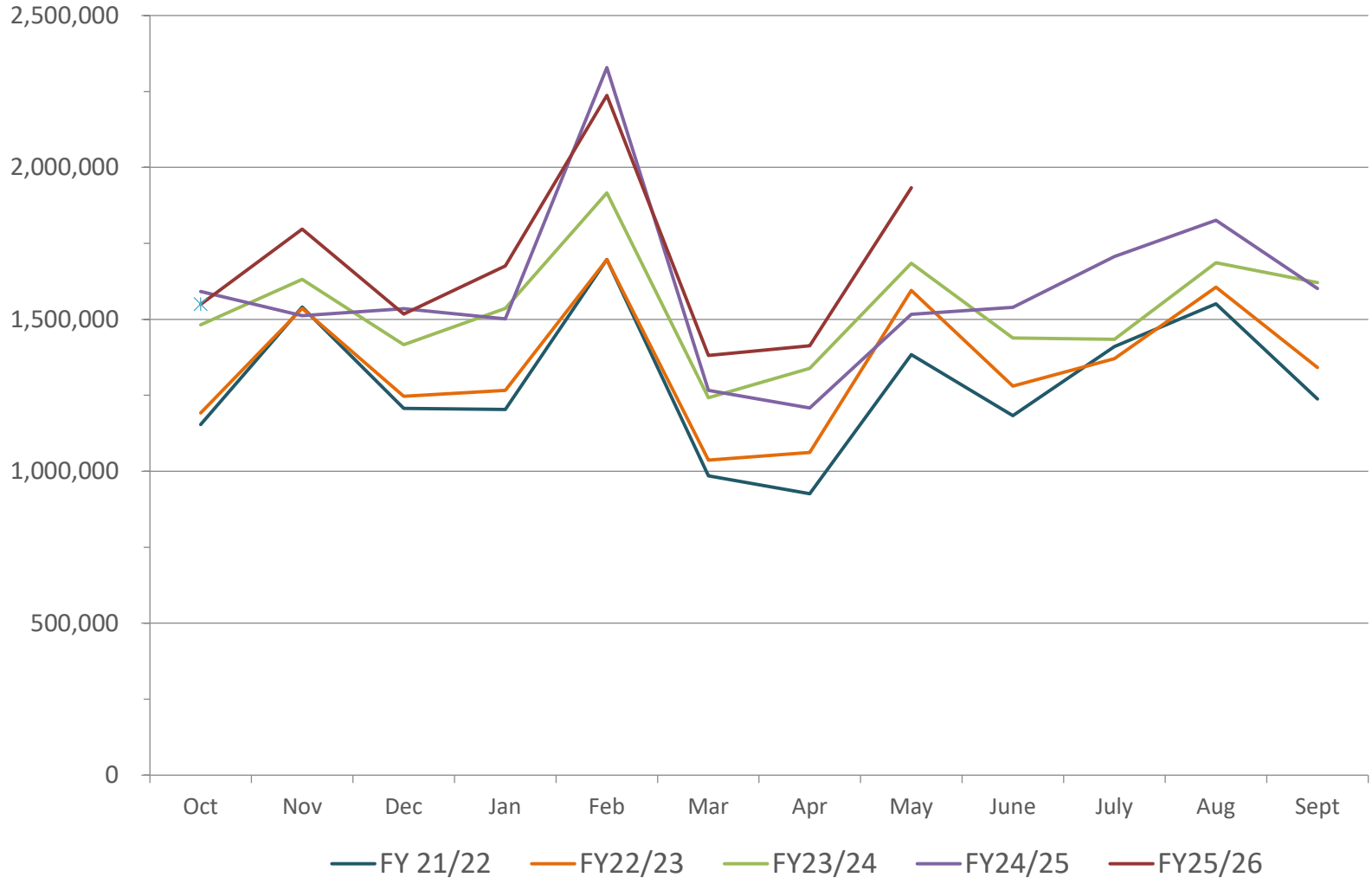


GENERAL FUND REVENUE

Year to Date Percentage of Budget



Sales Tax Revenue by Month



TOWN OF PROSPER, TEXAS
MONTHLY FINANCIAL REPORT
May 31, 2026
Expected Year to Date Percent 66.7%

DEBT SERVICE FUND

	Original Budget	Budget Adjustment	Amended Budget	Current Year YTD Actual	Current Year Encumbrances	Current Remaining Budget Balance	YTD Percent	Note	Prior Year YTD Actual	Change from Prior Year
REVENUES										
Property Taxes-Delinquent	\$ 75,000	\$ -	\$ 75,000	\$ (19,281)	\$ -	\$ 94,281	-26%	4	\$ (16,066)	20%
Property Taxes-Current	20,684,204	-	20,684,204	20,584,253	-	99,951	100%	1	17,889,261	15%
Taxes-Penalties	40,000	-	40,000	53,306	-	(13,306)	133%		46,179	15%
Interest Income	145,000	-	145,000	124,185	-	20,815	86%		161,626	-23%
Transfer In	-	-	-	-	-	-	0%		-	0%
Total Revenues	\$ 20,944,204	\$ -	\$ 20,944,204	\$ 20,742,462	\$ -	\$ 201,742	99%		\$ 18,081,001	15%
EXPENDITURES										
Professional Services	\$ -	\$ -	\$ -	\$ 2,500	\$ -	\$ (2,500)	0%		\$ -	0%
Bond Administrative Fees	20,000	-	20,000	750	-	19,250	4%		465	61%
2014 GO Bond Payment	-	-	-	550,000	-	(550,000)	0%	3	-	0%
2015 GO Bond Payment	1,444,300	-	1,444,300	1,444,300	-	-	100%		1,436,700	1%
2015 CO Bond Payment	-	-	-	-	-	-	0%		495,000	-100%
2016 GO Debt Payment	250,000	-	250,000	250,000	-	-	100%		-	0%
2016 CO Debt Payment	470,000	-	470,000	470,000	-	-	100%		105,000	348%
2017 CO Debt Payment	490,000	-	490,000	490,000	-	-	100%		480,000	2%
2018 GO Debt Payment	170,000	-	170,000	170,000	-	-	100%		160,000	6%
2018 CO Debt Payment	560,000	-	560,000	560,000	-	-	100%		520,000	8%
2019 CO Debt Payment	564,212	-	564,212	564,212	-	-	100%		549,266	3%
2019 GO Debt Payment	175,000	-	175,000	175,000	-	-	100%		170,000	3%
2020 CO Debt Payment	445,000	-	445,000	445,000	-	-	100%		430,000	3%
2021 CO Debt Payment	270,000	-	270,000	270,000	-	-	100%		265,000	2%
2021 GO Debt Payment	1,205,000	-	1,205,000	1,205,000	-	-	100%		1,355,000	-11%
2022 GO Debt Payment	1,070,000	-	1,070,000	1,070,000	-	-	100%		1,020,000	5%
2023 GO Debt Payment	1,340,000	-	1,340,000	1,340,000	-	-	100%		1,055,000	27%
2024 GO Debt Payment	1,035,000	-	1,035,000	1,035,000	-	-	100%		2,100,000	-51%
2025 GO Debt Payment	3,150,000	-	3,150,000	3,150,000	-	-	100%		-	0%
Bond Interest Expense	8,506,816	-	8,506,816	4,346,633	-	4,160,183	51%		4,078,331	7%
Total Expenditures	\$ 21,165,328	\$ -	\$ 21,165,328	\$ 17,538,394	\$ -	\$ 3,626,933	83%		\$ 14,219,761	23%
REVENUE OVER (UNDER) EXPENDITURES	\$ (221,124)	\$ -	\$ (221,124)	\$ 3,204,068					\$ 3,861,240	
Beginning Fund Balance October 1			1,335,683	1,335,683					1,245,232	
Ending Fund Balance Current Month			<u>\$ 1,114,559</u>	<u>\$ 4,539,751</u>					<u>\$ 5,106,472</u>	

- Notes
- Property taxes are billed in October and the majority of collections occur December through February.
 - Annual debt service payments are made in February and August.
 - Redemption of the remaining \$550,000 completed in November 2025.
 - Recalculation refunds greater than delinquent payments.

TOWN OF PROSPER, TEXAS
 MONTHLY FINANCIAL REPORT
 May 31, 2026

EAST THOROUGHFARE IMPACT FEES FUND

Project Budget	Current Year Original Budget	Current Year Budget Adjustment	Current Year Amended Budget	Current Year Actual	Current Year Encumbrances	Current Remaining Budget Balance	Prior Years Expenditure	Project Budget Balance
REVENUES								
East Thoroughfare Impact Fees	\$ 1,200,000	\$ -	\$ 1,200,000	\$ 1,064,309				
East Thoroughfare Other Revenue	-	-	-	-				
Interest Income	100,000	-	100,000	45,993				
Total Revenues	\$ 1,300,000	\$ -	\$ 1,300,000	\$ 1,110,302				
EXPENDITURES								
Developer Reimbursements	\$ 250,000	\$ -	\$ 250,000	\$ -	\$ -	\$ 250,000	\$ -	\$ 250,000
Developer Refund (from PY)*	-	-	-	251,734	-	-	-	-
Total Developer Reimbursements	\$ 250,000	\$ -	\$ 250,000	\$ 251,734	\$ -	\$ 250,000	\$ -	\$ 250,000
Transfer to Capital Project Fund	\$ 2,400,000	\$ -	\$ 2,400,000	\$ 2,768,479		\$ (368,479)		\$ (368,479)
Total Transfers Out	\$ 2,400,000	\$ -	\$ 2,400,000	\$ 2,768,479	\$ -	\$ (368,479)	\$ -	\$ (368,479)
Total Expenditures	\$ 2,650,000	\$ -	\$ 2,650,000	\$ 3,020,213	\$ -	\$ (118,479)	\$ -	\$ (118,479)
REVENUE OVER (UNDER) EXPENDITURES			\$ (1,350,000)	\$ (1,909,911)				
Beginning Fund Balance October 1			2,212,875	2,212,875				
Ending Fund Balance Current Month			<u>\$ 862,875</u>	<u>\$ 302,964</u>				

Notes
 * This will be corrected at midyear.

TOWN OF PROSPER, TEXAS
 MONTHLY FINANCIAL REPORT
 May 31, 2026

WEST THOROUGHFARE IMPACT FEES FUND

Project Budget	Current Year Original Budget	Current Year Budget Adjustment	Current Year Amended Budget	Current Year Actual	Current Year Encumbrances	Current Remaining Budget Balance	Prior Years Expenditure	Project Budget Balance	
REVENUES									
West Thoroughfare Impact Fees	\$ 4,500,000	\$ -	\$ 4,500,000	\$ 2,679,216					
West Thoroughfare Other Revenue	-	-	-	-					
Interest Income	200,000	-	200,000	149,021					
Total Revenues	\$ 4,700,000	\$ -	\$ 4,700,000	\$ 2,828,237					
EXPENDITURES									
Developer Reimbursements									
Pk Place, Prosper Hills, Prosper Meadow	\$ 4,014,469	\$ 900,000	\$ -	\$ 900,000	\$ 302,650	\$ -	\$ 597,350	\$ 125,492	\$ 3,586,327
Parks @ Legacy	6,729,293	-	-	-	407,173	-	(407,173)	6,322,119	-
Star Trail Developer Reimb	6,872,624	-	-	-	-	-	-	6,872,624	-
Legacy Garden Developer Reimb	3,407,300	-	-	-	492,239	-	(492,239)	511,737	2,403,323
DNT Frontier Retail	2,154,348	600,000	-	600,000	270,635	-	329,365	1,343,841	539,872
Total Developer Reimbursements	\$ 23,178,034	\$ 1,500,000	\$ -	\$ 1,500,000	\$ 1,472,698	\$ -	\$ 27,302	\$ 15,175,814	\$ 6,529,522
Transfer to Capital Project Fund	\$ 3,000,000	\$ 3,000,000	\$ -	\$ 3,000,000	\$ 3,000,000	\$ -	\$ -	\$ -	\$ -
Total Transfers Out	\$ 3,000,000	\$ 3,000,000	\$ -	\$ 3,000,000	\$ 3,000,000	\$ -	\$ -	\$ -	\$ -
Total Expenditures	\$ 26,828,034	\$ 4,500,000	\$ -	\$ 4,500,000	\$ 4,472,698	\$ -	\$ 27,302	\$ 15,175,814	\$ 7,179,522
REVENUE OVER (UNDER) EXPENDITURES			\$ 200,000	\$ (1,644,461)					
Beginning Fund Balance October 1			6,079,635	6,079,635					
Ending Fund Balance Current Month			<u>\$ 6,279,635</u>	<u>\$ 4,435,174</u>					

TOWN OF PROSPER, TEXAS
 MONTHLY FINANCIAL REPORT
 May 31, 2026

WATER IMPACT FEES FUND

Project Budget	Current Year Original Budget	Current Year Budget Adjustment	Current Year Amended Budget	Current Year Actual	Current Year Encumbrances	Current Remaining Budget Balance	Prior Years Expenditure	Project Budget Balance
REVENUES								
Impact Fees Water	\$ 3,250,000	\$ -	\$ 3,250,000	\$ 1,543,325				
Interest Income	200,000	-	200,000	172,065				
Total Revenues	<u>\$ 3,450,000</u>	<u>\$ -</u>	<u>\$ 3,450,000</u>	<u>\$ 1,715,390</u>				
EXPENDITURES								
Developer Reimbursements								
DNT Frontier Retail	\$ 343,542	\$ 200,000	\$ -	\$ 200,000	\$ -	\$ -	\$ 200,000	\$ 54,252
Star Trail	3,200,733	500,000	-	500,000	-	-	500,000	3,200,733
Victory at Frontier	209,392	68,031	-	68,031	3,821	-	64,210	168,869
Pk Place, Prosper Hills, Prosper Meadow	1,406,859	1,022,502	-	1,022,502	246,831	-	775,671	-
Total Developer Reimbursements	<u>\$ 5,160,526</u>	<u>\$ 1,790,533</u>	<u>\$ -</u>	<u>\$ 1,790,533</u>	<u>\$ 250,652</u>	<u>\$ -</u>	<u>\$ 1,539,881</u>	<u>\$ 3,423,854</u>
Transfer to Capital Project Fund	\$ -	\$ 4,300,000	\$ -	\$ 4,300,000	\$ 5,799,905	\$ -	(1,499,905)	\$ -
Total Transfers Out	<u>\$ -</u>	<u>\$ 4,300,000</u>	<u>\$ -</u>	<u>\$ 4,300,000</u>	<u>\$ 5,799,905</u>	<u>\$ -</u>	<u>\$ (1,499,905)</u>	<u>\$ -</u>
Total Expenditures	<u>\$ 5,160,526</u>	<u>\$ 6,090,533</u>	<u>\$ -</u>	<u>\$ 6,090,533</u>	<u>\$ 6,050,557</u>	<u>\$ -</u>	<u>\$ 39,976</u>	<u>\$ 3,423,854</u>
REVENUE OVER (UNDER) EXPENDITURES			\$ (2,640,533)	\$ (4,335,168)				
Beginning Fund Balance October 1			7,728,595	7,728,595				
Ending Fund Balance Current Month			<u>\$ 5,088,062</u>	<u>\$ 3,393,428</u>				

* This will be corrected at midyear.

TOWN OF PROSPER, TEXAS
 MONTHLY FINANCIAL REPORT
 May 31, 2026

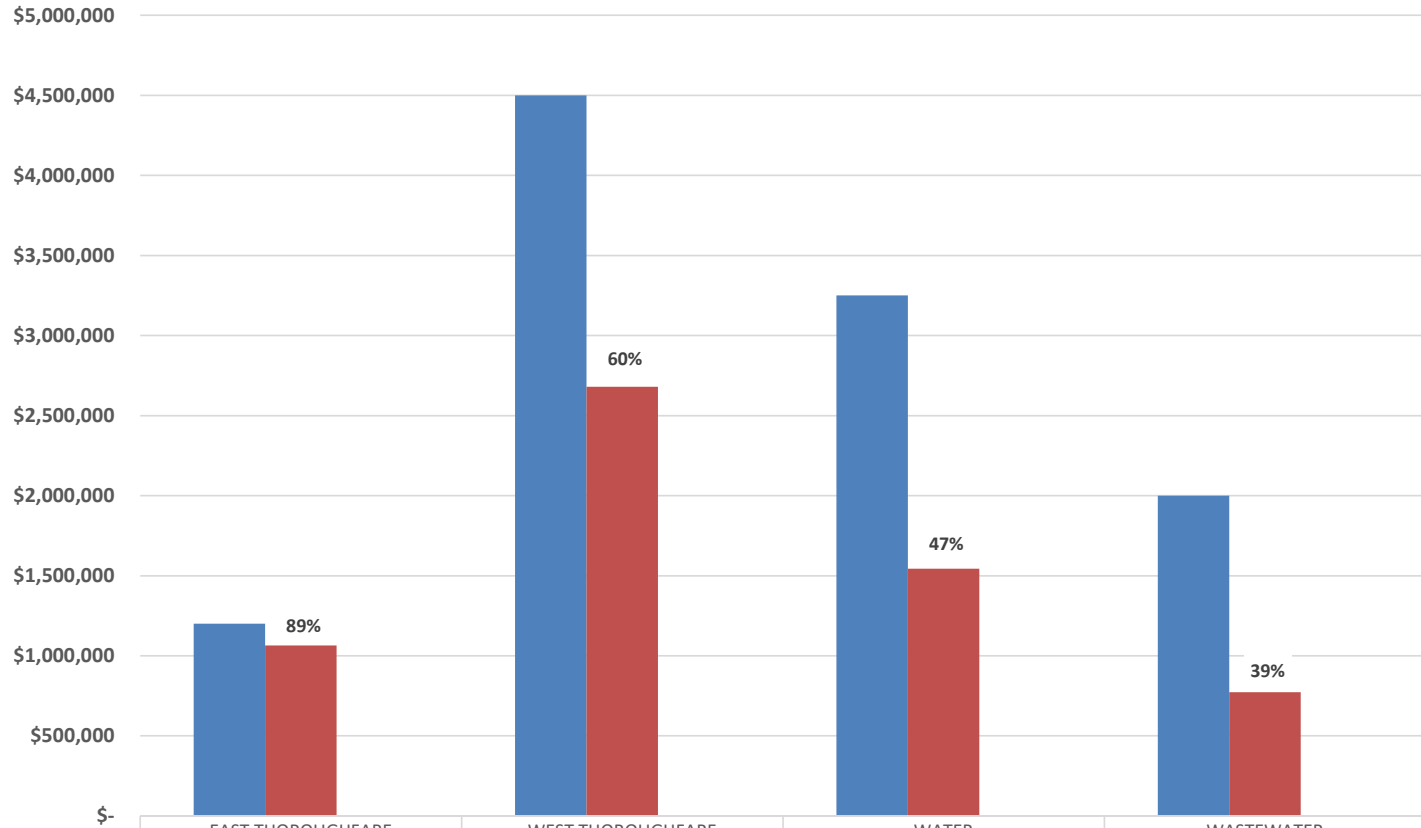
WASTEWATER IMPACT FEES FUND

Project Budget	Current Year Original Budget	Current Year Budget Adjustment	Current Year Amended Budget	Current Year Actual	Current Year Encumbrances	Current Remaining Budget Balance	Prior Years Expenditure	Project Budget Balance
REVENUES								
Impact Fees Wastewater	\$ 2,000,000	\$ -	\$ 2,000,000	\$ 773,309				
Interest Income	100,000	-	100,000	49,491				
Upper Trinity Equity Fee	300,000	-	300,000	96,500				
Total Revenues	<u>\$ 2,400,000</u>	<u>\$ -</u>	<u>\$ 2,400,000</u>	<u>\$ 919,300</u>				
EXPENDITURES								
Developer Reimbursements								
LaCima Developer Reimb	\$ 707,235	\$ 308,726	\$ -	\$ 308,726	\$ -	\$ -	\$ 308,726	\$ 414,818
All Storage Developer Reimb	454,900	150,000	-	150,000	-	-	150,000	54,180
Pk Place, Prosper Hills, Prosper Meadow	186,169	100,000	-	100,000	-	-	100,000	-
Total Developer Reimbursements	<u>\$ 1,348,304</u>	<u>\$ 558,726</u>	<u>\$ -</u>	<u>\$ 558,726</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 558,726</u>	<u>\$ 468,998</u>
Transfer to Capital Project Fund	\$ 2,568,378	\$ 2,568,378	\$ -	\$ 2,568,378	\$ 3,044,585	\$ -	\$ (476,207)	\$ -
Total Transfers Out	<u>\$ 2,568,378</u>	<u>\$ 2,568,378</u>	<u>\$ -</u>	<u>\$ 2,568,378</u>	<u>\$ 3,044,585</u>	<u>\$ -</u>	<u>\$ (476,207)</u>	<u>\$ -</u>
Total Expenditures	<u>\$ 3,916,682</u>	<u>\$ 3,127,104</u>	<u>\$ -</u>	<u>\$ 3,127,104</u>	<u>\$ 3,044,585</u>	<u>\$ -</u>	<u>\$ 82,519</u>	<u>\$ 468,998</u>
REVENUE OVER (UNDER) EXPENDITURES			\$ (727,104)	\$ (2,125,285)				
Beginning Fund Balance October 1			2,463,452	2,463,452				
Ending Fund Balance Current Month			<u>\$ 1,736,348</u>	<u>\$ 338,167</u>				

* This will be corrected at midyear.

IMPACT FEE REVENUE

YTD Actual to Annual Budget



	EAST THOROUGHFARE	WEST THOROUGHFARE	WATER	WASTEWATER
ANNUAL BUDGET	\$1,200,000	4,500,000	\$3,250,000	\$2,000,000
YTD ACTUAL	\$1,064,309	\$2,679,216	\$1,543,325	\$773,309
% OF BUDGET	89%	60%	47%	39%

TOWN OF PROSPER, TEXAS
MONTHLY FINANCIAL REPORT
May 31, 2026
Expected Year to Date Percent 66.7%

TIRZ #1 - BLUE STAR

	Original Budget	Budget Adjustment	Amended Budget	Current Year YTD Actual	Current Remaining Budget Balance	YTD Percent	Note	Prior Year YTD Actual	Change from Prior Year
REVENUES									
Impact Fee Revenue:									
Water Impact Fees	\$ 50,000	\$ -	\$ 50,000	\$ 235,368	\$ (185,368)	471%		\$ 233,915	1%
Wastewater Impact Fees	700,000	-	700,000	378,712	321,288	54%		408,981	-7%
East Thoroughfare Impact Fees	50,000	-	50,000	244,998	(194,998)	490%		156,476	57%
Property Taxes - Town (Current)	1,376,961	-	1,376,961	1,376,516	445	100%	1	1,256,338	10%
Property Taxes - Town (Rollback)	-	-	-	-	-	0%	1	165,155	-100%
Property Taxes - County (Current)	295,022	-	295,022	-	295,022	0%	3	265,382	-100%
Sales Taxes - Town	1,386,765	-	1,386,765	867,344	519,421	63%		825,910	5%
Sales Taxes - EDC	1,161,416	-	1,161,416	726,400	435,016	63%		691,700	5%
Interest Income	50,000	-	50,000	75,568	(25,568)	151%		108,909	-31%
Transfer In	-	-	-	-	-	0%		-	0%
Total Revenue	\$ 5,070,164	\$ -	\$ 5,070,164	\$ 3,904,906	\$ 1,165,258	77%		\$ 4,112,767	-5%
EXPENDITURES									
Professional Services	\$ 3,000	\$ -	\$ 3,000	\$ -	\$ 3,000	0%		\$ -	0%
Developer Reimbursement	6,480,373	-	6,480,373	-	6,480,373	0%	2	-	0%
Transfers Out	-	-	-	-	-	0%		-	0%
Total Expenses	\$ 6,483,373	\$ -	\$ 6,483,373	\$ -	\$ 6,483,373	0%		\$ -	0%
REVENUE OVER (UNDER) EXPENDITURES			\$ (1,413,209)	\$ 3,904,906				\$ 4,112,767	
Beginning Fund Balance October 1			2,004,259	2,004,259				2,542,101	
Ending Fund Balance Current Month			<u>\$ 591,050</u>	<u>\$ 5,909,165</u>				<u>\$ 6,654,868</u>	

Notes

- 1 Property tax documentation received in May to make transfer.
- 2 TIRZ reimbursements are typically made in the last quarter of the fiscal year.
- 3 County's portion received in June.

TOWN OF PROSPER, TEXAS
MONTHLY FINANCIAL REPORT
May 31, 2026
Expected Year to Date Percent 66.7%

TIRZ #2

	Original Budget	Budget Adjustment	Amended Budget	Current Year YTD Actual	Current Remaining Budget Balance	YTD Percent	Note	Prior Year YTD Actual	Change from Prior Year
REVENUES									
Property Taxes - Town (Current)	\$ 151,173	\$ -	\$ 151,173	\$ 151,068	\$ 105	100%	1	\$ 114,647	32%
Property Taxes - Town (Rollback)	-	-	-	-	-	0%	1	-	0%
Property Taxes - County (Current)	9,285	-	9,285	-	9,285	0%	3	24,217	-100%
Sales Taxes - Town	2,200	-	2,200	918	1,282	42%		1,129	-19%
Sales Taxes - EDC	2,200	-	2,200	918	1,282	42%		1,129	-19%
Interest Income	1,500	-	1,500	1,692	(192)	113%		2,007	-16%
Total Revenue	\$ 166,358	\$ -	\$ 166,358	\$ 154,597	\$ 11,761	93%		\$ 143,128	8%
EXPENDITURES									
Professional Services	\$ -	\$ -	\$ -	\$ -	\$ -	0%		\$ -	0%
Developer Reimbursement	184,122	-	184,122	-	184,122	0%	2	-	0%
Transfers Out	-	-	-	-	-	0%		-	0%
Total Expenditures	\$ 184,122	\$ -	\$ 184,122	\$ -	\$ 184,122	0%		\$ -	0%
REVENUE OVER (UNDER) EXPENDITURES			\$ (17,764)	\$ 154,597				\$ 143,128	
Beginning Fund Balance October 1			41,205	41,205				25,751	
Ending Fund Balance Current Month			<u>\$ 23,441</u>	<u>\$ 195,802</u>				<u>\$ 168,879</u>	

Notes

- 1 Property tax documentation received in May to make transfer.
- 2 TIRZ reimbursements are typically made in the last quarter of the fiscal year.
- 3 County's portion received in June.

TOWN OF PROSPER, TEXAS
MONTHLY FINANCIAL REPORT
May 31, 2026
Expected Year to Date Percent 66.7%

CRIME CONTROL AND PREVENTION SPECIAL PURPOSE DISTRICT

	Original Budget	Budget Adjustment	Amended Budget	Current Year YTD Actual	Current Year Encumbrances	Current Remaining Budget Balance	YTD Percent	Note	Prior Year YTD Actual	Change from Prior Year
REVENUES										
Sales Tax - Town	\$ 3,426,536	\$ -	\$ 3,426,536	\$ 2,222,020	\$ -	\$ 1,204,516	65%		\$ 2,020,327	10%
Interest Income	1,200	-	1,200	818	-	382	68%		5,754	-86%
Other	-	-	-	-	-	-	0%		-	0%
Total Revenue	\$ 3,427,736	\$ -	\$ 3,427,736	\$ 2,222,838	\$ -	\$ 1,204,898	65%		\$ 2,026,081	10%
EXPENDITURES										
Personnel	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	0%		\$ 1,561,152	-100%
Other	1,200	-	1,200	-	-	1,200	0%		1,357	-100%
Transfer Out	3,426,536	-	3,426,536	2,222,020	-	1,204,516	65%	1	-	0%
Total Expenditures	\$ 3,427,736	\$ -	\$ 3,427,736	\$ 2,222,020	\$ -	\$ 1,205,716	65%		\$ 1,562,509	-200%
REVENUE OVER (UNDER) EXPENDITURES	\$ -	\$ -	\$ -	\$ 818					\$ 463,572	
Beginning Fund Balance October 1			97,422	97,422					398,065	
Ending Fund Balance Current Month			<u>\$ 97,422</u>	<u>\$ 98,240</u>					<u>\$ 861,637</u>	

Notes

- 1 Payroll costs are transferred monthly.

TOWN OF PROSPER, TEXAS
MONTHLY FINANCIAL REPORT
May 31, 2026
Expected Year to Date Percent 66.7%

FIRE CONTROL, PREVENTION, AND EMERGENCY MEDICAL SERVICES SPECIAL PURPOSE DISTRICT

	Original Budget	Budget Adjustment	Amended Budget	Current Year YTD Actual	Current Year Encumbrances	Current Remaining Budget Balance	YTD Percent	Note	Prior Year YTD Actual	Change from Prior Year
REVENUES										
Sales Tax - Town	\$ 3,460,319	\$ -	\$ 3,460,319	\$ 2,220,278	\$ -	\$ 1,240,041	64%		\$ 2,038,217	9%
Interest Income	600	-	600	878	-	(278)	146%		748	17%
Other	-	-	-	-	-	-	0%		-	0%
Total Revenue	\$ 3,460,919	\$ -	\$ 3,460,919	\$ 2,221,156	\$ -	\$ 1,239,763	64%		\$ 2,038,964	9%
EXPENDITURES										
Personnel	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	0%		\$ 1,974,905	-100%
Other	2,400	-	2,400	-	-	2,400	0%		1,357	-100%
Transfer Out	3,458,519	-	3,458,519	2,220,278	-	1,238,241	64%	1	-	0%
Total Expenditures	\$ 3,460,919	\$ -	\$ 3,460,919	\$ 2,220,278	\$ -	\$ 1,240,641	64%		\$ 1,976,262	-200%
REVENUE OVER (UNDER) EXPENDITURES	\$ -	\$ -	\$ -	\$ 878					\$ 62,703	
Beginning Fund Balance October 1			75,732	75,732					382,940	
Ending Fund Balance Current Month			<u>\$ 75,732</u>	<u>\$ 76,610</u>					<u>\$ 445,643</u>	

Notes

- 1 Payroll costs are transferred monthly.

TOWN OF PROSPER, TEXAS
MONTHLY FINANCIAL REPORT
May 31, 2026
Expected Year to Date Percent 66.7%

PARK DEDICATION AND IMPROVEMENT FUND

	Original Budget	Budget Adjustment	Amended Budget	Current Year YTD Actual	Current Year Encumbrances	Current Remaining Budget Balance	YTD Percent	Note	Prior Year YTD Actual	Change from Prior Year
REVENUES										
Park Dedication Fees	\$ 1,550,000	\$ -	\$ 1,550,000	\$ -	\$ -	\$ 1,550,000	0%	1	\$ 1,303,973	-100%
Park Improvement Fees	800,000	-	800,000	4,500	-	795,500	1%		1,097,000	-100%
Interest - Park Dedication	20,000	-	20,000	23,981	-	(3,981)	120%		37,663	-36%
Interest - Park Improvement	20,000	-	20,000	17,617	-	2,383	88%		16,380	8%
Contributions/Grants	-	-	-	-	-	-	0%		-	0%
Transfers In	-	-	-	-	-	-	0%		-	0%
Total Revenue	\$ 2,390,000	\$ -	\$ 2,390,000	\$ 46,098	\$ -	\$ 2,343,902	2%		\$ 2,455,015	-98%
EXPENDITURES										
Transfers Out - Park Dedication	\$ 1,400,000	\$ -	\$ 1,400,000	\$ 1,400,000	\$ -	\$ -	100%		\$ 1,115,050	26%
Park Dedication	-	-	-	-	-	-	0%		-	0%
Transfers Out - Park Improvement	750,000	-	750,000	750,000	-	-	100%		465,000	61%
Park Improvement	-	-	-	-	-	-	0%		-	0%
Total Expenditures	\$ 2,150,000	\$ -	\$ 2,150,000	\$ 2,150,000	\$ -	\$ -	100%		\$ 1,580,050	36%
REVENUE OVER (UNDER) EXPENDITURES	\$ 240,000	\$ -	\$ 240,000	\$ (2,103,902)					\$ 874,965	
Beginning Fund Balance October 1			2,379,093	2,379,093					1,232,390	
Ending Fund Balance Current Month			<u>\$ 2,619,093</u>	<u>\$ 275,191</u>					<u>\$ 2,107,355</u>	

Notes

1 Fees from Legacy Garden and Mirabella are anticipated later in the year.

TOWN OF PROSPER, TEXAS
MONTHLY FINANCIAL REPORT
May 31, 2026
Expected Year to Date Percent 66.7%

SPECIAL REVENUE FUNDS

	Original Budget	Budget Adjustment	Amended Budget	Current Year YTD Actual	Current Year Encumbrances	Current Remaining Budget Balance	YTD Percent	Note	Prior Year YTD Actual	Change from Prior Year
REVENUES										
Interest Income	\$ 31,550	\$ -	\$ 31,550	\$ 28,311	\$ -	\$ 3,239	90%		\$ 223,076	-87%
Police Donation Revenue	15,500	-	15,500	14,566	-	934	94%		20,938	-30%
Cash Seizure Forfeiture	-	-	-	44,026	-	(44,026)	0%		3,064	1337%
Fire Donation Revenue	15,500	-	15,500	11,546	-	3,954	74%		11,023	5%
Child Safety Revenue	28,000	-	28,000	1,575	-	26,425	6%		18,947	-92%
Court Technology/Security Revenue	16,723	-	16,723	26,645	-	(9,922)	159%		20,014	33%
Municipal Jury revenue	170	-	170	299	-	(129)	176%		292	2%
Tree Mitigation	300,000	-	300,000	156,595	-	143,406	52%		37,800	314%
Escrow Income	-	-	-	-	-	-	0%		-	0%
LEOSE Revenue	3,000	-	3,000	11,016	-	(8,016)	367%		10,288	7%
60-A Inspection Revenue	-	-	-	8,640	-	(8,640)	0%		-	0%
Transfer In	-	-	-	-	-	-	0%		-	0%
Total Revenue	\$ 410,443	\$ -	\$ 410,443	\$ 303,218	\$ -	\$ 107,225	74%		\$ 345,442	-12%
EXPENDITURES										
Police Donation Expense	\$ 25,000	\$ -	\$ 25,000	\$ 15,378	\$ -	\$ 9,622	62%		\$ 3,989	285%
Police Seizure Expense	23,000	-	23,000	7,278	-	15,722	32%		531	1271%
Fire Donation Expense	10,000	-	10,000	643	-	9,357	6%		33,702	-98%
Child Safety Expense	80,000	-	80,000	4,677	9,449	65,874	18%		-	0%
Court Technology/Security Expense	25,060	-	25,060	-	-	25,060	0%		-	0%
Tree Mitigation Expense	-	-	-	-	-	-	0%		-	0%
LEOSE Expense	10,000	-	10,000	-	-	10,000	0%		-	0%
60-A Inspection Expense	-	-	-	-	-	-	0%		-	0%
Transfer Out (Escrow Funds)	-	-	-	-	-	-	0%		500,000	-100%
Transfer Out (Tree Mitigation)	850,000	-	850,000	850,000	-	-	100%		1,150,000	-26%
Total Expenses	\$ 1,023,060	\$ -	\$ 1,023,060	\$ 877,976	\$ 9,449	\$ 135,636	87%		\$ 1,688,223	-48%
REVENUE OVER (UNDER) EXPENDITURES	\$ (612,617)	\$ -	\$ (612,617)	\$ (574,757)					\$ (1,342,780)	
Beginning Fund Balance October 1			1,359,045	1,359,045					2,356,265	
Ending Fund Balance Current Month			<u>746,428</u>	<u>784,288</u>					<u>1,013,485</u>	

TOWN OF PROSPER, TEXAS
MONTHLY FINANCIAL REPORT
May 31, 2026
Expected Year to Date Percent 66.7%

HOTEL OCCUPANCY TAX FUND

	Original Budget	Budget Adjustment	Amended Budget	Current Year YTD Actual	Current Year Encumbrances	Current Remaining Budget Balance	YTD Percent	Note	Prior Year YTD Actual	Change from Prior Year
REVENUES										
Hotel Occupancy Tax	\$ 302,675	\$ -	\$ 302,675	\$ 85,845	\$ -	\$ 216,830	28%		\$ -	0%
Interest Income	2,000	-	2,000	678	-	1,323	34%		-	0%
Other	-	-	-	-	-	-	0%		-	0%
Total Revenue	\$ 304,675	\$ -	\$ 304,675	\$ 86,523	\$ -	\$ 218,152	28%		\$ -	0%
EXPENDITURES										
Personnel	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	0%		\$ -	0%
Hotel Occupancy Tax Rebate	100,892	-	100,892	-	-	100,892	0%		-	0%
Other	-	-	-	-	-	-	0%		-	0%
Total Expenditures	\$ 100,892	\$ -	\$ 100,892	\$ -	\$ -	\$ 100,892	0%		\$ -	0%
REVENUE OVER (UNDER) EXPENDITURES	\$ 203,783	\$ -	\$ 203,783	\$ 86,523					\$ -	
Beginning Fund Balance October 1				-	-				-	
Ending Fund Balance Current Month			<u>\$ 203,783</u>	<u>\$ 86,523</u>					<u>\$ -</u>	

Notes
 * Holiday Inn Express opened November 13, 2025.

TOWN OF PROSPER, TEXAS
MONTHLY FINANCIAL REPORT
May 31, 2026
Expected Year to Date Percent 66.7%

WATER-SEWER FUND

	Original Budget	Budget Adjustment	Amended Budget	Current Year YTD Actual	Current Year Encumbrances	Current Remaining Budget Balance	YTD Percent	Note	Prior Year YTD Actual	Change from Prior Year
REVENUES										
Water Charges for Services	\$ 27,821,398	\$ -	\$ 27,821,398	\$ 13,563,162	\$ -	\$ 14,258,236	49%	3	\$ 12,096,097	12%
Sewer Charges for Services	18,074,593	-	18,074,593	11,192,358	-	6,882,235	62%	3	9,040,380	24%
Licenses, Fees & Permits	193,000	-	193,000	193,558	-	(558)	100%	5	314,207	-38%
Utility Billing Penalties	205,500	-	205,500	159,045	-	46,455	77%		166,124	-4%
Interest Income	350,000	-	350,000	247,901	-	102,099	71%		341,585	-27%
Other	691,700	-	691,700	460,777	-	230,923	67%		457,916	1%
Transfer In	-	-	-	-	-	-	0		-	0%
Total Revenues	\$ 47,336,191	\$ -	\$ 47,336,191	\$ 25,816,800	\$ -	\$ 21,519,391	55%		\$ 22,416,309	15%
EXPENDITURES										
Administration	\$ 996,176	\$ -	\$ 996,176	\$ 952,944	\$ 44,743	\$ (1,512)	100%	2,4	\$ 913,564	4%
Debt Service	8,313,546	-	8,313,546	3,614,477	-	4,699,069	43%	1	2,853,209	27%
Water Purchases	15,819,798	-	15,819,798	9,957,907	-	5,861,891	63%		8,882,771	12%
Wastewater Treatment Fees	6,035,065	-	6,035,065	3,852,951	-	2,182,114	64%		4,121,349	-7%
Franchise Fee	2,172,380	-	2,172,380	1,309,343	-	863,037	60%		757,903	73%
Public Works	10,776,413	-	10,776,413	6,019,676	757,100	3,999,637	63%		5,738,555	5%
Transfer Out	1,829,753	-	1,829,753	1,219,835	-	609,918	67%		880,467	39%
Total Expenses	\$ 45,943,131	\$ -	\$ 45,943,131	\$ 26,927,134	\$ 801,844	\$ 18,214,153	60%		\$ 24,147,818	12%
REVENUE OVER (UNDER) EXPENDITURES	\$ 1,393,060	\$ -	\$ 1,393,060	\$ (1,110,334)					\$ (1,731,508)	
Beginning Working Capital October 1			9,120,375	9,120,375					12,212,476	
*Ending Working Capital			<u>\$ 10,513,435</u>	<u>\$ 8,010,041</u>					<u>\$ 10,480,968</u>	

Notes

- 1 Annual debt service payments are made in February and August.
- 2 Contracts encumbered at the beginning of the year cause YTD percent to be higher than expected in early months.
- 3 Charges for services are low in the winter months and peak in summer causing revenues to show lower than expected in the early months of the fiscal year.
- 4 Property and Liability insurance paid early in the fiscal year causing higher than expected YTD percentages.
- 5 Down from prior year due to change in processing for credit card fees.
- * Minimum Ending Working Capital balance for FY26 = \$10,637,474 (25%).

TOWN OF PROSPER, TEXAS
MONTHLY FINANCIAL REPORT
May 31, 2026
Expected Year to Date Percent 66.67%

WATER-SEWER FUND

	May-26		May-25		Growth % Change
	WATER	SEWER	WATER	SEWER	
# of Accts Residential	14,476	13,781	13,951	13,253	3.87%
# of Accts Commercial	530	483	498	452	6.63%
Consumption-Residential	169,633,590	104,698,849	150,097,600	91,533,098	13.53%
Consumption-Commercial	27,652,590	19,078,700	23,769,410	17,593,060	12.98%
Consumption-Commercial Irrigation	23,276,780		20,027,500		16.22%
Avg Total Res Water Consumption	11,712		11,310		3.55%
Billed (\$) Residential	\$ 1,294,584	\$ 1,205,118	\$ 1,089,563	\$ 954,355	18.82%
Billed (\$) Commercial	\$ 309,833	\$ 252,043	\$ 252,268	\$ 190,713	22.82%
Billed (\$) Commercial Irrigation	\$ 231,062		\$ 186,023		24.21%
Total Billed (\$)	\$ 1,835,480	\$ 1,457,161	\$ 1,527,854	\$ 1,145,068	23.19%

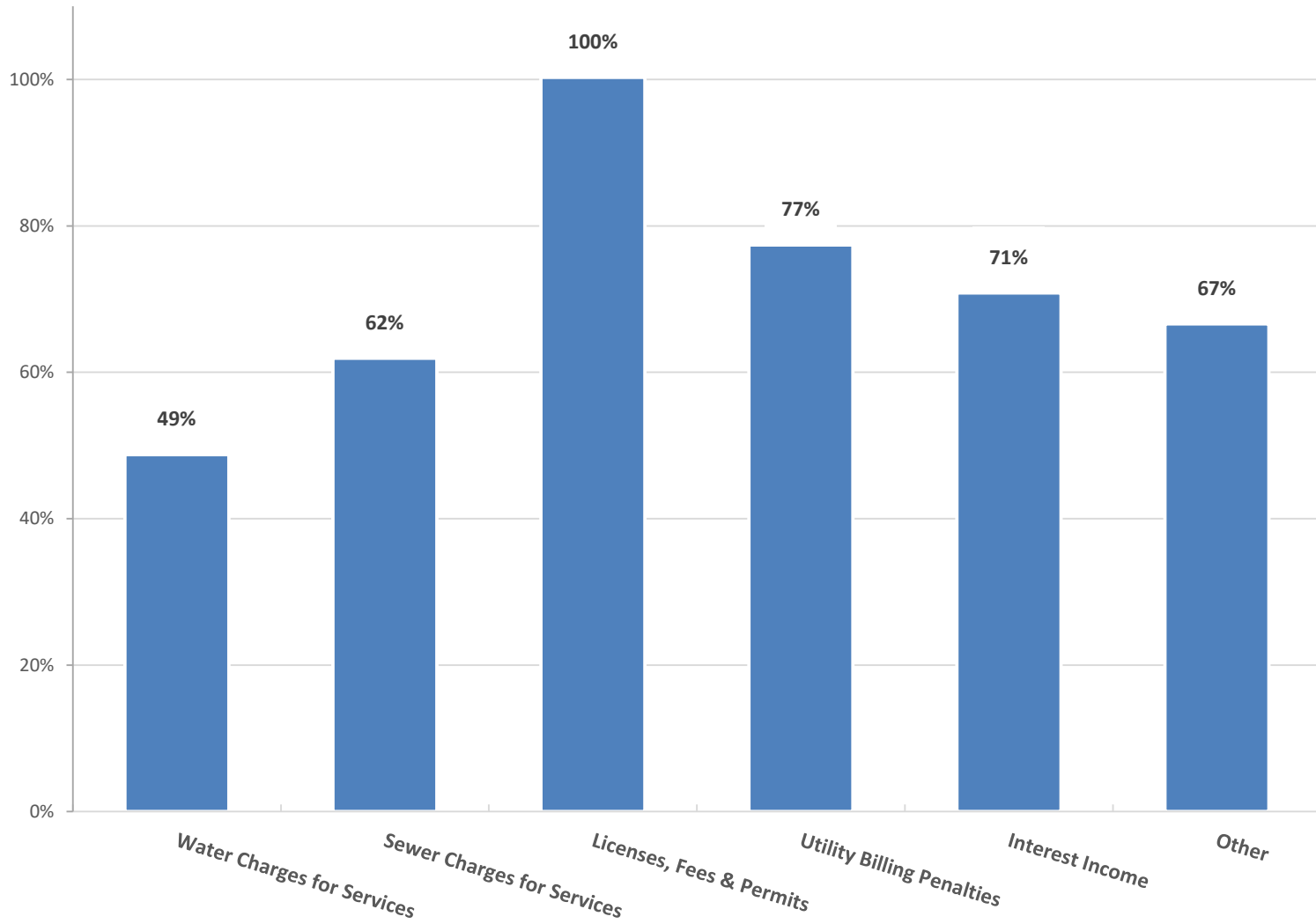
Month	FY2026			FY2025		
	Avg. Temp (°F)	# Rain Days	Rainfall (in)	Avg. Temp (°F)	# Rain Days	Rainfall (in)
October	73°	4	3.05	75°	1	0.41
November	63°	7	4.10	61°	9	4.09
December	54°	2	0.03	61°	13	5.91
January	47°	5	1.80	43°	6	5.94
February	60°	2	1.71	49°	10	2.12
March	67°	3	3.50	64°	7	1.31
April	70°	7	3.23	69°	10	4.65
May	75°	6	1.85	74°	10	6.07
June				82°	6	3.09
July				85°	11	2.58
August				85°	4	2.97
September				81°	6	3.08
Annual		36	19.27		93	42.22

Average Total Residential Water Consumption by Month				
Month	FY2026	FY2025	Five Year	
			Average	Cumulative Average
October	15,618	17,490	17,477	17,477
November	12,738	14,260	11,974	29,450
December	8,559	9,080	7,760	37,211
January	7,680	6,340	6,932	44,142
February	7,417	6,090	6,415	50,487
March	6,717	6,308	6,631	57,188
April	11,933	10,638	9,897	67,085
May	11,712	11,310	11,332	78,418
June		13,536	11,912	90,330
July		15,430	18,548	108,877
August		19,802	22,581	131,458
September		18,840	20,443	151,901
TOTAL (gal)	82,374	149,124	151,901	

Weather Data: <https://www.wunderground.com/history/monthly/KDAL/date/2026-05>

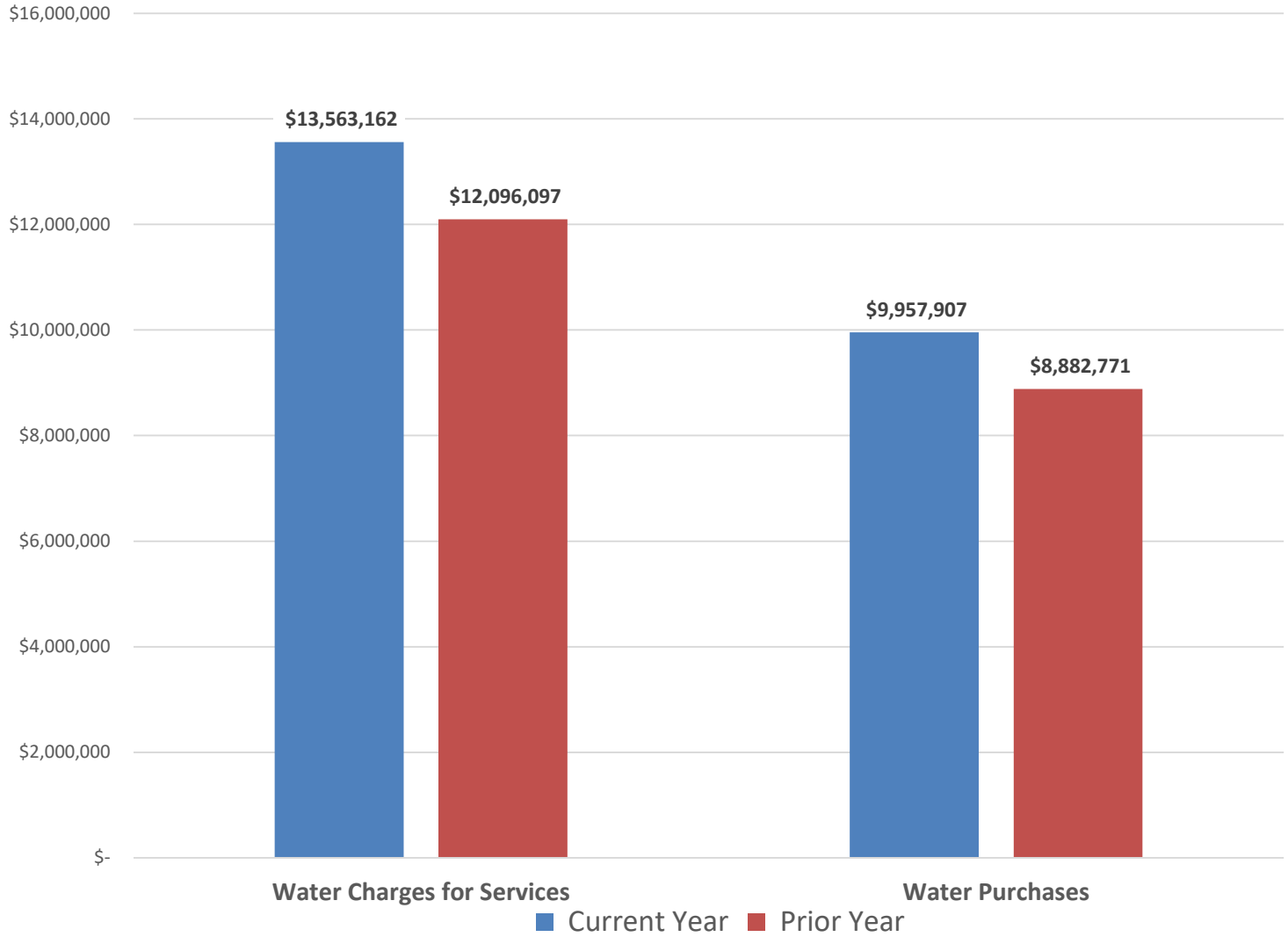
WATER SEWER FUND

REVENUE YTD % OF ANNUAL BUDGET



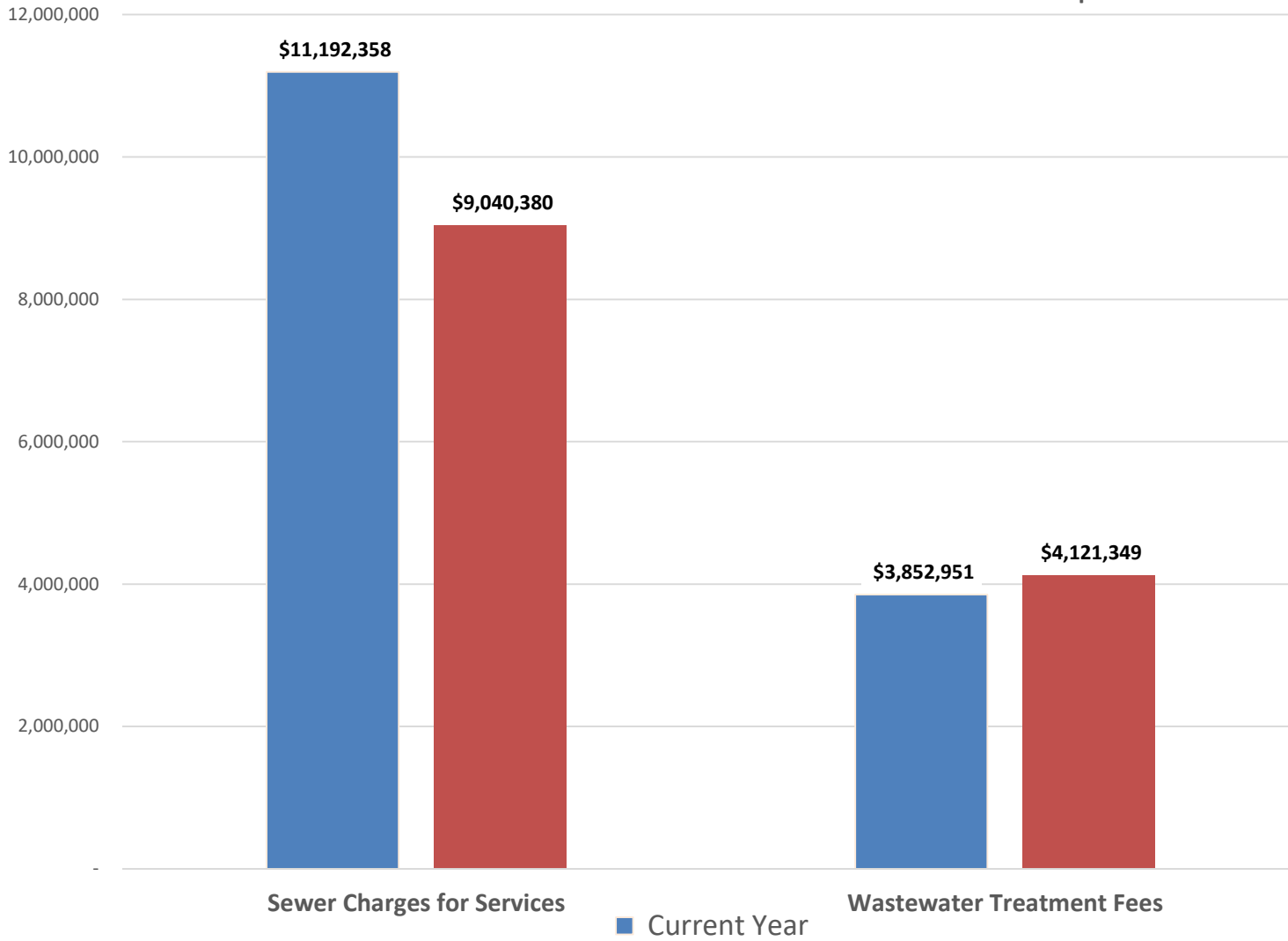
WATER REVENUE AND EXPENSE

Current YTD to Prior Year YTD Actual Comparison



SEWER REVENUE AND EXPENSE

Current YTD to Prior Year YTD Actual Comparison



Due to the timing of payments, prior year Sewer Management Fees were paid in Nov-2024

TOWN OF PROSPER, TEXAS
MONTHLY FINANCIAL REPORT
May 31, 2026
Expected Year to Date Percent 66.7%

STORMWATER DRAINAGE UTILITY FUND

	Original Budget	Budget Adjustment	Amended Budget	Current Year YTD Actual	Current Year Encumbrances	Current Remaining Budget Balance	YTD Percent	Note	Prior Year YTD Actual	Change from Prior Year
REVENUES										
Storm Drainage Utility Fee	\$ 1,726,111	\$ -	\$ 1,726,111	\$ 974,481	\$ -	\$ 751,631	56%	3	\$ 653,280	49%
Drainage Review Fee	25,000	-	25,000	6,100	-	18,900	24%		-	0%
Interest Income	8,000	-	8,000	9,752	-	(1,752)	122%		6,313	54%
Other Revenue	-	-	-	31,050	-	(31,050)	0%		-	0%
Transfer In	-	-	-	-	-	-	0%		-	0%
Total Revenue	\$ 1,759,111	\$ -	\$ 1,759,111	\$ 1,021,383	\$ -	\$ 737,728	58%		\$ 659,593	55%
EXPENDITURES										
Administration	\$ 558,690	\$ -	\$ 558,690	\$ 316,438	\$ -	\$ 242,252	57%		\$ 275,603	15%
Debt Service	220,338	-	220,338	151,331	-	69,007	69%	2	133,388	13%
Operating Expenditures	119,546	(990)	118,556	42,362	800	75,395	36%		16,883	151%
Capital	267,374	-	267,374	-	-	267,374	0%		-	0%
Transfers Out	229,954	-	229,954	219,969	-	9,985	96%	1	155,331	42%
Total Expenses	\$ 1,395,902	\$ (990)	\$ 1,394,912	\$ 730,100	\$ 800	\$ 664,012	52%		\$ 581,204	26%
REVENUE OVER (UNDER) EXPENDITURES	\$ 363,209	\$ 990	\$ 364,199	\$ 291,283					\$ 78,389	
Beginning Working Capital October 1			342,877	342,877					251,393	
Ending Working Capital Current Month			<u>\$ 707,076</u>	<u>\$ 634,160</u>					<u>\$ 329,782</u>	

Notes

- 1 Capital project funds are transferred as needed; General fund transfers are made monthly.
- 2 Annual debt service payments are made in February and August.
- 3 Stormwater fees raised for FY2026.

TOWN OF PROSPER, TEXAS
MONTHLY FINANCIAL REPORT
May 31, 2026
Expected Year to Date Percent 66.7%

SOLID WASTE FUND

	Original Budget	Budget Adjustment	Amended Budget	Current Year YTD Actual	Current Year Encumbrances	Current Remaining Budget Balance	YTD Percent	Note	Prior Year YTD Actual	Change from Prior Year
REVENUES										
Sanitation Charges for Services	\$ 3,938,626	\$ -	\$ 3,938,626	\$ 2,774,443	\$ -	\$ 1,164,183	70%	2	\$ 2,393,173	16%
Interest Income	3,500	-	3,500	6,699	-	(3,199)	191%		5,087	32%
Transfer In	-	-	-	-	-	-	0%		-	0%
Total Revenues	\$ 3,942,126	\$ -	\$ 3,942,126	\$ 2,781,142	\$ -	\$ 1,160,984	71%		\$ 2,398,261	16%
EXPENDITURES										
Administration	\$ 75,588	\$ -	\$ 75,588	\$ 45,398	\$ -	\$ 30,190	60%		\$ 43,501	4%
Sanitation Collection	3,445,196	-	3,445,196	2,143,161	1,302,035	-	100%	1	1,780,197	20%
Capital Expenditure	-	-	-	-	120,120	(120,120)	0%		-	0%
Debt Service	257,501	-	257,501	171,667	-	85,834	67%		171,667	0%
Transfer Out	195,951	-	195,951	130,634	-	65,317	67%		-	0%
Total Expenses	\$ 3,974,236	\$ -	\$ 3,974,236	\$ 2,490,860	\$ 1,422,155	\$ 61,221	98%		\$ 1,995,364	25%
REVENUE OVER (UNDER) EXPENDITURES	\$ (32,110)	\$ -	\$ (32,110)	\$ 290,282					\$ 402,896	
Beginning Working Capital October 1			278,792	278,792					52,403	
Ending Working Capital			<u>\$ 246,682</u>	<u>\$ 569,074</u>					<u>\$ 455,299</u>	

Notes

- 1 Full trash collection budget encumbered. Actual YTD spend is under expected percentage.
- 2 Town adopted a weekly bulk service pickup in February 2025.

TOWN OF PROSPER, TEXAS
 MONTHLY FINANCIAL REPORT
 May 31, 2026
 Expected Year to Date Percent 66.7%

VEHICLE AND EQUIPMENT REPLACEMENT FUND

	Original Budget	Budget Adjustment	Amended Budget	Current Year YTD Actual	Current Year Encumbrances	Current Remaining Budget Balance	YTD Percent	Note	Prior Year YTD Actual	Change from Prior Year
REVENUES										
Charges for Services	\$ 1,566,797	\$ 5,267	\$ 1,572,064	\$ 1,048,043	\$ -	\$ 524,021	67%		\$ 1,048,043	0%
Grant Revenue	-	-	-	-	-	-	0%		-	0%
Other Reimbursements	150,000	(150,000)	-	-	-	-	0%		22,325	-100%
Interest Income	250,000	-	250,000	98,862	-	151,138	40%		167,796	-41%
Auction Proceeds	-	150,000	150,000	154,833	-	(4,833)	103%		107,500	44%
Total Revenue	\$ 1,966,797	\$ 5,267	\$ 1,972,064	\$ 1,301,737	\$ -	\$ 670,327	209%		\$ 1,345,663	-97%
EXPENDITURES										
Vehicle Replacement	\$ 1,972,462	\$ 400	\$ 1,972,862	\$ 719,898	\$ 5,927,393	\$ (4,674,429)	337%	1, 2	\$ 810,709	-11%
Equipment Replacement	77,706	1,089,094	1,166,800	684,990	192,711	289,100	75%	1	416,238	65%
Technology Replacement	1,089,094	(1,089,094)	-	-	-	-	0%		-	0%
Total Expenditures	\$ 3,139,262	\$ 400	\$ 3,139,662	\$ 1,404,888	\$ 6,120,104	\$ (4,385,330)	240%		\$ 1,226,947	15%
REVENUE OVER (UNDER) EXPENDITURES	\$ (1,172,465)	\$ 4,867	\$ (1,167,598)	\$ (103,151)					\$ 118,716	
Beginning Working Capital October 1			3,891,901	3,891,901					6,055,897	
Ending Working Capital Current Month			<u>\$ 2,724,303</u>	<u>\$ 3,788,750</u>					<u>\$ 6,174,613</u>	

Notes

- Contracts encumbered at the beginning of the year cause YTD percent to be higher than expected in early months.
- Encumbrances include \$4,861,328 of fire equipment on order but not expected until FY27 or later.

TOWN OF PROSPER, TEXAS
MONTHLY FINANCIAL REPORT
May 31, 2026
Expected Year to Date Percent 66.7%

HEALTH INSURANCE FUND

	Original Budget	Budget Adjustment	Amended Budget	Current Year YTD Actual	Current Year Encumbrances	Current Remaining Budget Balance	YTD Percent	Note	Prior Year YTD Actual	Change from Prior Year
REVENUES										
Health Charges	\$ 7,231,912	\$ -	\$ 7,231,912	\$ 4,003,206	\$ -	\$ 3,228,706	55%	1	\$ 3,378,311	18%
Cobra and Stop Loss Reimbursements	300,000	-	300,000	377,311	-	(77,311)	126%	2	559,792	-33%
Interest Income	20,000	-	20,000	3,301	-	16,699	17%		2,876	15%
Transfers In	710,000	-	710,000	473,333	-	236,667	67%		-	0%
Total Revenue	\$ 8,261,912	\$ -	\$ 8,261,912	\$ 4,857,152	\$ -	\$ 3,404,760	59%		\$ 3,940,979	23%
EXPENDITURES										
Contractual Services	\$ 133,911	\$ -	\$ 133,911	\$ 101,073	\$ 56,395	\$ (23,557)	118%		\$ 70,041	44%
Employee Health Insurance/Claims	8,371,480	-	8,371,480	4,680,197	-	3,691,283	56%		5,458,373	-14%
Total Expenditures	\$ 8,505,391	\$ -	\$ 8,505,391	\$ 4,781,269	\$ 56,395	\$ 3,667,727	57%		\$ 5,528,414	-14%
REVENUE OVER (UNDER) EXPENDITURES	\$ (243,479)	\$ -	\$ (243,479)	\$ 75,883					\$ (1,587,435)	
Beginning Fund Balance October 1			65,965	65,965					148,135	
Ending Fund Balance Current Month			<u>\$ (177,514)</u>	<u>\$ 141,848</u>					<u>\$ (1,439,300)</u>	

Notes

- 1 Health Charges expected to increase later in the FY. New plan year starts January 2026. Additional staff bugeted February 2026.
- 2 Stop loss reimbursements are received after health claims are paid.

TOWN OF PROSPER, TEXAS
 MONTHLY FINANCIAL REPORT
 May 31, 2026

GOVERNMENTAL CAPITAL PROJECTS FUND

	Prior Year Project Budget	Current Year Original Budget	Current Year Budget Adjustment	Life to Date Amended Budget	Current Year Actual	Current Year Encumbrances	Prior Years Expenditure	Project Budget Balance
REVENUES								
Property Taxes - Capital Dedicated		\$ 10,500,000	\$ (10,500,000)	\$ -	\$ 10,500,000			
Contributions/Interlocal Revenue		3,600,000	-	3,600,000	480,592			
Bond Proceeds - 2026 GO Bonds		23,297,062	-	23,297,062	-			
Interest Income		3,000,000	-	3,000,000	1,977,452			
Transfers In - Impact Fee Funds		5,500,000	-	5,500,000	5,768,479			
Transfers In - Tree Mitigation		850,000	-	850,000	850,000			
Transfers In - Park Dedication/Improvement		2,150,000	-	2,150,000	2,150,000			
Grants		-	-	-	646,113			
Other Revenue		-	-	-	7,287			
Transfers In		-	-	-	-			
Total Revenues		\$ 48,897,062	\$ (10,500,000)	\$ 38,397,062	\$ 22,379,922			

TOWN OF PROSPER, TEXAS
MONTHLY FINANCIAL REPORT
May 31, 2026

GOVERNMENTAL CAPITAL PROJECTS FUND

	Prior Year Project Budget	Current Year Original Budget	Current Year Budget Adjustment	Life to Date Amended Budget	Current Year Actual	Current Year Encumbrances	Prior Years Expenditure	Project Budget Balance
EXPENDITURES								
Street & Traffic Projects								
Street Projects								
First Street (DNT - Coleman)	\$ 24,758,067	\$ -	\$ -	\$ 24,758,067	\$ 63,576	\$ 20,869,065	\$ 3,760,129	\$ 65,297
Coit Road (First-Frontier)	27,789,900	-	(6,881,407)	20,908,493	3,183,385	7,802,729	3,215,538	6,706,842
DNT Main Lane (US 380 - FM 428)	7,671,186	-	-	7,671,186	2,557,062	-	5,114,123	1
Fishtrap (Elem-DNT)	32,230,732	-	(58,589)	32,172,143	122,364	502,274	31,499,530	47,975
Teel (US380 Intersection Improv.)	-	-	493,527	493,527	493,527	-	-	-
First Street (Coit-Custer) 4 Lanes	26,563,812	-	-	26,563,812	210	-	26,372,036	191,567
Preston Road / First Street Dual Le	900,000	-	-	900,000	10,500	11,577	71,523	806,400
Craig Street (Preston - Fifth)	750,000	4,400,000	-	5,150,000	37,665	32,393	719,042	4,360,900
Coleman (Gorgeous - Talon)	4,022,596	15,500,000	(6,298,291)	13,224,305	288,730	187,312	2,847,712	9,900,550
Legacy (Prairie - Fishtrap) - 4 lan	10,000,000	-	171,519	10,171,519	-	-	10,171,519	-
Teel Parkway (US 380 - Fishtrap Rd)	6,040,289	-	26,212	6,066,501	6,237	4,161	6,056,103	-
Coit Road / US 380 SB Dual Left Tur	27,917	-	-	27,917	2,064	-	23,986	1,867
Parvin (FM 1385 - Legacy)	500,000	-	-	500,000	-	-	500,000	-
Street Impact Fee Analysis	105,627	-	-	105,627	1,750	-	57,110	46,766
US 380 Deceleration Lanes - Denton	500,000	-	-	500,000	-	-	43,600	456,400
Safety Way (Cook - Technology)	800,000	-	-	800,000	-	-	454,085	345,915
Gorgeous/McKinley	700,000	-	-	700,000	15,000	-	608,940	76,060
First Street (Coleman - Craig)	2,500,000	-	-	2,500,000	5,000	58,489	516,408	1,920,103
Gee Road (US 380 - FM 1385) - 2 NB	3,900,000	1,100,000	-	5,000,000	51,913	98,938	1,590,688	3,258,460
Frontier Parkway (Legacy - DNT)	300,000	-	-	300,000	-	-	300,000	-
Star Trail, Phase 5: Street Repairs	1,450,000	-	-	1,450,000	710,654	300,000	-	439,346
Prosper Trail (Coit - Custer) - 2 W	1,400,000	-	-	1,400,000	63,559	121,263	578,178	637,000
Windsong Parkway/US 380 Dual Left T	152,620	-	-	152,620	-	-	73,318	79,302
Legacy Drive (Prosper Tr. to P	-	-	6,308,292	6,308,292	259	-	167	6,307,866
Coleman St (First-Georgeous)	660,000	-	-	660,000	-	278,698	381,902	(600)
Teel Parkway (First-Freeman)	855,510	-	59,923	915,433	-	295,589	619,844	-
Legacy (First St. - Prosper Tr	200,000	-	-	200,000	134,800	-	-	65,200
Legacy (First St. - Prosper Tr	550,000	-	-	550,000	-	-	-	550,000
Prosper Trail (Legacy - DNT)	1,200,000	-	-	1,200,000	290,809	442,885	260,306	206,000
Roundabout Peer Review and Tho	28,500	-	-	28,500	4,463	-	24,038	-
West Gorgeous (McKinley-Colema	230,000	-	-	230,000	38,170	100,699	84,128	7,004
Godwin Parkway (DNT - BNSF RR)	-	2,000,000	-	2,000,000	1,000,000	-	-	1,000,000
Whitley Place/First St. - Open Spac	-	250,000	-	250,000	-	-	-	250,000
Unprogrammed Future Projects	522,874	-	(95,102)	427,772	-	-	-	427,772

TOWN OF PROSPER, TEXAS
 MONTHLY FINANCIAL REPORT
 May 31, 2026

GOVERNMENTAL CAPITAL PROJECTS FUND

	Prior Year Project Budget	Current Year Original Budget	Current Year Budget Adjustment	Life to Date Amended Budget	Current Year Actual	Current Year Encumbrances	Prior Years Expenditure	Project Budget Balance
Street & Traffic Projects								
<u>Traffic Projects</u>								
Fifth Street Quiet Zone	500,000	-	-	500,000	390	-	-	499,610
Traffic Signal - Fishtrap & Artesia	525,000	140,000	(75,000)	590,000	1,305	6,707	323,079	258,909
Median Lighting US 380 (Mahard-Love)	300,000	-	-	300,000	-	-	-	300,000
Traffic Signal - DNT/Frontier	281,500	-	-	281,500	-	56,637	213,560	11,303
Traffic Signal - Teel Pkway & Prair	525,000	140,000	73,720	738,720	471,736	61,596	39,304	166,084
Traffic Signal Acacia Parkway/Gee R	667,573	-	-	667,573	15,780	5,400	645,373	1,020
Traffic Signal First Street/Legacy	992,259	-	54,085	1,046,344	383,705	415,028	246,948	663
Opticom Repair/Installation	85,000	-	-	85,000	-	6,960	75,597	2,443
Gee/Lockwood Pedestrian Hybrid	357,113	-	-	357,113	188,473	50,102	113,650	4,887
First/Copper Canyon Pedestrian	331,054	-	-	331,054	188,473	27,567	108,867	6,147
First/Chaucer Pedestrian Hybri	316,374	-	-	316,374	188,473	15,087	106,658	6,156
Tr. Signal (Denton-Fishtrap)	390,428	-	-	390,428	-	-	377,974	12,454
Traffic Improvement Projects (767,160	1,500,000	(382,500)	1,884,660	5,655	-	-	1,879,005
Traffic Signal Communications P	495,000	-	150,000	645,000	-	607,353	-	37,647
Traffic Signal - Legacy & Prai	525,000	140,000	(49,500)	615,500	-	-	-	615,500
School Zone Flashers	140,544	-	-	140,544	-	-	140,544	-
Traffic Equipment	15,928	-	-	15,928	-	-	15,928	-
Crosswalk Development Projects	140,000	-	-	140,000	57,839	5,101	62,984	14,076
Traffic Signal - Legacy & Prosper T	-	85,000	(24,750)	60,250	-	-	-	60,250
Traffic Signal - Legacy & Starwood	-	85,000	(24,750)	60,250	-	-	-	60,250
Traffic Signal Warrant Studies	-	85,000	(35,500)	49,500	-	49,500	-	-
First St at Fire No.3 Emgcy Signal	-	-	77,500	77,500	-	77,500	-	-
La Cima Blvd at Arrowhead-PHB	-	-	77,500	77,500	-	77,500	-	-
Coit Rd at Rodgers MS - PHB	-	-	77,500	77,500	-	77,500	-	-
Total Street & Traffic Projects	\$ 164,664,563	\$ 25,425,000	\$ (6,355,611)	\$ 183,733,950	\$ 10,583,525	\$ 32,645,611	\$ 98,414,418	\$ 42,090,397

TOWN OF PROSPER, TEXAS
MONTHLY FINANCIAL REPORT
May 31, 2026

GOVERNMENTAL CAPITAL PROJECTS FUND

	Prior Year Project Budget	Current Year Original Budget	Current Year Budget Adjustment	Life to Date Amended Budget	Current Year Actual	Current Year Encumbrances	Prior Years Expenditure	Project Budget Balance
Park Projects								
<u>Neighborhood Park</u>								
Windsong Park #3	\$ 350,000	\$ -	\$ -	\$ 350,000	\$ 307,824	\$ -	\$ -	\$ 42,176
Lakewood Preserve, Phase 2	5,587,255	-	(1)	5,587,255	8,889	5,499	5,563,948	8,919
Downtown Park (Broadway/Parvin)	1,158,240	200,000	(127,000)	1,231,240	43,558	531,139	99,058	557,485
Raymond Community Park Dam Repair	-	350,000	-	350,000	41,123	59,878	-	249,000
Playground Shade Structures - Lakew	-	200,000	-	200,000	-	-	-	200,000
Security Cameras - Raymond Communit	-	250,000	-	250,000	-	-	-	250,000
Pecan Grove & Whitley Place HOA Irr	-	125,000	-	125,000	-	-	-	125,000
Mirabella Park (Tellus)	-	500,000	-	500,000	-	-	-	500,000
Creekside Park (Shaddock)	-	445,000	-	445,000	-	-	-	445,000
<u>Trails</u>								
Doe Branch Trail Connections	1,684,000	-	-	1,684,000	367,363	88,764	124,111	1,103,761
<u>Downtown Improvements</u>								
Downtown Improvements	329,383	-	9,930	339,313	89,061	8,436	239,166	2,650
Downtown Monumentation	164,700	-	40,531	205,231	19,480	21,410	164,341	-
Downtown Monumentation, Broadway &	370,000	255,000	7,622	632,622	106,353	468,303	-	57,966
Prosper Parking Lot and Alley Impro	552,500	-	(23,168)	529,332	23,177	404,351	100,550	1,254
<u>Community Park</u>								
Raymond Community Park	24,787,000	128,000	390,000	25,305,000	5,899,608	1,345,242	17,375,181	684,970
Raymond Comm. Park, Trail/Brid	916,802	-	-	916,802	-	916,535	-	267
Froniter Park Pond Repairs	473,000	-	-	473,000	-	33,768	420,123	19,109
Frontier Park Concrete Repairs	120,000	-	-	120,000	-	-	-	120,000
Parks & Recreation Admin Facil	80,000	-	-	80,000	-	-	72,803	7,197
Doe Branch Property Masterplan	140,000	-	-	140,000	46,900	5,000	82,700	5,400
Dream Park	-	3,000,000	-	3,000,000	1,113,437	1,861,938	-	24,625
Playgr. Shade Struct.-Pecan Gr	160,000	-	-	160,000	-	-	158,923	1,077
<u>Median/ Landscape Screening</u>								
US 380 Green Ribbon Lndscp- Irrigat	2,295,000	-	-	2,295,000	192,662	25,233	1,601,537	475,567
Mahard Medians	-	500,000	-	500,000	19,800	30,200	-	450,000
Prairie Medians	-	250,000	-	250,000	5,400	44,600	-	200,000
Richland Median Lndscp (Prosper Com	-	150,000	-	150,000	-	-	-	150,000
Prosper Trail Screening (Preston -	550,000	-	7,000	557,000	49,339	-	472,986	34,675
Parks Master Plan Update	140,000	-	-	140,000	-	-	132,707	7,293
Unprogrammed Future Projects	400,190	-	(333,333)	66,857	-	-	-	66,857
Total Park Projects	\$ 40,258,070	\$ 6,353,000	\$ (28,419)	\$ 46,582,651	\$ 8,333,973	\$ 5,850,295	\$ 26,608,134	\$ 5,790,248

TOWN OF PROSPER, TEXAS
MONTHLY FINANCIAL REPORT
May 31, 2026

GOVERNMENTAL CAPITAL PROJECTS FUND

	Prior Year Project Budget	Current Year Original Budget	Current Year Budget Adjustment	Life to Date Amended Budget	Current Year Actual	Current Year Encumbrances	Prior Years Expenditure	Project Budget Balance
Facility Projects								
<u>Public Safety</u>								
Fire Station #4 Design	\$ 950,680	\$ -	\$ -	\$ 950,680	\$ 91,744	\$ 17,140	\$ 856,971	\$ (15,175)
Fire Station #4 Other Developm	413,422	-	-	413,422	19,621	13,111	111,496	269,195
Fire Station #4 Construction	11,610,003	-	-	11,610,003	5,064,866	10,893	6,534,244	-
Fire Station #4 (FF&E)	700,000	-	-	700,000	430,063	19,224	-	250,713
Public Safety Fiber Ring	1,000,000	-	-	1,000,000	76,621	-	-	923,380
PD Needs Assessment	78,740	-	1	78,741	11,775	-	66,966	-
Town Hall HVAC Unit	-	-	61,933	61,933	61,933	-	-	-
Repairs Fire Station 2	-	-	57,429	57,429	57,429	-	-	-
Central Fire BAS System	-	-	65,732	65,732	-	65,732	-	-
Fire Station 2 BAS System	-	-	16,435	16,435	16,435	-	-	-
Fire Station 3 BAS System	-	-	39,694	39,694	39,694	-	-	-
Quint Fire Engine (New Central Fire	1,495,000	-	-	1,495,000	-	-	1,469,880	25,120
Ambulance (New Central Fire Station	495,000	-	-	495,000	-	-	487,388	7,612
Fire Engine Station #4	1,250,000	-	-	1,250,000	-	-	1,246,418	3,582
Ambulance Station #4	552,000	-	-	552,000	-	-	551,600	401
In-Car Camera System and Body Worn	387,225	-	-	387,225	-	-	16,900	370,325
<u>Non-Public Safety</u>								
Parks & Public Works, Phase 1	5,802,938	5,397,062	8,319,788	19,519,788	370,651	17,321,221	777,468	1,050,449
Finish Out Interior Spaces Town Hal	685,416	-	-	685,416	260,768	4,922	419,725	-
Library Master Pan	130,000	-	-	130,000	8,600	5,389	116,011	-
Town Hall Repairs - N. Parking	290,892	-	7,320	298,212	247,723	-	50,489	-
Facility Improvement Projects	-	300,000	(241,223)	58,777	-	-	-	58,777
Unprogrammed Future Projects	511,916	-	(340,653)	171,263	-	-	-	171,263
Total Facility Projects	\$ 26,353,232	\$ 5,697,062	\$ 7,986,456	\$ 40,036,751	\$ 6,757,922	\$ 17,457,632	\$ 12,705,557	\$ 3,115,642
Transfer Out								
CIP Salaries - Streets	\$ -	\$ 400,000	\$ -	\$ 400,000	\$ 400,000	\$ -	\$ -	\$ -
CIP Salaries - Parks	-	300,000	-	300,000	300,000	-	-	-
CIP Salaries - Facilities	-	300,000	-	300,000	300,000	-	-	-
Total Expenditures	\$ 231,275,865	\$ 38,475,062	\$ 1,602,426	\$ 271,353,352	\$ 26,675,420	\$ 55,953,538	\$ 137,728,109	\$ 50,996,287
REVENUE OVER (UNDER) EXPENDITURES				\$ (232,956,290)	\$ (4,295,498)			
Beginning Fund Balance (Restricted for Capital Projects) October 1				82,578,172	82,578,172			
Ending Fund Balance (Restricted for Capital Projects) Current Month				\$ (150,378,118)	\$ 78,282,674			

TOWN OF PROSPER, TEXAS
MONTHLY FINANCIAL REPORT
May 31, 2026

UTILITY CAPITAL PROJECTS FUND

	Prior Year Project Budget	Current Year Original Budget	Current Year Budget Adjustment	Life to Date Amended Budget	Current Year Actual	Current Year Encumbrances	Prior Year Expenditure	Project Budget Balance
REVENUES								
Interest Income		\$ 807,800	\$ -	\$ 807,800	\$ 1,125,289			
Bond Proceeds		26,538,619	-	26,538,619	-			
Grant Revenue		-	-	-	-			
Transfers In		-	-	-	-			
Transfers In - Impact Fee Funds		6,868,378	-	6,868,378	8,844,490			
Transfers In - Drainage Fund		200,000	-	200,000	200,000			
Total Revenues		<u>\$ 34,214,797</u>	<u>\$ -</u>	<u>\$ 34,214,797</u>	<u>\$ 10,169,779</u>			
EXPENDITURES								
Water Projects								
Lower Pressure Plane 42"	\$ 18,931,100	\$ -	\$ (420,550)	\$ 18,510,550	\$ -	\$ -	\$ 18,510,550	\$ -
LPP Water Line Phase, 2A	9,000,000	-	(1,080,312)	7,919,688	42	-	7,919,646	-
Water Line Relocation-Frontier Park	6,900,000	-	-	6,900,000	3,437,865	547,783	1,554,570	1,359,781
Parks & Public Works, Phase 1	5,600,000	-	2,395,576	7,995,576	4,025,491	3,582,078	388,007	-
DNT (Prosper Trail - Frontier Parkw	23,785	-	-	23,785	-	-	3,585	20,200
Water Impact Fee Analysis	105,627	-	-	105,627	-	-	105,487	139
DNT Water Line Relocation	37,019	-	-	37,019	-	-	25,127	11,893
5 MG Ground Storage Tank	8,100,000	5,695,000	-	13,795,000	131,582	194,851	524,677	12,943,890
Craig Street 2 MG EST Rehabili	460,000	2,540,000	-	3,000,000	122,915	172,730	73,305	2,631,050
First Street (DNT - Coleman) - 12"	-	2,500,000	-	2,500,000	-	2,500,000	-	-
US 380 30-inch Water/8" WW Line Rel	-	1,800,000	-	1,800,000	186,015	832,795	-	781,190
Godwin Pkwy Materials	-	-	261,980	261,980	261,980	-	-	-
Unprogrammed Future Projects	356,728	-	(10,299)	346,429	-	-	-	346,429
Wastewater Projects								
Doe Branch Parallel Interceptor	16,253,327	-	-	16,253,327	3,750,000	-	3,750,000	8,753,327
Upper Doe Branch WW Line	8,025,000	-	(1,061,980)	6,963,021	1,701,586	658,203	4,573,501	29,731
Sewer Impact Fee Analysis	115,947	-	-	115,947	-	-	115,807	139
Doe Branch, Phase 3 WWTP	104,946,277	-	-	104,946,277	27,500,000	3,835	33,636,712	43,805,730
Wilson Creek WW Line	400,000	-	(94,714)	305,286	-	-	305,286	-
Denton ISD WW Line Reimburseme	531,622	-	-	531,622	-	-	-	531,622
Total Water & Wastewater Projects	<u>\$ 179,786,432</u>	<u>\$ 12,535,000</u>	<u>\$ (10,299)</u>	<u>\$ 192,311,133</u>	<u>\$ 41,117,476</u>	<u>\$ 8,492,275</u>	<u>\$ 71,486,261</u>	<u>\$ 71,215,121</u>
Drainage Projects								
Old Town Regional Retention Pond #2	\$ 98,386	\$ 200,000	\$ -	\$ 298,386	\$ -	\$ -	\$ 48,323	\$ 250,063
Doe Branch Creek Erosion Control	225,000	-	-	225,000	-	14,472	183,560	26,968
Total Drainage Projects	<u>\$ 323,386</u>	<u>\$ 200,000</u>	<u>\$ -</u>	<u>\$ 523,386</u>	<u>\$ -</u>	<u>\$ 14,472</u>	<u>\$ 231,883</u>	<u>\$ 277,031</u>
Transfer Out								
CIP Salaries - Water	\$ -	\$ 300,000	\$ -	\$ 300,000	\$ 300,000	\$ -	\$ -	\$ -
CIP Salaries - Wastewater	-	200,000	-	200,000	200,000	-	-	-
Total Expenses	<u>\$ 180,109,818</u>	<u>\$ 13,235,000</u>	<u>\$ (10,299)</u>	<u>\$ 193,334,519</u>	<u>\$ 41,617,476</u>	<u>\$ 8,506,747</u>	<u>\$ 71,718,144</u>	<u>\$ 71,492,152</u>
REVENUE OVER (UNDER) EXPENDITURES				\$ (159,119,722)	\$ (31,447,697)			
Beginning Fund Balance (Restricted for Capital Projects) October 1				115,732,372	115,732,372			
Ending Fund Balance (Restricted for Capital Projects) Current Month				<u>\$ (43,387,350)</u>	<u>\$ 84,284,675</u>			



POLICE DEPARTMENT

To: Mayor and Town Council

From: Kenneth Myers, Interim Police Chief

Through: Mario Canizares, Town Manager

Re: Purchase of PD Vehicles

Town Council Meeting – June 23, 2026

Strategic Visioning Priority: 4. Provide Excellent Municipal Services

Agenda Item:

Consider and act upon approving the purchase of one (1) 2026 Ford F-150 Crew Cab Truck with Equipment Install for \$69,715.75 from Silsbee Ford utilizing TIPS Contract 240901 and one (1) 2026 Chevrolet Tahoe PPV with Equipment Install from Lake Country Chevrolet for \$96,201.05, again utilizing TIPS Contract 240901. (KM)

Description of Agenda Item:

This purchase includes one (1) Ford F-150 Crew Cab Truck to be assigned to the Operations Division as a marked response vehicle utilized by the Community Safety Officers, and one (1) Chevrolet Tahoe, also assigned to the Operations Division as marked patrol vehicle. The Tahoe purchase is to replace two vehicles that were involved in accidents.

