



AFTER RECORDING, RETURN TO:
Town of Prosper
P.O. Box 307
Prosper, Texas 75078

STATE OF TEXAS)
)
COUNTY OF COLLIN)

AMENDED ANNEXATION AGREEMENT

This Amended Annexation Agreement ("Agreement") is made and entered into as of this 23rd day of July, 2014 ("Effective Date"), by and between the Town of Prosper, Texas ("Town"), and Furr Properties LTD ("Owner") on the terms and conditions hereinafter set forth.

WHEREAS, Owner owns approximately 22.051 acres, more or less, situated in the William T. Horn Survey, Abstract 419, Collin County, Texas, which is more particularly described in *Exhibit "A"*, attached hereto and incorporated herein for all purposes ("Property"); and

WHEREAS, on or about July 28, 2009, the Town and the Owner entered into an Annexation Agreement ("2009 Annexation Agreement"), pursuant to Sections 43.035 and 212.172 of the Texas Local Government Code, relative to the Property; and

WHEREAS, the 2009 Annexation Agreement provided in Section 8 thereof, in part, that the term of said 2009 Annexation Agreement was five (5) years from the effective date of said Agreement; and

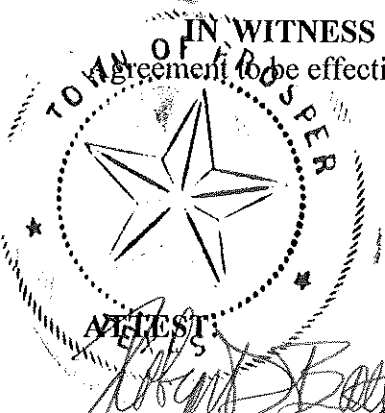
WHEREAS, it is the intent of the Town and the Owner to renew the 2009 Annexation Agreement for an additional five (5) year term, and that all other provisions of the 2009 Annexation Agreement shall remain in full force and effect except to the extent referenced in this Agreement.

NOW, THEREFORE, this Agreement is hereby made and entered into by the Town and the Owner for and in consideration of the foregoing premises and the mutual covenants contained hereinafter, the sufficiency of which are hereby acknowledged by the parties:

1. Extension of Term. The term of the 2009 Annexation Agreement is hereby extended an additional five (5) years, from the date of execution of this Agreement.

2. Provisions of 2009 Annexation Agreement in Full Force and Effect. All other provisions of the 2009 Annexation Agreement shall remain in full force and effect, except to the extent amended herein.

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.



ATTEST:
[Signature]
Robyn Battle, Town Secretary

TOWN OF PROSPER, TEXAS

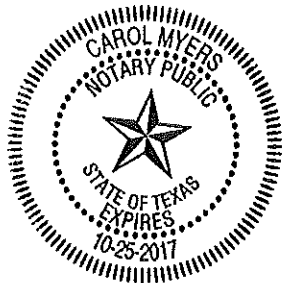
By: [Signature]
Harlan Jefferson, Town Manager

OWNER:

[Signature]
Furr Properties LTD
[Signature]

STATE OF TEXAS)
)
COUNTY OF COLLIN)

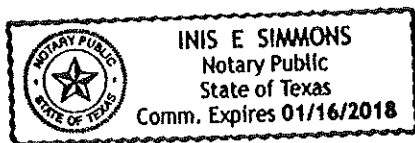
This instrument was acknowledged before me on the 23rd day of July, 2014, by Harlan Jefferson, Town Manager for the Town of Prosper, Texas, on behalf of the Town of Prosper.



