

**PARK FEES AGREEMENT**  
(LEGACY GARDENS – PHASES 3 AND 4)

**THIS PARK FEES AGREEMENT (LEGACY GARDENS – PHASES 3 AND 4)** (“Agreement”) is made and entered into this \_\_\_ day of \_\_\_\_\_, 2026 (the “Effective Date”), by and between the **TOWN OF PROSPER, TEXAS** (“Prosper” or the “Town”), and **TOLL SOUTHWEST LLC**, a Delaware limited liability company (“Developer”), collectively referred to as the “Parties” and each individually as a “Party”.

**WITNESSETH:**

**WHEREAS**, Developer is developing Phase 3 and Phase 4 of a residential development on certain Property (defined herein) in the Town, known as “Legacy Gardens, Phases 3 and 4” (“Project”) which development previously has been approved by the Town; and

**WHEREAS**, pursuant to the Parks, Recreation, and Open Space Master Plan (the “Park Plan”), Developer desires, subject to the terms and conditions set forth herein, to construct certain Project Trail Improvements (as defined in Subparagraph 3(a), below) to serve the Property (hereinafter defined) and may construct certain additional trail improvements further described herein; and

**WHEREAS**, the Town has requested that Developer dedicate approximately 0.497 acres to the Town for park and recreation purposes, which land is more particularly described and depicted on **Exhibit A-3** attached hereto and incorporated herein by reference for all purposes (the “Park Property”); and

**WHEREAS**, Developer wishes to dedicate the Park Property to the Town subject to the terms hereof; and

**WHEREAS**, the Town has agreed to accept and own the Park Property and perpetually maintain the Park Property, as further described herein; and

**WHEREAS**, the Town and Developer agree that the Park Property benefits residents of the Project as well as residents of the Town, as a whole; and

**WHEREAS**, Developer desires to fulfill its remaining Park Dedication (defined herein) obligations through payment of the Park Fee In Lieu (defined herein) and its Park Improvement Fee (defined herein) obligations required by Section 10.03.150, Article 10.03 of Chapter 10 of the Town’s Code of Ordinances, as now existing or as may hereafter be amended (the “Park Ordinance”), associated with the development of the Property as further detailed in Paragraph 2 herein; and

**WHEREAS**, in an effort to facilitate the conveyance of the Park Property and the construction of certain trail improvements, the Parties have agreed to the terms and provisions of this Agreement; and

**WHEREAS**, this Agreement clearly is in the best interests of the Town and Developer and it is deemed mutually beneficial to each that the construction of trail improvements for the Project proceed as is further described herein; and

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

1. **Land Subject to Agreement.** The land that is subject to this Agreement is that certain real property in the Town of Prosper more particularly described on **Exhibit A-1** attached hereto and incorporated herein by reference for all purposes and depicted on **Exhibit A-2** attached hereto and incorporated herein by reference for all purposes (the "Property").

2. **Park Property Conveyance and Dedication; Assessments.**

(a) **Park Property Conveyance and Dedication.** Developer shall, at its sole cost and expense, dedicate and convey the Park Property to the Town by separate instrument prior to final inspection approval for the first residential home within the Project (excluding any model homes). The Town shall receive fee simple title to the Park Property. For the avoidance of doubt, conveyance and dedication of the Park Property will not be required as a condition to approval or recording of the final plat or issuance of building permits for development within the Property.

(b) **Assessments.** Subject to the provisions of this Agreement, including this Subparagraph 2(b), the Property shall be assessed (i) park improvement fees in the amount of \$1,500 per single family lot, with such assessed fee to be adjusted based on the actual number of residential lots as shown on the final, recorded plat(s) for the Property (the "Park Improvement Fee"); and (ii) a payment of money in lieu of conveying land for the development of park facilities, including trails and certain sidewalks, required under the Park Ordinance ("Park Dedication") in the amount of One Million Three Hundred Fifty-One Thousand Five Hundred Thirty-Seven and 77/100 Dollars (\$1,351,537.77) ("Park Fee In Lieu", and collectively with the Park Improvement Fee, the "Park Fees"). Based on the current lot count for the Project of 270 lots, the Parties estimate that the Park Improvement Fee will be Four Hundred Five Thousand and 00/100 Dollars (\$405,000.00). The calculation for the Park Fee In Lieu is detailed below. For clarification purposes, the calculation of the Park Fee In Lieu factors in (i.e., subtracts) the amount of Park Dedication that will be provided via dedication of the Park Property, as detailed below.

(i) Legacy Gardens Phases 3 & 4 – 270 lots @ 1 acre per 35 lots = 7.714 acres less 0.497 acres Park Property to be dedicated to the Town = 7.217 acres. Land valuation of \$187,271.41/ acre per Denton Central Appraisal District valuation. Fee in lieu of = \$1,351,537.77.

The Town agrees that dedication of the Park Property plus the Park Fee In Lieu as calculated herein shall fully satisfy all requirements for Park Dedication or payment of a fee in lieu thereof under the Park Ordinance and no further Park Dedication, any further amount of fee in lieu (in excess of the Park Fee In Lieu set forth herein) or any further amount of park fees shall be required for development of the Property other than as expressly set forth herein. The Town's Director of Parks and Recreation agrees to the determination of the amount of the Park Fees as set forth herein. Payment of the Park Fees shall be made prior to filing of a final plat(s) or replat(s) for the Property, subject to credit and/or reimbursement as provided in Paragraph 6 herein.

### 3. **Project Trail Improvements.**

(a) As a condition to receipt of the Park Fees Credit & Reimbursement (as hereinafter defined) and subject to Force Majeure and receipt of any Third-Party Rights-of-Way and/or Easements, Developer shall, at its sole cost and expense, except as provided in Paragraph 6 below, construct and install or cause the construction and installation of (i) approximately 8,328 linear feet of 10-foot-wide meandering concrete trail; (ii) approximately 1,044 linear feet of 12-foot-wide meandering concrete trail; (iii) approximately 72 linear feet of 8-foot trail stubs; (iv) and approximately 4,398 linear feet of 6-foot-wide sidewalk, each in the locations generally depicted on **Exhibit B-1** and **Exhibit B-2** attached hereto and incorporated herein for all purposes (collectively, the "Project Trail Improvements"). Developer shall not be required to fund or provide any trails or other park facilities for the Project in addition to or beyond the scope of the Project Trail Improvements described herein. Developer may complete or cause the completion of the Project Trail Improvements after recording of the final plat(s) for the Property (subject to Subparagraph 3(d)).

(b) Developer shall construct each portion of the Project Trail Improvements in accordance with this Agreement and otherwise in accordance with Town-approved engineering plans, specifications and designs. The description of the Project Trail Improvements in Subparagraph 3(a) and/or location(s) of such improvements shown on **Exhibit B-1** and **Exhibit B-2** may be modified by the engineering plans for the Project Trail Improvements as the design is further refined, and minor modifications to such description herein and/or location shown on **Exhibit B-1** and **Exhibit B-2** may be approved by the Town's Director of Parks and Recreation without requiring an amendment of this Agreement. Notwithstanding the foregoing, in no event shall Developer be required to construct any additional trail improvements or facilities within or related to the Project in excess of the scope of the Project Trail Improvements as described herein.

(c) Notwithstanding anything to the contrary set forth herein or in applicable Town ordinances, rules or regulations, the Town agrees that if, in connection with construction of the Project Trail Improvements, any trees are required to be removed pursuant to the Town approved plans and specifications for construction of the Project Trail Improvements, Developer may not be required to comply with any applicable tree mitigation requirements. Developer must inform the Town of any tree removal that does not comply with any applicable tree mitigation requirements.

(d) The Town agrees that the construction and/or completion of the Project Trail Improvements may occur after the approval and recordation of the final plat(s) related to such (the "Postponed Improvements") at the election of the Developer; provided that, as permitted under Section 10.03.116 of Ch. 10, Subdivision Regulations, Article 10.03 Subdivision Ordinances, Division 5 Construction Plan and Procedures of the Code of Ordinances, Town of Prosper, Texas ("Town's Code of Ordinances") ("Section 10.03.116"), in the event of the existence of Postponed Improvements, the Developer shall provide security at the time of the recording of the applicable final plat(s) for the completion of such Postponed Improvements in accordance with the requirements of Section 10.03.116. Upon the issuance of the applicable security in accordance with this subparagraph, the Town will approve and record the final plat(s) related to the applicable Postponed Improvement(s). In no event shall the existence of any Postponed Improvement(s) result in a delay in the issuance of permits, approving and/or recording a plat, or a delay in other requisite approvals so long as the Developer has provided the above-referenced security. For the avoidance of doubt, Developer will not be required to provide a security for the Hope Trail Improvements (hereinafter defined) regardless of whether or not such improvements are completed prior to or after recording of a final plat for the Property (i.e., the Hope Trail Improvements will not be tied to any plat or approval of permits for the Property).

#### 4. Hope Trail Improvements.

(a) Prior to the date hereof, Hope Fellowship Ministries, Hope Fellowship Church or an affiliate (the "Hope Party"), as the owner (or on behalf of the owner) of certain real property adjacent to the Property, escrowed funds with the Town (the "Hope Escrow") as security for the construction and completion of certain trail improvements (the "Hope Trails") within the area generally depicted as a 20' Trail Easement (the "Existing Hope Trail Easement") on that certain Final Plat of Hope Fellowship Addition, Lot 1, Block A, recorded as Instrument No. 2023010000338 on August 9, 2023 in the Plat Records of Collin County, Texas (the "Hope Plat"). As of the date hereof, the Town confirms that Forty-Eight Thousand Forty-Eight and 00/100 Dollars (\$48,048.00) remain in the Hope Escrow (the "Hope Escrow Funds"). The Developer shall have the right, in its sole discretion, to elect to construct certain trail improvements within Lot 1, Block A of the Hope Plat (the "Hope Property"), which trail improvements consist of approximately 805 linear feet of 12-foot-wide meandering concrete trail proposed to be located as generally depicted as the "Hope Fellowship Trail Portion" on **Exhibit C** or as such location may be modified as provided herein (subject to any modifications as described herein, the "Hope Trail Improvements"). If Developer elects to construct the Hope Trail Improvements, the Project Trail Improvements and Hope Trail Improvements will be collectively be referred to herein as the "Trail Improvements"; and, if Developer does not elect to construct the Hope Trail Improvements, the term "Trail Improvements" will exclude the Hope Trail Improvements and shall be synonymous with the term Project Trail Improvements. By way of clarification, Developer is not obligated to construct the Hope Trail Improvements and it shall not be a default hereunder or a condition to any development approval for the Property if Developer does not construct the Hope Trail Improvements, or any portion thereof for any reason; however, if Developer does not construct the Hope Trail Improvements, Developer will not be eligible for credit or reimbursement for the Hope

Trail Improvements. If Developer only constructs a portion of the Hope Trail Improvements, then Developer will only be eligible for credit or reimbursement for the portion of the Hope Trail Improvements that Developer constructs. For clarification purposes, the location for the Hope Trail Improvements proposed by Developer on **Exhibit C** is located within a portion of the Existing Hope Trail Easement, but does not fully align with the Existing Hope Trail Easement, primarily due to Developer's effort to avoid damaging certain trees within the Hope Property that would be required if the trail remained within the Existing Hope Trail Easement. If Developer elects to construct the Hope Trail Improvements, the Parties either anticipate seeking to obtain a separate easement that would cover any portion of the Hope Trail Improvements as shown on **Exhibit C** that is not located within the Existing Hope Trail Easement or pursuing a potential amendment to the Hope Plat to revise the Existing Hope Trail Easement to the location of the Hope Trail Improvements as shown on **Exhibit C**. In the instance that Developer or the Town are not able to obtain an amendment of the Hope Plat or otherwise obtain the aforementioned easements, the Parties acknowledge that the Hope Trail Improvements may be located in an alternate location than the location shown on **Exhibit C**. Therefore, notwithstanding the location of the Hope Trail Improvements shown on **Exhibit C**, at Developer's election, Developer may alternatively choose to construct the Hope Trail Improvements (1) within the bounds of the Existing Hope Trail Easement without any further approval by the Town required; or (2) at another location within the Hope Property proposed by Developer, subject to approval of the Town's Director of Parks and Recreation and being able to obtain any necessary third-party easements.

(b) Notwithstanding anything to the contrary set forth herein or in applicable Town ordinances, rules or regulations, the Town agrees that if, in connection with construction of the Hope Trail Improvements, any trees are required to be removed pursuant to the Town approved plans and specifications for construction of the Hope Trail Improvements, Developer may not be required to comply with any applicable tree mitigation requirements. Developer must inform the Town of any tree removal that does not comply with any applicable tree mitigation requirements.