Budget Impact:

The replacement of the (1) Chevrolet Tahoe (\$96,201.05) will be funded through VERF #61020210-61450 utilizing department contributions and insurance proceeds. The fleet addition of (1) one Ford F-150 Crew Cab Truck (\$69,715.75) will be funded through account #12022011-61450.

Attached Documents:

1. Quote – Silsbee Ford – Ford F-150 Crew Cab Truck – Fleet Addition
2. Quote – Lake Country Chevrolet – Chevrolet Tahoe – Fleet Addition
3. TIPS Contract 240901

Town Staff Recommendation:

Town Staff recommends the Town Council approve the purchase of one (1) Ford F-150 Truck with emergency equipment utilizing the Interlocal Purchasing System (TIPS) Contract #240901 for \$69,715.75 from Silsbee Ford and one (1) Chevrolet Tahoe with emergency equipment from Lake Country Chevrolet, again utilizing the Interlocal Purchasing System (TIPS) Contract #240901 for \$96,201.05.

Proposed Motion:

I move to approve the purchase of one (1) Ford F-150 Crew Cab Truck utilizing the Interlocal Purchasing System (TIPS) Contract #240901 for \$69,715.75 from Silsbee Ford and one (1) Chevrolet Tahoe for \$96,201.05 from Lake Country Chevrolet, again utilizing the Interlocal Purchasing System (TIPS) Contract #240901.



PRODUCT PRICING SUMMARY
240901 TRANSPORTATION VEHICLES
 VENDOR- Silsbee Ford, 1211 Hwy 96 N., Silsbee TX 77656

End User: TOWN OF PROSPER Prepared by: SHELLY BECKETT
 Contact: MALLORY DIXON Phone: 409-651-9558
 Email: MDIXON@PROSPERTX.GOV Email: SBECKETT@SILSBEEFLEET.COM
 Product Description: FORD F150 Date: 3/26/2026 updated 06/06/26

A. Bid Item: 30 A. Base Price: \$ **43,995.00**

B. Factory Options

Code	Description	Bid Price	Code	Description	Bid Price
W1L	FORD 2026 F-150 CREW CAB XL 5.5' BED		YZ	WHITE EXTERIOR	
4WD	4WD UPGRADE	\$ 3,885.00	AS	DARK SLATE VINYL 40/20/40 INTERIOR	
998	3.5L V6 ECOBOOST	\$ 2,220.00	XL9	3.55 ELC LOCK RR AXLE	
18B	BLACK PLATFORM RUNNINGBOARDS	\$ 250.00		17" SILVER STEEL WHEELS	
53T	TOW HAUL PACKAGE	\$ 1,010.00		145" WHEELBASE	

Total of B. Published Options: \$ **7,365.00**

Published Option Discount (5%) \$ **(368.25)**

C. Unpublished Options

\$= 37.7 %

Description	Bid Price	Options	Bid Price
DANA INSTALL QUOTE #621385-B	\$ 19,352.00		
UNIT IS CURRENTLY IN STOCK			
AND IS RESERVED FOR YOU PENDING PO			
REF # 189227			

Total of C. Unpublished Options: \$ **19,352.00**

D. Floor Plan Interest (for in-stock and/or equipped vehicles): \$ **350.00**

E. Lot Insurance (for in-stock and/or equipped vehicles): \$ **-**

F. Contract Price Adjustment: CUSTOMER APPRECIATION DISCOUNT \$ **(1,500.00)**

G. Additional Delivery Charge: 261 \$ **522.00**

H. Subtotal: \$ **69,715.75**

I. Quantity Ordered 1 x H = \$ **69,715.75**

J. Trade in: _____ \$ **-**

K. _____

L. Total Purchase Price \$ **69,715.75**



PRODUCT PRICING SUMMARY
TIPS USA 240901 TRANSPORTATION VEHICLES
VENDOR- 5426 LAKE COUNTRY CHEVROLET, 2152 N. WHEELER STREET JASPER, TX 75951

End User: TOWN OF PROSPER PD **Prepared by:** SHELLY BECKETT
Contact: LT. BRYAN GOLDEN 972-569-1031 **Phone:** 409-651-9558
Email: BGOLDEN@PROSPERTX.GOV **Email:** SBECKETT@SILSBEEFLEET.COM
Product Description: TAHOE PPV **Date:** 3/23/2026 updated 06/02/26

A. **Bid Item:** 40 **A. Base Price:** \$ 54,498.00

B. Factory Options

Code	Description	Bid Price	Code	Description	Bid Price
CC10706	2026 CHEVROLET TAHOE PPV 2WD		GAZ	EXTERIOR - SUMMIT WHITE	
L84	5.3L V8 ENGINE		H1T	INTERIOR - BLACK	
	SINGLE KEY SYSTEM 6E2	\$ 50.00		CLOTH 40 / 0 / 40 FRONT	
6J4	WIRING HORN/SIRENS CIRCUIT	\$ 75.00		VINYL BENCH SECOND	
7X3	PILLAR MOUNTED LEFT SPOTLAMP	\$ 800.00		POWER WINDOWS/LOCKS	
				RUNNING BOARDS	
				REAR VIEW CAMERA	
Total of B. Published Options:					\$ 925.00

Published Option Discount (5%) \$ **(46.25)**

C.

Description	Bid Price	Options	Bid Price
WINDOW TINT	\$ 250.00		
DANA INSTALL QUOTE 620148-B	\$ 39,626.30		
CURRENTLY IN STOCK REF #184104			
HOLDING FOR YOU PENDING PO		NO MORE FACTORY CONSOLE ***	
		ON THE FLIP DOWN SEAT/ CONSOLE	
Total of C. Unpublished Options:			\$ 39,876.30

D. **Floor Plan Interest (for in-stock and/or equipped vehicles):** \$ 350.00

E. **Lot Insurance (for in-stock and/or equipped vehicles):** \$ -

F. **Contract Price Adjustment:** _____

G. **Additional Delivery Charge:** 299 miles \$ 598.00

H. **Subtotal:** \$ 96,201.05

I. **Quantity Ordered** 1 x H = \$ 96,201.05

J. **Trade in:** _____ \$ -

K. **Total Purchase Price** \$ 96,201.05



AUTOMATED VENDOR (DO NOT SEND PO TO TIPS)

EMAIL PURCHASE ORDER TO: sgamblin.silsbeefleet@gmail.com

PO MUST REFERENCE TIPS CONTRACT NUMBER

Notice:

Many Vendors utilize specific warranties, subscription agreements, license agreements, EULA's, etc. ("Supplemental Agreements") when you purchase specific goods or services from that Vendor. Since the Supplemental Agreements do not necessarily apply to every Member, every jurisdiction, or every purchase, TIPS does NOT now negotiate the terms of those agreements on Members' behalf. If you are required to sign such a supplementary agreement by the TIPS Vendor, TIPS strongly encourages Members not to proceed with a purchase until they have carefully reviewed and negotiated all applicable Supplemental Agreements. TIPS recommends you work with your entity's legal counsel to ensure compliance with the legal requirements of your entity and your jurisdiction.

[TIPS Purchase Order Procedure here](#)

OVERVIEW

DUE DILIGENCE

CONTACTS

PRINT PROFILE

RESELLERS



VENDOR **Silsbee Fleet (4 locations) 1.Silsbee Ford 2.Silsbee Toyota 3.Lake Country Chevrolet 4.Donalson CDJR, LLC**

1396 HWY 327 E SILSBEE TX,77656

WEBSITE

SERVICE/PRODUCTS DESCRIPTION **FLEET VEHICLES**

CONTRACT: **240902** **Transportation Vehicle Parts and Services**

End Date: Nov-30-2027 EDGAR COMPLIANCE: [View Doc.](#)

CONTRACT: **240901** **Transportation Vehicles**

End Date: Nov-30-2027 EDGAR COMPLIANCE: [View Doc.](#)





POLICE DEPARTMENT

To: Mayor and Town Council

From: Ken Myers, Interim Police Chief

Through: Mario Canizares, Town Manager

Re: PM AM Corporation Contract for Alarm Management Contract

Town Council Meeting – June 23, 2026

Strategic Visioning Priority: 4. Provide Excellent Municipal Services

Agenda Item:

Consider and act upon authorizing the Town Manager to execute a contract with PM AM Corporation for alarm management services, including alarm registration, billing, renewal processing, and false alarm administration utilizing Texas DIR-CPO-5263. (KM)

Description of Agenda Item:

The Town of Prosper, including the Prosper Police Department, has negotiated an agreement with PM AM Corporation to administer the Town's alarm management program, including alarm registration, tracking, billing, and renewal processing. The agreement also includes the administration and collection of fees associated with habitual false alarm violations. PM AM provides a web-based false alarm management platform that supports online registrations, renewals, payments, and customer service, which will improve service delivery for alarm users while reducing the administrative burden on Town staff. Other North Texas communities, including Richardson, Allen, and Plano, have utilized similar alarm management services. The use of an outside vendor is expected to improve compliance with the Town's alarm ordinance, enhance cost recovery and related revenue collection, and allow the Police Department's Records Unit to operate more efficiently. Under the proposed cost-sharing arrangement, the Town will retain 80 percent of collected fees, and PM AM Corporation will retain 20 percent.

Budget Impact:

There is no direct budgeted expenditure required for this agreement. Compensation to PM AM Corporation will be based on a revenue-sharing model in which the Town receives 80 percent of collected fees and PM AM Corporation receives 20 percent. Revenue generated through alarm registrations and false alarm fines will offset administrative costs and may provide additional revenue to the Town.

Attached Documents:

1. Proposed PM AM Contract with the Town of Prosper
2. Texas DIR-CPO-5263

Town Staff Recommendation:

Town Staff recommends the Town Council authorize the Town Manager to execute a contract with PM AM Corporation for alarm management services, including alarm registration, billing, renewal processing, and false alarm administration utilizing Texas DIR-CPO-5263.

Proposed Motion:

I make a motion authorizing the Town Manager to execute a contract with PM AM Corporation for alarm management services, including alarm registration, billing, renewal processing, and false alarm administration utilizing Texas DIR-CPO-5263.

AGREEMENT FOR ALARM PROGRAM ADMINISTRATION SERVICES

This Agreement for Alarm Program Administration Services (the "**Agreement**") is made and entered into in Dallas, Texas by and between PMAM Corporation, a Texas corporation whose address is 5430 LBJ Freeway, Suite 370 Dallas, TX 75240, (the "**PM AM**") and the Town of Prosper, State of Texas (the "**Town**") to be effective upon the date of execution of this Agreement by the Town Manager or the Town's authorized designee as set forth on the Signature Page hereto (the "**Effective Date**").

Recitals

WHEREAS, the Town desires to engage the services of PM AM to provide certain installation, conversion, operation and service of a False Alarm Management Program including the collection services in accordance with the Town's alarm ordinances in accordance with the terms of this Agreement (as hereinafter defined) (collectively, the "**Services**"); and

NOW THEREFORE, in exchange for the mutual covenants set forth herein and other valuable consideration, the sufficiency and receipt of which are hereby acknowledged, the parties agree as follows:

Article 1 Scope of Services

- 1.1 The parties agree that PM AM shall perform the Services in accordance with (i) the terms and conditions of the Town's alarm ordinance, (ii) DIR-CPO-5263 ("**DIR Contract**") which is hereby incorporated by this reference thereto, (iii) the PMAM FAMS Proposal (the "**Proposal**"), and (iv) this Agreement. The parties' agreement consists of (a) the DIR Contract, (b) the Agreement, (c) the Proposal and (d) the following Exhibits, which are incorporated herein and made a part hereof by this reference thereto:

Scope of Work and Contract Requirements – Exhibit A
Pricing and Receipt of Collections - Exhibit B

In the event of a conflict in interpretation, the documents shall control in the following order: (1) the DIR Contract, (2) the Agreement, (3) Exhibit A, (4) Exhibit B, and (5) the Proposal as further modified by the written agreement by the parties as a result of software implemented and deployed by the parties.

Article 2 Terms of Agreement

- 2.1 The initial term of this Agreement shall be for a period of three (3) years commencing on the Contract Implementation Date (as hereinafter defined) and ending on the day immediately preceding the third anniversary of the Contract Implementation Date (the "**Initial Term**"), subject to earlier termination as set forth in Article 6 hereof. Upon the expiration of the Initial Term, this Agreement shall be subject to automatic extension from year to year thereafter (each an "**Extended Term**") on the same terms and conditions as set forth herein, unless either party notifies the other in writing at least sixty (60) days prior to the expiration of the Initial Term or

the Extended Term, as applicable, that such party will not further extend the term of this Agreement. As used herein, the term “**Contract Implementation Date**” shall mean the first day of the calendar month for which PM AM commences billing for its Services to the Town hereunder following the installation of the False Alarm Management Program.

- 2.2** PM AM shall receive compensation, including authorized reimbursements including reimbursement for any Town fees paid by PM AM to the Town to permit PM AM to provide the Services or Special Services hereunder, for all Services rendered under this Agreement at the rates set forth in pricing included in this Agreement as Exhibit “B”. The compensation is based on a revenue sharing model.
- 2.3** At any time during the term of this Agreement, the Town may request that PM AM perform Special Services for additional compensation to be agreed upon by the Town and PM AM prior to the performance of any Special Services by PM AM. As used herein, Special Services means any work which is determined by the Town to be necessary for this Agreement, but which the parties did not reasonably anticipate would be necessary at the execution of this Agreement and which PM AM agrees to perform. If the Town and PM AM reach an agreement on the performance of Special Services, PM AM shall undertake such Special Services after receiving the authorization from the Town.
- 2.4** The Town acknowledges and agrees that PM AM reserves the right to offer, and may offer, similar services to other government agencies under similar terms and conditions as stated herein except that the revenue share percentage allocated to PM AM and the other government agency may be negotiated between PM AM and such other agency based on the specific revenue expectations, agency reimbursed costs, the exact scope of services to be provided by PM AM, and other agency requirements. PM AM acknowledges and agrees that the Town shall have no responsibility or liability whatsoever hereunder with respect to any agreement entered into between PM AM and such other government agency.

Article 3 PM AM’s Responsibilities

- 3.1** Subject to the limitations hereinafter set forth, PM AM agrees to and shall defend, indemnify and hold harmless the Town, its officers, and management employees from and against all claims, damages, losses and expenses, including reasonable attorney's fees, litigation costs and expenses, arising out of the performance of the Services or Special Services, caused solely by any grossly negligent act or omission of PM AM, or any subcontractor of PM AM.
- 3.2** At all times during the term of this Agreement, PM AM shall be an independent contractor and shall not be an employee of the Town. The Town shall have the right to control Contractor only insofar as the results of PM AM's services rendered pursuant to this Agreement. The Town shall not have the right to control the means by which PM AM accomplishes services rendered pursuant to this Agreement.
- 3.3** Notwithstanding any other provision of this Agreement to the contrary, in no event whatsoever shall PM AM be liable for damages or losses attributable to its actions or inactions, or its subcontractor’s actions or inactions, with respect to the Services or Special Services provided hereunder, whether for indemnification or otherwise, in excess of the Maximum Indemnification

Amount. The Maximum Indemnification Amount shall be equal to the greater of (a) the sum of: (i) any insurance proceeds actually received by PM AM, or paid by PM AM's insurance carrier to the Town, with respect to the claim for indemnification by the Town hereunder, and (ii) the amount of fees actually retained by PM AM under this Agreement as its fee during the six (6) months immediately preceding the act that generated PM AM's indemnification obligation hereunder, or (b) two times the amount of fees actually retained by PM AM under this Agreement as its fee during the twelve (12) months immediately preceding the act that generated PM AM's indemnification obligation hereunder. Notwithstanding the preceding, the limitations on the indemnification or other obligations of PM AM set forth in this Section shall not apply to the obligation of PM AM to pay the Town its share of the collected revenues as set forth in this Agreement.

- 3.4** Notwithstanding any other obligation of PM AM hereunder, in no event shall PM AM be liable for any indirect, incidental, special, consequential or punitive damages, including loss of fees, profits or income, arising directly or indirectly out of the provision or non-provision of Services or Special Services hereunder, whether or not PM AM had any knowledge that such damages might be incurred.
- 3.5** If PM AM is required to indemnify the Town hereunder, PM AM may assume the defense of the Town with counsel reasonably acceptable to the Town at the expense of PM AM. In addition, the Town may engage its own counsel to participate in any defense in any such proceeding at the Town's expense.

Article 4 The Town's Responsibility

- 4.1** The Town shall cooperate with and assist PM AM by, among other things, making available, as reasonably requested by PM AM, management decisions, personnel, information, approvals, IT assistance and acceptance that are needed by PM AM to carry out its obligation under this agreement.

Article 5 Insurance Requirements

- 5.1** At the current time, PM AM does not maintain any offices in the State in which the Town is located, nor does PM AM maintain any employees in such State. All Services required to be performed by PM AM hereunder shall be performed by PM AM at its offices in the State of Texas or elsewhere outside the State in which the Town is located. PM AM shall, at its own expense, purchase, maintain and keep in force during the term of this Agreement such insurance as set forth below. PM AM shall not commence work under this Agreement until it has obtained all the insurance required under this Agreement and such insurance has been approved by the Town, nor shall PM AM allow any subcontractor to commence work on its subcontract until all similar insurance of the subcontractor has been obtained and approved. The insurance requirements shall remain in effect throughout the term of this Agreement. PM AM, at PM AM's sole cost, shall purchase and maintain, during the term of this Agreement, insurance coverage providing not less than the following:

- 5.1.1** Comprehensive or Commercial General Liability: \$1,000,000 combined single limit per occurrence for bodily injury, personal injury or death and property damage. The coverage's under this policy shall include those found in the Comprehensive General Liability Broad Form endorsement. This policy shall have no standard coverage removed by exclusions, unless approved by the Town.
- 5.1.2** Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury and property damage. Coverage should be provided as a "Code 1," any auto.
- 5.1.3** Workers' Compensation and Employers' Liability: Statutory. Employers Liability policy limits of \$100,000 for each accident, \$500,000 policy limit- Disease. The insurer shall agree to waive all rights of subrogation against the Town, its officials, employees and volunteers for losses arising from the activities under this Agreement.
- 5.2** All insurance policies, other than Professional Liability, provided under this Agreement shall be written on an occurrence basis.
- 5.3** The Town shall be named as additional insured on the General Liability and Automobile Liability insurance policies. These insurance policies shall contain the appropriate additional insured endorsement signed by a person authorized by that insurer to bind coverage on its behalf. If PM AM, for any reason, fails to maintain insurance coverage which is required under this agreement, the failure shall be deemed a material breach of contract. The Town, at its sole option, may terminate this Agreement.
- 5.4** Each insurance policy shall be endorsed to state that coverage shall not be canceled, reduced in coverage or in limits except after thirty (30) days prior written notice has been provided to the Town, or in the event of cancellation because of nonpayment of premium, that the insurer shall give written notice to the Town not later than ten (10) days following cancellation.
- 5.5** Insurance is to be placed with insurers with a Best rating of no less than A:VII. Insurers must be duly authorized to transact business in the State of Texas.
- 5.6** Certificates of Insurance if requested shall be submitted on the Accord form only. Certificates and endorsements effecting coverage required by this clause shall be forwarded to the Town's Purchasing Department.

Article 6 Termination of Agreement

- 6.1** Grounds for Termination
- 6.1.1** The Town shall inform PM AM in writing, if PM AM fails to perform its duties under this Agreement with a ninety (90) days window to correct the problem. PM AM shall remedy the problem within ninety (90) days from the receipt of such notice. Should PM AM fail to remedy the problem within ninety (90) days, the Town may terminate this Agreement.
- 6.1.2** In addition to any right of termination granted to the Town pursuant to the provisions of Section 6.1.1 hereof, the Town may terminate this Agreement without cause at any time

after the first anniversary of the Contract Implementation Date upon thirty (30) days written notice to PM AM, subject to its obligations set forth in Section 6.2 hereof.

6.1.3 PM AM's Fee Schedule and pricing for any and all Services to be provided by PM AM to the Town under this Agreement have been set, established and agreed to be based upon the current provisions of applicable Town ordinances relating to alarms. Should said ordinances change at any time during the term of this Agreement to reduce or eliminate the applicable fee, fines and charges, such reduction or elimination shall be effective prospectively only and not retroactively so that the fee earned by PM AM for services provided prior to such modification of the alarm ordinance shall not be affected and the Town shall not be entitled to any refund or credit arising from such modification of its alarm ordinance. In addition, if the change in the Town ordinances relating to alarms would reduce or eliminate the fee, fines, and charges previously in effect, PM AM reserves the express right to enter into good faith negotiations with the Town to modify the Fee Schedule and pricing accordingly. If, within thirty (30) days of notice from PM AM to the Town of its desire to so renegotiate, the parties are unable to reach an agreement mutually acceptable to both parties, then PM AM reserves the right to terminate this Agreement. Said termination shall not be deemed to be a default by PM AM under this Agreement. PM AM shall be paid all fees and costs due and owing PM AM as of the date of said termination.

6.1.4 PM AM may terminate this Agreement upon written notice to the Town if the Town misuses or attempts to appropriate the proprietary software of PM AM used in connection with its False Alarm Management Program (the “**PM AM Proprietary Software**”).

6.1.5 PM AM may terminate this Agreement without cause at any time after the first anniversary of the Contract Implementation Date upon ninety (90) days written notice to the Town.

6.2 Effect of Termination

6.2.1 If this Agreement is terminated as provided herein, the Town may require PM AM to provide all finished and/or unfinished data and other information of any kind possessed by PM AM in connection with the performance of Services under this Agreement. PM AM shall be required to provide such information within a reasonable period of time of receipt of the request not to exceed thirty (30) days. Specifically, upon termination of this Agreement:

6.2.1a All data relating to alarm permits shall be owned by the Town. Upon termination of this Agreement, PM AM shall promptly deliver to the Town all data in MS-SQL format.

6.2.1b. PM AM retains all right and title to the PM AM Proprietary Software, including but not limited to, all publication rights, all development rights, all reproductions rights, and all rights that may follow from the commercial development of the software. The Town does not acquire any ownership rights to the PM AM Proprietary Software. The PM AM Proprietary Software is protected in favor of PM AM, as well as any future registered trademarks, are trademarks of PM AM.

- 6.2.1c. The PM AM Proprietary Software is considered loaned to the Town during the duration of this Agreement as laid out in this Agreement and the Town will not have any access to the PM AM Proprietary Software after the conclusion of the Agreement.
- 6.2.1d. The Town shall pay PM AM all fees and costs due and owing PM AM as of the date of said termination.
- 6.2.1e. The provisions of this Section shall survive the termination of this Agreement.

Article 7 Confidentiality of Information

- 7.1 At all times, PM AM shall recognize the Town's sole and exclusive ownership of all information provided by the Town, and the sole and exclusive right and jurisdiction of the Town to control the use of this information. Similarly, the Town recognizes that the PM AM Proprietary Software is owned by PM AM and the Town has no rights or claim thereto.
- 7.2 Each party agrees that neither it, nor its employees, subsidiaries, subcontractors, or agents shall disclose confidential information of the other party, to any person or to anyone except as necessary to perform its obligations under this Agreement, without the expressed written permission of the other party or unless required to do so by law. **Town shall promptly inform PM AM if Town receives a public records request for information designated by PM AM as confidential so as to provide PM AM an opportunity to object.**
- 7.3 Each party further agrees that in the event that any documents containing confidential information of the other party should be improperly used or removed in any way from the possession or control of the other party by a party, the breaching party shall immediately notify the other party orally and in writing, and shall join with the other party at their request in taking such reasonable steps as the owner of the confidential information may deem advisable to enjoin the misuse and regain possession of such confidential information, or steps otherwise necessary for the protection of the owner's rights and the confidentiality of the information.
- 7.4 PM AM agrees to return any and all data furnished and information derived hereunder promptly upon a request by the Town and its authorized designee.

Article 8 General Provisions

- 8.1 This Agreement and its attachments constitute the sole and only agreement between the parties and supersede any prior understandings written or oral agreements between the parties with respect to this subject matter.
- 8.2 Except as otherwise provided herein, neither this Agreement nor any of the rights, interests or obligations hereunder may be assigned by any of the parties hereto without the prior written consent of the other party; provided that PM AM may assign this Agreement to its successor without consent by the Town by giving written notice to the Town. This Agreement shall be binding on and inure to the benefit of the

parties to it and their respective heirs, executors, administrators, legal representatives, successors and assigns.

8.3 This Agreement shall be governed by the laws of the State of Texas; and venue for any action concerning this Agreement shall be in Dallas, Texas.

8.4 This Agreement may be amended by the mutual written agreement of the parties.

8.5 In the event any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality or unenforceability shall not effect any other provisions, and the Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in it.

8.6 Any notice required or permitted to be delivered hereunder may be sent by first class mail or overnight courier to the address specified below, or to such other party or address as either party may designate in writing, and shall be deemed received three (3) days after delivery set forth herein:

Town of Prosper : _____

PM AM: PMAM Corporation
Attn: Mr. Pankaj Kumar, President
5430 LBJ Freeway, Suite 370
Dallas, TX 75240

8.7 This Agreement may be signed in counterparts, each of which shall constitute an original.

(Signature Page Follows on Next Page)

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the

_____ day of _____ in the year _____.

Town of Prosper

PMAM Corporation

By: _____
Name: _____,
Title: _____

By: 
PANKAJ KUMAR,
Chief Executive Officer

Attest:

Attest: 

By: _____
Name: _____
Title: _____

By: _____
Name: James McReynolds
Title: Director of Sales

Exhibit A

Scope of Work and Requirements

Scope of Work:

It will be PM AM's responsibility to provide, install, and operate the Professional Services Alarm Management Services Program based on a "False Alarm Management Solution" system hereafter referred to as a FAMS system and all other necessary equipment and services on a "software as a service" basis.. PM AM shall accurately convert all pertinent data downloaded from the Town's current primary alarm and accounts/receivable databases to populate the FAMS system. Effective interfaces shall ensure that all parties share and benefit from the most current and accurate information.

PM AM shall provide appropriate supplies and services including but not limited to;

1. Single point of contact and daily resident assistance
2. Maintenance of databases:
 - a. Alarm permits
 - b. Permit Holders
 - c. Permit Holders with outstanding charges
 - d. Non-permitted locations with outstanding charges
 - e. Address verification database
3. Collection of payments in accordance with the rates established by the alarm ordinance, and any implementing resolutions or orders, as may be amended from time to time by the Town
4. Performance of all the billing in accordance with the Town's alarm ordinance, as may be amended from time to time by the Town
5. Generation of the following reports including but not limited to:
 - a. New alarm permits issued and fees collected
 - b. Annual permit renewals billed and fees collected
 - c. Permits inactivated or revoked and reason for inactivation or revocation
 - d. Permits reinstated and reason for reinstatement
 - e. Number of false burglar alarms
 - f. Number of false burglar alarms billed and fees collected
 - g. Number of false robbery alarms
 - h. Number of false robbery alarms billed and fees collected
 - i. Number of reinstatement fees billed and fees collected
 - j. False burglary and/or robbery alarms for permit owners
 - k. False burglary and/or robbery alarms for non-permitted owners
 - l. Suspension or revocation Report for permit holders as per ordinance, if applicable
6. System functionality to capture the following information:

- a. Permit number
 - b. Permit issue date
 - c. Permit expiration date
 - d. Permit type (residential / commercial)
 - e. Name of business or residential permit holder
 - f. Site
 - 1) Street address and zip code of property
 - 2) Type of property (residential / commercial)
 - 3) Telephone numbers
 - 4) Contact persons (minimum of 2) and phone number(s)
 - 5) Type of alarm system installed (burglary, panic, robbery)
 - g. Billing
 - 1) Name
 - 2) Full mailing address (includes zip code)
 - 3) Contact person and phone number(s)
 - h. Permit Holder Responsible for Alarm
 - 1) Name
 - 2) Complete mailing address
 - 3) Phone numbers
 - i. Name and telephone number of alarm monitoring company
 - j. Name and telephone number of company that installed the alarm system
 - k. Special Medical Concerns
 - l. Pet Information
7. System functionality to generate notices to alarm users without permits
8. Transfer on line and/or via magnetic media a skeleton version of entire registration database from FAMS system to RMS including the following:
- 1) Permit number (or non-permitted identifier)
 - 2) Name of permit holder
 - 3) Location of permit holder
 - 4) Permit status
 - 5) Expiration date
 - 6) Last false alarm incident date and time
 - 7) Alarm type (i.e., burglar, panic, etc.)
 - 8) False alarm incident count
9. Transfer on line and/or via magnetic media incident records from RMS to FAMS including:
- 1) Incident number
 - 2) Priority
 - 3) Call code
 - 4) Disposition
 - 5) Date
 - 6) Time:
 - (a) Received
 - (b) Dispatched

- (c) Arrived
- (d) Cleared
- 7) Remarks
- 8) Site name and address
- 9) Reportee name, address, phone number
- 10) Dispatcher- employee number and terminal
- 11) Phone clerk - employee number and terminal
- 12) Cleared code and disposition (true/false)
- 13) Officer number
- 14) Unit(s) assigned

Collection requirements and provisions:

PM AM will design, implement and maintain a system to serve as the billing and collections agent and accounts receivable (A/R) manager for the Town Alarm Program Administration and Collection Service. PM AM will provide all hardware, software, materials, supplies, space, and staff resources as required. The system will meet the following collection specifications:

1. Bill format will provide stub or appropriate remittance form to accompany payment.
2. Bill format, permit forms, envelopes and related correspondence will identify the location of a PM AM staffed and maintained office so the customer may have the ability to obtain direct answers to questions about their bills and related false alarm system information.
3. All bills, correspondence and related matters will be approved by the Town.
4. Bills will be due in time lines specified in the ordinance and or rules and regulations as appropriate.
5. Records of bills will be retained by PM AM to apply to Account Receivable system (A/R) to be maintained by PM AM.
6. PM AM will develop an A/R file, which the Town will have access to review at any time.
7. System functionality for the Town to print a bill for customers wishing to make payments at the walk in cashier location(s) of the Town and to provide on-line information to PM AM regarding such payments so that PM AM can maintain A/R file.
8. PM AM will provide the ability for customer to pay on-line, by mail and via walk-in cashier.
9. Payments made by mail will be directed to a P.O. Box address in Texas maintained and managed by PM AM, unless and until the Town directs that such payments be directed to a lock box address established by the Town.
10. PM AM system will track NSF or insufficient fund check occurrences and occurrences where customer stop payments have been ordered.
11. PM AM will provide system for billing the customer for the appropriate NSF or insufficient fund check fee charges and charges for stop payment situations.
12. Notwithstanding the foregoing, the Services provided hereunder do not extend to any debt collection activities in the event the property owner does not pay the amount of the invoice submitted by PM AM. Any such debt collection activities shall be performed by an independent contractor selected either by (i) PM AM with the prior written consent of the Town or its designee, or (ii) the Town or its designee or agent upon written notice to PM AM.

Processing:

PM AM shall provide the services covered under this Agreement and Scope from its offices in Texas and make available hardware and software and services necessary to establish and provide the Alarm Program Administration and Collection Service.

PM AM's Obligation:

In addition to the above, PM AM shall:

1. Maintain the proposed equipment, hardware, and software, documentation, and support services for the equipment installed, including the timely incorporation of all engineering changes.
2. Supply the Town with an interface document describing the type, size, location, and medium of transfer from the Town RMS.
3. Defer to the Town regarding the waiver of any false alarm fee incurred where there is question about the validity of any response or action taken by an employee(s) of the Town regarding a specified alarm call.
4. When possible, reports shall be produced based on the entry of variable parameters. Threshold fields shall allow a specific date range or other criteria. When possible, all report searches, shall allow for multiple parameters.

Training

1. PM AM shall provide training for the Town and Police employees. Training shall be conducted in several sessions on an as needed basis.
2. PMAM shall provide a dedicated single point of contact to the Town as a Town Liaison, at this time that point of contact shall be Juan Aguilar. Should that contact change PMAM will notify the Town in a reasonable time and provide the new contacts information.

System Coordination

1. PM AM shall coordinate with the Town's Finance Department, Information Services and the Town Police Department to develop a system that will allow walk-in payments under the Agreement.
2. PM AM shall provide during the life of the Agreement on-going computer hardware, software support and maintenance to ensure uninterrupted operation. In the unlikely event of interruption, PM AM will make best efforts to restore service within seventy-two (72) hours
3. PM AM under this Agreement shall establish and provide public education, awareness and information regarding the Town's Alarm Management Program.

Town Licensing Fees

1. The Town acknowledges and agrees that PM AM shall be exempt from any applicable Town license fees in performing its services hereunder.

Exhibit "B"
Pricing and Receipt of Collections

This is a revenue sharing contract. PM AM shall retain the percentages and amounts listed in the table below of all collections and remit the percentage balance and amounts listed in the table below to the Town for the total of the actual revenues generated and collected for the Town during the life of this Agreement including all adjustments for:

- a. Alarm permit and renewal fees;
- b. False alarms violation fee above a mandated limit;
- c. Reinstatement fees;
- d. Late fee for false alarms, permit fees and renewal fees
- e. Other charges imposed by the Town in relation to the Town's
- f. Alarm Program Management and Collection Services
(except for criminal penalties).

Town of Prosper _____	PM AM Corporation
80%	20%

The Town and PM AM shall share the revenue generated from fees, fines, and penalties as described above; provided that all bank charges and mailing fees incurred in connection with the Services rendered under this Agreement by PM AM shall be paid by the program before the foregoing split of fees.

In order to facilitate the sharing of revenues as set forth above, the Town authorizes PM AM to open a P.O. Box and bank account on the Town's behalf.

The Town shall pay PM AM a \$10 processing fee for each refund check processed by PM AM through the Program (the "Processing Fee") promptly upon receipt of an invoice from PM AM for such Processing Fee.

In addition, the Town shall reimburse PM AM for its out-of-pocket postage expenses incurred by PM AM in performing its services to the Town hereunder promptly upon receipt of an invoice from PM AM for such postage expense. At the election of PM AM, PM AM may submit an invoice to the Town for such postage expense or Processing Fee and deduct and offset such amount(s) from the percentage amount to the Town hereunder.

PM AM reserves the right to renegotiate this pricing should the Town change the fee schedule for the false alarm ordinance.

In recognition of the fact that PM AM's Services under the Agreement and the expenses incurred by PM AM in performing such Services are incurred in advance of PM AM receiving a percentage of the fees collected under this Agreement and that the Town shall have the benefit of such work as may have been completed up to the time of such termination, Town agrees to continue to pay PM AM its percentage of

fees collected for a period of 90 days after the termination of this Agreement on fees collected during such period that are attributable to amounts billed by PM AM to permit holders prior to the date of termination of this Agreement. This provision shall survive the termination of this Agreement.

The share of the revenues payable to PM AM and the Town in accordance with the provisions of this Exhibit B shall be determined and paid monthly within 15 days after the end of each calendar month during the Term hereof based upon the amount of collections during the immediately preceding calendar month, adjusted for any outstanding authorized reimbursements or expenses payable to PM AM in accordance with the terms of this Agreement.

[Home](#) >

Contract Number

DIR-CPO-5263

Contract Start Date: 11/16/23

Contract Term Date: 11/16/27

Contract Expiration Date: 11/16/29

Vendor Information

[PMAM Corporation](#)

Vendor ID: 1752804067

RFO: DIR-CPO-TMP-570

Contract Status: Active

VENDOR CONTACT:

[James McReynolds](#)

Phone: (972) 573-4824

[Vendor Website](#)

DIR CONTACT:

[Suzanne Carson](#)

Phone: (512) 475-4948

Provide Feedback

Contract Overview

PMAM Corporation provides Software COTS and Related Services through this contract. PMAM Corporation offers, their own brand PMAM for False Alarm Management (FAMS) Product Line, Human Capital Management Platform (HCM) and Crime Disruptor - Crime Analysis and Prevention Software plus Related Services. In addition, PMAM Corporation provides but not limited to the following services: implementation, configuration, project management, Technical Services etc... Customers can purchase directly through this DIR contract. Contracts may be used by state and local government, public education, other public entities in Texas, as well as public entities outside the state. Resellers are not available for this contract. DIR has exercised the renewal option for this contract which extends the contract term end date through 11/16/2027.

Contract Details & Ordering Information

[Products & Services](#)



This contract offers the following products and services. Please contact the Vendor for the latest information.

- Software
- Technical Services

MORE INFORMATION

[Vendor Website](#) 

Visit this Vendor's website to view the latest product, service, and pricing information.

About File Formats

Some documents on this page are in the PDF format. Please download the [Adobe Reader](#) in order to view these documents.



Texas
Department of
Information
Resources

300 W. 15th Street
Suite 1300
Austin, TX 78701
512-475-4700

About DIR

Contact DIR

Calendar

News

Careers

 **SIGN IN**

Provide Feedback

Program Areas

Cooperative Contracts

Open Data Portal

Communications Technology Services

Data Center Services

Information Security

Texas.gov Services

Technology Planning, Policy and Governance

Complaints

Helpful Links

Capitol Complex Directory

Statewide Search

[Veterans Portal](#)

[Homeland Security](#)

[SAO Fraud Reporting](#)

[Texas.gov](#)

[Stay Connected](#)

[Paginas en Español](#)

©2026 Texas Department of Information Resources

[Privacy & Site Policies](#)

[Accessibility](#)

[AI Notice](#)

[Public Information Requests](#)

[Compact with Texans](#)

[Ethics Policy](#)

Provide Feedback



**ENGINEERING
SERVICES**

To: Mayor and Town Council

From: Hulon T. Webb, Jr., Director of Engineering Services

**Through: Mario Canizares, Town Manager
Chuck Ewings, Assistant Town Manager**

Re: Custer Road 6MG Ground Storage Tank Grant Funding Opportunity

Town Council Meeting – June 23, 2026

Strategic Visioning Priority: Provide Excellent Municipal Services

Agenda Item:

Consider and act upon a Resolution authorizing the Town Manager, and/or his/her designee, to apply for the Texas Water Development Board, Water Supply and Infrastructure Grant Program and consider and act upon authorizing the Town Manager, and/or his/her designee, to accept the Texas Water Development Board, Water Supply and Infrastructure Grant Program upon award, and to take any and all actions relating thereto.

Description of Agenda Item:

On March 10, 2026, Town Council rejected all proposals received in response to CSP No. 2026-05-B for the Custer Road 6MG Ground Storage Tank after a limited number of proposals were received and the proposals received were significantly over the proposed and available budget. Staff explored additional funding opportunities and determined that the project is a candidate for a grant opportunity from the Texas Water Development Board.

House Bill 500, passed during the 89th Legislative Session, appropriated \$1.038 billion in funds for water supply and infrastructure projects to the Texas Water Development Board.

This is a one-time opportunity for a limited number of Texas communities to receive grant funding to implement water supply/water infrastructure projects. Once this initial appropriation is provided to communities by August 31, 2027, the TWDB will no longer have these grant funds available to provide financial assistance.

Budget Impact:

The total requested amount for this item is \$19,200,000, which is slightly below the \$21,000,000 funding cap allowed per project for service areas with a population size between 10,001 - 150,000. If awarded, the grant would cover the anticipated full cost of the project. The \$19,200,000 includes a contingency for the project to capture any change in cost needs. The current estimate for the project is \$17,000,000 without contingency.

Legal Obligations and Review:

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

Attached Documents:

1. Texas Water Development Board Memo – HB 500 Implementation Plan – Water Supply and Infrastructure Grants
2. Resolution

Town Staff Recommendation:

Town staff recommends that the Town Council approve a Resolution authorizing the Town Manager, and/or his/her designee, to apply for the Texas Water Development Board, Water Supply and Infrastructure Grant Program and consider and act upon authorizing the Town Manager, and/or his/her designee, to accept the Texas Water Development Board, Water Supply and Infrastructure Grant Program upon award, and to take any and all actions relating thereto.

Proposed Motion:

I move to accept a Resolution authorizing the Town Manager, and/or his/her designee, to apply for the Texas Water Development Board, Water Supply and Infrastructure Grant Program and consider and act upon authorizing the Town Manager, and/or his/her designee, to accept the Texas Water Development Board, Water Supply and Infrastructure Grant Program upon award, and to take any and all actions relating thereto.



P.O. Box 13231, 1700 N. Congress Ave.
Austin, TX 78711-3231, www.twdb.texas.gov
Phone (512) 463-7847, Fax (512) 475-2053

AGENDA ITEM MEMO

BOARD MEETING DATE: March 31, 2026

TO: Board Members

THROUGH: Bryan McMath, Executive Administrator

FROM: Jessica Peña, Deputy Executive Administrator, Water Supply and Infrastructure

SUBJECT: House Bill 500 Implementation Plan – Water Supply and Infrastructure Grants

ACTION REQUESTED

This item is a briefing and discussion on the Executive Administrator’s implementation of House Bill 500 relating to Water Supply and Infrastructure Grants (WSIG). No action is requested.

BACKGROUND

This is a one-time opportunity for a limited number of Texas communities to receive grant funding to implement water supply or water infrastructure projects. Once this initial appropriation is provided to communities by August 31, 2027, the Texas Water Development Board (TWDB) will no longer have these grant funds available to provide as financial assistance.

House Bill (HB) 500 from the 89th Texas Legislative Session appropriated \$1,038,000,000 from the general revenue fund to the TWDB but did not specify that the money was appropriated to a specific fund, which resulted as a deposit of the appropriated money into TWDB’s general revenue fund. Additionally, the appropriation language did not provide authority for the TWDB to transfer that money into another TWDB fund or account. Therefore, the money must be provided for the stated purposes directly from TWDB’s general revenue fund and not through an established financial assistance program.

Further, the purpose for the appropriation was stated in the HB 500 legislation as “water infrastructure and supply projects and grants as determined by the board.” As the language is specific to water infrastructure and supply, the plan excludes wastewater and flood projects.

[Our Mission](#) : [Board Members](#)

Leading the state’s efforts
in ensuring a secure
water future for Texas

L’Oreal Stepney, P.E., Chairwoman | W. Brady Franks, Board Member | Ashley Morgan, Board Member
Bryan McMath, Executive Administrator

Additionally, water supply corporations (WSCs) will not be eligible for funding as the Texas Constitution prohibits granting public funds (1) for private purposes and (2) to “individuals” when the grant is not provided for in pre-existing law (Tex. Const., Art. III, §§ 51 and 44). Art. III, § 51 can be met for all of TWDB’s usual customers even when money is appropriated for general revenue grants that do not flow through an existing program, but Art. III, § 44 prevents TWDB’s private entity customers, such as (water supply corporations (WSCs) and investor-owned utilities, from receiving a general revenue grant. Section 51’s public purpose test is met by the typical projects funded by TWDB to typical governmental entities because (1) the grant is designed to accomplish a public purpose, not to benefit private parties; (2) TWDB will retain control over the funds to ensure the public purpose is accomplished and to protect the public’s investment; and (3) the state receives a return benefit. Section 44’s prohibition on grants to individuals without preexisting law would prohibit the use of these funds to provide a grant to WSCs because they are considered “individuals” under the provisions and no preexisting law authorizes the grant of these funds to WSCs. TWDB’s existing financial assistance programs are governed by statutes that clearly provide financial assistance to non-profit WSCs (see e.g., Tex. Water Code § 15.001(5)). Section 44 would not prohibit general revenue grants to cities, counties, or other governmental entities because they are not “individuals” within the meaning of that section of the Constitution.

Additionally, the TWDB will provide this funding in the form of a 100 percent grant because HB 500 does not provide authorization for the TWDB to use the funding to leverage bonds; therefore, the appropriation does not create a benefit to providing the funding in the form of a loan. The Constitution generally prohibits all state debt, except as otherwise authorized by the Constitution (Tex. Const., Art. III, § 49). More specifically, the TWDB’s authority to issue bonds must be “authorized by constitutional amendment or a debt proposition” (Tex. Const., Art. III, § 49-c). The TWDB’s authority to issue both revenue and general obligation bonds is specifically authorized in the Constitution. Constitutional provisions applicable to the TWDB can be found at Tex. Const., Art. III, §§ 49-c – 49-d-16. Each of those authorizations is specific to particular programs or accounts of the TWDB. The Constitution and statute provide clear and prescriptive language on where bond proceeds may be deposited and transferred, and how money may be deposited and transferred to pay debt service on those bonds. The TWDB does not have any applicable language in the appropriation from HB 500, existing statute, or existing constitutional provisions to leverage this appropriation with bonds or use this appropriation to pay debt service.

Because these funds were deposited into the TWDB’s general revenue fund, they may not be transferred into an existing account to be used to leverage additional funding through TWDB-issued bonds in an existing program. Without statutory direction otherwise, loan repayments must be deposited into the account from which they originated. If loan repayments were deposited back into the general revenue fund, the TWDB would not have authority to then use those funds again without additional appropriation from the Texas Legislature, and they would revert to the State Treasury. From the TWDB’s perspective, any loans provided from this funding would effectively be “grants that require repayment” and would lack the benefit of a revolving corpus to justify the extra level of financial review necessary to confirm a borrower’s ability to repay a loan. Based on these circumstances, there would be no benefit to the TWDB or the local entities receiving funding to provide this funding in the form of a loan. The money could not be leveraged to provide more funding to additional borrowers and there would be no interest repayments to use for future benefit.

Additionally, the language of HB 500 only speaks to grants, thereby not providing clear legal authority to require repayment.

On January 5, 2026, the TWDB posted to its website the draft implementation plan for public comment. The period of public review and comment ended on February 4, 2026. In total, 244 comments and general questions were received. A public meeting was also held via webinar on January 20, 2026.

SUMMARY OF CHANGES

The following changes were made in response to public comments:

- Addition of a funding allocation for entities that serve a population size of 1,000 or less.
- Funding caps per project were increased to more closely reflect project costs of projects in the 75th percentile of the 2026 Drinking Water State Revolving Fund Project Information Forms.
- The \$131 million in unallocated funds was reduced to \$50 million to add an allocation for entities with populations under 1,000 and increase the allocation for entities with populations between 150,001 – 1 million.
- \$50 million remains unallocated pending receipt of applications at which time the Board could review submitted need and allocate at that time. The eligibility requirements applicable to applicant and project type as described above would apply.

Additional clarifications have been incorporated into the Frequently Asked Questions document found on the agency website and throughout relevant sections of this implementation plan.

KEY ISSUES

- Funds cannot be transferred to existing TWDB funding program accounts.
- Only political subdivisions, namely local governments, are eligible; therefore, Water Supply Corporations and Investor-Owned Utilities are not eligible entities.
- Funds must be committed and closed prior to August 31, 2027.
- Funding is designated for water infrastructure and supply projects only, including reuse, (e.g., addresses real or apparent water loss, or TCEQ violations, or upgrading or replacing water systems).
- Drainage, flood control, and wastewater projects are not eligible.
- Direct and indirect potable reuse are eligible through WSIG. Given the restriction of not using WSIG funds for wastewater projects, funding for reuse projects will be limited to the tertiary treatment of wastewater effluent and any applicable components thereafter to convey the water for potable usage.
- Implementation is subject to the Tex. Gov't Code, §783, Texas Grant Management Standards.
- Projects must be consistent with the 2027 State Water Plan and 2026 Regional Water Plans.
- Applicants must be current in their audited financial statements. For a funding application to be considered complete and eligible, it must include a 2025 fiscal year-end financial audit that has been adopted by the applicant's governing body.

- The WSIG funding will not flow through any of TWDB's existing funding programs; therefore, most policies and requirements that apply per statute or rule to the existing programs will not apply to this funding.
- Similar to General Revenue Grants, the TWDB will not issue environmental findings for these projects. However, TWDB will require an affidavit certifying compliance with all applicable local, state, and federal regulations and completion of any coordination and/or permitting required to ensure compliance with the Endangered Species Act of 1973, as amended; Section 404 of the Clean Water Act; Section 10 of the Rivers and Harbors Act of 1899; the Migratory Bird Treaty Act; Texas Antiquities Code; Texas Parks and Wildlife Code; Edwards Aquifer Rules; and any other applicable state, federal, and local regulations.
 - For ready-to-proceed projects, TWDB will require an affidavit of self-certification that any permitting or coordination required by applicable local, state, or federal regulations has been completed.
 - For projects receiving planning, acquisition, and design funding, TWDB will require the affidavit of self-certification along with the backup documentation during the planning phase.
- US Iron & Steel provisions apply. Tex. Gov't Code § 2252, Subchapter G
- Conveyance coordination requirements apply only **if land acquisition is a part of the project**. Tex. Water Code § 6, Subchapter H.
- All applicants are subject to requirements for:
 - Water conservation plan (Tex. Water Code §§ 16.402 and 16.4021; 31 Tex. Admin. Code (TAC) § 363.15)
 - Water use survey (Tex. Water Code § 16.012(m); 31 TAC § 358.5)
 - Water loss audit (Tex. Water Code § 16.0121; 31 TAC § 358.6) and
 - Water loss validation (Tex. Water Code §§ 16.0121 and 16.0122; 31 TAC § 358.6)

RECOMMENDATION

The Executive Administrator recommends the following WSIG plan. This plan is intended to be flexible and is subject to change.

1. Limiting one application per entity to expedite the review process and encourage entities to prioritize system needs.
2. Limiting funding eligibility.

Entities with population of 150,000 or less

- a. May request planning, acquisition, design, or construction.
- b. If only construction is requested, the project must be ready to proceed: all environmental coordination, acquisition of 100 percent of all required water rights, land and easements, design (plans and specifications with design report), and permitting must be completed.
- c. Reimbursement of previously incurred costs for the project will only be considered if they were incurred on or after June 22, 2025.

Entities with population of 150,001 or greater

- a. May only request construction funding.

- b. The project must be ready to proceed: all environmental coordination, acquisition of 100 percent of all required land and easements, design (plans and specifications with design report), and all permitting must be completed.
 - c. Reimbursement of previously incurred costs for the project will not be eligible.
3. If a project previously received a funding commitment from a TWDB funding program (except for unclosed SWIFT commitments slated to close in 2027 or later), these grant funds may not be used for the same activities that previously received funding commitments. However, if a project previously received funding commitments for only planning, acquisition, or design, the project is eligible to receive funding from these grants for construction.
 4. If a project has an active application with the TWDB, the processing of those non-Water Supply and Infrastructure Grant applications may be postponed, allowing entities to pursue the most advantageous funding opportunity.
 5. Allocation of the available funding. This allocation is based on the average requested funding within the State Fiscal Year 2026 Drinking Water State Revolving Fund Intended Use Plan.

Service area population size	Less than 1,000	1,001-10,000	10,001-150,000	150,001-1 million	Greater than 1 million	Total
Funding Cap per project	\$6 Million	\$10 Million	\$21 Million	\$35 Million	\$55 Million	
Total funding target	\$42 Million	\$71 Million	\$142 Million	\$220 Million	\$400 Million	\$875 Million
Canal lining/conversion projects	Up to \$100 Million for match funding for North American Development Bank projects					\$975 Million

- To address canal lining and conversion projects, an amount not to exceed \$100 million is proposed to be allocated for joint funding efforts with the North American Development Bank’s Water Resiliency Program, which is geared at expediting water needs along the border. Water Supply and Infrastructure grants funds would be 50 percent of the proposed project costs for eligible projects. Additional information regarding the Water Resiliency Program can be found at <https://nadbank.org/solutions-and-services/water-resiliency-fund>
 - \$50 million remains unallocated pending receipt of applications at which time the Board could review submitted need and allocate at that time. The eligibility requirements applicable to applicant and project type as described above would apply.
 - \$13 million is reserved for administrative costs as authorized in Senate Bill 1.
6. A simplified project prioritization for allocating available funding. This criteria list is intended to simplify and expedite the ranking process.

Criteria	Points Calculation	Points
Retail Water Providers: Service Area's Annual Median Household Income (AMHI) (if using a TWDB-approved socioeconomic survey; the AMHI will be inflation adjusted)	$(76,292 \div \text{AMHI}) \times 10$	Result
Wholesale Water Providers: Total population (POP) served by Retail Water Providers that purchase wholesale from applicant as listed in TCEQ's Drinking Water Viewer .	$(100,000 \div \text{POP}) \times 10$	Result
For projects with populations under 150,000: Projects that are deemed ready to proceed.		10 points
Tiebreaker: Preference given to the community that has never or has the greater amount of time since it last received financial assistance from the TWDB.		

7. Land/easements acquisition to be limited to small entities requesting pre-design funding. All required land and easements must already be acquired for a project to qualify as ready to proceed.
8. For ready-to-proceed projects, TWDB will not review planning documents.
9. Entities must have submitted their applicable water use survey, water loss audit, and water conservation plan and annual report by their respective deadlines or before the application deadline to be eligible.
10. TWDB will rely on TCEQ design approval for ready-to-proceed projects. TWDB will need to review Plans and Specifications to ensure these requirements are met:
 - a. US Iron & Steel
 - b. Performance bonds
 - c. Retainage
11. The TWDB will issue a Certificate of Approval prior to authorization of release of final retainage ensuring the funds have been utilized in accordance with the committed project.
12. The TWDB will not accept or process requests for water loss or state water plan consistency waivers due to the limited timeframes.
13. Funds will be disbursed to applicants through an entity-established escrow account. All commitments, grant agreements, and closings to escrow should be completed by May 1, 2027.
14. All Water Supply Infrastructure Grant recipients with funds closed to escrow by May 1, 2027, will have until August 31, 2031, to expend their escrowed funds. Under no circumstances will funds be released from project escrow accounts after August 31, 2031.

- 15. Construction contracts must not have an end date past January 31, 2031. Construction closeout documents must be submitted by February 28, 2031, including completion of a final site visit by TWDB staff.
- 16. Each escrow account will need to be interest bearing. Furthermore, all remaining escrow account funds plus escrow account interest earnings shall be returned to the TWDB no later than September 1, 2031.

Failure to submit any of the required information at the time the application is submitted will disqualify the application from the selection process. Questions can be directed to the TWDB, and two pre-application webinars will be held and posted to the TWDB website. Applications may be submitted prior to the July 30, 2026, deadline, but the TWDB will not initiate review until the deadline has passed. Entities may withdraw and resubmit an early application, provided the revised submission is a fully completed package.

IMPLEMENTATION TIMELINE

March 31, 2026	Board briefing on the implementation plan
April 1, 2026	Solicitation of applications opens for 120 days
April 23, 2026	First Pre-Application Webinar
May 13, 2026	Second Pre-Application Webinar
July 30, 2026	Applications due
Fall 2026	Commitments
Winter 2026 – May 1, 2027	Closings

LEGAL/SPECIAL CONDITIONS

- Entities must submit, with their financial assistance application, a resolution from their governing body requesting financial assistance.
- Entities must submit with their financial assistance application, an application affidavit.
- Entities must have submitted their Water Use Surveys, Water Loss Audits, and Water Conservation Plans, as applicable, by their respective deadlines prior to submitting an application.

IMPLEMENTATION PLAN

Attachments:

- 1. Water Supply and Infrastructure Grants Public Comments Executive Summary

Water Supply and Infrastructure Grants Public Comments Summary

Executive Summary

The Texas Water Development Board received nearly 250 comments and questions on the Water Supply Innovation Grant (WSIG) opportunity. Comments were reviewed in the order received and reflect strong statewide engagement from water supply corporations, political subdivisions, regional entities, and the public. Several themes appeared consistently across submissions.

The most frequent area of inquiry involved eligibility, seeking clarification on how nonprofit water supply corporations qualify for the opportunity. Many commenters requested clear, consistent guidance on eligibility pathways and documentation expectations.

A significant number of comments focused on the funding structure, particularly the role of the North American Development Bank (NADBank) and how its financing interacts with WSIG requirements and other funding sources.

Stakeholders also emphasized equitable prioritization, addressing how disadvantaged, rural, or small population communities would be considered in the evaluation process and whether prioritization criteria would meaningfully reflect community need. There was also a request to include scoring criteria for innovative projects and regionalization projects.

Stakeholders asked for separate funding categories for source water protection projects, very small systems serving populations fewer than 1,000, and using the WSIG as a match for any federally funded project, not just those funded through the NADBank.

Several commenters sought clarity on project types, specifically how innovative or emerging projects should demonstrate consistency with the State Water Plan when not explicitly listed in regional plans. Also, there were comments that addressed administrative conditions, including questions about the applicability of U.S. Iron & Steel requirements.

Additional recommendations included support for rural systems, with requests for simplified requirements, technical assistance, and funding structures that reflect limited administrative capacity.

The comments reflected broad and substantive support for the WSIG opportunity, with stakeholders consistently emphasizing the expectation for transparent eligibility criteria, predictable funding structures, and equitable access for communities of all sizes, especially rural and disadvantaged communities. To aid in maintaining the integrity and context of each submission, comments are presented in the order received and any screenshots, hyperlinks, or embedded items appear as originally submitted. When an official letter was provided, the accompanying email content is included first, followed by the full letter to preserve the submitter's intent. In response to the volume and consistency of these inquiries, the TWDB has developed, and continues to develop, targeted FAQs to address the questions and concerns raised. These resources will support and guide applicants as the opportunity is further defined and implemented, ensuring clarity, consistency, and accessibility throughout the process.

TOWN OF PROSPER, TEXAS

RESOLUTION NO. 2026-XX

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF PROSPER, TEXAS, AUTHORIZING THE TOWN TO SUBMIT A GRANT APPLICATION TO THE TEXAS WATER DEVELOPMENT BOARD FOR THE WATER SUPPLY AND INFRASTRUCTURE GRANT PROGRAM GRANT PROGRAM; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Town of Prosper finds it in the best interests of the citizens of the Town of Prosper ("Town") that the Town submit a grant application for the Water Supply and Infrastructure Grant Program to be funded by the Texas Water Development Board; and

WHEREAS, this grant program will assist this jurisdiction with the construction of a six-million-gallon water ground storage tank; and

WHEREAS, the Town agrees to provide applicable matching funds for said project as required by the Texas Water Board Water Supply and Infrastructure grant application; and

WHEREAS, the Town agrees that in the event of the loss or misuse of the grant funds, the Town agrees and assures that the funds will be returned to the Texas Water Development Board in full; and

WHEREAS, the Town designates the Budget Officer & Grants Administrator, Colin Ashby or successor as the Authorized Official to apply for, accept, reject, alter, or terminate the grant application for the Water Supply and Infrastructure Grant Program and all other necessary documents to accept said grant on behalf of the Town; and

WHEREAS, the Town designates Hulon Webb, Director of Engineering Services, is designated as the Program Director and Marcus Northcutt is designated as the Financial Officer for this grant.

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

SECTION 1

The findings set forth above are incorporated into the body of this Resolution as if fully set forth herein.

SECTION 2

The Town Council of the Town of Prosper does hereby approve the submission of the grant application for the Water Supply and Infrastructure Grant Program.

SECTION 3

This Resolution shall be effective from and after its passage by the Town Council.

DULY PASSED AND APPROVED BY THE TOWN COUNCIL OF THE TOWN OF PROSPER, TEXAS, BY A VOTE OF ___ TO ___ ON THIS THE 23RD DAY OF JUNE 2026.

David F. Bristol, Mayor

ATTEST:

Michelle Lewis Sirianni, Town Secretary

APPROVED AS TO FORM AND LEGALITY:

Terrence S. Welch, Town Attorney



PLANNING

To: Mayor and Town Council

From: David Hoover, AICP, Director of Development Services

**Through: Mario Canizares, Town Manager
Chuck Ewings, Assistant Town Manager**

Re: Planned Development Ordinance for Bella Prosper

Town Council Meeting – June 23, 2026

Strategic Visioning Priority: Ensure the Town's Commercial Corridors are Ready for Development

Agenda Item:

Consider and act upon an ordinance to rezone 60.1± acres from Agricultural (A) and Planned Development-71 (PD-71) to Planned Development-138 (PD-138), located on the south side of First Street and 1,500± feet east of Legacy Drive. (ZONE-24-0025)

Description of Agenda Item:

On June 9, 2026, the Town Council unanimously approved the proposed rezoning request by a vote of 6-0. An ordinance has been prepared accordingly.

Budget Impact:

There is no budgetary impact affiliated with this item.

Legal Obligations and Review:

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

Attached Documents:

1. Ordinance
2. Ordinance Exhibits

Town Staff Recommendation:

Town Staff recommend the Town Council approve the ordinance to rezone 60.1± acres from Agricultural (A) and Planned Development-71 (PD-71) to Planned Development-138 (PD-138), located on the south side of First Street and 1,500± feet east of Legacy Drive.

Proposed Motion:

I move to approve/deny the ordinance to rezone 60.1± acres from Agricultural (A) and Planned Development-71 (PD-71) to Planned Development-138 (PD-138), located on the south side of First Street and 1,500± feet east of Legacy Drive.

TOWN OF PROSPER, TEXAS

ORDINANCE NO. 2026-__

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF PROSPER, TEXAS, AMENDING THE ZONING ORDINANCE BY REZONING A TRACT OF LAND CONSISTING OF 60.1 ACRES, MORE OR LESS, SITUATED IN THE COLLIN COUNTY SCHOOL LAND NO. 12 SURVEY, ABSTRACT 147, TRACTS 29, 73, AND 74, IN THE TOWN OF PROSPER, COLLIN COUNTY, TEXAS, FROM AGRICULTURAL (A) AND PLANNED DEVELOPMENT-71 (PD-71) TO PLANNED DEVELOPMENT-138 (PD-138), DESCRIBING THE TRACT TO BE REZONED; PROVIDING FOR A PENALTY FOR THE VIOLATION OF THIS ORDINANCE; PROVIDING FOR REPEALING, SAVING AND SEVERABILITY CLAUSES; PROVIDING FOR AN EFFECTIVE DATE OF THIS ORDINANCE; AND PROVIDING FOR THE PUBLICATION OF THE CAPTION HEREOF.

WHEREAS, the Town Council of the Town of Prosper, Texas (the "Town Council") has investigated and determined that the Zoning Ordinance should be amended; and

WHEREAS, the Town of Prosper, Texas ("Prosper") has received a request (Case ZONE-24-0025) from Alexa Knight ("Applicant"), to rezone 60.1 acres of land, more or less, Collin County School Land No. 12 Survey, Abstract 147, Tracts 29, 73, and 74, in the Town of Prosper, Collin County, Texas, and being more particularly described in Exhibit "A-1" and Exhibit "A-2", attached hereto and incorporated herein for all purposes; and

WHEREAS, the Town Council has investigated into and determined that the facts contained in the request are true and correct; and

WHEREAS, all legal notices required for rezoning have been given in the manner and form set forth by law, and public hearings have been held on the proposed rezoning and all other requirements of notice and completion of such zoning procedures have been fulfilled; and

WHEREAS, the Town Council has further investigated into and determined that it will be advantageous and beneficial to Prosper and its inhabitants to rezone this property as set forth below.

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

SECTION 1

Findings Incorporated. The findings set forth above are incorporated into the body of this Ordinance as if fully set forth herein.

SECTION 2

Amendment to the Town's Zoning Ordinance. The Town's Zoning Ordinance is amended as follows: The zoning designation of the below described property containing 60.1 acres of land, more or less, in the Collin County School Land No. 12 Survey, Abstract 147, Tracts 29, 73, and 74, Town of Prosper, Collin County, Texas, and all streets, roads, and alleyways contiguous and/or adjacent thereto are hereby zoned as Planned Development-138 and being more particularly described in Exhibit "A-1" and Exhibit "A-2", attached hereto and incorporated herein for all purposes as if set forth verbatim.

The development plans, standards, and uses for the Property in this Planned Development District shall conform to, and comply with (1) the Development Standards, attached hereto as Exhibit C; (2) the Conceptual Plan, attached hereto as Exhibit D; (3) the Elevations, attached hereto as Exhibit F; (4) the Landscape Plan, attached hereto as Exhibit G, all of which are incorporated herein for all purposes as if set forth verbatim.

Two (2) original, official, and identical copies of the zoning exhibit map are hereby adopted and shall be filed and maintained as follows:

- a. One (1) copy shall be filed with the Town Secretary and retained as an original record and shall not be changed in any manner.
- b. One (1) copy shall be filed with the Building Official and shall be maintained up to date by posting thereon all changes and subsequent amendments for observation, issuing building permits, certificates of compliance and occupancy, and enforcing the zoning ordinance. Reproduction for information purposes may from time-to-time be made of the official zoning district map.

SECTION 3

No Vested Interest/Repeal. No developer or property owner shall acquire any vested interest in this Ordinance or in any other specific regulations contained herein. Any portion of this Ordinance may be repealed by the Town Council in the manner provided for by law.

SECTION 4

Unlawful Use of Premises. It shall be unlawful for any person, firm, or corporation to make use of said premises in some manner other than as authorized by this Ordinance, and shall be unlawful for any person, firm, or corporation to construct on said premises any building that is not in conformity with the permissible uses under this Zoning Ordinance.

SECTION 5

Penalty. Any person, firm, corporation, or business entity violating this Ordinance or any provision of Prosper's Zoning Ordinance, as amended, shall be deemed guilty of a misdemeanor, and upon conviction thereof shall be fined any sum not exceeding Two Thousand Dollars (\$2,000.00). Each continuing day's violation under this Ordinance shall constitute a separate offense. The penal provisions imposed under this Ordinance shall not preclude Prosper from filing suit to enjoin the violation. Prosper retains all legal rights and remedies available to it pursuant to local, state, and federal law.

SECTION 6

Severability. Should any section, subsection, sentence, clause, or phrase of this Ordinance be declared unconstitutional or invalid by a court of competent jurisdiction, it is expressly provided that all remaining portions of this Ordinance shall remain in full force and effect. Prosper 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 or invalid.

SECTION 7

Savings/Repealing Clause. Prosper’s Zoning Ordinance, as amended, shall remain in full force and effect, save and except as amended by this or any other Ordinance. 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 appeal prevent a prosecution from being commenced for any violation if occurring prior to the repealing of the ordinance. Any remaining portions of said ordinances shall remain in full force and effect.

SECTION 8

Effective Date. This Ordinance shall become effective from and after its adoption and publications as required by law.

DULY PASSED, APPROVED, AND ADOPTED BY THE TOWN COUNCIL OF THE TOWN OF PROSPER, TEXAS, ON THE 23RD DAY OF JUNE, 2026.

David F. Bristol, Mayor

ATTEST:

Michelle Lewis Sirianni, Town Secretary

APPROVED AS TO FORM AND LEGALITY:

Terrence S. Welch, Town Attorney

ZONE 24-0025**EXHIBIT A-1: WRITTEN METES AND BOUNDS**

BEING a tract of land situated in the Collin County School Land Survey, Abstract No. 147, Town of Prosper, Collin County, Texas, and being all of a called 48.090 acre tract of land described in a Special Warranty Deed with Vendor's Lien to Prosper Prairie LLC, as recorded in Instrument No. 2023000090239 of the Official Public Records of Collin County, Texas, being all of a called 6.217 acre tract of land described as Tract 1 and all of a called 5.875 acre tract of land described as Tract 2 in a Special Warranty Deed with Vendor's Lien to PTP Retail Holdings LLC, as recorded in Instrument No. 2023000113173 of the Official Public Records of Collin County, Texas, and being a portion of a called 1.686-acre tract of land described in a Right of Way Deed to Town of Prosper, Texas, recorded in Instrument No. 20220209000224300, said Official Public Records, same being a portion of First Street (Country Road No. 3), a variable width right of way, and being more particularly described as follows:

BEGINNING at a 1/2 inch iron rod found for the southwest corner of said 48.090 acre tract, common to the northwest corner of a called 11.859 acre tract of land as described in a deed to Mahard Resorts LLC, as recorded in Instrument No. 2023000090178 of the Official Public Records of Collin County, Texas, same being on the easterly line of a called 78.483 acre tract of land as described in a Special Warranty Deed with Vendor's Lien to Legacy and First LP, as recorded in Instrument No. 20200618000919920 of the Official Public Records of Collin County, Texas;

THENCE North 00°05'43" East, along the westerly line of said 50.02 acre tract and the easterly line of said 78.483 acre tract, passing at a distance of 1331.33 feet the southwest corner of said 1.686 acre tract on the southerly right of way line of said First Street, and continuing along the same course, along the westerly line of said 1.686 acre tract and crossing said First Street, for a total distance of 1378.32 feet to a point for corner in the centerline of said First Street, and at the beginning of a non-tangent curve to the right with a radius of 1,190.00 feet, a central angle of 15°11'21", and a chord bearing and distance of North 81°17'10" East, 314.55 feet, from which, a 1/2 iron rod with busted plastic cap found for the northwest corner of said 1.686 acre tract bears North 00°05'43" East, 44.60 feet;

THENCE in an easterly direction departing the westerly line of 1.686 acre tract, along the centerline of said First Street and crossing said 1.686 acre tract, with said non-tangent curve to the right, an arc distance of 315.47 feet to a point for corner on the northerly line of said 1.686 acre tract and the southerly line of a called 1.325 acre tract of land described in a Right of Way Deed to Town of Prosper, Texas, as recorded in Instrument No. 20211228002596420 of the Official Public Records of Collin County, Texas;

THENCE North 89°26'15" East, along the northerly line of said 1.686 acre tract and the southerly line of said 1.325 acre tract, and continuing along the centerline of said First Street, a distance of 1210.98 feet to 1/2 inch iron rod found for the northeast corner of said 1.686 acre tract, common to the southeast corner of said 1.325 acre tract, the southwest corner of a called 1.377 acre tract of land described in a Right of Way Deed to Town of Prosper, Texas, as recorded in Instrument No. 20211228002596590 of the Official Public Records of Collin County,

Texas, and the northwest corner of a called 1.377 acre tract of land described in a Right of Way Deed to Town of Prosper, Texas, as recorded in Instrument No. 20211015002111910 of the Official Public Records of Collin County, Texas;

THENCE South 00°00'23" East, departing the centerline of said First Street, along the easterly line of said 1.686 acre tract, the easterly line of said 48.090 acre tract, the easterly line of said Tract 2, the westerly line of said 1.377 acre tract and the westerly line of a called 188.635 acre tract of land described in a Trustee's Deed and Bill of Sale to M.A.H.G. Partnership, as recorded in Instrument No. 20100601000545080 of the Official Public Records of Collin County, Texas, a distance of 1943.66 feet to the southeast corner of said Tract 2, from which, a 1/2 inch iron rod with plastic cap stamped "RPLS 6677" found for witness bears South 77°06' East, a distance of 0.24 feet;

THENCE South 89°22'36" West, departing the westerly line of said 188.635 acre tract and along the southerly line of said Tract 2, a distance of 19.32 feet to a point at the beginning of a tangent curve to the right with a radius of 505.00 feet, a central angle of 05°32'47", and a chord bearing and distance of North 87°51'01" West, 48.87 feet;

THENCE in a westerly direction continuing along the southerly line of said Tract 2, with said tangent curve to the right, an arc distance of 48.89 feet to a point for corner;

THENCE North 85°04'37" West, continuing along the southerly line of said Tract 2 and along the southerly line of said Tract 1, a distance of 484.73 feet to a point at the beginning of a tangent curve to the left with a radius of 595.00 feet, a central angle of 05°32'47", and a chord bearing and distance of North 87°51'01" West, 57.58 feet;

THENCE in a westerly direction continuing along the southerly line of said Tract 1, with said tangent curve to the left, an arc distance of 57.60 feet to a point for corner;

THENCE South 89°22'36" West, continuing along the southerly line of said Tract 1, a distance of 130.29 feet to a point for corner;

THENCE North 86°48'19" West, continuing along the southerly line of said Tract 1, a distance of 150.32 feet to a point for corner;

THENCE South 89°22'35" West, continuing along the southerly line of said Tract 1, a distance of 222.35 feet to a point for the southwest corner of said Tract 1, being on the easterly line of a called 11.859 acre tract of land described in a deed to Mahard Resorts LLC, as recorded in Instrument No. 2023000090178 of the Official Public Records of Collin County, Texas;

THENCE North 03°10'52" East, along the westerly line of said Tract 1 and the easterly line of said 11.859 acre tract, a distance of 287.00 feet to a point at the beginning of a non-tangent curve to the right with a radius of 580.00 feet, a central angle of 17°41'25", and a chord bearing and distance of North 12°54'09" East, 178.37 feet;

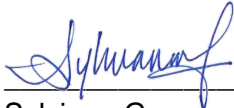
THENCE in a northerly direction continuing along the westerly line of said Tract 1 and the easterly line of said 11.859 acre tract, with said non-tangent curve to the right, an arc distance

of 179.08 feet to the northwest corner of said Tract 1, common to the northeast corner of said 11.859 acre tract, being on the southerly line of aforesaid 48.090 acre tract;

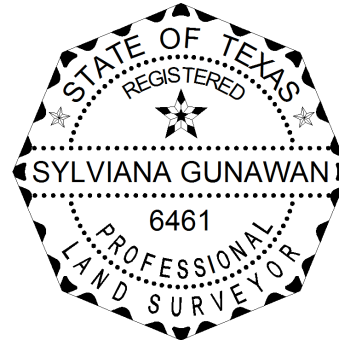
THENCE South 89°26'39" West, along the southerly line of said 48.090 acre tract and the northerly line of said 11.859 acre tract, a distance of 468.79 feet to the **POINT OF BEGINNING** and containing 61.743 acres (2,689,531 square feet) of land, more or less.

