

**THOROUGHFARE IMPACT FEES REIMBURSEMENT AGREEMENT**  
**(PARK PLACE, PROSPER HILLS & PROSPER MEADOWS)**

**THIS THOROUGHFARE IMPACT FEES REIMBURSEMENT AGREEMENT** ("Agreement") is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2023, by and between the **TOWN OF PROSPER, TEXAS** ("Prosper" or the "Town"), and **PPP 100 DEV LLC**, a Texas limited liability company ("Park Place"), **PROSPER HILLS LP**, a Texas limited partnership ("Prosper Hills"), and **PROSPER MEADOWS LP**, a Texas limited partnership ("Prosper Meadows"), and collectively Park Place, Prosper Hills, and Prosper Meadows are referenced herein as "Developer," collectively referred to as the "Parties."

**W I T N E S S E T H:**

**WHEREAS**, Developer is developing multiple projects in the Town known as Park Place, Prosper Hills, and Prosper Meadows, and

**WHEREAS**, the legal descriptions of the Park Place, Prosper Hills, and Prosper Meadows properties ("**Property**") are attached hereto as Exhibit A; and

**WHEREAS**, the Town and Developer wish to address the construction of improvements to certain roadways as well as payment of associated costs thereof, related to the Property; and

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

**WHEREAS**, in an effort to facilitate the construction of roadways serving the Property, the Parties have agreed to the terms and provisions of this Agreement; and

**WHEREAS**, this Agreement clearly is in the best interests of the Town and Developer and it is deemed mutually beneficial to each that the construction of roadways to and adjacent to the Property proceed uniformly.

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

**1. Thoroughfare Impact Fees and Roadway CIP Projects.**

(a) Subject to the provisions of this Paragraph 1 and this Agreement, the Property will be assessed thoroughfare impact fees at the rates then in effect pursuant to the Impact Fee Ordinance as it presently exists or may be subsequently amended (the "**Thoroughfare Impact Fees**").



(b) Developer shall, at its sole cost and expense, except as provided in Paragraph 3, below, construct and install: (1) the paving and drainage improvements for the southern lanes of Prosper Trail from the western limits of Park Place to the eastern limits of Park Place, (2) the paving and drainage improvements for the southern lanes of Prosper Trail from Teel Parkway to the eastern limits of Prosper Hills and (3) the paving and drainage improvements for the eastern lanes of Teel Parkway from Prosper Trail to the southern limits of Prosper Hills. If, after the construction of the roadway improvements noted above and prior to the start of development of Preston Meadows, it is estimated that there will be sufficient remaining Thoroughfare Impact Fees from the Area of Reimbursement (as identified in Paragraph 3) to reimburse the construction cost for (4) the paving and drainage improvements for the northern lanes of Prosper Trail adjacent to Prosper Meadows, then the Developer shall construct these improvements. These improvements are depicted on the Master Thoroughfare Plan and in the locations generally depicted on Exhibit B, attached hereto and incorporated herein for all purposes (collectively referred to herein as the “**Thoroughfare Improvements**”).

In addition to the completion and acceptance by the Town of the Thoroughfare Improvements identified in Paragraph 1.(b) as (1), Developer acknowledges that the completion and acceptance by the Town of additional roadway improvements noted below is required prior to the final acceptance of the first phase of any development within the Property. Developer or others shall construct and install: (A) the paving and drainage improvements for the southern lanes of Prosper Trail from the eastern boundary of Park Place to the intersection with future Legacy Drive, and one of either (B) the paving and drainage of the western lanes of Legacy Drive from Prosper Trail south to the connection of the northern limits of existing Legacy Drive, with a paving transition to Joyce Hall Elementary, (C) the paving and drainage improvements for the eastern lanes of Legacy Drive from Prosper Trail south to the northern limits of Joyce Hall Elementary School, OR (D) the paving improvements within the Pearls at Prosper community connecting from Prosper Trail to Legacy Drive. These improvements are depicted on the Master Thoroughfare Plan and in the locations generally depicted on Exhibit B, attached hereto and incorporated herein for all purposes (collectively referred to herein as the “**Offsite Improvements**”). If segment (B) is constructed, the Town will contribute Two Hundred Thousand and No/100 Dollars (\$200,000) towards the cost of construction of said western lanes improvements after completion and final acceptance of said improvements.

(c) Developer shall bid the construction of each portion of the Thoroughfare Improvements as shown in the related construction plans set with at least three (3) qualified contractors and shall provide copies of the bids received for such items to Town within five (5) business days of Developer's receipt of same. Developer shall: (i) execute a contract for the construction of each portion of the Thoroughfare Improvements with the lowest responsible bidder, as mutually and reasonably determined by Town and Developer; (ii) commence, or cause to be commenced, construction of each portion of the Thoroughfare Improvements within the project development schedule following: (A) the execution of this Agreement and all of the Third Party Thoroughfare Improvement Easements and Third Party Temporary Construction Easements; and (B) approval of the Thoroughfare Improvements' engineering plans, specifications and designs by Town's



Engineer, which approval shall not be unreasonably withheld or delayed; (iii) construct each portion of the Thoroughfare Improvements in accordance with Town-approved engineering plans, specifications and designs; and (iv) complete each portion of the Thoroughfare Improvements and obtain Town's acceptance of same prior to Town's final acceptance of the Thoroughfare Improvements.

(d) Developer represents that the estimated Thoroughfare Improvements construction costs are Four Million, Fourteen Thousand, Four Hundred Sixty-Nine and No/100 Dollars (\$4,014,469.00), as more particularly described in Exhibit D, attached hereto and incorporated herein for all purposes (the "**Estimated Construction Costs**"). Developer acknowledges and agrees that Town is relying on Developer's engineer's representation and warranty that the Estimated Construction Costs are as described in Exhibit D. Prior to receiving any reimbursement described in Paragraph 4 below, Developer shall tender to Town evidence, in a form(s) reasonably acceptable to Town, that all of the Thoroughfare Improvements construction costs (the "**Thoroughfare Improvement Costs**") have been paid by Developer, including but not limited to, Affidavits of Payment/Affidavits as to Debts and Liens and any other evidence reasonably required by Town ("**Evidence of Payment(s)**").

(e) The Parties acknowledge that Developer shall construct certain roadway and related improvements, as described in Exhibit D, the cost of which do not exceed the municipal participation limit referenced in Section 212.072(b)(2) of the Texas Local Government Code, as amended.

## **2. Third Party Roadway Project Rights-of-Way.**

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

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

(c) The Town will, at Developer's sole cost and expense (but subject to credit, as described below), provide, among any other assistance deemed reasonably necessary



by the Town, technical, engineering, legal and administrative assistance, as selected by the Town, to acquire, by purchase or condemnation, the Third Party Roadway Project Rights-of-Way. The Town shall review and approve any and all documents associated with the Third Party Roadway Project Rights-of-Way required herein. If the Town determines, in its reasonable discretion, that condemnation proceedings are necessary to secure the Third Party Roadway Project Rights-of-Way, the Town shall have the right to, at Developer's sole cost and expense (but subject to credit, as described below), take any and all steps the Town deems necessary to initiate said proceedings.

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

(e) If the Third Party Roadway Project Rights-of-Way are not obtained, or the Town has not secured the right to possess, in a form reasonably acceptable to the Town, the land made the subject of the Third Party Roadway Project Rights-of-Way, within ninety (90) days after the Effective Date on terms acceptable to the Town, then the Town shall commence, and thereafter diligently pursue to completion, condemnation proceedings to obtain such Third Party Roadway Project Rights-of-Way as soon as reasonably possible. Notwithstanding anything to the contrary herein, the Town and Developer agree that the Town may initiate condemnation proceedings prior to the expiration of the ninety (90) days referred to in this Paragraph.

### 3. **Reimbursement of Project Costs from Thoroughfare Impact Fees.**

(a) Provided Developer completes the Thoroughfare Improvements in accordance with this Agreement, Developer shall receive reimbursement of its Thoroughfare Improvement Costs from the Thoroughfare Impact Fees collected by Town related to service from the Thoroughfare Improvements, subject to the terms of this Agreement.

