



ROADWAY IMPACT FEES REIMBURSEMENT AGREEMENT

THIS ROADWAY IMPACT FEES REIMBURSEMENT AGREEMENT ("Agreement") is made and entered into this 13th day of December, 2016, by and between the Town of Prosper, Texas ("Prosper" or the "Town"), and BLUE STAR DEVELOPMENT COMPANY ("Developer"), collectively referred to as the "Parties."

WITNESSETH:

WHEREAS, Developer is developing a project in the Town known as The Villages of Star Trail ("StarTrail"), which development previously has been approved, in part, by the Town, and which contains multiple development phases; and

WHEREAS, the legal descriptions of the Star Trail property ("Property") are attached hereto as Exhibit A; and

WHEREAS, the Town and Developer wish to address the construction of thoroughfares as well as the timing, construction and payment of associated costs thereof, related to StarTrail; and

WHEREAS, the Town and Developer acknowledge that the construction of thoroughfares to and in StarTrail is desirable; however, both parties recognize the capital costs associated with the construction of thoroughfares to and in StarTrail; and

WHEREAS, the Town has adopted a Roadway Capital Improvements Plan ("Roadway CIP") as part of its impact fee ordinance, contained in Article 10.02 of Chapter 10 of the Town's Code of Ordinances, as amended, all of which was adopted pursuant to the authority contained in Chapter 395 of the Texas Local Government Code, as amended; and

WHEREAS, in an effort to facilitate the construction of thoroughfares serving StarTrail, 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 thoroughfares and the development of StarTrail proceed uniformly; 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. **Roadway Impact Fees and Roadway CIP Projects.** Builders on land within StarTrail shall be subject to and shall pay the Town roadway impact fees, currently estimated at \$6,969,490.00, pursuant to applicable provisions of the Town's Code of Ordinances, as amended. In each phase of development there are those impact-fee eligible roadway projects (individually a "**Roadway CIP Project**" and collectively the "**Roadway CIP Projects**") which are identified on the Town's Roadway

CIP that Developer agrees and has agreed to construct, if and to the extent Developer elects in its discretion to develop the applicable phase of StarTrail, which possible Roadway CIP Projects being reflected in Exhibit B, attached hereto and incorporated by reference. Should Developer elect in its discretion or otherwise be required to construct any portion of Fishtrap Road or the southern end of Shawnee Boulevard which are shown as "Optional" on Exhibit B, then Developer shall be entitled to reimbursement for same in accordance with the terms of this Agreement.

2. Third Party Roadway Project Rights of Way. (a) The Parties shall cooperate with each other in obtaining from third Parties any and all rights of way ("Third Party Roadway Project Rights of Way") for any Roadway CIP Project depicted in Exhibit B.

(b) Developer shall be responsible for any and all costs and expenses associated with acquiring, by purchase or condemnation, all Third Party Roadway Project Rights of Way, 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, commissioner's fees and costs of appeal, if any ("Right of Way Acquisition Fees"). If requested by the Town, Developer shall, at its sole cost and expense (but subject to reimbursement as described below), lead all right of way acquisition efforts for the Third Party Roadway Project Rights of Way, including, but not limited to, providing all necessary engineering and surveying support required to obtain the Third Party Roadway Project Rights of Way as required for the Roadway CIP Projects. Developer shall pay any and all Right of Way Acquisition Fees within twenty-one (21) calendar days of receiving a written request and supporting invoice from the Town for the same.

(c) The Town will, at Developer's sole cost and expense (but subject to 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 Third Party Roadway Project Rights of Way. The Town shall review and approve any and all documents associated with the Third Party Roadway Project Rights of Way required herein. If the Town determines, in its reasonable discretion, that condemnation proceedings are necessary to secure the Third Party Roadway Project Rights of Way, the Town shall have the right to, at Developer's sole cost and expense (but subject to reimbursement as described below), take any and all steps the Town deems necessary to initiate said proceedings.

(d) The Third Party Roadway Project Rights of Way shall be filed and recorded prior to the commencement of construction of any Roadway CIP Project or any portion thereof, unless a Right of Entry is secured, 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.

(e) If the Third Party Roadway Project Rights of Way are not obtained, or the Town has not secured the right to possess, in a form reasonably acceptable to the

Town, the land made the subject of the Third Party Roadway Project Rights of Way, within ninety (90) days after the Effective Date on terms acceptable to the Town, then the Town shall commence, and thereafter diligently pursue to completion, condemnation proceedings to obtain such Third Party Roadway Project Rights of Way as soon as reasonably possible. Notwithstanding anything to the contrary herein, the Town and Developer agree that the Town may initiate condemnation proceedings prior to the expiration of the ninety (90) days referred to in this Paragraph.

3. Rights of Way Acquisition Fees, Construction Costs and Reimbursement. Provided Developer constructs, and the Town accepts, any Roadway CIP Project contemplated by this Agreement, Developer shall be reimbursed impact fee-eligible costs as described in this Agreement for the Right of Way Acquisition Fees and construction costs associated with the Roadway CIP Project. The phrase "Right of Way Acquisition Fee" shall have the meaning as defined in section 2.(b) above. The term "construction costs" as used above shall mean the actual costs of constructing the Roadway CIP Projects, including, but not limited to, design costs, labor and material costs, engineering costs, surveying costs and geotechnical material testing costs associated with the Roadway CIP Projects. The current estimated construction costs for the planned Roadway CIP Projects are \$6,315,000.00. No Right of Way Acquisition Fees or construction costs for any Roadway CIP Project shall be incurred by Developer until Developer submits a request for reimbursement for same to the Town's Engineer for review and written approval, which review and approval shall not be unreasonably withheld, conditioned or delayed. The Town will use its reasonable efforts to pay Developer any requested reimbursement quarterly and as applicable, on January 15, April 15, July 15, and October 15 of each year beginning the first quarterly date after the Town accepts any particular Roadway CIP Project.