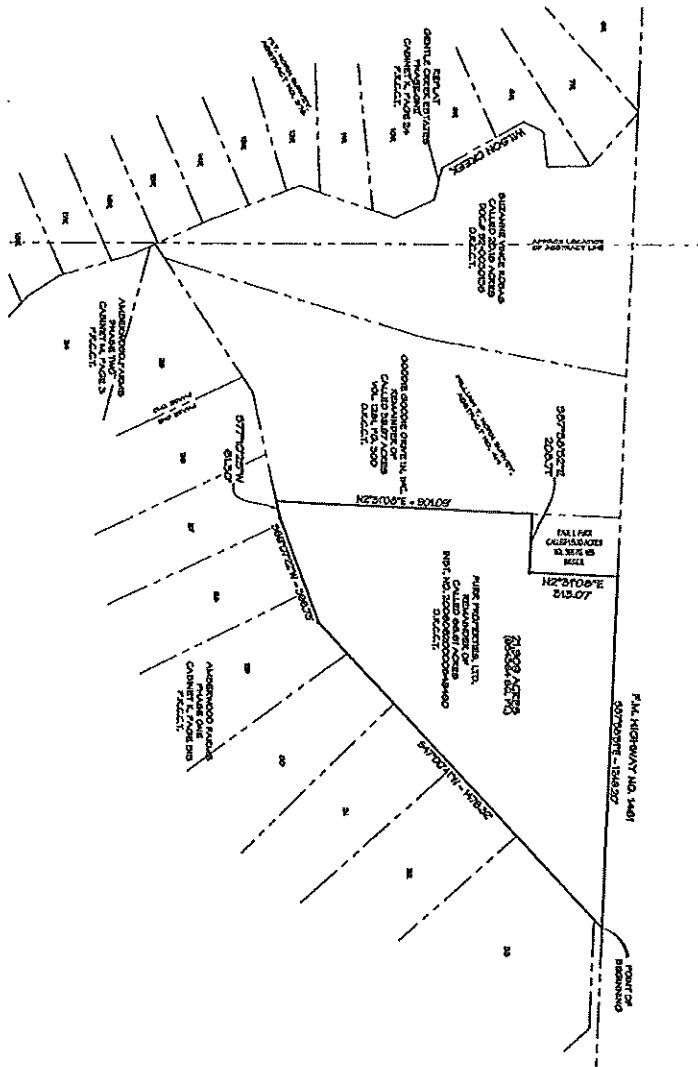
Carol Myers
Notary Public, State of Texas

STATE OF TEXAS)
)
COUNTY OF COLLIN)

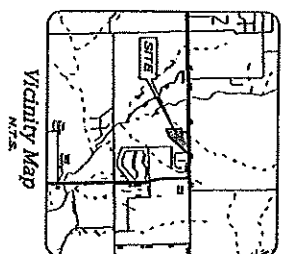
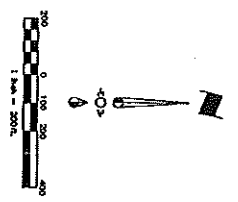
This instrument was acknowledged before me on the 19 day of June, 2014, by Furr Properties LTD, Owner of the Property referenced herein, on his/her behalf.



Inis E. Simmons
Notary Public, State of Texas



THIS DOCUMENT PREPARED UNDER THE 64-21 RULES NOT TO BE USED TO CONVEY OR ESTABLISH INTEREST IN REAL PROPERTY NOR TO BE USED FOR THE PURPOSES OF RECORDING OR FOR THE POLITICAL SUBMISSION FOR WHICH IT WAS PREPARED.



COMMITTEE
LOCAL DESCRIPTION
 THIS IS A 300' X 100' TRACT OF LAND LOCATED IN THE NORTH 1/4 OF SECTION 18, TOWNSHIP 48N, RANGE 10E, COUNTY OF SHERBURNE, MISSOURI. THE TRACT IS BOUNDARY TO THE WEST BY THE 1/4 SECTION 18, TOWNSHIP 48N, RANGE 10E, COUNTY OF SHERBURNE, MISSOURI. THE TRACT IS BOUNDARY TO THE EAST BY THE 1/4 SECTION 18, TOWNSHIP 48N, RANGE 10E, COUNTY OF SHERBURNE, MISSOURI. THE TRACT IS BOUNDARY TO THE SOUTH BY THE 1/4 SECTION 18, TOWNSHIP 48N, RANGE 10E, COUNTY OF SHERBURNE, MISSOURI. THE TRACT IS BOUNDARY TO THE NORTH BY THE 1/4 SECTION 18, TOWNSHIP 48N, RANGE 10E, COUNTY OF SHERBURNE, MISSOURI. THE TRACT IS BOUNDARY TO THE WEST BY THE 1/4 SECTION 18, TOWNSHIP 48N, RANGE 10E, COUNTY OF SHERBURNE, MISSOURI. THE TRACT IS BOUNDARY TO THE EAST BY THE 1/4 SECTION 18, TOWNSHIP 48N, RANGE 10E, COUNTY OF SHERBURNE, MISSOURI. THE TRACT IS BOUNDARY TO THE SOUTH BY THE 1/4 SECTION 18, TOWNSHIP 48N, RANGE 10E, COUNTY OF SHERBURNE, MISSOURI. THE TRACT IS BOUNDARY TO THE NORTH BY THE 1/4 SECTION 18, TOWNSHIP 48N, RANGE 10E, COUNTY OF SHERBURNE, MISSOURI.

