

## **PARK DEDICATION AND PARK MAINTENANCE AGREEMENT**

**THIS PARK DEDICATION AND PARK MAINTENANCE AGREEMENT** ("Agreement") is made and entered into as of this 8th day of November, 2022 ("Effective Date"), by and between **Hunt Wandering Creek Land, LLC** ("Owner") and the **TOWN OF PROSPER, TEXAS**, a Texas home-rule municipality ("Town"), on the terms and conditions hereinafter set forth.

**WHEREAS**, Owner owns approximately 74.969 acres of land in the Town, as more particularly described in and depicted on Exhibit A, attached hereto and incorporated herein by reference (the "Property"); and

**WHEREAS**, Owner has obtained zoning approval from the Town and is developing the Property for residential purposes and wishes to dedicate to the Town 4.841 acres for park and recreation purposes ("Park Property"), which Park Property is more particularly described in and depicted on Exhibit B, attached hereto and incorporated by reference; and

**WHEREAS**, Owner has agreed to perpetually maintain the Park Property, to the extent referenced in this Agreement; and

**WHEREAS**, the Town and Owner agree that the Park Property benefits residents of Owner's development as well as residents of the Town, as a whole; and

**WHEREAS**, the Town and Owner hereby agree to the following terms and conditions relative to the Park Property.

**NOW, THEREFORE**, in consideration of the covenants and conditions contained in this Agreement, the Town and Owner agree as follows:

1. **Park Property Conveyance and Dedication.** Owner shall, at its sole cost and expense, dedicate and convey to Town the Park Property, by conveyance plat or separate instrument, as of the Effective Date of this Agreement. The Town shall receive fee simple title to the Park Property.

2. **Hike and Bike Trail.** As part of the development of the Property, the Owner may be required to construct a Hike and Bike Trail ("Trail") on the Park Property in accordance with the Town's Hike and Bike Trail Master Plan. If required, the location shall be as agreed to by the Owner and the Town. The Town will credit the Owner Park Improvement Fees owed by the Property for the construction in accordance with the Town's Trail Standards, which shall be five inches (5") thick, poured with 3500 PSI at 28 days concrete, #4 rebar spaced at 16" O.C. both ways, expansion joints every forty feet (40') (or every 4 panels) with dowels at 18" O.C. and sealed with a urethane sealant to be flush with the concrete surface. The Trail shall have a medium broom finish and shall not exceed 5% longitudinal slope or a 2% cross slope. Town hereby grants to the Owner a temporary construction easement over and across the Property during the construction of the Trail on the Park Property.

3. **Trail Maintenance Obligations of the Town.** The Town agrees to maintain the hard surface of the Trail on the Park Property at its expense, utilizing Town employees or if the Town determines that it is in the best interests of Town, the Town may utilize third party contractors to perform all or a portion of its Trail maintenance obligations. Owner further grants to the Town an access easement over such portion of the Property as necessary so the Town may fulfill its maintenance obligations under this Agreement, but not over individual single family platted lots.

4. **Owner's Park Property Maintenance Obligations.** Except to the extent referenced in Paragraph 3, above, Owner shall be responsible in perpetuity for all maintenance, repairs, upkeep, renovation, and replacement costs and expenses of the Park Property together with any active and passive amenity improvements thereto. The obligation to perform maintenance obligations referenced herein may be assigned by Owner to any homeowners association created for or on behalf of Owner's residential development on the Property.

5. **Town Approval of Amenities.** Owner agrees that the Town shall approve the installation or construction of any active and/or passive amenity improvements on the Park Property by Owner prior to such installation or construction of same. Any such amenity improvements so installed and/or constructed on the Park Property shall be consistent with any applicable Town standards, guidelines and specifications for such amenity improvements.

6. **Covenant Running with Land.** Subject to assignment in Section 22, the obligations set forth in this Agreement and the covenants, rights, privileges, benefits, duties, liabilities and encumbrances created by this Agreement shall run with the land, shall burden the Property, and shall be binding upon Owner and the Town, as applicable, and their respective successors, assignees, and grantees but not individual Homeowners. In addition, the Parties shall cause this Agreement to be filed in the Real Property Records of Collin County, Texas.

7. **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 or refusal at the address of the addressee. For purposes of notice, the addresses of the Parties shall be as follows:

If to the Town:	Town of Prosper Attention: Town Manager P. O. Box 307 Prosper, Texas 75078
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If to Owner: Toll Bros., Inc.  
2555 S W Grapevine Parkway  
Grapevine, Texas 76051  
Attention: Robert G. Paul, Division President

8. **Captions and Headings.** The captions and headings of any section of this Agreement are for convenience and reference only and shall not affect, modify or amplify the provisions of this Agreement, nor shall they be employed to interpret or aid in the construction of this Agreement.

9. **Application of Texas Laws and 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. Venue for any action arising under this Agreement shall lie in Collin County, Texas.

10. **Prevailing Party in Event of Legal Action.** In the event any 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 attorneys' fees (including its reasonable costs and attorneys' fees of any appeal) from the unsuccessful Party or Parties.

11. **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. 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. **Invalidation and 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.

13. **Electronic Copy.** An electronic copy of a duly executed counterpart of this Agreement shall be sufficient to evidence the binding agreement of each Party to the terms herein.

14. **Mayor Authorized to Execute.** The Town represents and warrants that the Mayor of the Town of Prosper is authorized to execute this Agreement on behalf of the Town.

15. **Binding Obligation.** This Agreement shall become a binding obligation on the signatories upon execution by all signatories hereto. The Town and Owner each warrant and represents to the other Party that the individual executing this Agreement on behalf of such warranting Party has full authority to execute this Agreement and bind such warranting Party to the same.

16. **Mediation.** In the event of any disagreement or conflict concerning the interpretation of this Agreement that cannot be resolved by the Parties hereto, the Parties agree to submit such disagreement to non-binding mediation, whether or not an action or proceeding has been commenced.

17. **No Joint Venture.** It is acknowledged and agreed by the Parties that the terms hereof are not intended to and shall not be deemed to create a partnership or joint venture among the parties.