(c) The estimated construction costs for the Hope Trail Improvements are approximately Eighty-Three Thousand Three Hundred Seventeen and 50/100 Dollars (\$83,317.50), as more particularly described in **Exhibit D-2**, attached hereto and incorporated herein for all purposes (the "Estimated Hope Trail Improvements Construction Costs"). As such, if Developer elects to construct the entirety of the Hope Trail Improvements, an amount equal to the entirety of the Hope Escrow Funds will be disbursed to Developer and any remaining Hope Trail Improvements construction costs (in excess of the Hope Escrow Funds) for the Hope Trail Improvements will be credited or reimbursed to Developer in accordance with Paragraph 6. Developer acknowledges and agrees that Town is relying on Developer's engineer's representation and warranty that the Estimated Hope Trail Improvements Construction Costs are as described in **Exhibit D-2**.

## 5. **Easements.**

(a) Prior to or substantially concurrent with the Town's acceptance of the Project Trail Improvements, Developer agrees to convey to the Town pedestrian access easements or sidewalk easements for the portions of the Project Trail Improvements within the bounds of the Property by plat or separate instrument in accordance with applicable Town subdivision ordinances.

(b) Project Third-Party Rights-of-Way and/or Easements. The Parties shall cooperate with each other in obtaining from third parties any and all rights-of-ways and/or easements needed for construction and completion of the Project Trail Improvements (or any portion(s) thereof), including, but not limited to, permanent rights-of-ways and/or easements located adjacent to the Project and located on real property owned by one or more third party(ies) and any requisite or desirable temporary construction easements related to the Project Trail Improvements (the "Project Third-Party Improvement Rights-of-Way and/or Easements" and "Project Third-Party Temporary Construction Easements," respectively), including without limitation such rights-of-way and/or easements for the area depicted on **Exhibit E**, attached hereto and incorporated herein for all purposes, which are necessary or appropriate for timely construction, completion and dedication of the Project Trail Improvements.

(i) Developer's Responsibilities. Developer shall be responsible for any and all costs and expenses associated with acquiring, by purchase or condemnation, all Project Third-Party Improvement Rights-of-Way and/or Easements and Project Third-Party Temporary Construction Easements (collectively, the "Project Third-Party Rights-of-Way and/or Easements"), if any, including, but not limited to, purchase cost, title examination, appraisals, expert fees, attorneys' fees and expenses, engineering fees and expenses, surveying fees and expenses, court costs, commissioners' fees and costs of appeal, if any ("Rights-of-Way and/or Easement Acquisition Fees"); provided that all such costs shall be eligible for credit or reimbursement described in Paragraph 6 below. If requested by the Town, Developer shall, at its sole cost and expense (but subject to credit or reimbursement, as described below), lead all acquisition efforts for the Project Third-Party Rights-of-Way and/or Easements (subject to the Town's obligations in Subparagraph 5(e) herein), including, but not limited to, providing all necessary engineering and surveying support required to obtain the Project Third-Party Rights-of-Way and/or Easements as required for the Project Trail Improvements. Developer shall pay any and all Rights-of-Way and/or Easement Acquisition Fees within thirty (30) calendar days of receiving a written request and supporting invoice from the Town for the same.

(ii) Town's Rights and Responsibilities. The Town will, at Developer's sole cost and expense (but subject to credit or reimbursement, as described below), provide, among any other assistance deemed reasonably necessary by the Town, technical, engineering, legal and administrative assistance, as selected by the Town, to acquire, by purchase or condemnation, the Project Third-Party Rights-of-Way and/or Easements. The Town shall review and

approve any and all documents associated with the Project Third-Party Rights-of-Way and/or Easements required herein. If condemnation proceedings are necessary to secure the Project Third-Party Rights-of-Way and/or Easements, or any portion of such rights-of-way and/or easements (as further set forth in Subparagraph 5(e) below), the Town shall have the right to, at Developer's sole cost and expense (but subject to credit or reimbursement, as described below), take any and all steps the Town deems necessary to initiate said proceedings.

(c) Hope Trail Third-Party Rights-of-Way and/or Easements. If Developer elects to construct the Hope Trail Improvements, the Parties agree to cooperate with each other in obtaining from third parties any and all rights-of-ways and/or easements needed for construction and completion of the Hope Trail Improvements (or any portion(s) thereof), including, but not limited to, permanent rights-of-ways and/or easements located on real property owned by one or more third party(ies) and any requisite or desirable temporary construction easements related to the Hope Trail Improvements (the "Hope Trail Third-Party Improvement Rights-of-Way and/or Easements" and "Hope Trail Third-Party Temporary Construction Easements," respectively). Developer shall be responsible for any and all costs and expenses associated with acquiring, by purchase or condemnation, all Hope Trail Third-Party Improvement Rights-of-Way and/or Easements and Hope Trail Third-Party Temporary Construction Easements (collectively, the "Hope Trail Third-Party Rights-of-Way and/or Easements" and with the Project Third-Party Rights-of-Way and/or Easements, the "Third-Party Rights-of-Way and/or Easements"), if any, including, but not limited to, purchase cost, title examination, appraisals, expert fees, attorneys' fees and expenses, engineering fees and expenses, surveying fees and expenses, court costs, commissioners' fees and costs of appeal, if any related to the same; provided that all such costs shall be eligible for credit or reimbursement described in Paragraph 6 below.

(d) Any requisite Third-Party Right-of-Way and/or Easements shall be filed and recorded prior to the commencement of construction of the applicable portion(s) of the Trail Improvements that are or will be subject to a third party right-of-way or easement, if any (such portion(s) of the Trail Improvements, including the Hope Trail Improvements, the "Offsite Improvements"), unless a right of entry is secured, or a condemnation award is tendered with the registry of the court and/or a right of possession by any other means is obtained on an earlier date, in which event Developer may commence construction of the applicable Offsite Improvements prior to recording of any applicable Third-Party Right-of-Way and/or Easements. For the avoidance of doubt, any rights-of-way or easements to be dedicated or provided by the Developer (rather than a third-party) may be provided as part of the final plat(s) for the Property and are not required to be provided to the Town prior to commencement of construction of the Trail Improvements or any portion thereof.

(e) If the Project Third-Party Rights-of-Way and/or Easements are necessary for the full construction of the Project Trail Improvements and if the Third-Party Rights-of-Way and/or Easements (or any one or more of them) are not obtained, or the Town has not secured the right to possess, in a form reasonably acceptable to the Parties, the land made the subject of the Project Third-Party Rights-of-Way and/or Easements (or any

portion thereof), within ninety (90) days after the Effective Date on terms acceptable to the Parties, then the Town shall commence, and thereafter diligently pursue to completion, condemnation proceedings to obtain such Project Third-Party Rights-of-Way and/or Easements as soon as reasonably possible. Notwithstanding anything to the contrary herein, the Town and Developer agree that the Town may, in its sole discretion, initiate condemnation proceedings prior to the expiration of the ninety (90) days referred to in this Subparagraph 5(e). For the avoidance of doubt, if the Town fails to fulfill its obligations under this Subparagraph 5(e), Developer shall be released from all obligations related to the construction of the Offsite Improvements portion of the Project Trail Improvements, the definition of Project Trail Improvements hereunder shall exclude the Offsite Improvements and the rights of the Developer to the Park Fees Credit & Reimbursement (defined below) for the remaining Project Trail Improvements shall not be affected. By way of clarification, if Developer is not able to obtain any of the Hope Trail Third-Party Rights-of-Way and/or Easements, Developer may choose not to construct the Hope Trail Improvements (or applicable portion thereof), in its discretion, or may construct the Hope Trail Improvements in a different location as contemplated in Subparagraph 4(a) herein.

#### 6. Trail Improvements Credits & Reimbursement.

(a) Provided Developer completes or causes the completion of Trail Improvements in accordance with this Agreement, Developer shall receive credits against the Park Fees due for development within the Property ("Park Fee Credit") or reimbursements for any amount of the Park Fees already paid for development within the Property (the "Park Fee Reimbursement", and collectively with the Park Fee Credit, the "Park Fees Credit & Reimbursement") in a total amount equal to (i) the full amount of the actual construction costs associated with the Project Trail Improvements that will be reimbursed in full to Developer, shown on **Exhibit B-1**; (ii) the actual construction costs associated with the Project Trail Improvements shown on **Exhibit B-2** less the construction costs of a standard width sidewalk for each portion of such trail, as applicable, based on the Town's baseline design standard for the type of street each respective portion of trail is located along or adjacent to (as further described herein) (the "Trail Upsize Costs"); and (iii) the amount of the actual construction costs of the Hope Trail Improvements in excess of \$48,048.00 (which \$48,048.00 will be reimbursed to Developer via separate funds as provided in Subparagraph 6(b) below) ((i), (ii) and (iii) collectively, the "Credit/Reimbursement Amount"). For purposes of calculating the Trail Upsize Costs for subparagraph 6(a)(ii) herein, the Town's baseline design standard is that a standard width sidewalk is five feet (5') on residential streets and residential collector streets, and six feet (6') on major and minor thoroughfares (in this case specifically, interim major thoroughfare 4/6LD, minor thoroughfare 4LD, and major thoroughfare 6LD). The portions of the Project Trail Improvements located on a residential street versus residential collector street versus a major thoroughfare or minor thoroughfare are identified on **Exhibit B-2** herein.

**Exhibit D-1** herein shows how to calculate the Trail Upsize Costs based on the standard width sidewalk for each portion of such trails and an estimate of the combined total credit or reimbursement for subparagraphs 6(a)(i) and 6(a)(ii) herein. The estimates

shown on **Exhibit D-1** are for illustration purposes and shall not limit the Credit/Reimbursement Amount, which will be based on actual construction costs. The estimated total Project Trail Improvements construction costs are approximately One Million Ninety-One Thousand Four Hundred Seven and 50/100 Dollars (\$1,091,407.50), as more particularly described in **Exhibit D-1**, attached hereto and incorporated herein for all purposes. Out of the total estimate, the estimated amount of credit or reimbursement of Park Fees for the Project Trail Improvements construction costs (representing Subparagraphs 6(a)(i) and 6(a)(ii) herein) is approximately Five Hundred Thirty-Five Thousand Nine Hundred Thirty-Three and 75/100 Dollars (\$535,933.75), as more particularly described in **Exhibit D-1**, attached hereto and incorporated herein for all purposes (the “Estimated Reimbursable Project Trail Improvements Construction Costs”). The estimated amount of credit or reimbursement of Park Fees for the Hope Trail Improvements is Thirty-Five Thousand Two Hundred Sixty-Nine and 50/100 Dollars (\$35,269.50) (which represents the estimated amount of construction costs for the Hope Trail in excess of the Hope Escrow Funds).

By way of clarification, if the Trail Improvements are completed prior to collection of Park Fees, then Developer will receive the Park Fee Credit, and if the Trail Improvements are completed after collection of Park Fees, then Developer will receive the Park Fee Reimbursement. The Town will apply the Park Fee Credit or Park Fee Reimbursement, as applicable, to the Park Improvement Fee first. If the total Credit/Reimbursement Amount is greater than the Park Improvement Fee, then the Town shall apply the remaining Park Fee Credit or Park Fee Reimbursement, as applicable, to the Park Fee In Lieu. The Town will provide the Developer with the Park Fees Credit & Reimbursement within thirty (30) days following the date Developer has provided the Town with Evidence of Payments (hereinafter defined) evidencing any Trail Improvement Costs in accordance with Subparagraph 6(c) herein. For the avoidance of doubt, the Park Fees Credit & Reimbursement is not limited by the Estimated Reimbursable Project Trail Construction Costs and, if applicable, the Estimated Hope Trail Improvements Construction Costs, which are being provided for informational purposes. The phrase “construction costs” as used throughout this Agreement shall include design costs, construction costs (including but not limited to all costs for labor, supplies and materials), including without limitation costs for trail pavement and construction of any Barrier Free Ramps; engineering costs; surveying costs; costs for any easements (including without limitation the Third-Party Rights-of-Way and/or Easements); landscape architecture fees and costs; inspection fees; maintenance bonds; staking costs; geotechnical materials testing associated with the Trail Improvements or any portion thereof; and any other costs not listed herein but shown on **Exhibit D-1** and, as applicable, **Exhibit D-2**.