(b) A depiction of the service areas for the Thoroughfare Improvements is attached hereto as Exhibit C and made part hereof (the "**Area of Reimbursement**"). The Area of Reimbursement may be expanded from time to time and, upon such expansion, Exhibit C shall be amended accordingly.

(c) Thoroughfare Impact Fees collected by Town related to service from the Thoroughfare Improvements, as depicted in the Area of Reimbursement, shall be paid to Developer until the entire amount due to Developer is paid in full.

(d) The reimbursement amount shall be an amount equal to the *actual* construction costs associated with the Thoroughfare Improvements (the "**Thoroughfare Costs Reimbursement**"). The phrase "construction costs" as used herein shall include



design costs, construction costs, engineering costs, surveying costs and geotechnical materials testing associated with the Thoroughfare Improvements.

(e) All Thoroughfare Impact Fees collected by Town and available after the Existing Agreement obligation is met shall be paid by Town to Developer on a quarterly basis within thirty (30) days following each March 31, June 30, September 30, and December 31 until Developer has received the full amount of Thoroughfare Costs Reimbursements, as it may be adjusted in accordance with this Agreement.

(f) **NOTWITHSTANDING ANYTHING TO THE CONTRARY HEREIN, TOWN SHALL NOT BE OBLIGATED TO PROVIDE THE PROPERTY WITH THE THOROUGHFARE COSTS REIMBURSEMENT FOR ANY CONSTRUCTION COSTS ASSOCIATED WITH THE THOROUGHFARE IMPROVEMENTS UNLESS AND UNTIL DEVELOPER PROVIDES THE EVIDENCE OF PAYMENT(S).**

(g) Developer and Town acknowledge and agree that: (i) the Thoroughfare Impact Fees collected may be less than the Thoroughfare Costs Reimbursements to which Developer is entitled and Town does not guarantee the amount of Thoroughfare Impact Fees that will be collected; (ii) after a period of ten (10) years, any shortfall between the Thoroughfare Impact Fees collected and the Thoroughfare Costs Reimbursements shall be paid to Developer from Town; and (iii) Thoroughfare Impact Fees owed on the Property shall be paid in accordance with the Impact Fee Ordinance.

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

5. **Default.**

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

- (i) to refuse to issue building permits for the Property; and/or
- (ii) to refuse to accept any portion of any public improvements on the Property and/or associated with the development of the Property; and/or
- (iii) to refuse, without notice and/or any other action, to issue and/or



apply the reimbursements set forth in Paragraph 4; and/or

(iv) to construct and/or complete the Thoroughfare Improvements and to recover any and all costs and expenses associated with the construction and/or completion of same, including, but not limited to, any and all attorneys' fees and costs associated therewith; and/or

(v) to seek specific enforcement of this Agreement.

(b) In the event Town fails to comply with the terms and conditions of this Agreement, Developer may seek specific enforcement of this Agreement as its sole and exclusive remedy.

6. **Other Applicable Development Ordinances.** Unless otherwise expressly stipulated in this Agreement, nothing herein shall relieve any developer from responsibilities for the construction of other public improvements under applicable development ordinances of the Town.

7. **Covenant Running with Land.** This Agreement shall be a covenant running with the land and the Property and shall be binding upon Developer, its officers, directors, partners, employees, representatives, agents, successors, assignees, vendors, grantees and/or trustees. In addition, the Parties shall cause this Agreement to be filed in the Real Property Records of Denton County, Texas.

8. **Limitations of Agreement.** The Parties hereto acknowledge that this Agreement is limited to the Thoroughfare Impact Fees as described in the Impact Fee Ordinance. Town ordinances covering property taxes, utility rates, permit fees, inspection fees, development fees, sewer impact fees, park fees, tap fees, pro-rata fees and the like are not affected by this Agreement. Further, this Agreement does not waive or limit any of the obligations of Developer to Town under any other ordinance, whether now existing or in the future arising.

9. **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.

10. **Notices.** Any notice provided or permitted to be given under this Agreement must be in writing and may be served by depositing same in the United States mail, addressed to the Party to be notified, postage pre-paid and registered or certified with return receipt requested, or by delivering the same in person to such Party via facsimile or a hand-delivery service, Federal Express or any courier service that provides a return receipt showing the date of actual delivery of same to the addressee thereof. Notice given in accordance herewith shall be effective upon receipt at the address of the addressee. For purposes of notice, the addresses of the Parties shall be as follows:



If to Town, addressed to it at:  
Town of Prosper  
ATTN: Town Manager  
P. O. Box 307  
250 W. First Street  
Prosper, Texas 75078  
Telephone: (972) 346-2640

With a copy to:  
Brown & Hofmeister, L.L.P.  
ATTN: Terrence S. Welch, Esq.  
740 E. Campbell Road  
Richardson, TX 75081  
Telephone: (214) 747-6104

If to Developer, addressed to it at:  
PPP 100 DEV LLC  
ATTN: Vijay Borra  
826 Mango Court  
Coppell, TX 75019  
Telephone: (972) 304-0506

PROSPER HILLS LP  
ATTN: Vijay Borra  
826 Mango Court  
Coppell, TX 75019  
Telephone: (972) 304-0506

PROSPER MEADOWS LP  
ATTN: Vijay Borra  
826 Mango Court  
Coppell, TX 75019  
Telephone: (972) 304-0506

With a copy to:  
Poche Law PC  
ATTN: Charles Poche, Jr. Esq.  
15770 North Dallas Parkway, Suite 475  
Dallas, TX 75248  
Telephone: (214) 764-0961

11. **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).

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

13. **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.

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

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

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

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

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

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



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

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

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

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

23. **Survival.** Paragraph 21, "Indemnification," shall survive the termination of this Agreement.

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



25. **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.

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

27. **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.

28. **Attorney's Fees.** Developer agrees to pay, or cause to be paid, to Prosper any attorney's fees charged to Prosper by Prosper's legal counsel for, among other things, legal review and revision of this Agreement and all further agreements, ordinances or resolutions contemplated by this Agreement, negotiations and discussions with Developer's attorney and the provision of advice to applicable Prosper Town Staff and the Prosper Town Council, in an amount not to exceed \$2,000 within ten (10) days upon receipt of an invoice of same from Prosper.

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

**[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]**



**THE TOWN OF PROSPER, TEXAS**

By: \_\_\_\_\_

Name: Mario Canizares

Title: Town Manager

**STATE OF TEXAS        )**

**)**

**COUNTY OF COLLIN    )**

      This instrument was acknowledged before me on the \_\_\_\_ day of \_\_\_\_\_, 2023, by Mario Canizares, Town Manager for the Town of Prosper, Texas, on behalf of the Town of Prosper, Texas.

\_\_\_\_\_  
Notary Public, State of Texas

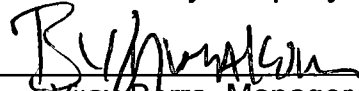


**DEVELOPER**

**PPP DEV 100 LLC**

a Texas limited liability company

By

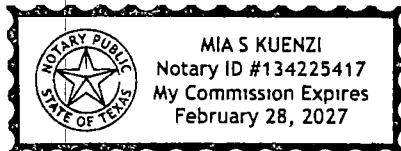
  
Vijay Borra, Manager

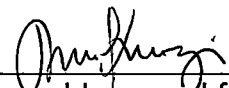
**STATE OF TEXAS**

**COUNTY OF** Dallas

Before me, the undersigned authority, a notary public in and for the State of Texas, on this day personally appeared Vijay Borra, manager of **PPP DEV 100 LLC**, a Texas limited liability company, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purpose and consideration expressed, and in the capacity therein stated, on behalf of such entities

Given under my hand and seal of office this 15<sup>th</sup> day of September, 2023

