Agenda

Prosper Town Council Meeting
Prosper Town Hall, Council Chambers
250 W. First Street, Prosper, Texas
Tuesday, June 09, 2026
6:15 PM

Welcome to the Prosper Town Council Meeting.

Citizens may watch the meeting live by using the following link: www.prospertx.gov/livemeetings

Addressing the Town Council:

Those wishing to address the Town Council must complete the Public Comment Request Form located on the Town's website or in the Council Chambers.

If you are attending in person, please submit this form to the Town Secretary or the person recording the minutes for the Board/Commission prior to the meeting. When called upon, please come to the podium, and state your name and address for the record.

If you are watching online, please submit this form to the Town Secretary prior to 4:00 p.m. on the day of the meeting in order for your comments to be read into the record. The Town assumes no responsibility for technical issues beyond our control.

In compliance with the Texas Open Meetings Act, the Town Council/Board/Commission may not deliberate or vote on any matter that does not appear on the agenda. The Council/Board/Commission, however, may provide statements of fact regarding the topic, request the topic be included as part of a future meeting, and/or refer the topic to Town staff for further assistance.

Citizens and other visitors attending Town Council meetings shall observe the same rules of propriety, decorum, and good conduct applicable to members of the Town Council. Any person making personal, impertinent, profane or slanderous remarks or who becomes boisterous while addressing the Town Council or while attending the meeting shall be removed from the room, if so directed by the Mayor or presiding officer, and the person shall be barred from further audience before the Town Council during that session. Disruption of a public meeting could constitute a violation of Section 42.05 of the Texas Penal Code.

Call to Order/ Roll Call.

Invocation, Pledge of Allegiance and Pledge to the Texas Flag.

Announcements of recent and upcoming events.

Presentations.

1. America 250. (DFB)
2. Hometown Heroes. (RB)

CONSENT AGENDA:
Items placed on the Consent Agenda are considered routine in nature and non-controversial. The Consent Agenda can be acted upon in one motion. Items may be removed from the Consent Agenda by the request of Council Members or staff.

3. Consider and act upon the minutes from the May 12, 2026, Town Council Regular meeting. (MLS)

4. Consider and act upon the minutes from the May 19, 2026, Town Council Regular meeting. (MLS)

5. Consider and act upon authorizing the Town Manager to execute an audit engagement letter between Weaver and Tidwell, L.L.P., and the Town of Prosper, Texas, related to the fiscal year 2026 annual audit. (CL)

6. Consider and act upon authorizing the Town Manager to execute a Standard Utility Agreement (SUA) U-Number U00026000 between the Texas Department of Transportation and the Town of Prosper, Texas, for the reimbursement of costs incurred in adjustment and relocation of the Town's water facilities along Frontier Parkway (FM 1461), up to the amount of eligibility for State participation. (LH)

7. Consider and act upon an Ordinance for a Planned Development for an Indoor Golf Simulator Facility on a part of Block 2 of the Mitchell Addition, on 0.2± acre, located on the west side of Coleman Street and 120± feet north of Fifth Street. (ZONE-25-0009) (DH)

8. Consider and act upon authorizing the Town Manager to execute a Development Agreement between Christa Patel and Jimit Patel and the Town of Prosper relative to a part of Block 2 of the Mitchell Addition, on 0.2± acre, located on the west side of Coleman Street and 120± feet north of Fifth Street. (DEVAGRE-26-0004) (DH)

CITIZEN COMMENTS

The public is invited to address the Council on any topic. However, the Council is unable to discuss or take action on any topic not listed on this agenda. Please complete a "Public Comment Request Form" and present it to the Town Secretary prior to the meeting. Please limit your comments to three minutes. If multiple individuals wish to speak on a topic, they may yield their three minutes to one individual appointed to speak on their behalf. All individuals yielding their time must be present at the meeting, and the appointed individual will be limited to a total of 15 minutes.

REGULAR AGENDA:

Pursuant to Section 551.007 of the Texas Government Code, individuals wishing to address the Council for items listed as public hearings will be recognized when the public hearing is opened. [If you wish to address the Council, please fill out a "Public Comment Request Form" and present it to the Town Secretary, preferably before the meeting begins.]

Items for Individual Consideration:

9. Consider and act upon a request for a rezoning of 61.7± acres from Agricultural and Planned Development-71 to a Planned Development allowing for Mixed-Use Development, located on the south side of First Street and 1,550± feet east of Legacy Drive. (ZONE-24-0025) (DH)

10. Consider and act upon a request to waive the Town's Drainage System Design Requirements for a wet or underground detention pond for the detention pond on the proposed AMR Premium Storage site. (DH)

11. Discuss and consider Town Council Subcommittee reports. (DFB)

Possibly direct Town staff to schedule topic(s) for discussion at a future meeting.

EXECUTIVE SESSION:

Recess into Closed Session in compliance with Section 551.001 et seq. Texas Government Code, as authorized by the Texas Open Meetings Act, to deliberate regarding:

Section 551.087 – To discuss and consider economic development incentives and all matters incident and related thereto.

Section 551.072 – To discuss and consider the purchase, exchange, lease, or value of real property for municipal purposes and all matters incident and related thereto.

Section 551.074 – To discuss and consider personnel matters and all matters incident and related thereto.

Section 551.071 - Consultation with the Town Attorney regarding pending or anticipated litigation.

Section 551.071 - Consultation with the Town Attorney regarding legal issues relative to the recent Attorney General opinion.

Section 551.071 - Consultation with the Town Attorney to discuss legal issues associated with any Work Session or Council Meeting agenda item.

Reconvene in Regular Session and take any action necessary as a result of the Closed Session.

Adjourn.

CERTIFICATION

I, the undersigned authority, do hereby certify that this Notice of Meeting was posted at Prosper Town Hall, located at 250 W. First Street, Prosper, Texas 75078, a place convenient and readily accessible to the general public at all times, and said Notice was posted by 5:00 p.m., on Wednesay, June 3, 2026, and remained so posted at least three (3) business days before said meeting was convened.

_____ _____

Michelle Lewis Sirianni, Town Secretary Date Notice Removed

Pursuant to Section 551.071 of the Texas Government Code, the Town Council reserves the right to consult in closed session with its attorney and to receive legal advice regarding any item listed on this agenda.

NOTICE OF ASSISTANCE AT PUBLIC MEETINGS: The Prosper Town Council meetings are wheelchair accessible. For special services or assistance, please contact the Town Secretary's Office at (972) 569-1073 at least 48 hours prior to the meeting time.

MINUTES

Prosper Town Council Meeting
Prosper Town Hall, Council Chambers
250 W. First Street, Prosper, Texas
Tuesday, May 12, 2026

DRAFT

Call to Order/ Roll Call.

The meeting was called to order at 6:21 p.m.

Council Members Present:
Mayor David F. Bristol
Mayor Pro-Tem Amy Bartley
Deputy Mayor Pro-Tem Chris Kern
Councilmember Marcus E. Ray
Councilmember Craig Andres
Councilmember Jeff Hodges
Councilmember Elect Doug Charles
Councilmember Cameron Reeves

Staff Members Present:
Mario Canizares, Town Manager
Terry Welch, Town Attorney
Michelle Lewis Sirianni, Town Secretary
Bob Scott, Deputy Town Manager
Chuck Ewings, Assistant Town Manager
Robyn Battle, Executive Director
Tony Luton, Human Resources Director
Hulon Webb, Director of Engineering
Chris Landrum, Finance Director
David Hoover, Development Services Director
Carrie Jones, Public Works Director
Gary Landeck, Library Director
Stuart Blasingame, Fire Chief
Ken Myers, Interim Police Chief
Scott Brewer, Assistant Police Chief
Ryan Pasko, IT Specialist II
Stephen Tanner, Director of Community Engagement & Experiences
Myrisa Petty, Communications Specialist

Invocation, Pledge of Allegiance and Pledge to the Texas Flag.

John Fowler with First Presbyterian Church led the invocation. The Pledge of Allegiance and the Pledge to the Texas Flag were recited.

Announcements of recent and upcoming events.

Councilmember Hodges made the following announcements:

Citizens may now register for Prosper Citizens Fire Academy. Classes run for 10 weeks on Thursday evenings from 6:30 to 9:00 p.m., beginning August 6 at Central Fire Station. Spots are limited and registration closes July 11, so be sure to secure your spot soon. To learn more and register, visit prospertx.gov/citizensfireacademy.

Join the Town in kicking off the America 250, 40-day celebration with a special Memorial Day Ceremony to honor and remember the brave men and women who sacrificed their lives for our country. The event takes place on Monday, May 25 at 10:00 am at Frontier Park Pavilion.

The Downtown Block Party hosted by the Tavern on Broadway in partnership with the Town, Brown & Griffin Real Estate, and downtown businesses is a family friendly full day event of live music, fun activities, and entertainment. The free festival will take place on Saturday, May 30, from 10:00 am to 5:00 pm in the downtown plaza. Concert with headliner Josh Abbott Band will take place from 6:00 pm to 10:00 pm. Full event details can be found at prospertx.gov/downtownblockparty.

This community-wide series will continue through July 4 and highlight both America's history and Prosper's hometown spirit with a variety of events and activities taking place in Downtown Prosper and throughout town. Residents are invited to enjoy the festivities and take part in this milestone celebration. Explore the full schedule of events at prospertx.gov/america250.

Join the Prosper Community Library on Thursday, May 21 at 11 am with 'Touch a Truck' with Public Works as part of celebrating Public Works week. The crew will be at the library with their machinery to let the children explore, honk the horns, and take photos.

Mayor Bristol and Mr. Canizares recognized and presented a THRIVES coin to Myrisa Petty, Communications Specialist for all her efforts regarding the numerous recent activities with MYAC, the Author Event, and Partner's in Faith.

Presentations.

1. **Administer Oaths of Office and present Certificates of Election. (DFB)**

   Mayor Bristol administered the Oath of Office and presented the Certifcate of Election to Amy Bartley, Town Council Place 3.

   Michelle Bishop, District Director with Congressman Self recognized Ms. Bartley on her re-election to the Town Council.

   Mayor Bristol administered the Oath of Office and presented the Certificate of Election to Doug Charles, Town Council Place 5.

   Michelle Bishop, District Director with Congressman Self recognized Mr. Charles on being newly elected to the Town Council.

2. **America 250. (MC)**

   Mr. Canizares read a historical background on the "Federalist Papers." He noted this episode along with the previous episodes can be viewed on the Town's YouTube Channel.

3. **Proclamation recognizing National Police Week and Peace Officers' Memorial Day. (MLS)**

   Mayor Bristol read and presented a Proclamation to members of the Prosper Police Department.

   Michelle Bishop, District Director with Congressman Self presented a certificate of recognition to members of the Prosper Police Department.

DRAFT

4. Recognizing National Fallen Firefighters Day. (MLS)

Michelle Bishop, District Director with Congressman Self presented a certificate of recognition to members of the Prosper Police Department.

CONSENT AGENDA:

Items placed on the Consent Agenda are considered routine in nature and non-controversial. The Consent Agenda can be acted upon in one motion. Items may be removed from the Consent Agenda by the request of Council Members or staff.

5. Consider and act upon the minutes from the April 28, 2026, Town Council Work Session meeting. (MLS)

6. Consider and act upon the minutes from the April 28, 2026 Town Council Regular meeting. (MLS)

7. Receive the Quarterly Investment Report for the Second Quarter. (CL)

8. Consider and act upon whether to direct staff to submit a written notice of appeals on behalf of the Town Council to the Development Services Department, pursuant to Chapter 4, Section 1.5(C)(7) and 1.6(B)(7) of the Town's Zoning Ordinance, regarding action taken by the Planning and Zoning Commission on Preliminary Site Plans and Site Plans. (DH)

Mayor Pro-Tem Bartley made a motion to approve consent agenda items 5 through 8. Councilmember Kern seconded the item. Motion carried unanimously.

CITIZEN COMMENTS

No comments were made.

Items for Individual Consideration:

9. Consider appointments to Mayor Pro-Tem and Deputy Mayor Pro-Tem. (MLS)

Mayor Bristol made a motion to appoint Amy Bartley as Mayor Pro-Tem and Chris Kern as Deputy Mayor Pro-Tem. Councilmember Ray seconded the motion. Motion carried unanimously.

10. Discuss and consider Town Council Subcommittee reports. (DFB)

Downtown Advisory Committee: Ms. Battle noted a small area plan including it's scope was presented and updates were provided on the three remaining projects along with all the upcoming special events.

Community Engagement Committee: Mayor Pro-Tem Bartley noted the committee received a presentation and will pursue the All American City Award; the Library staff provided updates on the summer programming and potential partnerships; the committee discussed all the upcoming and details of the America 250 events including a Mayor's Fitness Challenge.

Councilmember Andres gave an update regarding the McKinney Open Transit Board. He noted they are seeking ways to restructure the program and it's funding.

DRAFT

Possibly direct Town staff to schedule topic(s) for discussion at a future meeting.

No comments were made.

EXECUTIVE SESSION:
Recess into Closed Session in compliance with Section 551.001 et seq. Texas Government Code, as authorized by the Texas Open Meetings Act, to deliberate regarding:

Section 551.087 – To discuss and consider economic development incentives and all matters incident and related thereto.

Section 551.072 – To discuss and consider the purchase, exchange, lease, or value of real property for municipal purposes and all matters incident and related thereto.

Section 551.074 – To discuss and consider personnel matters and all matters incident and related thereto.

Section 551.071 - Consultation with the Town Attorney regarding pending or anticipated litigation.

Section 551.071 - Consultation with the Town Attorney to discuss legal issues associated with any Work Session or Council Meeting agenda item.

Reconvene in Regular Session and take any action necessary as a result of the Closed Session.

No Executive Session took place.

Adjourn.

The meeting was adjourned at 6:56 p.m.

These minutes were approved on the 9th day of June 2026.

APPROVED:

_____
David F. Bristol, Mayor

ATTEST:

_____
Michelle Lewis Sirianni, Town Secretary

DRAFT

MINUTES

Prosper Town Council Meeting
Prosper Town Hall, Council Chambers
250 W. First Street, Prosper, Texas
Tuesday, May 19, 2026

DRAFT

Call to Order/ Roll Call.

The meeting was called to order at 5:30 p.m.

Council Members Present:
Mayor David F. Bristol
Mayor Pro-Tem Amy Bartley
Deputy Mayor Pro-Tem Chris Kern
Councilmember Marcus E. Ray
Councilmember Craig Andres
Councilmember Doug Charles
Councilmember Cameron Reeves

Staff Members Present:
Mario Canizares, Town Manager
Terry Welch, Town Attorney
Michelle Lewis Sirianni, Town Secretary
Chuck Ewings, Assistant Town Manager
Tony Luton, Human Resources Director
Hulon Webb, Director of Engineering
Pete Anaya, Assistant Director of Engineering – Capital Projects
Joshua Cotton, Senior Civil Engineer
Chris Landrum, Finance Director
David Hoover, Development Services Director
Carrie Jones, Public Works Director
Dan Baker, Parks and Recreation Director
Stuart Blasingame, Fire Chief
Ken Myers, Interim Police Chief
Tom Davis, Assistant Police Chief
Leigh Johnson, IT Director
Muya Mwangi, IT Specialist I
Stephen Tanner, Director of Community Engagement & Experiences
Myrisa Petty, Communications Specialist

Invocation, Pledge of Allegiance and Pledge to the Texas Flag.

John Fowler with First Presbyterian Church led the invocation. The Pledge of Allegiance and the Pledge to the Texas Flag were recited.

Announcements of recent and upcoming events.

Councilmember Reeves made the following announcements:

Citizens may now register for Prosper Citizens Fire Academy. Classes run for 10 weeks on Thursday evenings from 6:30 to 9:00 p.m., beginning August 6 at Central Fire Station. Spots are limited and registration closes July 11, so be sure to secure your spot soon. To learn more and register, visit prospertx.gov/citizensfireacademy.

Join the Prosper Community Library on Thursday, May 21 at 11 am with 'Touch a Truck' with Public Works as part of celebrating Public Works week. The crew will be at the library with their machinery to let the children explore, honk the horns, and take photos.

Join the Town in kicking off the America 250, 40-day celebration with a special Memorial Day Ceremony to honor and remember the brave men and women who sacrificed their lives for our country. The event takes place on Monday, May 25 at 10:00 am at Frontier Park Pavilion.

A reminder that Town Hall Offices including the Prosper Community Library will be closed on Monday, May 25 for the Memorial Day Holiday. There will be no delays in trash services, and they will run as normally scheduled.

The Downtown Block Party hosted by the Tavern on Broadway in partnership with the Town, Brown & Griffin Real Estate, and downtown businesses is a family friendly full day event of live music, fun activities, and entertainment. The free festival will take place on Saturday, May 30, from 10:00 am to 5:00 pm in the downtown plaza. Concert with headliner Josh Abbott Band will take place from 6:00 pm to 10:00 pm. Full event details can be found at prospertx.gov/downtownblockparty.

The America 250 community-wide series will continue through July 4 and highlight both America's history and Prosper's hometown spirit with a variety of events and activities taking place in Downtown Prosper and throughout town. Residents are invited to enjoy the festivities and take part in this milestone celebration. Explore the full schedule of events at prospertx.gov/america250.

Presentations.

1. **America 250. (DFB)**

   Mayor Bristol read a historical background on the "Birth of Parties." He noted the America 250 series can be viewed on the Town's YouTube Channel.

2. **Hometown Heroes. (RB)**

   Mayor Bristol recognized Captain Barry Smith, Sergeant Philip Johnson, Captain Cherry Choy, and Sergeant Quanique Johnson. They were all presented with a certificate from the Town, a flag and coin from the Prosper Rotary and Historical Society.

3. **Recognize Kaylee Brooks for achieving Eagle Scout Rank. (DB)**

   Mayor Bristol read and presented a certificate to Ms. Brooks. Mr. Baker thanked Ms. Brooks for her efforts and detailed the project that was completed at Pecan Grove Park.

4. **Recognize Walnut Grove High School Boys' Soccer Team on their State Title. (MLS)**

   Mayor Bristol recognized the Boys' Soccer Team and coaches for their State Championship.

5. **Recognize Walnut Grove High School Boys' Golf Team on their State Title. (MLS)**

   Mayor Bristol recognized the Boys' Golf Team and coaches for their State Championship.

   Mayor Bristol presented a certificate to Austin Randall for his inidividaul State Title.

DRAFT

6. Recognize Walnut Grove High School Boys' 400 Free Relay Swim Team on their State Title. (MLS)

Mayor Bristol recognized the Boys' Swim Team for their State Championship.

Mayor Bristol presented a certificate to Grayden Barker for his individual State Title in the 200 IM.

Mayor Bristol presented certificates to Lauren Carrothers of the Walnut Grove Women's Track Team for winning gold in the Long and Triple Jump at the UIL State Championships.

7. Recognize the Prosper Lacrosse High School League Team on their State Title. (MLS)

Mayor Bristol recognized the Lacrosse High School League Team on their State Championship.

8. Recognize the 2026 Mayor's Youth Advisory Council. (MP)

Mayor Bristol recognized the 2026 Mayor's Youth Advisory Council.

Joshua Hart, Chair of the MYAC, spoke and extended his appreciation to all those on the Youth Council for their efforts and engagement this year, to the Mayor and Town Council, and Ms. Petty for their support and leadership.

9. Recognize the 2026 Town of Prosper Citizens Academy. (MP)

Mayor Bristol recognized the 2026 Citizen's Academy graduates.

10. Proclamation recognizing May 17-23, 2026, as Public Works Week. (MLS)

Mayor Bristol read and presented a Proclamation to the members of the Public Works Department.

11. Recognize Dan Baker for his retirement from the Town of Prosper. (CE)

Mayor Bristol read and presented a Proclamation to Dan Baker.

CONSENT AGENDA:

Items placed on the Consent Agenda are considered routine in nature and non-controversial. The Consent Agenda can be acted upon in one motion. Items may be removed from the Consent Agenda by the request of Council Members or staff.

12. Consider acceptance of the April monthly financial report for fiscal year 2026. (CL)

13. Consider and act upon authorizing the purchase of three (3) multipurpose speed trailers for the Prosper Police Department from All Traffic Solutions utilizing Sourcewell Contract 090122-ATS for $61,024.22. (KM)

14. Consider and act upon authorizing the Town Manager, and/or his designee, to execute a contract with Motorola Solutions for a cloud-based storage solution for Motorola-related public safety media files for an amount not to exceed $189,043. (KM)

DRAFT

15. **Consider and act upon approving the purchase of tasers and associated supplies for the Prosper Police Department from Axon Enterprise, Inc., utilizing BuyBoard Contract #743-24 for $286,808.28. (KM)**

16. **Consider and act upon Resolution 2026-25 authorizing the Town Manager, and/or his/her designee, to apply for the Safe Streets and Roads for All (SS4A) Grant Program. (HW)**

17. **Consider and act upon the purchase of bunker gear and protective clothing from North American Fire Equip. inc. DBA NAFECO, through BuyBoard Contract 798-26, in the amount of $67,165.60. (SB)**

18. **Consider and act upon a Park Improvement Fee Agreement between the Town of Prosper and Toll Southwest LLC, for Legacy Gardens – Phases 3 and 4. (DB)**

19. **[TABLE] Consider and act upon a request to table a rezoning of 61.7± acres from Agricultural and Planned Development-71 to a Planned Development allowing for Mixed-Use Development, located on the south side of First Street and 1,550± feet east of Legacy Drive to the Town Council meeting on June 9, 2026. (ZONE-24-0025) (DH)**

20. **Consider and act upon whether to direct staff to submit a written notice of appeals on behalf of the Town Council to the Development Services Department, pursuant to Chapter 4, Section 1.5(C)(7) and 1.6(B)(7) of the Town's Zoning Ordinance, regarding action taken by the Planning and Zoning Commission on Preliminary Site Plans and Site Plans. (DH)**

    Mayor Pro-Tem Bartley made a motion to approve consent agenda items 12 through 20. Councilmember Kern seconded the item. Motion carried unanimously.

CITIZEN COMMENTS

No comments were made.

Items for Individual Consideration:

21. **Conduct a Public Hearing and consider and act upon a request for a Specific Use Permit for a Full-Service/Extended-Stay Hotel on MSW Prosper 380 Addition, Block A, Lot 1, on 5.9± acres, located on the east side of Mahard Parkway and 480± feet south of Prairie Drive. (ZONE-25-0008) (DH)**

    Mr. Hoover presented a brief history of the project indicating that the hotel will be one building/facility with one main entrance, a restaurant, and one management entity. He noted that the list of items the Council received as part of the SUP have been reviewed agreeded upon by the owner. At the most recent Planning and Zoning Commission meeting, the Commission reconsidered the project after being presented the same information the Council received at the April 28 meeting. The Planning and Zoning Commission recommended approval. Staff recommends approval.

    Mayor Bristol opened the public hearing.

DRAFT

Karl Crawley, representing the project stated that it will be a full service hotel with suites. He recapped the Council regarding the funds set aside every year for their scheduled renovations along with training conducted to their staff.

Mayor Pro-Tem Bartley asked if they were agreeable to the list presented.

Wilson Parmar, owner replied they were in agreement.

Anil Ramrmar, architect was in attendance for questions.

Mayor Pro-Tem Bartely made a motion to approve a request for a Specific Use Permit for a Full-Service/Extended-Stay Hotel on MSW Prosper 380 Addition, Block A, Lot 1, on 5.9± acres, located on the east side of Mahard Parkway and 480± feet south of Prairie Drive subject to the following:

- The hotel operating as a single integrated hotel campus only under unified ownership of the Hilton flagship.
- A new Specific Use Permit needing to be considered by the Planning and Zoning Commission and Town Council should another brand pursue any variation of an extended-stay hotel.
- A maximum of 194 rooms with 100 being full-service (Hilton Garden Inn) and 94 being extended-stay (Homewood Suites).
- Compliance with the conditional development standards for both a full-service hotel and extended-stay hotel including but not limited to:
- Management staff on-site 24 hours a day.
    - Provision of the amenities shown on Exhibit B (jogging trail can be substituted for the sports court) and amenities such as fire pits and upscale furnishings in covered and uncovered patio seating areas.
    - Daily housekeeping for both the full-service hotel (Hiton Garden Inn) and extended-stay hotel (Homewood Suites).
    - The full-service restaurant offering three meals a day and more limited bar/food selections after hours.
    - Concierge and room service that includes a breakfast and evening offering from the full-service restaurant for guests of the full-service hotel (Hilton Garden Inn).
    - Provision of a minimum total of 10,000 square feet of indoor meeting/event space independent of the outdoor reception area as shown on Exhibit B.
    - None of the full-service rooms having cooking facilities.
    - Berming along Mahard Parkway.

DRAFT

- Concrete edging in place of the "Steel Edging" shown on Exhibit C.
- The outdoor reception area shown on Exhibit C being comprised of either artificial turf or a stone/tile surface.
- The transition area between the outdoor reception area and playground area shown on Exhibit C being comprised of artificial turf.
- The playground area shown on Exhibit C being comprised of either artificial turf or outdoor rubber safety mats.
- Enhanced landscaping at the main entrance including more seasonal color in the landscaping beds.
- A Development Agreement addressing building materials and landscaping maintenance.

Councilmember Andres seconded the motion.

Councilmember Charles noted he agrees with Mayor Pro-Tem Bartley but is seeking clarification on the definitions within the current Ordinance as it relates to extended-stay versus full-service hotels.

Councilmember Kern asked if Homewood Suites is an extended stay. Mr. Hoover replied yes. It it for those looking for a suite environment/component versus a hotel room.

Motion passes with a 6-1 vote. Deputy Mayor Pro-Tem Kern voting in opposition.

22. Consider and act upon authorizing the Town Manager to execute a Construction Agreement awarding CSP No. 2026-12-B to McMahon Contracting LP, related to the Legacy Drive (Prosper Trail – Parvin Road) project, for $5,875,569.95 and authorize $200,000 for construction phase contingencies. The total purchase order amount is $6,075,569.95. (JC)

Mr. Cotton introduced the item stating the Town received nine bids for the project. McMahon Contracting through the CSP process was the firm that ranked the highest after consideration of costs, time, qualifications, and a project timeline of 195 calendar days. Based on the ILA with Prosper ISD, the PISD pays for the project up front with the Town reimbursing the PISD per the terms of the agreement at no interest. The Prosper ISD approved the award recommendation at their April 20, 2026 meeting. Staff is recommending approval.

The Town Council discussed the 1,000 per day penalty if the contractor does not compete the project on time, if the Town has used the recommended contractor previously, and the funding mechanism for the project.

Councilmember Reeves made a motion to approve uthorizing the Town Manager to execute a Construction Agreement awarding CSP No. 2026-12-B to McMahon Contracting LP, related to the Legacy Drive (Prosper Trail – Parvin Road) project, for $5,875,569.95 and authorize $200,000 for construction phase contingencies. The total purchase order amount is $6,075,569.95. Mayor Pro-Tem Bartley seconded the motion. Motion carried unanimously.

DRAFT

23. Consider and act upon authorizing the Town Manager to execute a Professional Services Agreement between Geotex Engineering, LLC, and the Town of Prosper, Texas, related to professional construction materials testing and observation services for the Legacy Drive (Prosper Trail – Parvin Road) project in the amount of $222,722. (JC)

Mr. Cotton introduced the item stating it is for the construction materials testing and observation services, which are typically one to five percent of a projects construction cost depending on its scope. The services are delivered on an as-needed basis and invoiced based on the quantity of work performed during construction. Once construction is complete, the Town will reimburse the Prosper ISD in accordance with the ILA.

Councilmember Ray made a motion to approve authorizing the Town Manager to execute a Professional Services Agreement between Geotex Engineering, LLC, and the Town of Prosper, Texas, related to professional construction materials testing and observation services for the Legacy Drive (Prosper Trail – Parvin Road) project in the amount of $222,722. Councilmember Andres seconded the motion. Motion carried unanimously.

24. Consider and act upon a Park Improvement Fee Agreement between the Town of Prosper and Jen Texas 40 for the Mirabella development. (DB)

Mr. Baker introduced the item providing a history of the proposed park and indicated how the park improvement fees and park dedication fees were calculated. The developer is requesting to receive credits to the park improvement fees in exchange for constructing a trail adjacent to their development and paying the remaining funds to the Town. In addition, they would dedicate 19.4 acres (2.3 acres non-floodplain) for a 9.55 acre dedication requirement. The Parks and Recreation Board reviewed the item at their May 13, 2026 meeting. It was denied by a 5-1 vote. The Board expressed their discontent with the terms and structure of the request. Staff is recommending approval.

Mayor Bristol made a motion to remand a Park Improvement Fee Agreement between the Town of Prosper and Jen Texas 40 for the Mirabella development back to the Parks and Recreation Board in its entirety.

Mayor Pro-Tem Bartley commented to the Park Board's recommendation after being able to re-watch the meeting. She noted the Board took into consideration the survey, having no bond funds, and being able to activiate the park within a shorter timeframe.

Councilmember Andres seconded the motion.

Councilmember Ray commented on his preference for consistency and standards on the recommendations made by the Town's Boards and Commissions. Mr. Canizares noted the applicant requested to bring the item forward.

Councilmember Reeves asked about typical maintenance costs. Mr. Baker indicated the park would be mowed regularly and there would be some maintenance to it, but would not be typical neighborhood park with higher maintenance needs.

Motion carried unanimously.

DRAFT

25. Discuss and consider Town Council Subcommittee reports. (DFB)

No reports were given.

Possibly direct Town staff to schedule topic(s) for discussion at a future meeting.

Councilmember Charles requested a review of the current definitions within the Zoning Ordinance as it relates to hotels with extended-stay versus full-service.

EXECUTIVE SESSION:

Recess into Closed Session in compliance with Section 551.001 et seq. Texas Government Code, as authorized by the Texas Open Meetings Act, to deliberate regarding:

Section 551.087 – To discuss and consider economic development incentives and all matters incident and related thereto.

Section 551.072 – To discuss and consider the purchase, exchange, lease, or value of real property for municipal purposes and all matters incident and related thereto.

Section 551.074 – To discuss and consider personnel matters and all matters incident and related thereto.

Section 551.071 - Consultation with the Town Attorney regarding pending or anticipated litigation.

Section 551.071 - Consultation with the Town Attorney to discuss legal issues associated with any Work Session or Council Meeting agenda item.

Reconvene in Regular Session and take any action necessary as a result of the Closed Session.

No Executive Session took place.

Adjourn.

The meeting was adjourned at 7:23 p.m.

These minutes were approved on the 9th day of June 2026.

APPROVED:

_____

David F. Bristol, Mayor

ATTEST:

_____

Michelle Lewis Sirianni, Town Secretary

DRAFT

TOWN OF PROSPER
A Place Where Everyone Matters

FINANCE

To: **Mayor and Town Council**

From: **Chris Landrum, Finance Director**

Through: **Mario Canizares, Town Manager**
Bob Scott, Deputy Town Manager

Re: **Audit Engagement Letter with Weaver and Tidwell, L.L.P. (CL)**

Town Council Meeting – June 09, 2026

Strategic Visioning Priority: 4. Provide Excellent Municipal Services

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Agenda Item:
Consider and act upon authorizing the Town Manager to execute an audit engagement letter between Weaver and Tidwell, L.L.P., and the Town of Prosper, Texas, related to the fiscal year 2026 annual audit. (CL)

Description of Agenda Item:
At the October 25, 2022, Council meeting, Council appointed Weaver and Tidwell, L.L.P., as the town's external auditors for the years 2022-2026. Fiscal year 2026 represents the fifth year of the five-year term. The estimated fees are consistent with the original proposal.

Budget Impact:
The estimated fees of $66,000 are budgeted to account 11012010-56710 "Audit Fees" for fiscal year 2027.

Legal Obligations and Review:
Terrence Welch of Brown & Hofmeister, L.L.P., has approved the attached documents as to form and legality.

Attached Documents:
1. Weaver and Tidwell, L.L.P., Engagement Letter

Town Staff Recommendation:
Town Staff recommends authorizing the Town Manager to execute the annual engagement letter between Weaver and Tidwell, L.L.P., and the Town of Prosper for the audit of fiscal year 2026.

Proposed Motion:
I move to authorize the Town Manager to execute the annual engagement letter between Weaver and Tidwell, L.L.P., and the Town of Prosper for the audit of fiscal year 2026.

May 14, 2026

Finance Sub-Committee and Town Council
City of Prosper
250 W. First Street
Proper, Texas 75078

Weaver and Tidwell, L.L.P. ("our", "us", and "we") will perform an audit of the basic financial statements, which comprise the financial statements of governmental activities, the business-type activities, aggregate discretely presented component units, each major fund, and the aggregate remaining fund information (as applicable) as of and for the year ending September 30, 2026, and the related notes to the financial statements of:

Town of Prosper This required supplementary information ("RSI") will be subjected to certain limited procedures but will not be audited:

1. Management's Discussion and Analysis
2. Schedule of Changes in Net Pension Liability and Related Ratios
3. Texas Municipal Retirement System – Schedule of Contributions

In addition, we will audit the entity's compliance over major federal award programs for the period ended September 30, 2026.

The following accompanying supplementary information will also be subjected to our auditing procedures, as well as certain additional procedures:

1. Schedule of Expenditures of Federal Awards
2. Combining and Individual Nonmajor Fund Financial Statements and Schedules

Also, the document we submit to you will include the following other additional information that will not be subjected to the auditing procedures applied in our audit of the basic financial statements:

1. Introductory Section
2. Statistical Section

We are pleased to confirm our acceptance and our understanding of this engagement by means of this letter.

Applicable Standards and Framework

The auditing standards applicable to this engagement will be U.S. GAAS (generally accepted auditing standards in the United States of America) and the Government Auditing Standards ("GAGAS"); if applicable, any state or regulatory audit requirements; and Title 2 U.S. Code of Federal Regulations (CFR) Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards ("Uniform Guidance").

The financial reporting framework applicable to this engagement is U.S. GAAP (generally accepted accounting principles in the United States of America).

Engagement Objective

The objectives of our audit are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinion and to report on the fairness of the supplementary information referred to above when considered in relation to the financial statements as a whole. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with applicable auditing standards

will always detect a material misstatement when it exists. Misstatements, including omissions, can arise from fraud or error and are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user of the financial statements.

Our Responsibilities

We will conduct our engagement in accordance with the applicable standards described above. As part of an engagement conducted in accordance with the applicable standards, we exercise professional judgment and maintain professional skepticism throughout the engagement.

We also do the following:

- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, design and perform audit procedures responsive to those risks, and obtain audit evidence that is sufficient and appropriate to provide a basis for our opinion. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of controls.
- Obtain an understanding of the system of internal control in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the system of internal control. However, we will communicate to you in writing concerning any significant deficiencies or material weaknesses in internal control relevant to the audit that we have identified during the engagement.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements and whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation.
- Conclude, based on the audit evidence obtained, whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the ability to continue as a going concern for a reasonable period of time.

Our procedures will include tests of documentary evidence that support the amounts and disclosures in the financial statements. Such tests may include tests of the physical existence of assets, and direct confirmation of cash, investments, and certain other assets and liabilities by correspondence with creditors and financial institutions. As part of our audit process, we may request written representations from your attorneys, and they may bill you for responding.

Because of the inherent limitations of an audit, together with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is an unavoidable risk that some material misstatements or noncompliance (whether caused by errors, fraudulent financial reporting, misappropriation of assets, or violations of laws or governmental regulations) may not be detected, even though the audit is properly planned and performed in accordance with applicable standards.

In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements. However, we will inform the appropriate level of management of any material errors, fraudulent financial reporting, or misappropriation of assets that comes to our attention. We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential.

The accompanying supplementary information referred to above will be presented for purposes of additional analysis and is not a required part of the financial statements. Such information will be subjected to the auditing procedures applied in the audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the

financial statements or to the financial statements themselves, and other additional procedures in accordance with applicable standards. Our auditor's report will provide an opinion on the supplementary information in relation to the financial statements as a whole in a report combined with our auditor's report on the financial statements.

Our responsibilities for this engagement are limited to the period covered by our engagement and do not extend to any other periods. Our engagement also does not include consultation with you on the adoption of new accounting standards or any future increased duties we may have because of the actions of any regulatory body, implementation of any new auditing standard, or occurrence of an unknown or unplanned significant transaction.

Brent Young is the engagement partner or equivalent for the services specified in this letter and is responsible for supervising our services performed as part of this engagement and signing or authorizing another qualified firm representative to sign our report.

We expect to begin our procedures in August 2026 and to issue our report no later than March 2027. We will issue a written report only upon completion of our engagement. Our report will be addressed to the Honorable Mayor and Members of the Town Council of the Town.

We cannot provide assurance that an unmodified audit opinion will be expressed. Circumstances may arise in which it may be necessary for us to modify our opinion, add an emphasis-of-matter or other-matter paragraphs, delay the initiation or completion of our engagement, or withdraw from the engagement. If our opinion on the financial statements is other than unmodified, we will discuss the reasons with you in advance.

If, for any reason, we are unable to complete the audit or are unable to form or have not formed an opinion, we may decline to express an opinion or withdraw from the engagement.

GAGAS

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will consider the entity's internal control over financial reporting and perform tests of the entity's compliance with the provisions of applicable laws, regulations, contracts, and grant agreements that could have a direct and material effect on the determination of financial statement amounts.

In accordance with the requirements of GAGAS, we will also issue a written report describing the scope of our testing over internal control over financial reporting and compliance with provisions of laws, regulations, contracts, and grant agreements, and the results of that testing. However, providing an opinion on internal control over financial reporting and compliance with respect to the financial statements will not be an objective of the audit and, therefore, no such opinion will be expressed. Because the determination of waste and abuse is subjective, *Government Auditing Standards* do not expect auditors to perform specific procedures to detect waste or abuse in financial audits nor do they expect auditors to provide reasonable assurance of detecting waste or abuse.

Uniform Guidance

Our audit of the entity's major federal award program(s) compliance will be conducted in accordance with the Uniform Guidance.

Our procedures will include a determination of major federal award programs in accordance with the Uniform Guidance, and the identification of the compliance requirements that are direct and material to such major programs. We will also perform other procedures we consider necessary to enable us to obtain reasonable assurance about whether the entity complied with the direct and material compliance requirements applicable to major federal award programs, so that we may express an opinion or disclaimer of opinion on major federal award program compliance and render the required reports. We cannot provide assurance that an unmodified opinion on compliance will be expressed. Circumstances may arise in which it is necessary for us to modify our opinion or withdraw from the engagement.

Also, as required by the Uniform Guidance, we will perform tests to evaluate the effectiveness of the design and operation of internal controls that we consider relevant to preventing or detecting material noncompliance with the direct and material compliance requirements applicable to each of the entity's major federal award programs. Our report will include any significant deficiencies and/or material weaknesses identified. However, our tests will be less in scope than would be necessary to render an opinion on these controls and, accordingly, no opinion on the effectiveness of the internal control over compliance will be expressed in our report.

Required Supplementary Information (RSI)

U.S. GAAP, as promulgated by the Governmental Accounting Standards Board ("GASB"), requires that management's discussion and analysis and budgetary comparison information, among other items, be presented to supplement the basic financial statements. Such information, although not a part of the basic financial statements, is required by GASB, which considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to the RSI in accordance with U.S. GAAS. These limited procedures will consist primarily of inquiries of management regarding their methods of measurement and presentation and comparing the information for consistency with management's responses to our inquiries. We will not express an opinion or provide any form of assurance on the RSI.

Non-Attest Services

We will perform the following additional non-attest (non-audit) services as part of this engagement.

- Prepare the Data Collection Form

GAGAS require that we perform and document an assessment of the skills, knowledge, and experience of the individual designated by the entity to oversee any non-attest services we perform. The entity has designated Chris Landrum, Finance Director, to oversee these services.

These non-attest services do not constitute an audit under GAGAS, and such services will not be conducted in accordance with GAGAS.

Data Collection Form on Reporting for Single Audits

It is expected that prior to the conclusion of the engagement, sections of the Data Collection Form will be completed by our firm. The sections that we will complete summarize our audit findings by federal grant or contract. Management is responsible for submitting the reporting package (defined as including financial statements, schedule of expenditures of federal awards, summary schedule of prior audit findings, auditor's reports, and corrective action plan) along with the Data Collection Form to the Federal Audit Clearinghouse. The instructions to the Data Collection Form require that the reporting package be an unlocked, unencrypted, text searchable portable document file (PDF) or else it will be rejected by the Federal Audit Clearinghouse. We will be available to assist management in creating the PDF if needed.

We will coordinate with you the electronic submission and certification upon the reporting package completion. If applicable, we will provide copies of our report for you to include with the reporting package if there is a need to submit the package to pass-through entities.

The Data Collection Form and the reporting package must be submitted within the earlier of thirty (30) days after receipt of our reports or nine (9) months after the end of the audit period.

Third-Party Service Providers

Depending on the requirements of this engagement, we may use the services of our affiliate, Weaver and Tidwell India LLP, a limited liability partnership incorporated in India, or one or more other third-party service providers to

assist us. Before sharing confidential information with those service providers, we will (i) secure agreements to maintain the confidentiality of such information and ensure the information is only used for the purpose of assisting us with the performance of this engagement and (ii) take commercially reasonable precautions to determine the service providers have appropriate procedures in place to prevent the unauthorized disclosure of the information. If we use such service providers, we will remain responsible for all work performed and any breach of our confidentiality arrangements by those service providers.

Management's Responsibilities

Our engagement will be conducted on the basis that management and, when appropriate, those charged with governance, acknowledge and understand that they have responsibility for:

a. the preparation and fair presentation of the financial statements in accordance with the applicable financial reporting framework described above;
b. the design, implementation, and maintenance of the system of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error;
c. the design, implementation, and maintenance of programs and controls to prevent and detect fraud;
d. informing us of any known or suspected fraud involving management, employees with significant roles in the system of internal control and others where fraud could have a material effect on the financial statements (including any allegations of fraud or suspected fraud received in communications from employees, former employees, regulators, or others);
e. providing us with:
    i. access to all information of which management is aware that is relevant to the preparation and fair presentation of the financial statements, such as records, documentation, and other matters;
    ii. additional information that we may request from management for the purpose of the engagement; and
    iii. unrestricted access to persons from whom we determine it necessary to obtain evidence;
f. including our report, and our report on any supplementary information if described above, in any document containing financial statements that indicates that such financial statements have been audited by us;
g. identifying and ensuring compliance with the applicable laws and regulations;
h. adjusting the financial statements to correct material misstatements and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the current period(s) under audit are immaterial, both individually and in the aggregate, to the financial statements as a whole;
i. maintaining adequate records, selecting and applying accounting principles, and safeguarding assets;
j. the accuracy and completeness of all information provided;
k. with regard to the supplementary information referred to above: (a) the preparation of the supplementary information in accordance with the applicable criteria; (b) providing us with the appropriate written representations regarding supplementary information; (c) including our report on the supplementary information in any document that contains the supplementary information and that indicates that we have reported on such supplementary information; and (d) presenting the supplementary information with the audited financial statements, or if the supplementary information will not be presented with the audited financial statements, to make the audited financial statements readily available to the intended users of the supplementary information no later than the date of issuance by you of the supplementary information and our report thereon;
l. the design, implementation, and maintenance of the system of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to violations of laws, governmental regulations, grant agreements, or contractual agreements;

m. identifying all federal awards expended during the period;
n. providing us with access to all information of which management is aware that is relevant to federal award programs;
o. preparing the schedule of expenditures of federal awards (including notes and noncash assistance received) in accordance with the Uniform Guidance;
p. the design, implementation, and maintenance of internal control over compliance;
q. identifying and ensuring that entity complies with laws, regulations, grants, and contracts applicable to its activities and its federal award programs;
r. following up and taking corrective action on reported audit findings from prior periods and preparing a summary schedule of prior audit findings;
s. following up and taking corrective action on current period audit findings and preparing a corrective action plan for such findings;
t. submitting the reporting package and data collection form to the appropriate parties;
u. making us aware of any significant vendor relationships where the vendor is responsible for program compliance;
v. informing us of facts that may affect the financial statements of which you may become aware during the period from the date of our report to the date the financial statements are issued; and
w. confirming your understanding of your responsibilities in this letter to us in your management representation letter.

We understand that your employees will prepare all confirmations we request and will locate any documents or support for any other transactions we request.

If we agree herein or otherwise to perform any non-attest services (such as tax services or any other non-attest services), you agree to assume all management responsibilities for those services; oversee the services by designating an individual, preferably from senior management, with suitable skill, knowledge, or experience; evaluate the adequacy and results of the services; and accept responsibility for them. We will perform any such non-attest services in accordance with applicable professional standards.

During the course of our engagement, we will request information and explanations from management regarding operations, internal controls, future plans, specific transactions and accounting systems and procedures. At the conclusion of our engagement, we will also require, as a precondition to the issuance of our report, that management provide certain representations in a written letter concerning representations made to us in connection with our engagement. You agree that as a condition of our engagement, management will, to the best of its knowledge and belief, be truthful, accurate and complete in all representations made to us during the course of the engagement and in the written representation letter. The procedures we perform in our engagement and the conclusions we reach as a basis for our report will be heavily influenced by the written and oral representations that we receive from management. False or misleading representations could cause us to expend unnecessary efforts in the engagement; or, worse, could cause a material error or a fraud to go undetected by our procedures.

The hiring of, or potential employment discussions with, any of our personnel could impair our independence. Accordingly, you agree to inform the engagement partner prior to any such potential employment discussions taking place.

Fees and Invoicing

We estimate the fee for this engagement will be $62,500 for the financial statement audit, plus $3,500 for the first major single audit program and $1,500 for each additional major program.

The total fee for our services will be determined by the complexity of the work performed and the tasks required. Individual hourly rates vary according to the degree of responsibility involved and the skills required and are subject

to periodic review and change. It is understood that neither our fees nor the payment thereof will be contingent upon the results of this engagement.

Our fee estimate is based on anticipated cooperation from all involved and the assumption that unexpected circumstances will not be encountered during the engagement. If significant additional time is necessary, we will discuss the reasons with you and arrive at a new fee estimate before we incur the additional costs.

Our invoices for this engagement will be rendered each month as work progresses. Our invoices are payable in accordance with Texas Government Code § 2251.021, if applicable.

Documentation and Deliverable

The documentation we prepare pertaining to and in support of this engagement is our property and constitutes confidential information.

If you intend to make reference to our firm or include a report or portion of a report we issue in a published document or other reproduction that includes a modified version of the report or financial information to which it was attached, you agree to provide us with printers' proofs or masters for our review and approval before reproducing. You also agree to provide us with a copy of the final reproduced material for our written approval before it is distributed. If, in our professional judgment, the circumstances require, we may withhold our approval. This requirement does not pertain to distributing unmodified reports along with the attached financial information or dissemination of your financial information as a standalone document, such as on your website.

Unless we provide you with written consent in advance of such use, reports we issue are not intended to and should not be provided or otherwise made available for use in connection with the sale of debt or other securities. If, in our professional judgment, the circumstances require, we may withhold our consent.

Consistent with professional standards, our firm is subject to peer review and inspection by the PCAOB. Those programs require that our system of quality management and a sample of our work be periodically examined by another independent accounting firm or the PCAOB, respectively. A copy of our latest external peer review report is available at peerreview.aicpa.org. The work we perform for you may be selected for review. If it is, we will provide the reviewers with the required information without notice to you. Professional standards and PCAOB regulations provide the applicable confidentiality requirements.

[Signatures on Next Page]

Incorporated General Terms

Attached are our General Terms that provide additional terms (including but not limited to provisions on confidentiality, limitations on liability, indemnifications, dispute resolution, jury waiver, etc.) for this engagement. Those terms are incorporated and apply to all services described herein.

We appreciate the opportunity to assist you and look forward to working with you and your team.

Sincerely,

Weaver and Tidwell, L.L.P.

WEAVER AND TIDWELL, L.L.P.
Dallas, Texas

Please sign and return a copy of this letter to indicate acknowledgment of, and agreement with, the arrangements for our engagement as described herein, including each party's respective responsibilities. By signing below, the signatory also represents that they have been authorized to execute this agreement.

Town of Prosper

By: _____

Printed Name: _____

Title: _____

Date: _____

GENERAL TERMS

1. **Expenses.**

In addition to the fee for our services, reasonable and necessary out-of-pocket expenses we incur (such as parking, reproduction and printing, postage and delivery, and out-of-market travel, meals, and accommodations) will be invoiced at cost. The total amount stated on each invoice will include a separate administrative and technology charge. The charge represents an estimated allocation of our support personnel, telecommunication, and technology infrastructure expenses. The amount stated on each invoice will also include any sales, use, gross receipts, excise, or other transaction tax imposed on our fees or expenses.

2. **Payment.**

Any disagreement with the charges must be communicated to us in writing within thirty (30) days of the invoice date, after which any right to contest the invoices will be waived. For invoices not paid within sixty (60) days of the invoice date, a late charge will be added to any uncontested outstanding balance. The late charge will be assessed at a rate of half a percent (0.5%) of the unpaid balance per month. If invoices are not paid within ninety (90) days of the invoice date, this engagement (and any other engagements for the same party) will be placed on hold and we will stop work until the balance is brought current, or we may withdraw, and we will not be liable for any damages that may result.

3. **Term.**

A. This engagement ends at the earlier of the completion of our services described above, the provision of any deliverables described above, or the termination of this engagement. Any party may earlier terminate this engagement at any time with ten (10) days' written notice to the other party. If the engagement is terminated, our engagement will be deemed to have been completed upon written notification of termination, and we will be paid for our time expended and expenses incurred through the date of termination.

B. If we are requested to perform additional services not addressed in this engagement letter, we will communicate our ability to perform the services, the scope of additional services we agree to perform, and the fee arrangements we would use. We also may issue a separate engagement letter covering the additional services. In the absence of any other written communication from us documenting the arrangement for performance of such additional services, those services will continue to be governed by the terms of this engagement letter.

4. **Ethical Conflict Resolution.**

In the unlikely event that circumstances occur which we in our sole discretion believe could create a conflict with either the ethical standards of our firm or the ethical standards of our profession in continuing our engagement, we may suspend our services until a satisfactory resolution can be achieved or we may resign from the engagement. We will provide notice of such conflict as soon as practicable and discuss any possible means of resolving the conflict prior to suspending our services.

5. **Non-Solicitation of Our Staff.**

We value every one of our partners, employees, and contractors and have spent a great deal of time and resources to locate, train, and retain those individuals. Accordingly, during the term of this engagement letter and for two (2) years after the later of the termination of this engagement letter or conclusion of the performance of all of our services performed hereunder, no party, whether voluntarily or involuntarily, directly or indirectly, will solicit to employ or engage, on a partner, employee, contractor, or other basis, any of our partners, employees, or contractors who perform these services, without obtaining the prior written consent of our CEO or COO. This section shall not apply to a solicitation by general advertisement (e.g. website, social media posting, newspaper, etc.) or any employment or engagement resulting therefrom.

6. **Confidentiality.**

A. During the course of this engagement, the parties may disclose to each other, orally, in writing, or otherwise, information that is identified as or which is otherwise categorized by law as proprietary, confidential, or privileged ("Confidential Information"). Confidential Information does not include material which (i) is in the public domain through no fault of the receiving party, (ii) was already known to the receiving party before it was first disclosed to the receiving party by or on behalf of the disclosing party related to this engagement, (iii) is received by the receiving party from third-parties without confidentiality restrictions, unless those third-parties were acting for or on behalf of the disclosing party related to this engagement, or (iv) is developed by the receiving party independently of, and without reference to, any Confidential Information communicated to the receiving party by or on behalf of the disclosing party. We will use the Confidential Information disclosed to us during this engagement solely to perform services for which we have been engaged.

B. We may be requested to make the Confidential Information available to regulators and other government agencies, pursuant to authority given by law or regulation. Responding to many such requests is mandatory. In those

cases, access to such Confidential Information will be provided under our supervision and we may, upon their request, provide the regulator or agency with copies of all or selected portions of the Confidential Information. The requesting party may intend or decide to distribute the copies or information contained therein to others, including other regulators or agencies.

C. Unless otherwise stated herein, prohibited by law or direction of law enforcement, or agreed in writing, the parties will (i) provide prompt notice of any request received to make Confidential Information pertaining to this engagement, including any of our work product, available to outside parties not involved in the performance of these services and (ii) obtain written consent from the affected party before disclosing the Confidential Information in response to the request. If consent is withheld, the parties will cooperate with any lawful efforts taken to minimize the disclosure or protect the Confidential Information.

D. We will invoice for reasonable and necessary time (at our then-current standard hourly rates) and out-of-pocket expenses (including attorney's fees) we incur to respond to any request (such as a subpoena, summons, court order, or administrative investigative demand) pertaining to this engagement in a legal matter to which we are not a party. If we agree to perform additional substantive services related to or arising out of the request, such matters may be the subject of a new engagement letter.

E. The parties agree to maintain Confidential Information using the same standard of care each uses to protect its own information of like importance but in no case less than a reasonable standard of care.

F. All rights to Confidential Information (including patent, trademarks, copyrights, or other intellectual property rights) shall remain vested in the disclosing party, and no rights in the Confidential Information are vested in the receiving party, except the limited right to use the Confidential Information solely to perform its obligations or exercise its rights under this engagement letter.

G. We will return or destroy the Confidential Information upon the disclosing party's request within a reasonable period of time, except that we will maintain any copies of the Confidential Information for the period necessary to comply with any applicable laws or professional standards and our own document retention policy (e.g. we will maintain our workpapers for seven (7) years from the date of any attest report we issue). Following such a period, we may destroy the Confidential Information without notice.

H. We may at times provide (i) documents marked as drafts or (ii) preliminary or ancillary information or advice (not included in a final deliverable). Those documents, information, and/or advice are for review and consideration purposes only and should not be relied upon or distributed, and should be destroyed, unless otherwise required. If further analysis, information, or advice is desired, we will be informed in writing. We may assist if the matter is within our expertise. Unless already encompassed by the scope of our engagement letter, if we agree to provide such further assistance, our services will be handled as additional services in the manner described above.

I. We may transmit and store data via email, the cloud, or other electronic and Internet-based mechanisms to facilitate this engagement. Please be aware that those mediums inherently pose a risk of misdirection or interception of Confidential Information. Any request to limit such transmissions or use a different means of transmission or storage must be made in writing and we will not be responsible for any resulting compromise in data security.

J. We do not act as the host or repository of financial or non-financial information or as an information back-up service provider for our clients. It is the responsibility of our clients to maintain a complete set of their own financial and non-financial data and records. If some portion of the data and records is contained only within our files, inform us before the issuance of our deliverable and we will provide a copy.

K. Unless otherwise stated herein or agreed in writing, neither this engagement nor engagement letter is intended for the benefit of any third party. Any party may inform us of any third party who will receive our deliverable. If we are not informed in writing by a party, we are not aware of the identity of such third parties and we do not anticipate their reliance upon our professional services or deliverable unless otherwise agreed in writing.

7. **Limitations on Liability and Indemnifications.**

A. Each party to this engagement letter other than us gives the following releases and indemnifications to us and our affiliates' partners, employees, and contractors, and each of their heirs, executors, personal representatives, successors and assigns ("Our Representatives"). We and Our Representatives are hereby released, indemnified, and held harmless, from and against any liability and costs, including related liabilities, losses, damages, costs, expenses, and attorneys' fees, resulting from or arising out of: (i) knowing misrepresentations or unintentional or unauthorized disclosures to us or Our Representatives by any party (other than us) or the officers, employees, or others acting or purporting to act on their behalf, (ii) disclosure of our work product to anyone not a party this engagement letter who we were not informed of in advance, or (iii) misdirection, interception, or failed delivery of information connected with this engagement during transmission, submission, or storage.

B. Our and Our Representatives' total aggregate liability pertaining to this engagement and engagement letter shall be limited to one (1) times the amount of our fees (excluding any reimbursable expenses) the party bringing the claim paid to us for the services in question. In no event shall we or Our Representatives be liable for indirect, incidental, consequential, special, multiple, exemplary, or punitive losses or damages—even if advised of their possible existence.

C. Satisfaction of a claim or cause of action arising from nonattest services (if any) which are part of this engagement or performed pursuant to this engagement letter shall only be sought from the limited liability partnership, Weaver and Tidwell, L.L.P. In no event will our partners, directors, employees, or agents be individually liable for any liability, damages, expenses, or losses of any nature, caused by or resulting from the engagement, engagement letter, or use of our work product. While we are entering into this engagement letter on our own behalf, this paragraph is also intended for the benefit of Our Representatives.

D. All limitations on liability and indemnifications contained herein shall apply to the fullest extent permissible by applicable laws and professional standards (including, without limitation, any applicable rules and interpretations of the AICPA, PCAOB, and SEC), regardless of the cause of action (whether contract, negligence, or otherwise), except as finally determined to have resulted solely from our fraud, gross negligence, or willful misconduct.

8. **Dispute Resolution Procedure including Jury Waiver.**

A. No claim arising out of or relating to this engagement or engagement letter shall be filed more than two (2) years after the earlier of the termination of this engagement or the date of the delivery of our work product in question, if any. This limitation applies and begins to run even if no damage or loss has been suffered, or the injured or damaged party has not become aware of the existence or possible existence of a dispute.

B. If a dispute arises out of or relates to this engagement or engagement letter, or the breach thereof, and if the dispute cannot be settled through negotiation, the parties agree first to try in good faith to settle the dispute by mediation before resorting to litigation. In such event, the parties will attempt to agree upon a location, mediator, and mediation procedures, but absent such agreement any party may require mediation in Houston, Texas, administered by the AAA under its Commercial Mediation Procedures.

C. This engagement letter and all disputes between the parties shall be governed by, resolved, and construed in accordance with the laws of the State of Texas, without regard to conflict-of-law principles. Any action arising out of or relating to this engagement or engagement letter shall only be brought in, and each party agrees to submit and consent to the exclusive jurisdiction of the federal or state courts in the State of Texas and convenience of those situated in Harris County, Texas.

D. Each party hereby irrevocably waives any right it may have to trial by jury in any proceeding arising out of or relating to this engagement or this engagement letter.

E. Whenever possible, this engagement letter shall be interpreted in such a manner as to be effective and valid under applicable laws, regulations, or published interpretation, but if any term of this engagement letter is declared illegal, unenforceable, or unconscionable, that term shall be severed or modified, and the remaining terms of the engagement letter shall remain in force. The court should in such case modify any term declared to be illegal, unenforceable, or unconscionable in a manner that will retain the intended term as closely as possible.

F. If because of a change in status or due to any other reason, any of the terms of this engagement or any contract we have now or enter into in the future with any of the other parties, would be prohibited by, or would impair our independence when required under laws, regulations or published interpretations by governmental bodies, professional organizations or other regulatory agencies, such provision shall, to that extent, be of no further force and effect and the contract shall consist of the remaining portions.

9. **Miscellaneous.**

A. We have non-CPA owners who may provide services pertaining to this engagement.

B. We do not provide legal advice or services. If necessary, refer to appropriate legal counsel for advice or services of that nature.

C. This engagement letter sets forth all agreed upon terms and conditions of our engagement with respect to the matters covered herein and supersedes any that may have come before. This engagement letter may not be amended or modified except by further writing signed by all the parties. Any provisions of this engagement letter which expressly or by implication are intended to survive its termination or expiration will survive and continue to bind the parties. The use of electronic signatures or multiple counterparts to execute this engagement letter shall have the same force and effect as a manually or physically signed original instrument.

Report on the Firm's System of Quality Control

November 19, 2025

To the Partners of Weaver & Tidwell, L.L.P.
and the National Peer Review Committee

We have reviewed the system of quality control for the accounting and auditing practice of Weaver & Tidwell, L.L.P. (the firm) applicable to engagements not subject to Public Company Accounting Oversight Board (PCAOB) permanent inspection in effect for the year ended May 31, 2025. Our peer review was conducted in accordance with the Standards for Performing and Reporting on Peer Reviews established by the Peer Review Board of the American Institute of Certified Public Accountants (Standards).

A summary of the nature, objectives, scope, limitations of, and the procedures performed in a system review as described in the Standards may be found at www.aicpa.org/prsummary. The summary also includes an explanation of how engagements identified as not performed or reported on in conformity with applicable professional standards, if any, are evaluated by a peer reviewer to determine a peer review rating.

Firm's Responsibility

The firm is responsible for designing and complying with a system of quality control to provide the Firm with reasonable assurance of performing and reporting in conformity with the requirements of applicable professional standards in all material respects. The firm is also responsible for evaluating actions to promptly remediate engagements deemed as not performed or reported on in conformity with the requirements of applicable professional standards, when appropriate, and for remediating weaknesses in its system of quality control, if any.

Peer Reviewer's Responsibility

Our responsibility is to express an opinion on the design of and compliance with the firm's system of quality control based on our review.

Required Selections and Considerations

Engagements selected for review included engagements performed under *Government Auditing Standards*, including compliance audits under the Single Audit Act; audits of employee benefit plans, an audit performed under FDICIA, and examinations of service organizations (SOC 1 and SOC 2 engagements).

As a part of our peer review, we considered reviews by regulatory entities as communicated by the firm, if applicable, in determining the nature and extent of our procedures.

Opinion

In our opinion, the system of quality control for the accounting and auditing practice of Weaver & Tidwell, L.L.P. applicable to engagements not subject to PCAOB permanent inspection in effect for the year ended May 31, 2025, has been suitably designed and complied with to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Firms can receive a rating of *pass*, *pass with deficiency(ies)* or *fail*. Weaver & Tidwell, L.L.P. has received a peer review rating of *pass*.



Eide Bailly LLP

TOWN OF PROSPER
A Place Where Everyone Matters

ENGINEERING SERVICES

To: **Mayor and Town Council**

From: **Lindy M. Higginbotham, P.E., Senior Engineer**

Through: **Mario Canizares, Town Manager**
Chuck Ewings, Assistant Town Manager
Hulon T. Webb, Jr., P.E., Director of Engineering Services
Pete Anaya, P.E., Assistant Director of Engineering – Capital Projects

Re: **Standard Utility Agreement – Frontier Parkway (FM 1461) from Preston Road (SH 289) to Custer Road (FM 2478)**

Town Council Meeting – June 9, 2026

Strategic Visioning Priority: Accelerate Infrastructure Delivery

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Agenda Item:

Consider and act upon authorizing the Town Manager to execute a Standard Utility Agreement (SUA) U-Number U00026000 between the Texas Department of Transportation and the Town of Prosper, Texas, for the reimbursement of costs incurred in adjustment and relocation of the Town's water facilities along Frontier Parkway (FM 1461), up to the amount of eligibility for State participation.

Description of Agenda Item:

As part of the design of the Texas Department of Transportation (TxDOT) future plans to widen Frontier Parkway (FM 1461) through the Town of Prosper, the Town has to relocate an existing 12-inch water line. The Town's existing 12-inch water line is located primarily within a separate utility easement parallel to the existing Frontier Parkway south Right-of-Way (ROW) between Preston Road (SH 289) and Custer Road (FM 2478). The proposed ROW of FM 1461 will extend past the Town of Prosper's existing easements.

The attached SUA will reimburse the Town of Prosper for the adjustment and relocation costs associated with the 12-inch water line to avoid conflicts with the widening of the new roadway. The attached SUA includes estimated costs associated with construction, professional services, land acquisition, and Town of Prosper engineering, administrative, and inspection costs. These estimated costs will be adjusted at the completion of the project for final payment.

Budget Impact:

The Standard Utility Agreement (SUA) is comprised of several items including Estimated Construction Costs of $7,351,613, Professional Service costs of $399,900, Easement costs of $602,250, and Town of Prosper Engineering, Administration, and Inspection costs of $52,060. The SUA is a reimbursement contract that will reimburse the Town for costs incurred based on a calculated eligibility ratio estimated to be 89.69% or a reimbursement of $7,539,071.58, based on

the Estimated Costs in the SUA. At the conclusion of the project, the Town will provide an accounting of all actual costs and the actual reimbursement amount will be calculated based on the eligibility ratio of 89.69%.

The water line relocation project bid was awarded last year in the amount of $4,085,802.90, which is significantly less than the $7,351,613 Estimated Construction Costs in the SUA. Final accounting of all actual costs is being prepared and will be provided to TxDOT after approval of the SUA. The actual reimbursement amount will reflect the construction cost savings.

Legal Obligations and Review:

Terrence Welch of Brown & Hofmeister, L.L.P., has approved the attached documents as to form and legality.

Attached Documents:

1. TxDOT Standard Utility Agreement U-Number U00026000
2. Relocation Exhibit with Cost Breakdown
3. Exception to Policy Authorization

Town Staff Recommendation:

Town staff recommend that the Town Council authorize the Town Manager to execute a Standard Utility Agreement (SUA) U-Number U00026000 between the Texas Department of Transportation and the Town of Prosper, Texas, for the reimbursement of costs incurred in adjustment and relocation of the Town's water facilities along Frontier Parkway (FM 1461), up to the amount of eligibility for State participation.

Proposed Motion:

I move to authorize the Town Manager to execute a Standard Utility Agreement (SUA) U-Number U00026000 between the Texas Department of Transportation and the Town of Prosper, Texas, for the reimbursement of costs incurred in adjustment and relocation of the Town's water facilities along Frontier Parkway (FM 1461), up to the amount of eligibility for State participation.

Texas Department of Transportation

Standard Utility Agreement

U Number: **N/A** Utility ID: **U00026000**

District: Dallas
ROW Project ID (TxC): R00002999
ROW CSJ: 1973-01-018
Construction CSJ: 1973-01-015
Highway Project Letting Date: 8/1/2028 RTL

County: Collin
Highway: FM 1461
From: SH 289

To: West of CO Rd 166

This Agreement by and between the State of Texas, acting by and through the Texas Transportation Commission, **("State**"), and Town of Prosper, ("**Utility**"), acting by and through its duly authorized representative, shall be effective on the date of approval and execution by and on behalf of the **State**.

WHEREAS, the **State** has deemed it necessary to make certain highway improvements as designated by the **State** and approved by the Federal Highway Administration within the limits of the highway as indicated above (the "**Highway Project**");

WHEREAS, the proposed Highway Project will necessitate the adjustment, removal, and/or relocation of certain facilities of the **Utility** as indicated in the following statement of work: This project will relocate the section of Prosper's 12" water pipeline outside the proposed paving limits of the future roadway widening project between SH 289/Preston Road and FM 2478/ Custer Road. The 12-inch pipe to be relocated is along FM 1461 between TxDOT STA 100+76.23 and STA 256+51.35. The new water pipeline will be designed in accordance with Town of Prosper's design and constuction standards; and more specifically as shown in the **Utility's** plans, specifications and estimated costs, which are attached hereto as Attachment "A".

WHEREAS, the **State** will participate in the costs of the adjustment, removal, and relocation of certain facilities to the extent as may be eligible for State and/or Federal participation.

WHEREAS, the **State,** upon receipt of evidence it deems sufficient, acknowledges the **Utility's** interest in certain lands and facilities that entitle it to reimbursement for the adjustment, removal, and relocation of certain of its facilities located upon the lands as indicated in the statement of work above.

NOW, THEREFORE, BE IT AGREED:

The **State** will pay to the **Utility** the costs incurred in adjustment, removal, and relocation of the **Utility's** facilities up to the amount said costs may be eligible for **State** participation.

All conduct under this agreement, including but not limited to the adjustment, removal, and relocation of the facility, the development and reimbursement of costs, any environmental requirements, and retention of records will be in accordance with all applicable federal and state laws, rules and regulations, including, without limitation, the Federal Uniform Relocation Assistance and Real Property Acquisition Policies Act, 42 U.S.C. §§ 4601, et seq., the National Environmental Policy Act, 42 U.S.C. §§ 4321, et seq., the Buy America provisions of 23 U.S.C. § 313 and 23 CFR 635.410, as amended, Texas Transportation Code § 223.045, the Utility Relocations, Adjustments, and Reimbursements provisions of 23 CFR 645, Subpart A, and the Utility Accommodation provisions of 23 CFR 645, Subpart B.

The **Utility** shall supply, upon request by the **State**, proof of compliance with the aforementioned laws, rules, regulations, and guidelines prior to the commencement of the adjustment, removal, and relocation of the facility.

The Utility shall not commence any physical work, including without limitation site preparation, on the State's right of way or future right of way, until TxDOT provides the Utility with written authorization to proceed with the physical work upon TxDOT's completion and clearance of its environmental review of the Highway Project. Any such work by the Utility prior to TxDOT's written authorization to proceed will not be eligible for reimbursement and the Utility is responsible for entering any property within the proposed limits of the Highway Project that has not yet been acquired by TxDOT. This written authorization to proceed with the physical work is in addition to the authorization to commence work outlined below. Notwithstanding the foregoing, the provisions of this paragraph are required only when TxDOT has not obtained completion and clearance of its environmental review of the Highway Project prior to the execution of this Agreement by the State and the Utility.

The **Utility** shall comply with the Buy America provisions of 23 U.S.C. § 313, 23 CFR 635.410, as amended, and the Steel and Iron Preference provisions of Texas Transportation Code § 223.045 and, when products that are composed predominately of steel and/or iron are incorporated into the permanent installation of the utility facility, use domestically manufactured products. TxDOT Form 1818 (Material Statement), along with all required attachments, must be submitted, prior to the commencement of the adjustment, removal, and relocation of the facility, as evidence of compliance with the aforementioned provisions. Failure to submit the required documentation or to comply with the Buy America, and Steel and Iron Preference requirements shall result in: (1) the **Utility** becoming ineligible to receive any contract or subcontract made with funds authorized under the Intermodal Surface Transportation Efficiency Act of 1991; (2) the **State** withholding reimbursement for the costs incurred by the **Utility** in the adjustment, removal, and relocation of the **Utility's** facilities; and (3) removal and replacement of the non-compliant products.

The **Utility** agrees to develop relocation or adjustment costs by accumulating actual direct and related indirect costs in accordance with a work order accounting procedure prescribed by the **State**, or may, with the **State's** approval, accumulate actual direct and related indirect costs in accordance with an established accounting procedure developed by the **Utility**. Bills for work hereunder are to be submitted to the **State** not later than one (1) year after completion of the work. Failure to submit the request for final payment, in addition to all supporting documentation, within one (1) year after completion of the work may result in forfeiture of payment for said work.

When requested, the **State** will make intermediate payments at not less than monthly intervals to the **Utility** when properly billed. Such payments will not exceed 90 percent (90%) of the eligible cost as shown in each such billing. Intermediate payments shall not be construed as final payment for any items included in the intermediate payment.

The **State** will, upon satisfactory completion of the adjustment, removal, and/or relocation and upon receipt of final billing prepared in an approved form and manner and accounting for any intermediate payments, make payment in the amount of 90 percent (90%) of the eligible costs as shown in the final billing prior to audit and after such audit shall make an additional final payment totaling the reimbursement amount found eligible for **State** reimbursement.

Alternatively, if the approved accounting method is a lump sum, the **State** agrees to pay the **Utility** an agreed lump sum of $N/A as supported by the attached estimated costs. The **State** will, upon satisfactory completion of the adjustments, removals, and relocations and upon receipt of a final billing, make payment to the **Utility** in the agreed amount.

Upon execution of this agreement by both parties hereto, the **State** will, by written notice, authorize the **Utility** to perform such work diligently and to conclude said adjustment, removal, and relocation by the stated completion date which is attached hereto in Attachment "C". The completion date shall be extended for delays caused by events outside the **Utility's** control, including an event of Force Majeure, which shall include a strike, war or act of war (whether an actual declaration of war is made or not), insurrection, riot, act of public enemy, accident, fire, flood or other act of God, sabotage, or other events, interference by the **State** or any other party with the **Utility's** ability to proceed with the work, or any other event in which the **Utility** has exercised all due care in the prevention thereof so that the causes of other events are beyond the control and without the fault or negligence of the **Utility**.

This agreement in its entirety consists of the following elements:

Standard Utility Agreement – ROW-U-35;
- Plans, Specifications, and Estimated Costs (Attachment “A”);
- Accounting Method (Attachment “B”);
- Schedule of Work (Attachment “C”);
- Statement Covering Contract Work – ROW-U-48 (Attachment “D”);
- Utility Joint Use Agreement – ROW-U-JUA and/or Utility Installation Request – Form 1082 (Attachment “E”);
- Eligibility Ratio (Attachment “F”);
- Betterment Calculation and Estimate (Attachment “G”); and
- Proof of Property Interest – ROW-U-Affidavit (Attachment “H”).

All attachments are included herein as if fully set forth. In the event it is determined that a substantial change from the statement of work contained in this agreement is required, reimbursement therefore shall be limited to costs covered by a modification or amendment of this agreement or a written change or extra work order approved by the **State** and the **Utility**.

This agreement is subject to cancellation by the **State** at any time up to the date that work under this agreement has been authorized, and such cancellation will not create any liability on the part of the **State.** However, the **State** will review and reimburse the **Utility** for eligible costs incurred by the **Utility** in preparation of this Agreement.

The State Auditor may conduct an audit or investigation of any entity receiving funds from the **State** directly under this contract or indirectly through a subcontract under this contract. Acceptance of funds directly under this contract or indirectly through a subcontract under this contract acts as acceptance of the authority of the State Auditor, under the direction of the Legislative Audit Committee, to conduct an audit or investigation in connection with those funds. An entity that is the subject of an audit or investigation must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit.

The **Utility** by execution of this agreement does not waive any of the rights that the **Utility** may have within the limits of the law.

It is expressly understood that the **Utility** conducts the adjustment, removal, and relocation at its own risk, and that the **State** makes no warranties or representations regarding the existence or location of utilities currently within its right of way.

The signatories to this agreement warrant that each has the authority to enter into this agreement on behalf of the party represented.

UTILITY

Utility: Town of Prosper
Name of Utility

By:
Authorized Signature

Print or Type Name

Title:

Date:

EXECUTION RECOMMENDED:

Director of TP&D (or designee), Dallas District

THE STATE OF TEXAS

Executed and approved for the Texas Transportation Commission for the purpose and effect of activating and/or carrying out the orders, established policies or work programs heretofore approved and authorized by the Texas Transportation Commission.

By:
District Engineer (or designee)

Date:

Initial Date
TxDOT

Initial Date
Utility

Attachment "A"
Plans, Specifications, and Estimated Costs

All material items within the cost estimate that must meet Buy America or Steel and Iron Preference Provision requirements must be indicated with an asterisk (*).

☐ Currently, **this project does not plan to use** iron and steel subject to Buy America requirements. In the event that Buy America compliant materials are used during construction on this project, compliance documentation will be provided.

☐ There are non-domestic iron and steel materials in this project that fall under the De Minimus equation. Calculation showing the total cost does not exceed one-tenth of one percent (0.1 %) of the individual utility agreement amount or $2,500.00, whichever is greater is required.

☒ We understand the Buy America Compliance Requirements for iron and steel and will supply the required documentation to TxDOT indicating compliance with this provision. The following documents will be supplied prior to installation of the materials:

1) Form 1818 - Material Statement
2) Material Test Reports or Certifications

TOWN OF PROSPER

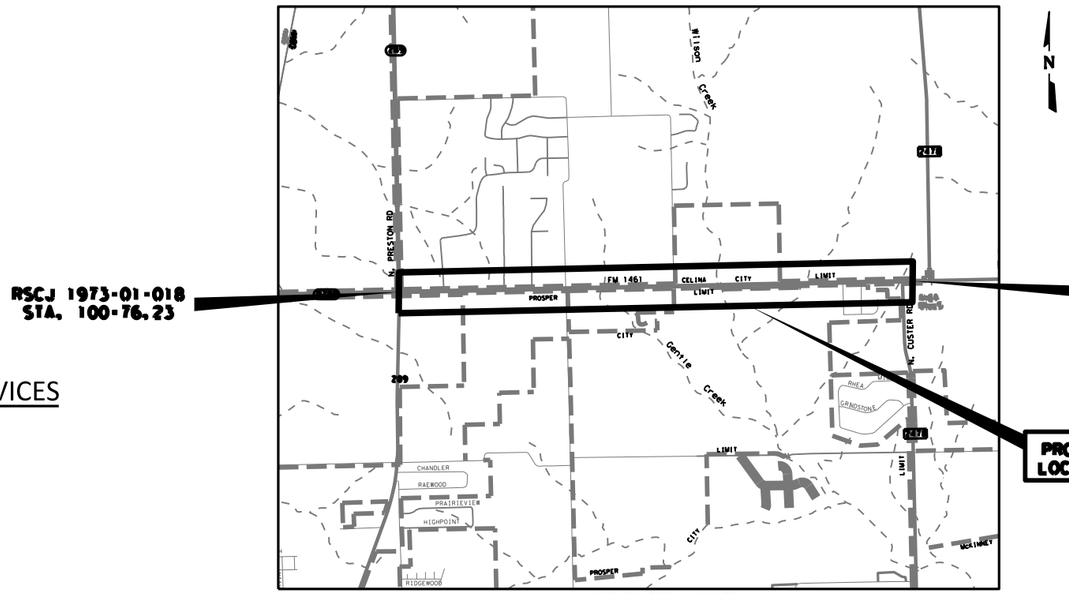
A Place Where Everyone Matters

FM 1461 12" WATER LINE RELOCATION

RSCJ 1973-01-018 CIP NO. WA202114

U00026000 BID NO. 2025-08-B

JUNE 2025



MAYOR
DAVID F. BRISTOL

CITY COUNCIL
MARCUS E. RAY,
MAYOR PRO-TEM, PLACE 1

CRAIG ANDRES, PLACE 2

AMY BARTLEY,
DEPUTY MAYOR PRO-TEM, PLACE 3

CHRIS KERN, PLACE 4

JEFF HODGES, PLACE 5

CAMERON REEVES, PLACE 6

TOWN MANAGER
MARIO CANIZARES

DIRECTOR OF ENGINEERING SERVICES
HULON T. WEBB, JR., P.E.

PUBLIC WORKS DIRECTOR
CARRIE JONES

SHEET INDEX		
SEQ.	SHEET NO.	SHEET TITLE
GENERAL		
1	GN-0	COVER
2	GN-2	GENERAL NOTES AND LEGEND
3	GN-3	GENERAL NOTES
4	GN-4	TCEQ GENERAL NOTES
5	GN-5	PROJECT QUANTITIES
6-9	GN-6 - GN-9	KEY MAP AND HORIZONTAL CONTROL PLAN
REMOVAL PLAN		
10	DM-1	BEGIN TO STA 19+00
11	DM-2	STA 19+00 TO STA 37+00
12	DM-3	STA 37+00 TO STA 55+00
13	DM-4	STA 55+00 TO STA 73+00
14	DM-5	STA 73+00 TO STA 91+00
15	DM-6	STA 91+00 TO STA 109+00
16	DM-7	STA 109+00 TO STA 127+00
17	DM-8	STA 127+00 TO STA 145+00
18	DM-9	STA 145+00 TO END
PLAN AND PROFILE		
19	WL-1	BEGIN TO STA 5+50
20	WL-2	STA 5+50 TO STA 10+00
21	WL-3	STA 10+00 TO STA 14+50
22	WL-4	STA 14+50 TO STA 19+00
23	WL-5	STA 19+00 TO STA 23+50
24	WL-6	STA 23+50 TO STA 28+00
25	WL-7	STA 28+00 TO STA 32+50
26	WL-8	STA 32+50 TO STA 37+00
27	WL-9	STA 37+00 TO STA 41+50
28	WL-10	STA 41+50 TO STA 46+00
29	WL-11	STA 46+00 TO STA 50+50
30	WL-12	STA 50+50 TO STA 55+00
31	WL-13	STA 55+00 TO STA 59+50
32	WL-14	STA 59+50 TO STA 64+00
33	WL-15	STA 64+00 TO STA 68+50
34	WL-16	STA 68+50 TO STA 73+00
35	WL-17	STA 73+00 TO STA 77+50
36	WL-18	STA 77+50 TO STA 82+00
37	WL-19	STA 82+00 TO STA 86+50
38	WL-20	STA 86+50 TO STA 91+00
39	WL-21	STA 91+00 TO STA 95+50
40	WL-22	STA 95+50 TO STA 100+00
41	WL-23	STA 100+00 TO STA 104+50
42	WL-24	STA 104+50 TO STA 109+00
43	WL-25	STA 109+00 TO STA 113+50
44	WL-26	STA 113+50 TO STA 118+00
45	WL-27	STA 118+00 TO STA 122+50
46	WL-28	STA 122+50 TO STA 127+00
47	WL-29	STA 127+00 TO STA 131+50
48	WL-30	STA 131+50 TO STA 136+00
49	WL-31	STA 136+00 TO STA 140+50
50	WL-32	STA 140+50 TO STA 145+00
51	WL-33	STA 145+00 TO STA 149+50
52	WL-34	STA 149+50 TO STA 154+00
53	WL-35	STA 154+00 TO STA 158+50
54	WL-36	STA 158+50 TO END
EROSION CONTROL		
55	EC-1	BEGIN TO STA 53+00
56	EC-2	STA 53+00 TO STA 105+00
57	EC-3	STA 105+00 TO STA 157+00
58	EC-4	STA 157+00 TO END
DETAILS		
59	DT-1	TOWN OF PROSPER STANDARD DETAILS
60	DT-2	TOWN OF PROSPER STANDARD DETAILS
61	DT-3	TOWN OF PROSPER STANDARD DETAILS

FREESE AND NICHOLS

6136 FRISCO SQUARE BLVD, SUITE B
FRISCO, TX 75034
PHONE - (972)624-9201
FAX - (972)624-9202
WEB - WWW.FREESE.COM

PRP22659

FREESE AND NICHOLS, INC.
TEXAS REGISTERED ENGINEERING FIRM F-2144

NOT FOR CONSTRUCTION

THIS DOCUMENT IS RELEASED FOR THE PURPOSE OF INTERIM REVIEW UNDER THE AUTHORITY OF ADAM CROSS, P.E. TEXAS NO: 111348 DATE: 6/13/2025 IT IS NOT TO BE USED FOR CONSTRUCTION, BIDDING OR PERMIT PURPOSES.

100% SUBMITTAL

LEGEND OF SYMBOLS

	POWER POLE (SURVEY)
	POWER POLE (TXDOT)
	LIGHT POLE (TXDOT)
	TRAFFIC SIGNAL LIGHT (TXDOT)
EH	ELECTRIC HANDHOLE (TXDOT)
EM	ELECTRIC METER (TXDOT)
	TRAFFIC SIGNAL POWER BOX (TXDOT)
	ELECTRICAL TRANSFORMER (TXDOT)
FH	FIBEROPTIC HANDHOLE (TXDOT)
	WATER VALVE (SURVEY)
	FIRE HYDRANT (SURVEY)
	WATER VALVE (TXDOT)
	FIRE HYDRANT (TXDOT)
WM	WATER METER (TXDOT)
	TELEPHONE PEDESTAL (TXDOT)
HH	TELEPHONE HANDHOLE (TXDOT)
WW	WASTE WATER MANHOLE (TXDOT)
CO	CLEAN OUT (TXDOT)
V	WASTE WATER VAULT (TXDOT)
	CULVERT HEADWALL (TXDOT)
GV	GAS VENT (TXDOT)
GM	GAS METER (TXDOT)
731	MINOR CONTOUR (SURVEY)
730	MAJOR CONTOUR (SURVEY)
	PERMANENT EASEMENT (SURVEY)
	R.O.W. (SURVEY)
	PROPERTY LINE (SURVEY)
	CENTERLINE (SURVEY)
OE	OVERHEAD ELECTRIC (SURVEY)
E1	UNDERGROUND ELECTRIC (TXDOT)
E1 (D)	UNDERGROUND ELECTRIC (TXDOT)
E2	UNDERGROUND ELECTRIC (TXDOT)
E2 (D)	UNDERGROUND ELECTRIC (TXDOT)
E3	UNDERGROUND ELECTRIC (TXDOT)
E3 (D)	UNDERGROUND ELECTRIC (TXDOT)
E4	UNDERGROUND ELECTRIC (TXDOT)
E4 (D)	UNDERGROUND ELECTRIC (TXDOT)
TS1	TRAFFIC SIGNAL ELECTRIC (TXDOT)
TS1 (D)	TRAFFIC SIGNAL ELECTRIC (TXDOT)
OE1	OVERHEAD ELECTRIC (TXDOT)
OE1/FOC5	OVERHEAD ELECTRIC/FIBER OPTIC (TXDOT)
OE1/CTV1/T1	OVERHEAD ELECTRIC/FIBER/CTV (TXDOT)
OE2	OVERHEAD ELECTRIC (TXDOT)
OE2/FOC5	OVERHEAD ELECTRIC/FIBER OPTIC (TXDOT)
OE2/FOC5/CTV1	OVERHEAD ELECTRIC/FIBER/CTV (TXDOT)

FOC1	FIBER OPTIC AT&T (TXDOT)
FOC1 (D)	FIBER OPTIC AT&T (TXDOT)
FOC2	FIBER OPTIC ZAYO (TXDOT)
FOC2 (D)	FIBER OPTIC ZAYO (TXDOT)
FOC3	FIBER OPTIC GCEC (TXDOT)
FOC3 (D)	FIBER OPTIC GCEC (TXDOT)
FOC4	FIBER OPTIC SUDDENLINK (TXDOT)
FOC4 (D)	FIBER OPTIC SUDDENLINK (TXDOT)
FOC5	FIBER OPTIC GRANDE (TXDOT)
FOC5 (D)	FIBER OPTIC GRANDE (TXDOT)
FOC6	FIBER OPTIC COSERV (TXDOT)
FOC6 (D)	FIBER OPTIC COSERV (TXDOT)
T1	TELEPHONE AT&T (TXDOT)
T1 (D)	TELEPHONE AT&T (TXDOT)
T2	TELEPHONE COSERV (TXDOT)
T2 (D)	TELEPHONE COSERV (TXDOT)
T-DUCT1	T-DUCT AT&T (TXDOT)
T-DUCT1 (D)	T-DUCT AT&T (TXDOT)
W1	EXISTING WATER MAIN (SURVEY)
W1 (D)	CITY OF CELINA WATER (TXDOT)
W3 (D)	CITY OF MCKINNEY WATER (TXDOT)
WW1	CITY OF CELINA WW (TXDOT)
WW1 (D)	CITY OF CELINA WW (TXDOT)
WW1 (C)	CITY OF CELINA WW (TXDOT)
SD1	STORM SEWER (TXDOT)
SD1 (D)	STORM SEWER (TXDOT)
FM1	CITY OF CELINA FM (TXDOT)
FM1 (D)	CITY OF CELINA FM (TXDOT)
G1	COSERV GAS (TXDOT)
G1 (D)	COSERV GAS (TXDOT)
PL1	ATMOS PIPELINE (TXDOT)
PL1 (D)	ATMOS PIPELINE (TXDOT)
CTV1	SUDDENLINK CTV (TXDOT)
CTV1 (D)	SUDDENLINK CTV (TXDOT)
	EXISTING TREE (SURVEY)
	CONTROL POINT (TXDOT)
	CUT AND PLUG EXISTING WATER
	IRRIGATION VAULT (SURVEY)
S	IRRIGATION BOX (SURVEY)

GENERAL PROJECT NOTES (NO SEPARATE PAY ITEMS):

1. ALL TRENCH BACKFILL IN UNPAVED AREAS OVER FIVE (5) FEET FROM ROAD OR DRIVEWAY SHALL BE PLACED TO EXISTING GRADE PLUS SIX INCHES TO ALLOW FOR SETTLEMENT. ALL BACKFILL SHALL BE COMPACTED TO 98% STANDARD PROCTOR DENSITY PER SPECIFICATIONS.

2. THE CONTRACTOR SHALL REMOVE FROM THE PROJECT AREA ALL SURPLUS MATERIAL. THIS SHALL BE INCIDENTAL AND NOT A SEPARATE PAY ITEM. SURPLUS MATERIALS FROM EXCAVATION INCLUDING DIRT, TRASH, ETC. SHALL BE PROPERLY DISPOSED OF AT A SITE ACCEPTABLE TO THE TOWN'S ENGINEER IF WITHIN THE TOWN LIMITS. IF THE LOCATION IS NOT WITHIN THE TOWN LIMITS, THE CONTRACTOR SHALL PROVIDE A LETTER STATING AS SUCH. NO EXCESS EXCAVATED MATERIAL SHALL BE DEPOSITED IN LOW AREAS OR ALONG NATURAL DRAINAGE WAY WITHOUT WRITTEN PERMISSION FROM THE AFFECTED PROPERTY OWNER AND THE TOWN'S ENGINEER. IF THE CONTRACTOR PLACES EXCESS MATERIAL IN THE AREAS WITHOUT PERMISSION, THE CONTRACTOR WILL BE RESPONSIBLE FOR ALL DAMAGE RESULTING FROM SUCH FILL AND HE SHALL REMOVE MATERIAL AT HIS OWN COST.

3. CONTRACTOR SHALL BE RESPONSIBLE FOR PREPARATION, IMPLEMENTATION AND MAINTENANCE OF A STORM WATER POLLUTION PREVENTION PLAN FOR THIS PROJECT. THE INSPECTION AND MAINTENANCE OF THE EROSION PREVENTION MEASURES SHALL BE THE CONTRACTOR'S RESPONSIBILITY THROUGHOUT ALL PHASES OF CONSTRUCTION. IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO COMPLY WITH THE EPA'S NPDES REGULATIONS 40-CFR-122, 123, 124 CONCERNING EROSION AND SEDIMENT CONTROL. THE CONTRACTOR WILL BE RESPONSIBLE FOR SUBMITTING A NOTICE OF INTENT "NOI" TO TCEQ 72 HOURS PRIOR TO BEGINNING CONSTRUCTION AND NOTICE OF TERMINATION "NOT" TO TCEQ UPON COMPLETION OF THE PROJECT.

4. ALL TRENCH EXCAVATION SHALL BE IN ACCORDANCE WITH THE U.S. DEPARTMENT OF LABOR OCCUPATIONAL SAFETY AND HEALTH ADMINISTRATOR'S STANDARDS. CONTRACTOR IS RESPONSIBLE FOR ALL TRENCH SAFETY. THE CONTRACTOR SHALL CONSTRUCT THE PROPOSED WORK UTILIZING A TRENCH SAFETY PLAN. A TRENCH SAFETY PLAN SHALL BE SUBMITTED AT THE PRE-CONSTRUCTION MEETING.

5. CONTRACTOR SHALL MAINTAIN SUITABLE CONSTRUCTION ACCESS TO THE ENGINEER, LAND OWNER AND THE TOWN OF PROSPER AT ALL TIMES DURING CONSTRUCTION, OR ACTIVITIES WILL BE STOPPED UNTIL AREA IS MADE ACCESSIBLE.

6. ALL BURIED VALVES, FIRE HYDRANT BASES, FITTINGS, METALLIC PIPING, AND METALLIC EQUIPMENT SHALL BE WRAPPED OR COATED IN ACCORDANCE WITH THE SPECIFICATIONS.

7. THE CONTRACTOR SHALL REMOVE ALL FENCES, LOCATED WITHIN EASEMENTS, INTERFERING WITH CONSTRUCTION OPERATION AND PROVIDE TEMPORARY FENCING DURING CONSTRUCTION. REMOVED FENCES SHALL BE REPLACED WITH A NEW FENCE OF EQUAL OR BETTER MATERIAL OR UNDAMAGED ORIGINAL FENCING. ALL AFFECTED PROPERTY OWNERS SHALL BE NOTIFIED PRIOR TO CONSTRUCTION. REMOVAL AND REPLACEMENT OF EXISTING AND TEMPORARY FENCES SHALL BE CONSIDERED SUBSIDIARY TO THE PROJECT COST AND REFLECTED IN THE UNIT BID PRICES FOR VARIOUS ITEMS LISTED IN THE PROPOSAL.

8. CONTRACTOR SHALL PROVIDE CLOSURE PIECES FOR WATERLINE AS REQUIRED TO CONSTRUCT THE PROJECT, INCLUDING THOSE REQUIRED FOR SPECIAL CONSTRUCTION PROCEDURES TO COORDINATE CHANGES TO THE SEQUENCE OF CONSTRUCTION. ALL CLOSURE PIECES SHALL BE CONSIDERED A SUBSIDIARY COST TO THE PROJECT AND WILL BE PROVIDED AND/OR REMOVED AT NO ADDITIONAL COST TO THE OWNER.

9. THE CONTRACTOR SHALL DISTRIBUTE LETTERS, MINIMUM 1 CALENDAR WEEK IN ADVANCE, TO ALL AFFECTED PROPERTY OWNERS PRIOR TO BEGINNING WORK ON EACH PROPERTY. THIS LETTER SHALL INCLUDE NAMES AND TELEPHONE NUMBERS OF CONTRACTOR CONTACTS, A DESCRIPTION OF WORK TO BE DONE, AND THE TIME FRAME FOR DOING THE WORK. COPIES OF THE LETTER SHALL BE FORWARDED TO THE TOWN INSPECTOR. THE CONTRACTOR SHALL NOTIFY RESIDENTS 48 HOURS IN ADVANCE OF PERFORMING ANY WORK ON PRIVATE PROPERTY. DISTRIBUTION OF LETTERS SHALL BE CONSIDERED SUBSIDIARY TO THE COST OF PROJECT AND NO ADDITIONAL COMPENSATION WILL BE ALLOWED.

10. CONTRACTOR SHALL REMOVE TOPSOIL AND STOCKPILE FOR USE DURING TRENCH RESTORATION. THE TOP 12-INCHES OF TRENCH BACKFILL MATERIAL SHALL HAVE A GRADATION SIMILAR TO EXISTING GROUND ADJACENT TO TRENCH. MAXIMUM ROCK SIZE WITHIN THE TOP 12-INCH LAYER SHALL NOT EXCEED 1-INCH.

11. CONTRACTOR IS RESPONSIBLE FOR MAINTAINING WATER CONNECTIONS TO ALL HOMES AND BUSINESSES IN WORKING ORDER AT ALL TIMES, EXCEPT FOR BRIEF INTERRUPTIONS FOR SERVICES TO BE REINSTALLED. IN NO CASE SHALL SERVICES BE ALLOWED TO REMAIN OUT OF SERVICE OVERNIGHT.

12. ALL DRIVEWAYS, WHICH ARE OPEN CUT, SHALL HAVE ACCESS PROVIDED AT ALL TIMES. THE FLEXBASE TEMPORARY SURFACE WILL BE CONSIDERED A NON-PAY ITEM. ALL OPEN CUT DRIVEWAYS & ROADS SHALL HAVE PERMANENT SURFACE REPLACED WITHIN 1 WEEK OF OPEN CUTTING. DRIVEWAY REPLACEMENT SHALL BE SIMILAR MATERIAL AND THICKNESS TO EXISTING.

13. CONTRACTOR SHALL INSTALL TEMPORARY BACKFILL AS REQUIRED FOR OPEN TRENCH IN ESTABLISHED ROADWAYS. NO OPEN TRENCH WILL BE ALLOWED IN EXISTING PAVEMENT EXCEPT DURING DAYLIGHT HOURS DURING CONSTRUCTION OPERATIONS. TEMPORARY BACKFILL SHALL BE INSTALLED TO THE FINISHED GRADE OF THE EXISTING PAVEMENT AND SHALL BE MAINTAINED BY THE CONTRACTOR TO ENSURE A SMOOTH DRIVING SURFACE, FREE OF RUTTING AND POTHOLES. REPAIR DAMAGED PAVEMENT IN ACCORDANCE WITH SPECIFICATIONS.

14. CONTROL POINTS SHOWN ON PLANS ARE INTENDED FOR CONTRACTOR'S USE ONLY. ANY ADDITIONAL SURVEYING NEEDED TO LAYOUT ANY PROJECTS SHALL BE SUBSIDIARY TO THE BID PRICES

15. CONSTRUCTION SURVEYING IS THE SOLE RESPONSIBILITY OF THE CONTRACTOR INCLUDING BUT NOT LIMITED TO LIMITS OF PERMANENT EASEMENT, TEMPORARY EASEMENT, CENTERLINE, ETC. THE CONTRACTOR SHALL VERIFY ALL CONTROL MONUMENTATION PRIOR TO BEGINNING CONSTRUCTION.

16. IT IS THE CONTRACTOR'S RESPONSIBILITY TO MAINTAIN NEAT, ACCURATE AND CURRENT PLANS OF RECORD ON THE JOB SITE AT ALL TIMES.

17. THE CONTRACTOR IS RESPONSIBLE FOR MAINTAINING ADEQUATE SITE DRAINAGE THROUGHOUT THE DURATION OF THIS PROJECT.

18. THE CONTRACTOR IS RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS BEFORE CONSTRUCTION BEGINS.

19. THE CONTRACTOR SHALL PROTECT AND SUPPORT EXISTING UTILITIES IN ACCORDANCE WITH STANDARDS, PROCEDURES, POLICIES AND REQUIREMENTS OF THE OWNERS OF THE UTILITIES. PROTECTION AND SUPPORT OF EXISTING UTILITIES SHALL INCLUDE PROTECTION AND SUPPORT OF UTILITIES LINES, VAULTS, BOXES, VALVES, POLES, PIPES, CONDUITS, AND ANY OTHER ITEMS ASSOCIATED WITH THE UTILITIES' FACILITIES AT NO ADDITIONAL COST TO THE OWNER. ALL COST FOR MOVING OR SUPPORTING ELECTRIC POWER AND TELEPHONE POLES SHALL BE INCLUDED IN THE PRICE BID FOR THE CONSTRUCTION OF THE PROJECT. THE CONTRACTOR SHALL BE RESPONSIBLE FOR KEEPING ALL EXISTING UTILITIES IN SERVICE DURING CONSTRUCTION.

20. PRIOR TO EXCAVATION, THE CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFYING THE LOCATION OF ALL EXISTING PIPING AND UTILITIES IN THE CONSTRUCTION AREA(S). CONTRACTOR SHALL TEMPORARILY RELOCATE AND SUPPORT EXISTING UTILITIES AS REQUIRED FOR CONSTRUCTION OF NEW ITEMS AND REINSTALL THEM AS REQUIRED AT NO ADDITIONAL COST TO THE OWNER.

21. ALL STREETS WITHIN THE SCOPE OF THE CONTRACT SHALL BE KEPT ACCESSIBLE TO FIRE TRUCKS, AMBULANCES, OTHER EMERGENCY VEHICLES, RESIDENTS AND BUSINESSES.

22. THE CONTRACTOR SHALL USE EXISTING RIGHT-OF-WAYS OR EASEMENTS FOR ACCESS TO THE JOB SITE.

23. WHERE GRASS IS DISTURBED BY AN ACTIVITY OF THIS PROJECT, CONTRACTOR SHALL REPLACE GRASS BY HYDROMULCH SEEDING INCLUDING BOTH PERMANENT BERMUDA GRASS SEED AND WINTER WHEAT SEED SUCH THAT THE GRASS THAT WAS PRESENT IN PRE-CONSTRUCTION CONDITIONS IS REPLACED AND/OR RESTORED TO ITS CONDITION IN AS GOOD OR BETTER CONDITION THAN PRIOR TO CONSTRUCTION. SOD OF EQUAL TYPE TO EXISTING GRASS, SHALL BE PLACED IN DISTURBED AREAS IN RESIDENTIAL YARDS AND IN DISTURBED R.O.W. AREAS IMMEDIATELY ADJACENT TO RESIDENTIAL YARDS.

24. THE CONTRACTOR SHALL MAKE CONNECTIONS TO EXISTING PIPE, AS REQUIRED AND SHALL PROVIDE ALL FITTINGS, ADAPTERS, LABOR, EQUIPMENT AND APPURTENANCES REQUIRED TO MAKE CONNECTIONS, CLEAN, DISINFECT, FLUSH AND TEST THE PIPING SYSTEM. WHEN EXISTING WATERLINES REQUIRE A CONNECTION OR TIE-IN, THE GRADE OF THE NEW WATERLINE SHALL BE ADJUSTED ACCORDINGLY, NOT EXCEEDING PIPE MFG'S SPECIFIED MAXIMUM DEFLECTION PER JOINT OR MAXIMUM VERTICAL OR HORIZONTAL RADIUS FOR MULTIPLE DEFLECTIONS. THE CONTRACTOR SHALL NOT EXCEED 75% OF THE PIPE MFG.'S SPECIFIED MAXIMUM DEFLECTION PER JOINT. ALL MAIN LINE CONNECTIONS SHALL BE SUBSIDIARY TO THE PIPELINE CONSTRUCTION UNLESS SPECIFIED BY A PAY ITEM OF THE TECHNICAL SPECIFICATIONS FOR THIS PROJECT.

25. NO TREES OUTSIDE OF THE RIGHT-OF-WAY OR PERMANENT EASEMENT SHALL BE REMOVED, TRIMMED OR DAMAGED WITHOUT THE TOWN'S WRITTEN PERMISSION. ALL TREES TO BE REMOVED OR TRIMMED SHALL BE REVIEWED WITH THE TOWN, INCLUDING THOSE WITHIN THE RIGHT-OF-WAY OR PERMANENT EASEMENT.

26. CONTRACTOR SHALL MAINTAIN ALL OPERATIONS WITHIN THE TOWN ROW OR EASEMENTS.

27. CONTRACTOR SHALL BE REQUIRED TO INSTALL TEMPORARY TEST PLUGS, FITTINGS, AND SPECIALS FOR HYDROSTATIC TESTING AS NECESSARY AT NO ADDITIONAL COST TO THE OWNER.

28. CONTRACTOR, AT HIS DISCRETION AND WITH PROPER APPROVAL, MAY TUNNEL OR BORE UNDER EXISTING UTILITIES OR ROADWAYS OTHER THAN THOSE SPECIFICALLY SHOWN ON THE DRAWINGS AT NO ADDITIONAL COST TO THE OWNER.

29. WHEN NEW WATERLINE CONSTRUCTION CROSSES UNDER EXISTING PIPELINES, CONTRACTOR SHALL BACKFILL EXISTING PIPELINE WITH GRANULAR EMBEDMENT FROM TOP OF PIPE ZONE OF NEW WATERLINE TO ONE FOOT ABOVE EXISTING PIPELINE, UNLESS FLOWABLE FILL ENCASEMENT IS SHOWN IN THE PLANS.

30. CONTRACTOR SHALL PROTECT AND OR REPLACE ALL UNDERGROUND IRRIGATION SYSTEMS (KNOWN AND UNKNOWN). ALL DAMAGE SHALL BE REPAIRED BY IRRIGATOR LICENSED IN THE STATE OF TEXAS AT NO ADDITIONAL COST TO THE OWNER. CONTRACTOR IS TO ASSUME ALL COMPONENTS OF IRRIGATION SYSTEM ARE IN WORKING ORDER UNLESS MUTUALLY AGREED UPON WITH LANDOWNER PRIOR TO CONSTRUCTION. WHILE IRRIGATION SYSTEMS ARE OFF-LINE, CONTRACTOR IS RESPONSIBLE FOR WATERING GRASS, TREES AND LANDSCAPING IN AFFECTED AREAS.

31. IN ACCORDANCE WITH TEXAS STATE LAW, AT LEAST 2 DAYS PRIOR TO BEGINNING EXCAVATION, THE CONTRACTOR SHALL BE RESPONSIBLE FOR NOTIFYING A TEXAS REGISTERED NOTIFICATION CENTER (I.E. TEXAS ONE CALL, DIG TESS, ETC.), IN ORDER TO HAVE EXISTING UTILITIES LOCATED.

32. CONTRACTOR SHALL BE RESPONSIBLE FOR DETERMINING PLAN TO TRANSFER SERVICE TO THE PROPOSED WATERLINE AND SHALL COORDINATE THE PLAN AT LEAST 72 HOURS IN ADVANCE OF COMMENCING WORK.

33. NO FIRES WILL BE ALLOWED. BRUSH AND CONSTRUCTION DEBRIS SHALL BE REMOVED FROM THE SITE. DIRT AND ROCK SHALL BE SEPARATED FROM BRUSH.

34. BLASTING WILL NOT BE ALLOWED.

35. CONTRACTOR SHALL STAKE ALL ROW, PERMANENT AND TEMPORARY EASEMENTS EVERY 50-FT PRIOR TO BEGINNING CONSTRUCTION AND MUST MAINTAIN THIS STAKING THROUGHOUT THE DURATION OF THE PROJECT.