18. **Amendment.** This Agreement may only be amended by a written agreement executed by the Parties.

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

20. **Counterparts.** This Agreement may be executed in counterparts, each of which shall be deemed an original instrument, but all of the counterparts shall constitute one and the same instrument.

21. **Exhibits.** All exhibits to this Agreement are incorporated herein by reference for all purposes wherever reference is made to the same.

22. **Assignment.** This Agreement may not be assigned by Owner, in whole or in part, without the prior written consent of the Town. Notwithstanding anything to the contrary, without the consent of the Town, Owner may assign its right, title, and interest in and to this Agreement to a homeowners association created for the residential development on the Property, in accordance with those requirements referenced in applicable Town ordinances for such homeowners association.

23. **Default.** If Owner fails to comply with the provisions of this Agreement and does not cure such failure following the expiration of thirty (30) days from the date the Town provides Owner with notice of such failure<sup>7</sup>, the Town shall have any remedy at law, including specific performance, in addition to any other rights and remedies.

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

25. **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.

26. **Conveyances.** All conveyances required herein shall be made in a form acceptable to Town and free and clear of any and all liens and encumbrances.

27. **Waiver.** Waiver by either party of any breach of this Agreement, or the failure of either party to enforce any of the provisions of this Agreement, at any time, shall not in any way affect, limit or waive such party's right thereafter to enforce and compel strict compliance.

**IN WITNESS WHEREOF**, the parties have executed this Agreement and caused this Agreement to be effective on the latest date as reflected by the signatures below.

**THE TOWN OF PROSPER, TEXAS**

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

Name: Ron K. Patterson

Title: Interim Town Manager, Town of Prosper

**STATE OF TEXAS            )**

**)**

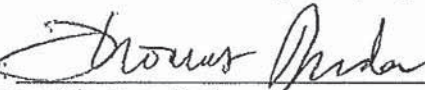
**COUNTY OF COLLIN        )**

This instrument was acknowledged before me on the \_\_\_\_ day of \_\_\_\_\_, 2022, by Ron K. Patterson, Interim Town Manager of the Town of Prosper, Texas, on behalf of the Town of Prosper.

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

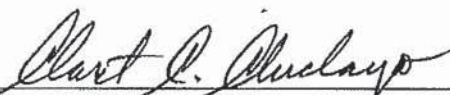
OWNER:

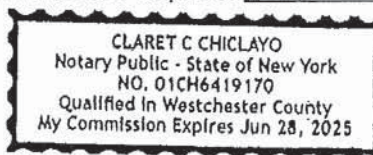
Hunt Wandering Creek Land, LLC  
a Delaware limited liability company

By:   
Name: Thomas Duda  
Title: Senior Managing Director

STATE OF New York,  
COUNTY OF New York

This instrument was acknowledged before me on the \_\_\_\_ day of September, 2022, by Thomas Duda in his capacity as Senior Managing Director of Hunt Wandering Creek Land, LLC, a Delaware limited liability company, 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 Owner.

  
Notary Public, State of New York  
My Commission Expires: \_\_\_\_\_

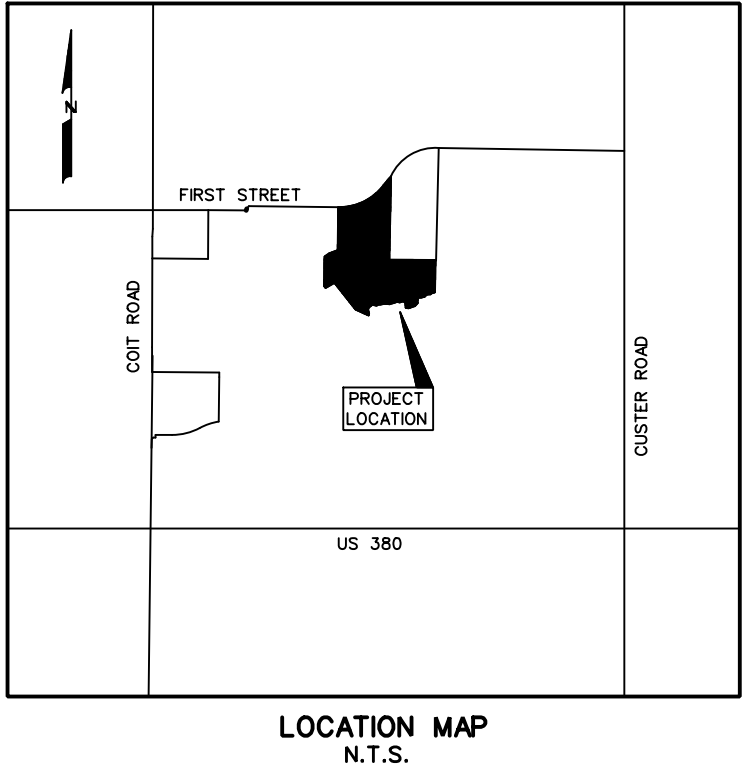
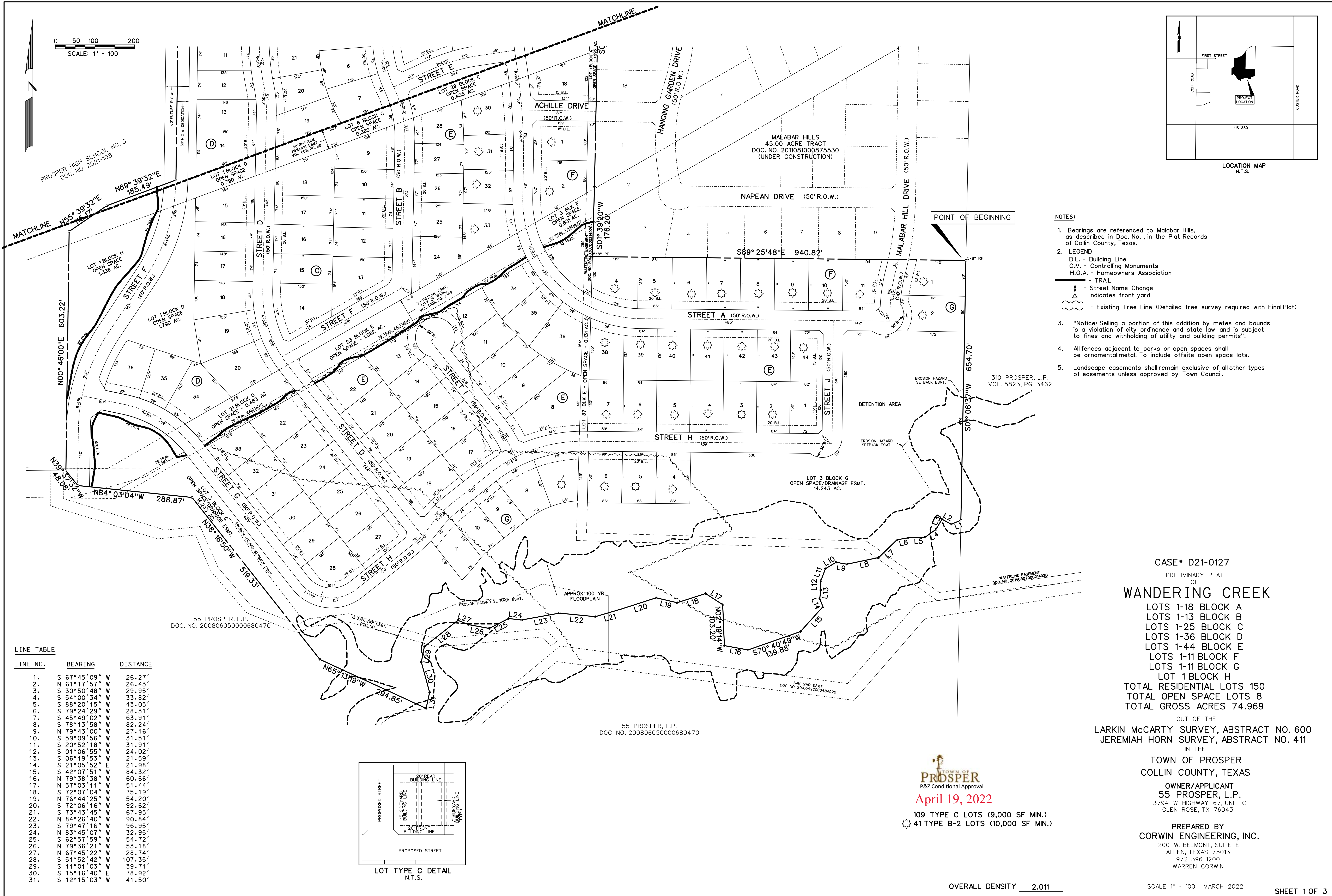


