

After Recording Return to:

Town Manager

Town of Prosper

P. O. Box 307

Prosper, Texas 75078

PARK FACILITIES AGREEMENT

THIS **PARK FACILITIES AGREEMENT** (the “Agreement”) is made and entered into as of this ___ day of May, 2026, by and between **JEN TEXAS 40 LLC**, a Texas limited liability company (“Owner”), and the **TOWN OF PROSPER, TEXAS**, a Texas home-rule municipality (“Town”), on the terms and conditions hereinafter set forth.

WITNESSETH:

WHEREAS, Unlimited Exchange II, Inc., a Texas corporation, as Qualified Intermediary for 310 Prosper, L.P., a Texas limited partnership and Qualified Intermediary for 55 Prosper, L.P., a Texas limited partnership, sold to Highland Homes-Dallas, LLC, a Texas limited liability company, approximately 191 acres of land in the Mirabella (fka Rutherford Creek) development in the Town, as more particularly described on **Exhibit A** and depicted on **Exhibit B**, attached hereto and incorporated herein by reference (the “Property”); and

WHEREAS, Thereafter Highland Homes-Dallas, LLC conveyed the Property to Owner; and

WHEREAS, the Town owns approximately 2.48 acres of land adjacent to the subject Property, in the Town, as more particularly depicted on **Exhibit C**, attached hereto and incorporated herein by reference (the “Town Park Property”); and

WHEREAS, The Town adopted Park Dedication Fee Requirements and Park Improvement Fees, as well as relevant parkland provisions in the Town’s Subdivision Ordinance, as they now exist or hereafter may be amended (collectively referred to herein as the “Ordinances”); and

WHEREAS, 310 Prosper, L.P., 55 Prosper, L.P., 104 Prosper, L.P. and the Town of Prosper, Texas previously entered into that certain Agreement dated as of October 3, 2005, recorded Document No. 2005-0144357, Real Property Records, Collin County, Texas (as amended, the “Park Fee Agreement”), pursuant to which, in exchange for the dedication by 310 Prosper, L.P., 55 Prosper, L.P. and 104 Prosper, L.P. of certain real property to the Town, the Town agreed to (i) cap the amount of park improvement fees assessed by the Town per single-family residential unit to be developed on the real property owned by 310 Prosper, L.P., 55 Prosper, L.P., and 104 Prosper, L.P., located within the Town at \$1,200 per unit (the “Park Improvement Fee Cap”) and (ii) provide

certain credits against future park improvement fees payable by 310 Prosper, L.P., 55 Prosper, L.P., and 104 Prosper (the Park Improvement Fee Credits); and

WHEREAS, 310 Prosper, L.P., 55 Prosper, L.P, and Highland-Homes Dallas, LLC, entered into an Agreement dated March 11, 2025, recorded in Collin County under Clerk’s File No. 2025000028239 (the “Park Fee Allocation Agreement”), later assigned to Owner on March 11, 2025, which among other items includes provisions for the transfer and assignment of the Assigned Park Fee Rights, excluding the Retained Park Fee Rights from 310 Prosper, L.P. and 55 Prosper, L.P. to Highland-Homes Dallas, LLC.

WHEREAS, 310 Prosper, L.P., 55 Prosper, L.P. and the Town of Prosper, Texas previously entered into that certain Agreement dated as of October 25, 2022, recorded Document No. 2022000157257, Real Property Records, Collin County, Texas (as amended, the “Development Agreement”), which among other items includes provisions for Park Dedication Fee Credit, Park Dedication Requirements and Park Dedication Cap Properties.

WHEREAS, Owner desires to fulfill its Park Dedication Fee Requirements and Park Improvement Fees obligations associated with the development of the Property as prescribed in said Park Fee Agreement, Park Fee Allocation Agreement and Development Agreement (collectively, “Park Agreements”) by payment of \$345,600 in Park Improvement Fees to the Town of Prosper (an amount that may be credited to Owner for Public Trail Improvements on the Property as outlined in the Agreement below) and conveyance of approximately 19.4 acres of land with lakefront access adjacent to existing Town parkland with access to US 380, as more particularly described on **Exhibit D** and depicted on **Exhibit C**, attached hereto and incorporated herein by reference (the “Park Dedication Property”); and

WHEREAS, Owner’s payment of the \$345,600 in Park Improvement Fees (which may be credited to Owner for Public Trail Improvements), conveyance of the Park Dedication Property, and approximately \$1,900,000 in tree mitigation fees, provides sufficient funds and land to allow, but not obligate, the Town to construct a lakefront public park with convenient access to US 380.