36. THIS PROJECT IS WITHIN THE AUSTIN CHALK FORMATION AND ROCK MAY BE ENCOUNTERED DURING EXCAVATION. THE COST FOR ROCK EXCAVATION SHALL BE SUBSIDIARY TO THE BID ITEM FOR PIPE INSTALLATION.

37. CONTRACTOR SHALL PROVIDE TEMPORARY FENCING FOR LIVESTOCK ANYWHERE FENCING IS REMOVED FOR CONSTRUCTION ACTIVITIES. ANY PERMANENT FENCING DAMAGED BY CONSTRUCTION ACTIVITIES SHALL BE REPLACED IN THE SAME LOCATION WITH NEW FENCING IN AS GOOD OR BETTER CONDITION AS EXISTED PRIOR TO CONSTRUCTION.

EXISTING UTILITY OWNERS

TOWN OF PROSPER		TXDOT		COSERV GAS		SUDDENLINK	
JAMES RODRIGUEZ	(214) 585-8828	TODD NEELY	(972) 547-2321	LUIS CONTRERAS	(940) 390-5500	GARY ESTEP	(469) 400-6338
COSERV ELECTRIC		DIG TESS		ENERGY TRANSFER		NTTA	
BRITT HOWARD	(940) 391-5300		(800) 344-8377	TOMMY RIGSBY	(807) 559-3829	KELLY JOHNSON	(214) 224-3026
AT&T		GRANDE COMMUNICATIONS		ZAYO			
BRADLEY PITMAN	(214) 232-7070	CHRIS LANGSTON	(940) 270-7016	LOUISE JUDY	(817) 665-4702		
ATMOS ENERGY							
CARY WILBURN	(972) 964-4108						

TEXAS REGISTERED ENGINEERING FIRM F-2144

NOT FOR CONSTRUCTION

THIS DOCUMENT IS RELEASED FOR THE PURPOSE OF INTERIM REVIEW UNDER THE AUTHORITY OF BRIAN K. CARLSON, P.E. TEXAS NO. 111348 DATE: 4/15/2025 IT IS NOT TO BE USED FOR CONSTRUCTION, BIDDING OR PERMIT PURPOSES.

FREESE AND NICHOLS
6136 Frisco Square Blvd Suite 375
Frisco, Texas 75034
Phone - (972) 624-9201
Web - www.freese.com

TOWN OF PROSPER, TEXAS

FM 1461 12" WATER LINE RELOCATION

GENERAL

GENERAL NOTES AND LEGEND

NO.	ISSUES	BY	DATE

F&N JOB NO.	PRP22659
DATE	FEB 2025
DESIGNED	BCF
DRAWN	KLG
REVISED	KLG
CHECKED	ANC
FILE NAME	cv-trt-gn-notes.dgn

VERIFY SCALE Bar is one inch on original drawing. If not one inch on this sheet, adjust scale.

0 1"

SHEET 2

SEQ.

Item 6.

MicroStation V8 User: 08180 Office:
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Model: GeomBL - Plan 1
Project:
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Date: 4/15/2025

Office: $ACCOUNT$ Date:4/15/2025 User:08180 File: N:\F\Drawings\1. General\cv-trt-gn-notes.dgn

GN. 1 DESCRIPTION

1. It is not the intent of these construction notes to cover all details and/or specification requirements of the Town of Prosper. All work and materials shall be in accordance with the Town's standard specifications, general design standards, ordinances, rules, policies, requirements and regulations, as well as any other applicable state and/or federal rules, regulations and/or requirements, as they exist or may be amended. In the event an item is not covered in the plans or the above referenced document, the most current North Central Texas Council of Governments (NCTCOG) Standard Specifications for Public Works Construction shall apply with concurring notification to the Director of Engineering Services and the Engineer of Record. Engineering drawings shall govern for construction of all Civil Improvements. The Director of Engineering Services shall have the final decision on all construction materials, methods, and procedures.

2. The existence and locations of all underground utilities shown on the drawings were obtained from available records and are approximate. Neither the owner nor the engineer assumes any responsibility for utilities not shown or not in the location shown. The Contractor shall determine the depth and location of existing underground utilities prior to trenching and shall be required to take any precautionary measures to protect all lines shown and/or any other underground utilities not of record or not shown on the plans. Contractor shall be responsible for contacting all franchise and Town utilities 48 hours prior to construction (Texas 8-1-1).

3. Any Contractor/Subcontractor performing work on this project shall familiarize themselves with the site and shall be solely responsible for any damage to existing facilities resulting directly or indirectly from his operations. Said existing improvements shall include but not be limited to berms, ditches, fences, irrigation and plants. Any removal or damage to existing improvements shall be replaced or repaired by the Contractor at his expense and shall be approved by the Town of Prosper.

4. All construction, testing, and materials shall meet or exceed all requirements of the Town of Prosper. Prior to any construction, the Contractor shall be familiar with the Contract Documents and Specifications, the Plans (including all notes), the Town of Prosper's Specifications, and any other applicable standards or specifications relevant to the proper completion of the work specified. Failure on the part of the Contractor to be familiar with all Standards and Specifications pertaining to this work shall in no way relieve the Contractor of responsibility for performing the work in accordance with all such applicable Standards and Specifications.

5. All testing shall be done by an approved laboratory at the expense of the Contractor. The Town will only accept signed original copies of all testing reports for review.

6. The Contractor shall be responsible for furnishing and installing all temporary and permanent traffic control in accordance with the minimum requirements of the latest revision of the Texas Manual on Uniform Traffic Control Handbook. All reference for using Texas Department of Transportation (TxDOT)standards and construction details shall be the latest revisions and/or amendments thereof. The Town of Prosper uses thermoplastic markings in lieu of paint. The minimum sign size shall be the standard size in the manual. Details are available upon request for the type of button patterns and posts and connections required for the signs.

7. The Contractor shall make every effort to not impede traffic on existing streets, alleys, or fire lanes open to the public. In the event the construction work requires the closure of an existing street, alley, or fire lane, the Contractor shall request the road closure through the Town 72 hours prior to the requested closure. If the closure eliminates the second point of access to the existing buildings with a certificate of occupancy, then the access may not be closed for more than forty eight (48) hours and will require Fire Chief/Fire Marshal approval in either case. Unless otherwise specified by the Town, all other streets or alleys may not be closed for more than seventy-two (72) hours.

8. If the Contractor needs to shut off any residential or non-residential water service in order to make a connection to an existing water main, the Town and Fire Chief/Fire Marshal must grant approval of the specific length of time water will be shut off. Contact the Fire Marshal's office to coordinate shutdowns at HTTPS://WWW.PROSPERTX.GOV/FIRE-DEPARTMENT/FIRE-MARSHAL/.

9. The Contractor shall obtain all necessary permits for private facilities as required by the Town of Prosper Building Inspections Department and/or Fire Marshal's Office. Approval of civil plans do not constitute approval to install private improvements such as fire protection, electrical work, retaining walls, irrigation and/or fencing. Any component of design found in the civil plans are for reference only and shall require permits prior to installation. Contractor shall contact the Building Inspections Department and/or Fire Marshal's Office to determine what additional approvals are required.

10. Working time is defined as the time during the day, except holidays, in which the Contractor shall be permitted to work. Unless otherwise approved, normal work hours will be 7:00 am to 7:00 pm Monday through Friday. Contractor will be permitted to work weekend hours between 8:00 am and 5:00 pm on Saturdays provided Contractor supplies written notification to the Town of Prosper Engineering Construction Inspector of the Contractor's intent to work and identifies the specific weekend days and hours it plans to work on before 12:00 noon of the immediately preceding Thursday. The Contractor will not be allowed to work Town of Prosper holidays unless an exception is given by the Town, and it is the Contractor's responsibility to verify the Town's holiday schedule. The consequences of work being performed without the benefit of inspection on Saturdays, Sundays, or holidays may be the removal of all work performed without the appropriate inspection, as determined by the Prosper Engineering Construction Inspector.

11. If any conflict arises between these general notes and any other notes found in the plans, the Town General Notes shall take precedence. However, the Director of Engineering Services has the authority to review and approve legitimate conflict in project specific notes if needed. For CIP Projects, the controlling order of precedence will be as specified in the Contract Documents.

12. It is the Contractor's responsibility to maintain a neat and accurate record of construction for the Record Drawings that will be submitted to the Town. Prior to final acceptance, the Contractor's redlines shall be provided to the Engineer of Record for incorporation into the Record Drawings. Record Drawings including redline updates shall be provided to the Prosper Engineering Construction Inspector at least one day prior to the scheduled final walk through inspection.

GN.2 WATER SYSTEM

1. All tapping sleeves and valves shall be full body ductile iron. With prior approval by the Town Engineer, stainless steel Smith Blair 623 may be allowed for connection to existing lines twenty inch (20") or larger.

2. Valves shall be Mueller Model Series 2360, M&H Model Series 4067/7571 or American Flow Control Model Series 2500. - 150 psi test.

3. Fittings shall be of the mechanical joint type, flanged where applicable, and be manufactured by US Pipe, American, or other as approved by the Town - Class 250. All fittings shall be restrained using Mega-Lugs or approved other and concrete thrust blocking. All concrete shall be designed with appropriate sulfate resistant cement or equivalent based on local soil conditions.

4. Fire hydrants shall be Kennedy or American Flow Control (Waterous) traffic model WB 67-250, three-way standard thread with valve in lead or approved other. All main steamer nozzles shall have a nominal inside diameter of four inches (4-1/2") with a Storz capped.

5. Water lines in the area of storm drain inlets shall be constructed behind the inlet by pulling the pipe using longitudinal bending in accordance with the manufacturer's requirements. Fittings may be used if bending is impractical; consult with the project Town Construction Inspector.

6. Contractor shall submit a Trench Safety Plan to the Town of Prosper Engineering Construction Inspector prior to the Pre-Construction Meeting for review and approval by the Town.

7. Water lines crossing under storm drains and sanitary sewer lines shall have a minimum of eighteen inches (18") clearance below storm drains and sanitary sewer lines or as governed by Texas Commission on Environmental Quality (TCEQ) Chapter 290 requirements. Parallel water lines shall be at least nine feet (9') clear horizontally to sanitary sewer lines and manholes. Where minimum clearance cannot be achieved, water lines shall be encased six inches (6") around in concrete to ten feet (10') either side of the utility crossing. Where water lines cross creeks or ditches the water line shall be protected by steel encasement at least ten feet (10') past the toe of the embankment on each side.

8. Water mains: Water mains sized sixteen inches (16") or larger shall have a minimum cover of six feet (6'), and water mains sized twelve inches (12") or smaller shall have a minimum cover of four feet (4'). All new water mains shall be PVC pipe in accordance with the following: AWAA C900 DR 18 for four-inch (4") to eight-inch (8"), AWWA C900 DR 18 for twelve-inch (12"), and C900 DR 18 for over twelve inch (12"), all "blue" in color as per Town specifications; the pipe shall be laid on a minimum of class "F1" embedment (see Standard Construction Detail No. W10). Water mains up to twelve inches (12") shall be installed two feet (2') back of curb; mains larger than twelve inches (12") shall be installed at least five feet (5') from the back of curb depending upon conditions. Detectable Metallic Tape ("Blue-Caution Buried Water Below" or approved other) shall be installed after initial backfill on approximate centerline of pipe and prior to final backfill above all PVC mains.

9. The Contractor shall install fire hydrants at the locations shown. A M.J. and flanged tee with a flanged end to M.J. gate valve is required so that the gate valve is anchored to the main.

10. Fire hydrants shall be painted as follows:

A. Tnemec Series 2H-Hi Build Tnene-Gloss, Candy Apple Red/safety for six-inch (6") mains.

B. Tnemec Series 2H Hi-Build Tneme-Gloss, True Blue Safety for eight-inch (8") mains.

C. Tnemec Series 2H Hi-Build Tneme-Gloss, Safety Yellow for twelve-inch (12") or larger water mains.

All hydrants shall be painted with two coats of Tnemec Series 530 1201 Omnithane Aluminum / Matte, Silver Paint. When a color code other than aluminum is required, the top bonnet, including the lip and all nozzle caps, shall be painted the appropriate color.

11. All bolts and nuts used with mechanical joint fitting shall be "Cor-Ten" steel or approved other.

12. The installation of a blue stemsonite (or other) model 88-SSA fire hydrant marker will be installed opposite fire hydrants just off center to the side of the street adjacent to the hydrant.

13. Polyethylene encasement - the Contractor shall furnish and install polyethylene wrap around ductile iron pipe, related fittings, and valves. This wrap shall be an 8 mil. thickness polytube. Seams and overlaps shall be wrapped and held in place by two-inch (2") wide plastic backed adhesive tape, Polyken 900 or Scotchrap no. 50, or an approved other, with approximate two foot (2') laps on the polytube. The wrap on the barrel of the pipe shall be loose enough to allow the film to shift with the soil. The wrap shall be installed without breaks, tears, or holes in the film. The cost of the polyethylene tube wrap and complete installation shall be included in the unit price bid for the furnishing and the installation of ductile iron pipe, related fittings, and valves.

14. Valve boxes shall be furnished at the required length in order to be set to final grade on each gate valve. After the final clean up and alignment has been completed, the Contractor shall pour a reinforced concrete block 24" x 24" x 6" around all valve boxes so the finished grade is level with the finished parkway. All valve stack components shall be cast iron. Valve boxes over four feet (4') deep will require extensions. All valves shall be marked with a saw on the curb or pavement with "V". The " V" shall point to the location of the valve as follows: If the valve is in the paving, the "V" shall be marked upright; if the valve is outside the paving, the "V" shall be marked upside down.

15. The Contractor shall not operate existing Prosper water valves and must coordinate operation of all existing valves with the Town minimum 48 hours in advance. Contact the assigned Town Construction Inspector. All water lines with gate valves shall be pressure tested to 200 psi for a three (3) hour continuous period; lines with butterfly valves shall be tested at 150 psi for 4 continuous hours. Contractor shall flush and sterilize lines and prove lines to be free of fecal coliform organisms by obtaining samples for laboratory tests for contamination. The line shall be flushed out, completely replacing its entire volume with water from the Owner's mains. Once the line has been filled, all flushing is required to be metered, and paid for by the contractor at the current residential rate. Meters will be installed by the contractor on blow offs as shown on the Testing Program and Testing Map. No flushing will begin until the Testing Program and Map have been approved by the Town. The contractor is responsible for taking samples to an approved TCEQ lab with the Town's Construction Inspector or designated staff member present. Test samples will be done to meet the TCEQ requirements and test stations will be the Contractor's responsibility. The Contractor shall re-flush and re-sterilize until all samples prove free from contamination. If the test shows a satisfactory quality of water, the line so sterilized shall then be placed in service by the Contractor who shall notify the Town Construction Inspector of location and operation of all valves installed by the Contractor.

16. All residential water services shall be as follows:

A. Water services shall be normally located two feet off the lot line. Plastic meter boxes shall be DFW 16 AMR with a DFW 1600 AMR solid lid or equal for one-inch (1") meters and shall be installed two feet (2') back of curb line.

B. Minimum one-inch (1") meter and one-inch (1") A.S.T.M. D2737 working pressure of 200 psi at 23 C, SDR 9, Poly services are required to serve all residential lots, and service shall be provided to each of the family units. Sand embedment shall be used around the pipe and corporation stop. Service saddles shall be brass body with double bronze straps (no banded) - Ford, Cambridge, A.Y. McDonald, or Town approved other.

C. The Contractor shall tie a one-inch (1") wide piece of blue plastic flagging to the water service meter set and shall leave a minimum of thirty-six inches (36") of flagging exposed after final completion of paving, backfill, and final grade.

D. The utility Contractor shall install the water services to a point eighteen inches (18") back of the curb line to a depth of eight inches (8") below final grade with three inches (3") clear of soil under the curb stop. The service line shall be continuous with no fittings under paving. The meter box shall be furnished and installed by the utility Contractor after the paving Contractor has completed the final grading back of the curb. Each service location will be marked on the curb with a single vertical saw mark by the utility Contractor and tied to property corners on the "As-Recorded" plans.

4. For non-residential water services, the meter box or vault shall be furnished and installed by the Contractor after the paving Contractor has completed the final grading back of the curb. Meter boxes/vaults shall be located outside of paving and flatwork. Each service location will be marked on the curb or pavement with a single vertical saw mark by the utility Contractor and tied to property corners on the "As-Recorded" plans.

5. Density testing/compaction requirements for projects in the Austin Group formation: Frequency of trench compaction tests shall not be less than one (1) for any pipe section and every three hundred linear feet (300') of main pipe per two feet (2') of lift until final grade, starting at two feet (2') above the top of pipe. Water services are to be tested at a rate of one (1) for every six (6) services which cross the proposed right of way or every three hundred linear feet (300') of water service installed. Every other fire hydrant lead that cross the existing or proposed street, alley, or fire lane subgrade shall also receive at least one set of density tests. All ditches shall be mechanically tamped and compacted to ninety-five percent (95%) standard Proctor (ASTM D 698) density at zero percent (0%) to four percent (4%) above optimum moisture. Water jetting is not permitted.

Density testing/compaction requirements for projects in the Eagle Ford formation: Trench backfill shall consist of clay soils and shall be placed in thin, loose lifts, moisture conditioned to a minimum of 3 percentage points above optimum moisture content and compacted to a minimum of 95 percent of standard Proctor (ASTM D 698) maximum dry density. Initial sand backfill shall be placed in thin, loose lifts and moisture conditioned to within 2 percentage points of optimum moisture content and compacted to a minimum of 95 percent of standard Proctor (ASTM D 698). Frequency of density testing requirements shall be as outlined above.

6. The Contractor shall be responsible for providing "As-Recorded" plans to the engineer of record showing the location of water services and valves by distances to lot lines. This information shall be placed and marked "As-Recorded" by the engineer of record. Copies of these "As-Recorded" plans shall be furnished to the Town as required.

7. Within five business days of notification of project acceptance, the Contractor shall furnish a maintenance bond in the amount of 100% (one hundred percent) of the total final contract price to the Town (as Obligee) to run two (2) years from the date of Final Acceptance of the project by the Town.

8. STERILIZATION OF WATER MAINS:

During the construction operations workmen shall be required to use utmost care to see that parts of the structures, inside of pipes, fittings, jointing materials, valves, etc., the surface of which come in contact with Owner's water are maintained in a sanitary condition. Every effort must be made to keep the inside of the pipe, fittings, and valves free of all foreign matter, sticks, dirt, rocks, etc. As each joint of pipe is being laid it must be effectively swabbed so that all foreign matter is removed. All fittings and exposed open ends of pipe must be blocked or capped until the line is completed. Prior to any sterilization, pressure testing or flushing a Testing Program will be submitted to the Town showing total footage of pipe to be tested, locations of blow offs and designating sample locations to be used. Test locations will be clearly marked and numbered using half sized drawings of the proposed improvements.

B. The line shall be filled completely replacing its entire volume with water from the Owner's mains. Once the line has been filled, all flushing is required to be metered, and paid for by the contractor at the current residential rate. Meters will be provided by the Town on blow offs as shown on the Testing Program. Meters are available at Public Works for flushing.

C. Chlorine will be injected into the section of line being sterilized so that its entire capacity will be filled with water containing chlorine in the amount of fifty (50) p.p.m. or in such other quantity as determined by the Engineer. The sterilizing agent shall be introduced at one end of the section and the water released from the opposite end until the sterilizing agent is present at the discharge end in such quantity as to indicate a residualchlorine of fifty (50) p.p.m. or as otherwise determined by the Engineer. All valves shall then be closed, and the sterilizing solution permitted to remain in the pipeline section for not less than twenty-four (24) hours.

D. At the end of the sterilizing period the sterilizing solution shall be discharged from the pipe and replaced with water direct from a main of the Owner.

E. A sample of water from the sterilized main shall be taken from a suitable tap under the supervision of the Engineer or his Inspector and submitted to a TCEQ approved testing laboratory. If the test shows a satisfactory quality of water, the line so sterilized shall then be placed in service by the Contractor who shall notify the Water Superintendent and assist the Water Superintendent in location and operation of all valves installed by the Contractor. If the sample shows unsatisfactory quality of water, the process of sterilization shall be repeated until satisfactory water is obtained. The lines shall be disinfected in accordance with AWWA C651, latest revision thereof.

F. Sterilization of the line or any section thereof shall not be commenced until the Engineer's approval of the method, apparatus, sterilizing agent, and the section of the line has been obtained.

G. Test samples will be done to meet the TECQ requirements and test stations will be the Contractor's responsibility. When additional taps are required to meet sampling frequency the contractor shall submit his procedure for the Towns approval. Samples will be taken at 1,000 linear feet and with the Town Inspector present. Samples will be wrapped by the Town Inspector with tamper proof tape prior to leaving the construction site.

GN.3 SANITARY SEWER SYSTEM

1. All sanitary sewer pipes four inches (4") to fifteen inches (15") nominal size shall be PVC SDR 35 or 26 meeting ASTM D3034. All sanitary sewer pipes greater than fifteen inches (15") nominal size shall be PVC meeting ASTM F679. All pipes shall be "green" in color as per Town Specifications and be laid on a minimum of Class "F2" embedment (See Standard Construction Detail No. S11). Detectable Metallic Tape ("Green-Caution Buried Sewer Below" or approved other) shall be installed after initial backfill o n approximate centerline of pipe prior to final backfill. All new connections will be required to be plugged until the waste water lines have been approved and Final Accepted. All materials will be removed prior to opening the lines to the Town's line.

GN.8 UTILITY CROSSINGS

1. Tunneling and boring under Town streets shall be accomplished by means of jacking, boring, or tunneling equipment which is subject to the Town approval prior to start of construction. All bore shall be dry bore unless prior approval by the Director of Engineering Services has been provided.

2. The voids outside of the carrier pipe or casing pipe shall be backfilled by hydraulically placed material so that there are no open voids over the roof of the tunnel or bore. This shall be done without damage to the roadway structure.

3. All bore pits, trenches, and inspection holes shall be backfilled within 48 hours of the installation of utility lines. The method of compaction shall be such that a soil density equal to that existing prior to the start of construction will be required as verified by an approved testing laboratory. Any excess or surplus material resulting due to displacement of utility lines and conduits shall be disposed of in an acceptable manner to the Town.

4. The street sections that are shown as typical sections shall apply to any alleys, driveways, roadways, etc. that will be within a Town right-of-way or easement.

5. The Contractor shall be required to install all necessary warning and safety devices that would protect the safety and health of the public until the work has been finished and accepted by the Town.

6. The use of a casing pipe will be based upon the specific project location and soil conditions. In general, the minimum casing thickness is 0.25 inch and the material shall be steel. Where more than one section is required, the casing ends shall be welded together. Raci spacers, or Town approved other, shall be used to support the carrier pipe. The use of wood skids is no longer permitted.

GN.9 EROSION CONTROL

1. All soil disturbing activities within the Town of Prosper and its ETJ require a land disturbance permit. A copy of the appropriate Construction Site Notice (CSN) or Notice of Intent (NOI) shall be provided to the Town of Prosper prior to issuance of a grading permit. The site-specific Erosion Control Plan (ECP) shall be provided to Prosper's Stormwater Utility Administrator prior to grading.

2. The CSN or NOI shall be posted in a location viewable to the public until construction is complete and Notice of Termination (NOT) submitted. The Storm Water Pollution Prevention Plan (SW3P) shall be readily available for review by Federal, State, or Local officials.

3. Erosion control devices shall be installed on all projects prior to beginning construction and shall be maintained throughout the project in a condition acceptable to the Town. If erosion control devices are deemed in need of maintenance, work will be shut down until erosion control measures have been reestablished.

4. The contractor shall comply with the Town of Prosper's Stormwater Ordinance, the current NCTCOG iSWM TM Technical Manual for Construction, the TPDES General Construction Permit TXR150000 and any other State and/or Local regulations.

5. Where existing grasses are disturbed, restoration shall consist of equal or better permanent vegetation. For new residential construction, provide a minimum of eight feet (8') of the appropriate seasonal seeded curlex adjacent to all street and four feet (4') adjacent to alleys. All common areas and open spaces shall be fully vegetated with an approval ground cover. All nonresidential development shall be fully vegetated prior to a certificate of occupancy. The use of innovative products is encouraged, such as those made with composting materials, as long as they are approved by the Town Engineer and permanent vegetative stabilization is established. All offsite disturbance shall be fully vegetated prior to final acceptance.

6. Twenty-four (24") to thirty-six (36") inches in width of rock riprap shall be placed along the top and sides of the ground interface with all headwalls and end sections and street/alley/fire lane stub outs.

7. Inlet protectors will be removed prior to a certificate of occupancy. It is intended for the erosion control plan to keep all material out of the roadway.

8. A three foot (3') wide concrete apron shall be placed around the exterior of wye inlets for maintenance.

9. Erosion control and stabilization measures must be initiated immediately in portions of the site where construction activities have temporarily ceased and will not resume for a period exceeding 14 calendar days. Stabilization measures that provide a protective cover must be initiated immediately in portions of the site where construction activities have permanently ceased.

10. Silt fence must consist of a geotextile filter fabric, backed by woven 2" x 4" galvanized welded wire, 12 gauge minimum. Supported by metal posts to prevent soil and sediment loss from a site. Silt fence must intercept sediment while allowing water to percolate through.

11. Prior to project close out, an Engineer's Concurrence Letter from a Texas-licensed Professional Engineer (PE) must be submitted to the Stormwater Utility Administrator (SUA) at the completion of construction to request final inspection approval by the Town.

12. After the SUA receives the Engineer's Concurrence Letter, a final SWPPP walkthrough must be scheduled with the SUA. All items on the punch list issued by the SUA must be complete and verified by the SUA before a certificate of occupancy will be issued.

TEXAS REGISTERED ENGINEERING FIRM F-2144
FREESE AND NICHOLS, INC.
NOT FOR CONSTRUCTION
THIS DOCUMENT IS RELEASED FOR THE PURPOSE OF INTERIM REVIEW UNDER THE AUTHORITY OF ANDREW A. MATA, P.E. TEXAS NO. 111348 DATE: 4/15/2025
IT IS NOT TO BE USED FOR CONSTRUCTION, BIDDING OR PERMIT PURPOSES.

Item 6.

FREESE NICHOLS
6136 Frisco Square Blvd Suite 375
Frisco, TX 75034
Phone - (972) 624-9201
Web - www.freese.com

TOWN OF PROSPER, TEXAS

FM 1461 12" WATER LINE RELOCATION

GENERAL

GENERAL NOTES

NO.	ISSUES	BY	DATE

VERIFY SCALE Bar is one inch on original drawing. If not one inch on this sheet, adjust scale.
0 1"

P&W JOB NO.	PRP22655
DATE	FEB 2025
DESIGNED	BCF
DRAWN	KLG
REVISED	KLG
CHECKED	ANC
FILE NAME	cv-trt-gn-notes02.dgn

SHEET
SEQ.

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TCEQ WATER DISTRIBUTION SYSTEM
GENERAL CONSTRUCTION NOTES

1. THIS WATER DISTRIBUTION SYSTEM MUST BE CONSTRUCTED IN ACCORDANCE WITH THE CURRENT TEXAS COMMISSION ON ENVIRONMENTAL QUALITY (TCEQ) RULES AND REGULATIONS FOR PUBLIC WATER SYSTEMS 30 TEXAS ADMINISTRATIVE CODE (TAC) CHAPTER 290 SUBCHAPTER D. WHEN CONFLICTS ARE NOTED WITH LOCAL STANDARDS, THE MORE STRINGENT REQUIREMENT SHALL BE APPLIED. AT A MINIMUM, CONSTRUCTION FOR PUBLIC WATER SYSTEMS MUST ALWAYS MEET TCEQ'S "RULES AND REGULATIONS FOR PUBLIC WATER SYSTEMS."
2. ALL NEWLY INSTALLED PIPES AND RELATED PRODUCTS MUST CONFORM TO AMERICAN NATIONAL STANDARDS INSTITUTE (ANSI)/NSF INTERNATIONAL STANDARD 61 AND MUST BE CERTIFIED BY AN ORGANIZATION ACCREDITED BY ANSI [§290.44(A)(1)].
3. PLASTIC PIPE FOR USE IN PUBLIC WATER SYSTEMS MUST BEAR THE NSF INTERNATIONAL SEAL OF APPROVAL (NSF-PW) AND HAVE AN ASTM DESIGN PRESSURE RATING OF AT LEAST 150 PSI OR A STANDARD DIMENSION RATIO OF 26 OR LESS [§290.44(A)(2)].
4. NO PIPE WHICH HAS BEEN USED FOR ANY PURPOSE OTHER THAN THE CONVEYANCE OF DRINKING WATER SHALL BE ACCEPTED OR RELOCATED FOR USE IN ANY PUBLIC DRINKING WATER SUPPLY [§290.44(A)(3)].
5. ALL WATER LINE CROSSINGS OF WASTEWATER MAINS SHALL BE PERPENDICULAR [§290.44(E)(4)(B)].
6. WATER TRANSMISSION AND DISTRIBUTION LINES SHALL BE INSTALLED IN ACCORDANCE WITH THE MANUFACTURER'S INSTRUCTIONS. HOWEVER, THE TOP OF THE WATER LINE MUST BE LOCATED BELOW THE FROST LINE AND IN NO CASE SHALL THE TOP OF THE WATER LINE BE LESS THAN 24 INCHES BELOW GROUND SURFACE [§290.44(A)(4)].
7. THE MAXIMUM ALLOWABLE LEAD CONTENT OF PIPES, PIPE FITTINGS, PLUMBING FITTINGS, AND FIXTURES IS 0.25 PERCENT [§290.44(B)].
8. THE CONTRACTOR SHALL INSTALL APPROPRIATE AIR RELEASE DEVICES WITH VENT OPENINGS TO THE ATMOSPHERE COVERED WITH 16-MESH OR FINER, CORROSION RESISTANT SCREENING MATERIAL OR AN ACCEPTABLE EQUIVALENT [§290.44(D)(1)].
9. THE CONTRACTOR SHALL NOT PLACE THE PIPE IN WATER OR WHERE IT CAN BE FLOODED WITH WATER OR SEWAGE DURING ITS STORAGE OR INSTALLATION [§290.44(F)(1)].
10. WHEN WATERLINES ARE LAID UNDER ANY FLOWING OR INTERMITTENT STREAM OR SEMI-PERMANENT BODY OF WATER THE WATERLINE SHALL BE INSTALLED IN A SEPARATE WATERTIGHT PIPE ENCASEMENT. VALVES MUST BE PROVIDED ON EACH SIDE OF THE CROSSING WITH FACILITIES TO ALLOW THE UNDERWATER PORTION OF THE SYSTEM TO BE ISOLATED AND TESTED [§290.44(F)(2)].
11. PURSUANT TO 30 TAC §290.44(A)(5), THE HYDROSTATIC LEAKAGE RATE SHALL NOT EXCEED THE AMOUNT ALLOWED OR RECOMMENDED BY THE MOST CURRENT AWWA FORMULAS FOR PVC PIPE, CAST IRON AND DUCTILE IRON PIPE. INCLUDE THE FORMULAS IN THE NOTES ON THE PLANS.
    - THE HYDROSTATIC LEAKAGE RATE FOR POLYVINYL CHLORIDE (PVC) PIPE AND APPURTENANCES SHALL NOT EXCEED THE AMOUNT ALLOWED OR RECOMMENDED BY FORMULAS IN AMERICA WATER WORKS ASSOCIATION (AWWA) C-605 AS REQUIRED IN 30 TAC §290.44(A)(5). PLEASE ENSURE THAT THE FORMULA FOR THIS CALCULATION IS CORRECT AND MOST CURRENT FORMULA IS IN USE;

$$Q = \frac{LD\sqrt{P}}{148{,}000}$$

    WHERE:
    - Q = THE QUANTITY OF MAKEUP WATER IN GALLONS PER HOUR,
    - L = THE LENGTH OF THE PIPE SECTION BEING TESTED, IN FEET,
    - D = THE NOMINAL DIAMETER OF THE PIPE IN INCHES, AND
    - P = THE AVERAGE TEST PRESSURE DURING THE HYDROSTATIC TEST IN POUNDS PER SQUARE INCH (PSI).
    - THE HYDROSTATIC LEAKAGE RATE FOR DUCTILE IRON (DI) PIPE AND APPURTENANCES SHALL NOT EXCEED THE AMOUNT ALLOWED OR RECOMMENDED BY FORMULAS IN AMERICA WATER WORKS ASSOCIATION (AWWA) C-600 AS REQUIRED IN 30 TAC §290.44(A)(5). PLEASE ENSURE THAT THE FORMULA FOR THIS CALCULATION IS CORRECT AND MOST CURRENT FORMULA IS IN USE;

$$L = \frac{SD\sqrt{P}}{148{,}000}$$

    WHERE:
    - L = THE QUANTITY OF MAKEUP WATER IN GALLONS PER HOUR,
    - S = THE LENGTH OF THE PIPE SECTION BEING TESTED, IN FEET,
    - D = THE NOMINAL DIAMETER OF THE PIPE IN INCHES, AND
    - P = THE AVERAGE TEST PRESSURE DURING THE HYDROSTATIC TEST IN POUNDS PER SQUARE INCH (PSI).
12. THE CONTRACTOR SHALL MAINTAIN A MINIMUM SEPARATION DISTANCE IN ALL DIRECTIONS OF NINE FEET BETWEEN THE PROPOSED WATERLINE AND WASTEWATER COLLECTION FACILITIES INCLUDING MANHOLES. IF THIS DISTANCE CANNOT BE MAINTAINED, THE CONTRACTOR MUST IMMEDIATELY NOTIFY THE PROJECT ENGINEER FOR FURTHER DIRECTION. SEPARATION DISTANCES, INSTALLATION METHODS, AND MATERIALS UTILIZED MUST MEET §290.44(E)(1)-(4).
13. THE SEPARATION DISTANCE FROM A POTABLE WATERLINE TO A WASTEWATER MAIN OR LATERAL MANHOLE OR CLEANOUT SHALL BE A MINIMUM OF NINE FEET. WHERE THE NINE-FOOT SEPARATION DISTANCE CANNOT BE ACHIEVED, THE POTABLE WATERLINE SHALL BE ENCASED IN A JOINT OF AT LEAST 150 PSI PRESSURE CLASS PIPE AT LEAST 18 FEET LONG AND TWO NOMINAL SIZES LARGER THAN THE NEW CONVEYANCE. THE SPACE AROUND THE CARRIER PIPE SHALL BE SUPPORTED AT FIVE-FOOT INTERVALS WITH SPACERS OR BE FILLED TO THE SPRINGLINE WITH WASHED SAND. THE ENCASEMENT PIPE SHALL BE CENTERED ON THE CROSSING AND BOTH ENDS SEALED WITH CEMENT GROUT OR MANUFACTURED SEALANT [§290.44(E)(5)].
14. FIRE HYDRANTS SHALL NOT BE INSTALLED WITHIN NINE FEET VERTICALLY OR HORIZONTALLY OF ANY WASTEWATER LINE, WASTEWATER LATERAL, OR WASTEWATER SERVICE LINE REGARDLESS OF CONSTRUCTION [§290.44(E)(6)].
15. SUCTION MAINS TO PUMPING EQUIPMENT SHALL NOT CROSS WASTEWATER MAINS, WASTEWATER LATERALS, OR WASTEWATER SERVICE LINES. RAW WATER SUPPLY LINES SHALL NOT BE INSTALLED WITHIN FIVE FEET OF ANY TILE OR CONCRETE WASTEWATER MAIN, WASTEWATER LATERAL, OR WASTEWATER SERVICE LINE [§290.44(E)(7)].
16. WATERLINES SHALL NOT BE INSTALLED CLOSER THAN TEN FEET TO SEPTIC TANK DRAINFIELDS [§290.44(E)(8)].
17. THE CONTRACTOR SHALL DISINFECT THE NEW WATERLINES IN ACCORDANCE WITH AWWA STANDARD C-651-14 OR MOST RECENT, THEN FLUSH AND SAMPLE THE LINES BEFORE BEING PLACED INTO SERVICE. SAMPLES SHALL BE COLLECTED FOR MICROBIOLOGICAL ANALYSIS TO CHECK THE EFFECTIVENESS OF THE DISINFECTION PROCEDURE WHICH SHALL BE REPEATED IF CONTAMINATION PERSISTS. A MINIMUM OF ONE SAMPLE FOR EACH 1,000 FEET OF COMPLETED WATERLINE WILL BE REQUIRED OR AT THE NEXT AVAILABLE SAMPLING POINT BEYOND 1,000 FEET AS DESIGNATED BY THE DESIGN ENGINEER [§290.44(F)(3)].
18. DECHLORINATION OF DISINFECTING WATER SHALL BE IN STRICT ACCORDANCE WITH CURRENT AWWA STANDARD C655-09 OR MOST RECENT.

FREESE AND NICHOLS, INC.
TEXAS REGISTERED ENGINEERING FIRM F-2144

NOT FOR CONSTRUCTION
THIS DOCUMENT IS RELEASED FOR THE PURPOSE OF INTERIM REVIEW UNDER THE AUTHORITY OF CARLA K. FOSS, P.E. TEXAS NO. 111348 DATE: 4/15/2025
IT IS NOT TO BE USED FOR CONSTRUCTION, BIDDING OR PERMIT PURPOSES.

Item 6.

FREESE NICHOLS
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TOWN OF PROSPER, TEXAS

FM 1461 12" WATER LINE RELOCATION

GENERAL

TCEQ GENERAL NOTES

KAI JOB NO.	PRP22655
DATE	FEB 2025
DESIGNED	BCF
DRAWN	KLG
REVISED	KLG
CHECKED	ANC
FILE NAME	cv-trt-gn-notes03.dgn

NO.	ISSUES	BY	DATE

VERIFY SCALE Bar is one inch on original drawing. If not one inch on this sheet, adjust scale.
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ITEM NO.	PRP22659 FM 1461 12" WATER LINE	TOTAL	UNIT	GENERAL	DM-1	DM-2	DM-3	DM-4	DM-5	DM-6	DM-7	DM-8	DM-9	WL-1	WL-2	WL-3	WL-4	WL-5	WL-6	WL-7	WL-8	WL-9	WL-10	WL-11	WL-12	WL-13	WL-14	WL-15	WL-16	WL-17	WL-18	WL-19	WL-20	WL-21	WL-22
1	Mobilization (5%)	1	LS	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
2	Trench Safety System	13893	LF	13893	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
3	Site\ROW Preparation	1	LS	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
4	Storm Water Pollution Prevention Plan and Implementation	1	LS	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
5	Traffic Control (Including Arrow and Message Board As Needed)	1	LS	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
6	Remove, Salvage, and Deliver Exist. Fire Hydrant	22	EA	0	2	3	3	1	3	0	3	2	5	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
7	Remove Existing Water Pipe (4" - 12")	4940	LF	0	0	1304	925	0	818	0	0	948	945	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
8	Remove and Reset Irrigation Controller, Valve, Heads, and Pipe	1	LS	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
9	Abandon and Grout Existing 12" Water Line	8960	LF	8960	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
10	Abandon Existing Valve	9	EA	0	2	2	1	0	1	0	3	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
11	Remove Existing Valve	15	EA	0	2	1	3	1	1	1	0	1	5	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
12	Remove and Replace Wire Fence	181	LF	0	20	0	0	0	0	0	40	121	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
13	Remove and Replace Wooden Fence	187	LF	0	0	0	170	0	0	0	17	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
14	Remove, Store, and Reinstall Pipe Fence	356	LF	0	0	0	112	244	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
15	Remove, Salvage, and Reinstall Wrought Iron Fence	60	LF	0	0	0	0	0	60	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
16	Remove Concrete Driveway/Roadway/Sidewalk	1191	SY	0	551	236	0	0	100	132	24	36	112	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
17	Remove Gravel Driveway	390	SY	0	23	0	0	0	0	0	43	0	324	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
18	Remove Asphalt Driveway	45	SY	0	0	0	0	0	0	0	0	0	45	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
19	Remove and Replace Stone Wall (3-5 ft)	137	LF	0	0	0	0	0	137	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
20	12" DR-18 PVC Water Line by Open Cut	13770	LF	0	0	0	0	0	0	0	0	0	0	450	450	415	450	450	450	450	450	450	450	250	320	303	0	170	450	340	450	450	450	450	285
21	12" DR-18 PVC Water Line (Carrier Pipe within Steel Encased Bore)	667	LF	0	0	0	0	0	0	0	0	0	0	0	0	35	0	0	0	0	0	0	0	200	130	0	0	75	0	110	0	0	0	0	0
22	12" DR-14 Fusible PVC Water Line by Directional Drilling	1344	LF	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	147	450	205	0	0	0	0	0	0	165
23	8" DR-14 PVC Water Line By Open Cut	123	LF	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	10	10	0	0	63	0	0	0	0	0	0	0	10	10	0
24	24" Steel Casing by Open Cut	135	LF	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	20	50	0	0	0	0	0	0	0	0	0	25	0	0	0	0
25	24" Steel Casing by Bore	667	LF	0	0	0	0	0	0	0	0	0	0	0	0	35	0	0	0	0	0	0	0	200	130	0	0	75	0	110	0	0	0	0	0
26	2" CAV Assembly	3	EA	0	0	0	0	0	0	0	0	0	1	0	0	0	0	0	0	1	0	0	0	0	0	0	0	0	0	0	0	1	0	0	0
27	12" Gate Valve	47	EA	0	0	0	0	0	0	0	0	0	2	0	2	1	1	1	1	2	3	1	0	3	1	0	1	1	1	1	1	2	2	1	
28	8" Gate Valve	8	EA	0	0	0	0	0	0	0	0	0	0	0	1	0	0	0	0	0	1	1	0	0	0	0	0	0	0	0	0	1	1	0	
29	Temporary 8"Water Line Service	1	LS	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
30	Temporary FH Assemblies with Valve	1	LS	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
31	Fire Hydrant Assembly with Valve	33	EA	0	0	0	0	0	0	0	0	0	2	0	1	1	1	1	1	1	1	2	1	1	1	1	0	1	1	1	1	1	1	0	1
32	Connection to Existing Water Line	11	EA	0	0	0	0	0	0	0	0	0	1	0	0	0	0	0	0	0	1	1	0	0	1	0	0	0	0	0	0	0	1	1	0
33	Sodding	18700	SY	18700	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
34	Concrete Driveway Replacement (6" Thick)	102	SY	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
35	Concrete Pavement Replacement (6" Thick)	340	SY	0	0	0	0	0	0	0	0	0	0	0	30	30	0	0	0	63	0	0	0	0	0	0	0	0	0	0	0	37	27	0	0
36	6" Concrete Sidewalk/Shared Use Path	614	SY	0	0	0	0	0	0	0	0	0	0	43	232	196	108	35	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
37	Asphalt Driveway (2" Type D, 4" Type B)	32	SY	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
38	Gravel Driveway (6" Thick)	259	SY	0	0	0	0	0	0	0	0	0	0	27	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
39	1" Meter Replacement and Reconnection	14	EA	0	0	0	0	0	0	0	0	0	1	0	0	0	0	0	0	0	0	0	1	0	0	1	1	0	0	1	0	0	0	0	0
40	2" Meter Replacement and Reconnection	1	EA	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
41	Furnish and Install New 1" Service Line and Meter	1	EA	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1	0	0	0	0	0	0	0
42	Capital Improvement Sign	2	EA	2	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
43	Temporary Fencing	428	LF	428	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
44	Seeding	60600	SY	60600	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0

ITEM NO.	PRP22659 FM 1461 12" WATER LINE	UNIT	WL-23	WL-24	WL-25	WL-26	WL-27	WL-28	WL-29	WL-30	WL-31	WL-32	WL-33	WL-34	WL-35	WL-36	TOTAL
1	Mobilization (5%)	LS	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1
2	Trench Safety System	LF	0	0	0	0	0	0	0	0	0	0	0	0	0	0	13893
3	Site\ROW Preparation	LS	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1
4	Storm Water Pollution Prevention Plan and Implementation	LS	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1
5	Traffic Control (Including Arrow and Message Board As Needed)	LS	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1
6	Remove, Salvage, and Deliver Exist. Fire Hydrant	EA	0	0	0	0	0	0	0	0	0	0	0	0	0	0	22
7	Remove Existing Water Pipe (4" - 12")	LF	0	0	0	0	0	0	0	0	0	0	0	0	0	0	4940
8	Remove and Reset Irrigation Controller, Valve, Heads, and Pipe	LS	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1
9	Abandon and Grout Existing 12" Water Line	LF	0	0	0	0	0	0	0	0	0	0	0	0	0	0	8960
10	Abandon Existing Valve	EA	0	0	0	0	0	0	0	0	0	0	0	0	0	0	9
11	Remove Existing Valve	EA	0	0	0	0	0	0	0	0	0	0	0	0	0	0	15
12	Remove and Replace Wire Fence	LF	0	0	0	0	0	0	0	0	0	0	0	0	0	0	181
13	Remove and Replace Wooden Fence	LF	0	0	0	0	0	0	0	0	0	0	0	0	0	0	187
14	Remove, Store, and Reinstall Pipe Fence	LF	0	0	0	0	0	0	0	0	0	0	0	0	0	0	356
15	Remove, Salvage, and Reinstall Wrought Iron Fence	LF	0	0	0	0	0	0	0	0	0	0	0	0	0	0	60
16	Remove Concrete Driveway/Roadway/Sidewalk	SY	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1191
17	Remove Gravel Driveway	SY	0	0	0	0	0	0	0	0	0	0	0	0	0	0	390
18	Remove Asphalt Driveway	SY	0	0	0	0	0	0	0	0	0	0	0	0	0	0	45
19	Remove and Replace Stone Wall (3-5 ft)	LF	0	0	0	0	0	0	0	0	0	0	0	0	0	0	137
20	12" DR-18 PVC Water Line by Open Cut	LF	73	450	450	450	450	398	450	395	440	450	450	450	450	31	13770
21	12" DR-18 PVC Water Line (Carrier Pipe within Steel Encased Bore)	LF	0	0	0	0	0	52	0	55	10	0	0	0	0	0	667
22	12" DR-14 Fusible PVC Water Line by Directional Drilling	LF	377	0	0	0	0	0	0	0	0	0	0	0	0	0	1344
23	8" DR-14 PVC Water Line By Open Cut	LF	0	0	0	0	0	0	0	10	0	0	10	0	0	0	123
24	24" Steel Casing by Open Cut	LF	0	0	0	0	0	0	0	0	0	0	0	0	40	0	135
25	24" Steel Casing by Bore	LF	0	0	0	0	0	52	0	55	10	0	0	0	0	0	667
26	2" CAV Assembly	EA	0	0	0	0	0	0	0	0	0	0	0	0	0	0	3
27	12" Gate Valve	EA	1	2	1	2	1	1	1	2	1	2	2	1	2	0	47
28	8" Gate Valve	EA	0	0	0	0	0	0	0	1	0	1	1	0	0	0	8
29	Temporary 8"Water Line Service	LS	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1
30	Temporary FH Assemblies with Valve	LS	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1
31	Fire Hydrant Assembly with Valve	EA	1	0	1	1	1	1	1	1	0	1	1	1	2	0	33
32	Connection to Existing Water Line	EA	0	1	0	0	0	0	0	1	0	1	1	0	0	1	11
33	Sodding	SY	0	0	0	0	0	0	0	0	0	0	0	0	0	0	18700
34	Concrete Driveway Replacement (6" Thick)	SY	0	0	0	0	0	12	0	0	0	0	40	25	25	0	102
35	Concrete Pavement Replacement (6" Thick)	SY	0	129	0	0	0	0	0	0	24	0	0	0	0	0	340
36	6" Concrete Sidewalk/Shared Use Path	SY	0	0	0	0	0	0	0	0	0	0	0	0	0	0	614
37	Asphalt Driveway (2" Type D, 4" Type B)	SY	0	0	0	0	0	0	0	0	0	0	0	22	10	0	32
38	Gravel Driveway (6" Thick)	SY	0	0	0	20	0	0	0	0	0	0	0	212	0	0	259
39	1" Meter Replacement and Reconnection	EA	0	1	1	2	0	1	0	0	1	0	0	2	1	0	14
40	2" Meter Replacement and Reconnection	EA	0	0	0	0	0	0	0	1	0	0	0	0	0	0	1
41	Furnish and Install New 1" Service Line and Meter	EA	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1
42	Capital Improvement Sign	EA	0	0	0	0	0	0	0	0	0	0	0	0	0	0	2
43	Temporary Fencing	LF	0	0	0	0	0	0	0	0	0	0	0	0	0	0	428
44	Seeding	SY	0	0	0	0	0	0	0	0	0	0	0	0	0	0	60600

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Date: 6/13/2025
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FREESE AND NICHOLS, INC.
TEXAS REGISTERED ENGINEERING FIRM F-2144

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FREESE NICHOLS
6136 Frisco Square Blvd Suite 375
Frisco, TX 75034
Phone - (972) 624-9201
Web - www.freese.com

TOWN OF PROSPER, TEXAS

FM 1461 12" WATER LINE RELOCATION

GENERAL

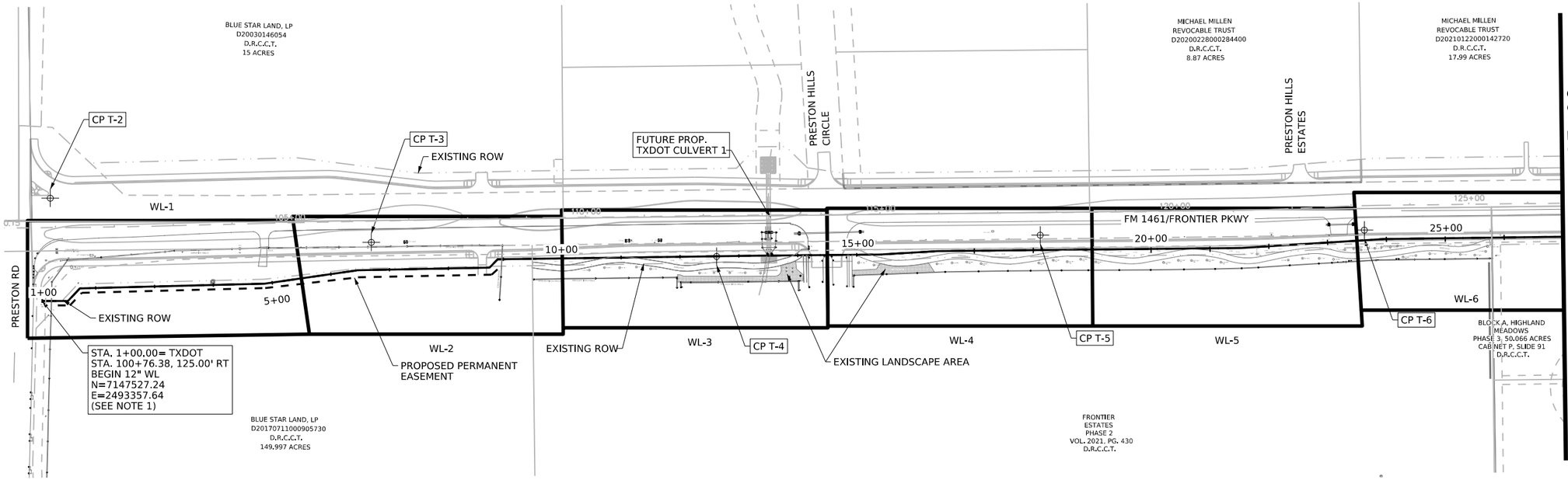
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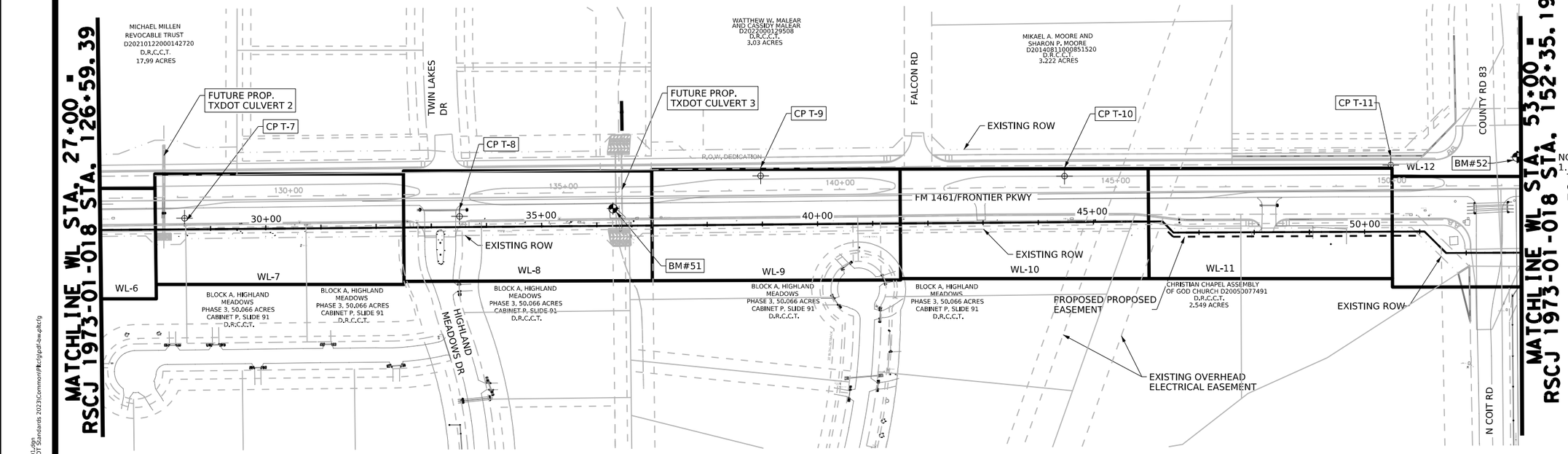
NO.	ISSUES	BY	DATE

PRP22659
DATE FEB 2025
DESIGNED BCF
DRAWN KLG
REVISED KLG
CHECKED ANC
FILE NAME cv-trf-gn-qty01.dgn

VERIFY SCALE Bar is one inch on original drawing. If not one inch on this sheet, adjust scale.
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SHEET
SEQ.





0 100' 200'
SCALE IN FEET

NOTES:
1. TXDOT PLANS REFERENCED ARE TITLED "FM 1461 SH 289 TO CO RD 123", CSJ 1392-03-12 DATED 02-21-2020.

CONTROL POINT TABLE				
POINT NO.	NORTHING	EASTING	ELEV	DESCRIPTION
T-2	7147701.88	2493371.36	730.04	1/2" IRON ROD WITH RED PLASTIC CAP
T-3	7147626.87	2493916.40	735.34	1/2" IRON ROD WITH RED PLASTIC CAP
T-4	7147603.01	2494502.68	720.73	1/2" IRON ROD WITH RED PLASTIC CAP
T-5	7147639.11	2495052.05	724.98	1/2" IRON ROD WITH RED PLASTIC CAP
T-6	7147647.65	2495602.35	732.62	1/2" IRON ROD WITH RED PLASTIC CAP
T-7	7147657.50	2496092.67	724.24	1/2" IRON ROD WITH RED PLASTIC CAP
T-8	7147660.86	2496590.95	726.47	1/2" IRON ROD WITH RED PLASTIC CAP
T-9	7147734.42	2497136.55	721.7	1/2" IRON ROD WITH RED PLASTIC CAP
T-10	7147733.78	2497687.32	725.25	1/2" IRON ROD WITH RED PLASTIC CAP
T-11	7147753.85	2498278.80	719.92	1/2" IRON ROD WITH RED PLASTIC CAP

BENCHMARK TABLE				
POINT NO.	NORTHING	EASTING	ELEV	DESCRIPTION
51	7147684.56	2496857.02	723.97	BOX CUT ON THE CENTER OF DRAINAGE HEADWALL ON THE SOUTH SIDE OF FM 1461 +/- 300' EAST OF HIGHLAND MEADOWS
52	7147756.65	2498507.31	715.73	BOX CUT ON THE CENTER OF DRAINAGE HEADWALL ON THE EAST SIDE OF COIT ROAD +/- 45' NORTH OF THE CENTERLINE OF

DATUM BASE NOTE:

COORDINATES AND BEARINGS SHOWN HEREON ARE STATE PLANE (NAD 83) FOR THE TEXAS NORTH CENTRAL ZONE.
ALL DISTANCES ARE SURFACE.
SURF SCALE FACTOR=1.00012

REFERENCE POINT: TOWN OF PROSPER MONUMENT NO. 3
N=7144010.803 E=2480701.977 ELEV=615.09
(GRID VALUES)

FREESE AND NICHOLS, INC.
TEXAS REGISTERED ENGINEERING FIRM F-2144

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FREESE NICHOLS
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Frisco, TX 75034
Phone - (972) 624-9201
Web - www.freesenc.com

TOWN OF PROSPER, TEXAS

FM 1461 WATER LINE RELOCATION

CIVIL

KEY MAP AND HORIZONTAL CONTROL PLAN

NO.	ISSUES	BY	DATE

KEN JOB NO. PRP22655
DATE JUNE 2025
DESIGNED BCF
DRAWN KLG
REVISED KLG
CHECKED ANC
FILE NAME cv-trt-ghc01.dgn

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SEQ.

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Model: HC1 - HC1
Project:
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MATCHLINE WL STA. 53+00 = RSCJ 1973-01-018 STA. 152+35.19

MATCHLINE WL STA. 79+00 = RSCJ 1973-01-018 STA. 178+18.19

MATCHLINE WL STA. 79+00 = RSCJ 1973-01-018 STA. 178+18.19

MATCHLINE WL STA. 105+00 = RSCJ 1973-01-018 STA. 203+99.21

FRONTIER RETAIL PARTNERS, LP
D20161221001731270
D.R.C.C.T.
10.372 ACRES

RANDY L. WHITE
D20220405000550300
D.R.C.C.T.
10.0 ACRES

R.L. WHITE LIVING TRUST
D20150706000823560
D.R.C.C.T.
134.44 ACRES

JIANMING HE AND CYNTHIA ZHENG
D20100610000588740
D.R.C.C.T.
20.0 ACRES

DA HOOD TRUST
D20060512000645050
D.R.C.C.T.
20.831 ACRES

TWELVE OAKS, PHASE 2
97.27 ACRES
BLOCK C, CAB. P, SL. 486
P.R.C.C.T.

BLOCK B
TWELVE OAKS
CAB. N, PAGE 755
P.R.C.C.T.

BLOCK C
GENTLE CREEK PHASE 2
CAB. K, SL. 476
P.R.C.C.T.

BLOCK A
GENTLE CREEK PH. 1
CAB. K, SL. 474
P.R.C.C.T.

BLOCK A
GENTLE CREEK ESTATES
PH ONE-REPLAT
CAB. M, SL. 24
P.R.C.C.T.

CP T-12
CP T-13
CP T-14
CP T-15
CP T-16
CP T-17
CP T-18
CP T-19
CP T-20
CP T-21
BM#53

EXISTING ROW
FUTURE PROP. TXDOT CULVERT 4
FUTURE PROP. TXDOT CULVERT 4A
FM 1461/FRONTIER PKWY
LILYANA LN
COUNTY RD 84
WINDING CREEK RD

PARCEL 4 (WHITE) TCE
PROPOSED TEMPORARY CONSTRUCTION EASEMENT
PARCEL 7 (ZUEHL) TCE
EXISTING LANDSCAPE EASEMENT
PRIVATE POND
LIMITS OF WILSON CREEK

WL-12 WL-13 WL-14 WL-15 WL-16 WL-17 WL-18 WL-19 WL-20 WL-21 WL-22 WL-23 WL-24

55+00 60+00 65+00 70+00 75+00 80+00 85+00 90+00 95+00 100+00 105

N

0 100' 200'
SCALE IN FEET

CONTROL POINT TABLE				
POINT NO.	NORTHING	EASTING	ELEV	DESCRIPTION
T-12	7147760.59	2498828.84	714.57	1/2" IRON ROD WITH RED PLASTIC CAP
T-13	7147745.58	2499391.45	713.02	1/2" IRON ROD WITH RED PLASTIC CAP
T-14	7147759.85	2499941.67	715.04	1/2" IRON ROD WITH RED PLASTIC CAP
T-15	7147762.34	2500491.73	715.96	1/2" IRON ROD WITH RED PLASTIC CAP
T-16	7147767.20	2501040.51	716.85	1/2" IRON ROD WITH RED PLASTIC CAP
T-17	7147758.22	2501490.46	722.41	1/2" IRON ROD WITH RED PLASTIC CAP
T-18	7147768.12	2501890.96	728.25	1/2" IRON ROD WITH RED PLASTIC CAP
T-19	7147690.38	2502348.03	719.98	1/2" IRON ROD WITH RED PLASTIC CAP
T-20	7147715.03	2502897.90	689.27	1/2" IRON ROD WITH RED PLASTIC CAP
T-21	7147798.64	2503402.24	675.45	1/2" IRON ROD WITH RED PLASTIC CAP

BENCHMARK TABLE				
POINT NO.	NORTHING	EASTING	ELEV	DESCRIPTION
53	7147853.27	2501886.98	729.17	BOX CUT ON BACK OF EAST CURB OF WELLS ROAD +/- 132' NORTH OF THE CENTERLINE

DATUM BASE NOTE:

COORDINATES AND BEARINGS SHOWN HEREON ARE STATE PLANE (NAD 83) FOR THE TEXAS NORTH CENTRAL ZONE.
ALL DISTANCES ARE SURFACE.
SURF SCALE FACTOR=1.00012

REFERENCE POINT: TOWN OF PROSPER MONUMENT NO. 3
N=7144010.803 E=2480701.977 ELEV=615.09
(GRID VALUES)

TEXAS REGISTERED ENGINEERING FIRM F-2144

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FREESE NICHOLS
6136 Frisco Square Blvd Suite 375
Frisco, TX 75034
Phone - (972) 624-9201
Web - www.freesenc.com

TOWN OF PROSPER, TEXAS
FM 1461 WATER LINE RELOCATION
CIVIL
KEY MAP AND HORIZONTAL CONTROL PLAN

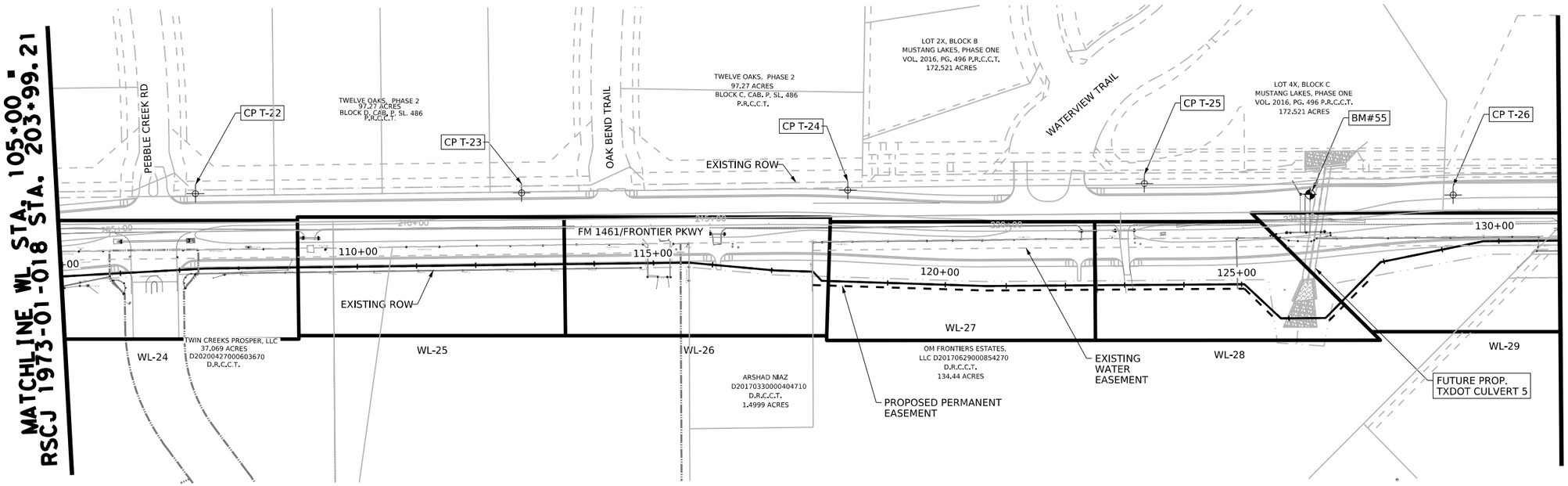
NO.	ISSUES	DATE	BY

FRN/JOB NO. PRP22655
DATE JUNE 2025
DESIGNED BCF
DRAWN KLG
REVISED KLG
CHECKED ANC
FILE NAME cv-ctrl-pl-hc02.dgn

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Project:
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CONTROL POINT TABLE				
POINT NO.	NORTHING	EASTING	ELEV	DESCRIPTION
T-22	7147800.01	2503909.41	682.23	1/2" IRON ROD WITH RED PLASTIC CAP
T-23	7147801.39	2504459.82	691.81	1/2" IRON ROD WITH RED PLASTIC CAP
T-24	7147816.02	2505010.21	703.08	1/2" IRON ROD WITH RED PLASTIC CAP
T-25	7147817.13	2505510.89	704.18	1/2" IRON ROD WITH RED PLASTIC CAP
T-26	7147797.95	2506031.98	698.31	1/2" IRON ROD WITH RED PLASTIC CAP
T-27	7147815.47	2506598.47	721.04	1/2" IRON ROD WITH RED PLASTIC CAP
T-28	7147817.32	2507124.52	732.52	1/2" IRON ROD WITH RED PLASTIC CAP
T-29	7147822.29	2507648.40	747.94	1/2" IRON ROD WITH RED PLASTIC CAP
T-30	7147814.16	2508151.28	743.73	1/2" IRON ROD WITH RED PLASTIC CAP
T-31	7147808.95	2508701.47	733.29	1/2" IRON ROD WITH RED PLASTIC CAP

BENCHMARK TABLE				
POINT NO.	NORTHING	EASTING	ELEV	DESCRIPTION
55	7147806.83	2505790.97	697.21	BOX CUT ON BACK OF EAST SIDE OF HEADWALL OF DRAINAGE STRUCTURE, 400' EAST OF WATERVIEW TRAIL, +/- 30' NORTH OF THE CENTERLINE OF FM 1461

DATUM BASE NOTE:

COORDINATES AND BEARINGS SHOWN HEREON ARE STATE PLANE (NAD 83) FOR THE TEXAS NORTH CENTRAL ZONE.
ALL DISTANCES ARE SURFACE.
SURF SCALE FACTOR=1.00012

REFERENCE POINT: TOWN OF PROSPER MONUMENT NO. 3
N=7144010.803 E=2480701.977 ELEV=615.09
(GRID VALUES)

NOT FOR CONSTRUCTION
THIS DOCUMENT IS RELEASED FOR THE PURPOSE OF INTERIM REVIEW UNDER THE AUTHORITY OF ANDREA L. ROSS, P.E. TEXAS NO. 111348 DATE: 6/13/2025 IT IS NOT TO BE USED FOR CONSTRUCTION, BIDDING OR PERMIT PURPOSES.

TEXAS REGISTERED ENGINEERING FIRM F-2144
FREESE AND NICHOLS, INC.
FREESE NICHOLS
6136 Frisco Square Blvd Suite 375
Frisco, TX 75034
Phone - (972) 624-9201
Web - www.freesenc.com

TOWN OF PROSPER, TEXAS
FM 1461 WATER LINE RELOCATION
CIVIL
KEY MAP AND HORIZONTAL CONTROL PLAN

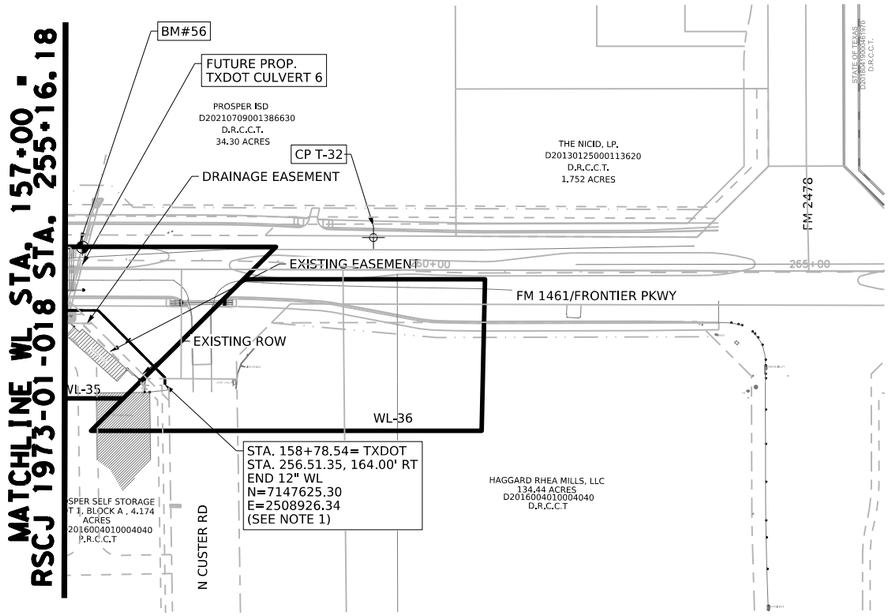
JOB NO.	PRP22655
DATE	JUNE 2025
DESIGNED	BCF
DRAWN	KLG
REVISED	KLG
CHECKED	ANC
FILE NAME	cv-ctrl-pl-hc03.dgn

NO.	BY	DATE	ISSUES

VERIFY SCALE Bar is one inch on original drawing. If not one inch on this sheet, adjust scale.
0 1"

SHEET
SEQ.
Page 44

MicroStation V8 User: 08180 Office:
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Plot Date: 6/13/2025
Model: HC1 - HC5
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CONTROL POINT TABLE				
POINT NO.	NORTHING	EASTING	ELEV	DESCRIPTION
T-32	7147820.77	2509201.52	745.31	1/2" IRON ROD WITH RED PLASTIC CAP

BENCHMARK TABLE				
POINT NO.	NORTHING	EASTING	ELEV	DESCRIPTION
56	7147811.69	2508817.39	731.80	BOX CUT ON EAST SIDE OF DRAINAGE HEADWALL +/- 150' WEST OF N CUSTER ROAD, +/- 30' NORTH OF THE CENTERLINE

DATUM BASE NOTE:

COORDINATES AND BEARINGS SHOWN HEREON
ARE STATE PLANE (NAD 83) FOR THE TEXAS
NORTH CENTRAL ZONE.
ALL DISTANCES ARE SURFACE.
SURF SCALE FACTOR=1.00012

REFERENCE POINT: TOWN OF PROSPER MONUMENT NO. 3
N=7144010.803 E=2480701.977 ELEV=615.09
(GRID VALUES)

N

0 100' 200'
SCALE IN FEET

NOTES:
1. TXDOT PLANS REFERENCED ARE TITLED "FM 1464 SH 289 TO CO RD 123", CSJ 1392-03-12 DATED 02-21-2020.

FREESE AND NICHOLS, INC.
TEXAS REGISTERED ENGINEERING FIRM F-2144

NOT FOR CONSTRUCTION
THIS DOCUMENT IS RELEASED FOR THE PURPOSE OF INTERIM REVIEW UNDER THE AUTHORITY OF ANDREW C. CLARK, P.E. TEXAS NO. 111348 DATE: 6/13/2025 IT IS NOT TO BE USED FOR CONSTRUCTION, BIDDING OR PERMIT PURPOSES.

FREESE NICHOLS
6136 Frisco Square Blvd Suite 375
Frisco, TX 75034
Phone - (972) 624-9201
Web - www.freese.com

TOWN OF PROSPER, TEXAS

FM 1461 WATER LINE RELOCATION

CIVIL

KEY MAP AND HORIZONTAL CONTROL PLAN

FAN JOB NO. PRP22655
DATE JUNE 2025
DESIGNED BCF
DRAWN KLG
REVISED
CHECKED ANC
FILE NAME cv-trt-pl-hc04.dgn

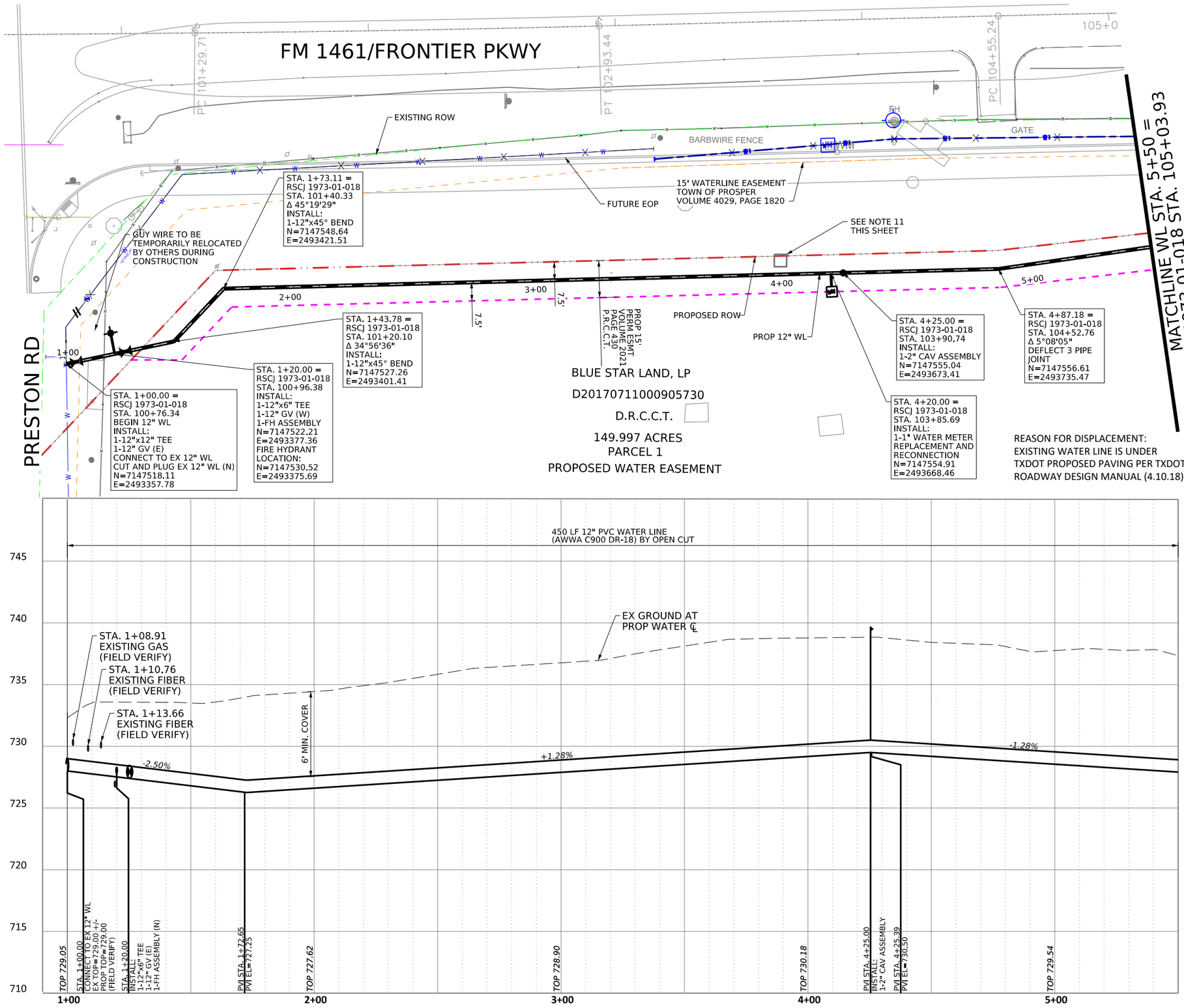
NO.	ISSUES	BY	DATE

VERIFY SCALE Bar is one inch on original drawing. If not one inch on this sheet, adjust scale.
0 1"

SHEET
SEQ.

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CAUTION!!!
EXISTING UNDERGROUND AND OVERHEAD UTILITIES IN THE AREA.
48 HOURS PRIOR TO CONSTRUCTION CONTACT
1-800-DIG-TESS

LEGEND:

- EXISTING 12" WATER LINE
- PROPOSED 12" WATER LINE
- PROPOSED TXDOT ROW
- EXISTING TXDOT ROW
- PROPOSED EASEMENT
- EXISTING EASEMENT
- ABANDONED WATERLINE

NOTES:

1. CONTRACTOR SHALL VERIFY LOCATION AND DEPTH OF ALL UTILITIES PRIOR TO BEGINNING OF CONSTRUCTION.
2. CONTRACTOR SHALL INSTALL AND MAINTAIN SERVICES FOR AREAS THAT THE EXISTING PIPELINE IS BEING REPLACED. WATER SERVICE IS TO BE MAINTAINED DURING CONSTRUCTION. SEE SPECIFICATION 01 35 00 FOR OUTAGE REQUIREMENTS. INSTALL 8" TEMPORARY WATER CONNECTIONS DURING CONSTRUCTION AT LOCATIONS BELOW:
   - -STA. 23+96.33- STA. 46+24.97
   - -STA. 80+35.22- STA. 88+46.66
   - -STA. 129+73.75 - STA. 134+90.89
   - -STA. 140+70.76 - STA. 154+38.71
3. WATER LINES MUST BE DISINFECTED IN ACCORDANCE WITH AWWA C651 PRIOR TO BEING IN SERVICE.
4. FIRE PROTECTION MUST BE MAINTAINED AT ALL TIMES DURING CONSTRUCTION FOR ALL SECTIONS OF PIPE TO BE INSTALLED BY REMOVE AND REPLACE.
5. UNLESS OTHERWISE NOTED, ALL 12" WATER SHALL BE AWWA C900 DR-18 (BLUE) AND ALL 8" WATER SHALL BE AWWA C900 DR-14 (BLUE).
6. PROPOSED GAS LINE LOCATIONS ARE STILL BEING FINALIZED BY COSERV.
7. EXISTING SERVICES AND FIRE PROTECTION MUST BE MAINTAINED DURING CONSTRUCTION.
8. CONTRACTOR SHALL MAINTAIN ACCESS TO ALL DRIVES AND CROSS STREETS THROUGHTOUT CONSTRUCTION BY CONSTRUCTING ONE HALF AT A TIME.
9. EXISTING 12" WATER SHOWN PER AS-BUILTS "12 INCH WATER LINE FROM CHANDLER CIRCLE TO WILSON CREEK" AND "CHRISTIE FARMS OFFSITE WATER".
10. BID ITEM 29 INCLUDES THE HYDRANT, ALL FITTINGS, 6" PVC PIPE, AND LEAD PIPE.
11. CONCRETE STEPS AND STORM SHELTER ARE TO REMAIN AND STEPS TO BE PROTECTED DURING CONSTRUCTION

Sheets	WL-1
Reimbursable Length of Existing Line (Btwn Ex. & Prop. ROW) to be replaced	480
Non-Reimbursable Length of Existing Line	0
Total Length of Existing Line	480

N

0 10' 20' 40'
HORIZONTAL SCALE
0 4' 8'
VERTICAL SCALE

TEXAS REGISTERED ENGINEERING FIRM F-2144

NOT FOR CONSTRUCTION
THIS DOCUMENT IS RELEASED FOR THE PURPOSE OF INTERIM REVIEW UNDER THE AUTHORITY OF BRANDON C. BOZZUTO, TEXAS NO. 111348 DATE: 9/17/2025 IT IS NOT TO BE USED FOR CONSTRUCTION, BIDDING OR PERMIT PURPOSES.

FREESE NICHOLS
6136 Frisco Square Blvd Suite 375
Frisco, TX 75034
Phone - (972) 624-9201
Web - www.freesnic.com

TOWN OF PROSPER, TEXAS

FM 1461 WATER LINE RELOCATION

CIVIL

FM 1461 WATERLINE PLAN & PROFILE BEGIN TO STA 5+50

F&N JOB NO. PRP22655
DATE SEP 2025
DESIGNED BCF
DRAWN KLG
REVISED
CHECKED ANC

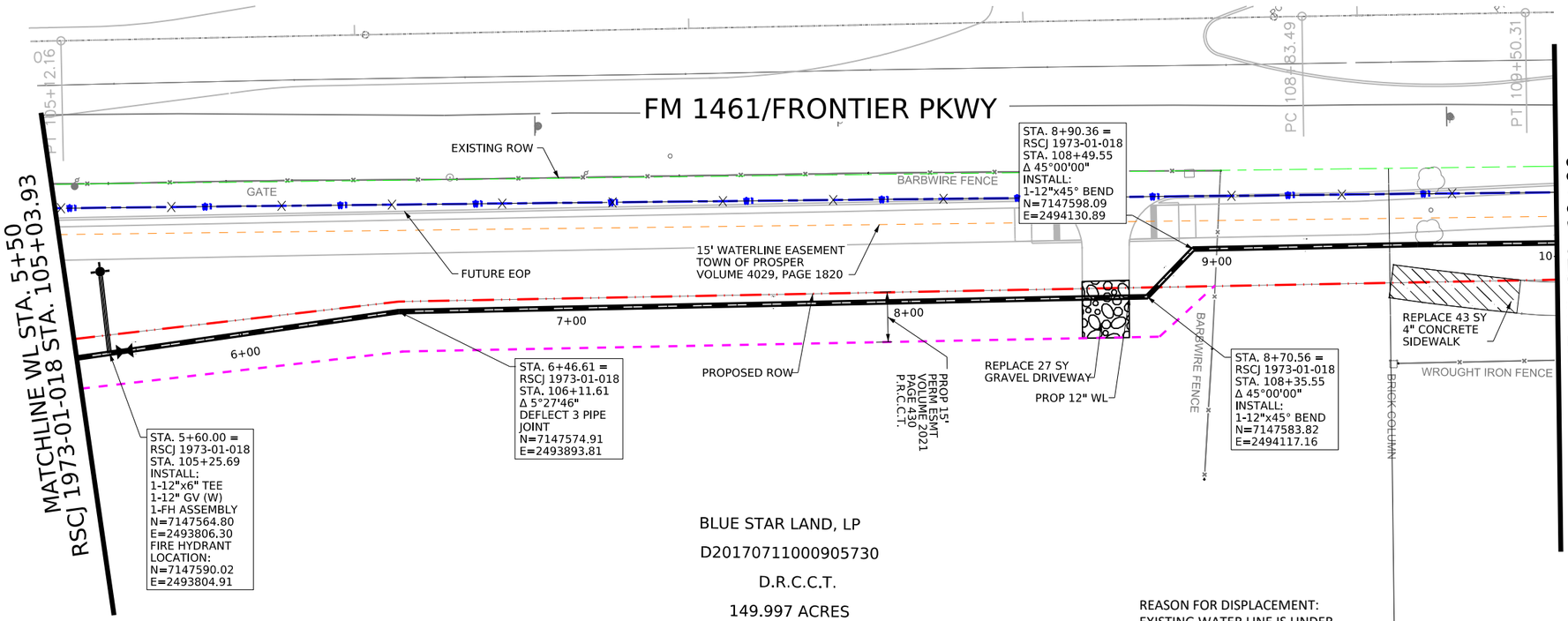
NO.	ISSUES	BY	DATE

FILE NAME 1461_WL - Plan 1.dgn

VERIFY SCALE Bar is one inch on original drawing. If not one inch on this sheet, adjust scale.
0 1"

SHEET
SEQ.

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Office: $ACCOUNT$ Date: 9/3/2026 User: 08180 File: N:\P\Drawings\TxDOT SUA Sheets\3. Demo + P&P\1461_WL - Plan 1.dgn



BLUE STAR LAND, LP

D20170711000905730

D.R.C.C.T.

149.997 ACRES
PARCEL 1
PROPOSED WATER EASEMENT

REASON FOR DISPLACEMENT:
EXISTING WATER LINE IS UNDER TXDOT PROPOSED PAVING PER TXDOT ROADWAY DESIGN MANUAL (4.10.18).

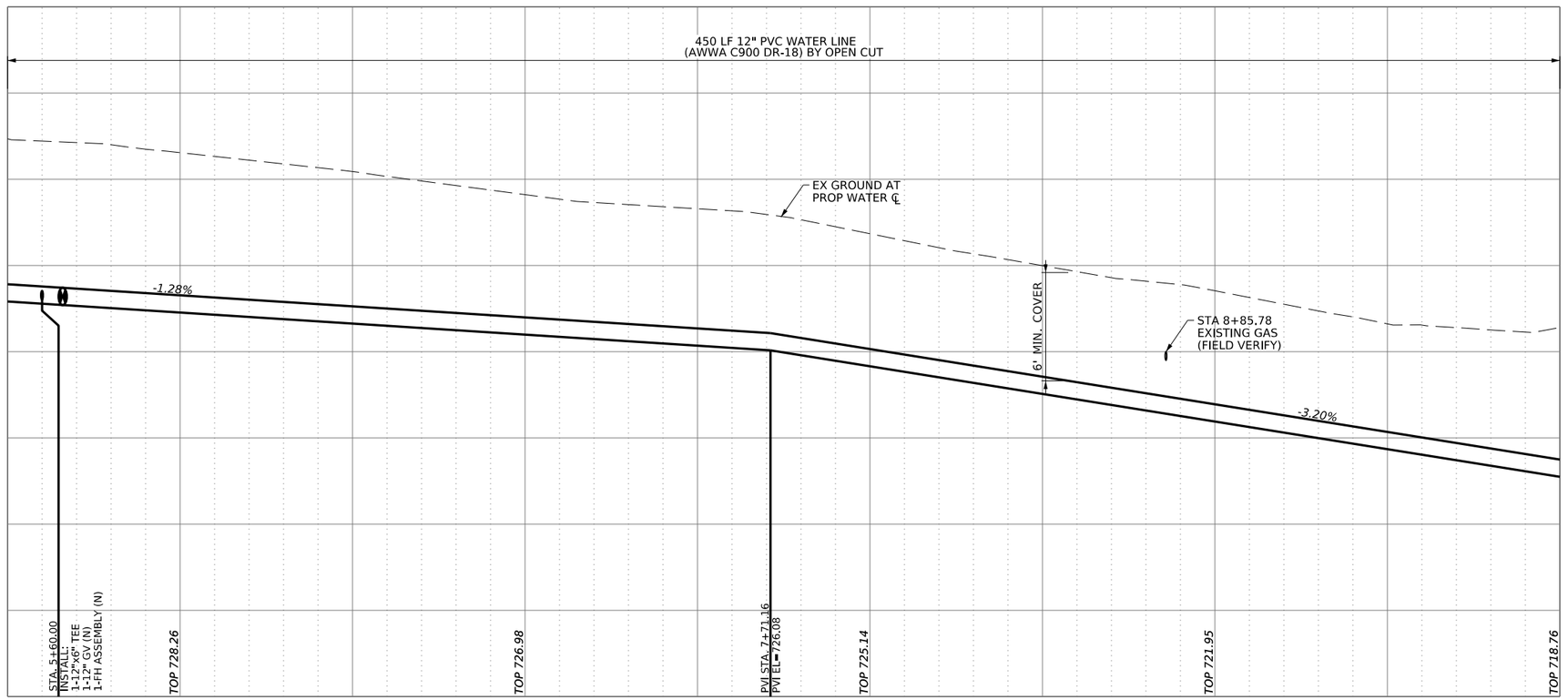
CAUTION!!!
EXISTING UNDERGROUND AND OVERHEAD UTILITIES IN THE AREA.
48 HOURS PRIOR TO CONSTRUCTION CONTACT
1-800-DIG-TESS

LEGEND:

- EXISTING 12" WATER LINE
- PROPOSED 12" WATER LINE
- PROPOSED TXDOT ROW
- EXISTING TXDOT ROW
- PROPOSED EASEMENT
- EXISTING EASEMENT
- ABANDONED WATERLINE

NOTES:

1. CONTRACTOR SHALL VERIFY LOCATION AND DEPTH OF ALL UTILITIES PRIOR TO BEGINNING OF CONSTRUCTION.
2. CONTRACTOR SHALL INSTALL AND MAINTAIN SERVICES FOR AREAS THAT THE EXISTING PIPELINE IS BEING REPLACED. WATER SERVICE IS TO BE MAINTAINED DURING CONSTRUCTION. SEE SPECIFICATION 01 35 00 FOR OUTAGE REQUIREMENTS. INSTALL 8" TEMPORARY WATER CONNECTIONS DURING CONSTRUCTION AT LOCATIONS BELOW:
   - -STA. 23+96.33- STA. 46+24.97
   - -STA. 80+35.22- STA. 88+46.66
   - -STA. 129+73.75 - STA. 134+90.89
   - -STA. 140+70.76 - STA. 154+38.71
3. WATER LINES MUST BE DISINFECTED IN ACCORDANCE WITH AWWA C651 PRIOR TO BEING IN SERVICE.
4. FIRE PROTECTION MUST BE MAINTAINED AT ALL TIMES DURING CONSTRUCTION FOR ALL SECTIONS OF PIPE TO BE INSTALLED BY REMOVE AND REPLACE.
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6. PROPOSED GAS LINE LOCATIONS ARE STILL BEING FINALIZED BY COSERV.
7. EXISTING SERVICES AND FIRE PROTECTION MUST BE MAINTAINED DURING CONSTRUCTION.
8. CONTRACTOR SHALL MAINTAIN ACCESS TO ALL DRIVES AND CROSS STREETS THROUGHTOUT CONSTRUCTION BY CONSTRUCTING ONE HALF AT A TIME.
9. EXISTING 12" WATER SHOWN PER AS-BUILTS "12 INCH WATER LINE FROM CHANDLER CIRCLE TO WILSON CREEK" AND "CHRISTIE FARMS OFFSITE WATER".
10. BID ITEM 29 INCLUDES THE HYDRANT, ALL FITTINGS, 6" PVC PIPE, AND LEAD PIPE.



Sheets	WL-2
Reimbursable Length of Existing Line (Btwn Ex. & Prop. ROW) to be replaced	450
Non-Reimbursable Length of Existing Line	0
Total Length of Existing Line	450

N

0 10' 20' 40'
HORIZONTAL SCALE
0 4' 8'
VERTICAL SCALE

TEXAS REGISTERED ENGINEERING FIRM F-2144
FREESE AND NICHOLS, INC.

NOT FOR CONSTRUCTION
THIS DOCUMENT IS RELEASED FOR THE PURPOSE OF INTERIM REVIEW UNDER THE AUTHORITY OF BRIAN K. CARLSON, P.E. TEXAS NO. 111348 DATE: 9/12/2025 IT IS NOT TO BE USED FOR CONSTRUCTION, BIDDING OR PERMIT PURPOSES.

FREESE NICHOLS
6136 Frisco Square Blvd Suite 375
Frisco, TX 75034
Phone - (972) 624-9201
Web - www.freesenc.com

TOWN OF PROSPER, TEXAS
FM 1461 WATER LINE RELOCATION
CIVIL
FM 1461 WATERLINE PLAN & PROFILE
STA 5+50 TO STA 10+00

F&M JOB NO.	PRP22655
DATE	SEP 2025
DESIGNED	BCF
DRAWN	KLG
REVISED	KLG
CHECKED	ANC

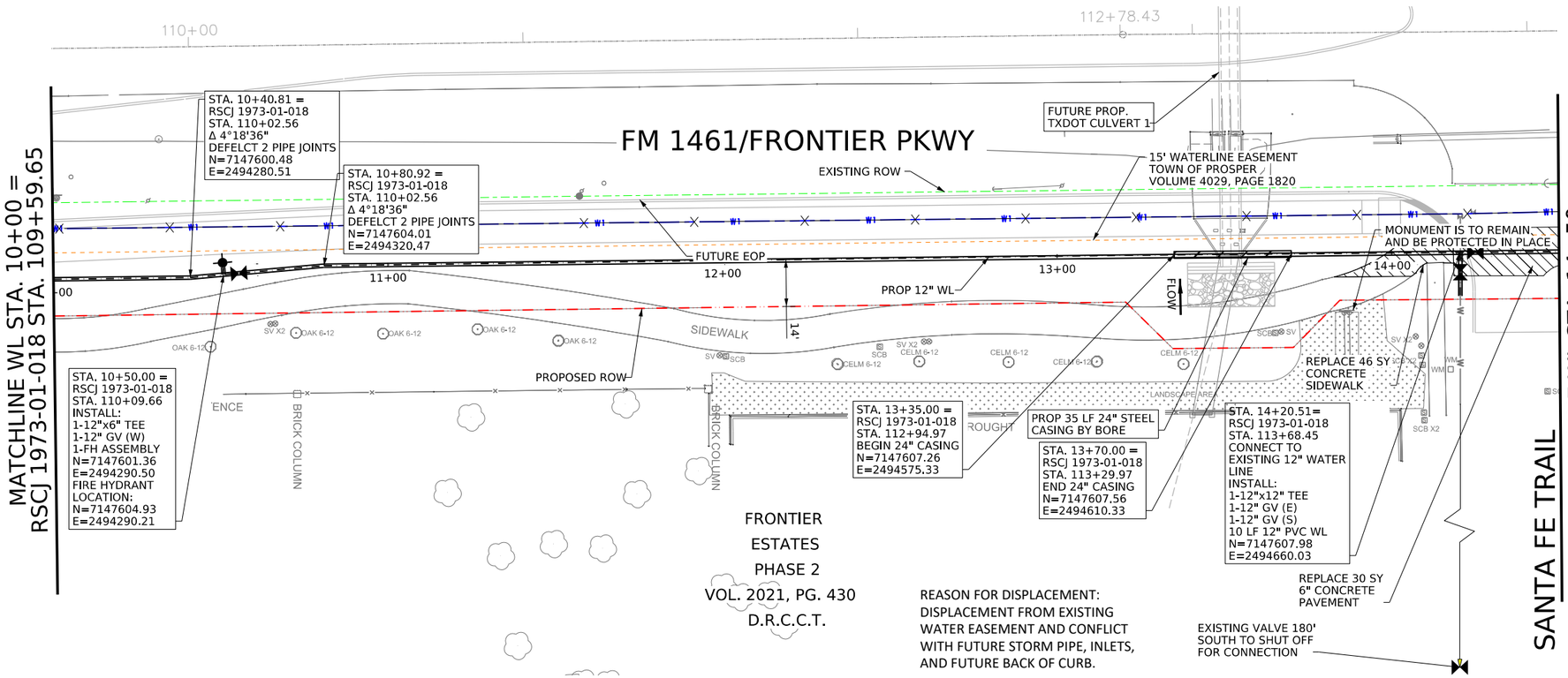
NO.	ISSUES	BY	DATE

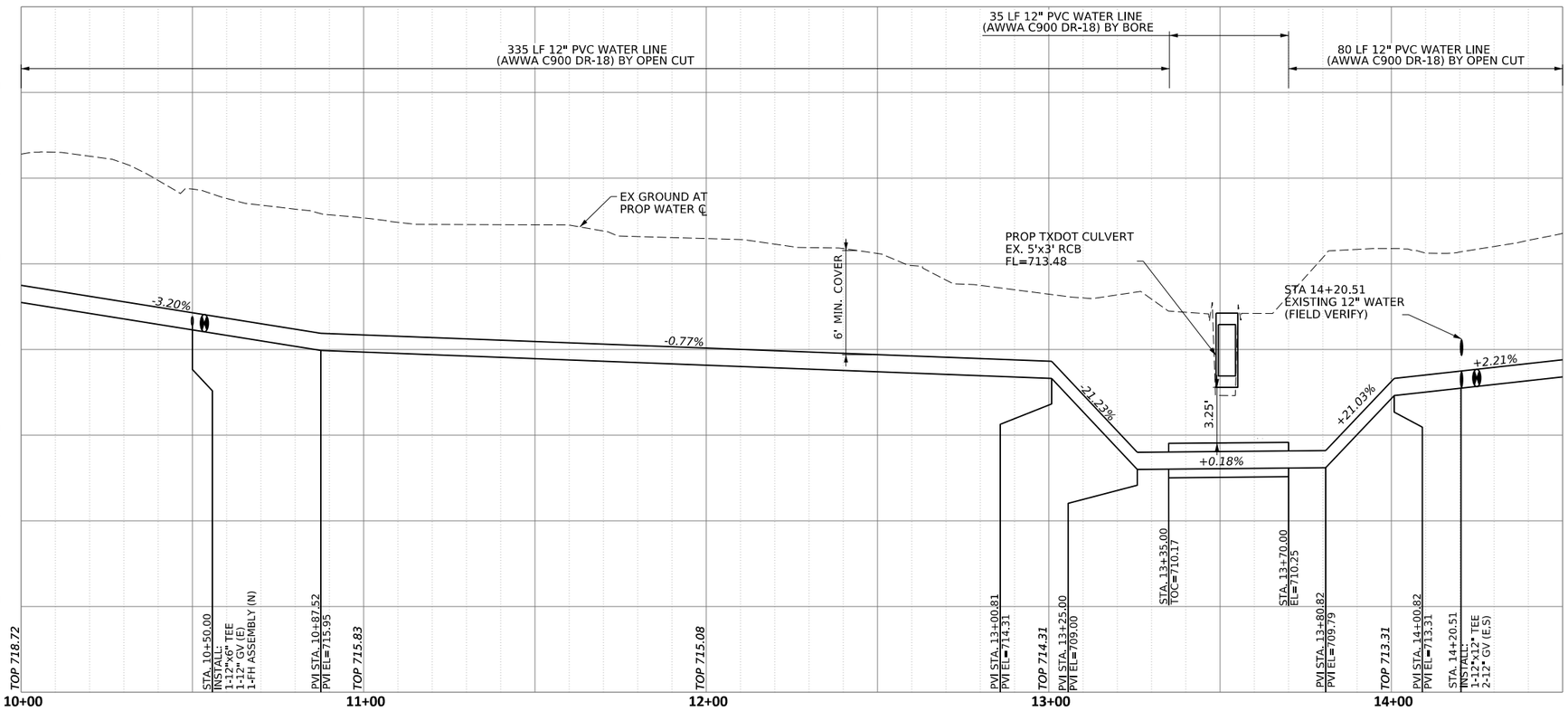
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VERIFY SCALE Bar is one inch on original drawing. If not one inch on this sheet, adjust scale.
0 1"

SHEET NO.
SEQ.

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CAUTION!!!
EXISTING UNDERGROUND AND OVERHEAD UTILITIES IN THE AREA. 48 HOURS PRIOR TO CONSTRUCTION CONTACT 1-800-DIG-TESS

LEGEND:

- EXISTING 12" WATER LINE
- PROPOSED 12" WATER LINE
- PROPOSED TXDOT ROW
- EXISTING TXDOT ROW
- PROPOSED EASEMENT
- EXISTING EASEMENT
- ABANDONED WATERLINE

NOTES:

1. CONTRACTOR SHALL VERIFY LOCATION AND DEPTH OF ALL UTILITIES PRIOR TO BEGINNING OF CONSTRUCTION.
2. CONTRACTOR SHALL INSTALL AND MAINTAIN SERVICES FOR AREAS THAT THE EXISTING PIPELINE IS BEING REPLACED. WATER SERVICE IS TO BE MAINTAINED DURING CONSTRUCTION. SEE SPECIFICATION 01 35 00 FOR OUTAGE REQUIREMENTS. INSTALL 8" TEMPORARY WATER CONNECTIONS DURING CONSTRUCTION AT LOCATIONS BELOW:
   - -STA. 23+96.33- STA. 46+24.97
   - -STA. 80+35.22- STA. 88+46.66
   - -STA. 129+73.75 - STA. 134+90.89
   - -STA. 140+70.76 - STA. 154+38.71
3. WATER LINES MUST BE DISINFECTED IN ACCORDANCE WITH AWWA C651 PRIOR TO BEING IN SERVICE.
4. FIRE PROTECTION MUST BE MAINTAINED AT ALL TIMES DURING CONSTRUCTION FOR ALL SECTIONS OF PIPE TO BE INSTALLED BY REMOVE AND REPLACE.
5. UNLESS OTHERWISE NOTED, ALL 12" WATER SHALL BE AWWA C900 DR-18 (BLUE) AND ALL 8" WATER SHALL BE AWWA C900 DR-14 (BLUE).
6. PROPOSED GAS LINE LOCATIONS ARE STILL BEING FINALIZED BY COSERV.
7. EXISTING SERVICES AND FIRE PROTECTION MUST BE MAINTAINED DURING CONSTRUCTION.
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9. EXISTING 12" WATER SHOWN PER AS-BUILTS "12 INCH WATER LINE FROM CHANDLER CIRCLE TO WILSON CREEK" AND "CHRISTIE FARMS OFFSITE WATER".
10. BID ITEM 29 INCLUDES THE HYDRANT, ALL FITTINGS, 6" PVC PIPE, AND LEAD PIPE.

Sheets	WL-3
Reimbursable Length of Existing Line (Btwn Ex. & Prop. ROW) to be replaced	450
Non-Reimbursable Length of Existing Line	0
Total Length of Existing Line	450

N

0 10' 20' 40'
HORIZONTAL SCALE
0 4' 8'
VERTICAL SCALE

FREESE AND NICHOLS, INC.
TEXAS REGISTERED ENGINEERING FIRM F-2144
6136 Frisco Square Blvd Suite 375
Frisco, TX 75034
Phone - (972) 624-9201
Web - www.freese.com

NOT FOR CONSTRUCTION

THIS DOCUMENT IS RELEASED FOR THE PURPOSE OF INTERIM REVIEW UNDER THE AUTHORITY OF KEVIN L. GOLDEN, P.E. TEXAS NO. 111348 DATE: 9/12/2025 IT IS NOT TO BE USED FOR CONSTRUCTION, BIDDING OR PERMIT PURPOSES.

TOWN OF PROSPER, TEXAS

FM 1461 WATER LINE RELOCATION

CIVIL

FM 1461 WATERLINE PLAN & PROFILE STA 10+00 TO STA 14+50

F&N JOB NO.	PRP22659
DATE	SEP 2025
DESIGNED	BCF
DRAWN	KLG
REVISED	KLG
CHECKED	ANC
FILE NAME	1461_WL - Plan 3.dgn

NO.	ISSUES	BY	DATE

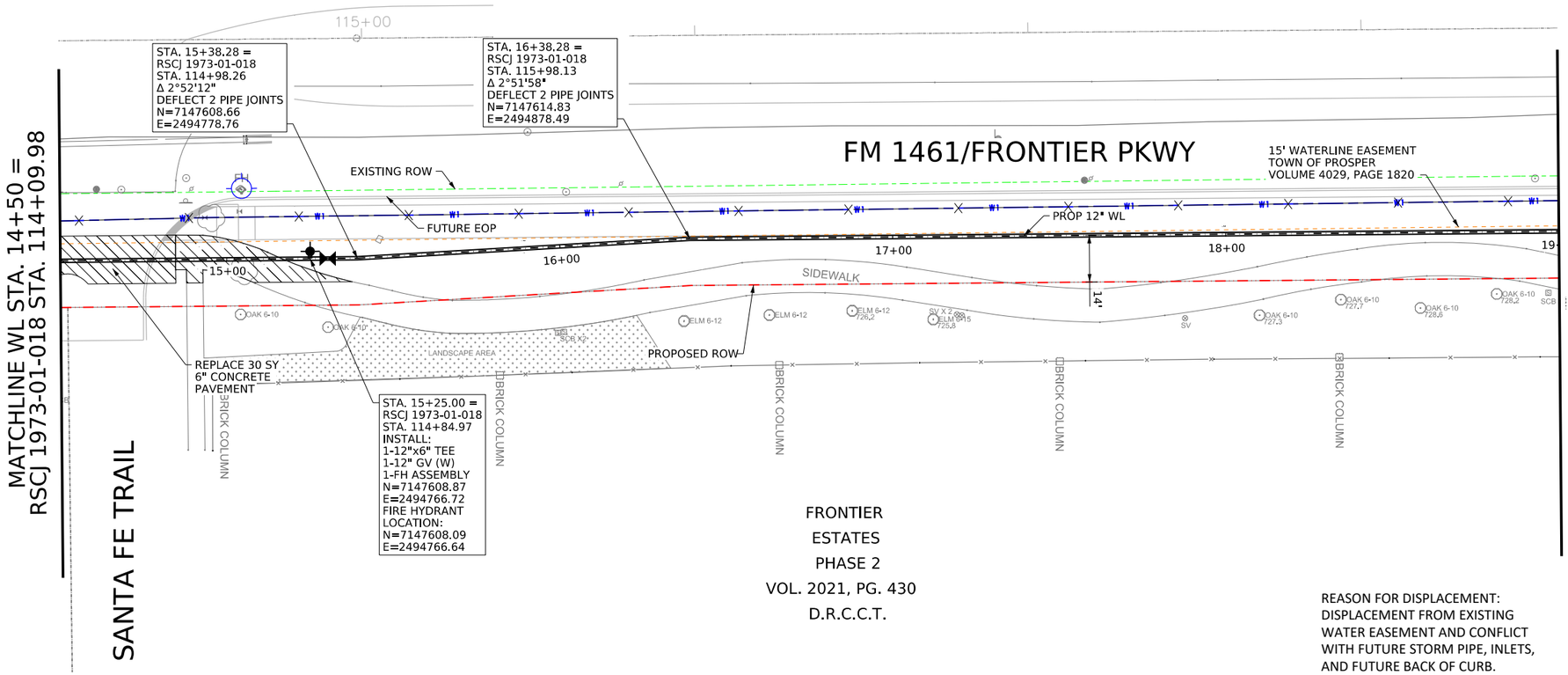
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VERIFY SCALE 0 1"

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FRONTIER
ESTATES
PHASE 2
VOL. 2021, PG. 430
D.R.C.C.T.