**EXHIBIT A**

**(Property Description)**

**NEXT 3 PAGES**





- NOTES:
- Bearings are referenced to Malabar Hills, as described in Doc. No. , in the Plat Records of Collin County, Texas.
  - LEGEND  
B.L. - Building Line  
C.M. - Controlling Monuments  
H.O.A. - Homeowners Association  
- TRAIL  
- Street Name Change  
- Indicates front yard  
- Existing Tree Line (Detailed tree survey required with Final Plat)
  - "Notice: Selling a portion of this addition by metes and bounds is a violation of city ordinance and state law and is subject to fines and withholding of utility and building permits".
  - All fences adjacent to parks or open spaces shall be ornamental metal. To include offsite open space lots.
  - Landscape easements shall remain exclusive of all other types of easements unless approved by Town Council.

CASE# D21-0127  
PRELIMINARY PLAT  
OF  
**WANDERING CREEK**

LOTS 1-18 BLOCK A  
LOTS 1-13 BLOCK B  
LOTS 1-25 BLOCK C  
LOTS 1-36 BLOCK D  
LOTS 1-44 BLOCK E  
LOTS 1-11 BLOCK F  
LOTS 1-11 BLOCK G  
LOT 1 BLOCK H  
TOTAL RESIDENTIAL LOTS 150  
TOTAL OPEN SPACE LOTS 8  
TOTAL GROSS ACRES 74.969