(b) Provided Developer completes or causes the completion of the Hope Trail Improvements, the Town shall provide Developer with a payment equal to the amount of the *actual* construction costs for the Hope Trail Improvements up to \$48,048.00, or a direct disbursement of the Hope Escrow Funds equal to the same amount (the “Escrow Disbursement”). The Town shall provide the Escrow Disbursement within thirty (30) days following the date Developer has provided the Town with the Evidence of Payments evidencing the Trail Improvement Costs attributable to the Hope Trail Improvements. For

the avoidance of doubt, any actual construction costs for the Hope Trail Improvements in excess of \$48,048.00 will be credited or reimbursed to Developer in accordance with Subparagraph 6(a) above. For illustrative purposes, please see the chart below for the allocation of funds for credit or reimbursement, as applicable, of the Hope Trail Improvements; provided that the Credit/ Reimbursement Amount is not limited by such estimate.

<i>Estimated</i> construction costs for the Hope Trail Improvements	\$83,317.50
Amount to be reimbursed from the Hope Escrow Funds	(\$48,048.00)
Amount <i>estimated</i> to be reimbursed as part of the Park Fees Credit & Reimbursement	(\$35,269.50)

(c) Prior to receiving any credit or reimbursement described in this Paragraph 6 or any applicable disbursement(s) of the Hope Escrow Funds, Developer shall tender to Town evidence, in a form(s) reasonably acceptable to Town, that all of the actual construction costs of the Trail Improvements that Developer is seeking credit or reimbursement for (the “Trail Improvement Costs”) have been paid by or on behalf of Developer, including but not limited to, Affidavits of Payment/Affidavits as to Debts and Liens and any other evidence reasonably required by Town evidencing payment of construction costs (the “Evidence of Payment(s)”).

(d) **NOTWITHSTANDING ANYTHING TO THE CONTRARY HEREIN, TOWN SHALL NOT BE OBLIGATED TO PROVIDE THE PROPERTY WITH THE PARK FEES CREDIT & REIMBURSEMENT FOR ANY CONSTRUCTION COSTS ASSOCIATED WITH THE TRAIL IMPROVEMENTS UNLESS AND UNTIL DEVELOPER PROVIDES THE EVIDENCE OF PAYMENT(S) EVIDENCING THE TRAIL IMPROVEMENT COSTS IN ACCORDANCE WITH SUBPARAGRAPH 6(c) HEREIN.**

**7. Trail Improvements Maintenance Obligations.**

(a) Upon completion of the Project Trail Improvements, Developer will dedicate the Project Trail Improvements to the Town and will dedicate pedestrian access easements or sidewalk easements for the Project Trail Improvements on the final plat(s) for the Property or via separate instrument. From and after completion of the Project Trail Improvements, or any portion thereof, the Town will be responsible for all maintenance, repair and operation of the Project Trail Improvements, including costs related thereto; provided that, except for any area within the Park Property (which will be the Town’s maintenance responsibility in accordance with Paragraph 8 herein), the HOA (as defined below) will be responsible for maintaining the area *around* the trail, including mowing any grass in accordance with the applicable HOA governing documents. Developer will secure or shall cause its contractor to secure a maintenance bond that guarantees payment of the costs of any repairs that may become necessary to any part of the construction work performed in connection with the Project Trail Improvements, arising

from defective workmanship or materials used therein, for a period of two (2) years from the date of the Town's acceptance of the Project Trail Improvements.

(b) If Developer elects to complete the Hope Trail Improvements, upon completion, the Town agrees to accept the Hope Trail Improvements and will be responsible for all maintenance, repair and operation of the Hope Trail Improvements, including costs related thereto.

8. **Town's Park Property Obligations.** From and after Developer's conveyance of the Park Property to the Town, the Town shall own the Park Property and will be responsible in perpetuity for all maintenance, repairs, upkeep, renovation, replacement and operation costs and expenses of the Park Property together with any improvements thereto (including without limitation landscaping). The Town will be responsible for any use of or activities occurring within the Park Property.

9. **Assignment.** Developer shall have the right to assign this Agreement, in whole or in part (from time to time without the consent of the Town, but upon written notice to the Town) including any obligation, right, title, or interest of Developer under this Agreement, to (i) any person or entity that is or will become an owner of all or any portion of the Property; (ii) any homeowners' association, property owners' association or similar entity applicable to the Property or any portion thereof (each an "HOA"); or (iii) any entity that is controlled by, controlling or under common control with Developer (each such person or entity, an "Assignee"). Each assignment shall be in writing executed by Developer and the Assignee and shall obligate the Assignee to be bound by this Agreement to the extent of any rights so assigned. A copy of each assignment shall be provided to the Town. Provided that an Assignee assumes the liabilities, responsibilities, and obligations of the assignor under this Agreement, the assigning party will be released from any rights and obligations under this Agreement as to the Property (or portion thereof) that is the subject of such assignment, effective upon receipt of the assignment by the Town. No assignment by Developer shall release Developer from any liability that resulted from an act or omission by Developer that occurred prior to the effective date of the assignment. Except for an assignment permitted by Subparagraphs 9(i), 9(ii) or 9(iii) above, Developer may not assign this Agreement without the Town's prior consent, which shall not be unreasonably withheld, conditioned or delayed. As to the sale of land by Developer to any party to whom this Agreement has not been assigned, in whole or in part, the purchaser thereof shall have no rights or obligations under this Agreement and this Agreement shall not apply with respect to such land.

10. **Default.** Prior to the exercise of any remedy by the Town or Developer due to a default by either of the Parties, (i) the non-defaulting party shall deliver a written notice to the defaulting party formally notifying in reasonable detail the defaulting party of its default, and (ii) the default(s) identified in the default notice shall not be a default hereunder and the non-defaulting party shall not exercise any remedy if the default is cured within forty-five (45) days following the defaulting party's receipt of such default notice; provided, however, that if such default is non-monetary and cannot reasonably be cured within such forty-five (45) day period, the defaulting party may have a reasonable period of time to cure such default if the defaulting party commences action to cure such

default within such period of forty-five (45) days and thereafter diligently proceeds to cure such default (the “Cure Period”). For the avoidance of doubt, a Party shall not be in default under this Agreement if, within the Cure Period, such Party begins performance and thereafter diligently and continuously pursues performance until the alleged failure has been cured. Notwithstanding anything to the contrary, the Parties agree that if a Developer default is not cured within the Cure Period, the sole and exclusive remedy of the Town will be to terminate this Agreement. In the event Town fails to cure a default within the Cure Period, Developer may seek specific enforcement of this Agreement, terminate this Agreement or pursue any other remedies available at law or in equity. In the event this Agreement is terminated pursuant to this paragraph, the Parties will not have any further rights, duties or obligations under this Agreement, except that any obligations or liabilities that accrued prior to the date of termination will survive.

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

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

13. **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.

14. **Covenant Running with Land; Binding Agreement.** This Agreement shall be a covenant running with the land and the Property and shall be binding upon the Parties and each Party’s respective officers, directors, partners, employees, representatives, agents, successors, assignees, vendors, grantees and/or trustees, subject to Paragraph 9 herein. In addition, the Parties shall cause this Agreement to be filed in the Real Property Records of Collin County, Texas.

15. **Notices.** Any notice provided or permitted to be given under this Agreement must be in writing and may be served by (i) 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; (ii) by electronic mail; (iii) by delivering the same in person to such Party via a hand-delivery service that provides a return receipt showing the actual date of delivery of the same to the addressee; or (iv) any overnight courier service such as Federal Express that provides a return receipt showing the date of actual delivery of same to the addressee thereof. Notice given in accordance with (i), (iii) or (iv) herewith shall be effective upon receipt at the address of the addressee. Notice given in

accordance with (ii) herewith shall be effective upon receipt at the address of the addressee if given by 5:00 pm CT on a business day; otherwise, notice will be effective on the next business day. For purposes this Agreement a "business day" is a day that is not a Saturday, Sunday, federal holiday or holiday in the State of Texas. For purposes of notice, the addresses of the Parties shall be as follows:

If to Town, addressed to it at:

Town of Prosper  
ATTN: Town Manager  
P. O. Box 307  
250 W. First Street  
Prosper, Texas 75078  
Telephone: (972) 346-2640  
E-mail: mcanizares@prospertx.gov

With a copy to:

Brown & Hofmeister, L.L.P.  
ATTN: Terrence S. Welch, Esq.  
740 E. Campbell Road, Suite 800  
Richardson, TX 75081  
Telephone: (214) 747-6104  
E-mail: twelch@bhlaw.net

If to Developer, addressed to it at:

Toll Southwest LLC  
c/o Toll Brothers  
ATTN: Mike Boswell, Vice President, Land Development  
2555 SW Grapevine Parkway, Suite 100  
Grapevine, TX 76051  
E-mail: mboswell@tollbrothers.com

With a copy to:

Winstead PC  
ATTN: Laura Hoffmann  
2728 N. Harwood Street  
Suite 500  
Dallas, Texas 75201  
E-mail: lhoffmann@winstead.com

16. **Prevailing Party.** In the event any person initiates or defends any legal action or proceeding to enforce or interpret any of the terms of this Agreement, the prevailing party in any such action or proceeding shall be entitled to recover its reasonable costs and attorney's fees (including its reasonable costs and attorney's fees on any appeal).

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

18. **Effect of Recitals.** The recitals contained in this Agreement: (a) are true and correct as of the Effective Date; (b) form the basis upon which the Parties negotiated and entered into this Agreement; (c) are legislative findings of the Town Council; and (d) reflect the final intent of the Parties with regard to the subject matter of this Agreement. In the event it becomes necessary to interpret any provision of this Agreement, the intent of the Parties, as evidenced by the recitals, shall be taken into consideration and, to the maximum extent possible, given full effect. The Parties have relied upon the recitals as part of the consideration for entering into this Agreement and, but for the intent of the Parties reflected by the recitals, would not have entered into this Agreement.

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

20. **Counterparts.** This Agreement may be executed in a number of identical counterparts, each of which shall be deemed an original for all purposes. An electronic mail or facsimile signature will also be deemed to constitute an original if properly executed and delivered to the other Party.

21. **Entire Agreement.** This Agreement contains the entire agreement between the Parties hereto with respect to the subject matter hereof 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.

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

23. **Force Majeure.** It is expressly understood and agreed by the Parties to this Agreement that, except for monetary obligations (e.g., payment of a reimbursement or credit), if the performance of any obligations hereunder is delayed by reason of war; civil commotion; acts of God; strike; inclement weather; shortages or unavailability of labor, supplies, or materials; incidence of disease or other illness that reaches outbreak, epidemic, or pandemic proportions or other causes affecting the area in which the Property is located; utility failures or delays; or other circumstances that are reasonably beyond the control of the Party obligated or permitted under the terms of this Agreement to do or perform the same, regardless of whether any such circumstance is similar to any of those enumerated or not, the Party so obligated or permitted shall be excused from

doing or performing the same during such period of delay, so that the time period applicable to such obligation or performance requirement and any applicable completion deadline shall be extended for a period of time equal to the period such Party was delayed ("Force Majeure").

24. **Conflicts.** In the event of any conflict between this Agreement and any other ordinance, rule, regulation, standard, policy, order, guideline or other Town-adopted or Town-enforced requirement, this Agreement shall control.

25. **Authority to Execute.** The Agreement shall become a binding obligation on the Parties upon execution by all signatories hereto. The Town warrants and represents that the individual executing this Agreement on behalf of the Town has full authority to execute this Agreement and bind the Town to the same. Developer warrants and represents that the individual executing this Agreement on behalf of Developer has full authority to execute this Agreement and bind Developer to the same. This Agreement is and shall be binding upon the Parties and their respective successors, heirs, assigns, grantees, vendors, trustees and representatives.

26. **Mediation.** The Parties shall attempt in good faith to resolve any disagreement or conflict concerning this Agreement, including but not limited to any disagreement or conflict concerning the interpretation of this Agreement. Either Party may initiate negotiations to resolve such a disagreement or conflict by providing written Notice to the other Party (the "Initial Notice"), setting forth the subject of the conflict and the proposed solution. In the event such disagreement cannot be resolved by the Parties hereto within sixty (60) days of the receiving Party's receipt of the Initial Notice, the Parties agree to submit such disagreement to nonbinding mediation before a single mediator mutually agreed upon by the Parties who has had at least ten (10) years' relevant experience in the commercial real estate industry. If within fifteen (15) days after the date of mediation, the Parties have not reached agreement on resolution of the conflict or disagreement, then either Party may pursue any applicable remedies allowed in accordance with the terms of this Agreement.