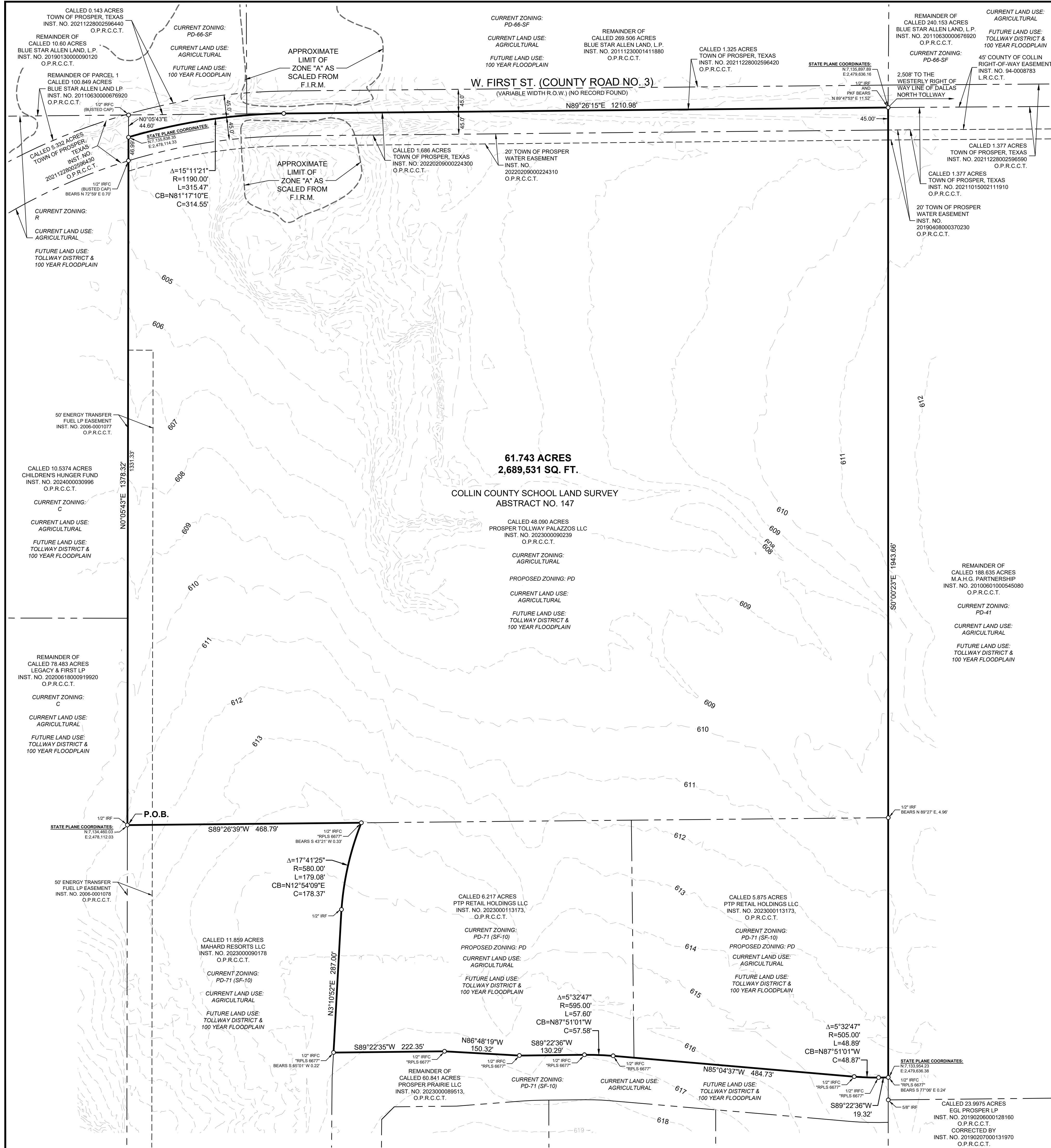
Bearing system based on the south line of Prosper Center Block B, Lot 1R and 2 as recorded in Doc. No. 2016-241 P.R.D.C.T.

03/04/2025



Sylviana Gunawan
Registered Professional Land Surveyor No. 6461
Kimley-Horn and Associates, Inc.
6160 Warren Parkway, Suite 210
Frisco, Texas 75034
Ph. 972-335-3580
sylviana.gunawan@kimley-horn.com





DESCRIPTION OF SURVEYED PROPERTY:

BEING a tract of land situated in the Collin County School Land Survey, Abstract No. 147, Town of Prosper, Collin County, Texas, and being all of a called 48.090 acre tract of land described in a Special Warranty Deed with Vendor's Lien to Prosper Prairie LLC, as recorded in Instrument No. 2023000090239 of the Official Public Records of Collin County, Texas, being all of a called 6.217 acre tract of land described as Tract 1 and all of a called 5.875 acre tract of land described as Tract 2 in a Special Warranty Deed with Vendor's Lien to PTP Retail Holdings LLC, as recorded in Instrument No. 2023000113173 of the Official Public Records of Collin County, Texas, and being a portion of a called 1.686-acre tract of land described in a Right of Way Deed to Town of Prosper, Texas, recorded in Instrument No. 2022020900224300, said Official Public Records, same being a portion of First Street (Country Road No. 3), a variable width right of way, and being more particularly described as follows:

BEGINNING at a 1/2 inch iron rod found for the southwest corner of said 48.090 acre tract, common to the northwest corner of a called 11.859 acre tract of land as described in a deed to Mahard Resorts LLC, as recorded in Instrument No. 2023000090178 of the Official Public Records of Collin County, Texas, same being on the easterly line of a called 78.483 acre tract of land as described in a Special Warranty Deed with Vendor's Lien to Legacy and First LP, as recorded in Instrument No. 20200618000919920 of the Official Public Records of Collin County, Texas;

THENCE North 00°05'43" East, along the westerly line of said 50.02 acre tract and the easterly line of said 78.483 acre tract, passing at a distance of 1331.33 feet the southwest corner of said 1.686 acre tract on the southerly right of way line of said First Street, and continuing along the same course, along the westerly line of said 1.686 acre tract and crossing said First Street, for a total distance of 1378.32 feet to a point for corner in the centerline of said First Street, and at the beginning of a non-tangent curve to the right with a radius of 1180.00 feet, a central angle of 15°11'21", and a chord bearing and distance of North 81°17'10" East, 314.55 feet, from which, a 1/2 inch iron rod with busted plastic cap found for the northwest corner of said 1.686 acre tract bears North 00°05'43" East, 44.60 feet;

THENCE in an easterly direction departing the westerly line of 1.686 acre tract, along the centerline of said First Street and crossing said 1.686 acre tract, with said non-tangent curve to the right, an arc distance of 315.47 feet to a point for corner on the northerly line of said 1.686 acre tract and the southerly line of a called 1.325 acre tract of land described in a Right of Way Deed to Town of Prosper, Texas, as recorded in Instrument No. 20211228002596420 of the Official Public Records of Collin County, Texas;

THENCE North 89°26'15" East, along the northerly line of said 1.686 acre tract and the southerly line of said 1.325 acre tract, and continuing along the centerline of said First Street, a distance of 1210.98 feet to 1/2 inch iron rod found for the northeast corner of said 1.686 acre tract, common to the southeast corner of said 1.325 acre tract, the southwest corner of a called 1.377 acre tract of land described in a Right of Way Deed to Town of Prosper, Texas, as recorded in Instrument No. 20211228002596590 of the Official Public Records of Collin County, Texas, and the northwest corner of a called 1.377 acre tract of land described in a Right of Way Deed to Town of Prosper, Texas, as recorded in Instrument No. 20211015002111910 of the Official Public Records of Collin County, Texas;

THENCE South 00°00'23" East, departing the centerline of said First Street, along the easterly line of said 1.686 acre tract, the easterly line of said 48.090 acre tract, the easterly line of said Tract 2, the westerly line of said 1.377 acre tract and the westerly line of a called 188.635 acre tract of land described in a Trustee's Deed and Bill of Sale to M.A.H.G. Partnership, as recorded in Instrument No. 20100601000545080 of the Official Public Records of Collin County, Texas, a distance of 1943.66 feet to the southeast corner of said Tract 2, from which, a 1/2 inch iron rod with plastic cap stamped "RPLS 6677" found for witness bears South 77°06' East, a distance of 0.24 feet;

THENCE South 89°22'36" West, departing the westerly line of said 188.635 acre tract and along the southerly line of said Tract 2, a distance of 19.32 feet to a point at the beginning of a tangent curve to the right with a radius of 505.00 feet, a central angle of 05°32'47", and a chord bearing and distance of North 87°51'01" West, 48.87 feet;

THENCE in a westerly direction continuing along the southerly line of said Tract 2, with said tangent curve to the right, an arc distance of 48.89 feet to a point for corner;

THENCE North 85°04'37" West, continuing along the southerly line of said Tract 2 and along the southerly line of said Tract 1, a distance of 484.73 feet to a point at the beginning of a tangent curve to the left with a radius of 595.00 feet, a central angle of 05°32'47", and a chord bearing and distance of North 87°51'01" West, 57.58 feet;

THENCE in a westerly direction continuing along the southerly line of said Tract 1, with said tangent curve to the left, an arc distance of 57.60 feet to a point for corner;

THENCE South 89°22'36" West, continuing along the southerly line of said Tract 1, a distance of 130.29 feet to a point for corner;

THENCE North 86°48'19" West, continuing along the southerly line of said Tract 1, a distance of 150.32 feet to a point for corner;

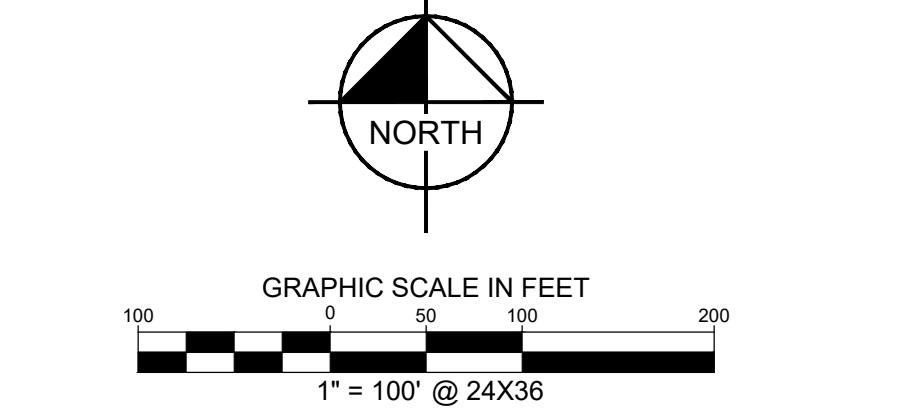
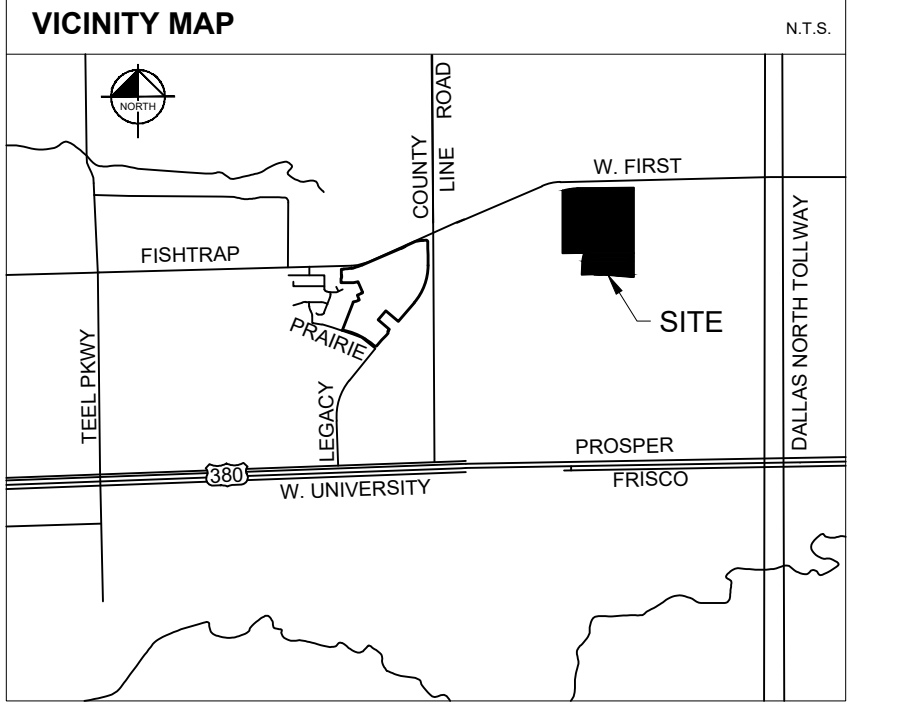
THENCE South 89°22'35" West, continuing along the southerly line of said Tract 1, a distance of 222.35 feet to a point for the southwest corner of said Tract 1, being on the easterly line of a called 11.859 acre tract of land described in a deed to Mahard Resorts LLC, as recorded in Instrument No. 2023000090178 of the Official Public Records of Collin County, Texas;

THENCE North 03°10'52" East, along the westerly line of said Tract 1 and the easterly line of said 11.859 acre tract, a distance of 287.00 feet to a point at the beginning of a non-tangent curve to the right with a radius of 580.00 feet, a central angle of 17°41'25", and a chord bearing and distance of North 12°54'09" East, 178.37 feet;

THENCE in a northerly direction continuing along the westerly line of said Tract 1 and the easterly line of said 11.859 acre tract, with said non-tangent curve to the right, an arc distance of 179.08 feet to the northwest corner of said Tract 1, common to the northeast corner of said 11.859 acre tract, being on the southerly line of aforesaid 48.090 acre tract;

THENCE South 89°26'30" West, along the southerly line of said 48.090 acre tract and the northerly line of said 11.859 acre tract, a distance of 468.79 feet to the **POINT OF BEGINNING** and containing 61.743 acres (2,689,531 square feet) of land, more or less.

Bearing system based on the south line of Prosper Center Block B, Lot 1R and 2 as recorded in Doc. No. 2016-241 P.R.D.C.T.



LEGEND

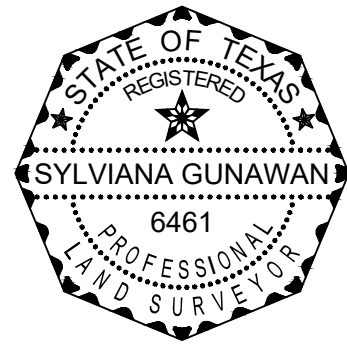
---	BOUNDARY LINE
---	EASEMENT LINE
---	PROPERTY LINE
IRF	IRON ROD FOUND
IRFC	IRON ROD FOUND WITH CAP
IRSC	IRON ROD SET WITH CAP
N.T.S.	NOT TO SCALE
(C.M.)	CONTROLLING MONUMENT
D.R.C.C.T.	DEED RECORDS OF COLLIN COUNTY, TEXAS
M.R.C.C.T.	MAP RECORDS OF COLLIN COUNTY, TEXAS
O.P.R.C.C.T.	OFFICIAL PUBLIC RECORDS OF COLLIN COUNTY, TEXAS
FND.	FOUND
R.O.W.	RIGHT OF WAY

NOTES:

According to Federal Emergency Management Agency's Flood Insurance Rate Map No. 48085C0230J, for Collin County, Texas and incorporated areas, dated June 02, 2009, this property is located within Zone X (unshaded) defined as "Areas determined to be outside the 0.2% annual chance floodplain" and Zone A defined as "Special flood hazard areas (SFHAs) subject to inundation by the 1% annual chance flood (No Base Flood Elevations determined)". If this site is not within an identified special flood hazard area, this flood statement does not imply that the property and/or the structures thereon will be free from flooding or flood damage. On rare occasions, greater floods can and will occur and flood heights may be increased by man-made or natural causes. This flood statement shall not create liability on the part of the surveyor.

Bearing system based on the south line of Prosper Center Block B, Lot 1R and 2 as recorded in Doc. No. 2016-241 P.R.D.C.T.

Sylviana Gunawan
 SYLVIANA GUNAWAN
 REGISTERED PROFESSIONAL
 LAND SURVEYOR NO. 6461
 6160 WARREN PKWY., SUITE 210
 FRISCO, TEXAS 75034
 PH. 972-335-3580
 sylviana.gunawan@kimley-horn.com



ZONE-24-0025
EXHIBIT A-2: BOUNDARY EXHIBIT
 61.743 ACRES
 COLLIN COUNTY SCHOOL LAND SURVEY,
 ABSTRACT NO. 147
 TOWN OF PROSPER,
 COLLIN COUNTY, TEXAS

ENGINEER:
 Kimley-Horn and Associates, Inc.
 6160 Warren Parkway, Suite 210
 Frisco, Texas 75034
 972-335-3580
 Contact : David Upton, P.E.

SURVEYOR:
 Kimley-Horn and Associates, Inc.
 6160 Warren Parkway, Suite 210
 Frisco, Texas 75035
 Phone 972-335-3580
 Contact: Sylviana Gunawan, RPLS

OWNER:
 PROSPER TOLLWAY PALAZZOS LLC
 8105 Rasor Blvd., Suite 299
 Plano, Texas 75024
 469-982-4300
 Contact: Naseem Shaik

OWNER:
 PTP Retail Holdings LLC
 8105 Rasor Blvd., Suite 299
 Plano, Texas 75024
 469-982-4300
 Contact: Naseem Shaik

Kimley»Horn
 6160 Warren Parkway, Suite 210 Frisco, Texas 75034
 Tel. No. (972) 335-3580
 FIRM # 10193822

Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
1" = 100'	SG	KHA	08/12/2025	068303300	1 OF 1

ZONE-24-0025
EXHIBIT B
STATEMENT OF INTENT

Development of Bella Prosper, this Planned Development (PD) District, will follow the regulations outlined within the Development Standards (Exhibit C) and meet the intent of the Concept Plan that is attached as Exhibit D and the permitted uses as noted herein.

The Property is shown on the Town's Future Land Use Map to be within the Dallas North Tollway District and is a proposed, planned development intended to provide for, and encourage development of, a cohesive master planned community that allows for the flexibility of land uses within. The vision for the property is to have a pedestrian oriented community of compatible mix of residential and commercial land uses. The development will have an "all-day" environment with an active component morning, afternoon and evening, through the careful planning of an increased office component, a curated retail mix, hospitality, and a central water oriented public realm. The central water amenity and park esplanade is envisioned for both those who live and work within the development and the Prosper community to use when they dine at the restaurants and shop in the retail. This will be a development that provides a sense of place to live, work, and play within the Town of Prosper.

The PD is a district that accommodates planned associations of uses developed as integral land use units such as retail, restaurants, hotel, office, day care, and residential townhome units, or any appropriate combination of uses that may be planned, developed, or operated as integral land use units either by a single owner or a combination of owners.

Additionally, the standards are intended to promote an efficient, pedestrian-access network that connects the residential and office to the restaurant and retail parcels. The planned development generally addresses the physical relationship between development and adjacent properties, public streets, neighborhoods, and the natural environment. This is accomplished by the following:

- Utilizing the natural drainage-way path that bisects the property as a focal point of open space and water feature in the heart of the development; and
- Ensuring buildings relate appropriately to surrounding developments and streets which create cohesive visual identity and attractive street scenes; and
- Ensuring site design promotes efficient pedestrian and vehicle circulation patterns; and
- Ensuring the creation of high-quality street and sidewalk environments that are supportive of pedestrian mobility and that are appropriate to the roadway context.

The use provisions define land uses and the siting and character of the improvements and structures allowed on the land in a manner that encourages a balanced and sustainable mix of uses. These uses may be combined either vertically in the same building, or

horizontally in multiple buildings, or through a combination of the two as depicted on the Concept Plan.

ZONE-24-0025
EXHIBIT C
DEVELOPMENT STANDARDS

Development within this Planned Development (PD) District will conform to the development standards of its specified subdistrict (Neighborhood or Retail) and will follow the additional regulations outlined below and meet the intent of the Concept Plan that is attached as Exhibit D and the permitted uses as noted herein. All proposed land uses are appropriate for the Dallas North Tollway District and comply with the Town's Future Land Use Plan.

These planned development regulations will hold precedence over any conflicting regulations created by any current or future overlay district, design guidelines and/or the Town's Zoning Ordinance.

Development Plan

Concept Plan:

- A. The Property shall be developed in general accordance with the attached Concept Plan set forth in Exhibit D. However, the Concept Plan is illustrative in nature and does not reflect the exact footprint of proposed buildings nor layout of the associated parking.
- B. Development Triggers:
 - a. The residential portion of the development shall have a maximum of 86 townhomes.
 - b. The full length of Mahard Parkway (60' ROW), including sidewalks, located on the Property and as shown on the concept plan, will be built with the townhome development (phase 2).
 - c. The commercial development proposed along First Street (phase 1 – 60,950 sf) must have an approved site plan, foundation in, and be released for vertical construction prior to the townhomes commencing vertical construction.
 - d. Notwithstanding the aforementioned, phases 2 through 4 shown on Exhibit D, are only provided as estimates of development phasing and buildings with associated parking are fungible within these phases. The market will dictate how development will occur in phases 2 – 4.

Administrative:

- A. Amendments to the Concept Plan shall be classified as major or minor.
 - a. Minor amendments shall include corrections of distances and dimensions, adjustments of building configuration and placement within the respective sub-district, realignment of drives and aisles, layout of parking, adjustments to open space, landscaping and screening, changes to utilities and service locations which do not substantially change the original plan. The Director of Development Services or his/her designee may approve a minor amendment administratively or if they deem the changes to be a Major Amendment, send to the Planning and Zoning Commission and Town Council for consideration.

- b. Major amendments shall include a change in permitted land uses or any modification to development standards outlined herein. Major amendments will be considered by the Planning & Zoning Commission and Town Council.

1) SECTION 1: NEIGHBORHOOD SUB-DISTRICT

a) Neighborhood Sub-District

i) **General Description**

The neighborhood sub-district is identified along the western portion of the Property and contains 86 townhome units. This district is meant to provide the residents of Prosper a denser residential product with their own amenity center and open space provided within their district. The neighborhood district has direct access to the neighboring retail district which is supported by the thoroughfares.

ii) **Permitted Uses**

The following uses are allowed by right: a maximum of 86 townhomes, amenity facilities, and private open space.

b) TH - Townhome District

i) **General Description**

The Townhome District will provide for development of attached residential dwelling units in structures accommodating three to six units. This district is a high-density district, not to exceed ten units per gross acre (10 UPA). The standards in this district are intended to promote stable, quality multiple occupancy residential development at increased densities. Other uses, such as parks, trails, open spaces or community gather spaces, will be provided to maintain a balanced, orderly, convenient and attractive sense of place for the residents.

(1) **Regulations**

(a) **Maximum Permitted Density:** Ten (10) units per acre.

(b) **Size of Yards:**

(i) *Minimum Front Yard* — 25 feet.

(ii) *Minimum Side Yard* — Zero feet for the side of a unit that is attached to another unit.

1. Ten feet for the side of a unit at the end of the structure; 15 feet on corner lot adjacent to side street.
2. Each townhome should be constructed on a single lot. No multiple townhomes on a single lot permitted.

(iii) **Minimum Rear Yard** — 25 feet.

(c) **Size of Lots:**

(i) *Minimum Lot Area* — 2,500 square feet per dwelling unit.

(ii) *Minimum Lot Width* — 20 feet per dwelling unit.

(iii) *Minimum Lot Depth* — 100 feet.

(d) **Minimum Dwelling Area:** 1,300 square feet.

(e) **Maximum Height:** Forty-five (45) feet (as measured from the finish floor to the top plate), or three (3) stories.

(f) **Lot Coverage:** 70 percent.

- (g) **Minimum Open Space:** 20 percent. The open space shall be located on the Townhome development. Open space areas can be less than 20,000 square feet but not less than 10,000 square feet minimum and an amenity center may count towards the open space requirement.

2) SECTION 2: RETAIL SUB-DISTRICT

a) Retail District

i) General Description

The Retail District is established to provide locations for various types of general retail, medical and professional office, a hotel, service uses, and a day care facility.

- ii) Development within the Retail District should utilize established landscape and buffering requirements other than a zero (0) foot buffer along retail sub district roadways.
- iii) Parking along the east side of the retail sub district roadway, within Tracts 3 and 6 shall be dedicated within a Property Owners Association (POA) Lot to be shared amongst Tracts 1 – 7. A shared parking analysis and agreement will need to be completed during the site plan stage.

(1) Retail Regulations

(a) Size of Yards:

- (i) *Minimum Front Yard* — 30 feet. (20 feet along Retail Sub-District Roadway)

(ii) *Minimum Side Yard:*

1. Fifteen feet adjacent to a nonresidential district. The minimum side yard setback may be eliminated for attached retail buildings on separate lots as shown on an approved site plan.
2. Thirty feet for a one story building adjacent to a residential district and 60 feet for a two-story building adjacent to a residential district.
3. Thirty feet adjacent to a street.

(iii) *Minimum Rear Yard:*

1. Fifteen feet adjacent to a nonresidential district. The minimum side yard setback may be eliminated for attached retail buildings on separate lots as shown on an approved site plan.
2. Thirty feet for a one story building adjacent to a residential district and 60 feet for a two-story building adjacent to a residential district.

(b) Size of Lots:

- (i) *Minimum Size of Lot Area* — 10,000 square feet.

- (ii) *Minimum Lot Width* — 100 feet.

- (iii) *Minimum Lot Depth* — 100 feet.

- (c) **Maximum Height:** Two (2) stories with the exception of the retail with office above building that wraps the parking structure. This building may have the maximum of six (6) stories.

- (d) **Lot Coverage:** 40 percent.

- (e) **Floor Area Ratio (FAR):** Maximum 0.8:1.

- (f) **Minimum Open Space:** Seven (7) percent and can be consolidated with overall district
- (g) **Landscape Buffer**
 - (i) Landscape buffer should follow Town Ordinance other than a zero-foot (0') buffer along retail sub district roadways.

(2) Hotel Regulations

- (a) **Hotel, Full Service.** Full-Service Hotel developments shall be subject to the following development standards:
 - (i) External balconies and walkways shall be set back 200 feet from any residential zoning district in place at the time of this ordinance's approval.
 - (ii) Shall provide management staff on-site 24 hours a day.
 - (iii) Shall provide at least one of the amenities from the list below:
 1. Indoor or Outdoor Swimming Pool; or
 2. Spa, Sauna, or Wellness Facility
 - (iv) Shall also provide at least three additional amenities from the list below (excluding the amenity selected to satisfy the previous section):
 1. Indoor or Outdoor Swimming Pool
 2. Spa, Sauna, or Wellness Facility
 3. Weight Room/Fitness Center
 4. Playground
 5. Sports Court
 6. Game Room
 7. Jogging Trail
 8. Executive or Club Lounge
 - (v) Shall provide a full-service restaurant offering three meals a day.
 - (vi) Shall provide concierge services and room service for at least breakfast and dinner.
 - (vii) Shall provide a minimum total of 10,000 square feet of indoor meeting/event space.
 - (viii) No more than 5% of the total number of guest rooms shall have cooking facilities.
 - (ix) All room units must be accessed through an internal hallway, lobby or courtyard.
 - (x) Hotel building height:
 - (xi) Minimum: four (4) stories
 - (xii) Maximum: eight (8) stories

(3) Office Regulations

General Description

The office may accommodate a variety of office developments providing for professional, financial, medical, and similar services for local residents.

(a) Size of Yards:**(i) Minimum Front Yard** — 30 feet.

1. Minimum Side Yard: Ten feet adjacent to a nonresidential district.
2. Twenty-five feet for a one story building adjacent to a residential district and forty feet for a two-story building adjacent to a residential district.

(ii) Minimum Rear Yard:

1. Ten feet adjacent to a nonresidential district.
2. Twenty-five feet for a one story building adjacent to a residential district and forty feet for a two-story building adjacent to a residential district.

(b) Size of Lots:**(i) Minimum Size of Lot Area** — 7,000 square feet.**(ii) Minimum Lot Width** — 70 feet.**(iii) Minimum Lot Depth** — 100 feet.**(c) Maximum Height:** Six (6) stories on Tract 6 and three (3) stories on Tract 7.**(d) Lot Coverage:** 30 percent.**(e) Floor Area Ratio (FAR): Maximum.** 0.5 :1.**(f) Minimum Open Space:** Seven (7) percent and can be consolidated with overall district

Permitted Uses on the Property

The following business establishments shall be permitted on the Property: Items listed are allowed by right; Designation by, (S) - permitted by special use permit.

Schedule of Permitted Business Establishments
Neighborhood District:
Townhome
Park or playground
Amenity center
Retail District:
Administrative, medical, insurance or professional office
Alcoholic Beverage Sales
Antique shop
Automobile paid parking lot/garage
Automobile parking lot garage
Bank, savings and loan, or credit union
Beauty salon / Barber shop as an incidental use
Big box (S)
Business service
Catering business
Childcare center
Commercial amusement, indoor (S)
Farmers Market
Food truck park (only for special events)
Furniture, home furnishings and appliance store
Government office
Gymnastics /Dance studio
Health / Fitness center
Hotel, full service
House of worship
Meeting / banquet / reception facility
Mobile food vendor
Museum / art gallery
Administrative, Medical, or Professional Office
Government Office
Insurance Office
Park or playground
Print shop, minor
Restaurant without drive-thru or drive in service
Restaurant with drive through service (S)
Retail stores and shops

Retail /service incidental use
School, private or parochial (S)
School, public
Theater, neighborhood
Theater, regional
Veterinary clinic and/or kennel, indoor
Wireless communications and support structures (cell tower) (S)

1) SECTION 3: BUILDING DESIGN STANDARDS

The Building Design Standards and Guidelines for the Bella Prosper District shall establish a coherent urban character and encourage enduring and attractive development, ensuring the preservation, sustainability, and visual quality of this unique environment. Buildings shall be located and designed so that they provide visual interest and create enjoyable, human-scale spaces. The key design principles are:

- i) New buildings should utilize building elements and details to achieve a pedestrian-oriented public realm.
- ii) Compatibility is not meant to be achieved through uniformity, but through the use of variations in building elements to achieve individual building identity.
- iii) Building facades should include appropriate architectural details and ornamentation to create variety and interest.
- iv) Open space(s) should be incorporated to provide usable public areas integral to the urban environment.

a) General to all Sub-Districts or Tracts

i) Building Height

- (1) Maximum Building Height: Varies. See each land use district.
- (2) Architectural embellishments not intended for human occupancy that are integral to the architectural style of the buildings, including spires, belfries, towers, cupolas, domes, and roof forms whose area in plan is no greater than 20% of the first-floor footprint may exceed the height limits by up to twenty (20) feet.
- (3) Mechanical equipment, including mechanical/elevator equipment penthouse enclosures, ventilation equipment, antennas, chimneys, exhaust stacks and flues, fire sprinkler tanks, and other similar constructions may extend up to twenty (20) feet above the actual building height, provided that: 1.) they are setback from all exterior walls a distance at least equal to the vertical dimension that such item(s) extend(s) above the actual building height, or 2.) the exterior wall and roof surfaces of such items that are set back less than the vertical dimension above the actual building are to be constructed as architecturally integral parts of the building façade(s) or as architectural embellishments as described above. Mechanical equipment shall not be visible from the public right-of-way, measured at six (6) feet above finish grade at the Fire, Access, Utility, and Drainage Easement Line.

ii) Minimum Building Height by use type:

- (1) *Office*: one (1) story.
- (2) *Townhome*: two (2) stories.
- (3) *Hotel*: four (4) stories.
- (4) *Retail/Restaurant*: one (1) story.

b) Office Design Standards

- i) The ground floor condition for office shall have a minimum of 12 feet ceiling and 14-foot floor to floor.
- ii) Decorative or enhanced concrete tilt wall shall be a permitted material for up to twenty five percent (25%) of any façade; however, it shall not be permitted on primary facades facing hotel frontage, open space, park space, or streets.
- iii) Buildings shall incorporate architectural detailing, façade articulation, and material changes (masonry).

c) Design of Parking Structures

- i) Above-grade parking structure facades along all rights-of-way shall be designed with both vertical (façade rhythm of 20 feet to 30 feet) and horizontal (aligning with horizontal elements along the block) articulation.
- ii) Where above-grade structured parking is located at the perimeter of a building with frontage along any right-of-way, openings in their facades shall not exceed 55% of the façade area. The portion of the parking garage that is visible from the street shall have an architecturally finished façade compatible with the surrounding buildings. Screening may be achieved through the use of louvered, solid or opaque vertical screening elements. Permitted materials shall be metal, glass, pre-cast concrete, masonry or concrete block.
- iii) When parking structures are located at corners, corner architectural elements shall be incorporated such as corner entrance, signage, glazing and vertical elements that accentuate the parking structure's vertical circulation.
- iv) Entries and exits to and from parking structures shall be clearly marked for both vehicles and pedestrians by materials, lighting, signage, etc., to ensure pedestrian safety on sidewalks.
- v) Parking structure ramps shall not be directly fronting any right-of-way.
- vi) Parking Structure Height: No parking structure shall be taller than the primary building it serves.

d) Roof Form

- i) Buildings shall have simple, flat fronts with minimal articulations with flat or low-pitched roofs (2.5:12 or lower) with parapets. Corner hip roof elements and gable accents at the parapet may be permitted. Projecting mansard roofs shall not be permitted.

e) Façade Composition

- i) Storefronts on facades that span multiple tenants shall use architecturally compatible materials, colors, details, awnings, signage, and lighting fixtures.
- ii) Building entrances shall be defined and articulated by architectural elements such as lintels, pediments, pilasters, columns, porticos, porches, overhangs, railings, balustrades, and others as appropriate. All building elements should be compatible with the architectural style, materials, colors, and details of the building as a whole. Entrances to upper-level uses may be defined and integrated into the design of the overall building facade.
- iii) Buildings shall generally maintain the alignment of horizontal elements along the block.
- iv) Corner emphasizing architectural features, pedimented parapets, cornices, awnings, blade signs, arcades, colonnades and balconies may be used along commercial storefronts to add pedestrian interest.
- v) Buildings which are located on axis with a terminating street or at the intersection of streets shall be considered as feature buildings. Such buildings shall be designed with features which take advantage of that location, such as an accentuated entry and a unique building articulation which is offset from the front wall planes and goes above the main building eave or parapet line.

f) Windows and Doors

- i) Windows and doors on right-of-way fronting facades (except alleys) shall be designed to be proportional and appropriate to the architectural style of the building. First floor windows shall NOT be opaque, tinted or mirrored glass.
- ii) All ground floor front facades of buildings along rights-of-way or Open Space shall have transparent storefront windows covering no less than 30% of the façade area.
- iii) Upper floors along rights-of-way shall feature at least 20% transparent windows in each façade. Single tenant retail that are greater than 20,000 sf shall have no less than 20% along their primary front facade.
- iv) Windows and doors may require fire ratings depending upon separation per IBC/IFC.

g) Building Entries:

- i) Main building entries shall be highlighted using such techniques as building articulation and/or entry canopies, so they are obvious to pedestrians and motorists.
- ii) Each building and separate lease space at-grade along the street edge shall have a functioning primary entry from the sidewalk. Corner entries may count as a primary entry for both intersecting street fronts.

h) Awnings, Canopies, Arcades & Overhangs:

- i) Structural awnings are encouraged at the ground level to enhance articulation of the building volumes.
- ii) The material of awnings and canopies shall be architectural materials that complement the building.
- iii) Awnings shall not be internally illuminated.

- iv) Canopies should not exceed one hundred (100) linear feet without a break of at least five (5) feet.
- v) Canopies and awnings shall respect the placement of street trees and lighting.

i) Building Articulation

- i) That portion of the building where retail or service uses take place on the first floor shall be accentuated by including awnings or canopies, different building materials, or architectural building features.
- ii) Building facades fronting both streets and driveways should have massing changes and architectural articulation to provide visual interest and texture and reduce large areas of undifferentiated building facades. Design articulation should employ changes in volume and plane. Architectural elements and moldings that break up the mass of the building are encouraged.

j) Building Materials

- i) Brick, natural and manufactured stone, and curtain wall and window wall glazing shall be considered primary materials. Primary materials shall comprise at least 80% of each elevation, exclusive of doors and windows. Non-primary, or secondary materials, may include cementitious panel system, resin-impregnated wood panel system, clapboard siding and metal panel systems.
- ii) Where multifamily is concerned, primary materials shall be limited to brick, natural and manufactured stone, and cementitious panel system (allowed on upper floors only; none on ground floor).
- iii) Only primary building materials are allowed on the first floor, plus metal panel systems for non-residential uses. For purposes of this section, the first floor shall be at least fourteen (14) feet high and, at a minimum 90% shall be constructed of masonry cladding.
- iv) All buildings shall be architecturally finished on all sides with articulation, detailing and features.
- v) Roofing materials visible from any street shall be copper, factory finished standing seam metal, slate, synthetic slate, or similar materials.

k) Projections into Setbacks and/or Rights-of-Way:

- i) The following projections shall be permitted into a Fire, Access, Utility, and Drainage Easement as allowed below, provided that 1.) no projection shall be permitted into a building setback; 2.) such projections do not extend over public rights-of-way; 3.) the property owner has assumed liability related to such projections; 4.) the property owner shall maintain such projection in a safe and non-injurious manner; 5.) no projections allowed over franchise utility corridors unless the projection is thirteen and one half (13.5) feet above finished grade; and 6.) no projections allowed over public utility where located within a fire lane or public utility easement.

- (1) Ordinary building projections, including, but not limited to water tables, sills, belt courses, pilasters, and cornices may project up to twenty-four (24) inches beyond a

building face or architectural projection into the setback, but not the Fire, Access, Utility, and Drainage Easement.

- (2) Business signs and roof eaves may project up to ten (10) feet beyond the building face or architectural projection into the setback, but not the Fire, Access, Utility, and Drainage Easement.
- (3) Architectural projections, including balconies, bays, towers, and oriels; show windows (1st floor only); below grade vaults and areaways; and elements of a nature similar to those listed; may project up to ten (10) feet beyond the building face into the setback, but not the Fire, Access, Utility, and Drainage Easement.
- (4) Canopies and/or awnings may project from the building face over the entire setback. Additionally, they may be extended into the Fire, Access, Utility, and Drainage Easement to be within eight (8) inches of the back of curb if used to provide a covered walkway to a building entrance and as long as any canopy/awning support is no closer than twenty-four (24) inches from the back of curb and does not extend over any fire lane or public utility easement.

4) SECTION 4: LANDSCAPE ENHANCEMENTS

a) Mahard Parkway Landscape and Pedestrian Easement

Mahard Parkway shall be constructed with a minimum ten-foot (10') wide meandering sidewalk located within a forty-foot (40') landscape and pedestrian easement. Said sidewalk shall be installed during Phase 2 of the development.

b) Programmed Open Space – Tracts 5 and 6

The open space area shared between Tract 5 and Tract 6 shall be designated and maintained as programmed open space. Open space requirements for tracts within the Planned Development that do not independently meet the applicable open space requirements for their respective use may be satisfied through the provision of programmed open space located on Tract 5 and Tract 6, subject to compliance with this Planned Development and all applicable City standards.

c) Monument Feature

A monument feature shall be provided at the northeast corner of Mahard Parkway and Lovers Lane to serve as a gateway to the district.

d) Landscape Standards

See Appendix A for landscape standards for the Property. Shall also include concrete edging around landscaping throughout the development.

5) SECTION 5: ROADWAY DESIGN CRITERIA

- a) Street Section 'C-C', as depicted in Exhibit D, within the Townhome Subdistrict may be reduced to a 55-foot right-of-way cross section. This shall require approval from the Town's Engineering Department to accommodate a 25' front yard setback.
- b) **Thoroughfares within the Retail Subdistrict shall have a 26-foot right-of-way section as depicted in Exhibit D Section E-E. These shall require approval from the Town's Engineering Department.**

- c) Driveway stacking requirements along thoroughfares shall be met at the Mahard Parkway Intersections
- d) Thoroughfares within Retail Sub District shall be approved as fire apparatus access roads.

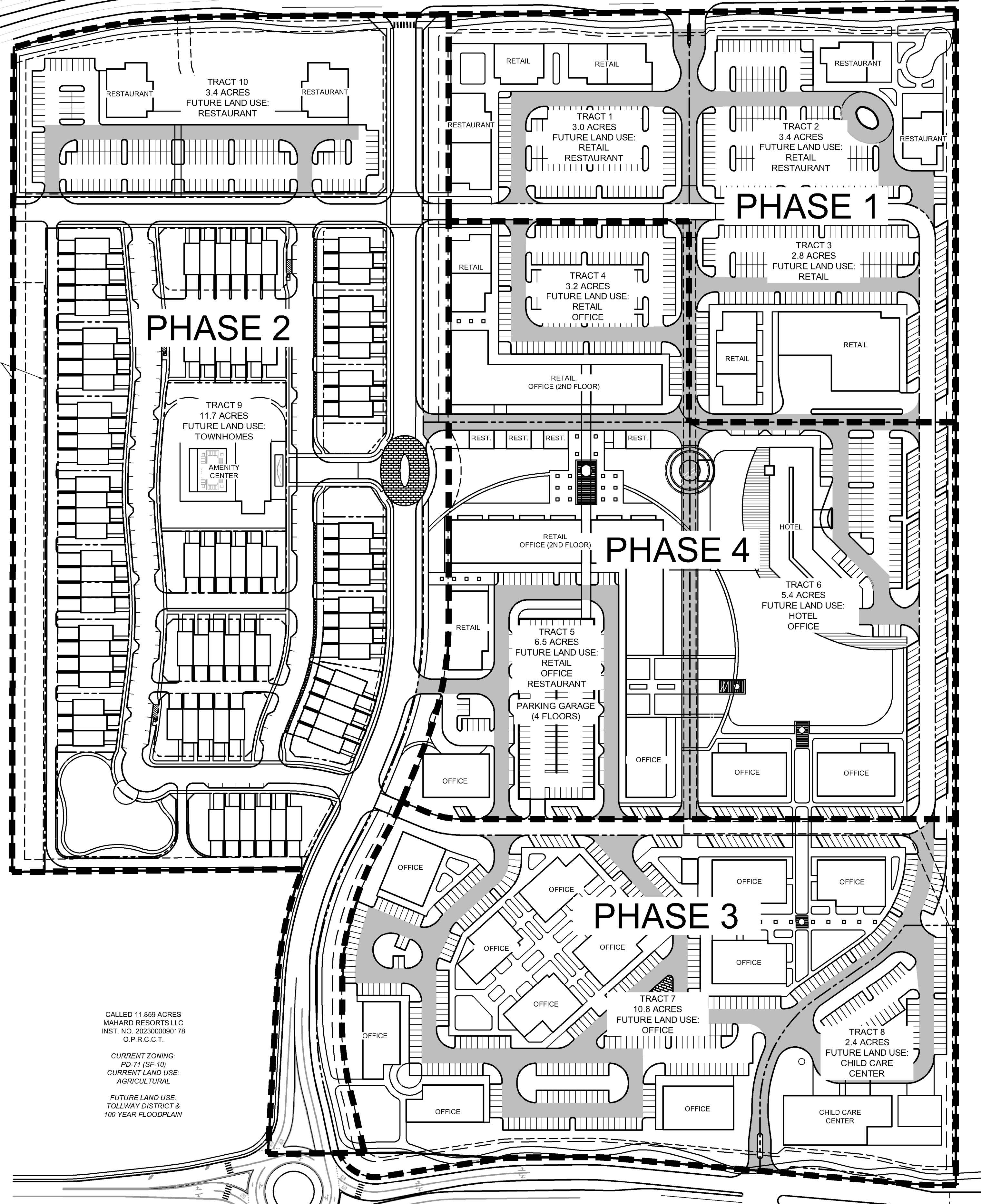
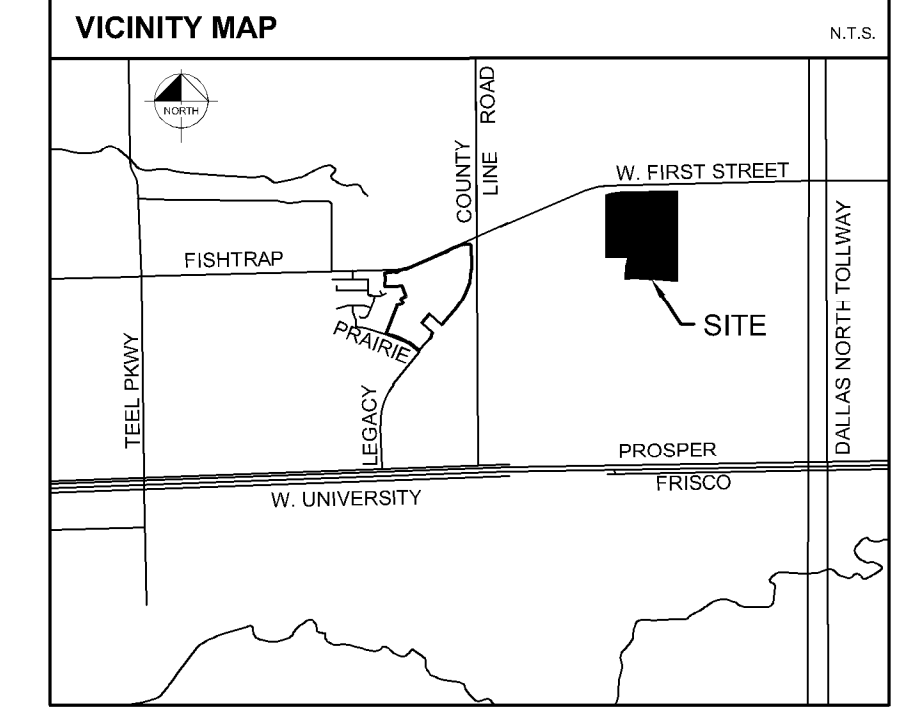
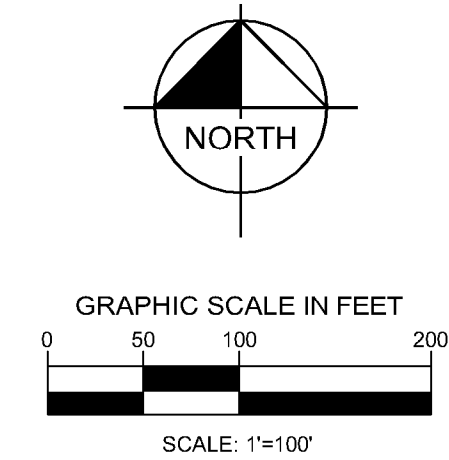
Appendix A

PROSPER LANDSCAPE DESIGN STANDARDS

April 20th, 2026

1 - NON-RESIDENTIAL		
REQUIRED	BELLA PROSPER PROPOSED	ENHANCEMENT
A - INTERIOR PARKING REQUIREMENTS		
15 SF of landscape are for every 1 parking space	20 SF of landscape are for every 1 parking space	5 SF additional landscape required
1 large 3" cal. tree for every 10 parking spaces	1 large 4" cal. tree for every 10 parking spaces	larger caliper trees required
3 ornamental trees (6' min. ht) for can be substituted for a 1 large tree (up to 25% of required trees)		
Landscape island at the end of each parking row		
Each island contains at least one large tree		
Max 15 parking spaces without a landscape island		
B - OPEN SPACE		
Any element that is not paving, parking islands, building footprint, utility yards landscape setbacks sidewalks or detention ponds		
Open Space must be 7% of lot area.	Open Space must be 10% of lot area.	3% of lot area increase
C - PERIMETER REQUIREMENTS		
25' width from back of property line along major ROW		
15' width from collector streets		
30' for Preston Road, University Drive, and Dallas Parkway		
1 large 3" cal. tree for every 30' LF frontage	1 large 4" cal. tree for every 30' LF frontage	larger caliper trees required
15 5 gal. shrubs for every 30' LF frontage	20 3 gal. shrubs for every 30' LF frontage	5 additional shrubs per 30' added
D - BUILDING LANDSCAPE REQUIREMENTS		
Foundation planting required for building 100,000 SF or larger	Foundation planting required for buildings 50,000 SF or larger	Smaller buildings require foundation planting
1 large 3" caliper tree per 10,000 SF building area	1 large 4" caliper tree per 10,000 SF building area	larger caliper trees required
Trees within 30' of building face		
Can be within tree grates, grouped, or singular		
Trees within 4' of back of curb must be in grates		
5 smaller trees = 1 large tree		

Plotted By: Nicholas Blake Date: June 01, 2026 06:41:26pm File Path: \\C:\VPL\Civil\068303300 - Prosper 60-Acres Tract VAD\PlanSheets\C-210 Exhibit D-Option 1.dwg This document, together with the concepts and designs presented herein, as an instrument of service, is intended only for the specific purpose and client for which it was prepared. Reuse of and improper reliance on this document without written authorization and adaptation by Kimley-Horn and Associates, Inc. shall be without liability to Kimley-Horn and Associates, Inc.



REMAINDER OF CALLED 188.635 ACRES M.A.H.G. PARTNERSHIP INST. NO. 20100901000545080 O.P.R.C.C.T.
CURRENT ZONING: PD-41
CURRENT LAND USE: AGRICULTURAL
FUTURE LAND USE: TOLLWAY DISTRICT & 100 YEAR FLOODPLAIN

CALLED 78.483 ACRES LEGACY & FIRST LP INST. NO. 20200618000919920 O.P.R.C.C.T.
CURRENT ZONING: C
CURRENT LAND USE: AGRICULTURAL
FUTURE LAND USE: TOLLWAY DISTRICT & 100 YEAR FLOODPLAIN

CALLED 11.859 ACRES MAHARD RESORTS LLC INST. NO. 202300090178 O.P.R.C.C.T.
CURRENT ZONING: PD-71 (SF-10)
CURRENT LAND USE: AGRICULTURAL
FUTURE LAND USE: TOLLWAY DISTRICT & 100 YEAR FLOODPLAIN

CALLED 5.101 ACRES MAHARD AND LOVERS LLC INST. NO. 202300090206 O.P.R.C.C.T.

CALLED 5.053 ACRES PRIME AT LOVERS LN LP INST. NO. 202300090218 O.P.R.C.C.T.

DFW PROSPER LAND INVESTORS LLC INST. NO. 202300090225 O.P.R.C.C.T.

SITE DATA SUMMARY TABLE						
PHASE 1						
TRACT	ACREAGE	LAND USES	TOTAL BUILDING SQUARE FOOTAGE	REQ. PARKING	PROVIDED PARKING	
TRACT 1**	3.0 ACRES	RETAIL RESTAURANT	13,500 SF 9,400 SF	1 SPACE / 250 SF 1 SPACE / 75 SF	54 SPACES 126 SPACES	24 SPACES 100 SPACES
TRACT 2**	3.4 ACRES	RESTAURANT	9,200 SF	1 SPACE / 75 SF	123 SPACES	149 SPACES
TRACT 3**	2.8 ACRES	RETAIL	28,850 SF	1 SPACE / 250 SF	116 SPACES	178 SPACES
STREET E-E RIGHT-OF-WAY DEDICATION	1.6 ACRES					
PHASE 1 TOTAL ACREAGE	10.8 ACRES					
PHASE 2						
TRACT 9	9.6 ACRES	TOWNHOMES	86 UNITS			172 GARAGE SPACES 73 ONSTREET SPACES
TRACT 10	3.4 ACRES	RESTAURANT	9,000 SF	1 SPACE / 75 SF	120 SPACES	165 SPACES
TOWN HOME STREET DEDICATION	5.5 ACRES					
MAHARD PARKWAY RIGHT-OF-WAY DEDICATION	2.7 ACRES					
PHASE 2 TOTAL ACREAGE	21.2 ACRES					
PHASE 3						
TRACT 7***	10.6 ACRES	OFFICE	81,610 SF	1 SPACE / 300 SF	273 SPACES	369 SPACES
TRACT 8	2.4 ACRES	CHILD CARE CENTER	12,800 SF	1 SPACE / 10 STUDENT 1 SPACE/TEACHER	43 SPACES	60 SPACES
PHASE 3 TOTAL ACREAGE	13.0 ACRES					
PHASE 4						
TRACT 4***	3.2 ACRES	RETAIL, RESTAURANT, OFFICE	24,345 SF 7,500 SF 24,345 SF	1 SPACE / 250 SF 1 SPACE / 75 SF 1 SPACE / 300 SF	98 SPACES 100 SPACES 82 SPACES	81 SPACES 80 SPACES 0 SPACES
TRACT 5***	6.5 ACRES	RETAIL, RESTAURANT, OFFICE	39,811 SF 47,665 SF 4,800 SF	1 SPACE / 250 SF 1 SPACE / 300 SF 1 SPACE / 75 SF	160 SPACES 159 SPACES 64 SPACES	48 SPACES 0 SPACES 0 SPACES
TRACT 6***	5.4 ACRES	HOTEL OFFICE	139 ROOMS 34,300 SF	1 SPACE / ROOM 1 SPACE / 300 SF	139 SPACES 115 SPACES	129 SPACES 63 SPACES
PHASE 4 TOTAL ACREAGE	15.1 ACRES					
TOTAL ACREAGE	60.1 ACRES					

NOTES:
* THE THOROUGHFARE ALIGNMENTS SHOWN ON THIS EXHIBIT ARE FOR ILLUSTRATION PURPOSES AND DOES NOT SET THE ALIGNMENT. THE ALIGNMENT IS DETERMINED AT THE TIME OF FINAL PLAT.

** A SHARED PARKING AGREEMENT WILL BE REQUIRED BETWEEN TRACT 1, 2, AND 3 AT TIME OF SITE PLAN PHASE.

*** A SHARED PARKING AGREEMENT WILL BE REQUIRED BETWEEN TRACT 4, 5, 6, AND 7 AT TIME OF SITE PLAN PHASE.

Kimley»Horn

EXHIBIT D
CONCEPT PLAN
ZONE-24-0025

OWNER
PTP RETAIL HOLDINGS LLC
8105 RASOR BLVD., SUITE 299
PLANO, TEXAS 75024
PHONE: (469) 982-4300
CONTACT: NASEEM SHAIK

61.743 ACRES
COLLIN COUNTY SCHOOL LAND SURVEY
TOWN OF PROSPER, COLLIN COUNTY, TEXAS
PREPARATION DATE: 06/01/2026

APPLICANT
DAKE LAW
322 W. WALNUT STREET, SUITE 210
CELINA, TX 75009
PHONE: (469) 989-7285
CONTACT: ALEXA KNIGHT

ARCHITECT
GFF ARCHITECTS
300 NOWITZKI WAY, SUITE 400
DALLAS, TX 75219
PHONE: (214) 303-1500
FAX: (214) 303-1512
CONTACT: BRIAN MOORE

ENGINEER / SURVEYOR
KIMLEY-HORN AND ASSOCIATES, INC.
6160 WARREN PARKWAY, SUITE 210
FRISCO, TX 75034
PHONE: (972) 335-3580
FAX: (972) 335-3779
CONTACT: DAVID UPTON, P.E.

No.	REVISIONS	DATE

Kimley»Horn
© 2025 KIMLEY-HORN AND ASSOCIATES, INC.
6160 WARREN PARKWAY, SUITE 210, FRISCO, TX 75034
PHONE: 972-335-3580
WWW.KIMLEY-HORN.COM
TEXAS REGISTERED ENGINEERING FIRM F-928

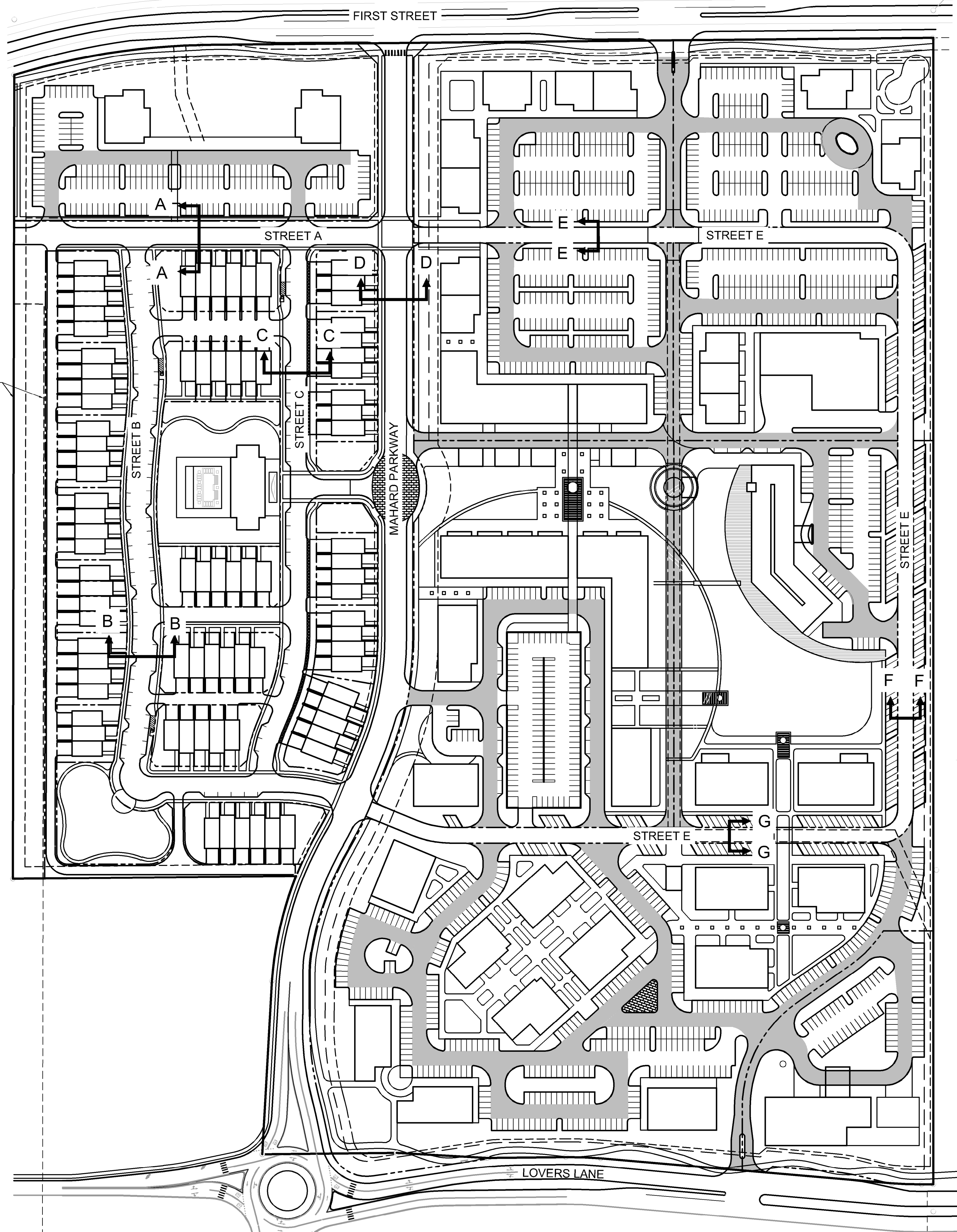
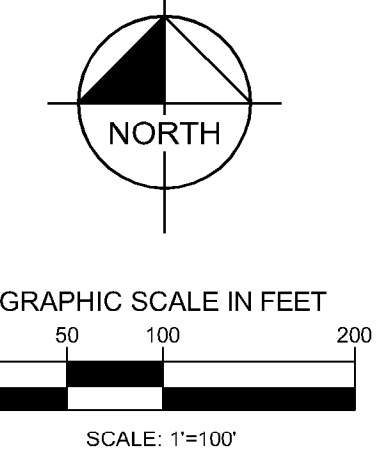
FOR REVIEW ONLY
Not for construction or permit purposes.
Kimley»Horn
Engineer: DAVID UPTON
P.E. No. 146794 Date: 06/01/2026

SCALE AS SHOWN
DESIGNED BY DCU
DRAWN BY DCU
CHECKED BY CAK

EXHIBIT D
PHASING PLAN

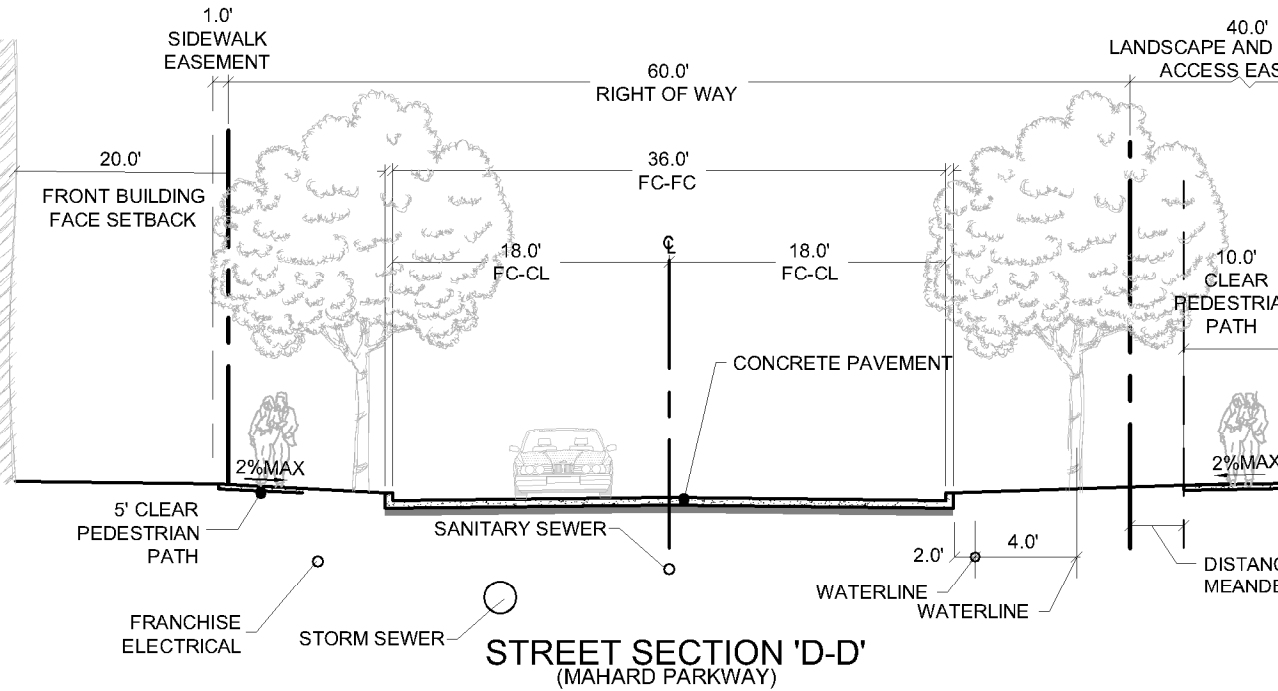
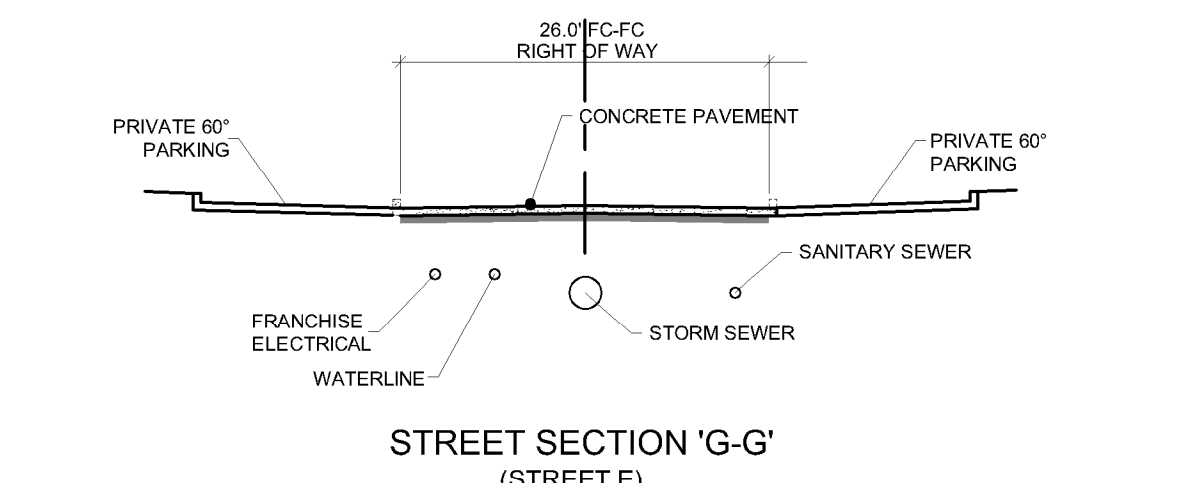
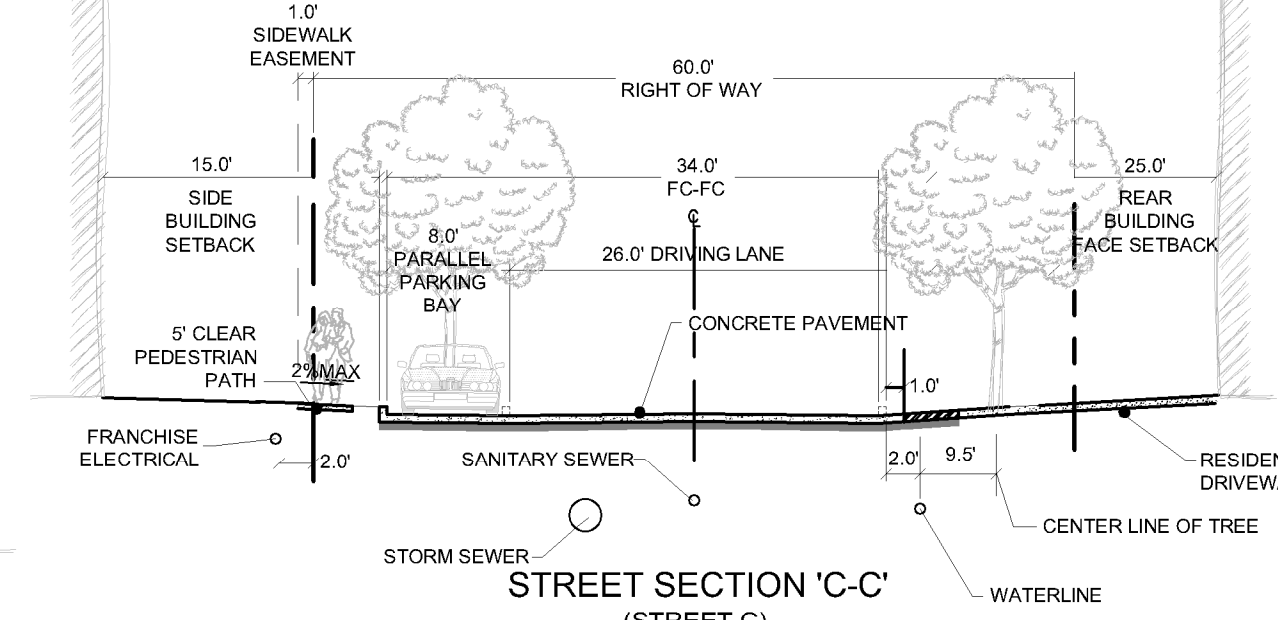
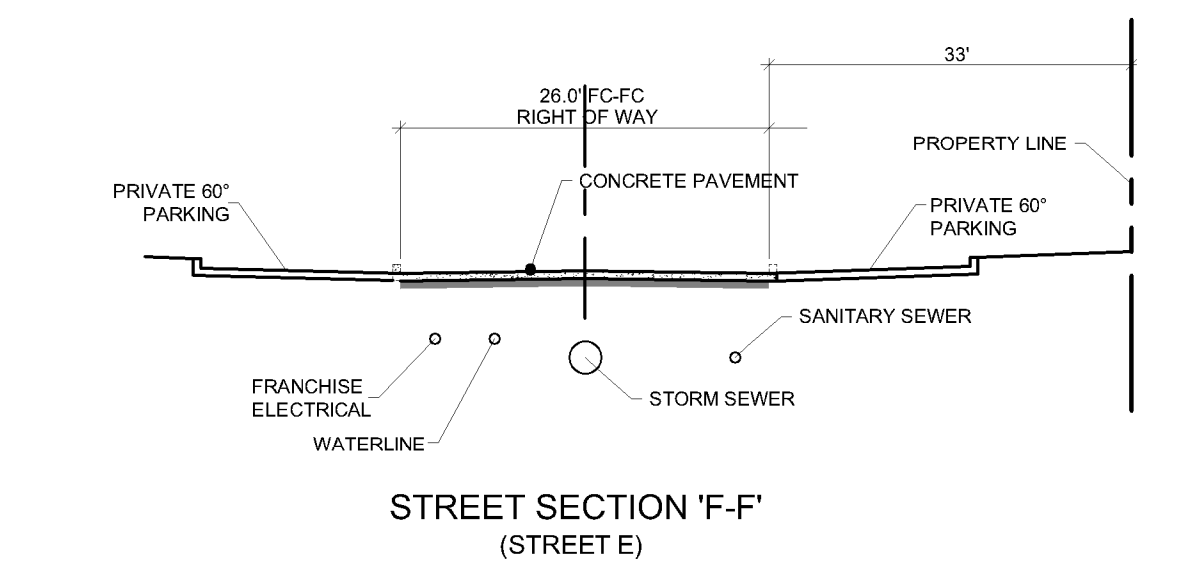
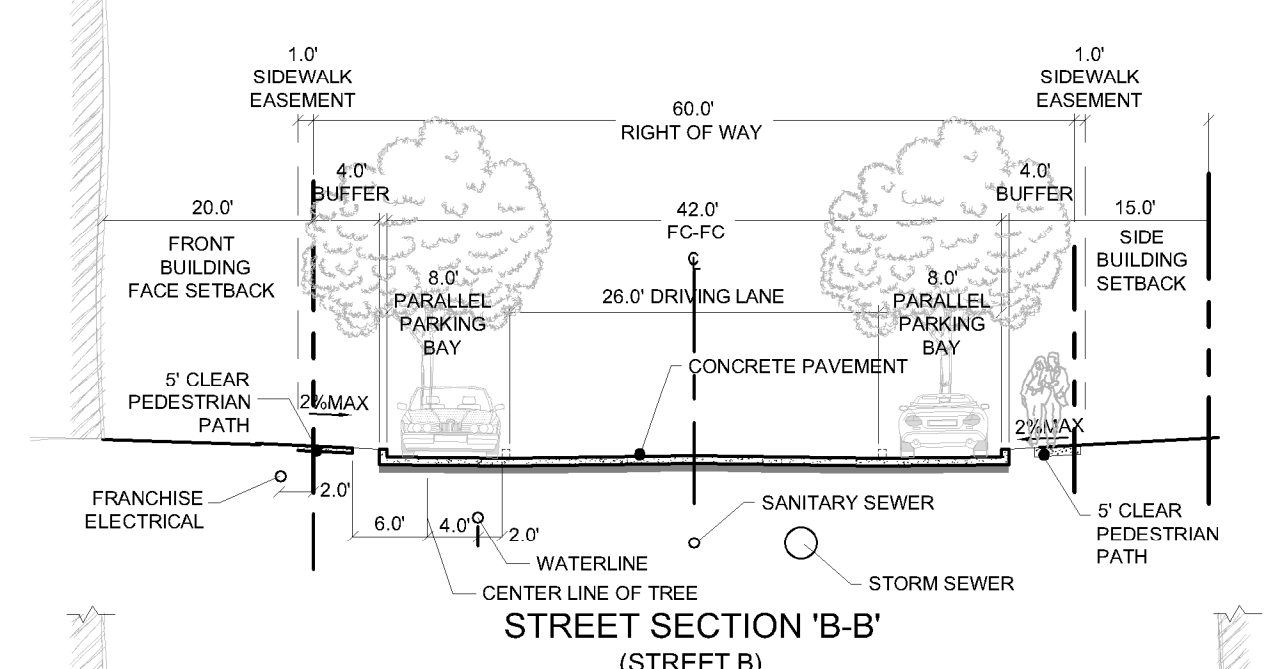
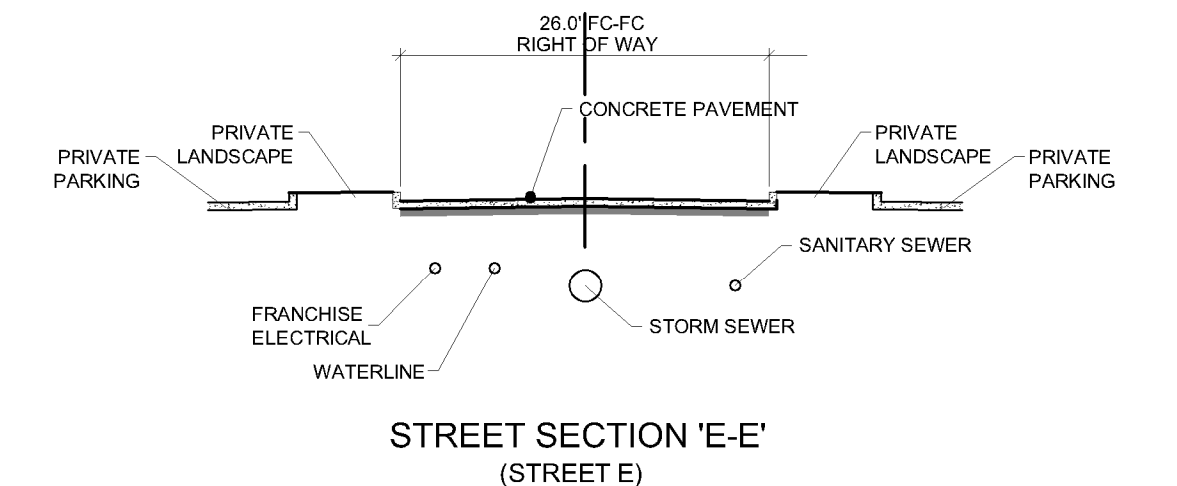
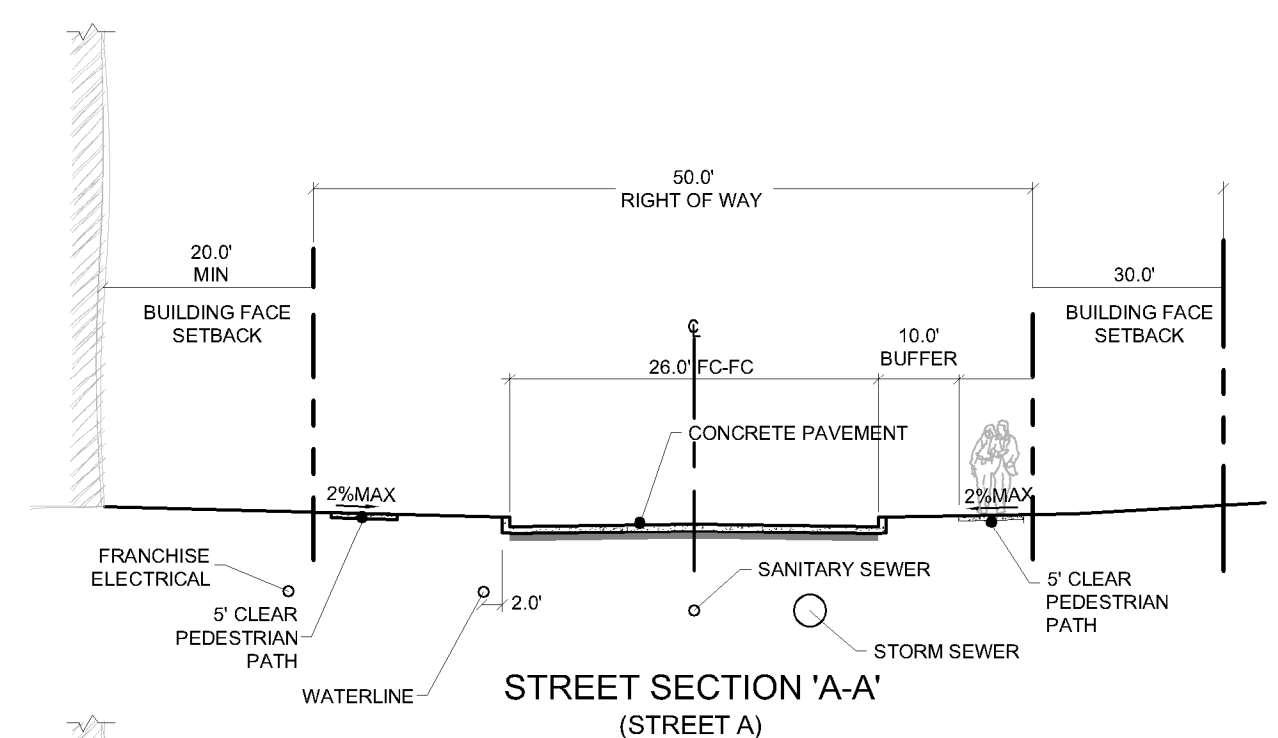
BELLA PROSPER
TOWN OF PROSPER, TEXAS

DATE: 06/01/2026
PROJECT NO.: 068303300
SHEET NUMBER: 3 OF 5



5' ENERGY TRANSFER FUEL LP EASEMENT INST. NO. 2006-001077 OF R.C.C.T.

NOTES:
1. LICENSE AGREEMENT SHALL BE REQUIRED FOR TREES IN RIGHT-OF-WAY



Kimley»Horn

OWNER
PTP RETAIL HOLDINGS LLC
8105 RASOR BLVD., SUITE 299
PLANO, TEXAS 75024
PHONE: (469) 982-4300
CONTACT: NASEEM SHAIK

EXHIBIT D
CONCEPT PLAN
ZONE-24-0025

OWNER
PROSPER TOLLWAY PALAZZOS LLC
8105 RASOR BLVD., SUITE 299
PLANO, TEXAS 75024
PHONE: (469) 982-4300
CONTACT: NASEEM SHAIK

61.743 ACRES
COLLIN COUNTY SCHOOL LAND SURVEY
TOWN OF PROSPER, COLLIN COUNTY, TEXAS
PREPARATION DATE: 06/01/2026

APPLICANT
DAKE LAW
322 W. WALNUT STREET, SUITE 210
CELINA, TX 75009
PHONE: (469) 989-7285
CONTACT: ALEXA KNIGHT

ARCHITECT
GFF ARCHITECTS
300 NOWITZKI WAY, SUITE 400
DALLAS, TX 75219
PHONE: (214) 303-1500
FAX: (214) 303-1512
CONTACT: BRIAN MOORE

ENGINEER / SURVEYOR
KIMLEY-HORN AND ASSOCIATES, INC.
6160 WARREN PARKWAY, SUITE 210
FRISCO, TX 75034
PHONE: (972) 335-3580
FAX: (972) 335-3779
CONTACT: DAVID UPTON, P.E.