OUT OF THE  
LARKIN McCARTY SURVEY, ABSTRACT NO. 600  
JEREMIAH HORN SURVEY, ABSTRACT NO. 411

IN THE  
TOWN OF PROSPER  
COLLIN COUNTY, TEXAS

OWNER/APPLICANT  
55 PROSPER, L.P.  
3794 W. HIGHWAY 67, UNIT C  
GLEN ROSE, TX 76043

PREPARED BY  
CORWIN ENGINEERING, INC.  
200 W. BELMONT, SUITE E  
ALLEN, TEXAS 75013  
972-396-1200  
WARREN CORWIN

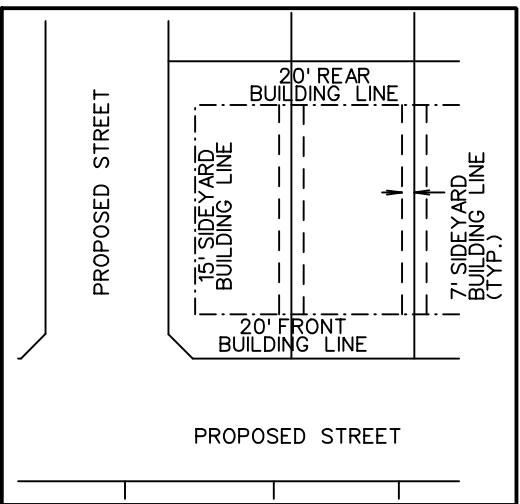


P&Z Conditional Approval

April 19, 2022

109 TYPE C LOTS (9,000 SF MIN.)  
41 TYPE B-2 LOTS (10,000 SF MIN.)

LINE TABLE		
LINE NO.	BEARING	DISTANCE
1.	S 67°45'09" W	26.27'
2.	N 61°17'57" W	26.43'
3.	S 30°50'48" W	29.95'
4.	S 54°00'34" W	33.82'
5.	S 88°20'15" W	43.05'
6.	S 79°24'29" W	28.31'
7.	S 45°49'02" W	63.91'
8.	S 78°13'58" W	82.24'
9.	N 79°43'00" W	27.16'
10.	S 59°09'56" W	31.51'
11.	N 20°52'18" W	31.91'
12.	S 01°06'55" W	24.02'
13.	S 06°19'53" W	21.59'
14.	S 21°05'52" E	21.98'
15.	S 42°07'51" W	84.32'
16.	N 79°38'38" W	60.66'
17.	N 57°03'11" W	51.44'
18.	S 72°07'04" W	75.19'
19.	N 76°44'25" W	54.20'
20.	S 72°06'16" W	92.62'
21.	S 73°43'45" W	67.95'
22.	N 84°26'40" W	90.84'
23.	S 79°47'16" W	96.95'
24.	N 83°45'07" W	32.95'
25.	S 62°57'59" W	54.72'
26.	N 79°36'21" W	53.18'
27.	N 67°45'22" W	28.74'
28.	S 51°52'42" W	107.35'
29.	S 11°01'03" W	39.71'
30.	S 15°16'40" E	78.92'
31.	S 12°15'03" W	41.50'



OVERALL DENSITY 2.011

SCALE 1" = 100' MARCH 2022



\* Indicates open space lot



CASE# D21-0127

PRELIMINARY PLAT  
OF

LOTS 1-18 BLOCK A  
LOTS 1-13 BLOCK B  
LOTS 1-25 BLOCK C  
LOTS 1-36 BLOCK D  
LOTS 1-44 BLOCK E  
LOTS 1-11 BLOCK F  
LOTS 1-11 BLOCK G  
LOT 1 BLOCK H

TOTAL RESIDENTIAL LOTS 150  
TOTAL OPEN SPACE LOTS 8  
TOTAL GROSS ACRES 74.969

OUT OF THE

LARKIN McCARTY SURVEY, ABSTRACT NO. 600  
JEREMIAH HORN SURVEY, ABSTRACT NO. 411

TOWN OF PROSPER  
COLLIN COUNTY, TEXAS

OWNER/APPLICANT

55 PROSPER, L.P.  
3794 W. HIGHWAY 67, UNIT C  
GLEN ROSE, TX 76043

PREPARED BY  
CORWIN ENGINEERING, INC.

200 W. BELMONT, SUITE 1  
ALLEN, TEXAS 75013  
972-396-1200  
WARREN CORWIN



LEGAL DESCRIPTION

BEING, a tract of land situated in the Larkin McCarty Survey, Abstract Number 600, in the Town of Prosper, Collin County, Texas, being part of a tract of land in Deed to 55 Prosper, L.P., as described in Doc. No. 200806050000680470, in the Deed Records of Collin County, Texas, and being more particularly described as follows:

BEGINNING, at a 5/8 inch iron rod found at the southeast corner of a 45,000 acre tract, as described in Doc. No. 201081000875530, in said Deed Records and being in the west line of said 310 Prosper tract:

THENCE, South 01°06'37" West, along the west line of said 310 Prosper tract, for a distance of 654.70 feet, point the center of a creek:

THENCE, along said creek for the following thirty three (33) calls:

South 67°45'09" West, for a distance of 26.27 feet;  
North 61°17'57" West, for a distance of 26.43 feet;  
South 30°50'48" West, for a distance of 29.95 feet;  
South 54°00'34" West, for a distance of 33.65 feet;  
South 88°20'15" West, for a distance of 43.05 feet;  
South 79°24'29" West, for a distance of 28.31 feet;  
South 45°49'02" West, for a distance of 63.91 feet;  
South 78°43'00" West, for a distance of 92.24 feet;  
North 79°43'00" West, for a distance of 27.16 feet;  
South 59°09'56" West, for a distance of 31.51 feet;  
South 20°52'18" West, for a distance of 24.02 feet;  
South 01°06'55" West, for a distance of 21.59 feet;  
South 06°19'53" West, for a distance of 21.98 feet;  
South 21°05'52" East, for a distance of 84.32 feet;  
South 70°40'49" West, for a distance of 139.88 feet;  
North 79°38'38" West, for a distance of 60.66 feet;  
North 02°19'14" West, for a distance of 103.20 feet;  
North 57°03'11" West, for a distance of 51.44 feet;  
South 72°07'04" West, for a distance of 75.19 feet;  
North 76°44'25" West, for a distance of 54.20 feet;  
South 72°06'16" West, for a distance of 92.62 feet;  
South 73°43'45" West, for a distance of 67.95 feet;  
North 84°28'40" West, for a distance of 90.84 feet;  
South 79°47'16" West, for a distance of 86.95 feet;  
North 83°45'07" West, for a distance of 32.95 feet;  
South 62°57'59" West, for a distance of 54.72 feet;  
North 79°36'21" West, for a distance of 53.18 feet;  
North 67°45'22" West, for a distance of 28.74 feet;  
South 51°52'42" West, for a distance of 107.35 feet;  
South 11°01'03" West, for a distance of 38.71 feet;  
South 15°16'40" East, for a distance of 78.92 feet;  
South 12°15'03" West, for a distance of 41.50 feet;

THENCE, North 65°13'19" West, departing said creek, for a distance of 294.85 feet, to a 1/2 inch iron rod set with a yellow cap stamped "Corwin Eng. Inc.":

THENCE, North 38°16'50" West, for a distance of 519.33 feet, to a 1/2 inch iron rod set with a yellow cap stamped "Corwin Eng. Inc.":

THENCE, South 84°03'04" West, for a distance of 288.87 feet, to a 1/2 inch iron rod set with a yellow cap stamped "Corwin Eng. Inc.":

THENCE, North 39°37'32" West, for a distance of 48.08 feet, to a 1/2 inch iron rod set with a yellow cap stamped "Corwin Eng. Inc.":

