

PARK DEDICATION AND PARK MAINTENANCE AGREEMENT

THIS PARK DEDICATION AND PARK MAINTENANCE AGREEMENT ("Agreement") is made and entered into as of this ____ day of _____, 2022 ("Effective Date"), by and between **PR LADERA, 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 63.3 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 5.172 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.** The Owner shall construct a Hike and Bike Trail ("Trail") on the Park Property and the Trail shall be constructed according to the Town's Trail Standards. It is anticipated that any Trail constructed by the Owner on the Park Property shall be five inches (5") thick, poured with 3500 PSI at 28 days concrete. The Trail shall have #4 rebar spaced at 16" O.C. both ways. The expansion joints shall be 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 the Property so the Town may fulfill its maintenance obligations under this Agreement.

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 homeowner's 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 the Owner supplied Active Adult exercise stations along the Trail, playground structure and/or any other 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.** 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. 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

If to Owner: PR Ladera, LLC
c/o Integrity Companies, LLC
361 W. Byron Nelson Parkway, Suite 104
Roanoke, Texas 76262

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 homeowner's 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 failure⁷, 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

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:

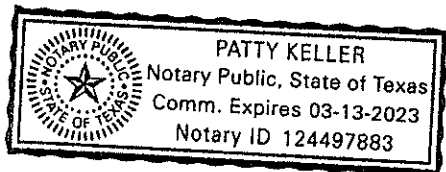
PR LADERA, LLC
a Texas limited liability company

By: Integrity Companies, LLC, a Texas
limited liability company, its Day-to-Day
Member Manager

By: 
Name: John Delin
Title: Managing Member

STATE OF TEXAS)
)
COUNTY OF DENTON)

This instrument was acknowledged before me on the 20th day of September, 2022, by John Delin in his capacity as Managing Member of Integrity Companies, LLC, known to be the person whose name is subscribed to the foregoing instrument, and that he executed the same on behalf of and as the act of Owner.




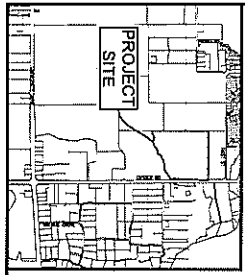
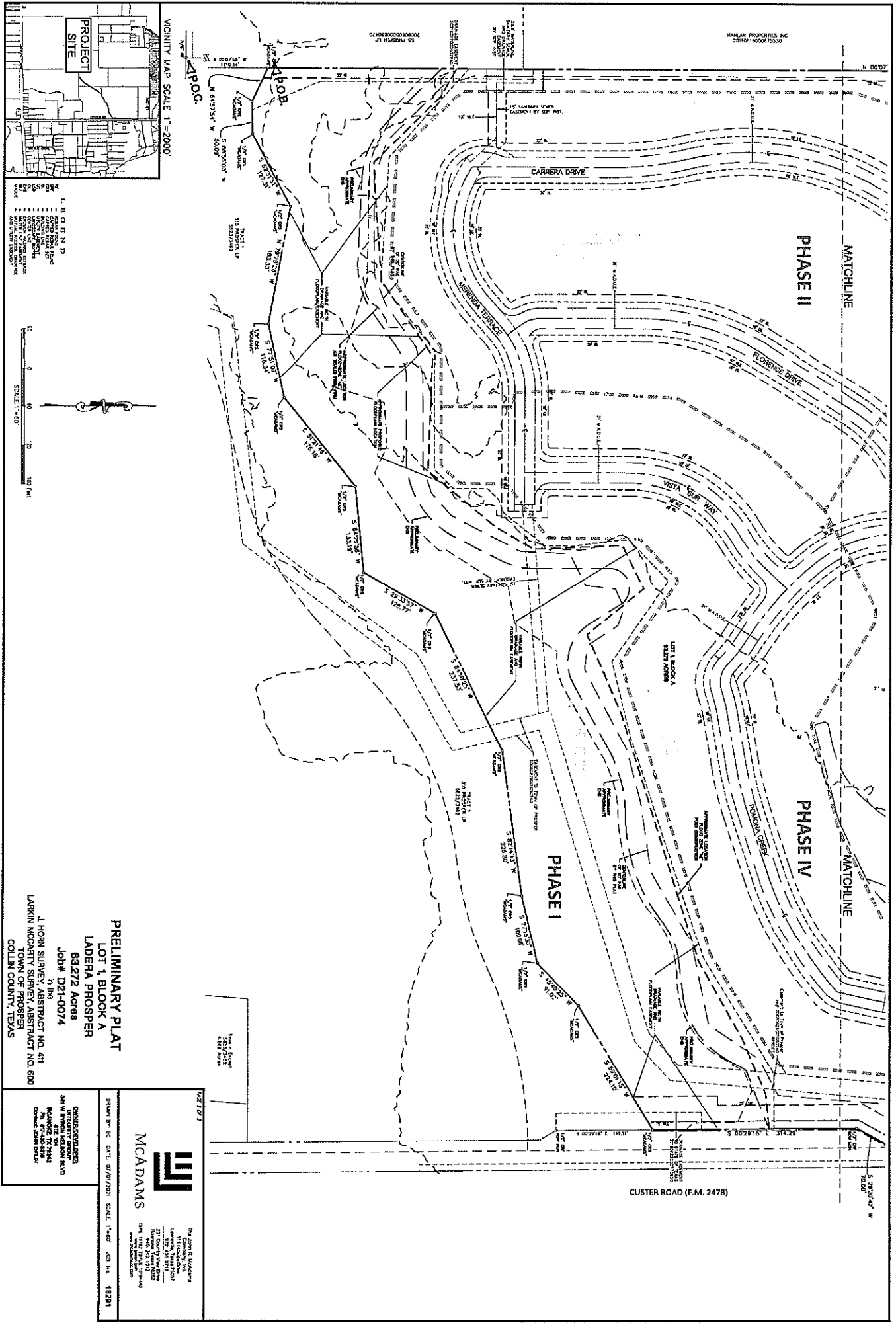