REASON FOR DISPLACEMENT:
DISPLACEMENT FROM EXISTING WATER EASEMENT AND CONFLICT WITH FUTURE STORM PIPE, INLETS, AND FUTURE BACK OF CURB.

MATCHLINE WL STA. 19+00 =
RSCJ 1973-01-018 STA. 118+59.84

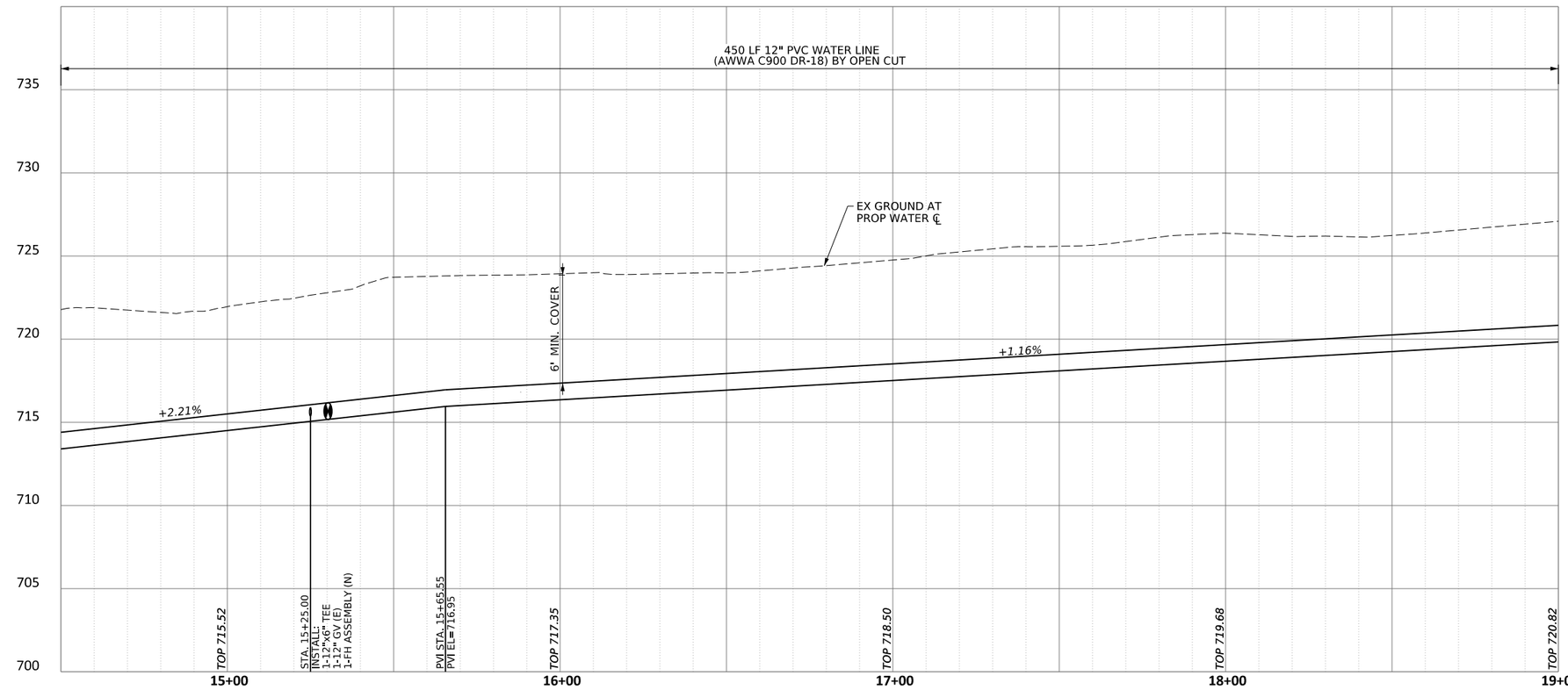
CAUTION!!!
EXISTING UNDERGROUND AND OVERHEAD UTILITIES IN THE AREA.
48 HOURS PRIOR TO CONSTRUCTION CONTACT 1-800-DIG-TESS

LEGEND:

- EXISTING 12" WATER LINE
- PROPOSED 12" WATER LINE
- PROPOSED TXDOT ROW
- EXISTING TXDOT ROW
- PROPOSED EASEMENT
- EXISTING EASEMENT
- ABANDONED WATERLINE

NOTES:

1. CONTRACTOR SHALL VERIFY LOCATION AND DEPTH OF ALL UTILITIES PRIOR TO BEGINNING OF CONSTRUCTION.
2. CONTRACTOR SHALL INSTALL AND MAINTAIN SERVICES FOR AREAS THAT THE EXISTING PIPELINE IS BEING REPLACED. WATER SERVICE IS TO BE MAINTAINED DURING CONSTRUCTION. SEE SPECIFICATION 01 35 00 FOR OUTAGE REQUIREMENTS. INSTALL 8" TEMPORARY WATER CONNECTIONS DURING CONSTRUCTION AT LOCATIONS BELOW:
   - -STA. 23+96.33- STA. 46+24.97
   - -STA. 80+35.22- STA. 88+46.66
   - -STA. 129+73.75 - STA. 134+90.89
   - -STA. 140+70.76 - STA. 154+38.71
3. WATER LINES MUST BE DISINFECTED IN ACCORDANCE WITH AWWA C651 PRIOR TO BEING IN SERVICE.
4. FIRE PROTECTION MUST BE MAINTAINED AT ALL TIMES DURING CONSTRUCTION FOR ALL SECTIONS OF PIPE TO BE INSTALLED BY REMOVE AND REPLACE.
5. UNLESS OTHERWISE NOTED, ALL 12" WATER SHALL BE AWWA C900 DR-18 (BLUE) AND ALL 8" WATER SHALL BE AWWA C900 DR-14 (BLUE).
6. PROPOSED GAS LINE LOCATIONS ARE STILL BEING FINALIZED BY COSERV.
7. EXISTING SERVICES AND FIRE PROTECTION MUST BE MAINTAINED DURING CONSTRUCTION.
8. CONTRACTOR SHALL MAINTAIN ACCESS TO ALL DRIVES AND CROSS STREETS THROUGHTOUT CONSTRUCTION BY CONSTRUCTING ONE HALF AT A TIME.
9. EXISTING 12" WATER SHOWN PER AS-BUILTS "12 INCH WATER LINE FROM CHANDLER CIRCLE TO WILSON CREEK" AND "CHRISTIE FARMS OFFSITE WATER".
10. BID ITEM 29 INCLUDES THE HYDRANT, ALL FITTINGS, 6" PVC PIPE, AND LEAD PIPE.



Sheets	WL-4
Reimbursable Length of Existing Line (Btwn Ex. & Prop. ROW) to be replaced	450
Non-Reimbursable Length of Existing Line	0
Total Length of Existing Line	450

N

0 10' 20' 40'
HORIZONTAL SCALE
0 4' 8'
VERTICAL SCALE

TEXAS REGISTERED ENGINEERING FIRM F-2144
FREESE AND NICHOLS, INC.

NOT FOR CONSTRUCTION

THIS DOCUMENT IS RELEASED FOR THE PURPOSE OF INTERIM REVIEW UNDER THE AUTHORITY OF KELLY L. GRAY, P.E. TEXAS NO. 111348 DATE: 9/12/2025 IT IS NOT TO BE USED FOR CONSTRUCTION, BIDDING OR PERMIT PURPOSES.

FREESE NICHOLS
6136 Frisco Square Blvd Suite 375
Frisco, TX 75034
Phone - (972) 624-9201
Web - www.freesenc.com

TOWN OF PROSPER, TEXAS

FM 1461 WATER LINE RELOCATION

CIVIL

FM 1461 WATERLINE PLAN & PROFILE STA 14+50 TO STA 19+00

F&N JOB NO.	PRP22655
DATE	SEP 2025
DESIGNED	BCF
DRAWN	KLG
REVISED	KLG
CHECKED	ANC

NO.	ISSUES	DATE	BY

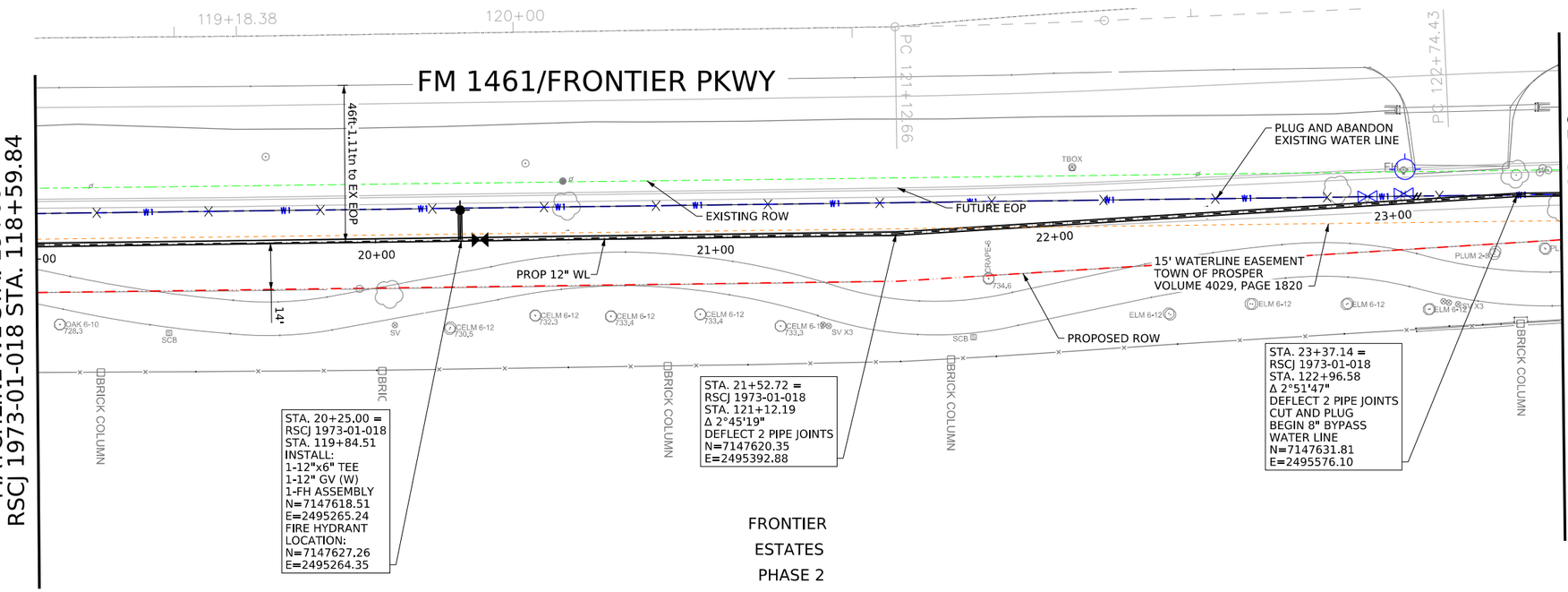
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VERIFY SCALE Bar is one inch on original drawing. If not one inch on this sheet, adjust scale.

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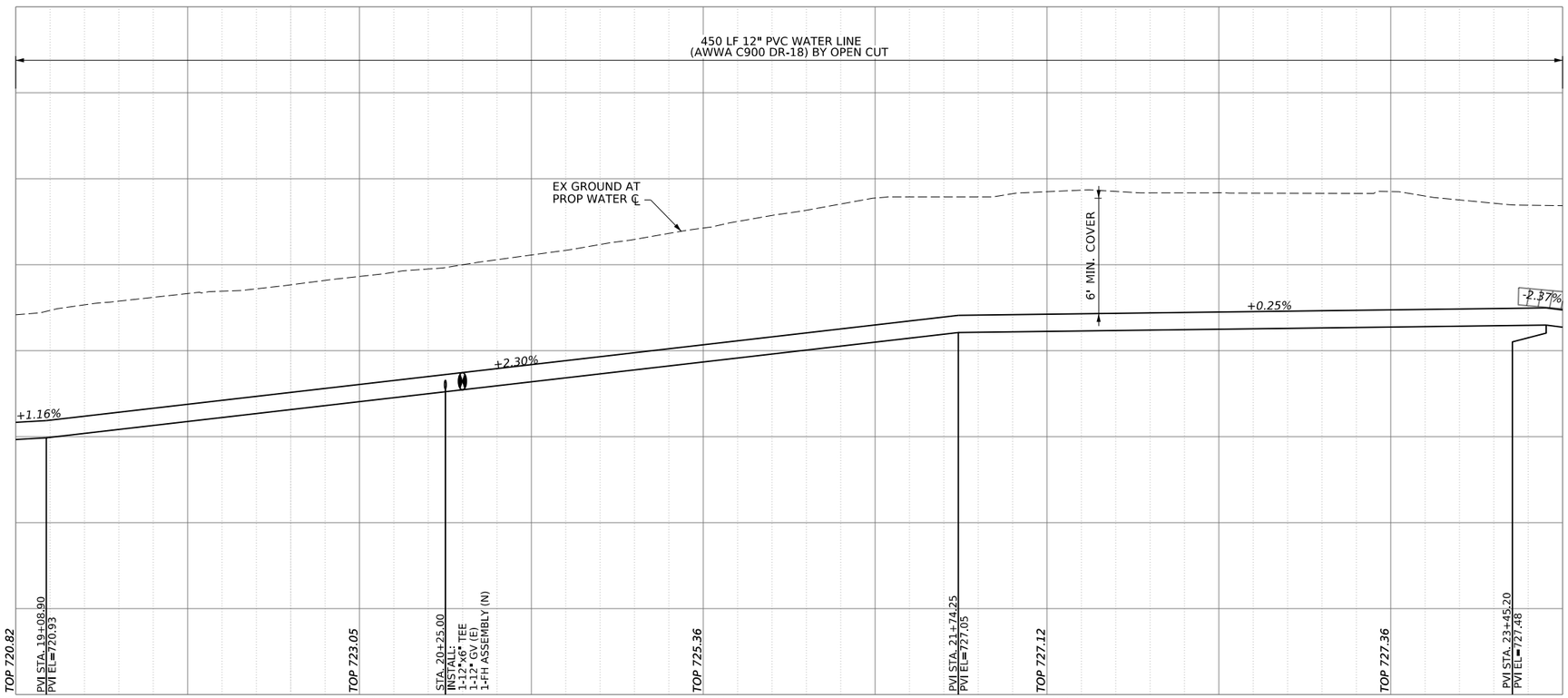
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FRONTIER
ESTATES
PHASE 2
VOL. 2021, PG. 430
D.R.C.C.T.

REASON FOR DISPLACEMENT:
DISPLACEMENT FROM EXISTING WATER EASEMENT AND CONFLICT WITH FUTURE STORM PIPE, INLETS, AND FUTURE BACK OF CURB.



CAUTION!!!
EXISTING UNDERGROUND AND OVERHEAD UTILITIES IN THE AREA.
48 HOURS PRIOR TO CONSTRUCTION CONTACT 1-800-DIG-TESS

LEGEND:

- EXISTING 12" WATER LINE
- PROPOSED 12" WATER LINE
- PROPOSED TXDOT ROW
- EXISTING TXDOT ROW
- PROPOSED EASEMENT
- EXISTING EASEMENT
- ABANDONED WATERLINE

NOTES:

1. CONTRACTOR SHALL VERIFY LOCATION AND DEPTH OF ALL UTILITIES PRIOR TO BEGINNING OF CONSTRUCTION.
2. CONTRACTOR SHALL INSTALL AND MAINTAIN SERVICES FOR AREAS THAT THE EXISTING PIPELINE IS BEING REPLACED. WATER SERVICE IS TO BE MAINTAINED DURING CONSTRUCTION. SEE SPECIFICATION 01 35 00 FOR OUTAGE REQUIREMENTS. INSTALL 8" TEMPORARY WATER CONNECTIONS DURING CONSTRUCTION AT LOCATIONS BELOW:
   - -STA. 23+96.33- STA. 46+24.97
   - -STA. 80+35.22- STA. 88+46.66
   - -STA. 129+73.75 - STA. 134+90.89
   - -STA. 140+70.76 - STA. 154+38.71
3. WATER LINES MUST BE DISINFECTED IN ACCORDANCE WITH AWWA C651 PRIOR TO BEING IN SERVICE.
4. FIRE PROTECTION MUST BE MAINTAINED AT ALL TIMES DURING CONSTRUCTION FOR ALL SECTIONS OF PIPE TO BE INSTALLED BY REMOVE AND REPLACE.
5. UNLESS OTHERWISE NOTED, ALL 12" WATER SHALL BE AWWA C900 DR-18 (BLUE) AND ALL 8" WATER SHALL BE AWWA C900 DR-14 (BLUE).
6. PROPOSED GAS LINE LOCATIONS ARE STILL BEING FINALIZED BY COSERV.
7. EXISTING SERVICES AND FIRE PROTECTION MUST BE MAINTAINED DURING CONSTRUCTION.
8. CONTRACTOR SHALL MAINTAIN ACCESS TO ALL DRIVES AND CROSS STREETS THROUGHTOUT CONSTRUCTION BY CONSTRUCTING ONE HALF AT A TIME.
9. EXISTING 12" WATER SHOWN PER AS-BUILTS "12 INCH WATER LINE FROM CHANDLER CIRCLE TO WILSON CREEK" AND "CHRISTIE FARMS OFFSITE WATER".
10. BID ITEM 29 INCLUDES THE HYDRANT, ALL FITTINGS, 6" PVC PIPE, AND LEAD PIPE.

Sheets	WL-5
Reimbursable Length of Existing Line (Btwn Ex. & Prop. ROW) to be replaced	450
Non-Reimbursable Length of Existing Line	0
TotalLength of Existing Line	450

N

0 10' 20' 40'
HORIZONTAL SCALE
0 4' 8'
VERTICAL SCALE

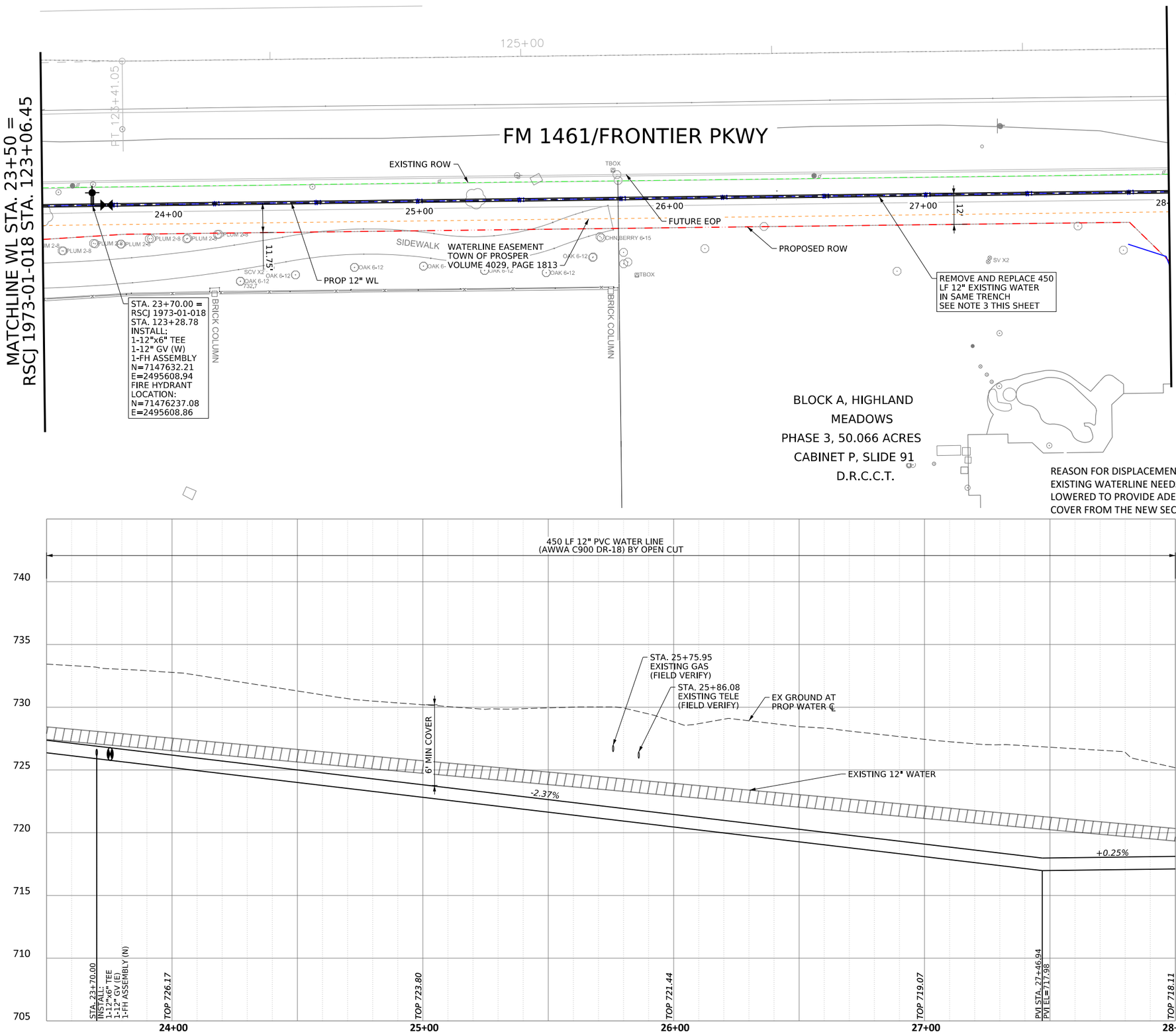
TEXAS REGISTERED ENGINEERING FIRM F-2144
FREESE AND NICHOLS, INC.
NOT FOR CONSTRUCTION
THIS DOCUMENT IS RELEASED FOR THE PURPOSE OF INTERIM REVIEW UNDER THE AUTHORITY OF BRIAN K. CARLSON, P.E. TEXAS NO. 111348 DATE: 9/12/2025 IT IS NOT TO BE USED FOR CONSTRUCTION, BIDDING OR PERMIT PURPOSES.

FREESE NICHOLS
6136 Frisco Square Blvd Suite 375
Frisco, TX 75034
Phone - (972) 624-9201
Web - www.freesenc.com

TOWN OF PROSPER, TEXAS
FM 1461 WATER LINE RELOCATION
CIVIL
FM 1461 WATERLINE PLAN & PROFILE
STA 19+00 TO STA 23+50

F&N JOB NO. PRP22659
DATE SEP 2025
DESIGNED BCF
DRAWN KLG
REVISED
CHECKED ANC
BY DATE
FILE NAME 1461_WL - Plan 5.dgn
NO. ISSUES
VERIFY SCALE Bar is one inch on original drawing. If not one inch on this sheet, adjust scale.
SHEET
SEQ.

MicroStation V8 User: 08180 Office:
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Workset: Default Standards: C:\Users\brian.carlson\Documents\Projects\2023\TxDOT\Microstation\Standards\Default.dgnlibdgnlibdgnlibd



CAUTION!!!
EXISTING UNDERGROUND AND OVERHEAD UTILITIES IN THE AREA.
48 HOURS PRIOR TO CONSTRUCTION CONTACT
1-800-DIG-TESS

LEGEND:

- EXISTING 12" WATER LINE
- PROPOSED 12" WATER LINE
- PROPOSED TXDOT ROW
- EXISTING TXDOT ROW
- PROPOSED EASEMENT
- EXISTING EASEMENT
- ABANDONED WATERLINE

NOTES:

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   - -STA. 140+70.76 - STA. 154+38.71
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4. FIRE PROTECTION MUST BE MAINTAINED AT ALL TIMES DURING CONSTRUCTION FOR ALL SECTIONS OF PIPE TO BE INSTALLED BY REMOVE AND REPLACE.
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10. BID ITEM 29 INCLUDES THE HYDRANT, ALL FITTINGS, 6" PVC PIPE, AND LEAD PIPE.

Sheets	WL-6
Reimbursable Length of Existing Line (Btwn Ex. & Prop. ROW) to be replaced	450
Non-Reimbursable Length of Existing Line	0
Total Length of Existing Line	450

N

0 10' 20' 40'
HORIZONTAL SCALE
0 4' 8'
VERTICAL SCALE

FREESE AND NICHOLS, INC.
TEXAS REGISTERED ENGINEERING FIRM F-2144
FREESE NICHOLS
6136 Frisco Square Blvd Suite 375
Frisco, TX 75034
Phone - (972) 624-9201
Web - www.freesnic.com

NOT FOR CONSTRUCTION
THIS DOCUMENT IS RELEASED FOR THE PURPOSE OF INTERIM REVIEW UNDER THE AUTHORITY OF ANN C. KITCHEN, PE TEXAS NO. 111348 DATE: 9/12/2025 IT IS NOT TO BE USED FOR CONSTRUCTION, BIDDING OR PERMIT PURPOSES.

TOWN OF PROSPER, TEXAS

FM 1461 WATER LINE RELOCATION

CIVIL

FM 1461 WATERLINE PLAN & PROFILE STA 23+50 TO STA 28+00

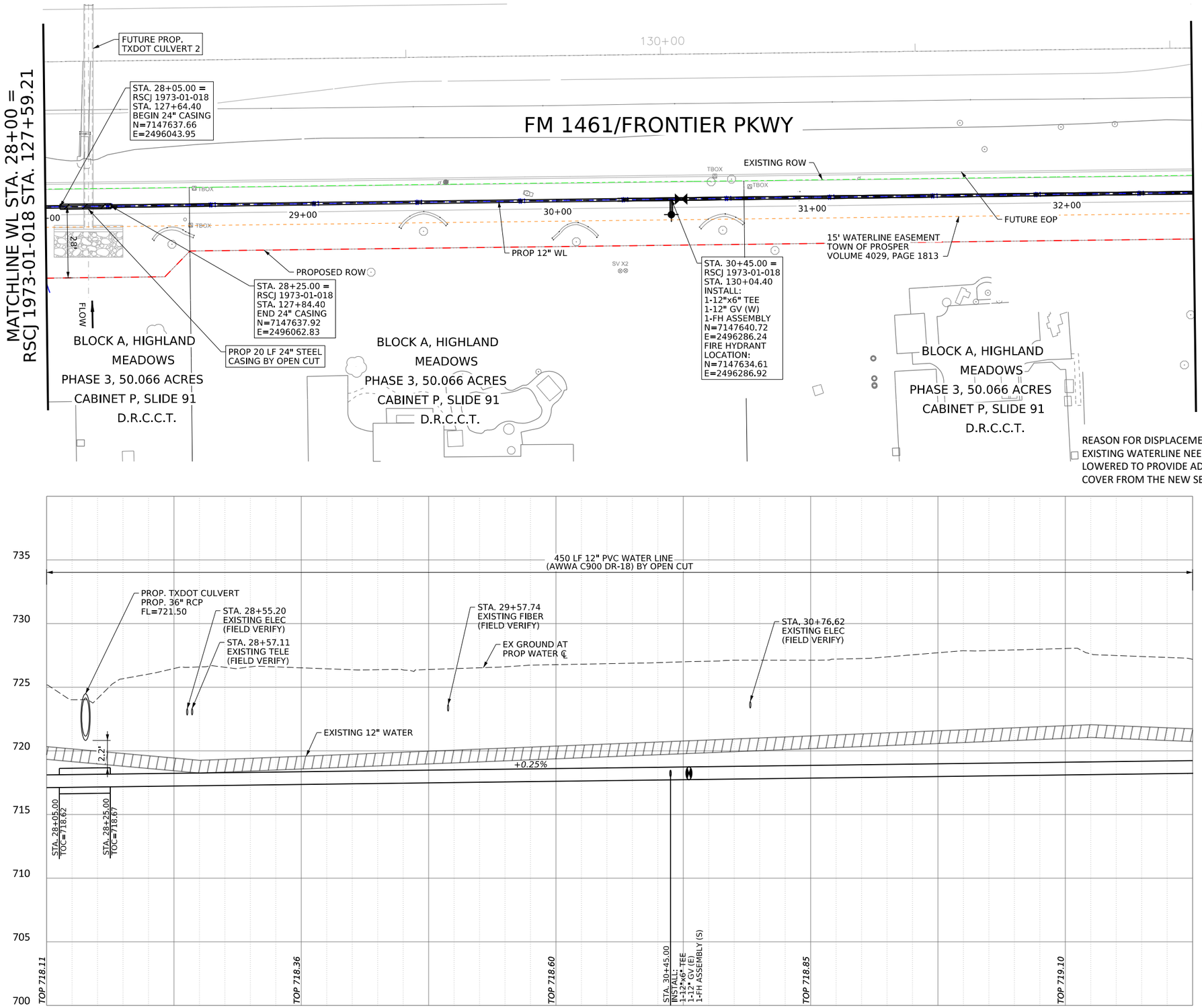
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DATE	SEP 2025
DESIGNED	BCF
DRAWN	KLG
REVISED	KLG
CHECKED	ANC
FILE NAME	1461_WL - Plan 6.dgn

NO.	ISSUES	BY	DATE

VERIFY SCALE Bar is one inch on original drawing. If not one inch on this sheet, adjust scale.
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SHEET
SEQ. 24

MicroStation V8 User: 08180 Office:
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Date: 9/12/2025 Projects
Office: $ACCOUNT$ Date:3/3/2026 User:08180 File: N:\#Drawings\TxDOT SUA Sheets\3. Demo + P&P\1461_WL - Plan 6.dgn



REASON FOR DISPLACEMENT:
EXISTING WATERLINE NEEDS TO BE LOWERED TO PROVIDE ADEQUATE COVER FROM THE NEW SECTION.

CAUTION!!!
EXISTING UNDERGROUND AND OVERHEAD UTILITIES IN THE AREA.
48 HOURS PRIOR TO CONSTRUCTION CONTACT 1-800-DIG-TESS

LEGEND:

- EXISTING 12" WATER LINE
- PROPOSED 12" WATER LINE
- PROPOSED TXDOT ROW
- EXISTING TXDOT ROW
- PROPOSED EASEMENT
- EXISTING EASEMENT
- ABANDONED WATERLINE

NOTES:

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   - -STA. 80+35.22- STA. 88+46.66
   - -STA. 129+73.75 - STA. 134+90.89
   - -STA. 140+70.76 - STA. 154+38.71
3. WATER LINES MUST BE DISINFECTED IN ACCORDANCE WITH AWWA C651 PRIOR TO BEING IN SERVICE.
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10. BID ITEM 29 INCLUDES THE HYDRANT, ALL FITTINGS, 6" PVC PIPE, AND LEAD PIPE.

Sheets	WL-7
Reimbursable Length of Existing Line (Btwn Ex. & Prop. ROW) to be replaced	450
Non-Reimbursable Length of Existing Line	0
Total Length of Existing Line	450

N

0 10' 20' 40'
HORIZONTAL SCALE
0 4' 8'
VERTICAL SCALE

TEXAS REGISTERED ENGINEERING FIRM F-2144
FREESE AND NICHOLS, INC.
NOT FOR CONSTRUCTION
THIS DOCUMENT IS RELEASED FOR THE PURPOSE OF INTERIM REVIEW UNDER THE AUTHORITY OF JAMES C. KOLKHORST, P.E. TEXAS NO. 111348 DATE: 9/12/2025 IT IS NOT TO BE USED FOR CONSTRUCTION, BIDDING OR PERMIT PURPOSES.

FREESE NICHOLS
6136 Frisco Square Blvd Suite 375
Frisco, TX 75034
Phone - (972) 624-9201
Web - www.freesenc.com

TOWN OF PROSPER, TEXAS

FM 1461 WATER LINE RELOCATION

CIVIL

FM 1461 WATERLINE PLAN & PROFILE STA 28+00 TO STA 32+50

F&N JOB NO.	PRP22659
DATE	SEP 2025
DESIGNED	BCF
DRAWN	KLG
REVISED	KLG
CHECKED	ANC

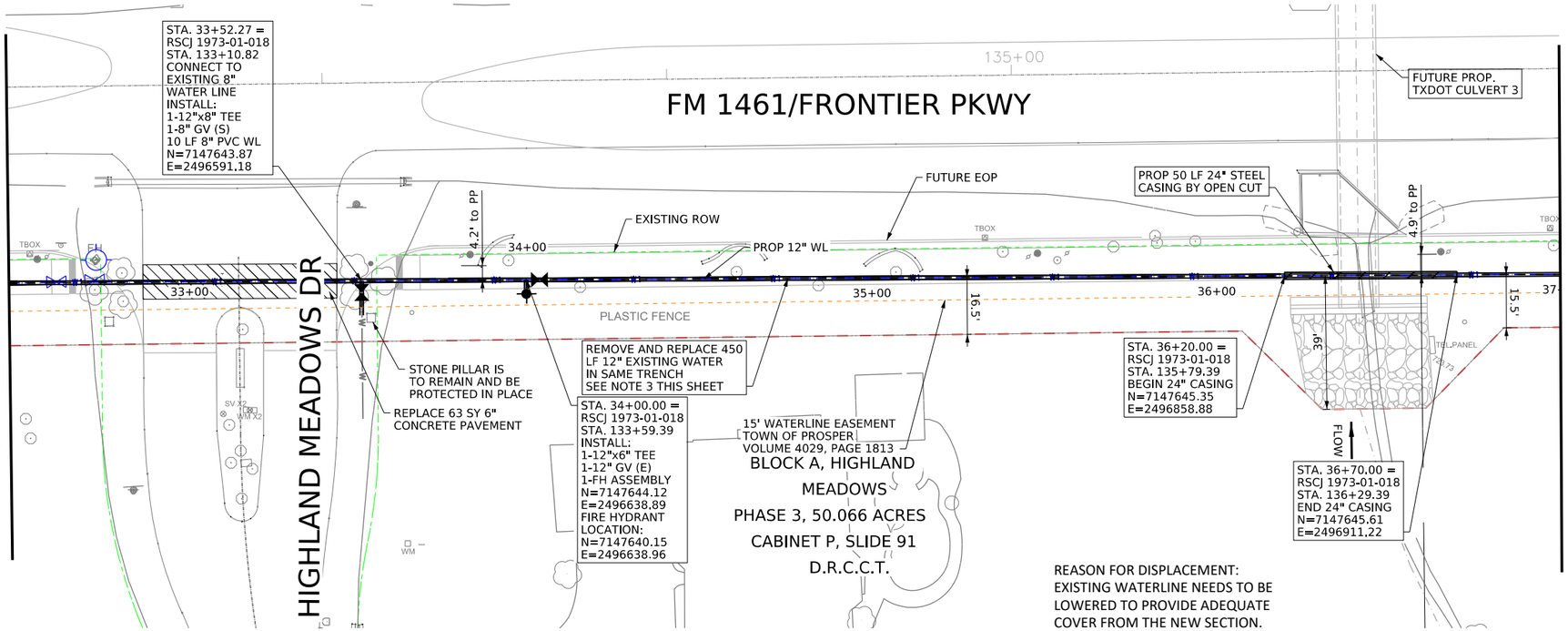
NO.	ISSUES	BY	DATE

FILE NAME: 1461_WL - Plan 7.dgn

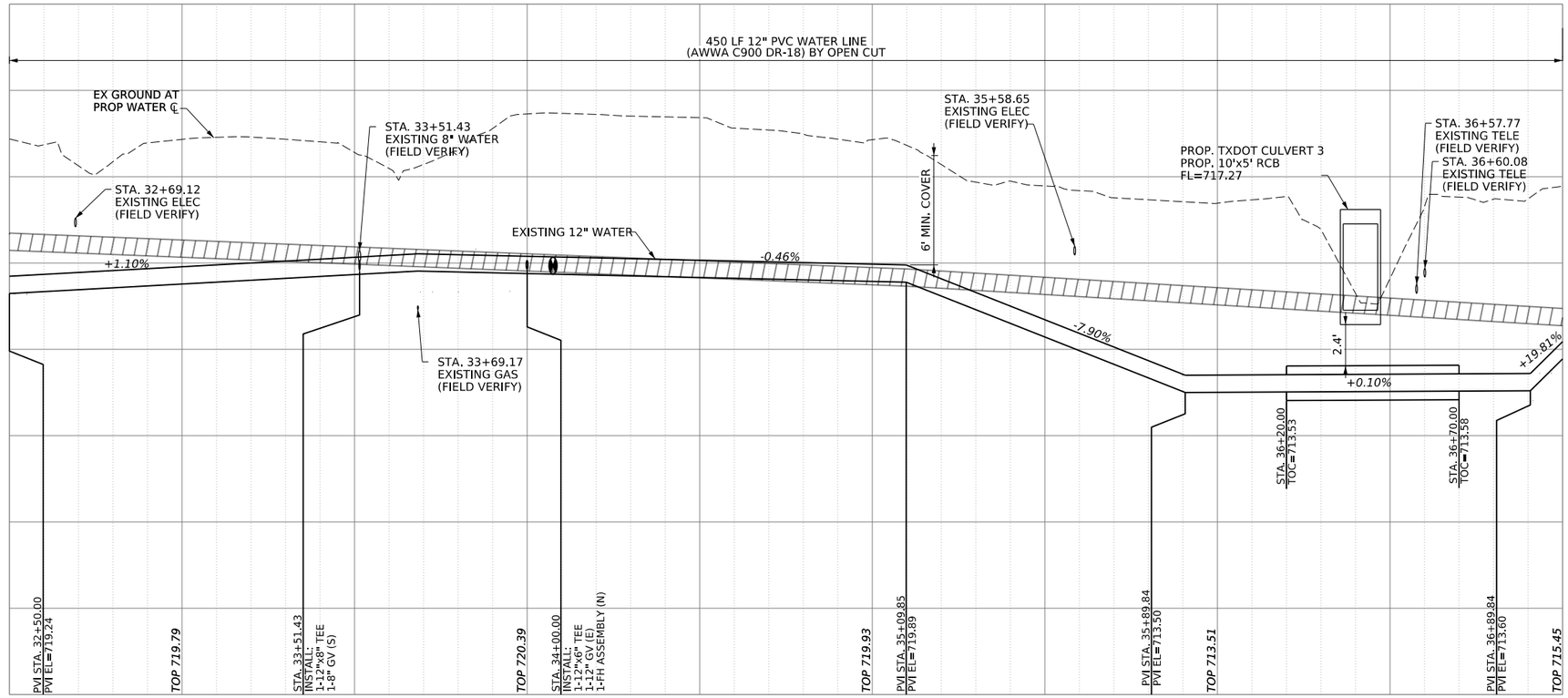
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VERIFY SCALE 0

SHEET
SEQ.

MicroStation V8 User: 08180 Office:
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Model: 1461_WL - Plan 7
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REASON FOR DISPLACEMENT:
EXISTING WATERLINE NEEDS TO BE LOWERED TO PROVIDE ADEQUATE COVER FROM THE NEW SECTION. CONFLICT WITH FUTURE STORM CULVERT.



CAUTION!!!
EXISTING UNDERGROUND AND OVERHEAD UTILITIES IN THE AREA.
48 HOURS PRIOR TO CONSTRUCTION CONTACT
1-800-DIG-TESS

LEGEND:

- EXISTING 12" WATER LINE
- PROPOSED 12" WATER LINE
- PROPOSED TXDOT ROW
- EXISTING TXDOT ROW
- PROPOSED EASEMENT
- EXISTING EASEMENT
- ABANDONED WATERLINE

NOTES:

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   - -STA. 129+73.75 - STA. 134+90.89
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10. BID ITEM 29 INCLUDES THE HYDRANT, ALL FITTINGS, 6" PVC PIPE, AND LEAD PIPE.

Sheets	WL-8
Reimbursable Length of Existing Line (Btwn Ex. & Prop. ROW) to be replaced	450
Non-Reimbursable Length of Existing Line	0
Total Length of Existing Line	450

N

0 10' 20' 40'
HORIZONTAL SCALE
0 4' 8'
VERTICAL SCALE

TEXAS REGISTERED ENGINEERING FIRM F-2144
FREESE AND NICHOLS, INC.
NOT FOR CONSTRUCTION
THIS DOCUMENT IS RELEASED FOR THE PURPOSE OF INTERIM REVIEW UNDER THE AUTHORITY OF KEVIN L. KLOZ, P.E. TEXAS NO. 111348 DATE: 9/12/2025
IT IS NOT TO BE USED FOR CONSTRUCTION, BIDDING OR PERMIT PURPOSES.

FREESE NICHOLS
6136 Frisco Square Blvd Suite 375
Frisco, TX 75034
Phone - (972) 624-9201
Web - www.freesnic.com

TOWN OF PROSPER, TEXAS

FM 1461 WATER LINE RELOCATION

CIVIL

FM 1461 WATERLINE PLAN & PROFILE
STA 32+50 TO STA 37+00

F&N JOB NO.	PRP22659
DATE	SEP 2025
DESIGNED	BCF
DRAWN	KLG
REVISED	KLG
CHECKED	ANC
FILE NAME	1461_WL - Plan 8.dgn

NO.	ISSUES	BY	DATE

VERIFY SCALE Bar is one inch on original drawing. If not one inch on this sheet, adjust scale.

SHEET
SEQ. 26

MicroStation V8 User: 08180 Office:
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Office: $ACCOUNT$ Date:2/3/2026 User:08180 File:N:\P\Drawings\TxDOT SUA Sheets\3. Demo + P&P\1461_WL - Plan 8.dgn

MATCHLINE WL STA. 37+00 = RSCJ 1973-01-018 STA. 136+59.38

MATCHLINE WL STA. 41+50 = RSCJ 1973-01-018 STA. 141+09.79

FM 1461/FRONTIER PKWY

FUTURE EOP

EXISTING ROW

STA. 41+20.00 = RSCJ 1973-01-018 STA. 140+79.38 INSTALL: 1-12"x6" TEE 1-12" GV (E) 1-FH ASSEMBLY N=7147648.02 E=2497358.87 FIRE HYDRANT LOCATION: N=7147644.73 E=2497358.87

STA. 37+40.00 = RSCJ 1973-01-018 STA. 136+99.38 INSTALL: 1-12"x6" TEE 1-12" GV (S) 1-FH ASSEMBLY N=7147645.99 E=2496978.88 FIRE HYDRANT LOCATION: N=7147643.94 E=2496978.87

REMOVE AND REPLACE 450 LF 12" EXISTING WATER IN SAME TRENCH SEE NOTE 3 THIS SHEET

PROP 12" WL

PROPOSED ROW

15' WATERLINE EASEMENT TOWN OF PROSPER VOLUME 4029, PAGE 1813

STA. 41+09.19 = RSCJ 1973-01-018 STA. 140+67.72 CONNECT TO EXISTING 8" WATER LINE INSTALL: 1-12"x8" TEE 1-8" GV (S) 10 LF 8" PVC WL N=7147647.96 E=2497348.07

PLASTIC FENCE

BLOCK A, HIGHLAND MEADOWS PHASE 3, 50.066 ACRES CABINET P, SLIDE 91 D.R.C.C.T.

EXISTING VALVE 153' SOUTH TO SHUT OFF FOR CONNECTION

41' ACCESS, UTILITY & DRAINAGE EASEMENT CABINET P, PAGE 91 P.R.C.C.T.

REASON FOR DISPLACEMENT: EXISTING WATERLINE NEEDS TO BE LOWERED TO PROVIDE ADEQUATE COVER FROM THE NEW SECTION.

450 LF 12" PVC WATER LINE (AWWA C900 DR-18) BY OPEN CUT

EX GROUND AT PROP WATER ℄

6' MIN. COVER

EXISTING 12" WATER

STA. 40+78.26 EXISTING ELEC (FIELD VERIFY)

STA. 41+09.19 EXISTING WATER (FIELD VERIFY)

+29.81%

+0.10%

+0.65%

TOP 715.61

PVI STA. 37+09.22
PVI EL=717.27

STA. 37+40.00
INSTALL:
1-12"x6" TEE
1-12" GV (E)
1-FH ASSEMBLY (S)

TOP 717.36

TOP 717.46

TOP 717.56

PVI STA. 40+83.20
PVI EL=717.65

TOP 717.76

STA. 41+09.19
INSTALL:
1-12"x8" TEE
1-8" GV (S)

STA. 41+20.00
INSTALL:
1-12"x6" TEE
1-12" GV (E)
1-FH ASSEMBLY (S)

730 725 720 715 710 705 700 695

37+00 38+00 39+00 40+00 41+00

CAUTION!!!
EXISTING UNDERGROUND AND OVERHEAD UTILITIES IN THE AREA.
48 HOURS PRIOR TO CONSTRUCTION CONTACT 1-800-DIG-TESS

LEGEND:

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- PROPOSED 12" WATER LINE
- PROPOSED TXDOT ROW
- EXISTING TXDOT ROW
- PROPOSED EASEMENT
- EXISTING EASEMENT
- ABANDONED WATERLINE

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Sheets	WL-9
Reimbursable Length of Existing Line (Btwn Ex. & Prop. ROW) to be replaced	450
Non-Reimbursable Length of Existing Line	0
Total Length of Existing Line	450

N

0 10' 20' 40' HORIZONTAL SCALE

0 4' 8' VERTICAL SCALE

TEXAS REGISTERED ENGINEERING FIRM F-2144

NOT FOR CONSTRUCTION

THIS DOCUMENT IS RELEASED FOR THE PURPOSE OF INTERIM REVIEW UNDER THE AUTHORITY OF ANDREW C. MATZ, P.E. TEXAS NO. 111348 DATE: 9/12/2025 IT IS NOT TO BE USED FOR CONSTRUCTION, BIDDING OR PERMIT PURPOSES.

FREESE NICHOLS
6136 Frisco Square Blvd Suite 375
Frisco, TX 75034
Phone - (972) 624-9201
Web - www.freesenichols.com

TOWN OF PROSPER, TEXAS

FM 1461 WATER LINE RELOCATION

CIVIL

FM 1461 WATERLINE PLAN & PROFILE
STA 37+00 TO STA 41+50

F&N JOB NO. PRP22659
DATE SEP 2025
DESIGNED BCF
DRAWN KLG
REVISED KLG
CHECKED ANC
FILE NAME 1461 WL - Plan 9.dgn

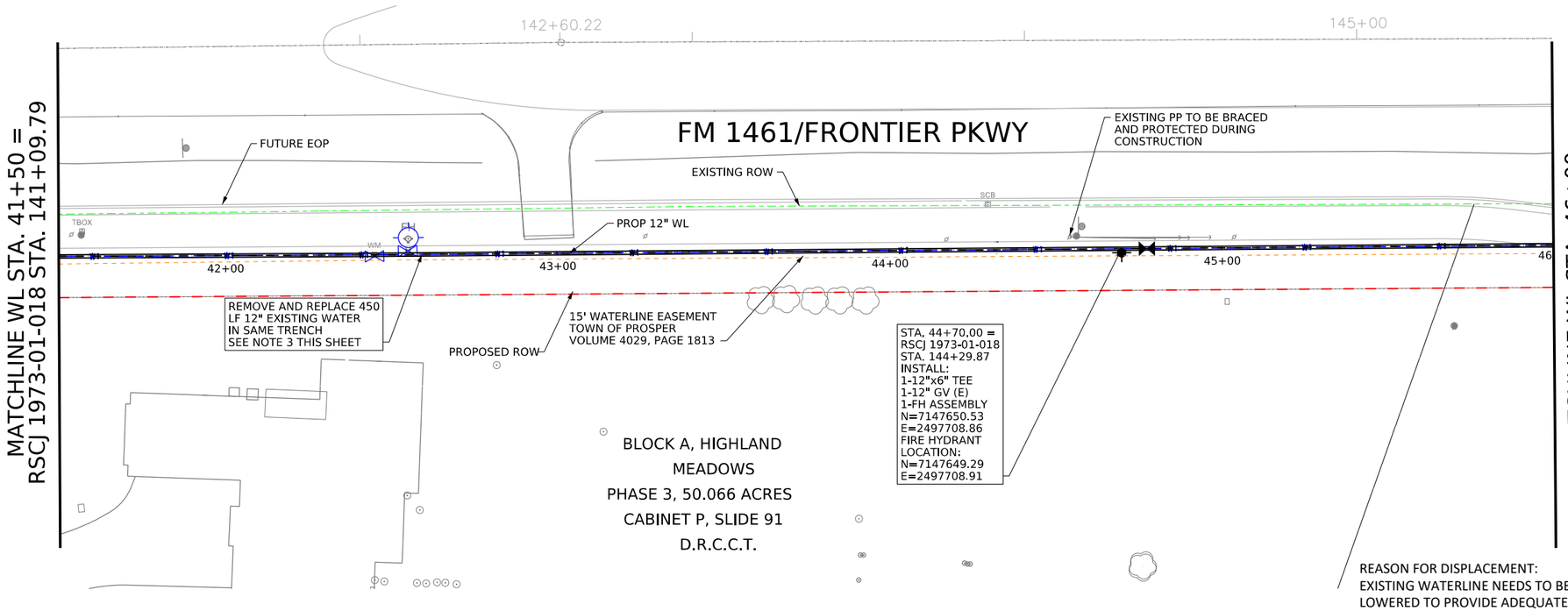
BY DATE NO. ISSUES

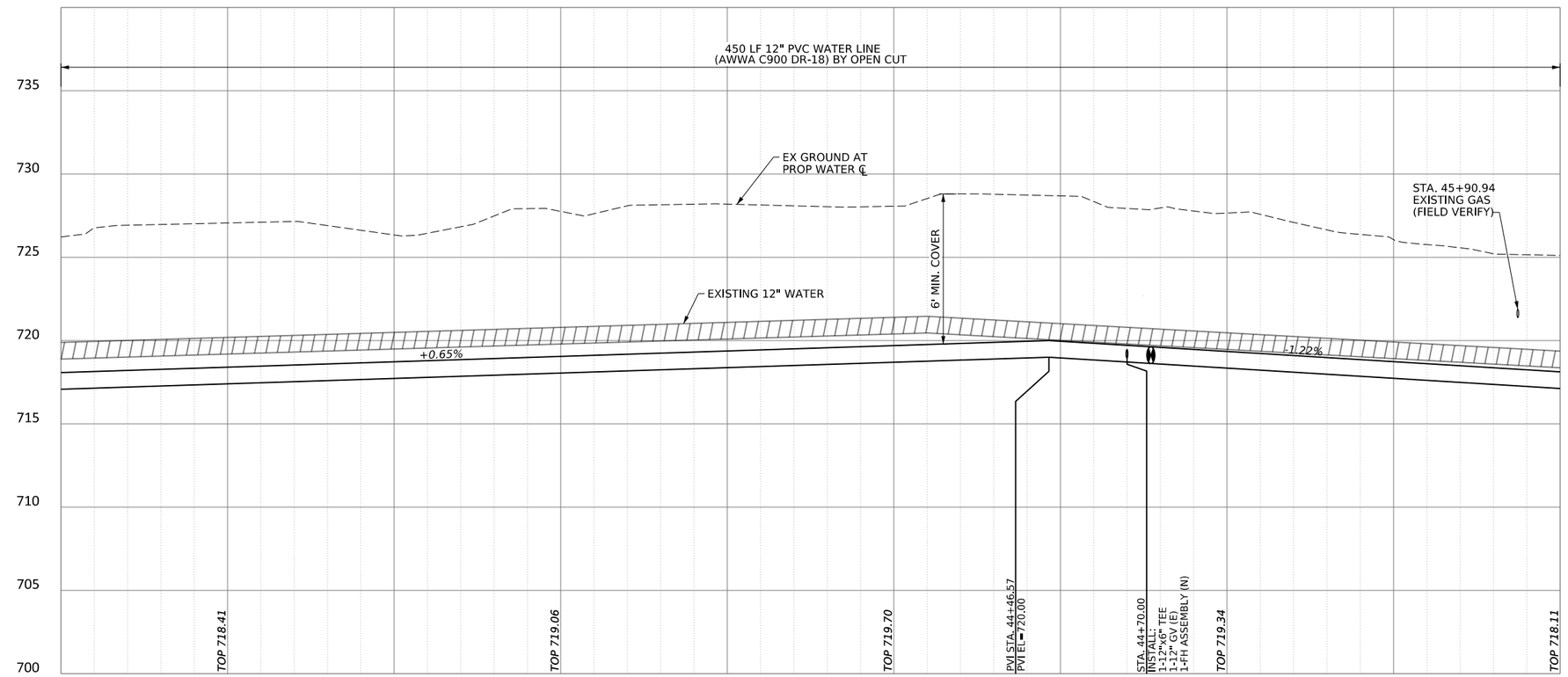
VERIFY SCALE Bar is one inch on original drawing. If not one inch on this sheet, adjust scale.

SHEET

SEQ.

MicroStation V8 User: 08180 Office:
$ACCOUNT$ N:\#Drawings\TxDOT SUA Sheets\3. Demo + P&P\1461_WL - Plan 9.dgn
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;LOGO1149=ROSS;LOGO1150=ROSS;LO





CAUTION!!!
EXISTING UNDERGROUND AND OVERHEAD UTILITIES IN THE AREA.
48 HOURS PRIOR TO
CONSTRUCTION CONTACT
1-800-DIG-TESS

LEGEND:

- EXISTING 12" WATER LINE
- PROPOSED 12" WATER LINE
- PROPOSED TXDOT ROW
- EXISTING TXDOT ROW
- PROPOSED EASEMENT
- EXISTING EASEMENT
- ABANDONED WATERLINE

NOTES:

1. CONTRACTOR SHALL VERIFY LOCATION AND DEPTH OF ALL UTILITIES PRIOR TO BEGINNING OF CONSTRUCTION.
2. CONTRACTOR SHALL INSTALL AND MAINTAIN SERVICES FOR AREAS THAT THE EXISTING PIPELINE IS BEING REPLACED. WATER SERVICE IS TO BE MAINTAINED DURING CONSTRUCTION. SEE SPECIFICATION 01 35 00 FOR OUTAGE REQUIREMENTS. INSTALL 8" TEMPORARY WATER CONNECTIONS DURING CONSTRUCTION AT LOCATIONS BELOW:
   - -STA. 23+96.33- STA. 46+24.97
   - -STA. 80+35.22- STA. 88+46.66
   - -STA. 129+73.75 - STA. 134+90.89
   - -STA. 140+70.76 - STA. 154+38.71
3. WATER LINES MUST BE DISINFECTED IN ACCORDANCE WITH AWWA C651 PRIOR TO BEING IN SERVICE.
4. FIRE PROTECTION MUST BE MAINTAINED AT ALL TIMES DURING CONSTRUCTION FOR ALL SECTIONS OF PIPE TO BE INSTALLED BY REMOVE AND REPLACE.
5. UNLESS OTHERWISE NOTED, ALL 12" WATER SHALL BE AWWA C900 DR-18 (BLUE) AND ALL 8" WATER SHALL BE AWWA C900 DR-14 (BLUE).
6. PROPOSED GAS LINE LOCATIONS ARE STILL BEING FINALIZED BY COSERV.
7. EXISTING SERVICES AND FIRE PROTECTION MUST BE MAINTAINED DURING CONSTRUCTION.
8. CONTRACTOR SHALL MAINTAIN ACCESS TO ALL DRIVES AND CROSS STREETS THROUGHTOUT CONSTRUCTION BY CONSTRUCTING ONE HALF AT A TIME.
9. EXISTING 12" WATER SHOWN PER AS-BUILTS "12 INCH WATER LINE FROM CHANDLER CIRCLE TO WILSON CREEK" AND "CHRISTIE FARMS OFFSITE WATER".
10. BID ITEM 29 INCLUDES THE HYDRANT, ALL FITTINGS, 6" PVC PIPE, AND LEAD PIPE.

Sheets	WL-10
Reimbursable Length of Existing Line (Btwn Ex. & Prop. ROW) to be replaced	450
Non-Reimbursable Length of Existing Line	0
Total Length of Existing Line	450

N

0 10' 20' 40'
HORIZONTAL SCALE
0 4' 8'
VERTICAL SCALE

TEXAS REGISTERED ENGINEERING FIRM F-2144
FREESE AND NICHOLS, INC.
NOT FOR CONSTRUCTION
THIS DOCUMENT IS RELEASED FOR THE PURPOSE OF INTERIM REVIEW UNDER THE AUTHORITY OF KLG AMANDA CROSS TEXAS NO. 111348 DATE: 9/12/2025
IT IS NOT TO BE USED FOR CONSTRUCTION, BIDDING OR PERMIT PURPOSES.

FREESE NICHOLS
6136 Frisco Square Blvd Suite 375
Frisco, TX 75034
Phone - (972) 624-9201
Web - www.freesnic.com

TOWN OF PROSPER, TEXAS

FM 1461 WATER LINE RELOCATION

CIVIL

FM 1461 WATERLINE PLAN & PROFILE STA 41+50 TO STA 46+00

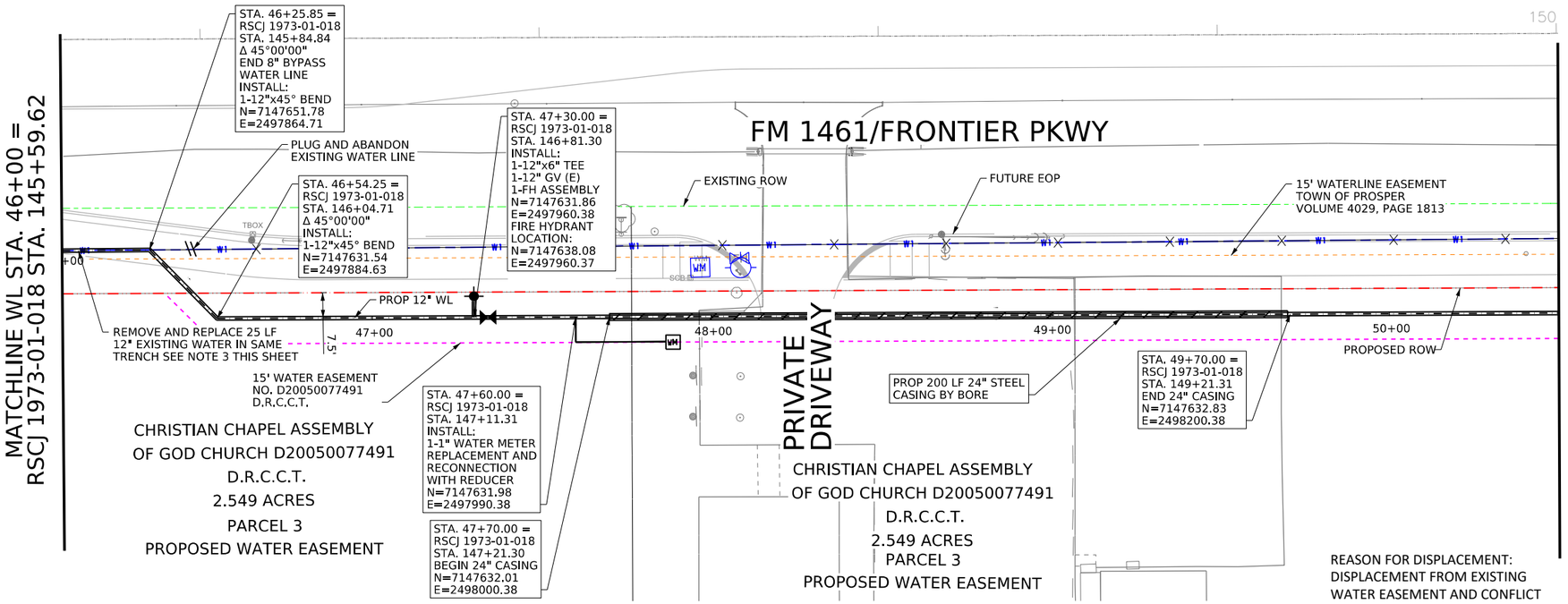
NO.	ISSUES	BY	DATE

F&N JOB NO. PRP22655
DATE SEP 2025
DESIGNED BCF
DRAWN KLG
REVISED KLG
CHECKED ANC
FILE NAME 1461_WL - Plan 10.dgn

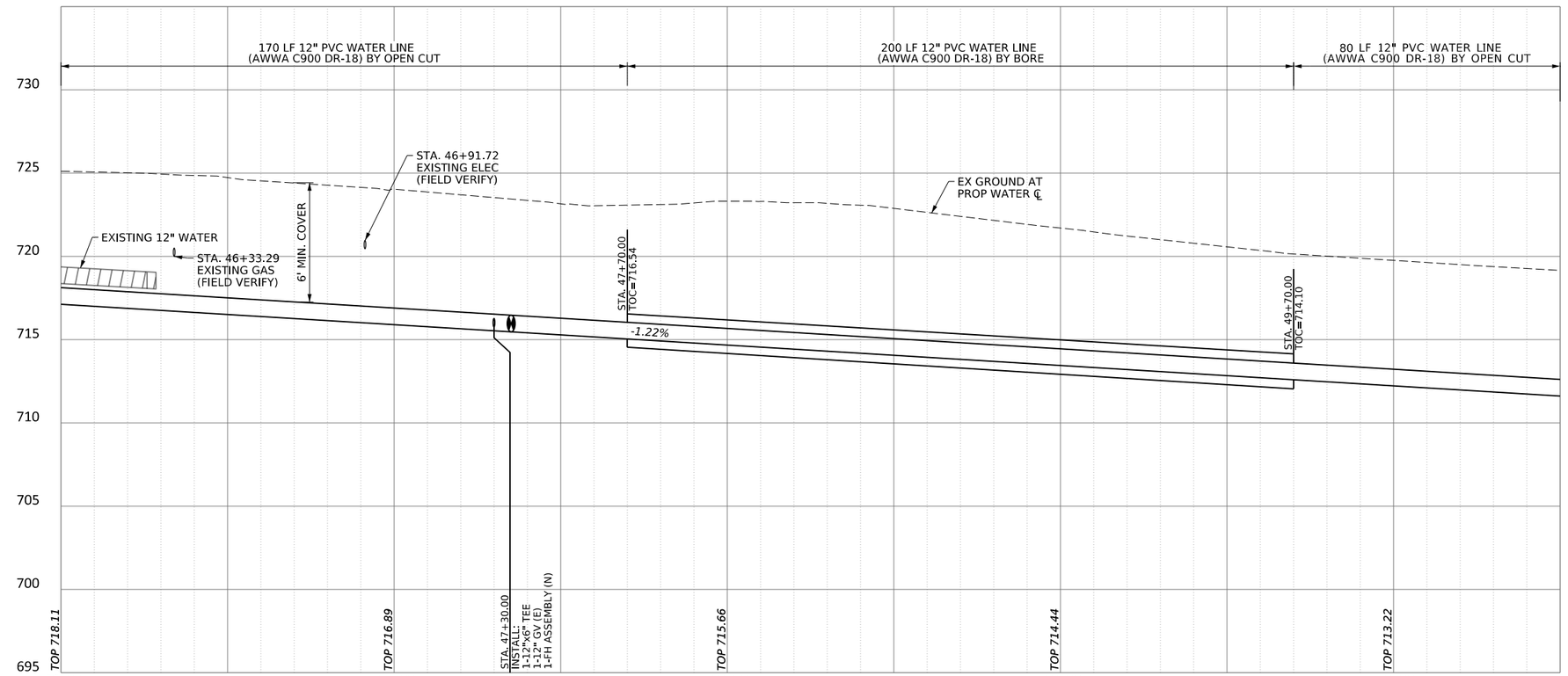
VERIFY SCALE Bar is one inch on original drawing. If not one inch on this sheet, adjust scale.
0 1"

SHEET
SEQ. Page 55
26

MicroStation V8 User: 08180 Office:
$ACCOUNT$ N:\F\Drawings\TxDOT SUA Sheets\3. Demo + P&P\1461_WL - Plan 10.dgn
Xrefs: N:\F\Drawings\TxDOT SUA Sheets\3. Demo + P&P\1461_WL - Plan 10.dgn
Model: 1461_WL - Plan 10
Projects:
Plot Scale: 0.166666633 '/ In.
Date: 9/12/2025
Office: $ACCOUNT$ Date:9/3/2026 User:08180 File:N:\F\Drawings\TxDOT SUA Sheets\3. Demo + P&P\1461_WL - Plan 10.dgn



REASON FOR DISPLACEMENT:
DISPLACEMENT FROM EXISTING WATER EASEMENT AND CONFLICT WITH FUTURE STORM PIPE, INLETS, AND FUTURE BACK OF CURB.



CAUTION!!!
EXISTING UNDERGROUND AND OVERHEAD UTILITIES IN THE AREA.
48 HOURS PRIOR TO CONSTRUCTION CONTACT
1-800-DIG-TESS

LEGEND:

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- EXISTING TXDOT ROW
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- EXISTING EASEMENT
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Sheets	WL-11
Reimbursable Length of Existing Line (Btwn Ex. & Prop. ROW) to be replaced	441
Non-Reimbursable Length of Existing Line	0
Total Length of Existing Line	441

N

0 10' 20' 40'
HORIZONTAL SCALE
0 4' 8'
VERTICAL SCALE

TEXAS REGISTERED ENGINEERING FIRM F-2144
FREESE AND NICHOLS, INC.
NOT FOR CONSTRUCTION
THIS DOCUMENT IS RELEASED FOR THE PURPOSE OF INTERIM REVIEW UNDER THE AUTHORITY OF JAMES C. GOSS, P.E. TEXAS NO. 111348 DATE: 9/12/2025 IT IS NOT TO BE USED FOR CONSTRUCTION, BIDDING OR PERMIT PURPOSES.

FREESE NICHOLS
6136 Frisco Square Blvd Suite 375
Frisco, TX 75034
Phone - (972) 624-9201
Web - www.freesenc.com

TOWN OF PROSPER, TEXAS
FM 1461 WATER LINE RELOCATION
CIVIL
FM 1461 WATERLINE PLAN & PROFILE
STA 46+00 TO STA 50+50

F&N JOB NO.	PRP22659
DATE	SEP 2025
DESIGNED	BCF
DRAWN	KLG
REVISED	KLG
CHECKED	ANC

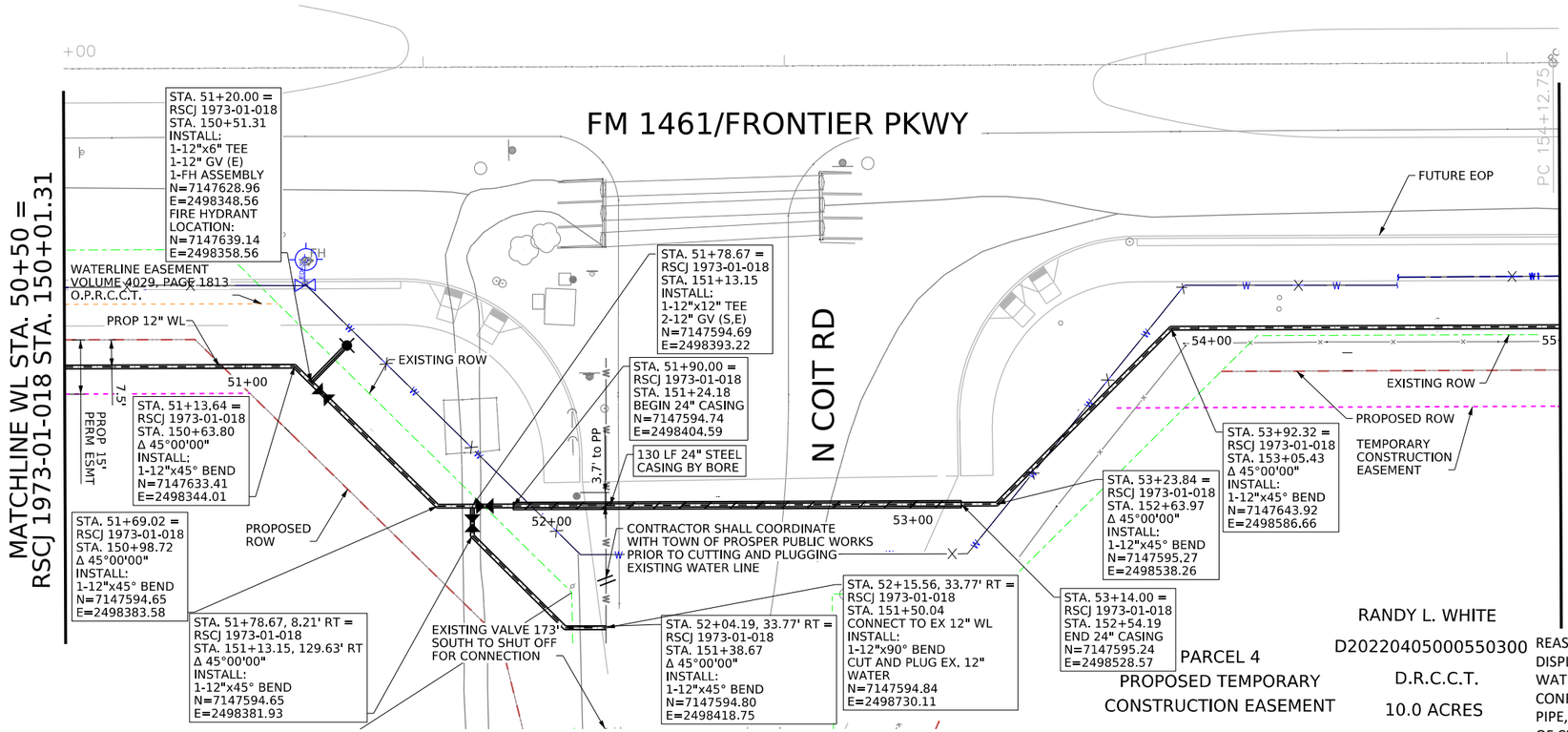
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FILE NAME 1461_WL - Plan 11.dgn

Bar is one inch on original drawing.
If not one inch on this sheet, adjust scale.
VERIFY SCALE 0

SHEET
SEQ.

MicroStation V8 User: 08180 Office:
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Office: $ACCOUNT$ Date:3/3/2026 User:08180 File:N:\F\Drawings\TxDOT SUA Sheets\3. Demo + P&P\1461_WL - Plan 11.dgn



CAUTION!!!
EXISTING UNDERGROUND AND OVERHEAD UTILITIES IN THE AREA.
48 HOURS PRIOR TO CONSTRUCTION CONTACT 1-800-DIG-TESS

LEGEND:

- EXISTING 12" WATER LINE
- PROPOSED 12" WATER LINE
- PROPOSED TXDOT ROW
- EXISTING TXDOT ROW
- PROPOSED EASEMENT
- EXISTING EASEMENT
- ABANDONED WATERLINE

NOTES:

1. CONTRACTOR SHALL VERIFY LOCATION AND DEPTH OF ALL UTILITIES PRIOR TO BEGINNING OF CONSTRUCTION.
2. CONTRACTOR SHALL INSTALL AND MAINTAIN SERVICES FOR AREAS THAT THE EXISTING PIPELINE IS BEING REPLACED. WATER SERVICE IS TO BE MAINTAINED DURING CONSTRUCTION. SEE SPECIFICATION 01 35 00 FOR OUTAGE REQUIREMENTS. INSTALL 8" TEMPORARY WATER CONNECTIONS DURING CONSTRUCTION AT LOCATIONS BELOW:
   - -STA. 23+96.33- STA. 46+24.97
   - -STA. 80+35.22- STA. 88+46.66
   - -STA. 129+73.75 - STA. 134+90.89
   - -STA. 140+70.76 - STA. 154+38.71
3. WATER LINES MUST BE DISINFECTED IN ACCORDANCE WITH AWWA C651 PRIOR TO BEING IN SERVICE.
4. FIRE PROTECTION MUST BE MAINTAINED AT ALL TIMES DURING CONSTRUCTION FOR ALL SECTIONS OF PIPE TO BE INSTALLED BY REMOVE AND REPLACE.
5. UNLESS OTHERWISE NOTED, ALL 12" WATER SHALL BE AWWA C900 DR-18 (BLUE) AND ALL 8" WATER SHALL BE AWWA C900 DR-14 (BLUE).
6. PROPOSED GAS LINE LOCATIONS ARE STILL BEING FINALIZED BY COSERV.
7. EXISTING SERVICES AND FIRE PROTECTION MUST BE MAINTAINED DURING CONSTRUCTION.
8. CONTRACTOR SHALL MAINTAIN ACCESS TO ALL DRIVES AND CROSS STREETS THROUGHTOUT CONSTRUCTION BY CONSTRUCTING ONE HALF AT A TIME.
9. EXISTING 12" WATER SHOWN PER AS-BUILTS "12 INCH WATER LINE FROM CHANDLER CIRCLE TO WILSON CREEK" AND "CHRISTIE FARMS OFFSITE WATER".
10. BID ITEM 29 INCLUDES THE HYDRANT, ALL FITTINGS, 6" PVC PIPE, AND LEAD PIPE.

Sheets	WL-12
Reimbursable Length of Existing Line (Btwn Ex. & Prop. ROW) to be replaced	53
Non-Reimbursable Length of Existing Line	426
Total Length of Existing Line	479

N

HORIZONTAL SCALE 0 10' 20' 40'
VERTICAL SCALE 0 4' 8'

VERIFY SCALE Bar is one inch on original drawing. If not one inch on this sheet, adjust scale. 0 1"

NOT FOR CONSTRUCTION
THIS DOCUMENT IS RELEASED FOR THE PURPOSE OF INTERIM REVIEW UNDER THE AUTHORITY OF BRIAN K. KOSKI, P.E. TEXAS NO. 111348 DATE: 9/12/2025 IT IS NOT TO BE USED FOR CONSTRUCTION, BIDDING OR PERMIT PURPOSES.

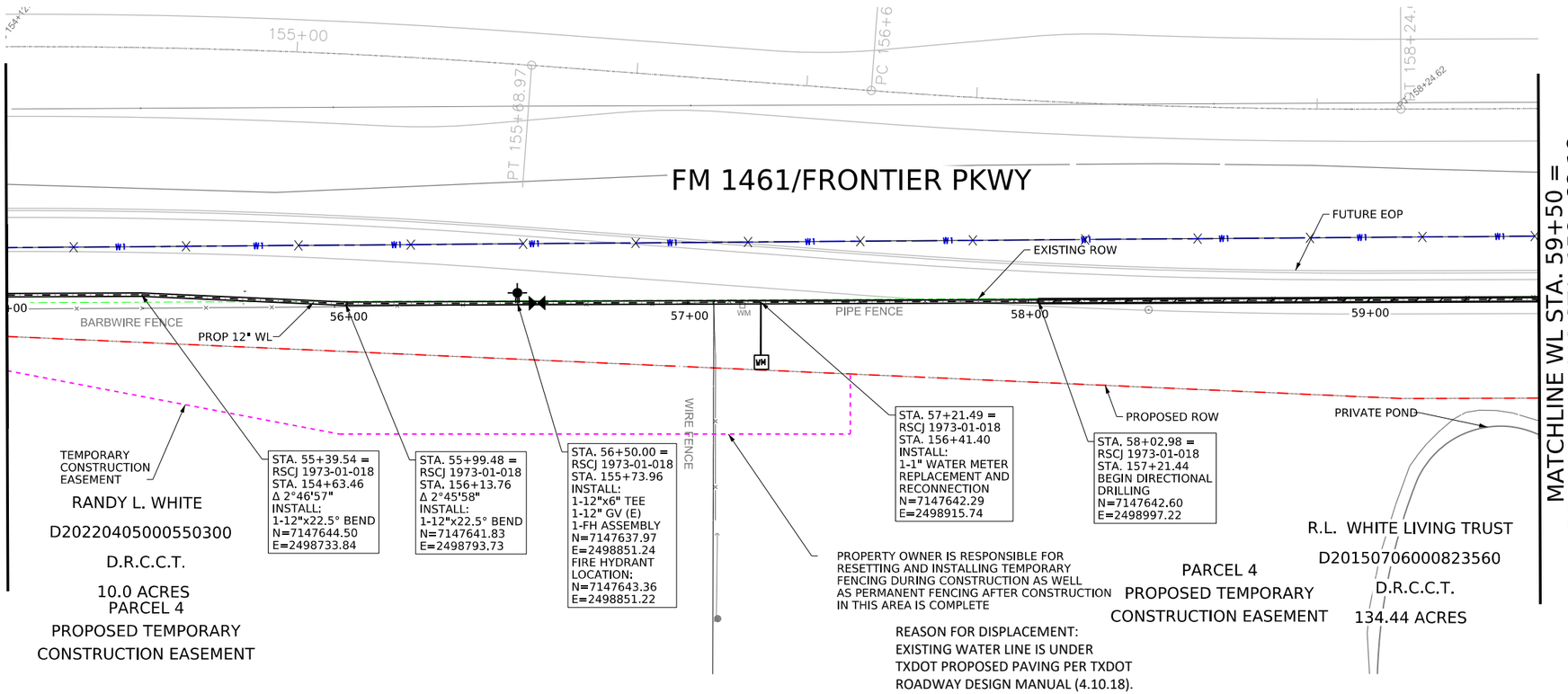
FREESE AND NICHOLS, INC.
TEXAS REGISTERED ENGINEERING FIRM F-2144
FREESE NICHOLS
6136 Frisco Square Blvd Suite 375
Frisco, TX 75034
Phone - (972) 624-9201
Web - www.freese.com

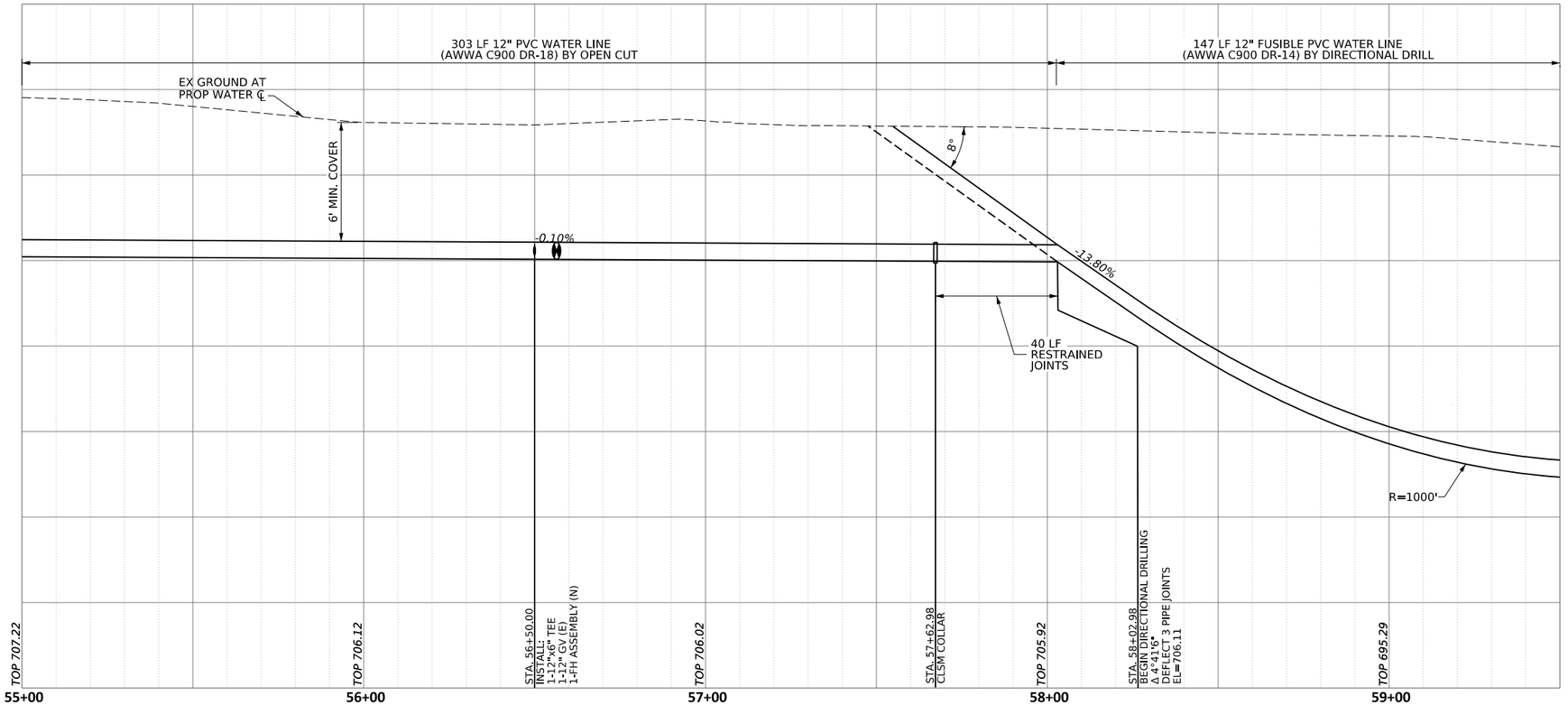
TOWN OF PROSPER, TEXAS
FM 1461 WATER LINE RELOCATION
CIVIL
FM 1461 WATERLINE PLAN & PROFILE STA 50+50 TO STA 55+00

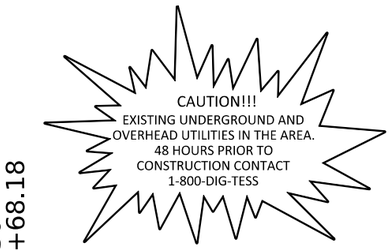
F&N JOB NO.	PRP22655
DATE	SEP 2025
DESIGNED	BCF
DRAWN	KLG
REVISED	KLG
CHECKED	ANC
FILE NAME	1461_WL - Plan 12.dgn
BY	
DATE	
NO. ISSUES	

SHEET
SEQ.
Page 57

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Office: $ACCOUNT$ Date:3/3/2026 User:08180 File: N:\#\Drawings\TxDOT SUA Sheets\3. Demo + P&P\1461_WL - Plan 12.dgn







LEGEND:

- EXISTING 12" WATER LINE
- PROPOSED 12" WATER LINE
- PROPOSED TXDOT ROW
- EXISTING TXDOT ROW
- PROPOSED EASEMENT
- EXISTING EASEMENT
- ABANDONED WATERLINE

NOTES:

1. CONTRACTOR SHALL VERIFY LOCATION AND DEPTH OF ALL UTILITIES PRIOR TO BEGINNING OF CONSTRUCTION.
2. CONTRACTOR SHALL INSTALL AND MAINTAIN SERVICES FOR AREAS THAT THE EXISTING PIPELINE IS BEING REPLACED. WATER SERVICE IS TO BE MAINTAINED DURING CONSTRUCTION. SEE SPECIFICATION 01 35 00 FOR OUTAGE REQUIREMENTS. INSTALL 8" TEMPORARY WATER CONNECTIONS DURING CONSTRUCTION AT LOCATIONS BELOW:
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   - -STA. 80+35.22- STA. 88+46.66
   - -STA. 129+73.75 - STA. 134+90.89
   - -STA. 140+70.76 - STA. 154+38.71
3. WATER LINES MUST BE DISINFECTED IN ACCORDANCE WITH AWWA C651 PRIOR TO BEING IN SERVICE.
4. FIRE PROTECTION MUST BE MAINTAINED AT ALL TIMES DURING CONSTRUCTION FOR ALL SECTIONS OF PIPE TO BE INSTALLED BY REMOVE AND REPLACE.
5. UNLESS OTHERWISE NOTED, ALL 12" WATER SHALL BE AWWA C900 DR-18 (BLUE) AND ALL 8" WATER SHALL BE AWWA C900 DR-14 (BLUE).
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10. BID ITEM 29 INCLUDES THE HYDRANT, ALL FITTINGS, 6" PVC PIPE, AND LEAD PIPE.

Sheets	WL-13
Reimbursable Length of Existing Line (Btwn Ex. & Prop. ROW) to be replaced	237
Non-Reimbursable Length of Existing Line	213
TotalLength of Existing Line	450

N

0 10' 20' 40'
HORIZONTAL SCALE
0 4' 8'
VERTICAL SCALE

FREESE AND NICHOLS, INC.
TEXAS REGISTERED ENGINEERING FIRM F-2144

NOT FOR CONSTRUCTION
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FREESE NICHOLS
6136 Frisco Square Blvd Suite 375
Frisco, TX 75034
Phone - (972) 624-9201
Web - www.freesenc.com

TOWN OF PROSPER, TEXAS

FM 1461 WATER LINE RELOCATION

CIVIL

FM 1461 WATERLINE PLAN & PROFILE STA 55+00 TO STA 59+50

NO.	ISSUES	BY	DATE

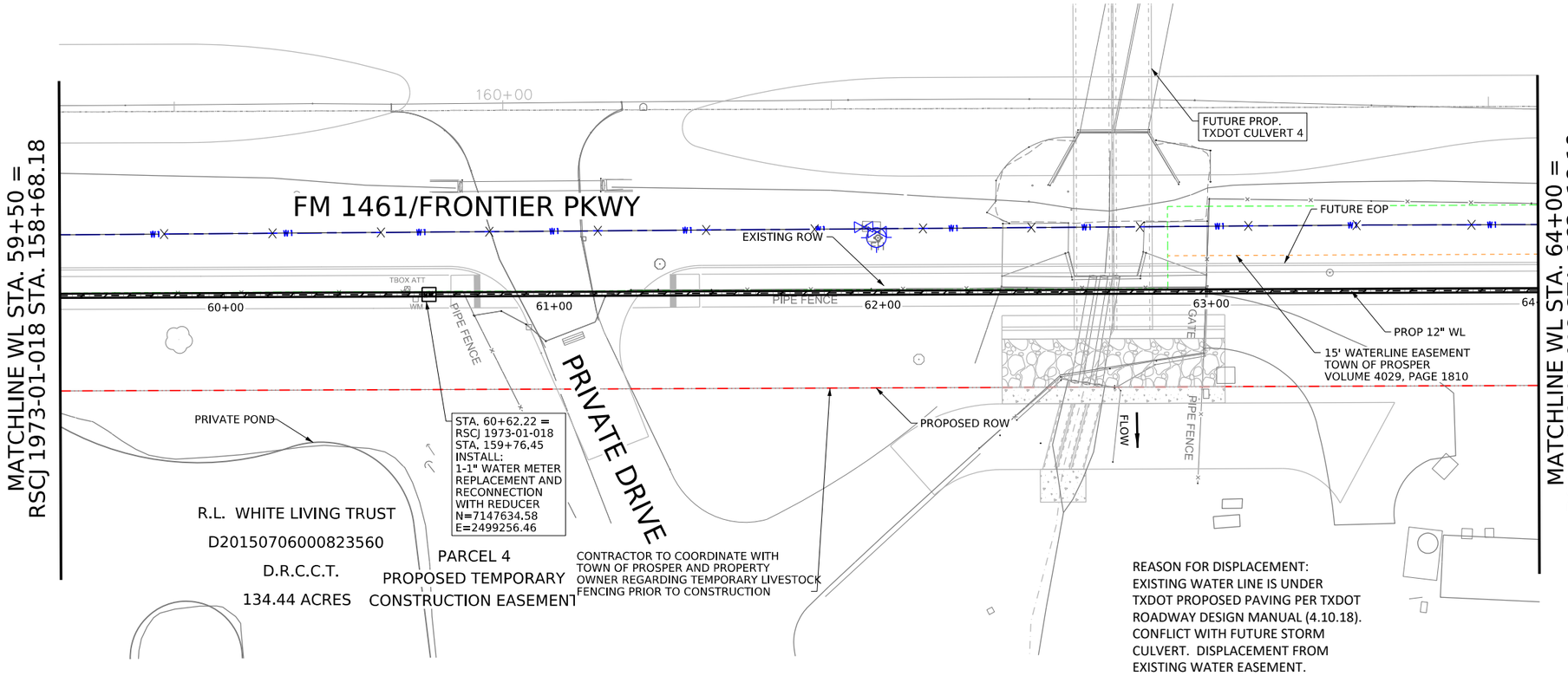
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DATE SEP 2025
DESIGNED BCF
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REVISED KLG
CHECKED ANC
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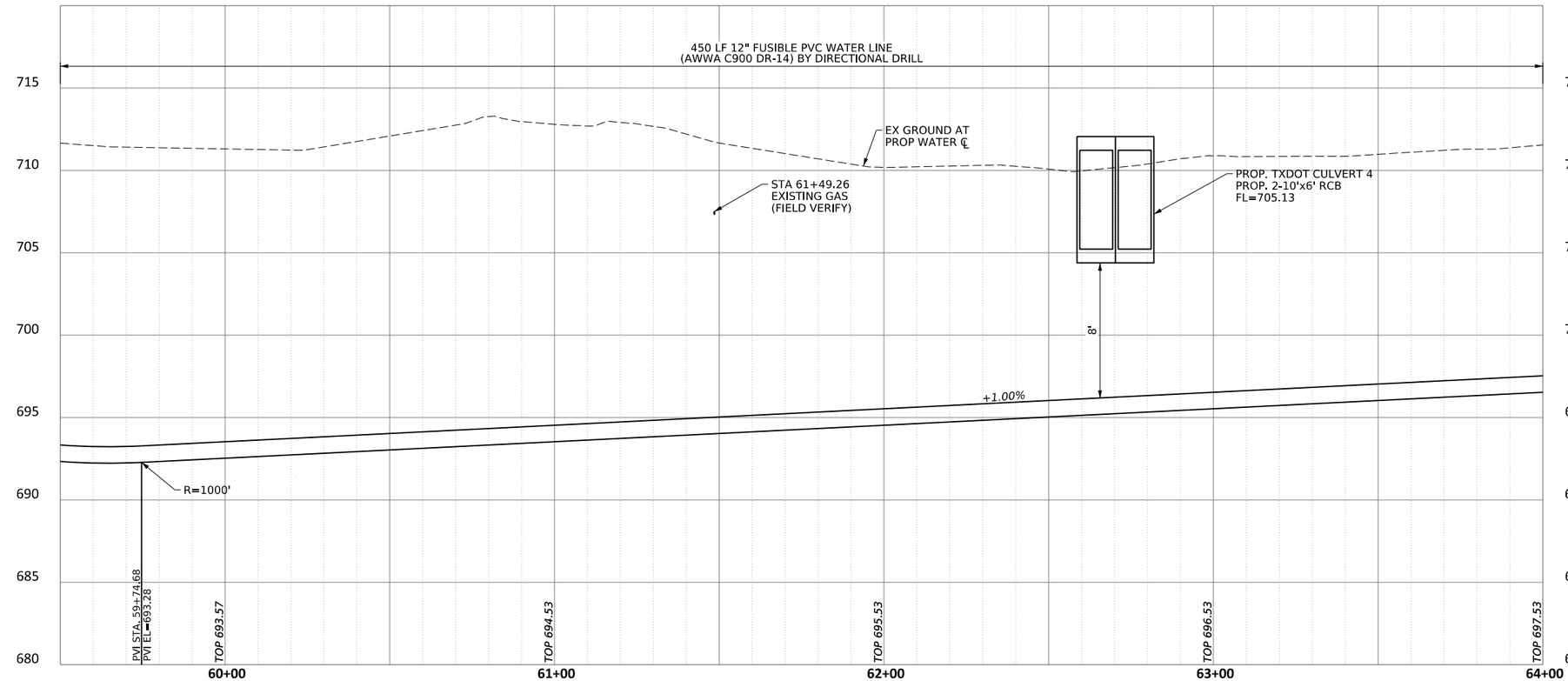
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Date: 3/3/2026
Project:

Office: $ACCOUNT$ Date:3/3/2026 User:08180 File:N:\#Drawings\TxDOT SUA Sheets\3. Demo + P&P\1461_WL - Plan 13.dgn





CAUTION!!!
EXISTING UNDERGROUND AND OVERHEAD UTILITIES IN THE AREA.
48 HOURS PRIOR TO CONSTRUCTION CONTACT 1-800-DIG-TESS

LEGEND:

- EXISTING 12" WATER LINE
- PROPOSED 12" WATER LINE
- PROPOSED TXDOT ROW
- EXISTING TXDOT ROW
- PROPOSED EASEMENT
- EXISTING EASEMENT
- ABANDONED WATERLINE

NOTES:

1. CONTRACTOR SHALL VERIFY LOCATION AND DEPTH OF ALL UTILITIES PRIOR TO BEGINNING OF CONSTRUCTION.
2. CONTRACTOR SHALL INSTALL AND MAINTAIN SERVICES FOR AREAS THAT THE EXISTING PIPELINE IS BEING REPLACED. WATER SERVICE IS TO BE MAINTAINED DURING CONSTRUCTION. SEE SPECIFICATION 01 35 00 FOR OUTAGE REQUIREMENTS. INSTALL 8" TEMPORARY WATER CONNECTIONS DURING CONSTRUCTION AT LOCATIONS BELOW:
   - -STA. 23+96.33- STA. 46+24.97
   - -STA. 80+35.22- STA. 88+46.66
   - -STA. 129+73.75 - STA. 134+90.89
   - -STA. 140+70.76 - STA. 154+38.71
3. WATER LINES MUST BE DISINFECTED IN ACCORDANCE WITH AWWA C651 PRIOR TO BEING IN SERVICE.
4. FIRE PROTECTION MUST BE MAINTAINED AT ALL TIMES DURING CONSTRUCTION FOR ALL SECTIONS OF PIPE TO BE INSTALLED BY REMOVE AND REPLACE.
5. UNLESS OTHERWISE NOTED, ALL 12" WATER SHALL BE AWWA C900 DR-18 (BLUE) AND ALL 8" WATER SHALL BE AWWA C900 DR-14 (BLUE).
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10. BID ITEM 29 INCLUDES THE HYDRANT, ALL FITTINGS, 6" PVC PIPE, AND LEAD PIPE.

Sheets	WL-14
Reimbursable Length of Existing Line (Btwn Ex. & Prop. ROW) to be replaced	450
Non-Reimbursable Length of Existing Line	0
TotalLength of Existing Line	450

N

0 10' 20' 40'
HORIZONTAL SCALE
0 4' 8'
VERTICAL SCALE

TEXAS REGISTERED ENGINEERING FIRM F-2144
FREESE AND NICHOLS, INC.
NOT FOR CONSTRUCTION
THIS DOCUMENT IS RELEASED FOR THE PURPOSE OF INTERIM REVIEW UNDER THE AUTHORITY OF KEVIN L. GOLDEN, P.E. TEXAS NO. 111348 DATE: 9/12/2025 IT IS NOT TO BE USED FOR CONSTRUCTION, BIDDING OR PERMIT PURPOSES.

FREESE NICHOLS
6136 Frisco Square Blvd Suite 375
Frisco, TX 75034
Phone - (972) 624-9201
Web - www.freese.com

TOWN OF PROSPER, TEXAS

FM 1461 WATER LINE RELOCATION

CIVIL

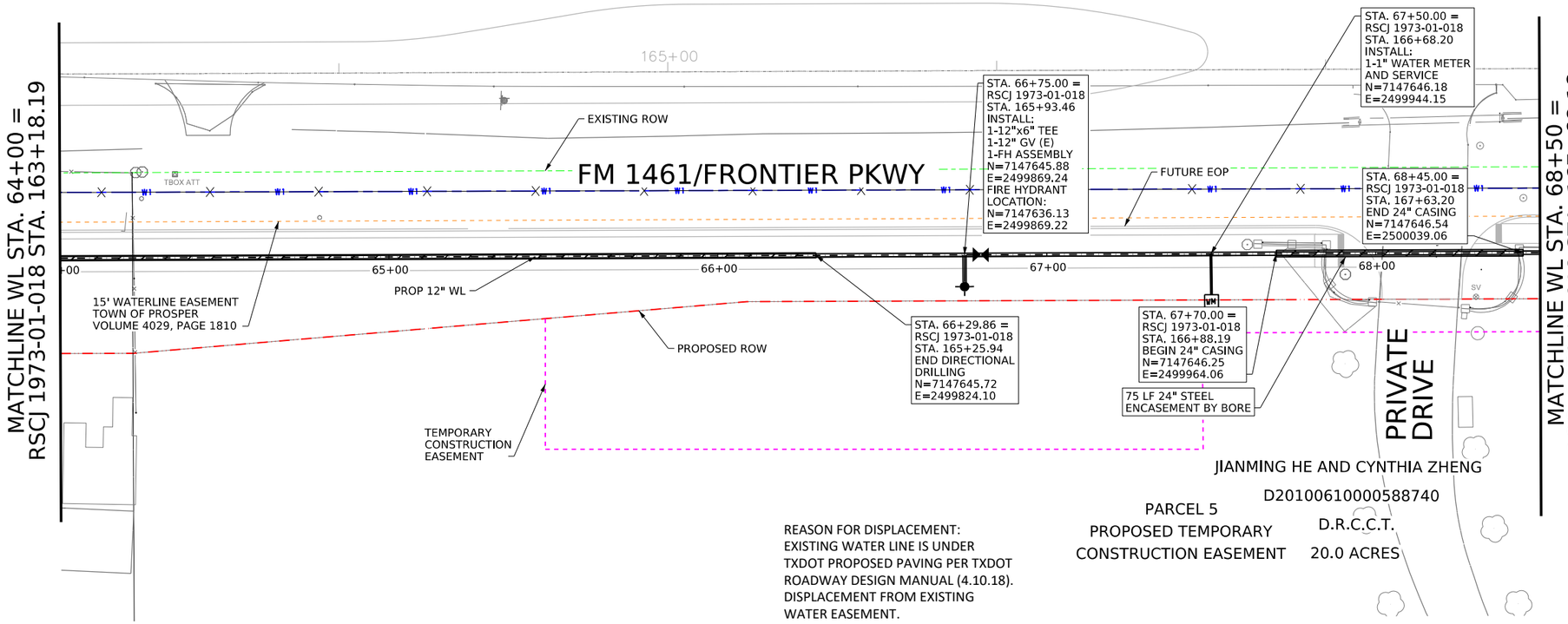
FM 1461 WATERLINE PLAN & PROFILE
STA 59+50 TO STA 64+00

F&N JOB NO.	PRP22659		
DATE	SEP 2025		
DESIGNED	BCF		
DRAWN	KLG		
REVISED	KLG		
CHECKED	ANC		
FILE NAME	1461_WL - Plan 14.dgn		
NO.	ISSUES	BY	DATE

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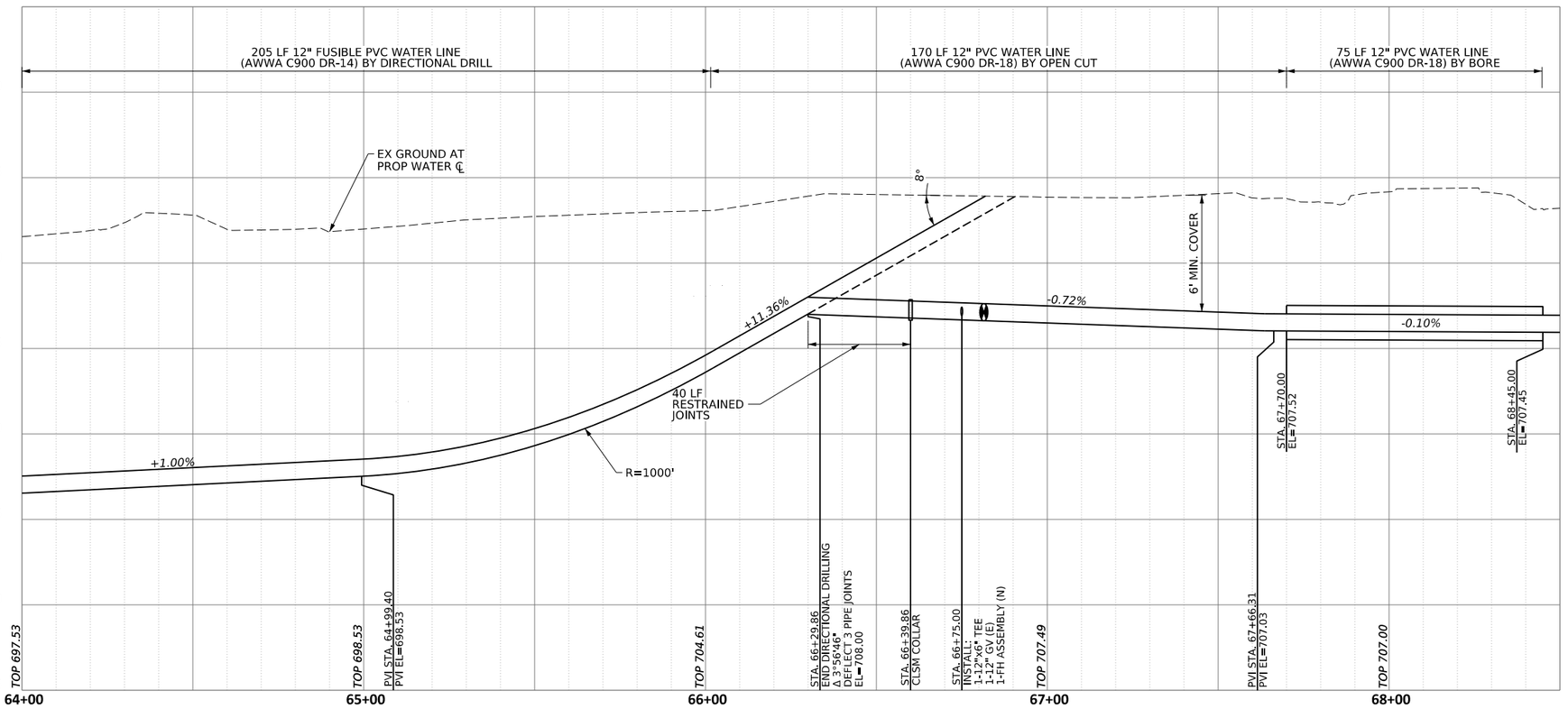
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Date: 3/3/2026
Office: $ACCOUNT$ Date:3/3/2026 User:08180 File:N:\#Drawings\TxDOT SUA Sheets\3. Demo + P&P\1461_WL - Plan 14.dgn



JIANMING HE AND CYNTHIA ZHENG
D20100610000588740
D.R.C.C.T.
20.0 ACRES

PARCEL 5
PROPOSED TEMPORARY CONSTRUCTION EASEMENT

REASON FOR DISPLACEMENT:
EXISTING WATER LINE IS UNDER TXDOT PROPOSED PAVING PER TXDOT ROADWAY DESIGN MANUAL (4.10.18). DISPLACEMENT FROM EXISTING WATER EASEMENT.



Sheets	WL-15
Reimbursable Length of Existing Line (Btwn Ex. & Prop. ROW) to be replaced	450
Non-Reimbursable Length of Existing Line	0
TotalLength of Existing Line	450

N

0 10' 20' 40'
HORIZONTAL SCALE
0 4' 8'
VERTICAL SCALE

CAUTION!!!
EXISTING UNDERGROUND AND OVERHEAD UTILITIES IN THE AREA.
48 HOURS PRIOR TO CONSTRUCTION CONTACT
1-800-DIG-TESS

LEGEND:

- EXISTING 12" WATER LINE
- PROPOSED 12" WATER LINE
- PROPOSED TXDOT ROW
- EXISTING TXDOT ROW
- PROPOSED EASEMENT
- EXISTING EASEMENT
- ABANDONED WATERLINE

NOTES:

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2. CONTRACTOR SHALL INSTALL AND MAINTAIN SERVICES FOR AREAS THAT THE EXISTING PIPELINE IS BEING REPLACED. WATER SERVICE IS TO BE MAINTAINED DURING CONSTRUCTION. SEE SPECIFICATION 01 35 00 FOR OUTAGE REQUIREMENTS. INSTALL 8" TEMPORARY WATER CONNECTIONS DURING CONSTRUCTION AT LOCATIONS BELOW:
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10. BID ITEM 29 INCLUDES THE HYDRANT, ALL FITTINGS, 6" PVC PIPE, AND LEAD PIPE.