ANNEXATION EXHIBIT 'A'
EXHIBIT A
 MAP SHOWING THE LOCATION OF THE PROPOSED ANNEXATION TO THE CITY OF ST. LOUIS, MISSOURI.

DATE: 1/15/2008
 DRAWN BY: [Name]
 CHECKED BY: [Name]
 APPROVED BY: [Name]

ANNEXATION AGREEMENT

AFTER RECORDING,
RETURN TO:
Town of Prosper
Attn: Matthew D. Denton
P.O. Box 307
Prosper, TX 75078

STATE OF TEXAS §
 §
COUNTY OF COLLIN §

ANNEXATION AGREEMENT

This Annexation Agreement ("Agreement") is made and entered into as of this 28 day of JULY, 2009, ("Effective Date") by and between the Town of Prosper, Texas, ("Town") and Furr Properties LTD ("Owner") on the terms and conditions hereinafter set forth.

WHEREAS, Owner owns approximately 22.051 acres, more or less, situated in the William T. Horn Survey, Abstract 419, Collin County, Texas, which is more particularly described in *Exhibit "A"*, attached hereto and incorporated herein for all purposes ("Property"); and

WHEREAS, Town and the Owner desire that the property be developed as set forth herein; and

WHEREAS, Town in accordance with Section 43.035 of the Texas Local Government Code desires to annex certain lands including the Property; and

WHEREAS, pursuant to Section 212.172 of the Texas Local Government Code, Town is authorized to make a written contract with an owner of land that is located in the extraterritorial jurisdiction of the municipality for purposes set forth in that section; and

WHEREAS, the parties desire to agree on the matters set forth in this Agreement pursuant to Section 212.172 of the Texas Local Government Code and for the purposes set forth in that section.

NOW, THEREFORE, in consideration of the mutual benefits and premises contained herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Town and Owner agree as follows:

1. Land Subject to Agreement. The land that is subject to this Agreement is the Property. Owner represents that it is the sole owner of the Property.

2. Use and Development. The use and development of the Property before and after annexation shall conform to the uses, density, layout, permitting requirements (including but not limited to submittal of site plans and plats) and development standards (including but not limited to

masonry requirements, parking standards and landscaping standards) set forth by the ordinances of Town (including but not limited to the Comprehensive Zoning Ordinance and the Subdivision Regulations) as they exist or may be amended. Prior to annexation, the Property shall be developed as if it has been designated with agriculture zoning.

3. Annexation and Zoning. Town will not annex the Property, unless requested to do so by Owner, during the term of this Agreement provided that Owner complies with the terms and conditions of this Agreement. The parties agree that Town, in its sole discretion, shall determine whether Owner is in compliance with the Agreement and whether it will approve annexation of the Property. Simultaneously with the termination of this Agreement, Town and Owner agree that Town may, in its sole discretion, initiate annexation proceedings for the Property (the "Annexation").

OWNER HEREBY RELEASES TOWN, ITS COUNCIL MEMBERS, OFFICERS, AGENTS, REPRESENTATIVES AND EMPLOYEES, FROM AND AGAINST, AND WAIVES ANY AND ALL RIGHTS TO, ANY AND ALL CLAIMS AND/OR OBJECTIONS, IT/THEY MAY HAVE WITH REGARD TO THE ANNEXATION AS DESCRIBED IN THIS PARAGRAPH.

4. Water and Sewer Service. Following annexation of the Property by Town, Town agrees to provide sanitary sewer service for the Property in the same manner and in accordance to the same regulations as any development in Town and in accordance with the annexation service plan. Town agrees to provide water service for the Property in the same manner and in accordance to the same schedule as any development in Town if it can lawfully do so. Upon being requested to do so by Town, Owner agrees to execute and convey an easement to Town, at no cost to Town, on that portion of the Property reasonably needed by Town, in Town's sole discretion, to be used as a utility easement for water and sewer service, free from any liens or other encumbrances, for the construction and/or extension of water or sewer facilities. Said easement shall be materially in the same form as *Exhibit "B"* and *Exhibit "C"*, attached hereto and incorporated herein for all purposes, and shall contain legal descriptions and diagrams of the easement.

5. Right-of-Way Dedication for Frontier Parkway (FM 1461). Upon being requested to do so by Town, Owner agrees to dedicate to Town, at no cost to Town, that portion of the Property reasonably needed by Town, in Town's sole discretion, to be used as right-of-way for Frontier Parkway (FM 1461), free from any liens or other encumbrances, for the construction and/or extension of Frontier Parkway (FM 1461) ("ROW Property"). Said right-of-way dedication shall be by warranty deed materially in the same form as *Exhibit "D"*, attached hereto and incorporated herein for all purposes, and shall contain legal descriptions and diagrams of the right-of-way dedication.