WHEREAS, In consideration of Owner’s actions set forth below, the Town agrees that Owner may fulfill its Park Dedication Fee Requirements and Park Improvement Fees obligations prescribed in said Park Agreements in the manner set forth below; and

WHEREAS, Owner and the Town agree that use of the Park Property benefits the residents of the Town, as a whole; and

WHEREAS, Once the Owner conveys the Park Dedication Property to the Town, the Town shall indefinitely maintain the Park Dedication Property and Town Park Property (collectively, the “Park Property”) and any improvements associated therewith; and

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

1. **Land Subject to Agreement.** The Property described in this Agreement is depicted in **Exhibit B** attached hereto. The Park Property described in this Agreement is depicted in **Exhibit D.**

2. **Park Dedication Property.** Owner shall, at its sole cost and expense, dedicate and convey to Town the Park Dedication Property by plat, in accordance with the Planned Development District Number 114. Owner shall provide the Town with an acceptable title policy for the Park Dedication Property in conjunction with the dedication of the Property to the Town, as follows:

(a) Fee simple title to approximately 19.4 acres of land located within the Property and adjacent to the Town Park Property. The Owner shall not convey any easements within the Park Property without Town's prior written approval; and

(b) Notwithstanding anything to the contrary set forth herein or in the applicable Town ordinances, rules or regulations, the Town agrees that Owner's conveyance of the Park Dedication Property shall satisfy in full its Park Dedication Requirements.

3. **Town Maintenance.** Following the conveyance of the Park Dedication Property to the Town, the Town agrees, to maintain the Park Dedication Property. T

4. **Payment of Park Improvement Fees Requirements.** Notwithstanding any provision in this Agreement or the Owner's conveyance of the Park Dedication Property to the Town, the Owner's payment to the Town shall in no event exceed the amount of Park Improvement Fees owed by Owner to the Town (\$345,600 in total, \$1,200 per single family unit assuming two-hundred eighty eight (288) units), in accordance with the Park Fee Agreement. Such Park Improvement Fees owed to be adjusted based on the actual number of residential lots as shown on final plats as they are recorded. The payment and/or credits of such fees shall be in accordance with the obligations set forth in this Agreement.

5. **Reimbursement for Public Trail Improvements.**

(a) The Town and Owner agree that the Owner may receive credits against the required Park Improvement Fees for public trail improvements constructed by Project Manager on the Property (the "Public Trail Improvements").

(b) Prior to receiving any Credit for Public Trail Improvements as defined in subparagraph (e) below, Project Manager shall tender to Town evidence, in a form(s) reasonably acceptable to Town, of the construction costs incurred for the Public Trail Improvements in the form of a pay app with associated lien waivers ("Evidence of Payment(s)").

(c) Upon Project Manager or Owner providing Town any Evidence of Payment(s) for Public Trail Improvements, Town will credit Owner for

the amount of construction costs (the "Credit") set forth in the Evidence of Payment(s), which Credit will be applied toward the actual amount of the Park Improvements Fees due or that may become due on the Property. If the amount of the Credit exceeds the actual amount of the Park Improvement Fees which are then due by Owner and/or the Property, then Owner (or the applicable owner of the portion of the Property for which the Park Improvement Fees are due) shall tender the remaining balance of the Park Improvement Fees due ("Paid Park Improvement Fees") under the Town ordinances to the Town, which Paid Park Improvement Fees shall be deposited by the Town in an escrow account for the Owner to draw from as Evidence of Payment(s) is provided to the Town for Public Trail Improvements. The Town is not obligated to reimburse the Owner for any excess costs for Public Trail Improvements beyond the lesser of (i) TWO HUNDRED TWENTY-FIVE THOUSAND AND NO/100 DOLLARS (\$225,000.00) and (ii); the amount of Park Improvement Fees owed to the Town for the Property.

6. Insurance. Prior to conveyance of the Park Dedication Property by Owner to the Town, the Owner shall be responsible for insurance coverage for the Park Dedication Property and construction of any associated improvements. Upon conveyance of the Park Dedication Property by the Owner to the Town, the Town shall be responsible for insurance coverage for the Park Dedication Property and construction of any associated improvements.

7. Taxes. The Owner is responsible for any ad valorem taxes prior to the date of conveyance of the Park Dedication Property from the Owner to the Town. After the date of conveyance of the Park Dedication Property from the Owner to the Town, any ad valorem taxes will be prorated based on the date of conveyance for the current tax year. The Town will be responsible for the entire amount of any ad valorem taxes for the Park Dedication Property for future tax years.

8. Indemnity. Following the conveyance of the Park Dedication Property to the extent authorized by Texas law, the Town agrees to indemnify, defend and hold harmless the Owner, its officers, agents, and employees from and against any claims, damages, liabilities, costs, and expenses (including reasonable attorney fees) arising out of or related to any breach of this agreement, or any injury or damage to persons or property occurring on the dedicated land, except to extent cause by the sole negligence or willful misconduct of the Owner.