4. Reimbursements from Roadway Impact Fees. Any reimbursement to Developer contemplated by this Agreement shall come only from roadway impact fees collected by the Town from eligible development expenses as described in this Agreement within StarTrail and the additional service areas to be served by the Roadway CIP Projects as shown on Exhibit C, attached hereto. The reimbursement of roadway impact fees for any Roadway CIP Project shall cease when the amount tendered, through the reimbursement of collected roadway impact fees equals the total sum of the Right of Way and Easement Acquisition Costs and construction costs as defined above. Attached hereto and incorporated by reference is Exhibit D, which exhibit reflects the current proposed development of the Property by phases and anticipated roadway impact fees to be collected by Town and reimbursed to Developer by the Town.

5. Timing of Reimbursement by the Town. Roadway impact fees collected by the Town shall be reimbursed to Developer for eligible Roadway CIP Project costs as described above, based upon the order of the Town's acceptance of each particular Roadway CIP Project. For purposes of clarification, upon the Town's acceptance of the first Roadway CIP Project, Developer shall receive reimbursement of roadway impact fees collected by the Town until Developer is paid the full amount

eligible for reimbursement. If a second Roadway CIP Project is accepted by the Town prior to full reimbursement for the first Roadway CIP Project, no reimbursements shall be paid for the second Roadway CIP Project until reimbursement for the first Roadway CIP Project has been made in full.

6. **Obligation to Reimburse.** In the event that full reimbursement has not been made to Developer by the Town after the expiration of ten (10) years from the date of acceptance of the final Roadway CIP Project for StarTrail, as reflected in the Roadway CIP and as contemplated by this Agreement, the Town shall endeavor to reimburse Developer from general roadway impact fees collected by the Town.

7. **Existing Agreements and Their Applicability.** (a) The Property, or a portion thereof, is subject to existing Impact Fee Credit Agreements entitled the "Agreement Between the Town of Prosper, Texas and Prosper Joint Venture, LTD. Parcel 40-15" and the "Agreement Between the Town of Prosper, Texas and 183 Land Corporation, Inc. Parcel 40-17. These Credit Agreements are filed in Collin County as Instruments 20060425000545740 and 20060425000545750, respectively.

(b) The Town and Developer hereby acknowledge and agree that the Town will collect impact fees for the construction of residential units located within the existing Credit Agreement areas which are shown on **Exhibit E**. These impact fees will then be reimbursed to Developer in accordance with this Agreement for the construction of the CIP roadways.

(c) The total amount of Roadway Impact Fees collected from residential units within the Credit Agreement Area and then reimbursed to the Developer per this Agreement shall be deducted from the combined total original amount of the Credit Agreements. Based upon the current Roadway Impact Fee, this amount is estimated to be \$454,694.00.

8. **Assignment.** Developer shall have the right to assign this Agreement, in whole or in part, only to one or more parties purchasing undeveloped portions of StarTrail, which party (or parties) shall have the option to construct any Roadway CIP Projects located in such portions.

9. **Default.** If Developer fails to comply with any provision of this Agreement after receiving fifteen (15) days' written notice to comply from Town or such longer period as may be reasonably necessary provided that Developer commences to cure the default or breach within the 15-day period and proceeds with reasonable diligence thereafter to complete such cure, then so long as such default continues and is not cured, Town shall have the following remedies, in addition to Town's other rights and remedies:

(a) to refuse to accept any public improvements as to the applicable portion of StarTrail to which the default relates; and/or

(b) to construct and/or complete the Roadway CIP Projects and to recover any and all costs and expenses associated with the construction and/or completion of same, including, but not limited to, any and all reasonable attorney's fees and costs associated therewith; and/or

(c) to seek specific enforcement of this Agreement.

In the event Town fails to comply with the terms and conditions of this Agreement, Developer may seek specific enforcement of this Agreement and/or bring suit to recover any amounts due and owing hereunder (but not consequential or punitive damages) as its sole and exclusive remedies.

10. **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.

11. **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.

12. **Notices.** Any notices required or permitted to be given hereunder shall be given by certified or registered mail, return receipt requested, to the addresses set forth below or to such other single address as either party hereto shall notify the other:

If to the Town: The Town of Prosper, Texas
P.O. Box 307
Prosper, Texas 75078
Attn: Town Manager's Office

If to the Developer: George Mitchell
Assistant Treasurer
Blue Star Development Corporation
8000 Warren Parkway, Suite 100
Frisco, Tx 75034

With a copy to:

Scott Shipp
8000 Warren Parkway, Suite 100
Frisco, Tx 75034

13. **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).

14. **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.

15. **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.

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

17. **Counterparts.** This Agreement may be executed in a number of identical counterparts, each of which shall be deemed an original for all purposes. A facsimile signature will also be deemed to constitute an original if properly executed.

18. **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.

19. **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.

20. **Notification of Sale or Transfer.** The Developer shall notify the Town in writing of a sale or transfer of all or any portion of the Property where Developer plans to assign all or a portion of this Agreement, as contemplated herein, within ten (10) business days of such sale or transfer.

21. **Authority to Execute.** 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. This Agreement is and shall be binding upon the Developer, its successors, heirs, assigns, grantees, vendors, trustees, representatives, and all others holding any interest now or in the future.

22. **Mediation.** In the event of any disagreement or conflict concerning the interpretation of this Agreement, and such disagreement cannot be resolved by the signatories hereto, the signatories agree to submit such disagreement to mediation.

23. **Indemnification.** From the Effective Date of this Agreement to the date on which all work with respect to a Roadway CIP Project is completed and all improvements, as contemplated herein, have been accepted by the Town, 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 Town and its elected and appointed officials, officers, employees and agents 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 Roadway CIP Projects 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(s) in providing such defense.

24. **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 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 this Agreement. Developer shall retain Town-approved defense counsel within seven (7) business days of the Town's written notice that the Town is invoking its right to indemnification under this Agreement.