6. Impact Fees. The Property shall be subject to impact fees adopted by Ordinance No. 06-91, as it exists or may be amended.

7. Other Development Fees. Town ordinances covering property taxes, park dedication and/or payment in lieu of dedication of land, utility rates, permit fees and the like are not affected by this Agreement and shall be applied to the Property in the same manner as any other Property located within Town's corporate boundaries. Further this Agreement does not waive or limit any of the

obligations of Owners to Town under any other ordinance, whether now existing or in the future arising.

8. Term. This Agreement is an agreement authorized by Section 212.172 of the Texas Local Government Code. The term of this Agreement shall be five (5) years from the effective date. The term of this Agreement shall not be affected by the fact that some or all of the Property is annexed into the corporate limits of Town.

9. Default. If any party breaches any of the terms of this Agreement, then that party shall be in default ("Defaulting Party") of this Agreement ("Event of Default"). If an Event of Default occurs, the non-defaulting party shall give the Defaulting Party written notice of such Event of Default, and if the Defaulting Party has not cured such Event of Default within thirty (30) days of said written notice, this Agreement is breached. Each party is entitled to all remedies available to it at law or in equity.

10. Notice. Any notice required or permitted to be delivered hereunder shall be deemed to be delivered, whether or not actually received, when deposited in the United States Mail, postage pre-paid, certified mail, return receipt requested, addressed to either party, as the case may be, at the addresses contained below:

Town: Town of Prosper
P.O. Box 307
Prosper, Texas
Attn: Town Manager

With copy to: Rebecca Brewer
Abernathy, Roeder, Boyd & Joplin, P.C.
1700 Redbud Blvd.
Suite 300
P.O. Box 1210
McKinney, TX 75070-1210

Owner: Furr Properties LTD
192 RIVER HILLS CT.
MCKINNEY, TX 75069

11. Miscellaneous.

(a) Assignment. This Agreement is assignable. If all or any portion of the Property is transferred, sold or conveyed, the Owner shall give notice immediately to Town of the name, address, phone number and contact person of the person or entity acquiring an interest in the Property. This Agreement shall run with the land and shall be binding on and inure to the benefit of the Owners' successors and assigns.

(b) Compliance with Ordinances. Except as provided for in this Agreement, the parties agree that the Owners shall be subject to all ordinances of Town. All construction will be in accordance with applicable ordinances and regulations of Town, whether now existing or in the future arising.

(c) Entire Agreement. This Agreement contains the entire agreement of the parties with respect to the matters contained herein and may not be modified or terminated except upon the mutual written agreement of the parties hereto.

(d) Venue. This Agreement shall be construed in accordance with the laws of the State of Texas and shall be performable in Collin County, Texas. Exclusive venue shall be in Collin County, Texas.

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

(f) Counterparts. This Agreement may be executed in a number of identical counterparts, each of which shall be deemed an original for all purposes.

(g) Authority to Execute. The individuals executing this Agreement on behalf of the respective parties below represent to each other and to others that all appropriate and necessary action has been taken to authorize the individual who is executing this Agreement to do so for and on behalf of the party for which his or her signature appears, that there are no other parties or entities required to execute this Agreement in order for the same to be an authorized and binding agreement on the party for whom the individual is signing this Agreement and that each individual affixing his or her signature hereto is authorized to do so, and such authorization is valid and effective on the date hereof.

(h) Binding Effect. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors and assigns.

(i) Savings/Severability. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision thereof, and this Agreement shall be construed as if such invalid illegal or unenforceable provision had never been contained herein.

(j) Representations. Each signatory represents this Agreement has been read by the party for which this Agreement is executed and that such party has had an opportunity to confer with its counsel.

(k) Sovereign Immunity. The parties agree that Town has not waived its sovereign immunity by entering into and performing their respective obligations under this Agreement.

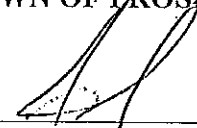
(l) Miscellaneous Drafting Provisions. This Agreement shall be deemed drafted equally by all parties hereto. The language of all parts of this Agreement shall be construed as a whole according to its fair meaning and any presumption or principle that the language herein is to be construed against any party shall not apply. Headings in this Agreement are for the convenience of the parties and are not intended to be used in construing this document.