9. Default. Prior to the exercise of any remedy by Town or Owner due to a default by the other party, (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 ten (10) days following the defaulting party's receipt of such default notice; provided, that if such default is non-monetary and cannot reasonably be cured within such ten (10) 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 ten (10) days and thereafter diligently proceeds to cure such default and provided that such extended period does not exceed thirty (30) days. Notwithstanding anything to the contrary, the parties agree that if a default is not cured within the applicable time period, the sole and exclusive remedies of the non-defaulting party will be to terminate this Agreement and thereafter the parties will not have any further rights, duties or obligations under this Agreement, except that any obligations or liabilities of the defaulting party that accrued prior to the date of termination will survive.

10. Covenant Running with the Land. The obligations set forth herein relate to the Property, in whole and in part, and this Agreement shall be a covenant running with the land and the Property and shall be binding upon the Owner, as the case may be, and their respective successors, assignees, and grantees. In addition, the parties shall cause this Agreement to be filed in the Real Property Records of Collin County, Texas. Notwithstanding the obligations herein that burden the Property shall be released automatically as to each lot therein which is conveyed subsequent to the final plat for the Property, or portion thereof, being reviewed, approved and executed by the Town and filed in the Collin County Real Property Records. Any third party, including any title company, grantee or lien holder, shall be entitled to rely upon this Paragraph to establish whether such termination has occurred with respect to any lot.

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

TO TOWN:

Town of Prosper
Attention: Town Manager
250 W. First Street
P. O. Box 307

With a copy to:

Terrence S. Welch
Brown & Hofmeister, LLP
740 East Campbell Rd., Suite 800
Richardson, Texas 75081

Prosper, Texas 75078
Telephone: (972) 346-2640

Telephone: (214) 747-6100

TO OWNER:

JEN TEXAS 40 LLC
1601 Elm Street, Suite 4360
Dallas, Texas 75201
Attention: Mike Brady

With a copy to:

HIGHLAND HOMES-DALLAS, LLC
5601 Democracy Drive, Suite 300
Plano, Texas 75024
Attention: Jeff Stinson
Telephone No.: (972) 789-3500
Email: jeff.stinson@highlandhomes.com

With a copy to:

TG PROJECT MANAGEMENT 1, LLC
Attention: Mr. Andre Ferrari
5301 Headquarters Drive, Suite 120
Plano, Texas 75024
Telephone No.: (469) 532-0689
Email: aferrari@tellusgroupplc.com

12. **Captions and Headings.** The captions and headings of the Sections of this Agreement are for convenience and reference only and shall not affect, modify or amplify the provisions of this Agreement, nor shall they be employed to interpret or aid in the construction of this Agreement.
13. **Application of Texas Laws and Venue.** This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Collin County, Texas. Venue for any action arising under this Agreement shall lie in Collin County, Texas.
14. **Prevailing Party in Event of Legal Action.** 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 of any appeal).
15. **Entire Agreement.** This Agreement contains the entire agreement between the parties hereto and supersedes all prior agreements, oral or written, with respect to the subject matter hereof. The provisions of this Agreement shall be construed as a whole and not strictly for or against any party.
16. **Invalidation.** 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.

17. **Telecopied Facsimile.** A telecopied facsimile of a duly executed counterpart of this Agreement shall be sufficient to evidence the binding agreement of each party to the terms herein.
18. **Town Manager Authorized to Execute.** The Town Manager of the Town of Prosper is authorized to execute this Agreement on behalf of the Town.
19. **Severability.** 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.
20. **Binding Obligation.** The Agreement shall become a binding obligation on the signatories upon execution by all signatories hereto. The Town warrants and represents that the individual executing this Agreement on behalf of the Town has full authority to execute this Agreement and bind the Town to the same. Owner warrants and represents that the individual executing this Agreement on its behalf has full authority to execute this Agreement and bind Owner to the same. Further, this Agreement is and shall be binding upon Town, Proand Owner, its successors, heirs, assigns, grantees, vendors, trustees, representatives, and all others holding any interest now or in the future.
21. **Roughly Proportionate Determination under Texas Law.** Owner has been represented by legal counsel in the negotiation of this Agreement and been advised, or have had the opportunity to have legal counsel review this Agreement and advise Owner, regarding Owner's rights under Texas and federal law. Owner hereby waive any requirement that the Town retain a professional engineer, licensed pursuant to Chapter 1001 of the Texas Occupations Code, to review and determine that the exactions required by the Town in this Agreement, if any, as a condition of zoning approval, including the terms of this Agreement, are roughly proportional or roughly proportionate to the project's anticipated impact. Owner specifically reserve their rights to appeal the apportionment of municipal infrastructure costs in accordance with § 212.904 of the Texas Local Government Code; however, notwithstanding the foregoing, Owner hereby waive and release the Town from any and all liability under § 212.904 of the Texas Local Government Code, as amended, regarding or related to the cost of those municipal infrastructure improvements required by this Agreement. This Paragraph shall survive the termination of this Agreement.
22. **Rough Proportionality Determination under Federal Law.** Owner hereby waive any federal constitutional claims and any statutory or state constitutional takings claims under the Texas Constitution and Chapter 395 of the Texas Local Government Code in regard to this Agreement. Owner 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 in this Agreement, if any, 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 projected impact of the terms of this Agreement. Owner further acknowledges that the benefits of zoning and platting have been accepted with full knowledge of potential claims and causes of action which may be raised now and in the future, Owner acknowledges the receipt of good and valuable consideration for the release and waiver of such claims. This Paragraph shall survive the termination of this Agreement.