THENCE, North 00°46'00" East, for a distance of 603.22 feet, to a 1/2 inch iron rod set with a yellow cap stamped "Corwin Eng. Inc.":

THENCE, North 55°39'32" East, for a distance of 115.17 feet, to a 1/2 inch iron rod set with a yellow cap stamped "Corwin Eng. Inc.":

THENCE, North 69°39'32" East, for a distance of 185.49 feet, to a 1/2 inch iron rod set with a yellow cap stamped "Corwin Eng. Inc.", in the south line of First Street (80' R.O.W.), and being on a curve to the left, having a radius of 1145.00 feet, central angle of 53°12'03":

THENCE, along the south line of said First Street and with said curve to the left for an arc distance of 1063.17 feet (Chord Bearing North 64°07'42" East 1025.38 feet), to a 1/2 inch iron rod set with a yellow cap stamped "Corwin Eng. Inc.", at the point of tangency:

THENCE, North 37°31'40" East, continuing along said south line, for a distance of 100.34 feet, to a 1/2 inch iron rod set with a yellow cap stamped "Corwin Eng. Inc.", at the point of curvature of a curve to the right, for an arc distance of 1055.00 feet, a central angle of 07°11'42":

THENCE, continuing along said south line and with said curve to the right for an arc distance of 132.48 feet (Chord Bearing North 41°07'31" East 132.29 feet), to a 1/2 inch iron rod set with a yellow cap stamped "Corwin Eng. Inc.", in the west line of said 45,000 acre tract:

THENCE, South 00°56'32" West, departing said south line and along the west line of said 45,000 acre tract, for a distance of 629.18 feet, to a 1/2 inch iron rod found:

THENCE, South 01°10'42" West, continuing along said west line, for a distance of 889.76 feet, to a 1/2 inch iron rod found:

THENCE, South 01°39'20" West, continuing along said west line, for a distance of 176.20 feet, to a 5/8 inch iron rod found at the southwest corner of said 45,000 acre tract:

THENCE, South 89°25'48" East, along the south line of said 45,000 acre tract, for a distance of 940.82 feet, to the POINT OF BEGINNING and containing 74.969 acres of land.

SURVEYOR'S CERTIFICATE

KNOW ALL MEN BY THESE PRESENTS that I, WARREN L. CORWIN, do hereby certify that I prepared this Plat and the field notes made a part thereof from an actual and accurate survey of the land and that the corner monuments shown thereon were properly placed under my personal supervision, in accordance with the Subdivision regulations of the Town of Prosper, Texas.

WARREN L. CORWIN  
R.P.L.S. No. 4621

THE STATE OF TEXAS §  
COUNTY OF COLLIN §

Before me, the undersigned, a Notary Public in and for the State of Texas, on this day personally appeared WARREN L. CORWIN, known to me to be the person and officer whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed same for the purpose and consideration therein expressed and in the capacity therein stated.

Given under my hand and seal of office, this \_\_\_\_ day of \_\_\_\_\_, 2022.

NOTARY PUBLIC, STATE OF TEXAS

STATE OF TEXAS §  
COUNTY OF COLLIN §

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS: THAT, 55 PROSPER, L.P., acting herein by and through its duly authorized officers, does hereby certify and adopt this plat designating the herein above described property as WANDERING CREEK, an addition to the Town of Prosper, and does hereby dedicate to the public use forever, the streets and alleys shown thereon. The 55 PROSPER, L.P., INC. does herein certify the following:

- The streets and alleys are dedicated for street and alley purposes.
- All public improvements and dedications shall be free and clear of all debt, liens, and/or encumbrances.
- The easements and public use areas, as shown, are dedicated for the public use forever for the purposes indicated on this plat.
- No buildings, fences, trees, shrubs or other improvements or growths shall be constructed or placed upon, over or across the easements as shown, except that landscape improvements may be placed in landscape easements if approved by the Town of Prosper.
- The Town of Prosper is not responsible for replacing any improvements in, under, or over any easements caused by maintenance or repair.
- Utility easements may also be used for the mutual use and accommodation of all public utilities desiring to use or using the same unless the easement limits the use to particular utilities, said use by public utilities being subordinate to the public's and Town of Prosper's use thereof.
- The Town of Prosper and public utilities shall have the right to remove and keep removed all or parts of any buildings, fences, trees, shrubs or other improvements or growths which may in any way endanger or interfere with the construction, maintenance, or efficiency of their respective systems in the easements.
- The Town of Prosper and public utilities shall at all times have the full right of ingress and egress to or from their respective easements for the purpose of constructing, reconstructing, inspecting, patrolling, maintaining, reading meters, and adding to or removing all or parts of their respective systems without the necessity at any time procuring permission from anyone.
- All modifications to this document shall be by means of plat and approved by the Town of Prosper.

DRAINAGE AND DETENTION EASEMENT

This plat is hereby adopted by the Owners and approved by the Town of Prosper (Called "Town") subject to the following conditions which shall be binding upon the Owners, their heirs, grantees, successors and assigns: The Portion of Block H, as shown on the plat is called "Drainage and Detention Easement". The Drainage and Detention Easement within the limits of this addition, will remain open at all times and will be maintained in a safe and sanitary condition by the owners of the lot or lots that are traversed by or adjacent to the Drainage and Detention Easement. The Town will not be responsible for the maintenance and operation of said Easement or for any damage to private property or person that results from conditions in the Easement, or for the control of erosion. No obstructions to the natural flow or storm water run-off shall be permitted by construction of any type of building, fence or any other structure within the Drainage and Detention Easement, as herein above defined, unless approved by the Town Engineer. Provided, however, it is understood that in the event it becomes necessary for the Town to erect or consider erecting any type of drainage structure in order to improve the storm drainage that may be occasioned by drainage in or adjacent to the subdivision, then in such event, the Town shall have the right to enter upon the Drainage and Detention Easement at any point, or points, to investigate, survey or to erect, construct and maintain any drainage facility deemed necessary for drainage purposes. Each property owner shall keep the Drainage and Detention Easement clean and free of debris, silt, and any substance which would result in unsanitary conditions or obstruct the flow of water, and the Town shall have the right of ingress and egress for the purpose of inspection and supervision of maintenance work by the property owner to alleviate any undesirable conditions which may occur. The natural drainage through the Drainage and Detention Easement is subject to storm water overflow and natural bank erosion to an extent which cannot be definitely defined. The Town shall not be held liable for any such damages of any nature resulting from the occurrence of these natural phenomena, or resulting from the failure of any structure or structures, within the Easement.