Notary Public, State of Texas
My Commission Expires: 3-13-2023

EXHIBIT A

(Property Description)

Next 3 Pages



PROJECT SITE


LEGEND

- BOUNDARY LINE
- PROPERTY LINE
- EASEMENT
- RIGHT-OF-WAY
- FLOODPLAIN
- UTILITY LINE
- ADJACENT PROPERTY

SCALE 1"=40'

PRELIMINARY PLAT
LOT 1, BLOCK A
LADERA PROSPER
83.272 AC/98
Job# D21-0074

In 198
J. HOHN SURVEY, ABSTRACT NO. 411
LARKIN MOCCARTY SURVEY, ABSTRACT NO. 600
TOWN OF PROSPER
COLLIN COUNTY, TEXAS



MCADAMS

The John R. McAdams
Surveying & Mapping
Company, Inc.
11111 Highway 101
Suite 200
Dallas, Texas 75243
Phone: 972-442-8700
Fax: 972-442-8701
Web: www.mcadams.com

Drawn by: JC DATE: 07/07/2020 SCALE: 1"=40' JOB NO.: 18231

DATE: 07/07/2020
BY: JC
CHECKED: JC
APPROVED: JC

PHASE I

PHASE II

PHASE IV

LOT 1, BLOCK A

LOT 1, BLOCK B

CARRERA DRIVE

FLORENCIA DRIVE

VISTA DEL MAR WAY

CLUSTER ROAD (F.M. 2478)