23. **Vested Rights/Chapter 245 Waiver.** The signatories hereto shall be subject to all ordinances of Town, whether now existing or in the future arising. This Agreement shall confer no vested rights on the Property, or any portion thereof, unless specifically enumerated herein. In addition, nothing contained in this Agreement shall constitute a “permit” as defined in Chapter 245, Texas Local Government Code, and nothing in this Agreement provides Town with fair notice of Owner’s project. This Paragraph shall survive the termination of this Agreement.
24. **Owner’s Warranties/Representations.** All warranties, representations and covenants made by Owner in this Agreement or in any certificate or other instrument delivered by Owner to Town under this Agreement shall be considered to have been relied upon by Town and will survive the satisfaction of any fees under this Agreement, regardless of any investigation made by Town or on Town’s behalf.
25. **Consideration.** This Agreement is executed by the parties hereto without coercion or duress and for substantial consideration, the sufficiency of which is forever confessed.
26. **Sovereign Immunity.** The parties agree that Town has not waived its sovereign immunity by entering into and performing its obligations under this Agreement, except as to Chapter 271, Subchapter I of the Texas Local Government Code.
27. **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.
28. **Conveyances.** All conveyances required herein shall be made in a form acceptable to Town and free and clear of any and all liens and encumbrances.

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:

THE TOWN OF PROSPER, TEXAS

By: _____

Name:

Title:

STATE OF TEXAS)

)

COUNTY OF COLLIN)

This instrument was acknowledged before me on the ____ day of _____, 2026, by _____, _____ of the Town of Prosper, Texas, on behalf of the Town.

Notary Public, State of Texas

OWNER:

JEN TEXAS 40 LLC
a Texas limited liability company

By: _____
Name:
Title:

STATE OF TEXAS)
)
COUNTY OF _____)

This instrument was acknowledged before me on the ____ day of _____, 2026, by _____, _____ of JEN TEXAS 40 LLC, a Texas limited liability company, and that he executed the same on behalf of and as the act of said limited liability company.

Notary Public, State of Texas

EXHIBIT A

Property Legal Description

BEING a tract of land situated in the J. Horn Survey, Abstract No. 411, Town of Prosper, Collin County, Texas, being part of those tracts (Tract 1 and Tract 2), conveyed to 310 Prosper, L.P., by deed recorded in Volume 5823, Page 3462, Deed Records, Collin County, Texas (DRCCT), all of another tract conveyed to same, recorded in Volume 5900, Page 1620 DRCCT, and being part of a tract conveyed to 55 Prosper, L.P., recorded in Document No. 20080605000680470, Official Public Records, Collin County, Texas (OPRCCT), part of another tract conveyed to same, recorded in Document No. 2023000139028 OPRCCT, and part of a tract conveyed to 67 Prosper, L.P., recorded in Document No. 20060921001363990 OPRCCT, with the subject tract being more particularly described as follows:

BEGINNING at 1/2" iron rod found on the west line of Farm to Market Road 2478, a variable width public right-of-way (also known as Custer Road), for the northeast corner of Lot 1, Block A, SCI Prosper Trails Addition, recorded in Book 2021, Page 351, Plat Records, Collin County, Texas (PRCCT);

THENCE along the common line thereof, the following:

N 89°51'32" W, 36.51 feet to a 1/2" iron rod with plastic cap found;

S 84°38'39" W, 61.31 feet to a 1/2" iron rod with plastic cap found;

S 79°08'50" W, 386.85 feet to a 1/2" iron rod with plastic cap found;

S 68°32'53" W, 117.72 feet to a 1/2" iron rod with plastic cap found;

S 57°19'01" W, 327.70 feet to a 1/2" iron rod with plastic cap found;

S 58°07'02" W, 510.02 feet to a 1/2" iron rod with plastic cap found;

S 01°24'14" W, 121.57 feet;

S 88°01'20" E, 4.88 feet to a 1/2" iron rod with plastic cap found;

S 37°00'43" E, 326.39 feet to a 1/2" iron rod with plastic cap found;

S 17°37'31" E, 480.17 feet to a 5/8" iron rod found;

S 24°51'40" W, 503.92 feet;