No.	REVISIONS	DATE

Kimley»Horn
© 2025 KIMLEY-HORN AND ASSOCIATES, INC.
6160 WARREN PARKWAY, SUITE 210, FRISCO, TX 75034
WWW.KIMLEY-HORN.COM
TEXAS REGISTERED ENGINEERING FIRM F-928

FOR REVIEW ONLY
NOT FOR CONSTRUCTION OR PERMIT PURPOSES
Kimley»Horn
Engineer: DAVID UPTON
P.E. No. 146704 Date: 06/01/2026

SCALE	AS SHOWN
DESIGNED BY	DCU
DRAWN BY	DCU
CHECKED BY	CAK

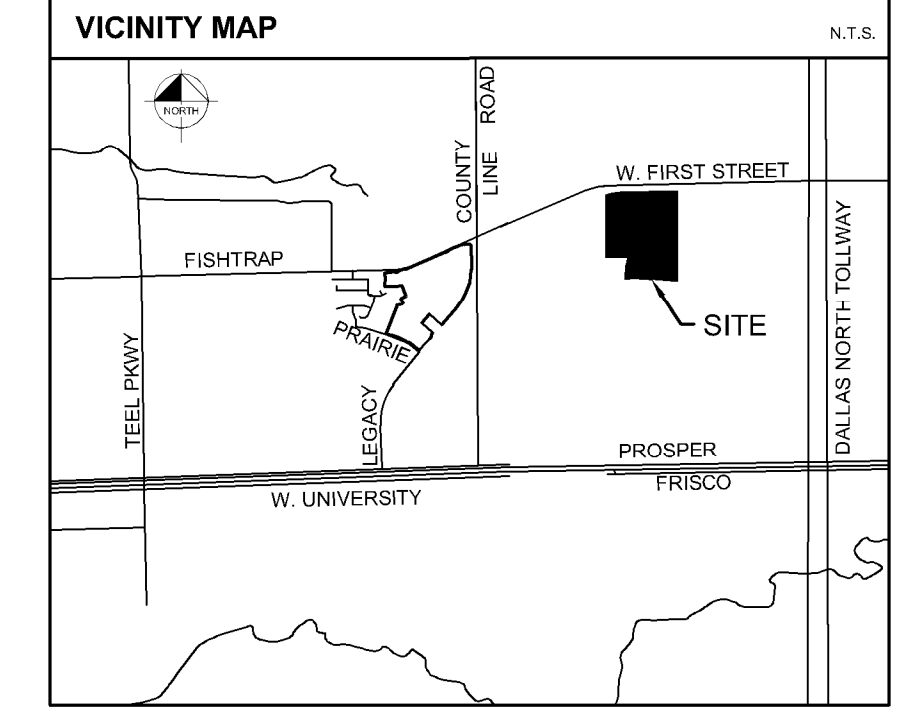
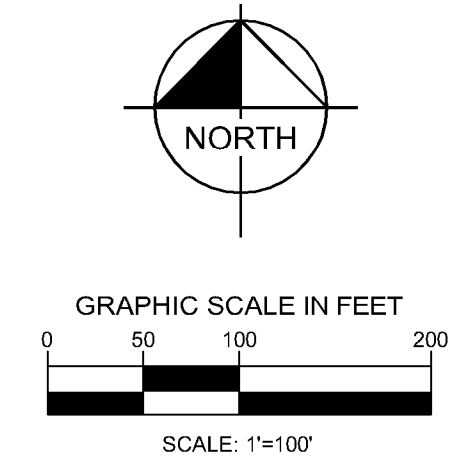
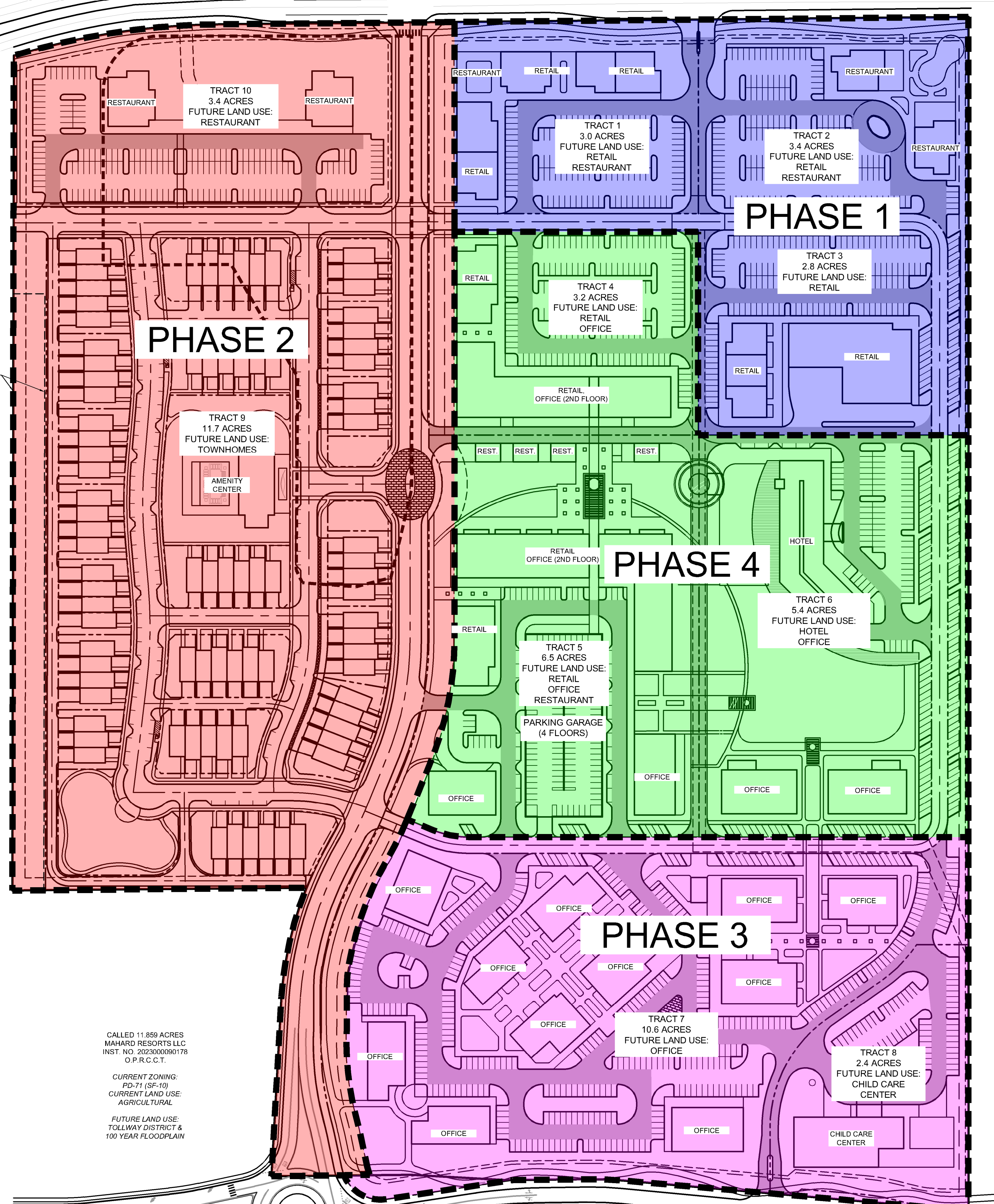
EXHIBIT D STREET SECTION EXHIBIT

BELLA PROSPER
TOWN OF PROSPER, TEXAS

DATE	06/01/2026
PROJECT NO.	068303300
SHEET NUMBER	5 OF 5

Plotted By: Nicholas, Blake Date: June 01, 2026 07:02:35pm File Path: \\K:\P\1\068303300-Prosper 60-Acres\Drawings\PlanSheets\C-PP Exhibit D-Option1.dwg
This document, together with the concepts and designs presented herein, is intended only for the specific purpose and client for which it was prepared. Reuse of and improper reliance on this document without written authorization and adaptation by Kimley-Horn and Associates, Inc. shall be without liability to Kimley-Horn and Associates, Inc.

Plotted By: Nicholas Blake Date: June 01, 2026 06:43:24am File Path: \\K:\ERL\DRAWING\068303300-Prosper 60-Acre Tract V.CAD_PlanSheets\C=PD_Simplified Phasing Exhibit_Distion_1.dwg
 This document, together with the concepts and designs presented herein, is an instrument of service, is intended only for the specific purpose and client for which it was prepared. Reuse of and improper reliance on this document without written authorization and adaptation by Kimley-Horn and Associates, Inc. shall be without liability to Kimley-Horn and Associates, Inc.



REMAINDER OF
 CALLED 188.635 ACRES
 M.A.H.G. PARTNERSHIP
 INST. NO. 20200601000545080
 O.P.R.C.C.T.
 CURRENT ZONING:
 PD-41
 CURRENT LAND USE:
 AGRICULTURAL
 FUTURE LAND USE:
 TOLLWAY DISTRICT &
 100 YEAR FLOODPLAIN

CALLED 78.483 ACRES
 LEGACY & FIRST LP
 INST. NO. 20200618000919920
 O.P.R.C.C.T.
 CURRENT ZONING:
 C
 CURRENT LAND USE:
 AGRICULTURAL
 FUTURE LAND USE:
 TOLLWAY DISTRICT &
 100 YEAR FLOODPLAIN

CALLED 11.859 ACRES
 MAHARD RESORTS LLC
 INST. NO. 2023000090178
 O.P.R.C.C.T.
 CURRENT ZONING:
 PD-71 (SF-10)
 CURRENT LAND USE:
 AGRICULTURAL
 FUTURE LAND USE:
 TOLLWAY DISTRICT &
 100 YEAR FLOODPLAIN

CALLED 5.101 ACRES
 MAHARD AND LOVERS LLC.
 INST. NO. 2023000090206
 O.P.R.C.C.T.

CALLED 5.053 ACRES
 PRIME AT LOVERS LN LP.
 INST. NO. 2023000090218
 O.P.R.C.C.T.

DPW PROSPER LAND INVESTORS LLC.
 INST. NO. 2023000090225
 O.P.R.C.C.T.

SITE DATA SUMMARY TABLE						
PHASE 1						
TRACT	ACREAGE	LAND USES	TOTAL BUILDING SQUARE FOOTAGE	REQ. PARKING	PROVIDED PARKING	
TRACT 1**	3.0 ACRES	RETAIL RESTAURANT	13,500 SF 9,400 SF	1 SPACE / 250 SF 1 SPACE / 75 SF	54 SPACES 126 SPACES	24 SPACES 100 SPACES
TRACT 2**	3.4 ACRES	RESTAURANT	9,200 SF	1 SPACE / 75 SF	123 SPACES	149 SPACES
TRACT 3**	2.8 ACRES	RETAIL	28,850 SF	1 SPACE / 250 SF	116 SPACES	178 SPACES
STREET E-E RIGHT-OF-WAY DEDICATION	1.6 ACRES					
PHASE 1 TOTAL ACREAGE	10.8 ACRES					
PHASE 2						
TRACT 9	9.6 ACRES	TOWNHOMES	86 UNITS			172 GARAGE SPACES 73 ONSTREET SPACES
TRACT 10	3.4 ACRES	RESTAURANT	9,000 SF	1 SPACE / 75 SF	120 SPACES	165 SPACES
TOWN HOME STREET DEDICATION	5.5 ACRES					
MAHARD PARKWAY RIGHT-OF-WAY DEDICATION	2.7 ACRES					
PHASE 2 TOTAL ACREAGE	21.2 ACRES					
PHASE 3						
TRACT 7***	10.6 ACRES	OFFICE	81,610 SF	1 SPACE / 300 SF	273 SPACES	369 SPACES
TRACT 8	2.4 ACRES	CHILD CARE CENTER	12,800 SF	1 SPACE / 10 STUDENT 1 SPACE/TEACHER	43 SPACES	60 SPACES
PHASE 3 TOTAL ACREAGE	13.0 ACRES					
PHASE 4						
TRACT 4***	3.2 ACRES	RETAIL, RESTAURANT, OFFICE	24,345 SF 7,500 SF 24,345 SF	1 SPACE / 250 SF 1 SPACE / 75 SF 1 SPACE / 300 SF	98 SPACES 100 SPACES 82 SPACES	81 SPACES 80 SPACES 0 SPACES
TRACT 5***	6.5 ACRES	RETAIL, RESTAURANT, OFFICE	39,811 SF 47,665 SF 4,800 SF	1 SPACE / 250 SF 1 SPACE / 300 SF 1 SPACE / 75 SF	160 SPACES 159 SPACES 64 SPACES	48 SPACES 0 SPACES 0 SPACES
TRACT 6***	5.4 ACRES	HOTEL OFFICE	139 ROOMS 34,300 SF	1 SPACE / ROOM 1 SPACE / 300 SF	139 SPACES 115 SPACES	129 SPACES 63 SPACES
PHASE 4 TOTAL ACREAGE	15.1 ACRES					
TOTAL ACREAGE	60.1 ACRES					

NOTES:
 * THE THOROUGHFARE ALIGNMENTS SHOWN ON THIS EXHIBIT ARE FOR ILLUSTRATION PURPOSES AND DOES NOT SET THE ALIGNMENT. THE ALIGNMENT IS DETERMINED AT THE TIME OF FINAL PLAT.

** A SHARED PARKING AGREEMENT WILL BE REQUIRED BETWEEN TRACT 1, 2, AND 3 AT TIME OF SITE PLAN PHASE.

*** A SHARED PARKING AGREEMENT WILL BE REQUIRED BETWEEN TRACT 4, 5, 6, AND 7 AT TIME OF SITE PLAN PHASE.

Kimley»Horn

OWNER
 PTP RETAIL HOLDINGS LLC
 8105 RASOR BLVD., SUITE 299
 PLANO, TEXAS 75024
 PHONE (469) 982-4300
 CONTACT: NASEEM SHAIK

OWNER
 PROSPER TOLLWAY PALAZZOS LLC
 8105 RASOR BLVD., SUITE 299
 PLANO, TEXAS 75024
 PHONE (469) 982-4300
 CONTACT: NASEEM SHAIK

APPLICANT
 DAAKE LAW
 322 W. WALNUT STREET, SUITE 210
 CELINA, TX 75009
 PHONE (469) 989-7285
 CONTACT: ALEXA KNIGHT

ARCHITECT
 GFF ARCHITECTS
 300 NOWITZKI WAY, SUITE 400
 DALLAS, TX 75219
 PHONE (214) 303-1500
 FAX (214) 303-1512
 CONTACT: BRIAN MOORE

ENGINEER / SURVEYOR
 KIMLEY-HORN AND ASSOCIATES, INC.
 6160 WARREN PARKWAY, SUITE 210
 FRISCO, TX 75034
 PHONE (972) 335-3580
 FAX (972) 335-3779
 CONTACT: DAVID UPTON, P.E.

CONCEPT PLAN
ZONE-24-0025

61.743 ACRES
 COLLIN COUNTY SCHOOL LAND SURVEY
 TOWN OF PROSPER, COLLIN COUNTY, TEXAS
 PREPARATION DATE: 06/01/2026

Kimley»Horn
 © 2025 KIMLEY-HORN AND ASSOCIATES, INC.
 6160 WARREN PARKWAY, SUITE 210, FRISCO, TX 75034
 PHONE: 972-335-3580
 WWW.KIMLEY-HORN.COM
 TEXAS REGISTERED ENGINEERING FIRM F-928

BELLA PROSPER
 TOWN OF PROSPER, TEXAS
 PHASING PLAN EXHIBIT

BELLA PROSPER
 TOWN OF PROSPER, TEXAS

No.	REVISIONS	DATE

SCALE AS SHOWN
 DESIGNED BY DCU
 DRAWN BY DCU
 CHECKED BY CAK

DATE: 06/01/2026
 PROJECT NO. 068303300
 SHEET NUMBER 1 OF 1

EXHIBIT E DEVELOPMENT SCHEDULE

Below is the anticipated project schedule for the proposed Bella Prosper development in accordance with the Town's submittal checklist. This schedule is conceptual and subject to change based on permitting, entitlements, and market conditions.

Zoning approved – May 2026
Civil design (first phase) – 2026
Civil construction - 2027
Building design- 2027
Building construction (full build out) - 2028-2035

Zone-24-0025 | Exhibit F: Elevations



Item 12.





Item 12.





Item 12.





Item 12.



Page 120



Item 12.





Item 12.





Item 12.



Page 123



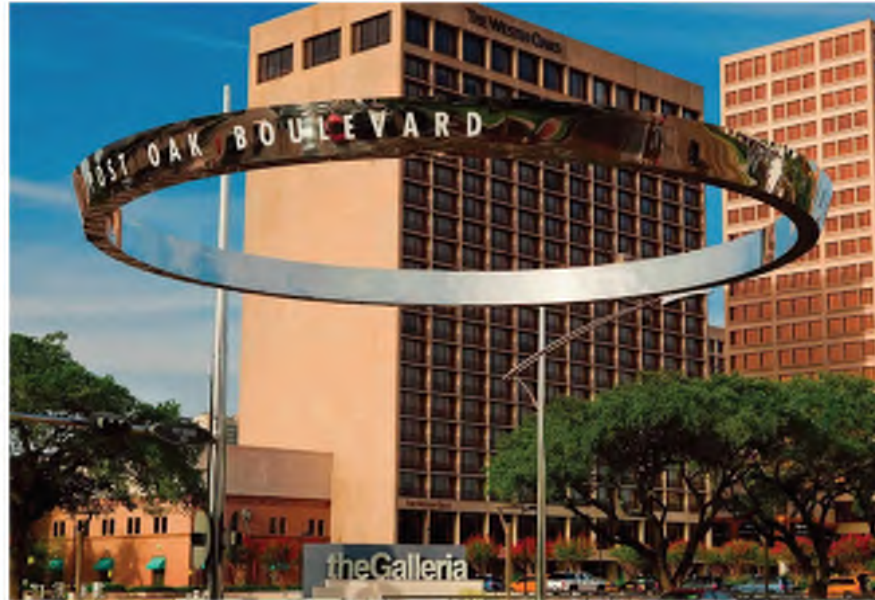


Item 12.









Thank You



PLANNING

To: Mayor and Town Council

From: David Hoover, AICP, Director of Development Services

**Through: Mario Canizares, Town Manager
Chuck Ewings, Assistant Town Manager**

Re: Development Agreement for Bella Prosper

Town Council Meeting – June 23, 2026

Strategic Visioning Priority: Ensure the Town's Commercial Corridors are Ready for Development

Agenda Item:

Consider and act upon authorizing the Town Manager to execute a Development Agreement between Prosper Tollway Palazzos LLC and PTP Retail Holdings LLC and the Town of Prosper relative to Bella Prosper. (DEVAGRE-26-0005)

Description of Agenda Item:

On June 9, 2026, the Town Council unanimously approved the proposed rezoning request by a vote of 6-0. A Development Agreement has been prepared accordingly.

Budget Impact:

There is no budgetary impact affiliated with this item.

Legal Obligations and Review:

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

Attached Documents:

1. Development Agreement

Town Staff Recommendation:

Town Staff recommend the Town Council authorize the Town Manager to execute a Development Agreement between Prosper Tollway Palazzos LLC and PTP Retail Holdings LLC and the Town of Prosper relative to Bella Prosper.

Proposed Motion:

I move to authorize/not authorize the Town Manager to execute a Development Agreement between Prosper Tollway Palazzos LLC and PTP Retail Holdings LLC and the Town of Prosper relative to Bella Prosper.

BELLA PROSPER DEVELOPMENT AGREEMENT

THIS BELLA PROSPER DEVELOPMENT AGREEMENT (“Agreement”) is entered into by and between the Town of Prosper, Texas (“Town”), and Prosper Tollway Palazzos, LLC and PTP Retail Holdings, LLC (“Developer”), individually, a “Party” and collectively, the “Parties,” to be effective (the “Effective Date”) on the latest date executed by a Party.

WHEREAS, the Town is a home-rule municipal corporation, located in Collin County and Denton County, Texas, organized and existing under the laws of the State of Texas; and

WHEREAS, Developer is developing a project in the Town known as Bella Prosper (“Property”), a legal description of which Property is attached hereto as Exhibit A and incorporated by reference; and

WHEREAS, the Property was rezoned by the Town Council on or about _____, 2026, and this Agreement seeks to incorporate, in part, the negotiated and agreed upon development standards contained in the underlying zoning ordinance, as may be amended, and/or this Development Agreement, to recognize Developer’s reasonable investment-backed expectations in said development, as may be amended, and 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 Parties to this Agreement agree as follows:

1. Development Standards. For any structure built on the Property following the Effective Date, it shall comply with the requirements contained in Exhibit B, “Building Materials,” attached hereto and incorporated herein. The Parties agree and acknowledge that the provisions of this Paragraph shall apply to any structure constructed subsequent to the execution of this Agreement. Nothing in this Agreement shall be deemed to modify or otherwise amend any zoning regulation duly adopted by the Town, previously or in the future.

2. Covenant Running with the Land. The terms, conditions, rights, obligations, benefits, covenants and restrictions of the provisions of this Agreement shall be deemed covenants running with the land, and shall be binding upon and inure to the benefit of the Developer and its heirs, representatives, successors and assigns. This Agreement shall be deemed to be incorporated into each deed and conveyance of the Property or any portion thereof hereafter made by any other Developers of the Property, regardless of whether this Agreement is expressly referenced therein.

3. Maintenance of Landscape Areas.

A. Developer agrees to maintain all Landscape Areas (including all vegetation) on the Property, as referenced and/or depicted in the applicable zoning ordinance, as amended, free of weeds, tall grass, rubbish, brush and other objectionable, unsightly or unsanitary matter, as defined in Article 6.03 of Chapter 6 of the Town's Code of Ordinances, as amended. Further, Developer agrees that landscape maintenance obligations referenced herein include mulching of Landscape Areas, prompt replacement of dead or dying vegetation with new vegetation, mowing of Landscape Areas, where required, and other routine and regular maintenance of plants and other vegetation.

B. In the event that any Landscape Area or plants or vegetation is/are not properly maintained in accordance with this Agreement, the Town may give written notice to Developer of such failure to maintain and Developer shall promptly address such failure, taking into account the type(s) and species of such plants and vegetation and applicable planting cycles of same. After such notice, and Developer's failure to address same, Developer agrees and acknowledges that the Town shall have the right to go onto Developer's property and replace, replant or otherwise address such failure to maintain any Landscape Area or plants or vegetation, with an invoice of costs incurred by the Town being promptly provided by the Town to Developer. In the event Developer does not pay such invoice within thirty (30) days of receipt by Developer, the Town may file a lien on the Property for the costs it incurred for the work done, including a reasonable administrative fee. Any failure to maintain any Landscape Area, plants or vegetation shall not be considered a default in accordance with Paragraph 7 of this Agreement, and any obligations referenced in said Paragraph shall not be applicable to this Paragraph 2.

C. Notwithstanding any provision in this Paragraph to the contrary, the Town specifically reserves the right to take enforcement action and/or file a complaint against Developer in the Town's municipal court (or other appropriate forum) relative to weeds, tall grass, rubbish, brush and other objectionable, unsightly or unsanitary matter on the Property, in accordance with Article 6.03 of Chapter 6 of the Town's Code of Ordinances, as amended.

4. Periodic Review of the Property's Zoning by the Town Council. The Town Council reserves the right to periodically review the progress and/or scope of development of the Property pursuant to the terms of any zoning regulations applicable to the Property, and in the event any amendment(s) or revision(s) to said zoning regulations are deemed reasonably appropriate and have the written approval of the Developer, the Town may provide appropriate notices for Town consideration of same, pursuant to the provisions of Chapter 211 of the Texas Local Government Code, as amended, and the Town's Zoning Ordinance, as amended.

5. Certain Business Establishments Prohibited. Developer agrees and acknowledges that it will not lease, sell or otherwise permit or authorize on the Property any of the following business establishments: (1) credit access businesses, as defined in Texas Finance Code § 393.601, as amended, including but not limited to payday lending businesses, “cash for title” lenders, and credit services businesses, as defined in Texas Finance Code § 393.001, as amended); (2) body art facilities; (3) smoke or vape shops; (4) any business entity that sells drug paraphernalia; (5) any business establishment offering gaming or slot machines; (6) sex shops, including but not limited to business entities whose primary purpose is the sale of lewd merchandise; (7) pawn shops; and (8) business entities which primarily utilize outdoor storage or displays. Additionally, Developer agrees and acknowledges that it will not lease, sell or otherwise permit or authorize on the Property a package liquor store, which for purposes of this Agreement is defined as any business entity that is required to obtain a Package Store Permit (P) from the Texas Alcoholic Beverage Commission for the off-premises consumption of alcohol.

6. Applicability of Town Ordinances. Developer shall develop the Property, and construct all structures on the Property, in accordance with all applicable Town ordinances and building/construction codes.

7. Default. No Party shall be in default under this Agreement until notice of the alleged failure of such Party to perform has been given (which notice shall set forth in reasonable detail the nature of the alleged failure) and until such Party has been given a reasonable time to cure the alleged failure (such reasonable time determined based on the nature of the alleged failure, but in no event less than thirty (30) days after written notice of the alleged failure has been given). In addition, no Party shall be in default under this Agreement if, within the applicable cure period, the Party to whom the notice was given begins performance and thereafter diligently and continuously pursues performance until the alleged failure has been cured. If either Party is in default under this Agreement, the other Party shall have the right to enforce the Agreement in accordance with applicable law, provided, however, in no event shall any Party be liable for consequential or punitive damages

8. Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Collin County, Texas. Exclusive venue for any action arising under this Agreement shall lie in Collin County, Texas.

9. Notice. Any notices required or permitted to be given hereunder (each, a “Notice”) shall be given by certified or registered mail, return receipt requested, to the addresses set forth below or to such other single address as either party hereto shall notify the other:

If to the Town: The Town of Prosper
 250 W. First Street
 Prosper, Texas 75078
 Attention: Town Manager

If to Developer: Prosper Tollway Palazzos LLC & PTP Retail Holdings LLC
 Naseem Shaik
 1043 Elk Mound Drive
 Frisco, TX 75033

10. 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).

11. Entire Agreement. This Agreement contains the entire agreement between the Parties hereto with respect to development of the Property 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.

12. Savings/Severability. 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.

13. Binding Agreement. A telecopied facsimile of a duly executed counterpart of this Agreement shall be sufficient to evidence the binding agreement of each party to the terms herein, including without limitation a scanned copy sent via electronic mail by either Party.

14. Authority to Execute. This Agreement shall become a binding obligation on the Parties upon execution by all Parties 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. Developer warrants and represents that the individual executing this Agreement on behalf of Developer has full authority to execute this Agreement and bind Developer to the same. The Town Council hereby authorizes the Town Manager of the Town to execute this Agreement on behalf of the Town.

15. Filing in Deed Records. This Agreement, and any and all subsequent amendments to this Agreement, shall be filed in the deed records of Collin County, Texas.

16. 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 nonbinding mediation.

17. Notification of Sale or Transfer; Assignment of Agreement. Developer shall notify the Town in writing of any sale or transfer of all or any portion of the Property, within ten (10) business days of such sale or transfer. Developer has the right (from time to time without the consent of the Town, but upon written notice to the Town) to assign this Agreement, in whole or in part, and including any obligation, right, title, or interest of Developer under this Agreement, to any person or entity (an "Assignee") that is or will become a Developer of any portion of the Property or that is an entity that is controlled by or under common control with Developer. Each assignment shall be in writing executed by Developer and the Assignee and shall obligate the Assignee to be bound by this Agreement. A copy of each assignment shall be provided to the Town within ten (10) business days after execution. Provided that the successor Developer assumes the liabilities, responsibilities, and obligations of the assignor under this Agreement, the assigning party will be released from any rights and obligations under this Agreement as to the Property that is the subject of such assignment, effective upon receipt of the assignment by the Town. No assignment by Developer shall release Developer from any liability that resulted from an act or omission by Developer that occurred prior to the effective date of the assignment. Developer shall maintain true and correct copies of all assignments made by Developer to Assignees, including a copy of each executed assignment and the Assignee's Notice information.

18. Sovereign Immunity. The Parties agree that the Town has not waived its sovereign immunity from suit by entering into and performing its obligations under this Agreement.

19. 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.

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

21. **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.

22. **Amendment.** This Agreement shall not be modified or amended except in writing signed by the Parties. A copy of each amendment to this Agreement, when fully executed and recorded, shall be provided to each Party, Assignee and successor Developer of all or any part of the Property; however, the failure to provide such copies shall not affect the validity of any amendment.

23. **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.

24. **Waiver of Texas Government Code § 3000.001 et seq.** With respect to any and all Structures to be constructed on the Property pursuant to this Agreement, Developer hereby waives any right, requirement or enforcement of Texas Government Code §§ 3000.001-3000.005, as amended.

25. **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.

26. **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.

27. **Exactions/Infrastructure Costs.** Developer has been represented by legal counsel in the negotiation of this Agreement and been advised or has had the opportunity to have legal counsel review this Agreement and advise Developer, regarding Developer's rights under Texas and federal law. Developer hereby waives any requirement that the Town retain a professional engineer, licensed pursuant to Chapter 1001 of the Texas Occupations Code, to review and determine that the

exactions required by the Town are roughly proportional or roughly proportionate to the proposed development's anticipated impact. Developer specifically reserves its right to appeal the apportionment of municipal infrastructure costs in accordance with § 212.904 of the Texas Local Government Code; however, notwithstanding the foregoing, Developer hereby releases the Town from any and all liability under § 212.904 of the Texas Local Government Code, as amended, regarding or related to the cost of those municipal infrastructure requirements imposed by this Agreement.

(REMAINDER OF PAGE INTENTIONALLY LEFT BLANK)

IN WITNESS WHEREOF, the parties hereto have caused this document to be executed as of the date referenced herein.

TOWN:

THE TOWN OF PROSPER, TEXAS

By: _____
Name: Mario Canizares
Title: Town Manager, Town of Prosper

STATE OF TEXAS)
)
COUNTY OF COLLIN)

This instrument was acknowledged before me on the ____ day of _____, 2026, by Mario Canizares, Town Manager of the Town of Prosper, Texas, on behalf of the Town of Prosper, Texas.

Notary Public, State of Texas
My Commission Expires:

DEVELOPER:

**PROSPER TOLLWAY PALAZZOS, LLC
PTP RETAIL HOLDINGS, LLC**

By: _____

Name: Naseem Shaik

Title: _____

STATE OF TEXAS)

)

COUNTY OF COLLIN)

This instrument was acknowledged before me on the ___ day of _____, 2026, by Naseem Shaik on behalf of Prosper Tollway Palazzos, LLC and PTP Retail Holdings, LLC, known to be the person whose name is subscribed to the foregoing instrument, and that he executed the same on behalf of and as the act of Developer.

Notary Public, State of Texas
My Commission Expires:

EXHIBIT A
(Property Description & Depiction)

ZONE 24-0025

EXHIBIT A-1: WRITTEN METES AND BOUNDS

BEING a tract of land situated in the Collin County School Land Survey, Abstract No. 147, Town of Prosper, Collin County, Texas, and being all of a called 48.090 acre tract of land described in a Special Warranty Deed with Vendor's Lien to Prosper Prairie LLC, as recorded in Instrument No. 2023000090239 of the Official Public Records of Collin County, Texas, being all of a called 6.217 acre tract of land described as Tract 1 and all of a called 5.875 acre tract of land described as Tract 2 in a Special Warranty Deed with Vendor's Lien to PTP Retail Holdings LLC, as recorded in Instrument No. 2023000113173 of the Official Public Records of Collin County, Texas, and being a portion of a called 1.686-acre tract of land described in a Right of Way Deed to Town of Prosper, Texas, recorded in Instrument No. 20220209000224300, said Official Public Records, same being a portion of First Street (Country Road No. 3), a variable width right of way, and being more particularly described as follows:

BEGINNING at a 1/2 inch iron rod found for the southwest corner of said 48.090 acre tract, common to the northwest corner of a called 11.859 acre tract of land as described in a deed to Mahard Resorts LLC, as recorded in Instrument No. 2023000090178 of the Official Public Records of Collin County, Texas, same being on the easterly line of a called 78.483 acre tract of land as described in a Special Warranty Deed with Vendor's Lien to Legacy and First LP, as recorded in Instrument No. 20200618000919920 of the Official Public Records of Collin County, Texas;

THENCE North 00°05'43" East, along the westerly line of said 50.02 acre tract and the easterly line of said 78.483 acre tract, passing at a distance of 1331.33 feet the southwest corner of said 1.686 acre tract on the southerly right of way line of said First Street, and continuing along the same course, along the westerly line of said 1.686 acre tract and crossing said First Street, for a total distance of 1378.32 feet to a point for corner in the centerline of said First Street, and at the beginning of a non-tangent curve to the right with a radius of 1,190.00 feet, a central angle of 15°11'21", and a chord bearing and distance of North 81°17'10" East, 314.55 feet, from which, a 1/2 iron rod with busted plastic cap found for the northwest corner of said 1.686 acre tract bears North 00°05'43" East, 44.60 feet;

THENCE in an easterly direction departing the westerly line of 1.686 acre tract, along the centerline of said First Street and crossing said 1.686 acre tract, with said non-tangent curve to the right, an arc distance of 315.47 feet to a point for corner on the northerly line of said 1.686 acre tract and the southerly line of a called 1.325 acre tract of land described in a Right of Way Deed to Town of Prosper, Texas, as recorded in Instrument No. 20211228002596420 of the Official Public Records of Collin County, Texas;

THENCE North 89°26'15" East, along the northerly line of said 1.686 acre tract and the southerly line of said 1.325 acre tract, and continuing along the centerline of said First Street, a distance of 1210.98 feet to 1/2 inch iron rod found for the northeast corner of said 1.686 acre tract, common to the southeast corner of said 1.325 acre tract, the southwest corner of a called 1.377 acre tract of land described in a Right of Way Deed to Town of Prosper, Texas, as recorded in Instrument No. 20211228002596590 of the Official Public Records of Collin County,

Texas, and the northwest corner of a called 1.377 acre tract of land described in a Right of Way Deed to Town of Prosper, Texas, as recorded in Instrument No. 20211015002111910 of the Official Public Records of Collin County, Texas;

THENCE South 00°00'23" East, departing the centerline of said First Street, along the easterly line of said 1.686 acre tract, the easterly line of said 48.090 acre tract, the easterly line of said Tract 2, the westerly line of said 1.377 acre tract and the westerly line of a called 188.635 acre tract of land described in a Trustee's Deed and Bill of Sale to M.A.H.G. Partnership, as recorded in Instrument No. 20100601000545080 of the Official Public Records of Collin County, Texas, a distance of 1943.66 feet to the southeast corner of said Tract 2, from which, a 1/2 inch iron rod with plastic cap stamped "RPLS 6677" found for witness bears South 77°06' East, a distance of 0.24 feet;

THENCE South 89°22'36" West, departing the westerly line of said 188.635 acre tract and along the southerly line of said Tract 2, a distance of 19.32 feet to a point at the beginning of a tangent curve to the right with a radius of 505.00 feet, a central angle of 05°32'47", and a chord bearing and distance of North 87°51'01" West, 48.87 feet;

THENCE in a westerly direction continuing along the southerly line of said Tract 2, with said tangent curve to the right, an arc distance of 48.89 feet to a point for corner;

THENCE North 85°04'37" West, continuing along the southerly line of said Tract 2 and along the southerly line of said Tract 1, a distance of 484.73 feet to a point at the beginning of a tangent curve to the left with a radius of 595.00 feet, a central angle of 05°32'47", and a chord bearing and distance of North 87°51'01" West, 57.58 feet;

THENCE in a westerly direction continuing along the southerly line of said Tract 1, with said tangent curve to the left, an arc distance of 57.60 feet to a point for corner;

THENCE South 89°22'36" West, continuing along the southerly line of said Tract 1, a distance of 130.29 feet to a point for corner;

THENCE North 86°48'19" West, continuing along the southerly line of said Tract 1, a distance of 150.32 feet to a point for corner;

THENCE South 89°22'35" West, continuing along the southerly line of said Tract 1, a distance of 222.35 feet to a point for the southwest corner of said Tract 1, being on the easterly line of a called 11.859 acre tract of land described in a deed to Mahard Resorts LLC, as recorded in Instrument No. 2023000090178 of the Official Public Records of Collin County, Texas;

THENCE North 03°10'52" East, along the westerly line of said Tract 1 and the easterly line of said 11.859 acre tract, a distance of 287.00 feet to a point at the beginning of a non-tangent curve to the right with a radius of 580.00 feet, a central angle of 17°41'25", and a chord bearing and distance of North 12°54'09" East, 178.37 feet;

THENCE in a northerly direction continuing along the westerly line of said Tract 1 and the easterly line of said 11.859 acre tract, with said non-tangent curve to the right, an arc distance

EXHIBIT B
(Building Design and Materials)

Building Design Standards.

- i. The Building Design Standards and Guidelines for the Bella Prosper District shall establish a coherent urban character and encourage enduring and attractive development, ensuring the preservation, sustainability, and visual quality of this unique environment. Buildings shall be located and designed so that they provide visual interest and create enjoyable, human-scale spaces. The key design principles are:
 1. The conceptual elevations are intended to evoke a general look and feel of the architecture. Changes to materials and architectural elements are permitted so long as the building elevations adhere to the regulations outlined in the Design Guidelines of this Exhibit B.
 2. New buildings should utilize building elements and details to achieve a pedestrian-oriented public realm.
 3. Building facades should include appropriate architectural details and ornamentation to create variety and interest.
 4. Open space(s) should be incorporated to provide usable public areas integral to the urban environment.

- ii. Office Design Standards.
 1. The ground floor condition for office shall have a minimum of 12 feet ceiling and 14-foot floor to floor.
 2. Decorative or enhanced concrete tilt wall shall be a permitted material for up to twenty five percent (25%) of any façade; however, it shall not be permitted on primary façades facing hotel frontage, open space, park space, or streets.
 3. Buildings shall incorporate architectural detailing, façade articulation, and material changes (masonry).

- iii. Design of Parking Structures.
 1. Above-grade parking structure facades along all rights-of-way shall be designed with both vertical (façade rhythm of 20 feet to 30 feet) and horizontal (aligning with horizontal elements along the block) articulation.
 2. Where above-grade structured parking is located at the perimeter of a building with frontage along any right-of-way, openings in their facades shall not exceed 55% of the façade area. The portion of the parking garage that is visible from the street shall have an architecturally

finished façade compatible with the surrounding buildings. Screening may be achieved through the use of louvered, solid or opaque vertical screening elements. Permitted materials shall be metal, glass, pre-cast concrete, masonry or concrete block.

3. When parking structures are located at corners, corner architectural elements shall be incorporated such as corner entrance, signage, glazing and vertical elements that accentuate the parking structure's vertical circulation.
4. Entries and exits to and from parking structures shall be clearly marked for both vehicles and pedestrians by materials, lighting, signage, etc., to ensure pedestrian safety on sidewalks.
5. Parking structure ramps shall not be directly fronting any right-of-way.
6. Parking Structure Height: No parking structure shall be taller than the primary building it serves.

iv. Roof Form.

1. Buildings shall have simple, flat fronts with minimal articulations with flat or low-pitched roofs (2.5:12 or lower) with parapets. Corner hip roof elements and gable accents at the parapet may be permitted. Projecting mansard roofs shall not be permitted.

v. Façade Composition.

1. Storefronts on facades that span multiple tenants shall use architecturally compatible materials, colors, details, awnings, signage, and lighting fixtures.
2. Building entrances shall be defined and articulated by architectural elements such as lintels, pediments, pilasters, columns, porticos, porches, overhangs, railings, balustrades, and others as appropriate. All building elements should be compatible with the architectural style, materials, colors, and details of the building as a whole. Entrances to upper-level uses may be defined and integrated into the design of the overall building facade.
3. Buildings shall generally maintain the alignment of horizontal elements along the block.
4. Corner emphasizing architectural features, pedimented parapets, cornices, awnings, blade signs, arcades, colonnades and balconies may be used along commercial storefronts to add pedestrian interest.
5. Buildings which are located on axis with a terminating street or at the intersection of streets shall be considered as feature buildings. Such buildings shall be designed with features which take advantage of that location, such as an accentuated entry and a unique building articulation which is offset from the front wall planes and goes above the main building eave or parapet line.

vi. Windows and Doors.

1. Windows and doors on right-of-way fronting facades (except alleys) shall be designed to be proportional and appropriate to the architectural style of the building. First floor windows shall NOT be opaque, tinted or mirrored glass.
2. All ground floor front facades of buildings along rights-of-way or open space shall have transparent storefront windows covering no less than 30% of the façade area.
3. Upper floors along rights-of-way shall feature at least 20% transparent windows in each façade. Single tenant retail that are greater than 20,000 sf shall have no less than 20% along their primary front facade.
4. Windows and doors may require fire ratings depending upon separation per IBC/IFC.

vii. Building Entries.

1. Main building entries shall be highlighted using such techniques as building articulation and/or entry canopies so they are obvious to pedestrians and motorists.
2. Each building and separate lease space at-grade along the street edge shall have a functioning primary entry from the sidewalk. Corner entries may count as a primary entry for both intersecting street fronts.

viii. Awnings, Canopies, Arcades & Overhangs.

1. Structural awnings are encouraged at the ground level to enhance articulation of the building volumes.
2. The material of awnings and canopies shall be architectural materials that complement the building.
3. Awnings shall not be internally illuminated.
4. Canopies should not exceed one hundred (100) linear feet without a break of at least five (5) feet.
5. Canopies and awnings shall respect the placement of street trees and lighting.

ix. Building Articulation.

1. That portion of the building where retail or service uses take place on the first floor shall be accentuated by including awnings or canopies, different building materials, or architectural building features.
2. Building facades fronting both streets and driveways should have massing changes and architectural articulation to provide visual interest and texture and reduce large areas of undifferentiated building facades.

Design articulation should employ changes in volume and plane. Architectural elements and moldings that break up the mass of the building are encouraged.

x. Building Materials.

1. Brick, natural and manufactured stone, and curtain wall and window wall glazing shall be considered primary materials. Primary materials shall comprise at least 80% of each elevation, excluding doors and windows. Non-primary, or secondary materials, may include cementitious panel system, resin-impregnated wood panel system, clapboard siding and metal panel systems.
2. Only primary building materials are allowed on the first floor, except for metal panel systems. For purposes of this section, the first floor shall be at least fourteen (14) feet high and, at a minimum 90% shall be constructed of masonry cladding.
3. All buildings shall be architecturally finished on all sides with articulation, detailing and features.
4. Roofing materials visible from any street shall be copper, factory finished standing seam metal, slate, synthetic slate, or similar materials.

xi. Projections into Setbacks and/or Rights-of-Way.

1. The following projections shall be permitted into a Fire, Access, Utility, and Drainage Easement as allowed below, provided that:
 - i No projection shall be permitted into a building setback.
 - ii Such projections do not extend over public rights-of-way.
 - iii The property owner has assumed liability related to such projections.
 - iv The property owner shall maintain such projection in a safe and non-injurious manner.
 - v No projections allowed over franchise utility corridors unless the projection is thirteen and one half (13.5) feet above finished grade.
 - vi No projections allowed over public utility where located within a fire lane or public utility easement.
2. Ordinary building projections, including, but not limited to water tables, sills, belt courses, pilasters, and cornices may project up to twenty-four (24) inches beyond a building face or architectural projection into the setback, but not the Fire, Access, Utility, and Drainage Easement.
3. Business signs and roof eaves may project up to ten (10) feet beyond the building face or architectural projection into the setback, but not the Fire, Access, Utility, and Drainage Easement.

4. Architectural projections, including balconies, bays, towers, and oriels; show windows (1st floor only); below grade vaults and areaways; and elements of a nature similar to those listed; may project up to ten (10) feet beyond the building face into the setback, but not the Fire, Access, Utility, and Drainage Easement.
5. Canopies and/or awnings may project from the building face over the entire setback. Additionally, they may be extended into the Fire, Access, Utility, and Drainage Easement to be within eight (8) inches of the back of curb if used to provide a covered walkway to a building entrance and as long as any canopy/awning support is no closer than twenty-four (24) inches from the back of curb and does not extend over any fire lane or public utility easement.

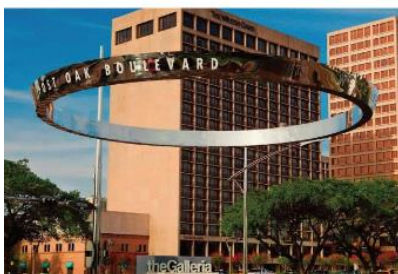














PLANNING

To: Mayor and Town Council

From: David A. Hoover, AICP, Director of Development Services

**Through: Mario Canizares, Town Manager
Chuck Ewings, Assistant Town Manager**

Re: Notice of Appeals

Town Council Meeting – June 23, 2026

Strategic Visioning Priority: Ensure the Town's Commercial Corridors are Ready for Development

Agenda Item:

Consider and act upon whether to direct staff to submit a written notice of appeals 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 and Zoning Commission on Preliminary Site Plans and Site Plans.

Description of Agenda Item:

Attached is the Preliminary Site Plan that was acted on by the Planning and Zoning Commission on June 2, 2026.

Per the Zoning Ordinance, the Town Council can direct staff to submit a written notice of appeal on behalf of the Town Council to the Development Services Department for any Preliminary Site Plans and Site Plans acted on by the Planning and Zoning Commission.

Budget Impact:

There is no budgetary impact affiliated with this item.

Attached Documents:

1. DEVAPP-25-0118 – Prosper Fellowship Church, Block 1, Lots 1-2 (Approved 6-0)
2. PowerPoint Slides

Town Staff Recommendation:

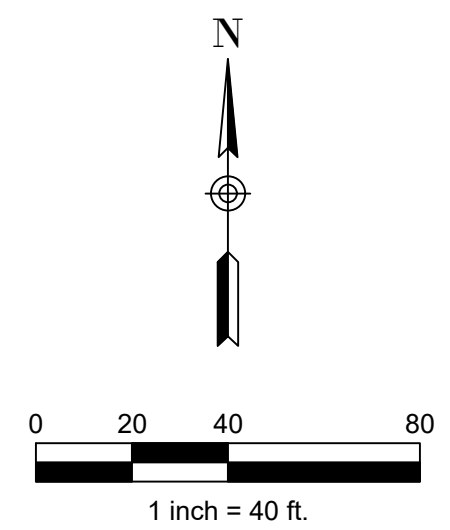
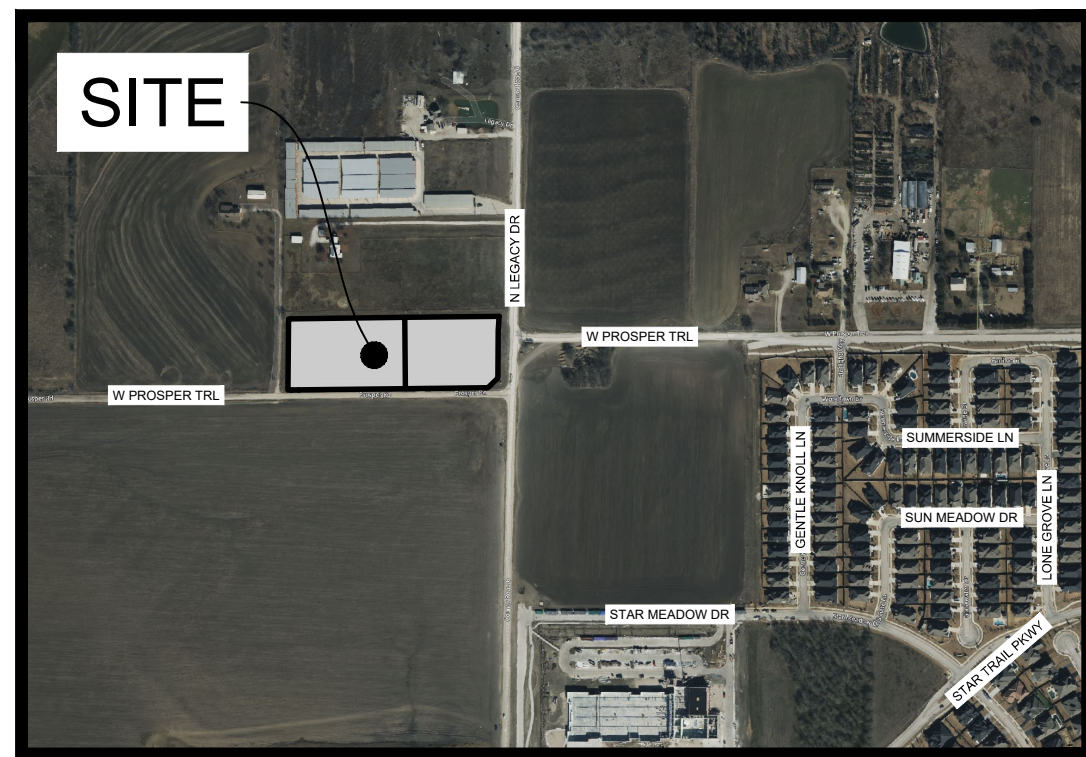
Town Staff recommend the Town Council take no action on this item.

Proposed Motion:

N/A

TOWN OF PROSPER GENERAL NOTES:

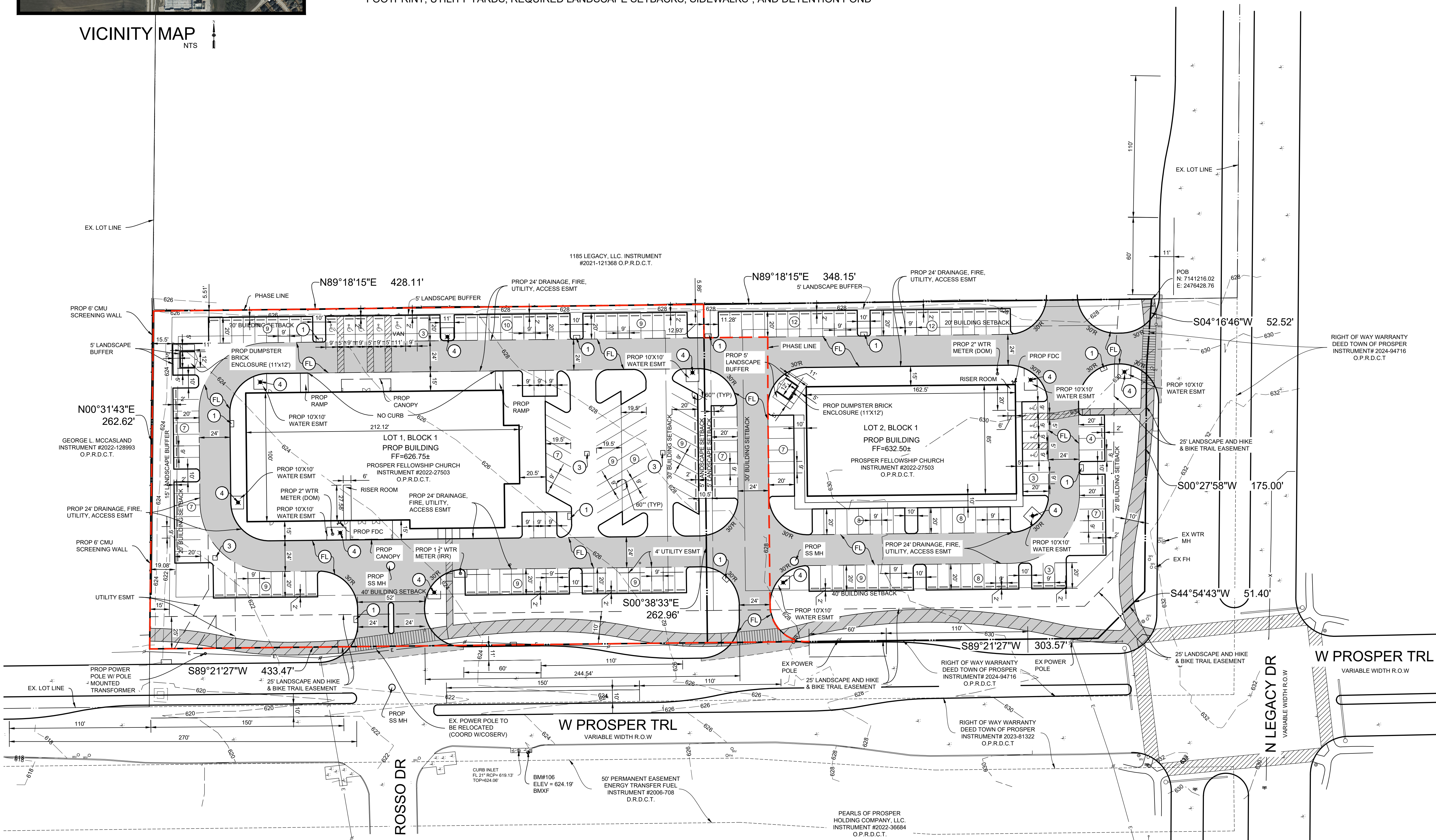
- ALL DEVELOPMENT STANDARDS SHALL FOLLOW TOWN STANDARDS.
- LANDSCAPING SHALL CONFORM TO LANDSCAPE PLANS APPROVED BY THE TOWN OF PROSPER.
- ALL DEVELOPMENT STANDARDS SHALL FOLLOW FIRE REQUIREMENTS PER THE TOWN OF PROSPER.
- HANDICAPPED PARKING AREAS AND BUILDING ACCESSIBILITY SHALL CONFORM TO THE AMERICANS WITH DISABILITIES ACT (ADA) AND WITH THE REQUIREMENTS OF THE CURRENT, ADOPTED BUILDING CODE.
- ALL SIGNAGE IS SUBJECT TO BUILDING OFFICIAL APPROVAL.
- IMPACT FEES WILL BE ASSESSED IN ACCORDANCE WITH THE LAND USE CLASSIFICATION(S) IDENTIFIED ON THE SITE DATA SUMMARY TABLE; HOWEVER, CHANGES TO THE PROPOSED LAND USE AT THE TIME OF CO AND/OR FINISH-OUT PERMIT MAY RESULT IN ADDITIONAL IMPACT FEES AND/OR PARKING REQUIREMENTS.
- THE APPROVAL OF A PRELIMINARY SITE PLAN SHALL BE EFFECTIVE FOR A PERIOD OF TWO (2) YEARS FROM THE DATE THAT THE PRELIMINARY SITE PLAN IS APPROVED BY THE PLANNING & ZONING COMMISSION, AT THE END OF WHICH TIME THE APPLICANT MUST HAVE SUBMITTED AND RECEIVED THE APPROVAL OF A SITE PLAN BY THE PLANNING & ZONING COMMISSION. IF A SITE PLAN IS NOT APPROVED WITHIN SUCH TWO (2) YEAR PERIOD, THE PRELIMINARY SITE PLAN APPROVAL IS NULL AND VOID. IF SITE PLAN APPROVAL IS ONLY FOR A PORTION OF THE PROPERTY, THE APPROVAL OF THE PRELIMINARY SITE PLAN FOR THE REMAINING PROPERTY SHALL BE NULL AND VOID.
- OPEN SPACE REQUIREMENTS SHALL FOLLOW THE ZONING ORDINANCE, PER TRACT. OPEN SPACE SHALL NOT INCLUDE VEHICULAR PAVING, REQUIRED PARKING LOT LANDSCAPE ISLANDS, BUILDING FOOTPRINT, UTILITY YARDS, REQUIRED LANDSCAPE SETBACKS, SIDEWALKS, AND DETENTION POND



VICINITY MAP
NTS

SITE DATA SUMMARY		
ITEM	LOT 1	LOT 2
ZONING	AGRICULTURAL (A)	AGRICULTURAL (A)
PROPOSED USE	CHURCH	CHURCH
LOT AREA (SF / ACRES)	113,065 SF / 2.595AC	89,592 SF / 2.057 AC
BUILDING AREA (SF)	21,060	13,852
BUILDING HEIGHT (FT/STORIES)	29'10" / 2 STORIES	20' / 1 STORY
LOT COVERAGE (%)	18.62%	15.46%
FLOOR AREA RATIO	0.19:1	0.15:1
LOT 1 CHURCH PARKING REQUIRED (MAIN AUDITORIUM= 330SEATS/3=110)	110 SPACES	NA
LOT 2 CHURCH PARKING REQUIRED (MAIN AUDITORIUM= 100SEATS/3=33)	NA	34 SPACES
TOTAL PARKING PROVIDED	112 SPACES	89 SPACES
HANDICAP PARKING REQUIRED	5 SPACES	4 SPACES
HANDICAP PARKING PROVIDED	5 SPACES	4 SPACES
IMPERVIOUS AREA (SF)	82,487	63,194
TOTAL OPEN SPACE AREA REQUIRED (LOT SF * 7%)	7,915	6,271
TOTAL OPEN SPACE AREA PROVIDED	8,442	7,061

LEGEND	
	PROPOSED 24' FIRE LANE, ACCESS, DRAINAGE, AND UTILITY EASEMENT
	PROPOSED 10' HIKE & BIKE TRAIL
	PROPOSED PARKING COUNT
	PROPOSED CURB INLET
	PROPOSED SS CLEAN OUT
	PROPOSED GRATE INLET
	PROPOSED FIRE HYDRANT



CASE NO.	DEVAPP-25-0118
	UDC ENGINEERS 12222 MERIT DR SUITE 425 (469)-387-6907 DALLAS, TX, 75251 WWW.UDCTX.COM TBPE FIRM REG. F-26996

PROGRESS SET FOR REVIEW ONLY
NOT FOR CONSTRUCTION

JULIO I. OLVERA-LOPEZ
LICENSE NO. 153353
05/05/2026

THIS DOCUMENT IS INCOMPLETE AND NOT INTENDED FOR BIDDING, PERMITTING, OR CONSTRUCTION

BENCHMARKS:

BENCHMARK # 105
A SQUARE CUT ON Y-INLET, 830± WEST OF PROSPER RD AND LEGACY DR INTERSECTION, AND 30± NORTH OF PROSPER RD CENTERLINE.
ELEV = 618.27

BENCHMARK # 106
A SQUARE CUT ON STORM INLET, ON THE SOUTH CURB LINE OF PROSPER RD, 550± WEST OF PROSPER RD AND LEGACY DR INTERSECTION.
ELEV = 624.19

PRELIMINARY SITE PLAN					
PROSPER FELLOWSHIP CHURCH					
BLOCK 1, LOTS 1-2					
PRELIMINARY SITE PLAN SUBMISSION					
TOWN OF PROSPER, DENTON COUNTY, TEXAS					
REVIEW	DRAWN	DATE	FILE	NUMBER	SHEET
UDC	UDC	05/05/2026	2510	38	C01.00

U:\Projects\2025\251038 Prosper Fellowship Church - project drawings\01-00 PRELIMINARY SITE PLAN.dwg 5/19/2026 6:13:23 PM, Abdulrah Khan

Prosper Fellowship Church,
Block 1, Lots 1-2
(DEVAPP-25-0118)

Proposal

Purpose:

- Construct two houses of worship totaling 34,912 square feet and associated parking.

Recommendation:

- Town Staff recommends approval of the Preliminary Site Plan.







PLANNING

To: Mayor and Town Council

From: David Hoover, AICP, Director of Development Services

**Through: Mario Canizares, Town Manager
Chuck Ewings, Assistant Town Manager**

Re: Planned Development for Volleys Village

Town Council Meeting – June 23, 2026

Strategic Visioning Priority: Ensure the Town's Commercial Corridors are Ready for Development

Agenda Item:

Conduct a Public Hearing and consider and act upon a request for a rezoning from Agricultural to a Planned Development for Event Center, Hotel, Office, Restaurant, Retail, and Tennis Club uses on Parvin 1385 Addition, Block A, Lot 1, and a portion of Lot 2, on 54.2± acres, located on the south side of Parvin Road and 930± feet east of FM 1385. (ZONE-26-0003)

Description of Agenda Item:

The purpose of this request is to rezone the property from Agricultural to a Planned Development allowing for commercial development. The first phase will be for the tennis facility with the remaining commercial uses following in subsequent phases.

Future Land Use Plan:

The Future Land Use Plan recommends Retail and Neighborhood Services.

Zoning:

The property is zoned Agricultural (A).

Compatibility:

The zoning and land use of the surrounding properties are shown below.

	Zoning	Current Land Use	Future Land Use Plan
Subject Property	Agricultural	Vacant	Retail and Neighborhood Services
North	N/A (City of Celina)	Residential (Single-Family)	N/A (City of Celina)
East	Planned Development-134 (Single-Family)	Vacant	Medium Density Residential
South	Agricultural	Vacant	Retail and Neighborhood Services

West	Retail	Vacant	Retail and Neighborhood Services
------	--------	--------	-------------------------------------

Item 15.

District Regulations:

The district regulations within this Planned Development compared to the regulations in the Commercial District in the Unified Development Code are shown below. The only deviations are a reduced side-yard setback for one-story buildings adjacent to residential, an increase to the maximum height for hotels, and a decrease in the maximum lot coverage.

	Proposed Regulations (Planned Development)	Commercial District (Unified Development Code)
Size of Yards	Front: 30' Side: 0' (Attached, Separate Lots) 15' (Adj. to Commercial) 30' (Adj. to Thoroughfare) 30' (1-Story Adj. to Res.) 60' (2-Story Adj. to Res.) Rear: 0' (Attached, Separate Lots) 15' (Adj. to Commercial) 30' (1-Story Adj. to Res.) 60' (2-Story Adj. to Res.)	Front: 30' Side: 0' (Attached, Separate Lots) 15' (Adj. to Commercial) 30' (Adj. to Thoroughfare) 40' (1-Story Adj. to Res.) 60' (2-Story Adj. to Res.) Rear: 0' (Attached, Separate Lots) 15' (Adj. to Commercial) 40' (1-Story Adj. to Res.) 60' (2-Story Adj. to Res.)
Size of Lots	Area: 10,000 SF Width: 100' Depth: 100'	Area: 10,000 SF Width: 100' Depth: 100'
Maximum Height	Height: 40' (55' for Hotel Only)	Height: 40'
Lot Coverage	Maximum: 40%	Maximum: 50%
Floor Area Ratio	Maximum: 0.5:1	Maximum: 0.5:1

Uses:

The list of permitted uses within this Planned Development is shown below.

- By Right:
 - Administrative, Medical, or Professional Office
 - Alcoholic Beverage Sales
 - Artisan's Workshop
 - Bank, Savings and Loan, or Credit Union
 - Beauty Salon/Barber Shop
 - Building Material and Hardware Sales, Minor
 - Business Service
 - Catering
 - College University, Trade, or Private Boarding School
 - Commercial Amusement, Indoor

- Community Center
 - Convenience Store without Gas Pumps
 - Civic/Convention Center
 - Dry Cleaning, Minor
 - Governmental Office
 - Gymnastics/Dance Studio
 - Health/Fitness Center
 - Hotel, Full Service
 - Massage Therapy, Licensed
 - Meeting/Banquet/Reception Facility
 - Municipal Uses Operated by the Town of Prosper
 - Museum/Art Gallery
 - Print Shop, Minor
 - Private Utility, Other Than Listed
 - Restaurant
 - Restaurant, Drive-In
 - Retail/Service Incidental Use
 - Retail Stores and Shops
 - School, Private or Parochial
 - Stealth Antenna, Commercial
 - Theater, Neighborhood
 - Theater, Regional
- By Specific Use Permit:
 - Child Care Center, Incidental
 - Child Care Center, Licensed
 - Convenience Store with Gas Pumps
 - Mobile Food Vendor
 - Pet Day Care
 - Restaurant, Drive-Through

Building Materials:

The architectural standards within this Planned Development are shown below.

- Building Materials:
 - Masonry Construction (Min. of 80%)
 - Clay Fired Brick
 - Granite
 - Marble
 - Natural and Manufactured Stone
 - Stucco (Three-Step)
 - Non-Masonry Construction (Max. of 20%)
 - Required to start ten feet above the ground level finish floor elevation.

Parking:

The parking standards within this Planned Development allow for shared parking provided that the lots enter into a shared parking agreement, are within 600 feet of one another, and one of the lots has excess spaces in addition to the ones required by its use. Additionally, these standards codify the required parking ratio for sports courts in this development at eight spaces per court as there is no set ratio in the Unified Development Code.

Open Space and Amenities:

A minimum of five percent of open space is required for each commercial lot; however, a minimum of 12 percent of open space is required for the aggregate area of the proposed development. Additionally, amenities from the list below will be provided in these open space areas as shown on Exhibit G.

- Amenities:
 - Art / Sculpture Features
 - Benches and Seating
 - Fitness Equipment, Playground Equipment, and Other Recreational Equipment
 - Game Lawn Areas (Bocce Ball, Cornhole, etc.)
 - Green Space and Open Space
 - Outdoor Event Space / Pavillion
 - Pedestrian-Scale Lighting (Including Festoon Lighting)
 - Performance Venue
 - Shaded Structures
 - Splash Pads
 - Other Amenities as Determined by the Director of Development Services

Screening:

A living screen is proposed in lieu of a masonry screening wall adjacent to the residential subdivision to the east, Prosper Oaks. The homes in Prosper Oaks that back to this property will have board on board wooden fencing. The screen will consist of a continuous row of evergreen shrubs every four feet that are four feet tall at the time of planting and grow to be a minimum of six feet tall at maturity. Town Staff recommend evergreen trees be planted on 30-foot centers to provide a fuller living screen.

Internal Roadway:

Street A, as depicted on the Conceptual Plan, will be constructed through the interior of the development from Parvin Road to FM 1385 to provide access throughout the site and frontage onto a public right-of-way for the interior lots being created.

Thoroughfare Plan:

This property has access to FM 1385 and Parvin Road.

Parks Master Plan:

The Parks Master Plan does not indicate a park is needed on the subject property.

Budget Impact:

There is no budgetary impact affiliated with this item.

Notification:

Notification was provided as required by the Unified Development Code and state law. Town Staff has not received any response to the proposed zoning request to date.

Attached Documents:

1. Aerial Map
2. Zoning Map
3. Future Land Use Exhibit
4. Exhibit A-1 – Written Metes and Bounds
5. Exhibit A-2 – Boundary Exhibit
6. Exhibit B – Letter of Intent
7. Exhibit C – Development Standards
8. Exhibit D – Conceptual Plan

9. Exhibit E – Development Schedule
10. Exhibit E-1 – Phasing Plan
11. Exhibit F – Elevations
12. Exhibit G – Open Space Plan
13. Draft Development Agreement
14. PowerPoint Slides

Town Staff Recommendation:

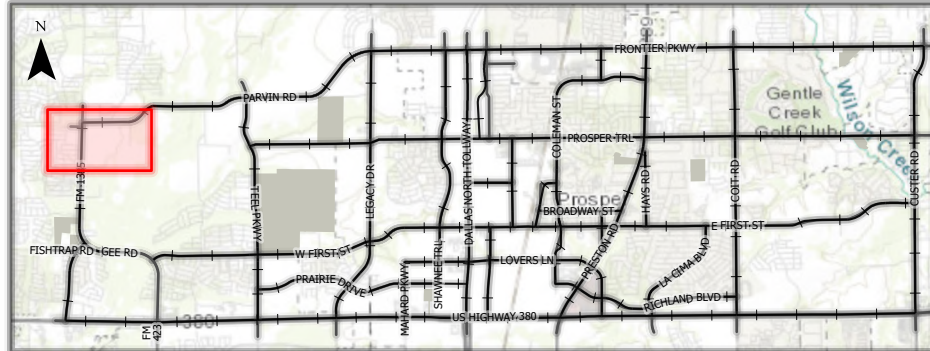
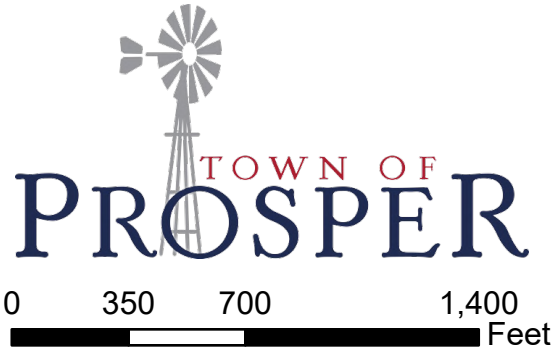
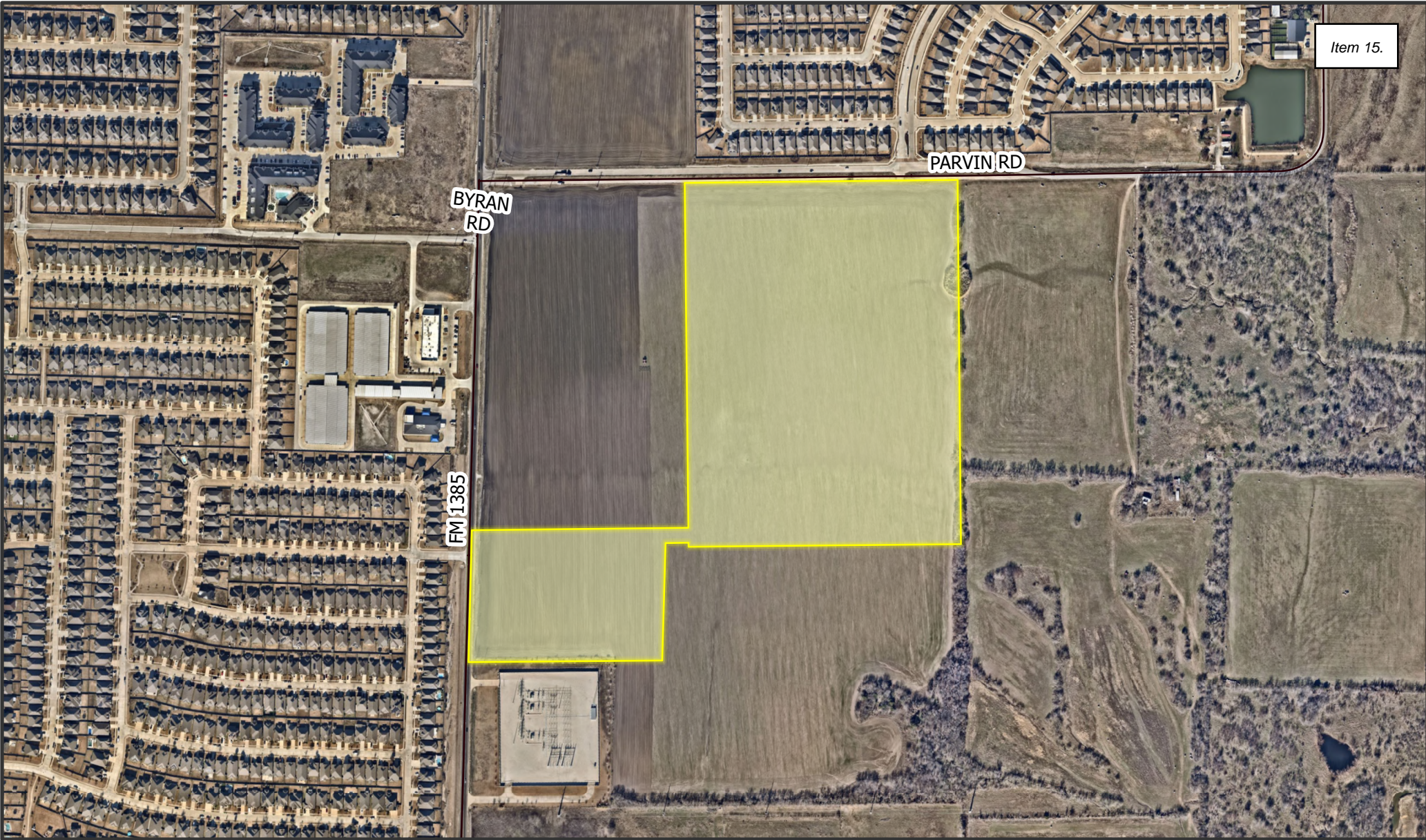
Town Staff recommend the Town Council approve the request for a rezoning from Agricultural to a Planned Development for Event Center, Hotel, Office, Restaurant, Retail, and Tennis Club uses on Parvin 1385 Addition, Block A, Lot 1, and a portion of Lot 2, on 54.2± acres, located on the south side of Parvin Road and 930± feet east of FM 1385, subject to the addition of evergreen trees within the living screen along the east boundary.

Planning & Zoning Commission Recommendation:

The Planning & Zoning Commission unanimously recommended approval of this item by a vote of 6-0 at their meeting on June 2, 2026.

Proposed Motion:

I move to approve/deny the request for a rezoning from Agricultural to a Planned Development for Event Center, Hotel, Office, Restaurant, Retail, and Tennis Club uses on Parvin 1385 Addition, Block A, Lot 1, and a portion of Lot 2, on 54.2± acres, located on the south side of Parvin Road and 930± feet east of FM 1385, subject to the addition of evergreen trees within the living screen along the east boundary.

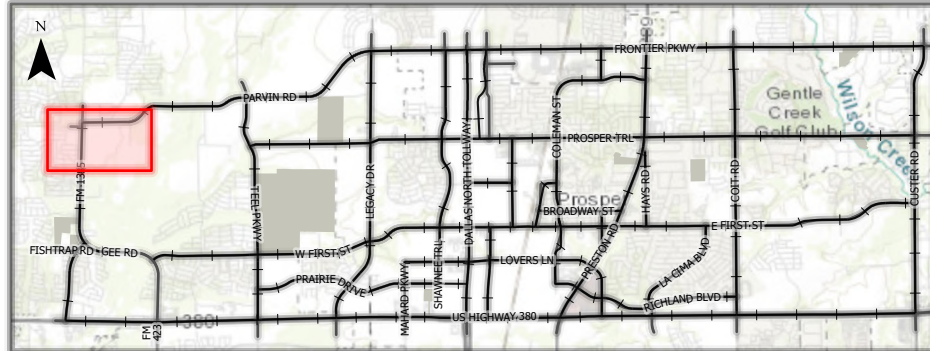
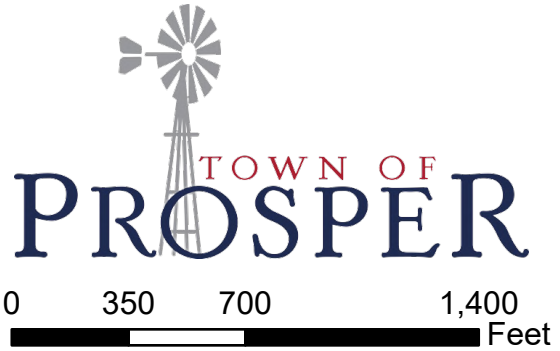


This map for illustration purposes only

ZONE-26-0003

Parvin 1385 Addition,
Block A, Lot 1

Planned Development



This map for illustration purposes only

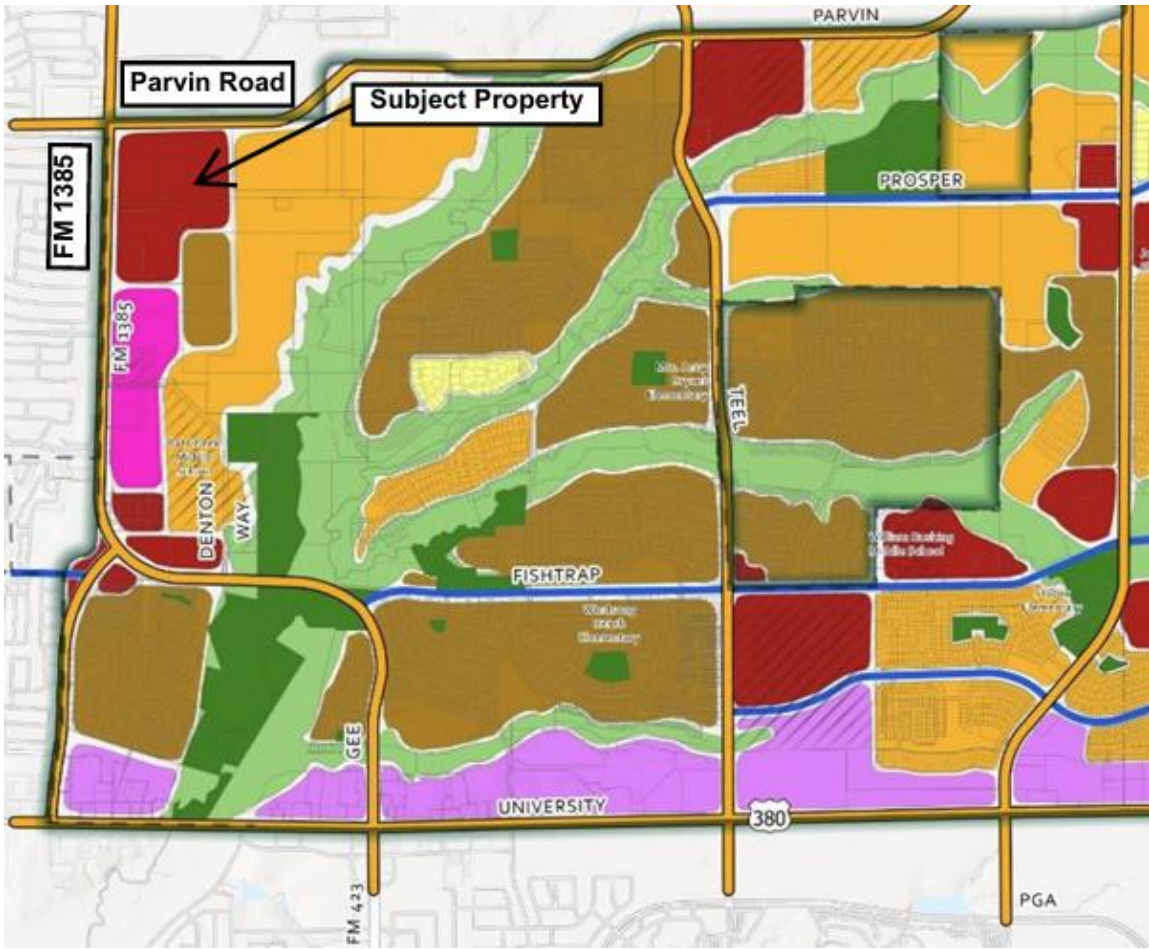
ZONE-26-0003

Parvin 1385 Addition, Block A,
Lot 1

Planned Development

Future Land Use Exhibit

- Low Density Residential
- Medium Density Residential
- High Density Residential
- Retail & Neighborhood Services
- Business Park
- Old Town District
- Town Center
- Dallas North Tollway, Dedicated Truck Route
- 6 Lane Divided
- 4 Lane Divided
- Commercial Collector
- 3 Lane Undivided Couplet
- Access Roads
- Old Town Roads
- Dallas North Tollway District
- US Highway 380 District
- Parks
- Floodplain
- School District Properties
- Town Limits
- ETJ



**EXHIBIT A-1: WRITTEN METES AND BOUNDS
ZONE-26-0003**

BEING a tract of land situated in the F. Wilkerson Survey, Abstract No. 1411 and the J. Morton Survey, Abstract No. 793, Town of Prosper, Denton County, Texas, and being a portion of Lot 1, Block A and a portion of Lot 2, Block A of Parvin 1385 Addition, Block A, Lots 1 and 2, according to the plat thereof recorded in Document No. 2025-228 of the Plat Records of Denton County, Texas, and all of a called 1.558 acre right of way and all of a called 0.404 acre right of way dedicated in said Parvin 1385 Addition, Block A, Lots 1 and 2, the east half of F.M. Road No. 1385, a variable width right-of-way, and the south half of Parvin Road, a variable width right-of-way, and being more particularly described as follows:

BEGINNING at a 1/2 inch iron rod found in said Parvin Road, for the northwest corner of a called 191.740 acre tract of land described in a deed to Frontier Landbank LLC, recorded in Instrument No. 2025-125290 of the Official Records of Denton County, Texas, common to the northeast corner of said 1.558 acre right-of-way dedication, same also being on the southerly line of Sutton Fields Phase 4A, an addition to the City of Celina, Texas, according to the plat thereof recorded in Instrument No. 2023-294 of the Plat Records of Denton County, Texas;

THENCE South 00°32'30" East, departing said Parvin Road and the southerly line of said Sutton Fields Phase 4A, along the easterly line of said 1.558 acre right-of-way dedication, the easterly line of said Lot 1 and the westerly line of said 191.740 acre tract, a distance of 1,583.21 feet to the southeast corner of said Lot 1, common to the northeast corner of said Lot 2;

THENCE South 89°27'23" West, departing said the westerly line of said 191.740 acre tract and along the common line of said Lot 1 and said Lot 2, a distance of 1,074.66 feet to a point for corner, from which, a 1/2 inch iron rod found for the southwest corner of said Lot 1, common to an ell corner of said Lot 2 bears South 89°27'23" West, 108.40 feet;

THENCE North 00°36'20" West, departing the common line of said Lot 1 and said Lot 2 and crossing said Lot 1, a distance of 17.95 feet to a point for corner;

THENCE South 89°23'36" West, continuing across said Lot 1, passing en route the common line of said Lot 1 and said Lot 2, and continuing along the same course and crossing said Lot 2, for a total distance of 208.51 feet to a point for corner;

THENCE South 01°32'11" West, continuing across said Lot 2, a distance of 510.55 feet to a point for corner;

THENCE South 89°30'12" West, continuing across said Lot 2, passing en route a 1/2 inch iron rod with busted plastic cap found for an ell corner of said Lot 2, common to the northeast corner of Block A, Lot 1 of Brazos Electric Parvin Substation Addition, Block A, Lot 1, an addition to the Town of Prosper, Texas, according to the plat thereof recorded in Document No 2020-418 of the Plat Records of Denton County, Texas, and continuing along the same course and along the

southerly line of said Lot 2, the southerly line of said 0.404 acre right-of-way dedication, the northerly line of said Block A, Lot 1, the northerly line of a 30-foot wide right-of-way dedicated in said Brazos Electric Parvin Substation Addition, and crossing said F.M. Road No. 1385, for a total distance of 841.87 feet to the approximate centerline of said F.M. Road No. 1385;

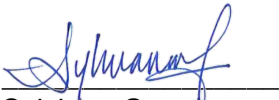
THENCE North 01°29'58" East, along the approximate centerline of said F.M. Road No. 1385, a distance of 573.92 feet to a point for corner;

THENCE North 89°23'26" East, departing the approximate centerline of said F.M. Road No. 1385 and crossing said F.M. Road No. 1385, passing en route a 1/2 inch iron rod found for the northwest corner of said 0.404 acre right-of-way dedication, and continuing along the same course, and along the northerly line of said 0.404 acre right-of-way dedication and said Lot 2, a distance of 940.00 feet to a 1/2 inch iron rod found for a northeast corner of said Lot 2, on the westerly line of aforesaid Lot 1;

THENCE North 00°35'37" West, along the westerly line of said Lot 1 and along the westerly line of aforesaid 1.558 acre right-of-way dedication, a distance of 1,498.96 feet to the northwest corner of said 1.558 acre right-of-way dedication, same being in the approximate centerline of said Parvin Road;

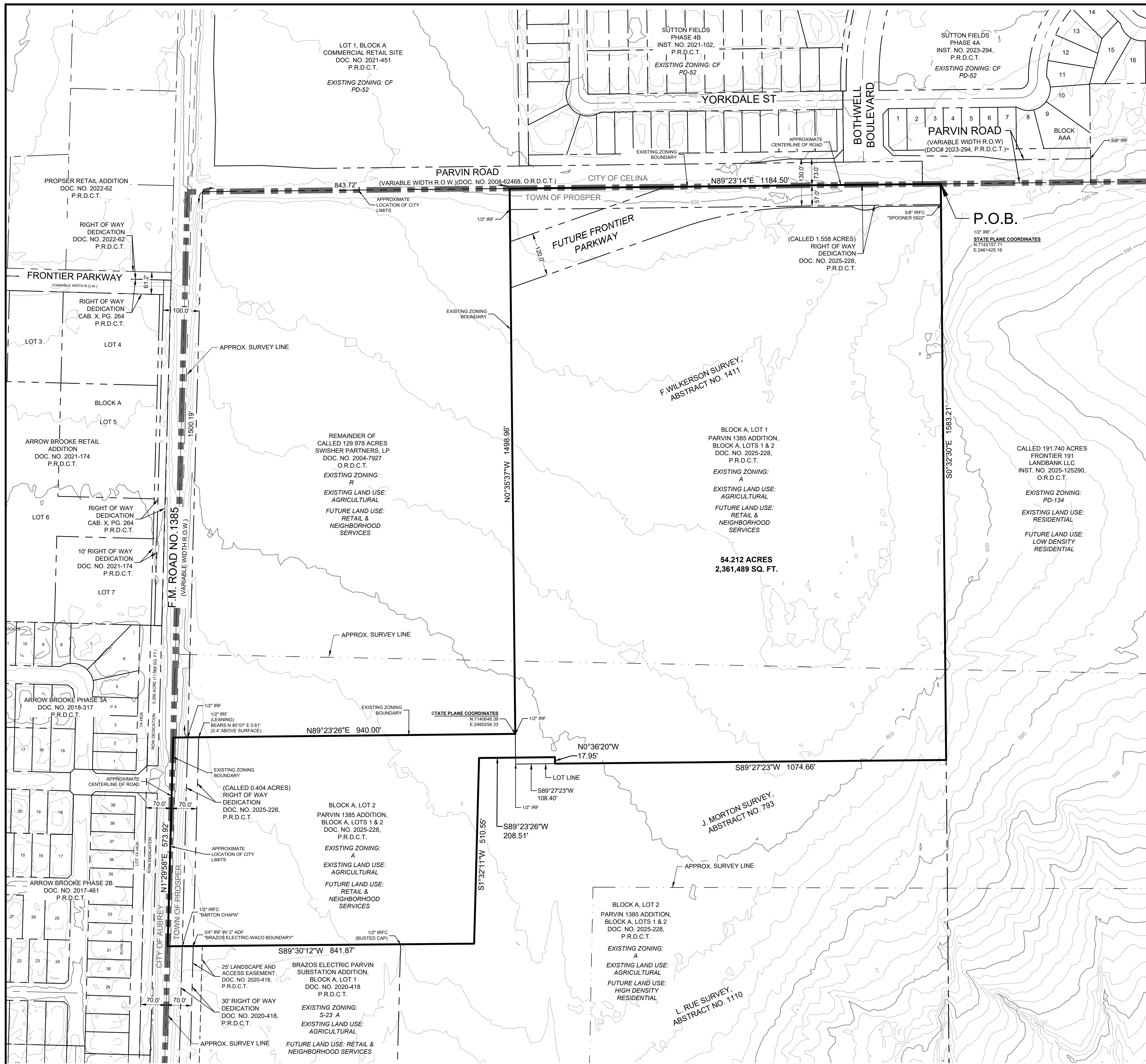
THENCE North 89°23'14" East, along the northerly line of said 1.558 acre right-of-way dedication and along the approximate centerline of said Parvin Road, a distance of 1,184.50 feet to the **POINT OF BEGINNING** and containing 54.212 acres (2,361,489 square feet) of land, more or less.