27. **Indemnification.** FROM THE EFFECTIVE DATE OF THIS AGREEMENT TO THE DATE ON WHICH ALL WORK WITH RESPECT TO THE TRAIL IMPROVEMENTS IS COMPLETED AND ALL TRAIL IMPROVEMENTS, HAVE BEEN ACCEPTED BY THE TOWN (WHICH ACCEPTANCE WILL NOT BE UNREASONABLY WITHHELD, CONDITIONED OR DELAYED), DEVELOPER, INDIVIDUALLY AND ON BEHALF OF ITS RESPECTIVE OFFICERS, DIRECTORS, PARTNERS, EMPLOYEES, REPRESENTATIVES, AGENTS, SUCCESSORS, ASSIGNEES, VENDORS, GRANTEES AND/OR TRUSTEES, DOES HEREBY AGREE TO RELEASE, DEFEND, INDEMNIFY AND HOLD HARMLESS THE TOWN AND ITS ELECTED AND APPOINTED OFFICIALS, OFFICERS, EMPLOYEES AND AGENTS (EACH AN "INDEMNIFIED PARTY") FROM AND AGAINST ALL DAMAGES, INJURIES (INCLUDING DEATH), CLAIMS, PROPERTY DAMAGES (INCLUDING LOSS OF USE) LOSSES, DEMANDS, SUITS, JUDGMENTS AND COSTS, INCLUDING REASONABLE ATTORNEY'S FEES AND EXPENSES (INCLUDING ATTORNEY'S FEES AND EXPENSES INCURRED IN ENFORCING THIS INDEMNITY), CAUSED BY

THE NEGLIGENT, GROSSLY NEGLIGENT, AND/OR INTENTIONAL ACT AND/OR OMISSION OF THE APPLICABLE DEVELOPER, ITS OFFICERS, DIRECTORS, PARTNERS, EMPLOYEES, REPRESENTATIVES, AGENTS, OR ANY OTHER THIRD PARTIES FOR WHOM SUCH DEVELOPER IS LEGALLY RESPONSIBLE, IN ITS/THEIR PERFORMANCE OF THIS AGREEMENT, INCLUDING BUT NOT LIMITED TO, THE CONSTRUCTION OF THE TRAIL IMPROVEMENTS CONTEMPLATED HEREIN (HEREINAFTER "CLAIMS"). DEVELOPER IS EXPRESSLY REQUIRED TO DEFEND THE TOWN AGAINST ALL SUCH CLAIMS ARISING UNDER THIS AGREEMENT, AND THE TOWN IS REQUIRED TO REASONABLY COOPERATE AND ASSIST DEVELOPER IN PROVIDING SUCH DEFENSE. NOTWITHSTANDING THE FOREGOING, NO INDEMNIFICATION IS GIVEN HEREUNDER FOR ANY ACTION, DAMAGE, CLAIM, LOSS OR EXPENSE DETERMINED BY A COURT OF COMPETENT JURISDICTION TO BE ATTRIBUTABLE TO THE WILLFUL MISCONDUCT OR SOLE NEGLIGENCE OF ANY INDEMNIFIED PARTY, AND IN THE EVENT OF CONCURRENT FAULT OR NEGLIGENCE OF THE PARTIES, LIABILITY, IF ANY, WILL BE ALLOCATED COMPARATIVELY IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS.

28. **Approval of Counsel.** In its reasonable discretion, the Town shall have the right to approve counsel to be retained by Developer in fulfilling its obligation under Paragraph 27 hereunder to defend and indemnify the Town. The Town reserves the right to provide a portion or all of its' own defense, at its sole cost; however, the Town is under no obligation to do so. Any such action by the Town is not to be construed as a waiver of Developer's obligation to defend the Town or as a waiver of Developer's obligation to indemnify the Town pursuant to Paragraph 27 of this Agreement. Developer shall retain Town-approved defense counsel within fifteen (15) business days' of the Town's written notice that the Town is invoking its right to indemnification under this Agreement.

29. **Survival.** Paragraph 27, "Indemnification," shall survive the termination of this Agreement.

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

31. **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.

32. **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.

33. **Rough Proportionality.** Developer hereby agrees that any land or property donated and/or dedicated pursuant to this Agreement, whether in fee simple or otherwise, to the Town relative to any development on the Property is (after receiving all contractual offsets, credits and reimbursements) roughly proportional to the need for such land and (after receiving all contractual offsets, credits and reimbursements) Developer hereby waives any claim therefor that it may have. Developer further acknowledges and agrees that all prerequisites to such a determination of rough proportionality have been met, and that any costs incurred relative to said donation are related both in nature and extent to the impact of the development referenced herein. Both Developer (after receiving all contractual offsets, credits and reimbursements) and the Town further agree to waive and release all claims one may have against the other related to any and all rough proportionality and individual determination requirements mandated by the United States Supreme Court in *Dolan v. City of Tigard*, 512 U.S. 374 (1994), and its progeny, as well as any other requirements of a nexus between development conditions and the provision of trails for the Property.

34. **Estoppel.** Any Party shall, at any time upon reasonable request by any other Party, provide an estoppel certificate or similar document evidencing that this Agreement is in full force and effect, that no event of default exists hereunder (or, if appropriate, specifying the nature and duration of any existing default and the steps required to cure the same), and/or any other improvements or obligations set forth in this Agreement.

35. **Attorney's Fees.** Developer agrees to pay, or cause to be paid, to Prosper any attorney's fees charged to Prosper by Prosper's legal counsel for, among other things, legal review and revision of this Agreement and any resolutions needed for approval of this Agreement, negotiations and discussions with Developer's attorney and the provision of advice to applicable Prosper Town Staff and the Prosper Town Council, in an amount not to exceed \$2,000 within thirty (30) days upon receipt of an invoice of same from Prosper.

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

37. **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 hereto have caused this document to be executed as of the date first above written.

**[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK; SIGNATURE PAGES FOLLOW]**

**THE TOWN OF PROSPER, TEXAS**

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

Name: Mario Canizares

Title: Town Manager

**STATE OF TEXAS        )**

**)**

**COUNTY OF COLLIN    )**

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

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

**Toll Southwest LLC,**  
a Delaware limited liability company

By: \_\_\_\_\_  
Name: David M. "Mike" Boswell  
Title: Vice President of Land Development

**STATE OF TEXAS**           §  
  §  
**COUNTY OF \_\_\_\_\_**   §

Before me, the undersigned authority, a notary public in and for the State of Texas, on this day personally appeared David M. "Mike" Boswell, Vice President of Land Development, of Toll Southwest LLC, a Delaware limited liability company, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purpose and consideration therein expressed, and in the capacity therein stated, on behalf of such entity.

Given under my hand and seal of office this \_\_\_\_\_ day of \_\_\_\_\_, 2026.

\_\_\_\_\_  
Notary public in and for the State of \_\_\_\_\_  
My commission expires: \_\_\_\_\_

## **EXHIBIT A-1**

### **Tract 1 Property Legal Description**

**SITUATED** in the Town of Prosper, County of Collin, State of Texas, being a part of the Collin County School Land Survey, Abstract No. 147, being a part of the 221.617 acre tract conveyed by Special Warranty Deed from Legacy Estates At Prosper Trail, Inc. to BGY Prosper 221, LLC on November 17, 2017, as recorded in Instrument No. 20171121001544530, Official Public Records, Collin County, Texas, being more particularly described by metes and bounds as follows, to-wit:

**BEGINNING** at a 5/8 inch rebar found in the South right-of-way line of Frontier Parkway, a public street, at the most Northern Northeast corner of the 120.5159 acre tract of land conveyed to Legacy Frontier, LLC, recorded in Instrument No. 20150203000121210, said Official Public Records, and the most Northern Northwest corner of both said BGY Prosper 221, LLC 221.617 ac. and the herein described tract;

**THENCE** North 89 deg. 27 min. 08 sec. East, with the South right-of-way line of said Frontier Parkway and the a North line of said BGY Prosper 221, LLC 221.617 ac., a distance of 2,857.13 ft. to a 1/2 inch capped rebar found, stamped "Peiser & Mankin" at the Northwest corner of the 34.557 acre tract of land conveyed to Urban Heights at Frontier, LLC, recorded in Instrument No. 2022000131196, said Official Public Records and the most Northern Northeast corner of both said BGY Prosper 221, LLC 221.617 ac. and the herein described tract;

**THENCE** South 00 deg. 45 min. 19 sec. East, with the West line of said Urban Heights 34.557 ac. and BGY Prosper 221, LLC 221.617 ac., a distance of 1,325.77 ft. to a 1/2 inch capped rebar found, stamped "RPLS 6585" at the Northwest corner of the 34.709 acre tract of land conveyed to AABVC-DNT-WEST-FRT, LP, recorded in Instrument No. 20210820001693210, said Official Public Records, the Southwest corner of said Urban Heights at Frontier, LLC 34.557 ac. and an angle point of the herein described tract;

**THENCE** South 00 deg. 45 min. 51 sec. East, with the West line of said AABVC-DNT-WEST-FRT 34.709 ac. and BGY Prosper 221, LLC 221.617 ac., a distance of 1,053.43 ft. to a 1/2 inch capped rebar set, stamped "RPLS 6578" at the most Eastern Southeast corner of the herein described tract, **SAID** rebar bears North 00 deg. 45 min. 48 sec. West, 271.18 ft. from a 5/8 inch capped rebar found, stamped "Manhard" at the Southwest corner of said AABVC-DNT-WEST-FRT 34.709 ac.;

**THENCE** Westerly, Northerly and Southerly, over and across said BGY Prosper 221, LLC 221.617 ac., the following calls and distances:

1. South 89 deg. 14 min. 22 sec. West, a distance of 54.50 ft. to a point at a Southwest corner of the herein described tract;

2. North 00 deg. 45 min. 38 sec. West, a distance of 110.00 ft. to an Ell corner of the herein described tract;
3. South 89 deg. 14 min. 22 sec. West, a distance of 25.00 ft. to an Ell corner of the herein described tract;
4. South 00 deg. 45 min. 38 sec. East, a distance of 125.89 ft. to a point at a Southeast corner of the herein described tract;
5. South 89 deg. 15 min. 02 sec. West, a distance of 130.00 ft. to a point at a Southwest corner of the herein described tract ;
6. North 00 deg. 45 min. 38 sec. West, a distance of 7.75 ft. to an Ell corner of the herein described tract;
7. South 89 deg. 14 min. 22 sec. West, a distance of 50.00 ft. to an Ell corner of the herein described tract;
8. South 00 deg. 45 min. 38 sec. East, a distance of 9.18 ft. to a point;
9. South 46 deg. 02 min. 41 sec. West, a distance of 12.22 ft. to a point at the beginning of said curve;
10. Northwesterly, with a curve to the right, having a central angle of 1 deg. 17 min. 01 sec., a radius of 769.99 ft. (chord bears North 86 deg. 09 min. 46 sec. West, 17.25 ft.), an arc distance of 17.25 ft. to a point at the end of said curve;
11. North 85 deg. 31 min. 16 sec. West, a distance of 103.54 ft. to a 1/2 inch capped rebar set, stamped "RPLS 6578" at the most Southern Southeast corner of the 13.038 acre tract of land conveyed to Prosper Independent School District, recorded in Instrument No. 20200817001343650, Official Public Records, (*formerly a part of the BGY Prosper 221, LLC 221.617 ac.*) and the most Southerly Southwest corner of the herein described tract;

**THENCE** Northerly, Easterly, Westerly and Southerly with the East, North and West lines of said Prosper ISD 13.038 ac., the following calls and distances:

1. North 00 deg. 51 min. 37 sec. West, a distance of 135.99 ft. to a 5/8 inch rebar found at the beginning of curve;
2. Northeasterly, with a curve to the right, having a central angle of 7 deg. 59 min. 26 sec., a radius of 861.00 ft. (chord bears North 03 deg. 13 min. 58 sec. East, 119.98 ft.), an arc distance of 120.08 ft. to a 5/8 inch capped rebar found, stamped "TNP" at the beginning of a reverse curve;