S 02°03'26" E, 293.83 feet;

And S 12°50'22" W, 87.80 feet to a 1/2" iron rod with plastic cap stamped

"SPIARSENG" set on the westerly north line of a tract conveyed to the City of Prosper, recorded in Volume 6022, Page 4349 DRCCT;

THENCE along the common line thereof, the following:

S 89°10'29" W, 113.87 feet;

S 19°18'08" W, 236.78 feet;

S 06°00'44" W, 165.13 feet;

S 16°13'32" E, 275.59 feet;

S 01°55'41" W, 192.92 feet;

And S 07°59'41" W, 96.29 feet to a 5/8" iron rod found for the southwest corner thereof, being the northwest corner of a tract conveyed to Prosper Detention, LLC, recorded in Document No. 20160527000664250 OPRCCT;

THENCE S 07°07'14" W, 123.50 feet along the common line thereof to a 5/8" iron rod with plastic cap found for the northeast corner of Lot 1, Block A, Brookhollow Apartments, recorded in Book 2021, Page 436 PRCCT;

THENCE S 89°19'42" W, 1192.37 feet along the common line thereof;

THENCE S 00°40'18" E, 24.00 feet continuing along the common line of Lot 1 to the northeast corner of a tract conveyed to Prosper Hollow LP, recorded in Document No. 2022000135693 OPRCCT;

THENCE along the common line thereof, the following:

N 89°35'50" W, 1542.12 feet to a 1/2" iron rod found;

A non-tangent curve to the left having a central angle of 33°46'54", a radius of 416.49 feet, a chord of S 26°16'06" W - 242.02 feet, an arc length of 245.56 feet;

A compound curve to the left having a central angle of 30°08'03", a radius of 230.00 feet, a chord of S 05°41'23" E - 119.58 feet, an arc length of 120.97 feet;

A reverse curve having a central angle of 18°31'14", a radius of 418.54 feet, a chord of S 11°29'48" E - 134.70 feet, an arc length of 135.29 feet;

A reverse curve having a central angle of 22°08'52", a radius of 230.00 feet, a chord of S 13°18'38" E - 88.35 feet, an arc length of 88.91 feet;

A compound curve to the left having a central angle of 09°25'27", a radius of 1366.94

feet, a chord of S 29°05'47" E - 224.58 feet, an arc length of 224.84 feet;

And a reverse curve having a central angle of 20°57'28", a radius of 270.00 feet, a chord of S 23°19'47" E - 98.21 feet, an arc length of 98.76 feet to a 5/8" iron rod with plastic cap stamped "TXDOT" found for the northeast corner of TxDOT Parcel P00074399, conveyed to the State of Texas, recorded in Document No. 2024000091799 OPRCCT;

THENCE along the north line of Parcel P00074399, the following:

S 89°18'36" W, 171.75 feet to a 5/8" iron rod with plastic cap stamped "TXDOT" found;

N 45°41'24" W, 12.72 feet;

S 89°25'35" W, 64.25 feet to a 5/8" iron rod with plastic cap stamped "TXDOT" found;

S 44°18'36" W, 12.91 feet to a 5/8" iron rod with plastic cap stamped "TXDOT" found;

S 89°18'36" W, 223.85 feet to a 5/8" iron rod with plastic cap stamped "TXDOT" found;

N 86°29'45" W, 150.40 feet;

And S 89°18'36" W, 326.25 feet to a 5/8" iron rod with plastic cap stamped "TXDOT" found on the east line of a tract conveyed to the Town of Prosper, recorded in Document No. 2022000157255 OPRCCT, for the northwest corner of TxDOT Parcel P00074399, and being the northeast corner of TxDOT Parcel P00074396, conveyed to the State of Texas, recorded in Document No. 2024000046813 OPRCCT;

THENCE along the east line of said Town of Prosper tract, the following:

N 08°52'20" W, 8.76 feet to a 5/8" iron rod found;

N 32°42'21" W, 142.04 feet;

N 09°03'49" E, 134.95 feet;

N 06°15'50" W, 103.40 feet;

N 40°30'33" W, 97.75 feet;

N 04°54'16" W, 45.27 feet;

N 69°01'05" W, 44.26 feet;

And S 89°38'03" W, 110.97 feet to a 1/2" iron rod with plastic cap stamped "SPIARSENG" set on the east line of a tract conveyed to 330 Prosper, L.P., recorded in

Document No. 20060811001152020 OPRCCT;

THENCE N 00°21'48" W, 802.65 feet along the east line thereof to a 1/2" iron rod with plastic cap stamped "SPIARSENG" set for a southwesterly corner of a tract conveyed to Urban Heights at Brookhollow, LLC, recorded in Document No. 2023000106579 OPRCCT;

THENCE along the common line thereof, the following:

S 83°40'45" E, 570.96 feet;