25. **Survival.** Paragraph 23, "Indemnification," shall survive the termination of this Agreement.

26. **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.

27. **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.

28. **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.

29. **Applicability of Town Ordinances.** The signatories hereto shall be subject to all applicable ordinances of the Town, whether now existing or in the future arising.

30. **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 roughly proportional to the need for such land and 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 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 roadway services to the Property.

31. **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 all further agreements, ordinances or resolutions contemplated by 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 \$5,000.00 within ten (10) days upon receipt of an invoice of same from Prosper.

IN WITNESS WHEREOF, the parties hereto have caused this document to be executed as of the date first above written.

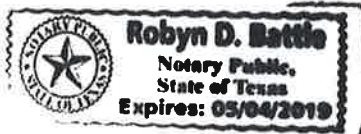
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THE TOWN OF PROSPER, TEXAS

By: [Signature]
Name: Harlan Jefferson
Title: Town Manager

STATE OF TEXAS)
)
COUNTY OF COLLIN)

This instrument was acknowledged before me on the 13th day of December, 2016, by Harlan Jefferson, Town Manager for the Town of Prosper, Texas, on behalf of the Town of Prosper, Texas.



[Signature]
Notary Public, State of Texas

BLUE STAR DEVELOPMENT COMPANY, a
Texas Corporation

By: George Mitchell
George Mitchell
Title: Assistant Treasurer

STATE OF TEXAS)
COUNTY OF Collin)

Before me, the undersigned authority, a notary public in and for the State of Texas, on this day personally appeared George Mitchell, Assistant Treasurer of Blue Star Development Company, a Texas Corporation, 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 expressed, and in the capacity therein stated, on behalf of such entities.

Given under my hand and seal of office this 9th day of December, 2016.

Kerry Harrington
Notary public in and for the State of Texas
My commission expires: 2-10-18

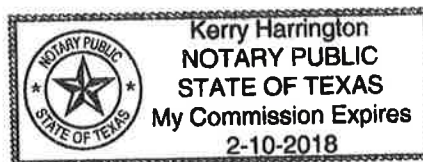


EXHIBIT A
(Property Legal Description)

(SEE NEXT 6 PAGES)

EXHIBIT "A"
LEGAL DESCRIPTION
STAR TRAIL
758.837 ACRES

BEING a tract of land situated in the COLLIN COUNTY SCHOOL LAND #12 SURVEY, ABSTRACT NO. 147, Collin County, Texas, the J.M. DURRETT SURVEY, ABSTRACT NO. 350, and the LOUISA NEATHERLY SURVEY, ABSTRACT NO. 962, Denton County, Texas, and being all of that tract of land conveyed to Blue Star Allen Land, LP, according to the document filed of record in Document Number 2011230001411880, Deed Records, Collin County, Texas, and being all of that tract of land conveyed to Blue Star Allen Land, LP, and described as Parcel II, according to the document filed of record in Document Number 2011063000676920, Deed Records, Collin County, Texas, and being part of that tract of land conveyed to Blue Star Allen Land, LP, and described as Parcel III, according to the document filed of record in Document Number 2011063000676920, Deed Records, Collin County, Texas, and all of that tract of land conveyed to Blue Star Allen Land, LP, and described as Parcel IV, according to the document filed of record in Document Number 2011063000676920, Deed Records, Denton County, Texas, and being part of that tract of land conveyed to 183 Land Corporation, Inc., and described as Tract Two, according to the document filed of record in Document Number 97-0005168, Deed Records, Collin County, Texas, and being more particularly described as follows:

BEGINNING at a 1/2 inch iron rod found in West 1st Street, for the southwest corner of said Parcel III tract, from which a 5/8 inch iron rod with a yellow plastic cap stamped "HUITT ZOLLARS" bears North 00° 07' 36" East, 36.17 feet;

THENCE South 89° 37' 07" West, along said road and south line of said Parcel III tract, a distance of 1,332.56 feet to a 1/2 inch iron rod found for corner;

THENCE South 89° 26' 30" West, continuing with said road and with the south line of the above mentioned Blue Star Allen Land, LP tract, filed in Document Number 2011230001411880, a distance of 1,285.03 feet to a 1/2 inch iron rod found for corner;

THENCE Leaving said road and said south line and with the common line of said Blue Star Allen Land, LP tract and a tract of land conveyed to Nickey L. James, Et Ux, according to the documents file of record in Volume 1084, Page 862, and Volume 1891, Page 638, Deed Records, Collin County, Texas, the following three (3) courses and distances:

North 00° 14' 07" West, a distance of 933.72 feet to a 1/2 inch iron rod with a yellow plastic cap stamped "DAA" found for corner;

South 89° 39' 36" West, a distance of 497.95 feet to a 1/2 inch iron rod found for corner;

South 00° 20' 03" East, a distance of 930.34 feet to a 1/2 inch iron rod found for corner;

THENCE North 89° 30' 37" West, with the south line of the above mentioned Blue Star Allen Land, LP tract, a distance of 1,383.18 to a 1/2 inch iron rod with a yellow plastic cap stamped

“DAA” set in County Road 6, also known as North Legacy Drive, from which a 1/2 inch iron rod bears South 86° 26' 04" East, 19.13 feet;

THENCE North 00° 15' 31" East, leaving said south line and with said North Legacy Drive and with the west line of said Blue Star Allen Land, LP tract, being common with the east line of the above mentioned Parcel IV, a distance of 429.62 feet to a 1/2 inch iron rod found for the most easterly, southeast corner of said Parcel IV, being common with the most northerly northeast corner of that tract of land conveyed to Quorum Legacy Partners, LP, according to the document recorded in Document Number 200700091811, Deed Records, Denton County, Texas, from which a monument stamped “DAA 109” bears South 08° 29' 04" West, 160.47 feet;