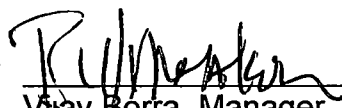


  
Notary public in and for the State of TX  
My commission expires 02/28/27



**PROSPER HILLS LP**  
a Texas limited partnership

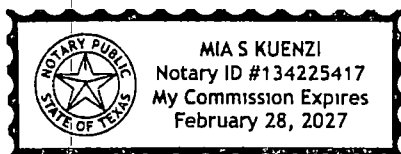
By McKinney Estate LLC,  
a Texas limited liability company  
General Partners

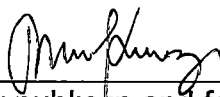
By   
Vijay Borra, Manager

STATE OF TEXAS                     )  
  )  
COUNTY OF Dallas                     )

Before me, the undersigned authority, a notary public in and for the State of Texas, on this day personally appeared Vijay Borra, Manager of McKinney Estate LLC, a Texas limited liability company, General Partners of **PROSPER HILLS LP**, a Texas limited partnership, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purpose and consideration expressed, and in the capacity therein stated, on behalf of such entities

Given under my hand and seal of office this 15<sup>th</sup> day of September, 2023



  
Notary public in and for the State of TX  
My commission expires 02/28/27



**PROSPER MEADOWS LP**  
a Texas limited partnership

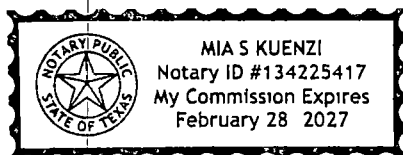
By McKinney Estate LLC,  
a Texas limited liability company  
General Partners

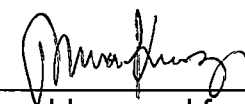
By   
Vijay Borra, Manager

STATE OF TEXAS                   )  
  )  
COUNTY OF Dallas            )

Before me, the undersigned authority, a notary public in and for the State of Texas, on this day personally appeared Vijay Borra, Manager of McKinney Estate LLC, a Texas limited liability company, General Partners of **PROSPER MEADOWS, L P**, a Texas limited partnership, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purpose and consideration expressed, and in the capacity therein stated, on behalf of such entities

Given under my hand and seal of office this 15<sup>th</sup> day of September, 2023



  
\_\_\_\_\_  
Notary public in and for the State of TX  
My commission expires 02/28/27



**EXHIBIT A**  
(Property Legal Description)

**Park Place**

**BEING** A TRACT OF LAND SITUATED IN THE JOHN H. DURRETT SURVEY, ABSTRACT NO. 350 AND THE LOUISA NETHERLY SURVEY, ABSTRACT NO. 962, DENTON COUNTY, TEXAS, AND BEING PART OF A TRACT OF LAND DESCRIBED IN DEED TO PROSPER 100 LP, ACCORDING TO THE DOCUMENT RECORDED IN INSTRUMENT NO. 2019-21287, OFFICIAL PUBLIC RECORDS, DENTON COUNTY, TEXAS (O.P.R.C.C.T.), AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

**BEGINNING** AT THE SOUTHEAST CORNER OF SAID PROSPER 100 LP TRACT AND THE NORTHEAST CORNER OF LOT 1, BLOCK X, ARTESIA NORTH PHASE 4, AN ADDITION TO THE TOWN OF PROSPER, DENTON COUNTY, TEXAS, ACCORDING TO THE PLAT RECORDED IN CABINET 2016, SLIDE 76, PLAT RECORDS, DENTON COUNTY, TEXAS (P.R.C.C.T.), ALSO BEING ON THE WEST LINE OF A TRACT OF LAND DESCRIBED IN DEED AS TRACT IV TO BLUE STAR ALLEN LAND, LP, RECORDED IN INSTRUMENT NO. 2011-60030, O.P.R.C.C.T.,

**THENCE** N 89° 32' 20" W, ALONG THE SOUTH LINE OF SAID PROSPER 100 LP TRACT, A DISTANCE OF 2,909.87 FEET TO SOUTHWEST CORNER OF SAID PROSPER 100 LP TRACT, SAME BEING THE MOST EASTERLY SOUTHEAST CORNER OF A TRACT OF LAND DESCRIBED IN DEED TO PROSPER HILLS, LP, ACCORDING TO THE DOCUMENT RECORDED IN INSTRUMENT NO. 2022-117712, O.P.R.C.C.T., ALSO BEING ON THE NORTH LINE OF LOT 3, BLOCK X, ARTESIA NORTH PHASE 2, AN ADDITION TO THE TOWN OF PROSPER, DENTON COUNTY, TEXAS, ACCORDING TO THE PLAT RECORDED IN CABINET 2017, SLIDE 164, P.R.C.C.T.;

**THENCE** N 00° 12' 38" E, ALONG THE WEST LINE OF SAID PROSPER 100 LP TRACT AND THE EAST LINE OF SAID PROSPER HILLS LLC TRACT, A DISTANCE OF 1,469.84 FEET TO THE NORTHWEST CORNER OF SAID PROSPER 100 LP TRACT AND THE NORTHEAST CORNER OF SAID PROSPER HILLS LLC TRACT;

**THENCE** N 89° 24' 39" E, ALONG THE NORTH LINE OF SAID PROSPER 100 LP TRACT, A DISTANCE OF 1,852.41 FEET TO A 5/8" IRON ROD FOUND AT THE SOUTHEAST CORNER OF A TRACT OF LAND DESCRIBED IN DEED TO PROSPER MEADOWS LP, ACCORDING TO THE DOCUMENT RECORDED IN INSTRUMENT NO. 2019-65177, O.P.R.C.C.T.;

**THENCE** N 89° 20' 59" E, ALONG THE NORTH LINE OF SAID PROSPER 100 LP TRACT AND THE SOUTH LINE OF SAID PROSPER MEADOWS LP TRACT, A DISTANCE OF 1,057.81 FEET TO THE NORTHEAST CORNER OF SAID PROSPER 100 LP TRACT AND THE NORTHWEST CORNER OF THE ABOVE MENTIONED TRACT IV;

**THENCE** S 00° 12' 49" W, ALONG THE EAST LINE OF SAID PROSPER 100 LP TRACT AND THE WEST LINE OF SAID TRACT IV, A DISTANCE OF 1,524.31 FEET TO THE **POINT OF BEGINNING**, AND **CONTAINING** 99.983 ACRES OR 4,355,272 SQUARE FEET OF LAND MORE OR LESS



## Prosper Hills

**BEING** A TRACT OF SITUATED IN THE LOUIS NETHERLY SURVEY, ABSTRACT NO. 962, TOWN OF PROSPER, DENTON COUNTY, TEXAS, AND BEING ALL OF A TRACT OF LAND DESCRIBED IN DEED TO PROSPER HILLS, LP, RECORDED IN INSTRUMENT NUMBER 2017-82639 OFFICIAL PUBLIC RECORDS, DENTON COUNTY, TEXAS (O.P.R.D.C.T.), ALSO BEING A PORTION OF SEC TEEL-PROSPER ADDITION, AN ADDITION TO THE TOWN OF PROSPER, RECORDED IN INSTRUMENT NUMBER 2022-1306, PLAT RECORDS, DENTON COUNTY, TEXAS (P.R.D.C.T.), AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

**BEGINNING** AT THE MOST EASTERLY SOUTHEAST CORNER OF SAID PROSPER HILLS, LP TRACT, SAME BEING THE SOUTHWEST CORNER OF A TRACT OF LAND DESCRIBED IN DEED TO PROSPER 100 LP, RECORDED IN INSTRUMENT NUMBER 2019-21287 O.P.R.D.C.T., FROM WHICH AN "X" CUT FOUND AT THE INTERSECTION OF GREENBELT PARK LANE, AN EXISTING 50' RIGHT-OF-WAY, AND HUBBARD PARK AVENUE, AN EXISTING 50' RIGHT-OF-WAY, ARTESIA NORTH PHASE 2 (ARTESIA ADDITION), AN ADDITION TO THE TOWN OF PROSPER, DENTON COUNTY, TEXAS, RECORDED IN INSTRUMENT NUMBER 2017-164 O.P.R.D.C.T., BEARS S 57°25'44" W, 129.03 FEET;