TEXAS REGISTERED ENGINEERING FIRM F-2144
FREESE AND NICHOLS, INC.
NOT FOR CONSTRUCTION
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FREESE NICHOLS
6136 Frisco Square Blvd Suite 375
Frisco, TX 75034
Phone - (972) 624-9201
Web - www.freesenichols.com

TOWN OF PROSPER, TEXAS

FM 1461 WATER LINE RELOCATION

CIVIL

FM 1461 WATERLINE PLAN & PROFILE
STA 64+00 TO STA 68+50

F&N JOB NO. PRP22659
DATE SEP 2025
DESIGNED BCS
DRAWN KLC
REVISED
CHECKED ANC

NO.	ISSUES	BY	DATE

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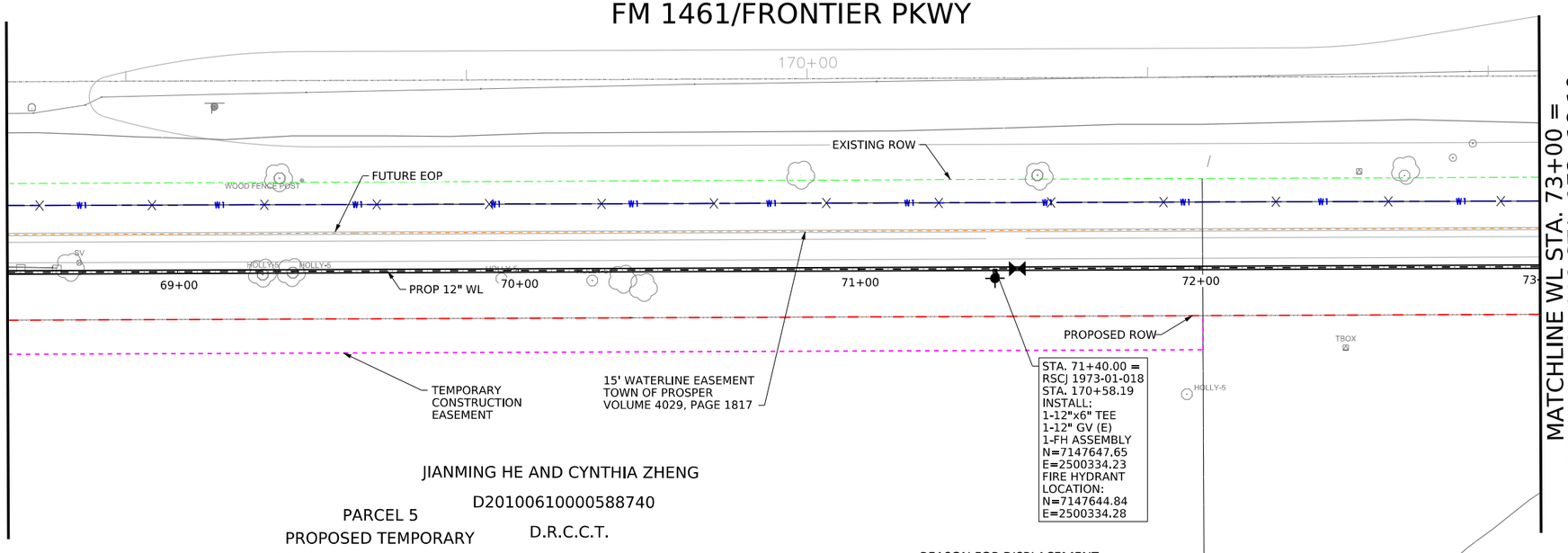
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Item 6.

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FM 1461/FRONTIER PKWY



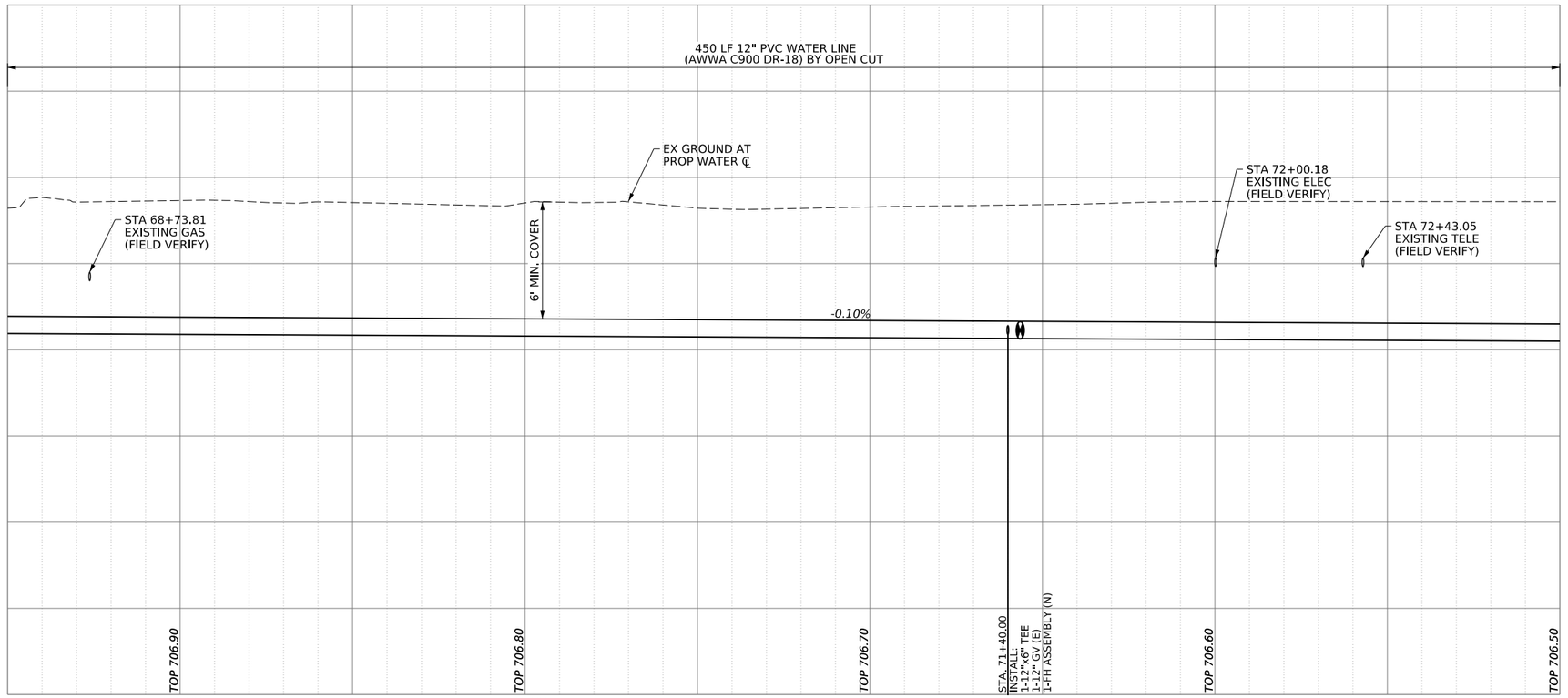
JIANMING HE AND CYNTHIA ZHENG

D20100610000588740

PARCEL 5

PROPOSED TEMPORARY CONSTRUCTION EASEMENT — D.R.C.C.T. — 20.0 ACRES

REASON FOR DISPLACEMENT:
EXISTING WATER LINE IS UNDER TXDOT PROPOSED PAVING PER TXDOT ROADWAY DESIGN MANUAL (4.10.18). DISPLACEMENT FROM EXISTING WATER EASEMENT.



CAUTION!!!
EXISTING UNDERGROUND AND OVERHEAD UTILITIES IN THE AREA.
48 HOURS PRIOR TO CONSTRUCTION CONTACT
1-800-DIG-TESS

LEGEND:

- EXISTING 12" WATER LINE
- PROPOSED 12" WATER LINE
- PROPOSED TXDOT ROW
- EXISTING TXDOT ROW
- PROPOSED EASEMENT
- EXISTING EASEMENT
- ABANDONED WATERLINE

NOTES:

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Sheets	WL-16
Reimbursable Length of Existing Line (Btwn Ex. & Prop. ROW) to be replaced	450
Non-Reimbursable Length of Existing Line	0
TotalLength of Existing Line	450

N

0 10' 20' 40'
HORIZONTAL SCALE

0 4' 8'
VERTICAL SCALE

TEXAS REGISTERED ENGINEERING FIRM F-2144

NOT FOR CONSTRUCTION

THIS DOCUMENT IS RELEASED FOR THE PURPOSE OF INTERIM REVIEW UNDER THE AUTHORITY OF KEVIN L. GOLDEN, P.E. TEXAS NO. 111348 DATE: 9/12/2025 IT IS NOT TO BE USED FOR CONSTRUCTION, BIDDING OR PERMIT PURPOSES.

FREESE NICHOLS
6136 Frisco Square Blvd Suite 375
Frisco, TX 75034
Phone - (972) 624-9201
Web - www.freesenichols.com

TOWN OF PROSPER, TEXAS

FM 1461 WATER LINE RELOCATION

CIVIL

FM 1461 WATERLINE PLAN & PROFILE
STA 68+50 TO STA 73+00

F&N JOB NO.	PRP22659		
DATE	SEP 2025		
DESIGNED	BCF		
DRAWN	KLG		
REVISED	KLG		
CHECKED	ANC		
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BY	DATE	NO.	ISSUES

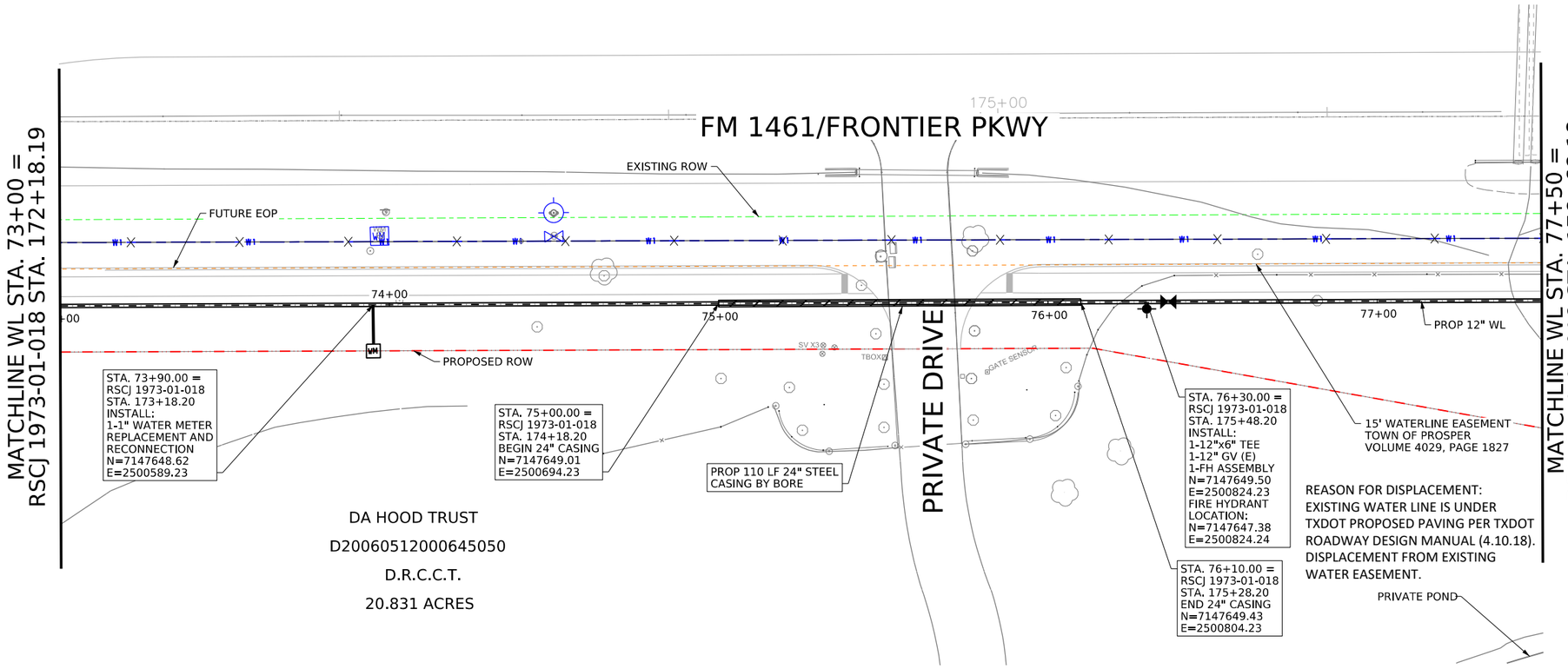
VERIFY SCALE Bar is one inch on original drawing. If not one inch on this sheet, adjust scale.

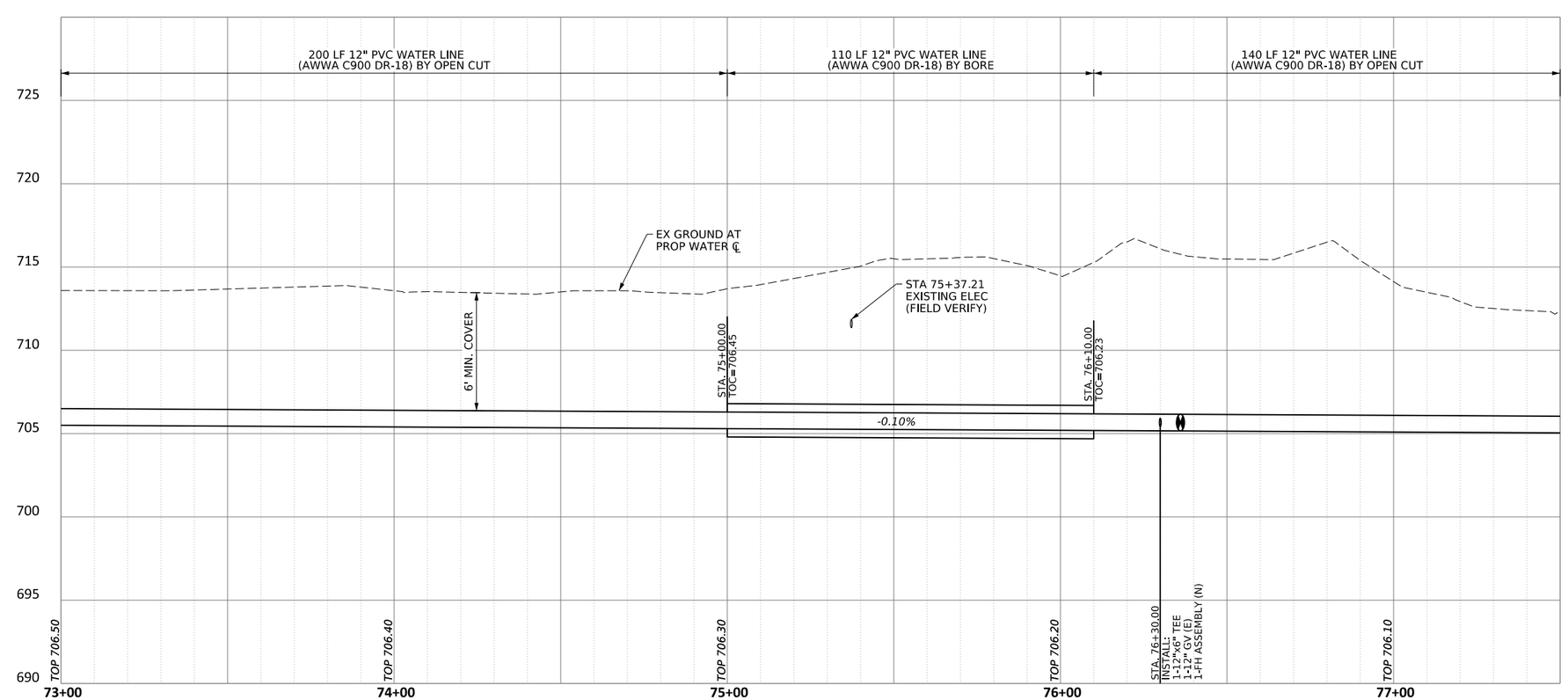
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Date: 9/3/2026
Project:

Office: $ACCOUNT$ Date:9/3/2026 User:08180 File:N:\P\Drawings\TxDOT SUA Sheets\3. Demo + P&P\1461_WL - Plan 16.dgn





CAUTION!!!
EXISTING UNDERGROUND AND OVERHEAD UTILITIES IN THE AREA.
48 HOURS PRIOR TO CONSTRUCTION CONTACT 1-800-DIG-TESS

LEGEND:

- EXISTING 12" WATER LINE
- PROPOSED 12" WATER LINE
- PROPOSED TXDOT ROW
- EXISTING TXDOT ROW
- PROPOSED EASEMENT
- EXISTING EASEMENT
- ABANDONED WATERLINE

NOTES:

1. CONTRACTOR SHALL VERIFY LOCATION AND DEPTH OF ALL UTILITIES PRIOR TO BEGINNING OF CONSTRUCTION.
2. CONTRACTOR SHALL INSTALL AND MAINTAIN SERVICES FOR AREAS THAT THE EXISTING PIPELINE IS BEING REPLACED. WATER SERVICE IS TO BE MAINTAINED DURING CONSTRUCTION. SEE SPECIFICATION 01 35 00 FOR OUTAGE REQUIREMENTS. INSTALL 8" TEMPORARY WATER CONNECTIONS DURING CONSTRUCTION AT LOCATIONS BELOW:
   - -STA. 23+96.33- STA. 46+24.97
   - -STA. 80+35.22- STA. 88+46.66
   - -STA. 129+73.75 - STA. 134+90.89
   - -STA. 140+70.76 - STA. 154+38.71
3. WATER LINES MUST BE DISINFECTED IN ACCORDANCE WITH AWWA C651 PRIOR TO BEING IN SERVICE.
4. FIRE PROTECTION MUST BE MAINTAINED AT ALL TIMES DURING CONSTRUCTION FOR ALL SECTIONS OF PIPE TO BE INSTALLED BY REMOVE AND REPLACE.
5. UNLESS OTHERWISE NOTED, ALL 12" WATER SHALL BE AWWA C900 DR-18 (BLUE) AND ALL 8" WATER SHALL BE AWWA C900 DR-14 (BLUE).
6. PROPOSED GAS LINE LOCATIONS ARE STILL BEING FINALIZED BY COSERV.
7. EXISTING SERVICES AND FIRE PROTECTION MUST BE MAINTAINED DURING CONSTRUCTION.
8. CONTRACTOR SHALL MAINTAIN ACCESS TO ALL DRIVES AND CROSS STREETS THROUGHTOUT CONSTRUCTION BY CONSTRUCTING ONE HALF AT A TIME.
9. EXISTING 12" WATER SHOWN PER AS-BUILTS "12 INCH WATER LINE FROM CHANDLER CIRCLE TO WILSON CREEK" AND "CHRISTIE FARMS OFFSITE WATER".
10. BID ITEM 29 INCLUDES THE HYDRANT, ALL FITTINGS, 6" PVC PIPE, AND LEAD PIPE.

Sheets	WL-17
Reimbursable Length of Existing Line (Btwn Ex. & Prop. ROW) to be replaced	450
Non-Reimbursable Length of Existing Line	0
TotalLength of Existing Line	450

N

0 10' 20' 40'
HORIZONTAL SCALE
0 4' 8'
VERTICAL SCALE

TEXAS REGISTERED ENGINEERING FIRM F-2144
FREESE AND NICHOLS, INC.
NOT FOR CONSTRUCTION
THIS DOCUMENT IS RELEASED FOR THE PURPOSE OF INTERIM REVIEW UNDER THE AUTHORITY OF JAMES C. KOLKHORST, TEXAS NO. 111348 DATE: 9/12/2025
IT IS NOT TO BE USED FOR CONSTRUCTION, BIDDING OR PERMIT PURPOSES.

FREESE NICHOLS
6136 Frisco Square Blvd Suite 375
Frisco, TX 75034
Phone - (972) 624-9201
Web - www.freesenc.com

TOWN OF PROSPER, TEXAS

FM 1461 WATER LINE RELOCATION

CIVIL

FM 1461 WATERLINE PLAN & PROFILE STA 73+00 TO STA 77+50

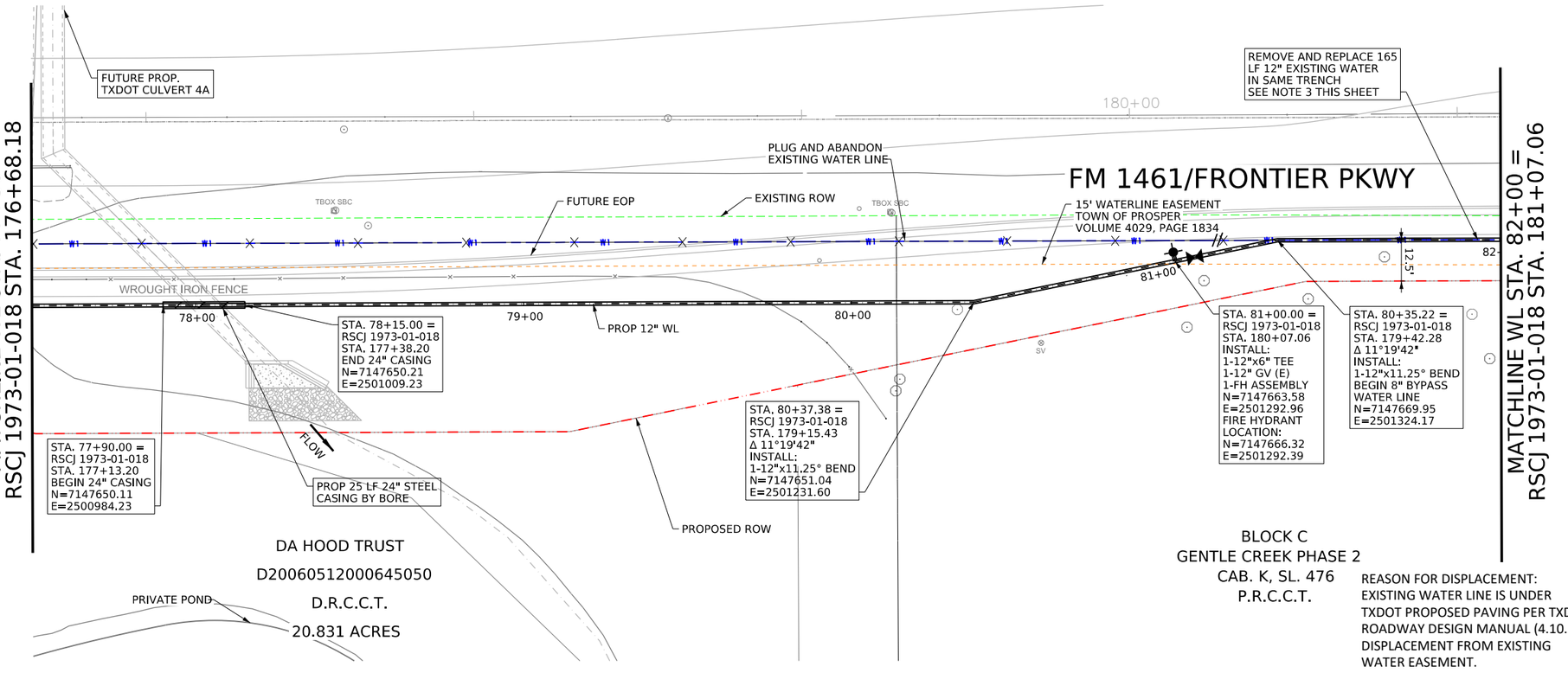
NO.	ISSUES	BY	DATE

F&N JOB NO. PRP22659
DATE SEP 2025
DESIGNED BCF
DRAWN KLG
REVISED KLG
CHECKED ANC
FILE NAME 1461_WL - Plan 17.dgn

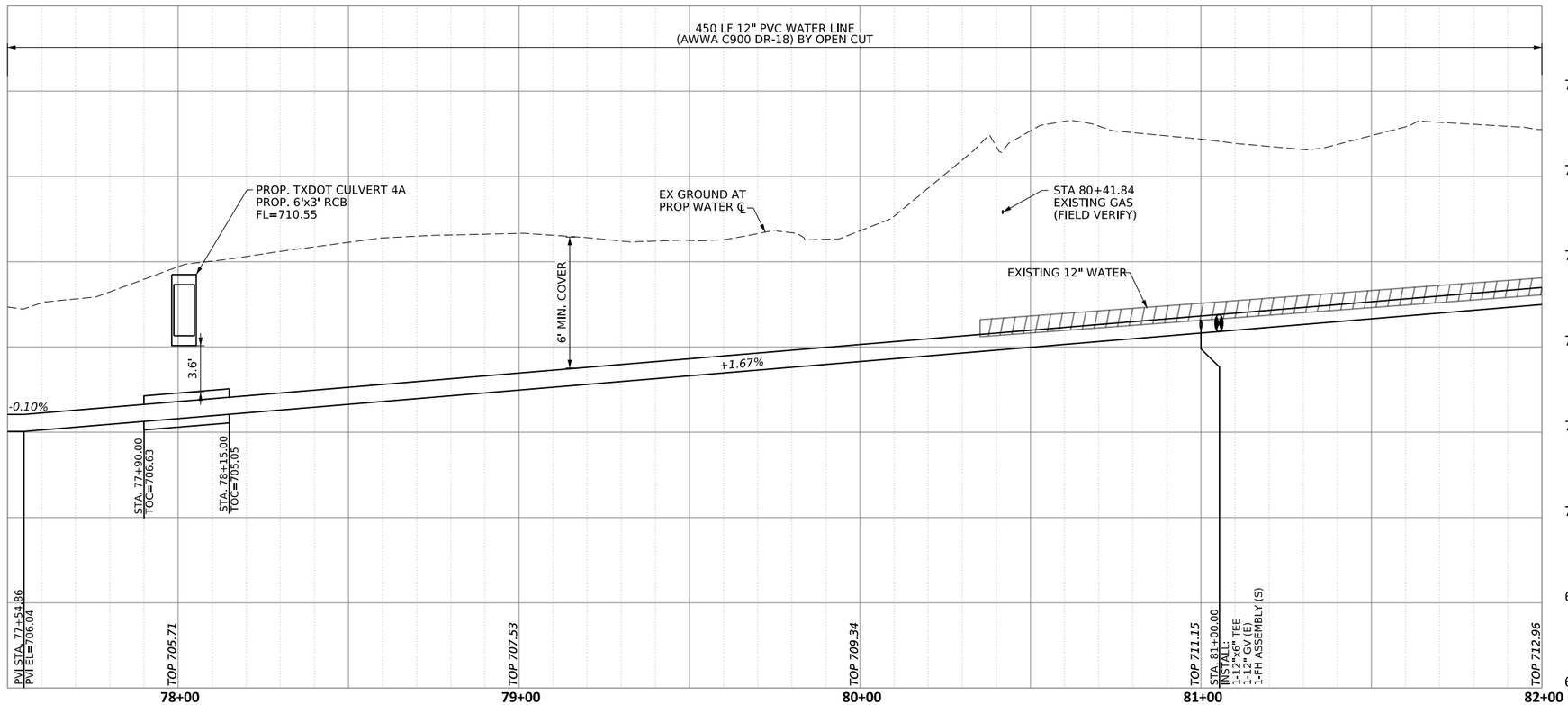
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If not one inch on this sheet, adjust scale.
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SHEET
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Date: 3/3/2026
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REASON FOR DISPLACEMENT:
EXISTING WATER LINE IS UNDER TXDOT PROPOSED PAVING PER TXDOT ROADWAY DESIGN MANUAL (4.10.18). DISPLACEMENT FROM EXISTING WATER EASEMENT.



CAUTION!!!
EXISTING UNDERGROUND AND OVERHEAD UTILITIES IN THE AREA.
48 HOURS PRIOR TO CONSTRUCTION CONTACT
1-800-DIG-TESS

LEGEND:

- EXISTING 12" WATER LINE
- PROPOSED 12" WATER LINE
- PROPOSED TXDOT ROW
- EXISTING TXDOT ROW
- PROPOSED EASEMENT
- EXISTING EASEMENT
- ABANDONED WATERLINE

NOTES:

1. CONTRACTOR SHALL VERIFY LOCATION AND DEPTH OF ALL UTILITIES PRIOR TO BEGINNING OF CONSTRUCTION.
2. CONTRACTOR SHALL INSTALL AND MAINTAIN SERVICES FOR AREAS THAT THE EXISTING PIPELINE IS BEING REPLACED. WATER SERVICE IS TO BE MAINTAINED DURING CONSTRUCTION. SEE SPECIFICATION 01 35 00 FOR OUTAGE REQUIREMENTS. INSTALL 8" TEMPORARY WATER CONNECTIONS DURING CONSTRUCTION AT LOCATIONS BELOW:
   - -STA. 23+96.33- STA. 46+24.97
   - -STA. 80+35.22- STA. 88+46.66
   - -STA. 129+73.75 - STA. 134+90.89
   - -STA. 140+70.76 - STA. 154+38.71
3. WATER LINES MUST BE DISINFECTED IN ACCORDANCE WITH AWWA C651 PRIOR TO BEING IN SERVICE.
4. FIRE PROTECTION MUST BE MAINTAINED AT ALL TIMES DURING CONSTRUCTION FOR ALL SECTIONS OF PIPE TO BE INSTALLED BY REMOVE AND REPLACE.
5. UNLESS OTHERWISE NOTED, ALL 12" WATER SHALL BE AWWA C900 DR-18 (BLUE) AND ALL 8" WATER SHALL BE AWWA C900 DR-14 (BLUE).
6. PROPOSED GAS LINE LOCATIONS ARE STILL BEING FINALIZED BY COSERV.
7. EXISTING SERVICES AND FIRE PROTECTION MUST BE MAINTAINED DURING CONSTRUCTION.
8. CONTRACTOR SHALL MAINTAIN ACCESS TO ALL DRIVES AND CROSS STREETS THROUGHTOUT CONSTRUCTION BY CONSTRUCTING ONE HALF AT A TIME.
9. EXISTING 12" WATER SHOWN PER AS-BUILTS "12 INCH WATER LINE FROM CHANDLER CIRCLE TO WILSON CREEK" AND "CHRISTIE FARMS OFFSITE WATER".
10. BID ITEM 29 INCLUDES THE HYDRANT, ALL FITTINGS, 6" PVC PIPE, AND LEAD PIPE.

Sheets	WL-18
Reimbursable Length of Existing Line (Btwn Ex. & Prop. ROW) to be replaced	450
Non-Reimbursable Length of Existing Line	0
TotalLength of Existing Line	450

N

0 10' 20' 40'
HORIZONTAL SCALE
0 4' 8'
VERTICAL SCALE

TEXAS REGISTERED ENGINEERING FIRM F-2144
FREESE AND NICHOLS, INC.
NOT FOR CONSTRUCTION
THIS DOCUMENT IS RELEASED FOR THE PURPOSE OF INTERIM REVIEW UNDER THE AUTHORITY OF JOSEPH A. KOLEK, P.E. TEXAS NO. 111348 DATE: 9/12/2025 IT IS NOT TO BE USED FOR CONSTRUCTION, BIDDING OR PERMIT PURPOSES.

FREESE NICHOLS
6136 Frisco Square Blvd Suite 375
Frisco, TX 75034
Phone - (972) 624-9201
Web - www.freese.com

TOWN OF PROSPER, TEXAS

FM 1461 WATERLINE RELOCATION

CIVIL

FM 1461 WATERLINE PLAN & PROFILE STA 77+50 TO STA 82+00

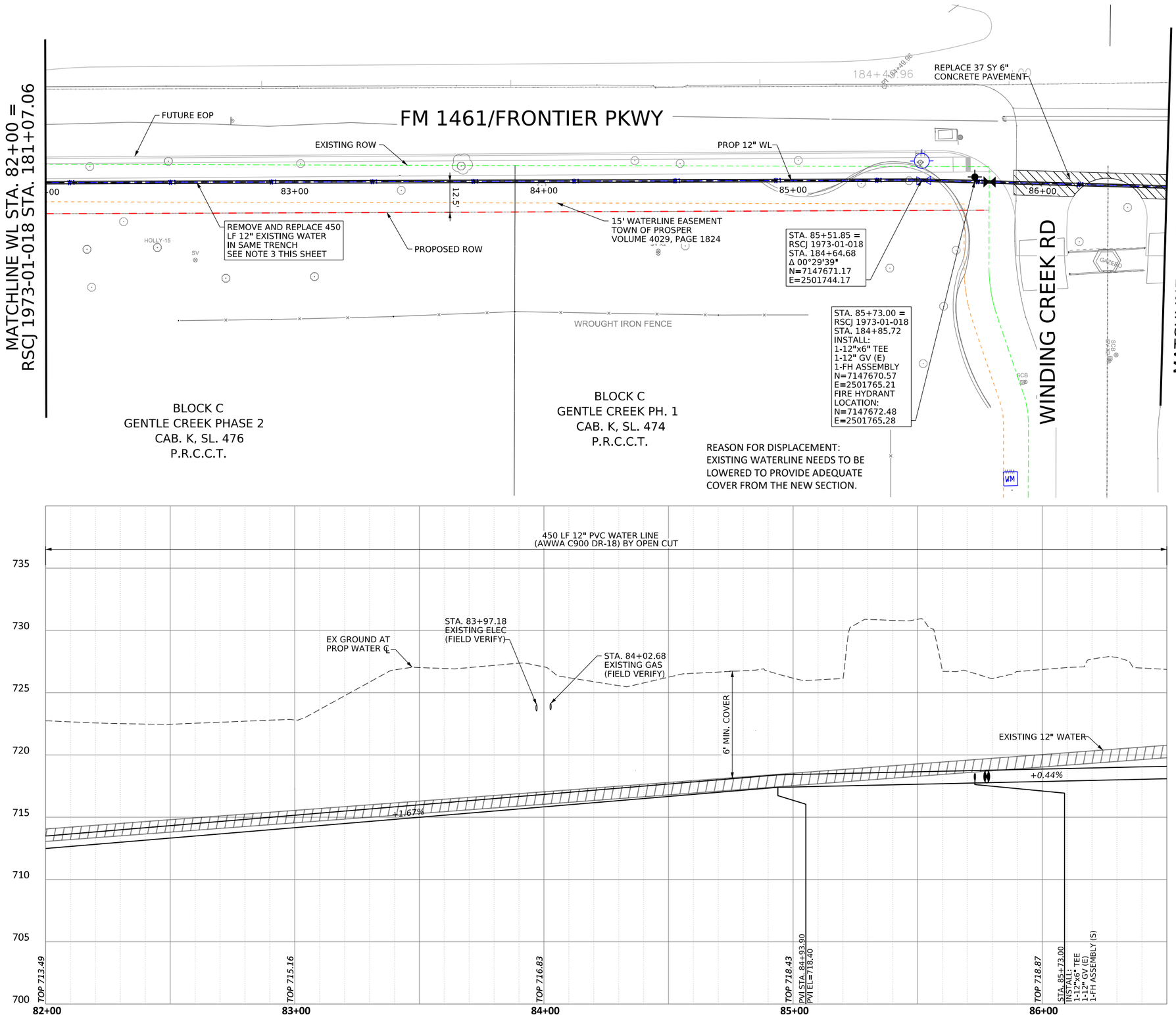
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DATE SEP 2025
DESIGNED BCF
DRAWN KLG
REVISED KLG
CHECKED ANC
FILE NAME 1461_WL - Plan 18.dgn

NO. ISSUES | BY | DATE

VERIFY SCALE Bar is one inch on original drawing. If not one inch on this sheet, adjust scale.

SHEET
SEQ. Page 63
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Plot Scale: 0.166666633 '/in.
Date: 2/3/2026



CAUTION!!!
EXISTING UNDERGROUND AND OVERHEAD UTILITIES IN THE AREA.
48 HOURS PRIOR TO CONSTRUCTION CONTACT
1-800-DIG-TESS

LEGEND:

- EXISTING 12" WATER LINE
- PROPOSED 12" WATER LINE
- PROPOSED TXDOT ROW
- EXISTING TXDOT ROW
- PROPOSED EASEMENT
- EXISTING EASEMENT
- ABANDONED WATERLINE

NOTES:

1. CONTRACTOR SHALL VERIFY LOCATION AND DEPTH OF ALL UTILITIES PRIOR TO BEGINNING OF CONSTRUCTION.
2. CONTRACTOR SHALL INSTALL AND MAINTAIN SERVICES FOR AREAS THAT THE EXISTING PIPELINE IS BEING REPLACED. WATER SERVICE IS TO BE MAINTAINED DURING CONSTRUCTION. SEE SPECIFICATION 01 35 00 FOR OUTAGE REQUIREMENTS. INSTALL 8" TEMPORARY WATER CONNECTIONS DURING CONSTRUCTION AT LOCATIONS BELOW:
   - -STA. 23+96.33- STA. 46+24.97
   - -STA. 80+35.22- STA. 88+46.66
   - -STA. 129+73.75 - STA. 134+90.89
   - -STA. 140+70.76 - STA. 154+38.71
3. WATER LINES MUST BE DISINFECTED IN ACCORDANCE WITH AWWA C651 PRIOR TO BEING IN SERVICE.
4. FIRE PROTECTION MUST BE MAINTAINED AT ALL TIMES DURING CONSTRUCTION FOR ALL SECTIONS OF PIPE TO BE INSTALLED BY REMOVE AND REPLACE.
5. UNLESS OTHERWISE NOTED, ALL 12" WATER SHALL BE AWWA C900 DR-18 (BLUE) AND ALL 8" WATER SHALL BE AWWA C900 DR-14 (BLUE).
6. PROPOSED GAS LINE LOCATIONS ARE STILL BEING FINALIZED BY COSERV.
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9. EXISTING 12" WATER SHOWN PER AS-BUILTS "12 INCH WATER LINE FROM CHANDLER CIRCLE TO WILSON CREEK" AND "CHRISTIE FARMS OFFSITE WATER".
10. BID ITEM 29 INCLUDES THE HYDRANT, ALL FITTINGS, 6" PVC PIPE, AND LEAD PIPE.

Sheets	WL-19
Reimbursable Length of Existing Line (Btwn Ex. & Prop. ROW) to be replaced	450
Non-Reimbursable Length of Existing Line	0
TotalLength of Existing Line	450

N

0 10' 20' 40'
HORIZONTAL SCALE
0 4' 8'
VERTICAL SCALE

TEXAS REGISTERED ENGINEERING FIRM F-2144
FREESE AND NICHOLS, INC.
NOT FOR CONSTRUCTION
THIS DOCUMENT IS RELEASED FOR THE PURPOSE OF INTERIM REVIEW UNDER THE AUTHORITY OF BRIAN C. FOSTER, P.E. TEXAS NO. 111348 DATE: 9/12/2025 IT IS NOT TO BE USED FOR CONSTRUCTION, BIDDING OR PERMIT PURPOSES.

FREESE NICHOLS
6136 Frisco Square Blvd Suite 375
Frisco, TX 75034
Phone - (972) 624-9201
Web - www.freese.com

TOWN OF PROSPER, TEXAS
FM 1461 WATER LINE RELOCATION
CIVIL
FM 1461 WATERLINE PLAN & PROFILE
STA 82+00 TO STA 86+50

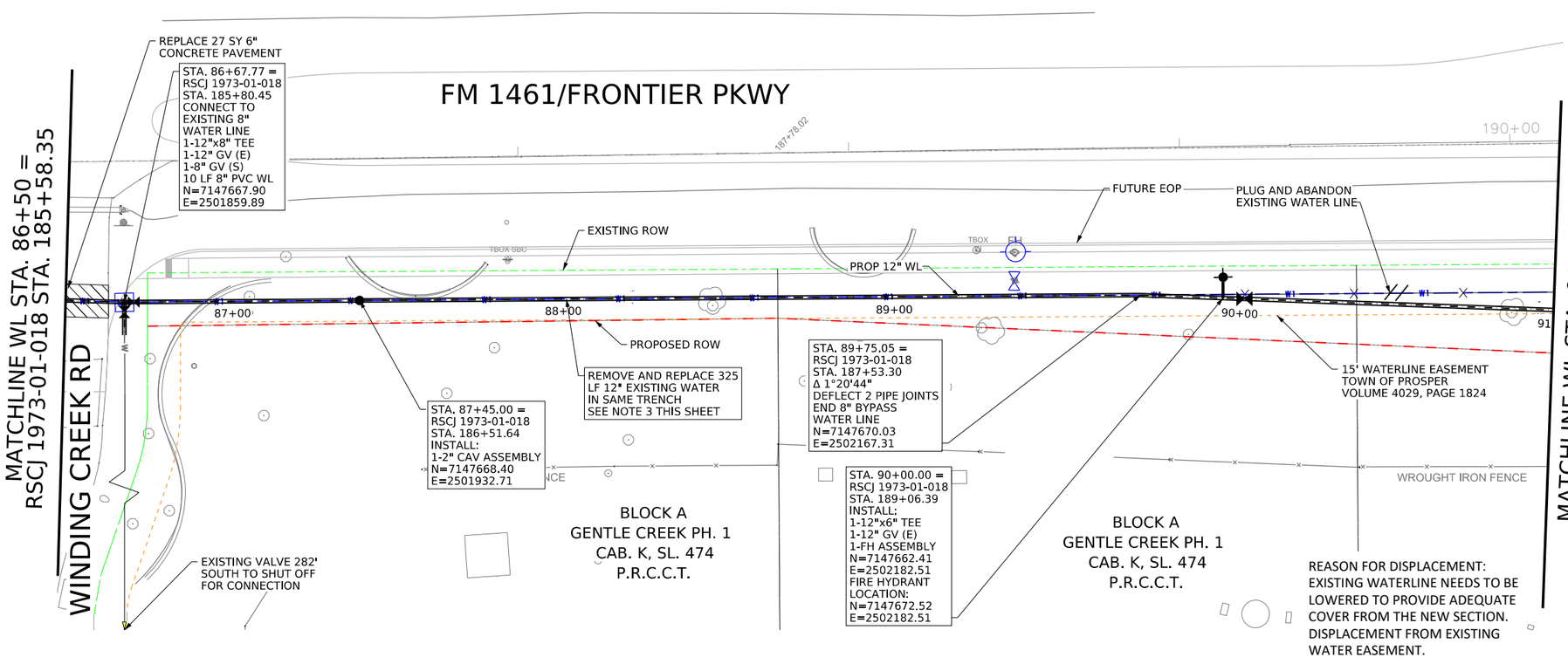
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DATE	SEP 2025
DESIGNED	BCF
DRAWN	KLG
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CHECKED	ANC
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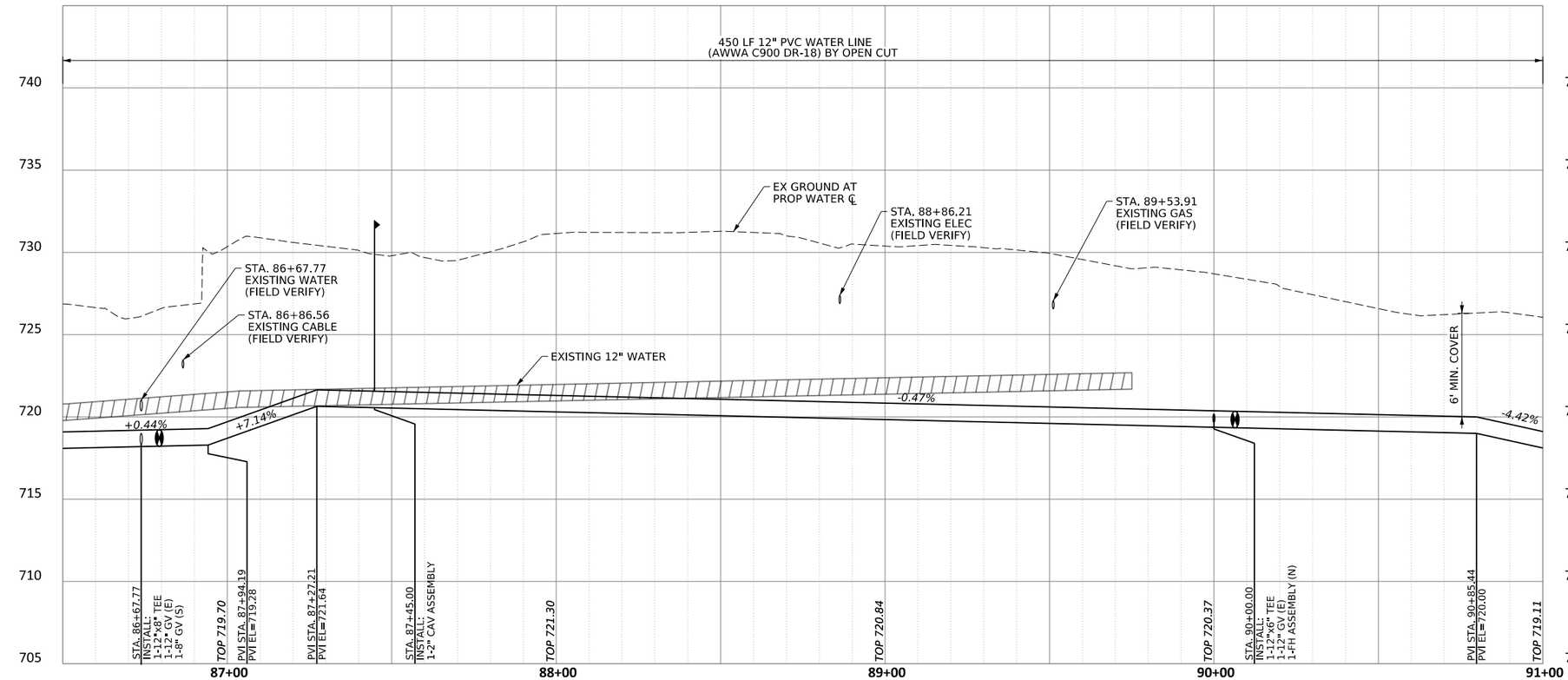
NO.	ISSUES	DATE	BY

VERIFY SCALE Bar is one inch on original drawing. If not one inch on this sheet, adjust scale.
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CAUTION!!!
EXISTING UNDERGROUND AND OVERHEAD UTILITIES IN THE AREA.
48 HOURS PRIOR TO CONSTRUCTION CONTACT
1-800-DIG-TESS

LEGEND:

- EXISTING 12" WATER LINE
- PROPOSED 12" WATER LINE
- PROPOSED TXDOT ROW
- EXISTING TXDOT ROW
- PROPOSED EASEMENT
- EXISTING EASEMENT
- ABANDONED WATERLINE

NOTES:

1. CONTRACTOR SHALL VERIFY LOCATION AND DEPTH OF ALL UTILITIES PRIOR TO BEGINNING OF CONSTRUCTION.
2. CONTRACTOR SHALL INSTALL AND MAINTAIN SERVICES FOR AREAS THAT THE EXISTING PIPELINE IS BEING REPLACED. WATER SERVICE IS TO BE MAINTAINED DURING CONSTRUCTION. SEE SPECIFICATION 01 35 00 FOR OUTAGE REQUIREMENTS. INSTALL 8" TEMPORARY WATER CONNECTIONS DURING CONSTRUCTION AT LOCATIONS BELOW:
   - -STA. 23+96.33- STA. 46+24.97
   - -STA. 80+35.22- STA. 88+46.66
   - -STA. 129+73.75 - STA. 134+90.89
   - -STA. 140+70.76 - STA. 154+38.71
3. WATER LINES MUST BE DISINFECTED IN ACCORDANCE WITH AWWA C651 PRIOR TO BEING IN SERVICE.
4. FIRE PROTECTION MUST BE MAINTAINED AT ALL TIMES DURING CONSTRUCTION FOR ALL SECTIONS OF PIPE TO BE INSTALLED BY REMOVE AND REPLACE.
5. UNLESS OTHERWISE NOTED, ALL 12" WATER SHALL BE AWWA C900 DR-18 (BLUE) AND ALL 8" WATER SHALL BE AWWA C900 DR-14 (BLUE).
6. PROPOSED GAS LINE LOCATIONS ARE STILL BEING FINALIZED BY COSERV.
7. EXISTING SERVICES AND FIRE PROTECTION MUST BE MAINTAINED DURING CONSTRUCTION.
8. CONTRACTOR SHALL MAINTAIN ACCESS TO ALL DRIVES AND CROSS STREETS THROUGHTOUT CONSTRUCTION BY CONSTRUCTING ONE HALF AT A TIME.
9. EXISTING 12" WATER SHOWN PER AS-BUILTS "12 INCH WATER LINE FROM CHANDLER CIRCLE TO WILSON CREEK" AND "CHRISTIE FARMS OFFSITE WATER".
10. BID ITEM 29 INCLUDES THE HYDRANT, ALL FITTINGS, 6" PVC PIPE, AND LEAD PIPE.

Sheets	WL-20
Reimbursable Length of Existing Line (Btwn Ex. & Prop. ROW) to be replaced	450
Non-Reimbursable Length of Existing Line	0
TotalLength of Existing Line	450

N

0 10' 20' 40'
HORIZONTAL SCALE
0 4' 8'
VERTICAL SCALE

TEXAS REGISTERED ENGINEERING FIRM F-2144
FREESE AND NICHOLS, INC.

NOT FOR CONSTRUCTION
THIS DOCUMENT IS RELEASED FOR THE PURPOSE OF INTERIM REVIEW UNDER THE AUTHORITY OF ANDREW C. KOSKI, P.E. TEXAS NO. 111348 DATE: 9/12/2025 IT IS NOT TO BE USED FOR CONSTRUCTION, BIDDING OR PERMIT PURPOSES.

FREESE NICHOLS
6136 Frisco Square Blvd Suite 375
Frisco, TX 75034
Phone - (972) 624-9201
Web - www.freesnic.com

TOWN OF PROSPER, TEXAS
FM 1461 WATER LINE RELOCATION
CIVIL
FM 1461 WATERLINE PLAN & PROFILE
STA 86+50 TO STA 91+00

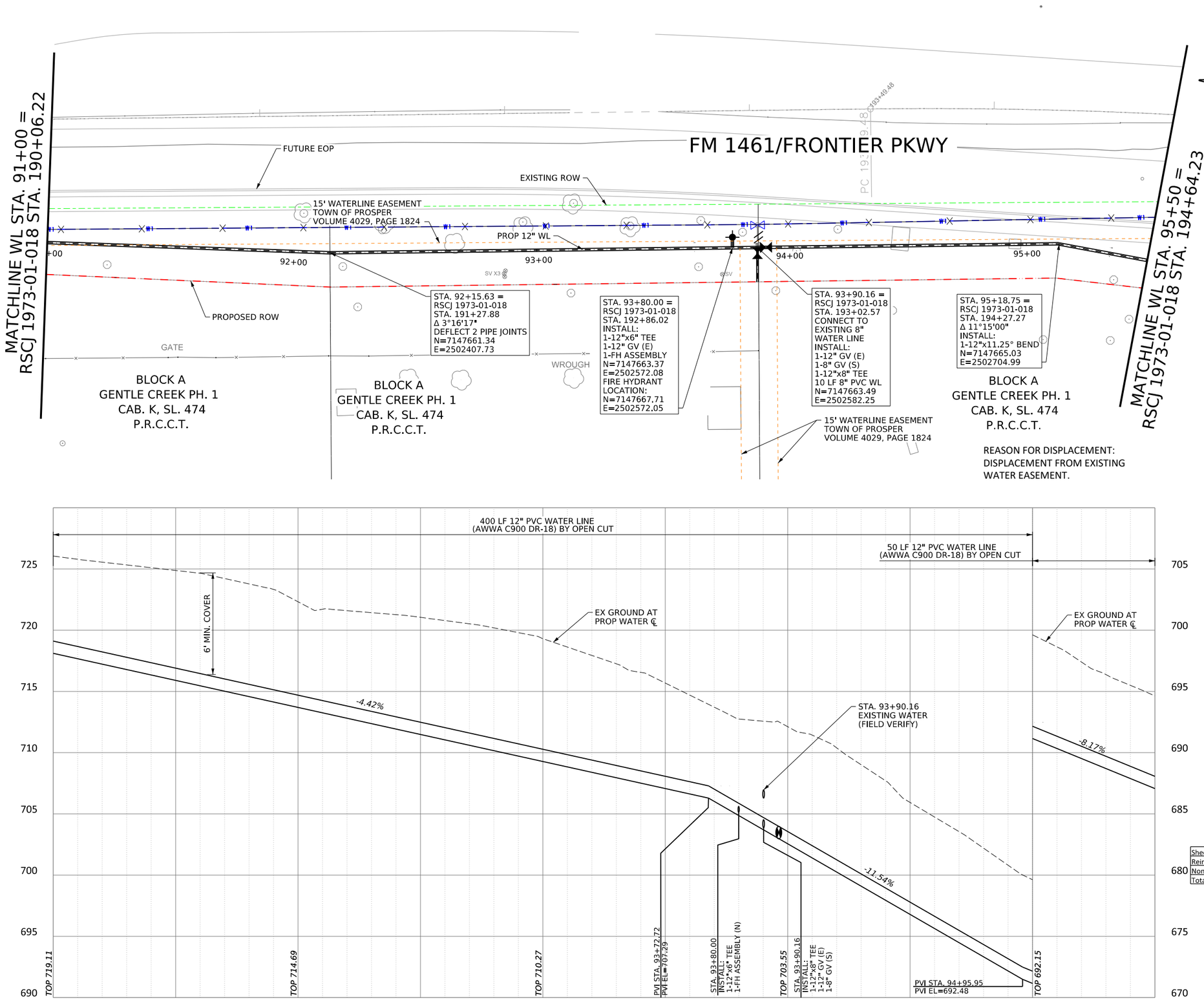
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DATE	SEP 2025
DESIGNED	BCF
DRAWN	KLG
REVISED	KLG
CHECKED	ANC
FILE NAME	1461_WL - Plan 20.dgn

NO.	ISSUES	BY	DATE

Bar is one inch on original drawing.
If not one inch on this sheet, adjust scale.
VERIFY SCALE
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SHEET
SEQ.
Page 65
36

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Plot Scale: 0.166666633 '/in.
Date: 2/3/2026
Project:



CAUTION!!!
EXISTING UNDERGROUND AND OVERHEAD UTILITIES IN THE AREA.
48 HOURS PRIOR TO CONSTRUCTION CONTACT 1-800-DIG-TESS

LEGEND:

- EXISTING 12" WATER LINE
- PROPOSED 12" WATER LINE
- PROPOSED TXDOT ROW
- EXISTING TXDOT ROW
- PROPOSED EASEMENT
- EXISTING EASEMENT
- ABANDONED WATERLINE

NOTES:

1. CONTRACTOR SHALL VERIFY LOCATION AND DEPTH OF ALL UTILITIES PRIOR TO BEGINNING OF CONSTRUCTION.
2. CONTRACTOR SHALL INSTALL AND MAINTAIN SERVICES FOR AREAS THAT THE EXISTING PIPELINE IS BEING REPLACED. WATER SERVICE IS TO BE MAINTAINED DURING CONSTRUCTION. SEE SPECIFICATION 01 35 00 FOR OUTAGE REQUIREMENTS. INSTALL 8" TEMPORARY WATER CONNECTIONS DURING CONSTRUCTION AT LOCATIONS BELOW:
   - -STA. 23+96.33- STA. 46+24.97
   - -STA. 80+35.22- STA. 88+46.66
   - -STA. 129+73.75 - STA. 134+90.89
   - -STA. 140+70.76 - STA. 154+38.71
3. WATER LINES MUST BE DISINFECTED IN ACCORDANCE WITH AWWA C651 PRIOR TO BEING IN SERVICE.
4. FIRE PROTECTION MUST BE MAINTAINED AT ALL TIMES DURING CONSTRUCTION FOR ALL SECTIONS OF PIPE TO BE INSTALLED BY REMOVE AND REPLACE.
5. UNLESS OTHERWISE NOTED, ALL 12" WATER SHALL BE AWWA C900 DR-18 (BLUE) AND ALL 8" WATER SHALL BE AWWA C900 DR-14 (BLUE).
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10. BID ITEM 29 INCLUDES THE HYDRANT, ALL FITTINGS, 6" PVC PIPE, AND LEAD PIPE.

Sheets	WL-21
Reimbursable Length of Existing Line (Btwn Ex. & Prop. ROW) to be replaced	450
Non-Reimbursable Length of Existing Line	0
TotalLength of Existing Line	450

N

0 10' 20' 40'
HORIZONTAL SCALE
0 4' 8'
VERTICAL SCALE

TEXAS REGISTERED ENGINEERING FIRM F-2144
FREESE AND NICHOLS, INC.

NOT FOR CONSTRUCTION
THIS DOCUMENT IS RELEASED FOR THE PURPOSE OF INTERIM REVIEW UNDER THE AUTHORITY OF ANDREW KOSKI, P.E. TEXAS NO. 111348 DATE: 9/12/2025 IT IS NOT TO BE USED FOR CONSTRUCTION, BIDDING OR PERMIT PURPOSES.

FREESE NICHOLS
6136 Frisco Square Blvd Suite 375
Frisco, TX 75034
Phone - (972) 624-9201
Web - www.freesnic.com

TOWN OF PROSPER, TEXAS
FM 1461 WATER LINE RELOCATION
CIVIL
FM 1461 WATERLINE PLAN & PROFILE
STA 91+00 TO STA 95+50

F&N JOB NO.	PRP22659
DATE	SEP 2025
DESIGNED	BCF
DRAWN	KLG
REVISED	KLG
CHECKED	ANC
FILE NAME	1461_WL - Plan 21.dgn

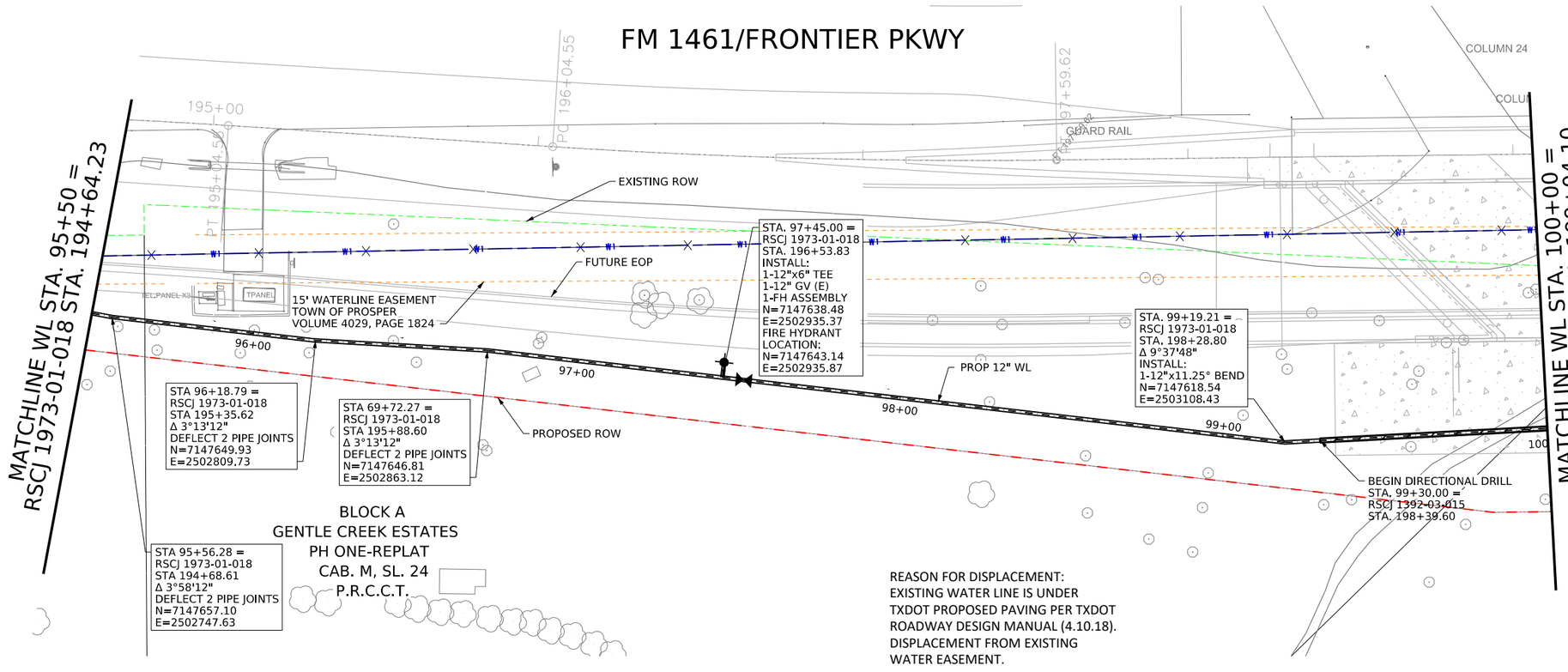
NO.	ISSUES	BY	DATE

VERIFY SCALE Bar is one inch on original drawing. If not one inch on this sheet, adjust scale.
0 1"

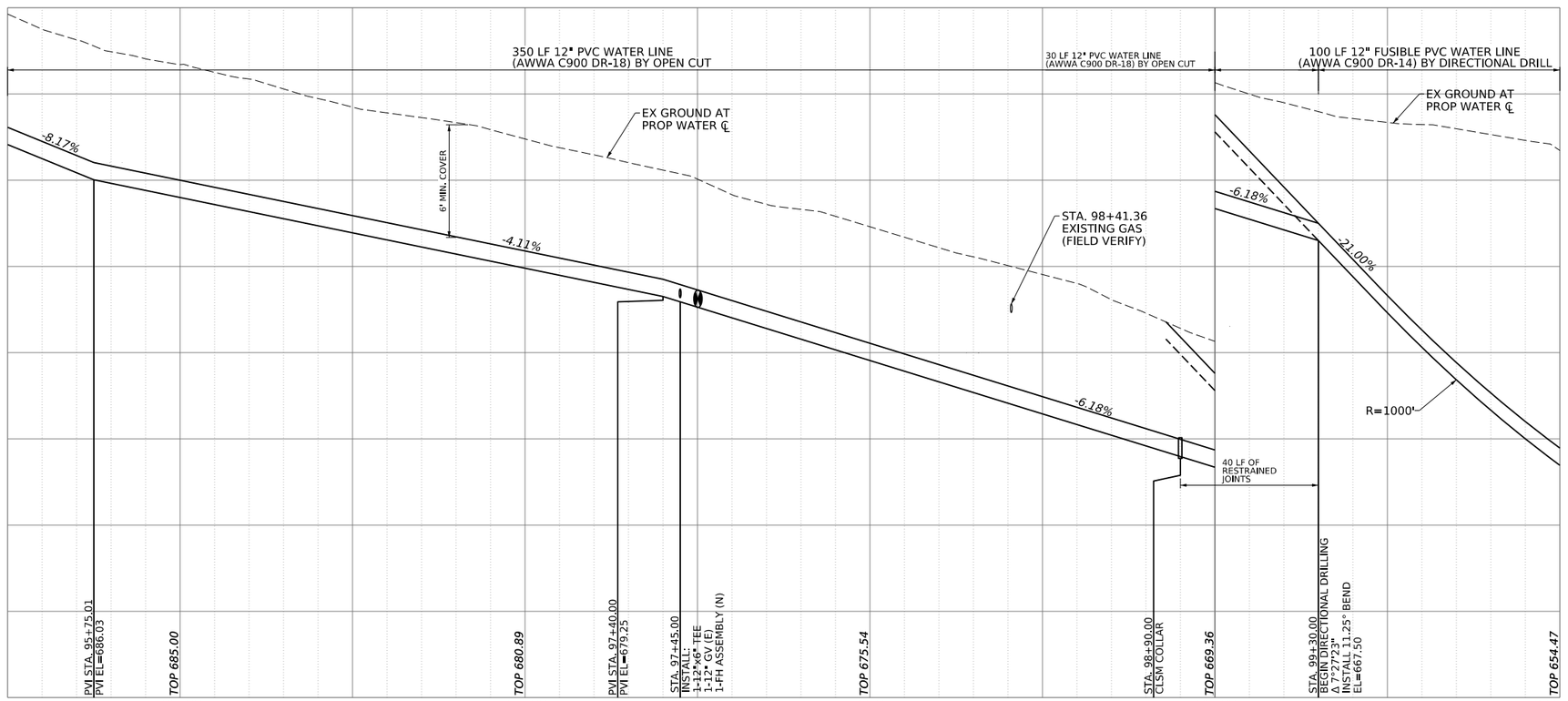
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FM 1461/FRONTIER PKWY



REASON FOR DISPLACEMENT:
EXISTING WATER LINE IS UNDER TXDOT PROPOSED PAVING PER TXDOT ROADWAY DESIGN MANUAL (4.10.18). DISPLACEMENT FROM EXISTING WATER EASEMENT.



CAUTION!!!
EXISTING UNDERGROUND AND OVERHEAD UTILITIES IN THE AREA. 48 HOURS PRIOR TO CONSTRUCTION CONTACT 1-800-DIG-TESS

LEGEND:

- EXISTING 12" WATER LINE
- PROPOSED 12" WATER LINE
- PROPOSED TXDOT ROW
- EXISTING TXDOT ROW
- PROPOSED EASEMENT
- EXISTING EASEMENT
- ABANDONED WATERLINE

NOTES:

1. CONTRACTOR SHALL VERIFY LOCATION AND DEPTH OF ALL UTILITIES PRIOR TO BEGINNING OF CONSTRUCTION.
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   - -STA. 23+96.33- STA. 46+24.97
   - -STA. 80+35.22- STA. 88+46.66
   - -STA. 129+73.75 - STA. 134+90.89
   - -STA. 140+70.76 - STA. 154+38.71
3. WATER LINES MUST BE DISINFECTED IN ACCORDANCE WITH AWWA C651 PRIOR TO BEING IN SERVICE.
4. FIRE PROTECTION MUST BE MAINTAINED AT ALL TIMES DURING CONSTRUCTION FOR ALL SECTIONS OF PIPE TO BE INSTALLED BY REMOVE AND REPLACE.
5. UNLESS OTHERWISE NOTED, ALL 12" WATER SHALL BE AWWA C900 DR-18 (BLUE) AND ALL 8" WATER SHALL BE AWWA C900 DR-14 (BLUE).
6. PROPOSED GAS LINE LOCATIONS ARE STILL BEING FINALIZED BY COSERV.
7. EXISTING SERVICES AND FIRE PROTECTION MUST BE MAINTAINED DURING CONSTRUCTION.
8. CONTRACTOR SHALL MAINTAIN ACCESS TO ALL DRIVES AND CROSS STREETS THROUGHTOUT CONSTRUCTION BY CONSTRUCTING ONE HALF AT A TIME.
9. EXISTING 12" WATER SHOWN PER AS-BUILTS "12 INCH WATER LINE FROM CHANDLER CIRCLE TO WILSON CREEK" AND "CHRISTIE FARMS OFFSITE WATER".
10. BID ITEM 29 INCLUDES THE HYDRANT, ALL FITTINGS, 6" PVC PIPE, AND LEAD PIPE.

Sheets	WL-22
Reimbursable Length of Existing Line (Btwn Ex. & Prop. ROW) to be replaced	441
Non-Reimbursable Length of Existing Line	0
TotalLength of Existing Line	441

N

0 10' 20' 40'
HORIZONTAL SCALE
0 4' 8'
VERTICAL SCALE

NOT FOR CONSTRUCTION
THIS DOCUMENT IS RELEASED FOR THE PURPOSE OF INTERIM REVIEW UNDER THE AUTHORITY OF FAAD, PE #105647 TEXAS NO.: 11.1348 DATE: 9/12/2025 IT IS NOT TO BE USED FOR CONSTRUCTION, BIDDING OR PERMIT PURPOSES.

FREESE AND NICHOLS, INC.
TEXAS REGISTERED ENGINEERING FIRM F-2144
FREESE NICHOLS
6136 Frisco Square Blvd Suite 375
Frisco, TX 75034
Phone - (972) 624-9201
Web - www.freesenc.com

TOWN OF PROSPER, TEXAS

FM 1461 WATER LINE RELOCATION

CIVIL

FM 1461 WATERLINE PLAN & PROFILE
STA 95+50 TO STA 100+00

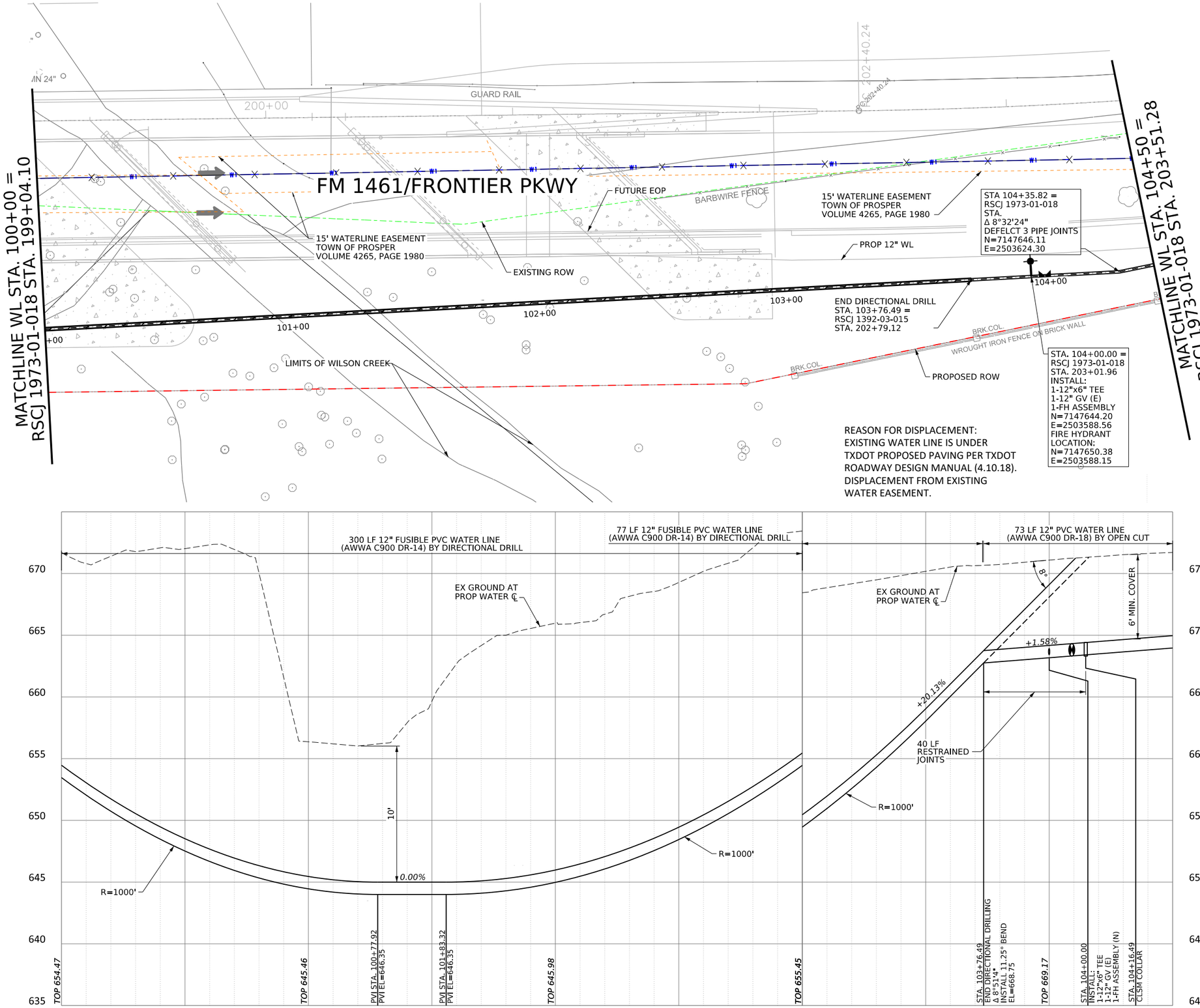
F&N JOB NO.	PRP22659
DATE	SEP 2025
DESIGNED	BCF
DRAWN	KLG
REVISED	KLG
CHECKED	ANC
FILE NAME	1461_WL - Plan 22.dgn

NO.	ISSUES	DATE	BY

VERIFY SCALE Bar is one inch on original drawing. If not one inch on this sheet, adjust scale.
0 1"

SHEET
SEQ.

MicroStation V8 User: 08180 Office:
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Date: 9/3/2025 User: 08180 File: N:\P\Drawings\TxDOT SUA Sheets\3. Demo + P&P\1461_WL - Plan 22.dgn
Plot Scale: 0.16666633 '/in. Model: 1461_WL - Plan 22
Plot Date: 9/3/2025 Project:
Office: $ACCOUNT$ Date:9/3/2026 User:08180 File:N:\P\Drawings\TxDOT SUA Sheets\3. Demo + P&P\1461_WL - Plan 22.dgn



REASON FOR DISPLACEMENT:
EXISTING WATER LINE IS UNDER TXDOT PROPOSED PAVING PER TXDOT ROADWAY DESIGN MANUAL (4.10.18). DISPLACEMENT FROM EXISTING WATER EASEMENT.

CAUTION!!!
EXISTING UNDERGROUND AND OVERHEAD UTILITIES IN THE AREA.
48 HOURS PRIOR TO CONSTRUCTION CONTACT
1-800-DIG-TESS

LEGEND:

- EXISTING 12" WATER LINE
- PROPOSED 12" WATER LINE
- PROPOSED TXDOT ROW
- EXISTING TXDOT ROW
- PROPOSED EASEMENT
- EXISTING EASEMENT
- ABANDONED WATERLINE

NOTES:

1. CONTRACTOR SHALL VERIFY LOCATION AND DEPTH OF ALL UTILITIES PRIOR TO BEGINNING OF CONSTRUCTION.
2. CONTRACTOR SHALL INSTALL AND MAINTAIN SERVICES FOR AREAS THAT THE EXISTING PIPELINE IS BEING REPLACED. WATER SERVICE IS TO BE MAINTAINED DURING CONSTRUCTION. SEE SPECIFICATION 01 35 00 FOR OUTAGE REQUIREMENTS. INSTALL 8" TEMPORARY WATER CONNECTIONS DURING CONSTRUCTION AT LOCATIONS BELOW:
   - -STA. 23+96.33- STA. 46+24.97
   - -STA. 80+35.22- STA. 88+46.66
   - -STA. 129+73.75 - STA. 134+90.89
   - -STA. 140+70.76 - STA. 154+38.71
3. WATER LINES MUST BE DISINFECTED IN ACCORDANCE WITH AWWA C651 PRIOR TO BEING IN SERVICE.
4. FIRE PROTECTION MUST BE MAINTAINED AT ALL TIMES DURING CONSTRUCTION FOR ALL SECTIONS OF PIPE TO BE INSTALLED BY REMOVE AND REPLACE.
5. UNLESS OTHERWISE NOTED, ALL 12" WATER SHALL BE AWWA C900 DR-18 (BLUE) AND ALL 8" WATER SHALL BE AWWA C900 DR-14 (BLUE).
6. PROPOSED GAS LINE LOCATIONS ARE STILL BEING FINALIZED BY COSERV.
7. EXISTING SERVICES AND FIRE PROTECTION MUST BE MAINTAINED DURING CONSTRUCTION.
8. CONTRACTOR SHALL MAINTAIN ACCESS TO ALL DRIVES AND CROSS STREETS THROUGHTOUT CONSTRUCTION BY CONSTRUCTING ONE HALF AT A TIME.
9. EXISTING 12" WATER SHOWN PER AS-BUILTS "12 INCH WATER LINE FROM CHANDLER CIRCLE TO WILSON CREEK" AND "CHRISTIE FARMS OFFSITE WATER".
10. BID ITEM 29 INCLUDES THE HYDRANT, ALL FITTINGS, 6" PVC PIPE, AND LEAD PIPE.

Sheets	WL-23
Reimbursable Length of Existing Line (Btwn Ex. & Prop. ROW) to be replaced	443
Non-Reimbursable Length of Existing Line	0
TotalLength of Existing Line	443

N

0 10' 20' 40'
HORIZONTAL SCALE
0 4' 8'
VERTICAL SCALE

FREESE AND NICHOLS, INC.
TEXAS REGISTERED ENGINEERING FIRM F-2144

NOT FOR CONSTRUCTION
THIS DOCUMENT IS RELEASED FOR THE PURPOSE OF INTERIM REVIEW UNDER THE AUTHORITY OF KEVIN L. GRAHAM, P.E. TEXAS NO. 111348 DATE: 9/12/2025 IT IS NOT TO BE USED FOR CONSTRUCTION, BIDDING OR PERMIT PURPOSES.

FREESE NICHOLS
6136 Frisco Square Blvd Suite 375
Frisco, TX 75034
Phone - (972) 624-9201
Web - www.freesenc.com

TOWN OF PROSPER, TEXAS
FM 1461 WATER LINE RELOCATION
CIVIL
FM 1461 WATERLINE PLAN & PROFILE
STA 100+00 TO STA 104+50

F&N JOB NO.	PRP22659
DATE	SEP 2025
DESIGNED	BCF
DRAWN	KLG
REVISED	KLG
CHECKED	ANC
FILE NAME	1461_WL - Plan 23.dgn

NO.	ISSUES	BY	DATE

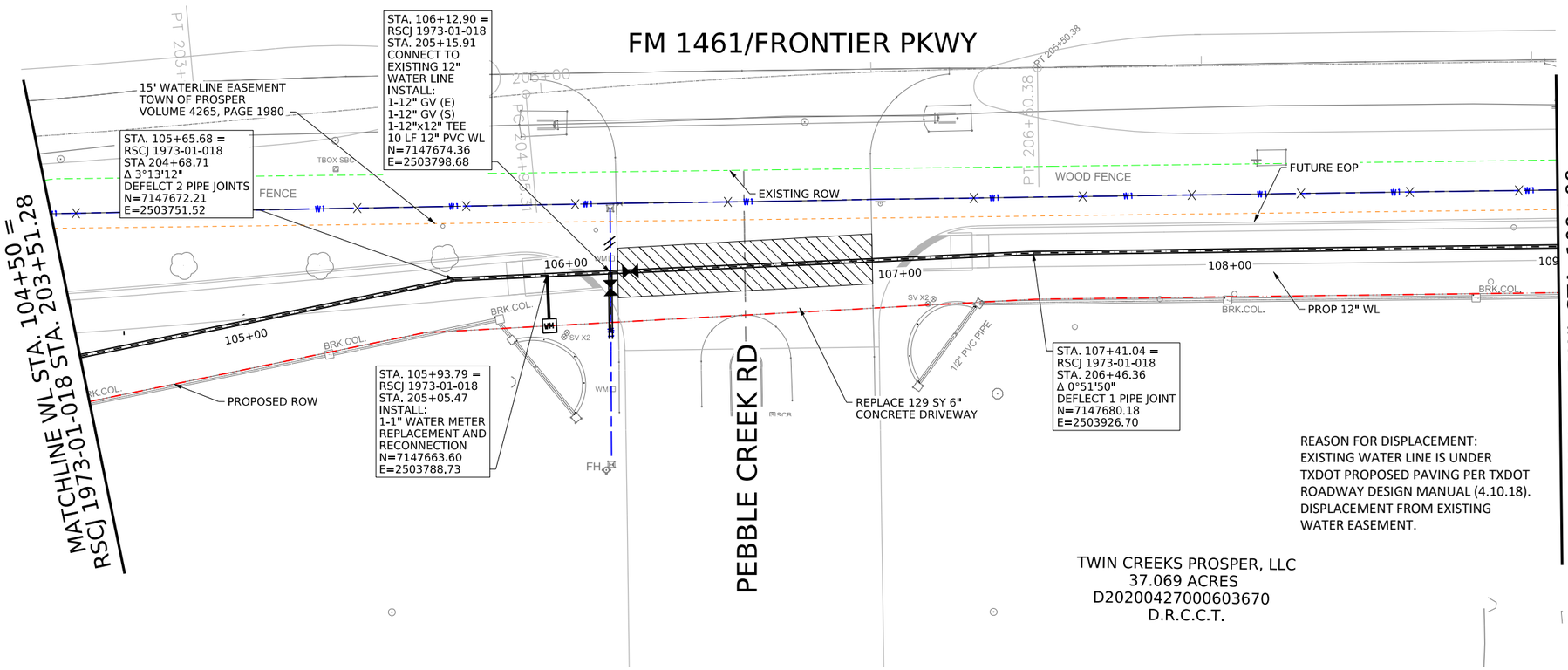
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If not one inch on this sheet, adjust scale.
VERIFY SCALE 0 1"

SHEET
SEQ.

MicroStation V8 User: 08180 Office:
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Plot Date: 9/12/2025
Project

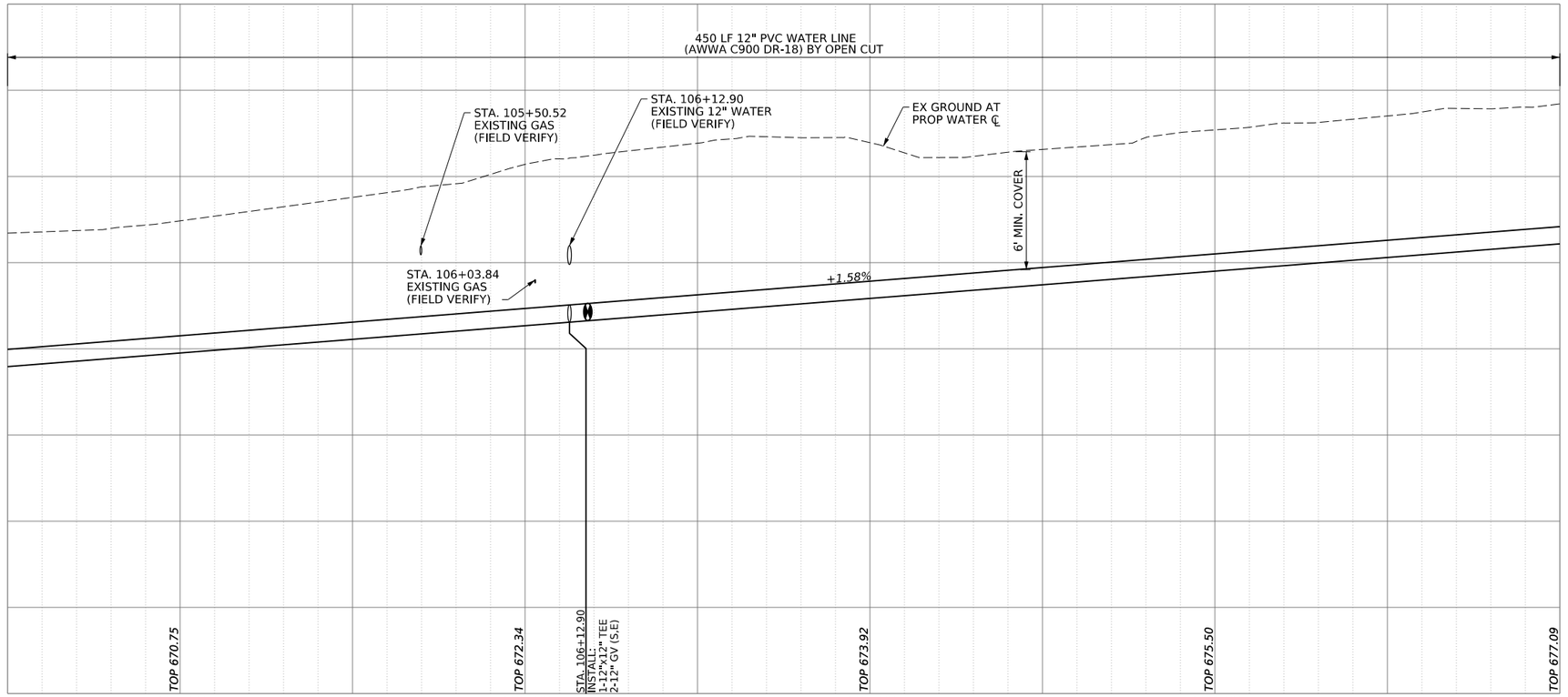
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FM 1461/FRONTIER PKWY



REASON FOR DISPLACEMENT:
EXISTING WATER LINE IS UNDER TXDOT PROPOSED PAVING PER TXDOT ROADWAY DESIGN MANUAL (4.10.18). DISPLACEMENT FROM EXISTING WATER EASEMENT.

TWIN CREEKS PROSPER, LLC
37.069 ACRES
D20200427000603670
D.R.C.C.T.



CAUTION!!!
EXISTING UNDERGROUND AND OVERHEAD UTILITIES IN THE AREA.
48 HOURS PRIOR TO CONSTRUCTION CONTACT
1-800-DIG-TESS

LEGEND:

- EXISTING 12" WATER LINE
- PROPOSED 12" WATER LINE
- PROPOSED TXDOT ROW
- EXISTING TXDOT ROW
- PROPOSED EASEMENT
- EXISTING EASEMENT
- ABANDONED WATERLINE

NOTES:

1. CONTRACTOR SHALL VERIFY LOCATION AND DEPTH OF ALL UTILITIES PRIOR TO BEGINNING OF CONSTRUCTION.
2. CONTRACTOR SHALL INSTALL AND MAINTAIN SERVICES FOR AREAS THAT THE EXISTING PIPELINE IS BEING REPLACED. WATER SERVICE IS TO BE MAINTAINED DURING CONSTRUCTION. SEE SPECIFICATION 01 35 00 FOR OUTAGE REQUIREMENTS. INSTALL 8" TEMPORARY WATER CONNECTIONS DURING CONSTRUCTION AT LOCATIONS BELOW:
   - -STA. 23+96.33- STA. 46+24.97
   - -STA. 80+35.22- STA. 88+46.66
   - -STA. 129+73.75 - STA. 134+90.89
   - -STA. 140+70.76 - STA. 154+38.71
3. WATER LINES MUST BE DISINFECTED IN ACCORDANCE WITH AWWA C651 PRIOR TO BEING IN SERVICE.
4. FIRE PROTECTION MUST BE MAINTAINED AT ALL TIMES DURING CONSTRUCTION FOR ALL SECTIONS OF PIPE TO BE INSTALLED BY REMOVE AND REPLACE.
5. UNLESS OTHERWISE NOTED, ALL 12" WATER SHALL BE AWWA C900 DR-18 (BLUE) AND ALL 8" WATER SHALL BE AWWA C900 DR-14 (BLUE).
6. PROPOSED GAS LINE LOCATIONS ARE STILL BEING FINALIZED BY COSERV.
7. EXISTING SERVICES AND FIRE PROTECTION MUST BE MAINTAINED DURING CONSTRUCTION.
8. CONTRACTOR SHALL MAINTAIN ACCESS TO ALL DRIVES AND CROSS STREETS THROUGHTOUT CONSTRUCTION BY CONSTRUCTING ONE HALF AT A TIME.
9. EXISTING 12" WATER SHOWN PER AS-BUILTS "12 INCH WATER LINE FROM CHANDLER CIRCLE TO WILSON CREEK" AND "CHRISTIE FARMS OFFSITE WATER".
10. BID ITEM 29 INCLUDES THE HYDRANT, ALL FITTINGS, 6" PVC PIPE, AND LEAD PIPE.

Sheets	WL-24
Reimbursable Length of Existing Line (Btwn Ex. & Prop. ROW) to be replaced	456
Non-Reimbursable Length of Existing Line	0
TotalLength of Existing Line	456

N

0 10' 20' 40'
HORIZONTAL SCALE
0 4' 8'
VERTICAL SCALE

TEXAS REGISTERED ENGINEERING FIRM F-2144
FREESE AND NICHOLS, INC.
NOT FOR CONSTRUCTION
THIS DOCUMENT IS RELEASED FOR THE PURPOSE OF INTERIM REVIEW UNDER THE AUTHORITY OF KEVIN L. GRAY, P.E. TEXAS NO. 111348 DATE: 9/12/2025
IT IS NOT TO BE USED FOR CONSTRUCTION, BIDDING OR PERMIT PURPOSES.

FREESE NICHOLS
6136 Frisco Square Blvd Suite 375
Frisco, TX 75034
Phone - (972) 624-9201
Web - www.freesenc.com

TOWN OF PROSPER, TEXAS

FM 1461 WATER LINE RELOCATION

CIVIL

FM 1461 WATERLINE PLAN & PROFILE STA 104+50 TO STA 109+00

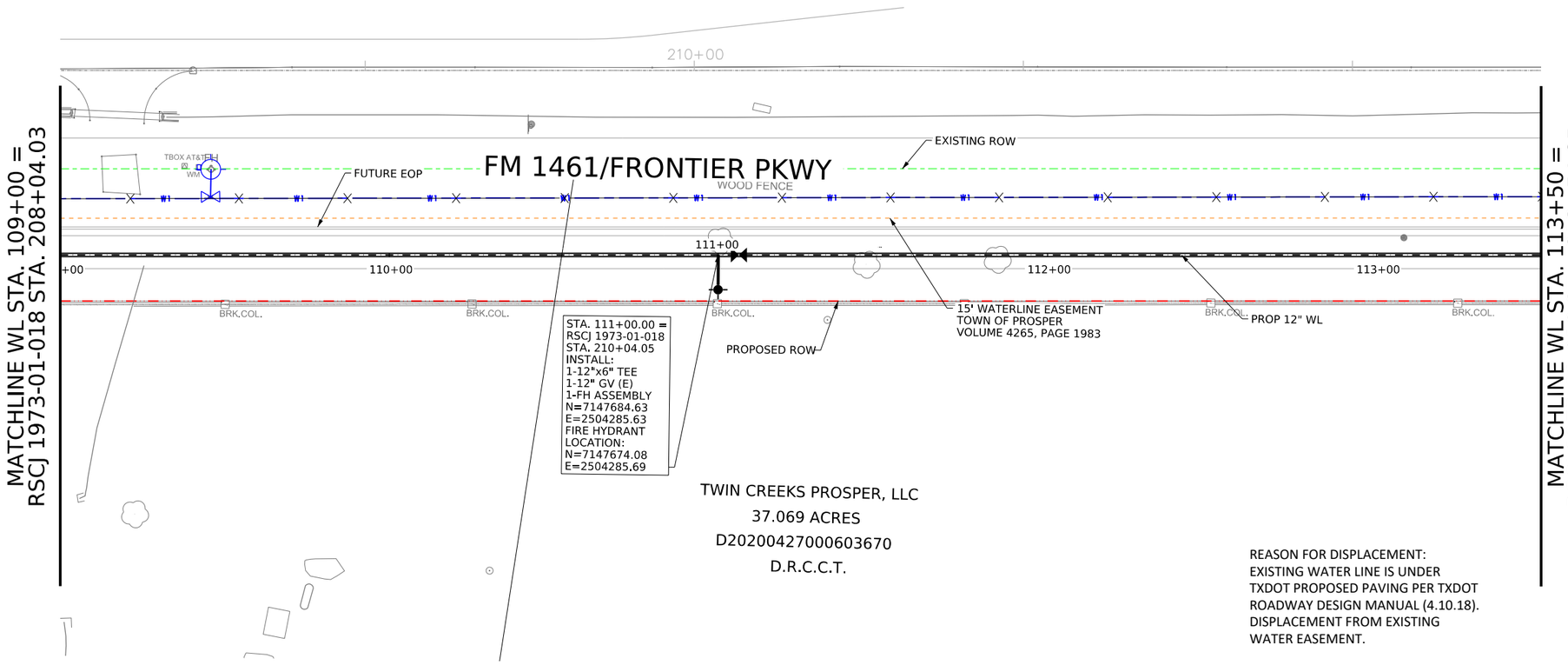
NO.	ISSUES	BY	DATE

F&N JOB NO. PRP22659
DATE SEP 2025
DESIGNED BCF
DRAWN KLG
REVISED
CHECKED ANC
FILE NAME 1461_WL - Plan 24.dgn

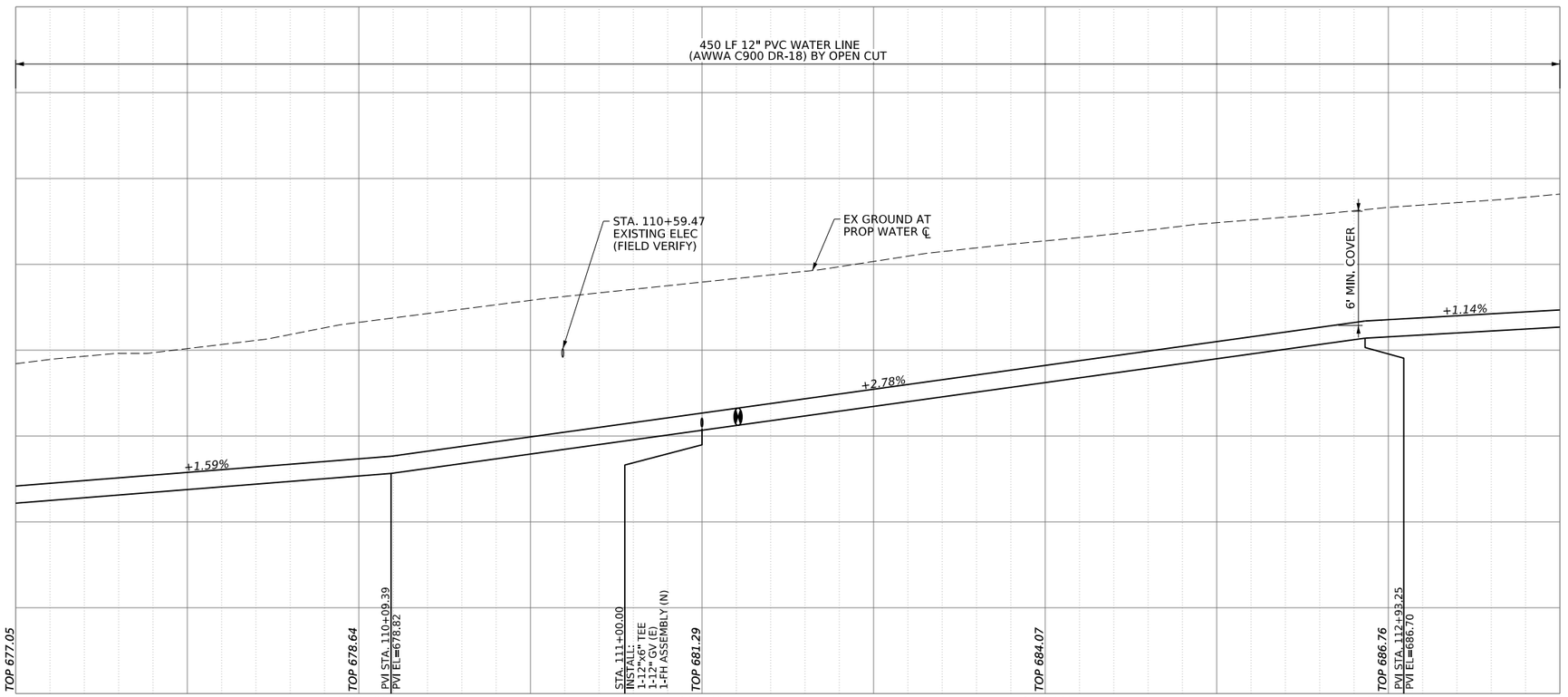
VERIFY SCALE Bar is one inch on original drawing. If not one inch on this sheet, adjust scale.
0 1"

SHEET
SEQ.

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Office: $ACCOUNT$ Date:3/3/2026 User:08180 File:N:\#P\Drawings\TxDOT SUA Sheets\3. Demo + P&P\1461_WL - Plan 24.dgn



REASON FOR DISPLACEMENT:
EXISTING WATER LINE IS UNDER TXDOT PROPOSED PAVING PER TXDOT ROADWAY DESIGN MANUAL (4.10.18). DISPLACEMENT FROM EXISTING WATER EASEMENT.





LEGEND:

- EXISTING 12" WATER LINE
- PROPOSED 12" WATER LINE
- PROPOSED TXDOT ROW
- EXISTING TXDOT ROW
- PROPOSED EASEMENT
- EXISTING EASEMENT
- ABANDONED WATERLINE

NOTES:

1. CONTRACTOR SHALL VERIFY LOCATION AND DEPTH OF ALL UTILITIES PRIOR TO BEGINNING OF CONSTRUCTION.
2. CONTRACTOR SHALL INSTALL AND MAINTAIN SERVICES FOR AREAS THAT THE EXISTING PIPELINE IS BEING REPLACED. WATER SERVICE IS TO BE MAINTAINED DURING CONSTRUCTION. SEE SPECIFICATION 01 35 00 FOR OUTAGE REQUIREMENTS. INSTALL 8" TEMPORARY WATER CONNECTIONS DURING CONSTRUCTION AT LOCATIONS BELOW:
   - -STA. 23+96.33- STA. 46+24.97
   - -STA. 80+35.22- STA. 88+46.66
   - -STA. 129+73.75 - STA. 134+90.89
   - -STA. 140+70.76 - STA. 154+38.71
3. WATER LINES MUST BE DISINFECTED IN ACCORDANCE WITH AWWA C651 PRIOR TO BEING IN SERVICE.
4. FIRE PROTECTION MUST BE MAINTAINED AT ALL TIMES DURING CONSTRUCTION FOR ALL SECTIONS OF PIPE TO BE INSTALLED BY REMOVE AND REPLACE.
5. UNLESS OTHERWISE NOTED, ALL 12" WATER SHALL BE AWWA C900 DR-18 (BLUE) AND ALL 8" WATER SHALL BE AWWA C900 DR-14 (BLUE).
6. PROPOSED GAS LINE LOCATIONS ARE STILL BEING FINALIZED BY COSERV.
7. EXISTING SERVICES AND FIRE PROTECTION MUST BE MAINTAINED DURING CONSTRUCTION.
8. CONTRACTOR SHALL MAINTAIN ACCESS TO ALL DRIVES AND CROSS STREETS THROUGHTOUT CONSTRUCTION BY CONSTRUCTING ONE HALF AT A TIME.
9. EXISTING 12" WATER SHOWN PER AS-BUILTS "12 INCH WATER LINE FROM CHANDLER CIRCLE TO WILSON CREEK" AND "CHRISTIE FARMS OFFSITE WATER".
10. BID ITEM 29 INCLUDES THE HYDRANT, ALL FITTINGS, 6" PVC PIPE, AND LEAD PIPE.

Sheets	WL-25
Reimbursable Length of Existing Line (Btwn Ex. & Prop. ROW) to be replaced	450
Non-Reimbursable Length of Existing Line	0
TotalLength of Existing Line	450

N

0 10' 20' 40'
HORIZONTAL SCALE
0 4' 8'
VERTICAL SCALE

TEXAS REGISTERED ENGINEERING FIRM F-2144

NOT FOR CONSTRUCTION

THIS DOCUMENT IS RELEASED FOR THE PURPOSE OF INTERIM REVIEW UNDER THE AUTHORITY OF ANA C. ARIAS, P.E. TEXAS NO. 111348 DATE: 9/12/2025 IT IS NOT TO BE USED FOR CONSTRUCTION, BIDDING OR PERMIT PURPOSES.

FREESE NICHOLS
6136 Frisco Square Blvd Suite 375
Frisco, TX 75034
Phone - (972) 624-9201
Web - www.freesenichols.com

TOWN OF PROSPER, TEXAS

FM 1461 WATER LINE RELOCATION

CIVIL

FM 1461 WATERLINE PLAN & PROFILE STA 109+00 TO STA 113+50

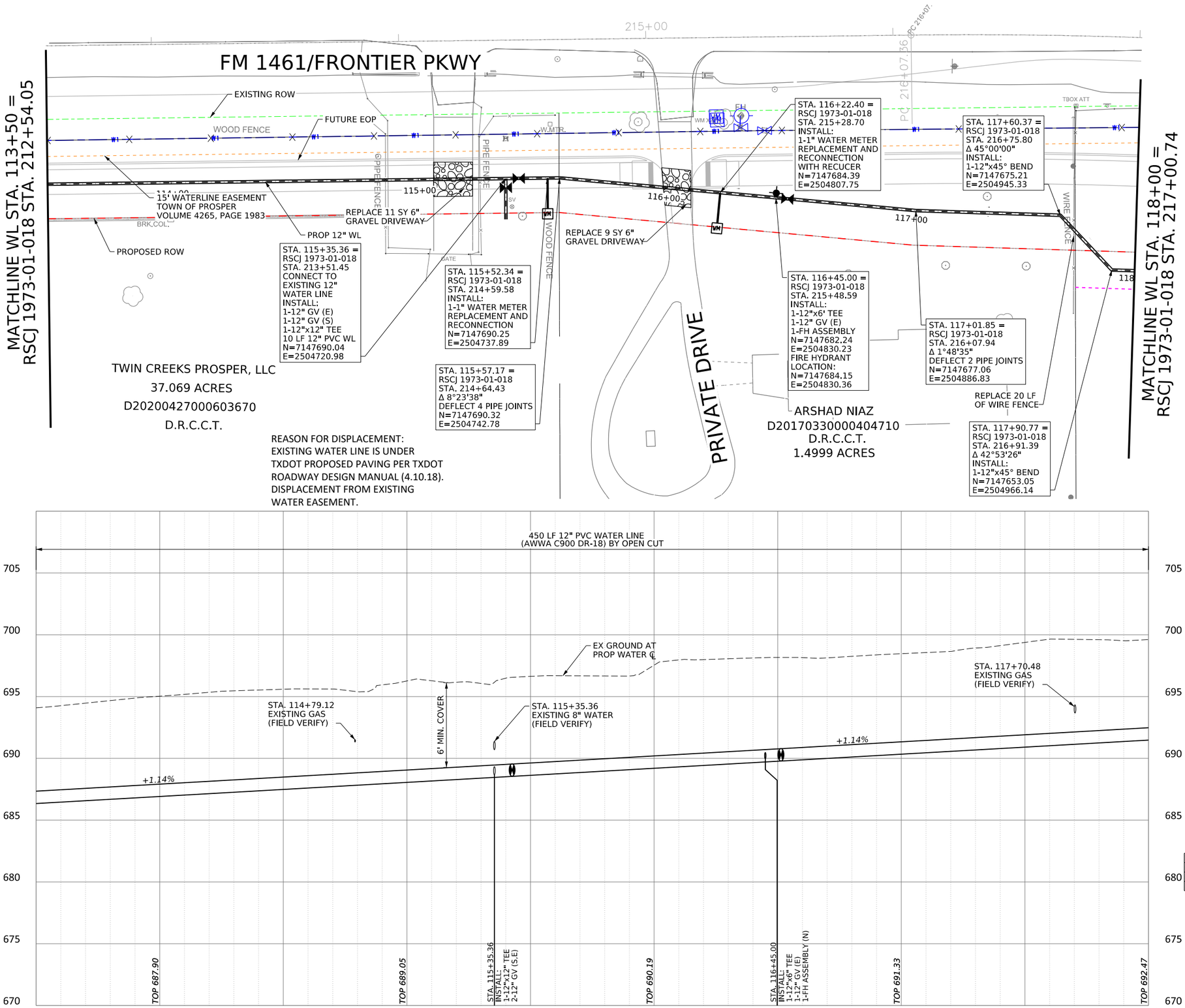
NO.	ISSUES	BY	DATE

F&N JOB NO. PRP22659
DATE SEP 2025
DESIGNED BCF
DRAWN KLG
REVISED
CHECKED ANC
FILE NAME 1461_WL - Plan 25.dgn

VERIFY SCALE Bar is one inch on original drawing. If not one inch on this sheet, adjust scale.
0 1"

SHEET
SEQ.