THENCE Leaving said common corner, and with the common line of said Parcel IV and said Quorum Legacy Partners, LP tract, the following ten (10) courses and distances:

North 89° 52' 20" West, leaving said common line, a distance of 367.55 feet to a 1/2 inch iron rod with a red plastic cap found for corner;

South 00° 07' 57" West, a distance of 540.00 feet to a 1/2 inch iron rod found for corner;

North 89° 52' 13" West, a distance of 499.79 feet to a 1/2 inch iron rod found for corner;

South 00° 07' 15" West, a distance of 625.72 feet to a 1/2 inch iron rod with a red plastic cap found for corner;

South 68° 55' 18" West, a distance of 121.47 feet to a 1/2 inch iron rod with a red plastic cap found for corner;

South 15° 46' 02" East, a distance of 126.29 feet to a 1/2 inch iron rod with a red plastic cap found for corner;

South 16° 41' 05" East, a distance of 129.09 feet to a 1/2 inch iron rod with a red plastic cap found for corner;

South 23° 29' 06" East, a distance of 40.02 feet to a 1/2 inch iron rod found for corner;

South 68° 38' 56" East, a distance of 35.38 feet to a 1/2 inch iron rod with a red plastic cap found for corner;

South 22° 58' 04" East, a distance of 79.51 feet to a 1/2 inch iron rod with a red plastic cap stamped “PEISER SURVEYING” found in Fishtrap Road, a variable width right-of-way, for the most southerly, southeast corner of the above mentioned Parcel IV, being common with the southwest corner of said Quorum Legacy Partners, LP tract;

THENCE South 66° 45' 09" West, with said Fishtrap Road, a distance of 788.47 feet to a 1/2 inch iron rod with a yellow plastic cap stamped “DAA” set for the most southerly, southwest corner of said Parcel IV, being common with the southeast corner of that tract of land conveyed to Mav

Partners, LLC, and described as Tract Three, according to the document filed of record in Document Number 201400063637, Deed Records, Denton County, Texas;

THENCE North 01° 12' 29" West, leaving said common corner and said Fishtrap Road, with the east line of said Tract Three, passing at a distance of 53.74 feet, a 1/2 inch iron rod with a yellow plastic cap stamped "ARTHUR SURVEY" found, and continuing in all for a total distance of 351.55 feet to a 1/2 inch iron rod with a yellow plastic cap stamped "DAA" set for an interior ell corner of said Parcel IV, being common with the northeast corner of said Tract Three;

THENCE North 74° 40' 20" West, leaving said common corner and with the north line of said Tract Three, a distance of 166.83 feet to a 1/2 inch iron rod with a yellow plastic cap stamped "DAA" set in the east line of that tract of land conveyed to Mav Partners, LLC, and described as Tract One of the above mentioned document filed of record in Document Number 201400063637, for an interior ell corner of said Parcel IV, being common with the northwest corner of said Tract Three;

THENCE North 00° 38' 53" East, leaving said common corner and with said east line, a distance of 350.62 feet to a 1/2 inch iron rod with a yellow plastic cap stamped "DAA" set for an interior ell corner of said Parcel IV, being common with the northeast corner of said Tract One;

THENCE South 89° 40' 08" West, leaving said common corner and with the north line of said Tract One, passing at a distance of 240.90 feet, a 1/2 inch iron rod with a yellow plastic cap stamped "ARTHUR SURVEYING" found, and continuing in all for a total distance of 386.47 feet to a 1/2 inch iron rod with a yellow plastic cap "ARTHUR SURVEYING" found for the most westerly, southwest corner of said Parcel IV, being common with the northwest corner of said Tract One, said being the southeast corner of that tract of land conveyed to Church of Celebration Metro, Inc., according to the document filed of record in Document Number 201400056866, Deed Records, Denton County, Texas;

THENCE North 00° 02' 31" West, a distance of 423.26 feet to a 1/2 inch iron rod with a red plastic cap found in the east line of said Church of Celebration Metro, Inc. tract, being common with the west line of said Parcel IV;

THENCE North 00° 12' 44" East, continuing with said west line, passing at a distance of 1,238.36 feet, a 5/8 inch iron rod with a yellow plastic cap stamped "PETITT" found, and passing at a distance of 344.99 feet, a 1/2 inch iron rod with a yellow plastic cap stamped "PETITT 4087" found, and continuing in all for a total distance of 5,276.93 feet to a 5/8 inch iron rod found for in Prosper Trail, (CR 4), variable width right-of-way, for the northwest corner of said Parcel IV, being common with the northeast corner of that tract of land conveyed to G&R STX Investments, LLC, according to the document filed of record in Document Number 200900144801, Deed Records, Denton County, Texas;

THENCE North 89° 22' 03" East, leaving said common corner and with said Prosper Trail, a distance of 992.86 feet to a 1/2 inch iron rod with a red plastic cap found in the south line of that tract of land conveyed to The Leonard and Norma E. McCasland Revocable Living Trust, according to the document filed of record in Volume 4683, Page 1919, Deed Records, Denton

County, Texas, for a north corner of said Parcel IV, being common with the northwest corner of that tract of land conveyed to Legacy Prosper, LLC, according to the document filed of record in Document Number 2016-27603, Deed Records, Denton County, Texas;

THENCE Leaving said Prosper Trail and said common corner, with the common line of said Parcel IV and said Legacy Prosper, LLC tract, the following four (4) courses and distances:

South 00° 39' 42" East, a distance of 346.04 feet to a 1/2 inch iron rod found for corner;

South 89° 15' 31" East, a distance of 311.16 feet to a 1/2 inch iron rod found for corner;

South 00° 42' 00" West, a distance of 924.93 feet to a 1/2 inch iron rod found for corner;