**THENCE** N 89° 32'20" W, WITH THE MOST EASTERLY SOUTH LINE OF SAID PROSPER HILLS, LP TRACT AND THE NORTH LINE OF SAID ARTESIA ADDITION, A DISTANCE OF 553.82 FEET TO AN INTERIOR ELL CORNER OF SAID PROSPER HILLS, LP TRACT AND THE NORTHWEST CORNER OF LOT 3, BLOCK X, OF SAID ARTESIA ADDITION;

**THENCE** S 00°03'28" W, ALONG AN EAST LINE OF SAID PROSPER HILLS LP TRACT AND THE WEST LINE OF SAID ARTESIA ADDITION, A DISTANCE OF 259.13 FEET TO THE MOST SOUTHERLY SOUTHEAST CORNER OF SAID PROSPER HILLS, LP TRACT, SAME BEING THE NORTHEAST CORNER OF A REMAINDER TRACT OF LAND DESCRIBED IN DEED TO INWOOD PLAZA JOINT VENTURE, RECORDED IN VOLUME 4233, PAGE 738, DEED RECORDS DENTON COUNTY, TEXAS (D.R.D.C.T.);

**THENCE** N 89°31'47" W, ALONG THE SOUTH LINE OF SAID PROSPER HILLS, LP TRACT AND THE NOTH LINE OF SAID REMAINDER TRACT, A DISTANCE OF 1,308.00 FEET TO THE SOUTHWEST CORNER OF SAID PROSPER HILLS, LP TRACT AND NORTHWEST CORNER OF SAID REMAINDER TRACT, ALSO BEING ON THE EAST LINE OF TEEL PARKWAY (A VARIABLE WIDTH RIGHT-OF-WAY);

**THENCE** N 00°08'41" W, ALONG THE WEST LINE OF SAID PROSPER HILLS, LP TRACT AND THE EAST LINE OF SAID TEEL PARKWAY, A DISTANCE OF 149.49 FEET TO THE SOUTH CORNER OF SAID SEC TEEL-PROSPER ADDITION;

**THENCE** N 00°02'02" E, CONTINUING ALONG THE WEST LINE OF SAID PROSPER HILLS, SAME BEING THE EAST LINE OF SAID SEC TEEL-PROSPER ADDITION, A DISTANCE OF 1,043.46 FEET TO THE SOUTH CORNER OF LOT 1, BLOCK A, OF SAID SEC TEEL-PROSPER ADDITION, AND BEING THE BEGINNING OF A NON-TANGENT CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 01°08'34", A RADIUS OF 1,060.00 FEET, AND A CHORD BEARING AND DISTANCE OF N 19°32'51" W, 21.14 FEET;



**THENCE** ALONG THE WEST LINE OF LOT 1, BLOCK A, OF SAID SEC TEEL-PROSPER ADDITION THE FOLLOWING COURSES AND DISTANCES:

ALONG SAID CURVE TO THE LEFT, AN ARC DISTANCE OF 21.14 FEET;

N 20°22'59" W, A DISTANCE OF 150.91 FEET TO THE BEGINNING OF A NON-TANGENT CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 00°10'12", A RADIUS OF 1,070.00 FEET, AND A CHORD BEARING AND DISTANCE OF N 28°18'42" W 3.18 FEET;

ALONG SAID CURVE TO THE LEFT, AN ARC DISTANCE OF 3.18 FEET;

N 28°23'48" W, A DISTANCE OF 171.87 FEET;

N 16°39'53" E, A DISTANCE OF 49.44 FEET TO THE BEGINNING OF A NON-TANGENT CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 10°03'53", A RADIUS OF 745.00 FEET, AND A CHORD BEARING AND DISTANCE OF N 67°19'26" E, 130.70 FEET;

ALONG SAID CURVE TO THE RIGHT, AN ARC DISTANCE OF 130.87 FEET;

N 72°21'22" E, A DISTANCE OF 8.76 FEET TO THE WEST LINE OF SAID PROSPER HILLS, LP TRACT;

**THENCE** N 00°02'02" E, ALONG THE WEST LINE OF SAID PROSPER HILLS, LP TRACT, A DISTANCE OF 87.91 FEET TO THE NORTHWEST CORNER OF SAID PROSPER HILLS, LP TRACT;

**THENCE** N 89°47'56" E, ALONG THE NORTH LINE OF SAID PROSPER HILLS, LP TRACT, A DISTANCE OF 306.82 FEET;

**THENCE** N 89°24'39" E, CONTINUING ALONG THE NORTH LINE OF SAID PROSPER HILLS, LP TRACT, A DISTANCE OF 1,560.15 FEET TO THE NORTHEAST CORNER OF SAID PROSPER HILLS, LP TRACT, SAME BEING THE NORTHWEST CORNER OF SAID PROSPER 100 LP TRACT;

**THENCE** S 00°12'38" W, ALONG THE EAST LINE OF SAID PROSPER HILLS, LP TRACT AND THE WEST LINE OF SAID PROSPER 100 LP TRACT, A DISTANCE OF 1,469.84 FEET TO THE **POINT OF BEGINNING**, AND **CONTAINING** 70.674 ACRES OR 3,078,580 SQUARE FEET OF LAND MORE OR LESS



## Prosper Meadows

**Being** a tract of land situated in the J.H. Durrant Survey, Abstract Number 350, John McKim Survey, Abstract Number 889, and the Aaron Roberts Survey, Abstract Number 1115, and being all of that tract of land described in deed to Prosper Meadows LP, according to the document recorded in Instrument Number 2019-65177, Official Public Records, Denton County, Texas (O.P.R.D.C.T.), and being more particularly described as follows:

**BEGINNING** at the northwest corner of said Prosper Meadows LP tract, same being the northeast corner of that tract of land described in deed to Prosper Independent School District, according to the document recorded in Instrument Number 2017-34540, O.P.R.D.C.T., also being in the approximate center line of Parvin Road;

**THENCE:** N 89° 30' 00" E, with the north line of said Prosper Meadows LP tract, and the approximate center line of said Parvin Road, a distance of 1,549.43 feet to the northeast corner of said Prosper Meadows LP tract;

**THENCE:** S 01° 01' 00" W, with the east line of said Prosper Meadows LP tract, a distance of 2,815.00 feet to the southeast corner of said Prosper Meadows LP tract, and the approximate center line of Prosper Road;