N 00°24'02" W, 209.03 feet;

N 63°35'38" E, 309.62 feet;

N 14°53'03" E, 23.56 feet;

N 13°52'22" W, 21.86 feet;

N 19°14'56" W, 69.44 feet;

N 63°04'51" E, 70.52 feet;

N 42°18'36" E, 60.21 feet;

N 56°30'58" E, 35.97 feet;

N 88°19'15" E, 29.92 feet;

N 75°17'23" E, 13.54 feet;

S 63°58'40" E, 51.90 feet;

S 42°27'20" E, 73.16 feet;

S 24°22'12" E, 20.19 feet;

S 07°50'25" W, 36.52 feet;

S 50°09'30" E, 44.44 feet;

N 57°11'18" E, 76.57 feet;

N 23°00'01" E, 88.91 feet;

N 29°11'21" W, 59.92 feet;

N 50°00'16" W, 111.87 feet;
N 29°23'29" E, 7.11 feet;
N 21°41'47" E, 44.92 feet;
N 84°12'30" E, 36.55 feet;
S 58°39'56" E, 36.65 feet;
S 48°59'21" E, 39.37 feet;
S 54°35'19" E, 44.95 feet;
N 70°48'01" E, 80.79 feet;
N 75°55'21" E, 54.04 feet;
N 48°26'47" E, 40.64 feet;
N 50°50'48" E, 63.78 feet;
N 03°56'25" W, 48.72 feet;
N 19°20'53" E, 31.47 feet;
N 65°32'24" E, 65.18 feet;
N 11°54'21" E, 34.89 feet;
N 70°42'53" W, 81.72 feet;
N 80°00'32" W, 39.18 feet;
N 42°03'10" W, 35.91 feet;
N 07°09'11" E, 39.19 feet;
N 64°10'55" E, 63.99 feet;
N 69°26'50" E, 65.26 feet;
N 07°41'40" W, 120.96 feet;
N 13°45'51" W, 61.40 feet;

N 37°15'49" E, 61.92 feet;
S 83°19'30" E, 40.60 feet;
N 54°38'56" E, 53.92 feet;
S 86°55'40" E, 15.03 feet;
S 55°38'52" E, 37.40 feet;
S 28°34'01" E, 41.18 feet;
S 13°29'57" E, 27.44 feet;
S 42°36'04" E, 67.81 feet;
N 88°47'58" E, 77.24 feet;
N 54°28'29" E, 107.45 feet;
N 21°24'08" W, 123.29 feet;
N 03°15'02" W, 30.57 feet;
N 48°58'15" E, 57.20 feet;
N 28°17'47" E, 137.36 feet;
N 07°37'26" E, 65.14 feet;
N 65°51'32" W, 52.64 feet;
N 22°59'23" E, 80.54 feet;
N 15°43'05" E, 48.99 feet;
N 59°14'56" E, 43.83 feet;
N 62°35'34" E, 56.65 feet;
N 16°57'59" E, 32.41 feet;
N 40°23'05" E, 25.93 feet;
N 39°34'08" E, 34.37 feet;

N 52°56'25" E, 37.87 feet;

N 79°32'10" E, 79.53 feet;

N 11°15'46" E, 41.50 feet;

N 16°15'58" W, 78.92 feet;

And N 11°06'23" E, 39.16 feet to a point for a southerly corner of a tract conveyed to Hunt Wandering Creek Land, LLC, recorded in Document No. 2022000078273 OPRCCT;

THENCE along the common line thereof, the following:

N 50°54'57" E, 107.35 feet;

S 68°43'07" E, 28.74 feet;

S 80°34'06" E, 53.18 feet;

N 62°00'14" E, 54.72 feet;

S 84°42'52" E, 32.95 feet;

N 78°49'32" E, 96.95 feet;

S 85°24'24" E, 90.84 feet;

N 72°46'01" E, 67.95 feet;

N 71°08'32" E, 92.62 feet;

S 77°42'10" E, 54.20 feet;

N 71°09'20" E, 75.19 feet;

S 58°00'55" E, 51.44 feet;

S 03°16'58" E, 103.20 feet;

S 80°36'22" E, 60.66 feet;

And N 69°43'04" E, passing at 104.30 feet the southwest corner of Lot 1, Block A, Wandering Creek, recorded in Book 2023, Page 28 PRCCT, and continuing along the common line thereof a total distance of 139.88 feet;

THENCE continuing along the common line thereof, the following:

N 41°10'06" E, 84.32 feet;

N 22°03'36" W, 21.98 feet;

N 05°22'09" E, 21.59 feet;

N 00°09'11" E, 24.02 feet;

N 19°54'34" E, 31.91 feet;

N 58°12'11" E, 31.51 feet;

S 80°40'45" E, 27.16 feet;

N 77°16'14" E, 82.24 feet;