(m) Incorporation of Recitals. The Recitals above are incorporated herein as if repeated verbatim.

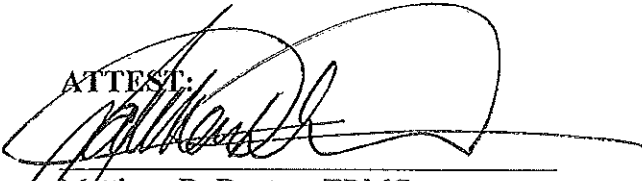
(n) No Chapter 245 Permit. This Agreement, and any requirement contained in this Agreement, shall not constitute a "permit" as defined in Chapter 245, Texas Local Government Code. **THIS PARAGRAPH SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.**

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.

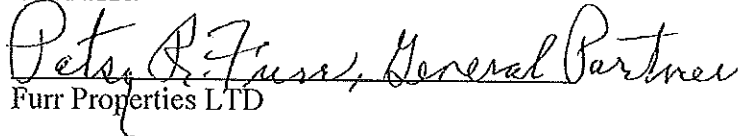
TOWN OF PROSPER, TEXAS

By: 
Mike Land, Town Manager

ATTEST:


Matthew D. Denton, TRMC
Town Secretary

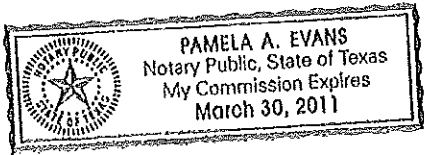
OWNER:


Peter R. Furr, General Partner
Furr Properties LTD

STATE OF TEXAS §
 §
COUNTY OF COLLIN §

BEFORE ME, the undersigned authority, on this day personally appeared **Mike Land**, Town Manager of Town of Prosper, Texas, being the person whose names are subscribed to the foregoing instrument; he acknowledged to me he is the duly authorized representative for **Town of Prosper, Texas**, and he executed said instrument for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 3 day of August, 2009.

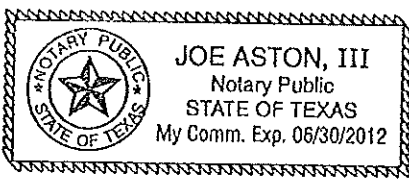


Pamela A. Evans
Notary Public in and for the State of Texas
My Commission Expires:
March 30, 2011

STATE OF TEXAS §
 §
COUNTY OF COLLIN §

Fuzzy K. Hill BEFORE ME, the undersigned authority, on this day personally appeared Fuzzy K. Hill, known to me to be one of the persons whose names are subscribed to the foregoing instrument; he acknowledged to me that he has executed said instrument for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 3th day of May, 2009.



[Signature]
Notary Public in and for the State of Texas
My Commission Expires:

Exhibit "A"
Description and Depiction of Property

Exhibit "B"
Water Line Easement Form
with Temporary Construction Easement

"Notice of Confidentiality rights: If you are a Natural Person, you may remove or strike any of the following information from this instrument before it is filed for record in the Public Records: Your Social Security Number or your Drivers' License Number."

AFTER RECORDING, PLEASE RETURN TO:

Town of Prosper
Attn: Matt Denton, Town Secretary
121 W. Broadway Street
P.O. Box 307
Prosper, TX 75078

WATER LINE EASEMENT AND TEMPORARY CONSTRUCTION EASEMENT

THE STATE OF TEXAS §
 § **KNOW ALL MEN BY THESE PRESENTS:**
COUNTY OF COLLIN §

THAT, _____, a _____, whether one or more, hereinafter called "Grantor," for and in consideration of the sum of **ONE DOLLAR (\$1.00)** and other good and valuable consideration to Grantor in hand paid by the **TOWN OF PROSPER, TEXAS**, a Texas Home Rule Municipal Corporation, hereinafter called "Grantee", the receipt and sufficiency of which are hereby acknowledged, does GRANT, DEDICATE, SELL and CONVEY to the Grantee, the easement and right to construct, reconstruct, operate, alter, relocate and perpetually maintain water line facilities, (the "Facilities"), together with all incidental improvements, and all necessary laterals in, upon and across certain real property located in the Town of Prosper, Collin County, Texas, as more particularly described in Exhibit "A", which is attached hereto and made a part hereof by reference as if fully set forth herein (the "Easement Property"). This conveyance also includes a temporary construction easement as described on Exhibit "B" attached hereto for the purpose of excavation, construction and laying of the Facilities within the Easement Property described herein (the "Temporary Construction Easement"). The Temporary Construction Easement granted herein will terminate and cease upon the completion of the construction of the Facilities and acceptance of the Facilities by the Town of Prosper. As part of the grant hereby made, it is agreed between the parties hereto that any stone, earth, gravel or caliche which may be excavated in the opening, construction or maintenance of said easement may be removed from said premises by Grantee.