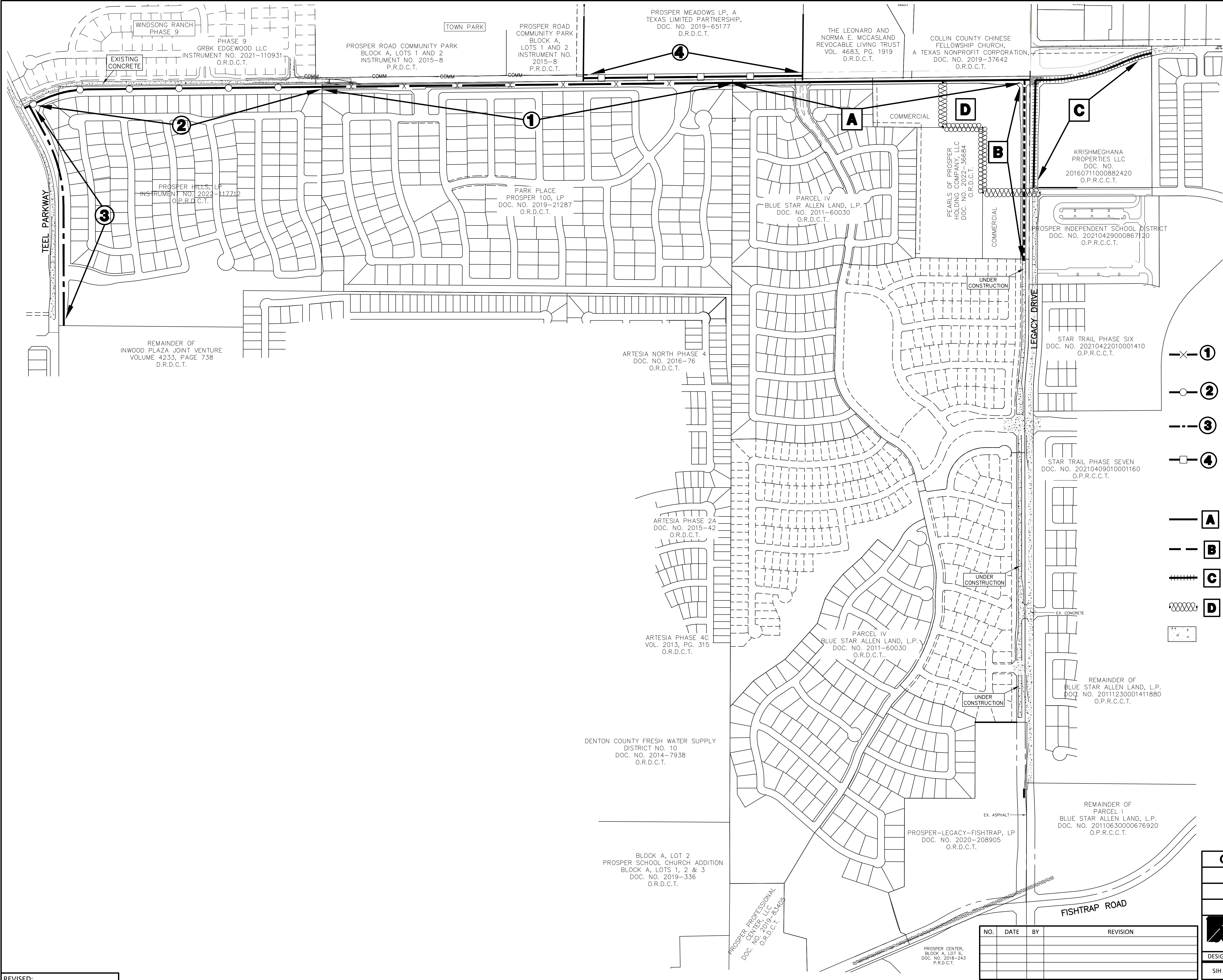
**THENCE:** S 89° 44' 00" W, with the south line of said Prosper Meadows LP tract, and the approximate center line of said Prosper Road, a distance of 1,550.91 feet to the southwest corner of said Prosper Meadows LP tract;

**THENCE:** N 01° 03' 00" E, with the west line of said Prosper Meadows LP tract, a distance of 2,808.73 feet to the **POINT OF BEGINNING** and **CONTAINING** 100.035 Acres of land, more or less.



**EXHIBIT B**  
**(Thoroughfare Improvements)**





LEGEND:

ITEM:	ESTIMATED COST
1	PROSPER TRAIL SOUTH LANES \$1,830,998
2	PROSPER TRAIL SOUTH LANES \$868,502
3	TEEL PARKWAY EAST LANES \$693,652
4	PROSPER TRAIL NORTH LANES \$621,317
	<b>TOTAL ESTIMATED COST</b> \$4,014,469
A	STAR TRAIL AGREEMENT \$1,193,631
B	TBD CONSTRUCTION RESPONSIBILITY AND TIMING \$484,848
C	STAR TRAIL AGREEMENT
D	PEARLS OF PROSPER
E	EXISTING CONCRETE

EXHIBIT B  
CIP ROADWAYS CONSTRUCTION  
PARK PLACE D.A.

TOWN OF PROSPER  
DENTON & COLLIN COUNTY



DOWDEY, ANDERSON & ASSOCIATES, INC.  
5225 Village Creek Drive, Suite 200 Plano, Texas 75093 972-931-0694  
STATE REGISTRATION NUMBER: F-399

DESIGN	DRAWN	CHECKED	DATE	SCALE	JOB	SHEET
SIH	SIH	MSD	JULY 2023	NONE		1

NO.	DATE	BY	REVISION

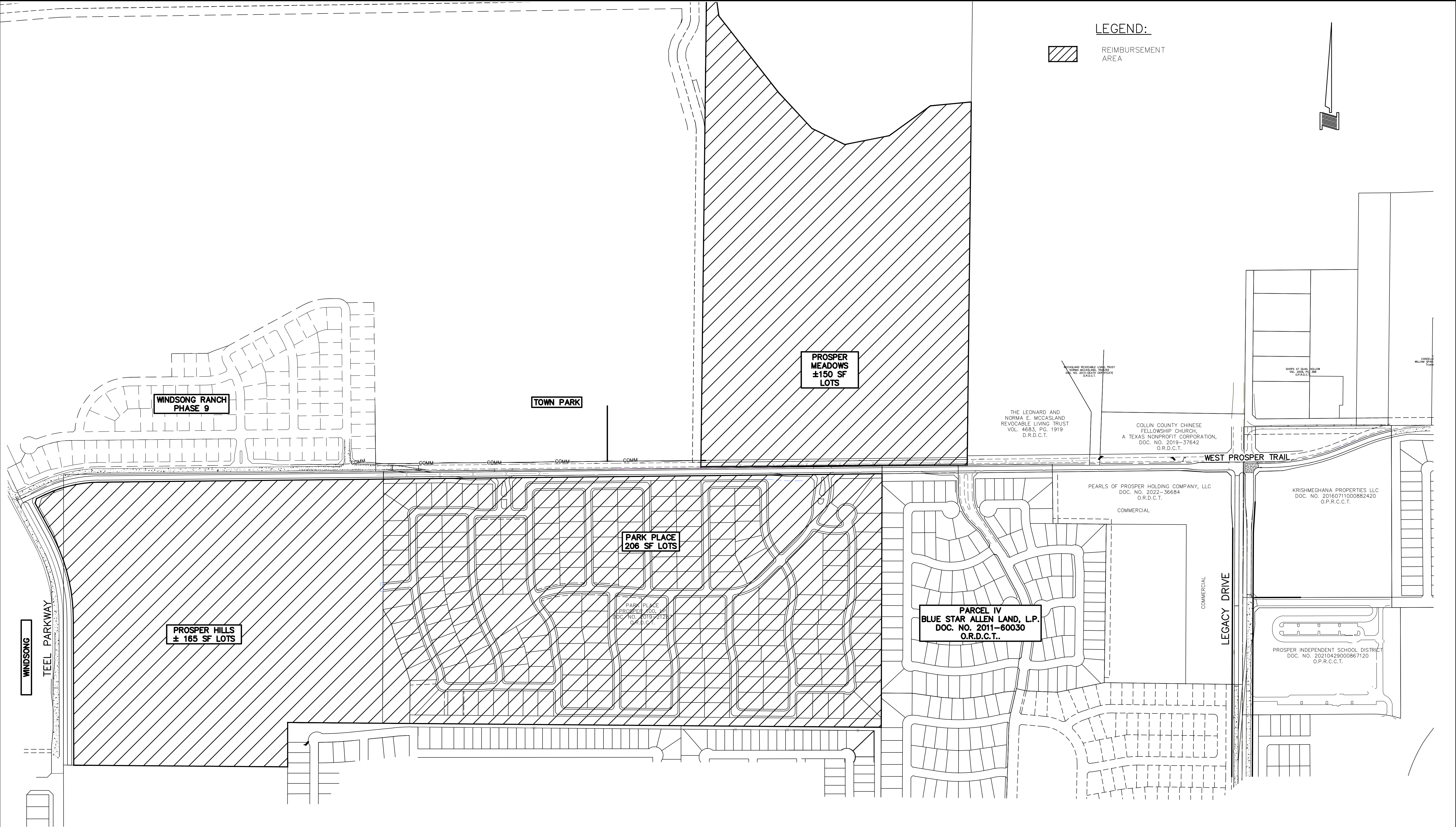
REVISED:



**EXHIBIT C**  
**(Area of Reimbursement)**



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REVISED:

PARK PLACE – 206 SF LOTS	\$1,246,918
@ \$6,053/ SF LOT	
PROSPER HILLS – 165 SF LOTS	\$998,745
@ \$6,053/ SF LOT	
PROSPER MEADOWS – 150 SF LOTS	\$907,950
@ \$6,053/ SF LOT	
	<u>\$3,153,613</u>

NO.	DATE	BY	REVISION

**EXHIBIT C**  
**CIP ROADWAYS REIMBURSEMENT AREA**  
**PARK PLACE D.A.**  
TOWN OF PROSPER  
DENTON & COLLIN COUNTY

**DOWDEY, ANDERSON & ASSOCIATES, INC.**  
5225 Village Creek Drive, Suite 200 Plano, Texas 75093 972-931-0694  
STATE REGISTRATION NUMBER: F-399

DESIGN	DRAWN	CHECKED	DATE	SCALE	JOB	SHEET
SIH	SIH	MSD	JULY 2023	NONE		1 / 1

PLATE NO.:



**EXHIBIT D**  
**(Estimated Construction Costs)**



# **PROSPER TRAIL & TEEL PARKWAY OPC**

Prosper, Denton, Texas

Prepared: 9/18

## ***Opinion of Probable Cost Summary***

CATEGORY	PROSPER TRAIL SOUTH LANES - PARK PLACE	PROSPER TRAIL SOUTH LANES - PROSPER HILLS	TEEL PARKWAY EAST LANES - PROSPER HILLS	PROSPER TRAIL NORTH LANES - PROSPER MEADOW	TOTAL
<b>EROSION CONTROL</b>	\$17,671	\$11,161	\$7,974	\$7,715	\$44,521
Cost/LF	\$6	\$5	\$5	\$5	\$5
<b>EXCAVATION</b>	\$88,796	\$82,756	\$66,375	\$42,430	\$280,357
Cost/LF	\$31	\$37	\$41	\$27	\$34
<b>STORM SEWER</b>	\$424,957	\$48,129	\$46,101	\$58,512	\$577,699
Cost/LF	\$146	\$21	\$28	\$38	\$69
<b>PAVING</b>	\$824,870	\$501,288	\$393,366	\$351,577	\$2,071,101
Cost/LF	\$283	\$222	\$243	\$226	\$248
<b>PROFESSIONAL FEES</b>	\$271,260	\$128,668	\$102,764	\$92,048	\$594,740
<b>OVERALL CONTINGENCY</b> 15%	\$203,444	\$96,500	\$77,072	\$69,035	\$446,051
<b>TOTALS</b>	<b>\$1,830,998</b>	<b>\$868,502</b>	<b>\$693,652</b>	<b>\$621,317</b>	<b>\$4,014,469</b>

Length (LF)	2,910	2,254	1,620	1,554	8,338
Cost per Linear Foot	\$629	\$385	\$428	\$400	\$481

1) IT IS IMPORTANT TO NOTE THAT THIS REPORT IS LIMITED IN ACCURACY BECAUSE IT WAS PREPARED WITHOUT THE BENEFIT OF PERMITTED CONSTRUCTION DOCUMENTS AND/OR ENGINEERING REPORTS, THAT MAY BE REQUIRED FOR PERMITTING AND THAT MAY YIELD NEW INFORMATION WHICH COULD AFFECT THE FINAL DEVELOPMENT COST.

2) ALL INFRASTRUCTURE COST IDENTIFIED ABOVE ARE PREDICATED ON THE ASSUMPTIONS AND EXCLUSIONS IDENTIFIED IN THE DETAILED COST "BREAK-DOWN" OF PROBABLE COST BY TRACT.



# **PROSPER TRAIL SOUTH LANES - PARK PLACE**

Prosper, Denton, Texas

Length: 2,910  
Prepared: 9/18

Total Acres: 1.9

## ***Opinion of Probable Cost Summary***

CATEGORY	By Category	Per LF
EROSION CONTROL	\$17,671	\$6
EXCAVATION	\$88,796	\$31
STORM SEWER	\$424,957	\$146
PAVING	\$824,870	\$283
CONSTRUCTION SUB-TOTALS	\$1,356,294	\$466
PROFESSIONAL FEES	\$271,260	\$93
OVERALL CONTINGENCY 15%	\$203,444	\$70
<b>TOTAL</b>	<b>\$1,830,998</b>	<b>\$629</b>

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2) ALL INFRASTRUCTURE COST IDENTIFIED ABOVE ARE PREDICATED ON THE ASSUMPTIONS AND EXCLUSIONS IDENTIFIED IN THE DETAILED COST "BREAK-DOWN" OF PROBABLE COST BY TRACT.



EROSION CONTROL	UNIT COST	UNIT	QTY	TOTAL
	(\$)	(-)	(± #)	(\$)
SILT FENCE (HIGH FLOW)	\$ 1.70	LF.	4,265	\$ 7,251
SILT FENCE MAINTENANCE & REMOVAL	\$ 1.50	LF.	4,265	\$ 6,398
ROCK CHECK DAMS	\$ 699.00	EA.	0	\$ -
4' ROLL OF CURLEX WITH SEED	\$ 0.62	LF.	3,588	\$ 2,225
INLET PROTECTION	\$ 75.00	EA.	6	\$ 450
SALES TAX ON IMPROVEMENTS	8.25%	%	\$ 16,324	\$ 1,347
<b>TOTAL</b>				<b>\$ 17,671</b>

EXCAVATION	UNIT COST	UNIT	QTY	TOTAL
	(\$)	(-)	(± #)	(\$)
MOBILIZATION	\$ 10,500.00	LS.	1.0	\$ 10,500
CLEARING & GRUBBING VEGETATION	\$ 2,000.00	AC.	6.8	\$ 13,600
CLEAR & GRIND TREES	\$ 16,000.00	LS.	1.0	\$ 16,000
CONSTRUCTION ENTRANCE	\$ 2,649.00	EA.	1	\$ 2,649
STREET & RIGHT-OF-WAY EXCAVATION	\$ 3.00	CY.	5,793	\$ 17,379
STREET MOISTURE CONDITIONING 5' DEEP	\$ 1.59	CY.	16,200	\$ 25,758
DIVERSION SWALE GRADING	\$ 1.00	LF.	2,910	\$ 2,910
<b>TOTAL</b>				<b>\$ 88,796</b>

STORM SEWER	UNIT COST	UNIT	QTY	TOTAL
	(\$)	(-)	(± #)	(\$)
10' INLET	\$ 8,131.20	EA.	6	\$ 48,788
21" R.C.P.	\$ 72.66	LF.	1217	\$ 88,428
24" R.C.P.	\$ 84.04	LF.	144	\$ 12,102
42" R.C.P.	\$ 186.33	LF.	322	\$ 59,999
48" R.C.P.	\$ 221.05	LF.	500	\$ 110,525
6' X 4' R.C.B	\$ 476.91	LF.	20	\$ 9,539
4'X4' STORM MANHOLE	\$ 6,782.05	EA.	1	\$ 6,783
5'X5' STORM MANHOLE	\$ 9,843.35	EA.	2	\$ 19,687
8'X8' STORM MANHOLE	\$ 28,507.00	EA.	1	\$ 28,507
4' X 4' DROP INLET WITH APRON	\$ 6,782.05	EA.	1	\$ 6,783
5' X 5' DROP INLET WITH APRON	\$ 9,843.35	EA.	1	\$ 9,844
21" END & PLUG	\$ 379.94	EA.	5	\$ 1,900
CONNECT TO EXISTING STORM LINE	\$ 1,778.70	EA.	1	\$ 1,779
TESTING & T.V. INSPECTION	\$ 6.05	LF.	2,203	\$ 13,329
TRENCH SAFETY	\$ 0.31	LF.	2,203	\$ 683
MAINTENANCE BOND	1.5%	%	\$ 418,676	\$ 6,281
<b>TOTAL</b>				<b>\$ 424,957</b>