3. Northeasterly, with a curve to the left, having a central angle of 7 deg. 59 min. 26 sec., a radius of 169.00 ft. (chord bears North 03 deg. 13 min. 58 sec. East, 23.55 ft.), an arc distance of 23.57 ft. to a 5/8 inch capped rebar found, stamped "TNP";
4. North 00 deg. 45 min. 45 sec. West, a distance of 271.36 ft. to a 1/2 inch rebar found at an Ell corner of said Prosper ISD 13.038 ac. and a Northwest corner of the herein described tract;
5. North 89 deg. 14 min. 15 sec. East, a distance of 130.00 ft. to a 5/8 inch rebar found at the most Eastern Southeast corner of said Prosper ISD 13.038 ac. and an Ell corner of the herein described tract;
6. North 00 deg. 45 min. 45 sec. West, a distance of 48.74 ft. to a 5/8 inch rebar found;
7. North 08 deg. 40 min. 57 sec. West, a distance of 59.23 ft. to a 5/8 inch rebar found at the beginning of curve;
8. Northwesterly, with a curve to the right, having a central angle of 6 deg. 05 min. 52 sec., a radius of 325.00 ft. (chord bears North 03 deg. 48 min. 41 sec. West, 34.57 ft.), an arc distance of 34.59 ft. to a 5/8 inch capped rebar found, stamped "TNP";
9. North 00 deg. 45 min. 45 sec. West, a distance of 32.21 ft. to a 5/8 inch rebar found at the Northwest corner of said Prosper ISD 13.038 ac. and an Ell corner of the herein described tract;
10. South 89 deg. 14 min. 15 sec. West, a distance of 935.00 ft. to a 5/8 inch capped rebar found, stamped "TNP" at the Northwest corner of said Prosper ISD 13.038 ac. and an Ell corner of the herein described tract;
11. South 00 deg. 45 min. 45 sec. East, a distance of 404.64 ft. to a 1/2 inch capped rebar set, stamped "RPLS 6578" at the beginning of said curve;
12. Southeasterly, with a curve to the left, having a central angle of 20 deg. 38 min. 16 sec., a radius of 270.00 ft. (chord bears South 11 deg. 07 min. 55 sec. East, 96.73 ft.), an arc distance of 97.25 ft. to a 1/2 inch capped rebar set, stamped "RPLS 6578" at a Southeast corner of the herein described tract;

**THENCE** Westerly and Southerly, over and across said BGY Prosper 221, LLC 221.617 ac., the following calls and distances:

1. South 67 deg. 41 min. 17 sec. West, a distance of 60.01 ft. to a point at the beginning of curve;

2. Southeasterly, with a curve to the right, having a central angle of 27 deg. 01 min. 05 sec., a radius of 330.00 ft. (chord bears South 27 deg. 01 min. 05 sec. East, 63.245 ft.), an arc distance of 63.34 ft. to a point at the end of said curve;

3. South 89 deg. 12 min. 50 sec. West, a distance of 124.41 ft. to a in an Easterly line of of said Legacy Frontier, LLC 120.5159 ac., the Ell corner of said BGY Prosper 221, LLC 221.617 ac. and a Southwest corner of the herein described tract;

**THENCE** North 01 deg. 14 min. 52 sec. West, with an East line of said Legacy Frontier, LLC 120.5159 ac. and a West line of said BGY Prosper 221, LLC 221.617 ac., a distance of 1,105.02 ft. to a 1/2 inch capped rebar found, stamped “Peiser & Mankin” at the most Eastern Northeast corner of said Legacy Frontier, LLC 120.5159 ac. and an Ell corner of both said BGY Prosper 221, LLC 221.617 ac. and the herein described tract;

**THENCE** South 89 deg. 11 min. 54 sec. West, with a North line of said Legacy Frontier, LLC 120.5159 ac. and a South line of said BGY Prosper 221, LLC 221.617 ac., a distance of 1,532.96 ft. to a 1/2 inch capped rebar set, stamped “RPLS 6578” at an Ell corner of said Legacy Frontier, LLC 120.5159 ac. and the most Western Southwest corner of both said BGY Prosper 221, LLC 221.617 ac. and the herein described tract;

**THENCE** North 00 deg. 00 min. 34 sec. West, with an East line of said Legacy Frontier, LLC 120.5159 ac. and a West line of said BGY Prosper 221, LLC 221.617 ac., a distance of 1,155.80 ft. to the **PLACE OF BEGINNING** and containing **99.343 ACRES** of land.

[Property description continues on the following pages.]

**Tract 2**  
**Property Legal Description**

***Helvey-Wagner Surveying, Inc.***

222 West Main Street · Denison, Texas 75020  
Ph: (903) 463-6191 · Email: kate@helveywagnersurveying.net  
Texas Board of Engineers and Land Surveyors Firm Registration No. 10088100  
*Billy F. Helvey, RPLS No. 4488 – Kate A. Wagner, RPLS No. 6578*

**FIELD NOTES**  
**37.554 Acres**

**SITUATED** in the Town of Prosper, County of Collin, State of Texas, being a part of the Collin County School Land Survey, Abstract No. 147, being a part of the 76.131 acre tract conveyed by Special Warranty Deed from West Prosper 76, Ltd. to BGY Prosper 221, LLC on December 15, 2017, as recorded in Instrument No. 20171222001687580, Official Public Records, Collin County, Texas, being more particularly described by metes and bounds as follows, to-wit:

**BEGINNING** at a 5/8 inch rebar found in the South line of the 120.5159 acre tract of land conveyed to Legacy Frontier, LLC, recorded in Instrument No. 20150203000121210, said Official Public Records, at the Northeast corner of the 38.572 acre tract of land conveyed to Prosper Independent School District, recorded in Instrument No. 20200817001344070, said Official Public Records, (formerly a part of said BGY Prosper 221, LLC 76.131 ac.) and the most Northern Northwest corner of the herein described tract;

**THENCE** North 89 deg. 12 min. 45 sec. East, with the South line of said Legacy Frontier, LLC 120.5159 ac. and the North line of said BGY Prosper 221, LLC 76.131 ac., a distance of 645.55 ft. to a 1/2 inch capped rebar set, stamped "RPLS 6578" at the Northeast corner of said BGY Prosper 221, LLC 76.131 ac. the herein described tract and a Northwest corner of the remainder of the 221.617 acre tract of land conveyed to BGY Prosper 221, LLC in Inst. No. 20171121001544530, said Official Public Records, **FROM** which a 60D nail found at the East base of a 5 inch bois d'arc corner post at an Ell corner of said BGY Prosper 221, LLC 221.617 ac. bears North 89 deg. 12 min. 45 sec. East, 1,063.53 ft.;

**THENCE** South 01 deg. 49 min. 26 sec. West, with the East line of said BGY Prosper 221, LLC 76.131 ac., passing the Northwest corner of Lot 3, Block H of Legacy Gardens, Phase 1, to the Town of Prosper, Collin County, Texas as recorded in Volume 2019, Page 619, Map Records, Collin County, Texas, continuing now with the West line of said Block H, Legacy Gardens, passing a 5/8 inch rebar found, stamped "Jones Cater" at a distance of 1,051.26 ft., continuing on and passing a "X" found in concrete wall a distance of 1,151.26 ft. at the Southwest corner of Lot 1, said Block H and continuing on said course for a **TOTAL** distance of 1,657.83 ft. to a point in the North line of the 18.15 acre tract of land conveyed to Hope Fellowship Ministries in Inst. No. 20200227000279210, said Official Public Records, at the Southwest corner of Lot 5, Block D, said Legacy Gardens, Phase 1 and the Southeast corner of both said BGY Prosper 221, LLC 76.131 ac. and the herein described tract;

**THENCE** Westerly, along the South line of said BGY Prosper 221, LLC 76.131 ac., the following calls and distances:

1. South 89 deg. 24 min. 46 sec. West, a distance of 77.37 ft. to a ¾ inch rebar found at the Northwest corner of said Hope Fellowship Ministries 18.15 ac. and the Northeast corner of the 8.769 acre tract of land (Tract 2) conveyed to Avicenna Management, LLC in Inst. No. 20220208000214910, said Official Public Records;
2. South 88 deg. 14 min. 28 sec. West, a distance of 42.05 ft. to a ½ inch rebar found;
3. North 89 deg. 23 min. 41 sec. West, a distance of 625.70 ft. to a ½ inch capped rebar set, stamped "RPLS 6578";
4. South 86 deg. 03 min. 36 sec. West, a distance of 347.43 ft. to a ½ inch rebar found;
5. South 89 deg. 20 min. 49 sec. West, a distance of 55.52 ft.;
6. South 88 deg. 42 min. 58 sec. West, a distance of 185.12 ft. to a 4 inch pipe corner post at the Northwest corner of the 3.043 acre tract of land conveyed to Daystar Landscapes, Inc. in Inst. No. 20211019002128100, said Official Public Records and the Northeast corner of the 5.85 acre tract of land conveyed to Mage Partners, LLC in Inst. No. 20201207002190190, said Official Public Records;

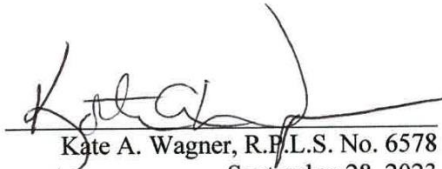
7. South 89 deg. 35 min. 38 sec. West, with the North line of said Mage Partners, LLC 5.85 ac., a distance of 653.23 ft. to a spike nail found in the pavement of Legacy Drive, a public road, in the West line of said Collin County School Land Survey and the East line of John H. Durrett Survey, Abstract No. 350, Denton County, Texas, at the Southwest corner of both said BGY Prosper 221, LLC 76.131 ac. and the herein described tract;

**THENCE** North 00 deg. 33 min. 59 sec. East, with or near the center of said Legacy Drive, along the West line of both said Collin County School Land Survey and BGY Prosper 221, LLC 76.131 ac. and the East line of said John H. Durrett Survey, Denton County, a distance of 472.79 ft. to a spike nail found at the Southwest corner of said Prosper ISD 38.572 ac. and the most Western Northwest corner of the herein described tract;

**THENCE** Easterly and Northerly, with the South and East lines of said Prosper ISD 38.572 ac., the following calls and distances:

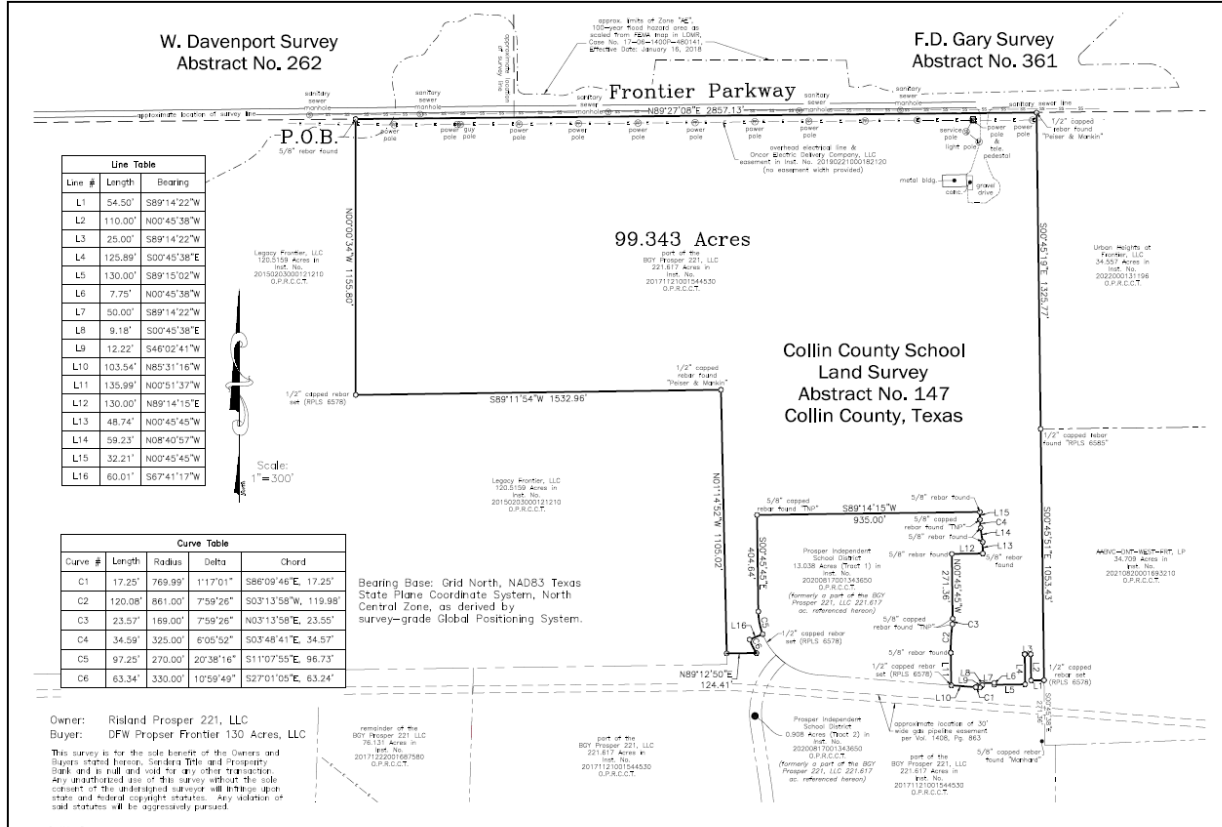
1. South 89 deg. 26 min. 16 sec. East, a distance of 424.83 ft. to a ½ inch capped rebar set, stamped “RPLS 6578” at the beginning of a curve;
2. With a curve to the right, having a radius of 270.00 ft., a central angle of 30 deg. 16 min. 47 sec, Chord bears: South 74 deg. 17 min. 53 sec. East, 141.04 ft. and an arc length of 142.69 ft. to a 5/8 inch capped rebar found, stamped “TNP” at the end of said curve;
3. South 59 deg. 09 min. 29 sec. East, a distance of 268.01 ft. to a ½ inch capped rebar set, stamped “RPLS 6578” at the beginning of a curve;
4. With a curve to the left, having a radius of 330.00 ft., a central angle of 29 deg. 35 min. 36 sec., Chord bears: South 73 deg. 54 min. 17 sec. East, 168.56 ft., and an arc length of 170.45 ft. to a 5/8 inch rebar found, at the most Southerly Southeast corner of said Prosper Independent School District 38.572 ac. and an Ell corner of the herein described tract;
5. North 01 deg. 22 min. 03 sec. East, a distance of 190.16 ft. to a 5/8 inch capped rebar found, stamped “TNP” at an Ell corner of said Prosper ISD 38.572 ac. and a Northwest corner of the herein described tract;
6. South 88 deg. 43 min. 25 sec. East, a distance of 102.12 ft. to a 5/8 inch rebar found at the beginning of curve;
7. Northeasterly, with a curve to the left, having a central angle of 55 deg. 04 min. 26 sec., a radius of 140.02 ft. (chord bears North 63 deg. 47 min. 32 sec. East, 129.47 ft.), an arc distance of 134.59 ft. to a 5/8 inch capped rebar found, stamped “TNP” at the beginning of a reverse curve;
8. Northeasterly, with a curve to the right, having a central angle of 29 deg. 15 min. 05 sec., a radius of 460.00 ft. (chord bears North 50 deg. 52 min. 51 sec. East, 232.30 ft.), an arc distance of 234.85 ft. to a 5/8 inch capped rebar found, stamped “TNP” at the most Eastern Southeast corner of said Prosper ISD 38.572 ac. and an angle point of the herein described tract;
9. North 01 deg. 47 min. 13 sec. East, a distance of 1,039.51 ft. to the **PLACE OF BEGINNING** and containing **37.554 ACRES** of land.