TO HAVE AND TO HOLD the same perpetually unto the Grantee, its successors and assigns, together with the right and privilege at all times to enter the Easement Property and/or Temporary Construction Easement, or any part thereof, and with the right of access across Grantor's adjacent property for ingress and egress to the Easement Property for the purpose of constructing, reconstructing, altering, operating, relocating and maintaining the Facilities, and all incidental improvements and for making connections therewith. Grantee, its successors and assigns, shall have the right to construct, reconstruct and perpetually maintain additional Facilities at all times in the future within the Easement Property.

Grantee will at all times after doing any work in connection with the construction, operation or repair of the Facilities, restore the surface of the Easement Property and/or Temporary Construction Easement as close to the condition in which it was found before such work was undertaken as is reasonably practicable, except for trees, shrubs and structures within the Easement Property and/or Temporary Construction Easement that were removed as a result of such work.

Grantor does hereby bind itself and its successors to **WARRANT AND FOREVER DEFEND** all and singular the Easement Property and Temporary Construction Easement unto Grantee, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof, by, through or under Grantor, but not otherwise.

There are no liens, attachments, or other encumbrances which will affect the title or right of the Grantor to convey this easement to the Grantee for the purposes as described herein. If such condition does exist, a signature with acknowledgment shall be included and made a part of this document conveying the rights and privileges contained herein.

The easement rights and privileges granted herein are exclusive, and Grantor covenants that Grantor will not convey any other easement or conflicting rights within the area covered by this grant.

This instrument shall not be considered as a deed to the Easement Property or any part thereof, and the right is hereby reserved to Grantor, its successors and assigns, to use such property to landscape and build and construct fences, driveways and other associated improvements over or across said easement; provided, however, that in no event shall a wall, structure or building of any type other than those previously described or any piling, pier or isolated footing of any wall, structure or building be placed directly on said Easement Property.

This instrument shall constitute a covenant running with the land and shall benefit and burden the applicable real properties described herein and shall inure to the benefit of, and be binding upon, Grantee and Grantor, and their respective successors or assigns.

This instrument may be executed in a number of identical counterparts, each of which shall be deemed an original for all purposes.

The individual executing this instrument on behalf of the Grantor represents that all appropriate and necessary actions have been taken to authorize the individual who is executing this instrument to do so for and on behalf of the Grantor, that there are no other parties or entities required to execute this instrument in order for the same to be an authorized and binding agreement on the Grantor and that the individual affixing his or her signature hereto is authorized to do so, and such authorization is valid and effective on the date hereof.

SIGNED my hand this _____ day of _____, 200__.

	GRANTORS NAME HERE
By:	
Name:	
Title:	
Address:	

ACKNOWLEDGMENT

THE STATE OF TEXAS §
 §
COUNTY OF _____ §

This instrument was acknowledged before me on the ____ day of _____, 200__ by _____ its _____ of the _____, a _____ corporation, on behalf of said corporation.

Notary Public in and for the
State of Texas

JOINDER OF LIENHOLDER

The undersigned, being the holder(s) of the liens against a portion of the Water Line Easement Property and Temporary Construction Easement evidenced by:

Deed of Trust dated _____ recorded under Clerk's File No. _____ from _____, a Texas _____, to _____, Trustee, securing payment of one certain promissory note of even date therewith in the principal amount of \$ _____, payable to the order of _____; said Note being additionally secured by a Vendor's Lien of even date retained in Deed, executed by _____ to _____, a Texas _____ recorded under Clerk's File No. _____, and subject to all of the terms and conditions and stipulations contained therein, including but not limited to, any future indebtedness also secured by this lien,

hereby consents to the execution of the foregoing Water Line Easement and Temporary Construction Easement agrees that in the event of a foreclosure of the Water Line Easement Property and/or Temporary Construction Easement or any portion thereof and/or the underlying property or any portion thereof (or deed in lieu thereof), the Water Line Easement and Temporary Construction Easement will remain in full force and effect and shall not be extinguished by such foreclosure (or deed in lieu thereof).

[insert name of lienholder(s)]

STATE OF TEXAS
COUNTY OF _____

BEFORE ME, the undersigned authority, on this day personally appeared _____; he/she acknowledged to me he/she executed said instrument for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of _____, 2006.