PAVING	UNIT COST	UNIT	QTY	TOTAL
	(\$)	(-)	(± #)	(\$)
9" REINF. CONCRETE STREET PAVEMENT	\$ 64.60	SY.	9,330	\$ 602,718
9" NON-REINFORCED CONCRETE TRANSITION	\$ 72.95	SY.	289	\$ 21,083
12" LIME TREATED SUBGRADE	\$ 3.55	SY.	10,823	\$ 38,422
HYDRATED LIME	\$ 319.00	TN.	195	\$ 62,205
3 MIL POLY 6' WIDE	\$ 1.65	LF.	5,820	\$ 9,603
PAVEMENT HEADER & BARRICADE	\$ 2,070.00	EA.	2	\$ 4,140
REMOVE EXISTING GRAVEL ROAD	\$ 5.00	SY.	12,016	\$ 60,080
CONNECT TO EXISTING	\$ 800.00	EA.	1	\$ 800
PAVEMENT MARKINGS	\$ 3.25	LF.	2,910	\$ 9,458
TRAFFIC SIGNS	\$ 695.00	EA.	6	\$ 4,170
MAINTENANCE BOND	1.5%	%	\$ 812,679	\$ 12,191
<b>TOTAL</b>				<b>\$ 824,870</b>

PROFESSIONAL FEES	%		\$	TOTAL
				(\$)
ENGINEERING & SURVEY	15.0%		\$ 1,356,294	\$ 203,445
GEOTECHNICAL & MATERIAL TESTING	5.0%		\$ 1,356,294	\$ 67,815
<b>TOTAL</b>				<b>271,260</b>



# **PROSPER TRAIL SOUTH LANES - PROSPER HILLS**

Prosper, Denton, Texas

Length: 2,254  
Prepared: 9/18

Total Acres: 2.3

## ***Opinion of Probable Cost Summary***

CATEGORY	By Category	Per LF
EROSION CONTROL	\$11,161	\$5
EXCAVATION	\$82,756	\$37
STORM SEWER	\$48,129	\$21
PAVING	\$501,288	\$222
CONSTRUCTION SUB-TOTALS	\$643,334	\$285
PROFESSIONAL FEES	\$128,668	\$57
OVERALL CONTINGENCY 15%	\$96,500	\$43
<b>TOTAL</b>	<b>\$868,502</b>	<b>\$385</b>

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2) ALL INFRASTRUCTURE COST IDENTIFIED ABOVE ARE PREDICATED ON THE ASSUMPTIONS AND EXCLUSIONS IDENTIFIED IN THE DETAILED COST "BREAK-DOWN" OF PROBABLE COST BY TRACT.



EROSION CONTROL	UNIT COST	UNIT	QTY	TOTAL
	(\$)	(-)	(± #)	(\$)
SILT FENCE (HIGH FLOW)	\$ 1.70	LF.	2,254	\$ 3,832
SILT FENCE MAINTENANCE & REMOVAL	\$ 1.50	LF.	2,254	\$ 3,381
ROCK CHECK DAMS	\$ 699.00	EA.	0	\$ -
4' ROLL OF CURLEX WITH SEED	\$ 0.62	LF.	4,510	\$ 2,797
INLET PROTECTION	\$ 75.00	EA.	4	\$ 300
SALES TAX ON IMPROVEMENTS	8.25%	%	\$ 10,310	\$ 851
<b>TOTAL</b>				<b>\$ 11,161</b>

EXCAVATION	UNIT COST	UNIT	QTY	TOTAL
	(\$)	(-)	(± #)	(\$)
CLEARING & GRUBBING VEGETATION	\$ 2,000.00	AC.	2.3	\$ 4,660
CLEAR & GRIND TREES	\$ 16,000.00	LS.	1	\$ 16,000
CONSTRUCTION ENTRANCE	\$ 2,649.00	EA.	1	\$ 2,649
STREET & RIGHT-OF-WAY EXCAVATION	\$ 3.00	CY.	13,400	\$ 40,200
STREET MOISTURE CONDITIONING 5' DEEP	\$ 1.59	CY.	12,105	\$ 19,247
<b>TOTAL</b>				<b>\$ 82,756</b>

STORM SEWER	UNIT COST	UNIT	QTY	TOTAL
	(\$)	(-)	(± #)	(\$)
10' INLET	\$ 8,131.20	EA.	2	\$ 16,263
12' INLET	\$ 9,500.00	EA.	2	\$ 19,000
18" R.C.P.	\$ 67.74	LF.	164	\$ 11,110
TESTING & T.V. INSPECTION	\$ 6.05	LF.	164	\$ 993
TRENCH SAFETY	\$ 0.31	LF.	164	\$ 51
MAINTENANCE BOND	1.5%	%	\$ 47,417	\$ 712
<b>TOTAL</b>				<b>\$ 48,129</b>

PAVING	UNIT COST	UNIT	QTY	TOTAL
	(\$)	(-)	(± #)	(\$)
9" REINF. CONCRETE STREET PAVEMENT	\$ 64.60	SY.	6,261	\$ 404,461
12" LIME TREATED SUBGRADE	\$ 3.55	SY.	7,263	\$ 25,784
HYDRATED LIME	\$ 319.00	TN.	131	\$ 41,789
3 MIL POLY 6' WIDE	\$ 1.65	LF.	4,508	\$ 7,439
CONNECT TO EXISTING	\$ 800.00	EA.	1	\$ 800
PAVEMENT MARKINGS	\$ 3.25	LF.	2,254	\$ 7,326
TRAFFIC SIGNS	\$ 695.00	EA.	4	\$ 2,780
TRAFFIC CONTROL DEVICES (SIGNS, BARRELS & BARRICADES)	\$ 3,500.00	LS.	1	\$ 3,500
MAINTENANCE BOND	1.5%	%	\$ 493,879	\$ 7,409
<b>TOTAL</b>				<b>\$ 501,288</b>

PROFESSIONAL FEES				TOTAL
	%		\$	(\$)
ENGINEERING & SURVEY	15.0%		\$ 643,334	\$ 96,501
GEOTECHNICAL & MATERIAL TESTING	5.0%		\$ 643,334	\$ 32,167
<b>TOTAL</b>				<b>128,668</b>



# **TEEL PARKWAY EAST LANES - PROSPER HILLS**

Prosper, Denton, Texas

Length: 1,620  
Prepared: 9/18

Total Acres: 2.1

## ***Opinion of Probable Cost Summary***

CATEGORY	By Category	Per LF
EROSION CONTROL	\$7,974	\$5
EXCAVATION	\$66,375	\$41
STORM SEWER	\$46,101	\$28
PAVING	\$393,366	\$243
CONSTRUCTION SUB-TOTALS	\$513,816	\$317
PROFESSIONAL FEES	\$102,764	\$63
OVERALL CONTINGENCY 15%	\$77,072	\$48
<b>TOTAL</b>	<b>\$693,652</b>	<b>\$428</b>

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2) ALL INFRASTRUCTURE COST IDENTIFIED ABOVE ARE PREDICATED ON THE ASSUMPTIONS AND EXCLUSIONS IDENTIFIED IN THE DETAILED COST "BREAK-DOWN" OF PROBABLE COST BY TRACT.