South 89° 16' 19" East, a distance of 806.37 feet to a 1/2 inch iron rod with a red plastic cap found in the above mentioned North Legacy Drive, being common with the west line of the above mentioned Parcel II, for the northeast corner of the above mentioned Parcel IV, being common with the southeast corner of the above mentioned Legacy Prosper, LLC tract;

THENCE North 00° 15' 30" East, leaving said common corner and with said common line, a distance of 506.84 feet to a 1/2 inch iron rod with a yellow plastic cap stamped "DAA" set for the northwest corner of said Parcel II, being common with the southwest corner of a tract of land conveyed to The Davidson Family Living Trust, and described as Tract 3, according to the document filed of record in Document Number 20060814001158840, Deed Records, Collin County, Texas;

THENCE North 89° 51' 58" East, a distance of 869.16 to a 1/2 inch iron rod with a yellow plastic cap stamped "DAA" set in the west line of the above mentioned Blue Star Allen Land, LP tract, filed in Document Number 20111230001411880, for the southeast corner of said The Davidson Family Living Trust tract;

THENCE North 00° 09' 35" West, with the east line of said The Davidson Family Living Trust tract, a distance of 1,001.98 feet to a 1/2 inch iron rod with a yellow plastic cap stamped "DAA" set in County Road 4, also known as Prosper Trail, and north line of said Blue Star Allen Land, LP tract;

THENCE Along said Prosper Trail and with said north line, the following six (6) courses and distances:

North 89° 27' 35" East, passing at a distance of 713.08 feet, an iron rod found, and passing at a distance of 332.97 feet, a 5/8 inch iron rod found, and continuing for a total distance of 1,454.92 feet to a 1/2 inch iron rod with a yellow plastic cap stamped "DAA" set for corner, from which a 1/2 inch iron rod found bears South 00° 21' 57" West, 1.14 feet;

South 00° 29' 40" East, a distance of 22.11 feet to a 1/2 inch iron rod with a yellow plastic cap stamped "DAA" set for corner;

North 89° 27' 20" East, continuing along said lines, a distance of 1,611.87 feet to a 5/8 inch iron rod found for the common northeast corner of said Blue Star Allen Land, LP tract and northwest corner of the above mentioned Tract Two;

North 89° 28' 36" East, a distance of 373.42 feet to a 1/2 inch iron rod with a yellow plastic cap stamped "DAA" set for corner;

THENCE Leaving the above mentioned north line, over and across the above mentioned Tract Three, the above mentioned Tract Two, and the above mentioned Parcel III, the following eleven (11) courses and distances:

South 00° 29' 56" East, a distance of 174.33 feet to a 1/2 inch iron rod with a yellow plastic cap stamped "DAA" set for corner;

South 03° 18' 54" West, a distance of 150.33 feet to a 1/2 inch iron rod with a yellow plastic cap stamped "DAA" set for corner;

South 00° 29' 56" East, a distance of 527.69 feet to a 1/2 inch iron rod with a yellow plastic cap stamped "DAA" set for corner at the beginning of a curve to the left having a central angle 34° 04' 24", a radius of 1,055.00 feet and a chord bearing and distance of South 17° 32' 08" East, 618.19 feet;

With said curve to the left, an arc distance of 627.40 feet to a 1/2 inch iron rod with a yellow plastic cap stamped "DAA" set for corner;

South 34° 34' 20" East, a distance of 153.52 feet to a 1/2 inch iron rod with a yellow plastic cap stamped "DAA" set for corner at the beginning of a curve to the right having a central angle 34° 04' 24", a radius of 1,145.00 feet and a chord bearing and distance of South 17° 32' 08" East, 670.93 feet;

With said curve to the right, an arc distance of 680.92 feet to a 1/2 inch iron rod with a yellow plastic cap stamped "DAA" set for corner;

South 00° 29' 56" East, a distance of 474.18 feet to a 1/2 inch iron rod with a yellow plastic cap stamped "DAA" set at the beginning of a curve to the right having a central angle of 14° 51' 53", a radius of 1,145.00 feet and a chord bearing and distance of South 06° 56' 00" West, 296.22 feet;

With said curve to the right, an arc distance of 297.06 feet to a 1/2 inch iron rod with a yellow plastic cap stamped "DAA" set for corner;

South 14° 21' 57" West, a distance of 575.94 feet to a 1/2 inch iron rod with a yellow plastic cap stamped "DAA" set for corner at the beginning of a curve to the right having a central angle 05° 21' 33", a radius of 1,145.00 feet and a chord bearing and distance of South 17° 02' 43" West, 107.06 feet;