Notary Public in and for the State of Texas
My Commission Expires: _____

EXHIBIT "A"

Exhibit "C"
Sanitary Sewer Easement Form
with Temporary Construction Easement

parties hereto that any stone, earth, gravel or caliche which may be excavated in the opening, construction or maintenance of said easement may be removed from said premises by Grantee.

TO HAVE AND TO HOLD the same perpetually unto the Grantee, its successors and assigns, together with the right and privilege at all times to enter the Easement Property, Property and/or Temporary Construction Easement or any part thereof, and with the right of access across Grantor's adjacent property for ingress and egress to the Easement Property for the purpose of constructing, reconstructing, altering, operating, relocating and maintaining the Facilities, and all incidental improvements and for making connections therewith. Grantee, its successors and assigns, shall have the right to construct, reconstruct and perpetually maintain additional Facilities at all times in the future within the Easement Property.

Grantee will at all times after doing any work in connection with the construction, operation or repair of the Facilities, restore the surface of the Easement Property and/or Temporary Construction Easement as close to the condition in which it was found before such work was undertaken as is reasonably practicable, except for trees, shrubs and structures within the Easement Property and/or Temporary Construction Easement that were removed as a result of such work.

Grantor does hereby bind itself and its successors to **WARRANT AND FOREVER DEFEND** all and singular the Easement Property and Temporary Construction Easement unto Grantee, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof, by, through or under Grantor, but not otherwise.

There are no liens, attachments, or other encumbrances which will affect the title or right of the Grantor to convey this easement to the Grantee for the purposes as described herein. If such condition does exist, a signature with acknowledgment shall be included and made a part of this document conveying the rights and privileges contained herein.

The easement rights and privileges granted herein are exclusive, and Grantor covenants that Grantor will not convey any other easement or conflicting rights within the area covered by this grant.

This instrument shall not be considered as a deed to the Easement Property or any part thereof, and the right is hereby reserved to Grantor, its successors and assigns, to use such property to landscape and build and construct fences, driveways and other associated improvements over or across said easement; provided, however, that in no event shall a wall, structure or building of any type other than those previously described or any piling, pier or isolated footing of any wall, structure or building be placed directly on said Easement Property.

This instrument shall constitute a covenant running with the land and shall benefit and burden the applicable real properties described herein and shall inure to the benefit of, and be binding upon, Grantee and Grantor, and their respective successors or assigns.

This instrument may be executed in a number of identical counterparts, each of which shall be deemed an original for all purposes.

The individual executing this instrument on behalf of the Grantor represents that all appropriate and necessary actions have been taken to authorize the individual who is executing this instrument to do so for and on behalf of the Grantor, that there are no other parties or entities required to execute this instrument in order for the same to be an authorized and binding agreement on the Grantor and that the individual affixing his or her signature hereto is authorized to do so, and such authorization is valid and effective on the date hereof.

SIGNED my hand this _____ day of _____, 200__.

	GRANTORS NAME HERE
By:	
Name:	
Title:	
Address:	

ACKNOWLEDGMENT

THE STATE OF TEXAS §
 §
COUNTY OF _____ §

This instrument was acknowledged before me on the ____ day of _____, 200__ by _____ its _____ of the _____, a _____ corporation, on behalf of said corporation.

Notary Public in and for the
State of Texas

JOINDER OF LIENHOLDER

The undersigned, being the holder(s) of the liens against a portion of the Easement Property and Temporary Construction Easement evidenced by:

Deed of Trust dated _____ recorded under Clerk's File No. _____ from _____, a Texas _____, to _____, Trustee, securing payment of one certain promissory note of even date therewith in the principal amount of \$ _____, payable to the order of _____; said Note being additionally secured by a Vendor's Lien of even date retained in Deed, executed by _____ to _____, a Texas _____ recorded under Clerk's File No. _____, and subject to all of the terms and conditions and stipulations contained therein, including but not limited to, any future indebtedness also secured by this lien,

hereby consents to the execution of the foregoing Sanitary Sewer Easement and Temporary Construction Easement agrees that in the event of a foreclosure of the Easement Property and/or Temporary Construction Easement or any portion thereof and/or the underlying property or any portion thereof (or deed in lieu thereof), the Sanitary Sewer Easement and Temporary Construction Easement will remain in full force and effect and shall not be extinguished by such foreclosure (or deed in lieu thereof).