LANDSCAPE EASEMENT

The undersigned covenants and agrees that the landscape easement and restrictions herein set forth shall run with the land and be binding on the owner(s) of the property in this subdivision, their successors and assigns, and all parties claiming by, through and under them. In the event a replat is requested on all or part of this property, the Town may require any similar or additional restrictions at its sole discretion. The sole responsibility for maintenance and replacement of landscape materials thereof shall be borne by any "homeowners" association hereafter established for the owners of lots in this subdivision and/or the owners of the individual lots within this subdivision. Such maintenance and replacement shall be in conformance with the requirements, standards, and specifications of the Town of Prosper, as presently in effect or as may be hereafter amended. This provision may be enforced by specific performance or by any other remedy allowed by law. This Landscape Easement shall be void of utilities and drainage and other elements unless otherwise approved on the plat.

This plat approved subject to all plotting ordinances, rules, regulations and resolutions of the Town of Prosper, Texas.

WITNESS, my hand, this the \_\_\_\_\_ day of \_\_\_\_\_, 2022.  
BY:

55 PROSPER, L.P.

Bruce Smith

STATE OF TEXAS  
COUNTY OF COLLIN

BEFORE ME, the undersigned, a Notary Public in and for The State of Texas, on this day personally appeared BRUCE SMITH known to me to be the person and officer whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and considerations therein expressed and in the capacity therein stated.  
GIVEN UNDER MY HAND AND SEAL OF OFFICE this the \_\_\_\_ day of \_\_\_\_\_, 2022.

Notary Public, State of Texas

CERTIFICATE OF APPROVAL

Approved this \_\_\_\_ day of \_\_\_\_\_, 2022 by the Planning & Zoning Commission of the Town of Prosper, Texas.

\_\_\_\_ Town Secretary  
\_\_\_\_ Engineering Department  
\_\_\_\_ Planning Department



April 19, 2022

CASE# D21-0127

PRELIMINARY PLAT  
OF

WANDERING CREEK

LOTS 1-24 BLOCK A  
LOTS 1-15 BLOCK B  
LOTS 1-17 BLOCK C  
LOTS 1-17 BLOCK D  
LOTS 1-9 BLOCK E  
LOTS 1-9 BLOCK F  
LOTS 1-5 BLOCK G  
LOTS 1-56 BLOCK H  
LOTS 1-12 BLOCK I  
LOTS 1-11 BLOCK J

TOTAL RESIDENTIAL LOTS 164  
TOTAL OPEN SPACE LOTS 11  
TOTAL GROSS ACRES 74.562

OUT OF THE

LARKIN McCARTY SURVEY, ABSTRACT NO. 600  
JEREMIAH HORN SURVEY, ABSTRACT NO. 411

IN THE

TOWN OF PROSPER  
COLLIN COUNTY, TEXAS

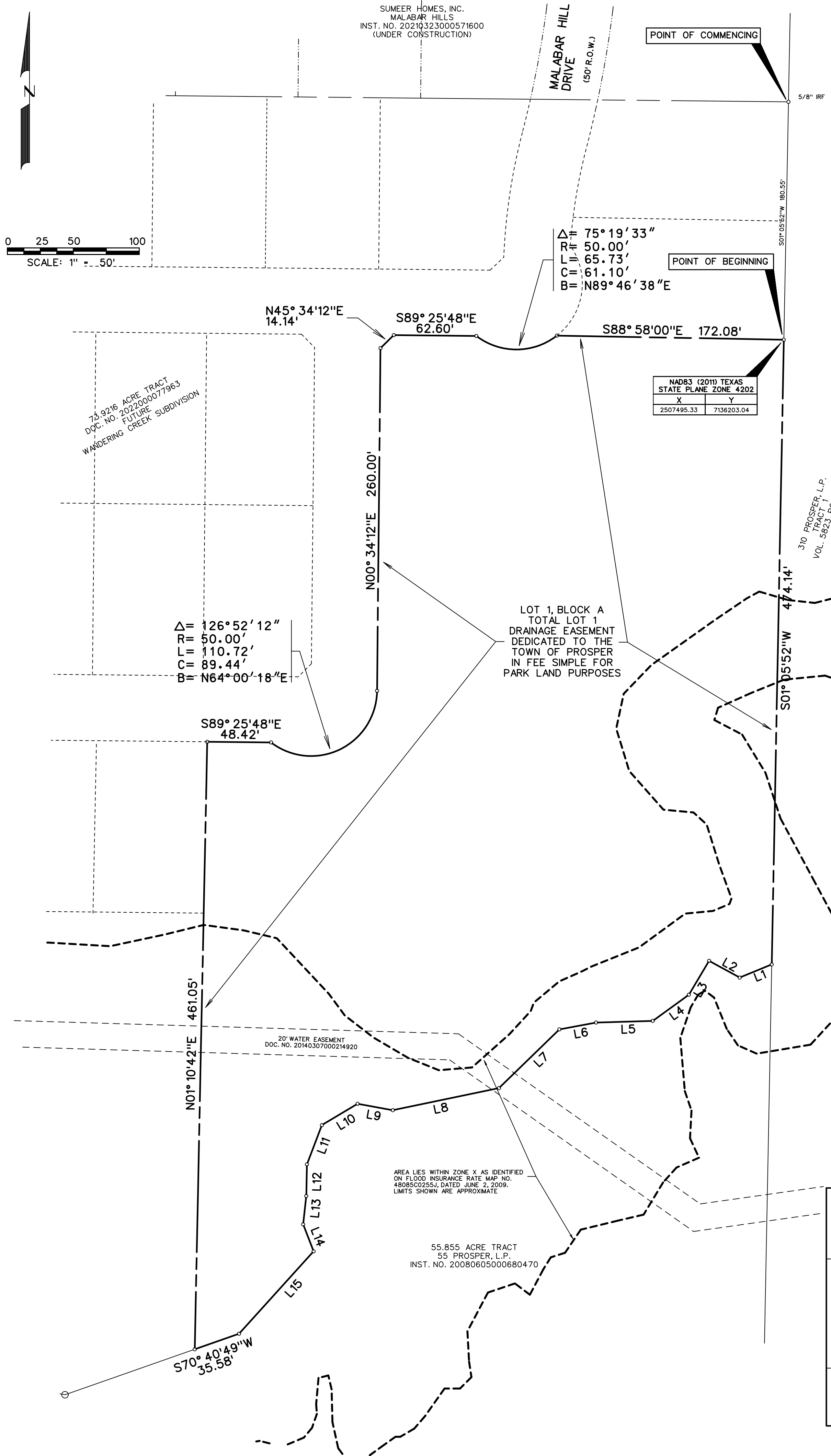
OWNER/APPLICANT  
55 PROSPER, L.P.  
3794 W. HIGHWAY 67, UNIT C  
GLEN ROSE, TX 76043