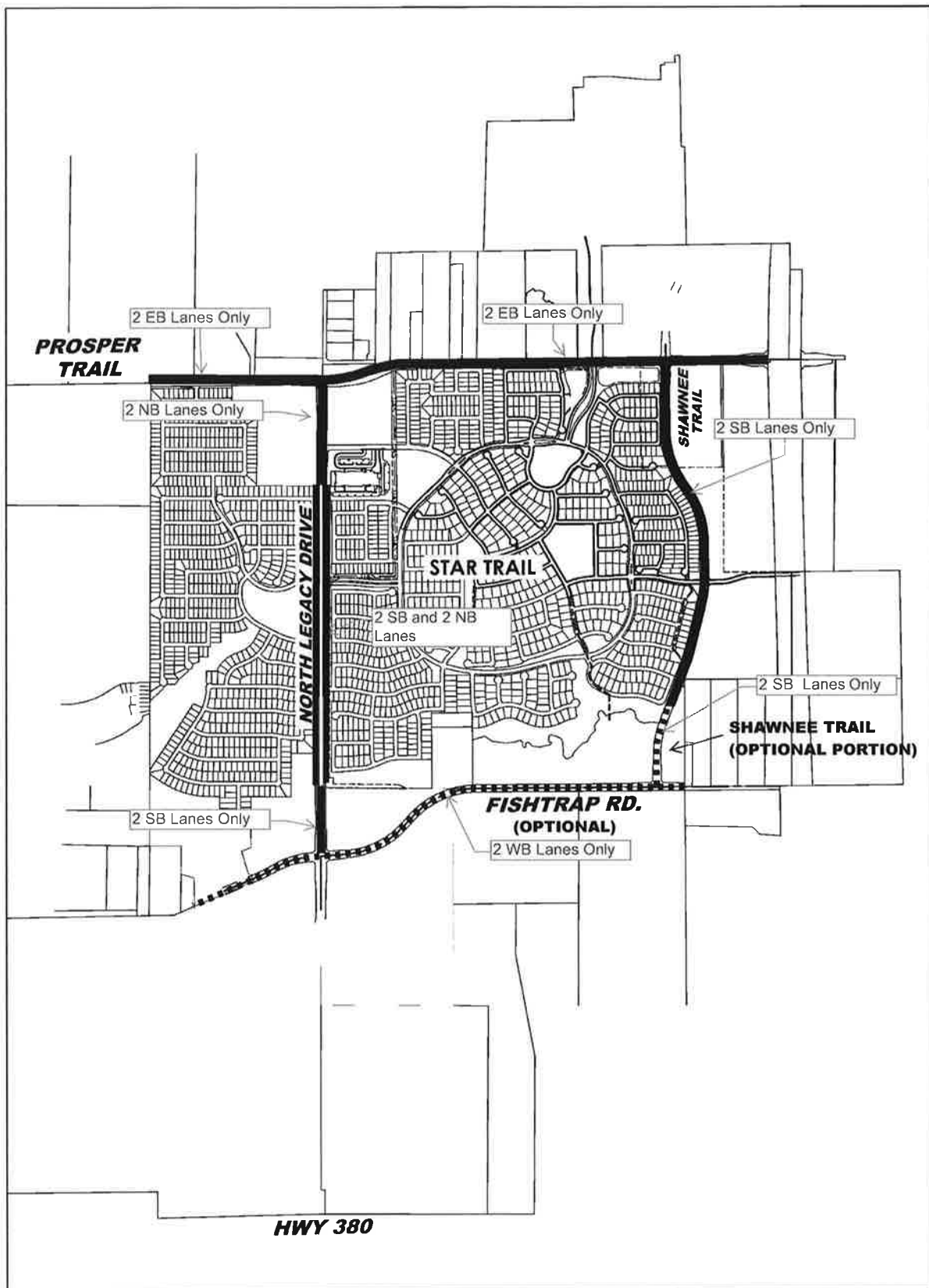
With said curve to the right, an arc distance of 107.10 feet to a 1/2 inch iron rod with a yellow plastic cap stamped "DAA" set for corner;

South 19° 43' 29" West, a distance of 278.71 feet to a 1/2 inch iron rod found for the northwest corner of a tract of land conveyed to Marilyn Richter Cowley, and described as Tract 1, according to the document filed of record in Document Number 199440816000767470, Deed Records, Collin County, Texas;

THENCE South 00° 04' 41" West, with the common east line of the above mentioned Parcel III and west line of said Tract 1, a distance of 1,326.36 feet to the **POINT OF BEGINNING** and containing 758.837 acres of land, more or less.

EXHIBIT B
(Roadway CIP Projects to be Constructed by Developer)

(SEE NEXT PAGE)



THIS EXHIBIT IS FOR ILLUSTRATIVE PURPOSES ONLY AND DOES NOT
NECESSARILY DEPICT THE PROJECT AS IT SHALL FINALLY BE DEVELOPED



