



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

1. Extension of Term. The term of this Third Amended Annexation Agreement is hereby extended to September 30, 2025.

2. Construction of Telecommunications Monopole on the Property. The Town hereby consents to the construction of a Telecommunications Monopole on the Property, and said construction shall not be deemed a violation of the 2009 Annexation Agreement, the 2014 Amended Annexation Agreement and the 2019 Second Amended Annexation Agreement. All permitting for the construction of the Telecommunications Monopole shall be pursuant to the existing Town subdivision ordinance and regulations.

3. Pre-Existing Structures. All structures on the Property as of the date of execution of this Third Amended Annexation Agreement (“Pre-Existing Structures”), including the Telecommunications Monopole, are found to be conforming structures, and the Town shall take no action during the Term of this Agreement that, as a result, would make any Pre-Existing Structures nonconforming or illegal. Owner shall have the right to rebuild or reconstruct any Pre-Existing Structures to its previous configuration; however, Owner shall rebuild or reconstruct in accordance with the Town’s then-existing building and construction codes.

4. Existing Uses. Nothing in this Third Amended Annexation Agreement prohibits the use of the Property as it currently is used as of the Effective Date of this Third Amended Annexation Agreement.

5. Property Subject to Annexation. In the event of (1) any violation of any provision of this Third Amended Annexation Agreement or the 2009 Annexation Agreement, the 2014 Amended Annexation Agreement and/or the 2019 Second Amended Annexation Agreement, or (2) the expiration of the term of this Third Amended Annexation Agreement, as referenced in Paragraph 1, above, the Town may annex the Property during the two (2) year period following either the date of expiration of this Third Amended Annexation Agreement or the date of the Town’s initial notice to Owner of an Event of Default, whichever is applicable. In the event of either of the foregoing, the Property shall be subject to annexation at the discretion of the Town and Owner agrees that such annexation shall be voluntary and Owner hereby irrevocably consents to such annexation.

6. Compliance. The Parties acknowledge and agree that the Town, in its sole discretion, shall determine whether Owner is in compliance with any provision contained in this Third Amended Annexation Agreement, the 2009 Annexation Agreement, the 2014 Amended Annexation Agreement and/or the 2019 Second Amended Annexation Agreement.

7. Subdivision or Development of the Property. During the Term of this Agreement,

in the event the Property is subdivided or Owner files any development-related document for the Property with Collin County or the Town (except for the rebuilding or reconstruction of any Pre-Existing Structure, in accordance with Paragraph 3, above), this Third Amended Annexation Agreement shall be rendered null and void and of no further effect, and the Property may be annexed by the Town. Owner agrees and acknowledges that if any plat or development-related document is filed in violation of this Third Amended Annexation Agreement, or if Owner commences development of the Property in violation of this Third Amended Development Agreement, then in addition to the Town's other remedies, such act will constitute a petition for voluntary annexation by Owner, and the Property will be subject to annexation at the discretion of the Town. Owner agrees that such annexation shall be voluntary and Owner hereby irrevocably consents to such annexation.

8. Provisions of the 2009 Annexation Agreement, the 2014 Amended Annexation Agreement and the 2019 Second Amended Annexation Agreement in Full Force and Effect. All other provisions of the 2009 Annexation Agreement, the 2014 Amended Annexation Agreement and the 2019 Second Amended Annexation Agreement, shall remain in full force and effect, except to the extent amended herein.

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

**[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]**

**TOWN OF PROSPER, TEXAS**

By: \_\_\_\_\_  
Harlan Jefferson, Town Manager

**ATTEST:**

\_\_\_\_\_  
Melissa Lee, Town Secretary

**OWNER:**

\_\_\_\_\_  
Christine Sterling, Vice President  
Y-C Nurseries, Inc.

**STATE OF TEXAS            )**  
**)**  
**COUNTY OF COLLIN        )**

This instrument was acknowledged before me on the \_\_\_ day of \_\_\_\_\_, 20\_\_, by Harlan Jefferson, Town Manager for the Town of Prosper, Texas, on behalf of the Town of Prosper.

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

**STATE OF TEXAS            )**  
**)**  
**COUNTY OF COLLIN        )**

This instrument was acknowledged before me on the \_\_\_ day of \_\_\_\_\_, 20\_\_, by Christine Sterling, Vice President, Y-C Nurseries, Inc., the Owner of the Property referenced herein, on behalf of Y-C Nurseries, Inc.

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

**EXHIBIT A**

**Description and/or Depiction of Property**