PREPARED BY  
CORWIN ENGINEERING, INC.  
200 W. BELMONT, SUITE E  
ALLEN, TEXAS 75013  
972-396-1200  
WARREN CORWIN

**EXHIBIT B**

**(Park Property Description)**

**NEXT 1 PAGE**



LEGAL DESCRIPTION

BEING, a tract of land situated in the Jeremiah Horn Survey, Abstract Number 411, in the Town of Prosper, Collin County, Texas, being all of 73.9216 acre tract, as described in Doc. No. 2022000077963 in the Deed Records of Collin County, Texas, and being more particularly described as follows:

COMMENCING, at a 5/8 inch iron rod found at the southwest corner of a 45.00 acre tract, as described in Doc. No. 20210323000571600 in said Deed Records and being the northeast corner of said 73.9216 acre tract, same being in the west line of a tract of land in deed to 310 Prosper, L.P., as described in in Vol. 5823, Pg 3462 in said Deed Records;

THENCE, South 01° 05' 52" West, along the east line of said 73.9216 acre tract and with the west line of said 310 Prosper, L.P., for a distance of 180.55 feet, to the POINT OF BEGINNING;

THENCE, South 01° 05' 52" West, continuing along said east and west lines, for a distance of 474.14 feet, to a point in the center of a creek;

THENCE, along the south line of said 73.9216 acre tract and along the centerline of said creek for the following sixteen (16) calls:  
South 67° 45' 09" West, for a distance of 26.27 feet;  
North 61° 17' 57" West, for a distance of 26.43 feet;  
South 30° 50' 48" West, for a distance of 29.95 feet;  
South 54° 00' 34" West, for a distance of 33.82 feet;  
South 88° 20' 55" West, for a distance of 43.05 feet;  
South 79° 24' 29" West, for a distance of 28.31 feet;  
South 45° 49' 02" West, for a distance of 63.91 feet;  
South 78° 13' 58" West, for a distance of 82.24 feet;  
North 79° 43' 00" West, for a distance of 27.16 feet;  
South 59° 06' 56" West, for a distance of 31.51 feet;  
South 20° 52' 18" West, for a distance of 31.91 feet;  
South 01° 06' 55" West, for a distance of 24.02 feet;  
South 08° 19' 53" West, for a distance of 21.59 feet;  
South 21° 05' 52" East, for a distance of 21.98 feet;  
South 42° 07' 51" West, for a distance of 84.32 feet;  
South 70° 40' 49" West, for a distance of 35.58 feet;

THENCE, North 01° 10' 42" East, departing said creek and said south line, for a distance of 461.05 feet, to a 1/2 inch iron rod set with a yellow cap stamped "Corwin Eng. Inc.";

THENCE, South 89° 25' 48" East, for a distance of 48.42 feet, to a 1/2 inch iron rod set with a yellow cap stamped "Corwin Eng. Inc.", on a curve to the left, having a radius of 50.00 feet, a central angle of 126° 52' 12";

THENCE, along said curve to the left for an arc distance of 110.72 feet (Chord Bearing North 64° 00' 18" East 89.44 feet), to a 1/2 inch iron rod set with a yellow cap stamped "Corwin Eng. Inc.", at the point of tangency;

THENCE, North 00° 34' 12" East, for a distance of 260.00 feet, to a 1/2 inch iron rod set with a yellow cap stamped "Corwin Eng. Inc.";

THENCE, North 45° 34' 12" East, for a distance of 14.14 feet, to a 1/2 inch iron rod set with a yellow cap stamped "Corwin Eng. Inc.";

THENCE, South 89° 25' 48" East, for a distance of 62.60 feet, to a 1/2 inch iron rod set with a yellow cap stamped "Corwin Eng. Inc.", on a non-tangent curve to the left, having a radius of 50.00 feet, a central angle of 75° 19' 33";

THENCE, along said curve to the left for an arc distance of 65.73 feet (Chord Bearing North 89° 46' 38" East 61.10 feet), to a 1/2 inch iron rod set with a yellow cap stamped "Corwin Eng. Inc.";

THENCE, South 88° 58' 00" East, for a distance of 172.08 feet, to the POINT OF BEGINNING and containing 4.841 acres of land.

SURVEYOR'S CERTIFICATE

KNOW ALL MEN BY THESE PRESENTS that I, WARREN L. CORWIN, do hereby certify that I prepared this Plat and the field notes made a part thereof from an actual and accurate survey of the land and that the corner monuments shown thereon were properly placed under my personal supervision, in accordance with the Subdivision regulations of the Town of Prosper, Texas.