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CAUTION!!!
EXISTING UNDERGROUND AND
OVERHEAD UTILITIES IN THE AREA.
48 HOURS PRIOR TO
CONSTRUCTION CONTACT
1-800-DIG-TESS

LEGEND:

- EXISTING 12" WATER LINE
- PROPOSED 12" WATER LINE
- PROPOSED TXDOT ROW
- EXISTING TXDOT ROW
- PROPOSED EASEMENT
- EXISTING EASEMENT
- ABANDONED WATERLINE

NOTES:

1. CONTRACTOR SHALL VERIFY LOCATION AND DEPTH OF ALL UTILITIES PRIOR TO BEGINNING OF CONSTRUCTION.
2. CONTRACTOR SHALL INSTALL AND MAINTAIN SERVICES FOR AREAS THAT THE EXISTING PIPELINE IS BEING REPLACED. WATER SERVICE IS TO BE MAINTAINED DURING CONSTRUCTION. SEE SPECIFICATION 01 35 00 FOR OUTAGE REQUIREMENTS. INSTALL 8" TEMPORARY WATER CONNECTIONS DURING CONSTRUCTION AT LOCATIONS BELOW:
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   - -STA. 80+35.22- STA. 88+46.66
   - -STA. 129+73.75 - STA. 134+90.89
   - -STA. 140+70.76 - STA. 154+38.71
3. WATER LINES MUST BE DISINFECTED IN ACCORDANCE WITH AWWA C651 PRIOR TO BEING IN SERVICE.
4. FIRE PROTECTION MUST BE MAINTAINED AT ALL TIMES DURING CONSTRUCTION FOR ALL SECTIONS OF PIPE TO BE INSTALLED BY REMOVE AND REPLACE.
5. UNLESS OTHERWISE NOTED, ALL 12" WATER SHALL BE AWWA C900 DR-18 (BLUE) AND ALL 8" WATER SHALL BE AWWA C900 DR-14 (BLUE).
6. PROPOSED GAS LINE LOCATIONS ARE STILL BEING FINALIZED BY COSERV.
7. EXISTING SERVICES AND FIRE PROTECTION MUST BE MAINTAINED DURING CONSTRUCTION.
8. CONTRACTOR SHALL MAINTAIN ACCESS TO ALL DRIVES AND CROSS STREETS THROUGHTOUT CONSTRUCTION BY CONSTRUCTING ONE HALF AT A TIME.
9. EXISTING 12" WATER SHOWN PER AS-BUILTS "12 INCH WATER LINE FROM CHANDLER CIRCLE TO WILSON CREEK" AND "CHRISTIE FARMS OFFSITE WATER".
10. BID ITEM 29 INCLUDES THE HYDRANT, ALL FITTINGS, 6" PVC PIPE, AND LEAD PIPE.

Sheets	WL-26
Reimbursable Length of Existing Line (Btwn Ex. & Prop. ROW) to be replaced	442
Non-Reimbursable Length of Existing Line	0
TotalLength of Existing Line	442

N

HORIZONTAL SCALE 0 10' 20' 40'

VERTICAL SCALE 0 4' 8'

FREESE AND NICHOLS, INC.
TEXAS REGISTERED ENGINEERING FIRM F-2144

NOT FOR CONSTRUCTION

THIS DOCUMENT IS RELEASED FOR THE PURPOSE OF INTERIM REVIEW UNDER THE AUTHORITY OF ANDREW C. NICOLL, TEXAS NO. 111348 DATE: 9/12/2025 IT IS NOT TO BE USED FOR CONSTRUCTION, BIDDING OR PERMIT PURPOSES.

FREESE NICHOLS
6136 Frisco Square Blvd Suite 375
Frisco, TX 75034
Phone - (972) 624-9201
Web - www.freese.com

TOWN OF PROSPER, TEXAS

FM 1461 WATER LINE RELOCATION

CIVIL

FM 1461 WATERLINE PLAN & PROFILE
STA 113+50 TO STA 118+00

F&N JOB NO.	PRP22655
DATE	SEP 2025
DESIGNED	BCF
DRAWN	KLG
REVISED	KLG
CHECKED	ANC
FILE NAME	1461_WL - Plan 26.dgn

NO.	ISSUES	BY	DATE

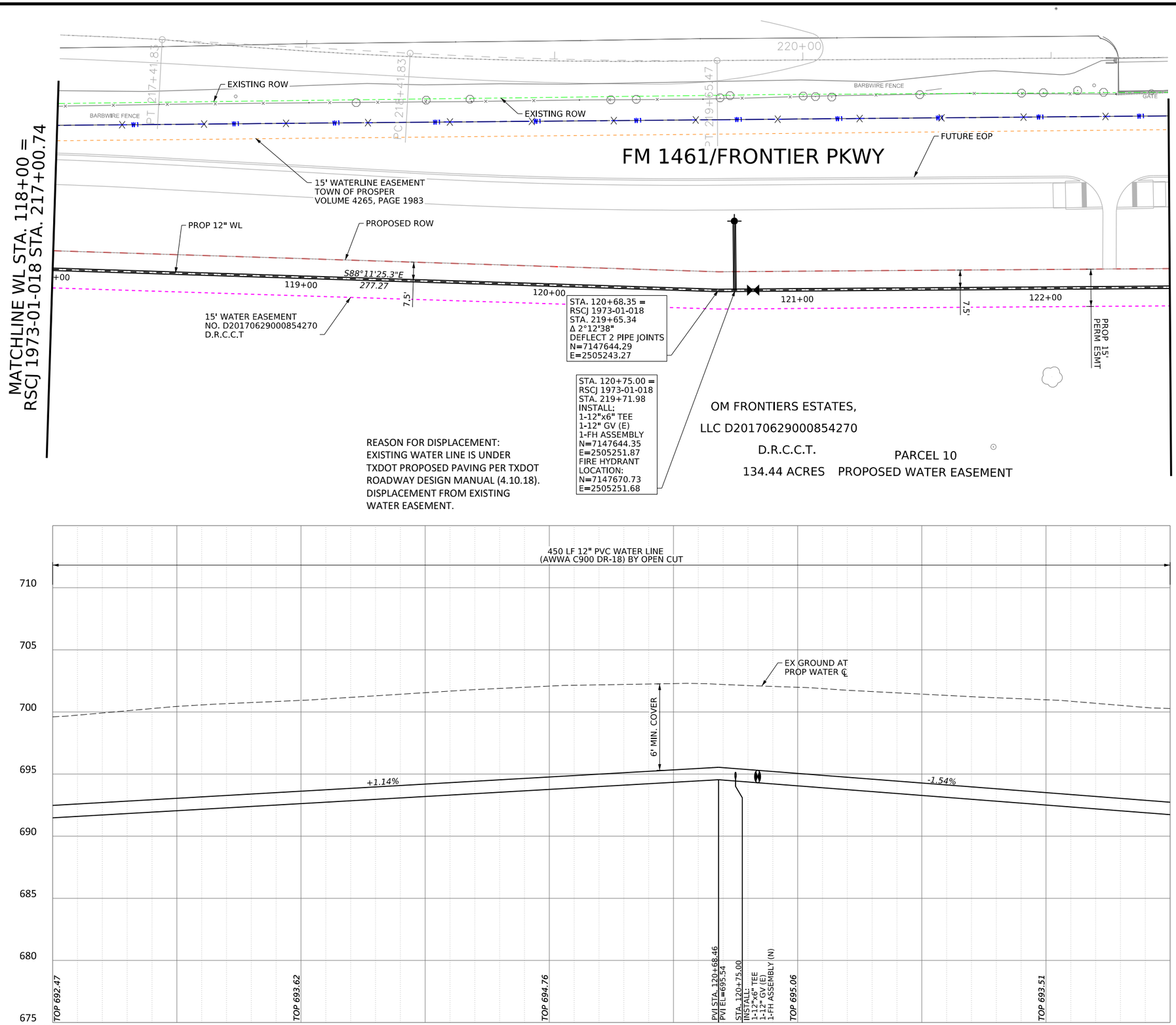
VERIFY SCALE Bar is one inch on original drawing. If not one inch on this sheet, adjust scale.

SHEET

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Date: 3/3/2026
Projects

Office: $ACCOUNT$ Date:3/3/2026 User:08180 File: N:\#P\Drawings\TxDOT SUA Sheets\3. Demo + P&P\1461_WL - Plan 26.dgn



CAUTION!!!
EXISTING UNDERGROUND AND OVERHEAD UTILITIES IN THE AREA. 48 HOURS PRIOR TO CONSTRUCTION CONTACT 1-800-DIG-TESS

LEGEND:

- EXISTING 12" WATER LINE
- PROPOSED 12" WATER LINE
- PROPOSED TXDOT ROW
- EXISTING TXDOT ROW
- PROPOSED EASEMENT
- EXISTING EASEMENT
- ABANDONED WATERLINE

NOTES:

1. CONTRACTOR SHALL VERIFY LOCATION AND DEPTH OF ALL UTILITIES PRIOR TO BEGINNING OF CONSTRUCTION.
2. CONTRACTOR SHALL INSTALL AND MAINTAIN SERVICES FOR AREAS THAT THE EXISTING PIPELINE IS BEING REPLACED. WATER SERVICE IS TO BE MAINTAINED DURING CONSTRUCTION. SEE SPECIFICATION 01 35 00 FOR OUTAGE REQUIREMENTS. INSTALL 8" TEMPORARY WATER CONNECTIONS DURING CONSTRUCTION AT LOCATIONS BELOW:
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   - -STA. 80+35.22- STA. 88+46.66
   - -STA. 129+73.75 - STA. 134+90.89
   - -STA. 140+70.76 - STA. 154+38.71
3. WATER LINES MUST BE DISINFECTED IN ACCORDANCE WITH AWWA C651 PRIOR TO BEING IN SERVICE.
4. FIRE PROTECTION MUST BE MAINTAINED AT ALL TIMES DURING CONSTRUCTION FOR ALL SECTIONS OF PIPE TO BE INSTALLED BY REMOVE AND REPLACE.
5. UNLESS OTHERWISE NOTED, ALL 12" WATER SHALL BE AWWA C900 DR-18 (BLUE) AND ALL 8" WATER SHALL BE AWWA C900 DR-14 (BLUE).
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8. CONTRACTOR SHALL MAINTAIN ACCESS TO ALL DRIVES AND CROSS STREETS THROUGHTOUT CONSTRUCTION BY CONSTRUCTING ONE HALF AT A TIME.
9. EXISTING 12" WATER SHOWN PER AS-BUILTS "12 INCH WATER LINE FROM CHANDLER CIRCLE TO WILSON CREEK" AND "CHRISTIE FARMS OFFSITE WATER".
10. BID ITEM 29 INCLUDES THE HYDRANT, ALL FITTINGS, 6" PVC PIPE, AND LEAD PIPE.

Sheets	WL-27
Reimbursable Length of Existing Line (Btwn Ex. & Prop. ROW) to be replaced	447
Non-Reimbursable Length of Existing Line	0
TotalLength of Existing Line	447

N

0 10' 20' 40'
HORIZONTAL SCALE
0 4' 8'
VERTICAL SCALE

TEXAS REGISTERED ENGINEERING FIRM F-2144
FREESE AND NICHOLS, INC.
ALL RIGHTS RESERVED. COPYRIGHT 2025

NOT FOR CONSTRUCTION

THIS DOCUMENT IS RELEASED FOR THE PURPOSE OF INTERIM REVIEW UNDER THE AUTHORITY OF BRIAN K. CARLSON, P.E. TEXAS NO. 111348 DATE: 9/12/2025 IT IS NOT TO BE USED FOR CONSTRUCTION, BIDDING OR PERMIT PURPOSES.

FREESE NICHOLS
6136 Frisco Square Blvd Suite 375
Frisco, TX 75034
Phone - (972) 624-9201
Web - www.freesenc.com

TOWN OF PROSPER, TEXAS

FM 1461 WATER LINE RELOCATION

CIVIL

FM 1461 WATERLINE PLAN & PROFILE
STA 118+00 TO STA 122+50

F&N JOB NO.	PRP22659
DATE	SEP 2025
DESIGNED	BCF
DRAWN	KLG
REVISED	KLG
CHECKED	ANC
FILE NAME	1461_WL - Plan 27.dgn

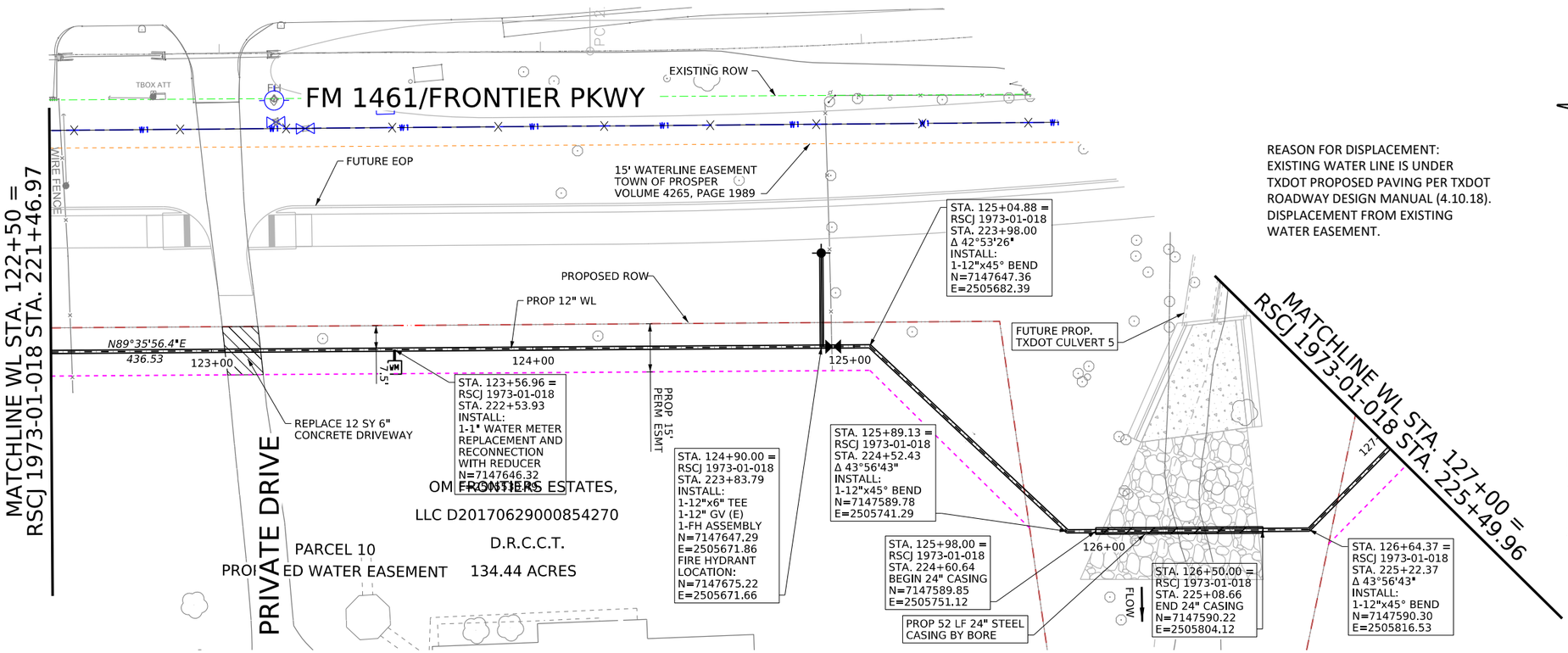
NO.	ISSUES	BY	DATE

Bar is one inch on original drawing.
If not one inch on this sheet, adjust scale.
VERIFY SCALE 0 1"

SHEET
SEQ.

MicroStation V8 User: 08180 Office:
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Model: 1461_WL - Plan 27
Project:
Plot Scale: 0.166666633 '/in.
Date: 2/3/2026

Office: $ACCOUNT$ Date:2/3/2026 User:08180 File:N:\P\Drawings\TxDOT SUA Sheets\3. Demo + P&P\1461_WL - Plan 27.dgn



REASON FOR DISPLACEMENT:
EXISTING WATER LINE IS UNDER TXDOT PROPOSED PAVING PER TXDOT ROADWAY DESIGN MANUAL (4.10.18). DISPLACEMENT FROM EXISTING WATER EASEMENT.

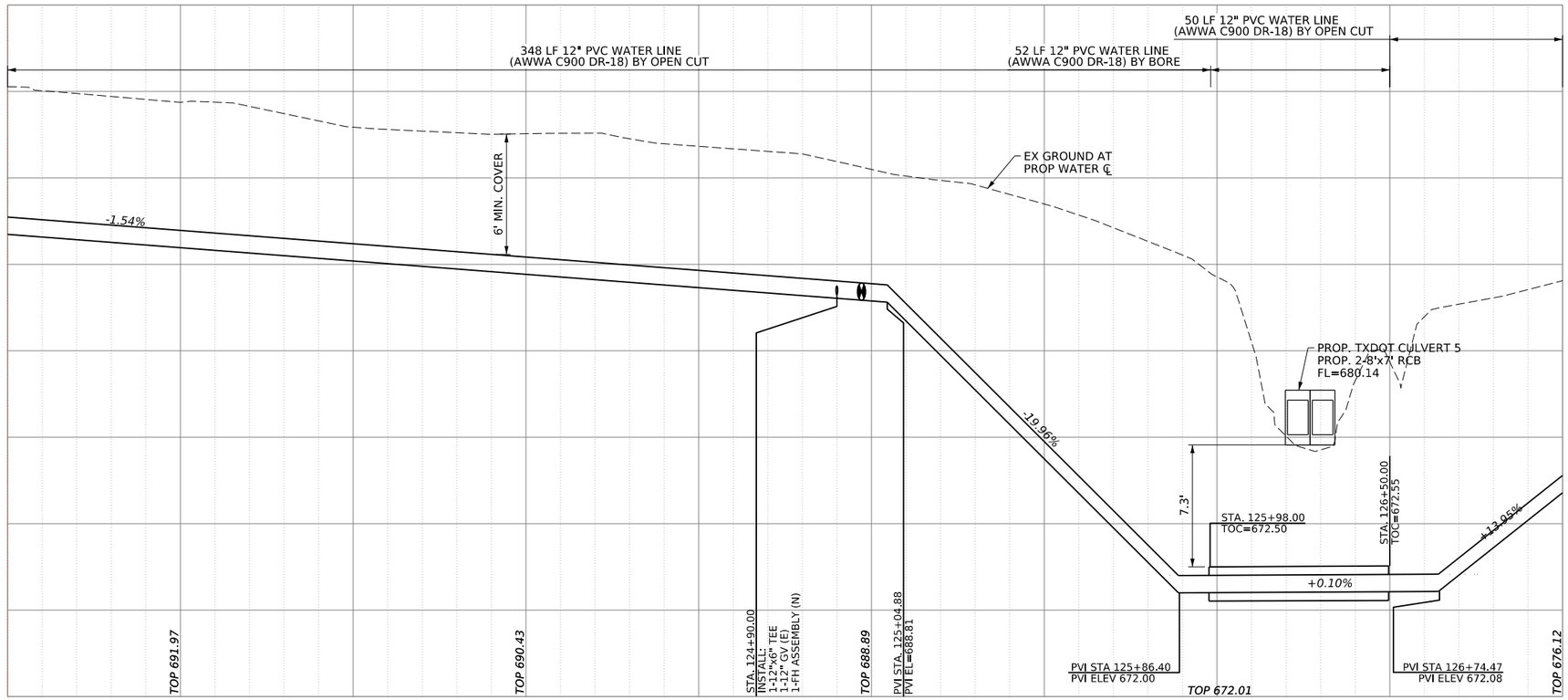
CAUTION!!!
EXISTING UNDERGROUND AND OVERHEAD UTILITIES IN THE AREA. 48 HOURS PRIOR TO CONSTRUCTION CONTACT 1-800-DIG-TESS

LEGEND:

- EXISTING 12" WATER LINE
- PROPOSED 12" WATER LINE
- PROPOSED TXDOT ROW
- EXISTING TXDOT ROW
- PROPOSED EASEMENT
- EXISTING EASEMENT
- ABANDONED WATERLINE

NOTES:

1. CONTRACTOR SHALL VERIFY LOCATION AND DEPTH OF ALL UTILITIES PRIOR TO BEGINNING OF CONSTRUCTION.
2. CONTRACTOR SHALL INSTALL AND MAINTAIN SERVICES FOR AREAS THAT THE EXISTING PIPELINE IS BEING REPLACED. WATER SERVICE IS TO BE MAINTAINED DURING CONSTRUCTION. SEE SPECIFICATION 01 35 00 FOR OUTAGE REQUIREMENTS. INSTALL 8" TEMPORARY WATER CONNECTIONS DURING CONSTRUCTION AT LOCATIONS BELOW:
   - -STA. 23+96.33- STA. 46+24.97
   - -STA. 80+35.22- STA. 88+46.66
   - -STA. 129+73.75 - STA. 134+90.89
   - -STA. 140+70.76 - STA. 154+38.71
3. WATER LINES MUST BE DISINFECTED IN ACCORDANCE WITH AWWA C651 PRIOR TO BEING IN SERVICE.
4. FIRE PROTECTION MUST BE MAINTAINED AT ALL TIMES DURING CONSTRUCTION FOR ALL SECTIONS OF PIPE TO BE INSTALLED BY REMOVE AND REPLACE.
5. UNLESS OTHERWISE NOTED, ALL 12" WATER SHALL BE AWWA C900 DR-18 (BLUE) AND ALL 8" WATER SHALL BE AWWA C900 DR-14 (BLUE).
6. PROPOSED GAS LINE LOCATIONS ARE STILL BEING FINALIZED BY COSERV.
7. EXISTING SERVICES AND FIRE PROTECTION MUST BE MAINTAINED DURING CONSTRUCTION.
8. CONTRACTOR SHALL MAINTAIN ACCESS TO ALL DRIVES AND CROSS STREETS THROUGHTOUT CONSTRUCTION BY CONSTRUCTING ONE HALF AT A TIME.
9. EXISTING 12" WATER SHOWN PER AS-BUILTS "12 INCH WATER LINE FROM CHANDLER CIRCLE TO WILSON CREEK" AND "CHRISTIE FARMS OFFSITE WATER".
10. BID ITEM 29 INCLUDES THE HYDRANT, ALL FITTINGS, 6" PVC PIPE, AND LEAD PIPE.



Sheets	WL-28
Reimbursable Length of Existing Line (Btwn Ex. & Prop. ROW) to be replaced	314
Non-Reimbursable Length of Existing Line	0
TotalLength of Existing Line	314

N

0 10' 20' 40' HORIZONTAL SCALE

0 4' 8' VERTICAL SCALE

FREESE AND NICHOLS, INC.
TEXAS REGISTERED ENGINEERING FIRM F-2144

NOT FOR CONSTRUCTION

THIS DOCUMENT IS RELEASED FOR THE PURPOSE OF INTERIM REVIEW UNDER THE AUTHORITY OF JAMES C. COX, P.E. TEXAS NO. 111348 DATE: 9/12/2025 IT IS NOT TO BE USED FOR CONSTRUCTION, BIDDING OR PERMIT PURPOSES.

FREESE NICHOLS
6136 Frisco Square Blvd Suite 375
Frisco, TX 75034
Phone - (972) 624-9201
Web - www.freesenc.com

TOWN OF PROSPER, TEXAS

FM 1461 WATER LINE RELOCATION

CIVIL

FM 1461 WATERLINE PLAN & PROFILE
STA 122+50 TO STA 127+00

F&N JOB NO.	PRP22655
DATE	SEP 2025
DESIGNED	BCF
DRAWN	KLG
REVISED	KLG
CHECKED	ANC

NO.	ISSUES	BY	DATE

FILE NAME 1461_WL - Plan 28.dgn

VERIFY SCALE Bar is one inch on original drawing. If not one inch on this sheet, adjust scale.

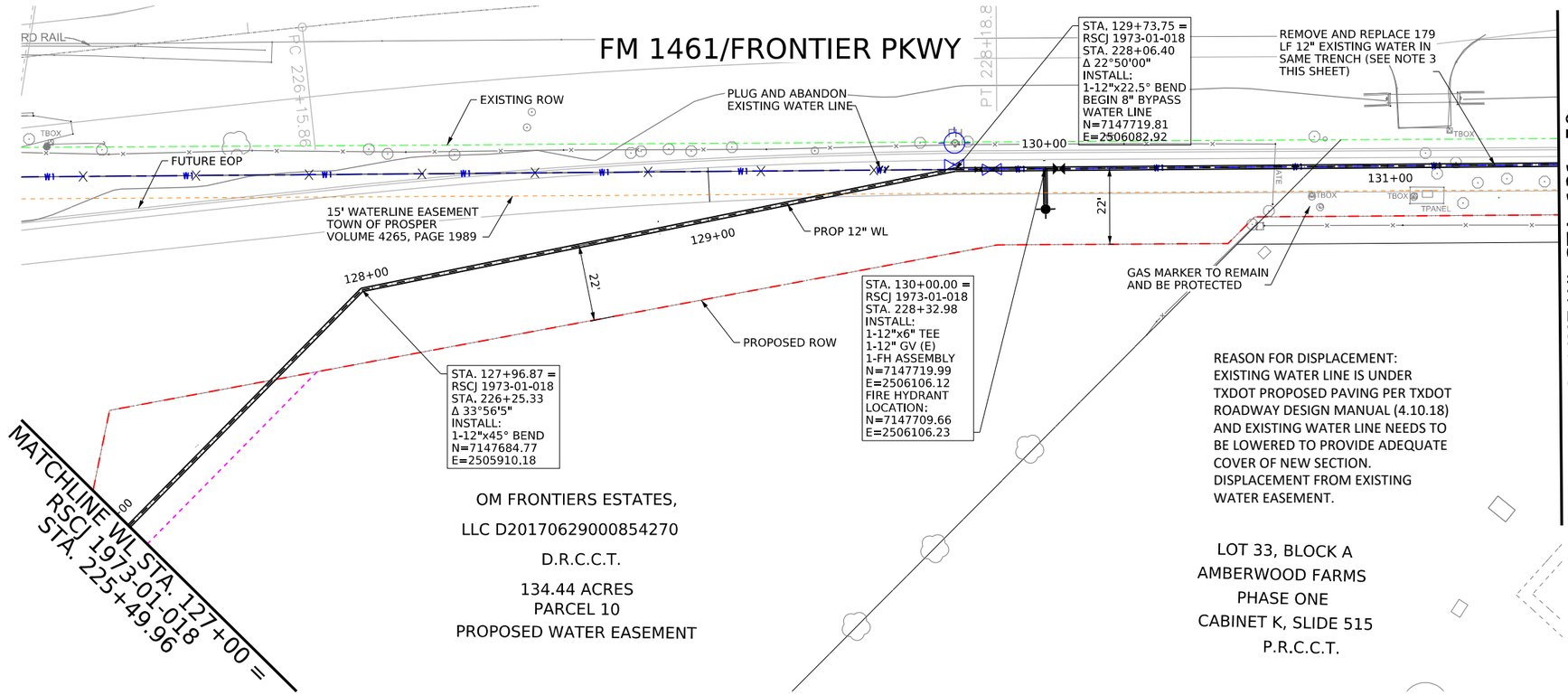
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MicroStation V8 User: 08180 Office:
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Plot Scale: 0.166666633 '/in.
Date: 2/3/2026

Office: $ACCOUNT$ Date:2/3/2026 User:08180 File:N:\P\Drawings\TxDOT SUA Sheets\3. Demo + P&P\1461_WL - Plan 28.dgn

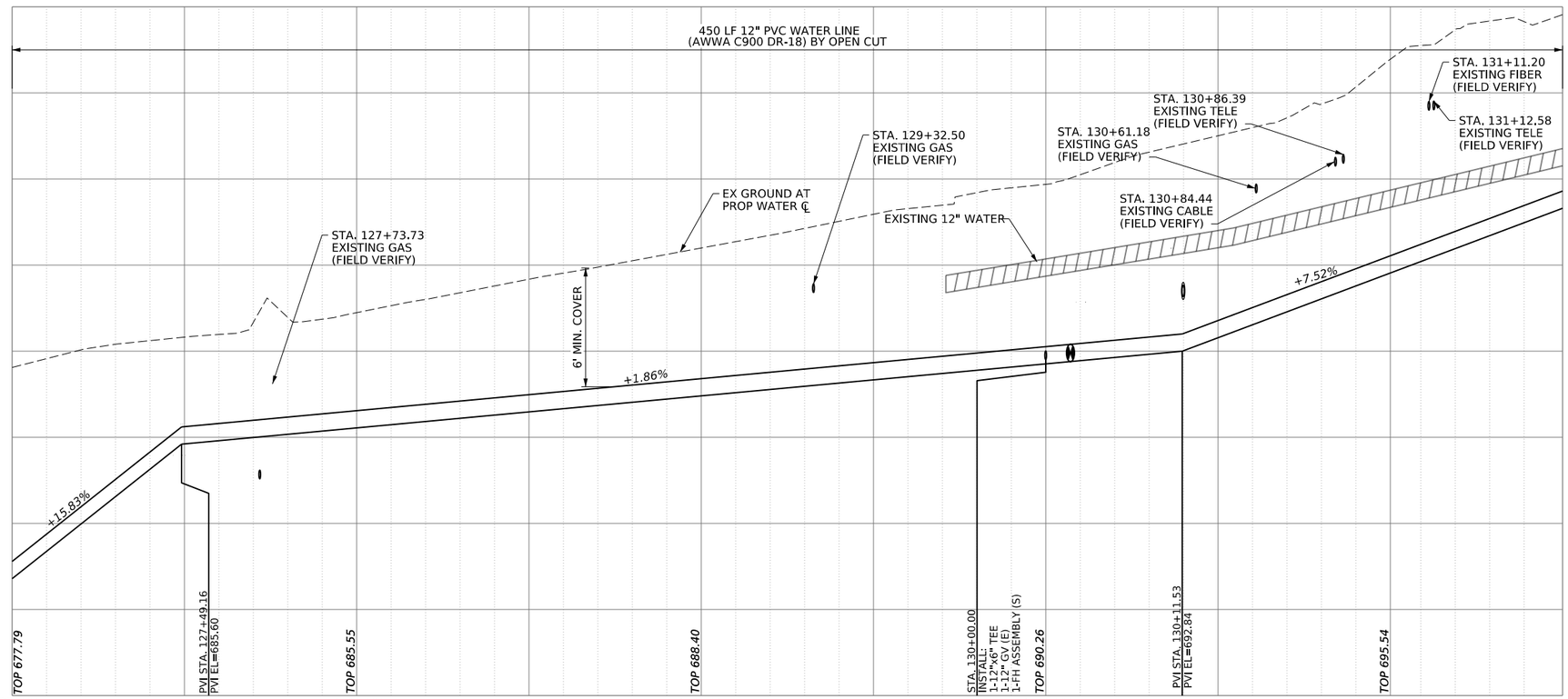
FM 1461/FRONTIER PKWY



OM FRONTIERS ESTATES,
LLC D20170629000854270
D.R.C.C.T.
134.44 ACRES
PARCEL 10
PROPOSED WATER EASEMENT

LOT 33, BLOCK A
AMBERWOOD FARMS
PHASE ONE
CABINET K, SLIDE 515
P.R.C.C.T.

REASON FOR DISPLACEMENT:
EXISTING WATER LINE IS UNDER TXDOT PROPOSED PAVING PER TXDOT ROADWAY DESIGN MANUAL (4.10.18) AND EXISTING WATER LINE NEEDS TO BE LOWERED TO PROVIDE ADEQUATE COVER OF NEW SECTION. DISPLACEMENT FROM EXISTING WATER EASEMENT.



Sheets	WL-29
Reimbursable Length of Existing Line (Btwn Ex. & Prop. ROW) to be replaced	450
Non-Reimbursable Length of Existing Line	0
TotalLength of Existing Line	450



0 10' 20' 40'
HORIZONTAL SCALE
0 4' 8'
VERTICAL SCALE

CAUTION!!!
EXISTING UNDERGROUND AND OVERHEAD UTILITIES IN THE AREA.
48 HOURS PRIOR TO CONSTRUCTION CONTACT 1-800-DIG-TESS

LEGEND:

- EXISTING 12" WATER LINE
- PROPOSED 12" WATER LINE
- PROPOSED TXDOT ROW
- EXISTING TXDOT ROW
- PROPOSED EASEMENT
- EXISTING EASEMENT
- ABANDONED WATERLINE

NOTES:

1. CONTRACTOR SHALL VERIFY LOCATION AND DEPTH OF ALL UTILITIES PRIOR TO BEGINNING OF CONSTRUCTION.
2. CONTRACTOR SHALL INSTALL AND MAINTAIN SERVICES FOR AREAS THAT THE EXISTING PIPELINE IS BEING REPLACED. WATER SERVICE IS TO BE MAINTAINED DURING CONSTRUCTION. SEE SPECIFICATION 01 35 00 FOR OUTAGE REQUIREMENTS. INSTALL 8" TEMPORARY WATER CONNECTIONS DURING CONSTRUCTION AT LOCATIONS BELOW:
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   - -STA. 129+73.75 - STA. 134+90.89
   - -STA. 140+70.76 - STA. 154+38.71
3. WATER LINES MUST BE DISINFECTED IN ACCORDANCE WITH AWWA C651 PRIOR TO BEING IN SERVICE.
4. FIRE PROTECTION MUST BE MAINTAINED AT ALL TIMES DURING CONSTRUCTION FOR ALL SECTIONS OF PIPE TO BE INSTALLED BY REMOVE AND REPLACE.
5. UNLESS OTHERWISE NOTED, ALL 12" WATER SHALL BE AWWA C900 DR-18 (BLUE) AND ALL 8" WATER SHALL BE AWWA C900 DR-14 (BLUE).
6. PROPOSED GAS LINE LOCATIONS ARE STILL BEING FINALIZED BY COSERV.
7. EXISTING SERVICES AND FIRE PROTECTION MUST BE MAINTAINED DURING CONSTRUCTION.
8. CONTRACTOR SHALL MAINTAIN ACCESS TO ALL DRIVES AND CROSS STREETS THROUGHTOUT CONSTRUCTION BY CONSTRUCTING ONE HALF AT A TIME.
9. EXISTING 12" WATER SHOWN PER AS-BUILTS "12 INCH WATER LINE FROM CHANDLER CIRCLE TO WILSON CREEK" AND "CHRISTIE FARMS OFFSITE WATER".
10. BID ITEM 29 INCLUDES THE HYDRANT, ALL FITTINGS, 6" PVC PIPE, AND LEAD PIPE.

TEXAS REGISTERED ENGINEERING FIRM F-2144
FREESE AND NICHOLS, INC.
NOT FOR CONSTRUCTION
THIS DOCUMENT IS RELEASED FOR THE PURPOSE OF INTERIM REVIEW UNDER THE AUTHORITY OF KELLY L. GRAY, P.E. TEXAS NO. 111348 DATE: 9/12/2025 IT IS NOT TO BE USED FOR CONSTRUCTION, BIDDING OR PERMIT PURPOSES.

FREESE NICHOLS
6136 Frisco Square Blvd Suite 375
Frisco, TX 75034
Phone - (972) 624-9201
Web - www.freesenc.com

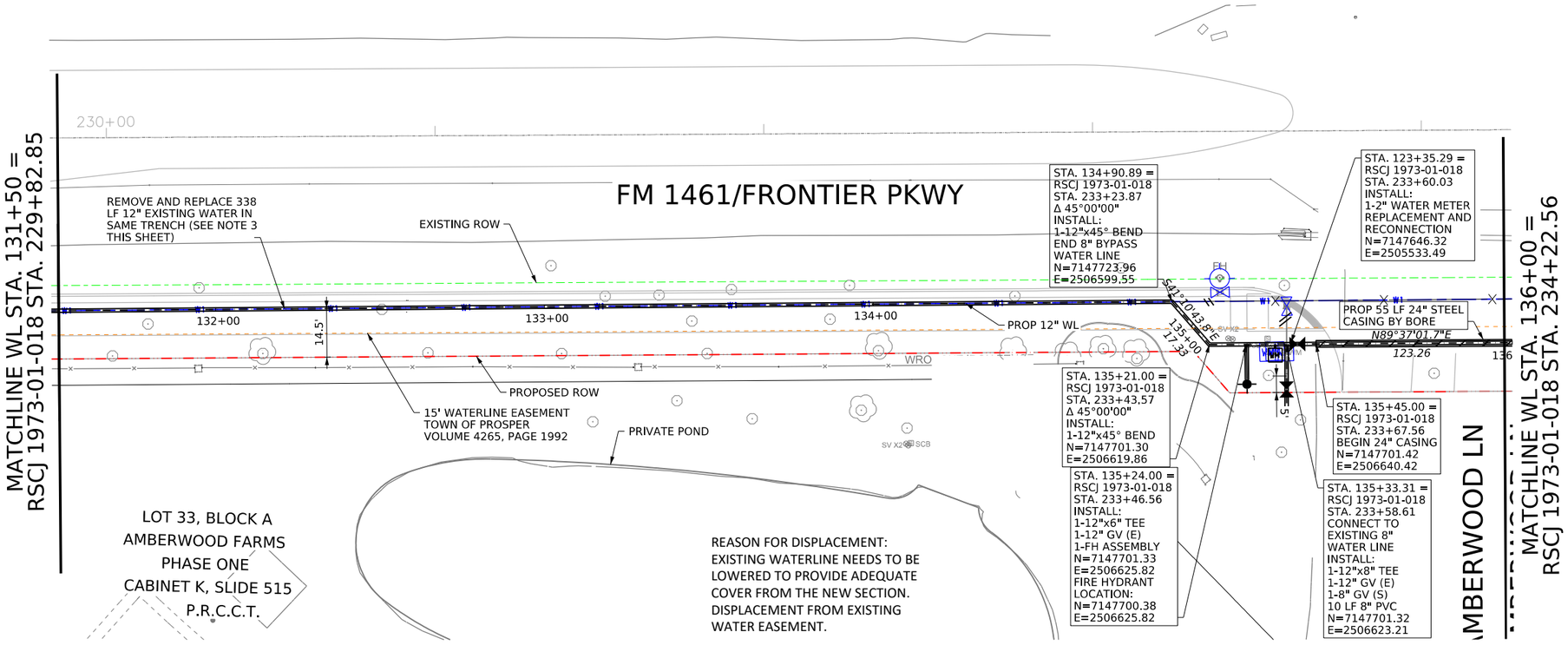
TOWN OF PROSPER, TEXAS
FM 1461 WATER LINE RELOCATION
CIVIL
FM 1461 WATERLINE PLAN & PROFILE
STA 127+00 TO STA 131+50

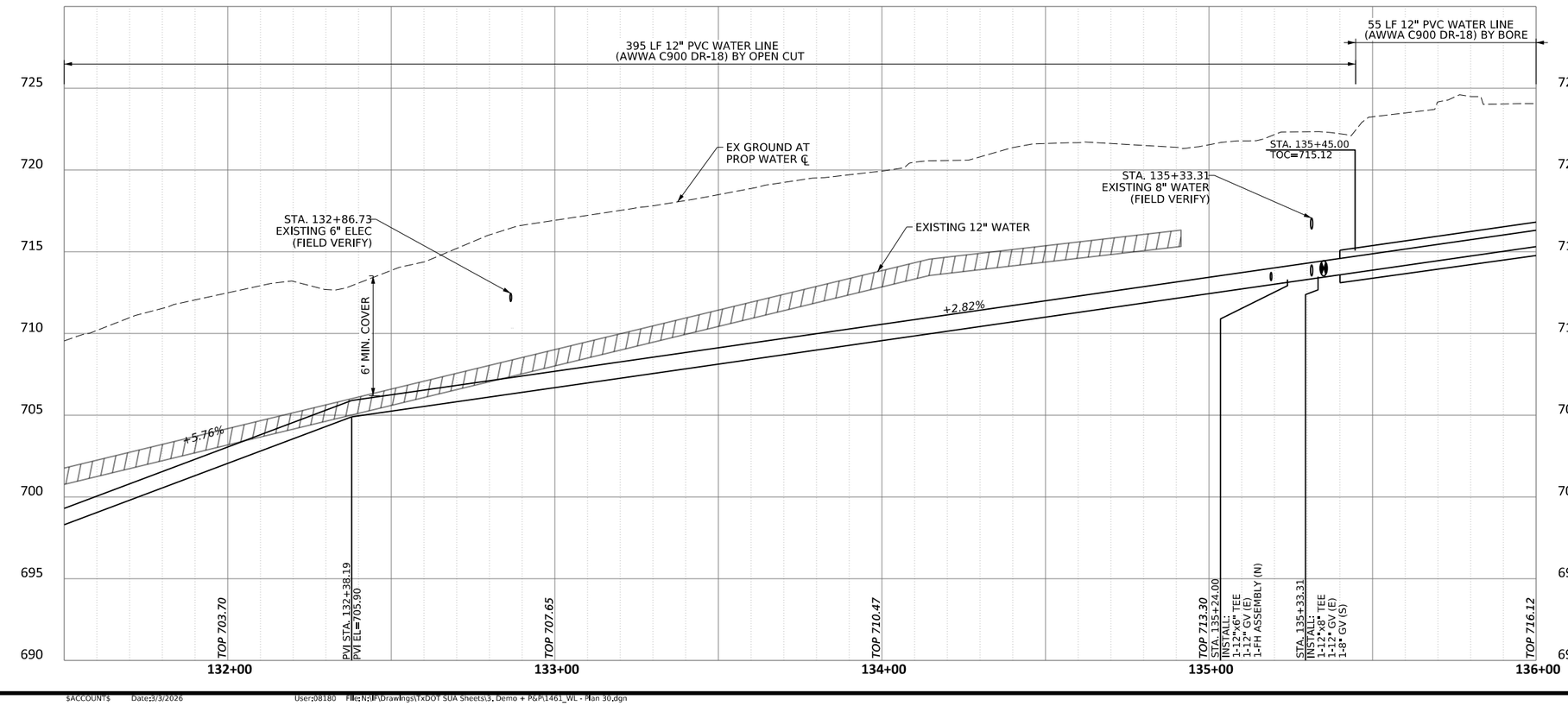
F&N JOB NO. PRP22659
DATE SEP 2025
DESIGNED BCF
DRAWN KLG
REVISED KLG
CHECKED ANC
FILE NAME 1461_WL - Plan 29.dgn
BY DATE
NO. ISSUES

Bar is one inch on original drawing. If not one inch on this sheet, adjust scale.
VERIFY SCALE 0 1"

SHEET
SEQ.

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Project:
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CAUTION!!!
EXISTING UNDERGROUND AND OVERHEAD UTILITIES IN THE AREA.
48 HOURS PRIOR TO CONSTRUCTION CONTACT
1-800-DIG-TESS

LEGEND:

- EXISTING 12" WATER LINE
- PROPOSED 12" WATER LINE
- PROPOSED TXDOT ROW
- EXISTING TXDOT ROW
- PROPOSED EASEMENT
- EXISTING EASEMENT
- ABANDONED WATERLINE

NOTES:

1. CONTRACTOR SHALL VERIFY LOCATION AND DEPTH OF ALL UTILITIES PRIOR TO BEGINNING OF CONSTRUCTION.
2. CONTRACTOR SHALL INSTALL AND MAINTAIN SERVICES FOR AREAS THAT THE EXISTING PIPELINE IS BEING REPLACED. WATER SERVICE IS TO BE MAINTAINED DURING CONSTRUCTION. SEE SPECIFICATION 01 35 00 FOR OUTAGE REQUIREMENTS. INSTALL 8" TEMPORARY WATER CONNECTIONS DURING CONSTRUCTION AT LOCATIONS BELOW:
   - -STA. 23+96.33- STA. 46+24.97
   - -STA. 80+35.22- STA. 88+46.66
   - -STA. 129+73.75 - STA. 134+90.89
   - -STA. 140+70.76 - STA. 154+38.71
3. WATER LINES MUST BE DISINFECTED IN ACCORDANCE WITH AWWA C651 PRIOR TO BEING IN SERVICE.
4. FIRE PROTECTION MUST BE MAINTAINED AT ALL TIMES DURING CONSTRUCTION FOR ALL SECTIONS OF PIPE TO BE INSTALLED BY REMOVE AND REPLACE.
5. UNLESS OTHERWISE NOTED, ALL 12" WATER SHALL BE AWWA C900 DR-18 (BLUE) AND ALL 8" WATER SHALL BE AWWA C900 DR-14 (BLUE).
6. PROPOSED GAS LINE LOCATIONS ARE STILL BEING FINALIZED BY COSERV.
7. EXISTING SERVICES AND FIRE PROTECTION MUST BE MAINTAINED DURING CONSTRUCTION.
8. CONTRACTOR SHALL MAINTAIN ACCESS TO ALL DRIVES AND CROSS STREETS THROUGHTOUT CONSTRUCTION BY CONSTRUCTING ONE HALF AT A TIME.
9. EXISTING 12" WATER SHOWN PER AS-BUILTS "12 INCH WATER LINE FROM CHANDLER CIRCLE TO WILSON CREEK" AND "CHRISTIE FARMS OFFSITE WATER".
10. BID ITEM 29 INCLUDES THE HYDRANT, ALL FITTINGS, 6" PVC PIPE, AND LEAD PIPE.

Sheets	WL-30
Reimbursable Length of Existing Line (Btwn Ex. & Prop. ROW) to be replaced	440
Non-Reimbursable Length of Existing Line	0
TotalLength of Existing Line	440

N

0 10' 20' 40'
HORIZONTAL SCALE
0 4' 8'
VERTICAL SCALE

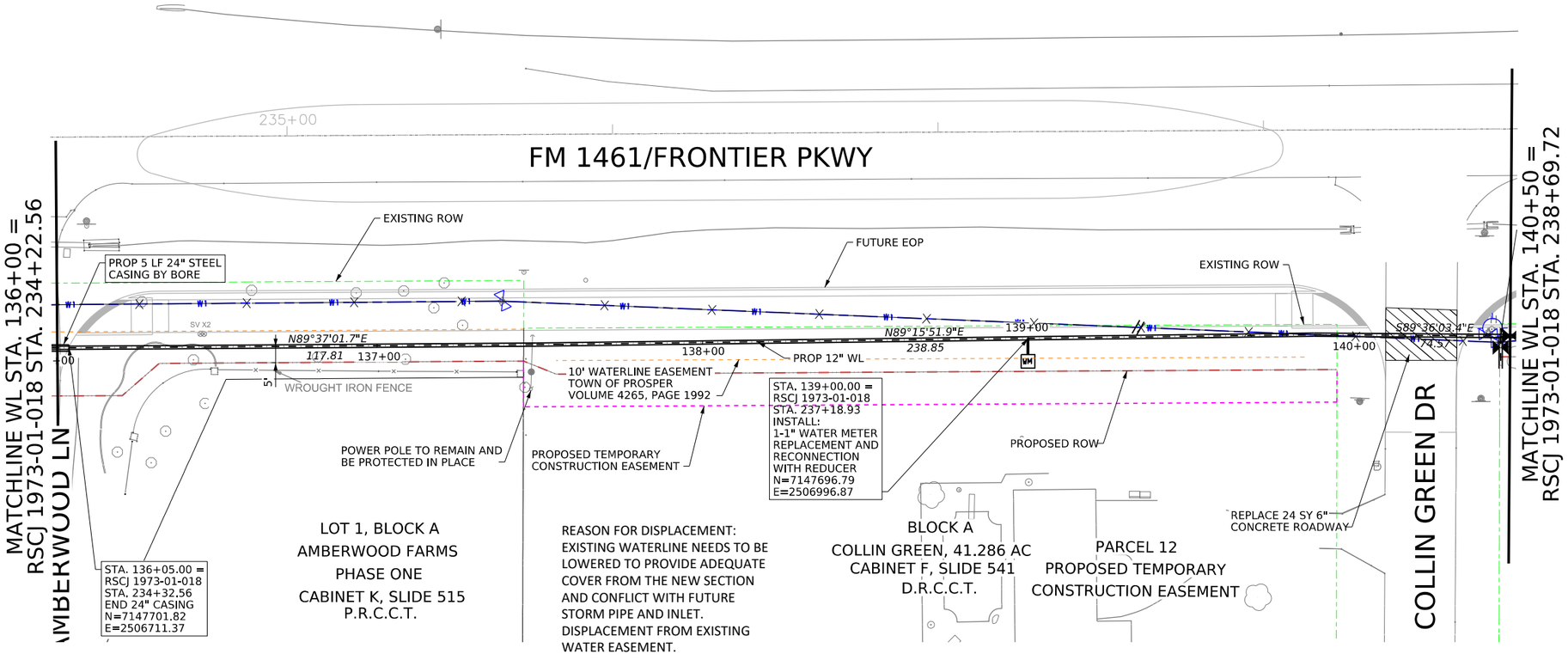
NOT FOR CONSTRUCTION
THIS DOCUMENT IS RELEASED FOR THE PURPOSE OF INTERIM REVIEW UNDER THE AUTHORITY OF JAMES C. FREESE, P.E. TEXAS NO. 111348 DATE: 9/12/2025 IT IS NOT TO BE USED FOR CONSTRUCTION, BIDDING OR PERMIT PURPOSES.

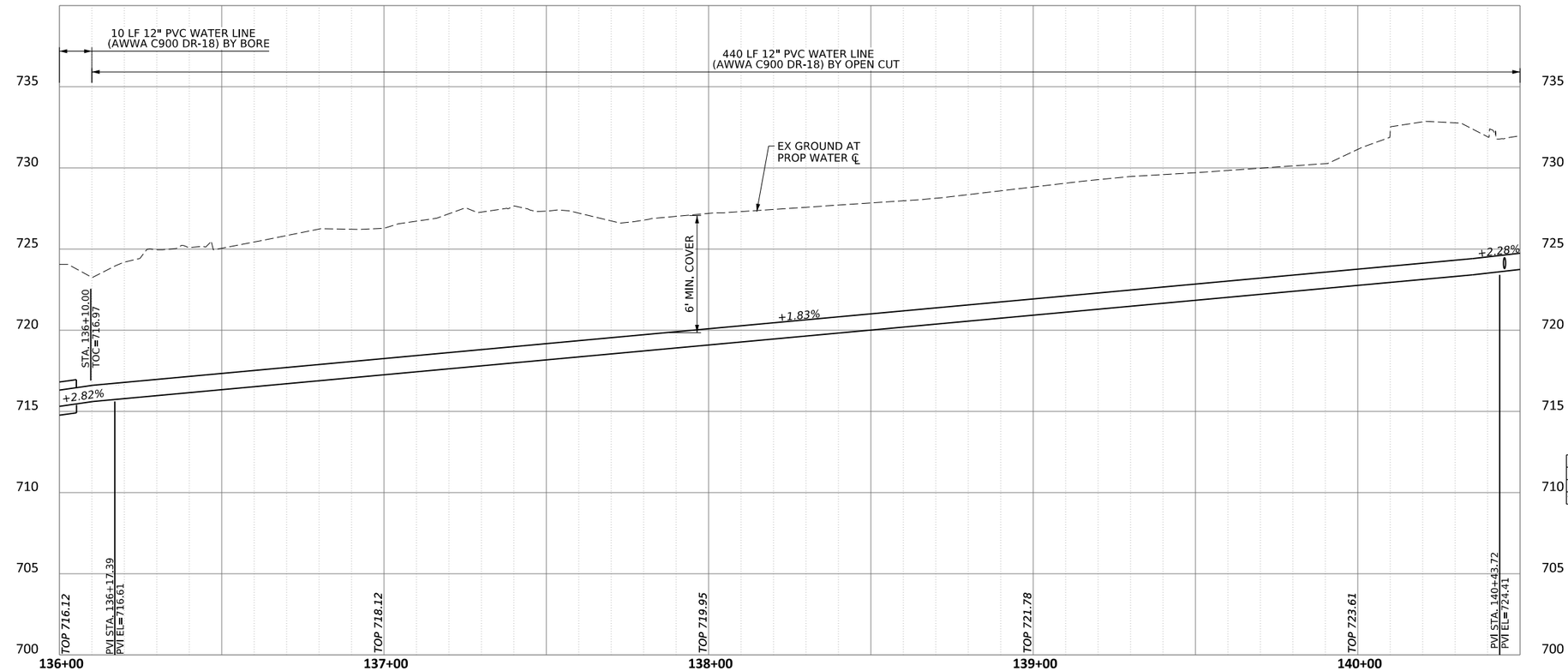
FREESE AND NICHOLS, INC.
TEXAS REGISTERED ENGINEERING FIRM F-2144
FREESE NICHOLS
6136 Frisco Square Blvd Suite 375
Frisco, TX 75034
Phone - (972) 624-9201
Web - www.freesenc.com

TOWN OF PROSPER, TEXAS
FM 1461 WATER LINE RELOCATION
CIVIL
FM 1461 WATERLINE PLAN & PROFILE
STA 131+50 TO STA 136+00

F&N JOB NO. PRP22659
DATE SEP 2025
DESIGNED BCF
DRAWN KLG
REVISED
CHECKED ANC
FILE NAME 1461_WL - Plan 30.dgn
NO. ISSUES BY DATE
Bar is one inch on original drawing. If not one inch on this sheet, adjust scale.
VERIFY SCALE
SHEET
SEQ.
Page 75
48

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Date: 2/3/2026
Office: $ACCOUNT$ Date: 2/3/2026 User: 08180 File: N:\#Drawings\TxDOT SUA Sheets\3. Demo + P&P\1461_WL - Plan 30.dgn





CAUTION!!!
EXISTING UNDERGROUND AND OVERHEAD UTILITIES IN THE AREA.
48 HOURS PRIOR TO CONSTRUCTION CONTACT 1-800-DIG-TESS

LEGEND:

- EXISTING 12" WATER LINE
- PROPOSED 12" WATER LINE
- PROPOSED TXDOT ROW
- EXISTING TXDOT ROW
- PROPOSED EASEMENT
- EXISTING EASEMENT
- ABANDONED WATERLINE

NOTES:

1. CONTRACTOR SHALL VERIFY LOCATION AND DEPTH OF ALL UTILITIES PRIOR TO BEGINNING OF CONSTRUCTION.
2. CONTRACTOR SHALL INSTALL AND MAINTAIN SERVICES FOR AREAS THAT THE EXISTING PIPELINE IS BEING REPLACED. WATER SERVICE IS TO BE MAINTAINED DURING CONSTRUCTION. SEE SPECIFICATION 01 35 00 FOR OUTAGE REQUIREMENTS. INSTALL 8" TEMPORARY WATER CONNECTIONS DURING CONSTRUCTION AT LOCATIONS BELOW:
   - -STA. 23+96.33- STA. 46+24.97
   - -STA. 80+35.22- STA. 88+46.66
   - -STA. 129+73.75 - STA. 134+90.89
   - -STA. 140+70.76 - STA. 154+38.71
3. WATER LINES MUST BE DISINFECTED IN ACCORDANCE WITH AWWA C651 PRIOR TO BEING IN SERVICE.
4. FIRE PROTECTION MUST BE MAINTAINED AT ALL TIMES DURING CONSTRUCTION FOR ALL SECTIONS OF PIPE TO BE INSTALLED BY REMOVE AND REPLACE.
5. UNLESS OTHERWISE NOTED, ALL 12" WATER SHALL BE AWWA C900 DR-18 (BLUE) AND ALL 8" WATER SHALL BE AWWA C900 DR-14 (BLUE).
6. PROPOSED GAS LINE LOCATIONS ARE STILL BEING FINALIZED BY COSERV.
7. EXISTING SERVICES AND FIRE PROTECTION MUST BE MAINTAINED DURING CONSTRUCTION.
8. CONTRACTOR SHALL MAINTAIN ACCESS TO ALL DRIVES AND CROSS STREETS THROUGHTOUT CONSTRUCTION BY CONSTRUCTING ONE HALF AT A TIME.
9. EXISTING 12" WATER SHOWN PER AS-BUILTS "12 INCH WATER LINE FROM CHANDLER CIRCLE TO WILSON CREEK" AND "CHRISTIE FARMS OFFSITE WATER".
10. BID ITEM 29 INCLUDES THE HYDRANT, ALL FITTINGS, 6" PVC PIPE, AND LEAD PIPE.

Sheets	WL-31
Reimbursable Length of Existing Line (Btwn Ex. & Prop. ROW) to be replaced	255
Non-Reimbursable Length of Existing Line	192
TotalLength of Existing Line	447

N

0 10' 20' 40'
HORIZONTAL SCALE
0 4' 8'
VERTICAL SCALE

TEXAS REGISTERED ENGINEERING FIRM F-2144
FREESE AND NICHOLS, INC.
NOT FOR CONSTRUCTION
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FREESE NICHOLS
6136 Frisco Square Blvd Suite 375
Frisco, TX 75034
Phone - (972) 624-9201
Web - www.freesenc.com

TOWN OF PROSPER, TEXAS
FM 1461 WATER LINE RELOCATION
CIVIL
FM 1461 WATERLINE PLAN & PROFILE
STA 136+00 TO STA 140+50

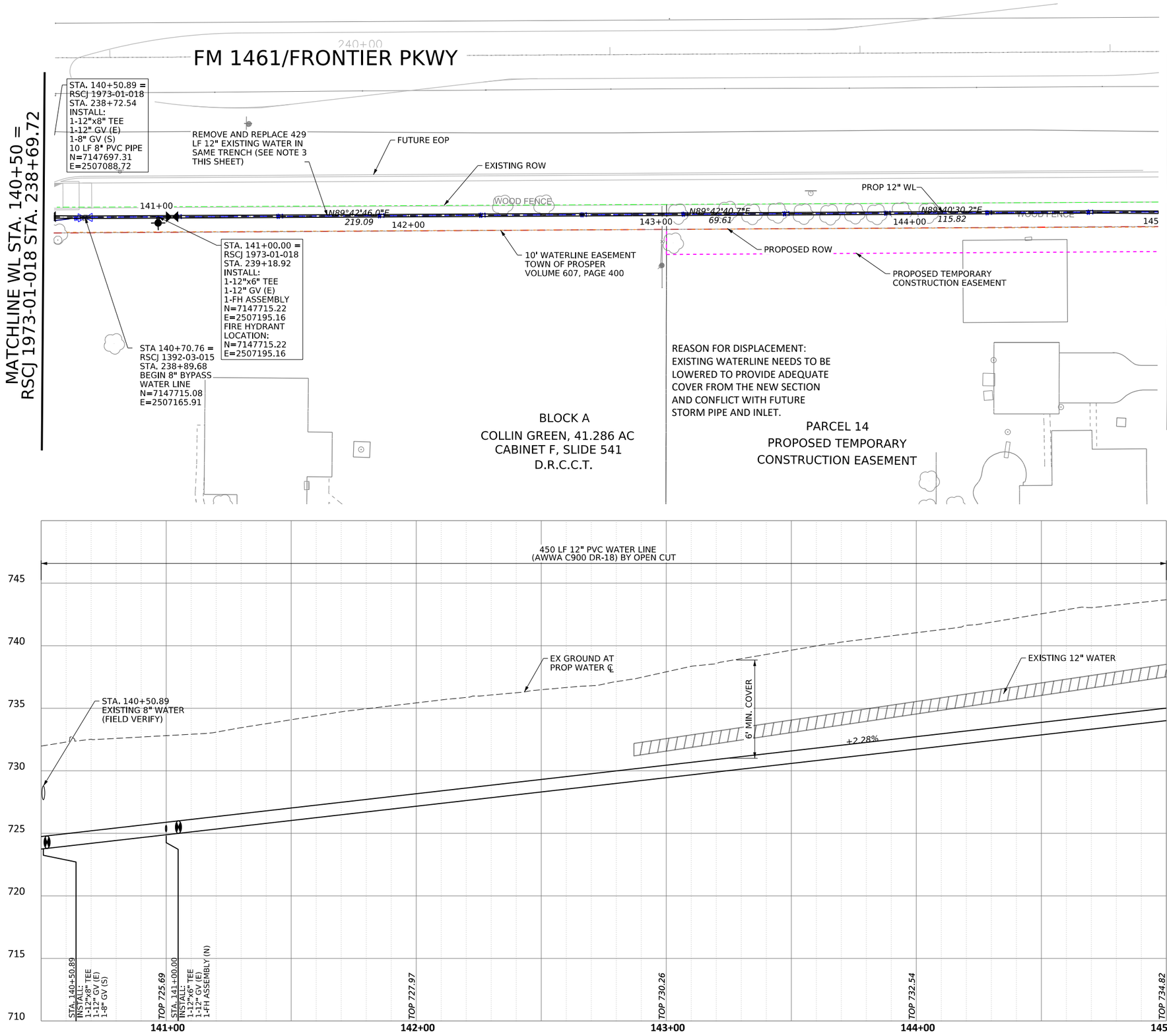
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DATE	SEP 2025
DESIGNED	BCF
DRAWN	KLG
REVISED	KLG
CHECKED	ANC
FILE NAME	1461_WL - Plan 31.dgn

NO.	ISSUES	BY	DATE

VERIFY SCALE Bar is one inch on original drawing. If not one inch on this sheet, adjust scale.

SHEET
SEQ.

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CAUTION!!!
EXISTING UNDERGROUND AND OVERHEAD UTILITIES IN THE AREA.
48 HOURS PRIOR TO CONSTRUCTION CONTACT
1-800-DIG-TESS

LEGEND:

- EXISTING 12" WATER LINE
- PROPOSED 12" WATER LINE
- PROPOSED TXDOT ROW
- EXISTING TXDOT ROW
- PROPOSED EASEMENT
- EXISTING EASEMENT
- ABANDONED WATERLINE

NOTES:

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   - -STA. 80+35.22- STA. 88+46.66
   - -STA. 129+73.75 - STA. 134+90.89
   - -STA. 140+70.76 - STA. 154+38.71
3. WATER LINES MUST BE DISINFECTED IN ACCORDANCE WITH AWWA C651 PRIOR TO BEING IN SERVICE.
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5. UNLESS OTHERWISE NOTED, ALL 12" WATER SHALL BE AWWA C900 DR-18 (BLUE) AND ALL 8" WATER SHALL BE AWWA C900 DR-14 (BLUE).
6. PROPOSED GAS LINE LOCATIONS ARE STILL BEING FINALIZED BY COSERV.
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10. BID ITEM 29 INCLUDES THE HYDRANT, ALL FITTINGS, 6" PVC PIPE, AND LEAD PIPE.

Sheets	WL-32
Reimbursable Length of Existing Line (Btwn Ex. & Prop. ROW) to be replaced	450
Non-Reimbursable Length of Existing Line	0
TotalLength of Existing Line	450

N

0 10' 20' 40'
HORIZONTAL SCALE
0 4' 8'
VERTICAL SCALE

TEXAS REGISTERED ENGINEERING FIRM F-2144
FREESE AND NICHOLS, INC.
NOT FOR CONSTRUCTION
THIS DOCUMENT IS RELEASED FOR THE PURPOSE OF INTERIM REVIEW UNDER THE AUTHORITY OF KELLY C. GRAY, PE TEXAS NO. 111348 DATE: 9/12/2025 IT IS NOT TO BE USED FOR CONSTRUCTION, BIDDING OR PERMIT PURPOSES.

FREESE NICHOLS
6136 Frisco Square Blvd Suite 375
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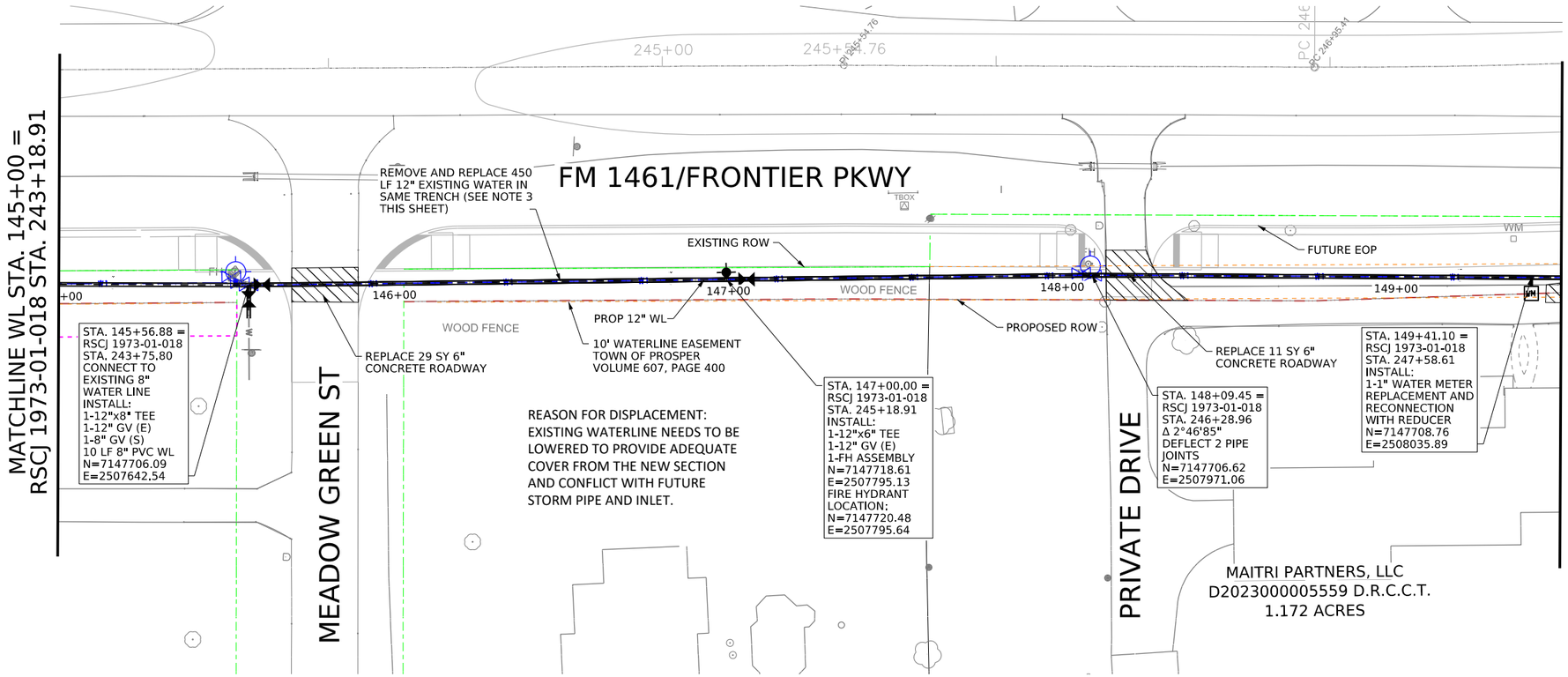
TOWN OF PROSPER, TEXAS
FM 1461 WATER LINE RELOCATION
CIVIL
FM 1461 WATERLINE PLAN & PROFILE
STA 140+50 TO STA 145+00

F&N JOB NO.	PRP22659
DATE	SEP 2025
DESIGNED	BCF
DRAWN	KLG
REVISED	KLG
CHECKED	ANC
BY	
DATE	
NO. ISSUES	
FILE NAME	1461_WL - Plan 32.dgn

Bar is one inch on original drawing. If not one inch on this sheet, adjust scale.
VERIFY SCALE 0

SHEET
SEQ.

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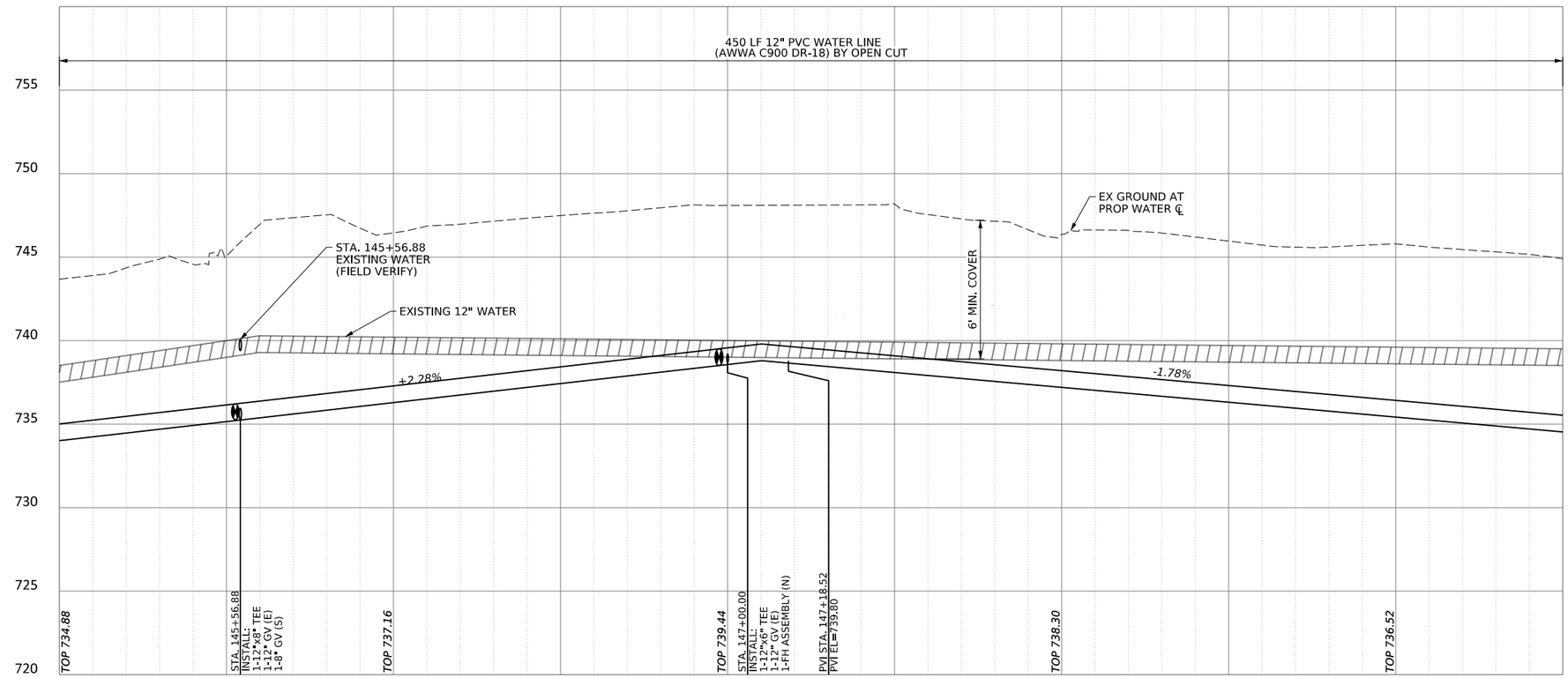
CAUTION!!!
EXISTING UNDERGROUND AND OVERHEAD UTILITIES IN THE AREA.
48 HOURS PRIOR TO CONSTRUCTION CONTACT 1-800-DIG-TESS

LEGEND:

- EXISTING 12" WATER LINE
- PROPOSED 12" WATER LINE
- PROPOSED TXDOT ROW
- EXISTING TXDOT ROW
- PROPOSED EASEMENT
- EXISTING EASEMENT
- ABANDONED WATERLINE

NOTES:

1. CONTRACTOR SHALL VERIFY LOCATION AND DEPTH OF ALL UTILITIES PRIOR TO BEGINNING OF CONSTRUCTION.
2. CONTRACTOR SHALL INSTALL AND MAINTAIN SERVICES FOR AREAS THAT THE EXISTING PIPELINE IS BEING REPLACED. WATER SERVICE IS TO BE MAINTAINED DURING CONSTRUCTION. SEE SPECIFICATION 01 35 00 FOR OUTAGE REQUIREMENTS. INSTALL 8" TEMPORARY WATER CONNECTIONS DURING CONSTRUCTION AT LOCATIONS BELOW:
   - -STA. 23+96.33- STA. 46+24.97
   - -STA. 80+35.22- STA. 88+46.66
   - -STA. 129+73.75 - STA. 134+90.89
   - -STA. 140+70.76 - STA. 154+38.71
3. WATER LINES MUST BE DISINFECTED IN ACCORDANCE WITH AWWA C651 PRIOR TO BEING IN SERVICE.
4. FIRE PROTECTION MUST BE MAINTAINED AT ALL TIMES DURING CONSTRUCTION FOR ALL SECTIONS OF PIPE TO BE INSTALLED BY REMOVE AND REPLACE.
5. UNLESS OTHERWISE NOTED, ALL 12" WATER SHALL BE AWWA C900 DR-18 (BLUE) AND ALL 8" WATER SHALL BE AWWA C900 DR-14 (BLUE).
6. PROPOSED GAS LINE LOCATIONS ARE STILL BEING FINALIZED BY COSERV.
7. EXISTING SERVICES AND FIRE PROTECTION MUST BE MAINTAINED DURING CONSTRUCTION.
8. CONTRACTOR SHALL MAINTAIN ACCESS TO ALL DRIVES AND CROSS STREETS THROUGHTOUT CONSTRUCTION BY CONSTRUCTING ONE HALF AT A TIME.
9. EXISTING 12" WATER SHOWN PER AS-BUILTS "12 INCH WATER LINE FROM CHANDLER CIRCLE TO WILSON CREEK" AND "CHRISTIE FARMS OFFSITE WATER".
10. BID ITEM 29 INCLUDES THE HYDRANT, ALL FITTINGS, 6" PVC PIPE, AND LEAD PIPE.



Sheets	WL-33
Reimbursable Length of Existing Line (Btwn Ex. & Prop. ROW) to be replaced	450
Non-Reimbursable Length of Existing Line	0
TotalLength of Existing Line	450

N

0 10' 20' 40'
HORIZONTAL SCALE
0 4' 8'
VERTICAL SCALE

NOT FOR CONSTRUCTION
THIS DOCUMENT IS RELEASED FOR THE PURPOSE OF INTERIM REVIEW UNDER THE AUTHORITY OF ANNE C. HOSKINS, P.E. TEXAS NO. 111348 DATE: 9/12/2025 IT IS NOT TO BE USED FOR CONSTRUCTION, BIDDING OR PERMIT PURPOSES.
FREESE AND NICHOLS, INC.
TEXAS REGISTERED ENGINEERING FIRM F-2144

FREESE NICHOLS
6136 Frisco Square Blvd Suite 375
Frisco, TX 75034
Phone - (972) 624-9201
Web - www.freese.com

TOWN OF PROSPER, TEXAS

FM 1461 WATER LINE RELOCATION

CIVIL

FM 1461 WATERLINE PLAN & PROFILE STA 145+00 TO STA 149+50

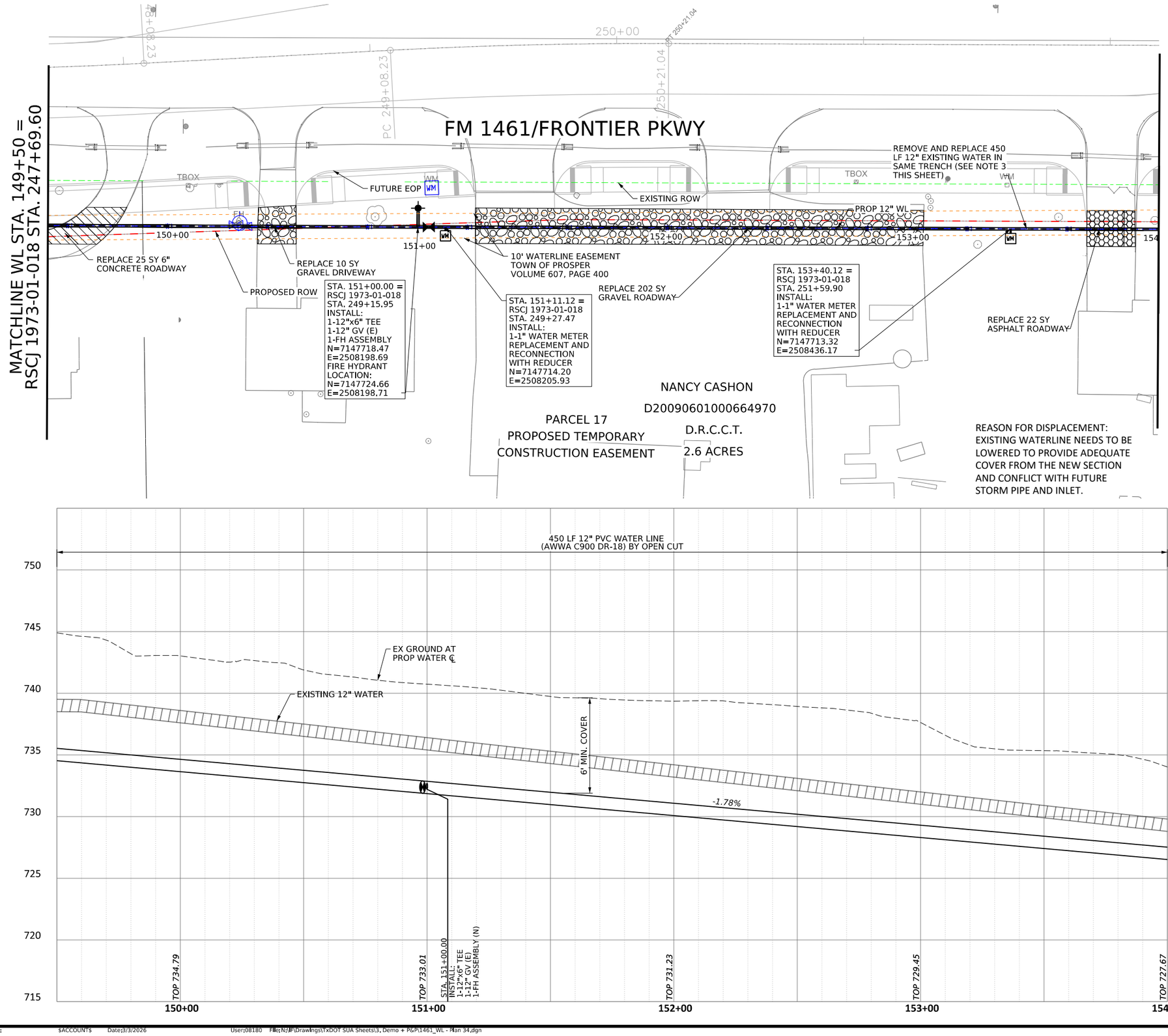
F&N JOB NO.	PRP22659
DATE	SEP 2025
DESIGNED	BCF
DRAWN	KLH
REVISED	KLG
CHECKED	ANC
FILE NAME	1461_WL - Plan 33.dgn

NO.	ISSUES	DATE	BY

Bar is one inch on original drawing. If not one inch on this sheet, adjust scale.
VERIFY SCALE 0 1"

SHEET
SEQ.

MicroStation V8 User: 08180 Office:
$ACCOUNT$ N:\F\Drawings\TxDOT SUA Sheets\3. Demo + P&P\1461_WL - Plan 33.dgn
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Project:
Plot Scale: 0.166666633 '/in.
Date: 3/3/2026
Office: $ACCOUNT$ Date: 3/3/2026 User: 08180 File: N:\F\Drawings\TxDOT SUA Sheets\3. Demo + P&P\1461_WL - Plan 33.dgn



CAUTION!!!
EXISTING UNDERGROUND AND OVERHEAD UTILITIES IN THE AREA.
48 HOURS PRIOR TO CONSTRUCTION CONTACT 1-800-DIG-TESS

LEGEND:

- EXISTING 12" WATER LINE
- PROPOSED 12" WATER LINE
- PROPOSED TXDOT ROW
- EXISTING TXDOT ROW
- PROPOSED EASEMENT
- EXISTING EASEMENT
- ABANDONED WATERLINE

NOTES:

1. CONTRACTOR SHALL VERIFY LOCATION AND DEPTH OF ALL UTILITIES PRIOR TO BEGINNING OF CONSTRUCTION.
2. CONTRACTOR SHALL INSTALL AND MAINTAIN SERVICES FOR AREAS THAT THE EXISTING PIPELINE IS BEING REPLACED. WATER SERVICE IS TO BE MAINTAINED DURING CONSTRUCTION. SEE SPECIFICATION 01 35 00 FOR OUTAGE REQUIREMENTS. INSTALL 8" TEMPORARY WATER CONNECTIONS DURING CONSTRUCTION AT LOCATIONS BELOW:
   - -STA. 23+96.33- STA. 46+24.97
   - -STA. 80+35.22- STA. 88+46.66
   - -STA. 129+73.75 - STA. 134+90.89
   - -STA. 140+70.76 - STA. 154+38.71
3. WATER LINES MUST BE DISINFECTED IN ACCORDANCE WITH AWWA C651 PRIOR TO BEING IN SERVICE.
4. FIRE PROTECTION MUST BE MAINTAINED AT ALL TIMES DURING CONSTRUCTION FOR ALL SECTIONS OF PIPE TO BE INSTALLED BY REMOVE AND REPLACE.
5. UNLESS OTHERWISE NOTED, ALL 12" WATER SHALL BE AWWA C900 DR-18 (BLUE) AND ALL 8" WATER SHALL BE AWWA C900 DR-14 (BLUE).
6. PROPOSED GAS LINE LOCATIONS ARE STILL BEING FINALIZED BY COSERV.
7. EXISTING SERVICES AND FIRE PROTECTION MUST BE MAINTAINED DURING CONSTRUCTION.
8. CONTRACTOR SHALL MAINTAIN ACCESS TO ALL DRIVES AND CROSS STREETS THROUGHTOUT CONSTRUCTION BY CONSTRUCTING ONE HALF AT A TIME.
9. EXISTING 12" WATER SHOWN PER AS-BUILTS "12 INCH WATER LINE FROM CHANDLER CIRCLE TO WILSON CREEK" AND "CHRISTIE FARMS OFFSITE WATER".
10. BID ITEM 29 INCLUDES THE HYDRANT, ALL FITTINGS, 6" PVC PIPE, AND LEAD PIPE.

Sheets	WL-34
Reimbursable Length of Existing Line (Btwn Ex. & Prop. ROW) to be replaced	131
Non-Reimbursable Length of Existing Line	319
TotalLength of Existing Line	450

N

0 10' 20' 40'
HORIZONTAL SCALE
0 4' 8'
VERTICAL SCALE

FREESE AND NICHOLS, INC.
TEXAS REGISTERED ENGINEERING FIRM F-2144

NOT FOR CONSTRUCTION
THIS DOCUMENT IS RELEASED FOR THE PURPOSE OF INTERIM REVIEW UNDER THE AUTHORITY OF AMANDA C. KELLY, P.E. TEXAS NO. 111348 DATE: 9/12/2025 IT IS NOT TO BE USED FOR CONSTRUCTION, BIDDING OR PERMIT PURPOSES.

FREESE NICHOLS
6136 Frisco Square Blvd Suite 375
Frisco, TX 75034
Phone - (972) 624-9201
Web - www.freesenichols.com

TOWN OF PROSPER, TEXAS

FM 1461 WATER LINE RELOCATION

CIVIL

FM 1461 WATERLINE PLAN & PROFILE STA 149+50 TO STA 154+00

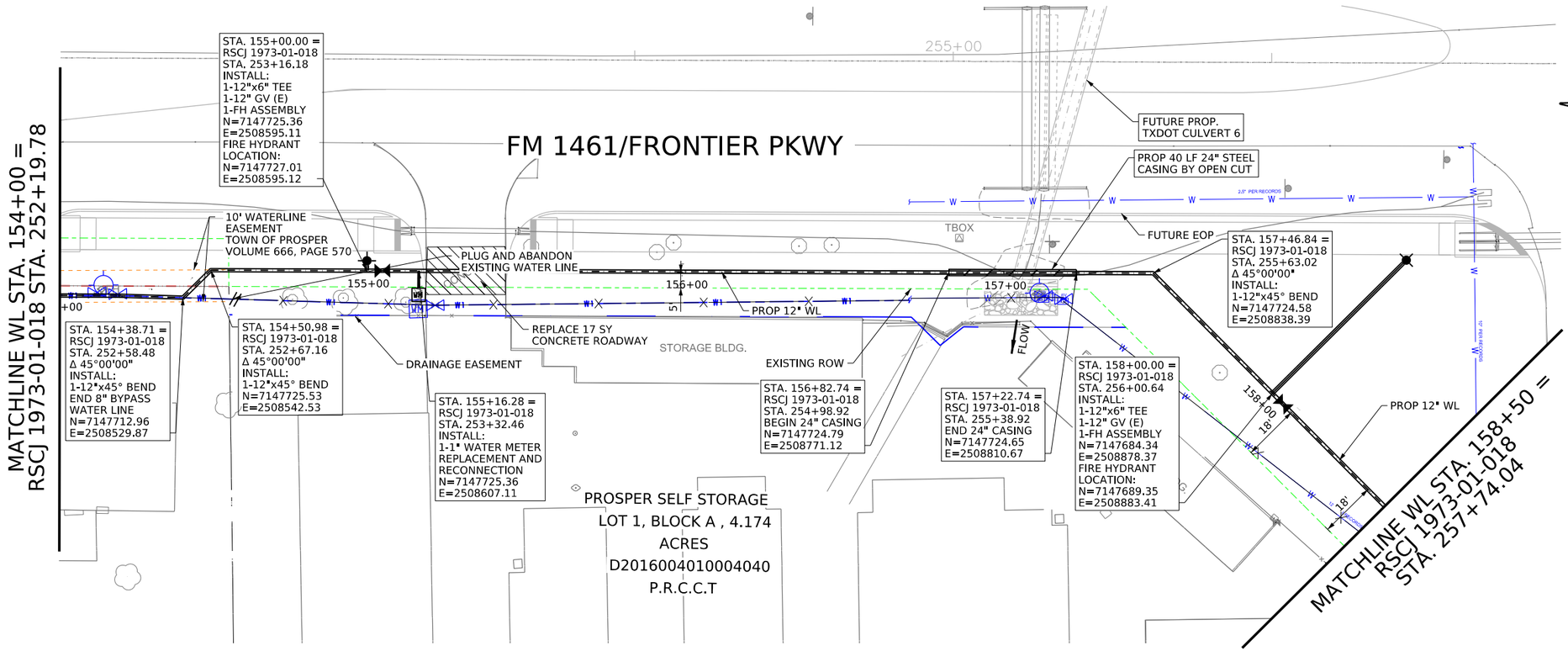
F&N JOB NO.	PRP22655
DATE	SEP 2025
DESIGNED	BCF
DRAWN	KLG
REVISED	KLG
CHECKED	ANC
FILE NAME	1461_WL - Plan 34.dgn
BY	
DATE	
NO.	ISSUES

VERIFY SCALE Bar is one inch on original drawing. If not one inch on this sheet, adjust scale.
0 1"

SHEET
SEQ.

MicroStation V8 User: 08180 Office:
$ACCOUNT$ N:\#FDrawings\TxDOT SUA Sheets\3. Demo + P&P\1461_WL - Plan 34.dgn
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Date: 3/3/2026
Projects

Office: $ACCOUNT$ Date:3/3/2026 User:08180 File: N:\#FDrawings\TxDOT SUA Sheets\3. Demo + P&P\1461_WL - Plan 34.dgn



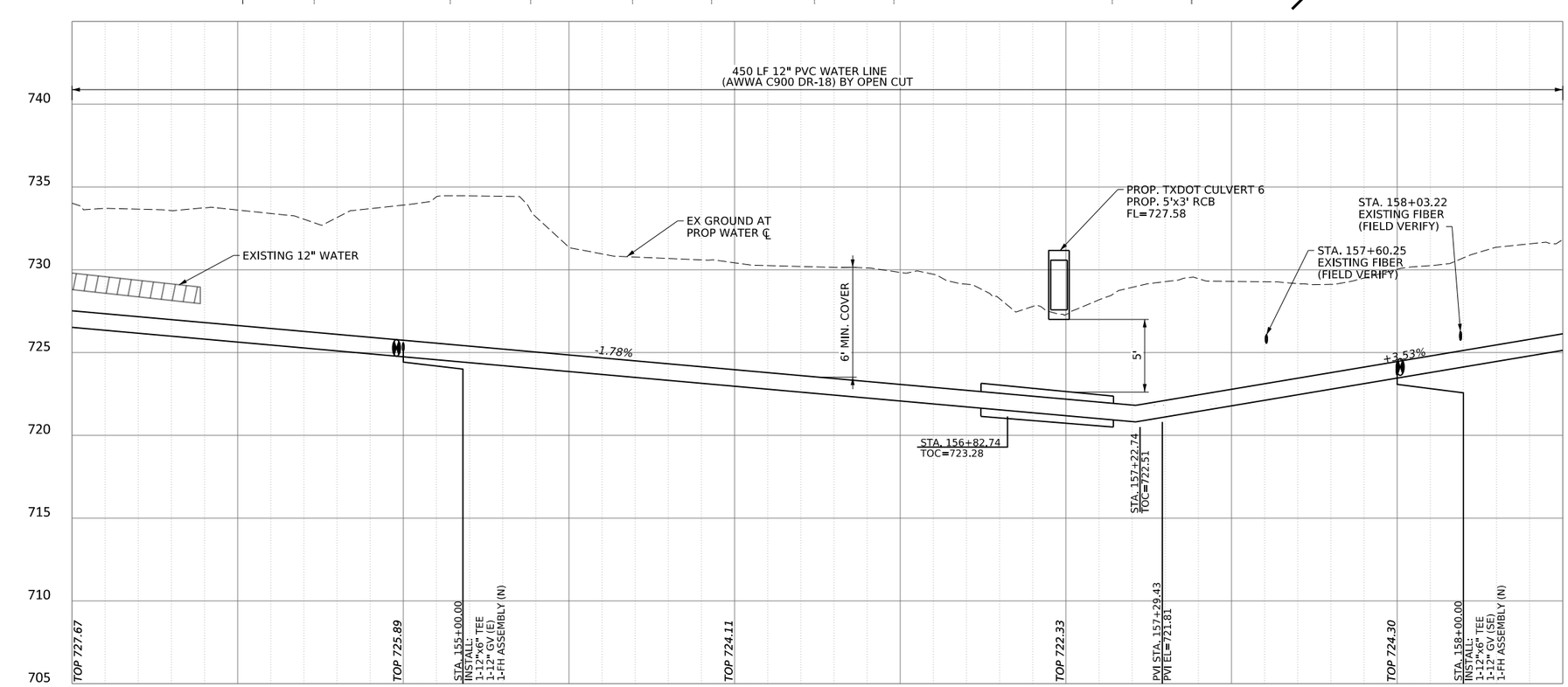
CAUTION!!!
EXISTING UNDERGROUND AND OVERHEAD UTILITIES IN THE AREA.
48 HOURS PRIOR TO CONSTRUCTION CONTACT 1-800-DIG-TESS

LEGEND:

- EXISTING 12" WATER LINE
- PROPOSED 12" WATER LINE
- PROPOSED TXDOT ROW
- EXISTING TXDOT ROW
- PROPOSED EASEMENT
- EXISTING EASEMENT
- ABANDONED WATERLINE

NOTES:

1. CONTRACTOR SHALL VERIFY LOCATION AND DEPTH OF ALL UTILITIES PRIOR TO BEGINNING OF CONSTRUCTION.
2. CONTRACTOR SHALL INSTALL AND MAINTAIN SERVICES FOR AREAS THAT THE EXISTING PIPELINE IS BEING REPLACED. WATER SERVICE IS TO BE MAINTAINED DURING CONSTRUCTION. SEE SPECIFICATION 01 35 00 FOR OUTAGE REQUIREMENTS. INSTALL 8" TEMPORARY WATER CONNECTIONS DURING CONSTRUCTION AT LOCATIONS BELOW:
   - -STA. 23+96.33- STA. 46+24.97
   - -STA. 80+35.22- STA. 88+46.66
   - -STA. 129+73.75 - STA. 134+90.89
   - -STA. 140+70.76 - STA. 154+38.71
3. WATER LINES MUST BE DISINFECTED IN ACCORDANCE WITH AWWA C651 PRIOR TO BEING IN SERVICE.
4. FIRE PROTECTION MUST BE MAINTAINED AT ALL TIMES DURING CONSTRUCTION FOR ALL SECTIONS OF PIPE TO BE INSTALLED BY REMOVE AND REPLACE.
5. UNLESS OTHERWISE NOTED, ALL 12" WATER SHALL BE AWWA C900 DR-18 (BLUE) AND ALL 8" WATER SHALL BE AWWA C900 DR-14 (BLUE).
6. PROPOSED GAS LINE LOCATIONS ARE STILL BEING FINALIZED BY COSERV.
7. EXISTING SERVICES AND FIRE PROTECTION MUST BE MAINTAINED DURING CONSTRUCTION.
8. CONTRACTOR SHALL MAINTAIN ACCESS TO ALL DRIVES AND CROSS STREETS THROUGHTOUT CONSTRUCTION BY CONSTRUCTING ONE HALF AT A TIME.
9. EXISTING 12" WATER SHOWN PER AS-BUILTS "12 INCH WATER LINE FROM CHANDLER CIRCLE TO WILSON CREEK" AND "CHRISTIE FARMS OFFSITE WATER".
10. BID ITEM 29 INCLUDES THE HYDRANT, ALL FITTINGS, 6" PVC PIPE, AND LEAD PIPE.



Sheets	WL-35
Reimbursable Length of Existing Line (Btwn Ex. & Prop. ROW) to be replaced	0
Non-Reimbursable Length of Existing Line	433
TotalLength of Existing Line	433

N

0 10' 20' 40'
HORIZONTAL SCALE
0 4' 8'
VERTICAL SCALE

NOT FOR CONSTRUCTION
THIS DOCUMENT IS RELEASED FOR THE PURPOSE OF INTERIM REVIEW UNDER THE AUTHORITY OF AMANDA C. ELY, TEXAS NO. 111348 DATE: 9/12/2025 IT IS NOT TO BE USED FOR CONSTRUCTION, BIDDING OR PERMIT PURPOSES.

FREESE AND NICHOLS, INC.
TEXAS REGISTERED ENGINEERING FIRM F-2144

FREESE NICHOLS
6136 Frisco Square Blvd Suite 375
Frisco, TX 75034
Phone - (972) 624-9201
Web - www.freese.com

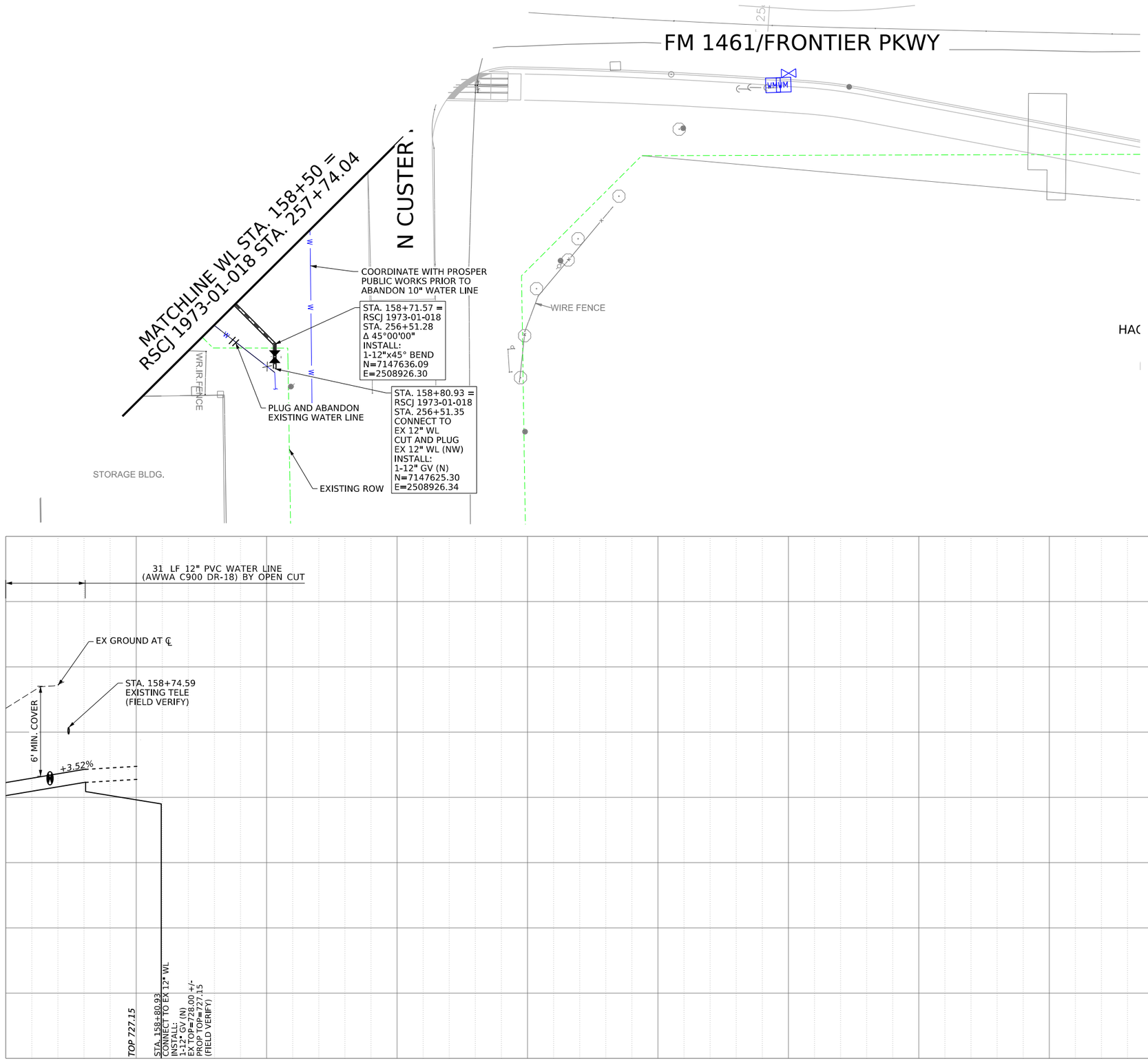
TOWN OF PROSPER, TEXAS
FM 1461 WATER LINE RELOCATION
CIVIL
FM 1461 WATERLINE PLAN & PROFILE
STA 154+00 TO STA 158+50

F&N JOB NO. PRP22659
DATE SEP 2025
DESIGNED BCF
DRAWN KLG
REVISED KLG
CHECKED ANC
FILE NAME 1461_WL - Plan 35.dgn
NO. ISSUES BY DATE

Bar is one inch on original drawing.
If not one inch on this sheet, adjust scale.
VERIFY SCALE 0 1"

SHEET
SEQ.

MicroStation V8 User: 08180 Office:
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Plot Scale: 0.166666633 '/in.
Date: 2/3/2026
Worksets:
Office: $ACCOUNT$ Date:2/3/2026 User:08180 File:N:\P\Drawings\TxDOT SUA Sheets\3. Demo + P&P\1461_WL - Plan 35.dgn



CAUTION!!!
EXISTING UNDERGROUND AND OVERHEAD UTILITIES IN THE AREA.
48 HOURS PRIOR TO CONSTRUCTION CONTACT
1-800-DIG-TESS

LEGEND:

- EXISTING 12" WATER LINE
- PROPOSED 12" WATER LINE
- PROPOSED TXDOT ROW
- EXISTING TXDOT ROW
- PROPOSED EASEMENT
- EXISTING EASEMENT
- ABANDONED WATERLINE

NOTES:

1. CONTRACTOR SHALL VERIFY LOCATION AND DEPTH OF ALL UTILITIES PRIOR TO BEGINNING OF CONSTRUCTION.
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   - -STA. 23+96.33- STA. 46+24.97
   - -STA. 80+35.22- STA. 88+46.66
   - -STA. 129+73.75 - STA. 134+90.89
   - -STA. 140+70.76 - STA. 154+38.71
3. WATER LINES MUST BE DISINFECTED IN ACCORDANCE WITH AWWA C651 PRIOR TO BEING IN SERVICE.
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5. UNLESS OTHERWISE NOTED, ALL 12" WATER SHALL BE AWWA C900 DR-18 (BLUE) AND ALL 8" WATER SHALL BE AWWA C900 DR-14 (BLUE).
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8. CONTRACTOR SHALL MAINTAIN ACCESS TO ALL DRIVES AND CROSS STREETS THROUGHTOUT CONSTRUCTION BY CONSTRUCTING ONE HALF AT A TIME.
9. EXISTING 12" WATER SHOWN PER AS-BUILTS "12 INCH WATER LINE FROM CHANDLER CIRCLE TO WILSON CREEK" AND "CHRISTIE FARMS OFFSITE WATER".
10. BID ITEM 29 INCLUDES THE HYDRANT, ALL FITTINGS, 6" PVC PIPE, AND LEAD PIPE.

Sheets	WL-36
Reimbursable Length of Existing Line (Btwn Ex. & Prop. ROW) to be replaced	0
Non-Reimbursable Length of Existing Line	30
Total Length of Existing Line	30

N

0 10' 20' 40'
HORIZONTAL SCALE
0 4' 8'
VERTICAL SCALE

TEXAS REGISTERED ENGINEERING FIRM F-2144
FREESE AND NICHOLS, INC.
NOT FOR CONSTRUCTION
THIS DOCUMENT IS RELEASED FOR THE PURPOSE OF INTERIM REVIEW UNDER THE AUTHORITY OF AMY K. JONES, P.E. TEXAS NO. 111348 DATE: 9/12/2025 IT IS NOT TO BE USED FOR CONSTRUCTION, BIDDING OR PERMIT PURPOSES.

FREESE NICHOLS
6136 Frisco Square Blvd Suite 375
Frisco, TX 75034
Phone - (972) 624-9201
Web - www.freesenc.com

TOWN OF PROSPER, TEXAS

FM 1461 WATER LINE RELOCATION

CIVIL

FM 1461 WATERLINE PLAN & PROFILE STA 158+50 TO END

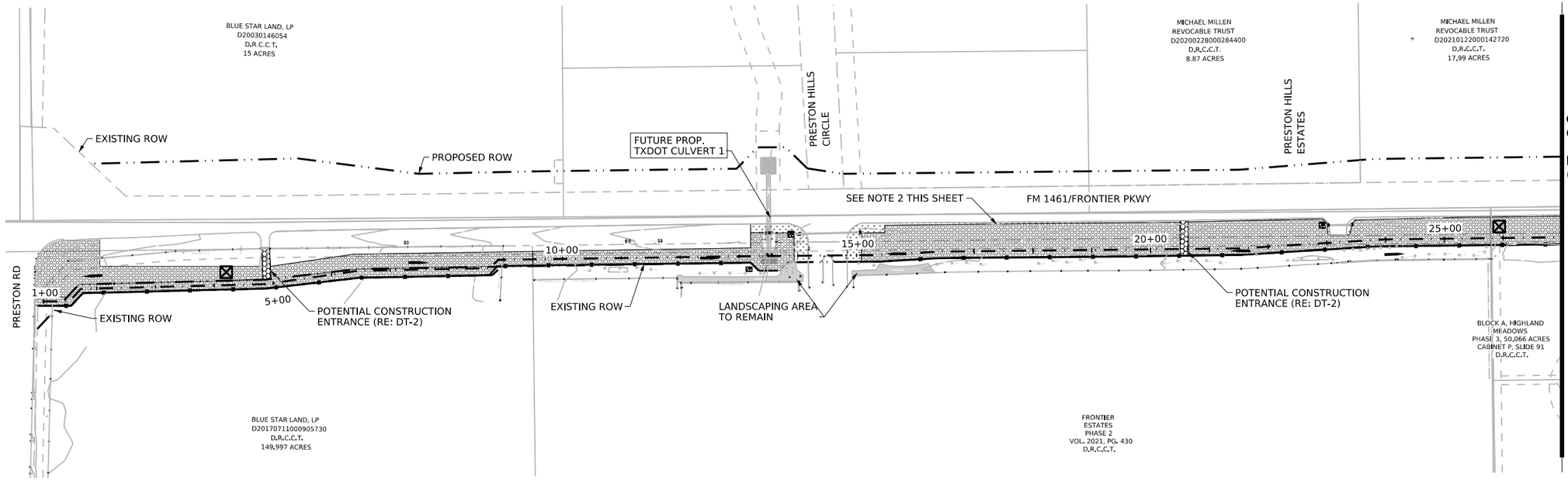
NO.	ISSUES	BY	DATE

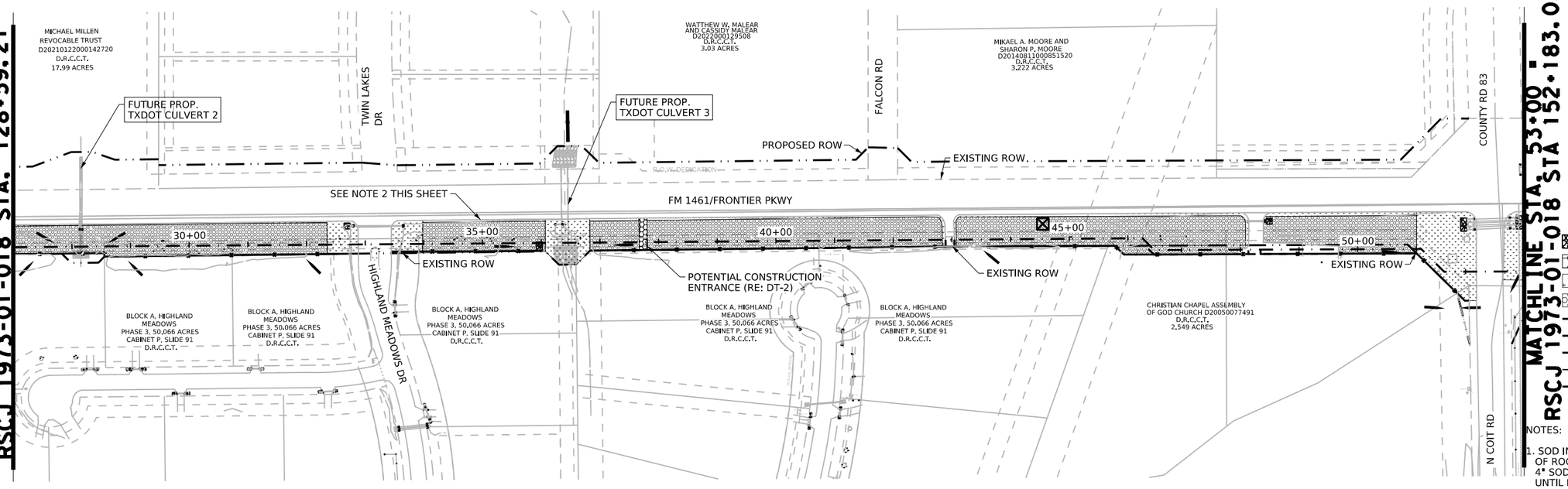
F&N JOB NO. PRP22659
DATE SEP 2025
DESIGNED BCF
DRAWN KLG
REVISED
CHECKED ANC
FILE NAME 1461_WL - Plan 36.dgn

VERIFY SCALE Bar is one inch on original drawing. If not one inch on this sheet, adjust scale.