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


Sylviana Gunawan
Registered Professional Land Surveyor No. 6461
Kimley-Horn and Associates, Inc.
6160 Warren Pkwy., Suite 210
Frisco, Texas 75034
Ph. 972-335-3580
sylviana.gunawan@kimley-horn.com

05/13/2026





DESCRIPTION OF PROPERTY:

BEING a tract of land situated in the F. Wilkerson Survey, Abstract No. 1411 and the J. Morton Survey, Abstract No. 793, Town of Prosper, Denton County, Texas, and being a portion of Lot 1, Block A and a portion of Lot 2, Block A of Parvin 1385 Addition, Block A, Lots 1 and 2, according to the plat thereof recorded in Document No. 2025-228 of the Plat Records of Denton County, Texas, and all of a called 1.558 acre right of way and all of a called 0.404 acre right of way dedicated in said Parvin 1385 Addition, Block A, Lots 1 and 2, the east half of F.M. Road No. 1385, a variable width right-of-way, and the south half of Parvin Road, a variable width right-of-way, and being more particularly described as follows:

BEGINNING at a 1/2 inch iron rod found in said Parvin Road, for the northwest corner of a called 191.740 acre tract of land described in a deed to Frontier Landbank LLC, recorded in Instrument No. 2025-125290 of the Official Records of Denton County, Texas, common to the northeast corner of said 1.558 acre right-of-way dedication, same also being on the southerly line of Sutton Fields Phase 4A, an addition to the City of Celina, Texas, according to the plat thereof recorded in Instrument No. 2023-294 of the Plat Records of Denton County, Texas;

THENCE South 00°32'30" East, departing said Parvin Road and the southerly line of said Sutton Fields Phase 4A, along the easterly line of said 1.558 acre right-of-way dedication, the easterly line of said Lot 1 and the westerly line of said 191.740 acre tract, a distance of 1,583.21 feet to the southeast corner of said Lot 1, common to the northeast corner of said Lot 2;

THENCE South 89°27'23" West, departing said the westerly line of said 191.740 acre tract and along the common line of said Lot 1 and said Lot 2, a distance of 1,074.66 feet to a point for corner, from which, a 1/2 inch iron rod found for the southwest corner of said Lot 1, common to an ell corner of said Lot 2 bears South 89°27'23" West, 108.40 feet;

THENCE North 00°36'20" West, departing the common line of said Lot 1 and said Lot 2 and crossing said Lot 1, a distance of 17.95 feet to a point for corner;

THENCE South 89°23'36" West, continuing across said Lot 1, passing en route the common line of said Lot 1 and said Lot 2, and continuing along the same course and crossing said Lot 2, for a total distance of 208.51 feet to a point for corner;

THENCE South 01°32'11" West, continuing across said Lot 2, a distance of 510.55 feet to a point for corner;

THENCE South 89°30'12" West, continuing across said Lot 2, passing en route a 1/2 inch iron rod with busted plastic cap found for an ell corner of said Lot 2, common to the northeast corner of Block A, Lot 1 of Brazos Electric Parvin Substation Addition, Block A, Lot 1, an addition to the Town of Prosper, Texas, according to the plat thereof recorded in Document No 2020-418 of the Plat Records of Denton County, Texas, and continuing along the same course and along the southerly line of said Lot 2, the southerly line of said 0.404 acre right-of-way dedication, the northerly line of said Block A, Lot 1, the northerly line of a 30-foot wide right-of-way dedicated in said Brazos Electric Parvin Substation Addition, and crossing said F.M. Road No. 1385, for a total distance of 841.87 feet to the approximate centerline of said F.M. Road No. 1385;

THENCE North 01°29'58" East, along the approximate centerline of said F.M. Road No. 1385, a distance of 573.92 feet to a point for corner;

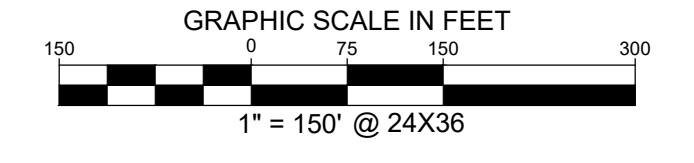
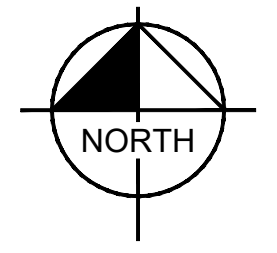
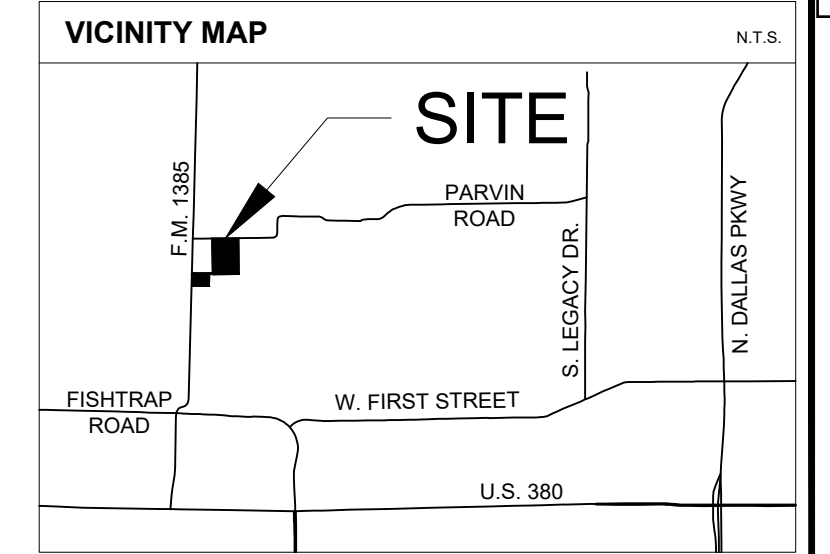
THENCE North 89°23'26" East, departing the approximate centerline of said F.M. Road No. 1385 and crossing said F.M. Road No. 1385, passing en route a 1/2 inch iron rod found for the northwest corner of said 0.404 acre right-of-way dedication, and continuing along the same course, and along the northerly line of said 0.404 acre right-of-way dedication and said Lot 2, a distance of 940.00 feet to a 1/2 inch iron rod found for a northeast corner of said Lot 2, on the westerly line of aforesaid Lot 1;

THENCE North 00°35'37" West, along the westerly line of said Lot 1 and along the westerly line of aforesaid 1.558 acre right-of-way dedication, a distance of 1,498.96 feet to the northwest corner of said 1.558 acre right-of-way dedication, same being in the approximate centerline of said Parvin Road;

THENCE North 89°23'14" East, along the northerly line of said 1.558 acre right-of-way dedication and along the approximate centerline of said Parvin Road, a distance of 1,184.50 feet to the POINT OF BEGINNING and containing 54.212 acres (2,361,489 square feet) of land, more or less.

NOTES:

- All bearings shown are based on grid north of the Texas Coordinate System of 1983, North Central Zone (4202), North American Datum of 1983. All dimensions shown are ground distances. To obtain a grid distance, multiply the ground distance by the Project Combined Factor (PCF) of 0.9998493926859797.
- According to Map No. 48121C0270G and 48121C0410G, dated April 18, 2011 of the National Flood Insurance Program Map, Flood Insurance Rate Map of Collin County, Texas, Federal Emergency Management Agency, Federal Insurance Administration, this property is located Zone X (unshaded) defined as "Areas determined to be outside the 0.2% annual chance floodplain". If this site is not within an identified special flood hazard area, this flood statement does not imply that the property and/or the structures thereon will be free from flooding or flood damage. On rare occasions, greater floods can and will occur and flood heights may be increased by man-made or natural causes. This flood statement shall not create liability on the part of the surveyor.
- The thoroughfare alignment(s) are shown on this exhibit are for illustration purposes and does not set the alignment. The alignment is determined at the time of Final Plat.



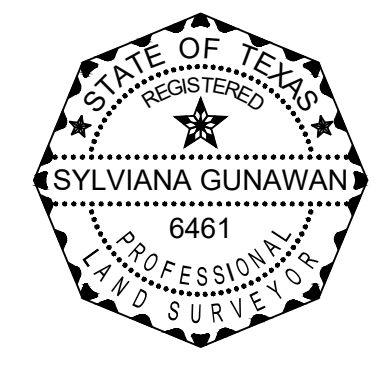
LEGEND

- P.O.B. = POINT OF BEGINNING
- IRFC = IRON ROD W/CAP FOUND
- IRF = IRON ROD FOUND
- XF = "X" CUT FOUND
- INST. = INSTRUMENT
- DOC. = DOCUMENT
- NO. = NUMBER
- VOL. = VOLUME
- PG. = PAGE
- D.R.D.C.T. = DEED RECORDS, DENTON COUNTY, TEXAS
- O.R.D.C.T. = OFFICIAL RECORDS, DENTON COUNTY, TEXAS
- P.R.D.C.T. = PLAT RECORD, DENTON COUNTY, TEXAS

**EXHIBIT A-2: BOUNDARY EXHIBIT
ZONE-26-0003
54.212 ACRES**

THE F. WILKERSON SURVEY, ABSTRACT NO. 1411
THE J. MORTON SURVEY, ABSTRACT NO. 793
TOWN OF PROSPER, DENTON COUNTY, TEXAS
DATE PREPARED: 05/13/2026

Sylviana Gunawan
SYLVIANA GUNAWAN
REGISTERED PROFESSIONAL
LAND SURVEYOR NO. 6461
6160 WARREN PKWY., SUITE 210
FRISCO, TEXAS 75034
PH. 972-335-3580
sylviana.gunawan@kimley-horn.com



Kimley»Horn
6160 Warren Parkway, Suite 210
Frisco, Texas 75034 FIRM # 10193822 Tel. No. (972) 335-3580
Fax No. (972) 335-3779

Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
1" = 150'	JCC	KHA	05/13/2026	068625036	1 OF 1

OWNER:
D9-1 Assets, LLC
8794 Markham Drive
Frisco, Texas 75035
Ph: 469-939-5405
Contact: Srinivas Maram

OWNER:
D9 Assets, LLC
8794 Markham Drive
Frisco, Texas 75035
Ph: 469-939-5405
Contact: Srinivas Maram

ENGINEER:
Kimley-Horn and Associates, Inc.
260 East Davis Street, Suite 100
McKinney, Texas 75069
Ph: 469-301-2594
Contact: Rachel Korus, P.E.

ZONE-26-0003**EXHIBIT "B"****STATEMENT OF INTENT AND PURPOSE**

The purpose of this Planned Development is to allow a mixed-use development anchored by a world-class tennis center. The tennis center will feature a comprehensive mix of indoor and outdoor tennis courts, indoor pickleball courts, and year-round aquatic amenities, including both indoor and outdoor swimming pools. In addition, the center will include a fully equipped fitness center, dedicated studios for yoga and cycling, and supporting amenities such as a pro shop and food and beverage offerings, including alcohol service. The proposed base zoning is Commercial (C) District, with several uses added and several prohibited that are currently permitted in the Commercial (C) District. Development Standards are also proposed accordingly with this application. The proposal includes an extension of Bothwell Boulevard across Parvin Road through the Property to FM 1385. This section of Bothwell Boulevard will be a pedestrian-oriented street that includes a roundabout for additional traffic-calming purposes. Uses include a tennis center, with multiple tennis courts and associated facilities and parking, and hotel, office, retail, and restaurant uses.

ZONE-26-0003**EXHIBIT "C"****PLANNED DEVELOPMENT STANDARDS****A. Conformance with the Town's Zoning Ordinance and Subdivision Ordinance.**

1. Unless expressly identified and referenced within this ordinance, the regulations of the Town's Zoning Ordinance (Ordinance No. 05-20), as it exists on the date of approval of this Planned Development, and the Subdivision Ordinance, as it exists on the date of approval of this Planned Development, shall apply. Upon approval by the Town Council of the ordinance establishing this District, this District is vested in accordance with Tex. Loc Gov't Code Ch. 245 and this Planned Development Ordinance, inclusive of exhibits herein, is a vesting document for purposes of Chapter 245 of the Texas Local Government Code.
2. The zoning exhibits attached and incorporated into this Planned Development shall serve as a guide for development of the Property. The ultimate layout (including streets, site layout, building uses, and open space areas) shall be determined at the time of Preliminary Site Plan by the Planning & Zoning Commission.
3. This Planned Development document shall be the governing document for development of the Property and in the event of any conflict or inconsistency between any Town Ordinances and this document, the terms and provisions of this Planned Development shall control. This PD document is a vesting document for purposes of Chapter 245 of the Texas Local Government Code.
4. This Planned Development is in compliance with the Town's Comprehensive Plan and meets or exceeds Goals and Objectives identified throughout the Prosper Comprehensive Plan.

B. Exhibits. Use and development of the Property shall be in general conformance with the following exhibits:

1. Exhibit A-1, Metes & Bounds
2. Exhibit A-2, Survey
3. Exhibit B, Statement of Intent and Purpose
4. Exhibit C, Planned Development Standards
5. Exhibit D, Conceptual Plan
6. Exhibit E, Tentative Development Schedule
7. Exhibit F, Character Images

8. Exhibit G, Open Space/Green Space Plan
9. Exhibit H, Phasing

C. Conceptual Plan:

1. Development of the Property shall be in general conformance with the Conceptual Plan attached hereto as Exhibit D. General locations of proposed uses are generally shown on the Conceptual Plan. Specific locations of proposed land uses will be shown on a Preliminary Site Plan.
2. The Director of Development Services or his/her designee may approve a minor amendment to the Conceptual Plan. Minor amendments are limited to minor changes in the Conceptual Plan that otherwise comply with this Planned Development District and do not:
 - a. alter the basic relationship of the proposed development to adjacent property;
 - b. increase a height shown on the original Conceptual Plan by more than 10 percent or 12 feet, whichever is less, provided there is no increase in the number of habitable stories or parking levels above grade;
 - c. decrease the amount of off-street parking ratios shown on the Conceptual Plan; or
 - d. reduce building setbacks at the boundary of the site shown on the Conceptual Plan.
3. Disapproval of a minor amendment request may be appealed by the Developer to the Planning and Zoning Commission and Town Council (see article 4, § 4.1.6(B)(7) for appeal procedure).
4. All other amendments shall be considered major amendments and will be considered by the Planning and Zoning Commission at a public meeting in accordance with the same procedures and requirements for the approval of a plan.

D. Uses:

1. Except as otherwise stated herein, the following uses are permitted by right on the Property. Uses followed by an "(S)" suffix are permitted only by Specific Use Permit. Uses followed by an "(C)" are permitted with the Conditional Standards set forth for such uses in the Zoning Ordinance.
 - a. Civic/Convention Center
 - b. College, University, Trade, or Private Boarding School
 - c. Community Center

- d. Municipal Uses Operated by the Town of Prosper
- e. Museum/Art Gallery
- f. School, Private or Parochial
- g. Stealth Antenna, Commercial (C)
- h. Private Utility, Other Than Listed
- i. Administrative, Medical, or Professional Office
- j. Governmental Office
- k. Alcoholic Beverage Sales (C)
- l. Building Material and Hardware Sales, Minor
- m. Convenience Store with Gas Pumps (S)
- n. Convenience Store without Gas Pumps
- o. Retail Stores and Shops
- p. Artisan's Workshop
- q. Bank, Savings and Loan, or Credit Union
- r. Beauty Salon/Barber Shop
- s. Business Service
- t. Catering
- u. Child Care Center, Licensed (S)
- v. Child Care Center, Incidental (S)
- w. Commercial Amusement, Indoor
- x. Dry Cleaning, Minor
- y. Gymnastics/Dance Studio
- z. Health/Fitness Center
- aa. Hotel, Full Service
- bb. Massage Therapy, Licensed
- cc. Meeting/Banquet/Reception Facility
- dd. Pet Day Care (S)
- ee. Print Shop, Minor
- ff. Restaurant (C)
- gg. Restaurant, Drive In (C)
- hh. Restaurant, Drive-Through (S)
- ii. Theater, Neighborhood
- jj. Theater, Regional
- kk. Mobile Food Vendor (S)
- ll. Retail/Service Incidental Use

E. Development Standards. Development of the Property shall be in general conformance with the Commercial (C) District Regulations as set forth in the Town's Zoning Ordinance (Ordinance No. 05-20 as it currently exists) and the Subdivision Ordinance (Ordinance No. 17-41 as it currently exists) as modified herein.

1. Minimum lot dimensions.

- a. Minimum lot width is 100 feet.
 - b. Minimum lot depth is 100 feet.
2. Front Yard Setback. Minimum 30 feet.
3. Side Yard Setback.
 - a. Minimum 15 feet when adjacent to a non-residential zoning district.
 - b. Minimum 30 feet when building is 1-story and adjacent to a residential zoning district.
 - c. Minimum 60 feet when building is 2 or more stories and adjacent to a residential zoning district.
 - d. Minimum 30 feet when adjacent to a public street.
 - e. No minimum for internal side yards.
4. Rear Yard Setback.
 - a. Minimum 15 feet when adjacent to a non-residential zoning district. The minimum side yard setback may be eliminated for attached retail buildings on separate lots as shown on an approved site plan.
 - b. Minimum 30 feet when building is 1-story and adjacent to a residential zoning district.
 - c. Minimum 60 feet when building is 2 or more stories and adjacent to a residential zoning district.
5. Height.
 - a. Maximum building height is 40 feet, except that the maximum building height for a Hotel, full service (not extended stay) is 55 feet.
6. Floor to Area Ratio. Maximum 0.5:1.
7. Lot Coverage. Maximum 40%.
8. Building Area. Building square footage may be increased subject to compliance with the other Development Standards.
9. Parking.
 - a. Required parking for a use may be located on another lot so long as the lot providing the required parking still satisfies minimum parking requirements after allocating excess parking to the receiving lot. Shared parking shall not be greater than 600 feet from the use being served and shall be subject to a shared parking agreement.
 - b. Required parking for sport courts: 8 spaces per court.
10. Required Screening along the East property line. Where the development directly borders Single-Family Residential properties, a continuous Living

Screen Wall may be provided in lieu of a six foot masonry wall, designed as follows provided it is approved by the Planning & Zoning Commission:

- a. A continuous row of evergreen shrubs offset 3' from the property line, planted 4' on center.
- b. Shrubs must be 4' height at the time of planting and have a mature height of 6' minimum.

However, a Living Screen Wall is not required where it would conflict with the following:

- i. Vehicular drives ingress/egress and associated visibility triangles.
- ii. Required buffer trees spaced 30' O.C.
- iii. Public or private sidewalks and pedestrian paths.
- iv. Existing or proposed utility infrastructure and easements.

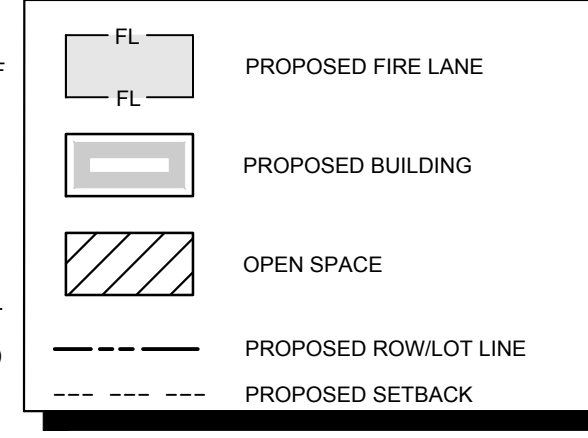
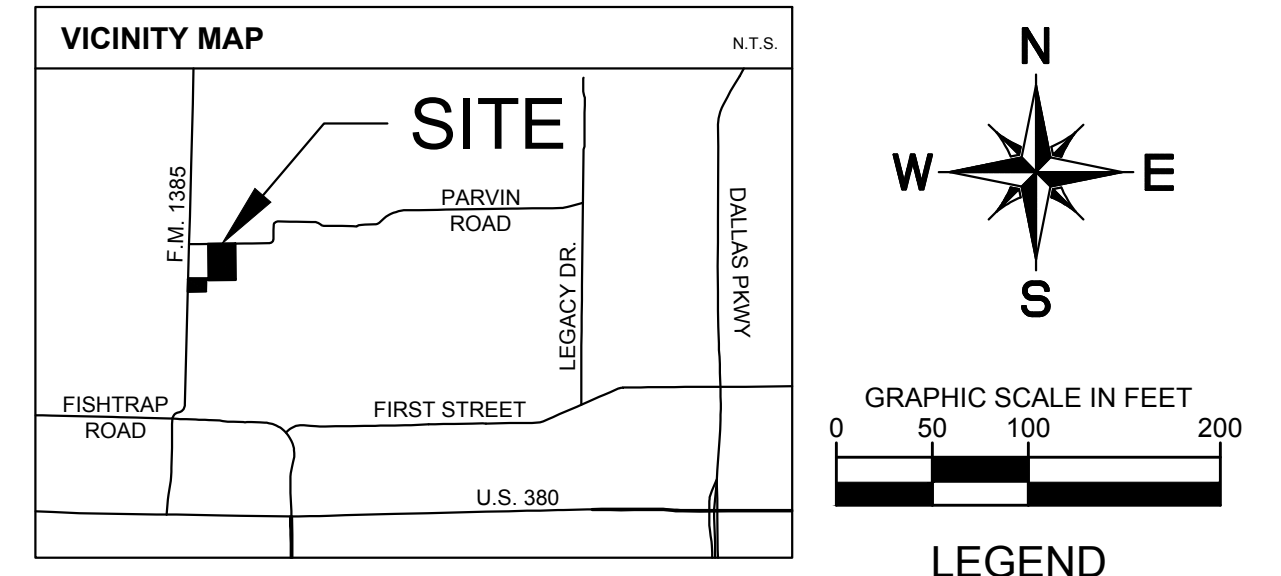
11. Exterior appearance of buildings and structures. Building and structures shall generally comply with the Character Images attached hereto as Exhibit F. Each building façade shall consist of a minimum of 80% masonry materials as defined in the Town's Zoning Ordinance. Non-masonry exterior materials shall only start at 10'-0" above the ground level finish floor elevation.

12. Open Space. Each lot shall provide a minimum of five (5) percent open space, provided, Open Space for the entire Property shall be a minimum of twelve (12%) percent in the aggregate.

13. Open Space Amenities: Open Space amenities may include, but not be limited to, the following and shall be in general conformance with the amenities shown in Exhibit F, Character Images, and Exhibit G, the Open Space/Green Space Plan:

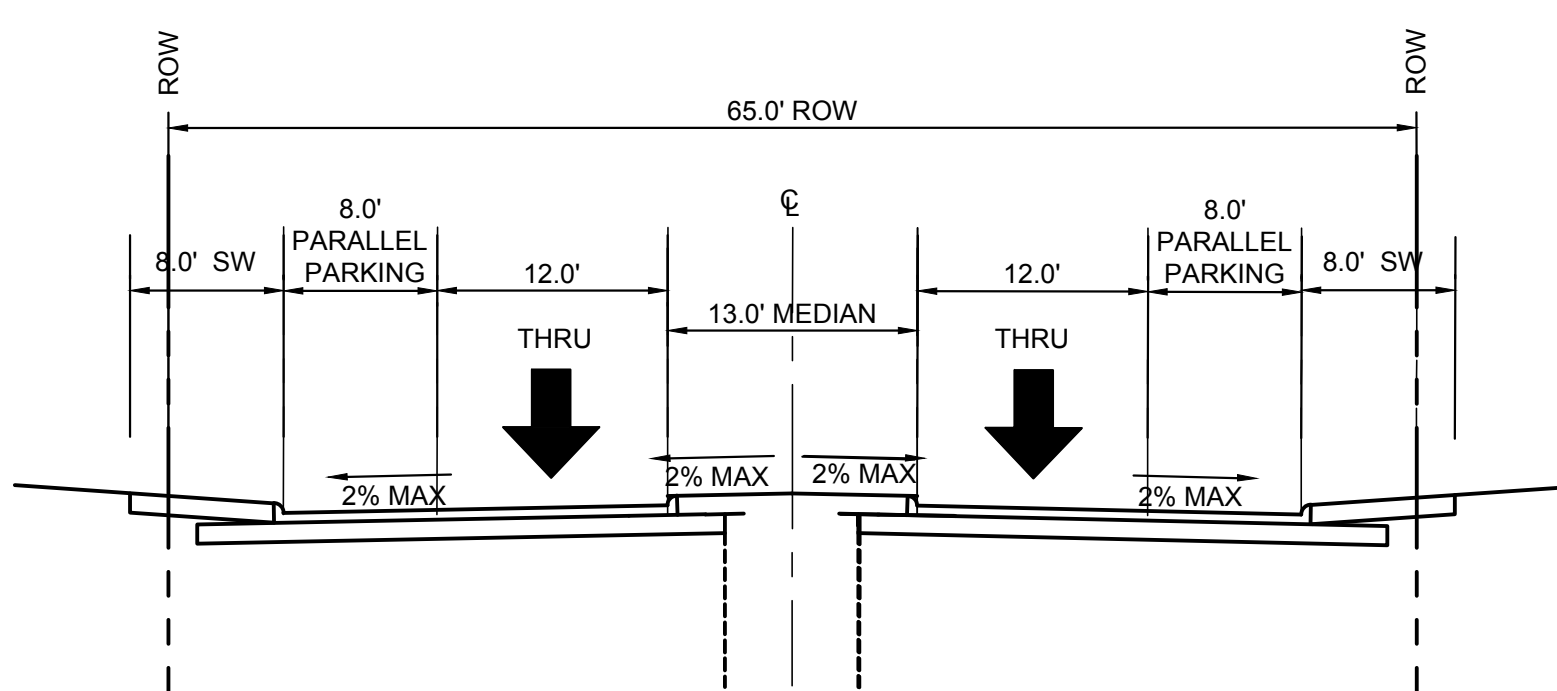
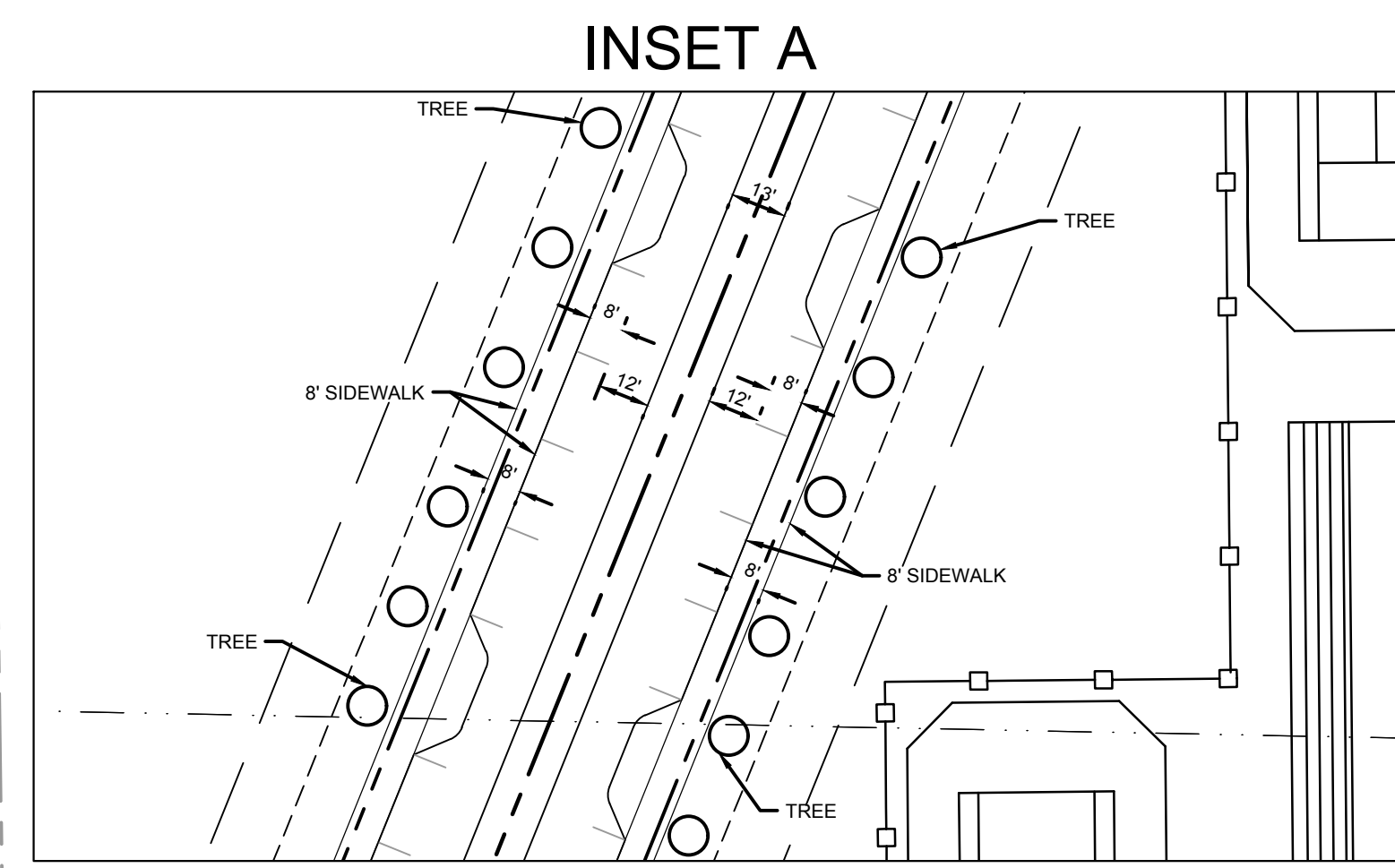
- a. Open space and green space
- b. Outdoor event space / Pavilion
- c. Performance venue
- d. Art / Sculpture Features
- e. Benches and seating
- f. Shaded structures
- g. Pedestrian-scale lighting including festoon lighting
- h. Splash pad(s)
- i. Game Lawn Areas such as Bocce Ball, Cornhole, etc.
- j. Playground equipment, fitness equipment and similar interactive recreational equipment
- k. Other amenities as determined by the Director of Development Services

14. Proposed Roadway. The proposed roadway shall be constructed in general conformance with the cross-section and in the location as generally shown on the Conceptual Plan. Street parking is permitted to be included in the proposed roadway. In addition, for the purpose of creating an aesthetically pleasant and pedestrian-friendly environment, street trees and street furniture such as benches, street lights, and trash receptacles are allowed to be located within the public right-of-way subject to Town approval. A public realm plan will be submitted at the time of Site Plan which will include benches, trash receptacles, etc. and a license agreement to identify maintenance responsibilities.



- NOTES:
1. THE THOROUGHFARE ALIGNMENT SHOWN ON THIS EXHIBIT ARE FOR ILLUSTRATION PURPOSES AND DOES NOT SET THE ALIGNMENT. THE ALIGNMENT IS DETERMINED AT THE TIME OF FINAL PLAT.
 2. NO 100-YEAR FLOODPLAIN EXISTS ON THE SITE.
 3. STREET A AND BLOCK A, LOT 1 (INCLUDING OPEN SPACE EAST OF STREET A) TO BE IN PHASE 1.
 4. ALL PAD SITES WITH A CSR SHALL MEET THE TOWN OF PROSPER DRIVE-THRU REQUIREMENTS.
 - 4.1. PROVISION OF AN ESCAPE LANE (9') FROM ENTRY TO EXIT.
 - 4.2. FIVE STACKING SPACES (100') FROM FIRST ORDER POINT.
 - 4.3. ONE STACKING SPACE AFTER PICK UP POINT (20').
 - 4.4. LANDSCAPE ISLAND AROUND DRIVE-THROUGH LANES (5').
 - 4.5. INCREASED PERIMETER LANDSCAPE BUFFERS (10').
 5. APPROVAL OF THE CONCEPTUAL PLAN DOES NOT AUTOMATICALLY APPROVE OSR. SPECIAL USE PERMIT IS STILL REQUIRED.
 6. TRAFFIC IMPACT ANALYSIS SHALL BE PROVIDED PRIOR TO APPROVAL OF A PRELIMINARY SITE PLAN.

- FIRE ZONING NOTES:
1. ZONING DOES NOT INCLUDE COMPLIANCE WITH TOWN FIRE CODE, NOR DOES IT INCLUDE FIRE HYDRANTS, AND FIRE LANE ARRANGEMENTS. REVIEW OF THE ZONING DOES NOT GRANT OR OTHERWISE PROVIDE SAID APPROVAL TO THE TOWN FIRE CODE. FULL COMPLIANCE WILL BE REVIEWED DURING PSP AND SP SUBMITTAL, AND MAY REQUIRE THE SITE IS RECONFIGURED AND MODIFIED FROM THAT SHOWN IN THE CONCEPT PLAN AND/OR ZONING EXHIBIT.
 2. EMERGENCY ACCESS ONLY FIRE LANES TO BE FINISHED WITH STAMPED AND STAINED CONCRETE, OR COMPARABLE PAVING TREATMENT, DESIGNED TO VISUALLY INTEGRATE WITH AND COMPLEMENT THE SURROUNDING LANDSCAPE AND HARDSCAPE ELEMENT, SUBJECT TO FIRE ACCESS REQUIREMENT AND JURISDICTIONAL APPROVAL.



TYPICAL SECTION OF STREET A

SCALE 1"=10'

SITE DATA SUMMARY TABLE						
BLOCK & LOT	ACREAGE	LAND USE	BUILDING AREA	BUILDING HEIGHT	REQUIRED PARKING	PROVIDED PARKING
BLOCK A, LOT 1	12.37	RAQUET CLUB	±160,000 GSF	40' (2 STORY)	8: COURT (272 SPACES)	272 SPACES
BLOCK A, LOT 2	3.22	OFFICE	±27,200 GSF	30' (1 STORY)	1:350 (78 SPACES)	132 SPACES
BLOCK A, LOT 3	1.62	RETAIL	±6,000 GSF	30' (1 STORY)	1:250 (24 SPACES)	52 SPACES
BLOCK B, LOT 1	3.88	HOTEL (± 105 ROOMS/ ±45,000 COMM SPACE)	±90,000 GSF	55' (4 STORY)	1:SUITE + 1:200 COMM AREA (130 SPACES)	130 SPACES
BLOCK B, LOT 2	4.55	CONFERENCE/EVENT CENTER	±30,000 GSF	40' (2 STORY)	1:200 (150 SPACES)	236 SPACES
BLOCK B, LOT 3	4.61	RETAIL/RESTAURANT	±35,000 GSF	30' (1 STORY)	1:100/1:250 (172 SPACES)	177 SPACES
BLOCK C, LOT 1	1.53	BANK/RETAIL/RESTAURANT	±5,500 GSF	30' (1 STORY)	1:100/1:250 (55 SPACES)	55 SPACES
BLOCK C, LOT 2	1.3	RESTAURANT*	±4,000 GSF	30' (1 STORY)	1:100 (40 SPACES)	40 SPACES
BLOCK C, LOT 3	1.28	RETAIL/OFFICE	±8,500 GSF	30' (1 STORY)	1:250/1:350 (34 SPACES)	46 SPACES
BLOCK C, LOT 4	2.29	RESTAURANT	±7,200 GSF	30' (1 STORY)	1:75 (100 SPACES)	100 SPACES
BLOCK D, LOT 1	3.07	OFFICE	±27,000 GSF	30' (1 STORY)	1:350 (78 SPACES)	136 SPACES
BLOCK D, LOT 2	2.56	RETAIL/RESTAURANT	±22,000 GSF	30' (1 STORY)	1:100/1:250 (102 SPACES)	117 SPACES
BLOCK D, LOT 3	1.03	RETAIL/RESTAURANT	±5,000 GSF	30' (1 STORY)	1:100/1:250 (50 SPACES)	50 SPACES
BLOCK D, LOT 4	1.65	RESTAURANT	±7,200 GSF	30' (1 STORY)	1:75 (96 SPACES)	96 SPACES
BLOCK E, LOT 1	1.51	RETAIL/RESTAURANT	±3,150 GSF	30' (1 STORY)	1:100/1:250 (32 SPACES)	32 SPACES

*WHERE LAND USES VARY FROM SITE DATA SUMMARY TABLE, FINAL PARKING COUNT SHALL MEET THE RESPECTIVE REQUIRED RATIOS FOR THE AMOUNT OF BUILDING SQUARE FOOTAGE DEDICATED TO EACH USE.

ZONE-26-0003
EXHIBIT D
VOLLEYS VILLAGE
BLOCK A LOTS 1-3, BLOCK B LOTS 1-3,
BLOCK C LOTS 1-4, BLOCK D LOTS 1-4,
BLOCK E LOT 1
Being 54.21 Acres Out Of The
F. WILKERSON SURVEY, ABSTRACT NO. 1411
AND J. MORTON SURVEY, ABSTRACT NO. 793
Town of Prosper, Denton County, Texas
Submitted: MARCH 31, 2026

Owner:
D9-1 Assets, LLC
8794 Markham Drive
Frisco, TX 75035
Contact: Srinivas Maram
Phone: (469) 939-5405

Engineer/Surveyor:
Kimley-Horn and Associates, Inc.
280 East Davis Street Suite 100
McKinney, Texas 75069
Contact: Rachel Korus, P.E.
Phone: (469) 301-2594

PROSPER TENNIS CLUB
EXHIBIT D -
CONCEPTUAL PLAN

DATE: 03/03/2026
LAST SAID: 03/03/2026 5:02:28 AM
DRAWN BY: KIMLEY-HORN AND ASSOCIATES, INC.
CHECKED BY: RAK

This document, together with the concepts and design presented herein, is intended only for the specific purpose and client for which it was prepared. Reuse of and improper reliance on this document without written authorization and delineation by Kimley-Horn and Associates, Inc. shall be without liability to Kimley-Horn and Associates, Inc.

PRELIMINARY
Not for construction or permit purposes.
Kimley-Horn
Engineer: DOUGLAS A. KORUS
P.E. No. 132469 Expires 03/31/2026

KHA PROJECT: 06000200
DATE: MARCH 2026
SCALE: AS SHOWN
DESIGNED BY: RAK
DRAWN BY: EMI
CHECKED BY: RAK

PROSPER TENNIS CLUB
PROSPER, TEXAS

PROSPER TENNIS CLUB
EXHIBIT D -
CONCEPTUAL PLAN

ZONE-26-0003**EXHIBIT "E"****TENTATIVE DEVELOPMENT SCHEDULE**

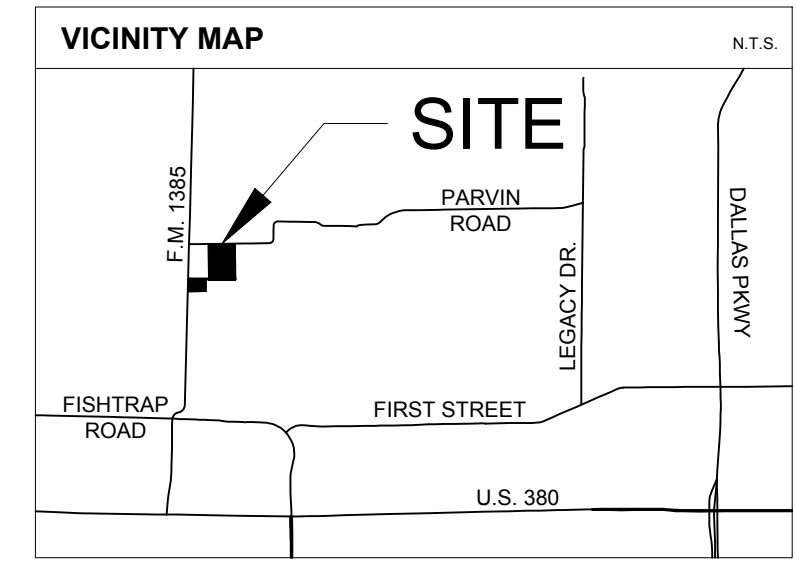
The phasing and development of this project is dependent upon market conditions. The following is a tentative anticipated construction schedule:

Phase 1:

- Tennis Club
 - Indoor and outdoor tennis courts
 - Indoor pickleball courts
 - Year-round aquatic amenities, including both indoor and outdoor swimming pools
 - Fully equipped fitness center
 - Yoga and cycling studios
 - Supporting amenities such as a pro shop and food and beverage offerings, including alcohol service
- Street A
- Open space on Block A, Lot 1.
- Construction is estimated to take 12-18 months.

Subsequent phases shall follow based on market conditions.

Full build-out is estimated to be achieved in 3-5 years.



LEGEND

- PHASE 1 CONSTRUCTION
- PROPOSED ROW/LOT LINE
- PROPOSED SETBACK

REMAINDER OF CALLED 129.978 ACRES
SWISHER PARTNERS, LP
DOC. NO 2004-7927, O.R.D.C.T
EXISTING ZONING: R
EXISTING LAND USE: AGRICULTURAL
FUTURE LAND USE: RETAIL &
NEIGHBORHOOD SERVICES

BLOCK A LOT 1
12.37 AC
BLOCK A LOT 1
PARVIN 1385 ADDITION:
BLOCK A, LOTS 1 & 2
DOC. NO 2025-228, P.R.D.C.T
EXISTING ZONING: A
EXISTING LAND USE: AGRICULTURAL
FUTURE LAND USE: RETAIL &
NEIGHBORHOOD SERVICES

CALLED 191.740 ACRES
FRONTIER 191
LANDBANK LLC
INST. NO 2025-125290, O.R.D.C.T
EXISTING ZONING: PD-134
EXISTING LAND USE: RESIDENTIAL
FUTURE LAND USE: LOW DENSITY
RESIDENTIAL

BLOCK A LOT 2
PARVIN 1385 ADDITION,
BLOCK A, LOTS 1 & 2
DOC. NO 2025-228, P.R.D.C.T
EXISTING ZONING: A
EXISTING LAND USE: AGRICULTURAL
FUTURE LAND USE: HIGH DENSITY
RESIDENTIAL

BLOCK A LOT 2
PARVIN 1385 ADDITION
BLOCK A, LOTS 1 & 2
DOC. NO 2025-228, P.R.D.C.T
EXISTING ZONING: A
EXISTING LAND USE: AGRICULTURAL
FUTURE LAND USE: RETAIL &
NEIGHBORHOOD SERVICES

ZONE-26-0003
EXHIBIT E-1
VOLLEYS VILLAGE
BLOCK A LOTS 1-3, BLOCK B LOTS 1-3,
BLOCK C LOTS 1-4, BLOCK D LOTS 1-4,
BLOCK E LOT 1
Being 54.21 Acres Out Of The
F. WILKERSON SURVEY, ABSTRACT NO. 1411
AND J. MORTON SURVEY, ABSTRACT NO. 793
Town of Prosper, Denton County, Texas
Submitted: MARCH 31, 2026

Owner:
D9-1 Assets, LLC
8794 Markham Drive
Frisco, TX 75035
Contact: Srinivas Maram
Phone: (469) 939-5405

Engineer/Surveyor:
Kimley-Horn and Associates, Inc.
260 East Davis Street Suite 100
McKinney, Texas 75069
Contact: Rachel Korus, P.E.
Phone: (469) 301-2594

PROSPER TENNIS CLUB
PROSPER, TEXAS

EXHIBIT E-1 -
PHASING PLAN

SHEET NUMBER
1

This document, together with the concepts and designs presented herein, is intended only for the specific purpose and client for which it was prepared. Reuse and improper reliance on this document without written authorization and delineation by Kimley-Horn and Associates, Inc. shall be without liability to Kimley-Horn and Associates, Inc.
 DATE: 03/03/2026
 LAST SAID: 03/03/2026 2:40 PM
 DRAWN BY: KIMLEY-HORN AND ASSOCIATES, INC.
 PROJECT: PROSPER TENNIS CLUB

EXHIBIT "F"
CHARACTER IMAGES

Character of Central Open Space including landscape, public art, open space and performance venue.

Item 15.





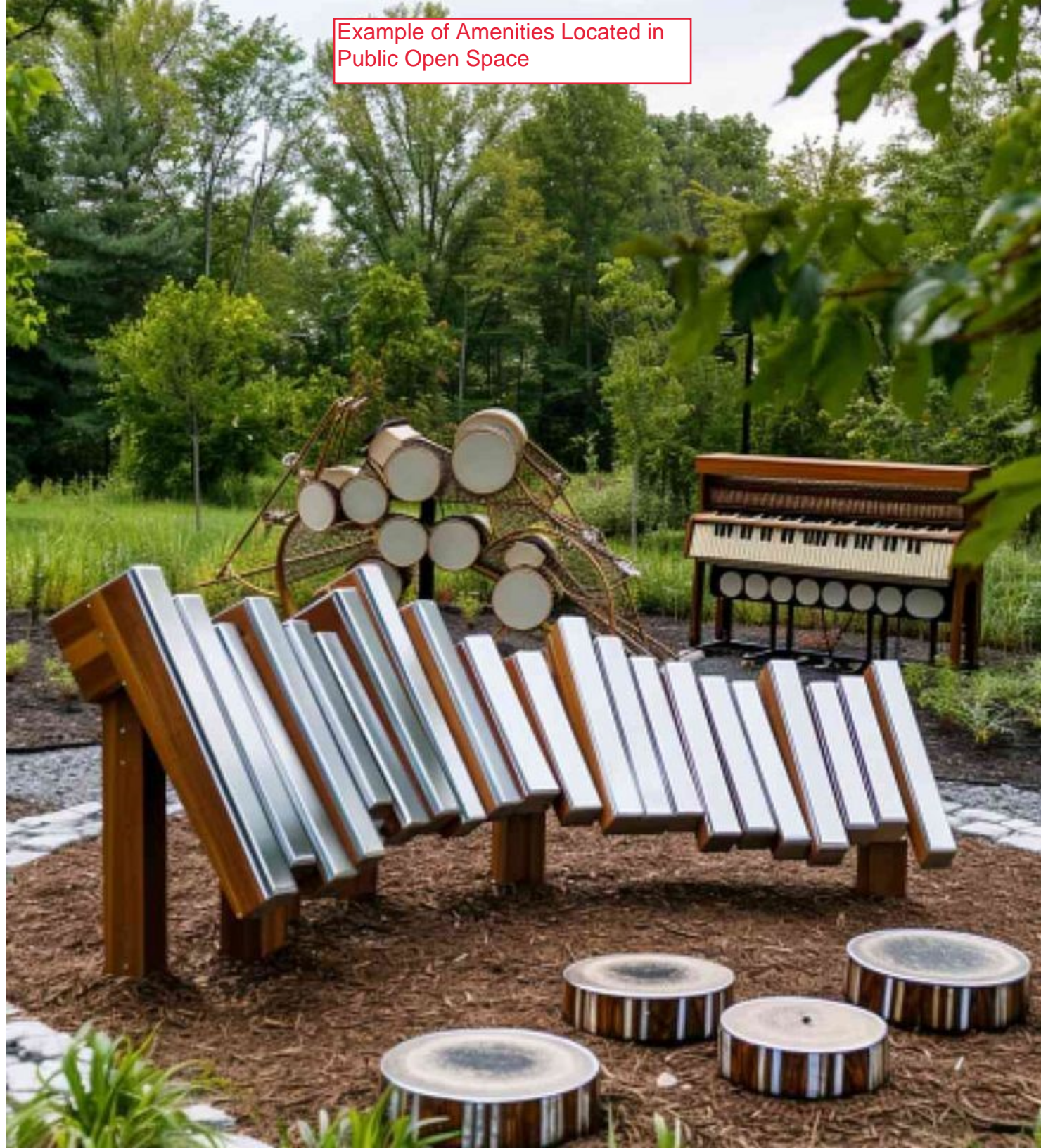
Possible Uses for General Public
Open Space: gatherings, farmers
markets, craft fairs, etc.

Item 15.



Example of Amenities Located in Public Open Space

Item 15.



Example of Recreational Areas for Use by All Age Groups



Example of Recreational Areas for Use by All Age Groups



Fitness Equipment integrated into Public Open Space



General Streetscape with proximity of landscape to traffic and pedestrian circulation

Item 15.



General Character of Retail Development



General Character of Garden Office



General Character of Garden Office



General Character of Retail Development

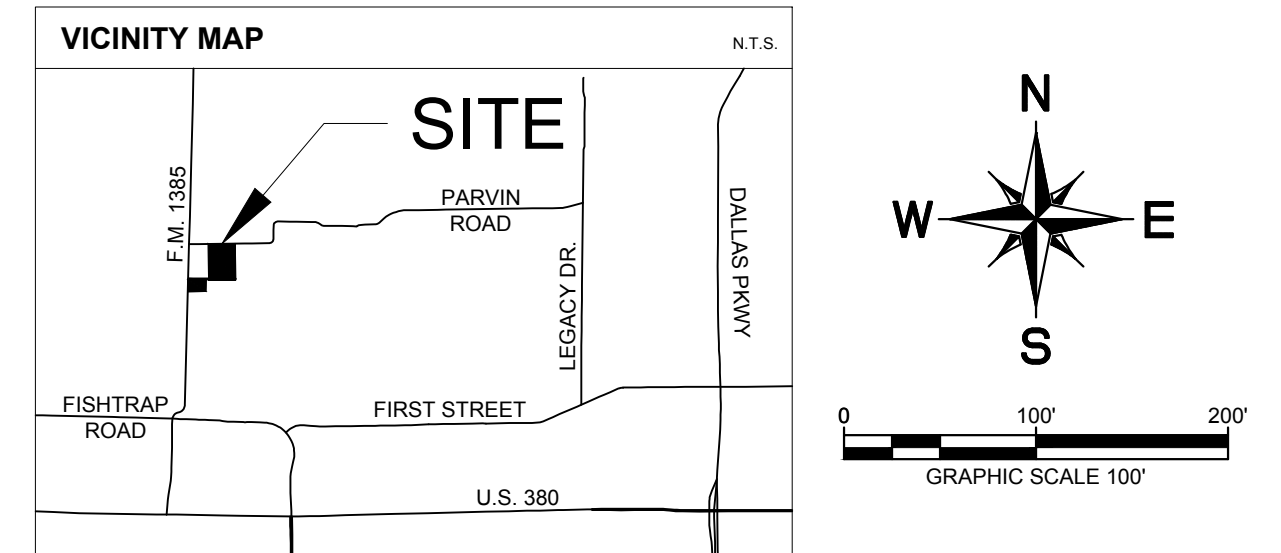












LEGEND

FL	PROPOSED FIRE LANE
[Symbol]	PROPOSED BUILDING
[Symbol]	OPEN SPACE
[Symbol]	PROPOSED ROW/LINE
[Symbol]	PROPOSED SETBACK

OPEN SPACE SUMMARY

BLOCK & LOT	LAND AREA (SF)	LAND USE	PROVIDED OPEN SPACE
BLOCK A, LOT 1	538,884	RAQUET CLUB	67,305
BLOCK A, LOT 2	140,238	OFFICE	9,512
BLOCK A, LOT 3	70,295	RETAIL	3,514
BLOCK B, LOT 1	169,031	HOTEL	56,480
BLOCK B, LOT 2	198,057	CONFERENCE/EVENT CENTER	23,775
BLOCK B, LOT 3	200,825	RETAIL/RESTAURANT	30,205
BLOCK C, LOT 1	66,568	BANK/RETAIL	3,328
BLOCK C, LOT 2	57,088	DRIVE-THRU RESTAURANT	2,854
BLOCK C, LOT 3	55,461	RETAIL/OFFICE	2,773
BLOCK C, LOT 4	99,670	RESTAURANT	4,983
BLOCK D, LOT 1	133,893	OFFICE	14,435
BLOCK D, LOT 2	111,587	RETAIL/RESTAURANT	13,235
BLOCK D, LOT 3	44,721	RETAIL	2,236
BLOCK D, LOT 4	71,839	RESTAURANT	3,591
BLOCK E, LOT 1	56,736	RETAIL/RESTAURANT	2,836
TRAFFIC CIRCLE	4,185	N/A	4,185
TOTAL	2,014,893		245,247 (12%)

NOTE:
1. ADDITIONAL OPEN SPACE MAY BE PROVIDED THROUGHOUT SITE AS INDIVIDUAL PARCELS DEVELOP. OPEN SPACE AREA TO EXCLUDE AREA IN REQUIRED LANDSCAPE BUFFERS

**ZONE-26-0003
EXHIBIT G
VOLLEYS VILLAGE
BLOCK A LOTS 1-3, BLOCK B LOTS 1-3,
BLOCK C LOTS 1-4, BLOCK D LOTS 1-4,
BLOCK E LOT 1**
**Being 54.21 Acres Out Of The
F. WILKERSON SURVEY, ABSTRACT NO. 1411
AND J. MORTON SURVEY, ABSTRACT NO. 793
Town of Prosper, Denton County, Texas
Submitted: MARCH 31, 2026**

Owner:
D9-1 Assets, LLC
8794 Markham Drive
Frisco, TX 75035
Contact: Srinivas Maram
Phone: (469) 939-5405

Engineer/Surveyor:
Kimley-Horn and Associates, Inc.
260 East Davis Street Suite 100
McKinney, Texas 75069
Contact: Rachel Korus, P.E.
Phone: (469) 301-2594

PROSPER TENNIS CLUB

EXHIBIT G -
OPEN SPACE PLAN

SHEET NUMBER
1



THE DOCUMENT, TOGETHER WITH THE CONCEPTS AND DESIGN PRESENTED HEREIN, IS INTENDED ONLY FOR THE SPECIFIC PURPOSE AND CLIENT FOR WHICH IT WAS PREPARED. REUSE AND IMPROPER RELIANCE ON THIS DOCUMENT WITHOUT WRITTEN AUTHORIZATION AND DELIBERATION BY KIMLEY-HORN AND ASSOCIATES, INC. SHALL BE WITHOUT LIABILITY TO KIMLEY-HORN AND ASSOCIATES, INC.
 DATE: 03/03/2026
 LAST SAID: 03/03/2026 10:14 AM
 DRAWN BY: KIMLEY-HORN AND ASSOCIATES, INC.
 CHECKED BY: KIMLEY-HORN AND ASSOCIATES, INC.

Kimley-Horn
© 2026 KIMLEY-HORN AND ASSOCIATES, INC.
260 EAST DAVIS STREET, SUITE 100, MCKINNEY, TX 75069
PHONE: 469-301-2594 FAX: 972-239-3820
WWW.KIMLEY-HORN.COM TX F-928

PRELIMINARY
FOR REVIEW ONLY
Not for construction or permit purposes.
Kimley-Horn
Engineer: RACHEL A. KORUS
P.E. No. 122465 Over 25000000X

KHA PROJECT	060080200
DATE	MARCH 2026
SCALE	AS SHOWN
DESIGNED BY	RAK
DRAWN BY	EMI
CHECKED BY	RAK

PROSPER, TEXAS

VOLLEYS VILLAGE DEVELOPMENT AGREEMENT

THIS VOLLEYS VILLAGE DEVELOPMENT AGREEMENT (“Agreement”) is entered into by and between the Town of Prosper, Texas (“Town”), and D9 Assets LLC (“Developer”), individually, a “Party” and collectively, the “Parties,” to be effective (the “Effective Date”) on the latest date executed by a Party.

WHEREAS, the Town is a home-rule municipal corporation, located in Collin County and Denton County, Texas, organized and existing under the laws of the State of Texas; and

WHEREAS, Developer is developing a project in the Town known as Volleys Village (“Property”), a legal description of which Property is attached hereto as Exhibit A and incorporated by reference; and

WHEREAS, the Property was rezoned by the Town Council on or about _____, 2026, and this Agreement seeks to incorporate, in part, the negotiated and agreed upon development standards contained in the underlying zoning ordinance, as may be amended, and/or this Development Agreement, to recognize Developer’s reasonable investment-backed expectations in said development, as may be amended, and 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 Parties to this Agreement agree as follows:

1. Development Standards. For any structure built on the Property following the Effective Date, it shall comply with the requirements contained in Exhibit B, “Building Materials,” attached hereto and incorporated herein. The Parties agree and acknowledge that the provisions of this Paragraph shall apply to any structure constructed subsequent to the execution of this Agreement. Nothing in this Agreement shall be deemed to modify or otherwise amend any zoning regulation duly adopted by the Town, previously or in the future.

2. Covenant Running with the Land. The terms, conditions, rights, obligations, benefits, covenants and restrictions of the provisions of this Agreement shall be deemed covenants running with the land, and shall be binding upon and inure to the benefit of the Developer and its heirs, representatives, successors and assigns. This Agreement shall be deemed to be incorporated into each deed and conveyance of the Property or any portion thereof hereafter made by any other Developers of the Property, regardless of whether this Agreement is expressly referenced therein.

3. Maintenance of Landscape Areas.

A. Developer agrees to maintain all Landscape Areas (including all vegetation) on the Property, as referenced and/or depicted in the applicable zoning ordinance, as amended, free of weeds, tall grass, rubbish, brush and other objectionable, unsightly or unsanitary matter, as defined in Article 6.03 of Chapter 6 of the Town's Code of Ordinances, as amended. Further, Developer agrees that landscape maintenance obligations referenced herein include mulching of Landscape Areas, prompt replacement of dead or dying vegetation with new vegetation, mowing of Landscape Areas, where required, and other routine and regular maintenance of plants and other vegetation.

B. In the event that any Landscape Area or plants or vegetation is/are not properly maintained in accordance with this Agreement, the Town may give written notice to Developer of such failure to maintain and Developer shall promptly address such failure, taking into account the type(s) and species of such plants and vegetation and applicable planting cycles of same. After such notice, and Developer's failure to address same, Developer agrees and acknowledges that the Town shall have the right to go onto Developer's property and replace, replant or otherwise address such failure to maintain any Landscape Area or plants or vegetation, with an invoice of costs incurred by the Town being promptly provided by the Town to Developer. In the event Developer does not pay such invoice within thirty (30) days of receipt by Developer, the Town may file a lien on the Property for the costs it incurred for the work done, including a reasonable administrative fee. Any failure to maintain any Landscape Area, plants or vegetation shall not be considered a default in accordance with Paragraph 7 of this Agreement, and any obligations referenced in said Paragraph shall not be applicable to this Paragraph 2.

C. Notwithstanding any provision in this Paragraph to the contrary, the Town specifically reserves the right to take enforcement action and/or file a complaint against Developer in the Town's municipal court (or other appropriate forum) relative to weeds, tall grass, rubbish, brush and other objectionable, unsightly or unsanitary matter on the Property, in accordance with Article 6.03 of Chapter 6 of the Town's Code of Ordinances, as amended.

4. Periodic Review of the Property's Zoning by the Town Council. The Town Council reserves the right to periodically review the progress and/or scope of development of the Property pursuant to the terms of any zoning regulations applicable to the Property, and in the event any amendment(s) or revision(s) to said zoning regulations are deemed reasonably appropriate and have the written approval of the Developer, the Town may provide appropriate notices for Town consideration of same, pursuant to the provisions of Chapter 211 of the Texas Local Government Code, as amended, and the Town's Zoning Ordinance, as amended.

5. **Applicability of Town Ordinances.** Developer shall develop the Property, and construct all structures on the Property, in accordance with all applicable Town ordinances and building/construction codes.

6. **Default.** No Party shall be in default under this Agreement until notice of the alleged failure of such Party to perform has been given (which notice shall set forth in reasonable detail the nature of the alleged failure) and until such Party has been given a reasonable time to cure the alleged failure (such reasonable time determined based on the nature of the alleged failure, but in no event less than thirty (30) days after written notice of the alleged failure has been given). In addition, no Party shall be in default under this Agreement if, within the applicable cure period, the Party to whom the notice was given begins performance and thereafter diligently and continuously pursues performance until the alleged failure has been cured. If either Party is in default under this Agreement, the other Party shall have the right to enforce the Agreement in accordance with applicable law, provided, however, in no event shall any Party be liable for consequential or punitive damages

7. **Venue.** This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Denton County, Texas. Exclusive venue for any action arising under this Agreement shall lie in Denton County, Texas.

8. **Notice.** Any notices required or permitted to be given hereunder (each, a "Notice") shall be given by certified or registered mail, return receipt requested, to the addresses set forth below or to such other single address as either party hereto shall notify the other:

If to the Town: The Town of Prosper
250 W. First Street
Prosper, Texas 75078
Attention: Town Manager

If to Developer: D9 Assets LLC
Srinivas Maram
8794 Markham Drive
Frisco, TX 75035

9. **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).

10. Entire Agreement. This Agreement contains the entire agreement between the Parties hereto with respect to development of the Property 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.

11. Savings/Severability. 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.

12. Binding Agreement. A telecopied facsimile of a duly executed counterpart of this Agreement shall be sufficient to evidence the binding agreement of each party to the terms herein, including without limitation a scanned copy sent via electronic mail by either Party.

13. Authority to Execute. This Agreement shall become a binding obligation on the Parties upon execution by all Parties 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. Developer warrants and represents that the individual executing this Agreement on behalf of Developer has full authority to execute this Agreement and bind Developer to the same. The Town Council hereby authorizes the Town Manager of the Town to execute this Agreement on behalf of the Town.

14. Filing in Deed Records. This Agreement, and any and all subsequent amendments to this Agreement, shall be filed in the deed records of Denton County, Texas.

15. 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 nonbinding mediation.

16. Notification of Sale or Transfer; Assignment of Agreement. Developer shall notify the Town in writing of any sale or transfer of all or any portion of the Property, within ten (10) business days of such sale or transfer. Developer has the right (from time to time without the consent of the Town, but upon written notice to the Town) to assign this Agreement, in whole or in part, and including any obligation, right, title, or interest of Developer under this Agreement, to any person or entity (an "Assignee") that is or will become a Developer of any portion of the Property or that is an entity that is controlled by or under common control with Developer. Each assignment shall be in writing executed by Developer and the Assignee and shall obligate the Assignee to be bound

by this Agreement. A copy of each assignment shall be provided to the Town within ten (10) business days after execution. Provided that the successor Developer assumes the liabilities, responsibilities, and obligations of the assignor under this Agreement, the assigning party will be released from any rights and obligations under this Agreement as to the Property that is the subject of such assignment, effective upon receipt of the assignment by the Town. No assignment by Developer shall release Developer from any liability that resulted from an act or omission by Developer that occurred prior to the effective date of the assignment. Developer shall maintain true and correct copies of all assignments made by Developer to Assignees, including a copy of each executed assignment and the Assignee's Notice information.

17. Sovereign Immunity. The Parties agree that the Town has not waived its sovereign immunity from suit by entering into and performing its obligations under this Agreement.

18. 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.

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

20. 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.

21. Amendment. This Agreement shall not be modified or amended except in writing signed by the Parties. A copy of each amendment to this Agreement, when fully executed and recorded, shall be provided to each Party, Assignee and successor Developer of all or any part of the Property; however, the failure to provide such copies shall not affect the validity of any amendment.

22. 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.

23. Waiver of Texas Government Code § 3000.001 et seq. With respect to any and all Structures to be constructed on the Property pursuant to this Agreement, Developer hereby waives any right, requirement or enforcement of Texas Government Code §§ 3000.001-3000.005, as amended.

24. 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.

25. 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.

26. Exactions/Infrastructure Costs. Developer has been represented by legal counsel in the negotiation of this Agreement and been advised or has had the opportunity to have legal counsel review this Agreement and advise Developer, regarding Developer's rights under Texas and federal law. Developer hereby waives any requirement that the Town retain a professional engineer, licensed pursuant to Chapter 1001 of the Texas Occupations Code, to review and determine that the exactions required by the Town are roughly proportional or roughly proportionate to the proposed development's anticipated impact. Developer specifically reserves its right to appeal the apportionment of municipal infrastructure costs in accordance with § 212.904 of the Texas Local Government Code; however, notwithstanding the foregoing, Developer hereby releases the Town from any and all liability under § 212.904 of the Texas Local Government Code, as amended, regarding or related to the cost of those municipal infrastructure requirements imposed by this Agreement.

(REMAINDER OF PAGE INTENTIONALLY LEFT BLANK)

IN WITNESS WHEREOF, the parties hereto have caused this document to be executed as of the date referenced herein.

TOWN:

THE TOWN OF PROSPER, TEXAS

By: _____

Name: Mario Canizares

Title: Town Manager, Town of Prosper

STATE OF TEXAS)

)

COUNTY OF DENTON)

This instrument was acknowledged before me on the ____ day of _____, 2026, by Mario Canizares, Town Manager of the Town of Prosper, Texas, on behalf of the Town of Prosper, Texas.

Notary Public, State of Texas

My Commission Expires:

DEVELOPER:

D9 ASSETS LLC

By: _____

Name: Srinivas Maram

Title: _____

STATE OF TEXAS)

)

COUNTY OF _____)

This instrument was acknowledged before me on the ___ day of _____, 2026, by Srinivas Maram on behalf of D9 Assets LLC, known to be the person whose name is subscribed to the foregoing instrument, and that he executed the same on behalf of and as the act of Developer.

Notary Public, State of Texas

My Commission Expires:

EXHIBIT A
(Property Description & Depiction)

EXHIBIT A-1: WRITTEN METES AND BOUNDS
ZONE-26-0003

BEING a tract of land situated in the F. Wilkerson Survey, Abstract No. 1411 and the J. Morton Survey, Abstract No. 793, Town of Prosper, Denton County, Texas, and being a portion of Lot 1, Block A and a portion of Lot 2, Block A of Parvin 1385 Addition, Block A, Lots 1 and 2, according to the plat thereof recorded in Document No. 2025-228 of the Plat Records of Denton County, Texas, and all of a called 1.558 acre right of way and all of a called 0.404 acre right of way dedicated in said Parvin 1385 Addition, Block A, Lots 1 and 2, the east half of F.M. Road No. 1385, a variable width right-of-way, and the south half of Parvin Road, a variable width right-of-way, and being more particularly described as follows:

BEGINNING at a 1/2 inch iron rod found in said Parvin Road, for the northwest corner of a called 191.740 acre tract of land described in a deed to Frontier Landbank LLC, recorded in Instrument No. 2025-125290 of the Official Records of Denton County, Texas, common to the northeast corner of said 1.558 acre right-of-way dedication, same also being on the southerly line of Sutton Fields Phase 4A, an addition to the City of Celina, Texas, according to the plat thereof recorded in Instrument No. 2023-294 of the Plat Records of Denton County, Texas;

THENCE South 00°32'30" East, departing said Parvin Road and the southerly line of said Sutton Fields Phase 4A, along the easterly line of said 1.558 acre right-of-way dedication, the easterly line of said Lot 1 and the westerly line of said 191.740 acre tract, a distance of 1,583.21 feet to the southeast corner of said Lot 1, common to the northeast corner of said Lot 2;

THENCE South 89°27'23" West, departing said the westerly line of said 191.740 acre tract and along the common line of said Lot 1 and said Lot 2, a distance of 1,074.66 feet to a point for corner, from which, a 1/2 inch iron rod found for the southwest corner of said Lot 1, common to an ell corner of said Lot 2 bears South 89°27'23" West, 108.40 feet;

THENCE North 00°36'20" West, departing the common line of said Lot 1 and said Lot 2 and crossing said Lot 1, a distance of 17.95 feet to a point for corner;

THENCE South 89°23'36" West, continuing across said Lot 1, passing en route the common line of said Lot 1 and said Lot 2, and continuing along the same course and crossing said Lot 2, for a total distance of 208.51 feet to a point for corner;

THENCE South 01°32'11" West, continuing across said Lot 2, a distance of 510.55 feet to a point for corner;

THENCE South 89°30'12" West, continuing across said Lot 2, passing en route a 1/2 inch iron rod with busted plastic cap found for an ell corner of said Lot 2, common to the northeast corner of Block A, Lot 1 of Brazos Electric Parvin Substation Addition, Block A, Lot 1, an addition to the Town of Prosper, Texas, according to the plat thereof recorded in Document No 2020-418 of the Plat Records of Denton County, Texas, and continuing along the same course and along the

southerly line of said Lot 2, the southerly line of said 0.404 acre right-of-way dedication, the northerly line of said Block A, Lot 1, the northerly line of a 30-foot wide right-of-way dedicated in said Brazos Electric Parvin Substation Addition, and crossing said F.M. Road No. 1385, for a total distance of 841.87 feet to the approximate centerline of said F.M. Road No. 1385;

THENCE North 01°29'58" East, along the approximate centerline of said F.M. Road No. 1385, a distance of 573.92 feet to a point for corner;

THENCE North 89°23'26" East, departing the approximate centerline of said F.M. Road No. 1385 and crossing said F.M. Road No. 1385, passing en route a 1/2 inch iron rod found for the northwest corner of said 0.404 acre right-of-way dedication, and continuing along the same course, and along the northerly line of said 0.404 acre right-of-way dedication and said Lot 2, a distance of 940.00 feet to a 1/2 inch iron rod found for a northeast corner of said Lot 2, on the westerly line of aforesaid Lot 1;

THENCE North 00°35'37" West, along the westerly line of said Lot 1 and along the westerly line of aforesaid 1.558 acre right-of-way dedication, a distance of 1,498.96 feet to the northwest corner of said 1.558 acre right-of-way dedication, same being in the approximate centerline of said Parvin Road;

THENCE North 89°23'14" East, along the northerly line of said 1.558 acre right-of-way dedication and along the approximate centerline of said Parvin Road, a distance of 1,184.50 feet to the **POINT OF BEGINNING** and containing 54.212 acres (2,361,489 square feet) of land, more or less.

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

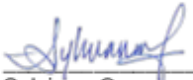

05/13/2026
Sylviana Gunawan
Registered Professional Land Surveyor No. 6461
Kimley-Horn and Associates, Inc.
6160 Warren Pkwy., Suite 210
Frisco, Texas 75034
Ph. 972-335-3580
sylviana.gunawan@kimley-horn.com



EXHIBIT B
(Building Design and Materials)

EXTERIOR APPEARANCE OF BUILDINGS:

A. Architectural Standards

1. Architectural style requirements are to be provided in accordance with the Design Standards for Office, Retail, Restaurant, Service, Automobile, Commercial, and Mixed-Use Development Standards of the Town of Prosper's Unified Development Code, Article 2, Section 2.15.C in addition to the building material requirements below:
 - a. Masonry materials shall constitute a minimum 80% of an elevation and are defined as clay fired brick, natural and manufactured stone, granite, marble, and stucco (three-step).
 - b. Non-masonry materials shall comprise a total of 20% or less of an elevation area. Non-masonry materials are only permitted at a minimum of ten feet above the ground level finish floor elevation.

Agenda Item

Conduct a Public Hearing and consider and act upon a request for a rezoning from Agricultural to a Planned Development for Event Center, Hotel, Office, Restaurant, Retail, and Tennis Club uses on Parvin 1385 Addition, Block A, Lot 1, and a portion of Lot 2, on 54.2± acres, located on the south side of Parvin Road and 930± feet east of FM 1385. (ZONE-26-0003)

Proposal

Purpose:

- Rezone the property from Agricultural to a Planned Development allowing for commercial development.

Phasing:

- Phase 1: Tennis Club and Street A
- Subsequent Phases: Remainder of Development



Surrounding Zoning

	Zoning	Current Land Use	Future Land Use Plan
Subject Property	Agricultural	Vacant	Retail and Neighborhood Services
North	N/A (City of Celina)	Residential (Single-Family)	N/A (City of Celina)
East	Planned Development-134 (Single-Family)	Vacant	Medium Density Residential
South	Agricultural	Vacant	Retail and Neighborhood Services
West	Retail	Vacant	Retail and Neighborhood Services



Future Land Use Plan

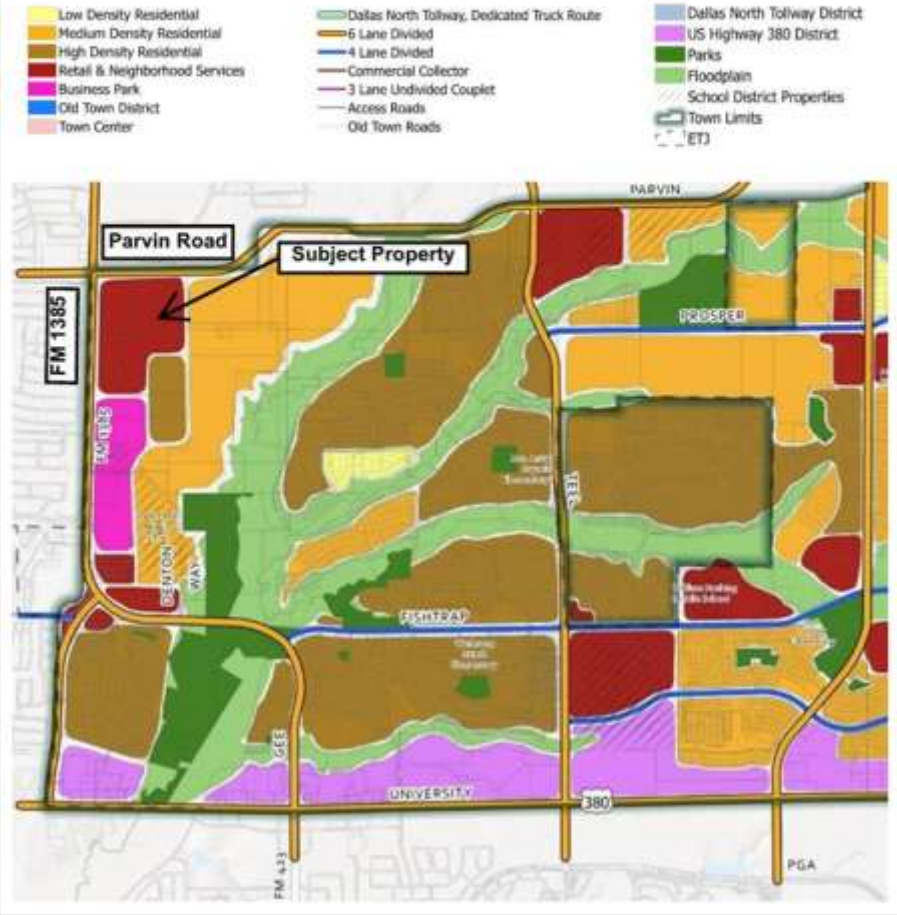
Designation:

- Retail and Neighborhood Services

Description:

- Retail establishments that provide merchandise for retail sale, banks, neighborhood office, and small medical offices.

Future Land Use Exhibit



District Regulations

	Proposed Regulations (Planned Development)	Commercial District (Unified Development Code)
Size of Yards	<p>Front: 30'</p> <p>Side: 0' (Attached, Separate Lots) 15' (Adj. to Commercial) 30' (Adj. to Thoroughfare) 30' (1-Story Adj. to Res.) 60' (2-Story Adj. to Res.)</p> <p>Rear: 0' (Attached, Separate Lots) 15' (Adj. to Commercial) 30' (1-Story Adj. to Res.) 60' (2-Story Adj. to Res.)</p>	<p>Front: 30'</p> <p>Side: 0' (Attached, Separate Lots) 15' (Adj. to Commercial) 30' (Adj. to Thoroughfare) 40' (1-Story Adj. to Res.) 60' (2-Story Adj. to Res.)</p> <p>Rear: 0' (Attached, Separate Lots) 15' (Adj. to Commercial) 40' (1-Story Adj. to Res.) 60' (2-Story Adj. to Res.)</p>
Size of Lots	<p>Area: 10,000 SF</p> <p>Width: 100'</p> <p>Depth: 100'</p>	<p>Area: 10,000 SF</p> <p>Width: 100'</p> <p>Depth: 100'</p>
Maximum Height	<p>Height: 40' (55' for Hotel Only)</p>	<p>Height: 40'</p>
Lot Coverage	<p>Maximum: 40%</p>	<p>Maximum: 50%</p>
Floor Area Ratio	<p>Maximum: 0.5:1</p>	<p>Maximum: 0.5:1</p>

District Regulations Cont.