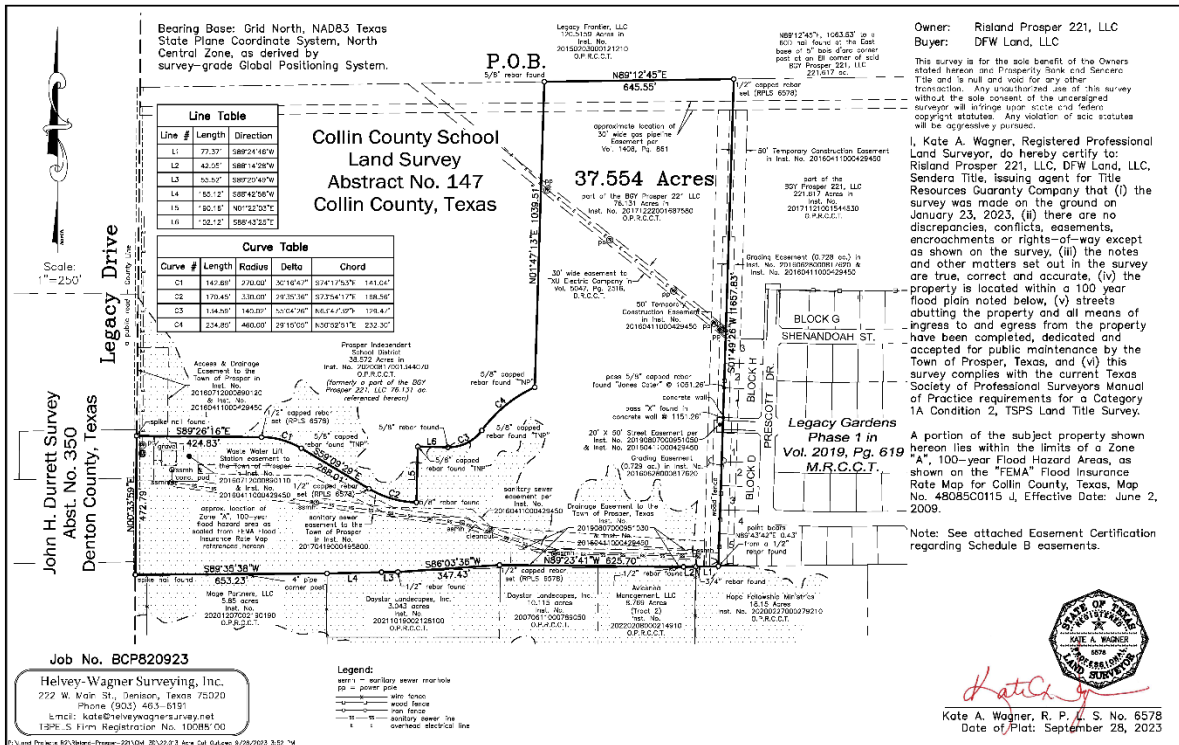
  
Kate A. Wagner, R.P.L.S. No. 6578  
September 28, 2023

# EXHIBIT A-2

## TRACT 1 Property Depiction



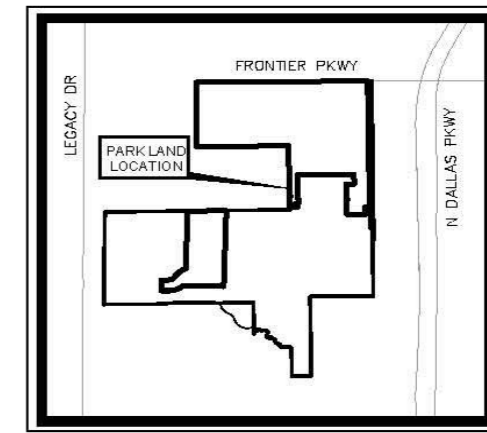
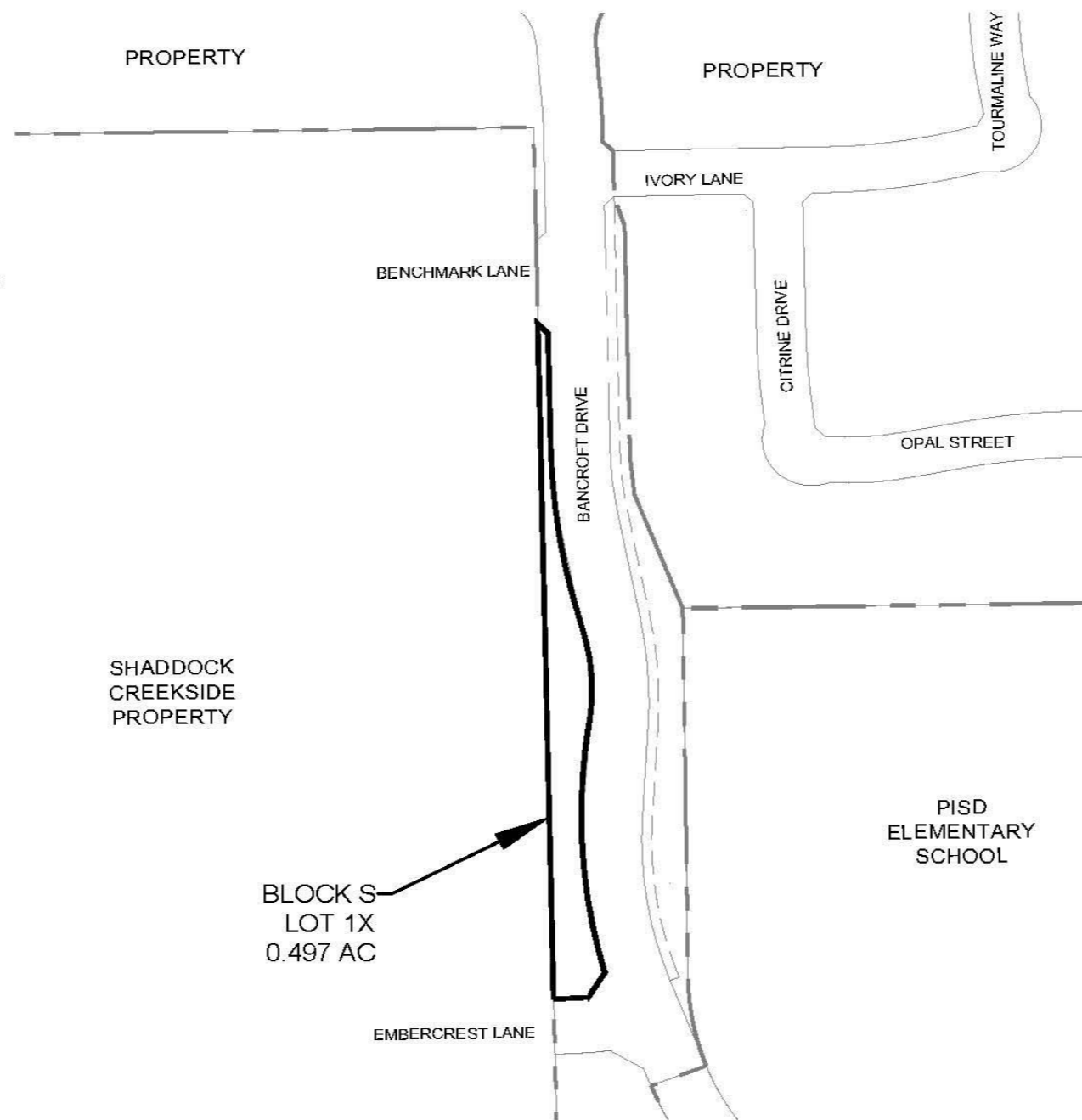
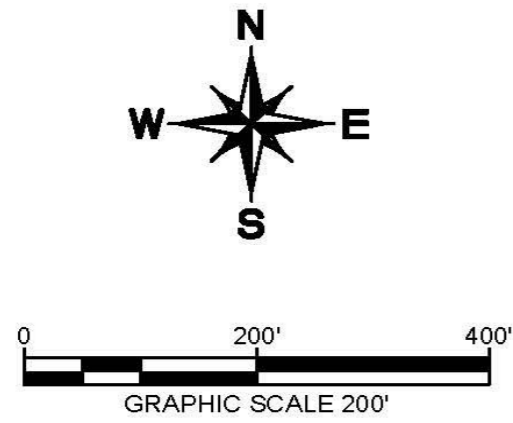
# TRACT 2 Property Depiction



**EXHIBIT A-3**

**Park Property**

*[See attached.]*



**VICINITY MAP**  
N.T.S.

# Legacy Gardens Park Land Dedication: Exhibit A-3

Prosper, Texas  
May 2026

DATE PLOTTED: 5/13/2026 11:37 AM  
DRAWN BY: J. HORN  
CHECKED BY: J. HORN  
PROJECT: LEGACY GARDENS - PHASES 3 AND 4 - PARK LAND DEDICATION EXHIBIT A-3

**Kimley»Horn**

6180 Warren Parkway, Suite 210  
Frisco, Texas 75034  
972-335-3580  
State of Texas Registration No. F-928

NOTES:  
1. THIS PLAN IS CONCEPTUAL IN NATURE AND HAS BEEN PRODUCED WITHOUT THE  
NEED FOR A SURVEY OR CERTIFY WITH THE CITY, COUNTY, ETC.  
2. AERIAL IMAGE BY HERE MAPS, COPYRIGHT 2025

**Exhibit A-3**  
**Legacy Gardens Phases 3 & 4**  
**Park Land Legal Description**  
**Block S, Lot 1X**  
**Prosper, Texas**  
**May 7, 2026**

**BEING** a tract of land situated in the Collin County School Land Survey, Abstract No. 147, Town of Prosper, Collin County, Texas, and being a portion of a called 99.522-acre tract of land described as Tract 1 in a deed to Toll Southwest LLC, recorded in Instrument No. 202400009613, Official Public Records, Collin County, Texas, and being more particularly described by metes and bounds as follows:

**COMMENCING** at a 5/8-inch iron rod with red plastic cap stamped "KHA" found for the northernmost northwest corner of Lot 12X, Block V, Legacy Gardens Phase 2, an addition to the Town of Prosper, Texas, recorded in Volume 2024, Page 547, Map Records, Collin County, Texas, and being a southwest corner of said Tract 1, and being on the easterly line of a called 90.730-acre tract of land described in a deed to Shaddock Creekside Prosper, recorded in Instrument No. 2025000015184, said Official Public Records;

**THENCE** North 01°14'03" West, with the common line of said Tract 1 and said 90.730-acre tract, a distance of 153.53 feet to the **POINT OF BEGINNING** of the herein described tract of land;