SHEET
SEQ.

MicroStation V8 User: 08180 Office:
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Model: 1461_WL - Plan 36
Plot Scale: 0.166666633 '/in.
Date: 2/3/2026





0 100' 200'
SCALE IN FEET

LEGEND:

- ROCK FILTER DAM
- CONSTRUCTION ENTRANCE
- BLOCK SODDING
- GRASS SEEDING
- SILT FENCE
- PROPOSED WATER LINE
- PROPOSED ROW
- EXISTING ROW
- EASEMENT
- POTENTIAL PORT-A-POTTY LOCATION
- FLOW ARROW

NOTES:

1. SOD INCLUDES THE REMOVAL OF ROCKS 2" AND GREATER, 4" SOD, WATERING AND MOWING UNTIL ESTABLISHED AND ACCEPTED BY TOWN OF PROSPER.
2. INCLUDE 2' SOD FROM THE EDGE OF PAVEMENT AND DRIVEWAYS FOR RESTABLISHED AREAS THAT ARE ADJACENT TO THE EDGE OF PAVEMENT.

FREESE AND NICHOLS, INC.
TEXAS REGISTERED ENGINEERING FIRM F-2144

NOT FOR CONSTRUCTION

THIS DOCUMENT IS RELEASED FOR THE PURPOSE OF INTERIM REVIEW UNDER THE AUTHORITY OF AMANDA CRISP, P.E. TEXAS NO. 111348 DATE: 6/13/2025 IT IS NOT TO BE USED FOR CONSTRUCTION, BIDDING OR PERMIT PURPOSES.

FREESE NICHOLS
6136 Frisco Square Blvd Suite 375
Frisco, TX 75034
Phone - (972) 624-9201
Web - www.freesenc.com

TOWN OF PROSPER, TEXAS

FM 1461 WATER LINE RELOCATION

CIVIL

EROSION CONTROL PLAN
BEGIN TO STA 53+00

PRP JOB NO.	PRP22655
DATE	JUNE 2025
DESIGNED	BCF
DRAWN	KLG
REVISED	KLG
CHECKED	ANC
FILE NAME	CV-ERT-PJ-EROS01.dgn

NO.	BY	DATE	ISSUES

VERIFY SCALE Bar is one inch on original drawing. If not one inch on this sheet, adjust scale.
0 1"

SHEET

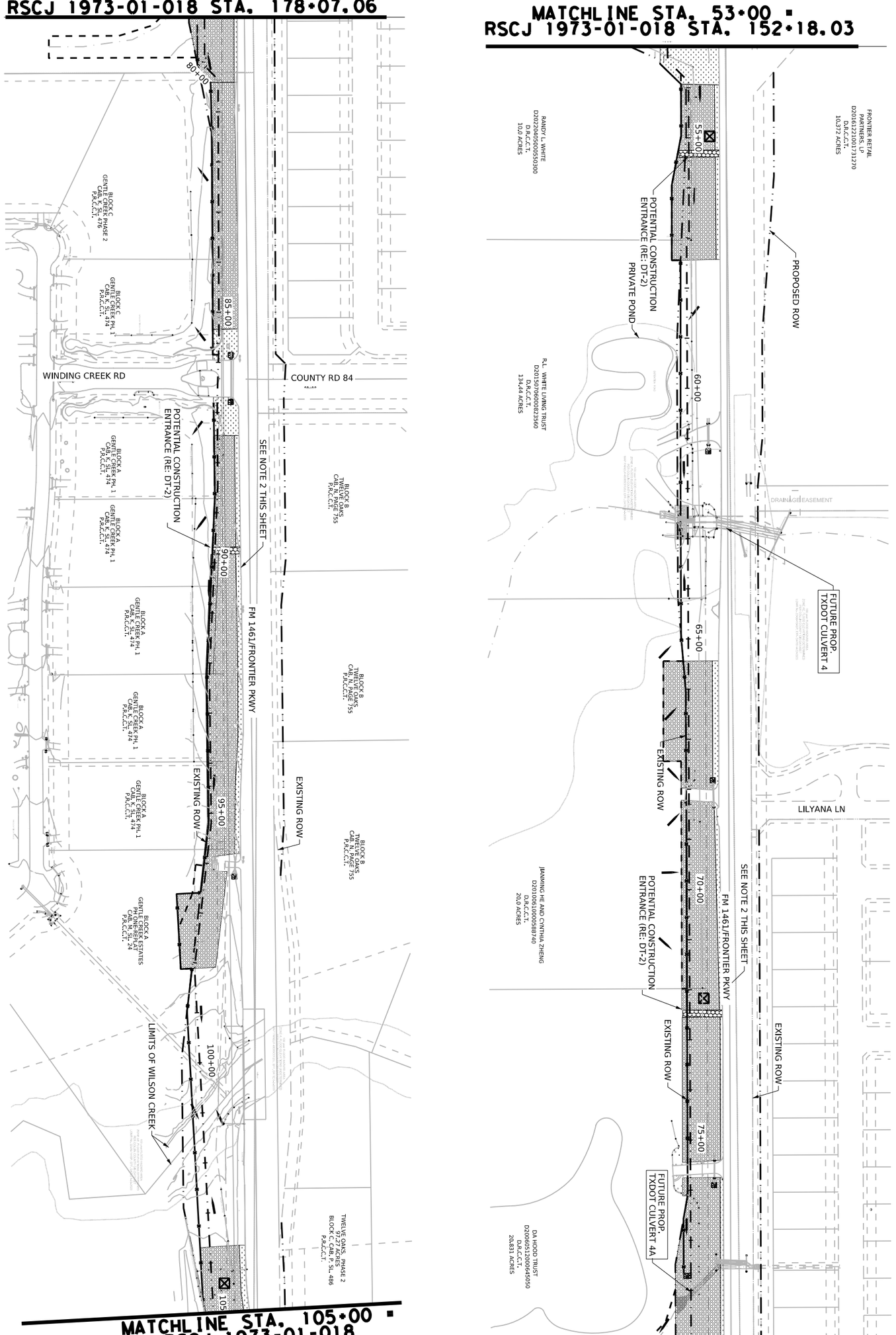
SEQ.

MicroStation V8 User: 08180 Offices:
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Plot: Scale= 0.166666633 '/in. Model: 1461_WL - Plan
Date: 6/13/2025 Project:
Office: $ACCOUNT$ Date:6/13/2025 User:08180 File:N:\PDrawings\TxDOT SUA Sheets\9. Environmental\cv-ert-pj-eros01.dgn

MicroStation V8 User: 08180 Office:
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Plot Scale: 0.166666633 '/in. Model: 1461_WL - Plan-2
Date: 6/13/2025 Project:

MATCHLINE STA. 79+00 ▪ RSCJ 1973-01-018 STA. 178+07.06

MATCHLINE STA. 53+00 ▪ RSCJ 1973-01-018 STA. 152+18.03



MATCHLINE STA. 105+00 ▪ RSCJ 1973-01-018 STA. 204+01.28

MATCHLINE STA. 79+00 ▪ RSCJ 1973-01-018 STA. 178+07.06

LEGEND:
- ROCK FILTER DAM
- CONSTRUCTION ENTRANCE
- BLOCK SODDING
- GRASS SEEDING
- SILT FENCE
- PROPOSED WATER LINE
- PROPOSED ROW
- EXISTING ROW
- EASEMENT
- POTENTIAL PORT-A-POTTY LOCATION
- FLOW ARROW

SCALE IN FEET: 0, 100', 200'

N

NOTES:
1. SOD INCLUDES THE REMOVAL OF ROCKS 2" AND GREATER, 4" SOD, WATERING AND MOWING UNTIL ESTABLISHED AND ACCEPTED BY TOWN OF PROSPER.
2. INCLUDE 2' SOD FROM THE EDGE OF PAVEMENT AND DRIVEWAYS FOR RESTABLISHED AREAS THAT ARE ADJACENT TO THE EDGE OF PAVEMENT.

NO.	ISSUES	BY	DATE

F&N JOB NO. PRP22659
DATE JUNE 2025
DESIGNED BCF
DRAWN KLG
REVISED KLG
CHECKED ANC
FILE NAME cv-trt-pl-eros02.dgn

VERIFY SCALE Bar is one inch on original drawing. If not one inch on this sheet, adjust scale.

TOWN OF PROSPER, TEXAS

FM 1461 WATER LINE RELOCATION

CIVIL

EROSION CONTROL PLAN
STA 53+00 TO STA 105+00

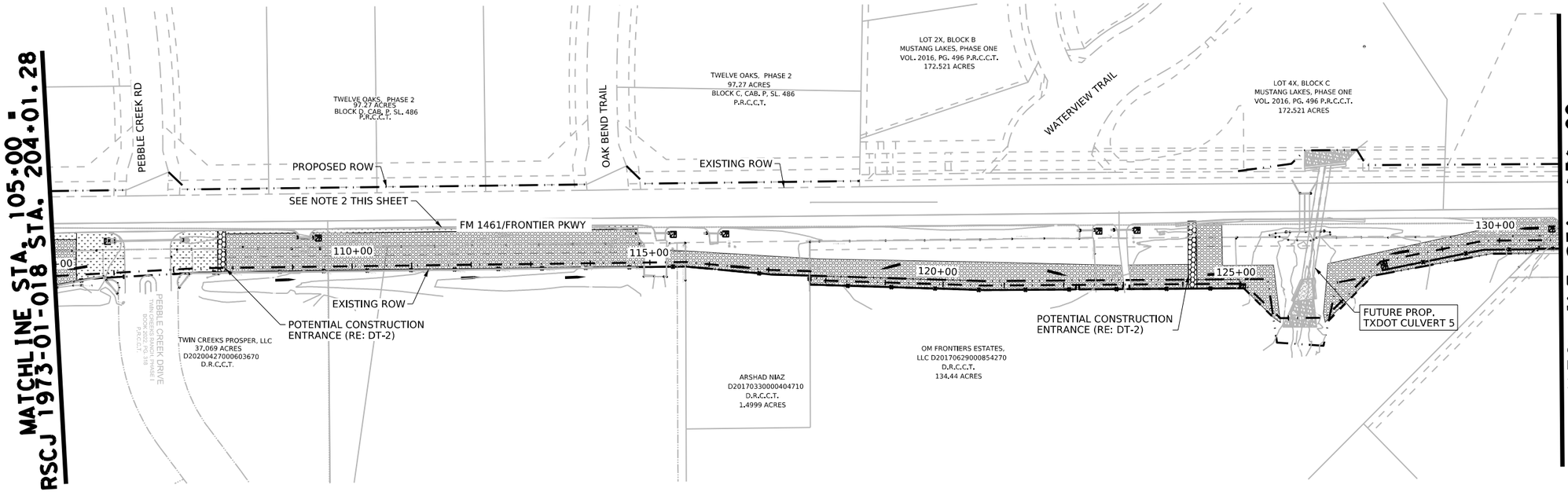
FREESE NICHOLS
6136 Frisco Square Blvd. Suite 375
Frisco, TX 75034
Phone - (972) 624-9201
Web - www.freese.com

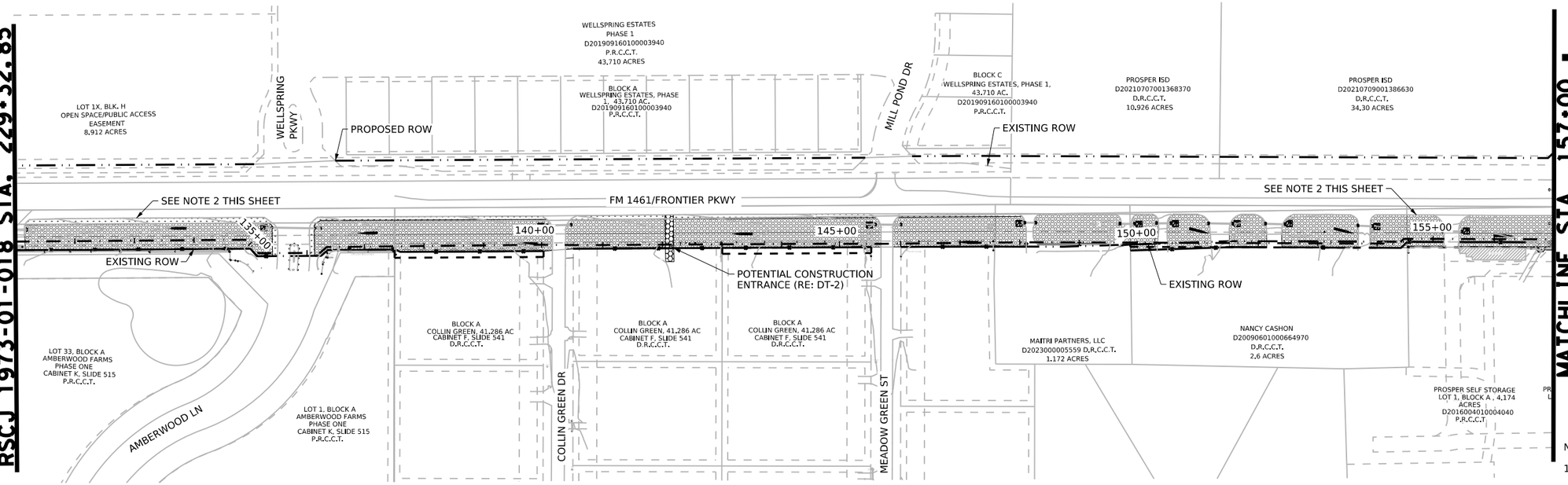
FREESE AND NICHOLS, INC.
TEXAS REGISTERED ENGINEERING FIRM F-2144

NOT FOR CONSTRUCTION

THIS DOCUMENT IS RELEASED FOR THE PURPOSE OF INTERIM REVIEW UNDER THE AUTHORITY OF ADAM CROSS, P.E. TEXAS NO: 111348 DATE: 6/13/2025 IT IS NOT TO BE USED FOR CONSTRUCTION, BIDDING OR PERMIT PURPOSES.

SHEET SEQ. 38





0 100' 200'
SCALE IN FEET

LEGEND:

- ROCK FILTER DAM
- CONSTRUCTION ENTRANCE
- BLOCK SODDING
- GRASS SEEDING
- SILT FENCE
- PROPOSED WATER LINE
- PROPOSED ROW
- EXISTING ROW
- EASEMENT
- POTENTIAL PORT-A-POTTY LOCATION
- FLOW ARROW

NOTES:

1. SOD INCLUDES THE REMOVAL OF ROCKS 2" AND GREATER, 4" SOD, WATERING AND MOWING UNTIL ESTABLISHED AND ACCEPTED BY TOWN OF PROSPER.
2. INCLUDE 2' SOD FROM THE EDGE OF PAVEMENT AND DRIVEWAYS FOR RESTABLISHED AREAS THAT ARE ADJACENT TO THE EDGE OF PAVEMENT.

TEXAS REGISTERED ENGINEERING FIRM F-2144
TEXAS REGISTERED SURVEYING FIRM LS-2144

NOT FOR CONSTRUCTION

THIS DOCUMENT IS RELEASED FOR THE PURPOSE OF INTERIM REVIEW UNDER THE AUTHORITY OF KLG MCKINNEY, PE TEXAS NO. 111348 DATE: 6/13/2025 IT IS NOT TO BE USED FOR CONSTRUCTION, BIDDING OR PERMIT PURPOSES.

FREESE NICHOLS
6136 Frisco Square Blvd Suite 375
Frisco, TX 75034
Phone - (972) 624-9201
Web - www.freesenc.com

TOWN OF PROSPER, TEXAS

FM 1461 WATER LINE RELOCATION

CIVIL

EROSION CONTROL PLAN
STA 105+00 TO STA 157+00

NO.	ISSUES	BY	DATE

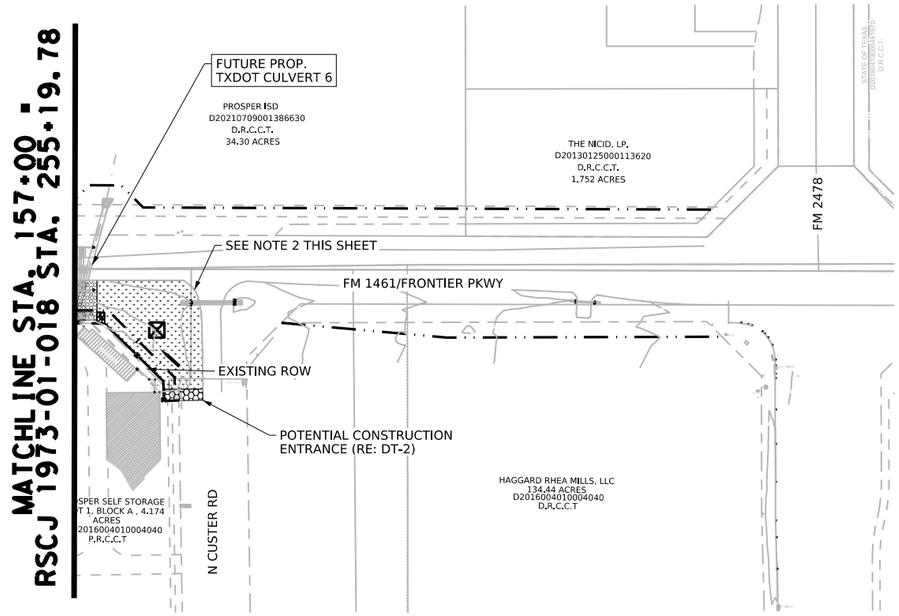
FNI JOB NO. PRP22655
DATE JUNE 2025
DESIGNED BCF
DRAWN KLG
REVISED KLG
CHECKED ANC
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LEGEND:

- ROCK FILTER DAM
- CONSTRUCTION ENTRANCE
- BLOCK SODDING
- GRASS SEEDING
- SILT FENCE
- PROPOSED WATER LINE
- PROPOSED ROW
- EXISTING ROW
- EASEMENT
- POTENTIAL PORT-A-POTTY LOCATION
- FLOW ARROW

NOTES:

1. SOD INCLUDES THE REMOVAL OF ROCKS 2" AND GREATER, 4" SOD, WATERING AND MOWING UNTIL ESTABLISHED AND ACCEPTED BY TOWN OF PROSPER.
2. INCLUDE 2' SOD FROM THE EDGE OF PAVEMENT AND DRIVEWAYS FOR RESTABLISHED AREAS THAT ARE ADJACENT TO THE EDGE OF PAVEMENT.

FREESE AND NICHOLS, INC.
TEXAS REGISTERED ENGINEERING FIRM F-2144

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6136 Frisco Square Blvd Suite 375
Frisco, TX 75034
Phone - (972) 624-9201
Web - www.freesenc.com

TOWN OF PROSPER, TEXAS

FM 1461 WATER LINE RELOCATION

CIVIL

EROSION CONTROL PLAN
STA 157+00 TO END

NO.	ISSUES	BY	DATE

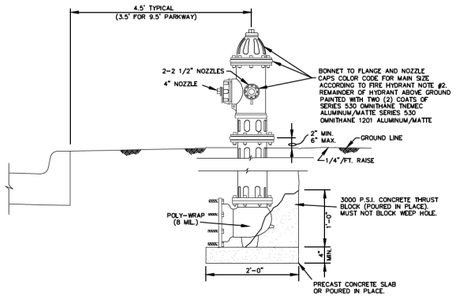
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DATE JUNE 2025
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REVISED KLG
CHECKED ANC
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FIRE HYDRANT NOTES:

1. IN GENERAL ALL FIRE HYDRANTS SHALL CONFORM TO AWWA STANDARDS SPECIFICATIONS FOR FIRE HYDRANTS FOR ORDINARY WATER WORKS SERVICE FOR WATER AND SANITARY SEWER IMPROVEMENTS. FIRE HYDRANTS SHALL HAVE A 5-1/4" MINIMUM VALVE OPENING WITH A BARREL APPROXIMATELY 6" INSIDE DIAMETER. ALL HYDRANTS SHALL BE EQUIPPED WITH A BREAKAWAY FLANGE. ALL HYDRANTS SHALL BE APPROVED BY THE CITY.

2. BONNET COLOR:

WATER MAIN CAP	COLOR
6"	TNEMEC 2H HI-BUILD GLOSS, CANDY APPLE RED, SAFETY.
8"	TNEMEC SERIES 2H HI-BUILD THEME-GLOSS, TRUE BLUE SAFETY
12" AND LARGER	TNEMEC SERIES 2H HI-BUILD THEME-GLOSS, SAFETY YELLOW

3. ALL BOLTS AND NUTS USED WITH MECHANICAL JOINT FITTINGS SHALL BE "COR-TEN" OR APPROVED OTHER.

4. A BLUE STEMSONITE (OR APPROVED OTHER) MODEL 88-55A FIRE HYDRANT MARKER WILL BE INSTALLED OPPOSITE FIRE HYDRANTS JUST OFF CENTER TO THE SIDE OF THE STREET ADJACENT TO THE HYDRANT.

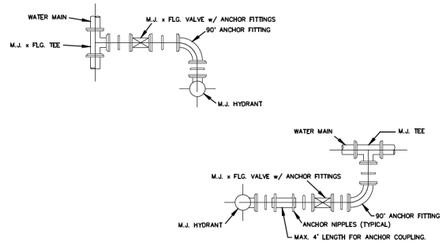
5. INSTALL POLYETHYLENE WRAP AROUND DUCTILE IRON PIPE, RELATED FITTINGS AND VALVES. THIS WRAP SHALL BE 8 MILS. THICKNESS POLYTUBE. SEAMS AND OVERLAPS SHALL BE WRAPPED AND HELD IN PLACE BY TWO (2) INCH WIDE PLASTIC BACKED ADHESIVE TAPE; POLYKEN 900, SCOTCHRAP NO. 50, OR APPROVED OTHER, WITH APPROXIMATE TWO (2) FOOT LAPS ON THE POLYTUBE. THE WRAP ON THE BARREL OF THE PIPE SHALL BE LOOSE ENOUGH TO ALLOW THE FILM TO SHIFT WITH THE SOIL. THE WRAP SHALL BE INSTALLED WITHOUT BREAKS, TEARS OR HOLES IN THE FILM.

6. IN ORDER TO MAINTAIN A MANAGEABLE PARTS INVENTORY AND WORKING KNOWLEDGE OF FIRE HYDRANTS, THE FOLLOWING FIRE HYDRANTS ARE APPROVED: KENNEDY AND WATEROUS THREE-WAY STANDARD THREAD WITH VALVE IN LEAD NO LESS THAN 5-1/4" IN SIZE (WITH STORZ CAP INSERT) OR APPROVED OTHER.

TOWN OF PROSPER — FIRE HYDRANT

TOWN OF PROSPER, TEXAS
STANDARD CONSTRUCTION DETAILS

DATE: 06/01/2021 | DRAWN BY: MTW | APPROVED BY: MTW | SHEET NO. : W01



NOTE.
1. ALL FIRE HYDRANTS MUST BE ANCHORED TO MAIN BY USE OF ANCHOR FITTINGS.
2. ANCHOR TEES ALLOWED.

TOWN OF PROSPER — FIRE HYDRANT INSTALLATION

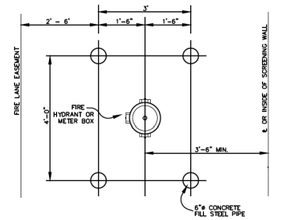
TOWN OF PROSPER, TEXAS
STANDARD CONSTRUCTION DETAILS

DATE: 06/01/2021 | DRAWN BY: MTW | APPROVED BY: MTW | SHEET NO. : W02

QUARD POST NOTES:
1. FOR USE WHERE CURBS ARE NOT POSSIBLE OR AS SPECIFIED BY THE CITY ENGINEER.

2. FIRE HYDRANTS SHALL BE 35' CLEAR OF ALL BUILDINGS.

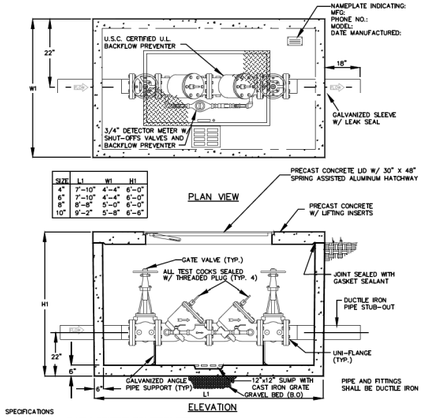
3. GUARD POSTS SHALL BE 6 L.F. OF 5" DIA. STEEL PIPE (3' ABOVE & BELOW GROUND LEVEL). POST SHALL BE ENCASED IN 16" DIA. CONC. PIER TO A DEPTH OF 12" BELOW POST BOTTOM. REINF. CONC. PER WITH 2 NO. 6 BARS (12' LONG) THRU POST INTO PIER. POST ABOVE GROUND LEVEL SHALL BE PAINTED WITH TWO (2) COATS OF ALUMINUM PAINT.



TOWN OF PROSPER — PIPE BOLLARD

TOWN OF PROSPER, TEXAS
STANDARD CONSTRUCTION DETAILS

DATE: 06/01/2021 | DRAWN BY: MTW | APPROVED BY: MTW | SHEET NO. : W03



ELEVATION

SPECIFICATIONS

CONCRETE : CLASS 1 CONCRETE WITH DESIGN STRENGTH OF 4500 PSI AT 28 DAYS. UNIT IS OF MONOLITHIC CONSTRUCTION AT FLOOR AND FIRST STAGE OF WALL WITH SECTIONAL RISER TO REQUIRED DEPTH.

REINFORCEMENT: GRADE 60 REINFORCED, STEEL BAR CONFORMING TO ASTM A615 ON REQUIRED CENTERS OR EQUAL.

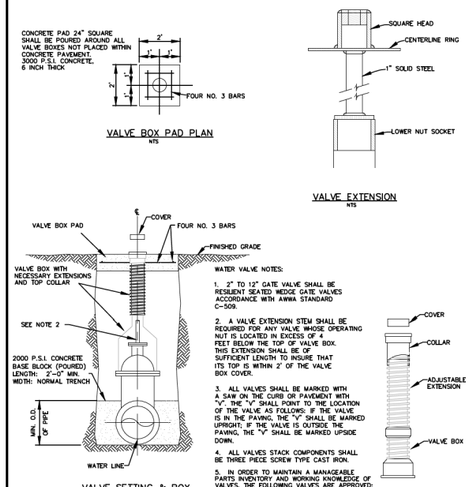
HATCHWAY: 1/4" ALUMINUM DIAMOND PLATE COVER WITH EXTRUDED ALUMINUM FRAME. HATCH TO BE FURNISHED WITH 316 STAINLESS STEEL SNAP LOCK & BRASS HINGES.

PRECAST VAULT SHALL BE FROM PARK EQUIPMENT COMPANY MATCHING DETAIL SHOWN OR APPROVED OTHER.

TOWN OF PROSPER — DOUBLE DETECTOR CHECK FIRE VAULT

TOWN OF PROSPER, TEXAS
STANDARD CONSTRUCTION DETAILS

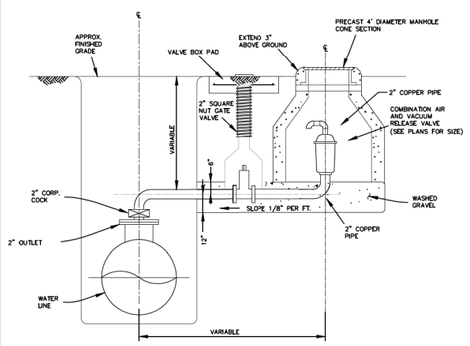
DATE: 06/01/2021 | DRAWN BY: MTW | APPROVED BY: MTW | SHEET NO. : W04



TOWN OF PROSPER — GATE VALVE

TOWN OF PROSPER, TEXAS
STANDARD CONSTRUCTION DETAILS

DATE: 06/01/2021 | DRAWN BY: MTW | APPROVED BY: MTW | SHEET NO. : W06



NOTES:

1. COMBINATION AIR AND VACUUM RELEASE VALVE SHALL BE APCO, CLA-VALVE OR APPROVED OTHER.

2. LARGER AIR VALVE ASSEMBLY WILL REQUIRE LARGER PIPING AND VALVE (SEE PLANS).

TOWN OF PROSPER — COMBINATION AIR AND VACUUM RELEASE VALVE

TOWN OF PROSPER, TEXAS
STANDARD CONSTRUCTION DETAILS

DATE: 06/01/2021 | DRAWN BY: MTW | APPROVED BY: MTW | SHEET NO. : W08

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FREESE NICHOLS
6136 Frisco Square Blvd Suite 375
Frisco, TX 75034
Phone - (972) 624-9201
Web - www.freese.com
TEXAS REGISTERED ENGINEERING FIRM F-2144

TOWN OF PROSPER, TEXAS

FM 1461 12" WATER LINE RELOCATION

GENERAL

TOWN OF PROSPER STANDARD DETAILS

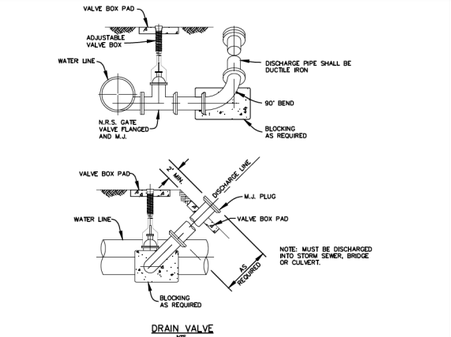
PROJECT NO. PRP22655
DATE FEB 2025
DESIGNED BCF
DRAWN KLG
REVISED KLG
CHECKED ANC
FILE NAME cv-trt-dt-detail01.dgn

NO.	BY	DATE	REVISIONS

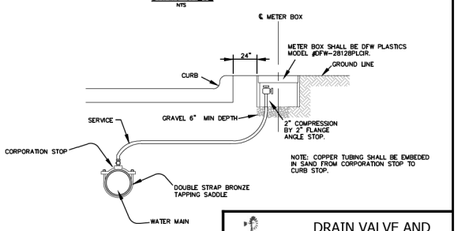
VERIFY SCALE Bar is one inch on original drawing. If not one inch on this sheet, adjust scale.
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DRAIN VALVE
NTS



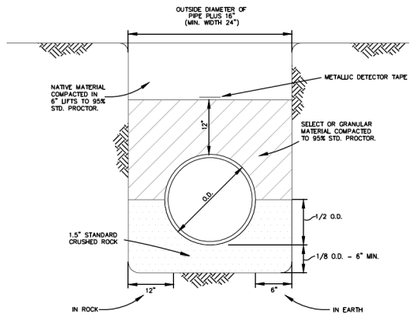
BLOW OFF VALVE WITH METER BOX
(MAINS 12" OR LESS)
NTS

TOWN OF PROSPER — DRAIN VALVE AND BLOW OFF VALVE

TOWN OF PROSPER, TEXAS
STANDARD CONSTRUCTION DETAILS

DATE: 06/07/07 | DRAWN BY: MTW | APPROVED BY: WTW

SHEET NO. : W09



MIN. STD P.V.C. WATER
NTS

TOWN OF PROSPER — CLASS F1 EMBEDMENT

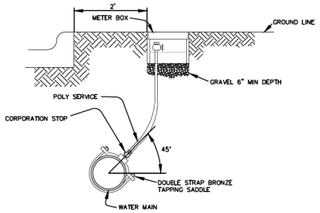
TOWN OF PROSPER, TEXAS
STANDARD CONSTRUCTION DETAILS

DATE: 06/07/07 | DRAWN BY: MLM | APPROVED BY: WTW

SHEET NO. : W10

NOTES:
A. WATER SERVICES SHALL NOT BE CONNECTED TO FIRE HYDRANT LINES.
B. ALL MATERIALS SHALL CONFORM TO THE STANDARD SPECIFICATIONS.
C. METER BOX SIZES:
- 3/4" AND 1" SHALL BE DFW PLASTICS MODEL # DFW-1814PLCRSBD.
- 1-1/2" AND 2" SHALL BE DFW PLASTICS MODEL # DFW-2812BPLCR.

D. METER BOX SHALL BE LOCATED OUT OF ALL FLATWORK, SIDEWALKS AND APPROACHES.



GENERAL INSTALLATION NOTES:

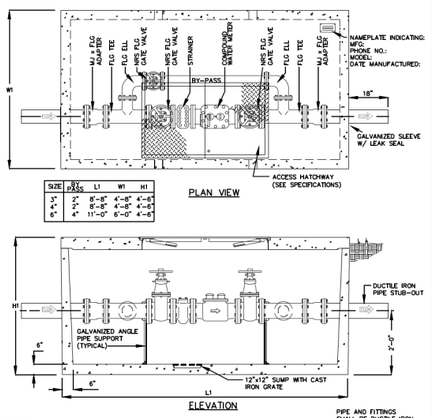
1. WATER METER SHALL BE PLACED 2 FT OFF SIDE YARD PROPERTY LINE WITH THE SANITARY SEWER HOUSE CONNECTION TO BE LOCATED AT THE CENTER OF THE LOT. ALL TAPS SHALL BE MADE AT A 45° ANGLE TO THE CENTERLINE OF THE PIPE.
2. THE CONTRACTOR SHALL SET THE METER BOX IN ALL CASES.
3. THE METER BOX SHALL BE SET WITHIN THE RIGHT-OF-WAY OR A DEDICATED WATER EASEMENT. IN ALL CASES THE METER BOX SHALL BE PROTECTED FROM VEHICULAR TRAFFIC.
4. WATER METER BOX SHALL BE PROTECTED BY A 6" CURB OR GUARD POSTS WHEN PLACED IN A PAVED AREA, WHICH REQUIRES SPECIFIC APPROVAL BY THE CITY ENGINEER OR HIS/HER DESIGNEE.
5. PVC TUBING SHALL BE EMBEDDED IN SAND FROM CORPORATION STOP TO CURB STOP.

TOWN OF PROSPER — TYPICAL SERVICE CONNECTION

TOWN OF PROSPER, TEXAS
STANDARD CONSTRUCTION DETAILS

DATE: 06/07/07 | DRAWN BY: MTW | APPROVED BY: WTW

SHEET NO. : W14



SIZE	BY-PASS	L1	W1	H1
4"x4"	1½"	8'-8"	4'-8"	4'-6"
6"x6"	2"	8'-8"	4'-8"	4'-6"
	4"	11'-0"	6'-0"	4'-6"

PLAN VIEW

ELEVATION

PIPE AND FITTINGS SHALL BE DUCTILE IRON

SPECIFICATIONS

CONCRETE : CLASS 1 CONCRETE WITH DESIGN STRENGTH OF 4500 PSI AT 28 DAYS. UNIT IS OF MONOLITHIC CONSTRUCTION AT FLOOR AND FIRST STAGE OF WALL WITH SECTIONAL RISER TO REQUIRED DEPTH.

REINFORCEMENT: GRADE 60 REINFORCED, STEEL BAR CONFORMING TO ASTM A615 ON REQUIRED CENTERS OR EQUAL.

HATCHWAY: 3' X 5' GALVANIZED STEEL DOUBLE LEAF SPRING ASSISTED HATCHWAY – TRAFFIC RATED W/ SLAM LOCK.

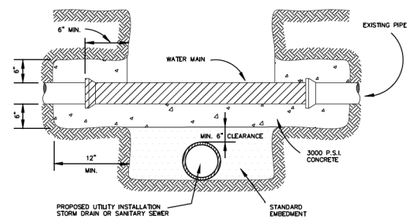
PRECAST VAULT SHALL BE FROM PARK EQUIPMENT COMPANY MATCHING DETAIL SHOWN OR APPROVED OTHER.

TOWN OF PROSPER — DOMESTIC WATER METER VAULT

TOWN OF PROSPER, TEXAS
STANDARD CONSTRUCTION DETAILS

DATE: 06/07/07 | DRAWN BY: MTW | APPROVED BY: WTW

SHEET NO. : W15



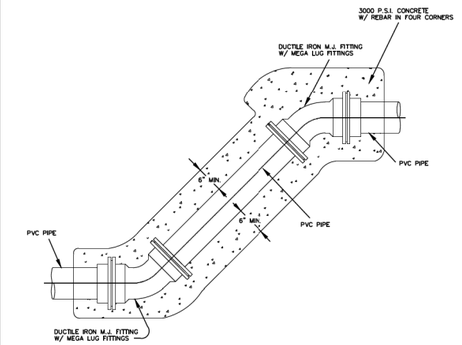
MINIMUM CLEARANCE NOTE:
1. WHERE A MINIMUM CLEARANCE OF 10'-0" (HORIZONTAL AND/OR VERTICAL) CANNOT BE OBTAINED, THEN THE POTABLE WATER MAIN SHALL BE CONCRETE ENCASED FOR 10'-0" EACH SIDE OF THE INTERSECTION OF THE INSTALLED UTILITY LINE.
2. CROSSING OF SANITARY SEWER SHALL BE IN ACCORDANCE WITH TNRCC REQUIREMENTS.

TOWN OF PROSPER — CROSSING UTILITY PIPE SUPPORT

TOWN OF PROSPER, TEXAS
STANDARD CONSTRUCTION DETAILS

DATE: 06/07/07 | DRAWN BY: MTW | APPROVED BY: WTW

SHEET NO. : W17



STANDARD HORIZONTAL
AND/OR VERTICAL OFFSETS
NTS

TOWN OF PROSPER — THRUST HARNESS

TOWN OF PROSPER, TEXAS
STANDARD CONSTRUCTION DETAILS

DATE: 06/07/07 | DRAWN BY: MTW | APPROVED BY: WTW

SHEET NO. : W18

FREESE AND NICHOLS, INC.
TEXAS REGISTERED ENGINEERING FIRM F-2144

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FREESE NICHOLS
6136 Frisco Square Blvd Suite 375
Frisco, TX 75034
Phone - (972) 624-9201
Web - www.freese.com

TOWN OF PROSPER, TEXAS

FM 1461 12" WATER LINE RELOCATION

GENERAL

TOWN OF PROSPER
STANDARD DETAILS

PROJECT NO.	PRP22655
DATE	FEB 2025
DESIGNED	BCF
DRAWN	KLG
REVISED	KLG
CHECKED	ANC
FILE NAME	cv-trt-dt-detail02.dgn

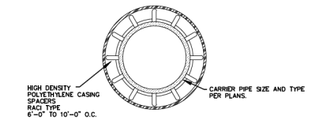
NO.	BY	DATE	ISSUES

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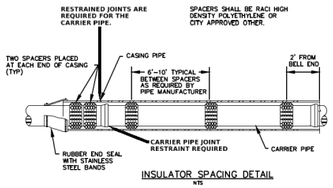
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Plot Date: 4/15/2025 Design:



CASING SPACERS SHALL BE USED TO INSTALL CARRIER PIPE INSIDE THE ENCASEMENT PIPE. TO PROVIDE SUPPORT AROUND THE PERIPHERY OF THE PIPE SHOULD THE PIPE TWIST AS IT IS PUSHED THROUGH THE CASING, THE SPACERS SHALL BE OF A PROJECTION TYPE THAT HAS A MINIMUM NUMBER OF PROJECTIONS AROUND THE CIRCUMFERENCE TOTALLING THE NUMBER OF DIAMETER INCHES. FOR EXAMPLE, 8" PIPE SHALL HAVE A MINIMUM OF 8 PROJECTIONS AND 18" PIPE SHALL HAVE A MINIMUM NUMBER OF 18 PROJECTIONS.

CASING SPACERS SHALL HAVE A MAXIMUM SPACING SPAN OF 10 FEET. THE SPAN BETWEEN SPACERS SHOULD RESULT IN CONSERVATIVE LONG TERM SAFETY FACTOR PROVIDED TOTAL LOAD PER SPACER DOES NOT EXCEED THE MAXIMUM LOAD FOR PIPE FILL OF LIQUID PER SPACER LISTED IN THE LITERATURE FOR CLASS SPACER USED. SPACERS SHALL BE PLACED AS NEEDED TO SUPPORT CARRIER PIPE FULL OR AS OTHERWISE SHOWN ON PLANS. CASING SPACERS SHALL USE DOUBLE BACKED TAPE AS PROVIDED WITH THE SPACERS, TO FASTEN TIGHTLY ONTO THE CARRIER PIPE, SO THAT THE SPACERS DO NOT MOVE DURING INSTALLATION.

PIPE INSULATOR DETAIL
NTS



INSULATOR SPACING DETAIL
NTS

CASING

TOWN OF PROSPER, TEXAS
STANDARD CONSTRUCTION DETAILS

DATE: 06/27/2025
DRAWN BY: ATW
APPROVED BY: STW

SHEET NO. : W19

REESE AND NICHOLS, INC.
TEXAS REGISTERED ENGINEERING FIRM F-2144

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FREESE NICHOLS
6136 Frisco Square Blvd Suite 375
Frisco, TX 75034
Phone - (972) 624-9201
Web - www.freese.com

TOWN OF PROSPER, TEXAS

FM 1461 12" WATER LINE RELOCATION

GENERAL

TOWN OF PROSPER
STANDARD DETAILS

NO.	ISSUES	BY	DATE

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VERIFY SCALE
Bar is one inch on original drawing.
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FSN JOB NO. PRP22655
DATE FEB 2025
DESIGNED BCF
DRAWN KLG
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FILE NAME cv-trf-dt-detail03.dgn

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Plot Scale: 2.000000000 '/in. Model: GeomBL - Plan 1
Plot Offset (X,Y): 0.00, 0.00 Sheets
Office: $ACCOUNT$ Date:6/13/2025 User:08180 File:N:\lf\Drawings\10. Miscellaneous\cv-trf-dt-detail03.dgn

RCSJ No./ Utility ID	RSCJ 1973-01-018/ Utility ID U00026000	DATE	4/28/2026
PROJECT TITLE	FM 1461/ Frontier Pkwy 12" Water Line Improvements	DATE	4/28/2026
CLIENT	Town of Prosper	GROUP	1140
% OF SUBMITTAL	100%	PM	ANC

FM 1461 12" Water Line Project

ESTIMATOR	QC CHECKED BY	FNI PROJECT NO.
BF	ANC	PRP22659

Estimated Construction Cost

ITEM	DESCRIPTION[1]	UNIT	UNIT PRICE	IN KIND QUANTITY	IN KIND TOTAL	BETTERMENT QUANTITY	BETTERMENT TOTAL
A							
1	Mobilization (5%)	PCT	$ 351,000.00	1	$ 351,000	0	$ -
2	Trench Safety System	LF	$ 6.00	13893	$ 83,358	0	$ -
3	Site\ROW Preparation	STA	$ 1,296.18	158	$ 204,550	0	$ -
4	Storm Water Pollution Prevention Plan and Implementation	STA	$ 380.21	158	$ 60,000	0	$ -
5	Traffic Control	MO	$ 25,000.00	6	$ 150,000	0	$ -
6a	Remove Exist. Fire Hydrant	EA	$ 2,100.00	22	$ 46,200	0	$ -
6b	Salvage, and Deliver Exist. Fire Hydrant (TxDOT Credit[2])	EA	$ 2,100.00	-6	$ (12,600)	0	$ -
7	Remove Existing Water Pipe (4" - 12")	LF	$ 65.00	4940	$ 321,100	0	$ -
8	Remove and Reset Irrigation	LF	$ 12.66	7900	$ 100,000	0	$ -
9	Abandon and Grout Existing 12" Water Line	LF	$ 15.00	8960	$ 134,400	0	$ -
10	Abandon Existing Valve	EA	$ 1,000.00	9	$ 9,000	0	$ -
11	Remove Existing Valve	EA	$ 1,500.00	15	$ 22,500	0	$ -
12	Remove and Replace Wire Fence*	LF	$ 55.00	181	$ 9,955	0	$ -
13	Remove and Replace Wooden Fence	LF	$ 50.00	187	$ 9,350	0	$ -
14	Remove, Store, and Reinstall Pipe Fence	LF	$ 60.00	356	$ 21,360	0	$ -
15	Remove, Salvage, and Reinstall Wrought Iron Fence	LF	$ 175.00	60	$ 10,500	0	$ -
16	Remove Concrete Driveway/Roadway/Sidewalk	SY	$ 40.00	1191	$ 47,640	0	$ -
17	Remove Gravel Driveway	SY	$ 8.00	390	$ 3,120	0	$ -
18	Remove Asphalt Driveway	SY	$ 35.00	45	$ 1,575	0	$ -
19	Remove and Replace Stone Wall (3-5 ft)	LF	$ 200.00	137	$ 27,400	0	$ -
20	12" DR-18 PVC Water Line by Open Cut	LF	$ 190.00	13770	$ 2,616,300	0	$ -
21	12" DR-18 PVC Water Line (Carrier Pipe within Steel Encased Bore)	LF	$ 200.00	667	$ 133,400	0	$ -
22	12" DR-14 Fusible PVC Water Line by Directional Drilling	LF	$ 300.00	1344	$ 403,200	0	$ -
23	8" DR-14 PVC Water Line By Open Cut	LF	$ 150.00	123	$ 18,450	0	$ -
24	24" Steel Casing by Open Cut*	LF	$ 670.00	135	$ 90,450	0	$ -
25	24" Steel Casing by Bore*	LF	$ 740.00	667	$ 493,580	0	$ -
26	2" CAV Assembly*	EA	$ 7,500.00	3	$ 22,500	0	$ -
27	12" Gate Valve*	EA	$ 10,000.00	47	$ 470,000	0	$ -
28	8" Gate Valve*	EA	$ 3,000.00	8	$ 24,000	0	$ -
29	Temporary 8"Water Line Service	LF	$ 131.98	4925	$ 650,000	0	$ -
30	Temporary FH Assemblies with Valve	EA	$ 5,000.00	9	$ 45,000	0	$ -
31	Fire Hydrant Assembly with Valve*	EA	$ 8,715.00	33	$ 287,595	0	$ -
32	Connection to Existing Water Line	EA	$ 9,000.00	11	$ 99,000	0	$ -
33	Sodding	SY	$ 5.00	18700	$ 93,500	0	$ -
34	Concrete Driveway Replacement (6" Thick)*	SY	$ 150.00	102	$ 15,300	0	$ -
35	Concrete Pavement Replacement (6" Thick)*	SY	$ 200.00	340	$ 68,000	0	$ -
36	6" Concrete Sidewalk/Shared Use Path*	SY	$ 80.00	614	$ 49,120	0	$ -
37	Asphalt Driveway (2" Type D, 4" Type B)	SY	$ 70.00	32	$ 2,240	0	$ -
38	Gravel Driveway (6" Thick)	SY	$ 70.00	259	$ 18,130	0	$ -
39	1" Meter Replacement and Reconnection	EA	$ 1,500.00	14	$ 21,000	0	$ -
40	2" Meter Replacement and Reconnection	EA	$ 2,000.00	1	$ 2,000	0	$ -
41	Furnish and Install New 1" Service Line and Meter	EA	$ 2,500.00	1	$ 2,500	0	$ -
42	Capital Improvement Sign	EA	$ 400.00	2	$ 800	0	$ -
43	Temporary Fencing	LF	$ 80.00	428	$ 34,240	0	$ -
44	Seeding	SY	$ 1.50	60600	$ 90,900	0	$ -

SUBTOTAL	**$ 7,351,613**
BETTERMENT TOTAL	**$ -**
REIMBURSABLE COST*	**$ 7,351,613**

B	LAND ACQUISITION				
B-1	UTILITY EASEMENTS	SF	$15.00	22300	$334,500
B-2	TEMPORARY CONSTRUCTION EASEMENTS	SF	$7.50	35700	$267,750
				LAND SUBTOTAL	**$602,250**

C	TOWN OF PROSPER ENGINEERING, ADMINSTRATIVE & INSPECTION COSTS				
C-1	ESTIMATED TOWN OF PROSPER ENGINEERING, ADMINSTRATIVE & INSPECTION COSTS				**$52,060**

See page 61 for breakdown following this page

D	FREESE AND NICHOLS PROFESSIONAL SERVICE COSTS				
D-1	FREESE AND NICHOLS PROFESSIONAL SERVICE COSTS	EA			**$399,900**

See page 59-60 for breakdown following this page

Estimated Reimbursement Summary Information	
Total In Kind Cost	$8,405,823.00
Total Betterment Cost (A)	$0.00
Total Cost (In Kind + Betterment) (B)	**$8,405,823.00**
Betterment Credit Percentage (A/B)	0.00%
Total Cost x Betterment Credit Percentage	$ -
Composite Eligibility Ratio (CER)	89.69%
Total TxDOT Reimbursement (B-(B*(A/B))*CER)	**$ 7,539,071.58**
Total Cost to Town of Prosper	**$ 866,751.42**

NOTES	
*	Line Item Must be Buy America compliant in accordance with TxDOT/FHWA guidance letter dated October 3,2019
1	All project components which will need to be Buy America compliant include but are not limited to rebar for concrete, iron fittings, vaults, meters, valves, pipe, and pipeline appurtenances.
2	6 Fire hydrants during construction were able to be salvaged and reused by the Town of Prosper, and those 6 were deducted from the reimbursement request and not quantified.

Town of Prosper
Frontier Pkwy Water Line
7/7/2022
Detailed Cost Breakdown

Project Fee Summary	
Basic Services	$ 201,200
Special Services	$ 198,700
Total Project	$ 399,900

Project Fee Summary	
Basic Services	201,200
Special Services	198,700
Total Project	399,900

Project Fee Summary	
Basic Services	201,200
Special Services	198,700
Total Project	399,900

Tasks				Labor														Expenses											Subconsultants				Total
Phase	Task	Basic or Special	Task Description	Clayton Barnard	Mitchell Sawtelle	Robert Martin	Jim Baddaker	Alan Hutson	Jane Jenks	Michael Votaw	Richard Aldredge	Wes Wiegreffe	Melissa Kinzer	Brian King	Derek Gianan	Total Hours	Total Labor Effort	Tech Charge	Miles	Meals	Hotel	B&W (sheet)	Color (sheet)	Binding (each)	Lg Format - Bond - B&W (sq. ft.)	Lg Format - Glossy/Mylar - B&W (sq. ft.)	Other	Total Expense Effort	1519	CobbFendley	Sub Name 3	Total Sub Effort	Total Effort
				PM	DE	CAD	QC	QA	CA	ES QC	ES Lead	ES Support	ES GIS	ARCH	scheduler																		
				$246	$161	$180	$246	$281	$131	$246	$210	$134	$134	$184	$174																		
																	$ -										$ -				$ -	$ -
		Basic	**Concept Design**														$ -										$ -				$ -	$ -
		Basic	General and PM	32											3	35	$ 8,394	35									$ 893				$ -	$ 9,287
		Basic	Internal kickoff	1	1	1	1	1								5	$ 1,114	5									$ 43				$ -	$ 1,157
		Basic	External kickoff	2	4											6	$ 1,136	6									$ 51				$ -	$ 1,187
		Basic	Obtain and Review Data		4	16										20	$ 3,524	20									$ 170				$ -	$ 3,694
		Basic	Access Letters		6											6	$ 966	6									$ 51				$ -	$ 1,017
		Basic	Develop Alignment options	2	6	24										32	$ 5,778	32									$ 272				$ -	$ 6,050
		Basic	Field review	4	6	4										14	$ 2,670	14									$ 119				$ -	$ 2,789
		Basic	Utility coordination meeting	2												2	$ 492	2									$ 17				$ -	$ 509
		Basic	Develop roll plot		24	60										84	$ 14,957	84									$ 714				$ -	$ 15,671
		Basic	Develop OPCC	2	8											10	$ 1,780	10									$ 85				$ -	$ 1,865
		Basic	QA/QC	4			4	4								12	$ 3,092	12									$ 102				$ -	$ 3,194
		Basic	Submit to Town		4	4										8	$ 1,364	8									$ 68				$ -	$ 1,432
		Basic	Review meeting	2	2											4	$ 814	4									$ 34				$ -	$ 848
																	$ -										$ -				$ -	$ -
		Basic	**Final Design**														$ -										$ -				$ -	$ -
		Basic	General and PM	12											1	13	$ 3,251	13								1004	$ 1,265				$ -	$ 4,516
		Basic	Prepare 60% Plans	4	24	120										148	$ 27,506	148									$ 1,258				$ -	$ 28,764
		Basic	Incorporate TxDOT, franchise		8	12										20	$ 3,586	20									$ 170				$ -	$ 3,756
		Basic	Spec TOC	1	2											3	$ 591	3									$ 26				$ -	$ 616
		Basic	OPCC		6											6	$ 1,005	6									$ 51				$ -	$ 1,056
		Basic	Midpoint QA/QC	4			6	4								14	$ 3,727	14									$ 119				$ -	$ 3,846
		Basic	Design submittal		8	12										20	$ 3,586	20									$ 170				$ -	$ 3,756
		Basic	Review Meeting	2	4											6	$ 1,181	6									$ 51				$ -	$ 1,232
		Basic	Prepare 90% Plans	4	48	160										212	$ 39,012	212									$ 1,802				$ -	$ 40,814
		Basic	Prepare Technical Specs	2	16											18	$ 3,191	18									$ 153				$ -	$ 3,344
		Basic	Final QA/QC Constructability	4			12	4								20	$ 5,262	20									$ 170				$ -	$ 5,432
		Basic	90% Design Submittal		16	32										48	$ 8,669	48									$ 408				$ -	$ 9,077
		Basic	Review meeting	2	4											6	$ 1,181	6									$ 51				$ -	$ 1,232
		Basic	Prepare final Plans	2	24	80										106	$ 19,506	106									$ 901				$ -	$ 20,407
																	$ -										$ -				$ -	$ -
		Basic	**Bid Phase**														$ -										$ -				$ -	$ -
		Basic	General and PM	2												2	$ 512	2								786.5	$ 921				$ -	$ 1,433
		Basic	Bid Notification and Advertisement														$ -										$ -				$ -	$ -
		Basic	Manage Bidder Questions	2	12											14	$ 2,521	14									$ 119				$ -	$ 2,640
		Basic	Bid Processing														$ -										$ -				$ -	$ -
		Basic	Bid Recomendation														$ -										$ -				$ -	$ -
		Basic	Construction Documents / Conform		12	8										20	$ 3,507	20									$ 170				$ -	$ 3,677
		Basic	Issue Construction Documents														$ -										$ -				$ -	$ -
																	$ -										$ -				$ -	$ -
		Basic	**Construction Phase**														$ -										$ -				$ -	$ -
		Basic	General and PM	6											1	7	$ 1,716	7								545.5	$ 687				$ -	$ 2,403
		Basic	Preconstruction Meeting	2	2											4	$ 847	4									$ 34				$ -	$ 881
		Basic	Project Administration														$ -										$ -				$ -	$ -
		Basic	Site Visits (Monthly)														$ -										$ -				$ -	$ -
		Basic	Submittal Review and Manage	2	40				8							50	$ 8,299	50									$ 425				$ -	$ 8,724
		Basic	CO / FO Issue and Manage														$ -										$ -				$ -	$ -
		Basic	Substantial Inspection														$ -										$ -				$ -	$ -
		Basic	Final Inspection														$ -										$ -				$ -	$ -
		Basic	Record Drawings		4	16										20	$ 3,665	20									$ 170				$ -	$ 3,835
		Basic	Project Close out	4												4	$ 1,023	4									$ 34				$ -	$ 1,057
																	$ -										$ -				$ -	$ -
		Special	TxDOT Coordination														$ -										$ -				$ -	$ -
		Special	Coordination Meetings	16	16											32	$ 6,772	32								761	$ 1,147				$ -	$ 7,920
		Special	UIR Submittal	2	4	6										12	$ 2,305	12									$ 102				$ -	$ 2,407
		Special	UIR Re-submittal	2	4	4										10	$ 1,930	10									$ 85				$ -	$ 2,015
		Special	SUA Cost		12											12	$ 2,009	12									$ 102				$ -	$ 2,111
		Special	SUA easements	2	8											10	$ 1,851	10									$ 85				$ -	$ 1,936
		Special	SUA submittal	6	24	16										46	$ 8,549	46									$ 391				$ -	$ 8,940
		Special	SUA resubmittal	4	16	12										32	$ 5,949	32									$ 272				$ -	$ 6,221
																	$ -										$ -				$ -	$ -
		Special	Easement Research														$ -										$ -				$ -	$ -
		Special	PM Coordination	2												2	$ 492	2								53	$ 78				$ -	$ 570
		Special	Sub work														$ -										$ -	7,200			$ 8,280	$ 8,280
																	$ -										$ -				$ -	$ -
		Special	Boundary Survey														$ -										$ -				$ -	$ -
		Special	PM Coordination	2												2	$ 492	2								18.5	$ 38				$ -	$ 530
		Special	Sub work														$ -										$ -	19,800			$ 22,770	$ 22,770
																	$ -										$ -				$ -	$ -
		Special	Topographical Survey														$ -										$ -				$ -	$ -
		Special	PM Coordination/ QC	2		2										4	$ 852	4								12	$ 48				$ -	$ 900
		Special	Sub Work														$ -										$ -	70,000			$ 80,500	$ 80,500
																	$ -										$ -				$ -	$ -
		Special	Easement Documents														$ -										$ -				$ -	$ -
		Special	PM Coordination/ QC	2	2											4	$ 814	4								97	$ 146				$ -	$ 960
		Special	Sub work														$ -										$ -	9,600			$ 11,040	$ 11,040
																	$ -										$ -				$ -	$ -
		Special	SUE														$ -										$ -				$ -	$ -
		Special	PM Coordination	1	2											3	$ 568	3								33	$ 63				$ -	$ 631
		Special	Level A														$ -										$ -		13,500		$ 15,525	$ 15,525
		Special	PM Coordination	1	2											3	$ 568	3									$ 26				$ -	$ 594
		Special	Level B														$ -										$ -		10,000		$ 11,500	$ 11,500
																	$ -										$ -				$ -	$ -
		Special	Environmental Services														$ -										$ -				$ -	$ -
		Special	Compile Info								2	2	2			6	$ 956	6									$ 51				$ -	$ 1,007
		Special	Conduct site visit								8	8				16	$ 2,752	16	50							511.5	$ 753				$ -	$ 3,505
		Special	Prepare tech memo							1	16		6			23	$ 4,410	23									$ 196				$ -	$ 4,606
		Special	THC coordination											12		12	$ 2,208	12									$ 102				$ -	$ 2,310
		Special	Project team coordination	2						1	4	2				9	$ 1,846	9									$ 77				$ -	$ 1,923
																	$ -										$ -				$ -	$ -
																	$ -										$ -				$ -	$ -
			Total Hours / Quantity	**150**	**385**	**589**	**23**	**13**	**8**	**2**	**30**	**12**	**8**	**12**	**5**	**1,237**		**1,237**	**50**	**-**	**-**	**-**	**-**	**-**	**-**	**-**	**4,340**		**$ 106,600**	**$ 23,500**	**$ -**		
			Total Effort	**$ 37,756**	**$ 64,084**	**$ 109,678**	**$ 5,835**	**$ 3,743**	**$ 1,090**	**$ 492**	**$ 6,300**	**$ 1,608**	**$ 1,072**	**$ 2,208**	**$ 884**		**$ 234,750**	**$ 10,515**	**$ 29**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ 4,991**	**$ 15,535**	**$ 122,590**	**$ 27,025**	**$ -**	**$ 149,615**	**$ 399,900**

6136 Frisco Square Blvd., Suite 375 + Frisco, Texas 75034 + 972-624-9201 + FAX 817-735-7491
www.freese.com

COMPENSATION

ATTACHMENT CO

Compensation to FNI for Basic Services in Attachment SC shall be the lump sum of Two Hundred One Thousand Two Hundred Dollars ($201,200).

Compensation to FNI for Special Services in Attachment SC shall be computed on the basis of the following Schedule of Charges, but shall not exceed One Hundred Ninety Eight Thousand Seven Hundred Dollars ($198,700).

If FNI sees the Scope of Services changing so that Additional Services are needed, including but not limited to those services described as Additional Services in Attachment SC, FNI will notify OWNER for OWNER's approval before proceeding. Additional Services shall be computed based on the following Schedule of Charges.

Position	Hourly Rate
Professional 1	134
Professional 2	161
Professional 3	184
Professional 4	210
Professional 5	246
Professional 6	281
Construction Manager 1	107
Construction Manager 2	139
Construction Manager 3	164
Construction Manager 4	203
CAD Technician/Designer 1	113
CAD Technician/Designer 2	148
CAD Technician/Designer 3	180
Corporate Project Support 1	109
Corporate Project Support 2	131
Corporate Project Support 3	174
Intern / Coop	66
Senior Advisor	175

Rates for In-House Services and Equipment

Mileage

Standard IRS Rates

Technology Charge

$8.50 per hour

Bulk Printing and Reproduction

	B&W	Color
Small Format (per copy)	$0.10	$0.25
Large Format (per sq. ft.)		
Bond	$0.25	$0.75
Glossy / Mylar	$0.75	$1.25
Vinyl / Adhesive	$1.50	$2.00
Mounting (per sq. ft.)	$2.00	
Binding (per binding)	$0.25	

Equipment

Valve Crew Vehicle (hour)		$75
Pressure Data Logger (each)		$200
Water Quality Meter (per day)		$100
Microscope (each)		$150
Pressure Recorder (per day)		$100
Ultrasonic Thickness Guage (per day)		$275
Coating Inspection Kit (per day)		$275
Flushing / Cfactor (each)		$500
Backpack Electrofisher (each)		$1,000
	Survey Grade	Standard
Drone (per day)	$200	$100
GPS (per day)	$150	$50

OTHER DIRECT EXPENSES:

Other direct expenses are reimbursed at actual cost times a multiplier of 1.15. They include outside printing and reproduction expense, communication expense, travel, transportation and subsistence away from the FNI office. For other miscellaneous expenses directly related to the work, including costs of laboratory analysis, test, and other work required to be done by independent persons other than staff members, these services will be billed at a cost times a multipler of 1.15. For Resident Representative services performed by non-FNI employees and CAD services performed In-house by non-FNI employees where FNI provides workspace and equipment to perform such services, these services will be billed at cost times a multiplier of 2.0. This markup approximates the cost to FNI if an FNI employee was performing the same or similar services.

These ranges and/or rates will be adjusted annually in February. Last updated 2021.

Town of Prosper FM 1461/Frontier Pkwy 12” Water Line Relocation				
Employee	Unit	Quantity	Rate	Costs
Engineering Costs				
Project Manager	Hrs	200	$ 50.00	$ 10,000.00
Transportation	Miles	100	$ 0.70	$ 70.00
			Engineer Total	$ 10,070.00
Inspection Costs				
Senior Inspector	Hrs	675	$ 62.00	$ 41,850.00
Transportation	Miles	200	$ 0.70	$ 140.00
			Inspection Total	$ 41,990.00
			Town of Prosper Total	**$ 52,060.00**

Attachment "B"
Accounting Method

☒ **Actual Cost Method of Accounting**

The utility accumulates cost under a work order accounting procedure prescribed by the Federal or State regulatory body and proposes to request reimbursement for actual direct and related indirect costs.

☐ **Lump Sum Method of Accounting**

The Utility proposed to request reimbursement based on an agreed lump sum amount supported by a detailed cost analysis.

Attachment "C"
Schedule of Work

Estimated Start Date (mm/dd/yyyy): 08/04/2025, subject to physical work restrictions prior to the issuance of environmental clearance as required by the provisions of this agreement. (If construction will be joint bid and included in the highway contract, enter the project let date.)

Estimated Duration (number of days): 291

Estimated Completion Date (mm/dd/yyyy): 05/22/2026

Attachment "D"
Statement Covering Contract Work

Construction Contract: Complete form ROW-U-48 and ROW-U-48-1 if applicable.

☐ Utility performing with their own forces (timesheets will be required at the time of billing).

☒ Utility will use outside forces to perform the adjustment, complete attached ROW-U-48 or ROW-U-48-1 (joint bid).

Engineering Contract:

☐ Utility performing with their own forces (timesheets will be required at the time of billing).

☒ Utility will use consultant contract (continuing contract rate sheets or fee schedule will be required).

☐ TxDOT will procure a utility engineering consultant.

Texas Department of Transportation

STATEMENT COVERING UTILITY CONSTRUCTION CONTRACT WORK
(AS APPEARING IN ESTIMATE)

Form ROW-U-48
(Rev. 10/20)
Page of

U-Number: N/A

Utility ID: U00026000

ROW CSJ Number: 1973-01-018

District: Dallas

County: Collin

Highway No.: FM 1461

Federal Project No.: STP 2B20(312)

I, Chuck Ewings, a duly authorized and qualified representative of Town of Prosper, Texas, hereinafter referred to as **Owner**, am fully cognizant of the facts and make the following statements in respect to work which will or may be done on a contract basis as it appears in the estimate to which this statement is attached.

It is more economical and/or expedient for **Owner** to contract this adjustment, or **Owner** is not adequately staffed or equipped to perform the necessary work on this project with its own forces to the extent as indicated on the estimate.

Procedure to be Used in Contracting Work

☑ A. Solicitation for bids is to be accomplished through open advertising and contract is to be awarded to the lowest qualified bidder who submits a proposal in conformity with the requirements and specifications for the work to be performed. Associated bid tabulations will be provided to the **State**.

☐ B. Solicitation for bids is to be accomplished by circulating to a list of pre-qualified contractors or known qualified contractors and such contract is to be awarded to the lowest qualified bidder who submits a proposal in conformity with the requirements and specifications for the work to be performed. Associated bid tabulations will be provided to the **State**. Such presently known contractors are listed below:

1. [+] [-]
2. [+] [-]
3. [+] [-]
4. [+] [-]
5. [+] [-]

☐ C. The work is to be performed under an existing continuing contract under which certain work is regularly performed for **Owner** and under which the lowest available costs are developed. The existing continuing contract will be made available to the **State** for review at a location mutually acceptable to the **Owner** and the **State**. If only part of the contract work is to be done under an existing contract, give detailed information by attachment hereto.

☐ D. The utility proposes to contract outside the foregoing requirements and therefore evidence in support of its proposal is attached to the estimate in order to obtain the concurrence of the **State**, and the Federal Highway Administration Division Engineer where applicable, prior to taking action thereon (approval of the agreement shall be considered as approval of such proposal).

☐ E. The utility plans and specifications, with the consent of the **State**, will be included in the construction contract awarded by the **State**. In the best interest of both the **State** and the **Owner**, the **Owner** requests the **State** to include the plans and specifications for this work in the general contract for construction of Highway _____ that the work can be coordinated with the other construction operations; and the construction contract is to be awarded by the **State** to the lowest qualified bidder who submits a proposal in conformity with the requirements and specifications for the work to be performed. If this option is chosen, attach form ROW-U-48-1, the terms of which are incorporated herein by reference.

Signature

11/6/2025
Date

Contact/Help

Assistant Town Manager
Title

Town of Prosper
Frontier Pkwy Water Line
7/7/2022
Detailed Cost Breakdown

Project Fee Summary	
Basic Services	$ 201,200
Special Services	$ 198,700
Total Project	$ 399,900

Project Fee Summary	
Basic Services	201,200
Special Services	198,700
Total Project	399,900

Project Fee Summary	
Basic Services	201,200
Special Services	198,700
Total Project	399,900

Tasks				Labor														Expenses											Subconsultants				Total
Phase	Task	Basic or Special	Task Description	Clayton Barnard	Mitchell Sawtelle	Robert Martin	Jim Baddaker	Alan Hutson	Jane Jenks	Michael Votaw	Richard Aldredge	Wes Wiegreffe	Melissa Kinzer	Brian King	Derek Gianan	Total Hours	Total Labor Effort	Tech Charge	Miles	Meals	Hotel	B&W (sheet)	Color (sheet)	Binding (each)	Lg Format - Bond - B&W (sq. ft.)	Lg Format - Glossy/Mylar - B&W (sq. ft.)	Other	Total Expense Effort	1519	CobbFendley	Sub Name 3	Total Sub Effort	Total Effort
				PM	DE	CAD	QC	QA	CA	ES QC	ES Lead	ES Support	ES GIS	ARCH	scheduler																		
				$246	$161	$180	$246	$281	$131	$246	$210	$134	$134	$184	$174																		
																	$ -										$ -				$ -	$ -
		Basic	**Concept Design**														$ -										$ -				$ -	$ -
		Basic	General and PM	32											3	35	$ 8,394	35									$ 893				$ -	$ 9,287
		Basic	Internal kickoff	1	1	1	1	1								5	$ 1,114	5									$ 43				$ -	$ 1,157
		Basic	External kickoff	2	4											6	$ 1,136	6									$ 51				$ -	$ 1,187
		Basic	Obtain and Review Data		4	16										20	$ 3,524	20									$ 170				$ -	$ 3,694
		Basic	Access Letters		6											6	$ 966	6									$ 51				$ -	$ 1,017
		Basic	Develop Alignment options	2	6	24										32	$ 5,778	32									$ 272				$ -	$ 6,050
		Basic	Field review	4	6	4										14	$ 2,670	14									$ 119				$ -	$ 2,789
		Basic	Utility coordination meeting	2												2	$ 492	2									$ 17				$ -	$ 509
		Basic	Develop roll plot		24	60										84	$ 14,957	84									$ 714				$ -	$ 15,671
		Basic	Develop OPCC	2	8											10	$ 1,780	10									$ 85				$ -	$ 1,865
		Basic	QA/QC	4			4	4								12	$ 3,092	12									$ 102				$ -	$ 3,194
		Basic	Submit to Town		4	4										8	$ 1,364	8									$ 68				$ -	$ 1,432
		Basic	Review meeting	2	2											4	$ 814	4									$ 34				$ -	$ 848
																	$ -										$ -				$ -	$ -
		Basic	**Final Design**														$ -										$ -				$ -	$ -
		Basic	General and PM	12											1	13	$ 3,251	13								1004	$ 1,265				$ -	$ 4,516
		Basic	Prepare 60% Plans	4	24	120										148	$ 27,506	148									$ 1,258				$ -	$ 28,764
		Basic	Incorporate TxDOT, franchise		8	12										20	$ 3,586	20									$ 170				$ -	$ 3,756
		Basic	Spec TOC	1	2											3	$ 591	3									$ 26				$ -	$ 616
		Basic	OPCC		6											6	$ 1,005	6									$ 51				$ -	$ 1,056
		Basic	Midpoint QA/QC	4			6	4								14	$ 3,727	14									$ 119				$ -	$ 3,846
		Basic	Design submittal		8	12										20	$ 3,586	20									$ 170				$ -	$ 3,756
		Basic	Review Meeting	2	4											6	$ 1,181	6									$ 51				$ -	$ 1,232
		Basic	Prepare 90% Plans	4	48	160										212	$ 39,012	212									$ 1,802				$ -	$ 40,814
		Basic	Prepare Technical Specs	2	16											18	$ 3,191	18									$ 153				$ -	$ 3,344
		Basic	Final QA/QC Constructability	4			12	4								20	$ 5,262	20									$ 170				$ -	$ 5,432
		Basic	90% Design Submittal		16	32										48	$ 8,669	48									$ 408				$ -	$ 9,077
		Basic	Review meeting	2	4											6	$ 1,181	6									$ 51				$ -	$ 1,232
		Basic	Prepare final Plans	2	24	80										106	$ 19,506	106									$ 901				$ -	$ 20,407
																	$ -										$ -				$ -	$ -
		Basic	**Bid Phase**														$ -										$ -				$ -	$ -
		Basic	General and PM	2												2	$ 512	2								786.5	$ 921				$ -	$ 1,433
		Basic	Bid Notification and Advertisement														$ -										$ -				$ -	$ -
		Basic	Manage Bidder Questions	2	12											14	$ 2,521	14									$ 119				$ -	$ 2,640
		Basic	Bid Processing														$ -										$ -				$ -	$ -
		Basic	Bid Recomendation														$ -										$ -				$ -	$ -
		Basic	Construction Documents / Conform		12	8										20	$ 3,507	20									$ 170				$ -	$ 3,677
		Basic	Issue Construction Documents														$ -										$ -				$ -	$ -
																	$ -										$ -				$ -	$ -
		Basic	**Construction Phase**														$ -										$ -				$ -	$ -
		Basic	General and PM	6											1	7	$ 1,716	7								545.5	$ 687				$ -	$ 2,403
		Basic	Preconstruction Meeting	2	2											4	$ 847	4									$ 34				$ -	$ 881
		Basic	Project Administration														$ -										$ -				$ -	$ -
		Basic	Site Visits (Monthly)														$ -										$ -				$ -	$ -
		Basic	Submittal Review and Manage	2	40				8							50	$ 8,299	50									$ 425				$ -	$ 8,724
		Basic	CO / FO Issue and Manage														$ -										$ -				$ -	$ -
		Basic	Substantial Inspection														$ -										$ -				$ -	$ -
		Basic	Final Inspection														$ -										$ -				$ -	$ -
		Basic	Record Drawings		4	16										20	$ 3,665	20									$ 170				$ -	$ 3,835
		Basic	Project Close out	4												4	$ 1,023	4									$ 34				$ -	$ 1,057
																	$ -										$ -				$ -	$ -
		Special	TxDOT Coordination														$ -										$ -				$ -	$ -
		Special	Coordination Meetings	16	16											32	$ 6,772	32								761	$ 1,147				$ -	$ 7,920
		Special	UIR Submittal	2	4	6										12	$ 2,305	12									$ 102				$ -	$ 2,407
		Special	UIR Re-submittal	2	4	4										10	$ 1,930	10									$ 85				$ -	$ 2,015
		Special	SUA Cost		12											12	$ 2,009	12									$ 102				$ -	$ 2,111
		Special	SUA easements	2	8											10	$ 1,851	10									$ 85				$ -	$ 1,936
		Special	SUA submittal	6	24	16										46	$ 8,549	46									$ 391				$ -	$ 8,940
		Special	SUA resubmittal	4	16	12										32	$ 5,949	32									$ 272				$ -	$ 6,221
																	$ -										$ -				$ -	$ -
		Special	Easement Research														$ -										$ -				$ -	$ -
		Special	PM Coordination	2												2	$ 492	2								53	$ 78				$ -	$ 570
		Special	Sub work														$ -										$ -	7,200			$ 8,280	$ 8,280
																	$ -										$ -				$ -	$ -
		Special	Boundary Survey														$ -										$ -				$ -	$ -
		Special	PM Coordination	2												2	$ 492	2								18.5	$ 38				$ -	$ 530
		Special	Sub work														$ -										$ -	19,800			$ 22,770	$ 22,770
																	$ -										$ -				$ -	$ -
		Special	Topographical Survey														$ -										$ -				$ -	$ -
		Special	PM Coordination/ QC	2		2										4	$ 852	4								12	$ 48				$ -	$ 900
		Special	Sub Work														$ -										$ -	70,000			$ 80,500	$ 80,500
																	$ -										$ -				$ -	$ -
		Special	Easement Documents														$ -										$ -				$ -	$ -
		Special	PM Coordination/ QC	2	2											4	$ 814	4								97	$ 146				$ -	$ 960
		Special	Sub work														$ -										$ -	9,600			$ 11,040	$ 11,040
																	$ -										$ -				$ -	$ -
		Special	SUE														$ -										$ -				$ -	$ -
		Special	PM Coordination	1	2											3	$ 568	3								33	$ 63				$ -	$ 631
		Special	Level A														$ -										$ -		13,500		$ 15,525	$ 15,525
		Special	PM Coordination	1	2											3	$ 568	3									$ 26				$ -	$ 594
		Special	Level B														$ -										$ -		10,000		$ 11,500	$ 11,500
																	$ -										$ -				$ -	$ -
		Special	Environmental Services														$ -										$ -				$ -	$ -
		Special	Compile Info								2	2	2			6	$ 956	6									$ 51				$ -	$ 1,007
		Special	Conduct site visit								8	8				16	$ 2,752	16	50							511.5	$ 753				$ -	$ 3,505
		Special	Prepare tech memo							1	16		6			23	$ 4,410	23									$ 196				$ -	$ 4,606
		Special	THC coordination											12		12	$ 2,208	12									$ 102				$ -	$ 2,310
		Special	Project team coordination	2						1	4	2				9	$ 1,846	9									$ 77				$ -	$ 1,923
																	$ -										$ -				$ -	$ -
																	$ -										$ -				$ -	$ -
			Total Hours / Quantity	**150**	**385**	**589**	**23**	**13**	**8**	**2**	**30**	**12**	**8**	**12**	**5**	**1,237**		**1,237**	**50**	**-**	**-**	**-**	**-**	**-**	**-**	**-**	**4,340**		**$ 106,600**	**$ 23,500**	**$ -**		
			Total Effort	**$ 37,756**	**$ 64,084**	**$ 109,678**	**$ 5,835**	**$ 3,743**	**$ 1,090**	**$ 492**	**$ 6,300**	**$ 1,608**	**$ 1,072**	**$ 2,208**	**$ 884**		**$ 234,750**	**$ 10,515**	**$ 29**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ 4,991**	**$ 15,535**	**$ 122,590**	**$ 27,025**	**$ -**	**$ 149,615**	**$ 399,900**

6136 Frisco Square Blvd., Suite 375 + Frisco, Texas 75034 + 972-624-9201 + FAX 817-735-7491
www.freese.com

COMPENSATION

ATTACHMENT CO

Compensation to FNI for Basic Services in Attachment SC shall be the lump sum of Two Hundred One Thousand Two Hundred Dollars ($201,200).

Compensation to FNI for Special Services in Attachment SC shall be computed on the basis of the following Schedule of Charges, but shall not exceed One Hundred Ninety Eight Thousand Seven Hundred Dollars ($198,700).

If FNI sees the Scope of Services changing so that Additional Services are needed, including but not limited to those services described as Additional Services in Attachment SC, FNI will notify OWNER for OWNER's approval before proceeding. Additional Services shall be computed based on the following Schedule of Charges.

Position	Hourly Rate
Professional 1	134
Professional 2	161
Professional 3	184
Professional 4	210
Professional 5	246
Professional 6	281
Construction Manager 1	107
Construction Manager 2	139
Construction Manager 3	164
Construction Manager 4	203
CAD Technician/Designer 1	113
CAD Technician/Designer 2	148
CAD Technician/Designer 3	180
Corporate Project Support 1	109
Corporate Project Support 2	131
Corporate Project Support 3	174
Intern / Coop	66
Senior Advisor	175

Rates for In-House Services and Equipment

Mileage

Standard IRS Rates

Technology Charge

$8.50 per hour

Bulk Printing and Reproduction

	B&W	Color
Small Format (per copy)	$0.10	$0.25
Large Format (per sq. ft.)		
Bond	$0.25	$0.75
Glossy / Mylar	$0.75	$1.25
Vinyl / Adhesive	$1.50	$2.00
Mounting (per sq. ft.)	$2.00	
Binding (per binding)	$0.25	

Equipment

Valve Crew Vehicle (hour)		$75
Pressure Data Logger (each)		$200
Water Quality Meter (per day)		$100
Microscope (each)		$150
Pressure Recorder (per day)		$100
Ultrasonic Thickness Guage (per day)		$275
Coating Inspection Kit (per day)		$275
Flushing / Cfactor (each)		$500
Backpack Electrofisher (each)		$1,000
	Survey Grade	Standard
Drone (per day)	$200	$100
GPS (per day)	$150	$50

OTHER DIRECT EXPENSES:

Other direct expenses are reimbursed at actual cost times a multiplier of 1.15. They include outside printing and reproduction expense, communication expense, travel, transportation and subsistence away from the FNI office. For other miscellaneous expenses directly related to the work, including costs of laboratory analysis, test, and other work required to be done by independent persons other than staff members, these services will be billed at a cost times a multipler of 1.15. For Resident Representative services performed by non-FNI employees and CAD services performed In-house by non-FNI employees where FNI provides workspace and equipment to perform such services, these services will be billed at cost times a multiplier of 2.0. This markup approximates the cost to FNI if an FNI employee was performing the same or similar services.

These ranges and/or rates will be adjusted annually in February. Last updated 2021.

Attachment "E"
Utility Joint Use Agreement – (ROW-U-JUA) and/or RULIS Permit

☐ Utility Joint Use Agreement (ROW–U–JUA)
☐ Plans with joint use area highlighted are included.

☒ RULIS Permit Number: 00002/20250711/409266/548519/UP
The utility should obtain an approved permit before the start of construction inside of the highway right of way.

☐ Quitclaim will be submitted at the Final Billing

UTILITY PERMIT APPROVAL

TO:	Heischman Daniel
	Town of Prosper
	250 W First Prosper,75078

Date:	07-31-2025
Application/Permit No.:	00002/20250711/409266/548519/UP
District:	Dallas

Highway	Control Section	Maintenance Section	County
FM1461-K: From milepost 586-0.497 To milepost 588+0.335	1973-01		Collin
FM1461-K: From the intersection SH 289 At the intersection FM 2478	1973-01		Collin

Schedule Dates: from 07/31/2025 to 01/31/2026

TxDOT offers no objection to the location on the right-of-way of your proposed utility installation, as described by Notice of Proposed Utility Installation No. 00002/20250711/409266/548519/UP dated

07/14/2025 and accompanying documentation, except as noted below.

APPROVED WITH NO LANE CLOSURE APPLICANT MUST FILL OUT A PERMIT NOTIFICATION AND NOTIFY CHRIS.DACUS@TXDOT.GOV 48hrs before star□ng work. Approved. The proposed u□lity work is not in conflict with TxDOT construc□on project. TXDOT standard TCP 1-1 is required to do this work, only txdot tcps are allowed on txdot roads, it must be submited and approved prior to construc□on. Extra cau□on should be taken when boring under TxDOT's road to make sure not to damage the road. Temporary and construc□on entrances are not part of the u□lity permi□ng process and must be applied for separately. Please contact TxDOT COLLIN COUNTY MAINTENANCE SUPERVISOR Derick Davis@972-547-2326. It is understood that it is the responsibility of the u□lity owner to contact TxDOT 48 hrs prior to the start of construc□on using the RULIS System and by email or phone call to the area office U□lity Coordinator. It is also the owners responsibility to contact TxDOT once the construc□on is complete. SHOULD THIS INSTALLATION RESULT IN CONFLICT WITH FUTURE CONSTRUCTION, YOU WILL BE REQUIRED TO REMOVE AND RELOCATE THE FACILITIES, I.E. FIBER/COPPER LINES/POLES, PIPE/CONDUIT, HANDHOLES, MANHOLES, CABINETS, CHECK VALVES, METERS, ETC. MUST BE PLACED IN COORDINATION WITH THE NEW PROPOSED/FUTURE, FINAL GRADES/ELEVATIONS, ROW LIMITS, AND OTHER UTILITIES AT YOUR EXPENSE.

Special Provisions:

You are required to notify TxDOT 48 hours (2 business days) before you start construction to allow for proper inspection and coordination of workdays and traffic control plans. Use the RULIS website for the 48-hour notification. DO NOT start construction until you have coordinated the construction start date and inspection with TxDOT. You are also required to keep a copy of this Approval and any approved amendments at the job site.

When installing utility lines on controlled-access highways, access for serving this installation shall be limited to access via (a) frontage roads where provided, (b) nearby or adjacent public roads or streets, (c) trails along or near the highway right-of-way lines, connecting only to intersecting roads; from any one or all of which entry may be made to the outer portion of the highway right-of-way for routine service and maintenance operations. The Installation Owner's rights of access to the through-traffic roadways and ramps shall be subject to the same rules and regulations as that apply to the general public except, however, if an emergency occurs and usual means of access for routine service operations will not permit the immediate action required by the Utility Installation Owner in making emergency repairs as required for the safety and welfare of the public, the Utility Owners shall have a temporary right of access to and from the through-traffic roadways and ramps as necessary to accomplish the required emergency repairs, provided TxDOT is immediately notified by the Utility Installation Owner when such repairs are initiated and adequate provision is made by the Utility Installation Owner for the convenience and safety of highway traffic.

The installation shall not damage any part of the highway, and adequate provisions must be made to cause minimum inconveniences to traffic and adjacent property owners. If the Utility Installation Owner fails to comply with any or all the requirements as set forth herein, the State may take such action as it deems appropriate to compel compliance.

SME - Utility Coordinator Review

Review Answer: Require Additional Information
Response text: reassigning

SME - Utility Coordinator Review
Review Answer: Require Additional Information
Response text: Please include your TCPs.

SME - Utility Coordinator Review
Review Answer: Recommend Approval
Response text: APPROVED WITH NO LANE CLOSURE
APPLICANT MUST FILL OUT A PERMIT NOTIFICATION AND NOTIFY CHRIS.DACUS@TXDOT.GOV 48hrs before star□ng work.
Approved. The proposed u□lity work is not in conflict with TxDOT construc□on project. TXDOT standard TCP 1-1 is required to do this work, only txdot tcps are allowed on txdot roads, it must be submited and approved prior to construc□on. Extra cau□on should be taken when boring under TxDOT's road to make sure not to damage the road. Temporary and construc□on entrances are not part of the u□lity permi□ng process and must be applied for separately. Please contact TxDOT COLLIN COUNTY MAINTENANCE SUPERVISOR Derick Davis@972-547-2326. It is understood that it is the responsibility of the u□lity owner to contact TxDOT 48 hrs prior to the start of construc□on using the RULIS System and by email or phone call to the area office U□lity Coordinator. It is also the owners responsibility to contact TxDOT once the construc□on is complete.
SHOULD THIS INSTALLATION RESULT IN CONFLICT WITH FUTURE CONSTRUCTION, YOU WILL BE REQUIRED TO REMOVE AND RELOCATE THE FACILITIES, I.E. FIBER/COPPER LINES/POLES, PIPE/CONDUIT, HANDHOLES, MANHOLES, CABINETS, CHECK VALVES, METERS, ETC. MUST BE PLACED IN COORDINATION WITH THE NEW PROPOSED/FUTURE, FINAL GRADES/ELEVATIONS, ROW LIMITS, AND OTHER UTILITIES AT YOUR EXPENSE.

SME ATTACHMENTS:

Included attachments:

SME Answers Summary 3058204.pdf
SME Answers Summary 3052053.pdf
SME Answers Summary 3050953.pdf

Attachment "F"
Eligibility Ratio

Eligibility Ratio established: 89.69 %

☒ Non-interstate Highway (Calculations attached)

☐ Interstate Highway

☐ Toll Road

☐ SP2125 Approved Application (100%)
Minute Order #: _____

☐ Master Utility Agreement

ROW Utility Manual Chapter 8, Section 2
In developing the ratio, line length or number of poles is restricted to facilities located within the existing and proposed highway right of way. Facilities located outside the existing and proposed right of way limits will not be used in developing the ratio.

Please see example of eligibility ratio calculations below.

Plan Sheet or Page#	In Easement (Eligible) Existing # of Poles or LF	In Public ROW (Ineligible) Existing # of Poles or LF
1	0	0
2	84	[illegible]
3	9[illegible]	385
4	238	96
Totals	412	503

Total Existing # of Poles or LF (Eligible)	412
Total Existing # of Poles or LF (Ineligible)	503
Total Existing # of Poles or LF	915
Total Existing # of Poles or LF (Eligible) divided by the Total Existing # of Poles or LF	45.03%

EXAMPLE

_____ _____ _____ _____
Initial Date Initial Date
TxDOT Utility

Town of Prosper FM 1461 12" Water Line Relocation		
Eligibility Ratio Calculations		
U00026000		
RCSJ: 1973-01-018		
Plan Sheet or Page #	In Easement (Eligible) Existing # of Poles or LF	In Public ROW (Ineligible) Existing # of Poles or LF
WL-1	480	0
WL-2	450	0
WL-3	450	0
WL-4	450	0
WL-5	450	0
WL-6	450	0
WL-7	450	0
WL-8	450	0
WL-9	450	0
WL-10	450	0
WL-11	441	0
WL-12	53	426
WL-13	237	213
WL-14	450	0
WL-15	450	0
WL-16	450	0
WL-17	450	0
WL-18	450	0
WL-19	450	0
WL-20	450	0
WL-21	450	0
WL-22	441	0
WL-23	443	0
WL-24	456	0
WL-25	450	0
WL-26	442	0
WL-27	447	0
WL-28	314	0
WL-29	450	0
WL-30	440	0
WL-31	255	192
WL-32	450	0
WL-33	450	0
WL-34	131	319
WL-35	0	433
WL-36	0	30
Totals	**14030**	**1613**
Total Existing # of Poles or LF (Eligible)		**14030**
Total Existing # of Poles or LF (Ineligible)		**1613**
Total Existing # of Poles or LF		**15643**
Total Existing # of Poles or LF (Eligible)		**89.69%**

Town of Prosper FM 1461 12" Water Line Relocation
Eligibility Ratio Calculations
U00026000
RCSJ: 1973-01-018

12" Line To Be Relocated (FM 1461)																																			
Sheets	WL-1	WL-2	WL-3	WL-4	WL-5	WL-6	WL-7	WL-8	WL-9	WL-10	WL-11	WL-12	WL-13	WL-14	WL-15	WL-16	WL-17	WL-18	WL-19	WL-20	WL-21	WL-22	WL-23	WL-24	WL-25	WL-26	WL-27	WL-28	WL-29	WL-30	WL-31	WL-32	WL-33	WL-34	WL-35	WL-36	Total
Reimbursable Length of Existing Line (Btwn Ex. & Prop. ROW) to be replaced	480	450	450	450	450	450	450	450	450	450	441	53	237	450	450	450	450	450	450	450	450	441	443	456	450	442	447	314	450	440	255	450	450	131	0	0	14030
Non-Reimbursable Length of Existing Line	0	0	0	0	0	0	0	0	0	0	0	426	213	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	192	0	0	319	433	30	1613
Total Length of Existing Line	480	450	450	450	450	450	450	450	450	450	441	479	450	450	450	450	450	450	450	450	450	441	443	456	450	442	447	314	450	440	447	450	450	450	433	30	15643
Individual Eligibility Ratio (%)																																					89.69%

Attachment "G"
Betterment Calculation and Estimate

☐ Elective Betterment Ratio established: _____ %
☐ Calculation is attached and the justification is included below
☐ A betterment and an in-kind estimate are included

☐ Forced Betterment
☐ To comply with regulated industry standards, laws, and regulations. (Supporting documentation required)
☐ To comply with published current design practice followed by the utility in its own work. (Supporting documentation required)
☐ Due to proposed roadway design. (Provide explanation below)

☒ Not Applicable

A statement explaining Elective and/or Forced Betterment:

Attachment "H"
Proof of Property Interest

☒ Supporting documentation of compensable property interest that establishes reimbursement eligibility as referenced in Texas Transportation Code §203.092.

☐ Property interest documented through applicable affidavits and required attachments.

☐ ROW-U-Affidavit

☐ The roadway improvement project is designated as an Interstate Highway project; therefore, no supporting documentation of compensable interest is required. Supporting documentation for existing easements is required for easement replacement.

☐ Toll Road (Supporting documentation of compensable property interest required if more than 50% eligibility ratio is applied)

☐ SP2125

☐ Master Utility Agreement

TxDOT Highway
FM1461

TxDOT RCSJ#
1973-01-018

TxDOT U#
U00026000

TxDOT Parcel
P00020183 (P1)
Blue Star Land, LP

TxDOT ROW Station Number(s)
100+65.59 to 109+08.44

Easement Instrument Number
19971029000921180

Easement Volume and Page Number
Volume 4029, Page 1820

Prior Property Right: Affidavit

Easement for Property Owner

Easement Grantor
Robert L. Taylor

SENT BY: 8-18-97 ;12:12PM ; CASSELL & STONE→ MACINTOSH:# 2/ 5

97- 0092118

VOL 020R 1820

WATERLINE EASEMENT AND AGREEMENT

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

THAT ROBERT L. TAYLOR (hereinafter "Grantor") for and in consideration of the sum of Ten and No/100 Dollars ($10.00) and other good and valuable consideration granted to Grantor by the City of Prosper (herein called "Grantee"), as set forth herein, has granted and conveyed, and by these presents does grant and convey, unto Grantee, its employees, contractors, invitees, successors, and assigns, a perpetual waterline easement ("Easement") for the sole purposes of constructing, installing, laying, reconstructing and perpetually operating, maintaining, replacing, and removing waterlines on, over, through, under and across that certain tract of real property situated in Collin County, Texas more particularly described on Exhibit A attached hereto and hereby made a part hereof (the "Easement Tract"). The Easement Tract is a portion of Grantor's land in the Collin County School Land Survey, Abstract No. 178, more particularly described in instrument recorded in Volume 324, Page 308, Deed Records Collin County, Texas (the "Grantor's Adjacent Land") Subject to the terms and conditions set forth herein, Grantor grants Grantee a right of ingress and egress over Grantor's Adjacent Land so that Grantee will have access to the Easement Tract for use of the Easement Tract pursuant to the purposes set forth herein.

As consideration for Grantor's grant of the waterline easement to Grantee, Grantee hereby (1) acknowledges and agrees that Grantor shall at all times be entitled to use and develop Grantor's Adjacent Land and the Easement Tract for residential or commercial purposes, and (2) acknowledges and agrees that Grantor shall, in accordance with the rules, regulations, and ordinances of Grantee, be entitled to tap into the waterlines installed in the Easement Tract for the purposes of obtaining water therefrom with no liability by Grantor for the cost of construction, installation, development, or maintenance of the waterlines.

Grantee acknowledges and agrees that Grantor, his heirs, successors, assigns, invitees, lessees, and licensees, may fully use and enjoy the Easement Tract, and shall have the right of free ingress and egress over and upon the Easement Tract and may construct, dedicate and maintain across the Easement Tract such improvements as are necessary or desirable for the development of the Easement Tract and Grantor's Land.

Grantee hereby indemnifies and agrees to hold Grantor, its partners, heirs, successors, and assigns harmless from any loss, liability, damage, cost or expense (including reasonable attorneys' fees) resulting by reason of any accident, occurrence, or injury of whatsoever kind or nature arising out of or because of Grantee's use and occupancy on and upon the Easement Tract. Grantee shall be responsible for all maintenance of the Easement Tract and Grantor shall have no liability for maintenance of the Easement Tract.

Unofficial

Grantor's rights hereunder may be assigned in whole or in part to one or more assignees.

FURTHERMORE, the Easement shall be subject to all matters of record in the real property records of Collin County, Texas, all applicable laws, regulations, and permitting requirements.

EXECUTED this 19 day of September, 1997.

"GRANTOR"

Dr. Robert Taylor

"GRANTEE"

City of Prosper, Texas

By:_____

Its:_____

ACKNOWLEDGMENTS

STATE OF MISSISSIPPI §
§
COUNTY OF HINDS §

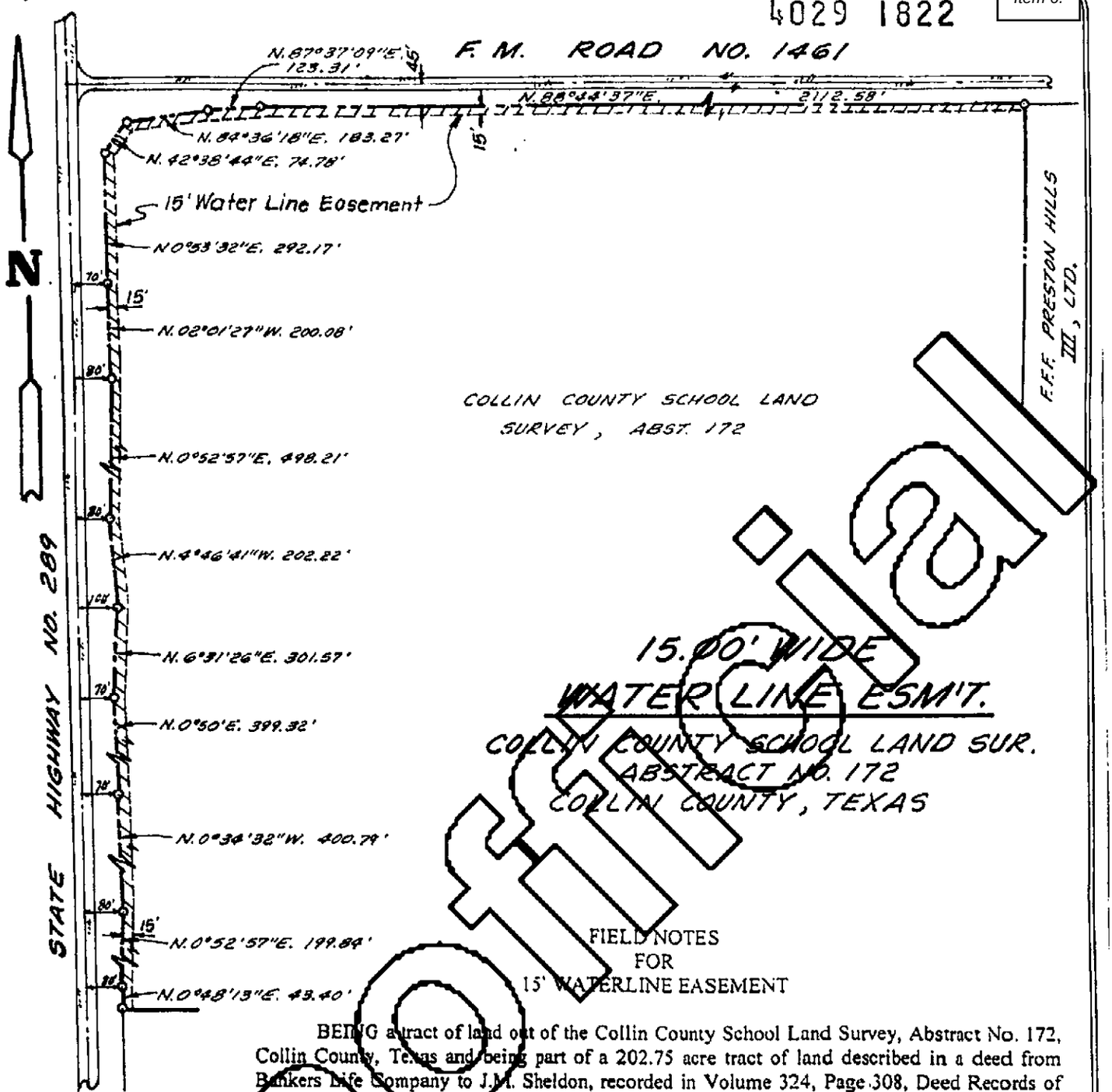
This instrument was acknowledged before me on this the 19th day of September, 1997 by Dr. Robert L. Taylor.

NOTARY PUBLIC in and for the State of Mississippi

Printed Name: Larry J. Haggard, Sr.
My Commission expires: June 4, 1997

Unofficial

4029 1822



FIELD NOTES
FOR
15' WATERLINE EASEMENT

BEING a tract of land out of the Collin County School Land Survey, Abstract No. 172, Collin County, Texas and being part of a 202.75 acre tract of land described in a deed from Bankers Life Company to J.M. Sheldon, recorded in Volume 324, Page 308, Deed Records of Collin County, Texas and being more particularly described as follows.

BEGINNING at a point in the east line of State Highway 289 (a variable width R.O.W.), said point being the common point between the properties of Arch Pardue described in Vol. 1475, Page 299, and the above described property. The following courses describe an easement that is 15.00 foot wide and running parallel to the following property line description: THENCE N. 0°48'13" E., 43.40 feet to a wooden right-of-way marker in the east line of State Hwy. No. 289, for corner;

THENCE N. 0°52'57" E., 199.84 feet to a wooden right-of-way marker for corner;
THENCE N. 0°34'32" W., 400.79 feet to a wooden right-of-way marker for corner;
THENCE N. 0°50' E., 399.32 feet to a wooden right-of-way marker for corner;
THENCE N. 6°31'26" E., 301.57 feet to a wooden right-of-way marker for corner;
THENCE N. 4°46'41" W., 202.22 feet to a wooden right-of-way marker for corner;
THENCE N. 0°52'57" E., 498.21 feet to a wooden right-of-way marker for corner;
THENCE N. 2°01'27" W., 200.08 feet to a wooden right-of-way marker for corner;
THENCE N. 0°53'32" E., 292.17 feet to a wooden right-of-way marker for corner;
THENCE N. 42°38'44" E., 74.78 feet to a wooden right-of-way marker in the south line of F.M. Road No. 1461 (a 90.00' R.O.W.) for corner;

THENCE N. 84°36'18" E., along the said south line of F.M. Road No. 1461, 183.27 feet to a wooden right-of-way marker for corner;

THENCE N. 87°37'09" E., following the said south right-of-way line of F.M. Road No. 1461, a distance of 123.31 feet to a wooden right-of-way marker for corner;

THENCE N. 88°44'37" E., and along the said south R.O.W. line of F.M. Road 1461, 2112.58 feet to the end of said property and easement and containing 1.73 acres or 75,473 sq. feet more or less.

Unofficial

DOWDEY, ANDERSON & ASSOCIATES, INC.
5225 VILLAGE CREEK DRIVE SUITE 200
(972) 931-0694 PLANO, TEXAS 75093

Scale 1"=300' Date
Job No. 96-037

Return TO: George Dudley
5225 Village Creek Dr
Plano TX. 75093

4029 1823

Unofficial

ANY PROVISION HEREIN WHICH RESTRICTS THE SALE, RENTAL, OR USE OF THE DESCRIBED REAL PROPERTY BECAUSE OF COLOR OR RACE IS INVALID AND UNENFORCEABLE UNDER FEDERAL LAW

(THE STATE OF TEXAS) (COUNTY OF COLLIN)
I hereby certify that this instrument was FILED in the File Number Sequence on the date and the time stamped hereon by me; and was duly RECORDED, in the Official Public Records of Real Property of Collin County, Texas on

OCT 29 1997

Helen Starnes

Filed for Record in:
COLLIN COUNTY, TX
HONORABLE HELEN STARNES

On 1997/10/29

At 3:52P

Number: 97- 0092118
Type : EM 15.00

TxDOT Highway
FM1461

TxDOT RCSJ#
1973-01-018

TxDOT U#
U00026000

TxDOT Parcel
P00020185 (P3)
Meritage Homes of Texas LLC

TxDOT ROW Station Number(s)
109+08.44 to 125+38.09

Easement Instrument Number
19971029000921180

Easement Volume and Page Number
Volume 4029, Page 1820

Prior Property Right: Affidavit

Easement for Property Owner

Easement Grantor
Robert L. Taylor

SENT BY: 8-18-97 ;12:12PM ; CASSELL & STONE→ MACINTOSH:# 2/ 5

97- 0092118

WATERLINE EASEMENT AND AGREEMENT

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

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Grantee hereby indemnifies and agrees to hold Grantor, its partners, heirs, successors, and assigns harmless from any loss, liability, damage, cost or expense (including reasonable attorneys' fees) resulting by reason of any accident, occurrence, or injury of whatsoever kind or nature arising out of or because of Grantee's use and occupancy on and upon the Easement Tract. Grantee shall be responsible for all maintenance of the Easement Tract and Grantor shall have no liability for maintenance of the Easement Tract.