Deviations:

- Reduced Side-Yard Setback (One Story Adj. to Residential) – **30'**
- Increase to Maximum Height for Hotels – **55'**
- Decrease in Maximum Lot Coverage – **40%**

Permitted Uses

By Right:

- Administrative, Medical, or Professional Office
- Alcoholic Beverage Sales
- Artisan's Workshop
- Bank, Savings and Loan, or Credit Union
- Beauty Salon/Barber Shop
- Building Material and Hardware Sales, Minor
- Business Service
- Catering
- College University, Trade, or Private Boarding School
- Commercial Amusement, Indoor

Permitted Uses Cont.

By Right:

- Community Center
- Convenience Store without Gas Pumps
- Civic/Convention Center
- Dry Cleaning, Minor
- Governmental Office
- Gymnastics/Dance Studio
- Health/Fitness Center
- Hotel, Full Service
- Massage Therapy, Licensed
- Meeting/Banquet/Reception Facility

Permitted Uses Cont.

By Right:

- Municipal Uses Operated by the Town of Prosper
- Museum/Art Gallery
- Print Shop, Minor
- Private Utility, Other Than Listed
- Restaurant
- Restaurant, Drive-In
- Retail/Service Incidental Use
- Retail Stores and Shops
- School, Private or Parochial
- Stealth Antenna, Commercial
- Theater, Neighborhood
- Theater, Regional

Permitted Uses Cont.

By Specific Use Permit:

- Child Care Center, Incidental
- Child Care Center, Licensed
- Convenience Store with Gas Pumps
- Mobile Food Vendor
- Pet Day Care
- Restaurant, Drive-Through

Parking

Shared Parking:

- Shared Parking Agreement
- Lots in Close Proximity (600 Feet)
- One Lot w/ Excess Spaces (In Addition to Required Spaces)

Parking Ratio:

- Sports Court (Eight Spaces per Court)

Screening

Proposal:

- A living screen is proposed in lieu of a masonry screening wall adjacent to Prosper Oaks.
 - Prosper Oaks Fencing – Board on Board Wood Fence

Plantings:

- The living screen will consist of a continuous row of evergreen trees and shrubs.
 - Evergreen Trees – Planted on 30-Foot Centers
 - Evergreen Shrubs – Four Feet at Installation and Six Feet at Maturity

Internal Roadway

Street A:

- Constructed through the interior of the development from Parvin Road to FM 1385.
- Provide access throughout the site and frontage onto a public right-of-way for the interior lots.

Architectural Standards

Building Materials:

- Masonry Construction (Min. of 80%)
 - Clay Fired Brick
 - Granite
 - Marble
 - Natural and Manufactured Stone
 - Stucco (Three-Step)
- Non-Masonry Construction (Max. of 20%)
 - Required to start ten feet above the ground level finish floor elevation.



General Character of Garden Office

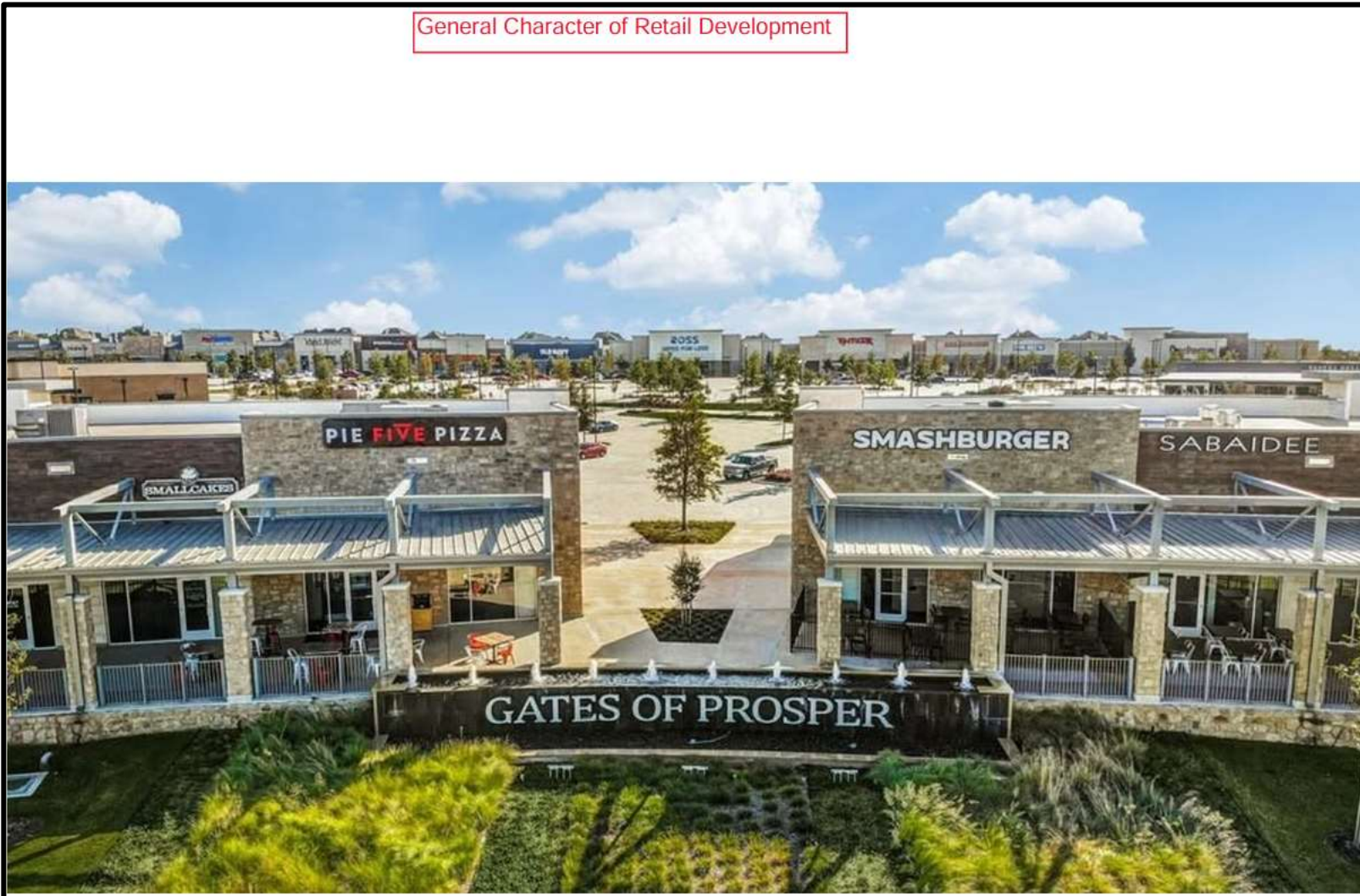


General Character of Garden Office





General Character of Retail Development



General Character of Hotel Development





General Character of Tennis Academy



Open Space

Per Lot:

- A minimum of five percent of open space is required for each commercial lot.

Aggregate Area:

- A minimum of 12 percent of open space is required for the aggregate area of the proposed development.

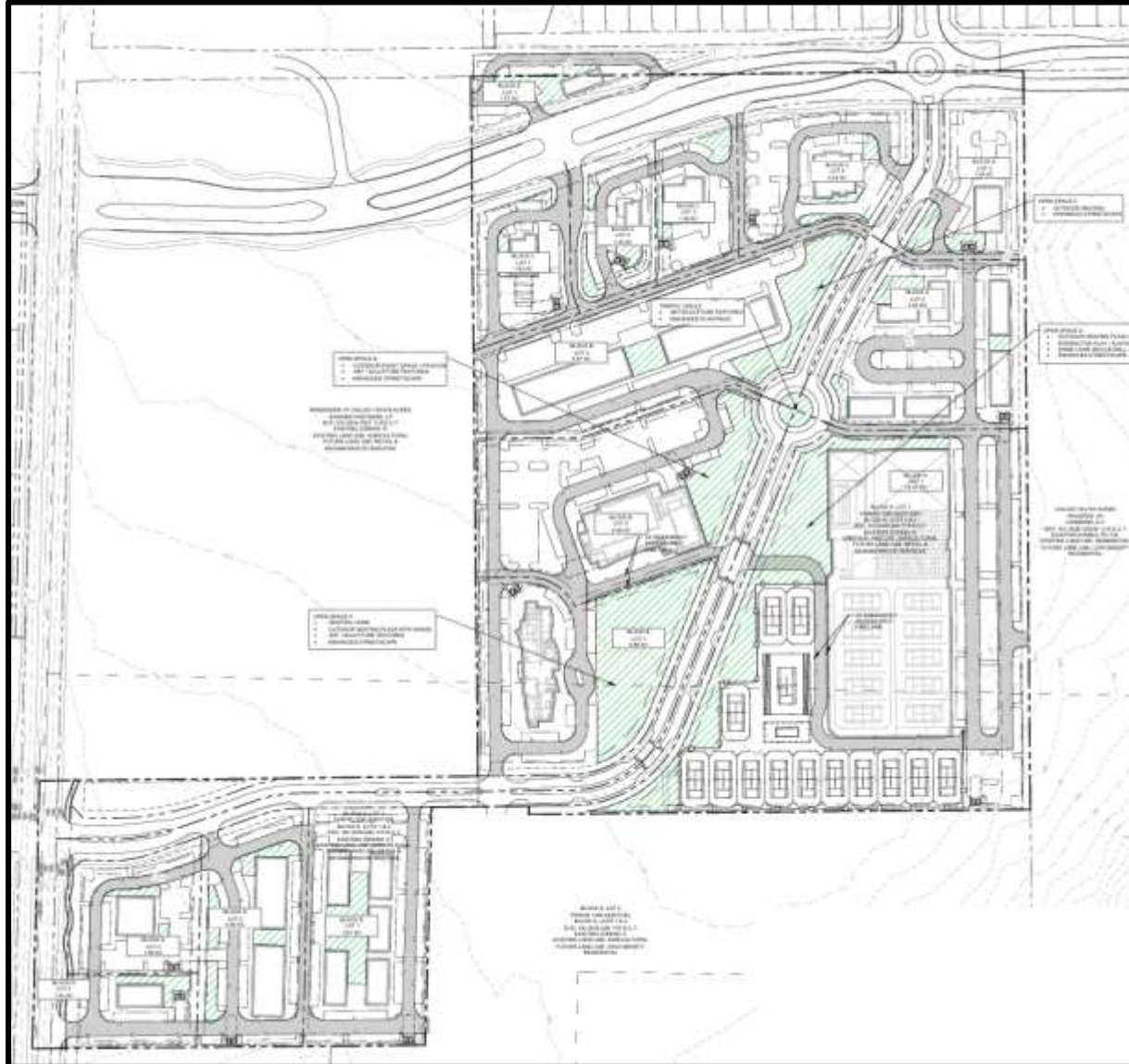
Amenities:

- Amenities from the list on the next page will be provided in these open space areas.

Open Space Cont.

Amenities:

- Art / Sculpture Features
- Benches and Seating
- Fitness Equipment, Playground Equipment, and Other Recreational Equipment
- Game Lawn Areas (Bocce Ball, Cornhole, etc.)
- Green Space and Open Space
- Outdoor Event Space / Pavillion
- Pedestrian-Scale Lighting (Including Festoon Lighting)
- Performance Venue
- Shaded Structures
- Splash Pads
- Other Amenities as Determined by the Director of Development Services





General Character of Public Open Space







Example of Recreational Areas for Use by All Age Groups



Example of Recreational Areas for Use by All Age Groups



Fitness Equipment integrated into Public Open Space





General Streetscape with proximity of landscape to traffic and pedestrian circulation

Recommendation

Town Staff:

- Town Staff recommends approval of the Planned Development.

Planning and Zoning Commission:

- Planning and Zoning Commission recommended approval of the Planned Development. (6-0)

Noticing:

- Friday, May 22nd



ENGINEERING SERVICES

To: Mayor and Town Council

From: Alexis Turner, P.E., Civil Engineer

Through: Mario Canizares, Town Manager
 Chuck Ewings, Assistant Town Manager
 Hulon T. Webb, Jr., P.E., Director of Engineering Services
 Pete Anaya, P.E., Assistant Director of Engineering Services – Capital Projects

Re: Eminent Domain – First Street (Coleman-Craig)

Town Council Meeting – June 23, 2026

Strategic Visioning Priority: Accelerate Infrastructure Delivery

Agenda Item:

Consider and act upon a Resolution of the Town Council of the Town of Prosper, Texas, declaring the necessity to acquire certain properties for right-of-way and easements for the construction of the First Street (Coleman – Craig) project; determining the public use and necessity for such acquisition; authorizing the acquisition of property rights necessary for said Project; appointing an appraiser and negotiator as necessary; authorizing the Town Manager to establish just compensation for the property rights to be acquired; authorizing the Town Manager to take all steps necessary to acquire the needed property rights in compliance with all applicable laws and resolutions; and authorizing the Town Attorney to institute condemnation proceedings to acquire the property if purchase negotiations are not successful.

Description of Agenda Item:

The Town is in the process of developing engineering plans for the construction of the First Street (Coleman – Craig) project. To facilitate the construction of the project, it is necessary for the Town to acquire right-of-way and easements. The twenty (20) properties are identified in the attached Resolution, and the Location Map included with this agenda item depicts the properties affected. As with other similar road construction projects, it is not anticipated that all parcels will require the use of eminent domain to complete the acquisition process, however, staff is requesting advance authorization to pursue acquisition by eminent domain if standard negotiations are unsuccessful.

Budget Impact:

N/A

Legal Obligations and Review:

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

Attached Documents:

1. Resolution
2. Location Map

Town Staff Recommendation:

Town staff recommends that the Town Council of the Town of Prosper, Texas, approve the attached Resolution declaring the necessity to acquire certain properties for right-of-way and easements for the construction of the First Street (Coleman – Craig) project with such properties being more particularly described in the attached Resolution; determining the public use and necessity for such acquisition; authorizing the acquisition of property rights necessary for said Project; appointing an appraiser and negotiator as necessary; authorizing the Town Manager to establish just compensation for the property rights to be acquired; authorizing the Town Manager to take all steps necessary to acquire the needed property rights in compliance with all applicable laws and resolutions; and authorizing the Town Attorney to institute condemnation proceedings to acquire the property if purchase negotiations are not successful.

Proposed Motion:

I move to approve the attached Resolution declaring the necessity to acquire certain properties for right-of-way and easements for the construction of the First Street (Coleman – Craig) project with such properties being more particularly described in the attached Resolution; determining the public use and necessity for such acquisition; authorizing the acquisition of property rights necessary for said Project; appointing an appraiser and negotiator as necessary; authorizing the Town Manager to establish just compensation for the property rights to be acquired; authorizing the Town Manager to take all steps necessary to acquire the needed property rights in compliance with all applicable laws and resolutions; and authorizing the Town Attorney to institute condemnation proceedings to acquire the property if purchase negotiations are not successful.

Please note: Pursuant to Section 2206.053(c) of the Texas Government Code, if two (2) or more council members object to adopting this single Resolution for all the properties referenced therein, a separate record vote must be taken for each unit of property.

This item requires a roll call vote.

TOWN OF PROSPER, TEXAS

RESOLUTION NO. 2026-XX

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF PROSPER, TEXAS, DECLARING THE NECESSITY TO ACQUIRE CERTAIN REAL PROPERTIES FOR RIGHT-OF WAY, DRAINAGE EASEMENTS, AND TEMPORARY CONSTRUCTION EASEMENTS FOR THE CONSTRUCTION OF THE FIRST STREET (COLEMAN - CRAIG) PROJECT; DETERMINING THE PUBLIC USE AND NECESSITY FOR SUCH ACQUISITIONS; AUTHORIZING THE ACQUISITION OF PROPERTY RIGHTS NECESSARY FOR SAID PROJECT; APPOINTING AN APPRAISER AND NEGOTIATOR AS NECESSARY; AUTHORIZING THE TOWN MANAGER OF THE TOWN OF PROSPER, TEXAS, TO ESTABLISH JUST COMPENSATION FOR THE PROPERTY RIGHTS TO BE ACQUIRED; AUTHORIZING THE TOWN MANAGER TO TAKE ALL STEPS NECESSARY TO ACQUIRE THE NEEDED PROPERTY RIGHTS IN COMPLIANCE WITH ALL APPLICABLE LAWS AND RESOLUTIONS; AND AUTHORIZING THE TOWN ATTORNEY TO INSTITUTE CONDEMNATION PROCEEDINGS TO ACQUIRE THE PROPERTY IF PURCHASE NEGOTIATIONS ARE NOT SUCCESSFUL; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Town Council of the Town of Prosper, Texas (the "Town Council"), has determined that there exists a public necessity to acquire certain property interests for the construction of the First Street (Coleman-Craig) project, the location of which is generally set forth in the exhibits attached to this resolution; and

WHEREAS, the Town Council desires to acquire the property interests (collectively referred to as the "Property"), as more particularly described in the exhibits attached to this Resolution, for this governmental and public use in conjunction with the Town of Prosper's construction of the First Street (Coleman-Craig) project ("Project"); and

WHEREAS, the Town Council desires that the Town Manager, or his designee, take all necessary steps to acquire the Property for the Project including, but not limited to, the retention of appraisers, engineers, and other consultants and experts, and that the Town Attorney, or his designee, negotiate the purchase of the Property for the Project, and if unsuccessful in purchasing the Property for the Project, to institute condemnation proceedings to acquire the Property.

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

SECTION 1

All of the above premises are hereby found to be true and correct legislative and factual findings of the Town of Prosper, Texas, and they are hereby approved and incorporated into the body of this Resolution as if copied in their entirety.

SECTION 2

The Town Council hereby finds and determines that a public use and necessity exists for the Town of Prosper, Texas, to acquire the following Property for the Project, as more particularly described in the Exhibits referenced herein:

EXHIBIT DESCRIPTION / INTEREST TO BE ACQUIRED

- 1 Parcel 1 Approximately 0.0206-acre, 896 square foot tract of land situated in the Collin County School Land Survey No. 12, Abstract Number 147, Town of Prosper, Collin County, Texas, being part of that called 0.536-acre tract of land described by Warranty Deed with Vendor's Lien to Paul and Pacharakorn Thienvanich, recorded in Instrument Number 20141219001385860, Official Public Records, Collin County, Texas
- 2 Parcel 2 Approximately 0.0191-acre, 833 square foot tract of land situated in the Collin County School Land Survey No. 12, Abstract Number 147, Town of Prosper, Collin County, Texas, being part of that called 0.496-acre tract of land described by Warranty Deed with Vendor's Lien to Paul Thienvanich and Mark Thienvanich, recorded in Instrument Number 20170718000940600, Official Public Records, Collin County, Texas
- 3 Parcel 3 0.0201-acre, 876 square foot tract of land situated in the Collin County School Land Survey No. 12, Abstract Number 147, Town of Prosper, Collin County, Texas, being part of that called 0.52-acre tract of land described by General Warranty Deed to Paul Thienvanich, recorded in Instrument Number 202200108255, Official Public Records, Collin County, Texas
- 4 Parcel 4 Approximately 0.0199-acre, 866 square foot tract of land situated in the Collin County School Land Survey No. 12, Abstract Number 147, Town of Prosper, Collin County, Texas, being part of that certain tract of land conveyed by Divorce Deed to Christopher Max Hughes, recorded in Instrument Number 20210521001028260 and described in Instrument Number 19970705000536700, Official Public Records, Collin County, Texas
- 5 Parcel 5 Approximately 0.0246-acre, 1,070 square foot tract of land situated in the Collin County School Land Survey No. 12, Abstract Number 147, Town of Prosper, Collin County, Texas, being part of that certain tract of land described by Warranty Deed to The Betty C. Wimberly Living Trust, recorded in Instrument Number 2023000104473, Official Public Records, Collin County, Texas
- 6 Parcel 6 Approximately 0.0205-acre, 893 square foot tract of land situated in the Collin County School Land Survey No. 12, Abstract Number 147, Town of Prosper, Collin County, Texas, being part of that certain tract of land described by Warranty Deed Reserving Live Estate to Aaron Roy Potvin, recorded in Instrument Number 20200918001588220, Official Public Records, Collin County, Texas
- 7 Parcel 7 Approximately 0.0205-acre, 895 square foot tract of land situated in the Collin County School Land Survey No. 12, Abstract Number 147, Town of Prosper, Collin County, Texas, being part of called 0.512-acre tract of land described by Warranty Deed with Vendor's Lien to Sean Stansell, recorded in Volume 4648, Page 2911, Deed Records, Collin County, Texas
- 8 Parcel 8 Approximately a 0.0207-acre, 900 square foot tract of land situated in the Collin County School Land Survey No. 12, Abstract Number 147, Town of Prosper, Collin County, Texas, being part of that certain tract of land described by Warranty Deed with Vendor's Lien to Sean Stansell and Hollyn Williams, recorded in Instrument Number 20100818000860400, Official Public Records, Collin County, Texas

- 9 Parcel 10 Approximately 0.0205-acre, 893 square foot tract of land situated in the Collin County School Land Survey No. 12, Abstract Number 147, Town of Prosper, Collin County, Texas, being part of that certain tract of land described by General Warranty Deed to Metro Auto Car, INC., recorded in Instrument Number 20070320000375710, Official Public Records, Collin County, Texas
- 10 Parcel 12 Approximately 0.0103-acre, 450 square foot tract of land situated in the Collin County School Land Survey No. 12, Abstract Number 147, Town of Prosper, Collin County, Texas, being part of that certain tract of land described by General Warranty Deed to Vivid Partners, LLC, recorded in Instrument Number 20220302000343120, Official Public Records, Collin County, Texas
- 11 Parcel 14 Approximately 0.0125-acre, 545 square foot tract of land situated in the Collin County School Land Survey No. 12, Abstract Number 147, Town of Prosper, Collin County, Texas, being part of that certain tract of land described by Warranty Deed to Ernest Mahard, recorded in Volume 417, Page 441, and Quit-claim Deed, recorded in Volume 430, Page 276, Deed Records, Collin County, Texas,
- 12 Parcel 15 Approximately 0.0128-acre, 558 square foot tract of land situated in the Collin County School Land Survey No. 12, Abstract Number 147, Town of Prosper, Collin County, Texas, being part of that certain tract of land described by Warranty Deed with Vendor's Lien to Roberto J. Alejos and Lucia Gonzales Dealejos, recorded in Volume 4853, Page 1167, Deed Records, Collin County, Texas
- 13 Parcel 16 Approximately 0.0061-acre, 264 square foot tract of land situated in the Collin County School Land Survey No. 12, Abstract Number 147, Town of Prosper, Collin County, Texas, being part of that certain tract of land described by metes and bounds in Warranty Deed to Conrad Properties, LLC, recorded in Instrument Number 2022000111828, Official Public Records, Collin County, Texas
- 14 Parcel 17 Approximately 0.0087-acre, 378 square foot tract of land situated in the Collin County School Land Survey No. 12, Abstract Number 147, Town of Prosper, Collin County, Texas, being part of that certain tract of land described by Special Warranty Deed with Vendor's Lien to St Mark Coptic Orthodox Church of Frisco, Tract 3, recorded in Instrument Number 20211115002329420, Official Public Records, Collin County, Texas
- 15 Parcel 18 Approximately 0.0163-acre, 710 square foot tract of land situated in the Collin County School Land Survey No. 12, Abstract Number 147, Town of Prosper, Collin County, Texas, being part of that certain tract of land described by Warranty Deed to Sara Sangani, recorded in Instrument Number 20171211001630830, Official Public Records, Collin County, Texas
- 16 Parcel 22 Approximately 0.0028-acre, 122 square foot tract of land situated in the Collin County School Land Survey No. 12, Abstract Number 147, Town of Prosper, Collin County, Texas, being part of that certain tract of land described by General Warranty Deed with Vendor's Lien in Favor of Third Party to Elvia Convento Velez and Efrain Convento Franco, recorded in Volume 4619, Page 4, Official Public records, Collin County, Texas, and being Lots 1 and 2, Block 23 of Bryant's Addition, recorded in Volume 116, Page 162, Deed Records, Collin County, Texas

- 17 Parcel 25 Approximately 0.0485-acre, 2,114 square foot tract of land situated in the Collin County School Land Survey No. 12, Abstract Number 147, Town of Prosper, Collin County, Texas, being part of that certain tract of land described by Special Warranty Deed with Vendor's Lien to First Baptist Church Prosper, Texas, recorded in Instrument Number 2022000069608, Official Public Records, Collin County, Texas
- 18 Parcel 26 Approximately a 0.0835-acre, 3,638 square foot tract of land situated in the Collin County School Land Survey No. 12, Abstract Number 147, Town of Prosper, Collin County, Texas, being part of that certain tract of land described by Correction General Warranty Deed to LRS Ventures LLC and LRS Enterprises LLC, recorded in Instrument Number 2025000034899, Official Public Records, Collin County, Texas
- 19 Parcel 27 Approximately 0.0360-acre, 1,570 square foot tract of land situated in the Collin County School Land Survey No. 12, Abstract Number 147, Town of Prosper, Collin County, Texas, being part of that certain tract of land described by Warranty Deed to Monte and Barbara Kauffman, recorded in Volume 2904, Page 892, Deed Records, Collin County, Texas
- 20 Parcel 28 Approximately 0.0113-acre, 490 square foot tract of land situated in the Collin County School Land Survey No. 12, Abstract Number 147, Town of Prosper, Collin County, Texas, being part of that certain tract of land described by Warranty Deed with Vendor's Lien to Hollman Holdings, LLC, recorded in Instrument Number 20190830001065010, Official Public Records, Collin County, Texas

SECTION 3

The Town Manager, or his designee, is authorized and directed to negotiate for and to acquire the Property for the Project, for the Town of Prosper, Texas, and to acquire said rights in compliance with State and Federal law. The Town Manager is specifically authorized and directed to do each and every act necessary to acquire the Property for the Project including, but not limited to, the authority to negotiate, give notices, make written offers to purchase, prepare contracts, to retain and designate a qualified appraiser of the property interests to be acquired, as well as any other experts or consultants that he deems necessary for the acquisition process and, if necessary, to institute proceedings in eminent domain.

SECTION 4

The Town Manager, or any individual he may so designate, is appointed as negotiator for the acquisition of the Property for the Project, and, as such, the Town Manager is authorized and directed to do each and every act and deed hereinabove specified or authorized by reference, subject to the availability of funds appropriated by the Town Council for such purpose. The Town Manager is specifically authorized to establish the just compensation for the acquisition of the Property. If the Town Manager or his designee determines that an agreement as to damages or compensation cannot be reached, then the Town Attorney or his designee is hereby authorized and directed to file or cause to be filed, against the owners and interested parties of the needed property interests, proceedings in eminent domain to acquire the Property for the Project.

SECTION 5

This Resolution is effective immediately upon its passage.

DULY PASSED AND APPROVED BY THE TOWN COUNCIL OF THE TOWN OF PROSPER, TEXAS, BY A VOTE OF ___ TO ___ ON THIS THE 9TH DAY OF JUNE, 2026.

David F. Bristol, Mayor

ATTEST:

Michelle Lewis Sirianni, Town Secretary

APPROVED AS TO FORM AND LEGALITY:

Terrence S. Welch, Town Attorney

EXHIBIT "A"
Parcel 1
Paul and Pacharakorn Thienvanich
Metes and Bounds Description

Being a 0.0206-acre, 896 square foot tract of land situated in the Collin County School Land Survey No. 12, Abstract Number 147, Town of Prosper, Collin County, Texas, being part of that called 0.536-acre tract of land described by Warranty Deed with Vendor's Lien to Paul and Pacharakorn Thienvanich, recorded in Instrument Number 20141219001385860, Official Public Records, Collin County, Texas, and being more particularly described as follows:

BEGINNING at a found 1/2-inch iron rod in the south line of First Street, a variable width right-of-way, no deed found, at the northeast corner of said 0.536-acre tract, and being the northwest corner of a called 0.496-acre tract of land to Paul Thienvanich and Mark Thienvanich, recorded in Instrument Number 20170718000940600, Official Public Records, Collin County, Texas, also being the POINT OF BEGINNING of the herein described tract and having the following coordinates on the Texas Coordinate System of 1983, North Central Zone, NAD83(2011);

X: 2,489,272.89

Y: 7,135,940.43

THENCE S 00°28'53" E, with the east line of said 0.536-acre tract and the west line of said 0.496-acre tract, a distance of 11.56 feet to a set 5/8-inch capped iron rod with pink plastic cap stamped "GRANTHAM 10127900", from which a found 5/8-inch iron rod with yellow plastic cap stamped "RPLS 5587" for witness bears S 00°28'53" E, a distance of 293.59 feet, from which the southeast corner of said 0.536-acre tract bears N 00°28'53" W, a distance of 5.14 feet;

THENCE S 89°41'28" W, leaving said common line, over and across said 0.536-acre tract, a distance of 77.80 feet to a set 5/8-inch capped iron rod with pink plastic cap stamped "GRANTHAM 10127900" in the west line of said 0.536-acre tract, and being in the east line of a tract of land to Prosper Independent School District, recorded in Instrument Number 20210224000358070, Collin County, Texas, from which a found 1/2-inch iron rod bears S 00°27'25" E, a distance of 288.52 feet for the southwest corner of said 0.536-acre tract;

THENCE N 00°27'25" W, with the west line of said 0.536-acre tract and the east line of said School District tract, a distance of 11.48 feet a found Mag Nail in the south line of said First Street;

THENCE N 89°38'16" E, leaving said common line, with the south line of said First Street and the north line of said 0.536-acre tract, a distance of 77.79 feet to the POINT OF BEGINNING and containing 0.0206 acres or 896 square feet of land.

9/26/2025

Blake Sudduth, RPLS, Texas Registration No. 6631
6570 Naaman Forest Blvd., Suite 200, L.B. 2
Garland, Texas 75044
Firm Number. 10127900



Notes:

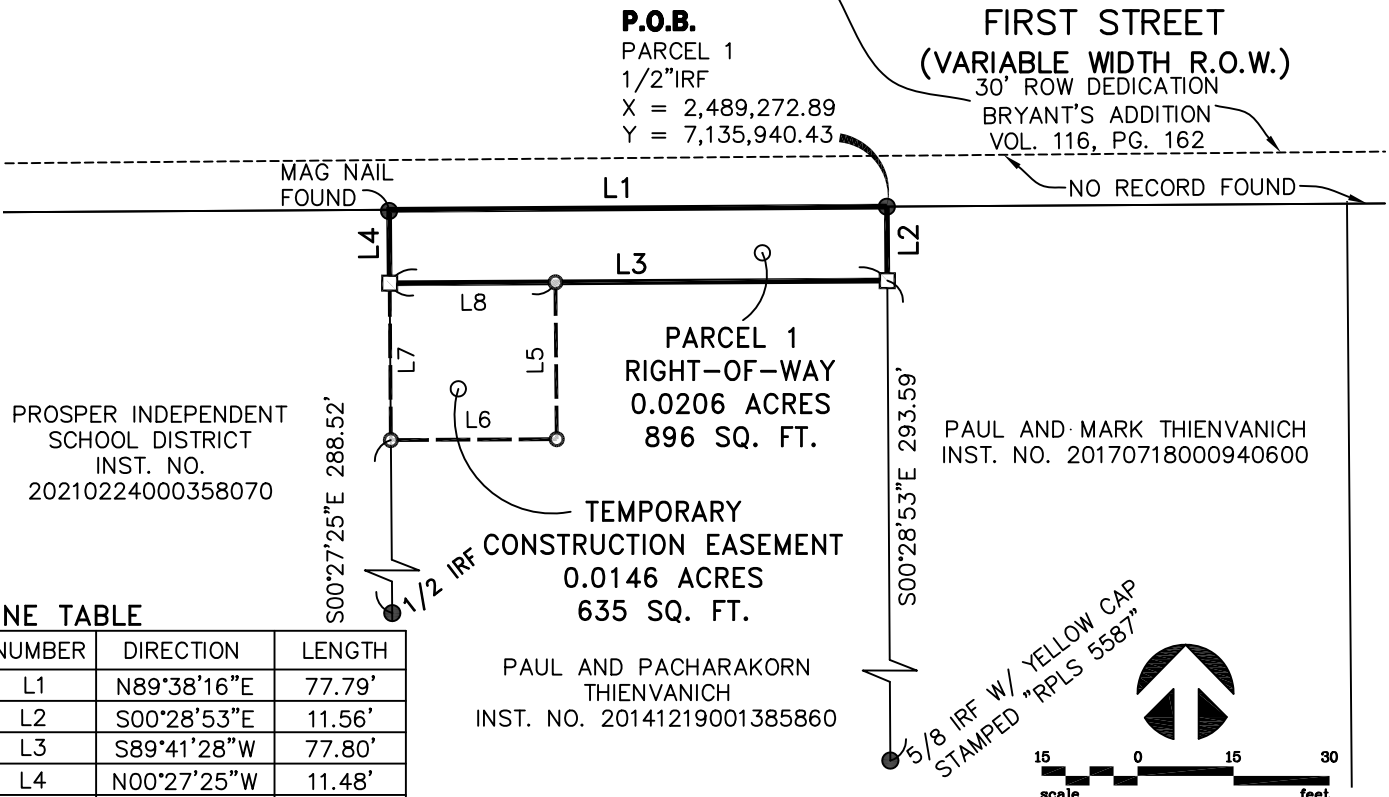
1. All bearings and coordinates herein are on the Texas Coordinate System of 1983, North Central Zone, NAD83(2011). All labeled distances are scaled to the surface using the reciprocal (1.000152710) of the project combined scale factor (0.999847313). The system was established on site using the Allterra Central Trimble RTKNET.
2. All record references are to those of the Collin County Clerk unless otherwise noted.
3. A drawing of even date accompanies this description.

PARVIN STREET
(60' R.O.W.)
BRYANT'S ADDITION
VOL. 116, PG. 162

COLLIN COUNTY SCHOOL LAND
SURVEY NO. 12
ABSTRACT NO. 147

SARA SANGANI
INST. NO. 20171211001630830

TRACT 3
ST MARK COPTIC ORTHODOX
CHURCH OF FRISCO
INST. NO. 20211115002329420



PROSPER INDEPENDENT
SCHOOL DISTRICT
INST. NO.
20210224000358070

PAUL AND MARK THIENVANICH
INST. NO. 20170718000940600

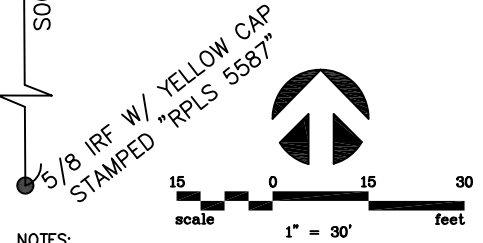
PAUL AND PACHARAKORN
THIENVANICH
INST. NO. 20141219001385860

LINE TABLE

NUMBER	DIRECTION	LENGTH
L1	N89°38'16"E	77.79'
L2	S00°28'53"E	11.56'
L3	S89°41'28"W	77.80'
L4	N00°27'25"W	11.48'
L5	S00°27'25"E	24.50'
L6	S89°41'28"W	25.91'
L7	N00°27'25"W	24.50'
L8	N89°41'28"E	25.91'

LEGEND:

- P.O.B. = POINT OF BEGINNING
- P.O.C. = POINT OF COMMENCEMENT
- VOL. PG. = VOLUME, PAGE
- INST. NO. = INSTRUMENT NUMBER
- IRF = IRON ROD FOUND
- = MONUMENT FOUND
- = 5/8" IRON ROD WITH PINK PLASTIC CAP STAMPED "GRANTHAM 10127900" SET
- = POINT FOR CORNER



- NOTES:**
- All bearings and coordinates herein are on the Texas Coordinate System of 1983, North Central Zone, NAD83 (2011). All labeled distances are scaled to the surface using the inverse (1.000152710) of the project combined scale factor (0.999847313). The system was established on site using the Allterra Central Trimble RTKNET.
 - All record references are to those of the Collin County Clerk unless otherwise noted.
 - A legal description of even date accompanies this drawing.

I, Blake Sudduth, RPLS 6631, hereby certify that this survey was performed in compliance with the land surveying rules of the Texas Board of Professional Engineers and Land Surveyors and was performed in the field under my direction.

Blake Sudduth
9/26/2025
Blake Sudduth, RPLS 6631



TBPELS ENGR. F-5438; SURV. 10127900

9/24/2025

Grantham & Associates
An LJB Engineering Company

6570 NAAMAN FOREST BLVD., SUITE 200, L.B. 2
GARLAND, TEXAS 75044

(972) 864-2333 (TEL)

1 THIENVANICH

TOWN OF PROSPER R.O.W. DEDICATION
PARCEL 1
FIRST STREET (COLEMAN-CRAIG) PROJECT (PRJ# 2305-ST)
OWNER: PAUL AND PACHARAKORN THIENVANICH
0.0206 ACRES OR 896 SQUARE FEET

EXHIBIT "A"
PAGE 3 OF 3

COLLIN COUNTY, TEXAS

EXHIBIT "A"
Parcel 2
Paul Thienvanich and Mark Thienvanich
Metes and Bounds Description

Being a 0.0191-acre, 833 square foot tract of land situated in the Collin County School Land Survey No. 12, Abstract Number 147, Town of Prosper, Collin County, Texas, being part of that called 0.496-acre tract of land described by Warranty Deed with Vendor's Lien to Paul Thienvanich and Mark Thienvanich, recorded in Instrument Number 20170718000940600, Official Public Records, Collin County, Texas, and being more particularly described as follows:

BEGINNING at a found 1/2-inch iron rod in the south line of First Street, a variable width right-of-way, no deed found, at the northwest corner of said 0.496-acre, and being the northeast corner of a called 0.536-acre tract to Paul and Pacharakorn Thienvanich, recorded in Instrument Number 20170718000940600, Official Public Records, Collin County, Texas, also being the POINT OF BEGINNING of the herein described tract and having the following coordinates on the Texas Coordinate System of 1983, North Central Zone, NAD83(2011);

X: 2,489,272.89

Y: 7,135,940.43

THENCE N 89°38'16" E, leaving the east line of said 0.536-acre tract, with the south line of said First Street and the north line of said 0.496-acre tract, a distance of 71.91 feet to a point for the northwest corner of a called 0.52-acre tract of land to Paul Thienvanich, recorded in Instrument Number 2022000108255, Official Public Records, Collin County, Texas, from which a found 5/8-inch iron rod with yellow plastic cap stamped "RPLS 5587" bears N 00°27'57" W, a distance of 0.30 feet;

THENCE S 00°27'57" E, leaving the south line of said First Street and with the east line of said 0.496-acre tract and west line of said 0.52-acre tract, a distance of 11.62 feet to a set 5/8-inch capped iron rod with pink plastic cap stamped "GRANTHAM 10127900", from which a found 1/2-inch iron rod with yellow plastic cap stamped "BURNS SURVEYING" bears S 00°27'57" E, a distance of 288.38 feet for the southeast corner of said 0.496-acre tract;

THENCE S 89°41'28" W, leaving said common line, over and across said 0.496-acre tract, a distance of 71.91 feet to a set 5/8-inch capped iron rod with pink plastic cap stamped "GRANTHAM 10127900" in the east line of said 0.496-acre tract, and being in the west line of said 0.536-acre tract, from which a found 5/8-inch iron rod with yellow plastic cap stamped "RPLS 5587" for witness bears S 00°28'53" E, a distance of 293.59 feet;

THENCE N 00°28'53" W, with said common line, a distance of 11.56 feet to the POINT OF BEGINNING and containing 0.0191 acres or 833 square feet of land.

9/26/2025

Blake Sudduth, RPLS, Texas Registration No. 6631
6570 Naaman Forest Blvd., Suite 200, L.B. 2
Garland, Texas 75044
Firm Number. 10127900



Notes:

1. All bearings and coordinates herein are on the Texas Coordinate System of 1983, North Central Zone, NAD83(2011). All labeled distances are scaled to the surface using the reciprocal (1.000152710) of the project combined scale factor (0.999847313). The system was established on site using the Allterra Central Trimble RTKNET.
2. All record references are to those of the Collin County Clerk unless otherwise noted.
3. A drawing of even date accompanies this description.

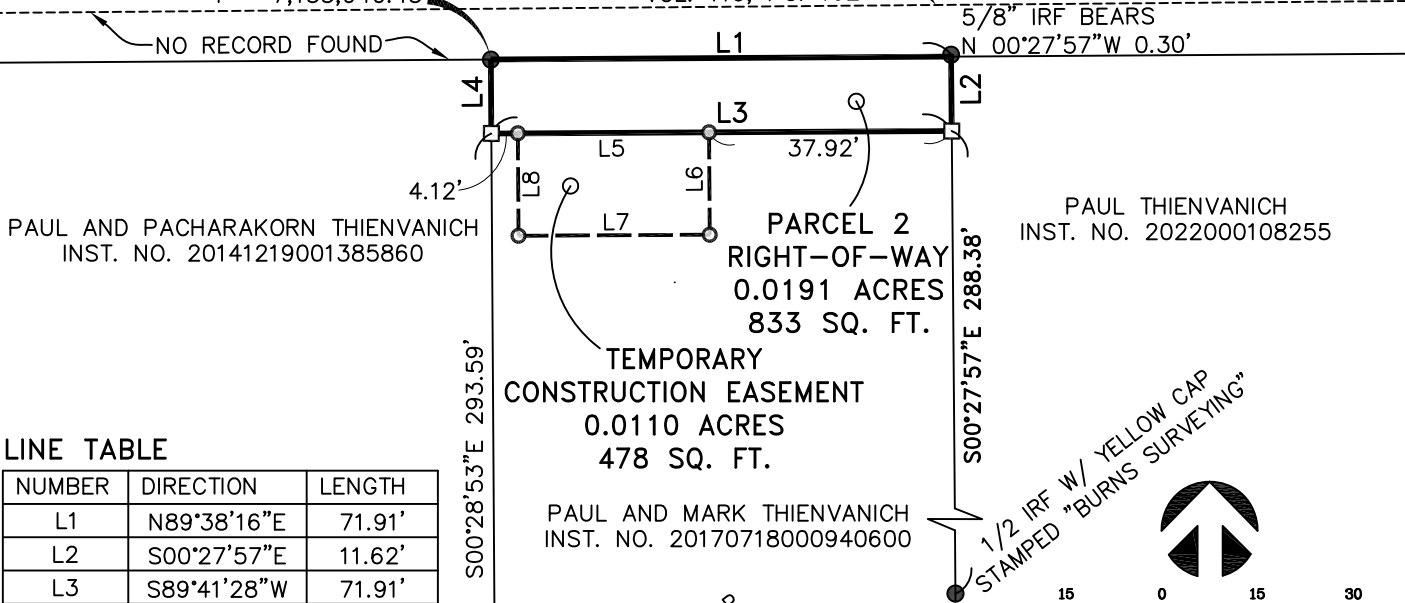
COLLIN COUNTY SCHOOL LAND
 SURVEY NO. 12
 ABSTRACT NO. 147

SARA SANGANI
 INST. NO. 20171211001630830

TRACT 3
 ST MARK COPTIC ORTHODOX CHURCH OF FRISCO
 INST. NO. 20211115002329420

P.O.B.
 PARCEL 2
 1/2"IRF
 X = 2,489,272.89
 Y = 7,135,940.43

FIRST STREET
 (VARIABLE WIDTH R.O.W.)
 30' ROW DEDICATION
 BRYANT'S ADDITION
 VOL. 116, PG. 162



LINE TABLE

NUMBER	DIRECTION	LENGTH
L1	N89°38'16"E	71.91'
L2	S00°27'57"E	11.62'
L3	S89°41'28"W	71.91'
L4	N00°28'53"W	11.56'
L5	N89°41'28"E	29.87'
L6	S00°21'44"E	16.00'
L7	S89°41'28"W	29.87'
L8	N00°21'44"W	16.02'

LEGEND:

- P.O.B. = POINT OF BEGINNING
- P.O.C. = POINT OF COMMENCEMENT
- VOL. PG. = VOLUME, PAGE
- INST. NO. = INSTRUMENT NUMBER
- IRF = IRON ROD FOUND
- = MONUMENT FOUND
- = 5/8" IRON ROD WITH PINK PLASTIC CAP STAMPED "GRANTHAM 10127900" SET
- = POINT FOR CORNER

I, Blake Sudduth, RPLS 6631, hereby certify that this survey was performed in compliance with the land surveying rules of the Texas Board of Professional Engineers and Land Surveyors and was performed in the field under my direction.

Blake Sudduth 9/26/2025



- NOTES:**
- All bearings and coordinates herein are on the Texas Coordinate System of 1983, North Central Zone, NAD83 (2011). All labeled distances are scaled to the surface using the inverse (1.000152710) of the project combined scale factor (0.999847313). The system was established on site using the Allterra Central Trimble RTKNET.
 - All record references are to those of the Collin County Clerk unless otherwise noted.
 - A legal description of even date accompanies this drawing.

9/24/2025

2 THIENVANICH

Grantham & Associates
 An LJB Engineering Company

6570 NAAMAN FOREST BLVD., SUITE 200, L.B. 2
 GARLAND, TEXAS 75044 (972) 864-2333 (TEL)

TOWN OF PROSPER PARCEL 2
 RIGHT-OF-WAY DEDICATION
 FIRST STREET (COLEMAN-CRAIG) PROJECT (PRJ# 2305-ST)
 OWNER: PAUL AND MARK THIENVANICH
 0.0191 ACRES OR 833 SQUARE FEET

EXHIBIT "A"
PAGE 3 OF 3

COLLIN COUNTY, TEXAS

TBPELS ENGR. F-5438; SURV. 10127900

EXHIBIT "A"
Parcel 3
Paul Thienvanich
Metes and Bounds Description

Being a 0.0201-acre, 876 square foot tract of land situated in the Collin County School Land Survey No. 12, Abstract Number 147, Town of Prosper, Collin County, Texas, being part of that called 0.52-acre tract of land described by General Warranty Deed to Paul Thienvanich, recorded in Instrument Number 202200108255, Official Public Records, Collin County, Texas, and being more particularly described as follows:

COMMENCING at a found 1/2-inch iron rod in the south line of First Street, a variable width right-of-way, no deed found, at the northeast corner of a tract of land to Christopher Max Hughes and Myra L. Hughes, recorded in Instrument Number 19970705000536700, Official Public Records, Collin County, Texas;

THENCE S 89°38'16" W, with the south line of said First Street and the north line of said Hughes tract, a distance of 73.90 feet to a point for the northeast corner of said 0.52-acre tract and the northwest corner of said Hughes tract, from which a found 1/2-inch iron rod with yellow plastic cap stamped "BURNS SURVEYING" bears N 00°37'37" W, a distance of 0.30 feet, and being the POINT OF BEGINNING of the herein described tract and having the following coordinates on the Texas Coordinate System of 1983, North Central Zone, NAD83(2011);

X: 2,489,419.90

Y: 7,135,941.36

THENCE S 00°37'37" E, leaving the south line of said First Street, with the east line of said 0.52-acre tract and the west of said Hughes tract, a distance of 11.69 feet to a set 5/8-inch capped iron rod with pink plastic cap stamped "GRANTHAM 10127900";

THENCE S 89°41'28" W, leaving said common line, over and across said 0.52-acre tract, a distance of 75.15 feet to a set 5/8-inch capped iron rod with pink plastic cap stamped "GRANTHAM 10127900" in the west line of said 0.52-acre tract and in the east line of a called 0.496-acre tract of land to Paul Thienvanich and Mark Thienvanich, recorded in Instrument Number 20170718000940600, Official Public Records, Collin County, Texas, from which a found 1/2-inch iron rod with yellow plastic cap stamped "BURNS SURVEYING" bears S 00°27'25" E, a distance of 288.38 feet for the southwest corner of said 0.496-acre tract;

THENCE N 00°27'57" W, with said common line, a distance of 11.62 feet to a point in the south line of said First Street, from which a found 5/8-inch iron rod with yellow plastic cap stamped "RPLS 5587" bears N 00°27'25" W, a distance of 0.30 feet;

THENCE N 89°38'16" E, leaving said common line, with the south line of said First Street and the north line of said 0.52-acre tract, a distance of 75.12 feet to the POINT OF BEGINNING and containing 0.0201 acres or 876 square feet of land.



9/26/2025

Blake Sudduth, RPLS, Texas Registration No. 6631
6570 Naaman Forest Blvd., Suite 200, L.B. 2
Garland, Texas 75044



Notes:

1. All bearings and coordinates herein are on the Texas Coordinate System of 1983, North Central Zone, NAD83(2011). All labeled distances are scaled to the surface using the reciprocal (1.000152710) of the project combined scale factor (0.999847313). The system was established on site using the Allterra Central Trimble RTKNET.
2. All record references are to those of the Collin County Clerk unless otherwise noted.
3. A drawing of even date accompanies this description.

COLLIN COUNTY SCHOOL LAND
 SURVEY NO. 12
 ABSTRACT NO. 147

TRACT 3
 ST MARK COPTIC ORTHODOX CHURCH OF FRISCO
 INST. NO. 20211115002329420

CONRAD PROPERTIES LLC
 INST. NO. 2022000111828

PARCEL 3
 RIGHT-OF-WAY
 0.0201 ACRES
 876 SQ. FT.

FIRST STREET
 (VARIABLE WIDTH R.O.W.)
 30' ROW DEDICATION
 BRYANT'S ADDITION
 VOL. 116, PG. 162

P.O.B.
 PARCEL 3
 1/2" IRF "BURNS"
 BEARS N 00°37'37"W 0.30'
 X = 2,489,419.90
 Y = 7,135,941.36

5/8" IRF BEARS
 N 00°27'57"W 0.30'

NO RECORD FOUND

P.O.C.
 1/2" IRF
 X = 2,489,493.78
 Y = 7,135,941.83

PAUL AND MARK THIENVANICH
 INST. NO. 20170718000940600

S00°27'57"E 288.38'

TEMPORARY
 CONSTRUCTION EASEMENT
 0.0004 ACRES
 19 SQ. FT.

PAUL THIENVANICH
 INST. NO. 2022000108255

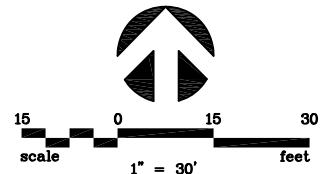
TEMPORARY
 CONSTRUCTION EASEMENT
 0.0086 ACRES
 373 SQ. FT.

CHRISTOPHER MAX AND MYRA L
 HUGHES
 INST. NO. 19970705000536700

LINE TABLE

NUMBER	DIRECTION	LENGTH
L1	S00°37'37"E	11.69'
L2	S89°41'28"W	75.15'
L3	N00°27'57"W	11.62'
L4	N89°38'16"E	75.12'
L5	N89°41'28"E	6.17'
L6	S00°27'57"E	3.00'
L7	S89°41'27"W	6.17'
L8	N00°27'57"W	3.00'
L9	S00°27'57"E	12.50'
L10	S89°41'28"W	29.85'
L11	N00°27'57"W	12.50'
L12	N89°41'28"E	29.85'

1/2 IRF W/ YELLOW CAP
 STAMPED "GRANTHAM SURVEYING"



NOTES:

- All bearings and coordinates herein are on the Texas Coordinate System of 1983, North Central Zone, NAD83 (2011). All labeled distances are scaled to the surface using the inverse (1.000152710) of the project combined scale factor (0.999847313). The system was established on site using the Allterra Central Trimble RTKNET.
- All record references are to those of the Collin County Clerk unless otherwise noted.
- A legal description of even date accompanies this drawing.

LEGEND:

- P.O.B. = POINT OF BEGINNING
- P.O.C. = POINT OF COMMENCEMENT
- VOL. PG. = VOLUME, PAGE
- INST. NO. = INSTRUMENT NUMBER
- IRF = IRON ROD FOUND
- = MONUMENT FOUND
- = 5/8" IRON ROD WITH PINK PLASTIC CAP STAMPED "GRANTHAM 10127900" SET
- = POINT FOR CORNER

I, Blake Sudduth, RPLS 6631, hereby certify that this survey was performed in compliance with the land surveying rules of the Texas Board of Professional Engineers and Land Surveyors and was performed in the field under my direction.



Blake Sudduth 9/26/2025

Blake Sudduth, RPLS 6631

9/24/2025



Grantham & Associates
 An LJB Engineering Company

6570 NAAMAN FOREST BLVD., SUITE 200, L.B. 2
 GARLAND, TEXAS 75044

(972) 864-2333 (TEL)

3 THIENVANICH

TOWN OF PROSPER PARCEL 3
 RIGHT-OF-WAY DEDICATION
 FIRST STREET (COLEMAN-CRAIG) PROJECT (PRJ# 2305-ST)
 OWNER: PAUL THIENVANICH
 0.0201 ACRES OR 876 SQUARE FEET

EXHIBIT "A"
PAGE 3 OF 3

COLLIN COUNTY, TEXAS

Page 264

EXHIBIT "A"
Parcel 4
Christopher Max Hughes
Metes and Bounds Description

Being a 0.0199-acre, 866 square foot tract of land situated in the Collin County School Land Survey No. 12, Abstract Number 147, Town of Prosper, Collin County, Texas, being part of that certain tract of land conveyed by Divorce Deed to Christopher Max Hughes, recorded in Instrument Number 20210521001028260 and described in Instrument Number 19970705000536700, Official Public Records, Collin County, Texas, and being more particularly described as follows:

BEGINNING at a found 1/2-inch iron rod in the south line of First Street, a variable width right-of-way, no deed found, at the northeast corner of said Hughes tract and being the northwest corner of a called 0.625-acre tract of land to the Betty C. Wimberly Living Trust, recorded in Instrument Number 2023000104473, Collin County, Texas, and being the POINT OF BEGINNING of the herein described tract and having the following coordinates on the Texas Coordinate System of 1983, North Central Zone, NAD83(2011);

X: 2,489,493.78

Y: 7,135,941.83

THENCE S 00°24'37" E, leaving the south line of said First Street, with the east line of said Hughes tract and the west line of said 0.625-acre tract, a distance of 11.76 feet to a set 5/8-inch capped iron rod with pink plastic cap stamped "GRANTHAM 10127900", from which a found 3/8-inch iron rod bears S 00°24'37" E, a distance of 287.66 feet for the southeast corner of said Hughes tract;

THENCE S 89°41'28" W, leaving said common line, over and across said Hughes tract, a distance of 73.85 feet to a set 5/8-inch capped iron rod with pink plastic cap stamped "GRANTHAM 10127900" in the west line of said Hughes tract and in the east line of a 0.52-acre tract of land to Paul Thienvanich, recorded in Instrument Number 202200108255, Official Public Records, Collin County, Texas, from which a found 1/2-inch iron rod bears S 00°37'37" E, a distance of 287.32 feet for the southwest corner of said Hughes tract;

THENCE N 00°37'37" W, with said common line, a distance of 11.69 feet to a point in the south line of said First Street for the northwest corner of said Hughes tract, and being the northeast corner of said 0.52-acre tract, from which a found 1/2-inch iron rod with yellow plastic cap stamped "BURNS SURVEYING" bears N 00°37'37" W, a distance of 0.30 feet;

THENCE N 89°38'16" E, leaving said common line, with the south line of said First Street and the north line of said Hughes tract, a distance of 73.90 feet to the POINT OF BEGINNING and containing 0.0199 acres or 866 square feet of land.



10/28/2025

Blake Sudduth, RPLS, Texas Registration No. 6631
6570 Naaman Forest Blvd., Suite 200, L.B. 2
Garland, Texas 75044
Firm Number. 10127900



Notes:

1. All bearings and coordinates herein are on the Texas Coordinate System of 1983, North Central Zone, NAD83(2011). All labeled distances are scaled to the surface using the reciprocal (1.000152710) of the project combined scale factor (0.999847313). The system was established on site using the Allterra Central Trimble RTKNET.
2. All record references are to those of the Collin County Clerk unless otherwise noted.
3. A drawing of even date accompanies this description.

ST MARK TRACT 3
CHURCH OF ORTHODOX
INST. NO. 2021115002329420

COLLIN COUNTY SCHOOL
LAND SURVEY NO. 12
ABSTRACT NO. 147

CONRAD PROPERTIES LLC
INST. NO. 202200011828

ROBERTO J ALEJOS AND LUCIA
GONZALES DEALEJOS
VOL. 4853 PG. 1167

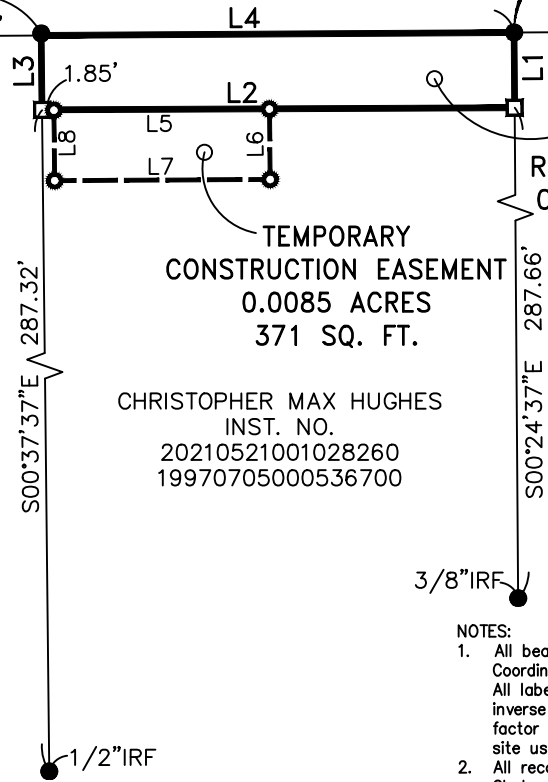
**FIRST STREET
(VARIABLE WIDTH R.O.W.)**

30' ROW DEDICATION
BRYANT'S ADDITION
VOL. 116, PG. 162

P.O.B.
PARCEL 4
1/2" IRF
X = 2,489,493.78
Y = 7,135,941.83

1/2" IRF "BURNS"
BEARS N 00°37'37"W 0.30'

NO RECORD FOUND



PAUL THIENVANICH
INST. NO. 2022000108255

CHRISTOPHER MAX HUGHES
INST. NO.
20210521001028260
19970705000536700

THE BETTY C. WIMBERLY LIVING TRUST
INST. NO. 2023000104473

LINE TABLE

NUMBER	LENGTH	DIRECTION
L1	11.76'	S00°24'37"E
L2	73.85'	S89°41'28"W
L3	11.69'	N00°37'37"W
L4	73.90'	N89°38'16"E
L5	33.69'	N89°41'28"E
L6	11.00'	S00°37'37"E
L7	33.69'	S89°41'28"W
L8	11.00'	N00°37'37"W

LEGEND:

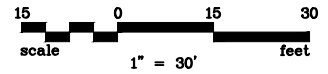
- P.O.B. = POINT OF BEGINNING
- P.O.C. = POINT OF COMMENCEMENT
- VOL. PG. = VOLUME, PAGE
- INST. NO. = INSTRUMENT NUMBER
- IRF = IRON ROD FOUND
- = MONUMENT FOUND
- = 5/8" IRON ROD WITH PINK PLASTIC CAP STAMPED "GRANTHAM 10127900" SET
- = POINT FOR CORNER

I, Blake Sudduth, RPLS 6631, hereby certify that this survey was performed in compliance with the land surveying rules of the Texas Board of Professional Engineers and Land Surveyors and was performed in the field under my direction.



NOTES:

- All bearings and coordinates herein are on the Texas Coordinate System of 1983, North Central Zone, NAD83 (2011). All labeled distances are scaled to the surface using the inverse (1.000152710) of the project combined scale factor (0.999847313). The system was established on site using the Allterra Central Trimble RTKNET.
- All record references are to those of the Collin County Clerk unless otherwise noted.
- A legal description of even date accompanies this drawing.



[Signature] 10/28/2025
Blake Sudduth, RPLS 6631

TBPELS ENGR. F-5438; SURV. 10127900

Grantham & Associates
An LJB Engineering Company

6570 NAAMAN FOREST BLVD., SUITE 200, L.B. 2
GARLAND, TEXAS 75044 (972) 864-2333 (TEL)

TOWN OF PROSPER R.O.W. DEDICATION
PARCEL 4
EAST FIRST STREET PROJECT #
OWNER: CHRISTOPHER MAX HUGHES
0.0199 ACRES OR 866 SQUARE FEET

EXHIBIT "A"
PAGE 3 OF 3

COLLIN COUNTY, TEXAS

EXHIBIT "A"
Parcel 5
The Betty C Wimberly Living Trust
Metes and Bounds Description

Being a 0.0246-acre, 1,070 square foot tract of land situated in the Collin County School Land Survey No. 12, Abstract Number 147, Town of Prosper, Collin County, Texas, being part of that certain tract of land described by Warranty Deed to The Betty C. Wimberly Living Trust, recorded in Instrument Number 2023000104473, Official Public Records, Collin County, Texas, and being more particularly described as follows:

BEGINNING at a found 1/2-inch iron rod in the south line of First Street, a variable width right-of-way, no deed found, at the northwest corner of said Wimberly tract and the northeast corner of a tract of land to the Christopher Max Hughes, recorded in Instrument Number 20210521001028260 and described in Instrument Number 19970705000536700, Collin County, Texas, and being the POINT OF BEGINNING of the herein described tract and having the following coordinates on the Texas Coordinate System of 1983, North Central Zone, NAD83(2011);

X: 2,489,493.78

Y: 7,135,941.83

THENCE N 89°38'16" E, with the south line of said First Street and the north line of said Wimberly tract, a distance of 90.62 feet to a point for the northeast corner of said Wimberly tract and the northwest corner of a tract of land to Aaron Roy Potvin, recorded in Instrument Number 20200918001588220, Collin County, Texas, from which a found 1/2-inch iron rod bears S 00°21'44" E, a distance of 3.07 feet;

THENCE S 00°21'44" E, leaving the south line of said First Street, with the east line of said Wimberly tract and the west line of said Potvin tract, a distance of 11.85 feet to a set 5/8-inch capped iron rod with pink plastic cap stamped "GRANTHAM 10127900";

THENCE S 89°41'28" W, leaving said common line, over and across said Wimberly tract, a distance of 90.61 feet to a set 5/8-inch capped iron rod with pink plastic cap stamped "GRANTHAM 10127900" in the west line of said Wimberly tract and in the east line of Hughes tract, from which a found 3/8-inch iron rod bears S 00°24'37" E, a distance of 287.66 feet for the southwest corner of said Wimberly tract;

THENCE N 00°24'37" W, with said common line, a distance of 11.76 feet to the POINT OF BEGINNING and containing 0.0246 acres or 1,070 square feet of land.



10/28/2025

Blake Sudduth, RPLS, Texas Registration No. 6631
6570 Naaman Forest Blvd., Suite 200, L.B. 2
Garland, Texas 75044
Firm Number. 10127900



Notes:

1. All bearings and coordinates herein are on the Texas Coordinate System of 1983, North Central Zone, NAD83(2011). All labeled distances are scaled to the surface using the reciprocal (1.000152710) of the project combined scale factor (0.999847313). The system was established on site using the Allterra Central Trimble RTKNET.
2. All record references are to those of the Collin County Clerk unless otherwise noted.
3. A drawing of even date accompanies this description.

CONRAD PROPERTIES LLC
INST. NO. 202200011828
COLLIN COUNTY SCHOOL LAND
SURVEY NO. 12
ABSTRACT NO. 147

ROBERTO J ALEJOS AND LUCIA GONZALES
DEALEJOS
VOL. 4853 PG. 1167

FIELD STREET
NO RECORD FOUND

ERNEST MAHARD, JR.
VOL. 417, PG. 441

P.O.B.
PARCEL 5
1/2" IRF
X=2,489,493.78
Y=7,135,941.83

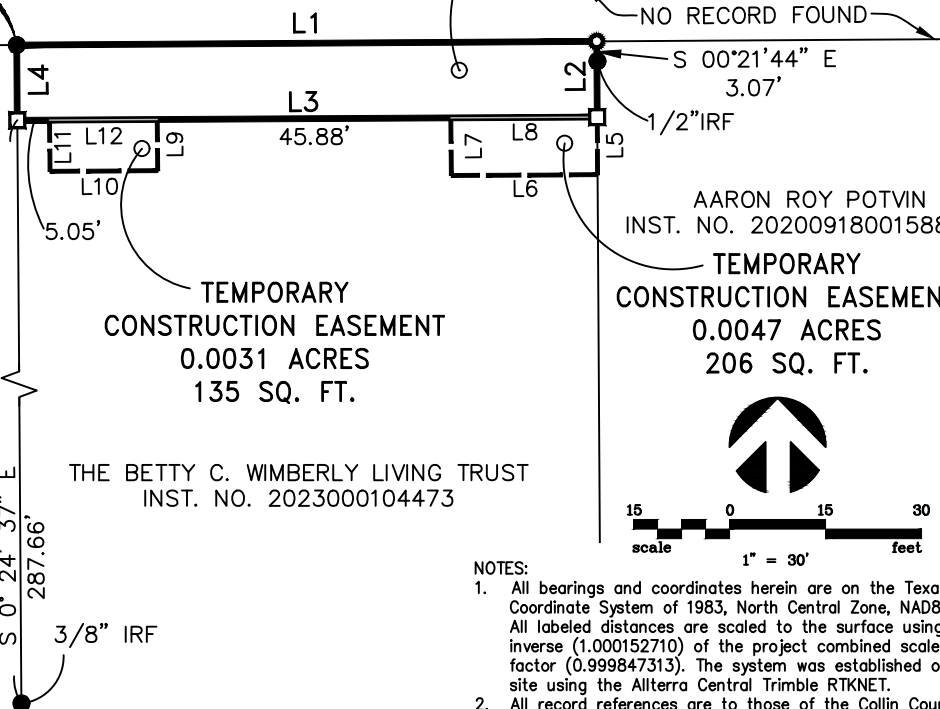
**EAST FIRST STREET
(VARIABLE WIDTH R.O.W.)**
30' ROW DEDICATION
BRYANT'S ADDITION
VOL. 116, PG. 162

**PARCEL 5
RIGHT-OF-WAY**
0.0246 ACRES
1070 SQ. FT.

CHRISTOPHER MAX HUGHES
INST. NO.
20210521001028260
19970705000536700

LINE TABLE

NUMBER	DIRECTION	LENGTH
L1	N89°38'16"E	90.62'
L2	S00°21'44"E	11.85'
L3	S89°41'28"W	90.61'
L4	N00°24'37"W	11.76'
L5	S00°21'44"E	9.00'
L6	S89°41'28"W	22.86'
L7	N00°21'44"W	9.00'
L8	N89°41'28"E	22.86'
L9	S00°24'37"E	8.00'
L10	S89°41'28"W	16.82'
L11	N00°24'37"W	8.00'
L12	N89°41'28"E	16.82'



NOTES:

- All bearings and coordinates herein are on the Texas Coordinate System of 1983, North Central Zone, NAD83 (2011). All labeled distances are scaled to the surface using the inverse (1.000152710) of the project combined scale factor (0.999847313). The system was established on site using the Allterra Central Trimble RTKNET.
- All record references are to those of the Collin County Clerk unless otherwise noted.
- A legal description of even date accompanies this drawing.

LEGEND:

- P.O.B. = POINT OF BEGINNING
- P.O.C. = POINT OF COMMENCEMENT
- VOL. PG. = VOLUME, PAGE
- INST. NO. = INSTRUMENT NUMBER
- IRF = IRON ROD FOUND
- = MONUMENT FOUND
- = 5/8" IRON ROD WITH PINK PLASTIC CAP STAMPED "GRANTHAM 10127900" SET
- = POINT FOR CORNER



I, Blake Sudduth, RPLS 6631, hereby certify that this survey was performed in compliance with the land surveying rules of the Texas Board of Professional Engineers and Land Surveyors and was performed in the field under my direction.

[Signature] 10/28/2025
Blake Sudduth, RPLS 6631

10/28/2025

Grantham & Associates
An LJB Engineering Company

6570 NAAMAN FOREST BLVD., SUITE 200, L.B. 2
GARLAND, TEXAS 75044 (972) 864-2333 (TEL)

5 WIMBERLY

TOWN OF PROSPER PARCEL 5
RIGHT-OF-WAY DEDICATION
FIRST STREET (COLEMAN-CRAIG) PROJECT (PRJ# 2305-ST)
OWNER: THE BETTY C. WIMBERLY LIVING TRUST
0.0246 ACRES OR 1,070 SQUARE FEET

EXHIBIT "A"
PAGE 3 OF 3
COLLIN COUNTY, TEXAS

Page 270

EXHIBIT "A"
Parcel 6
Aaron Roy Potvin
Metes and Bounds Description

Being a 0.0205-acre, 893 square foot tract of land situated in the Collin County School Land Survey No. 12, Abstract Number 147, Town of Prosper, Collin County, Texas, being part of that certain tract of land described by Warranty Deed Reserving Live Estate to Aaron Roy Potvin, recorded in Instrument Number 20200918001588220, Official Public Records, Collin County, Texas, and being more particularly described as follows:

COMMENCING at a found 1/2-inch iron rod in the south line of First Street, a variable width right-of-way, a deed found, at the northwest corner of a tract of land to The Betty C. Wimberly Living Trust, recorded in Instrument Number 2023000104473, Official Public Records, Collin County, Texas;

THENCE N 89°38'16" E, with the south line of said First Street and the north line of said Wimberly tract, a distance of 90.62 feet to a point for the northwest corner of said Potvin tract, from which a found 1/2-inch iron rod bears S 00°21'44" E, a distance of 3.07 feet, and being the POINT OF BEGINNING of the herein described tract and having the following coordinates on the Texas Coordinate System of 1983, North Central Zone, NAD83(2011);

X: 2,489,584.39

Y: 7,135,942.40

THENCE N 89°38'16" E, with the south line of said First Street and the north line of said Potvin tract, a distance of 75.19 feet to a point for the northeast corner of said Potvin tract and the northwest corner of a tract of land to Sean Stansell, recorded in Volume 4648, Page 2911, Deed Records, Collin County, Texas;

THENCE S 00°21'44" E, leaving the south line of said First Street, with the east line of said Potvin tract and the west line of said Stansell tract, a distance of 11.92 feet to a set 5/8-inch capped iron rod with pink plastic cap stamped "GRANTHAM 10127900", from which a found 1/2-inch rod with an illegible yellow plastic cap bears S 00°21'44" E, a distance of 288.40 feet for the southeast corner of said Potvin tract;

THENCE S 89°41'28" W, leaving said common line, over and across said Potvin tract, a distance of 75.19 feet to a set 5/8-inch capped iron rod with pink plastic cap stamped "GRANTHAM 10127900" in the west line of said Potvin tract and the east line of said Wimberly tract;

THENCE N 00°21'44" W, with said common line, a distance of 11.85 feet to the POINT OF BEGINNING and containing 0.0205 acres or 893 square feet of land.

10/28/2025

Blake Sudduth, RPLS, Texas Registration No. 6631
6570 Naaman Forest Blvd., Suite 200, L.B. 2
Garland, Texas 75044
Firm Number. 10127900



Notes:

1. All bearings and coordinates herein are on the Texas Coordinate System of 1983, North Central Zone, NAD83(2011). All labeled distances are scaled to the surface using the reciprocal (1.000152710) of the project combined scale factor (0.999847313). The system was established on site using the Allterra Central Trimble RTKNET.
2. All record references are to those of the Collin County Clerk unless otherwise noted.
3. A drawing of even date accompanies this description.

ROBERTO J ALEJOS AND LUCIA GONZALES
DE ALEJOS
VOL. 4853 PG. 1167
COLLIN COUNTY SCHOOL LAND
SURVEY NO. 12
ABSTRACT NO. 147

FIELD STREET
NO WIDTH GIVEN
VOL. 135, PG. 200

LINE TABLE

NUMBER	DIRECTION	LENGTH
L1	N89°38'16"E	75.19'
L2	S00°21'44"E	11.92'
L3	S89°41'28"W	75.19'
L4	N00°21'44"W	11.85'
L5	S00°21'44"E	14.00'
L6	S89°41'28"W	20.64'
L7	N00°21'44"W	14.00'
L8	N89°41'28"E	20.64'
L9	S00°21'44"E	9.00'
L10	S89°41'28"W	3.55'
L11	N00°21'44"W	9.00'
L12	N89°41'28"E	3.55'

ERNEST MAHARD, JR.
VOL. 417, PG. 441

CARRIE A GAPPINGER
INST. NO. 20130114000055400

P.O.C.

PARCEL 6
1/2" IRF
X = 2,489,493.78
Y = 7,135,941.83

P.O.B.

PARCEL 6
X = 2,489,584.39
Y = 7,135,942.40

FIRST STREET
(VARIABLE WIDTH R.O.W.)
30' ROW DEDICATION

BRYANT'S ADDITION
VOL. 116, PG. 162

NO RECORD FOUND

TEMPORARY
CONSTRUCTION EASEMENT
0.0007 ACRES
32 SQ. FT.

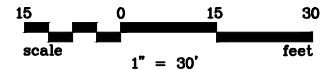
THE BETTY C. WIMBERLY
LIVING TRUST
INST. NO. 2023000104473

PARCEL 6
RIGHT-OF-WAY
0.0205 ACRES
893 SQ. FT.

AARON ROY POTVIN
INST. NO. 20200918001588220

TEMPORARY
CONSTRUCTION EASEMENT
0.0066 ACRES
289 SQ. FT.

SEAN STANSELL
VOL. 4648, PG. 2911



LEGEND:

- P.O.B. = POINT OF BEGINNING
- P.O.C. = POINT OF COMMENCEMENT
- VOL. PG. = VOLUME, PAGE
- INST. NO. = INSTRUMENT NUMBER
- IRF = IRON ROD FOUND
- = MONUMENT FOUND
- = 5/8" IRON ROD WITH PINK PLASTIC CAP STAMPED "GRANTHAM 10127900" SET
- = POINT FOR CORNER

NOTES:

- All bearings and coordinates herein are on the Texas Coordinate System of 1983, North Central Zone, NAD83 (2011). All labeled distances are scaled to the surface using the inverse (1.000152710) of the project combined scale factor (0.999847313). The system was established on site using the Allterra Central Trimble RTKNET.
- All record references are to those of the Collin County Clerk unless otherwise noted.
- A legal description of even date accompanies this drawing.

I, Blake Sudduth, RPLS 6631, hereby certify that this survey was performed in compliance with the land surveying rules of the Texas Board of Professional Engineers and Land Surveyors and was performed in the field under my direction.



[Signature]

10/28/2025

Blake Sudduth, RPLS 6631

10/28/2025	TBPELS ENGR. F-5438; SURV. 10127900
<p>Grantham & Associates An LJB Engineering Company</p> <p>6570 NAAMAN FOREST BLVD., SUITE 200, L.B. 2 GARLAND, TEXAS 75044 (972) 864-2333 (TEL)</p>	
6 POTVIN	<p>TOWN OF PROSPER PARCEL 6 RIGHT-OF-WAY DEDICATION FIRST STREET (COLEMAN-CRAIG) PROJECT (PRJ# 2305-ST) OWNER: AARON ROY POTVIN 0.0205 ACRES OR 893 SQUARE FEET</p> <p>EXHIBIT "A" PAGE 3 OF 3</p> <p>COLLIN COUNTY, TEXAS</p>

EXHIBIT "A"
Parcel 7
Sean Stansell
Metes and Bounds Description

Being a 0.0205-acre, 895 square foot tract of land situated in the Collin County School Land Survey No. 12, Abstract Number 147, Town of Prosper, Collin County, Texas, being part of called 0.512-acre tract of land described by Warranty Deed with Vendor's Lien to Sean Stansell, recorded in Volume 4648, Page 2911, Deed Records, Collin County, Texas, and being more particularly described as follows:

COMMENCING at a found 1/2-inch iron rod in the south line of First Street, a variable width right-of-way, no deed found, at the northwest corner of a tract of land to The Betty C. Wimberly Living Trust, recorded in Instrument Number 2023000104473, Official Public Records, Collin County, Texas, from which a found 3/8-inch iron rod bears S 00°24'37" E, a distance of 299.42 feet for the southwest corner of said Wimberly tract;

THENCE N 89°38'16" E, with the south line of said First Street, a distance of 165.81 feet to a point for the northwest corner of said 0.512-acre tract and the northeast corner of a tract of land to Aaron Roy Potvin, recorded in Instrument Number 20200918001588220, Official Public Records, Collin County, Texas, and being the POINT OF BEGINNING of the herein described tract and having the following coordinates on the Texas Coordinate System of 1983, North Central Zone, NAD83(2011);
X: 2,489,659.57
Y: 7,135,942.88

THENCE N 89°38'16" E, with the south line of said First Street and the north line of said 0.512-acre tract, a distance of 74.86 feet to a point for the northeast corner of said 0.512-acre tract and the northwest corner of a tract of land to Sean Stansell and Hollyn Williams, recorded in Instrument Number 20100818000860400, Collin County, Texas;

THENCE S 00°22'17" E, leaving the south line of said First Street, with the east line of said 0.512-acre tract and the west line of said Stansell and Williams tract, a distance of 11.99 feet to a set 5/8-inch capped iron rod with pink plastic cap stamped "GRANTHAM 10127900";

THENCE S 89°41'28" W, leaving said common line, over and across said 0.512-acre tract, a distance of 74.86 feet to a set 5/8-inch capped iron rod with pink plastic cap stamped "GRANTHAM 10127900" in the west line of said 0.512-acre tract and in the east line of said Potvin tract, from which a found 1/2-inch rod with an illegible yellow plastic cap bears S 00°21'44" E, a distance of 288.40 feet for the southwest corner of said 0.512-acre tract;

THENCE N 00°21'44" W, with said common line, a distance of 11.92 feet to the POINT OF BEGINNING and containing 0.0205 acres or 895 square feet of land.

10/28/2025

Blake Sudduth, RPLS, Texas Registration No. 6631
6570 Naaman Forest Blvd., Suite 200, L.B. 2
Garland, Texas 75044
Firm Number. 10127900



Notes:

1. All bearings and coordinates herein are on the Texas Coordinate System of 1983, North Central Zone, NAD83(2011). All labeled distances are scaled to the surface using the reciprocal (1.000152710) of the project combined scale factor (0.999847313). The system was established on site using the Allterra Central Trimble RTKNET.
2. All record references are to those of the Collin County Clerk unless otherwise noted.
3. A drawing of even date accompanies this description.

LINE TABLE

NUMBER	DIRECTION	LENGTH
L1	N89°38'16"E	74.86'
L2	S00°22'17"E	11.99'
L3	S89°41'28"W	74.86'
L4	N00°21'44"W	11.92'
L5	S00°22'17"E	11.00'
L6	S89°41'28"W	14.26'
L7	N00°22'17"W	11.00'
L8	N89°41'28"E	14.26'
L9	S 00°21'44"E	14.00'
L10	S89°41'28"W	9.71'
L11	N00°21'44"W	14.00'
L12	N89°41'28"E	9.71'

FIELD STREET
NO WIDTH GIVEN
VOL. 135, PG. 200

COLLIN COUNTY SCHOOL LAND
SURVEY NO. 12
ABSTRACT NO. 147
ERNEST MAHARD, JR.
VOL. 417, PG. 441

CARRIE A GAPPINGER
INST. NO. 20130114000055400

P.O.C.