N 44°51'18" E, 63.91 feet;

N 78°26'45" E, 28.31 feet;

N 87°22'30" E, 43.05 feet;

N 53°02'50" E, 33.82 feet;

N 29°53'04" E, 29.95 feet;

S 62°15'42" E, 26.43 feet;

N 66°47'25" E, 26.27 feet;

And N 00°08'08" E, 264.15 feet to the southwest corner of a tract conveyed to PR Ladera, LLC, recorded in Document No. 20210902001788550 OPRCCT;

THENCE along the common line thereof, the following:

S 64°57'48" E, 54.48 feet;

N 88°56'09" E, 50.09 feet;

N 62°31'57" E, 127.31 feet;

S 79°26'22" E, 183.33 feet;

N 77°51'13" E, 116.34 feet;

N 51°21'52" E, 176.18 feet;

N 84°30'02" E, 133.19 feet;

N 29°34'03" E, 126.77 feet;

N 64°10'31" E, 237.53 feet;

N 82°14'19" E, 226.80 feet;

N 77°15'36" E, 109.08 feet;

N 45°40'31" E, 91.02 feet;

And N 59°01'21" E, 227.01 feet to a 1/2" iron rod with plastic cap stamped "SPIARSENG" set on the west line of Farm to Market Road 2478;

THENCE S 00°31'34" E, 150.60 feet along the west line thereof;

THENCE S 30°31'34" E, 30.00 feet continuing along the west line thereof;

THENCE S 00°24'20" E, 124.75 feet to the POINT OF BEGINNING with the subject tract containing 8,285,586 square feet or 190.211 acres of land.