**THENCE** North 01°14'03" West, continuing along said common line, a distance of 759.07 feet to a point for corner from which a 1/2-inch iron rod with plastic cap stamped "PEISER & MANKIN" found for the northeast corner of said 90.730-acre tract and an ell corner of said Tract 1 bears North 01°14'03" West, 192.00 feet;

**THENCE** departing said common line and crossing said Tract 1 the following courses and distances:

South 45°58'12" East, a distance of 14.21 feet to a point for corner;

South 01°14'03" East, a distance of 146.99 feet to a point at the beginning of a tangent curve to the left with a radius of 480.00 feet, a central angle of 10°00'13", and a chord bearing and distance of South 06°14'09" East, 83.70 feet;

In a southeasterly direction, with said tangent curve to the left, an arc distance of 83.81 feet to a point for corner;

South 11°14'16" East, a distance of 114.51 feet to a point at the beginning of a tangent curve to the right with a radius of 420.00 feet, a central angle of 14°31'12", and a chord bearing and distance of South 03°58'40" East, 106.15 feet;

In a southeasterly direction, with said tangent curve to the right, an arc distance of 106.44 feet to a point for corner;

South 03°16'56" West, a distance of 100.00 feet to a point at the beginning of a tangent curve to the left with a radius of 480.00 feet, a central angle of 20°49'24", and a chord bearing and distance of South 07°07'46" East, 173.49 feet;

In a southeasterly direction, with said tangent curve to the left, an arc distance of 174.45 feet to a point for corner;

South 31°52'38" West, a distance of 31.52 feet to a point at the beginning of a non-tangent curve to the right with a radius of 480.00 feet, a central angle of 04°10'50", and a chord bearing and distance of South 86°53'04" West, 35.01 feet;

In a southwesterly direction, with said non-tangent curve to the right, an arc distance of 35.02 feet to the **POINT OF BEGINNING** and containing 21,637 square feet or 0.497 of an acre of land, more or less.

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**EXHIBIT B-1**

**Project Trail Improvements – Fully Reimbursable**

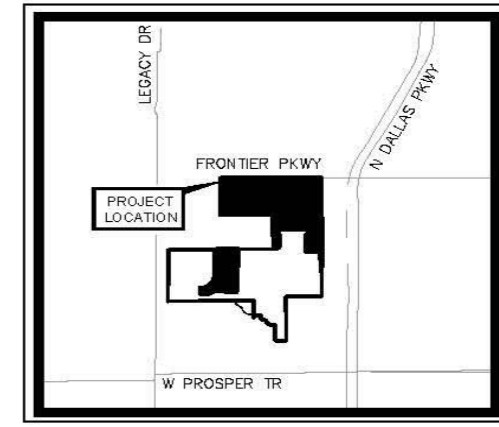
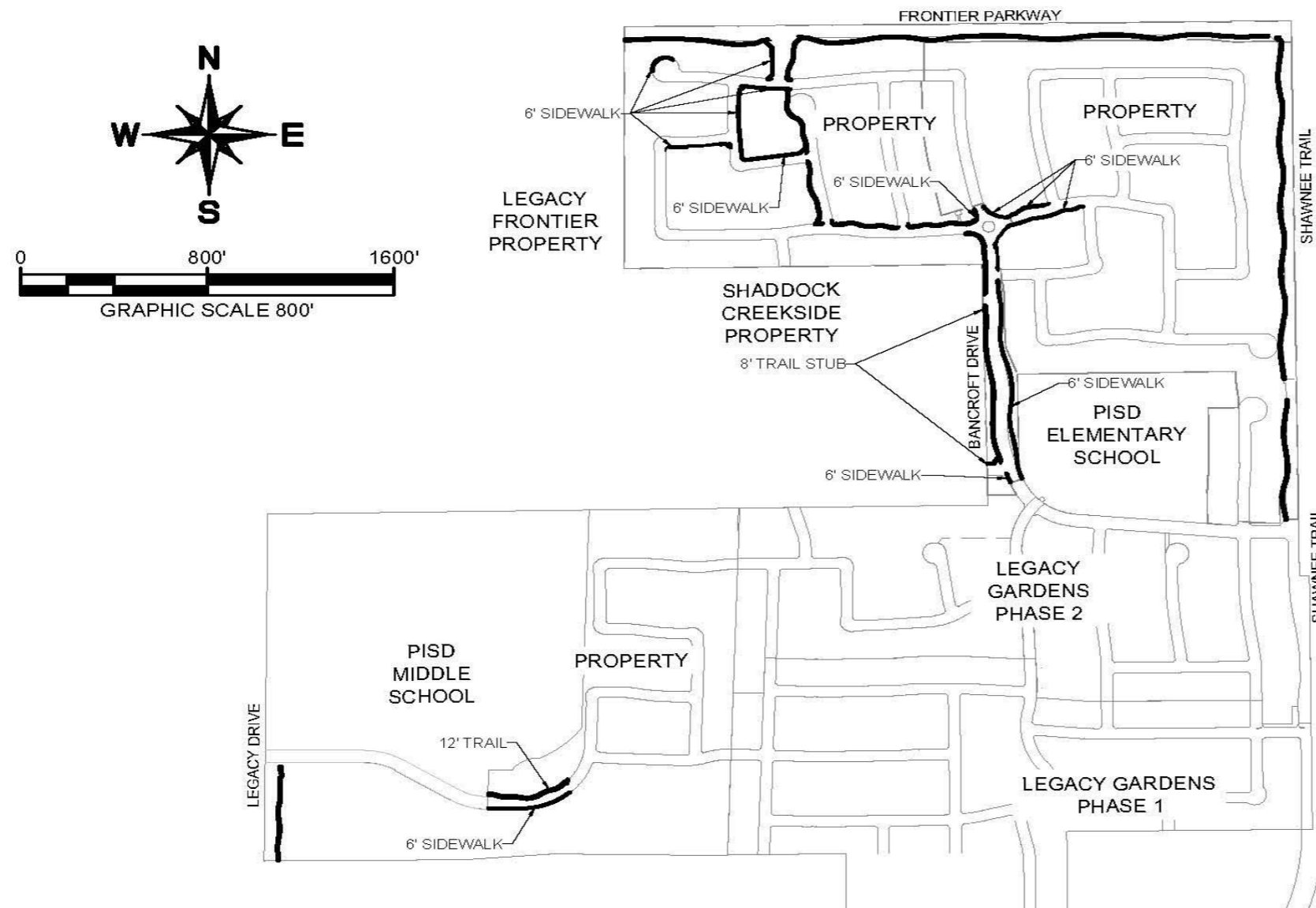
*[See attached.]*



**EXHIBIT B-2**

**Project Trail Improvements – Upsizing Reimbursable**

*[See attached.]*



**VICINITY MAP**  
N.T.S.

- NOTES:**
1. ALL TRAILS ARE 10' UNLESS LABELED OTHERWISE.
  2. BANCROFT DRIVE IS CLASSIFIED AS A RESIDENTIAL COLLECTOR 2LC. 5' SIDEWALK REQUIRED.
  3. FRONTIER PARKWAY IS CLASSIFIED AS AN INTERIM MAJOR THOROUGHFARE 4/6LD. 6' SIDEWALK REQUIRED.
  4. SHAWNEE TRAIL IS CLASSIFIED AS A MINOR THOROUGHFARE 4LD. 6' SIDEWALK REQUIRED.
  5. LEGACY DRIVE IS CLASSIFIED AS A MAJOR THOROUGHFARE 6LD. 6' SIDEWALK REQUIRED.
  6. ALL REMAINING ROADS SHOWN HEREON ARE RESIDENTIAL STREETS. 5' SIDEWALK REQUIRED.

# Legacy Gardens Reimbursable Upsized Trail Improvements: Exhibit B-2

Prosper, Texas  
May 2026

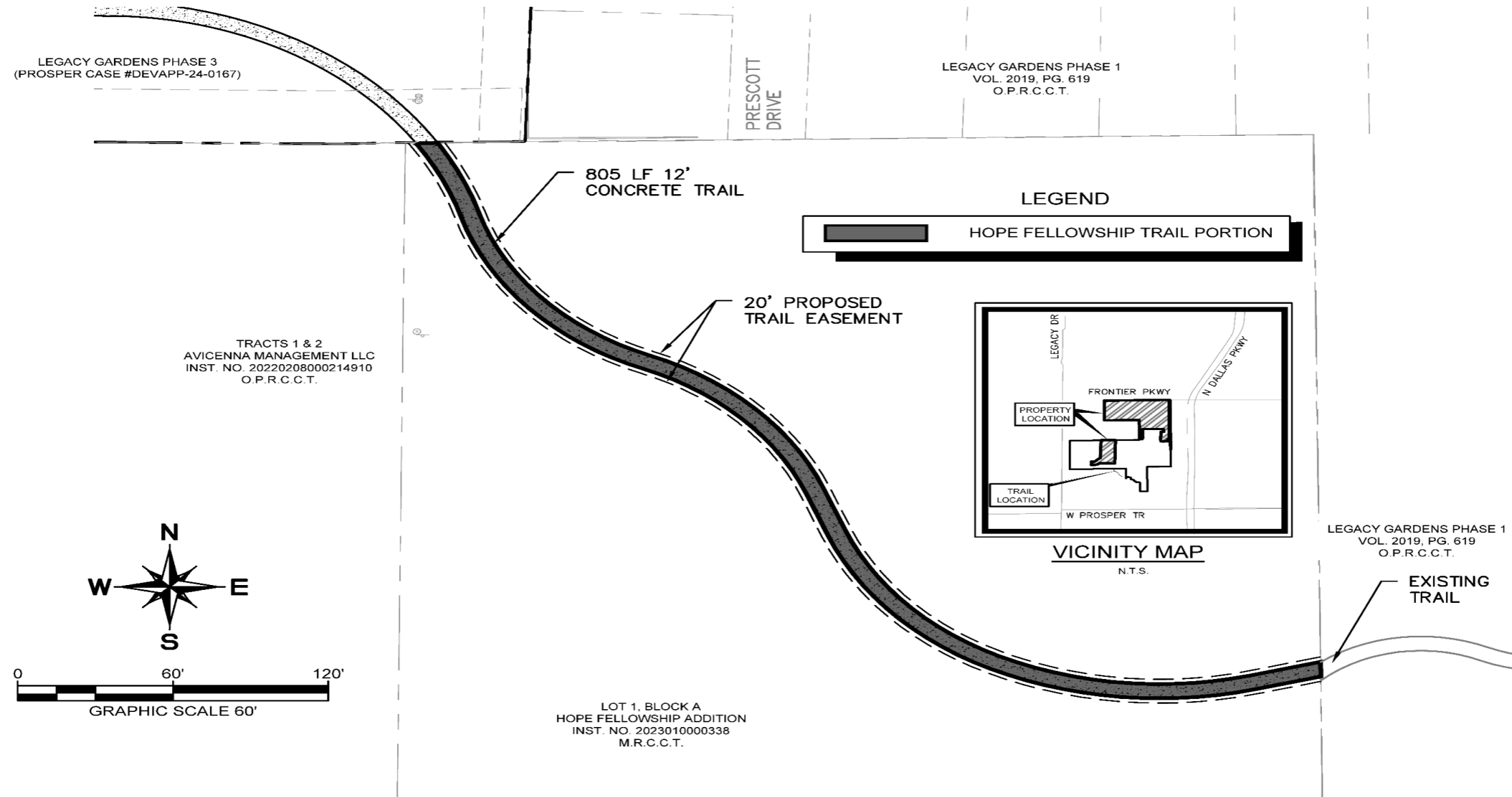
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LAST SAVED: 5/15/2026 10:00 AM  
FILED IN: L:\PROJECTS\LEGACY GARDENS - POLICE\PHASE 3\TRAIL IMPROVEMENTS\EXHIBIT B-2.DWG

**Kimley»Horn**

6160 Warren Parkway, Suite 210  
Frisco, Texas 75034  
972-335-3580  
State of Texas Registration No. F-928  
NOTES:  
1. THIS PLAN IS CONCEPTUAL IN NATURE AND HAS BEEN PRODUCED WITHOUT THE BENEFIT OF A SURVEY OR CONTACT WITH THE CITY, COUNTY, ETC.  
2. AERIAL IMAGE BY KIMLEY-HORN © 2021

**Exhibit C**

**Hope Trail Improvements**



**Hope Trail Improvements: Exhibit C**

Prosper, Texas  
 December 2025  
D:\WORK\2025\12\25\20251225\_123456.DWG  
 12/25/25 10:08 AM