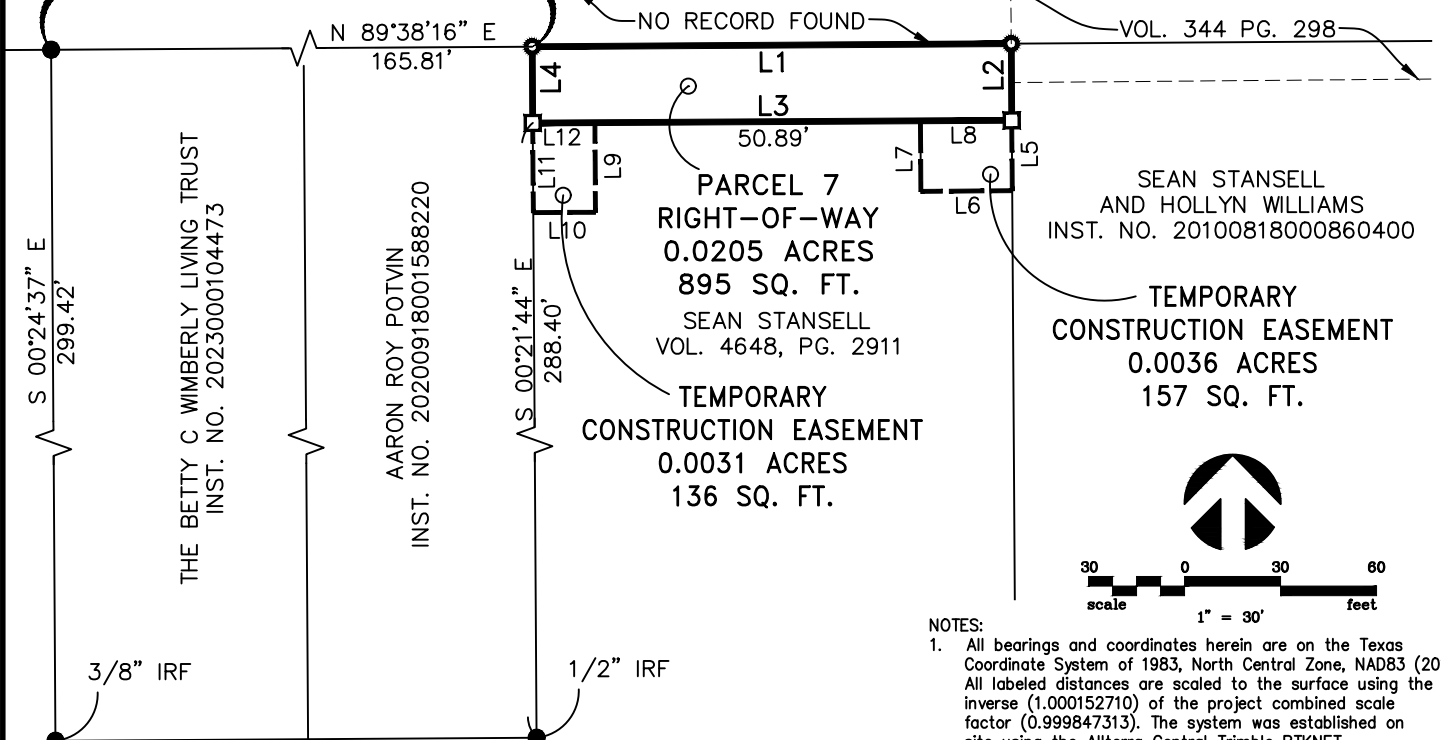
PARCEL 7
1/2" IRF
X = 2,489,493.78
Y = 7,135,941.83

P.O.B.

PARCEL 7
X = 2,489,659.57
Y = 7,135,942.88

FIRST STREET
(VARIABLE WIDTH R.O.W.)
30' ROW DEDICATION

BRYANT'S ADDITION
VOL. 116, PG. 162



SEAN STANSELL
AND HOLLYN WILLIAMS
INST. NO. 20100818000860400

TEMPORARY
CONSTRUCTION EASEMENT
0.0036 ACRES
157 SQ. FT.

TEMPORARY
CONSTRUCTION EASEMENT
0.0031 ACRES
136 SQ. FT.

NOTES:

- All bearings and coordinates herein are on the Texas Coordinate System of 1983, North Central Zone, NAD83 (2011). All labeled distances are scaled to the surface using the inverse (1.000152710) of the project combined scale factor (0.999847313). The system was established on site using the Allterra Central Trimble RTKNET.
- All record references are to those of the Collin County Clerk unless otherwise noted.
- A legal description of even date accompanies this drawing.

LEGEND:

- P.O.B. = POINT OF BEGINNING
- P.O.C. = POINT OF COMMENCEMENT
- VOL. PG. = VOLUME, PAGE
- INST. NO. = INSTRUMENT NUMBER
- IRF = IRON ROD FOUND
- = MONUMENT FOUND
- = 5/8" IRON ROD WITH PINK PLASTIC CAP STAMPED "GRANTHAM 10127900" SET
- = POINT FOR CORNER



I, Blake Sudduth, RPLS 6631, hereby certify that this survey was performed in compliance with the land surveying rules of the Texas Board of Professional Engineers and Land Surveyors and was performed in the field under my direction.

[Signature]

10/28/2025

Blake Sudduth, RPLS 6631

TBPELS ENGR. F-5438; SURV. 10127900

10/28/2025

Grantham & Associates
An LJB Engineering Company

6570 NAAMAN FOREST BLVD., SUITE 200, L.B. 2
GARLAND, TEXAS 75044

(972) 864-2333 (TEL)

7 STANSELL

TOWN OF PROSPER PARCEL 7
RIGHT-OF-WAY DEDICATION
FIRST STREET (COLEMAN-CRAIG) PROJECT (PRJ# 2305-ST)
OWNER: SEAN STANSELL
0.0205 ACRES OR 895 SQUARE FEET

EXHIBIT "A"
PAGE 3 OF 3

COLLIN COUNTY, TEXAS

Page 276

EXHIBIT "A"
Parcel 8
Sean Stansell and Hollyn Williams
Metes and Bounds Description

Being a 0.0207-acre, 900 square foot tract of land situated in the Collin County School Land Survey No. 12, Abstract Number 147, Town of Prosper, Collin County, Texas, being part of that certain tract of land described by Warranty Deed with Vendor's Lien to Sean Stansell and Hollyn Williams, recorded in Instrument Number 20100818000860400, Official Public Records, Collin County, Texas, and being more particularly described as follows:

COMMENCING at a found 1/2-inch iron rod in the south line of First Street, a variable width right-of-way, at the northwest corner of a tract of land to The Betty C. Wimberly Living Trust, recorded in Instrument Number 2023000104473, Official Public Records, Collin County, Texas, from which a found 3/8-inch iron rod bears S 00°24'37" E, a distance of 299.42 feet for the southwest corner of said Wimberly tract;

THENCE N 89°38'16" E, with the south line of said First Street, a distance of 240.67 feet to a point for the northwest corner of said Stansell and Williams tract and the northeast corner of a called 0.512-acre tract of land to Sean Stansell, recorded in Volume 4648, Page 2911, Deed Records, Collin County, Texas, and being the POINT OF BEGINNING of the herein described tract and having the following coordinates on the Texas Coordinate System of 1983, North Central Zone, NAD83(2011);
X: 2,489,734.41
Y: 7,135,943.35

THENCE N 89°38'16" E, with the south line of said First Street and the north line of said Stansell and Williams tract, a distance of 74.86 feet to an angle point in the south line of said First Street, and being the northeast corner of said Stansell and Williams tract, from which a found 1/2-inch iron rod with illegible yellow plastic cap bears S 00°22'49" E, a distance of 4.41 feet for the northwest corner of Lot 1, Block A, of Pettis UC Addition, recorded in Instrument Number 20190613010002530, Official Public Records, Collin County, Texas;

THENCE S 00°22'49" E, with the east line of said Stansell and Williams tract and a westerly line of said First Street, a distance of 12.06 feet to a found 1/2-inch iron rod with green plastic cap stamped "EAGLE SURVEYING" at the southwest corner of a right-of-way dedication of said Lot 1, from which a found 3/8-inch rod with an illegible yellow plastic cap bears S 00°22'49" E, a distance of 288.97 feet for the southeast corner of said Stansell and Williams tract;

THENCE S 89°41'28" W, leaving the east line of said Stansell and Williams tract, over and across said Stansell and Williams tract, a distance of 74.86 feet to a set 5/8-inch capped iron rod with pink plastic cap stamped "GRANTHAM 10127900" in the west line of said Stansell and Williams tract and in the east line of said 0.512-acre tract;

THENCE N 00°22'17" W, with said common line, a distance of 11.99 feet to the POINT OF BEGINNING and containing 0.0207 acres or 900 square feet of land.



10/28/2025

Blake Sudduth, RPLS, Texas Registration No. 6631
6570 Naaman Forest Blvd., Suite 200, L.B. 2
Garland, Texas 75044
Firm Number. 10127900



Item 16.

Notes:

1. All bearings and coordinates herein are on the Texas Coordinate System of 1983, North Central Zone, NAD83(2011). All labeled distances are scaled to the surface using the reciprocal (1.000152710) of the project combined scale factor (0.999847313). The system was established on site using the Allterra Central Trimble RTKNET.
2. All record references are to those of the Collin County Clerk unless otherwise noted.
3. A drawing of even date accompanies this description.

ERNEST MAHARD, JR.
VOL. 417, PG. 441

COLLIN COUNTY SCHOOL LAND
SURVEY NO. 12
ABSTRACT NO. 147
CARRIE A GAPPINGER
INST. NO. 2013011400055400

LINE TABLE

NUMBER	DIRECTION	LENGTH
L1	N89°38'16"E	74.86'
L2	S00°22'49"E	12.06'
L3	S89°41'28"W	74.86'
L4	N00°22'17"W	11.99'
L5	S00°22'49"E	16.14'
L6	N89°41'40"W	5.86'
L7	N00°22'49"W	16.08'
L8	N89°41'28"E	5.85'
L9	S00°22'17"E	11.00'
L10	S89°41'28"W	11.22'
L11	N00°22'17"W	11.00'
L12	N89°41'28"E	11.22'

LANE STREET
NO RECORD FOUND

P.O.C.

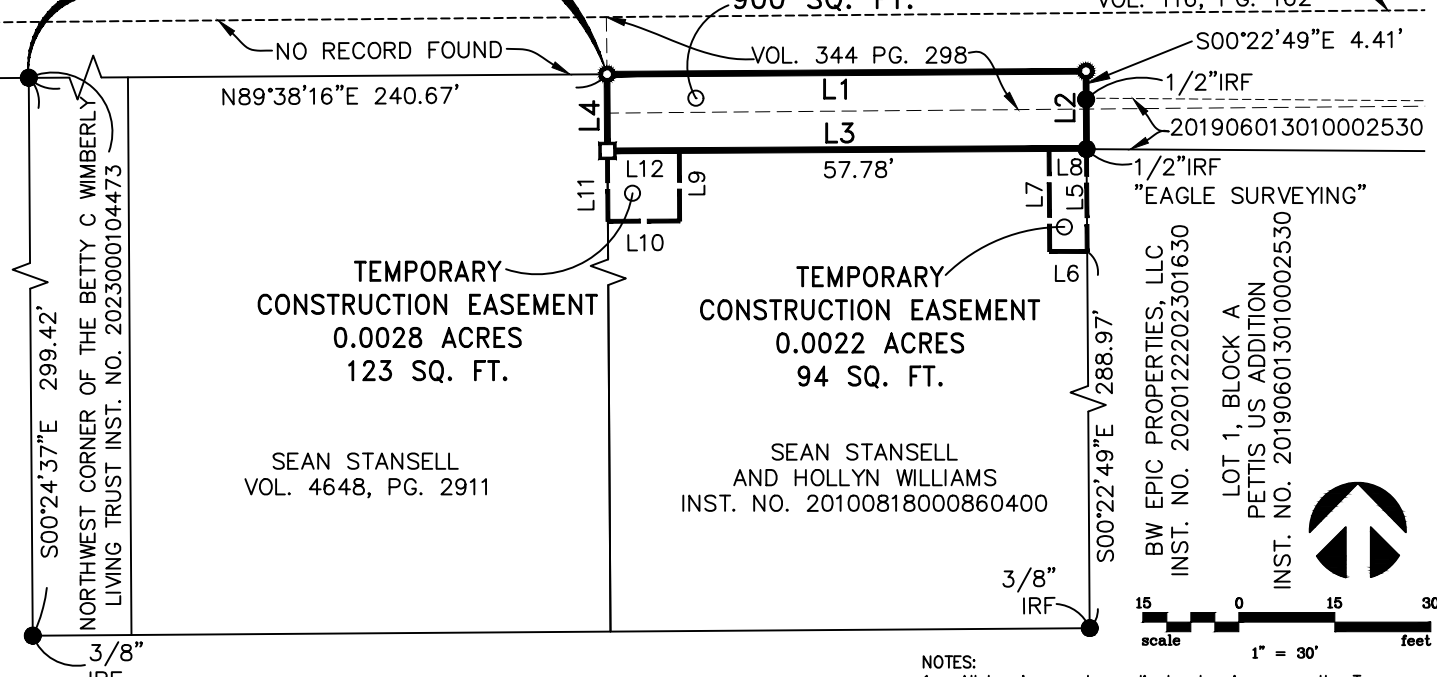
PARCEL 8
1/2" IRF
X=2,489,493.78
Y=7,135,941.83

P.O.B.

PARCEL 8
X = 2,489,734.41
Y = 7,135,943.35

PARCEL 8
RIGHT-OF-WAY
0.0207 ACRES
900 SQ. FT.

FIRST STREET
(VARIABLE WIDTH R.O.W.)
30' ROW DEDICATION
BRYANT'S ADDITION
VOL. 116, PG. 162



NOTES:

- All bearings and coordinates herein are on the Texas Coordinate System of 1983, North Central Zone, NAD83 (2011). All labeled distances are scaled to the surface using the inverse (1.000152710) of the project combined scale factor (0.999847313). The system was established on site using the Allterra Central Trimble RTKNET.
- All record references are to those of the Collin County Clerk unless otherwise noted.
- A legal description of even date accompanies this drawing.

LEGEND:

- P.O.B. = POINT OF BEGINNING
- P.O.C. = POINT OF COMMENCEMENT
- VOL. PG. = VOLUME, PAGE
- INST. NO. = INSTRUMENT NUMBER
- IRF = IRON ROD FOUND
- = MONUMENT FOUND
- = 5/8" IRON ROD WITH PINK PLASTIC CAP
- = STAMPED "GRANTHAM 10127900" SET
- = POINT FOR CORNER



I, Blake Sudduth, RPLS 6631, hereby certify that this survey was performed in compliance with the land surveying rules of the Texas Board of Professional Engineers and Land Surveyors and was performed in the field under my direction.

[Signature] 10/28/2025
Blake Sudduth, RPLS 6631

10/28/2025

8 STANSELL

Grantham & Associates
An LJB Engineering Company

6570 NAAMAN FOREST BLVD., SUITE 200, L.B. 2
GARLAND, TEXAS 75044 (972) 864-2333 (TEL)

TOWN OF PROSPER PARCEL 8
RIGHT-OF-WAY DEDICATION
FIRST STREET (COLEMAN-CRAIG) PROJECT (PRJ# 2305-ST)
OWNER: SEAN STANSELL AND HOLLYN WILLIAMS
0.0207 ACRES OR 900 SQUARE FEET

EXHIBIT "A"
PAGE 3 OF 3

COLLIN COUNTY, TEXAS

Page 279

EXHIBIT "A"
Parcel 10
Metro Auto Car Inc
Metes and Bounds Description

Being a 0.0205-acre, 893 square foot tract of land situated in the Collin County School Land Survey No. 12, Abstract Number 147, Town of Prosper, Collin County, Texas, being part of that certain tract of land described by General Warranty Deed to Metro Auto Car, INC., recorded in Instrument Number 20070320000375710, Official Public Records, Collin County, Texas, and being more particularly described as follows:

COMMENCING at a found 1/2-inch iron rod in the south line of First Street, a variable width right-of-way, at the northwest corner of a tract of land to The Betty C. Wimberly Living Trust, recorded in Instrument Number 2023000104473, Official Public Records, Collin County, Texas, from which a found 3/8-inch iron rod bears S 00°24'37" E, a distance of 299.42 feet for the southwest corner of said Wimberly tract;

THENCE, with the south line of said First Street the following courses and distances:

N 89°38'16" E, a distance of 315.53 feet;

S 00°22'49" E, a distance of 12.19 feet to a found 1/2-inch iron rod with green plastic cap stamped "EAGLE SURVEYING" at the southwest corner of a right-of-way dedication of Lot 1, Block A, of Pettis UC Addition, recorded in Instrument Number 20190613010002530, Official Public Records, Collin County, Texas;

S 89°41'40" E, a distance of 74.98 feet to a point for the southeast corner of said dedication, and being in the west line of said Auto Car tract, from which a found 1/2-inch iron rod bears S 00°22'52" E, a distance of 287.20 feet for the southwest corner of said Auto Car tract;

N 00°22'52" W, with the west line of said Auto Car tract and the east line of said dedication, a distance of 0.94 feet to a set 5/8-inch capped iron rod with pink plastic cap stamped "GRANTHAM 10127900", and being the POINT OF BEGINNING of the herein described tract and having the following coordinates on the Texas Coordinate System of 1983, North Central Zone, NAD83(2011);

X: 2,489,884.30

Y: 7,135,932.18

N 00°22'52" W, with the west line of said Auto Car tract, a distance of 12.13 feet to a point for the northwest corner of said Auto Car tract;

N 89°38'16" E, with the north line of said Auto Car tract, a distance of 73.74 feet to a point for the northeast corner of said Auto Car tract and the northwest corner of Lot 1, Block A, of the Saunders Addition, recorded in Instrument Number 20190815010003560, Official Public Records, Collin County, Texas;

THENCE S 00°31'47" E, leaving the south line of said First Street, with the east line of said Auto Car tract and the west line of said Saunders Addition, a distance of 11.96 feet to a set 5/8-inch capped iron rod with pink plastic cap stamped "GRANTHAM 10127900";

THENCE, leaving said common line, over and across said Auto Car tract the following courses distances:

S 89°13'20" W, a distance of 28.63 feet to a set 5/8-inch capped iron rod with pink plastic cap stamped "GRANTHAM 10127900";

S 89°41'28" W, a distance of 45.13 feet to the POINT OF BEGINNING and containing 0.0205 acres or 893 square feet of land.

10/28/2025

Blake Sudduth, RPLS, Texas Registration No. 6631
6570 Naaman Forest Blvd., Suite 200, L.B. 2
Garland, Texas 75044
Firm Number. 10127900



Notes:

1. All bearings and coordinates herein are on the Texas Coordinate System of 1983, North Central Zone, NAD83(2011). All labeled distances are scaled to the surface using the reciprocal (1.000152710) of the project combined scale factor (0.999847313). The system was established on site using the Allterra Central Trimble RTKNET.
2. All record references are to those of the Collin County Clerk unless otherwise noted.
3. A drawing of even date accompanies this description.

CARRIE A GAPPINGER
INST. NO.
20130114000055400

LANE STREET
NO RECORD FOUND

COLLIN COUNTY SCHOOL LAND
SURVEY NO. 12
ABSTRACT NO. 147

VIVID PARTNERS LLC
INST. NO. 20220302000343120

C SAUNDERS ADDITION
INST. NO. 20200731010002860

P.O.C.

PARCEL 10
X=2,489,493.78
X=2,489,493.78
Y=7,135,941.83

**FIRST STREET
(VARIABLE WIDTH R.O.W.)**

30' ROW DEDICATION
BRYANT'S ADDITION
VOL. 116, PG. 162

PARCEL 10
RIGHT-OF-WAY
0.0205 ACRES
893 SQ. FT.

S89°38'16"W 315.53' **P.O.B.**

PARCEL 10
X = 2,489,884.30
Y = 7,135,932.18

S00°22'49"E
12.19'

201906013010002530

S89°41'40"E 74.98'

1/2" IRF
"EAGLE
SURVEYING"

N00°22'52"W
0.94'

BW EPIC PROPERTIES, LLC
INST. NO. 2020122202301630

LOT 1, BLOCK A
PETTIS US ADDITION
INST. NO. 201906013010002530

TEMPORARY
CONSTRUCTION EASEMENT
0.0214 ACRES
931 SQ. FT.

CRAIG A SAUNDERS
INST. NO. 20160331000385780

LOT 1, BLOCK A
SAUNDERS ADDITION
INST. NO. 20190815010003560

METRO AUTO CAR INC
INST. NO. 20070320000375710

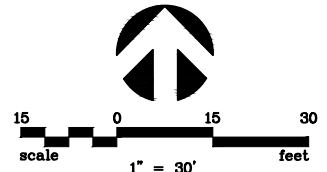
LINE TABLE

NUMBER	DIRECTION	LENGTH
L1	N00°22'52"W	12.13'
L2	N89°38'16"E	73.74'
L3	S00°31'47"E	11.96'
L4	S89°13'20"W	28.63'
L5	S89°41'28"W	45.13'
L6	N89°41'28"E	45.13'
L7	S00°31'47"E	10.00'
L8	S89°13'20"W	28.63'
L9	S89°41'28"W	22.10'
L10	S00°22'52"E	8.37'
L11	S89°41'28"W	23.06'
L12	N00°22'52"W	18.38'
L13	N89°13'20"E	28.63'

S00°24'37"E 299.42'
NORTHWEST CORNER OF THE BETTY C
WIMBERLY LIVING TRUST INST. NO. 2023000104473

S00°22'52"E 288.14'

1/2" IRF



NOTES:

- All bearings and coordinates herein are on the Texas Coordinate System of 1983, North Central Zone, NAD83 (2011). All labeled distances are scaled to the surface using the inverse (1.000152710) of the project combined scale factor (0.999847313). The system was established on site using the Allterra Central Trimble RTKNET.
- All record references are to those of the Collin County Clerk unless otherwise noted.
- A legal description of even date accompanies this drawing.

LEGEND:

- P.O.B. = POINT OF BEGINNING
- P.O.C. = POINT OF COMMENCEMENT
- VOL. PG. = VOLUME, PAGE
- INST. NO. = INSTRUMENT NUMBER
- IRF = IRON ROD FOUND
- = MONUMENT FOUND
- = 5/8" IRON ROD WITH PINK PLASTIC CAP STAMPED "GRANTHAM 10127900" SET
- = POINT FOR CORNER

I, Blake Sudduth, RPLS 6631, hereby certify that this survey was performed in compliance with the land surveying rules of the Texas Board of Professional Engineers and Land Surveyors and was performed in the field under my direction.



Blake Sudduth
Blake Sudduth, RPLS 6631

10/28/2025

TBPELS ENGR. F-5438; SURV. 10127900

10/28/2025

Grantham & Associates
An LJB Engineering Company

4570 NAAMAN FOREST BLVD., SUITE 200, L.B. 2
GARLAND, TEXAS 75044

(972) 864-2333 (TEL)

10 METRO AUTO

TOWN OF PROSPER PARCEL 10
RIGHT-OF-WAY DEDICATION
FIRST STREET (COLEMAN-CRAIG) PROJECT (PRJ# 2305-ST)
OWNER: METRO AUTO CAR INC.
0.0205 ACRES OR 893 SQUARE FEET

EXHIBIT "A"
PAGE 3 OF 3

COLLIN COUNTY, TEX

Page 282

EXHIBIT "A"
Parcel 12
Vivid Partners LLC
Metes and Bounds Description

Being a 0.0103-acre, 450 square foot tract of land situated in the Collin County School Land Survey No. 12, Abstract Number 147, Town of Prosper, Collin County, Texas, being part of that certain tract of land described by General Warranty Deed to Vivid Partners, LLC, recorded in Instrument Number 20220302000343120, Official Public Records, Collin County, Texas, and being more particularly described as follows:

COMMENCING at a found 1/2-inch iron rod with yellow plastic cap stamped "ARTHUR SURVEYING COMPANY" at the northeast corner of right-of-way dedication of Lot 1, Block 1, of the C Saunders Addition, recorded in Instrument Number 20200731010002860, Official Public Records, Collin County, Texas;

THENCE S 89°32'41" W, with the north line of said dedication, a distance of 100.19 feet to a found 1/2-inch iron rod with yellow plastic cap stamped "ARTHUR SURVEYING COMPANY" at the northwest corner of said dedication, and being in the east line of said Vivid Partners tract;

THENCE S 00°12'40" W, with the west line of said dedication and the east line of said Vivid Partners tract, a distance of 6.36 feet to a set 5/8-inch capped iron rod with pink plastic cap stamped "GRANTHAM 10127900", and being the POINT OF BEGINNING of the herein described tract and having the following coordinates on the Texas Coordinate System of 1983, North Central Zone, NAD83(2011);
X: 2,489,940.25
Y: 7,135,985.57

THENCE S 00°12'40" W, with said common line, a distance of 1.56 feet to a point in the north line of a 30-foot dedication (Bryant's Addition, Volume 116, Page 162) for First Street, a variable width right-of-way, from which a found 1/2-inch iron rod for reference as described in Vivid Partners Deed bears S 00°12'40" W, a distance of 6.95 feet;

THENCE S 89°30'55" W, leaving said common line, with the north line of said First Street, a distance of 85.92 feet to a point in the east edge of concrete pavement of Lane Street (no record found);

THENCE N 02°06'55" W, with said edge of concrete, a distance of 26.73 feet to a point;

THENCE, leaving said edge of concrete, over and across said Vivid Partners tract the following courses and distances:

S 46°12'43" E, a distance of 35.91 feet to set 5/8-inch capped iron rod with pink plastic cap stamped "GRANTHAM 10127900";

N 89°41'28" E, a distance of 49.66 feet to set 5/8-inch capped iron rod with pink plastic cap stamped "GRANTHAM 10127900";

N 89°13'21" E, a distance of 11.32 feet to the POINT OF BEGINNING and containing 0.0 acres or 450 square feet of land.

Item 16.



8/26/2025

Blake Sudduth, RPLS, Texas Registration No. 6631
6570 Naaman Forest Blvd., Suite 200, L.B. 2
Garland, Texas 75044
Firm Number. 10127900

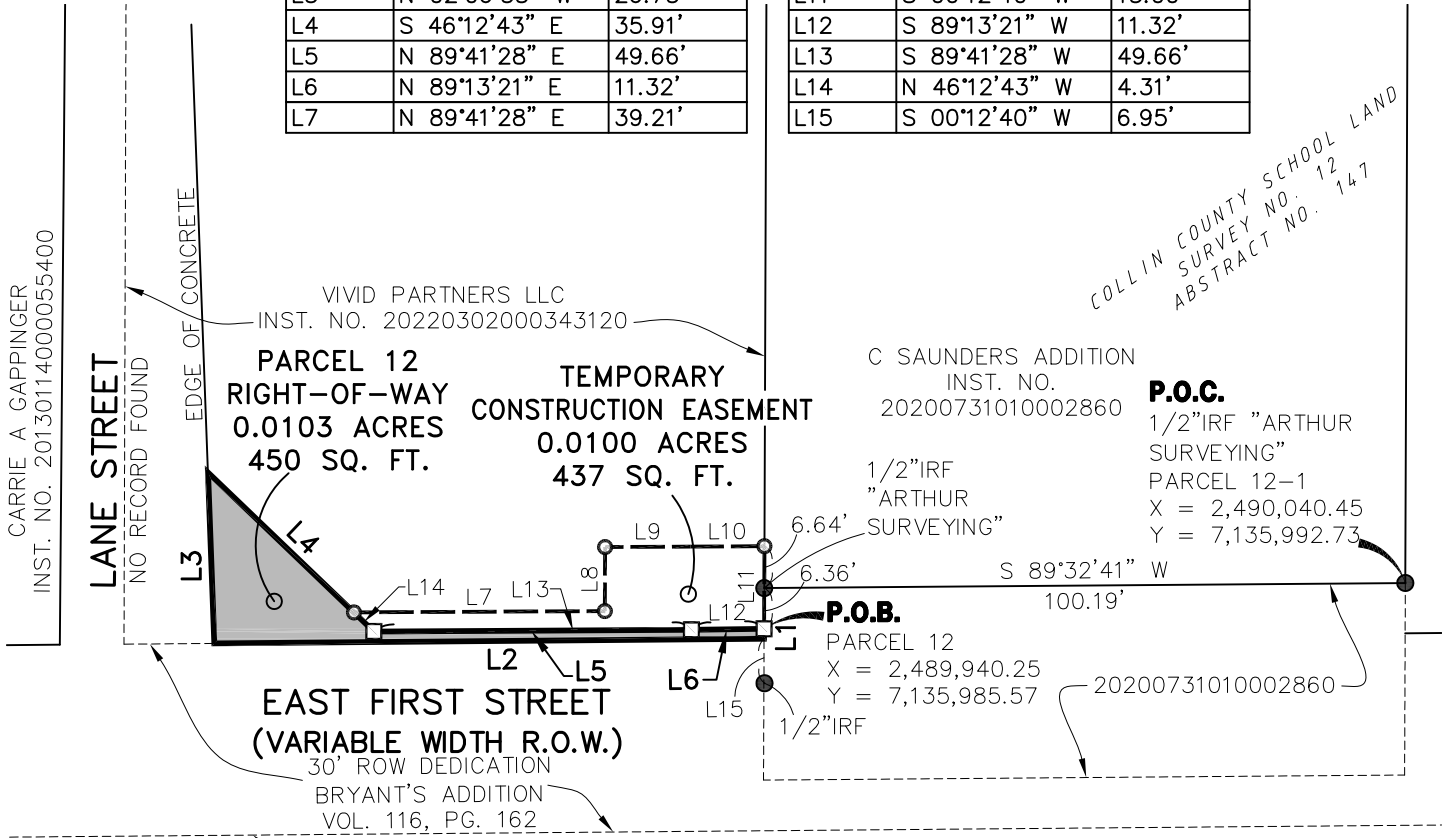
Notes:

1. All bearings and coordinates herein are on the Texas Coordinate System of 1983, North Central Zone, NAD83(2011). All labeled distances are scaled to the surface using the reciprocal (1.000152710) of the project combined scale factor (0.999847313). The system was established on site using the Allterra Central Trimble RTKNET.
2. All record references are to those of the Collin County Clerk unless otherwise noted.
3. A drawing of even date accompanies this description.

LINE TABLE

NUMBER	DIRECTION	DISTANCE
L1	S 00°12'40" W	1.56'
L2	S 89°30'55" W	85.92'
L3	N 02°06'55" W	26.73'
L4	S 46°12'43" E	35.91'
L5	N 89°41'28" E	49.66'
L6	N 89°13'21" E	11.32'
L7	N 89°41'28" E	39.21'

L8	N 00°12'40" E	10.00'
L9	N 89°41'28" E	13.40'
L10	N 89°13'21" E	11.50'
L11	S 00°12'40" W	13.00'
L12	S 89°13'21" W	11.32'
L13	S 89°41'28" W	49.66'
L14	N 46°12'43" W	4.31'
L15	S 00°12'40" W	6.95'



201906013010002530

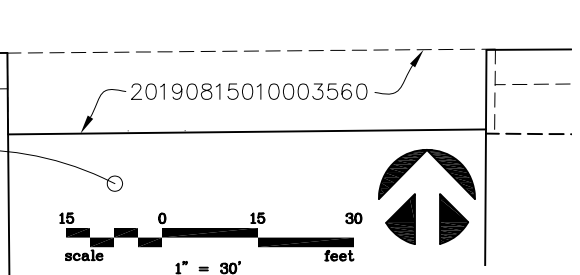
BW EPIC PROPERTIES, LLC
INST. NO. 2020122202301630

LOT 1, BLOCK A
PETTIS US ADDITION
INST. NO. 201906013010002530

VOL. 344 PG. 298

CRAIG A SAUNDERS
INST. NO. 20160331000385780
LOT 1, BLOCK A
SAUNDERS ADDITION
INST. NO. 20190815010003560

METRO AUTO CAR INC
INST. NO. 20070320000375710



- NOTES:**
- All bearings and coordinates herein are on the Texas Coordinate System of 1983, North Central Zone, NAD83 (2011). All labeled distances are scaled to the surface using the inverse (1.000152710) of the project combined scale factor (0.999847313). The system was established on site using the Allterra Central Trimble RTKNET.
 - All record references are to those of the Collin County Clerk unless otherwise noted.
 - A legal description of even date accompanies this drawing.

LEGEND:

- P.O.B. = POINT OF BEGINNING
- P.O.C. = POINT OF COMMENCEMENT
- VOL. PG. = VOLUME, PAGE
- INST. NO. = INSTRUMENT NUMBER
- IRF = IRON ROD FOUND
- = MONUMENT FOUND
- = 5/8" IRON ROD WITH PINK PLASTIC CAP STAMPED "GRANTHAM 10127900" SET
- = POINT FOR CORNER

I, Blake Sudduth, RPLS 6631, hereby certify that this survey was performed in compliance with the land surveying rules of the Texas Board of Professional Engineers and Land Surveyors and was performed in the field under my direction.



08/26/2025

Blake Sudduth, RPLS 6631

8/25/2025

Grantham & Associates
An LJB Engineering Company

6570 NAAMAN FOREST BLVD., SUITE 200, L.B. 2
GARLAND, TEXAS 75044 (972) 864-2333 (TEL)

12 VIVID PARTNERS

TOWN OF PROSPER PARCEL 12
RIGHT-OF-WAY DEDICATION
FIRST STREET (COLEMAN-CRAIG) PROJECT (PRJ# 2305-ST)
OWNER: VIVID PARTNERS LLC
0.0103 ACRES OR 450 SQUARE FEET

EXHIBIT "A"
PAGE 3 OF 3
COLLIN COUNTY, TEXAS

EXHIBIT "A"
Parcel 14
Ernest Mahard
Metes and Bounds Description

Being a 0.0125-acre, 545 square foot tract of land situated in the Collin County School Land Survey No. 12, Abstract Number 147, Town of Prosper, Collin County, Texas, being part of that certain tract of land described by Warranty Deed to Ernest Mahard, recorded in Volume 417, Page 441, and Quit-claim Deed, recorded in Volume 430, Page 276, Deed Records, Collin County, Texas, and being more particularly described as follows:

COMMENCING at a found 1/2-inch iron rod with yellow plastic cap stamped "COLLIS RPLS 1764" in First Street, described by metes and bounds as the southwest corner of a tract of land to Daniel A. and Carrie Gappinger, recorded in Instrument Number 20070705000921820, Official Public Records, Collin County, Texas, and being the southeast corner of said Mahard tract;

THENCE N 00°28'48" E, a distance of 2.96 feet to a point in the north line of a 30-foot dedication (Bryant's Addition, Volume 116, Page 162) for First Street, a variable width right-of-way, and being the POINT OF BEGINNING of the herein described tract and having the following coordinates on the Texas Coordinate System of 1983, North Central Zone, NAD83(2011);
X: 2,489,708.27
Y: 7,135,982.05

THENCE S 89°30'55" W, with the north line of said First Street, a distance of 99.90 feet to a point in the west line of said Mahard tract and the east line of South Field Street (no width given), as described in Warranty Deed to M. M. McElhannon, recorded in Volume 135, Page 200, Deed Records, Collin County, Texas;

THENCE N 00°28'48" E, with the west line of said Mahard tract and the east line of said South Field Street, a distance of 27.49 feet to a set 5/8-inch capped iron rod with pink plastic cap stamped "GRANTHAM 10127900", from which a found 1/2-inch iron rod bears N 00°28'48" E, a distance of 214.40 feet for the northwest corner of said Mahard tract;

THENCE, leaving said common line, over and across said Mahard tract the following courses and distances:

S 44°54'52" E, a distance of 35.12 feet to a set 5/8-inch capped iron rod with pink plastic cap stamped "GRANTHAM 10127900";

N 89°41'28" E, a distance of 74.89 feet to a set 5/8-inch capped iron rod with pink plastic cap stamped "GRANTHAM 10127900" in the east line of said Mahard tract and the west line of said Gappinger tract;

THENCE S 00°28'48" W, with said common line, a distance of 2.18 feet to the POINT OF BEGINNING and containing 0.0125 acres or 545 square feet of land.



8/26/2025

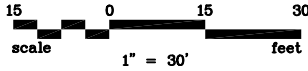
Blake Sudduth, RPLS, Texas Registration No. 6631
6570 Naaman Forest Blvd., Suite 200, L.B. 2
Garland, Texas 75044
Firm Number. 10127900



Item 16.

Notes:

1. All bearings and coordinates herein are on the Texas Coordinate System of 1983, North Central Zone, NAD83(2011). All labeled distances are scaled to the surface using the reciprocal (1.000152710) of the project combined scale factor (0.999847313). The system was established on site using the Allterra Central Trimble RTKNET.
2. All record references are to those of the Collin County Clerk unless otherwise noted.
3. A drawing of even date accompanies this description.

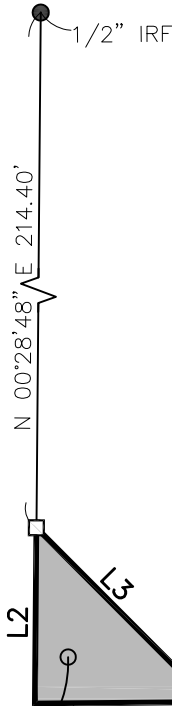


LINE TABLE

NUMBER	DIRECTION	LENGTH
L1	S89°30'55"W	99.90'
L2	N00°28'48"E	27.49'
L3	S44°54'52"E	35.12'
L4	N89°41'28"E	74.89'
L5	S00°28'48"W	2.18'
L6	S89°41'28"W	30.09'
L7	N00°28'48"E	10.00'
L8	N89°41'28"E	30.09'
L9	S00°28'48"W	10.00'

ROBERTO J ALEJOS AND LUCIA GONZALES DEALEJOS VOL. 4853 PG. 1167

FIELD STREET NO WIDTH GIVEN VOL. 135, PG. 200



COLLIN COUNTY SCHOOL LAND SURVEY NO. 12 ABSTRACT NO. 147

ERNEST MAHARD VOL. 417, PG. 441 VOL. 430, PG. 276

CARRIE A GAPPINGER INST. NO. 20130114000055400 INST. NO. 20070705000921820

TEMPORARY CONSTRUCTION EASEMENT 0.0069 ACRES 301 SQ. FT.

P.O.B. PARCEL 14 X = 2,489,708.27 Y = 7,135,982.05

PARCEL 14 RIGHT-OF-WAY 0.0125 ACRES 545 SQ. FT.

EAST FIRST STREET (VARIABLE WIDTH R.O.W.) 30' ROW DEDICATION BRYANT'S ADDITION VOL. 116, PG. 162

P.O.C. 1/2" IRF "COLLIS RPLS 1764" PARCEL 14 X = 2,489,708.25 Y = 7,135,979.10

NO RECORD FOUND

THE BETTY C WIMBERLY LIVING TRUST 2023000104473

AARON ROY POTVIN INST. NO. 20200918001588220

SEAN STANSELL VOL. 4648, PG. 2911

VOL. 344 PG. 298 SEAN STANSELL AND HOLLYN WILLIAMS INST. NO. 20100818000860400

NOTES:

- All bearings and coordinates herein are on the Texas Coordinate System of 1983, North Central Zone, NAD83 (2011). All labeled distances are scaled to the surface using the inverse (1.000152710) of the project combined scale factor (0.999847313). The system was established on site using the Allterra Central Trimble RTKNET.
- All record references are to those of the Collin County Clerk unless otherwise noted.
- A legal description of even date accompanies this drawing.

LEGEND:

- P.O.B. = POINT OF BEGINNING
- P.O.C. = POINT OF COMMENCEMENT
- VOL. PG. = VOLUME, PAGE
- INST. NO. = INSTRUMENT NUMBER
- IRF = IRON ROD FOUND
- = MONUMENT FOUND
- = 5/8" IRON ROD WITH PINK PLASTIC CAP STAMPED "GRANTHAM 10127900" SET
- = POINT FOR CORNER

I, Blake Sudduth, RPLS 6631, hereby certify that this survey was performed in compliance with the land surveying rules of the Texas Board of Professional Engineers and Land Surveyors and was performed in the field under my direction.



08/26/2025

Blake Sudduth, RPLS 6631

TBPELS ENGR. F-5438; SURV. 10127900

8/26/2025

Grantham & Associates
An LJB Engineering Company

6570 NAAMAN FOREST BLVD., SUITE 200, L.B. 2 GARLAND, TEXAS 75044 (972) 864-2333 (TEL)

14 MAHARD

TOWN OF PROSPER PARCEL 14
RIGHT-OF-WAY DEDICATION
FIRST STREET (COLEMAN-CRAIG) PROJECT (PRJ# 2305-ST)
OWNER: ERNEST MAHARD
0.0125 ACRES OR 545 SQUARE FEET

EXHIBIT "A"
PAGE 3 OF 3

COLLIN COUNTY, TEXAS

Page 288

EXHIBIT "A"

Parcel 15

Roberto J Alejos and Lucia Gonzales Dealejos
Metes and Bounds Description

Being a 0.0128-acre, 558 square foot tract of land situated in the Collin County School Land Survey No. 12, Abstract Number 147, Town of Prosper, Collin County, Texas, being part of that certain tract of land described by Warranty Deed with Vendor's Lien to Roberto J. Alejos and Lucia Gonzales Dealejos, recorded in Volume 4853, Page 1167, Deed Records, Collin County, Texas, and being more particularly described as follows:

BEGINNING at a found 3/8-inch iron rod in the north line of a 30-foot dedication (Bryant's Addition, Volume 116, Page 162) for First Street, a variable width right-of-way, at the southwest corner of said Alejos tract and the southeast corner of a tract of land to Conrad Properties, LLC, recorded in Instrument Number 202200011828, Collin County, Texas, and being the POINT OF BEGINNING of the herein described tract and having the following coordinates on the Texas Coordinate System of 1983, North Central Zone, NAD83(2011);

X: 2,489,485.20

Y: 7,135,980.16

THENCE N 00°05'02" E, leaving the north line of said First Street, with the west line of said Alejos tract and the east line of said Conrad Properties tract, a distance of 2.86 feet to a set 5/8-inch capped iron rod with pink plastic cap stamped "GRANTHAM 10127900";

THENCE, leaving said common line, over and across said Alejos tract the following courses and distances:

N 89°41'28" E, a distance of 65.19 feet a set 5/8-inch capped iron rod with pink plastic cap stamped "GRANTHAM 10127900";

N 44°53'15" E, a distance of 35.48 feet a set 5/8-inch capped iron rod with pink plastic cap stamped "GRANTHAM 10127900" in the east line of said Alejos tract and the west line of South Field Street (no width given), as described in Warranty Deed to M. M. McElhannon, recorded in Volume 135, Page 200, Deed Records, Collin County, Texas;

THENCE S 00°05'02" W, with the east line of said Alejos tract and the west line of said South Field Street, a distance of 27.59 feet to a point in the north line of said First Street, from which a found 1/2-inch iron rod with yellow plastic cap stamped "COLLIS RPLS 1764" bears S 00°05'02" W, distance of 1.06 feet, as described in said Alejos deed as the southeast corner;

THENCE S 89°30'55" W, with the north line of said First Street, a distance of 90.19 feet to the POINT OF BEGINNING and containing 0.0128 acres or 558 square feet of land.



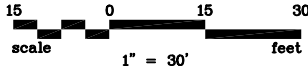
8/26/2025

Blake Sudduth, RPLS, Texas Registration No. 6631
6570 Naaman Forest Blvd., Suite 200, L.B. 2
Garland, Texas 75044
Firm Number. 10127900



Notes:

1. All bearings and coordinates herein are on the Texas Coordinate System of 1983, North Central Zone, NAD83(2011). All labeled distances are scaled to the surface using the reciprocal (1.000152710) of the project combined scale factor (0.999847313). The system was established on site using the Allterra Central Trimble RTKNET.
2. All record references are to those of the Collin County Clerk unless otherwise noted.
3. A drawing of even date accompanies this description.



LINE TABLE

NUMBER	DIRECTION	LENGTH
L1	N00°05'02"E	2.86'
L2	N89°41'28"E	65.19'
L3	N44°53'15"E	35.48'
L4	S00°05'02"W	27.59'
L5	S89°30'55"W	90.19'

L6	N00°05'02"E	5.00'
L7	N89°41'28"E	5.70'
L8	N00°05'02"E	5.50'
L9	N89°41'28"E	37.32'
L10	S00°05'02"W	10.50'
L11	S89°41'28"W	43.02'

COLLIN COUNTY SCHOOL LAND
SURVEY NO. 12
ABSTRACT NO. 147

CONRAD PROPERTIES LLC
INST. NO. 2022000111828

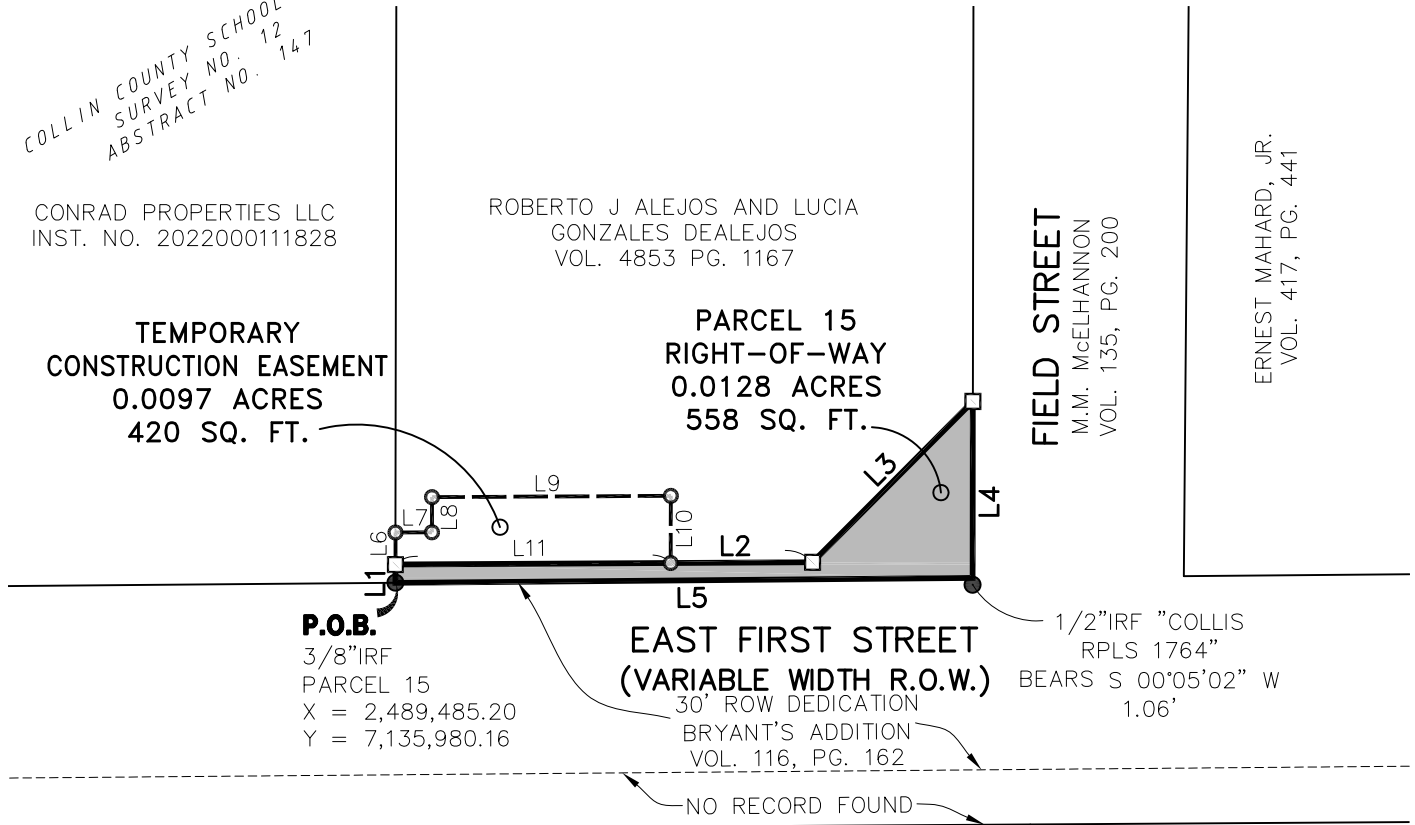
ROBERTO J ALEJOS AND LUCIA
GONZALES DEALEJOS
VOL. 4853 PG. 1167

FIELD STREET
M.M. McELHANNON
VOL. 135, PG. 200

ERNEST MAHARD, JR.
VOL. 417, PG. 441

TEMPORARY
CONSTRUCTION EASEMENT
0.0097 ACRES
420 SQ. FT.

PARCEL 15
RIGHT-OF-WAY
0.0128 ACRES
558 SQ. FT.



P.O.B.
3/8" IRF
PARCEL 15
X = 2,489,485.20
Y = 7,135,980.16

**EAST FIRST STREET
(VARIABLE WIDTH R.O.W.)**
30' ROW DEDICATION
BRYANT'S ADDITION
VOL. 116, PG. 162

1/2" IRF "COLLIS
RPLS 1764"
BEARS S 00°05'02" W
1.06'

NO RECORD FOUND

CHRISTOPHER MAX AND MYRA L
HUGHES
INST. NO. 20210521001028260

BETTY WIMBERLY
INST. NO. 2022000130007

AARON ROY POTVIN
INST. NO. 20200918001588220

NOTES:

- All bearings and coordinates herein are on the Texas Coordinate System of 1983, North Central Zone, NAD83 (2011). All labeled distances are scaled to the surface using the inverse (1.000152710) of the project combined scale factor (0.999847313). The system was established on site using the Allterra Central Trimble RTKNET.
- All record references are to those of the Collin County Clerk unless otherwise noted.
- A legal description of even date accompanies this drawing.

LEGEND:

- P.O.B. = POINT OF BEGINNING
- P.O.C. = POINT OF COMMENCEMENT
- VOL. PG. = VOLUME, PAGE
- INST. NO. = INSTRUMENT NUMBER
- IRF = IRON ROD FOUND
- = MONUMENT FOUND
- = 5/8" IRON ROD WITH PINK PLASTIC CAP STAMPED "GRANTHAM 10127900" SET
- = POINT FOR CORNER

I, Blake Sudduth, RPLS 6631, hereby certify that this survey was performed in compliance with the land surveying rules of the Texas Board of Professional Engineers and Land Surveyors and was performed in the field under my direction.



08/26/2025

Blake Sudduth, RPLS 6631

TBPELS ENGR. F-5438; SURV. 10127900

8/26/2025

Grantham & Associates
An LJB Engineering Company

6570 NAAMAN FOREST BLVD., SUITE 200, L.B. 2
GARLAND, TEXAS 75044

(972) 864-2333 (TEL)

15 ALEJOS

TOWN OF PROSPER PARCEL 15
RIGHT-OF-WAY DEDICATION
FIRST STREET (COLEMAN-CRAIG) PROJECT (PRJ# 2305-ST)
OWNER: ROBERTO J. ALEJOS AND LUCIA GONZALES DE ALEJOS
0.0128 ACRES OR 558 SQUARE FEET

EXHIBIT "A"
PAGE 3 OF 3

COLLIN COUNTY, TEXAS

Page 291

EXHIBIT "A"
Parcel 16
Conrad Properties, LLC
Metes and Bounds Description

Being a 0.0061-acre, 264 square foot tract of land situated in the Collin County School Land Survey No. 12, Abstract Number 147, Town of Prosper, Collin County, Texas, being part of that certain tract of land described by metes and bounds in Warranty Deed to Conrad Properties, LLC, recorded in Instrument Number 2022000111828, Official Public Records, Collin County, Texas, and being more particularly described as follows:

BEGINNING at a found 3/8-inch iron rod in the north line of a 30-foot dedication (Bryant's Addition, Volume 116, Page 162) for First Street, a variable width right-of-way, at the described southeast corner of said Conrad Properties tract and the southwest corner of a tract of land to Roberto J. Alejos and Lucia Gonzales Dealejos, recorded in Volume 4853, Page 1167, Deed Records, Collin County, Texas, and being the POINT OF BEGINNING of the herein described tract and having the following coordinates on the Texas Coordinate System of 1983, North Central Zone, NAD83(2011);
X: 2,489,485.20
Y: 7,135,980.16

THENCE S 89°30'55" W, with the north line of First Street, a distance of 88.25 feet to a point, from which a found 3/8-inch iron rod bears N 00°05'02" E, a distance of 0.71 feet for the described southwest corner of said Conrad Properties tract;

THENCE N 00°05'02" E, leaving the north line of said First Street, a distance of 3.13 feet to a set 5/8-inch capped iron rod with pink plastic cap stamped "GRANTHAM 10127900" in the west line of said Conrad Properties tract;

THENCE N 89°41'28" E, leaving said west line, over and across said Conrad Properties tract, a distance of 88.24 feet to a set 5/8-inch capped iron rod with pink plastic cap stamped "GRANTHAM 10127900" in the east line of said Conrad Properties tract and the west line of said Alejos tract;

THENCE S 00°05'02" W, with said common line, a distance of 2.86 feet to the POINT OF BEGINNING and containing 0.0061 acres or 264 square feet of land.

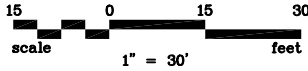
8/27/2025

Blake Sudduth, RPLS, Texas Registration No. 6631
6570 Naaman Forest Blvd., Suite 200, L.B. 2
Garland, Texas 75044
Firm Number. 10127900



Notes:

1. All bearings and coordinates herein are on the Texas Coordinate System of 1983, North Central Zone, NAD83(2011). All labeled distances are scaled to the surface using the reciprocal (1.000152710) of the project combined scale factor (0.999847313). The system was established on site using the Allterra Central Trimble RTKNET.
2. All record references are to those of the Collin County Clerk unless otherwise noted.
3. A drawing of even date accompanies this description.



LINE TABLE

NUMBER	DIRECTION	LENGTH
L1	S89°30'55"W	88.25'
L2	N00°05'02"E	3.13'
L3	N89°41'28"E	88.24'
L4	S00°05'02"W	2.86'
L5	N00°05'02"E	8.00'
L6	N89°41'28"E	27.61'
L7	S00°05'02"W	3.00'
L8	N89°41'28"E	60.64'
L9	S00°05'02"W	5.00'
L10	S89°41'28"W	88.24'

ST MARK TRACT 3
CHURCH OF ORTHODOX
INST. NO. 20211115002329420

COLLIN COUNTY SCHOOL LAND
SURVEY NO. 12
ABSTRACT NO. 147

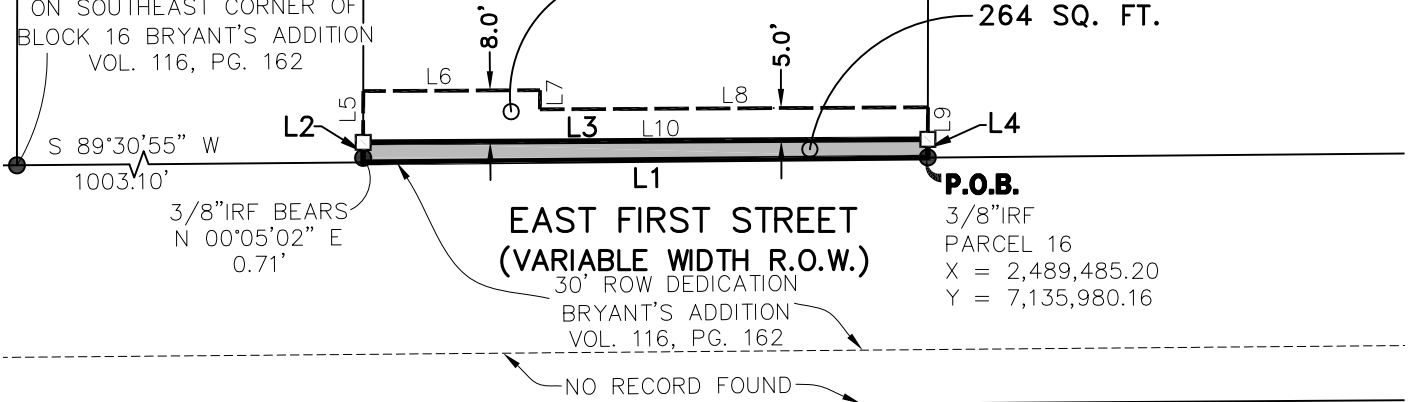
CONRAD PROPERTIES LLC
INST. NO. 202200011828

ROBERTO J ALEJOS AND LUCIA
GONZALES DEALEJOS
VOL. 4853 PG. 1167

TEMPORARY
CONSTRUCTION EASEMENT
0.0120 ACRES
524 SQ. FT.

PARCEL 16
RIGHT-OF-WAY
0.0061 ACRES
264 SQ. FT.

1/2" IRF ILLEGIBLE RED CAP
ON SOUTHEAST CORNER OF
BLOCK 16 BRYANT'S ADDITION
VOL. 116, PG. 162



3/8" IRF BEARS
N 00°05'02" E
0.71'

EAST FIRST STREET
(VARIABLE WIDTH R.O.W.)
30' ROW DEDICATION
BRYANT'S ADDITION
VOL. 116, PG. 162

P.O.B.
3/8" IRF
PARCEL 16
X = 2,489,485.20
Y = 7,135,980.16

PAUL THIENVANICH
INST. NO. 2022000108255

CHRISTOPHER MAX AND MYRA L
HUGHES
INST. NO. 20210521001028260

BETTY WIMBERLY
INST. NO. 202200013000

NOTES:

- All bearings and coordinates herein are on the Texas Coordinate System of 1983, North Central Zone, NAD83 (2011). All labeled distances are scaled to the surface using the inverse (1.000152710) of the project combined scale factor (0.999847313). The system was established on site using the Allterra Central Trimble RTKNET.
- All record references are to those of the Collin County Clerk unless otherwise noted.
- A legal description of even date accompanies this drawing.

LEGEND:

- P.O.B. = POINT OF BEGINNING
- P.O.C. = POINT OF COMMENCEMENT
- VOL. PG. = VOLUME, PAGE
- INST. NO. = INSTRUMENT NUMBER
- IRF = IRON ROD FOUND
- = MONUMENT FOUND
- = 5/8" IRON ROD WITH PINK PLASTIC CAP STAMPED "GRANTHAM 10127900" SET
- = POINT FOR CORNER

I, Blake Sudduth, RPLS 6631, hereby certify that this survey was performed in compliance with the land surveying rules of the Texas Board of Professional Engineers and Land Surveyors and was performed in the field under my direction.



8/27/2025

Blake Sudduth, RPLS 6631

8/27/2025

16 CONRAD PROPERTIES

TBPELS ENGR. F-5438; SURV. 10127900

Grantham & Associates
An LJB Engineering Company

6570 NAAMAN FOREST BLVD., SUITE 200, L.B. 2
GARLAND, TEXAS 75044

(972) 864-2333 (TEL)

TOWN OF PROSPER PARCEL 16
RIGHT-OF-WAY DEDICATION
FIRST STREET (COLEMAN-CRAIG) PROJECT (PRJ# 2305-ST)
OWNER: CONRAD PROPERTIES, LLC
0.0061 ACRES OR 264 SQUARE FEET

EXHIBIT "A"
PAGE 2 OF 2

COLLIN COUNTY, TEXAS

EXHIBIT "A"
Parcel 17
St Mark Coptic Orthodox Church of Frisco
Metes and Bounds Description

Being a 0.0087-acre, 378 square foot tract of land situated in the Collin County School Land Survey No. 12, Abstract Number 147, Town of Prosper, Collin County, Texas, being part of that certain tract of land described by Special Warranty Deed with Vendor's Lien to St Mark Coptic Orthodox Church of Frisco, Tract 3, recorded in Instrument Number 2021115002329420, Official Public Records, Collin County, Texas, and being more particularly described as follows:

COMMENCING at a found 1/2-inch iron rod at the interior corner of said St Mark Church tract and the northeast corner of a tract of land to Sara Sangani, recorded in Instrument Number 20171211001630830, Official Public Records, Collin County, Texas, from which a found 5/8-inch iron rod with yellow plastic cap stamped "RPLS 1890" bears N 18°20'17" E, a distance of 3.18;

THENCE S 00°21'35" W, with a west line of said St Mark Church tract and the east line of said Sangani tract, a distance of 135.74 feet to a set 5/8-inch capped iron rod with pink plastic cap stamped "GRANTHAM 10127900", and being the POINT OF BEGINNING of the herein described tract and having the following coordinates on the Texas Coordinate System of 1983, North Central Zone, NAD83(2011);
X: 2,489,282.82
Y: 7,135,981.93

THENCE N 89°41'28" E, leaving said common line, over and across said St Mark Church tract, a distance of 114.17 feet to a set 5/8-inch capped iron rod with pink plastic cap stamped "GRANTHAM 10127900" in the east line of said St. Mark Church tract and the west line of a tract of land to Conrad Properties, LLC, recorded in Instrument Number 2022000111828, Official Public Records, Collin County, Texas;

THENCE S 00°05'02" W, with said common line, a distance of 3.13 feet to a point in the north line of a 30-foot dedication (Bryant's Addition, Volume 116, Page 162) for First Street, a variable width right-of-way, from which a found 3/8-inch iron rod for bears N 00°05'02" E, a distance of 0.71 feet for the described southwest corner of said Conrad Properties tract;

THENCE S 89°30'55" W, with the north line of said First Street, a distance of 114.19 feet to a point, from which a found 1/2-inch iron rod bears N 00°21'35" E, a distance of 0.60 feet for the described southeast corner of said Sangani tract, from which a found 1/2-inch iron rod with illegible red cap bears S 89°30'55" W, a distance of 888.92 feet for the southeast corner of Block 16 of said Bryant's Addition;

THENCE N 00°21'35" E, leaving the north line of said East First Street, with the west line of said St Mark Church tract and the east line of said Sangani tract, a distance of 3.48 feet to the POINT OF BEGINNING and containing 0.0087 acres or 378 square feet of land.



8/27/2025

Blake Sudduth, RPLS, Texas Registration No. 6631
6570 Naaman Forest Blvd., Suite 200, L.B. 2
Garland, Texas 75044
Firm Number. 10127900

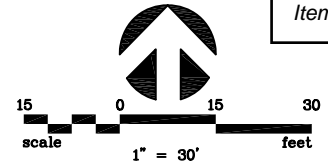


Notes:

1. All bearings and coordinates herein are on the Texas Coordinate System of 1983, North Central Zone, NAD83(2011). All labeled distances are scaled to the surface using the reciprocal (1.000152710) of the project combined scale factor (0.999847313). The system was established on site using the Allterra Central Trimble RTKNET.
2. All record references are to those of the Collin County Clerk unless otherwise noted.
3. A drawing of even date accompanies this description.

LINE TABLE

NUMBER	DIRECTION	LENGTH
L1	N89°41'28"E	114.17'
L2	S00°05'02"W	3.13'
L3	S89°30'55"W	114.19'
L4	N00°21'35"E	3.48'
L5	N89°41'28"E	55.39'
L6	S00°21'35"W	5.00'
L7	S89°41'28"W	55.39'
L8	N00°21'35"E	5.00'
L9	N00°05'02"E	8.00'
L10	N89°41'28"E	9.49'
L11	S00°05'02"W	8.00'
L12	S89°41'28"W	9.49'



COLLIN COUNTY SCHOOL LAND
SURVEY NO. 12
ABSTRACT NO. 147

5/8"IRF YELLOW PLASTIC
N 18°20'17" E CAP "RPLS 1890"
3.18'

P.O.C.
1/2"IRF
PARCEL 17
X = 2,489,283.68
Y = 7,136,117.65

SARA SANGANI
INST. NO.
20171211001630830

TRACT 3
ST MARK COPTIC ORTHODOX
CHURCH OF FRISCO
INST. NO. 2021115002329420

CONRAD PROPERTIES LLC
INST. NO. 2022000111828

TEMPORARY CONSTRUCTION EASEMENT
0.0064 ACRES
277 SQ. FT.

TEMPORARY CONSTRUCTION EASEMENT
0.0017 ACRES
76 SQ. FT.

P.O.B.
PARCEL 17
X = 2,489,282.82
Y = 7,135,981.93

S 89°30'55" W
888.92
L4

1/2"IRF ILLEGIBLE RED CAP
ON SOUTHEAST CORNER OF
BLOCK 16 BRYANT'S ADDITION
VOL. 116, PG. 162

S 00°21'35" W
135.74'

1/2"IRF BEARS
N 00°21'35" E
0.60'

**PARCEL 17
RIGHT-OF-WAY**
0.0087 ACRES
378 SQ. FT.

**EAST FIRST STREET
(VARIABLE WIDTH R.O.W.)**
30' ROW DEDICATION
BRYANT'S ADDITION
VOL. 116, PG. 162

NO RECORD FOUND

3/8"IRF BEARS
N 00°05'02" E
0.71'

PAUL AND PACHARAKORN
THIENVANICH
INST. NO. 20141219001385860

PAUL AND MARK THIENVANICH
INST. NO. 20170718000940600

PAUL THIENVANICH
INST. NO. 2022000108255

CHRISTOPHER MAX
AND MYRA L HUGHES
INST. NO.
20210521001028260

LEGEND:

- P.O.B. = POINT OF BEGINNING
- P.O.C. = POINT OF COMMENCEMENT
- VOL. PG. = VOLUME, PAGE
- INST. NO. = INSTRUMENT NUMBER
- IRF = IRON ROD FOUND
- = MONUMENT FOUND
- = 5/8" IRON ROD WITH PINK PLASTIC CAP STAMPED "GRANTHAM 10127900" SET
- = POINT FOR CORNER

I, Blake Sudduth, RPLS 6631, hereby certify that this survey was performed in compliance with the land surveying rules of the Texas Board of Professional Engineers and Land Surveyors and was performed in the field under my direction.



[Signature]
8/27/2025
Blake Sudduth, RPLS 6631

NOTES:

1. All bearings and coordinates herein are on the Texas Coordinate System of 1983, North Central Zone, NAD83 (2011). All labeled distances are scaled to the surface using the inverse (1.000152710) of the project combined scale factor (0.999847313). The system was established on site using the Allterra Central Trimble RTKNET.
2. All record references are to those of the Collin County Clerk unless otherwise noted.
3. A legal description of even date accompanies this drawing.

8/27/2025	<p>TBPELS ENGR. F-5438; SURV. 10127900</p> <p>Grantham & Associates An LJB Engineering Company</p> <p>6570 NAAMAN FOREST BLVD., SUITE 200, L.B. 2 GARLAND, TEXAS 75044</p> <p>(972) 864-2333 (TEL)</p>
17 ST MARK COPTIC	<p>TOWN OF PROSPER PARCEL 17 RIGHT-OF-WAY DEDICATION FIRST STREET (COLEMAN-CRAIG) PROJECT (PRJ# 2305-ST) OWNER: ST MARK COPTIC ORTHODOX CHURCH OF FRISCO 0.0087 ACRES OR 378 SQUARE FEET</p> <p>EXHIBIT "A" PAGE 3 OF 3</p> <p>COLLIN COUNTY, TEXAS</p>

EXHIBIT "A"
Parcel 18
Sara Sangani
Metes and Bounds Description

Being a 0.0163-acre, 710 square foot tract of land situated in the Collin County School Land Survey No. 12, Abstract Number 147, Town of Prosper, Collin County, Texas, being part of that certain tract of land described by Warranty Deed to Sara Sangani, recorded in Instrument Number 20171211001630830, Official Public Records, Collin County, Texas, and being more particularly described as follows:

COMMENCING at a found 1/2-inch iron rod at the northeast corner of said Sangani tract and the interior corner of a tract of land to St Mark Coptic Orthodox Church of Frisco, Tract 3, recorded in Instrument Number 20211115002329420, Official Public Records, Collin County, Texas, from which a found 5/8-inch iron rod with yellow plastic cap stamped "RPLS 1890" bears N 18°20'17" E, a distance of 3.18;

THENCE S 00°21'35" W, with a west line of said Tract 3 and the east line of said Sangani tract, a distance of 135.74 feet to a set 5/8-inch capped iron rod with pink plastic cap stamped "GRANTHAM 10127900", and being the POINT OF BEGINNING of the herein described tract and having the following coordinates on the Texas Coordinate System of 1983, North Central Zone, NAD83(2011);
X: 2,489,282.82
Y: 7,135,981.93

THENCE S 00°21'35" W, continuing with said common line, a distance of 3.48 feet to a point in the north line of a 30-foot dedication (Bryant's Addition, Volume 116, Page 162) for First Street, a variable width right-of-way, from which a found 1/2-inch iron rod bears S 00°21'35" W, a distance of 0.60 feet for the described southeast corner of said Sangani tract;

THENCE S 89°30'55" W, with the north line of said First Street, a distance of 108.92 feet to a point in the east line of South Parvin Street, a 60 foot right-of-way of said Bryant's Addition, from which a found 1/2-inch iron rod with illegible red cap bears S 89°30'55" W, a distance of 780.00 feet for the southeast corner of Block 16 of said Bryant's Addition;

THENCE N 00°29'05" W, leaving the north line of said First Street, with the east line of said South Parving Street, a distance of 28.82 feet to a set 5/8-inch capped iron rod with pink plastic cap stamped "GRANTHAM 10127900", from which a found 5/8-inch iron rod with yellow plastic cap stamped "RPLS 1890" bears N 00°54'01" W, a distance of 115.18 feet, also from which a found 3/8-inch iron bears N 01°02'19" W, a distance of 113.02 feet;

THENCE, leaving the east line of said South Parvin Street, over and across said Sangani tract the following courses and distances:

S 45°23'48" E, a distance of 35.41 feet to a set 5/8-inch capped iron rod with pink plastic cap stamped "GRANTHAM 10127900";

N 89°41'28" E, a distance of 83.96 feet to the POINT OF BEGINNING and containing 0.0163 acres or 710 square feet of land.

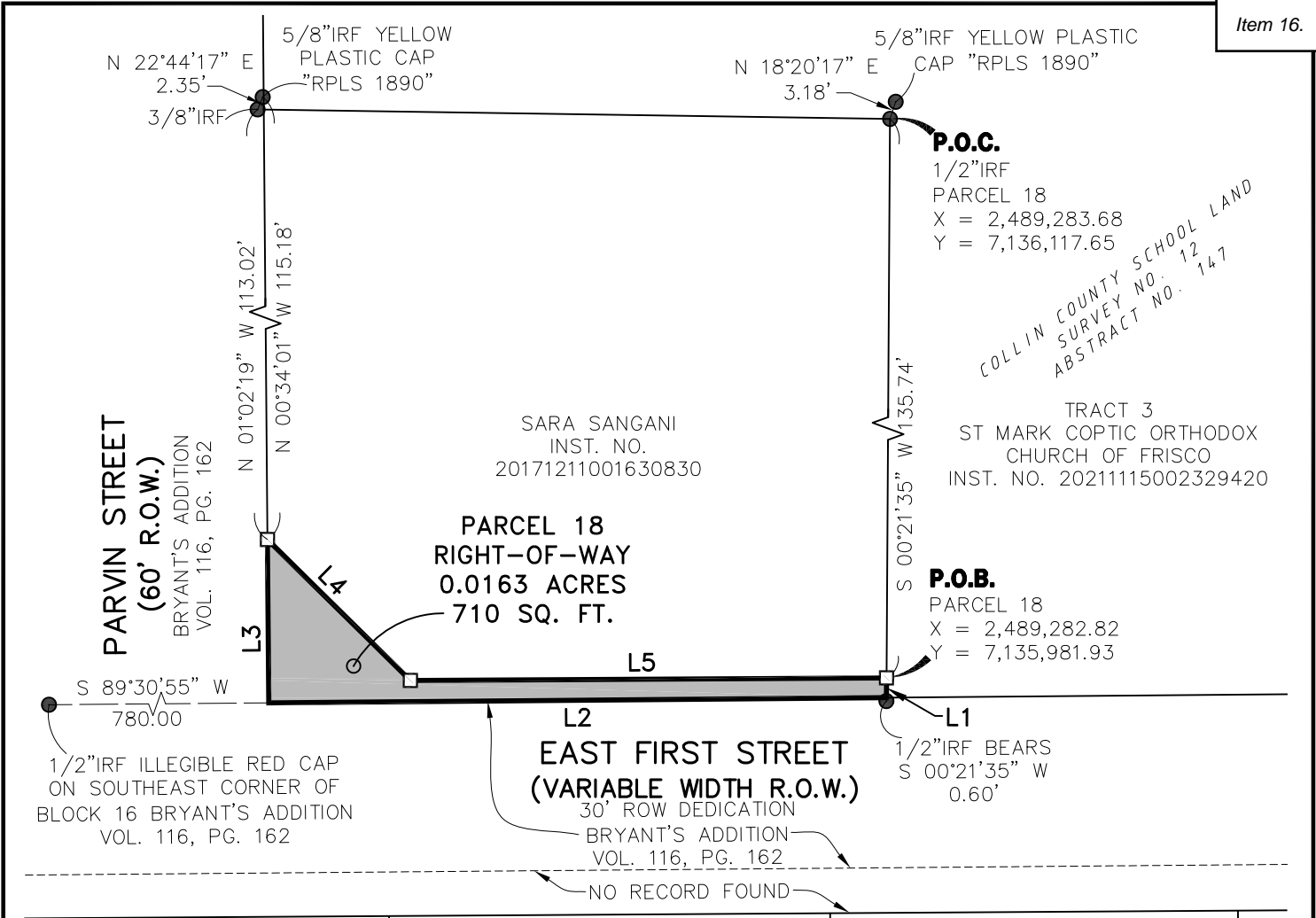


8/27/2025

Blake Sudduth, RPLS, Texas Registration No. 6631
6570 Naaman Forest Blvd., Suite 200, L.B. 2
Garland, Texas 75044
Firm Number. 10127900

Notes:

1. All bearings and coordinates herein are on the Texas Coordinate System of 1983, North Central Zone, NAD83(2011). All labeled distances are scaled to the surface using the reciprocal (1.000152710) of the project combined scale factor (0.999847313). The system was established on site using the Allterra Central Trimble RTKNET.
2. All record references are to those of the Collin County Clerk unless otherwise noted.
3. A drawing of even date accompanies this description.



PROSPER INDEPENDENT SCHOOL DISTRICT
INST. NO. 20210224000358070

PAUL AND PACHARAKORN THIENVANICH
INST. NO. 20141219001385860

PAUL AND MARK THIENVANICH
INST. NO. 20170718000940600

LINE TABLE

NUMBER	DIRECTION	LENGTH
L1	S00°21'35"W	3.48'
L2	S89°30'55"W	108.92'
L3	N00°29'05"W	28.82'
L4	S45°23'48"E	35.41'
L5	N89°41'28"E	83.96'

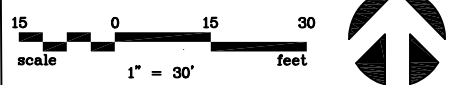
LEGEND:

- P.O.B. = POINT OF BEGINNING
- P.O.C. = POINT OF COMMENCEMENT
- VOL. PG. = VOLUME, PAGE
- INST. NO. = INSTRUMENT NUMBER
- IRF = IRON ROD FOUND
- = MONUMENT FOUND
- = 5/8" IRON ROD WITH PINK PLASTIC CAP STAMPED "GRANTHAM 10127900" SET
- = POINT FOR CORNER

I, Blake Sudduth, RPLS 6631, hereby certify that this survey was performed in compliance with the land surveying rules of the Texas Board of Professional Engineers and Land Surveyors and was performed in the field under my direction.



Blake Sudduth
8/27/2025
Blake Sudduth, RPLS 6631



NOTES:

1. All bearings and coordinates herein are on the Texas Coordinate System of 1983, North Central Zone, NAD83 (2011). All labeled distances are scaled to the surface using the inverse (1.000152710) of the project combined scale factor (0.999847313). The system was established on site using the Allterra Central Trimble RTKNET.
2. All record references are to those of the Collin County Clerk unless otherwise noted.
3. A legal description of even date accompanies this drawing.

8/27/2025

Grantham & Associates
An LJB Engineering Company

6570 NAAMAN FOREST BLVD., SUITE 200, L.B. 2
GARLAND, TEXAS 75044

(972) 864-2333 (TEL)

18 SANGANI

TOWN OF PROSPER PARCEL 18
RIGHT-OF-WAY DEDICATION
FIRST STREET (COLEMAN-CRAIG) PROJECT (PRJ# 2305-ST)
OWNER: SARA SANGANI
0.0163 ACRES OR 710 SQUARE FEET

EXHIBIT "A"
PAGE 3 OF 3

COLLIN COUNTY, TEXAS

Page 299

EXHIBIT "A"
Parcel 22
Elvia Convento Velez and Efrain Convento Franco
Metes and Bounds Description

Being a 0.0028-acre, 122 square foot tract of land situated in the Collin County School Land Survey No. 12, Abstract Number 147, Town of Prosper, Collin County, Texas, being part of that certain tract of land described by General Warranty Deed with Vendor's Lien in Favor of Third Party to Elvia Convento Velez and Efrain Convento Franco, recorded in Volume 4619, Page 4, Official Public Records, Collin County, Texas, and being Lots 1 and 2, Block 23 of Bryant's Addition, recorded in Volume 116, Page 162, Deed Records, Collin County, Texas, and being more particularly described as follows:

COMMENCING at a found 1/2-inch iron rod with yellow plastic cap stamped "AUTHUR SURVEYING COMPANY" at the northeast corner of said Lot 2;

THENCE S 00°29'05" E, with the east line of said Lot 2, a distance of 124.24 feet to a set 5/8-inch capped iron rod with pink plastic cap stamped "GRANTHAM 10127900" for the POINT OF BEGINNING of the herein described tract and having the following coordinates on the Texas Coordinate System of 1983, North Central Zone, NAD83(2011);
X: 2,488,554.01
Y: 7,135,973.74

THENCE S 00°29'05" E, continuing with said common line, a distance of 1.45 feet to a point in the north line of a 30-foot dedication (of said Bryant's Addition) for First Street, a variable width right-of-way;

THENCE S 89°30'55" W, leaving the east line of said Lot 2 and with the north line of said First Street, a distance of 100.00 feet to a point for the southwest corner of said Lot 1, and being in the east line of College Street, 60 foot right-of-way dedication of said Bryant's Addition, from which a found 1/2-inch iron rod with illegible red plastic cap bears S 89°30'55" W, a distance of 60 feet for the southeast corner of Block 16 of said Bryant's Addition;

THENCE N 00°29'05" W, leaving the north line of said First Street, with the east line of said College Street, a distance of 0.99 feet to a set 5/8-inch capped iron rod with pink plastic cap stamped "GRANTHAM 10127900";

THENCE N 89°15'16" E, leaving the east line of said College Steet, over and across said Lots 1 and 2, a distance of 100 feet to the POINT OF BEGINNING and containing 0.0028 acres or 122 square feet of land.