MATCHLINE

MATCHLINE

POC

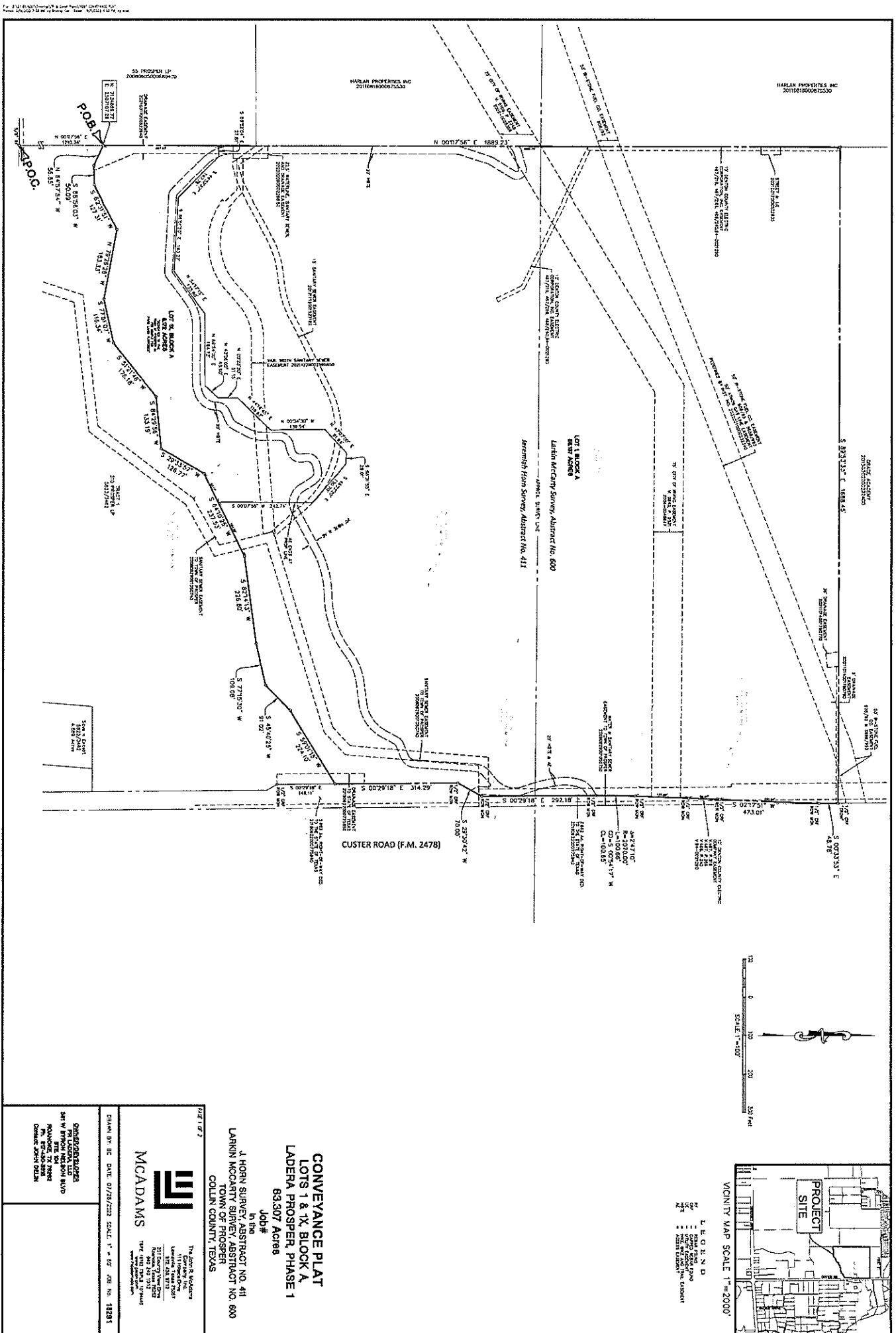
Scale 1"=40'

North Arrow

EXHIBIT B

(Park Property Description)

Next 2 Pages



removing all or parts

10. The post approved subject has no pending statements, notes, questions, or resolutions of the Team of Progress. There are no other matters for which the subject is responsible.

-69-

2022.

[illegible][illegible][illegible]

NOTE: Before a portion of the addition is put in place, the following items should be placed in the addition:

- a. At corners one 1/2" square steel plate, labeled "WELDED" under corner plate.
- b. NOTE: A Reinforcing Bar is a rod or a group of rods, covered by the term of Reinforcing Bar, in which the rods are formed by rolling plant and have no permanent set. They are produced by the rolling of steel reinforcement, prepared in accordance with the provision of the Reinforcing Bar Code of Practice.

1. Walter is a young African American male, 17 years old, who is a member of the Black Panther Party. He is a member of the Black Panther Party and is a member of the Black Panther Party. He is a member of the Black Panther Party and is a member of the Black Panther Party.