EXHIBIT "B"
ROAD CIP PROJECTS
STAR TRAIL
PROSPER, TEXAS

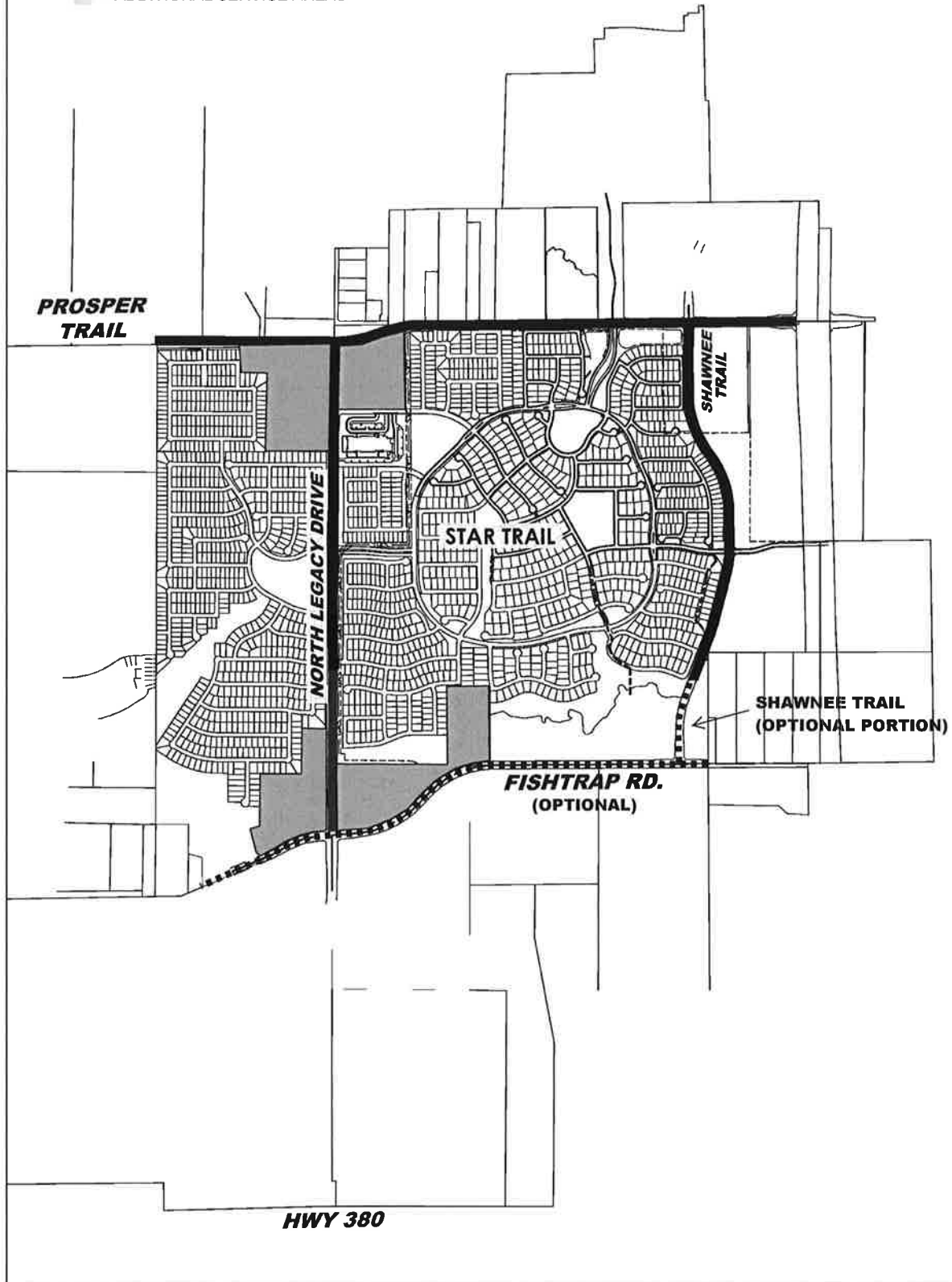


DOWDEY, ANDERSON & ASSOCIATES, INC.
5225 Village Creek Drive, Suite 200 Plano, Texas 75093 972-931-0994

EXHIBIT C
(Additional Service Areas)

(SEE NEXT PAGE)

■ = ADDITIONAL SERVICE AREAS



THIS EXHIBIT IS FOR ILLUSTRATIVE PURPOSES ONLY AND DOES NOT
NECESSARILY DEPICT THE PROJECT AS IT SHALL FINALLY BE DEVELOPED



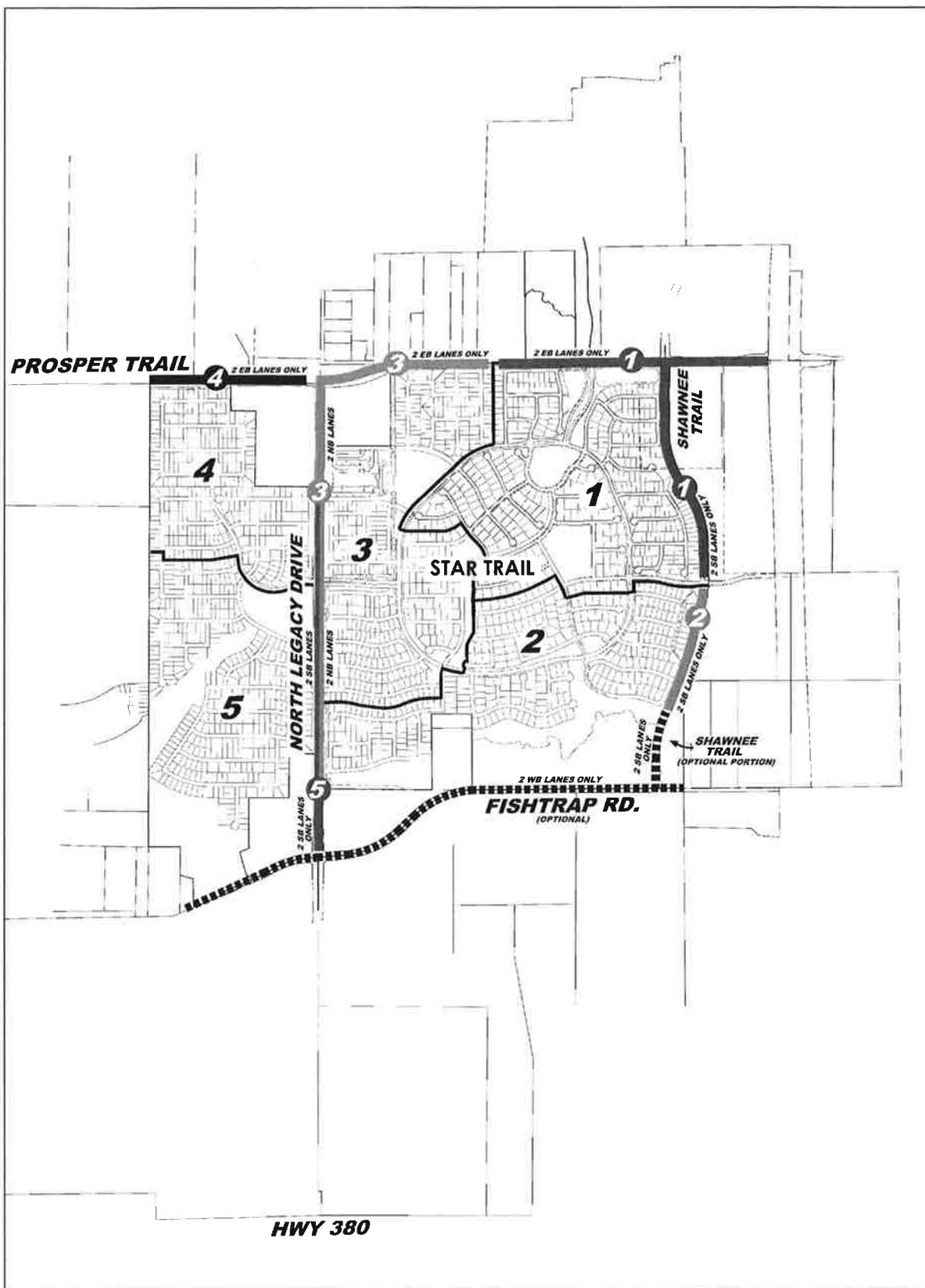
EXHIBIT "C"
ROAD CIP PROJECTS
STAR TRAIL
PROSPER, TEXAS