EROSION CONTROL	UNIT COST	UNIT	QTY	TOTAL
	(\$)	(-)	(± #)	(\$)
SILT FENCE (HIGH FLOW)	\$ 1.70	LF.	1,606	\$ 2,731
SILT FENCE MAINTENANCE & REMOVAL	\$ 1.50	LF.	1,606	\$ 2,409
ROCK CHECK DAMS	\$ 699.00	EA.	0	\$ -
4' ROLL OF CURLEX WITH SEED	\$ 0.62	LF.	3,226	\$ 2,001
INLET PROTECTION	\$ 75.00	EA.	3	\$ 225
SALES TAX ON IMPROVEMENTS	8.25%	%	\$ 7,366	\$ 608
<b>TOTAL</b>				<b>\$ 7,974</b>

EXCAVATION	UNIT COST	UNIT	QTY	TOTAL
	(\$)	(-)	(± #)	(\$)
CLEARING & GRUBBING VEGETATION	\$ 2,000.00	AC.	2.1	\$ 4,120
CLEAR & GRIND TREES	\$ 16,000.00	LS.	1	\$ 16,000
CONSTRUCTION ENTRANCE	\$ 2,649.00	EA.	1	\$ 2,649
STREET & RIGHT-OF-WAY EXCAVATION	\$ 3.00	CY.	9,964	\$ 29,892
STREET MOISTURE CONDITIONING 5' DEEP	\$ 1.59	CY.	8,625	\$ 13,714
<b>TOTAL</b>				<b>\$ 66,375</b>

STORM SEWER	UNIT COST	UNIT	QTY	TOTAL
	(\$)	(-)	(± #)	(\$)
10' INLET	\$ 8,131.20	EA.	2	\$ 16,263
12' INLET	\$ 9,500.00	EA.	1	\$ 9,500
18" R.C.P.	\$ 67.74	LF.	153	\$ 10,365
21" R.C.P.	\$ 72.66	LF.	0	\$ -
24" R.C.P.	\$ 84.04	LF.	92	\$ 7,732
TESTING & T.V. INSPECTION	\$ 6.05	LF.	245	\$ 1,483
TRENCH SAFETY	\$ 0.31	LF.	245	\$ 76
MAINTENANCE BOND	1.5%	%	\$ 45,419	\$ 682
<b>TOTAL</b>				<b>\$ 46,101</b>

PAVING	UNIT COST	UNIT	QTY	TOTAL
	(\$)	(-)	(± #)	(\$)
9" REINF. CONCRETE STREET PAVEMENT	\$ 64.60	SY.	4,890	\$ 315,894
12" LIME TREATED SUBGRADE	\$ 3.55	SY.	5,721	\$ 20,310
HYDRATED LIME	\$ 319.00	TN.	103	\$ 32,857
3 MIL POLY 6' WIDE	\$ 1.65	LF.	3,240	\$ 5,346
CONNECT TO EXISTING	\$ 800.00	EA.	2	\$ 1,600
PAVEMENT MARKINGS	\$ 3.25	LF.	1,620	\$ 5,265
TRAFFIC SIGNS	\$ 695.00	EA.	4	\$ 2,780
TRAFFIC CONTROL DEVICES (SIGNS, BARRELS & BARRICADES)	\$ 3,500.00	LS.	1	\$ 3,500
MAINTENANCE BOND	1.5%	%	\$ 387,552	\$ 5,814
<b>TOTAL</b>				<b>\$ 393,366</b>

PROFESSIONAL FEES				TOTAL
	%		\$	(\$)
ENGINEERING & SURVEY	15.0%	%	\$ 513,816	\$ 77,073
GEOTECHNICAL & MATERIAL TESTING	5.0%	%	\$ 513,816	\$ 25,691
<b>TOTAL</b>				<b>102,764</b>



# **PROSPER TRAIL NORTH LANES - PROSPER MEADOW**

Prosper, Denton, Texas

Length: 1,554  
Prepared: 9/18

Total Acres: 1.6

## ***Opinion of Probable Cost Summary***

CATEGORY	By Category	Per LF
EROSION CONTROL	\$7,715	\$5
EXCAVATION	\$42,430	\$27
STORM SEWER	\$58,512	\$38
PAVING	\$351,577	\$226
CONSTRUCTION SUB-TOTALS	\$460,234	\$291
PROFESSIONAL FEES	\$92,048	\$59
OVERALL CONTINGENCY 15%	\$69,035	\$44
CATEGORY TOTALS	\$621,317	\$394

1) IT IS IMPORTANT TO NOTE THAT THIS REPORT IS LIMITED IN ACCURACY BECAUSE IT WAS PREPARED WITHOUT THE BENEFIT OF PERMITTED CONSTRUCTION DOCUMENTS AND/OR ENGINEERING REPORTS, THAT MAY BE REQUIRED FOR PERMITTING AND THAT MAY YIELD NEW INFORMATION WHICH COULD AFFECT THE FINAL DEVELOPMENT COST.

2) ALL INFRASTRUCTURE COST IDENTIFIED ABOVE ARE PREDICATED ON THE ASSUMPTIONS AND EXCLUSIONS IDENTIFIED IN THE DETAILED COST "BREAK-DOWN" OF PROBABLE COST BY TRACT.



EROSION CONTROL	UNIT COST	UNIT	QTY	TOTAL
	(\$)	(-)	(± #)	(\$)
SILT FENCE (HIGH FLOW)	\$ 1.70	LF.	1,554	\$ 2,642
SILT FENCE MAINTENANCE & REMOVAL	\$ 1.50	LF.	1,554	\$ 2,331
ROCK CHECK DAMS	\$ 699.00	EA.	0	\$ -
4' ROLL OF CURLEX WITH SEED	\$ 0.62	LF.	3,110	\$ 1,929
INLET PROTECTION	\$ 75.00	EA.	3	\$ 225
SALES TAX ON IMPROVEMENTS	8.25%	%	\$ 7,127	\$ 588
<b>TOTAL</b>				<b>\$ 7,715</b>

EXCAVATION	UNIT COST	UNIT	QTY	TOTAL
	(\$)	(-)	(± #)	(\$)
CLEARING & GRUBBING VEGETATION	\$ 2,000.00	AC.	1.6	\$ 3,200
CONSTRUCTION ENTRANCE	\$ 2,649.00	EA.	1	\$ 2,649
STREET & RIGHT-OF-WAY EXCAVATION	\$ 3.00	CY.	7,770	\$ 23,310
STREET MOISTURE CONDITIONING 5' DEEP	\$ 1.59	CY.	8,346	\$ 13,271
<b>TOTAL</b>				<b>\$ 42,430</b>

STORM SEWER	UNIT COST	UNIT	QTY	TOTAL
	(\$)	(-)	(± #)	(\$)
10' INLET	\$ 8,131.20	EA.	3	\$ 24,394
21" R.C.P.	\$ 72.66	LF.	173	\$ 12,571
42" R.C.P.	\$ 186.33	LF.	98	\$ 18,261
42" END & PLUG	\$ 695.78	EA.	1	\$ 696
TESTING & T.V. INSPECTION	\$ 6.05	LF.	271	\$ 1,640
TRENCH SAFETY	\$ 0.31	LF.	271	\$ 85
MAINTENANCE BOND	1.5%	%	\$ 57,647	\$ 865
<b>TOTAL</b>				<b>\$ 58,512</b>

PAVING	UNIT COST	UNIT	QTY	TOTAL
	(\$)	(-)	(± #)	(\$)
9" REINF. CONCRETE STREET PAVEMENT	\$ 64.60	SY.	4,317	\$ 278,857
12" LIME TREATED SUBGRADE	\$ 3.55	SY.	5,122	\$ 18,183
HYDRATED LIME	\$ 319.00	TN.	91	\$ 29,029
3 MIL POLY 6' WIDE	\$ 1.65	LF.	3,108	\$ 5,129
PAVEMENT HEADER & BARRICADE	\$ 2,070.00	EA.	2	\$ 4,140
CONNECT TO EXISTING	\$ 800.00	EA.	1	\$ 800
PAVEMENT MARKINGS	\$ 2.55	L.F.	1,554	\$ 3,963
TRAFFIC SIGNS	\$ 695.00	EA.	4	\$ 2,780
TRAFFIC CONTROL DEVICES (SIGNS, BARRELS & BARRICADES)	\$ 3,500.00	LS.	1	\$ 3,500
MAINTENANCE BOND	1.5%	%	\$ 346,381	\$ 5,196
<b>TOTAL</b>				<b>\$ 351,577</b>

PROFESSIONAL FEES				TOTAL
	%		\$	(\$)
ENGINEERING & SURVEY	15.0%	%	\$ 460,234	\$ 69,036
GEOTECHNICAL & MATERIAL TESTING	5.0%	%	\$ 460,234	\$ 23,012
<b>TOTAL</b>				<b>\$ 92,048</b>