Unofficial

VOL 4029 1820

Grantor's rights hereunder may be assigned in whole or in part to one or more assignees.

FURTHERMORE, the Easement shall be subject to all matters of record in the real property records of Collin County, Texas, all applicable laws, regulations, and permitting requirements.

EXECUTED this 19 day of September, 1997.

"GRANTOR"

Dr. Robert Taylor

"GRANTEE"

City of Prosper, Texas

By: _____

Its: _____

ACKNOWLEDGMENTS

STATE OF MISSISSIPPI §
§
COUNTY OF HINDS §

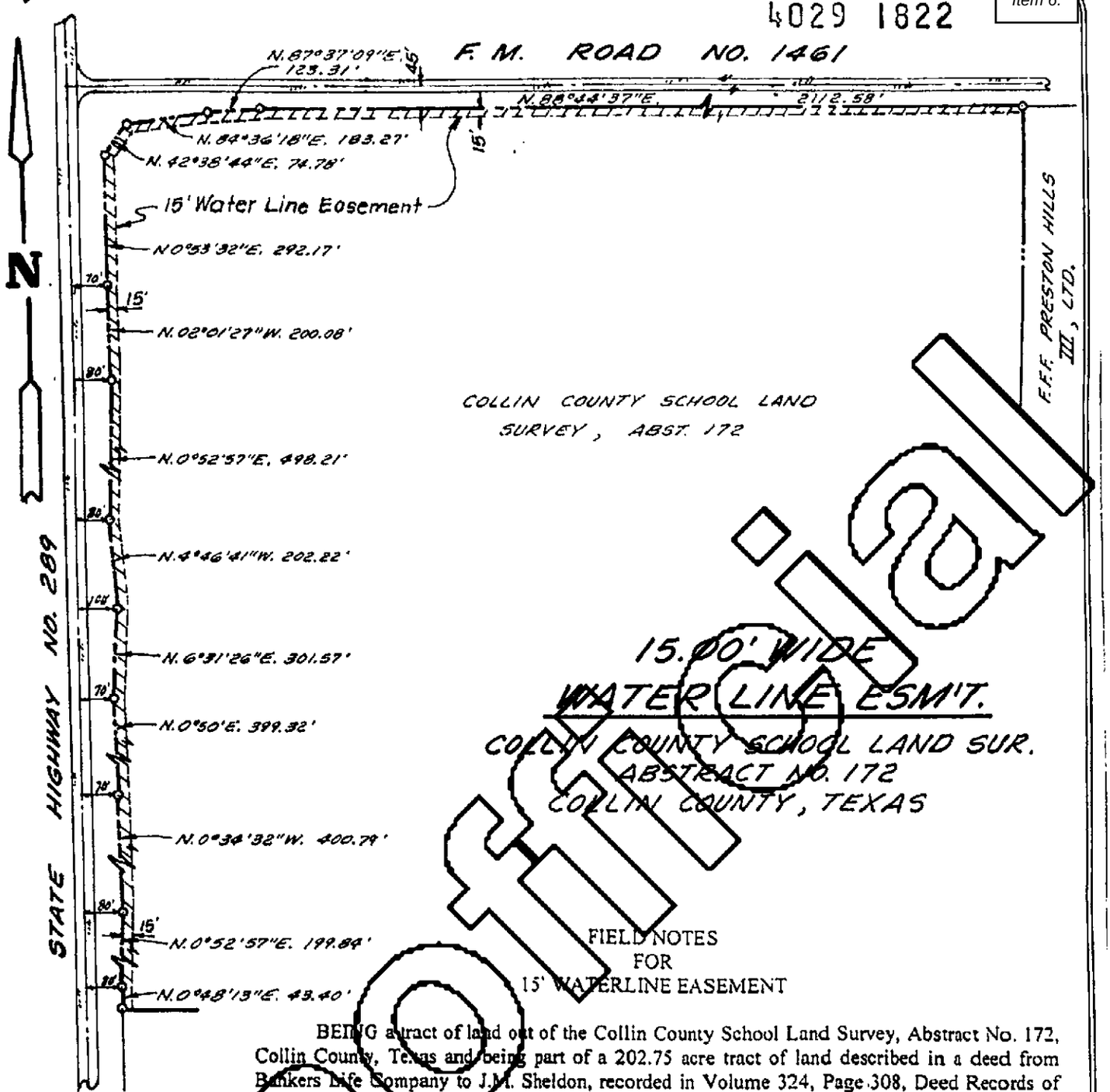
This instrument was acknowledged before me on this the 19th day of September, 1997 by Dr. Robert L. Taylor.

_____
NOTARY PUBLIC in and for the State of Mississippi

Printed Name: Larry J. Haggard, Sr.
My Commission expires: June 4, 1997

Unofficial

4029 1822



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FOR
15' WATERLINE EASEMENT

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THENCE N. 0°50' E., 399.32 feet to a wooden right-of-way marker for corner;
THENCE N. 6°31'26" E., 301.57 feet to a wooden right-of-way marker for corner;
THENCE N. 4°46'41" W., 202.22 feet to a wooden right-of-way marker for corner;
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THENCE N. 84°36'18" E., along the said south line of F.M. Road No. 1461, 183.27 feet to a wooden right-of-way marker for corner;

THENCE N. 87°37'09" E., following the said south right-of-way line of F.M. Road No. 1461, a distance of 123.31 feet to a wooden right-of-way marker for corner;

THENCE N. 88°44'37" E., and along the said south R.O.W. line of F.M. Road 1461, 2112.58 feet to the end of said property and easement and containing 1.73 acres or 75,473 sq. feet more or less.

Unofficial

DOWDEY, ANDERSON & ASSOCIATES, INC.
5225 VILLAGE CREEK DRIVE SUITE 200
(972) 931-0694 PLANO, TEXAS 75093

Scale 1"=300' Date
Job No. 96-037

Return TO: George Dudley
5225 Village Creek Dr
Plano TX. 75093

4029 1823

Unofficial

ANY PROVISION HEREIN WHICH RESTRICTS THE SALE, RENTAL, OR USE OF THE DESCRIBED REAL PROPERTY BECAUSE OF COLOR OR RACE IS INVALID AND UNENFORCEABLE UNDER FEDERAL LAW

(THE STATE OF TEXAS) (COUNTY OF COLLIN)
I hereby certify that this instrument was FILED in the File Number Sequence on the date and the time stamped hereon by me; and was duly RECORDED, in the Official Public Records of Real Property of Collin County, Texas on

OCT 29 1997

Helen Starnes

Filed for Record in:
COLLIN COUNTY, TX
HONORABLE HELEN STARNES

On 1997/10/29

At 3:52P

Number: 97- 0092118
Type : EM 15.00

TxDOT Highway
FM1461

TxDOT RCSJ#
1973-01-018

TxDOT U#
U00026000

TxDOT Parcel
P00020191 (P9)
Kevin & Emilee Fulton

TxDOT ROW Station Number(s)
125+38.09 to 128+14.31

Easement Instrument Number
19971029000921160

Easement Volume and Page Number
Volume 4029 Page 1813

Prior Property Right: Affidavit

Easement for Property Owner

Easement Grantor
FFF Preston Hills III, Ltd
by FFF Properties, Inc.

4029 1813 97- 0092116

WATERLINE EASEMENT

KNOW ALL MEN BY THESE PRESENTS, that FFF Preston Hills III, Ltd., whose address for notice is 16475 Dallas Parkway, Suite 800, Dallas, Texas 75248, Attn: Steve Folsom (hereinafter called "Grantor"), in consideration of one dollar ($1.00) and other good and valuable consideration paid by the Town of Prosper, Texas, whose address for notice is P.O. Box 307, Prosper, Texas 75078 (hereinafter called "Grantee"), the receipt and sufficiency of which is hereby acknowledged, does hereby grant, bargain, sell, transfer, and convey to said Grantee, its successors, and assigns, a non-exclusive easement with the right to erect, construct, install and lay and thereafter use, operate, inspect, repair, maintain, replace, and remove waterlines and appurtenances in and through Grantor's land in the Elisha Chambers Survey, Abstract No. 179, more particularly described in instrument recorded in Volume 304, Page 399, Deed Records Collin County, Texas, together with the right of ingress and egress over Grantor's adjacent lands for the purpose for which the above mentioned rights are granted. The easement hereby granted shall not exceed fifteen feet (15') in width and is more particularly described on Exhibit "A" attached hereto and made a part hereof for all purposes (the "Easement Area"). Grantee, with the prior written consent of Grantor, which consent shall not be unreasonably withheld, may designate the course of the easement herein conveyed except that when the pipe line(s) is installed, the easement herein granted shall be limited to a strip of land fifteen feet (15') in width the center line thereof being the pipe line as installed. Following the installation of said pipe line(s), Grantee, at its sole cost and expense, shall deliver to Grantor a detailed map showing the exact location of said pipe line(s) and, in the event said fifteen foot (15') easement area differs from the Easement Area, execute an amendment to this Waterline Easement for purposes of describing the exact location of said fifteen foot (15') easement area. Said pipe line(s) shall be buried to a minimum depth of three feet (3') below the ground surface. Grantor shall be entitled to tap into said pipe line(s) for purposes of obtaining water therefrom at all times during the term of this Waterline Easement, subject to compliance with the requirements of the applicable ordinance(s) of the Town of Prosper.

The consideration recited herein shall constitute payment in full for damages sustained by Grantor by reason of the installation of the structures referred to herein and the Grantee will maintain the Easement Area in a state of good repair and efficiency so that no unreasonable damages will result from its use to the Easement Area or Grantor's adjacent premises. This Agreement together with other provisions of this grant shall constitute a covenant running with the land for the benefit of the Grantee, its successors, and assigns. The Grantor covenants that it is the owner of the above described Easement Area and that said Easement Area is free and clear of all encumbrances and liens except for, and Grantee agrees that the easement granted herein is expressly made and accepted subject to, all of the encumbrances, liens, restrictions, easements, conditions, covenants and other matters affecting title to the Easement Area of record in Collin County, Texas.

Grantee shall pay all costs in connection with the installation of said pipe line(s) and shall promptly discharge any liens or claims for liens arising in connection therewith. All construction and reconstruction must be done in accordance with all applicable laws, rules, regulations and ordinances of any governmental authority. Grantee shall not, in its use of the easement granted herein or Easement Area, unreasonably interfere with Grantor's use of the Easement Area, and within five (5) days after doing any work in connection with the construction, reconstruction or repair of any improvements in or to the Easement Area shall restore said premises to substantially the same condition in which they were found before such work was undertaken. Grantee shall not construct any curbing, barricades or other obstructions to free access along the boundary of the Easement Area.

The easement granted herein is not exclusive. Grantor shall continue to enjoy the use of the Easement Area for any and all purposes which Grantor may deem appropriate and shall have the right to install improvements, landscaping, irrigation equipment, utilities, parking, driveways, walls and other improvements and utilities in, under, and upon the Easement Area; provided, that same does not unreasonably interfere with the use of the Easement Area for the purposes set forth herein.

Grantor, its successors or assigns reserves the right to relocate the easement granted herein and the Easement Area, at no expense to Grantee, as long as substantially equivalent easement areas are provided prior to such relocation.

4029 1814

Grantee hereby indemnifies and agrees to save harmless Grantor from and against any and all claims that arise in connection with Grantee's use, construction, repair or maintenance of the easement granted herein or Easement Area, including but not limited to any use of the Easement Area or Grantor's adjacent property by the agents, representatives, guests or invitees of Grantee and to defend, at its own cost and expense, any and all such claims and to discharge any and all judgments, orders and decrees which may be recovered against Grantor with respect to the foregoing.

Nothing contained herein is intended to create rights in or for the benefit of the general public. The Easement may be amended or terminated only by written instrument executed by the then current owners of the Easement Area and filed of record in the county where the Easement Area is located and no party other than the then current owners of the Easement Area shall be required to join in the execution of any such amendment or termination instrument.

IN WITNESS WHEREOF the said Grantor has executed this instrument this 8th day of Sept, 1997.

GRANTOR:

FFF Preston Hills III, Ltd., a Texas limited partnership

By: FFF Properties, Inc., a Texas corporation, its General Partner

By: _____
Name: R. Steve Folsom
Title: PARTNER

ACKNOWLEDGEMENT

STATE OF TEXAS, COUNTY OF
COUNTY OF Dallas

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared R. Steve Folsom, PARTNER of FFF Properties, Inc., a Texas corporation, General Partner of F.F.F. Preston Hills III, Ltd., a Texas limited partnership, 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 purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS THE 8th day of September, 1997.

Jill Cook
Notary Public in and for Dallas
County, Texas

JILL COOK
Notary Public
State of Texas
Commission Expires 10-9-99

Grantee's Mailing Address:

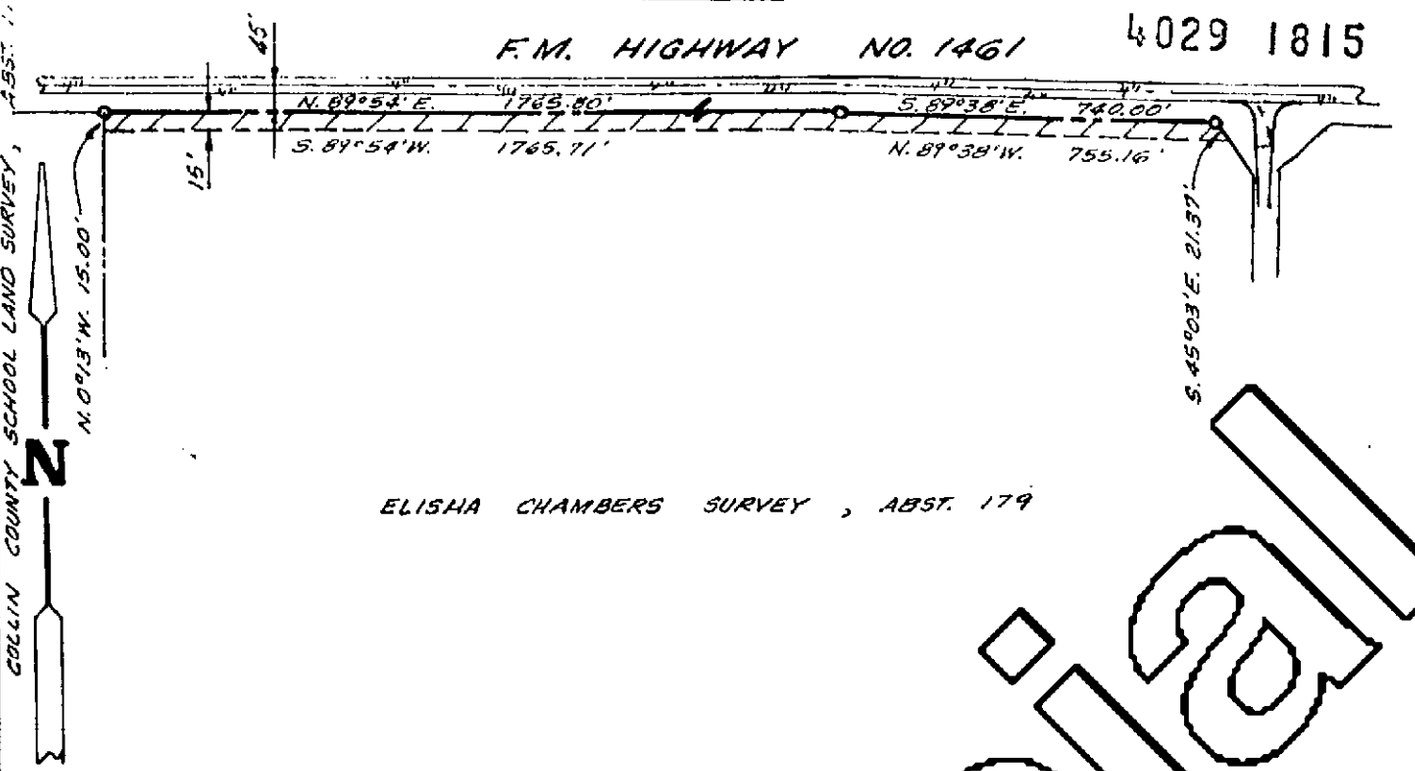
_____
_____
_____

After Recording, Please Return To:

Geary, Porter & Donovan, P.C.
16475 Dallas Parkway, Suite 550
Dallas, Texas 75248
Attn: Gregory L. Miller

Unofficial

EXHIBIT A



FIELD NOTES
FOR
15' WATERLINE EASEMENT

BEING a tract of land situated in Collin County, Texas and being part of the Elisha Chambers Survey Abst. No. 179, and being part of a 40 acre tract and part of a 110 acre tract as described in a deed from L.L. Lewis to J.G. Rotufus dated May 11, 1936 and recorded in Volume 304, Page 399 of the Collin County Deed Records and being more particularly described as follows:

BEGINNING at a point in the south line of F.M. Road No. 1461 (a 90 foot R.O.W.) and a common point between the Elisha Chambers Survey Abst., 179 and the Collin County School Land Survey, Abst. 172, an iron pin for corner;

THENCE N. 89°54' E., along the south R.O.W. line of F.M. Road. No. 1461, 1765.80 feet to a point for corner;

THENCE S. 89°38' E., continuing along the said south side of F.M. Road No. 1461, 740.0 feet to a point for corner, said corner being the cut-back corner for County Road No. 80;

THENCE S. 45°03' E., 21.37 feet to a point for corner;

THENCE N. 89°38' W., 755.16 feet to the point for corner;

THENCE S. 89°54' W., 1765.71 feet to the point for corner;

THENCE N. 0°13' W., 15.00 feet to the place of beginning and containing 0.866 acres or 37,700 sq. ft. of land more or less.

Unofficial

15.00' WIDE WATER LINE ESM'T.

ELISHA CHAMBERS SURVEY, ABST. 179

COLLIN COUNTY, TEXAS

DOWDEY, ANDERSON & ASSOCIATES, INC.
5225 VILLAGE CREEK DRIVE SUITE 200
(972) 931-0694 PLANO, TEXAS 75093

Scale 1"=300' Date 7

Job No. 96-037

Return to George Dudley
5225 Village Creek Dr
Plano Tx. 75093

4029 1816

Unofficial

ANY PROVISION HEREIN WHICH RESTRICTS THE SALE, RENTAL OR USE OF THE DESCRIBED REAL PROPERTY BECAUSE OF COLOR OR RACE IS INVALID AND UNENFORCEABLE UNDER FEDERAL LAW

THE STATE OF TEXAS (COUNTY OF COLLIN)
I hereby certify that this instrument was FILED in the File Number Sequence on the date and at the time stamped hereon by me; and was duly RECORDED, in the Official Public Records of Real Property of Collin County, Texas.

OCT 29 1997

Helen Starnes

Filed for Record in:
COLLIN COUNTY, TX
HONORABLE HELEN STARNES

On 1997/10/29

At 3:52P

Number: 97- 0092116
Type : EM 15.00

TxDOT Highway
FM1461

TxDOT RCSJ#
1973-01-018

TxDOT U#
U00026000

TxDOT Parcel
P00020192 (P10)
David & Donna Fenley

TxDOT ROW Station Number(s)
128+14.31 to 130+32.11

Easement Instrument Number
19971029000921160

Easement Volume and Page Number
Volume 4029 Page 1813

Prior Property Right: Affidavit

Easement for Property Owner

Easement Grantor
FFF Preston Hills III, Ltd
by FFF Properties, Inc.

4029 1813 97- 0092116

WATERLINE EASEMENT

KNOW ALL MEN BY THESE PRESENTS, that FFF Preston Hills III, Ltd., whose address for notice is 16475 Dallas Parkway, Suite 800, Dallas, Texas 75248, Attn: Steve Folsom (hereinafter called "Grantor"), in consideration of one dollar ($1.00) and other good and valuable consideration paid by the Town of Prosper, Texas, whose address for notice is P.O. Box 307, Prosper, Texas 75078 (hereinafter called "Grantee"), the receipt and sufficiency of which is hereby acknowledged, does hereby grant, bargain, sell, transfer, and convey to said Grantee, its successors, and assigns, a non-exclusive easement with the right to erect, construct, install and lay and thereafter use, operate, inspect, repair, maintain, replace, and remove waterlines and appurtenances in and through Grantor's land in the Elisha Chambers Survey, Abstract No. 179, more particularly described in instrument recorded in Volume 304, Page 399, Deed Records Collin County, Texas, together with the right of ingress and egress over Grantor's adjacent lands for the purpose for which the above mentioned rights are granted. The easement hereby granted shall not exceed fifteen feet (15') in width and is more particularly described on Exhibit "A" attached hereto and made a part hereof for all purposes (the "Easement Area"). Grantee, with the prior written consent of Grantor, which consent shall not be unreasonably withheld, may designate the course of the easement herein conveyed except that when the pipe line(s) is installed, the easement herein granted shall be limited to a strip of land fifteen feet (15') in width the center line thereof being the pipe line as installed. Following the installation of said pipe line(s), Grantee, at its sole cost and expense, shall deliver to Grantor a detailed map showing the exact location of said pipe line(s) and, in the event said fifteen foot (15') easement area differs from the Easement Area, execute an amendment to this Waterline Easement for purposes of describing the exact location of said fifteen foot (15') easement area. Said pipe line(s) shall be buried to a minimum depth of three feet (3') below the ground surface. Grantor shall be entitled to tap into said pipe line(s) for purposes of obtaining water therefrom at all times during the term of this Waterline Easement, subject to compliance with the requirements of the applicable ordinance(s) of the Town of Prosper.

The consideration recited herein shall constitute payment in full for damages sustained by Grantor by reason of the installation of the structures referred to herein and the Grantee will maintain the Easement Area in a state of good repair and efficiency so that no unreasonable damages will result from its use to the Easement Area or Grantor's adjacent premises. This Agreement together with other provisions of this grant shall constitute a covenant running with the land for the benefit of the Grantee, its successors, and assigns. The Grantor covenants that it is the owner of the above described Easement Area and that said Easement Area is free and clear of all encumbrances and liens except for, and Grantee agrees that the easement granted herein is expressly made and accepted subject to, all of the encumbrances, liens, restrictions, easements, conditions, covenants and other matters affecting title to the Easement Area of record in Collin County, Texas.

Grantee shall pay all costs in connection with the installation of said pipe line(s) and shall promptly discharge any liens or claims for liens arising in connection therewith. All construction and reconstruction must be done in accordance with all applicable laws, rules, regulations and ordinances of any governmental authority. Grantee shall not, in its use of the easement granted herein or Easement Area, unreasonably interfere with Grantor's use of the Easement Area, and within five (5) days after doing any work in connection with the construction, reconstruction or repair of any improvements in or to the Easement Area shall restore said premises to substantially the same condition in which they were found before such work was undertaken. Grantee shall not construct any curbing, barricades or other obstructions to free access along the boundary of the Easement Area.

The easement granted herein is not exclusive. Grantor shall continue to enjoy the use of the Easement Area for any and all purposes which Grantor may deem appropriate and shall have the right to install improvements, landscaping, irrigation equipment, utilities, parking, driveways, walls and other improvements and utilities in, under, and upon the Easement Area; provided, that same does not unreasonably interfere with the use of the Easement Area for the purposes set forth herein.

Grantor, its successors or assigns reserves the right to relocate the easement granted herein and the Easement Area, at no expense to Grantee, as long as substantially equivalent easement areas are provided prior to such relocation.

4029 1814

Grantee hereby indemnifies and agrees to save harmless Grantor from and against any and all claims that arise in connection with Grantee's use, construction, repair or maintenance of the easement granted herein or Easement Area, including but not limited to any use of the Easement Area or Grantor's adjacent property by the agents, representatives, guests or invitees of Grantee and to defend, at its own cost and expense, any and all such claims and to discharge any and all judgments, orders and decrees which may be recovered against Grantor with respect to the foregoing.

Nothing contained herein is intended to create rights in or for the benefit of the general public. The Easement may be amended or terminated only by written instrument executed by the then current owners of the Easement Area and filed of record in the county where the Easement Area is located and no party other than the then current owners of the Easement Area shall be required to join in the execution of any such amendment or termination instrument.

IN WITNESS WHEREOF the said Grantor has executed this instrument this 8th day of Sept, 1997.

GRANTOR:

FFF Preston Hills III, Ltd., a Texas limited partnership

By: FFF Properties, Inc., a Texas corporation, its General Partner

By: _____
Name: R. Steve Folsom
Title: PARTNER

ACKNOWLEDGEMENT

STATE OF TEXAS, COUNTY OF
COUNTY OF Dallas

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared R. Steve Folsom, PARTNER of FFF Properties, Inc., a Texas corporation, General Partner of F.F.F. Preston Hills III, Ltd., a Texas limited partnership, 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 purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS THE 8th day of September, 1997.

Jill Cook
Notary Public in and for Dallas
County, Texas

JILL COOK
Notary Public
State of Texas
Commission Expires 10-9-99

Grantee's Mailing Address:

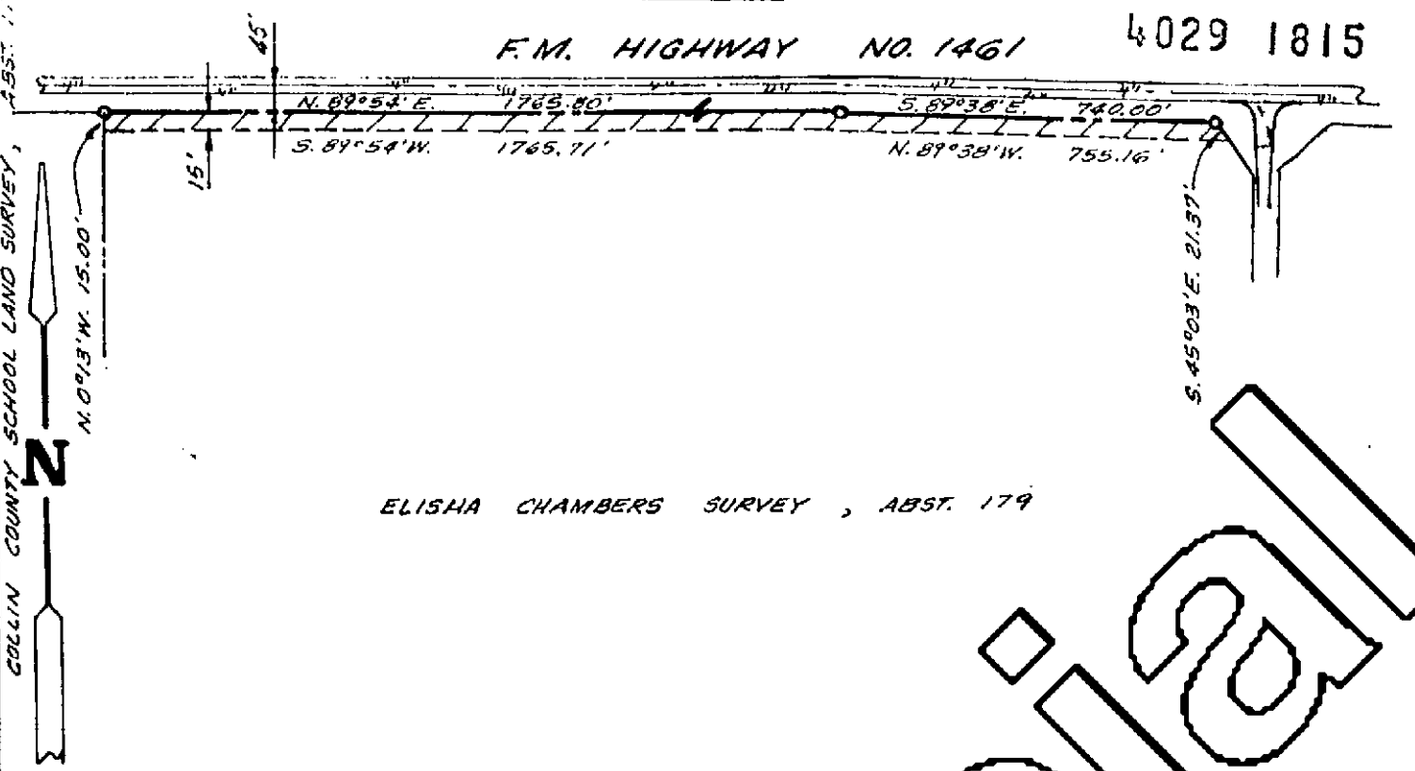
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_____

After Recording, Please Return To:

Geary, Porter & Donovan, P.C.
16475 Dallas Parkway, Suite 550
Dallas, Texas 75248
Attn: Gregory L. Miller

Unofficial

EXHIBIT A



FIELD NOTES
FOR
15' WATER LINE EASEMENT

BEING a tract of land situated in Collin County, Texas and being part of the Elisha Chambers Survey Abst. No. 179, and being part of a 40 acre tract and part of a 110 acre tract as described in a deed from L.L. Lewis to J.G. Rotufus dated May 11, 1936 and recorded in Volume 304, Page 399 of the Collin County Deed Records and being more particularly described as follows:

BEGINNING at a point in the south line of F.M. Road No. 1461 (a 90 foot R.O.W.) and a common point between the Elisha Chambers Survey Abst., 179 and the Collin County School Land Survey, Abst. 172, an iron pin for corner;

THENCE N. 89°54' E., along the south R.O.W. line of F.M. Road. No. 1461, 1765.80 feet to a point for corner;

THENCE S. 89°38' E., continuing along the said south side of F.M. Road No. 1461, 740.0 feet to a point for corner, said corner being the cut-back corner for County Road No. 80;

THENCE S. 45°03' E., 21.37 feet to a point for corner;

THENCE N. 89°38' W., 755.16 feet to the point for corner;

THENCE S. 89°54' W., 1765.71 feet to the point for corner;

THENCE N. 0°13' W., 15.00 feet to the place of beginning and containing 0.866 acres or 37,700 sq. ft. of land more or less.

Unofficial

15.00' WIDE WATER LINE ESM'T.

ELISHA CHAMBERS SURVEY, ABST. 179

COLLIN COUNTY, TEXAS

DOWDEY, ANDERSON & ASSOCIATES, INC.
5225 VILLAGE CREEK DRIVE SUITE 200
(972) 931-0694 PLANO, TEXAS 75093

Scale 1"=300' Date 7

Job No. 96-037

Return to George Dudley
5225 Village Creek Dr
Plano Tx. 75093

4029 1816

Unofficial

ANY PROVISION HEREIN WHICH RESTRICTS THE SALE, RENTAL OR USE OF THE DESCRIBED REAL PROPERTY BECAUSE OF COLOR OR RACE IS INVALID AND UNENFORCEABLE UNDER FEDERAL LAW

(COUNTY OF COLLIN)
(THE STATE OF TEXAS)
I hereby certify that this instrument was FILED in the FILE NUMBER Sequence on the date and at the time stamped hereon by me; and was duly RECORDED, in the Official Public Records of Real Property of Collin County, Texas on

OCT 29 1997

Helen Starnes

Filed for Record in:
COLLIN COUNTY, TX
HONORABLE HELEN STARNES

On 1997/10/29

At 3:52P

Number: 97- 0092116
Type : EM 15.00

TxDOT Highway
FM1461

TxDOT RCSJ#
1973-01-018

TxDOT U#
U00026000

TxDOT Parcel
P00020195 (P13)
John III & Sandra Foley

TxDOT ROW Station Number(s)
130+32.11 to 132+35.18

Easement Instrument Number
19971029000921160

Easement Volume and Page Number
Volume 4029 Page 1813

Prior Property Right: Affidavit

Easement for Property Owner

Easement Grantor
FFF Preston Hills III, Ltd
by FFF Properties, Inc.

4029 1813 97- 0092116

WATERLINE EASEMENT

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IN WITNESS WHEREOF the said Grantor has executed this instrument this 8th day of Sept, 1997.

GRANTOR:

FFF Preston Hills III, Ltd., a Texas limited partnership

By: FFF Properties, Inc., a Texas corporation, its General Partner

By: _____
Name: R. Steve Folsom
Title: PARTNER

ACKNOWLEDGEMENT

STATE OF TEXAS, COUNTY OF
COUNTY OF Dallas

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared R. Steve Folsom, PARTNER of FFF Properties, Inc., a Texas corporation, General Partner of F.F.F. Preston Hills III, Ltd., a Texas limited partnership, 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 purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS THE 8th day of September, 1997.

Jill Cook
Notary Public in and for Dallas
County, Texas

JILL COOK
Notary Public
State of Texas
Commission Expires 10-9-99

Grantee's Mailing Address:

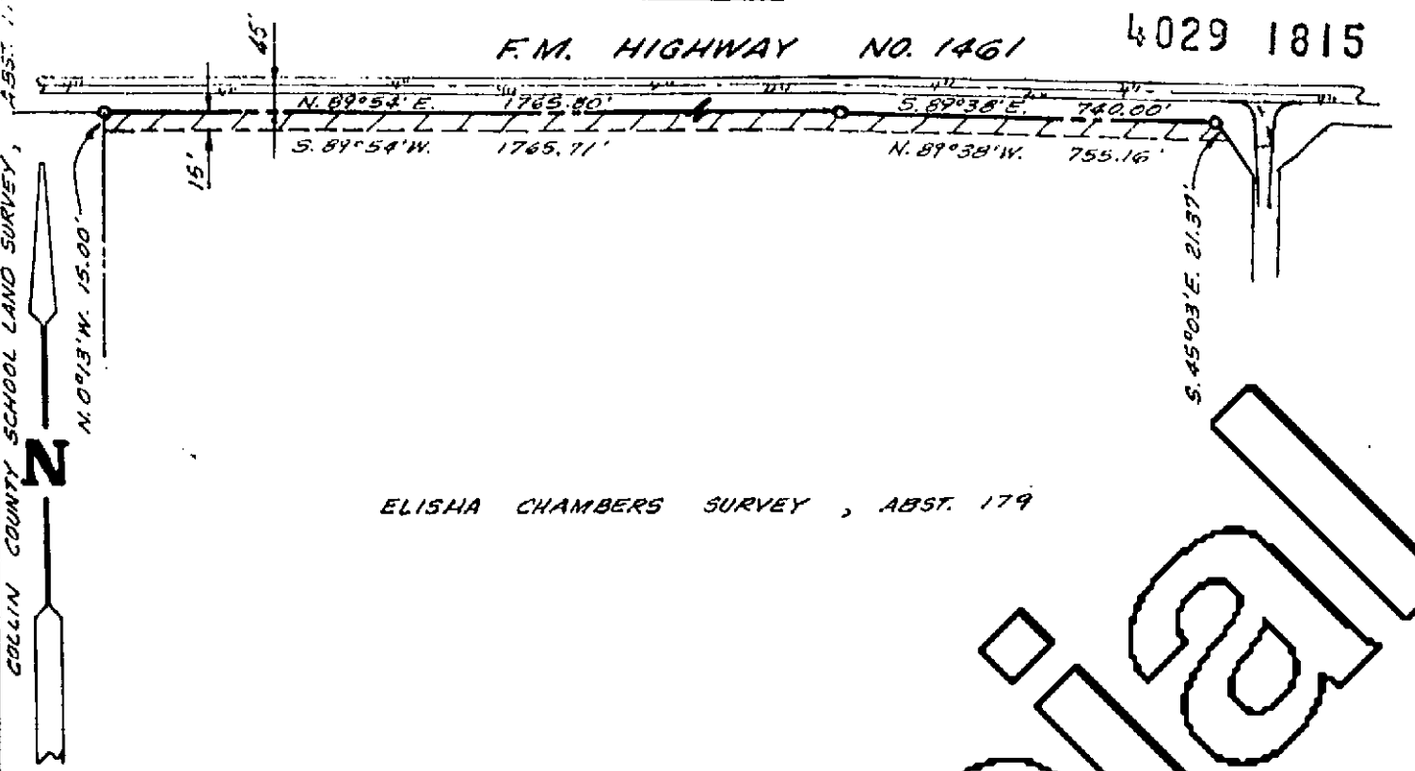
_____
_____
_____

After Recording, Please Return To:

Geary, Porter & Donovan, P.C.
16475 Dallas Parkway, Suite 550
Dallas, Texas 75248
Attn: Gregory L. Miller

Unofficial

EXHIBIT A



FIELD NOTES
FOR
15' WATER LINE EASEMENT

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Unofficial

15.00' WIDE WATER LINE ESM'T.
ELISHA CHAMBERS SURVEY, ABST. 179
COLLIN COUNTY, TEXAS

DOWDEY, ANDERSON & ASSOCIATES, INC.
5225 VILLAGE CREEK DRIVE SUITE 200
(972) 931-0694 PLANO, TEXAS 75093

Scale 1"=300' Date 7
Job No. 96-037

Return to George Dudley
5225 Village Creek Dr
Plano Tx. 75093

4029 1816

Unofficial

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THE STATE OF TEXAS (COUNTY OF COLLIN)
I hereby certify that this instrument was FILED in the File Number Sequence on the date and at the time stamped hereon by me; and was duly RECORDED, in the Official Public Records of Real Property of Collin County, Texas.

OCT 29 1997

Helen Starnes

Filed for Record in:
COLLIN COUNTY, TX
HONORABLE HELEN STARNES

On 1997/10/29

At 3:52P

Number: 97- 0092116
Type : EM 15.00

TxDOT Highway
FM1461

TxDOT RCSJ#
1973-01-018

TxDOT U#
U00026000

TxDOT Parcel
(P14)
Highland Meadows

TxDOT ROW Station Number(s)
132+35.18 to 133+15.18

Easement Instrument Number
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Easement Volume and Page Number
Volume 4029 Page 1813

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Easement Grantor
FFF Preston Hills III, Ltd
by FFF Properties, Inc.

4029 1813 97- 0092116

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By: FFF Properties, Inc., a Texas corporation, its General Partner

By: _____
Name: R. Steve Folsom
Title: PARTNER

ACKNOWLEDGEMENT

STATE OF TEXAS, COUNTY OF
COUNTY OF Dallas

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared R. Steve Folsom, PARTNER of FFF Properties, Inc., a Texas corporation, General Partner of F.F.F. Preston Hills III, Ltd., a Texas limited partnership, 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 purposes and consideration therein expressed.

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JILL COOK
Notary Public
State of Texas
Commission Expires 10-9-99

Grantee's Mailing Address:

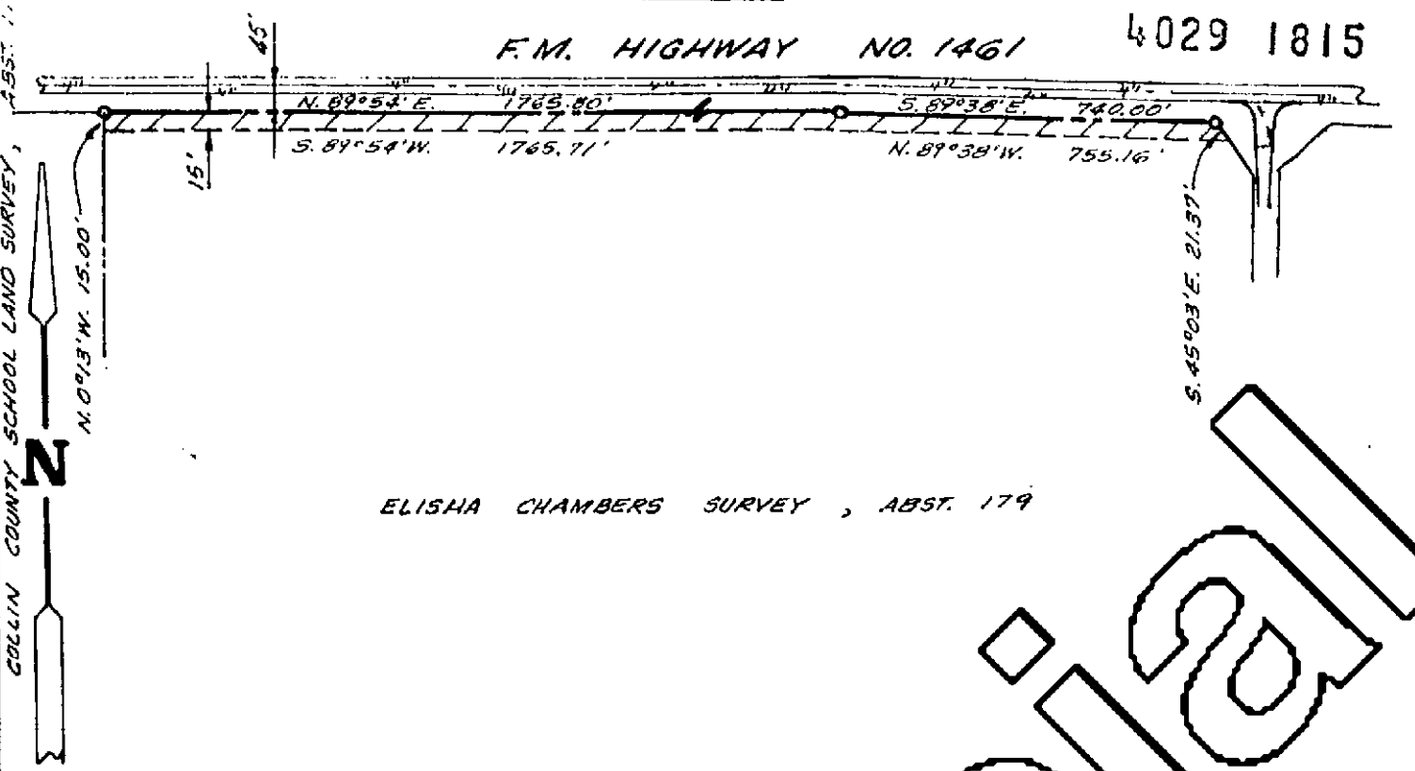
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4029 1813 97- 0092116

WATERLINE EASEMENT

KNOW ALL MEN BY THESE PRESENTS, that FFF Preston Hills III, Ltd., whose address for notice is 16475 Dallas Parkway, Suite 800, Dallas, Texas 75248, Attn: Steve Folsom (hereinafter called "Grantor"), in consideration of one dollar ($1.00) and other good and valuable consideration paid by the Town of Prosper, Texas, whose address for notice is P.O. Box 307, Prosper, Texas 75078 (hereinafter called "Grantee"), the receipt and sufficiency of which is hereby acknowledged, does hereby grant, bargain, sell, transfer, and convey to said Grantee, its successors, and assigns, a non-exclusive easement with the right to erect, construct, install and lay and thereafter use, operate, inspect, repair, maintain, replace, and remove waterlines and appurtenances in and through Grantor's land in the Elisha Chambers Survey, Abstract No. 179, more particularly described in instrument recorded in Volume 304, Page 399, Deed Records Collin County, Texas, together with the right of ingress and egress over Grantor's adjacent lands for the purpose for which the above mentioned rights are granted. The easement hereby granted shall not exceed fifteen feet (15') in width and is more particularly described on Exhibit "A" attached hereto and made a part hereof for all purposes (the "Easement Area"). Grantee, with the prior written consent of Grantor, which consent shall not be unreasonably withheld, may designate the course of the easement herein conveyed except that when the pipe line(s) is installed, the easement herein granted shall be limited to a strip of land fifteen feet (15') in width the center line thereof being the pipe line as installed. Following the installation of said pipe line(s), Grantee, at its sole cost and expense, shall deliver to Grantor a detailed map showing the exact location of said pipe line(s) and, in the event said fifteen foot (15') easement area differs from the Easement Area, execute an amendment to this Waterline Easement for purposes of describing the exact location of said fifteen foot (15') easement area. Said pipe line(s) shall be buried to a minimum depth of three feet (3') below the ground surface. Grantor shall be entitled to tap into said pipe line(s) for purposes of obtaining water therefrom at all times during the term of this Waterline Easement, subject to compliance with the requirements of the applicable ordinance(s) of the Town of Prosper.

The consideration recited herein shall constitute payment in full for damages sustained by Grantor by reason of the installation of the structures referred to herein and the Grantee will maintain the Easement Area in a state of good repair and efficiency so that no unreasonable damages will result from its use to the Easement Area or Grantor's adjacent premises. This Agreement together with other provisions of this grant shall constitute a covenant running with the land for the benefit of the Grantee, its successors, and assigns. The Grantor covenants that it is the owner of the above described Easement Area and that said Easement Area is free and clear of all encumbrances and liens except for, and Grantee agrees that the easement granted herein is expressly made and accepted subject to, all of the encumbrances, liens, restrictions, easements, conditions, covenants and other matters affecting title to the Easement Area of record in Collin County, Texas.

Grantee shall pay all costs in connection with the installation of said pipe line(s) and shall promptly discharge any liens or claims for liens arising in connection therewith. All construction and reconstruction must be done in accordance with all applicable laws, rules, regulations and ordinances of any governmental authority. Grantee shall not, in its use of the easement granted herein or Easement Area, unreasonably interfere with Grantor's use of the Easement Area, and within five (5) days after doing any work in connection with the construction, reconstruction or repair of any improvements in or to the Easement Area shall restore said premises to substantially the same condition in which they were found before such work was undertaken. Grantee shall not construct any curbing, barricades or other obstructions to free access along the boundary of the Easement Area.

The easement granted herein is not exclusive. Grantor shall continue to enjoy the use of the Easement Area for any and all purposes which Grantor may deem appropriate and shall have the right to install improvements, landscaping, irrigation equipment, utilities, parking, driveways, walls and other improvements and utilities in, under, and upon the Easement Area; provided, that same does not unreasonably interfere with the use of the Easement Area for the purposes set forth herein.

Grantor, its successors or assigns reserves the right to relocate the easement granted herein and the Easement Area, at no expense to Grantee, as long as substantially equivalent easement areas are provided prior to such relocation.

4029 1814

Grantee hereby indemnifies and agrees to save harmless Grantor from and against any and all claims that arise in connection with Grantee's use, construction, repair or maintenance of the easement granted herein or Easement Area, including but not limited to any use of the Easement Area or Grantor's adjacent property by the agents, representatives, guests or invitees of Grantee and to defend, at its own cost and expense, any and all such claims and to discharge any and all judgments, orders and decrees which may be recovered against Grantor with respect to the foregoing.

Nothing contained herein is intended to create rights in or for the benefit of the general public. The Easement may be amended or terminated only by written instrument executed by the then current owners of the Easement Area and filed of record in the county where the Easement Area is located and no party other than the then current owners of the Easement Area shall be required to join in the execution of any such amendment or termination instrument.

IN WITNESS WHEREOF the said Grantor has executed this instrument this 8th day of Sept, 1997.

GRANTOR:

FFF Preston Hills III, Ltd., a Texas limited partnership

By: FFF Properties, Inc., a Texas corporation, its General Partner

By: _____
Name: R. Stan Folsom
Title: PARTNER

ACKNOWLEDGEMENT

STATE OF TEXAS, COUNTY OF
COUNTY OF Dallas

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared R. Stan Folsom, PARTNER of FFF Properties, Inc., a Texas corporation, General Partner of F.F.F. Preston Hills III, Ltd., a Texas limited partnership, 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 purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS THE 8th day of September, 1997.

Jill Cook
Notary Public in and for Dallas
County, Texas

JILL COOK
Notary Public
State of Texas
Commission Expires 10-9-99

Grantee's Mailing Address:

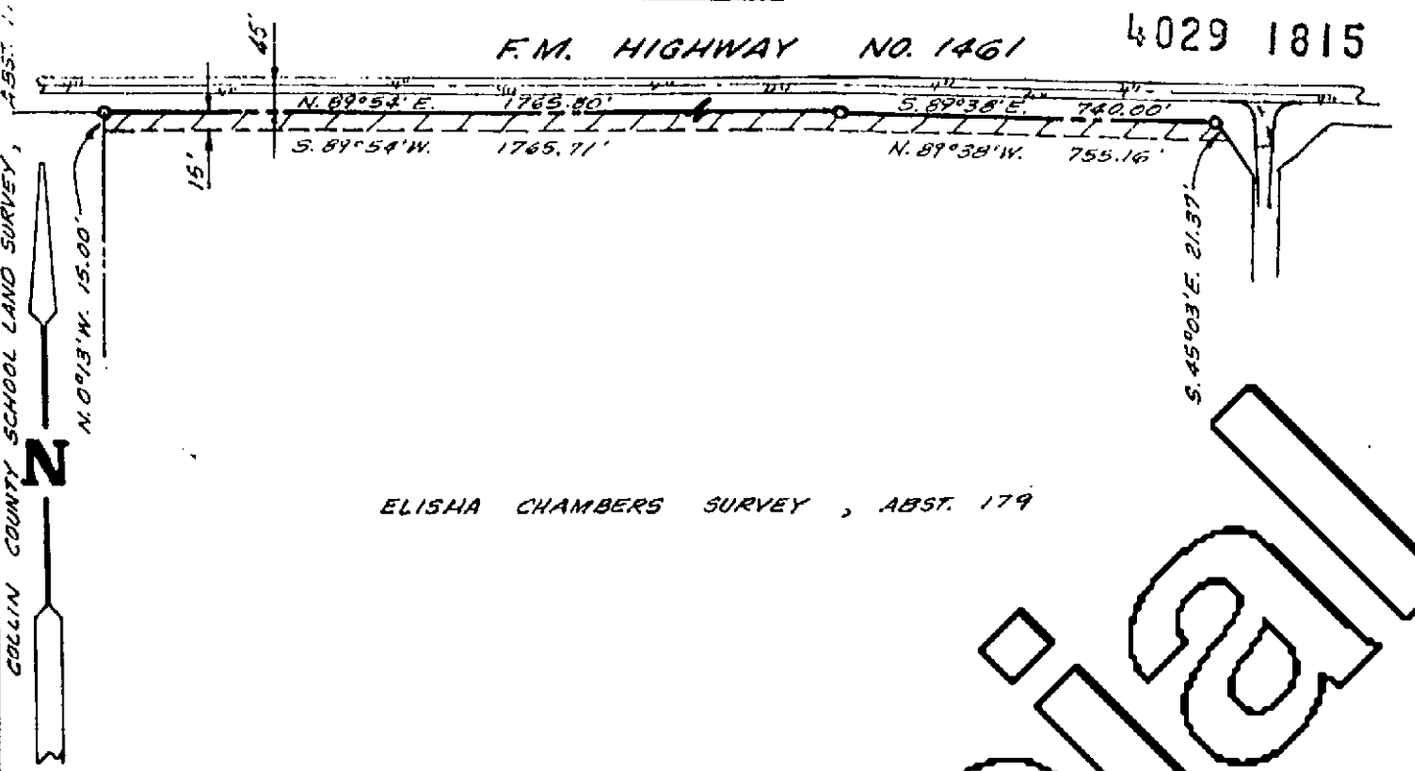
_____
_____
_____

After Recording, Please Return To:

Geary, Porter & Donovan, P.C.
16475 Dallas Parkway, Suite 550
Dallas, Texas 75248
Attn: Gregory L. Miller

Unofficial

EXHIBIT A



FIELD NOTES
FOR
15' WATERLINE EASEMENT

BEING a tract of land situated in Collin County, Texas and being part of the Elisha Chambers Survey Abst. No. 179, and being part of a 40 acre tract and part of a 110 acre tract as described in a deed from L.L. Lewis to J.G. Rotufus dated May 11, 1936 and recorded in Volume 304, Page 399 of the Collin County Deed Records and being more particularly described as follows:

BEGINNING at a point in the south line of F.M. Road No. 1461 (a 90 foot R.O.W.) and a common point between the Elisha Chambers Survey Abst., 179 and the Collin County School Land Survey, Abst. 172, an iron pin for corner;

THENCE N. 89°54' E., along the south R.O.W. line of F.M. Road. No. 1461, 1765.80 feet to a point for corner;

THENCE S. 89°38' E., continuing along the said south side of F.M. Road No. 1461, 740.0 feet to a point for corner, said corner being the cut-back corner for County Road No. 80;

THENCE S. 45°03' E., 21.37 feet to a point for corner;

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THENCE S. 89°54' W., 1765.71 feet to the point for corner;

THENCE N. 0°13' W., 15.00 feet to the place of beginning and containing 0.866 acres or 37,700 sq. ft. of land more or less.

Unofficial

15.00' WIDE WATER LINE ESM'T.
ELISHA CHAMBERS SURVEY, ABST. 179
COLLIN COUNTY, TEXAS

DOWDEY, ANDERSON & ASSOCIATES, INC.
5225 VILLAGE CREEK DRIVE SUITE 200
(972) 931-0694 PLANO, TEXAS 75093

Scale 1"=300' Date 7
Job No. 96-037

Return to George Dudley
5225 Village Creek Dr
Plano Tx. 75093

4029 1816

Unofficial

ANY PROVISION HEREIN WHICH RESTRICTS THE SALE, RENTAL OR USE OF THE DESCRIBED REAL PROPERTY BECAUSE OF COLOR OR RACE IS INVALID AND UNENFORCEABLE UNDER FEDERAL LAW

THE STATE OF TEXAS (COUNTY OF COLLIN)
I hereby certify that this instrument was FILED in the File Number Sequence on the date and at the time stamped hereon by me; and was duly RECORDED, in the Official Public Records of Real Property of Collin County, Texas.

OCT 29 1997

Helen Starnes

Filed for Record in:
COLLIN COUNTY, TX
HONORABLE HELEN STARNES

On 1997/10/29

At 3:52P

Number: 97- 0092116
Type : EM 15.00

TxDOT Highway
FM1461

TxDOT RCSJ#
1973-01-018

TxDOT U#
U00026000

TxDOT Parcel
P00020199 (P17)
Robert & Julie Menhart

TxDOT ROW Station Number(s)
136+18.07 to 140+32.39

Easement Instrument Number
19971029000921160

Easement Volume and Page Number
Volume 4029 Page 1813

Prior Property Right: Affidavit

Easement for Property Owner

Easement Grantor
FFF Preston Hills III, Ltd
by FFF Properties, Inc.

4029 1813 97- 0092116

WATERLINE EASEMENT

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IN WITNESS WHEREOF the said Grantor has executed this instrument this 8th day of Sept, 1997.

GRANTOR:

FFF Preston Hills III, Ltd., a Texas limited partnership

By: FFF Properties, Inc., a Texas corporation, its General Partner

By: _____
Name: R. Steve Folsom
Title: PARTNER

ACKNOWLEDGEMENT

STATE OF TEXAS, COUNTY OF
COUNTY OF Dallas

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared R. Steve Folsom, PARTNER of FFF Properties, Inc., a Texas corporation, General Partner of F.F.F. Preston Hills III, Ltd., a Texas limited partnership, 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 purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS THE 8th day of September, 1997.

Jill Cook
Notary Public in and for Dallas
County, Texas

JILL COOK
Notary Public
State of Texas
Commission Expires 10-9-99

Grantee's Mailing Address:

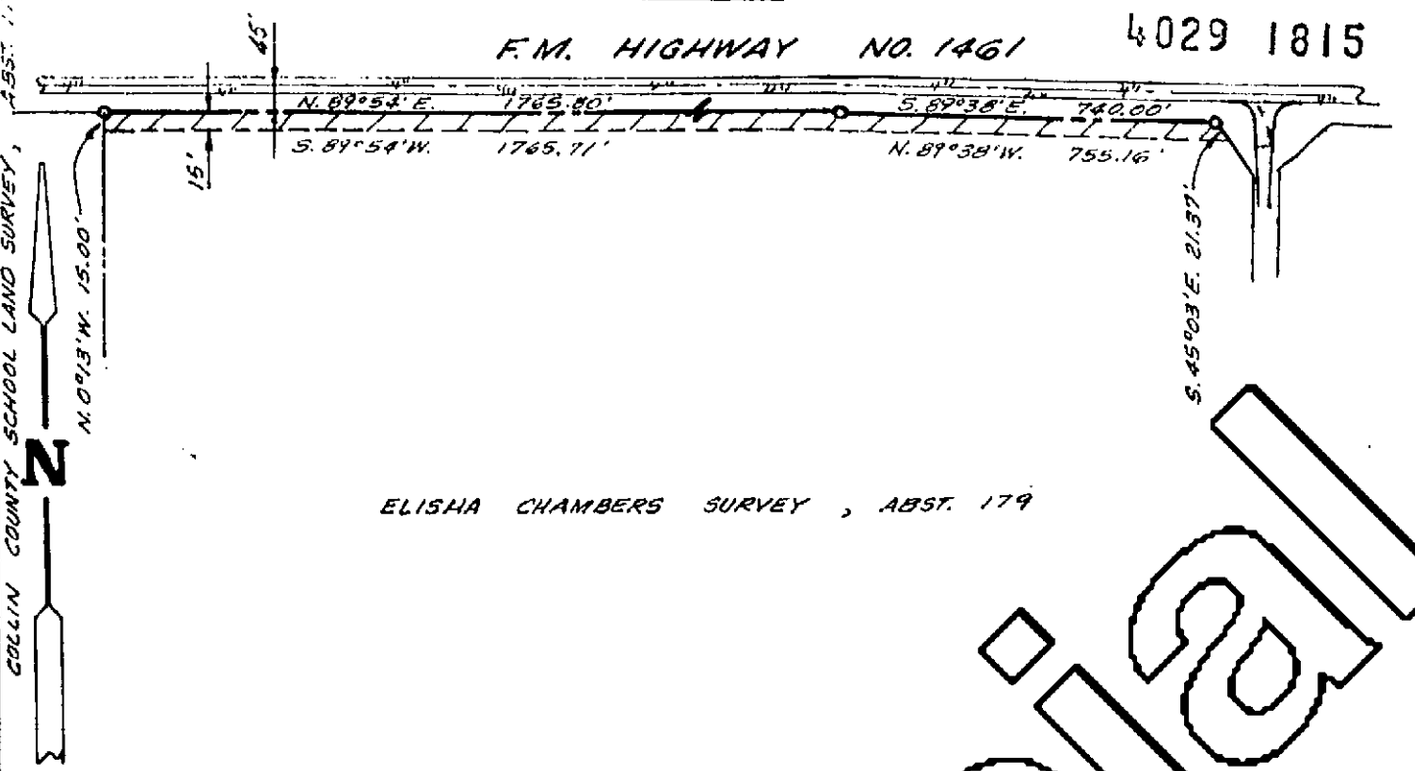
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Geary, Porter & Donovan, P.C.
16475 Dallas Parkway, Suite 550
Dallas, Texas 75248
Attn: Gregory L. Miller

Unofficial

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Unofficial

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COLLIN COUNTY, TEXAS

DOWDEY, ANDERSON & ASSOCIATES, INC.
5225 VILLAGE CREEK DRIVE SUITE 200
(972) 931-0694 PLANO, TEXAS 75093

Scale 1"=300' Date 7

Job No. 96-037

Return to George Dudley
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Plano Tx. 75093

4029 1816

Unofficial

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THE STATE OF TEXAS (COUNTY OF COLLIN)
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OCT 29 1997

Helen Starnes

Filed for Record in:
COLLIN COUNTY, TX
HONORABLE HELEN STARNES

On 1997/10/29

At 3:52P

Number: 97- 0092116
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TxDOT Highway
FM1461

TxDOT RCSJ#
1973-01-018

TxDOT U#
U00026000

TxDOT Parcel
P00020201 (P19)
Faraz & Sarah Paul

TxDOT ROW Station Number(s)
140+32.39 to 145+26.14

Easement Instrument Number
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Easement Volume and Page Number
Volume 4029 Page 1813

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Easement for Property Owner

Easement Grantor
FFF Preston Hills III, Ltd
by FFF Properties, Inc.

4029 1813 97- 0092116

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By: FFF Properties, Inc., a Texas corporation, its General Partner

By: _____
Name: R. Steve Folsom
Title: PARTNER

ACKNOWLEDGEMENT

STATE OF TEXAS, COUNTY OF
COUNTY OF Dallas

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared R. Steve Folsom, PARTNER of FFF Properties, Inc., a Texas corporation, General Partner of F.F.F. Preston Hills III, Ltd., a Texas limited partnership, 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 purposes and consideration therein expressed.

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JILL COOK
Notary Public
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Commission Expires 10-9-99

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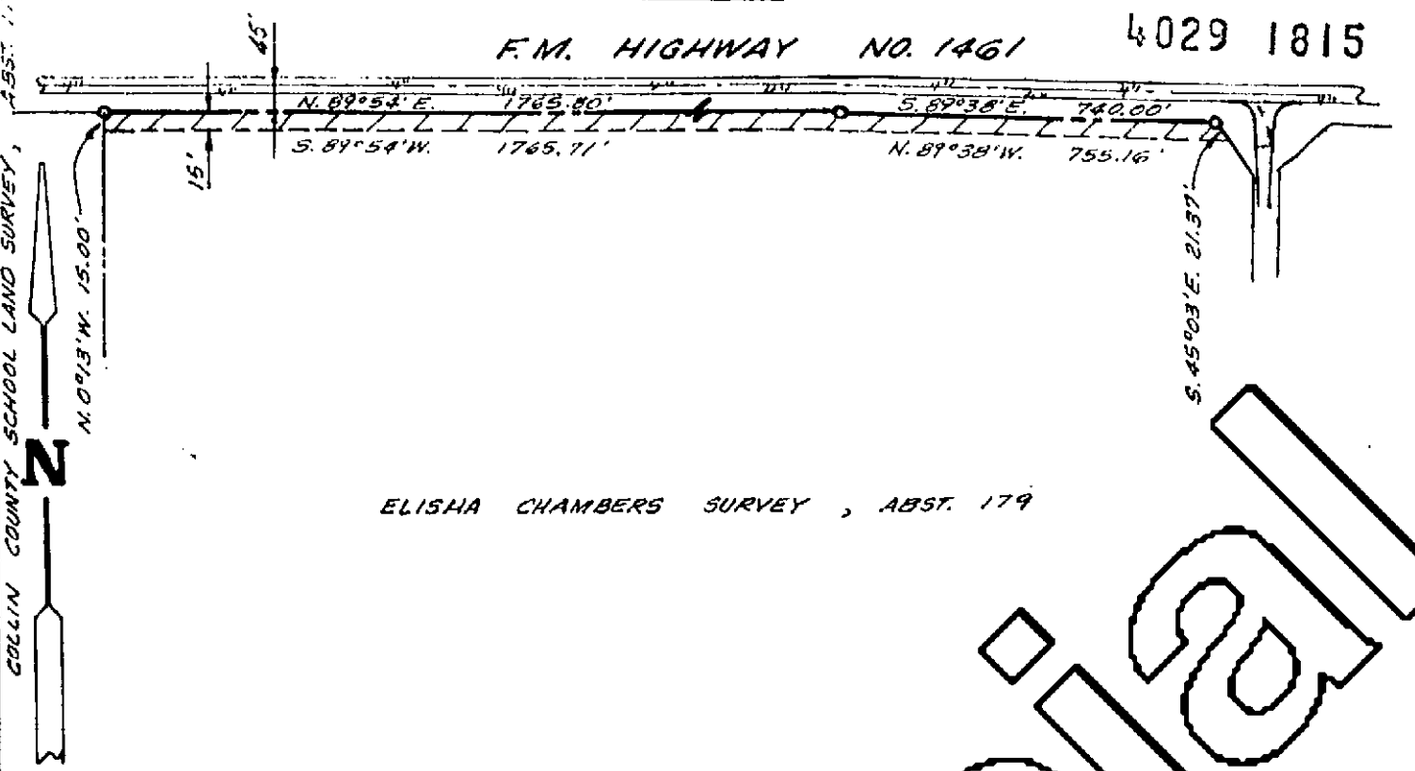
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Unofficial

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4029 1813 97- 0092116

WATERLINE EASEMENT

KNOW ALL MEN BY THESE PRESENTS, that FFF Preston Hills III, Ltd., whose address for notice is 16475 Dallas Parkway, Suite 800, Dallas, Texas 75248, Attn: Steve Folsom (hereinafter called "Grantor"), in consideration of one dollar ($1.00) and other good and valuable consideration paid by the Town of Prosper, Texas, whose address for notice is P.O. Box 307, Prosper, Texas 75078 (hereinafter called "Grantee"), the receipt and sufficiency of which is hereby acknowledged, does hereby grant, bargain, sell, transfer, and convey to said Grantee, its successors, and assigns, a non-exclusive easement with the right to erect, construct, install and lay and thereafter use, operate, inspect, repair, maintain, replace, and remove waterlines and appurtenances in and through Grantor's land in the Elisha Chambers Survey, Abstract No. 179, more particularly described in instrument recorded in Volume 304, Page 399, Deed Records Collin County, Texas, together with the right of ingress and egress over Grantor's adjacent lands for the purpose for which the above mentioned rights are granted. The easement hereby granted shall not exceed fifteen feet (15') in width and is more particularly described on Exhibit "A" attached hereto and made a part hereof for all purposes (the "Easement Area"). Grantee, with the prior written consent of Grantor, which consent shall not be unreasonably withheld, may designate the course of the easement herein conveyed except that when the pipe line(s) is installed, the easement herein granted shall be limited to a strip of land fifteen feet (15') in width the center line thereof being the pipe line as installed. Following the installation of said pipe line(s), Grantee, at its sole cost and expense, shall deliver to Grantor a detailed map showing the exact location of said pipe line(s) and, in the event said fifteen foot (15') easement area differs from the Easement Area, execute an amendment to this Waterline Easement for purposes of describing the exact location of said fifteen foot (15') easement area. Said pipe line(s) shall be buried to a minimum depth of three feet (3') below the ground surface. Grantor shall be entitled to tap into said pipe line(s) for purposes of obtaining water therefrom at all times during the term of this Waterline Easement, subject to compliance with the requirements of the applicable ordinance(s) of the Town of Prosper.

The consideration recited herein shall constitute payment in full for damages sustained by Grantor by reason of the installation of the structures referred to herein and the Grantee will maintain the Easement Area in a state of good repair and efficiency so that no unreasonable damages will result from its use to the Easement Area or Grantor's adjacent premises. This Agreement together with other provisions of this grant shall constitute a covenant running with the land for the benefit of the Grantee, its successors, and assigns. The Grantor covenants that it is the owner of the above described Easement Area and that said Easement Area is free and clear of all encumbrances and liens except for, and Grantee agrees that the easement granted herein is expressly made and accepted subject to, all of the encumbrances, liens, restrictions, easements, conditions, covenants and other matters affecting title to the Easement Area of record in Collin County, Texas.

Grantee shall pay all costs in connection with the installation of said pipe line(s) and shall promptly discharge any liens or claims for liens arising in connection therewith. All construction and reconstruction must be done in accordance with all applicable laws, rules, regulations and ordinances of any governmental authority. Grantee shall not, in its use of the easement granted herein or Easement Area, unreasonably interfere with Grantor's use of the Easement Area, and within five (5) days after doing any work in connection with the construction, reconstruction or repair of any improvements in or to the Easement Area shall restore said premises to substantially the same condition in which they were found before such work was undertaken. Grantee shall not construct any curbing, barricades or other obstructions to free access along the boundary of the Easement Area.

The easement granted herein is not exclusive. Grantor shall continue to enjoy the use of the Easement Area for any and all purposes which Grantor may deem appropriate and shall have the right to install improvements, landscaping, irrigation equipment, utilities, parking, driveways, walls and other improvements and utilities in, under, and upon the Easement Area; provided, that same does not unreasonably interfere with the use of the Easement Area for the purposes set forth herein.

Grantor, its successors or assigns reserves the right to relocate the easement granted herein and the Easement Area, at no expense to Grantee, as long as substantially equivalent easement areas are provided prior to such relocation.

4029 1814

Grantee hereby indemnifies and agrees to save harmless Grantor from and against any and all claims that arise in connection with Grantee's use, construction, repair or maintenance of the easement granted herein or Easement Area, including but not limited to any use of the Easement Area or Grantor's adjacent property by the agents, representatives, guests or invitees of Grantee and to defend, at its own cost and expense, any and all such claims and to discharge any and all judgments, orders and decrees which may be recovered against Grantor with respect to the foregoing.

Nothing contained herein is intended to create rights in or for the benefit of the general public. The Easement may be amended or terminated only by written instrument executed by the then current owners of the Easement Area and filed of record in the county where the Easement Area is located and no party other than the then current owners of the Easement Area shall be required to join in the execution of any such amendment or termination instrument.

IN WITNESS WHEREOF the said Grantor has executed this instrument this 8th day of Sept, 1997.

GRANTOR:

FFF Preston Hills III, Ltd., a Texas limited partnership

By: FFF Properties, Inc., a Texas corporation, its General Partner

By: _____
Name: R. Steve Folsom
Title: PARTNER

ACKNOWLEDGEMENT

STATE OF TEXAS, COUNTY OF
COUNTY OF Dallas

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared R. Steve Folsom, PARTNER of FFF Properties, Inc., a Texas corporation, General Partner of F.F.F. Preston Hills III, Ltd., a Texas limited partnership, 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 purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS THE 8th day of September, 1997.

Jill Cook
Notary Public in and for Dallas
County, Texas

JILL COOK
Notary Public
State of Texas
Commission Expires 10-9-99

Grantee's Mailing Address:

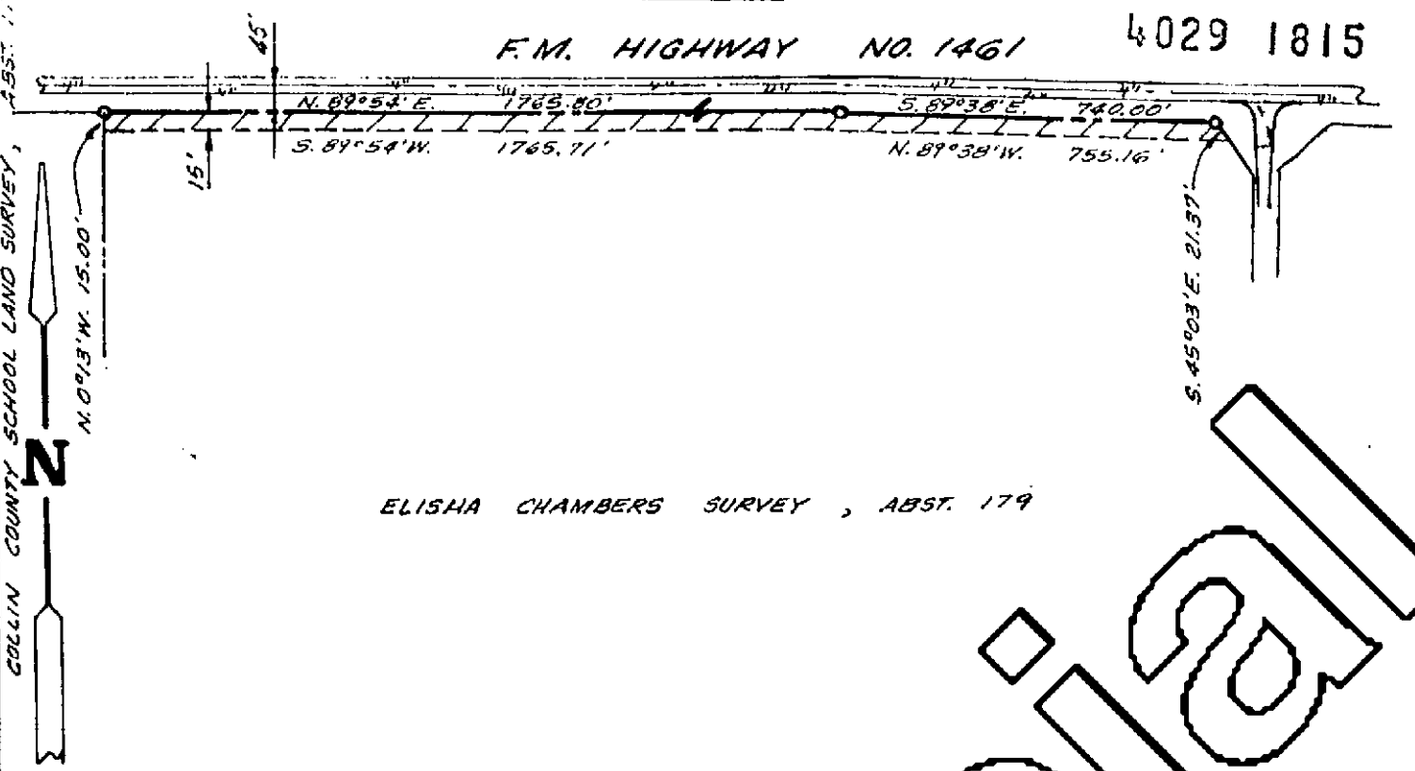
_____
_____
_____

After Recording, Please Return To:

Geary, Porter & Donovan, P.C.
16475 Dallas Parkway, Suite 550
Dallas, Texas 75248
Attn: Gregory L. Miller

Unofficial

EXHIBIT A



FIELD NOTES
FOR
15' WATERLINE EASEMENT

BEING a tract of land situated in Collin County, Texas and being part of the Elisha Chambers Survey Abst. No. 179, and being part of a 40 acre tract and part of a 110 acre tract as described in a deed from L.L. Lewis to J.G. Rotufus dated May 11, 1936 and recorded in Volume 304, Page 399 of the Collin County Deed Records and being more particularly described as follows:

BEGINNING at a point in the south line of F.M. Road No. 1461 (a 90 foot R.O.W.) and a common point between the Elisha Chambers Survey Abst., 179 and the Collin County School Land Survey, Abst. 172, an iron pin for corner;

THENCE N. 89°54' E., along the south R.O.W. line of F.M. Road. No. 1461, 1765.80 feet to a point for corner;

THENCE S. 89°38' E., continuing along the said south side of F.M. Road No. 1461, 740.0 feet to a point for corner, said corner being the cut-back corner for County Road No. 80;

THENCE S. 45°03' E., 21.37 feet to a point for corner;

THENCE N. 89°38' W., 755.16 feet to the point for corner;

THENCE S. 89°54' W., 1765.71 feet to the point for corner;

THENCE N. 0°13' W., 15.00 feet to the place of beginning and containing 0.866 acres or 37,700 sq. ft. of land more or less.

Unofficial

15.00' WIDE WATER LINE ESM'T.

ELISHA CHAMBERS SURVEY, ABST. 179

COLLIN COUNTY, TEXAS

DOWDEY, ANDERSON & ASSOCIATES, INC.
5225 VILLAGE CREEK DRIVE SUITE 200
(972) 931-0694 PLANO, TEXAS 75093

Scale 1"=300' Date 7

Job No. 96-037

Return to George Dudley
5225 Village Creek Dr
Plano Tx. 75093

4029 1816

Unofficial

ANY PROVISION HEREIN WHICH RESTRICTS THE SALE, RENTAL OR USE OF THE DESCRIBED REAL PROPERTY BECAUSE OF COLOR OR RACE IS INVALID AND UNENFORCEABLE UNDER FEDERAL LAW

THE STATE OF TEXAS (COUNTY OF COLLIN)
I hereby certify that this instrument was FILED in the File Number sequence on the date and at the time stamped hereon by me; and was duly RECORDED, in the Official Public Records of Real Property of Collin County, Texas.

OCT 29 1997

Helen Starnes

Filed for Record in:
COLLIN COUNTY, TX
HONORABLE HELEN STARNES

On 1997/10/29

At 3:52P

Number: 97- 0092116
Type : EM 15.00

TxDOT Highway
FM1461

TxDOT RCSJ#
1973-01-018

TxDOT U#
U00026000

TxDOT Parcel
P00020206 (P24)
Christian Assembly of God

TxDOT ROW Station Number(s)
147+26.98 to 150+44.57

Easement Instrument Number
19971029000921160

Easement Volume and Page Number
Volume 4029 Page 1813

Prior Property Right: Affidavit

Easement for Property Owner

Easement Grantor
FFF Preston Hills III, Ltd
by FFF Properties, Inc.

4029 1813 97- 0092116

WATERLINE EASEMENT

KNOW ALL MEN BY THESE PRESENTS, that FFF Preston Hills III, Ltd., whose address for notice is 16475 Dallas Parkway, Suite 800, Dallas, Texas 75248, Attn: Steve Folsom (hereinafter called "Grantor"), in consideration of one dollar ($1.00) and other good and valuable consideration paid by the Town of Prosper, Texas, whose address for notice is P.O. Box 307, Prosper, Texas 75078 (hereinafter called "Grantee"), the receipt and sufficiency of which is hereby acknowledged, does hereby grant, bargain, sell, transfer, and convey to said Grantee, its successors, and assigns, a non-exclusive easement with the right to erect, construct, install and lay and thereafter use, operate, inspect, repair, maintain, replace, and remove waterlines and appurtenances in and through Grantor's land in the Elisha Chambers Survey, Abstract No. 179, more particularly described in instrument recorded in Volume 304, Page 399, Deed Records Collin County, Texas, together with the right of ingress and egress over Grantor's adjacent lands for the purpose for which the above mentioned rights are granted. The easement hereby granted shall not exceed fifteen feet (15') in width and is more particularly described on Exhibit "A" attached hereto and made a part hereof for all purposes (the "Easement Area"). Grantee, with the prior written consent of Grantor, which consent shall not be unreasonably withheld, may designate the course of the easement herein conveyed except that when the pipe line(s) is installed, the easement herein granted shall be limited to a strip of land fifteen feet (15') in width the center line thereof being the pipe line as installed. Following the installation of said pipe line(s), Grantee, at its sole cost and expense, shall deliver to Grantor a detailed map showing the exact location of said pipe line(s) and, in the event said fifteen foot (15') easement area differs from the Easement Area, execute an amendment to this Waterline Easement for purposes of describing the exact location of said fifteen foot (15') easement area. Said pipe line(s) shall be buried to a minimum depth of three feet (3') below the ground surface. Grantor shall be entitled to tap into said pipe line(s) for purposes of obtaining water therefrom at all times during the term of this Waterline Easement, subject to compliance with the requirements of the applicable ordinance(s) of the Town of Prosper.

The consideration recited herein shall constitute payment in full for damages sustained by Grantor by reason of the installation of the structures referred to herein and the Grantee will maintain the Easement Area in a state of good repair and efficiency so that no unreasonable damages will result from its use to the Easement Area or Grantor's adjacent premises. This Agreement together with other provisions of this grant shall constitute a covenant running with the land for the benefit of the Grantee, its successors, and assigns. The Grantor covenants that it is the owner of the above described Easement Area and that said Easement Area is free and clear of all encumbrances and liens except for, and Grantee agrees that the easement granted herein is expressly made and accepted subject to, all of the encumbrances, liens, restrictions, easements, conditions, covenants and other matters affecting title to the Easement Area of record in Collin County, Texas.

Grantee shall pay all costs in connection with the installation of said pipe line(s) and shall promptly discharge any liens or claims for liens arising in connection therewith. All construction and reconstruction must be done in accordance with all applicable laws, rules, regulations and ordinances of any governmental authority. Grantee shall not, in its use of the easement granted herein or Easement Area, unreasonably interfere with Grantor's use of the Easement Area, and within five (5) days after doing any work in connection with the construction, reconstruction or repair of any improvements in or to the Easement Area shall restore said premises to substantially the same condition in which they were found before such work was undertaken. Grantee shall not construct any curbing, barricades or other obstructions to free access along the boundary of the Easement Area.

The easement granted herein is not exclusive. Grantor shall continue to enjoy the use of the Easement Area for any and all purposes which Grantor may deem appropriate and shall have the right to install improvements, landscaping, irrigation equipment, utilities, parking, driveways, walls and other improvements and utilities in, under, and upon the Easement Area; provided, that same does not unreasonably interfere with the use of the Easement Area for the purposes set forth herein.

Grantor, its successors or assigns reserves the right to relocate the easement granted herein and the Easement Area, at no expense to Grantee, as long as substantially equivalent easement areas are provided prior to such relocation.

4029 1814

Grantee hereby indemnifies and agrees to save harmless Grantor from and against any and all claims that arise in connection with Grantee's use, construction, repair or maintenance of the easement granted herein or Easement Area, including but not limited to any use of the Easement Area or Grantor's adjacent property by the agents, representatives, guests or invitees of Grantee and to defend, at its own cost and expense, any and all such claims and to discharge any and all judgments, orders and decrees which may be recovered against Grantor with respect to the foregoing.

Nothing contained herein is intended to create rights in or for the benefit of the general public. The Easement may be amended or terminated only by written instrument executed by the then current owners of the Easement Area and filed of record in the county where the Easement Area is located and no party other than the then current owners of the Easement Area shall be required to join in the execution of any such amendment or termination instrument.

IN WITNESS WHEREOF the said Grantor has executed this instrument this 8th day of Sept, 1997.

GRANTOR:

FFF Preston Hills III, Ltd., a Texas limited partnership

By: FFF Properties, Inc., a Texas corporation, its General Partner

By: _____
Name: R. Steve Folsom
Title: PARTNER

ACKNOWLEDGEMENT

STATE OF TEXAS, COUNTY OF
COUNTY OF Dallas

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared R. Steve Folsom, PARTNER of FFF Properties, Inc., a Texas corporation, General Partner of F.F.F. Preston Hills III, Ltd., a Texas limited partnership, 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 purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS THE 8th day of September, 1997.

Jill Cook
Notary Public in and for Dallas
County, Texas

JILL COOK
Notary Public
State of Texas
Commission Expires 10-9-99

Grantee's Mailing Address:

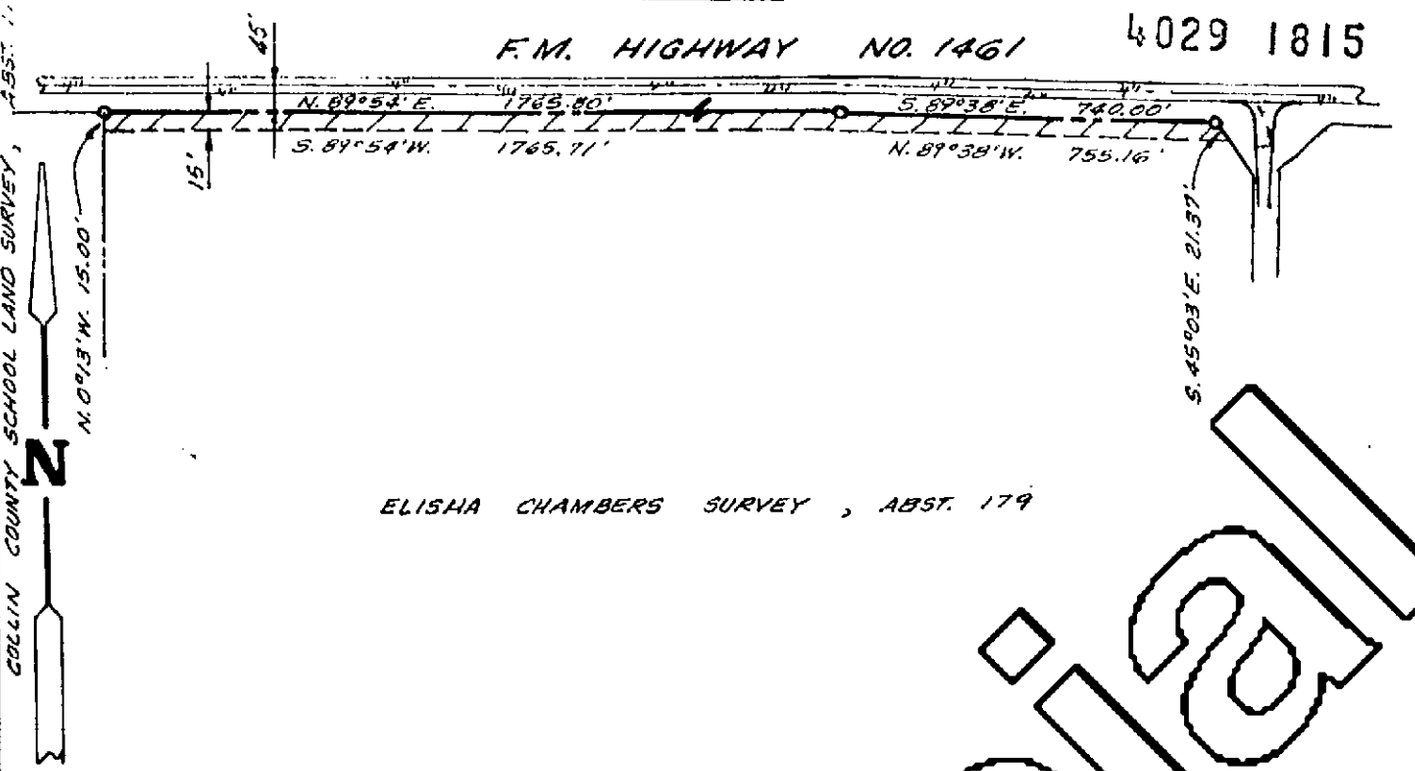
_____
_____
_____

After Recording, Please Return To:

Geary, Porter & Donovan, P.C.
16475 Dallas Parkway, Suite 550
Dallas, Texas 75248
Attn: Gregory L. Miller

Unofficial

EXHIBIT A



FIELD NOTES
FOR
15' WATERLINE EASEMENT

BEING a tract of land situated in Collin County, Texas and being part of the Elisha Chambers Survey Abst. No. 179, and being part of a 40 acre tract and part of a 110 acre tract as described in a deed from L.L. Lewis to J.G. Rotufus dated May 11, 1936 and recorded in Volume 304, Page 399 of the Collin County Deed Records and being more particularly described as follows:

BEGINNING at a point in the south line of F.M. Road No. 1461 (a 90 foot R.O.W.) and a common point between the Elisha Chambers Survey Abst., 179 and the Collin County School Land Survey, Abst. 172, an iron pin for corner;

THENCE N. 89°54' E., along the south R.O.W. line of F.M. Road. No. 1461, 1765.80 feet to a point for corner;

THENCE S. 89°38' E., continuing along the said south side of F.M. Road No. 1461, 740.0 feet to a point for corner, said corner being the cut-back corner for County Road No. 80;

THENCE S. 45°03' E., 21.37 feet to a point for corner;

THENCE N. 89°38' W., 755.16 feet to the point for corner;

THENCE S. 89°54' W., 1765.71 feet to the point for corner;

THENCE N. 0°13' W., 15.00 feet to the place of beginning and containing 0.866 acres or 37,700 sq. ft. of land more or less.

Unofficial

15.00' WIDE WATER LINE ESM'T.

ELISHA CHAMBERS SURVEY, ABST. 179

COLLIN COUNTY, TEXAS

DOWDEY, ANDERSON & ASSOCIATES, INC.
5225 VILLAGE CREEK DRIVE SUITE 200
(972) 931-0694 PLANO, TEXAS 75093

Scale 1"=300' Date 7

Job No. 96-037

Return to George Dudley
5225 Village Creek Dr
Plano Tx. 75093

4029 1816

Unofficial

ANY PROVISION HEREIN WHICH RESTRICTS THE SALE, RENTAL OR USE OF THE DESCRIBED REAL PROPERTY BECAUSE OF COLOR OR RACE IS INVALID AND UNENFORCEABLE UNDER FEDERAL LAW

(COUNTY OF COLLIN)
(THE STATE OF TEXAS)
I hereby certify that this instrument was FILED in the FILE NUMBER Sequence on the date and at the time stamped hereon by me; and was duly RECORDED, in the Official Public Records of Real Property of Collin County, Texas on

OCT 29 1997

Helen Starnes

Filed for Record in:
COLLIN COUNTY, TX
HONORABLE HELEN STARNES

On 1997/10/29

At 3:52P

Number: 97- 0092116
Type : EM 15.00

TxDOT Highway
FM1461

TxDOT RCSJ#
1973-01-018

TxDOT U#
U00026000

TxDOT Parcel
P00020210 (P28)
RL White Living Trust & Patricia Frank

TxDOT ROW Station Number(s)
162+2.17 to 163+37.07

Easement Instrument Number
19971029000921150

Easement Volume and Page Number
Vol 4029 Pg 1810

Prior Property Right: Affidavit

Easement for Property Owner

Easement Grantor
Randy L. White

WATERLINE EASEMENT

97- 0092115

4029 1810

KNOW ALL MEN BY THESE PRESENTS, that Randy L. White (hereinafter called "Grantors"), in consideration of one dollar ($1.00) and other good and valuable consideration paid by City of Prosper, (hereinafter called "Grantee"), the receipt and sufficiency of which is hereby acknowledged, does hereby grant, bargain, sell, transfer, and convey to said Grantee, its successors, and assigns, a perpetual easement with the right to erect, construct, install and lay and thereafter use, operate, inspect, repair, maintain, replace, and remove waterlines and appurtenances in and through Grantor's land in the A. Dyer Survey, Abstract No. 258, more particularly described in instrument recorded in Volume 3299, Page 865, Dead Records Collin, County, Texas, together with the right of ingress and egress over Grantors' adjacent lands for the purpose for which the above mentioned rights are granted. The easement hereby granted shall not exceed 15 feet in width, and Grantee is hereby authorized to designate the course of the easement herein conveyed except that when the pipe line(s) is installed, the easement herein granted shall be limited to a strip of land 15 feet in width the center line thereof being the pipe line as installed.

The consideration recited herein shall constitute payment in full for damages sustained by Grantors by reason of the installation of the structures referred to herein and the Grantee will maintain such easement in a state of good repair and efficiency so that no unreasonable damages will result from its use to Grantors' premises. This Agreement together with other provisions of this grant shall constitute a covenant running with the land for the benefit of the Grantee, its successors, and assigns. The Grantors covenant that they are the owners of the above described lands and that said lands are free and clear of all encumbrances and liens except the following:

IN WITNESS WHEREOF the said Grantors have executed this instrument this 9th day of October, 19 97.

Randy White

ACKNOWLEDGEMENT

STATE OF TEXAS
COUNTY OF Collin

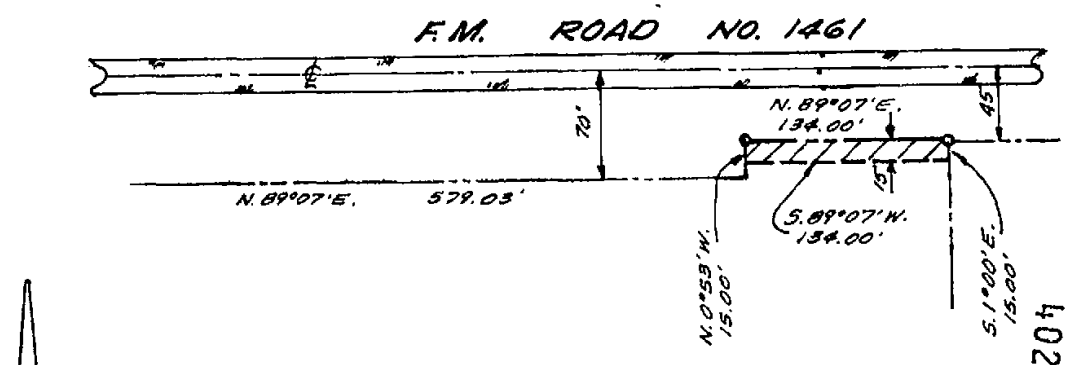
BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared Randy White known to me to be the person(s) whose name(s) is (are) subscribed to the foregoing instrument, and acknowledged to me that he (she) (they) executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS THE 9th day of October, 19 97.

Kathy D. Christie
Notary Public in and for
County, Texas

KATHY D. CHRISTIE
Notary Public, State of Texas
My Commission Expires 05-06-00

file/easement.Publisher)



A. DYER SURVEY, ABST. 258

1181 6204

N

FIELD NOTES
FOR
15' WATERLINE EASEMENT

BEING a tract of land situated in Collin County, Texas, and being part of the A. Dyer Survey, Abstract No. 258, and also being part of a tract of land that was conveyed to Arthur W. Deitt, Jr., et ux, Peggy Duitt, by Marjorie B. Tidwell et al, in Deed Recorded in Volume 1312, Page 807 of the Deed Records of Collin County, Texas and being more particularly described as follows:

BEGINNING at a point in the south line of F.M. Road No. 1461 (a 90 foot R.O.W.) said point being the northeast corner of Randy L. White tract as described above, an iron pin found for corner;

THENCE S. 1°00' E., with the east line of said 18 acre tract 15.00 feet to a point for corner;

THENCE S. 89°07' W., 134.00 feet to a point in the east line of 25.0' widening, a point for corner;

THENCE N. 0°53' W., 15.00 feet to a point for corner;

THENCE N. 89°07' E., with the said south R.O.W. of F.M. Road No. 134.00 feet to the place of beginning and containing 2,010 sq. feet of land more or less.

UNOFFICIAL

15.00' WIDE WATER LINE ESM'T.

A. DYER SURVEY, ABSTRACT NO. 258
COLLIN COUNTY, TEXAS



DOWDEY, ANDERSON & ASSOCIATES, INC.
5225 VILLAGE CREEK DRIVE SUITE 200
(972) 931-0694 PLANO, TEXAS 75093

Scale 1"=100' Date 7-30-97
Job No. 96-037

Return To : George Dudley
5225 Village Creek Dr
Plano TX. 75093

4029 1812

UNOFFICIAL

ANY PROVISION HEREIN WHICH RESTRICTS THE SALE, RENTAL OR USE OF THE DESCRIBED REAL PROPERTY BECAUSE OF COLOR OR RACE IS INVALID AND UNENFORCEABLE UNDER FEDERAL LAW

THE STATE OF TEXAS } COUNTY OF COLLIN
I hereby certify that this instrument was FILED in the File Number sequence on the date and the time stamped hereon by me; and was duly RECORDED, in the Official Public Records of Real Property of Collin County, Texas on

OCT 29 1997

Helen Starnes

Filed for Record in:
COLLIN COUNTY, TX
HONORABLE HELEN STARNES

On 1997/10/29

At 3:52P

Number: 97- 0092115
Type : EM 13.00

TxDOT Highway
FM1461

TxDOT RCSJ#
1973-01-018

TxDOT U#
U00026000

TxDOT Parcel
P00020213 (P31)
Jianming He & Cynthia Zheng

TxDOT ROW Station Number(s)
163+37.07 to 171+15.98

Easement Instrument Number
19971029000921170

Easement Volume and Page Number
Vol 4029 Pg 1817

Prior Property Right: Affidavit

Easement for Property Owner

Easement Grantor
Steve Hansen

WATERLINE EASEMENT 97- 0092117

KNOW ALL MEN BY THESE PRESENTS, that Steve Hansen. (hereinafter called "Grantors"), in consideration of one dollar ($1.00) and other good and valuable consideration paid by City of Prosper, (hereinafter called "Grantee"), the receipt and sufficiency of which is hereby acknowledged, does hereby grant, bargain, sell, transfer, and convey to said Grantee, its successors, and assigns, a perpetual easement with the right to erect, construct, install and lay and thereafter use, operate, inspect, repair, maintain, replace, and remove waterlines and appurtenances in and through Grantor's land in the A. Dyer Survey, Abstract No. 258, more particularly described in instrument recorded in Volume 774, Page 590, Deed Records Collin, County, Texas together with the right of ingress and egress over Grantors' adjacent lands for the purpose for which the above mentioned rights are granted. The easement hereby granted shall not exceed 15 feet in width, and Grantee is hereby authorized to designate the course of the easement herein conveyed except that when the pipe line(s) is installed, the easement herein granted shall be limited to a strip of land 15 feet in width the center line thereof being the pipe line as installed.

The consideration recited herein shall constitute payment in full for damages sustained by Grantors by reason of the installation of the structures referred to herein and the Grantee will maintain such easement in a state of good repair and efficiency so that no unreasonable damages will result from its use to Grantors' premises. This Agreement together with other provisions of this grant shall constitute a covenant running with the land for the benefit of the Grantee, its successors, and assigns. The Grantors covenant that they are the owners of the above described lands and that said lands are free and clear of all encumbrances and liens except the following:

IN WITNESS WHEREOF the said Grantors have executed this instrument this 29th day of August, 1997.

D. Steven Hansen

ACKNOWLEDGEMENT

STATE OF TEXAS
COUNTY OF TARRANT

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared D. Steven Hansen known to me to be the person(s) whose name(s) is (are) subscribed to the foregoing instrument, and acknowledged to me that he (she) (they) executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS THE 29 day of August, 1997.

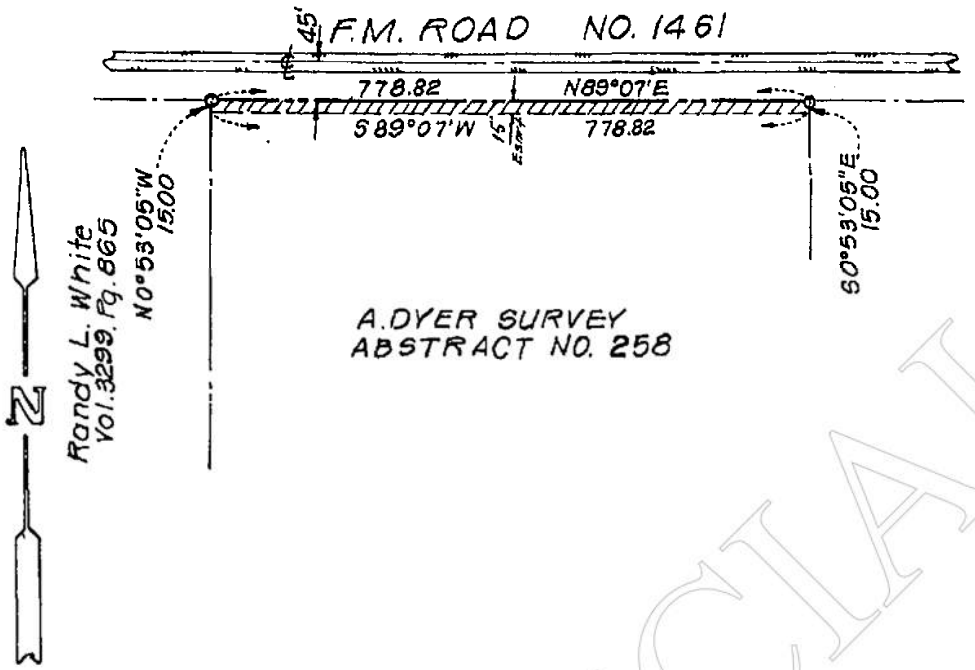
Carmen I. Anderson
Notary Public in and for Tarrant County, Texas

CARMEN I. ANDERSON
MY COMMISSION EXPIRES
August 19, 2000

file/easement.

UNOFFICIAL

4029 1818



FIELD NOTES
FOR 15' WATERLINE EASEMENT

BEING a tract of land out of the A. Dyer Survey Abstract No. 258, and being a part of the 72.3 acres of land described in a deed from Raymond L. Dalton, to Gladwin W. Bithell, et al dated June 21. 1971, recorded in Volume 774, Page 590 of the Collin County Deed Records, and being more particularly described as follows:

BEGINNING at a point in the south line of F.M. Road No. 1461 (a 90' R.O.W.) said point also being the northeast corner of the Randy L. White tract as described in Volume 3299 Page 865 of the Deed Records of Collin County Texas, an iron stake for corner;

THENCE N. 89°07' E., along the said south line of F.M. Road No. 1461, 778.82 feet to an iron pin for corner;

THENCE S. 0°53'05" E., 15.00 feet to a point for corner;

THENCE S. 89°07' W., 778.82 feet to a point for corner;

THENCE N. 0°53'05" W., 15.00 feet to the Place of Beginning and containing 11,682 sq. feet of land more or less.

STATE OF TEXAS
REGISTERED
RAEBURN A. WHITE
#1394
PROFESSIONAL
LAND SURVEYOR

15' WIDE WATER LINE ESM'T
A. DYER SURVEY, ABSTRACT 258
COLLIN COUNTY, TEXAS

DOWDEY, ANDERSON & ASSOCIATES, INC.
5225 VILLAGE CREEK DRIVE SUITE 200
(972) 931-0694 PLANO, TEXAS 75093

Scale 1"=200' Date 8-4-97
Job No. 96-074

UNOFFICIAL

Return To: George Dudley
5225 Village Creek Dr.
Plano Tx. 75093

4029 1819

UNOFFICIAL

ANY PROVISION HEREIN WHICH RESTRICTS THE SALE, RENTAL, OR USE OF THE DESCRIBED REAL PROPERTY BECAUSE OF COLOR OR RACE IS INVALID AND UNENFORCEABLE UNDER FEDERAL LAW

(THE STATE OF TEXAS) (COUNTY OF COLLIN)

I hereby certify that this instrument was FILED in the file number sequence on the date and the time stamped hereon by me; and was duly RECORDED, in the Official Public Records of Real Property of Collin County, Texas on

OCT 29 1997

Helen Starnes

Filed for Record in:
COLLIN COUNTY, TX
HONORABLE HELEN STARNES

On 1997/10/29

At 3:52P

Number: 97- 0092117
Type : EM 13.00

TxDOT Highway
FM1461

TxDOT RCSJ#
1973-01-018

TxDOT U#
U00026000

TxDOT Parcel
P00020214 (P32 & 32E)
Da'Hood Trust

TxDOT ROW Station Number(s)
171+15.98 to 179+28.80

Easement Instrument Number
19971029000921200

Easement Volume and Page Number
Vol 4029 Pg 1827

Prior Property Right: Affidavit

Easement for Property Owner

Easement Grantor
Gladwin W. Bithell and Winona Bithell

WATERLINE EASEMENT 97- 0092120

KNOW ALL MEN BY THESE PRESENTS, that Gladwin W. Bithell (hereinafter called "Grantors"), in consideration of one dollar ($1.00) and other good and valuable consideration paid by City of Prosper, (hereinafter called "Grantee"), the receipt and sufficiency of which is hereby acknowledged, does hereby grant, bargain, sell, transfer, and convey to said Grantee, its successors, and assigns, a perpetual easement with the right to erect, construct, install and lay and thereafter use, operate, inspect, repair, maintain, replace, and remove waterlines and appurtenances in and through Grantor's land in the A. Dyer Survey, Abstract No. 258, more particularly described in instrument recorded in Volume 740, Page 375, Deed Records Collin, County, Texas; together with the right of ingress and egress over Grantors' adjacent lands for the purpose for which the above mentioned rights are granted. The easement hereby granted shall not exceed 15 feet in width, and Grantee is hereby authorized to designate the course of the easement herein conveyed except that when the pipe line(s) is installed, the easement herein granted shall be limited to a strip of land 15 feet in width the center line thereof being the pipe line as installed.

4029 1827

The consideration recited herein shall constitute payment in full for damages sustained by Grantors by reason of the installation of the structures referred to herein and the Grantee will maintain such easement in a state of good repair and efficiency so that no unreasonable damages will result from its use to Grantors' premises. This Agreement together with other provisions of this grant shall constitute a covenant running with the land for the benefit of the Grantee, its successors, and assigns. The Grantors covenant that they are the owners of the above described lands and that said lands are free and clear of all encumbrances and liens except the following:

IN WITNESS WHEREOF the said Grantors have executed this instrument this 26 day of August, 19 97.

Gladwin W. Bithell

Winona Bithell

ACKNOWLEDGEMENT

STATE OF ~~TEXAS~~ Arkansas
COUNTY OF Pope

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared Gladwin W. & Winona Bithell known to me to be the person(s) whose name(s) is (are) subscribed to the foregoing instrument, and acknowledged to me that he (she) (they) executed the same for the purposes and consideration therein expressed.