DOWDEY, ANDERSON & ASSOCIATES, INC.
5225 Village Creek Drive, Suite 200 Plano, Texas 75093 972-931-0094

EXHIBIT D
(Anticipated Phasing of Development and Projected Roadway Impact Fees)

(SEE NEXT 2 PAGES)



THIS EXHIBIT IS FOR ILLUSTRATIVE PURPOSES ONLY AND DOES NOT
NECESSARILY DEPICT THE PROJECT AS IT SHALL FINALLY BE DEVELOPED

PAGE 1 OF 2

EXHIBIT "D"
ROAD CIP PROJECTS
STAR TRAIL
PROSPER, TEXAS



DOWDEY, ANDERSON & ASSOCIATES, INC.
5225 Village Creek Drive, Suite 201 | Plano, Texas 75093 | 972.931.0691

Villages of StarTrail, Prosper, TX
Roadway Capital Improvement Projects

Development Phase	Lot Counts	Estimated CIP Roadway Cost	Impact Fees Available (\$3,727/lot)
1	394	\$1,950,000	\$1,468,438
2	340	\$375,000	\$1,267,180
3	386	\$2,355,000	\$1,438,622
4	340	\$1,005,000	\$1,267,180
5	410	\$630,000	\$1,528,070
	1870	\$6,315,000	\$6,969,490

Note: Phasing projections are based upon current estimates and are subject to change at any time due to economic or other conditions.

EXHIBIT E
(Existing Credit Agreement Areas)

(SEE NEXT PAGE)

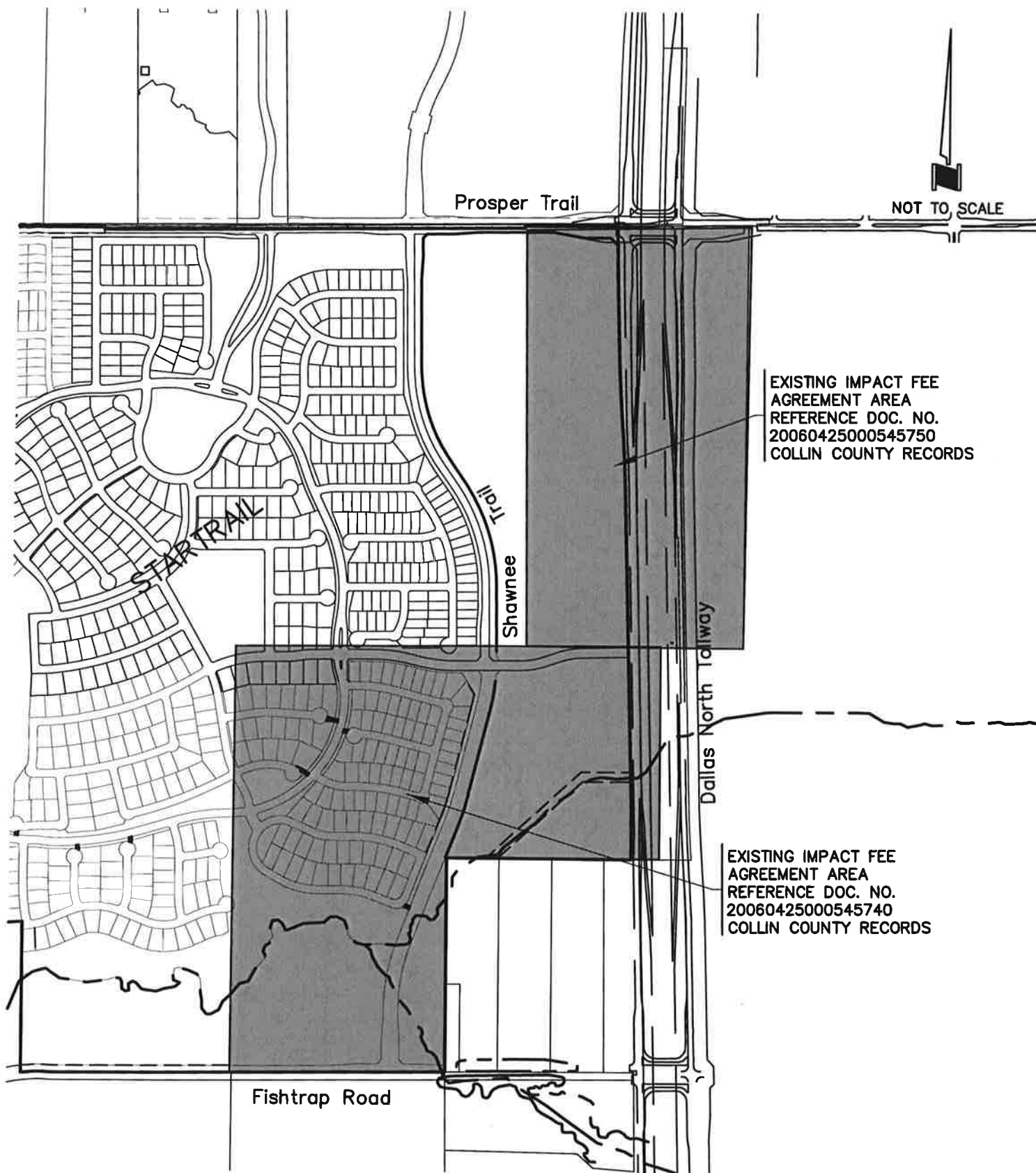


EXHIBIT "E"
EXISTING IMPACT FEE AGREEMENT AREAS
STARTRAIL
PROSPER, TEXAS
Page 26 of 26