EXHIBIT B
Property Depiction

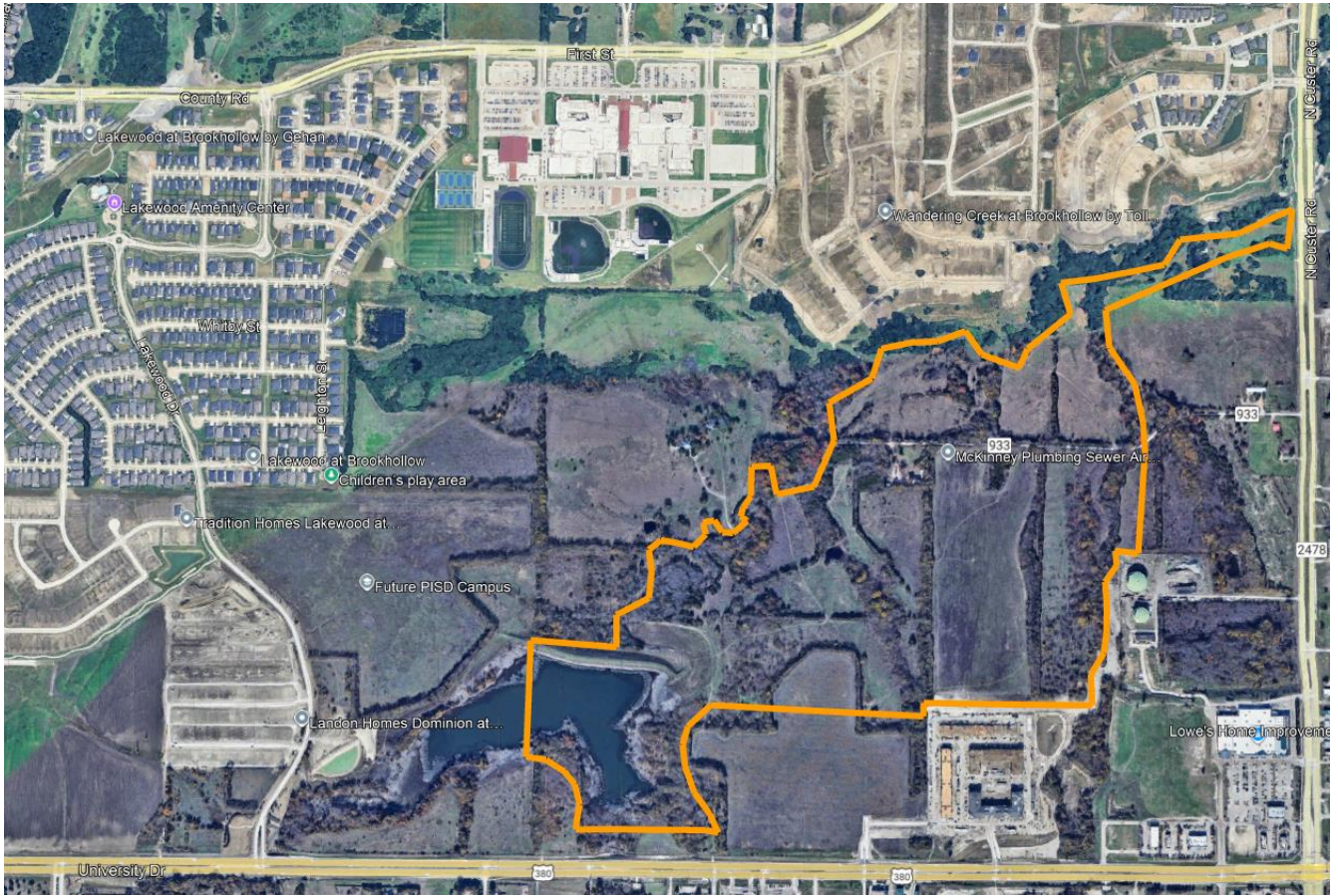


EXHIBIT C

Depiction of the Park Property (Town Park Property and Park Dedication Property)

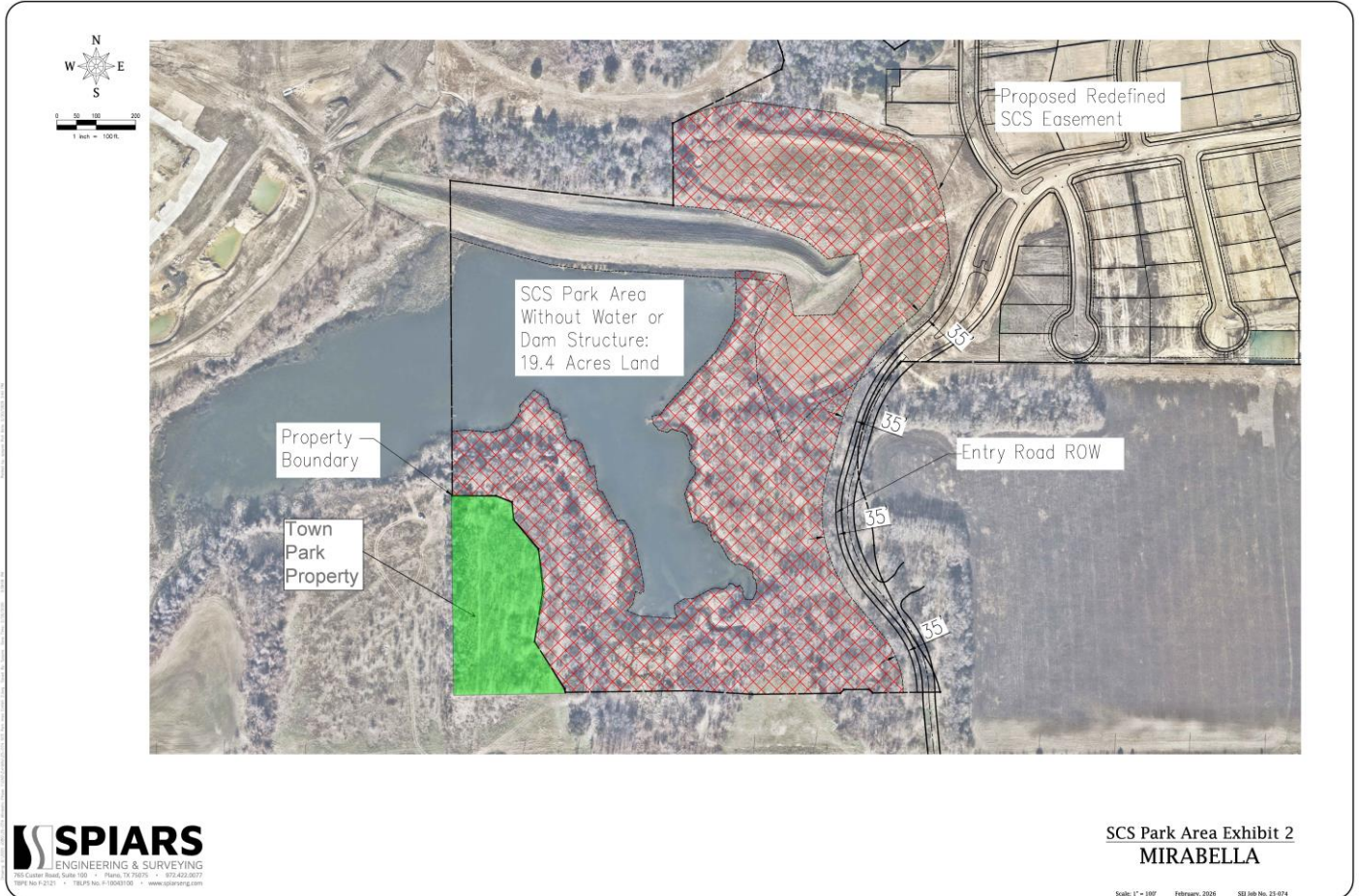


EXHIBIT D

Park Dedication Property Legal Description

[TO BE INSERTED]