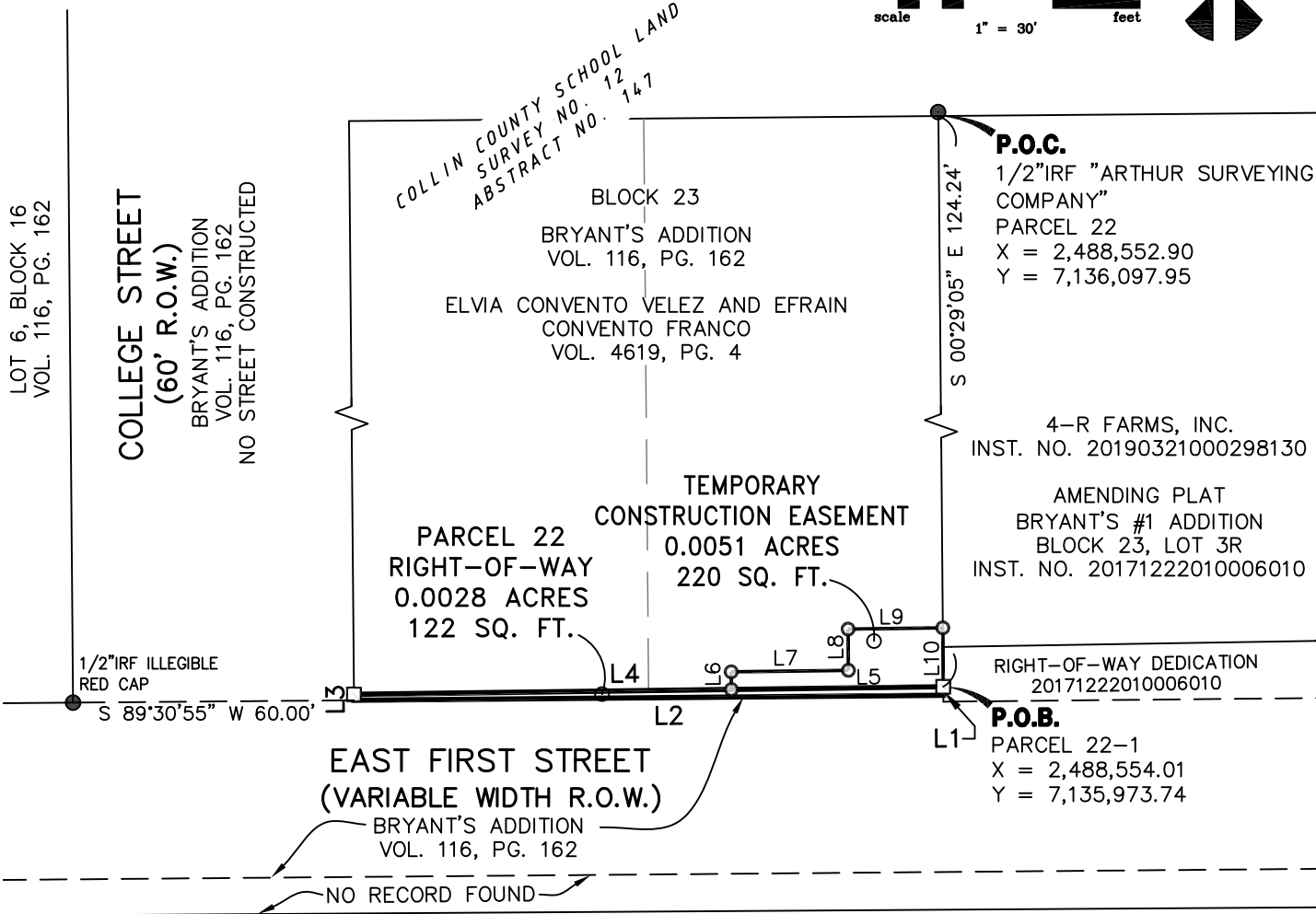
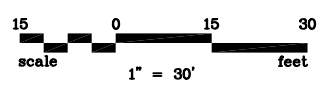
9/26/2025

Blake Sudduth, RPLS, Texas Registration No. 6631
6570 Naaman Forest Blvd., Suite 200, L.B. 2
Garland, Texas 75044
Firm Number. 10127900



Notes:

1. All bearings and coordinates herein are on the Texas Coordinate System of 1983, North Central Zone, NAD83(2011). All labeled distances are scaled to the surface using the reciprocal (1.000152710) of the project combined scale factor (0.999847313). The system was established on site using the Allterra Central Trimble RTKNET.
2. All record references are to those of the Collin County Clerk unless otherwise noted.
3. A drawing of even date accompanies this description.



P.O.C.
 1/2" IRF "ARTHUR SURVEYING COMPANY"
 PARCEL 22
 X = 2,488,552.90
 Y = 7,136,097.95

4-R FARMS, INC.
 INST. NO. 20190321000298130

AMENDING PLAT
 BRYANT'S #1 ADDITION
 BLOCK 23, LOT 3R
 INST. NO. 20171222010006010

RIGHT-OF-WAY DEDICATION
 20171222010006010

P.O.B.
 PARCEL 22-1
 X = 2,488,554.01
 Y = 7,135,973.74

TRACT 1
 LRS VENTURES LLC
 LRS ENTERPRISES LLC
 INST. NO. 2022000138429

LINE TABLE

NUMBER	DIRECTION	LENGTH
L1	S00°29'05"E	1.45'
L2	S89°30'55"W	100.00'
L3	N00°29'05"W	0.99'
L4	N89°15'16"E	100.00'
L5	S89°15'16"W	35.96'

L6	N00°29'05"W	3.00'
L7	N89°15'16"E	19.89'
L8	N00°29'05"W	7.00'
L9	N89°15'16"E	16.07'
L10	S00°29'05"E	10.00'

NOTES:

- All bearings and coordinates herein are on the Texas Coordinate System of 1983, North Central Zone, NAD83 (2011). All labeled distances are scaled to the surface using the inverse (1.000152710) of the project combined scale factor (0.999847313). The system was established on site using the Allterra Central Trimble RTKNET.
- All record references are to those of the Collin County Clerk unless otherwise noted.
- A legal description of even date accompanies this drawing.

LEGEND:

- P.O.B. = POINT OF BEGINNING
- P.O.C. = POINT OF COMMENCEMENT
- VOL. PG. = VOLUME, PAGE
- INST. NO. = INSTRUMENT NUMBER
- IRF = IRON ROD FOUND
- = MONUMENT FOUND
- = 5/8" IRON ROD WITH PINK PLASTIC CAP STAMPED "GRANTHAM 10127900" SET
- = POINT FOR CORNER

I, Blake Sudduth, RPLS 6631, hereby certify that this survey was performed in compliance with the land surveying rules of the Texas Board of Professional Engineers and Land Surveyors and was performed in the field under my direction.



[Signature] 9/26/2025
 Blake Sudduth, RPLS 6631

9/24/2025

Grantham & Associates
 An LJB Engineering Company

6570 NAAMAN FOREST BLVD., SUITE 200, L.B. 2
 GARLAND, TEXAS 75044 (972) 864-2333 (TEL)

22 CONVENTO

TOWN OF PROSPER PARCEL 22
 RIGHT-OF-WAY DEDICATION
 FIRST STREET (COLEMAN-CRAIG) PROJECT (PRJ# 2305-ST)
 OWNER: ELVIA CONVENTO VELEZ AND EFRAIN CONVENTO FRANCO
 0.0028 ACRES OR 122 SQUARE FEET

EXHIBIT "A"
PAGE 3 OF 3
COLLIN COUNTY, TEXAS

Page 302

EXHIBIT "A"
Parcel 25
First Baptist Church Prosper, Texas
Metes and Bounds Description

Parcel 25-1

Being a 0.0485-acre, 2,114 square foot tract of land situated in the Collin County School Land Survey No. 12, Abstract Number 147, Town of Prosper, Collin County, Texas, being part of that certain tract of land described by Special Warranty Deed with Vendor's Lien to First Baptist Church Prosper, Texas, recorded in Instrument Number 2022000069608, Official Public Records, Collin County, Texas, and being more particularly described as follows:

COMMENCING at a found 1/2-inch iron for the southwest corner of said Church tract and the southeast corner of a tract of land to LRS Ventures LLC and LRS Enterprises LLC, recorded in Instrument Number 2025000034899, Official Public Records, Collin County, Texas;

THENCE N 00°54'08" W, with the west line of said Church tract and the east line of said LRS tract, a distance of 285.66 feet to a set 5/8-inch capped iron rod with pink plastic cap stamped "GRANTHAM 10127900" for the POINT OF BEGINNING of the herein described tract and having the following coordinates on the Texas Coordinate System of 1983, North Central Zone, NAD83(2011);
X: 2,488,635.12
Y: 7,135,921.79

THENCE N 00°54'08" W, continuing with said common line, passing at a distance of 6.37 feet a found 1/2-inch iron rod for reference, continuing in all a total distance of 14.62 feet to a point in First Street, a variable width right-of-way, no deed found, for the northwest corner of said Church tract and the northeast corner of said LRS tract;

THENCE N 89°38'16" E, with the north line of said Church tract and the south line of said First Street, a distance of 149.79 feet to a point for the northeast corner of said Church tract and the northwest corner of tract of land to Prosper Independent School District, recorded in Instrument Number 20210224000358080, Official Public Records, Collin County, Texas;

THENCE S 00°55'26" E, leaving said common line, with the east line of said Church tract and the west line of said School tract, a distance of 13.61 feet to a set 5/8-inch capped iron rod with pink plastic cap stamped "GRANTHAM 10127900";

THENCE S 89°15'16" W, leaving said common line, over and across said Church tract, a distance of 149.79 feet to the POINT OF BEGINNING and containing 0.0485 acres or 2,114 square feet of land.

Parcel 25-2

Being a 0.0073-acre, 317 square foot tract of land situated in the Collin County School Land Survey No. 12, Abstract Number 147, Town of Prosper, Collin County, Texas, being part of that certain tract of land described by Special Warranty Deed with Vendor's Lien to First Baptist Church Prosper, Texas, recorded in Instrument Number 2022000069608, Official Public Records, Collin County, Texas, and being more particularly described as follows:

COMMENCING at a found 1/2-inch iron for the southwest corner of said Church tract and the southeast corner of a tract of land to LRS Ventures LLC and LRS Enterprises LLC, recorded in Instrument Number 2025000034899, Official Public Records, Collin County, Texas;

THENCE N 00°54'08" W, with the west line of said Church tract and the east line of said LRS tract, a distance of 285.67 feet to a set 5/8-inch capped iron rod with pink plastic cap stamped "GRANTHAM 10127900" for the southwest corner of Parcel 25-1 described herewith, from which a found 1/2-inch iron rod for reference bears N 00°54'08" W, a distance of 6.37 feet;

THENCE N 89°15'16" E, leaving said common line, with the south line of said Parcel 25-1, a distance of 16.12 feet to the POINT OF BEGINNING of the herein described tract and having the following coordinates on the Texas Coordinate System of 1983, North Central Zone, NAD83(2011);

X: 2,488,651.24

Y: 7,135,922.00

THENCE N 89°15'16" E, continuing with said south line, a distance of 12.43 feet;

THENCE, leaving said south line, over and across said Church tract, the following courses and distances:

S 00°54'08" E, a distance of 25.50 feet;

S 89°15'16" W, a distance of 12.43 feet;

N 00°54'08" W, a distance of 25.50 feet to the POINT OF BEGINNING and containing 0.0073 acres or 317 square feet of land.

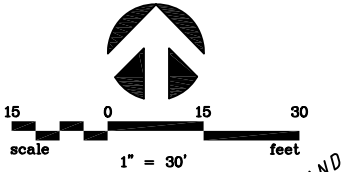
10/30/2025

Blake Sudduth, RPLS, Texas Registration No. 6631
6570 Naaman Forest Blvd., Suite 200, L.B. 2
Garland, Texas 75044
Firm Number. 10127900



Notes:

1. All bearings and coordinates herein are on the Texas Coordinate System of 1983, North Central Zone, NAD83(2011). All labeled distances are scaled to the surface using the reciprocal (1.000152710) of the project combined scale factor (0.999847313). The system was established on site using the Allterra Central Trimble RTKNET.
2. All record references are to those of the Collin County Clerk unless otherwise noted.
3. A drawing of even date accompanies this description.



4-R FARMS, INC.
INST. NO. 20190321000298130

AMENDING PLAT
BRYANT'S #1 ADDITION
BLOCK 23, LOT 3R
INST. NO. 20171222010006010

CHURCH STREET
(60' R.O.W.)
BRYANT'S ADDITION
VOL. 116, PG. 162

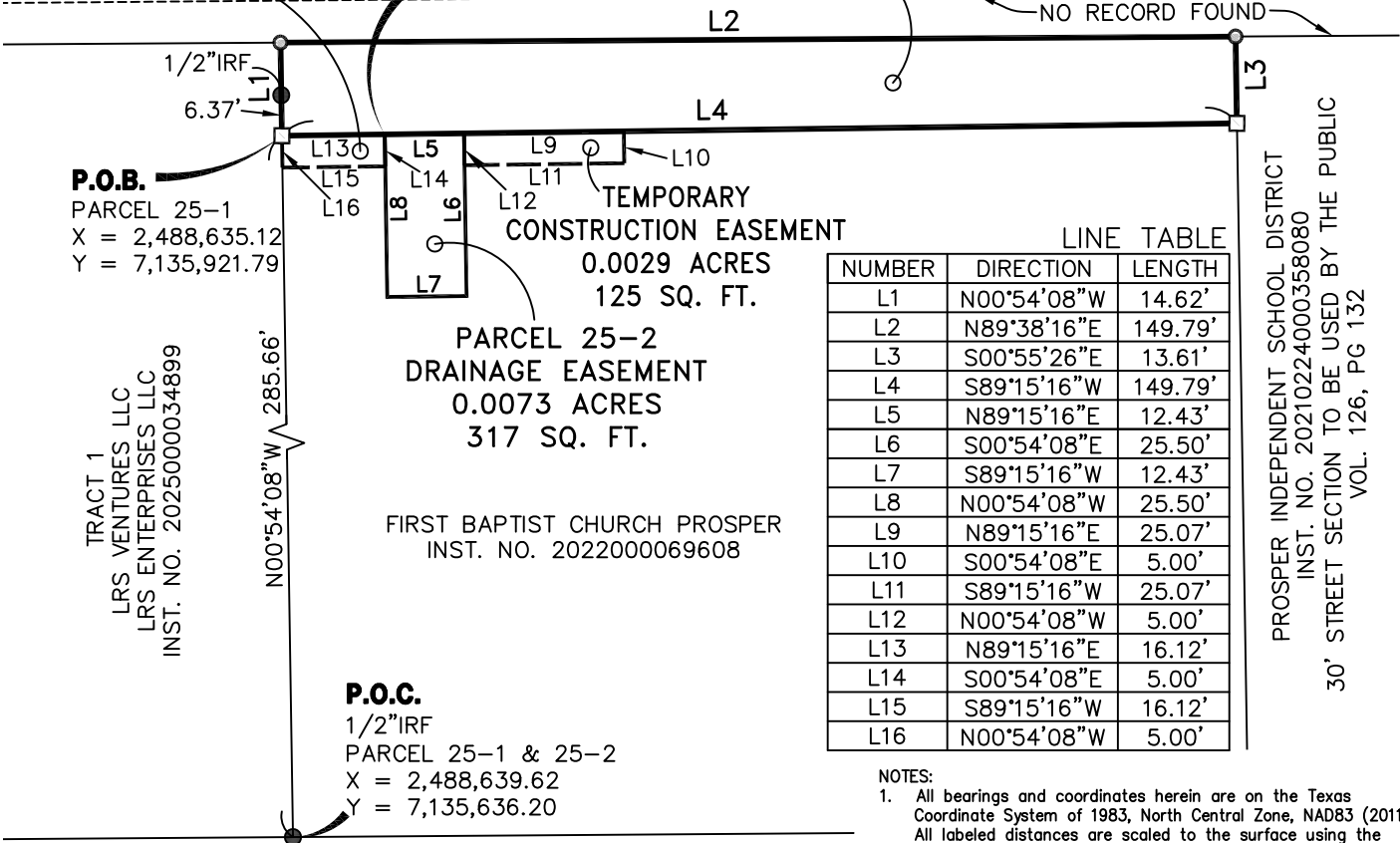
COLLIN COUNTY SCHOOL LAND
SURVEY NO. 12
ABSTRACT NO. 147

TEMPORARY
CONSTRUCTION EASEMENT
0.0019 ACRES
81 SQ. FT.

P.O.B.
PARCEL 25-2
X = 2,488,651.24
Y = 7,135,922.00

PARCEL 25-1
RIGHT-OF-WAY
0.0485 ACRES
2,114 SQ. FT.

FIRST STREET
(VARIABLE WIDTH R.O.W.)
30' ROW DEDICATION
BRYANT'S ADDITION
VOL. 116, PG. 162



P.O.B.
PARCEL 25-1
X = 2,488,635.12
Y = 7,135,921.79

TEMPORARY
CONSTRUCTION EASEMENT
0.0029 ACRES
125 SQ. FT.

PARCEL 25-2
DRAINAGE EASEMENT
0.0073 ACRES
317 SQ. FT.

FIRST BAPTIST CHURCH PROSPER
INST. NO. 2022000069608

P.O.C.
1/2"IRF
PARCEL 25-1 & 25-2
X = 2,488,639.62
Y = 7,135,636.20

LINE TABLE

NUMBER	DIRECTION	LENGTH
L1	N00°54'08"W	14.62'
L2	N89°38'16"E	149.79'
L3	S00°55'26"E	13.61'
L4	S89°15'16"W	149.79'
L5	N89°15'16"E	12.43'
L6	S00°54'08"E	25.50'
L7	S89°15'16"W	12.43'
L8	N00°54'08"W	25.50'
L9	N89°15'16"E	25.07'
L10	S00°54'08"E	5.00'
L11	S89°15'16"W	25.07'
L12	N00°54'08"W	5.00'
L13	N89°15'16"E	16.12'
L14	S00°54'08"E	5.00'
L15	S89°15'16"W	16.12'
L16	N00°54'08"W	5.00'

PROSPER INDEPENDENT SCHOOL DISTRICT
INST. NO. 20210224000358080
30' STREET SECTION TO BE USED BY THE PUBLIC
VOL. 126, PG 132

- NOTES:
- All bearings and coordinates herein are on the Texas Coordinate System of 1983, North Central Zone, NAD83 (2011). All labeled distances are scaled to the surface using the inverse (1.000152710) of the project combined scale factor (0.999847313). The system was established on site using the Allterra Central Trimble RTKNET.
 - All record references are to those of the Collin County Clerk unless otherwise noted.
 - A legal description of even date accompanies this drawing.

LEGEND:

- P.O.B. = POINT OF BEGINNING
- P.O.C. = POINT OF COMMENCEMENT
- VOL. PG. = VOLUME, PAGE
- INST. NO. = INSTRUMENT NUMBER
- IRF = IRON ROD FOUND
- = MONUMENT FOUND
- = 5/8" IRON ROD WITH PINK PLASTIC CAP
- = POINT FOR CORNER



I, Blake Sudduth, RPLS 6631, hereby certify that this survey was performed in compliance with the land surveying rules of the Texas Board of Professional Engineers and Land Surveyors and was performed in the field under my direction.

[Signature]
Blake Sudduth, RPLS 6631
10/30/2025

10/30/2025

Grantham & Associates
An LJB Engineering Company

6570 NAAMAN FOREST BLVD., SUITE 200, L.B. 2
GARLAND, TEXAS 75044 (972) 864-2333 (TEL)

25 FIRST BAPTIST

TOWN OF PROSPER PARCEL 25
RIGHT-OF-WAY DEDICATION
FIRST STREET (COLEMAN-CRAIG) PROJECT (PRJ# 2305-ST)
OWNER: FIRST BAPTIST CHURCH PROSPER
0.0485 ACRES OR 2,114 SQUARE FEET

EXHIBIT "A"
PAGE 3 OF 3

COLLIN COUNTY, TEXAS

Page 305

EXHIBIT "A"
Parcel 26
LRS Ventures LLC
LRS Enterprises LLC
Metes and Bounds Description

Being a 0.0835-acre, 3,638 square foot tract of land situated in the Collin County School Land Survey No. 12, Abstract Number 147, Town of Prosper, Collin County, Texas, being part of that certain tract of land described by Correction General Warranty Deed to LRS Ventures LLC and LRS Enterprises LLC, recorded in Instrument Number 2025000034899, Official Public Records, Collin County, Texas, and being more particularly described as follows:

COMMENCING at a found 1/2-inch iron rod for the southeast corner of said LRS tract and being the southwest corner of a tract of land to First Baptist Church Prosper, Texas, recorded in Instrument Number 2022000069608, Official Public Records, Collin County, Texas;

THENCE N 00°54'08" W, with the with the east line of said LRS tract and west line of said Church tract, a distance of 285.66 feet to a set 5/8-inch capped iron rod with pink plastic cap stamped "GRANTHAM 10127900" for the POINT OF BEGINNING of the herein described tract and having the following coordinates on the Texas Coordinate System of 1983, North Central Zone, NAD83(2011);
X: 2,488,635.12
Y: 7,135,921.79

THENCE S 89°15'16" W, leaving said common line, over and across said LRS tract, a distance of 236.26 feet to a set 5/8-inch capped iron rod with pink plastic cap stamped "GRANTHAM 10127900" in the west line of LRS tract and the east line of tract of land to Monte and Barbara Kauffman, recorded in Volume 2904, Page 892, Deed Records, Collin County, Texas, from which a found 1/2-inch iron rod bears S 00°20'01" E, a distance of 284.79 feet for the southwest corner of said LRS tract;

THENCE N 00°20'01" W, with the west line of said LRS tract and the east line of said Kauffman tract, a distance of 16.19 feet to a point in the south line of First Street, a variable width right-of-way, no deed found;

THENCE N 89°38'16" E, leaving said common line, with the south line of said First Street, a distance of 236.11 feet to a point in the east line of said LRS tract and the west line of said Church tract;

THENCE S 00°54'08" W, leaving said south line, with the east line of said LRS tract and the west line of said Church tract, a distance of 14.62 feet to the POINT OF BEGINNING and containing 0.0835 acres or 3,638 square feet of land.

10/30/2025

Blake Sudduth, RPLS, Texas Registration No. 6631
6570 Naaman Forest Blvd., Suite 200, L.B. 2
Garland, Texas 75044
Firm Number. 10127900



Notes:

1. All bearings and coordinates herein are on the Texas Coordinate System of 1983, North Central Zone, NAD83(2011). All labeled distances are scaled to the surface using the reciprocal (1.000152710) of the project combined scale factor (0.999847313). The system was established on site using the Allterra Central Trimble RTKNET.
2. All record references are to those of the Collin County Clerk unless otherwise noted.
3. A drawing of even date accompanies this description.

JASON K. MILLER
AND JESSICA MILLER
INST. NO.
20081021001245920

COLLEGE STREET
(60' R.O.W.)
BRYANT'S ADDITION
VOL. 116, PG. 162

BRYANT'S ADDITION
VOL. 116, PG. 162
ELVIA CONVENTO VELEZ AND EFRAIN
CONVENTO FRANCO
VOL. 4619, PG. 4

AMENDING PLAT
BRYANT'S #1 ADDITION
BLOCK 23, LOT 3R
INST. NO. 20171222010006010

PARCEL 26
RIGHT-OF-WAY
0.0835 ACRES
3,638 SQ. FT.

FIRST STREET
(VARIABLE WIDTH R.O.W.)
30' ROW DEDICATION
BRYANT'S ADDITION
VOL. 116, PG. 162

N89°38'16"E 236.11' NO RECORD FOUND

N00°20'01"W
16.19'

S89°15'16"W 236.26'

S00°54'08"E
14.62'

P.O.B.
PARCEL 26
X = 2,488,635.12
Y = 7,135,921.79

MONTE AND BARBARA KAUFFMAN
VOL. 2904 PG. 892

S00°20'01"E 284.79'

61.17'

76.99'

N00°54'08"W 285.66'

TEMPORARY
CONSTRUCTION EASEMENT
0.0222 ACRES
966 SQ. FT.

TEMPORARY
CONSTRUCTION EASEMENT
0.0130 ACRES
566 SQ. FT.

TRACT 1
LRS VENTURES LLC
LRS ENTERPRISES LLC
INST. NO. 2025000034899

COLLIN COUNTY SCHOOL LAND
SURVEY NO. 12
ABSTRACT NO. 147

FIRST BAPTIST CHURCH PROSPER
INST. NO. 2022000069608

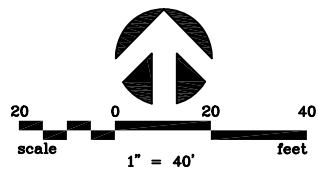
P.O.C.
1/2" IRF
PARCEL 26
X = 2,488,639.62
Y = 7,135,636.20

LINE TABLE

NUMBER	DIRECTION	LENGTH
L1	S00°54'08"E	5.00'
L2	S89°15'16"W	26.45'
L3	S00°54'08"E	9.50'
L4	S89°15'16"W	29.92'
L5	N00°54'08"W	14.50'
L6	N89°15'16"E	56.37'
L7	S00°54'05"E	12.50'
L8	S89°15'16"W	13.99'
L9	S00°54'05"E	16.00'
L10	S89°15'16"W	27.74'
L11	N00°54'05"W	28.50'
L12	N89°15'16"E	41.73'

- P.O.C. = POINT OF COMMENCEMENT
- VOL. PG. = VOLUME, PAGE
- INST. NO. = INSTRUMENT NUMBER
- IRF = IRON ROD FOUND
- = MONUMENT FOUND
- = 5/8" IRON ROD WITH PINK PLASTIC CAP
- = STAMPED "GRANTHAM 10127900" SET
- = POINT FOR CORNER

I, Blake Sudduth, RPLS 6631, hereby certify that this survey was performed in compliance with the land surveying rules of the Texas Board of Professional Engineers and Land Surveyors and was performed in the field under my direction.



NOTES:

- All bearings and coordinates herein are on the Texas Coordinate System of 1983, North Central Zone, NAD83 (2011). All labeled distances are scaled to the surface using the inverse (1.000152710) of the project combined scale factor (0.999847313). The system was established on site using the Allterra Central Trimble RTKNET.
- All record references are to those of the Collin County Clerk unless otherwise noted.
- A legal description of even date accompanies this drawing.

Blake Sudduth 10/30/2025
Blake Sudduth, RPLS 6631

TBPELS ENGR. F-5438; SURV. 10127900

10/30/2025

26 LRS VENTURES

Grantham & Associates
An LJB Engineering Company

6570 NAAAMAN FOREST BLVD., SUITE 200, L.B. 2
GARLAND, TEXAS 75044

(972) 864-2333 (TEL)

TOWN OF PROSPER PARCEL 26
RIGHT-OF-WAY DEDICATION
FIRST STREET (COLEMAN-CRAIG) PROJECT (PRJ# 2305-ST)
OWNER: LRS VENTURES LLC, LRS ENTERPRISES LLC
0.0835 ACRES OR 3,638 SQUARE FEET

EXHIBIT "A"
PAGE 3 OF 3

COLLIN COUNTY, TEXAS

EXHIBIT "A"
Parcel 27
Monte Elwin Kauffman
Metes and Bounds Description

Parcel 27-1

Being a 0.0360-acre, 1,570 square foot tract of land situated in the Collin County School Land Survey No. 12, Abstract Number 147, Town of Prosper, Collin County, Texas, being part of that certain tract of land described by Warranty Deed to Monte and Barbara Kauffman, recorded in Volume 2904, Page 892, Deed Records, Collin County, Texas, and being more particularly described as follows:

COMMENCING at a found 1/2-inch iron rod at the southeast corner of Kauffman tract and being the southwest corner of a tract of land to LRS Ventures LLC and LRS Enterprises LLC, recorded in Instrument Number 2025000034899, Official Public Records, Collin County, Texas;

THENCE N 00°20'01" W, with the east line of said Kauffman tract and the west line of said LRS tract, a distance of 284.79 feet to a set 5/8-inch capped iron rod with pink plastic cap stamped "GRANTHAM 10127900" for the POINT OF BEGINNING of the herein described tract and having the following coordinates on the Texas Coordinate System of 1983, North Central Zone, NAD83(2011);
X: 2,488,398.91
Y: 7,135,918.71

THENCE S 89°15'16" W, leaving said common line, over and across said Kauffman tract, a distance of 95.06 feet to a set 5/8-inch capped iron rod with pink plastic cap stamped "GRANTHAM 10127900" in the west line of said Kauffman tract and in the east line of a tract of land to Hollman Holding, LLC, recorded in Instrument Number 20190830001065010, Official Public Records, Collin County, Texas;

THENCE N 00°21'44" W, with the west line of said Kauffman tract and in the east line of said Hollman tract, passing a found 5/8-inch capped iron rod with green plastic cap stamped "EAGLE SURVEYING" at a distance of 3.53 feet for the northeast corner of said Hollman tract, continuing in all a total distance of 16.83 feet to a point in the south line of First Street, a variable width right-of-way, no deed found;

THENCE N 89°38'16" W, leaving said common line, with the south line of said First Street, a distance of 95.06 feet to a point in the east line of said Kauffman tract and in the west line of said LRS tract;

THENCE S 00°20'01" E, leaving the south line of said First Street, with the east line of said Kauffman tract and the west line of said LRS tract, a distance of 16.19 feet to the POINT OF BEGINNING and containing 0.0360 acres or 1,570 square feet of land.

Parcel 27-2

Being a 0.0015-acre, 66 square foot tract of land situated in the Collin County School Land Survey No. 12, Abstract Number 147, Town of Prosper, Collin County, Texas, being part of that certain tract of land described by Warranty Deed to Monte and Barbara Kauffman, recorded in Volume 2904, Page 892, Deed Records, Collin County, Texas, and being more particularly described as follows:

COMMENCING at a found 1/2-inch iron rod at the southeast corner of Kauffman tract and being the southwest corner of a tract of land to LRS Ventures LLC and LRS Enterprises LLC, recorded in Instrument Number 2025000034899, Official Public Records, Collin County, Texas;

THENCE N 00°20'01" W, with the east line of said Kauffman tract and the west line of said LRS tract, a distance of 284.79 feet to a set 5/8-inch capped iron rod with pink plastic cap stamped "GRANTHAM 10127900" for the southeast corner of Parcel 27-1 described herewith;

THENCE S 89°15'16" W, leaving said common line, with the south line of said Parcel 27-1, a distance of 4.15 feet to the POINT OF BEGINNING of the herein described tract and having the following coordinates on the Texas Coordinate System of 1983, North Central Zone, NAD83(2011);

X: 2,488,394.77

Y: 7,135,918.66

THENCE, leaving said south line, over and across said Kauffman tract the following courses and distances:

S 00°54'05" E, a distance of 6.50 feet;

S 89°15'16" W, a distance of 10.19 feet;

N 00°54'05" E, a distance of 6.50 feet to a point in the south line of said Parcel 27-1, from which found 5/8-inch capped iron rod with green plastic cap stamped "EAGLE SURVEYING" for the northeast corner of a tract of land to Hollman Holding, LLC, recorded in Instrument Number 20190830001065010, Official Public Records, Collin County, Texas bears the following courses and distances:

S 89°15'16" W, with the south line of said Parcel 27-1, a distance of 80.72 feet;

N 00°21'44" W, with the west line of said Parcel 27-1, a distance of 3.53 feet to said found 5/8-inch capped iron rod;

THENCE N 89°15'16" E, with the south line of said Parcel 27-1, a distance of 10.19 to the POINT OF BEGINNING and containing 0.0015 acres or 66 square feet of land.



10/30/2025

Blake Sudduth, RPLS, Texas Registration No. 6631
6570 Naaman Forest Blvd., Suite 200, L.B. 2
Garland, Texas 75044
Firm Number. 10127900



Notes:

1. All bearings and coordinates herein are on the Texas Coordinate System of 1983, North Central Zone, NAD83(2011). All labeled distances are scaled to the surface using the reciprocal (1.000152710) of the project combined scale factor (0.999847313). The system was established on site using the Allterra Central Trimble RTKNET.
2. All record references are to those of the Collin County Clerk unless otherwise noted.
3. A drawing of even date accompanies this description.

CURSUM PERFICIO 3, LLC
INST. NO. 20210806001587570

COLLIN COUNTY SCHOOL LAND
SURVEY NO. 12
ABSTRACT NO. 147

BLOCK 16
BRYANT'S ADDITION
VOL. 116, PG. 162
JASON K. MILLER AND JESSICA MILLER
INST. NO. 20081021001245920

COLLEGE STREET
(60' R.O.W.)
BRYANT'S ADDITION
VOL. 116, PG. 162

LOT 4

LOT 5

LOT 6

PARCEL 27-1
RIGHT-OF-WAY
0.0360 ACRES
1,570 SQ. FT.

FIRST STREET
(VARIABLE WIDTH R.O.W.)
30' ROW DEDICATION
BRYANT'S ADDITION
VOL. 116, PG. 162

NO RECORD FOUND

HOLLMAN HOLDINGS LLC
INST. NO. 20190830001065010

5/8" IRF
"EAGLE
SURVEYING"

TEMPORARY
CONSTRUCTION EASEMENT
0.0083 ACRES
359 SQ. FT.

PARCEL 27-2
DRAINAGE EASEMENT
0.0015 ACRES
66 SQ. FT.

MONTE ELWIN KAUFFMAN
VOL. 2904 PG. 892

P.O.B. PARCEL 27-1
P.O.C. PARCEL 27-2
X = 2,488,398.91
Y = 7,135,918.71

P.O.B.
PARCEL 27-2
X = 2,488,394.77
Y = 7,135,918.66

TRACT 1
LRS VENTURES LLC
LRS ENTERPRISES LLC
INST. NO. 2025000034899

P.O.C.
PARCEL 27-1 & 27-2
1/2" IRF
X = 2,488,400.57
Y = 7,135,633.97

LINE TABLE

NUMBER	LENGTH	DIRECTION
L1	95.06'	S89°15'16"W
L2	16.83'	N00°21'44"W
L3	95.06'	N89°38'16"E
L4	16.19'	S00°20'01"E
L5	6.50'	S00°54'05"E
L6	10.19'	S89°15'16"W
L7	6.50'	N00°54'05"W
L8	10.19'	N89°15'16"E
L9	15.50'	S00°54'05"E
L10	23.17'	S89°15'16"W
L11	15.50'	N00°54'05"W
L12	23.17'	N89°15'16"E

NOTES:

- All bearings and coordinates herein are on the Texas Coordinate System of 1983, North Central Zone, NAD83 (2011). All labeled distances are scaled to the surface using the inverse (1.000152710) of the project combined scale factor (0.999847313). The system was established on site using the Allterra Central Trimble RTKNET.
- All record references are to those of the Collin County Clerk unless otherwise noted.
- A legal description of even date accompanies this drawing.

TBPELS ENGR. F-5438; SURV. 10127900

10/30/2025



Grantham & Associates
An LJB Engineering Company



6570 NAAMAN FOREST BLVD., SUITE 200, L.B. 2
GARLAND, TEXAS 75044

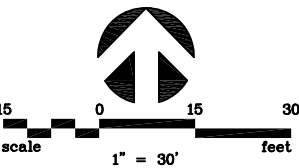
(972) 864-2333 (TEL)

27 KAUFFMAN

TOWN OF PROSPER R.O.W. DEDICATION
PARCEL 27
FIRST STREET (COLEMAN-CRAIG) PROJECT (PRJ# 2305-ST)
OWNER: MONTE ELWIN KAUFFMAN
0.0360 ACRES OR 1,570 SQUARE FEET

EXHIBIT "A"
PAGE 3 OF 3

COLLIN COUNTY, TEXAS



LEGEND:

- P.O.B. = POINT OF BEGINNING
- P.O.C. = POINT OF COMMENCEMENT
- VOL. PG. = VOLUME, PAGE
- INST. NO. = INSTRUMENT NUMBER
- IRF = IRON ROD FOUND
- = MONUMENT FOUND
- = 5/8" IRON ROD WITH PINK PLASTIC CAP STAMPED "GRANTHAM 10127900" SET
- = POINT FOR CORNER

I, Blake Sudduth, RPLS 6631, hereby certify that this survey was performed in compliance with the land surveying rules of the Texas Board of Professional Engineers and Land Surveyors and was performed in the field under my direction.



Blake Sudduth 10/30/2025

EXHIBIT "A"
Parcel 28
Hollman Holdings, LLC
Metes and Bounds Description

Parcel 28-1

Being a 0.0113-acre, 490 square foot tract of land situated in the Collin County School Land Survey No. 12, Abstract Number 147, Town of Prosper, Collin County, Texas, being part of that certain tract of land described by Warranty Deed with Vendor's Lien to Hollman Holdings, LLC, recorded in Instrument Number 20190830001065010, Official Public Records, Collin County, Texas, and being more particularly described as follows:

BEGINNING at a found 1/2-inch iron rod in the south line of First Street, a variable width right-of-way, no deed found, for the northwest corner of said Hollman tract and being the POINT OF BEGINNING of the herein described tract and having the following coordinates on the Texas Coordinate System of 1983, North Central Zone, NAD83(2011);

X: 2,488,088.84

Y: 7,135,916.10

THENCE N 88°38'29" E, with the south line of said First Street, a distance of 215.12 feet to a found 5/8-inch capped iron rod with green plastic cap stamped "EAGLE SURVEYING" in the west line of a tract of land to Monte and Barbara Kauffman, recorded in Volume 2904, Page 892, Deed Records, Collin County, Texas, and being the northeast corner of said Hollman tract;

THENCE S 00°21'44" E, leaving the south line of said First Street, with the east line of said Hollman tract and the west line of said Kauffman tract, a distance of 3.72 feet to a set 5/8-inch capped iron rod with pink plastic cap stamped "GRANTHAM 10127900";

THENCE, leaving said common line, over and across said Hollman tract the following courses and distances:

S 89°15'16" W, a distance of 91.46 feet to a set 5/8-inch capped iron rod with pink plastic cap stamped "GRANTHAM 10127900";

S 89°43'40" W, a distance of 123.64 feet to a set 5/8-inch capped iron rod with pink plastic cap stamped "GRANTHAM 10127900" in the west line of said Hollman tract;

THENCE N 01°36'12" E, with the west line of said Hollman tract, a distance of 0.40 feet to the POINT OF BEGINNING and containing 0.0113 acres or 490 square feet of land.

Parcel 28-2

Being a 0.0015-acre, 66 square foot tract of land situated in the Collin County School Land Survey No. 12, Abstract Number 147, Town of Prosper, Collin County, Texas, being part of that certain tract of land described by Warranty Deed with Vendor's Lien to Hollman Holdings, LLC, recorded in Instrument Number 20190830001065010, Official Public Records, Collin County, Texas, and being more particularly described as follows:

COMMENCING at a found 1/2-inch iron rod in the south line of First Street, a variable width right-of-way, no deed found, for the northwest corner of said Hollman tract;

THENCE S 01°36'12" W, leaving said south line, with the west line of Hollman tract and the west line of Parcel 28-1 described herewith, a distance of 0.40 feet to a set 5/8-inch capped iron rod with pink plastic cap stamped "GRANTHAM 10127900" for the southwest corner of said Parcel 28-1;

THENCE N 89°43'40" E, leaving the west line of said Hollman tract, with the south line of said Parcel 28-1, a distance of 92.21 feet to the POINT OF BEGINNING of the herein described tract and having the following coordinates on the Texas Coordinate System of 1983, North Central Zone, NAD83(2011);
X: 2,488,181.02
Y: 7,135,916.14

THENCE N 89°43'40" E, continuing with the south line of said Parcel 28-1, a distance of 10.18 feet to a point, from which a found 5/8-inch capped iron rod with green plastic cap stamped "EAGLE SURVEYING" for the northeast corner of said Hollman tract bears the following courses and distances:

N 89°43'40" E, with the south line of said Parcel 28-1, a distance of 21.25 feet;

N 89°15'16" E, continuing with the south line of said Parcel 28-1, a distance of 91.46 feet;

N 00°21'44" W, with the east line of said Parcel 28-1, a distance of 3.72 feet to said found 5/8-Inch capped iron rod;

THENCE, leaving the south line of said Parcel 28-1, over and across said Hollman tract the following courses and distances:

S 00°21'44" E, a distance of 6.50 feet;

S 89°43'40" W, a distance of 10.18 feet;

N 00°21'44" W, a distance of 6.50 feet to the POINT OF BEGINNING and containing 0.0015 acres or 66 square feet of land.



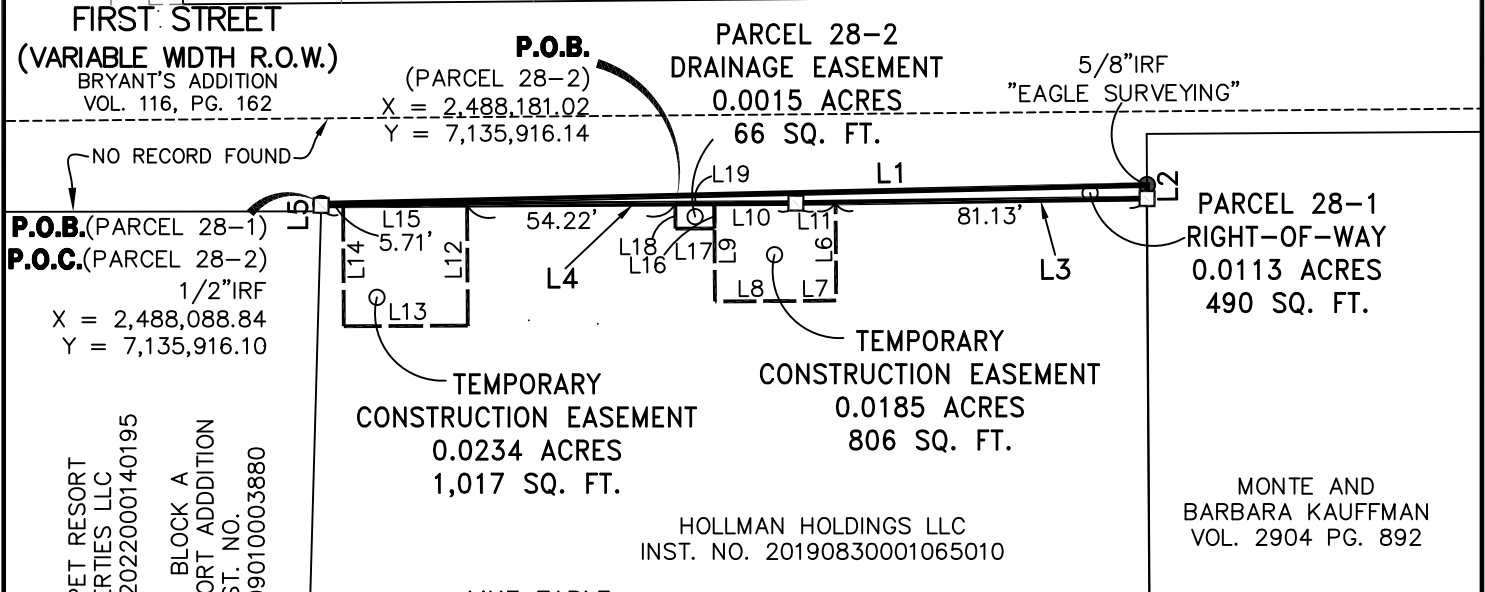
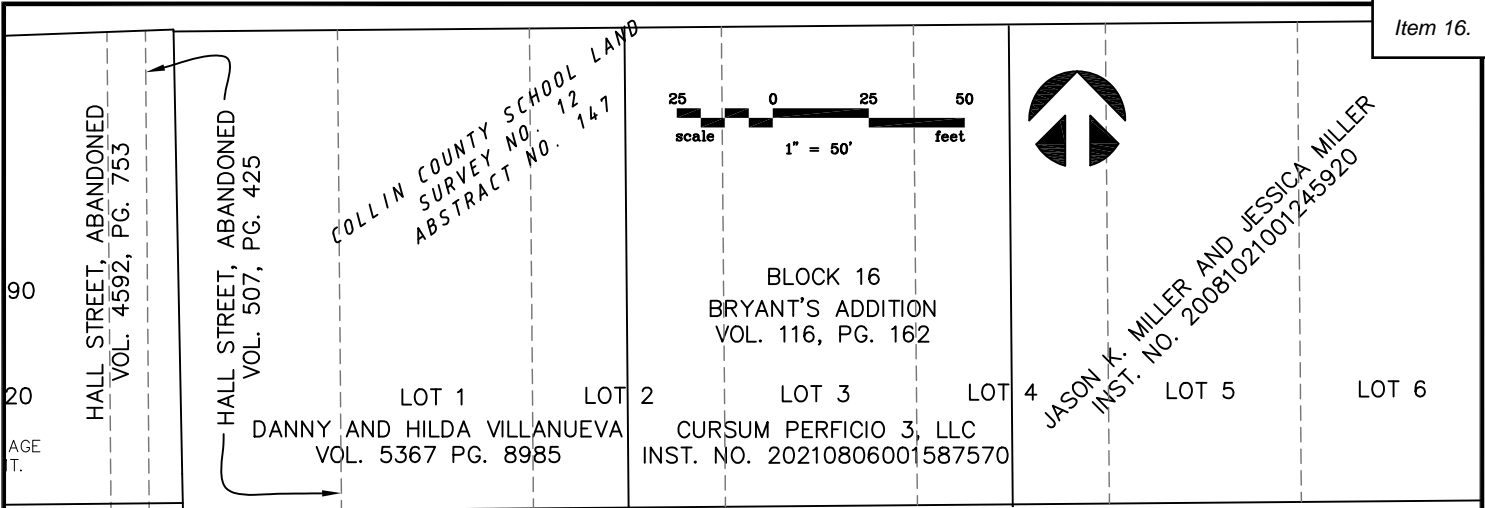
10/30/2025

Blake Sudduth, RPLS, Texas Registration No. 6631
6570 Naaman Forest Blvd., Suite 200, L.B. 2
Garland, Texas 75044
Firm Number. 10127900



Notes:

1. All bearings and coordinates herein are on the Texas Coordinate System of 1983, North Central Zone, NAD83(2011). All labeled distances are scaled to the surface using the reciprocal (1.000152710) of the project combined scale factor (0.999847313). The system was established on site using the Allterra Central Trimble RTKNET.
2. All record references are to those of the Collin County Clerk unless otherwise noted.
3. A drawing of even date accompanies this description.



LINE TABLE

NUMBER	LENGTH	DIRECTION
L1	215.12'	N88°38'29"E
L2	3.72'	S00°21'44"E
L3	91.46'	S89°15'16"W
L4	123.64'	S89°43'40"W
L5	0.40'	N01°36'12"E
L6	25.50'	S00°21'44"E
L7	10.16'	S89°15'16"W
L8	21.42'	S89°43'31"W
L9	25.50'	N00°21'44"W
L10	21.25'	N89°43'40"E
L11	10.33'	N89°15'16"E
L12	31.50'	S00°21'44"E
L13	32.28'	S89°43'40"W
L14	31.50'	N00°21'44"W
L15	32.28'	N89°43'40"E
L16	6.50'	S00°21'44"E
L17	10.18'	S89°43'40"W
L18	6.50'	N00°21'44"W
L19	10.18'	N89°43'40"E

- LEGEND:**
- P.O.B. = POINT OF BEGINNING
 - P.O.C. = POINT OF COMMENCEMENT
 - VOL. PG. = VOLUME, PAGE
 - INST. NO. = INSTRUMENT NUMBER
 - IRF = IRON ROD FOUND
 - = MONUMENT FOUND
 - = 5/8" IRON ROD WITH PINK PLASTIC CAP STAMPED "GRANTHAM 10127900" SET
 - = POINT FOR CORNER

- NOTES:**
- All bearings and coordinates herein are on the Texas Coordinate System of 1983, North Central Zone, NAD83 (2011). All labeled distances are scaled to the surface using the inverse (1.000152710) of the project combined scale factor (0.999847313). The system was established on site using the Allterra Central Trimble RTKNET.
 - All record references are to those of the Collin County Clerk unless otherwise noted.
 - A legal description of even date accompanies this drawing.

I, Blake Sudduth, RPLS 6631, hereby certify that this survey was performed in compliance with the land surveying rules of the Texas Board of Professional Engineers and Land Surveyors and was performed in the field under my direction.



[Signature] 10/30/2025
 Blake Sudduth, RPLS 6631

10/30/2025

Grantham & Associates
 An LJB Engineering Company

6570 NAAMAN FOREST BLVD., SUITE 200, L.B. 2 GARLAND, TEXAS 75044 (972) 864-2333 (TEL)

28 HOLLMAN HOLDINGS

TOWN OF PROSPER PARCEL 28 RIGHT-OF-WAY DEDICATION
 FIRST STREET (COLEMAN-CRAIG) PROJECT (PRJ# 2305-ST)
 OWNER: HOLLMAN HOLDINGS, LLC
 0.0113 ACRES OR 490 SQUARE FEET

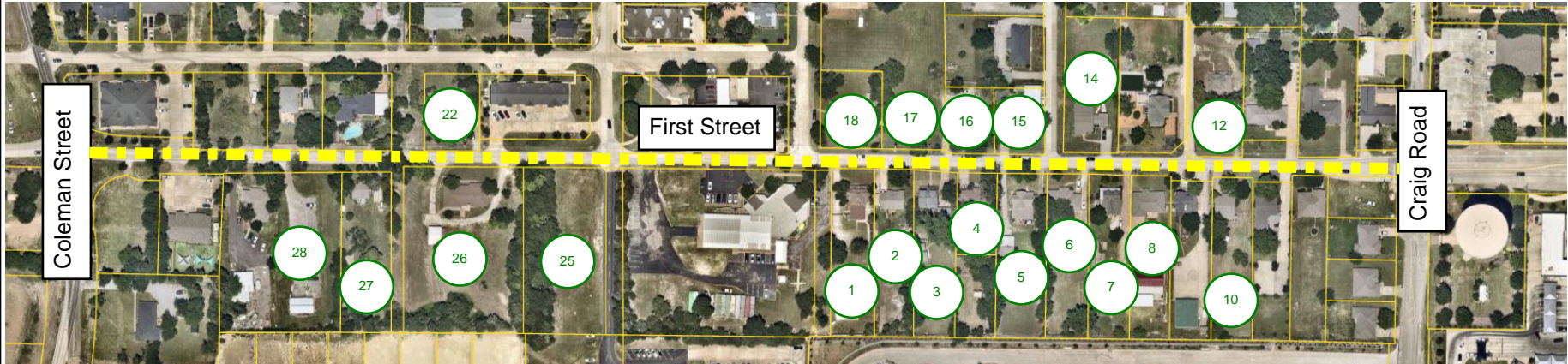
EXHIBIT "A"
PAGE 3 OF 3
COLLIN COUNTY, TEXAS

Page 314

LOCATION MAP



First Street Right-of-way and Easement Acquisition Overall Location Map



Parcel No. #	OWNER	ROW (acres)	Easements (Acres)	TCE (acres)
1	Paul & Pacharakorn Thienvanich	0.0206		0.0146
2	Paul Thienvanich & Mark Thienvanich	0.0191		0.0110
3	Paul Thienvanich	0.0201		0.0090
4	Christopher Max Hughes	0.0199		0.0085
5	The Betty C Wimberly Living Trust	0.0246		0.0078
6	Aaron Roy Potvin	0.0205		0.0073
7	Sean Stansell	0.0205		0.0067
8	Sean Stansell & Hollyn Williams	0.0207		0.0050
10	Metro Auto Car Inc	0.0205		0.0214
12	Vivid Partners, LLC	0.0103		0.0100

Parcel No. #	OWNER	ROW (acres)	Easements (Acres)	TCE (acres)
14	Ernest Mahard	0.0125		0.0069
15	Roberto J Alejos & Lucia Gonzales Dealejos	0.0128		0.0097
16	Conrad Properties, LLC	0.0061		0.0120
17	St. Mark Coptic Orthodox Church of Frisco	0.0087		0.0064
18	Sara Sangani	0.0163		
22	Elvia Convento Velez & Efrain Convento Franco	0.0028		0.0051
25	First Baptist Church Prosper	0.0485	0.0073	0.0048
26	LRS Ventures LLC	0.0835		0.0352
27	Monte Elwin Kauffman	0.0360	0.0015	0.0083
28	Hollman Holdings, LLC	0.0113	0.0015	0.0419



ENGINEERING SERVICES

To: Mayor and Town Council

From: Alexis Turner P.E., Civil Engineer

Through: Mario Canizares, Town Manager
Chuck Ewings, Assistant Town Manager
Hulon T. Webb, Jr., P.E., Director of Engineering Services
Pete Anaya, P.E., Assistant Director of Engineering Services – Capital Projects

Re: Professional Services Agreement: Land Acquisition Services
First Street (Coleman – Craig)

Town Council Meeting – June 23, 2026

Strategic Visioning Priority: Accelerate Infrastructure Delivery

Agenda Item:

Consider and act upon authorizing the Town Manager to execute a Professional Service Agreement between PAS Property Acquisition Services, LLC, and the Town of Prosper, Texas, related to land acquisition services for the First Street (Coleman – Craig) project, in the amount of \$215,000.

Description of Agenda Item:

The services associated with this agreement are for the land acquisition services for the First Street (Coleman – Craig) project, which includes appraisal/ property valuation, title/title abstracts, negotiation/acquisition offers, relocation services, closing services and support for Town condemnation process, if necessary. By approving the services, it will improve the efficiency of the overall land acquisition process, which requires a significant commitment of time and resources.

Budget Impact:

The cost for the land acquisition services is \$215,000 and the funding source is Account No. ST202305-R.O.W.-LANDF. A total of \$2,000,000 is budgeted for the land acquisition services and estimated purchase price of all necessary easements and rights-of-way.

Legal Obligations and Review:

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

Attached Documents:

1. Professional Service Agreement
2. Location Map

Town Staff Recommendation:

Town staff recommends that the Town Council authorize the Town Manager to execute a Professional Services Agreement between PAS Property Acquisition Services, LLC, and the Town of Prosper, Texas, related to land acquisition services for the First Street (Coleman – Craig) project, in the amount of \$215,000.

Proposed Motion:

I move to authorize the Town Manager to execute a Professional Services Agreement between PAS Property Acquisition Services, LLC, and the Town of Prosper, Texas, related to land acquisition services for the First Street (Coleman – Craig) project, in the amount of \$215,000.

**PROFESSIONAL SERVICES AGREEMENT BETWEEN THE TOWN
OF PROSPER, TEXAS, AND PAS PROPERTY ACQUISITION
SERVICES, LLC FOR THE FIRST STREET (COLEMAN - CRAIG)
PROJECT (PRJ# 2305-ST)**

This Agreement for Professional Services, hereinafter called "Agreement," is entered into by the **Town of Prosper, Texas**, a municipal corporation, duly authorized to act by the Town Council of said Town, hereinafter called "Town," and PAS Property Acquisition Services, LLC (PAS), a company authorized to do business in Texas, acting through a duly authorized officer, hereinafter called "Consultant," relative to Consultant providing professional services to Town. Town and Consultant when mentioned collectively shall be referred to as the "Parties."

WITNESSETH:

WHEREAS, Town desires to obtain professional services in connection with the **FIRST STREET (COLEMAN - CRAIG) PROJECT (PRJ# 2305-ST)**, hereinafter called "Project";

For the mutual promises and benefits herein described, Town and Consultant agree as follows:

1. **Term of Agreement.** This Agreement shall become effective on the date of its execution by both Parties, and shall continue in effect thereafter until terminated as provided herein.

2. **Services to be Performed by Consultant.** The Parties agree that Consultant shall perform such services as are set forth and described in the "Right of Way and Acquisition Services Proposal" dated May 11, 2026 and incorporated herein as if written word for word. All services provided by consultant hereunder shall be performed in accordance with the degree of care and skill ordinarily exercised under similar circumstances by competent members of their profession. In case of conflict in the language of Exhibit A and this Agreement, this Agreement shall govern and control. Deviations from the Scope of Services or other provisions of this Agreement may only be made by written agreement signed by all Parties to this Agreement.

3. **Prompt Performance by Consultant.** Consultant shall perform all duties and services and make all decisions called for hereunder promptly and without unreasonable delay as is necessary to cause Consultant's services hereunder to be timely and properly performed. Notwithstanding the foregoing, Consultant agrees to use diligent efforts to perform the services described herein and further defined in any specific task orders, in a manner consistent with these task orders; however, the Town understands and agrees that Consultant is retained to perform a professional service and such services must be bound, first and foremost, by the principles of sound professional judgment and reasonable diligence.

4. **Compensation of Consultant.** Town agrees to pay to consultant for satisfactory completion of all services included in this Agreement a total fee of two hundred fifteen thousand dollars (\$215,000.00) for the Project as set forth and described in Exhibit B - Compensation Schedule and incorporated herein as if written word for word. Lump sum fees shall be billed monthly based on the percentage of completion. Hourly not to exceed fees shall be billed monthly based on hours of work that have been completed. Direct Costs for expenses such as mileage, copies, scans, sub-consultants, and similar costs are included in fees and shall be billed as completed.

Consultant agrees to submit statements to Town for professional services no more than once per month. These statements will be based upon Consultant's actual services performed and reimbursable expenses incurred, if any, and Town shall endeavor to make prompt payments. Each statement submitted by Consultant to Town shall be reasonably itemized to show the amount of work performed during that period. If Town fails to pay Consultant within sixty (60) calendar days of the receipt of Consultant's invoice, Consultant may, after giving ten (10) days written

notice to Town, suspend professional services until paid.

Nothing contained in this Agreement shall require Town to pay for any work that is unsatisfactory as reasonably determined by Town or which is not submitted in compliance with the terms of this Agreement.

The Scope of Services shall be strictly limited. Town shall not be required to pay any amount in excess of the original proposed amount unless Town shall have approved in writing in advance (prior to the performance of additional work) the payment of additional amounts.

5. **Town's Obligations.** Town agrees that it will (i) designate a specific person as Town's representative, (ii) provide Consultant with any previous studies, reports, data, budget constraints, special Town requirements, or other pertinent information known to Town, when necessitated by a project, (iii) when needed, assist Consultant in obtaining access to properties necessary for performance of Consultant's work for Town, (iv) make prompt payments in response to Consultant's statements and (v) respond in a timely fashion to requests from Consultant. Consultant is entitled to rely upon and use, without independent verification and without liability, all information and services provided by Town or Town's representatives.

6. **Ownership and Reuse of Documents.** Upon completion of Consultant's services and receipt of payment in full therefore, Consultant agrees to provide Town with copies of all materials and documents prepared or assembled by Consultant under this Agreement and that Town may use them without Consultant's permission for any purpose relating to the Project. Any reuse of the documents not relating to the Project shall be at Town's risk. Consultant may retain in its files copies of all reports, drawings, specifications and all other pertinent information for the work it performs for Town.

7. **Town Objection to Personnel.** If at any time after entering into this Agreement, Town has any reasonable objection to any of Engineer's personnel, or any personnel, professionals and/or consultants retained by Engineer, Engineer shall promptly propose substitutes to whom Town has no reasonable objection, and Engineer's compensation shall be equitably adjusted to reflect any difference in Engineer's costs occasioned by such substitution.

8. **Insurance.** Consultant shall, at its own expense, purchase, maintain and keep in force throughout the duration of this Agreement applicable insurance policies as described in **Exhibit C - Insurance Requirements** and incorporated herein as if written word for word. Consultant shall submit to Town proof of such insurance prior to commencing any work for Town.

9. **Indemnification.** CONSULTANT DOES HEREBY COVENANT AND AGREE TO RELEASE, INDEMNIFY AND HOLD HARMLESS TOWN AND ITS OFFICIALS, OFFICERS, AGENTS, REPRESENTATIVES, EMPLOYEES AND INVITEES FROM AND AGAINST LIABILITY, CLAIMS, SUITS, DEMANDS AND/OR CAUSES OF ACTION, (INCLUDING, BUT NOT LIMITED TO, REASONABLE ATTORNEY'S FEES AND COSTS OF LITIGATION), WHICH MAY ARISE BY REASON OF DEATH OR INJURY TO PROPERTY OR PERSONS BUT ONLY TO THE EXTENT OCCASIONED BY THE NEGLIGENT ACT, ERROR OR OMISSION OF CONSULTANT, ITS OFFICIALS, OFFICERS, AGENTS, EMPLOYEES, INVITEES OR OTHER PERSONS FOR WHOM CONSULTANT IS LEGALLY LIABLE WITH REGARD TO THE PERFORMANCE OF THIS AGREEMENT.

IN THE EVENT THAT TOWN AND CONSULTANT ARE CONCURRENTLY NEGLIGENT, THE PARTIES AGREE THAT ALL LIABILITY SHALL BE CALCULATED ON A COMPARATIVE BASIS OF FAULT AND RESPONSIBILITY AND THAT NEITHER PARTY SHALL BE REQUIRED TO DEFEND OR INDEMNIFY THE OTHER PARTY FOR THAT PARTY'S NEGLIGENT OR INTENTIONAL ACTS, ERRORS OR OMISSIONS.

10. **Notices.** Any notices to be given hereunder by either Party to the other may be affected either by personal delivery, in writing, or by registered or certified mail to the following addresses:

Thomas J. Walden, Jr.
Sr. Project Manager
12770 Coit Rd, Ste 830
Dallas, TX 75251
thomas@pascorp.net

Town of Prosper
Mario Canizares, Town Manager
PO Box 307
Prosper, TX 75078
mcanizares@prospertx.gov

11. **Termination.** The obligation to provide further services under this Agreement may be terminated by either Party in writing upon thirty (30) calendar days notice. In the event of termination by Town, Consultant shall be entitled to payment for services rendered through receipt of the termination notice.

12. **Sole Parties and Entire Agreement.** This Agreement shall not create any rights or benefits to anyone except Town and Consultant, and contains the entire agreement between the Parties. Oral modifications to this Agreement shall have no force or effect.

13. **Assignment and Delegation.** Neither Town nor Consultant may assign its rights or delegate its duties without the written consent of the other Party. This Agreement is binding on Town and Consultant to the extent permitted by law. Nothing herein is to be construed as creating any personal liability on the part of any Town officer, employee or agent.

14. **Texas Law to Apply; Successors; Construction.** This Agreement shall be construed under and in accordance with the laws of the State of Texas. It shall be binding upon, and inure to the benefit of, the Parties hereto and their representatives, successors and assigns. Should any provisions in this Agreement later be held invalid, illegal or unenforceable, they shall be deemed void, and this Agreement shall be construed as if such provision had never been contained herein.

15. **Conflict of Interest.** Consultant agrees that it is aware of the prohibited interest requirement of the Town Charter, which is repeated in **Exhibit D - Conflict of Interest Affidavit** and incorporated herein as if written word for word, and will abide by the same. Further, a lawful representative of Consultant shall execute the Affidavit included in the exhibit. Consultant understands and agrees that the existence of a prohibited interest during the term of this Agreement will render the Agreement voidable.

Consultant agrees that it is further aware of the vendor disclosure requirements set forth in Chapter 176, Local Government Code, as amended, and will abide by the same. In this connection, a lawful representative of Consultant shall execute the Conflict of Interest Questionnaire, Form CIQ, attached hereto as **Exhibit E - Conflict of Interest Questionnaire** and incorporated herein as if written word for word.

16. **Venue.** The Parties herein agree that this Agreement shall be enforceable in Prosper, Texas, and if legal action is necessary to enforce it, exclusive venue shall lie in Collin County, Texas.

17. **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 non-binding mediation.

18. **Prevailing Party.** In the event a Party 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).

19. "Anti-Israel Boycott" Provision. In accordance with Chapter 2270, Texas Government Code, a Texas governmental entity may not enter into a contract with a company for the provision of goods or services unless the contract contains a written verification from the company that it: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the contract. Chapter 2270 does not apply to a (1) a company that is a sole proprietorship; (2) a company that has fewer than ten (10) full-time employees; or (3) a contract that has a value of less than One Hundred Thousand Dollars (\$100,000.00). Unless the company is not subject to Chapter 2270 for the reasons stated herein, the signatory executing this Agreement on behalf of the company verifies by its signature to this Agreement that the company does not boycott Israel and will not boycott Israel during the term of this Agreement.

20. IRAN, SUDAN AND FOREIGN TERRORIST ORGANIZATIONS. If § 2252.153 of the Texas Government Code is applicable to this Contract, by signing below Contractor does hereby represent, verify and warrant that (i) it does not engage in business with Iran, Sudan or any foreign terrorist organization and (ii) it is not listed by the Texas Comptroller under § 2252.153, Texas Government Code, as a company known to have contracts with or provide supplies or services to a "foreign terrorist organization" as defined in § 2252.151 of the Texas Government Code.

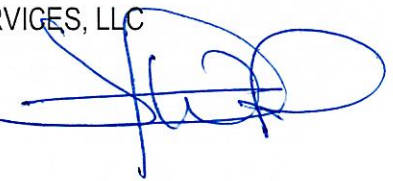
21. PROHIBITION ON CONTRACTS WITH CERTAIN COMPANIES PROVISION. In accordance with Section 2252.152 of the Texas Government Code, the Parties covenant and agree that Contractor is not on a list maintained by the State Comptroller's Office prepared and maintained pursuant to Section 2252.153 of the Texas Government Code.

22. Signatories. Town warrants and represents that the individual executing this Agreement on behalf of Town has full authority to execute this Agreement and bind Town to the same. Consultant warrants and represents that the individual executing this Agreement on its behalf has full authority to execute this Agreement and bind Consultant to same.

IN WITNESS WHEREOF, the Parties, having read and understood this Agreement, have executed such in duplicate copies, each of which shall have full dignity and force as an original, on the _____ day of _____, 20____.

PAS PROPERTY ACQUISITION SERVICES, LLC

TOWN OF PROSPER, TEXAS

By: 

By: Signature

Thomas Walden
Printed Name

Mario Canizares
Printed Name

Sr. Project Manager
Title

Town Manager
Title

May 11, 2026
Date

Date

**EXHIBIT A
SCOPE OF
SERVICES**

**PROFESSIONAL SERVICES AGREEMENT BETWEEN THE TOWN
OF PROSPER, TEXAS, AND PAS PROPERTY ACQUISITION
SERVICES, LLC FOR THE FIRST STREET (COLEMAN - CRAIG)
PROJECT (PRJ# 2305-ST)**

I. PROJECT DESCRIPTION

FIRST STREET WIDENING PROJECT

II. TASK SUMMARY

See Scope of Service in "Right of Way and Acquisition Services Proposal" as incorporated herein.

Right-of-Way
And
Acquisition Services
Proposal

For

First Street Widening Project
Town of Prosper

Property Acquisition Services, LLC
12770 Coit Road, Suite 830
Dallas, TX 75251
972-490-3700 office
972-490-3719 fax

May 11, 2026

Alexis Turner, PE
 Town of Prosper
 250 W. First Street 75078
 Prosper, Texas 75078

Re: Proposal to provide right-of-way acquisition and relocation services in conjunction with the widening of First Street in conjunction with the Town of Prosper.

Dear Ms. Turner:

Property Acquisition Services, LLC. (PAS) hereby submits this proposal per your request for the purpose of providing right-of-way acquisition and relocation services to the Town of Prosper under the terms of a Professional Services Agreement. In conjunction with the First Street fee/easement acquisition, PAS submits the following pricing:

PER PARCEL FEE ACQUISITION w/ TCE/Drainage/Street Easement

Acquisition of 20 parcels @ \$5,500.00/parcel	\$110,000.00
• Scope of Service Section 4, 6 & 8	
Relocation Services: 2 parcels @ \$6,000.00/parcel	\$ 12,000.00
• Scope of Service Section 7	

TITLE/APPRAISAL PER PARCEL FEE

Title Service Costs of 20 parcels @ \$500.00/parcel (Curing Title)	\$ 10,000.00
• Scope of Services Section 2	
Appraisal Services of 20 parcels @ \$3,000.00 ⁱ /parcel	\$ 60,000.00
• Scope of Services Section 3	

HOURLY BILLING

Condemnation/Eminent Support: 100 hours @ Hourly Rate	\$ 8,000.00
• Section 5	
Project Management: 100 hours @ Hourly Rate	<u>\$ 15,000.00</u>
Section 1 & 9	

Total Cost of Acquisition \$ 215,000.00

Additional Services Not included in the proposal:

1. Closing costs that will be comprised of the Abstract Fee, Escrow Fee, Recording Fee and the Policy Premium will be invoiced on the settlement statement from the title company and included in the funding request for each parcel. These fees are all based of the amount of the closing and will vary per parcel.
2. If we are not successful in acquiring by deed and condemnation proceedings are necessary any expert witness/testimony, attorney fees, filing fees or any updated appraisal fees will be additional and invoiced separately.
3. If any parcels require relocation benefits to be paid to owners/tenants these funds will be requested separately from the acquisition payments of the project.

All parcels will be billed as follows:

Acquisition Fee Billing

Initial Offer	50% per parcel price
Submission of signed Deed/ Easement or Final Offer Letter	40% per parcel price
Closing Package or Submission of Condemnation Package	10% per parcel price

Relocation Fee Billing

Delivery of 90 Day Notice	50% per parcel price
Submission of First Payment Submission	40% per parcel price
Closing of File	10% per parcel price

Appraisal

Delivery of approved Appraisal	100% per parcel price
--------------------------------	-----------------------

Title Services

Obtain Title Commitment	50% per parcel price
Title Policy in the Town of Prospers Name	50% per parcel price

Hourly Billing

Sr. Project Manager.....	\$150.00/hr
Right of Way Agent.....	\$115.00/hr
Eminent Domain Specialist.....	\$80.00/hr
Clerical.....	\$60.00/hr

Thank you for allowing PAS the opportunity to submit this proposal to assist you with your right of way needs. Please contact us at (972) 490-3700 if we can answer any questions or be of further assistance.

Sincerely,



Thomas Walden

SCOPE OF SERVICES

1. Pre-Negotiation
 - a. Contact Property Owners
 1. Verify the owner's information and obtain preliminary information.
 - b. Informal Notice to Owners
 1. Mail information letter and Bill of Rights to all property owners.
2. Title/Title Abstract
 1. Open Title Commitment/Limited Title Certificate
 2. Send metes and bounds to Title Company, or research property owner information on the County Appraisal District.
 - b. Receive & Review Title Commitment/Limited Title Certificate
 1. Make copies of commitments and all documents and create a file system.
 2. Review ownership, Schedule B, and Schedule C items.
 - c. Submit Title Commitment/Limited Title Certificate to Client and appraiser.
 - d. Agents will work to cure title concerns listed on Sched C of the title commitment to allow for closing at a local title company.
3. Appraisal/Property Valuation
 - a. Order Appraisal
 1. Send metes and bounds and parcel sketches to appraiser to begin the appraisal process. Appraiser will send out certified contact letter and begin the appraisal process. Appraiser will afford all owners the right to meet on site during inspection. ROW agents will accompany the appraiser at initial meetings during site inspections.
 - b. Review Appraisal and Send to Client
 1. Preliminary review of appraisal and enter information into project database.
 - c. Client Approval of appraisal/property valuation
4. Negotiation
 - a. Written Offer
 1. Review the ROW-A-10 and appraisal, prepare offer and present offer along with appraisal, acquisition booklet and 90-day notice.
 - b. Negotiations, Contact, and Reports
 1. Meet with property owners over the days to discuss concerns, review information supplied by owners and review the right of way maps and schematics if necessary.
 2. Prepare negotiator logs and maintain files on the acquisition process and progress, documenting all pertinent information.

- c. Receive Counter Offer
 - 1. Review contents of counter for correct information; prepare Client forms for counter offer outlining State's offer and property owner's request.
- d. Submit Counter Offer to Client for review
 - 1. Send packet to Client requesting review of the counter offer information.
 - 2. Client will review the information provided, including a recommendation from the provider, to determine the result of the counter offer.
- e. Receive and Send out Counter Denial Letter
 - 1. Once the counter has been denied from Client, prepare the denial of counter offer letter, along with final offer letter and deliver to owner.
- f. Final Offer
 - 1. During the 14 days of waiting for the final offer to expire, start gathering information needed to proceed to condemnation.
- 5. Condemnation
 - a. Assist the Town of Prosper's attorney as requested
- 6. Funding
 - a. Request Updated Title
 - b. Submit signed document and required information to Client for submission of check request for the deed parcel.
 - 1. Cure all title and encumbrances affecting title to property.
 - c. Attend closing on behalf of the Client at a title company or conduct a field closing.
- 7. Relocation
 - a. Perform initial interview with owner/tenants to research the needs for each business affected by the acquisition
 - b. Explain Relocation Benefits Package and Coordinate Move
 - 1. Meet with the owner/tenants and discuss the benefits they are eligible to receive.
 - c. 90-Day Notice to Displacee
 - 1. Prepare 90 Day Notice and send to owner/tenants affected by the whole acquisition along with the relocation booklet.
 - d. Issue 30-day notice
 - 1. Once the property is acquired, it is the relocation agent's responsibility to notify the owner/tenant on the parcel.
 - 2. The agent will prepare and send a 30-day notice to vacate the displacement property to each of the owner/tenants.
 - 3. The relocation agent will also confirm that the owner/tenant has also been issued a 30-day notice, through the acquisition department.
 - 4. Once the 30-day has been issued the owner/tenant will start finalizing their plans for moving and the agent will be responsible for monitoring each individual owner/tenant move.

- e. Moving and Monitoring the Move
 - 1. Obtained moving estimates on moving the personality of each owner/tenant.
 - 2. Monitor each move under the circumstance which the owner/tenant chooses to move, whether it is Actual Cost move or Negotiated Self Move.
 - 3. Receive and verify Reestablishment expenses for each of the owner/tenants. Submit the expenses for reimbursement.
- f. Submit Vacate Form to Client
 - 1. Verify vacancy and send the proper form to client on each of the owner/tenants and the owner when they have each individually vacated the parcel.
- g. Process Moving Reimbursement
 - 1. Agent will process the paperwork necessary to reimburse the owner/tenants for any moving and reestablishment benefits they are entitled to.
 - 2. Once the checks are received from the Client, a separate agent not affiliated with this parcel will deliver the check to the displacee and get a receipt signed for delivery of the check.
- h. Deliver the check receipt to Client
 - 1. Submit closing package to the Client.
- 8. Closing Service
 - a. Compile all documents and submit closing package to the Client
 - 1. Review all files, compile all documentation and present the final file to the Client.
- 9. Project Management
 - a. Create a cost analysis for proposed right of way parcels based on the CAD tax rolls
 - 1. Compile data and create a spreadsheet to establish a cost basis for the proposed right of way.
 - b. Build database to track project
 - c. Create working files for each parcel
 - d. Attend status meetings

ⁱ Appraisal fee is based on an average of different property types. The appraiser has agreed to hold the fees the same for all parcels if awarded the project.

**EXHIBIT B
COMPENSATION SCHEDULE**

**PROFESSIONAL SERVICES AGREEMENT BETWEEN THE TOWN
OF PROSPER, TEXAS, AND PAS PROPERTY ACQUISITION
SERVICES, LLC FOR THE FIRST STREET (COLEMAN - CRAIG)
PROJECT (PRJ# 2305-ST)**

I. COMPENSATION SCHEDULE

Task	Completion Schedule	Compensation Schedule
Notice-to-Proceed		
Task 1 – Title Services	June, 2026	\$10,000
Task 2 – Appraisal Services	August, 2026	\$60,000
Task 3 - Acquisition Services/Proj. Mgmt.	December, 2027	\$125,000
Task 4 – Relocation Services	December, 2027	\$12,000
Task 5 – Condemnation Services	December, 2027	\$8,000
Total Compensation		\$215,000

II. COMPENSATION SUMMARY

Basic Services (Lump Sum)	Amount
Task 1 – Title Services	\$10,000
Task 2 – Appraisal Services	\$60,000
Task 3 – Acquisition Services/Project Management	\$125,000
Task 4 – Relocation Services	\$12,000
Total Basic Services:	\$207,000

Special Services (Hourly Not-to-Exceed)	Amount
Condemnation Services	\$8,000
Total Special Services:	\$0

Direct Expenses	Amount
Total Direct Expenses:	

EXHIBIT C INSURANCE REQUIREMENTS

Service provider shall procure and maintain for the duration of the contract, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the vendor, his agents, representatives, employees or subcontractors. The cost of such insurance shall be borne by the service provider. A certificate of insurance meeting all requirements and provisions outlined herein shall be provided to the Town prior to any services being performed or rendered. Renewal certificates shall also be supplied upon expiration.

A. MINIMUM SCOPE OF INSURANCE

Coverage shall be at least as broad as:

1. ISO Form Number GL 00 01 (or similar form) covering Commercial General Liability. "Occurrence" form only, "claims made" forms are unacceptable, except for professional liability.
2. Workers Compensation insurance as required by the Labor Code of the State of Texas, including Employers' Liability Insurance.
3. Automobile Liability as required by the State of Texas, covering all owned, hired, or non-owned vehicles. Automobile Liability is only required if vehicle(s) will be used under this contract.
4. Professional Liability, also known as Errors and Omissions coverage.

B. MINIMUM LIMITS OF INSURANCE

Service Provider shall maintain throughout contract limits not less than:

1. Commercial General Liability: \$500,000 per occurrence /\$1,000,000 in the aggregate for third party bodily injury, personal injury and property damage. Policy will include coverage for:
 - a. Premises / Operations
 - b. Broad Form Contractual Liability
 - c. Products and Completed Operations
 - d. Personal Injury
 - e. Broad Form Property Damage
2. Workers Compensation and Employer's Liability: Workers Compensation limits as required by the Labor Code of the State of Texas and Statutory Employer's Liability minimum limits of \$100,000 each accident, \$300,000 Disease- Policy Limit, and \$100,000 Disease- Each Employee.
3. Automobile Liability: \$500,000 Combined Single Limit. Limits can only be reduced if approved by the Town. Automobile liability shall apply to all owned, hired, and non-owned autos.
4. Professional Liability aka Errors and Omissions: \$500,000 per occurrence and in the aggregate.

C. DEDUCTIBLES AND SELF-INSURED RETENTIONS

Any deductible or self-insured retentions in excess of \$10,000 must be declared to and approved by the Town.

D. OTHER INSURANCE PROVISIONS

The policies are to contain, or be endorsed to contain the following provisions:

1. General Liability and Automobile Liability Coverages

- a. The Town, its officers, officials, employees, boards and commissions and volunteers are to be added as "Additional Insured's" relative to liability arising out of activities performed by or on behalf of the provider, products and completed operations of the provider, premises owned, occupied or used by the provider. The coverage shall contain no special limitations on the scope of protection afforded to the Town, its officers, officials, employees or volunteers.
- b. The provider's insurance coverage shall be primary insurance in respects to the Town, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the Town, its officers, officials, employees or volunteers shall be in excess of the provider's insurance and shall not contribute with it.
- c. Any failure to comply with reporting provisions of the policy shall not affect coverage provided to the Town, its officers, officials, employees, boards and commissions or volunteers.
- d. The provider's insurance shall apply separately to each insured against whom the claim is made or suit is brought, except to the insured's limits of liability.

2. Workers Compensation and Employer's Liability Coverage:

The insurer shall agree to waive all rights of subrogation against the Town, its officers, officials, employees and volunteers for losses arising from work performed by the provider for the Town.

3. All Coverages:

Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled or non-renewed by either party, reduced in coverage or in limits except after 30 days written notice to the Town for all occurrences, except 10 days written notice to the Town for non-payment.

4. Professional Liability and / or Errors and Omissions:

"Claims made" policy is acceptable coverage, which must be maintained during the course of the project, and up to two (2) years after completion and acceptance of the project by the Town.

E. ACCEPTABILITY OF INSURERS

The Town prefers that Insurance be placed with insurers with an A.M. Best's rating of no less than **A- VI**, or better.

F. VERIFICATION OF COVERAGE

Service Provider shall provide the Town with certificates of insurance indicating the coverages required. The certificates are to be signed by a person authorized by that insurer to bind coverage on its behalf. Certificates of insurance similar to the ACORD Form are acceptable. Town will not accept Memorandums of Insurance or Binders as proof of insurance. The Town reserves the right to require complete, certified copies of all required insurance policies at any time.

Certificate holder to be listed as follows:

Town of Prosper
P.O. Box 307
Prosper, TX 75078

CONFLICT OF INTEREST QUESTIONNAIRE
For vendor doing business with local governmental entity

FORM CIQ

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.
This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).
By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.
A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

OFFICE USE ONLY	
Date Received	

1 Name of vendor who has a business relationship with local governmental entity.

PAS Property Acquisition Services, LLC

2 Check this box if you are filing an update to a previously filed questionnaire. (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 Name of local government officer about whom the information is being disclosed.

N/A

Name of Officer

4 Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

Yes No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

Yes No

5 Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.

6 Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

7 *Mark Hendek*
Signature of vendor doing business with the governmental entity

5-8-26
Date

LOCATION MAP



First Street Improvements
From Coleman Street to Craig Road