**Kimley»Horn**

6160 Warren Parkway, Suite 210  
 Frisco, Texas 75034  
 972-335-3500  
 State of Texas Registration No. F-928  
THIS PLAN IS CONCEPTUAL IN NATURE AND HAS BEEN PRODUCED WITHOUT THE  
 BENEFIT OF A SURVEY OR CONVEYANCE BY THE HEALTHY GROWTH, INC.  
 2. EXISTING TRAIL PORTION - COPYRIGHT © 2025

**EXHIBIT D-1**

**Estimated Project Trail Improvements Construction Costs**

*[See attached.]*

**Exhibit D-1**  
**Legacy Gardens Phases 3 & 4**  
**Full Reimbursement & Reimbursable Upsized Project Trail Costs**  
**Prosper, Texas**  
**May 8, 2026**

TRAIL SYSTEM GRAND TOTAL (FOR REFERENCE ONLY)					
Item No.	Description	Contract Info			Amount
		Unit	Quantity	Unit Price	
<b>Legacy Gardens Hike &amp; Bike Trail System</b>					
L-T1	FRONTIER PARKWAY 10' CONCRETE SIDEWALK (5" THICK)	LF	2,632	\$ 70.00	\$ 184,240.00
L-T2	SHAWNEE TRAIL 10' CONCRETE SIDEWALK (5" THICK)	LF	2,272	\$ 70.00	\$ 159,040.00
L-T3	PHASE 3 ONSITE 6' CONCRETE SIDEWALK (5" THICK)	LF	3,655	\$ 39.00	\$ 142,545.00
L-T4	PHASE 4 ONSITE 6' CONCRETE SIDEWALK (5" THICK)	LF	743	\$ 39.00	\$ 28,977.00
L-T5	PHASE 3 ONSITE 8' CONCRETE SIDEWALK (5" THICK)	LF	72	\$ 64.00	\$ 4,608.00
L-T6	PHASE 3 ONSITE 10' CONCRETE SIDEWALK (5" THICK)	LF	3,424	\$ 70.00	\$ 239,680.00
L-T7	PHASE 3 ONSITE 12' CONCRETE SIDEWALK (6" THICK)	LF	1,044	\$ 90.00	\$ 93,960.00
L-T8	DIRECTIONAL BARRIER FREE RAMP	EA	16	\$ 3,200.00	\$ 51,200.00
L-T9	CORNER BARRIER FREE RAMP	EA	3	\$ 3,200.00	\$ 9,600.00
L-T10	TEE BARRIER FREE RAMP	EA	11	\$ 3,200.00	\$ 35,200.00
<b>Subtotal: Legacy Gardens Hike &amp; Bike Trail System</b>					<b>\$ 949,050.00</b>
<b>Contingency (15%)</b>					<b>\$ 142,357.50</b>
<b>Total</b>					<b>\$ 1,091,407.50</b>

REIMBURSABLE TRAIL SYSTEM COMPONENTS					
<b>Full Reimbursement Trail Improvements</b>					
R-T1	6' CONCRETE SIDEWALK (5" THICK)	LF	828	\$ 39.00	\$ 32,292.00
R-T2	10' CONCRETE SIDEWALK (5" THICK)	LF	654	\$ 70.00	\$ 45,780.00
R-T3	12' CONCRETE SIDEWALK (6" THICK)	LF	693	\$ 90.00	\$ 62,370.00
R-T4	TEE BARRIER FREE RAMP	EA	1	\$ 3,200.00	\$ 3,200.00
<b>Subtotal: Full Reimbursement Trail Improvements</b>					<b>\$ 143,642.00</b>
<b>Reimbursable Upsized Trail Improvements</b>					
<b>Upsized Trail Sections</b>					
U-T1	FRONTIER PARKWAY 10' CONCRETE SIDEWALK (5" THICK)	LF	2,632	\$ 70.00	\$ 184,240.00
U-T2	SHAWNEE TRAIL 10' CONCRETE SIDEWALK (5" THICK)	LF	2,272	\$ 70.00	\$ 159,040.00
U-T3	6' CONCRETE SIDEWALK (5" THICK)	LF	3,570	\$ 39.00	\$ 139,230.00
U-T4	8' CONCRETE SIDEWALK (5" THICK)	LF	72	\$ 64.00	\$ 4,608.00
U-T5	10' CONCRETE SIDEWALK (5" THICK)	LF	2,770	\$ 70.00	\$ 193,900.00
U-T6	12' CONCRETE SIDEWALK (6" THICK)	LF	351	\$ 90.00	\$ 31,590.00
<b>Subtotal: Upsized Trail Sections</b>					<b>\$ 712,608.00</b>
<b>Town of Prosper Design Standard (Non-Reimbursable)</b>					
U-T3	5' SIDEWALK (STANDARD RESIDENTIAL)	LF	3,930	\$ 32.00	\$ (125,760.00)
U-T4	5' SIDEWALK (RESIDENTIAL COLLECTOR)	LF	2,377	\$ 39.00	\$ (92,703.00)
U-T4	6' SIDEWALK (4LD CLASS ROAD)	LF	5,360	\$ 39.00	\$ (209,040.00)
<b>Subtotal: Town of Prosper Design Standard (Non-Reimbursable)</b>					<b>\$ (427,503.00)</b>
<b>Subtotal: Reimbursable Upsized Trail Improvements</b>					<b>\$ 285,105.00</b>

<b>Subtotal: Trail Improvements</b>	<b>\$ 428,747.00</b>
<b>Contingency (15%)</b>	<b>\$ 64,312.05</b>
<b>Permitting, Engineering, and Staking (10%)</b>	<b>\$ 42,874.70</b>
<b>Total: Trail Improvements</b>	<b>\$ 535,933.75</b>

**NOTES:**

1. UNIT PRICES ARE BASED ON BIDS RECEIVED FROM MARIO SINACOLA & SONS ON 7/28/2025
2. SIDEWALKS ALONG RESIDENTIAL COLLECTOR (BANCROFT DRIVE) TO BE 6' PER BASE PROSPER DESIGN STANDARDS.
3. SIDEWALKS ALONG RESIDENTIAL STREETS TO BE 5' PER BASE PROSPER DESIGN STANDARDS.
4. THIS EXHIBIT EXCLUDES HOPE TRAIL IMPROVEMENTS. SEE EXHIBIT D-2 FOR HOPE TRAIL IMPROVEMENT CONSTRUCTION COSTS.

**EXHIBIT D-2**

**Estimated Hope Trail Improvements Construction Costs**

Exhibit D-2  
 Legacy Gardens Phase 3  
 Prosper, Texas  
 December 17, 2025

Item No.	Description	Unit	Quantity	Unit Price	Amount
<b>Hope Trail System</b>					
F-T1	OFFSITE 12' CONCRETE SIDEWALK (6" THICK)	LF	805	\$ 90.00	\$ 72,450.00
<b>Subtotal: Hope Trail System</b>					\$ 72,450.00
<b>Subtotal: Hope Trail System</b>					\$ 72,450.00
<b>Contingency (15%)</b>					\$ 10,867.50
<b>Total</b>					\$ 83,317.50

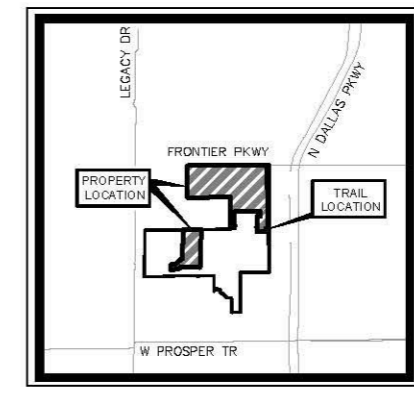
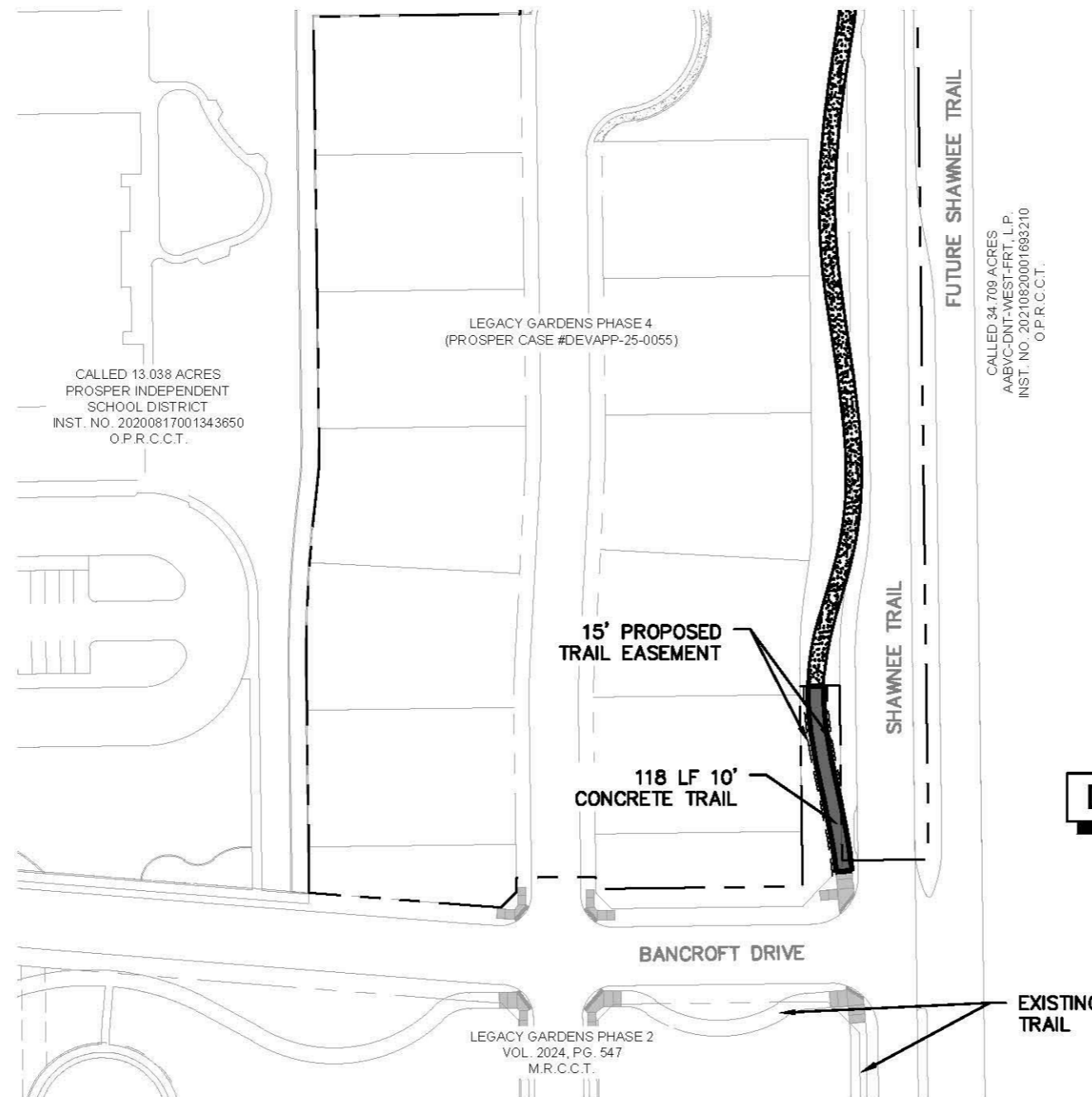
**NOTES:**

1. UNIT PRICES FOR PAVING ARE BASED ON BIDS RECEIVED FROM GM CONSTRUCTION ON 7/14/2025

**EXHIBIT E**

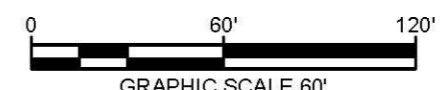
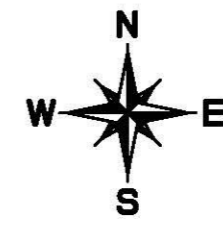
**Project Third-Party Rights-of-Way and/or Easements**

[See attached.]



VICINITY MAP

N.T.S.



GRAPHIC SCALE 60'

LEGEND



# Offsite Trail Improvements: Exhibit E

Prosper, Texas  
 December 2025

DWG NAME: K:\PROJECTS\LEGACY GARDENS - FOLLOWUP\AS-BUILT\PHASE 4\OFFSITE TRAIL IMPROVEMENTS EXHIBIT E.DWG  
 DATE: 12/15/25 4:42PM

**Kimley»Horn**

6160 Warren Parkway, Suite 210  
 Frisco, Texas 75034  
 972-335-3580  
 State of Texas Registration No. F-928

4910-4834-2649v.9