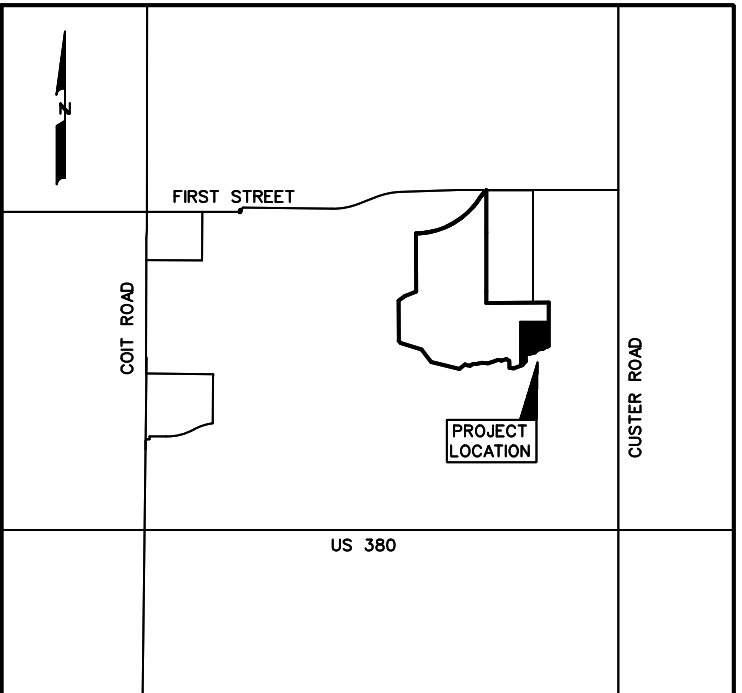
WARREN L. CORWIN  
R.P.L.S. No. 4621

THE STATE OF TEXAS §  
COUNTY OF COLLIN §

Before me, the undersigned, a Notary Public in and for the State of Texas, on this day personally appeared WARREN L. CORWIN, known to me to be the person and officer whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed same for the purpose and consideration therein expressed and in the capacity therein stated.

Given under my hand and seal of office, this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

NOTARY PUBLIC, STATE OF TEXAS



VICINITY MAP  
N.T.S.

NOTICE:

A conveyance plat is a record of property approved by the Town of Prosper, Texas, for the purpose of sale or conveyance in its entirety or interest thereon defined. No building permit shall be issued nor public utility service provided until a Final Plat is approved and public improvements approved in accordance with the provisions of the Subdivision Ordinance of the Town of Prosper.

STATE OF TEXAS §  
COUNTY OF COLLIN §

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS: THAT, HUNT WANDERING CREEK LAND, LLC., acting herein by and through its duly authorized officers, does hereby certify and adopt this plat designating the herein above described property as WANDERING CREEK, an addition to the Town of Prosper, and does hereby dedicate to the public use forever, the streets and alleys shown thereon. The HUNT WANDERING CREEK LAND, LLC. does herein certify the following:

- The streets and alleys are dedicated for street and alley purposes.
- All public improvements and dedications shall be free and clear of all debt, liens, and/or encumbrances.
- The easements and public use areas, as shown, are dedicated for the public use forever for the purposes indicated on this plat.
- No buildings, fences, trees, shrubs or other improvements or growths shall be constructed or placed upon, over or across the easements if approved by the Town of Prosper.
- The Town of Prosper is not responsible for replacing any improvements in, under, or over any easements caused by maintenance or repair.
- Utility easements may also be used for the mutual use and accommodation of all public utilities desiring to use or using the same unless the purpose of constructing, reconstructing, inspecting, patrolling, maintaining, reading or other improvements or growths which may in any way endanger or interfere with the use of particular utilities, said use by public utilities being easements as shown, except that landscape improvements may be placed in landscape subordinate to the public's and Town of Prosper's use thereof.
- The Town of Prosper and public utilities shall have the right to remove and keep removed all or parts of any buildings, fences, trees, shrubs with the construction, maintenance, or efficiency of their respective systems in the easements.
- The Town of Prosper and public utilities shall at all times have the full right of ingress and egress to or from their respective easements for the meters, and adding to or removing all or parts of their respective systems without the necessity at any time procuring permission from anyone.
- All modifications to this document shall be by means of plat and approved by the Town of Prosper.

This plat approved subject to all platting ordinances, rules, regulations and resolutions of the Town of Prosper, Texas.

WITNESS, my hand, this the \_\_\_\_\_ day of \_\_\_\_\_, 2022.

HUNT WANDERING CREEK LAND, LLC.

STATE OF TEXAS  
COUNTY OF COLLIN

BEFORE ME, the undersigned, a Notary Public in and for The State of Texas, on this day personally appeared \_\_\_\_\_, known to me to be the person and officer whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and considerations therein expressed and in the capacity therein stated. GIVEN UNDER MY HAND AND SEAL OF OFFICE this the \_\_\_\_\_ day of \_\_\_\_\_, 2022.

Notary Public, State of Texas

CERTIFICATE OF APPROVAL

Approved this \_\_\_\_\_ day of \_\_\_\_\_, 2022 by the Planning & Zoning Commission of the Town of Prosper, Texas.

\_\_\_\_\_  
Town Secretary  
\_\_\_\_\_  
Engineering Department  
\_\_\_\_\_  
Planning Department

CASE\* D22-0082  
CONVEYANCE PLAT  
OF  
WANDERING CREEK  
LOT 1, BLOCK A  
TOTAL LOT 1  
TOTAL ACRES 4.841  
OUT OF THE  
JEREMIAH HORN SURVEY, ABSTRACT NO. 411  
IN THE  
TOWN OF PROSPER  
COLLIN COUNTY, TEXAS  
OWNER/APPLICANT  
HUNT WANDERING CREEK LAND, LLC.  
1330 AVENUE OF THE AMERICAS, 28TH FLOOR  
NEW YORK, NY 10019  
817-329-7973  
PREPARED BY  
CORWIN ENGINEERING, INC.  
200 W. BELMONT, SUITE E  
ALLEN, TEXAS 75013  
972-396-1200  
WARREN CORWIN