2. At 10:00 a.m. on 1/7/77, Walter was arrested by the San Francisco Police Department. He was arrested by the San Francisco Police Department and is a member of the Black Panther Party.

3. Walter is a member of the Black Panther Party and is a member of the Black Panther Party. He is a member of the Black Panther Party and is a member of the Black Panther Party.

4. Walter is a member of the Black Panther Party and is a member of the Black Panther Party. He is a member of the Black Panther Party and is a member of the Black Panther Party.

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9. Walter is a member of the Black Panther Party and is a member of the Black Panther Party. He is a member of the Black Panther Party and is a member of the Black Panther Party.

10. Walter is a member of the Black Panther Party and is a member of the Black Panther Party. He is a member of the Black Panther Party and is a member of the Black Panther Party.

1. Walter - Being a member of the Walden Institute and Boarder in a section of Team Division and also the one is about to be released from the prison.

2. At - From one 1/2" tested their old, stamped "WALDEN" when it was made.

3. NOBODY - A newspaper but it is a record of property owned by the team of people. "In" to the property of the team of people and it is a record of the property of the team of people. "In" to the property of the team of people and it is a record of the property of the team of people.

[illegible][illegible][illegible][illegible]

NOTE: Before a portion of the addition is put in place one board in a section of Team Workforce and after the end is placed in place the remaining boards are placed in place.

o At corners one 1/2" stagger them all. Stagger "MULCH" under concrete mat.

NOTE: A "NOTICE A REPAIRS PUT" is a record of property reported by the Team of Property. First, by the signature of each member of the team of Property, then by the signature of the person who reported the damage. The damage report will be placed in the "PROPERTY DAMAGE" section of the Team of Property.

[illegible][illegible][illegible]

NOTE: Before signing a petition or any addition or change one should be a member of Team Overcome and also be and is subject to the rules and regulations of the organization.

B. All petitions are 17" signed under the slogan "MILKMAID" unless otherwise noted.

C. No more than 10 signatures per person.

D. NO MORE A Petitioner's pet is a record of property acquired by the team of Prosper, Texas, for the purpose of sale or lease to the public. The property must be located within the boundaries of the city of Prosper, Texas, and the property of Prosper pet is approved and placed permanently upon record in accordance with the provisions of the Declaration of Intent of Prosper.

J. HORN SURVEY, ABST
LADDERA PROSPER
63.307 Acr
Job#
in the
TOWN OF PROSPER

CONVEYANCE

**LOTS 1 & 1X, BL
LADERA PROSPERITA
63307 ACR**

**JOB#
In the
J HORN SURVEY, ABST
LARVIN MCCARTHY SURVEY,
TOWN OF PROVO,
COLLIN COUNTY,**

NOTE: Being a portion of the addition by native son Bourde in a addition of Team Overcome and Actin Now and is subject to all covenants and restrictions contained therein.

NOTE: This instrument was recorded as a deed of gift from the donor to the donee and is subject to all covenants and restrictions contained therein.

NOTICE: A conveyance of land is a report of property acquired by the Town of Provo, Utah, for the purpose of sale or lease to the public. The conveyance shall be subject to all covenants and restrictions contained therein. Any person providing information for the purpose of this notice shall be deemed to have provided such information in accordance with the provisions of the Information Disclosure Act of 1982.

NOTICE: A conveyance of land is a report of property acquired by the Town of Provo, Utah, for the purpose of sale or lease to the public. The conveyance shall be subject to all covenants and restrictions contained therein. Any person providing information for the purpose of this notice shall be deemed to have provided such information in accordance with the provisions of the Information Disclosure Act of 1982.

[illegible][illegible][illegible]

<p> CONVEYANCE LOTS 1 & IX, BL LADERA PROSPER 63307 ACP Job# in the L HORN SURVEY, ABST LARVIN MCCARTY SURVEY, A TOWN OF PRO COLLIN COUNTY, </p>	<p> MCADAMS PLAT 7 OF 1 </p>
	
<p> DRAWN BY: EC DATE: 07/29/2022 SCALE: </p>	
<p> DRAWN FOR: MCADAMS </p>	

[illegible][illegible]