[insert name of lienholder(s)]

STATE OF TEXAS
COUNTY OF _____

BEFORE ME, the undersigned authority, on this day personally appeared _____; he/she acknowledged to me he/she executed said instrument for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of _____, 2007.

Notary Public in and for the State of Texas
My Commission Expires: _____

EXHIBIT "A"

Exhibit "D"
Right of Way Warranty Deed Form

"Notice of Confidentiality rights: If you are a Natural Person, you may remove or strike any of the following information from this instrument before it is filed for record in the Public Records: Your Social Security Number or your Drivers' License Number."

AFTER RECORDING, PLEASE RETURN TO:

Town of Prosper
Attn: Matt Denton, Town Secretary
121 W. Broadway Street
P.O. Box 307
Prosper, TX 75078

RIGHT OF WAY WARRANTY DEED

STATE OF TEXAS §

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF _____ §

That _____, a Texas _____ ("Grantor"), whether one or more, for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) cash in hand to Grantor paid by the **TOWN OF PROSPER, TEXAS**, a Texas Home Rule Municipal Corporation ("Grantee") the receipt of which is hereby acknowledged, and for which no lien is retained, either expressed or implied, has this day GRANTED and by these presents does GRANT, GIVE, and CONVEY unto the said Grantee all the following described real estate, to-wit:

Being _____ acres of land, more or less, in the _____ Survey, Abstract No. _____, in the Town of Prosper, _____ County, Texas, more particularly depicted and described in Exhibits "A" and "B", respectively, attached hereto and incorporated herein for all purposes (the "Property").

The warranty contained herein is subject to: (i) any and all mineral reservations, restrictions, covenants, conditions and easements, if any, relating to the above-described property, but only to the extent that they are still in effect and shown of record in _____ County, Texas; and (ii) all zoning law regulations and ordinances of municipal and/or other governmental authorities, if any, but only to the extent that they are still in effect and relate to the Property.

TO HAVE AND TO HOLD the above-described premises, together with all and singular the rights and appurtenances thereto in anywise belonging unto the said Grantee, Grantee's successors, and assigns forever.

And Grantor does hereby bind Grantor, Grantor's heirs, executors, administrators and assigns, to warrant and forever defend all and singular the said premises unto the said Grantee, Grantee's successors and assigns, against every person whomsoever lawfully claiming or attempting to claim the same or any part thereof.

This instrument may be executed in a number of identical counterparts, each of which shall be deemed an original for all purposes.

EXECUTED on the dates appearing in the acknowledgements below, however, to be effective on this _____ day of _____, 200__.

[type grantors name],
a Texas _____

By: _____
[type name and title]

STATE OF TEXAS §
 §
COUNTY OF _____ §

BEFORE ME, the undersigned authority, on this day personally appeared _____, known to me to be one of the persons whose names are subscribed to the foregoing instrument; he acknowledged to me that he is the _____ and duly authorized representative of _____, a Texas _____; and that he executed said instrument for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this ___ day of _____, 200__.

Notary Public in and for the State of Texas
My Commission Expires: _____

LIENHOLDER'S CONSENT TO PARTIAL RELEASE OF LIEN:

The undersigned, being the holder(s) of the lien against a portion of the Property and Temporary Construction Easement evidenced by:

Deed of Trust dated _____, recorded under Clerk's File No. _____, from _____, to _____, Trustee, securing payment of one certain promissory note of even date therewith in the principal amount of \$ _____, payable to the order of _____; said Note being additionally secured by a Vendor's Lien of even date retained in Deed, executed by _____ to _____, recorded under _____, and subject to all of the terms and conditions and stipulations contained therein, including but not limited to, any future indebtedness also secured by this lien,

hereby consents to the execution of the foregoing Right of Way Warranty Deed and agrees that in the event of a foreclosure of the Property or any portion thereof and/or the underlying property or any portion thereof (or deed in lieu thereof), the conveyance made by this deed will remain in full force and effect and shall not be extinguished by such foreclosure (or deed in lieu thereof).

_____ *Bank, a* _____

By: _____

Printed Name: _____

Its: _____

Address: _____

STATE OF TEXAS §

COUNTY OF _____ §

This instrument was acknowledged before me on the _____ day of _____, 200__, by _____, the _____ and duly authorized representative of _____ *Bank, a* _____, on behalf of said corporation.

Notary Public, State of Texas

PREPARED IN THE OFFICES OF:
ABERNATHY, ROEDER, BOYD & JOPLIN, P.C.
1700 Redbud Blvd., Suite 300
McKinney, TX 75070