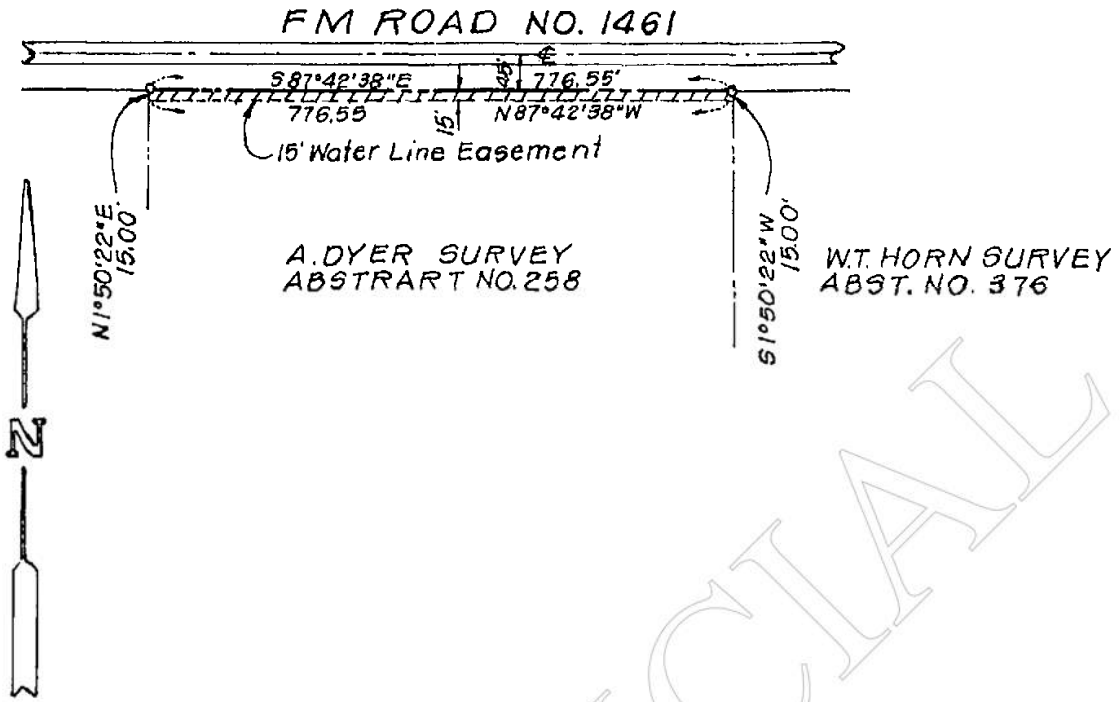
GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS THE 26th day of August, 19 97.

Notary Public in and for Pope County, ~~Texas~~ Arkansas

NOTARY PUBLIC POPE COUNTY

file/easement.Prosper1

4029 1828



FIELD NOTES
FOR
15' WATERLINE EASEMENT

BEING a tract of land, situated in the A. Dyer Survey, Abstract No. 258, Collin County, Texas and being a portion of the 72.5 acre tract of land conveyed to Gladwin W. Bithell and Marjorie B. Tidwell, Volume 740, Page 375, Collin County Deed Records, said tract being more particularly described as follows:

BEGINNING at a point in the south line of F.M. Road No. 1461 (a 90' R.O.W.) said line also being the east line of the A. Dyer Survey, Abstract No. 258, an iron stake for corner;

THENCE S. 01°50'22" W., southerly and along the said A. Dyer Survey, Abstract No. 258, 15.0 feet to a point for corner;

THENCE N. 87°42'38" W., 776.55 feet to a point for corner;

THENCE N. 01°50'22" E., 15.0 feet to a point in the south R.O.W. of said F.M. Road No. 1461, a point for corner;

THENCE S. 87°42'38" E., and along said F.M. Road No. 1461, 776.55 feet to the place of beginning and containing 11,648 sq. feet of land more or less.

UNOFFICIAL

STATE OF TEXAS
REGISTERED
RAEBURN A. WHITE
#1394
PROFESSIONAL
LAND SURVEYOR

15' WIDE WATER LINE ESM'T
A. DYER SURVEY, ABSTRACT 258
COLLIN COUNTY, TEXAS

DOWDEY, ANDERSON & ASSOCIATES, INC.
5225 VILLAGE CREEK DRIVE SUITE 200
(972) 931-0694 PLANO, TEXAS 75093

Scale 1"=200' Date 7-31-97
Job No. 96-074

Return To: George Dudley
5225 Village Creek Dr
Plano Tx. 75093

4029 1829

UNOFFICIAL

ANY PROVISION HEREIN WHICH RESTRICTS THE SALE, RENTAL OR USE OF THE DESCRIBED REAL PROPERTY BECAUSE OF COLOR OR RACE IS INVALID AND UNENFORCEABLE UNDER FEDERAL LAW

STATE OF TEXAS
COUNTY OF COLLIN

I hereby certify that this instrument was FILED in the File Number sequence on the date and the time stamped hereon by me; and was duly RECORDED, in the Official Public Records of Real Property of Collin County, Texas on

OCT 29 1997

Helen Starnes

Filed for Record in:
COLLIN COUNTY, TX
HONORABLE HELEN STARNES

On 1997/10/29

At 3:52P

Number: 97- 0092120
Type : EM 13.00

TxDOT Highway
FM1461

TxDOT RCSJ#
1973-01-018

TxDOT U#
U00026000

TxDOT Parcel
P00020215 (P33)
Michael D. Rogers & Krista M. Rogers

TxDOT ROW Station Number(s)
179+28.80 to 183+01.32

Easement Instrument Number
19971029000921220

Easement Volume and Page Number
Vol 4029 Pg 1834

Prior Property Right: Affidavit

Easement for Property Owner

Easement Grantor
Neal C. Small, Trustee

4029 1834 97- 0092128

WATERLINE EASEMENT

KNOW ALL MEN BY THESE PRESENTS, that Neal C. Small, Trustee (hereinafter called "Grantor") in consideration of one dollar ($1.00) and other good and valuable consideration paid by City of Prosper, (hereinafter called "Grantee"), the receipt and sufficiency of which is hereby acknowledged, does hereby grant, bargain, sell, transfer, and convey to said Grantee, its successors, and assigns, a perpetual easement in the portion of Grantor's land described more particularly on Exhibit "A" attached hereto and made a part hereof for all purposes with the right to erect, construct, install and lay and thereafter use, operate, inspect, repair, maintain, replace, and remove waterlines and appurtenances in and through the portion of Grantor's land, together with the right of ingress and egress over Grantor's adjacent lands for the purpose for which the above mentioned rights are granted. The easement hereby granted shall not exceed 15 feet in width, and Grantee is hereby authorized to designate the course of the easement herein conveyed except that the easement herein granted shall be limited to the strip of land 15 feet in width described in Exhibit "A" attached hereto.

The consideration recited herein shall constitute payment in full for damages sustained by Grantor by reason of the installation of the structures referred to herein and the Grantee will maintain such easement in a state of good repair and efficiency so that no unreasonable damages will result from its use to Grantor's remises. This Agreement together with other provision of the grant shall constitute a covenant running with the land for the benefit of the Grantee, its successors, and assigns. The Grantor covenants that he is the owner of the above described lands and that said lands are free and clear of all encumbrances and liens except the following:

Deed of Trust dated March 3, 1997, recorded in the Land Records of Collin County, Texas, under County Clerk File No. 970016389.

IN WITNESS WHEREOF the said Grantor has executed this instrument this 11th day of September, 1997.

Neal C. Small, Trustee

ACKNOWLEDGMENT

STATE OF TEXAS

COUNTY OF COLLIN

BEFORE ME, the undersigned Notary Public in and for the State of Texas, on this day personally appeared Neal C. Small, Trustee, known to me to be the person whose name is subscribed

Unofficial

4029 1835

to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

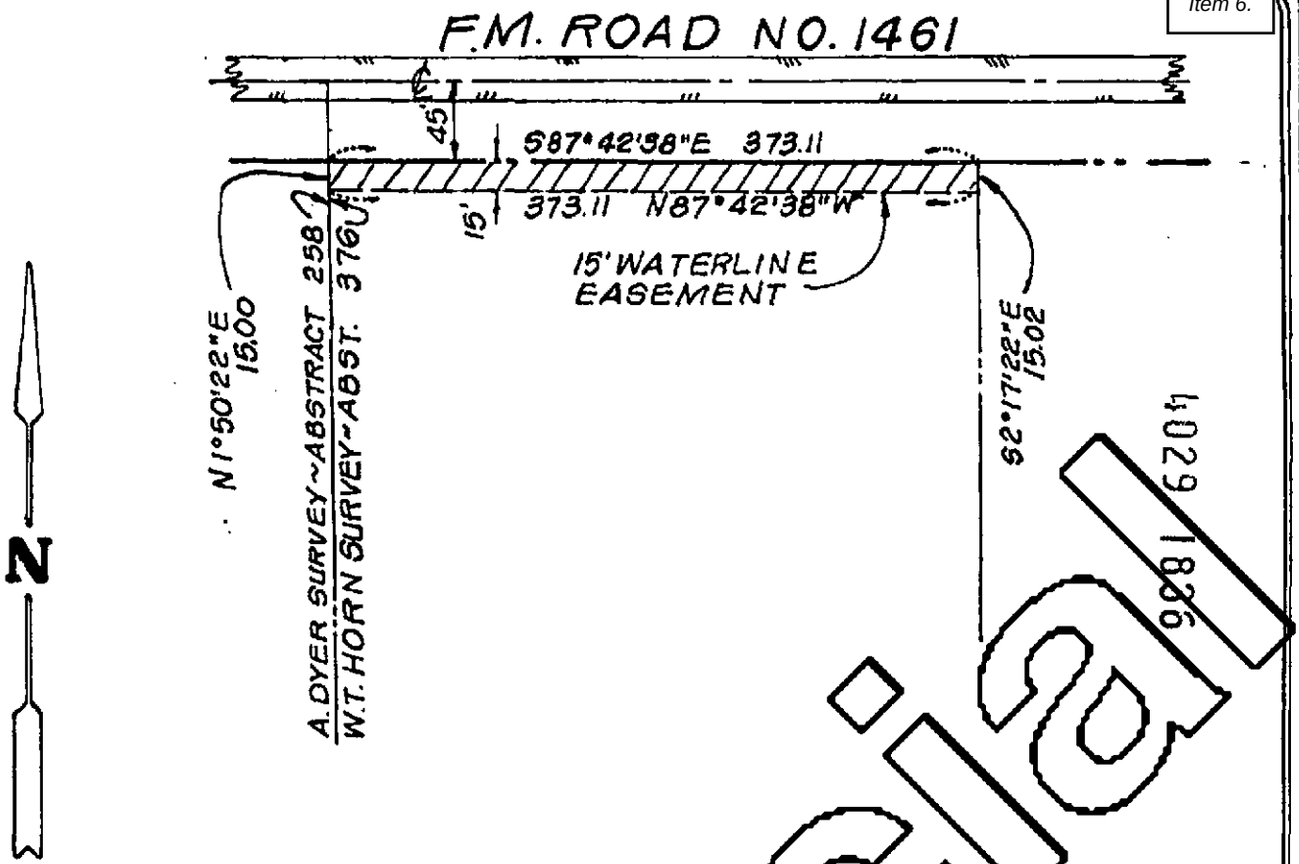
GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS THE 11th day of September, 1997.

SUE LYNES
MY COMMISSION EXPIRES
November 7, 2000

Sue Lynes
Notary Public, State of Texas

C:\WPWIN60\LEGAL\CLIENTS\SMA\SRWATEREASEMENT

Unofficial



Unofficial Document

FIELD NOTES
FOR
15' WATERLINE EASEMENT

BEING a tract of land out of the W.T. Horn Survey, Abstract No. 376, and also being part of a 105.338 acre tract described in Volume 5421, Page 871-880 of Collin County Deed Records, and being more particularly described as follows:

BEGINNING at a point in the south right-of-way line of F.M. Road No. 1461 (a 90' R.O.W.) said point also being the east line of the A. Dyer Survey, Abstract No. 258, and the west line of the W.T. Horn Survey, Abstract No. 376, an iron stake for corner;

THENCE S. 87°42'38" E., along the south line of said F.M. Road No. 1461, 373.11' to a point for corner;

THENCE S. 2°17'22" E., 15.00 feet to a point for corner;

THENCE N. 87°42'38" W., 373.11 feet to a point for corner;

THENCE N. 1°50'22" E., 15.00 feet to the place of beginning and containing 5,596 sq. feet of land more or less.

15' WIDE WATER LINE ESM'T
W.T. HORN SURVEY, ABST. NO. 376
COLLIN COUNTY, TEXAS

STATE OF TEXAS
REGISTERED
RAEBURN A. WHITE
#1394
PROFESSIONAL
LAND SURVEYOR

Raeburn A White

DOWDEY, ANDERSON & ASSOCIATES, INC.
5225 VILLAGE CREEK DRIVE SUITE 200
(972) 931-0694 PLANO, TEXAS 75093

Scale 1"=100' Date
Job No. 96-071

Return To: George Dudley
5225 Village Creek Dr
Plano, TX. 75093

4029 1837

Unofficial

ANY PROVISION HEREIN WHICH RESTRICTS THE SALE, RENTAL OR USE OF THE DESCRIBED REAL PROPERTY BECAUSE OF COLOR OR RACE IS INVALID AND UNENFORCEABLE UNDER FEDERAL LAW

THE STATE OF TEXAS } COUNTY OF COLLIN

I hereby certify that this instrument was FILED in the File Number sequence on the date and the time stamped hereon by me; and was duly RECORDED, in the Official Public Records of Real Property of Collin County, Texas on

OCT 29 1997

Helen Starnes

Filed for Record in:
COLLIN COUNTY, TX
HONORABLE HELEN STARNES

On 1997/10/29

At 3:52P

Number: 97- 0092122
Type : EM 15.00

TxDOT Highway
FM1461

TxDOT RCSJ#
1973-01-018

TxDOT U#
U00026000

TxDOT Parcel
P00020216 (P34)
William F. Givens & Beverly D. Givens

TxDOT ROW Station Number(s)
183+01.32 to 184+91.00

Easement Instrument Number
19971029000921190

Easement Volume and Page Number
Vol 4029 Pg 1824

Prior Property Right: Affidavit

Easement for Property Owner

Easement Grantor
Prosper Land Company LLC

97- 0092119

4029 1824

WATERLINE EASEMENT

KNOW ALL MEN BY THESE PRESENTS, that Prosper Land Company L.L.C. (hereinafter called "Grantors"), in consideration of one dollar ($1.00) and other good and valuable consideration paid by City of Prosper, (hereinafter called "Grantee"), the receipt and sufficiency of which is hereby acknowledged, does hereby grant, bargain, sell, transfer, and convey to said Grantee, its successors, and assigns, a perpetual easement with the right to erect, construct, install and lay and thereafter use, operate, inspect, repair, maintain, replace, and remove waterlines and appurtenances in and through Grantor's land in the W.T. Horn Survey, Abstract No. 376, more particularly described in instrument recorded in Volume 3421, Page 871-880, Deed Records Collin, County, Texas, together with the right of ingress and egress over Grantors' adjacent lands for the purpose for which the above mentioned rights are granted. The easement hereby granted shall not exceed 15 feet in width, and Grantee is hereby authorized to designate the course of the easement herein conveyed except that when the pipe line(s) is installed, the easement herein granted shall be limited to a strip of land 15 feet in width the center line thereof being the pipe line as installed.

The consideration recited herein shall constitute payment in full for damages sustained by Grantors by reason of the installation of the structures referred to herein and the Grantee will maintain such easement in a state of good repair and efficiency so that no unreasonable damages will result from its use to Grantors' premises. This Agreement together with other provisions of this grant shall constitute a covenant running with the land for the benefit of the Grantee, its successors and assigns. The Grantors covenant that they are the owners of the above described lands and that said lands are free and clear of all encumbrances and liens except the following:

IN WITNESS WHEREOF the said Grantors have executed this instrument this 8th day of August, 19 97.

A.K. Hue

ACKNOWLEDGEMENT

STATE OF TEXAS
COUNTY OF Collin

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared A.K. Hue known to me to be the person(s) whose name(s) is (are) subscribed to the foregoing instrument, and acknowledged to me that he (she) (they) executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS THE 8th day of August, 19 97.

KAREN J EGGERS
Notary Public
STATE OF TEXAS
My Commission Expires

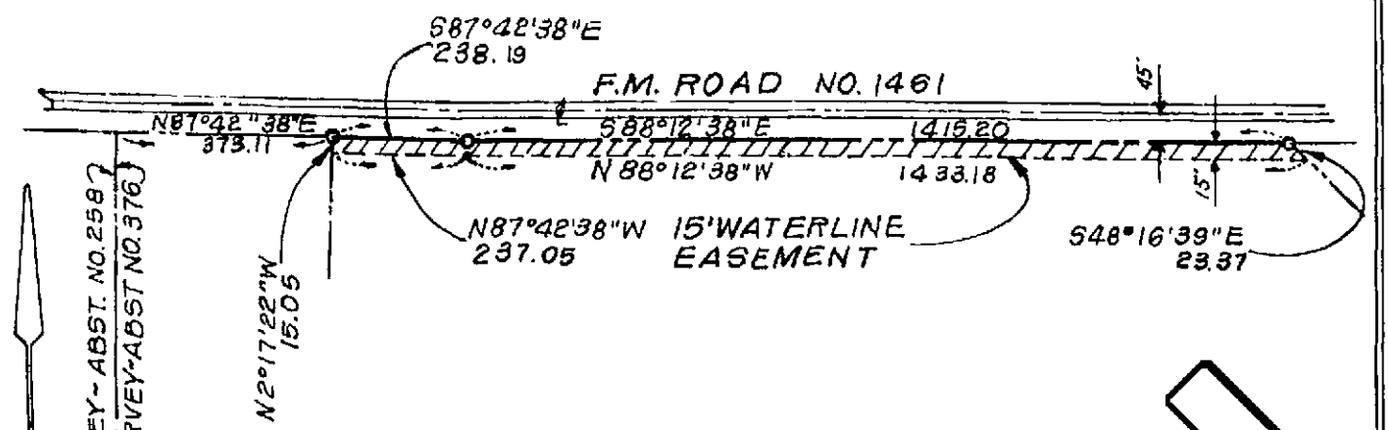
Karen J. Eggers

Notary Public in and for _____ County, Texas

file:easement.Prosper1

UNOFFICIAL

4029 1825



FIELD NOTES
FOR
15' WATERLINE EASEMENT

BEING a tract of land, out of the W.T. Horn Survey, Abstract No. 376, and also being a part of a 105.338 acre tract described in Volume 3421, Page 871-880 of Collin County Deed Records, and being more particularly described as follows:

COMMENCING at a point in the south right-of-way line of F.M. Road No. 1461 (a 90' R.O.W.) said point also being the east line of A. Dyer Survey, Abstract No. 258, and the west line of the W.T. Horn Survey, Abstract No. 376, an iron stake for corner;

THENCE S. 87°42'38" E., and along the south R.O.W. of F.M. Road No. 1461, 373.11 feet to the PLACE OF BEGINNING, a point for corner;

THENCE S. 87°42'38" E., and continuing along the south line of F.M. Road 1461, 238.19 feet to an iron stake for corner;

THENCE S. 88°12'38" E., and along said south line of F.M. Road 1461, 1415.20 feet to an iron stake for corner;

THENCE S. 48°16'39" E., 23.37 feet to a point for corner;

THENCE N. 88°12'38" W., 1433.18 feet to a point for corner;

THENCE N. 87°42'38" W., 237.05 feet to a point for corner;

THENCE N. 02°17'22" W., 15.05 feet to the place of beginning and containing 24,927 sq. feet of land more or less.

Unofficial

STATE OF TEXAS
REGISTERED
RAEBURN A. WHITE
#1394
PROFESSIONAL
LAND SURVEYOR

15' WIDE WATER LINE ESM'T.
W.T. HORN SURVEY, ABST. NO. 376
COLLIN COUNTY, TEXAS

DOWDEY, ANDERSON & ASSOCIATES, INC.
5225 VILLAGE CREEK DRIVE SUITE 200
(972) 931-0694 PLANO, TEXAS 75093

Scale 1"=300' Date
Job No. 96-074

Return To: George Dudley
5225 Village Creek Dr.
Plano, Tx. 75093

4029 1826

Unofficial

ANY PROVISION HEREIN WHICH RESTRICTS THE SALE, RENTAL OR USE OF THE DESCRIBED REAL PROPERTY BECAUSE OF COLOR OR RACE IS INVALID AND UNENFORCEABLE UNDER FEDERAL LAW

THE STATE OF TEXAS } COUNTY OF COLLIN }

I hereby certify that this instrument was FILED in the File Number sequence on the date and the time stamped hereon by me; and was duly RECORDED, in the Official Public Records of Real Property of Collin County, Texas on

OCT 29 1997

Helen Starnes

Filed for Record in:
COLLIN COUNTY, TX
HONORABLE HELEN STARNES

On 1997/10/29

At 3:52P

Number: 97- 0092119
Type : EM 13.00

TxDOT Highway
FM1461

TxDOT RCSJ#
1973-01-018

TxDOT U#
U00026000

TxDOT Parcel
(P35)
Gentle Creek

TxDOT ROW Station Number(s)
184+91.00 to 185+87.01

Easement Instrument Number
19971029000921190

Easement Volume and Page Number
Vol 4029 Pg 1824

Prior Property Right: Affidavit

Easement for Property Owner

Easement Grantor
Prosper Land Company LLC

97- 0092119

4029 1824

WATERLINE EASEMENT

KNOW ALL MEN BY THESE PRESENTS, that Prosper Land Company L.L.C. (hereinafter called "Grantors"), in consideration of one dollar ($1.00) and other good and valuable consideration paid by City of Prosper, (hereinafter called "Grantee"), the receipt and sufficiency of which is hereby acknowledged, does hereby grant, bargain, sell, transfer, and convey to said Grantee, its successors, and assigns, a perpetual easement with the right to erect, construct, install and lay and thereafter use, operate, inspect, repair, maintain, replace, and remove waterlines and appurtenances in and through Grantor's land in the W.T. Horn Survey, Abstract No. 376, more particularly described in instrument recorded in Volume 3421, Page 871-880, Deed Records Collin, County, Texas, together with the right of ingress and egress over Grantors' adjacent lands for the purpose for which the above mentioned rights are granted. The easement hereby granted shall not exceed 15 feet in width, and Grantee is hereby authorized to designate the course of the easement herein conveyed except that when the pipe line(s) is installed, the easement herein granted shall be limited to a strip of land 15 feet in width the center line thereof being the pipe line as installed.

The consideration recited herein shall constitute payment in full for damages sustained by Grantors by reason of the installation of the structures referred to herein and the Grantee will maintain such easement in a state of good repair and efficiency so that no unreasonable damages will result from its use to Grantors' premises. This Agreement together with other provisions of this grant shall constitute a covenant running with the land for the benefit of the Grantee, its successors and assigns. The Grantors covenant that they are the owners of the above described lands and that said lands are free and clear of all encumbrances and liens except the following:

IN WITNESS WHEREOF the said Grantors have executed this instrument this 8th day of August, 19 97.

A.K. Hue

ACKNOWLEDGEMENT

STATE OF TEXAS
COUNTY OF Collin

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared A.K. Hue known to me to be the person(s) whose name(s) is (are) subscribed to the foregoing instrument, and acknowledged to me that he (she) (they) executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS THE 8th day of August, 19 97.

KAREN J EGGERS
Notary Public
STATE OF TEXAS
My Commission Expires

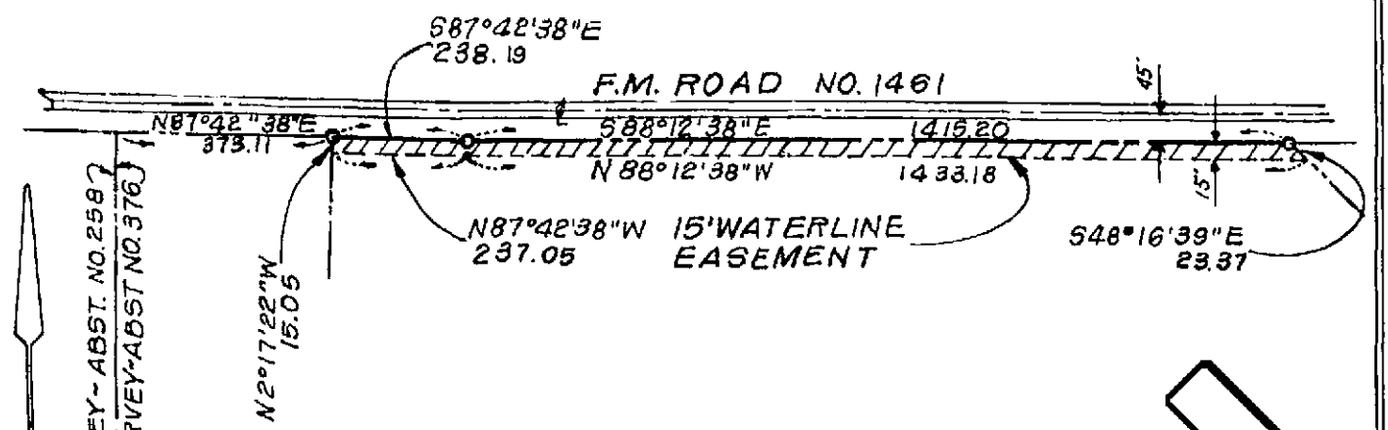
Karen J. Eggers

Notary Public in and for _____ County, Texas

file:easement.Prosper1

UNOFFICIAL

4029 1825



FIELD NOTES
FOR
15' WATERLINE EASEMENT

BEING a tract of land, out of the W.T. Horn Survey, Abstract No. 376, and also being a part of a 105.338 acre tract described in Volume 3421, Page 871-880 of Collin County Deed Records, and being more particularly described as follows:

COMMENCING at a point in the south right-of-way line of F.M. Road No. 1461 (a 90' R.O.W.) said point also being the east line of A. Dyer Survey, Abstract No. 258, and the west line of the W.T. Horn Survey, Abstract No. 376, an iron stake for corner;

THENCE S. 87°42'38" E., and along the south R.O.W. of F.M. Road No. 1461, 373.11 feet to the PLACE OF BEGINNING, a point for corner;

THENCE S. 87°42'38" E., and continuing along the south line of F.M. Road 1461, 238.19 feet to an iron stake for corner;

THENCE S. 88°12'38" E., and along said south line of F.M. Road 1461, 1415.20 feet to an iron stake for corner;

THENCE S. 48°16'39" E., 23.37 feet to a point for corner;

THENCE N. 88°12'38" W., 1433.18 feet to a point for corner;

THENCE N. 87°42'38" W., 237.05 feet to a point for corner;

THENCE N. 02°17'22" W., 15.05 feet to the place of beginning and containing 24,927 sq. feet of land more or less.

Unofficial

STATE OF TEXAS
REGISTERED
RAEBURN A. WHITE
#1394
PROFESSIONAL
LAND SURVEYOR

15' WIDE WATER LINE ESM'T.
W.T. HORN SURVEY, ABST. NO. 376
COLLIN COUNTY, TEXAS

DOWDEY, ANDERSON & ASSOCIATES, INC.
5225 VILLAGE CREEK DRIVE SUITE 200
(972) 931-0694 PLANO, TEXAS 75093

Scale 1"=300' Date
Job No. 96-074

Return To: George Dudley
5225 Village Creek Dr.
Plano, Tx. 75093

4029 1826

Unofficial

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THE STATE OF TEXAS } COUNTY OF COLLIN }

I hereby certify that this instrument was FILED in the file number sequence on the date and the time stamped hereon by me; and was duly RECORDED, in the Official Public Records of Real Property of Collin County, Texas on

OCT 29 1997

Helen Starnes

Filed for Record in:
COLLIN COUNTY, TX
HONORABLE HELEN STARNES

On 1997/10/29

At 3:52P

Number: 97- 0092119
Type : EM 13.00

TxDOT Highway
FM1461

TxDOT RCSJ#
1973-01-018

TxDOT U#
U00026000

TxDOT Parcel
P00020220 (P38)
James Stiglets & Carley Stiglets

TxDOT ROW Station Number(s)
185+87.01 to 187+77.87

Easement Instrument Number
19971029000921190

Easement Volume and Page Number
Vol 4029 Pg 1824

Prior Property Right: Affidavit

Easement for Property Owner

Easement Grantor
Prosper Land Company LLC

97- 0092119

4029 1824

WATERLINE EASEMENT

KNOW ALL MEN BY THESE PRESENTS, that Prosper Land Company L.L.C. (hereinafter called "Grantors"), in consideration of one dollar ($1.00) and other good and valuable consideration paid by City of Prosper, (hereinafter called "Grantee"), the receipt and sufficiency of which is hereby acknowledged, does hereby grant, bargain, sell, transfer, and convey to said Grantee, its successors, and assigns, a perpetual easement with the right to erect, construct, install and lay and thereafter use, operate, inspect, repair, maintain, replace, and remove waterlines and appurtenances in and through Grantor's land in the W.T. Horn Survey, Abstract No. 376, more particularly described in instrument recorded in Volume 3421, Page 871-880, Deed Records Collin, County, Texas, together with the right of ingress and egress over Grantors' adjacent lands for the purpose for which the above mentioned rights are granted. The easement hereby granted shall not exceed 15 feet in width, and Grantee is hereby authorized to designate the course of the easement herein conveyed except that when the pipe line(s) is installed, the easement herein granted shall be limited to a strip of land 15 feet in width the center line thereof being the pipe line as installed.

The consideration recited herein shall constitute payment in full for damages sustained by Grantors by reason of the installation of the structures referred to herein and the Grantee will maintain such easement in a state of good repair and efficiency so that no unreasonable damages will result from its use to Grantors' premises. This Agreement together with other provisions of this grant shall constitute a covenant running with the land for the benefit of the Grantee, its successors and assigns. The Grantors covenant that they are the owners of the above described lands and that said lands are free and clear of all encumbrances and liens except the following:

IN WITNESS WHEREOF the said Grantors have executed this instrument this 8th day of August, 19 97.

A.K. Huie

ACKNOWLEDGEMENT

STATE OF TEXAS
COUNTY OF Collin

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared A.K. Huie known to me to be the person(s) whose name(s) is (are) subscribed to the foregoing instrument, and acknowledged to me that he (she) (they) executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS THE 8th day of August, 19 97.

KAREN J EGGERS
Notary Public
STATE OF TEXAS
My Commission Expires

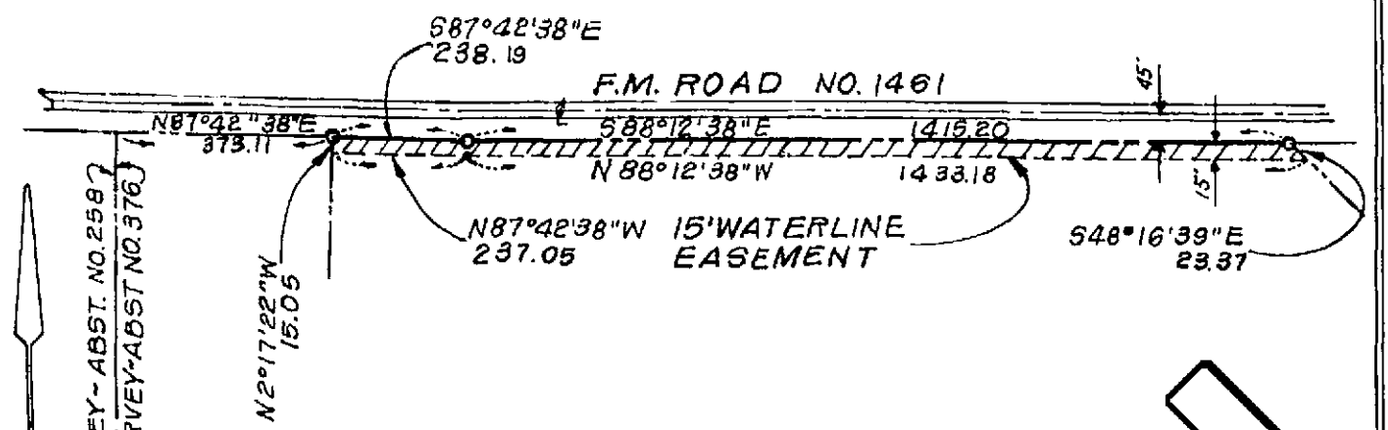
Karen J. Eggers

Notary Public in and for _____ County, Texas

file:easement.Prosper1

UNOFFICIAL

4029 1825



FIELD NOTES
FOR
15' WATERLINE EASEMENT

BEING a tract of land, out of the W.T. Horn Survey, Abstract No. 376, and also being a part of a 105.338 acre tract described in Volume 3421, Page 871-880 of Collin County Deed Records, and being more particularly described as follows:

COMMENCING at a point in the south right-of-way line of F.M. Road No. 1461 (a 90' R.O.W.) said point also being the east line of A. Dyer Survey, Abstract No. 258, and the west line of the W.T. Horn Survey, Abstract No. 376, an iron stake for corner;

THENCE S. 87°42'38" E., and along the south R.O.W. of F.M. Road No. 1461, 373.11 feet to the PLACE OF BEGINNING, a point for corner;

THENCE S. 87°42'38" E., and continuing along the south line of F.M. Road 1461, 238.19 feet to an iron stake for corner;

THENCE S. 88°12'38" E., and along said south line of F.M. Road 1461, 1415.20 feet to an iron stake for corner;

THENCE S. 48°16'39" E., 23.37 feet to a point for corner;

THENCE N. 88°12'38" W., 1433.18 feet to a point for corner;

THENCE N. 87°42'38" W., 237.05 feet to a point for corner;

THENCE N. 02°17'22" W., 15.05 feet to the place of beginning and containing 24,927 sq. feet of land more or less.

Unofficial

STATE OF TEXAS
REGISTERED
RAEBURN A. WHITE
#1394
PROFESSIONAL
LAND SURVEYOR

15' WIDE WATER LINE ESM'T.
W.T. HORN SURVEY, ABST. NO. 376
COLLIN COUNTY, TEXAS

DOWDEY, ANDERSON & ASSOCIATES, INC.
5225 VILLAGE CREEK DRIVE SUITE 200
(972) 931-0694 PLANO, TEXAS 75093

Scale 1"=300' Date
Job No. 96-074

Return To: George Dudley
5225 Village Creek Dr.
Plano, Tx. 75093

4029 1826

Unofficial

ANY PROVISION HEREIN WHICH RESTRICTS THE SALE, RENTAL OR USE OF THE DESCRIBED REAL PROPERTY BECAUSE OF COLOR OR RACE IS INVALID AND UNENFORCEABLE UNDER FEDERAL LAW

THE STATE OF TEXAS } COUNTY OF COLLIN

I hereby certify that this instrument was FILED in the file Number sequence on the date and the time stamped hereon by me; and was duly RECORDED, in the Official Public Records of Real Property of Collin County, Texas on

OCT 29 1997

Helen Starnes

Filed for Record in:
COLLIN COUNTY, TX
HONORABLE HELEN STARNES

On 1997/10/29

At 3:52P

Number: 97- 0092119
Type : EM 13.00

TxDOT Highway
FM1461

TxDOT RCSJ#
1973-01-018

TxDOT U#
U00026000

TxDOT Parcel
P00020267 (P39)
Edmond L. Peters & Joyce L. Peters

TxDOT ROW Station Number(s)
187+77.87 to 189+52.87

Easement Instrument Number
19971029000921190

Easement Volume and Page Number
Vol 4029 Pg 1824

Prior Property Right: Affidavit

Easement for Property Owner

Easement Grantor
Prosper Land Company LLC

97- 0092119

4029 1824

WATERLINE EASEMENT

KNOW ALL MEN BY THESE PRESENTS, that Prosper Land Company L.L.C. (hereinafter called "Grantors"), in consideration of one dollar ($1.00) and other good and valuable consideration paid by City of Prosper, (hereinafter called "Grantee"), the receipt and sufficiency of which is hereby acknowledged, does hereby grant, bargain, sell, transfer, and convey to said Grantee, its successors, and assigns, a perpetual easement with the right to erect, construct, install and lay and thereafter use, operate, inspect, repair, maintain, replace, and remove waterlines and appurtenances in and through Grantor's land in the W.T. Horn Survey, Abstract No. 376, more particularly described in instrument recorded in Volume 3421, Page 871-880, Deed Records Collin, County, Texas, together with the right of ingress and egress over Grantors' adjacent lands for the purpose for which the above mentioned rights are granted. The easement hereby granted shall not exceed 15 feet in width, and Grantee is hereby authorized to designate the course of the easement herein conveyed except that when the pipe line(s) is installed, the easement herein granted shall be limited to a strip of land 15 feet in width the center line thereof being the pipe line as installed.

The consideration recited herein shall constitute payment in full for damages sustained by Grantors by reason of the installation of the structures referred to herein and the Grantee will maintain such easement in a state of good repair and efficiency so that no unreasonable damages will result from its use to Grantors' premises. This Agreement together with other provisions of this grant shall constitute a covenant running with the land for the benefit of the Grantee, its successors and assigns. The Grantors covenant that they are the owners of the above described lands and that said lands are free and clear of all encumbrances and liens except the following:

IN WITNESS WHEREOF the said Grantors have executed this instrument this 8th day of August, 19 97.

A.K. Hue

ACKNOWLEDGEMENT

STATE OF TEXAS
COUNTY OF Collin

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared A.K. Hue known to me to be the person(s) whose name(s) is (are) subscribed to the foregoing instrument, and acknowledged to me that he (she) (they) executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS THE 8th day of August, 19 97.

KAREN J EGGERS
Notary Public
STATE OF TEXAS
My Commission Expires

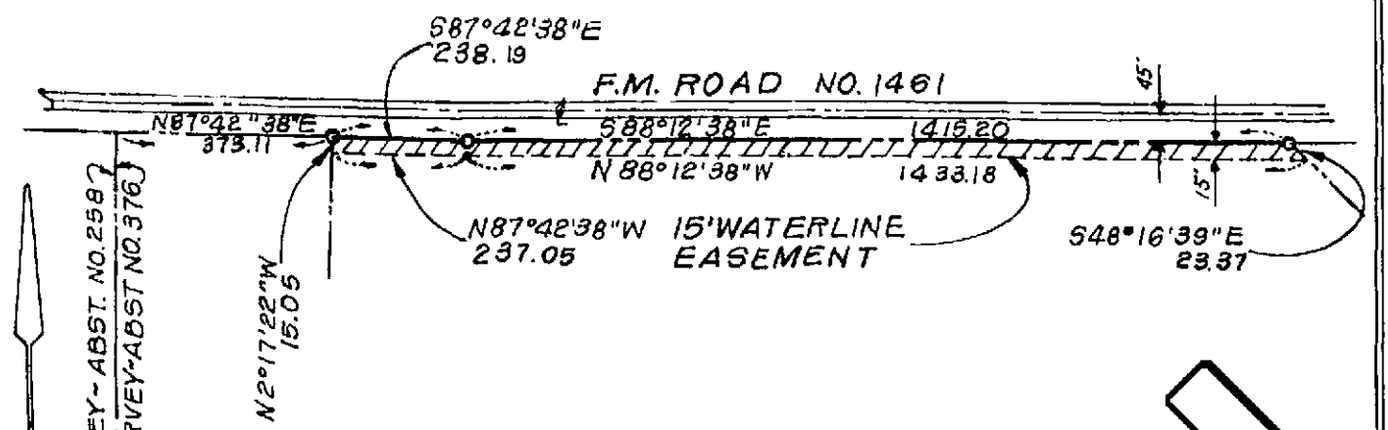
Karen J. Eggers

Notary Public in and for _____ County, Texas

file:easement.Prosper1

UNOFFICIAL

4029 1825



FIELD NOTES
FOR
15' WATERLINE EASEMENT

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15' WIDE WATER LINE ESM'T.
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COLLIN COUNTY, TEXAS

DOWDEY, ANDERSON & ASSOCIATES, INC.
5225 VILLAGE CREEK DRIVE SUITE 200
(972) 931-0694 PLANO, TEXAS 75093

Scale 1"=300' Date
Job No. 96-074

Return To: George Dudley
5225 Village Creek Dr.
Plano, Tx. 75093

4029 1826

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HONORABLE HELEN STARNES

On 1997/10/29

At 3:52P

Number: 97- 0092119
Type : EM 13.00

TxDOT Highway
FM1461

TxDOT RCSJ#
1973-01-018

TxDOT U#
U00026000

TxDOT Parcel
P00020269 (P41)
James David Latimer

TxDOT ROW Station Number(s)
189+52.87 to 191+27.87

Easement Instrument Number
19971029000921190

Easement Volume and Page Number
Vol 4029 Pg 1824

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Easement for Property Owner

Easement Grantor
Prosper Land Company LLC

97- 0092119

4029 1824

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IN WITNESS WHEREOF the said Grantors have executed this instrument this 8th day of August, 19 97.

A.K. Hure

ACKNOWLEDGEMENT

STATE OF TEXAS
COUNTY OF Collin

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared A.K. Hure known to me to be the person(s) whose name(s) is (are) subscribed to the foregoing instrument, and acknowledged to me that he (she) (they) executed the same for the purposes and consideration therein expressed.

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KAREN J EGGERS
Notary Public
STATE OF TEXAS
My Commission Expires

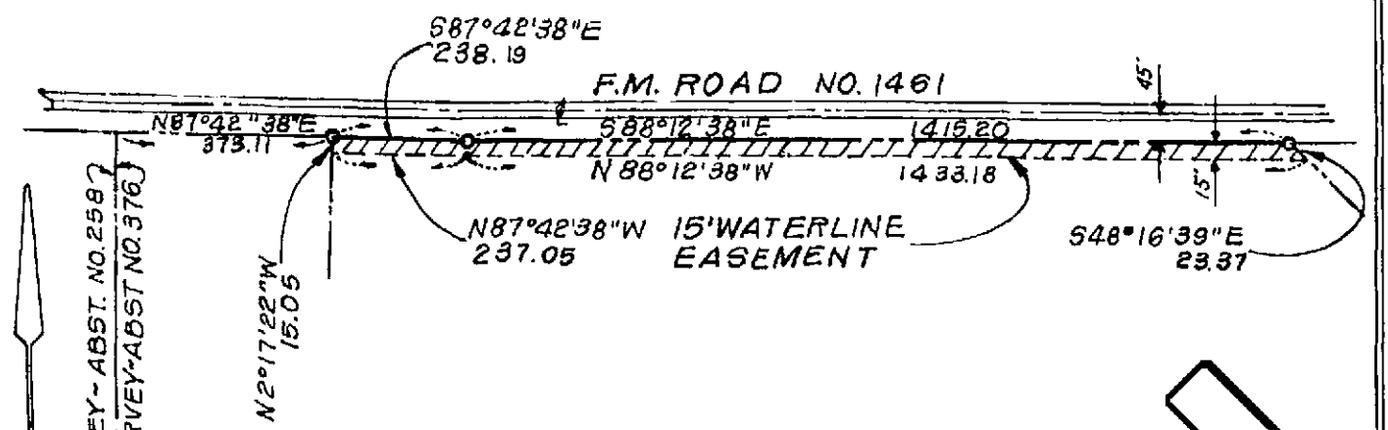
Karen J. Eggers

Notary Public in and for _____ County, Texas

file:easement.Prosper1

UNOFFICIAL

4029 1825



FIELD NOTES
FOR
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STATE OF TEXAS
REGISTERED
RAEBURN A. WHITE
#1394
PROFESSIONAL
LAND SURVEYOR

15' WIDE WATER LINE ESM'T.
W.T. HORN SURVEY, ABST. NO. 376
COLLIN COUNTY, TEXAS

DOWDEY, ANDERSON & ASSOCIATES, INC.
5225 VILLAGE CREEK DRIVE SUITE 200
(972) 931-0694 PLANO, TEXAS 75093

Scale 1"=300' Date
Job No. 96-074

Return To: George Dudley
5225 Village Creek Dr.
Plano, Tx. 75093

4029 1826

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Helen Starnes

Filed for Record in:
COLLIN COUNTY, TX
HONORABLE HELEN STARNES

On 1997/10/29

At 3:52P

Number: 97- 0092119
Type : EM 13.00

TxDOT Highway
FM1461

TxDOT RCSJ#
1973-01-018

TxDOT U#
U00026000

TxDOT Parcel
P00020270 (42)
Ursula J. Ballard

TxDOT ROW Station Number(s)
191.27.87 to 193+02.88

Easement Instrument Number
19971029000921190

Easement Volume and Page Number
Vol 4029 Pg 1824

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Easement for Property Owner

Easement Grantor
Prosper Land Company LLC

97- 0092119

4029 1824

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KAREN J EGGERS
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My Commission Expires

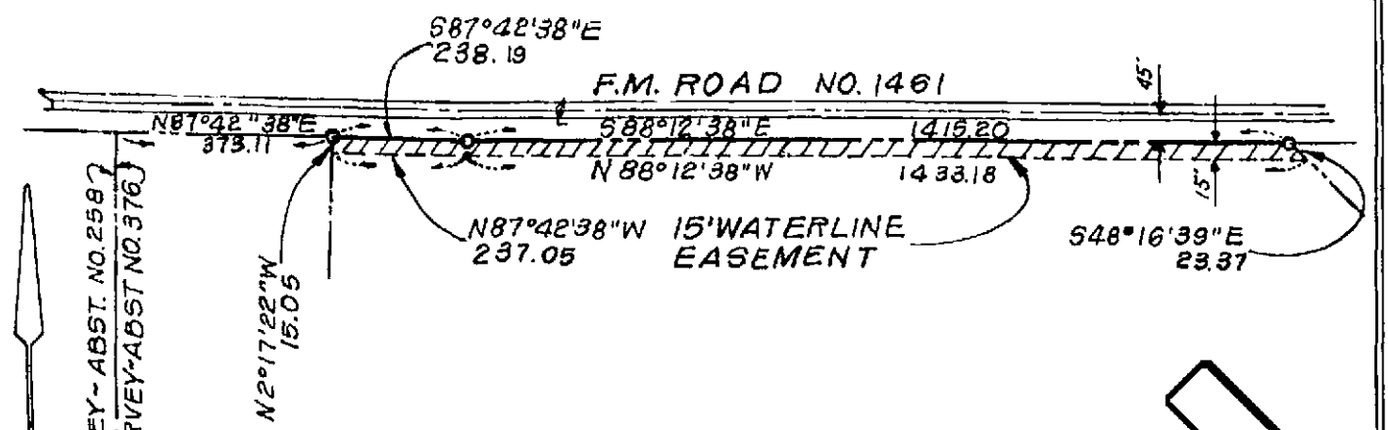
Karen J. Eggers

Notary Public in and for _____ County, Texas

file:easement.Prosper1

UNOFFICIAL

4029 1825



FIELD NOTES
FOR
15' WATERLINE EASEMENT

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STATE OF TEXAS
REGISTERED
RAEBURN A. WHITE
#1394
PROFESSIONAL
LAND SURVEYOR

15' WIDE WATER LINE ESM'T.
W.T. HORN SURVEY, ABST. NO. 376
COLLIN COUNTY, TEXAS

DOWDEY, ANDERSON & ASSOCIATES, INC.
5225 VILLAGE CREEK DRIVE SUITE 200
(972) 931-0694 PLANO, TEXAS 75093

Scale 1"=300' Date
Job No. 96-074

Return To: George Dudley
5225 Village Creek Dr.
Plano, Tx. 75093

4029 1826

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On 1997/10/29

At 3:52P

Number: 97- 0092119
Type : EM 13.00

TxDOT Highway
FM1461

TxDOT RCSJ#
1973-01-018

TxDOT U#
U00026000

TxDOT Parcel
P00020271 (P44)
Danny Paul Malone & Stacia Malone

TxDOT ROW Station Number(s)
193+02.88 to 194+83.14

Easement Instrument Number
19971029000921190

Easement Volume and Page Number
Vol 4029 Pg 1824

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Easement for Property Owner

Easement Grantor
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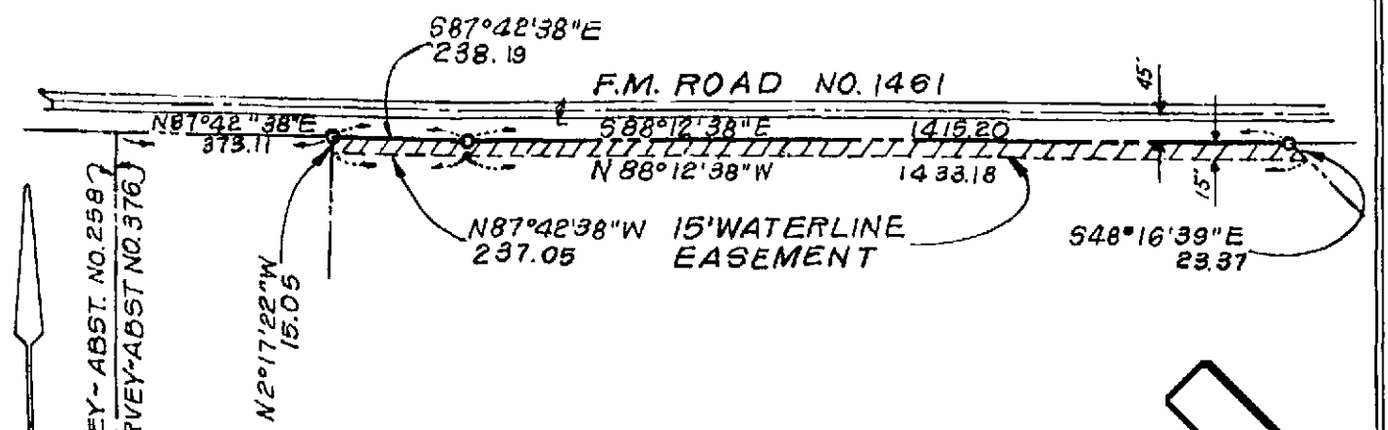
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(972) 931-0694 PLANO, TEXAS 75093

Scale 1"=300' Date
Job No. 96-074

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TxDOT U#
U00026000

TxDOT Parcel
P00020222 (P45)
Scott M. Zuehl & Christy Jo Zuehl

TxDOT ROW Station Number(s)
194+83.14 to 199+67.5

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WATERLINE EASEMENT

KNOW ALL MEN BY THESE PRESENTS, that Prosper Land Company L.L.C. (hereinafter called "Grantors"), in consideration of one dollar ($1.00) and other good and valuable consideration paid by City of Prosper, (hereinafter called "Grantee"), the receipt and sufficiency of which is hereby acknowledged, does hereby grant, bargain, sell, transfer, and convey to said Grantee, its successors, and assigns, a perpetual easement with the right to erect, construct, install and lay and thereafter use, operate, inspect, repair, maintain, replace, and remove waterlines and appurtenances in and through Grantor's land in the W.T. Horn Survey, Abstract No. 376, more particularly described in instrument recorded in Volume 3421, Page 871-880, Deed Records Collin, County, Texas, together with the right of ingress and egress over Grantors' adjacent lands for the purpose for which the above mentioned rights are granted. The easement hereby granted shall not exceed 15 feet in width, and Grantee is hereby authorized to designate the course of the easement herein conveyed except that when the pipe line(s) is installed, the easement herein granted shall be limited to a strip of land 15 feet in width the center line thereof being the pipe line as installed.

The consideration recited herein shall constitute payment in full for damages sustained by Grantors by reason of the installation of the structures referred to herein and the Grantee will maintain such easement in a state of good repair and efficiency so that no unreasonable damages will result from its use to Grantors' premises. This Agreement together with other provisions of this grant shall constitute a covenant running with the land for the benefit of the Grantee, its successors and assigns. The Grantors covenant that they are the owners of the above described lands and that said lands are free and clear of all encumbrances and liens except the following:

IN WITNESS WHEREOF the said Grantors have executed this instrument this 8th day of August, 19 97.

A.K. Hue

ACKNOWLEDGEMENT

STATE OF TEXAS
COUNTY OF Collin

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared A.K. Hue known to me to be the person(s) whose name(s) is (are) subscribed to the foregoing instrument, and acknowledged to me that he (she) (they) executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS THE 8th day of August, 19 97.

KAREN J EGGERS
Notary Public
STATE OF TEXAS
My Commission Expires

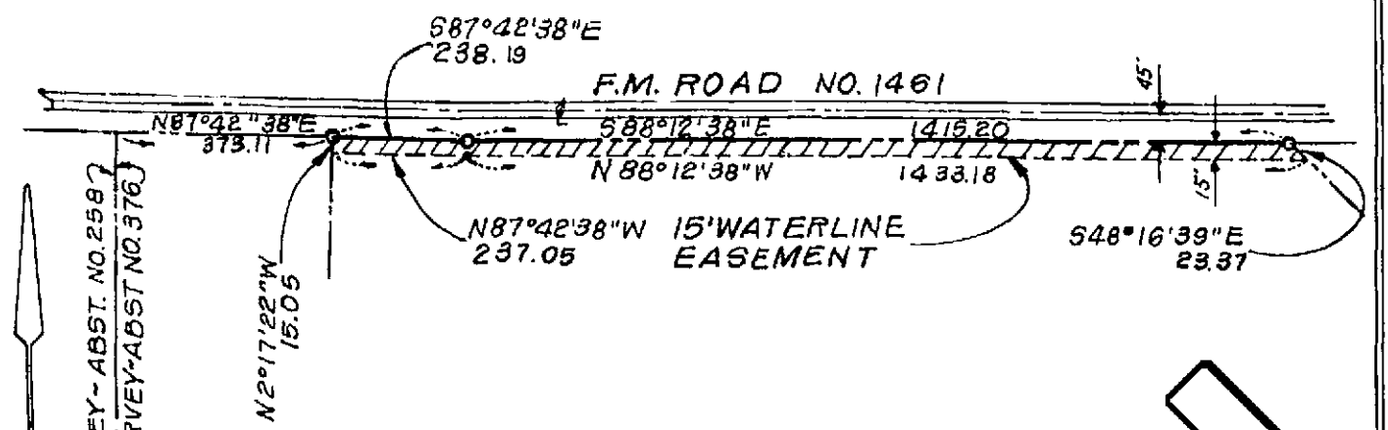
Karen J. Eggers

Notary Public in and for _____ County, Texas

file:easement.Prosper1

UNOFFICIAL

4029 1825



FIELD NOTES
FOR
15' WATERLINE EASEMENT

BEING a tract of land, out of the W.T. Horn Survey, Abstract No. 376, and also being a part of a 105.338 acre tract described in Volume 3421, Page 871-880 of Collin County Deed Records, and being more particularly described as follows:

COMMENCING at a point in the south right-of-way line of F.M. Road No. 1461 (a 90' R.O.W.) said point also being the east line of A. Dyer Survey, Abstract No. 258, and the west line of the W.T. Horn Survey, Abstract No. 376, an iron stake for corner;

THENCE S. 87°42'38" E., and along the south R.O.W. of F.M. Road No. 1461, 373.11 feet to the PLACE OF BEGINNING, a point for corner;

THENCE S. 87°42'38" E., and continuing along the south line of F.M. Road 1461, 238.19 feet to an iron stake for corner;

THENCE S. 88°12'38" E., and along said south line of F.M. Road 1461, 1415.20 feet to an iron stake for corner;

THENCE S. 48°16'39" E., 23.37 feet to a point for corner;

THENCE N. 88°12'38" W., 1433.18 feet to a point for corner;

THENCE N. 87°42'38" W., 237.05 feet to a point for corner;

THENCE N. 02°17'22" W., 15.05 feet to the place of beginning and containing 24,927 sq. feet of land more or less.

Unofficial

STATE OF TEXAS
REGISTERED
RAEBURN A. WHITE
#1394
PROFESSIONAL
LAND SURVEYOR

15' WIDE WATER LINE ESM'T.
W.T. HORN SURVEY, ABST. NO. 376
COLLIN COUNTY, TEXAS

DOWDEY, ANDERSON & ASSOCIATES, INC.
5225 VILLAGE CREEK DRIVE SUITE 200
(972) 931-0694 PLANO, TEXAS 75093

Scale 1"=300' Date
Job No. 96-074

Return To: George Dudley
5225 Village Creek Dr.
Plano, Tx. 75093

4029 1826

Unofficial

ANY PROVISION HEREIN WHICH RESTRICTS THE SALE, RENTAL OR USE OF THE DESCRIBED REAL PROPERTY BECAUSE OF COLOR OR RACE IS INVALID AND UNENFORCEABLE UNDER FEDERAL LAW

THE STATE OF TEXAS } COUNTY OF COLLIN }

I hereby certify that this instrument was FILED in the File Number sequence on the date and the time stamped hereon by me; and was duly RECORDED, in the Official Public Records of Real Property of Collin County, Texas on

OCT 29 1997

Helen Starnes

Filed for Record in:
COLLIN COUNTY, TX
HONORABLE HELEN STARNES

On 1997/10/29

At 3:52P

Number: 97- 0092119
Type : EM 13.00

TxDOT Highway
FM1461

TxDOT RCSJ#
1973-01-018

TxDOT U#
U00026000

TxDOT Parcel
P00020224 (P47)
Prosper Twin Creek Partners, LP

TxDOT ROW Station Number(s)
199+67.5 to 208+39.04

Easement Instrument Number
19981005001105610

Easement Volume and Page Number
Vol 4265 Pg 1980

Prior Property Right: Affidavit

Easement for Property Owner

Easement Grantor
Suzann Vince

MAY 29 1998

98- 0110561

WATERLINE EASEMENT

04265 01980

KNOW ALL MEN BY THESE PRESENTS, that Suzanne ~~V. Robas~~ VINCE, (hereinafter called "Grantors"), in consideration of one dollar ($1.00) and other good and valuable consideration paid by City of Prosper, (hereinafter called "Grantee"), the receipt and sufficiency of which is hereby acknowledged, does hereby grant, bargain, sell, transfer, and convey to said Grantee, its successors, and assigns, a perpetual easement with the right to erect, construct, install and lay and thereafter use, operate, inspect, repair, maintain, replace, and remove waterlines and appurtenances in and through Grantor's land in the W.T. Horn Survey, Abstract No. 419 and the W.T. Horn Survey, Abstract No. 376 and being more particularly described in instrument recorded in Vol. 1281, Page 300 of the Deed Records Collin, County, Texas, together with the right of ingress and egress over Grantors' adjacent lands for the purpose for which the above mentioned rights are granted. The easement hereby granted shall not exceed 15 feet in width, and Grantee is hereby authorized to designate the course of the easement herein conveyed except that when the pipe line(s) is installed, the easement herein granted shall be limited to a strip of land 15 feet in width the center line thereof being the pipe line as installed.

The consideration recited herein shall constitute payment in full for damages sustained by Grantors by reason of the installation of the structures referred to herein and the Grantee will maintain such easement in a state of good repair and efficiency so that no unreasonable damages will result from its use to Grantors' premises. This Agreement together with other provisions of this grant shall constitute a covenant running with the land for the benefit of the Grantee, its successors, and assigns. Grantor shall in accordance with the rules regulations, and ordinance of the City of Prosper, be entitled to tap into said pipeline(s) for the purposes of obtaining water therefrom at all times during the term of this waterline easement. The Grantors covenant that they are the owners of the above described lands and that said lands are free and clear of all encumbrances and liens except the following:

IN WITNESS WHEREOF the said Grantors have executed this instrument this 26 day of May, 1998.

GRANTOR:

Suzanne Vince

Suzanne ~~V. Robas~~ VINCE

ACKNOWLEDGEMENT

STATE OF TEXAS
COUNTY OF Dallas

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared Suzanne V. Robas, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that she executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS THE 26 day of May, 1998.

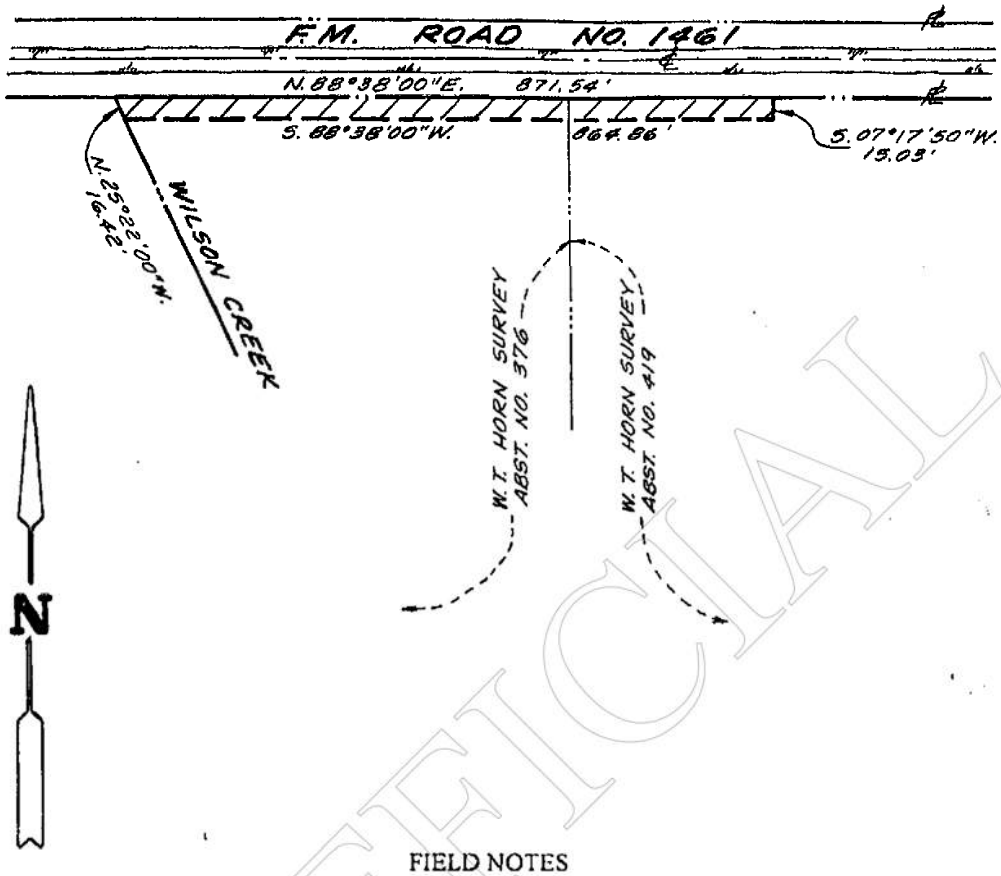
Mary Mania

Notary Public in and for Dallas County, Texas

MARY MANIA
Notary Public
State of Texas
My Comm. Exp. 05-29-98

file/97-105.WATERLINE

UNOFFICIAL



FIELD NOTES
FOR
15' WATERLINE EASEMENT

BEING a tract of land situated in Collin County, Texas and being part of the W.T. Horn Survey, Abstract No. 376 and the W.T. Horn Survey, Abst. No. 419 and part of the 39.970 acres of land described in a deed from Suzann V. Allison, Trustee to Goodie Goodie Drive In, Inc. dated July 8, 1980 recorded in Volume 1281, Page 300 of the Collin County Land Records and being more particularly described as follows:

BEGINNING at a point in the south line of F.M. Road No. 1461 , said point also being in the center of Wilson Creek, a point for corner;

THENCE N. 88°38' E., 871.54 feet with the north line of said 39.970 acre tract and with said south line of F.M. Road No. 1461 to an iron pin for corner;

THENCE S. 07°17'50" W., 15.03 feet to a point for corner;

THENCE S. 88°38' W., 864.86 feet to a point for corner;

THENCE N. 25°22' W., 16.42 feet to the place of beginning and containing 13,023 square feet of land more or less.

Raeburn A White

15.00' WIDE WATER LINE ESM'T.
T. HORN SURVEY, ABSTRACT NO. 376
T HORN SURVEY, ABSTRACT NO. 419
COLLIN COUNTY, TEXAS

STATE OF TEXAS REGISTERED RAEBURN A. WHITE #1394 PROFESSIONAL LAND SURVEYOR

DOWDEY, ANDERSON & ASSOCIATES, INC.
5225 VILLAGE CREEK DRIVE SUITE 200
(972) 931-0694 PLANO, TEXAS 75093

SCALE 1" = 200' DATE 3-17-98
JOB NO. 97-105

UNOFFICIAL

UNOFFICIAL

ANY PROVISION HEREIN WHICH RESTRICTS THE SALE, RENTAL, OR USE OF THE DESCRIBED REAL PROPERTY BECAUSE OF COLOR OR RACE IS INVALID AND UNENFORCEABLE UNDER FEDERAL LAW

THE STATE OF TEXAS)
(COUNTY OF COLLIN)

I hereby certify that this instrument was FILED in the File Number Sequence on the date and the time stamped hereon by me; and was duly RECORDED, in the Official Public Records of Real Property of Collin County, Texas on

OCT 05 1998

Helen Starnes

Filed for Record in:
COLLIN COUNTY, TX
HONORABLE HELEN STARNES

On 1998/10/05

At 1:01p

Number: 98- 0110561
Type : EM 13.00

TxDOT Highway
FM1461

TxDOT RCSJ#
1973-01-018

TxDOT U#
U00026000

TxDOT Parcel
P00020230 (P53)
Prosper Twin Creek Partners, LP

TxDOT ROW Station Number(s)
208+39.04 to 214+64.14

Easement Instrument Number
19981005001105620

Easement Volume and Page Number
Vol 4265 Pg 1983

Prior Property Right: Affidavit

Easement for Property Owner

Easement Grantor
Goodie Goodie Drive In, Inc.

98- 0110562

WATERLINE EASEMENT

KNOW ALL MEN BY THESE PRESENTS, that Goodie Goodie Drive In, Inc., (hereinafter called "Grantors"), in consideration of one dollar ($1.00) and other good and valuable consideration paid by City of Prosper, (hereinafter called "Grantee"), the receipt and sufficiency of which is hereby acknowledged, does hereby grant, bargain, sell, transfer, and convey to said Grantee, its successors, and assigns, a perpetual easement with the right to erect, construct, install and lay and thereafter use, operate, inspect, repair, maintain, replace, and remove waterlines and appurtenances in and through Grantor's land in the W.T. Horn Survey, Abstract No. 419, more particularly described in instrument recorded in County Clerk's File No. 92-0030135, Deed Records Collin, County, Texas, together with the right of ingress and egress over Grantors' adjacent lands for the purpose for which the above mentioned rights are granted. The easement hereby granted shall not exceed 15 feet in width, and Grantee is hereby authorized to designate the course of the easement herein conveyed except that when the pipe line(s) is installed, the easement herein granted shall be limited to a strip of land 15 feet in width the center line thereof being the pipeline as installed.

The consideration recited herein shall constitute payment in full for damages sustained by Grantors by reason of the installation of the structures referred to herein and the Grantee will maintain such easement in a state of good repair and efficiency so that no unreasonable damages will result from its use to Grantors' premises. This Agreement together with other provisions of this grant shall constitute a covenant running with the land for the benefit of the Grantee, its successors and assigns. Grantor shall in accordance with the rules regulations, and ordinance of the City of Prosper, be entitled to tap into said pipeline(s) for the purposes of obtaining water therefrom at all times during the term of this waterline easement. The Grantors covenant that they are the owners of the above described lands and that said lands are free and clear of all encumbrances and liens except the following:

IN WITNESS WHEREOF the said Grantors have executed this instrument this 26th day of May, 1998.

GRANTOR:

Goodie Goodie Drive In, Inc.
Guy Vince, President

ACKNOWLEDGEMENT

STATE OF TEXAS
COUNTY OF Dallas

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared Guy Vince, 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 purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS THE 26th day of May, 1998.

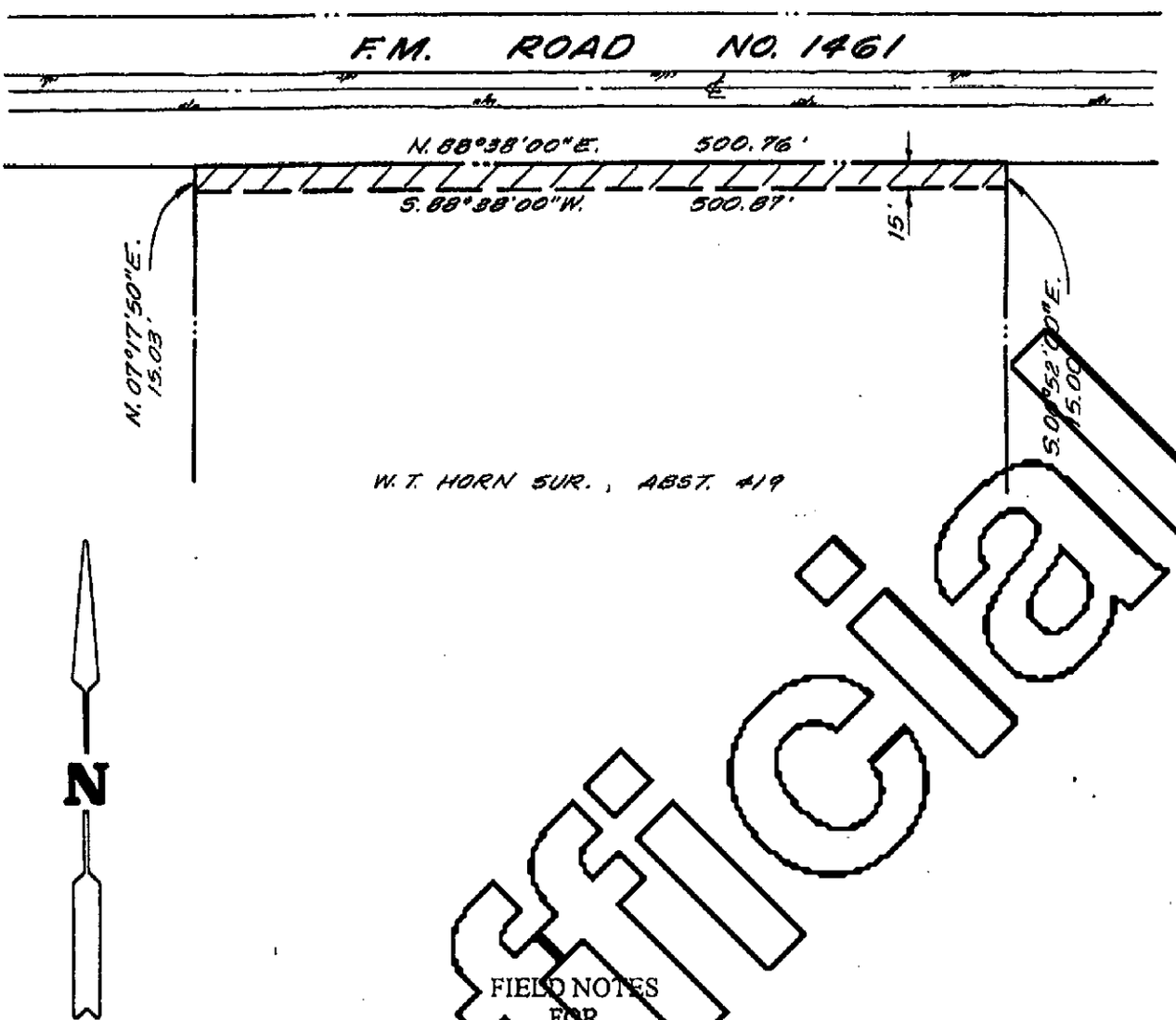
MARY MANIA
Notary Public
State of Texas
My Comm. Exp. 05-29-98

Mary Mania
Notary Public in and for Dallas County, Texas

file/97-105.WATERLINE

UNOFFICIAL

0265 01983



FIELD NOTES
FOR
15' WATERLINE EASEMENT

BEING a tract of land situated in Collin County, Texas and being part of the W.T. Horn Survey, Abst. No. 419 and being of the 39.970 acres of land described in County Clerk Document No. 92-0030133 at Collin County, Texas, and being more particularly described as follows:

BEGINNING at a point in the south line of F.M. Road No. 1461, said point being S. 88°38'W., 871.64 feet from a point in the Center of Wilson Creek, for corner;

THENCE N. 88°38' E., and along the south r.o.w. line of F.M. Road No. 1461, 500.76 feet to a point for corner;

THENCE S. 00°52' E., 15.00 feet to a point for corner;

THENCE S. 88°38' W., 500.87 feet to a point for corner;

THENCE N. 07°17'50" E., 15.03 to the place of beginning and containing 7,512 square feet of land, more or less.

Raeburn A White

15.00' WIDE WATER LINE ESM'T.
W.T. HORN SURVEY, ABSTRACT NO. 419
COLLIN COUNTY, TEXAS

STATE OF TEXAS
REGISTERED
RAEBURN A. WHITE
#1394
PROFESSIONAL
LAND SURVEYOR

DOWDEY, ANDERSON & ASSOCIATES, INC.
5225 VILLAGE CREEK DRIVE SUITE 200
(972) 931-0694 PLANO, TEXAS 75093

SCALE 1"=100' DATE 3
JOB NO. 97-10

Unofficial

Unofficial

ANY PROVISION HEREIN WHICH RESTRICTS THE SALE, RENTAL, OR USE OF THE DESCRIBED REAL PROPERTY BECAUSE OF COLOR OR RACE IS INVALID AND UNENFORCEABLE UNDER FEDERAL LAW

(THE STATE OF TEXAS) (COUNTY OF COLLIN)

I hereby certify that this instrument was FILED in the File Number Sequence on the date and the time stamped hereon by me; and was duly RECORDED, in the Official Public Records of Real Property of Collin County, Texas on

OCT 05 1998

Helen Starnes

Filed for Record in:
COLLIN COUNTY, TX
HONORABLE HELEN STARNES

On 1998/10/05

At 1:01P

Number: 98- 0110562
Type : EM 13.00

TxDOT Highway
FM1461

TxDOT RCSJ#
1973-01-018

TxDOT U#
U00026000

TxDOT Parcel
P00020274 (P57)
Arshad Niaz

TxDOT ROW Station Number(s)
214+64.14 to 216+75.69

Easement Instrument Number
19981005001105630

Easement Volume and Page Number
Vol 4265 Pg 1986

Prior Property Right: Affidavit

Easement for Property Owner

Easement Grantor
Paul L. Furr

98- 0110563

WATERLINE EASEMENT

04265 01986

KNOW ALL MEN BY THESE PRESENTS, that Paul L. Furr, (hereinafter called "Grantors"), in consideration of one dollar ($1.00) and other good and valuable consideration paid by City of Prosper, (hereinafter called "Grantee"), the receipt and sufficiency of which is hereby acknowledged, does hereby grant, bargain, sell, transfer, and convey to said Grantee, its successors, and assigns, a perpetual easement with the right to erect, construct, install and lay and thereafter use, operate, inspect, repair, maintain, replace, and remove waterlines and appurtenances in and through Grantor's land in the W.T. Horn Survey, Abstract No. 419, more particularly described in instrument recorded in Volume 365, Page 485 in the Deed Records Collin, County, Texas, together with the right of ingress and egress over Grantors' adjacent lands for the purpose for which the above mentioned rights are granted. The easement hereby granted shall not exceed 15 feet in width, and Grantee is hereby authorized to designate the course of the easement herein conveyed except that when the pipe line(s) is installed, the easement herein granted shall be limited to a strip of land 15 feet in width the center line thereof being the pipe line as installed.

The consideration recited herein shall constitute payment in full for damages sustained by Grantors by reason of the installation of the structures referred to herein and the Grantee will maintain such easement in a state of good repair and efficiency so that no unreasonable damages will result from its use to Grantors' premises. This Agreement together with other provisions of this grant shall constitute a covenant running with the land for the benefit of the Grantee, its successors, and assigns. Grantor shall in accordance with the rules regulations, and ordinance of the City of Prosper, be entitled to tap into said pipeline(s) for the purposes of obtaining water therefrom at all times during the term of this waterline easement. The Grantors covenant that they are the owners of the above described lands and that said lands are free and clear of all encumbrances and liens except the following:

IN WITNESS WHEREOF the said Grantors have executed this instrument this 31 day of March, 19 98.

GRANTOR:

Paul L. Furr

PAUL L. FURR

ACKNOWLEDGEMENT

STATE OF TEXAS
COUNTY OF Collin

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared Paul L. Furr, 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 purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS THE 31st day of March, 1998.

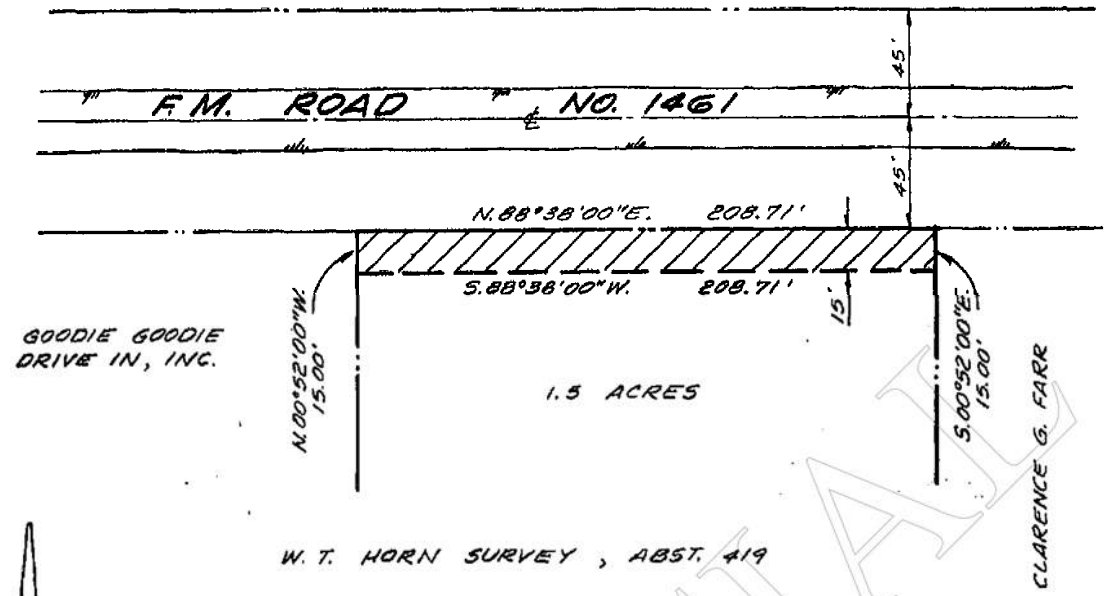
KATHY BLEDSOE
Notary Public
STATE OF TEXAS
My Comm. Exp. 03/25/2001

Kathy Bledsoe

Notary Public in and for Collin County, Texas

file/97-105.WATERLINE

UNOFFICIAL





FIELD NOTES
FOR
15' WATERLINE EASEMENT

BEING a tract of land situated in Collin County, Texas and being out of the W.T. Horn Survey, Abstract No. 419 and being a part of a 61.36 Ac. tract recorded in the deed records in Volume 365, Page 485 Collin County, Texas, and being more particularly described as follows:

BEGINNING at a point in the south line of F.M. Road No. 1461 said point also being the northeast corner of a 40 Ac. tract as described in Volume 810, Page 647 of the Collin County Deed Records a point for corner;

THENCE N. 88°38' E., 208.71 feet to a point for corner;

THENCE S. 00°52' E., 15.00 feet to a point for corner;

THENCE S. 88°38' W., 208.71 feet to a point for corner;

THENCE N. 00°52' W., 15.00 feet to the Place of Beginning and containing 3,131 square feet of land more or less.

Raeburn A White

15' WIDE WATER LINE ESM'T.
W. T. HORN SURVEY, ABST. NO. 419
COLLIN COUNTY, TEXAS

STATE OF TEXAS
REGISTERED
RAEBURN A. WHITE
#1394
PROFESSIONAL
LAND SURVEYOR

DOWDEY, ANDERSON & ASSOCIATES, INC.
5225 VILLAGE CREEK DRIVE SUITE 200
(972) 931-0694 PLANO, TEXAS 75093

SCALE 1"=60' DATE 3-19-98
JOB NO. 97-105

UNOFFICIAL

UNOFFICIAL

ANY PROVISION HEREIN WHICH RESTRICTS THE SALE, RENTAL, OR USE OF THE DESCRIBED REAL PROPERTY BECAUSE OF COLOR OR RACE IS INVALID AND UNENFORCEABLE UNDER FEDERAL LAW

(THE STATE OF TEXAS) (COUNTY OF COLLIN)

I hereby certify that this instrument was FILED in the File Number Sequence on the date and the time stamped hereon by me; and was duly RECORDED, in the Official Public Records of Real Property of Collin County, Texas on

OCT 05 1998

Helen Starnes

Filed for Record in:
COLLIN COUNTY, TX
HONORABLE HELEN STARNES

On 1998/10/05

At 1:01P

Number: 98- 0110563
Type : EM 13.00

TxDOT Highway
FM1461

TxDOT RCSJ#
1973-01-018

TxDOT U#
U00026000

TxDOT Parcel
P00020275 (P58)
OM Frontier Estates LLC

TxDOT ROW Station Number(s)
216+75.69 to 229+19.55

Easement Instrument Number
19981005001105640

Easement Volume and Page Number
Vol 4265 Pg 1989

Prior Property Right: Affidavit

Easement for Property Owner

Easement Grantor
Clarence G Furr

98- 0110564

WATERLINE EASEMENT

KNOW ALL MEN BY THESE PRESENTS, that Clarence G. Furr, (hereinafter called "Grantors") in consideration of one dollar ($1.00) and other good and valuable consideration paid by City of Prosper (hereinafter called "Grantee"), the receipt and sufficiency of which is hereby acknowledged, does hereby grant, bargain, sell, transfer, and convey to said Grantee, its successors, and assigns, a perpetual easement with the right to erect, construct, install and lay and thereafter use, operate, inspect, repair, maintain, replace, and remove waterlines and appurtenances in and through Grantor's land in the W.T. Horn Survey, Abstract No. 419, more particularly described in instrument recorded in Volume 365, Page 485 in the Deed Records Collin, County, Texas, together with the right of ingress and egress over Grantors' adjacent lands for the purpose for which the above mentioned rights are granted. The easement hereby granted shall not exceed 15 feet in width, and Grantee is hereby authorized to designate the course of the easement herein conveyed except that when the pipe line(s) is installed, the easement herein granted shall be limited to a strip of land 15 feet in width the center line thereof being the pipe line as installed.

The consideration recited herein shall constitute payment in full for damages sustained by Grantors by reason of the installation of the structures referred to herein and the Grantee will maintain such easement in a state of good repair and efficiency so that no unreasonable damages will result from its use to Grantors' premises. This Agreement together with other provisions of this grant shall constitute a covenant running with the land for the benefit of the Grantee, its successors, and assigns. Grantor shall in accordance with the rules regulations, and ordinance of the City of Prosper, be entitled to tap into said pipeline(s) for the purposes of obtaining water therefrom at all times during the term of this waterline easement. The Grantors covenant that they are the owners of the above described lands and that said lands are free and clear of all encumbrances and liens except the following:

IN WITNESS WHEREOF the said Grantors have executed this instrument this 31st day of March, 1998.

GRANTOR:

Clarence G. Furr

Clarence G. Furr

ACKNOWLEDGEMENT

STATE OF TEXAS
COUNTY OF Collin

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared Clarence G. Furr 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 purposes and consideration therein expressed.

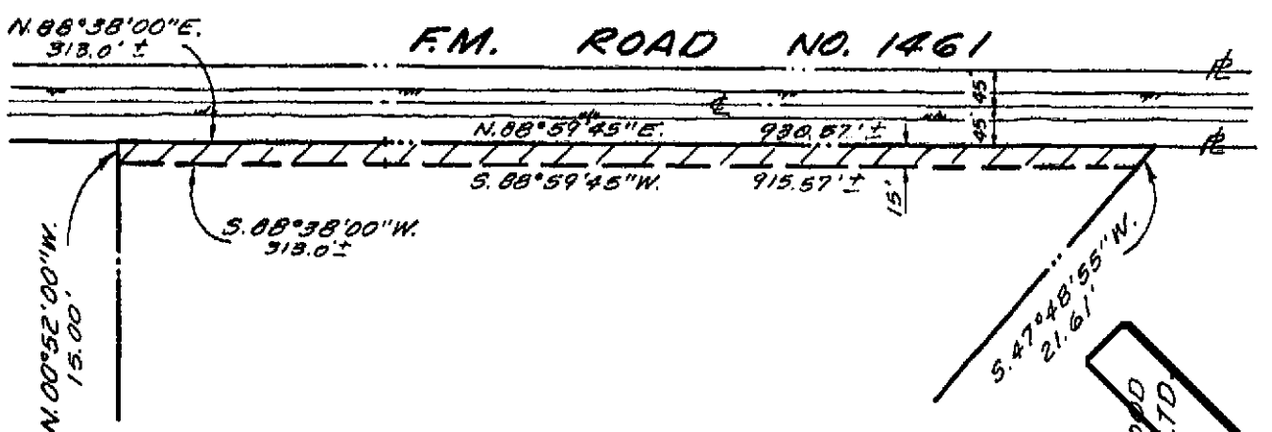
GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS THE 31st day of March, 1998.

Carolyn McGarth
Notary Public in and for Collin County, Texas

CAROLYN McGARTH
Notary Public
STATE OF TEXAS
My Comm. Exp. 09/12/99

file/97-105.WATERLINE4

UNOFFICIAL



T. W. HORN SURVEY, ABST. 419



FIELD NOTES
FOR
15' WATERLINE EASEMENT

BEING a tract of land situated in Collin County, Texas and being out of the W.T. Horn Survey, Abstract No. 419 and being a part of a 61.36 Ac. tract recorded in the deed records in Volume 365, Page 485 Collin County Texas, and being more particularly described as follows:

BEGINNING at a point in the south r.o.w. line of F.M. Road No. 1461 said point being N. 88°38' E., 208.71 feet from the northeast corner of a 40 acre tract described in Vol. 810 Page 647 of the Collin County Deed Records, a point for corner;

THENCE N. 88°38' E., 313.00 feet (more or less) to a P.I. a point for corner;

THENCE N. 88°59'45" E., and continuing along the south line of said F.M. Road No. 1461, 930.57 feet to a point for corner, said point also being the northwest corner of Amberwood Farms, Ltd. tract as recorded in Collin County, Clerk's File No. 98-0003231 of the deed records of Collin County, Texas, a point for corner;

THENCE S. 47°48'55" W., 21.61 feet to a point for corner;

THENCE S. 88°59'45" W., 915.57 feet to a point for corner;

THENCE S. 88°38' W., 313.00 feet (more or less) to a point for corner;

THENCE N. 00°52' W., 15.00 feet to the Place of Beginning and containing 18,741 sq. feet of land more or less;

15' WIDE WATER LINE ESM'T.
W.T. HORN SURVEY, ABST. NO. 419
COLLIN COUNTY, TEXAS

Raeburn A White

STATE OF TEXAS
REGISTERED
RAEBURN A. WHITE
#1394
PROFESSIONAL
LAND SURVEYOR

Unofficial

DOWDEY, ANDERSON & ASSOCIATES, INC.
5225 VILLAGE CREEK DRIVE SUITE 200
(972) 931-0694 PLANO, TEXAS 75093

SCALE 1"= 200' DATE 3-1
JOB NO. 97-105

Unofficial

ANY PROVISION HEREIN WHICH RESTRICTS THE SALE, RENTAL OR USE OF THE DESCRIBED REAL PROPERTY BECAUSE OF COLOR OR RACE IS INVALID AND UNENFORCEABLE UNDER FEDERAL LAW

(THE STATE OF TEXAS)

I hereby certify that this instrument was FILED in the File Number Sequence on the date and the time stamped hereon by me; and was duly RECORDED, in the Official Public Records of Real Property of Collin County, Texas on (COUNTY OF COLLIN)

OCT 05 1998

Helen Starnes

Filed for Record in:
COLLIN COUNTY, TX
HONORABLE HELEN STARNES

On 1998/10/05

At 1:01P

Number: 98- 0110564
Type : EM 13.00

TxDOT Highway
FM1461

TxDOT RCSJ#
1973-01-018

TxDOT U#
U00026000

TxDOT Parcel
P00020280 (P63)
Amberwood Farms HOA, Inc.

TxDOT ROW Station Number(s)
229+19.55 to 235+72.30

Easement Instrument Number
19981005001105650

Easement Volume and Page Number
Vol 4265 Pg 1992

Prior Property Right: Affidavit

Easement for Property Owner

Easement Grantor
Amberwood Farm, LTD

WATERLINE EASEMENT

98- 0110565

KNOW ALL MEN BY THESE PRESENTS, that Amberwood Farms, Ltd, (hereinafter called "Grantors"), in consideration of one dollar ($1.00) and other good and valuable consideration paid by City of Prosper, (hereinafter called "Grantee"), the receipt and sufficiency of which is hereby acknowledged, does hereby grant, bargain, sell, transfer, and convey to said Grantee, its successors, and assigns, a perpetual easement with the right to erect, construct, install and lay and thereafter use, operate, inspect, repair, maintain, replace, and remove waterlines and appurtenances in and through Grantor's land in the W.T. Horn Survey, Abstract No. 419, more particularly described in instrument recorded in County Clerk's File No. 98-0003231, Deed Records Collin, County, Texas, together with the right of ingress and egress over Grantors' adjacent lands for the purpose for which the above mentioned rights are granted. The easement hereby granted shall not exceed 15 feet in width, and Grantee is hereby authorized to designate the course of the easement herein conveyed except that when the pipe line(s) is installed, the easement herein granted shall be limited to a strip of land 15 feet in width the center line thereof being the pipeline as installed.

The consideration recited herein shall constitute payment in full for damages sustained by Grantors by reason of the installation of the structures referred to herein and the Grantee will maintain such easement in a state of good repair and efficiency so that no unreasonable damages will result from its use to Grantors' premises. This Agreement together with other provisions of this grant shall constitute a covenant running with the land for the benefit of the Grantee, its successors, and assigns. Grantor shall in accordance with the rules regulations, and ordinance of the City of Prosper, be entitled to tap into said pipeline(s) for the purposes of obtaining water therefrom at all times during the term of this waterline easement. The Grantors covenant that they are the owners of the above described lands and that said lands are free and clear of all encumbrances and liens except the following:

IN WITNESS WHEREOF the said Grantors have executed this instrument this 24th day of March, 19 98.

GRANTOR:
Amberwood Farms, Ltd.
By: Amberwood Homes, Inc.
By: Toby Haggard, president

Amberwood Farms, Ltd.,
Toby Haggard

ACKNOWLEDGEMENT

STATE OF TEXAS
COUNTY OF Collin

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared Toby Haggard 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 purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS THE 24th day of March, 1998.

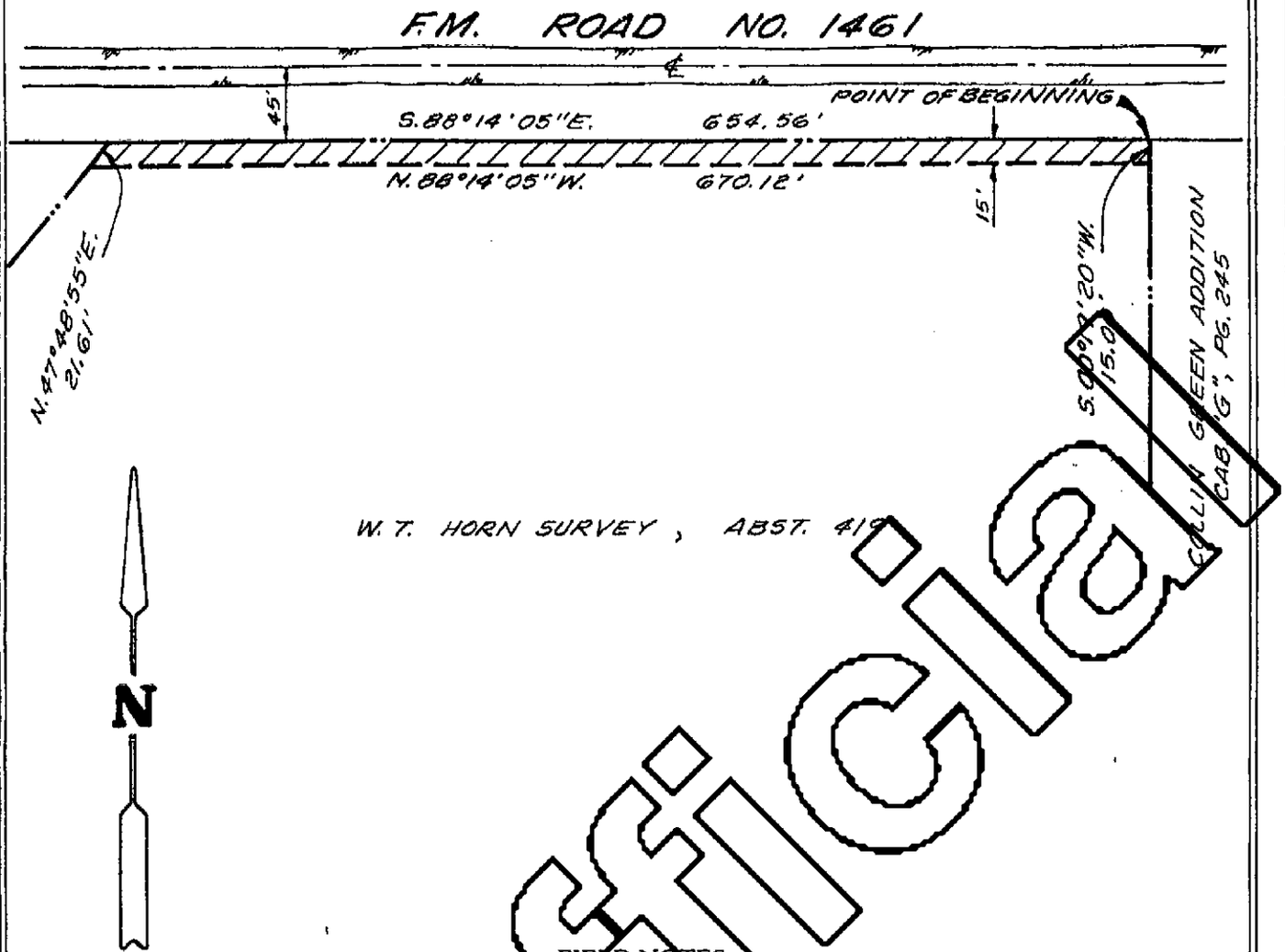
PATRICIA ANN DURBIN
Notary Public
State of Texas
Comm. Expires 10-21-2000

Patricia Ann Durbin
Notary Public in and for Collin
County, Texas

file/97-105.WATERLINE

Unofficial

0265 01992



Unofficial

FIELD NOTES
FOR
15' WATERLINE EASEMENT

BEING a tract of land situated in Collin County and being part of the W.T. Horn Survey, Abstract No. 419, and also being part of a tract of land that was conveyed to AMBERWOOD FARMS, LTD., by Stephen W. Roberts by deed recorded in Collin County, Clerk's File No. 98-0003231 of the Deed Records of Collin County, Texas and being more particularly described as follows:

BEGINNING at a point in the south line of F.M. Road No. 1461 (a 90' r.o.w.) said point also being the northwest corner of Collin Green Addition as filed in Cab. G, Page 245, Collin County Plat Records;

THENCE S. 00°19'20" W., 15.00 feet to a point for corner;

THENCE N. 88°14'05" W., 670.12 feet to a point for corner;

THENCE N. 47°48'55" E., 21.61 feet to a point for corner;

THENCE S. 88°14'05" E., 654.56 feet to the place of beginning and containing 9,935 square feet of land.

Raeburn A White

15.00' WIDE WATER LINE ESM'T.
W.T. HORN SURVEY, ABSTRACT NO. 419
COLLIN COUNTY, TEXAS

STATE OF TEXAS
REGISTERED
RAEBURN A. WHITE
#1394
PROFESSIONAL
LAND SURVEYOR

DOWDEY, ANDERSON & ASSOCIATES, INC.
5225 VILLAGE CREEK DRIVE SUITE 200
(972) 931-0694 PLANO, TEXAS 75093

SCALE 1"=100' DATE 3-
JOB NO. 97-10

Unofficial

ANY PROVISION HEREIN WHICH RESTRICTS THE SALE, RENTAL, OR USE OF THE DESCRIBED REAL PROPERTY BECAUSE OF COLOR OR RACE IS INVALID AND UNENFORCEABLE UNDER FEDERAL LAW

(THE STATE OF TEXAS) (COUNTY OF COLLIN)

I hereby certify that this instrument was FILED in the File Number Sequence on the date and the time stamped hereon by me; and was duly RECORDED, in the Official Public Records of Real Property of Collin County, Texas on

OCT 05 1998

Helen Starnes

Filed for Record in:
COLLIN COUNTY, TX
HONORABLE HELEN STARNES

On 1998/10/05

At 1:01P

Number: 98- 0110565
Type : EM 13.00

TxDOT Highway
FM1461

TxDOT RCSJ#
1973-01-018

TxDOT U#
U00026000

TxDOT Parcel
P00020237 (P71)
QSI Partners, LLC

TxDOT ROW Station Number(s)
245+80.20 to 248+04.29

Easement Instrument Number
20080324000343420

Easement Volume and Page Number
--/--/--

Prior Property Right: Affidavit

Easement for Property Owner

Easement Grantor
Dana Litchford

20080324000343420 03/24/2008 02:40:22 PM EM 1/8

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

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

WATER LINE EASEMENT AND TEMPORARY CONSTRUCTION EASEMENT

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

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

442479-1

UNOFFICIAL

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

Grantee will at all times after doing any work in connection with the construction, operation or repair of the Facilities, restore the surface of the Easement Property and/or Temporary Construction Easement as close to the condition in which it was found before such work was undertaken as is reasonably practicable. The contractor will be responsible for replacing any existing trees with similar size and kind, drainage pipe, phone line, or existing water line caused by damage of the construction of the proposed water line. If water service is lost during the construction of the proposed water line, the Town of Prosper will make every reasonable effort to restore water service within one business day. All other damages to the drainage pipe, trees outside the proposed easement, and phone line will be restored within thirty days from the completion of the water line. After installation of the water line, the contractor will smooth out the dirt and replace any grass or landscaping that was removed no later than thirty days form the completion of the water line. The full width and length of the existing drive way that is affected shall be replaced within thirty days of the completion of the water line. The contractor will maintain at all times permanent access to the garage from FM 1461. In the case the contractor does not satisfy their responsibilities the town of Prosper shall be held responsible for the contractor's responsibilities to the Grantor.

UNOFFICIAL

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

Grantee, its successors and assigns, shall have the right to construct, reconstruct, alter, operate, relocate and perpetually maintain additional Facilities at all times in the future within the Easement Property. If Grantee is unable to access the Easement Property and/or Temporary Construction Easement due to physical barriers or conditions, then the Grantee, its successors and assigns, shall have, and are hereby granted, the right of ingress and egress over that portion of the Grantor's adjacent property within fifteen feet (15') of the Easement Property and/or Temporary Construction Easement as is reasonably necessary to and for the limited purpose of accessing the Easement Property and/or Temporary Construction Easement herein granted.

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

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

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

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type other than those previously described or any piling, pier or isolated footing of any wall, structure or building be placed directly on said Easement Property.

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

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

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

SIGNED my hand this 24th day of MARCH, 2008.

GRANTORS NAME HERE	
By:	Dana Litchfield
Name:	DANA Litchfield
Title:	Owner
Address:	3186 E. Frontier Pkwy
	Prosper, TX. 75078

ACKNOWLEDGMENT

UNOFFICIAL

THE STATE OF TEXAS §
§
COUNTY OF Collin §

This instrument was acknowledged before me on the 24th day of MARCH, 2008 by DANA Litchford its OWNER of ~~the~~ _____, ~~a~~ _____ ~~corporation~~, ~~on behalf of said corporation~~.

JERRE LEE VEST
Notary Public
STATE OF TEXAS
My Comm. Exp. 09/27/2011

Notary Public in and for the
State of Texas

UNOFFICIAL

442479-1

EXHIBIT A
SHEET 1 OF 2
WATER LINE EASEMENT
2,263 S.F./0.052 ACRES

LEGAL DESCRIPTION

BEING a tract of land in the Town of Prosper, Collin County, Texas, being a part of the GEORGE HORN SURVEY, ABSTRACT No. 412, and being a part of a tract of land conveyed to Paul and Dana Litchford as recorded in Volume 674, Page 855, Collin County Deed Records, and being further described as follows:

COMMENCING at a monument found at the northwest corner of said Litchford tract, said point being in the south line of Farm-to-Market (FM) Road 1461 (a variable width right-of-way);

THENCE South 00 degrees 22 minutes 06 seconds West, 15.00 feet to a one-half inch iron rod found in the west line of said Litchford tract, said point being the northeast corner of Lot 22, Block A, Replat of Collin Green, an addition to the Town of Prosper as recorded in Cabinet G, Page 245, Collin County Plat Records and the POINT OF BEGINNING of this tract of land;

THENCE North 89 degrees 17 minutes 58 seconds East, 226.10 feet to a point for corner in the east line of said Litchford tract, said point being in the west line of a tract of land conveyed to Glenn Duane and Nancy Ann Cashon as recorded in Volume 666, Page 570, Collin County Deed Records;

THENCE South 01 degrees 27 minutes 19 seconds East, 10.00 feet along the east line of said Litchford tract and the west line of said Cashon tract to a point for corner;

THENCE South 89 degrees 17 minutes 58 seconds West, 226.42 feet to a point for corner in the west line of said Litchford tract, said point being in the east line of said Lot 22;

THENCE North 00 degrees 22 minutes 06 seconds East, 10.00 feet along the west line of said Litchford tract and the east line of said Lot 22 to the POINT OF BEGINNING and containing 2,263 square feet or 0.052 acres of land.

Jones & Boyd, Inc.
17090 Dallas Parkway, Suite 200
Dallas, Texas 75248
972.248.7676 office
972.248.1414 fax
www.jones-boyd.com

- Engineering
- Surveying
- Planning
- Landscape Architecture
- Construction Management

SCALE:	DATE	DRAWN	PROJECT
1"=100'	5-22-07	MWH	MODOT-ESMT-WE13(OS).DWG

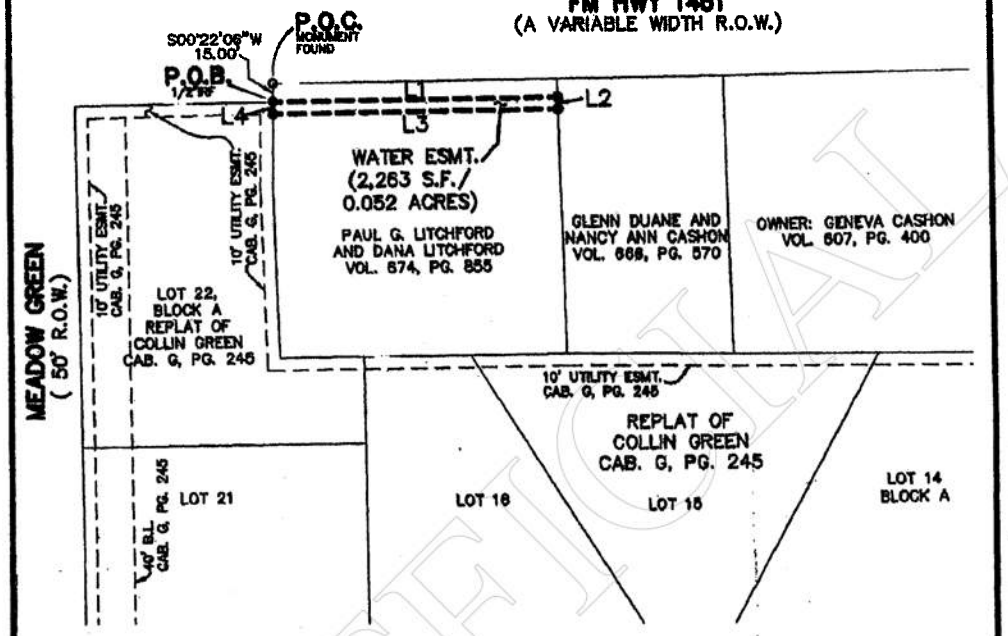
UNOFFICIAL

EXHIBIT A
SHEET 2 OF 2
WATER LINE EASEMENT
2,263 S.F./0.052 ACRES

BEARINGS BASED ON DEED TO MF V CHESNEY 65, LP, AS RECORDED IN DOCUMENT NO. 20060522000695470, COLLIN COUNTY DEED RECORDS. ONE LEG ALONG NORTH LINE HELD AS NORTH 89 DEGREES 19 MINUTES 37 SECONDS EAST.

N

1"=100'



LINE TABLE		
LINE	BEARING	DISTANCE
L1	N89°17'58"E	226.10'
L2	S01°27'19"E	10.00'
L3	S89°17'58"W	226.42'
L4	N00°22'06"E	10.00'

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- Engineering
- Surveying
- Planning
- Landscape Architecture
- Construction Management

SCALE:	DATE	DRAWN	PROJECT
1"=100'	5-22-07	NWH	MODOT1-ESMT-WE13(06).DWG

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Filed and Recorded
Official Public Records
Stacey Kemp
Collin County, TEXAS
03/24/2008 02:40:22 PM
$44.00 BNOPP
20080324000343420





TxDOT Highway
FM1461

TxDOT RCSJ#
1973-01-018

TxDOT U#
U00026000

TxDOT Parcel
P00020239 (P73)
Nancy Ann Cashon

TxDOT ROW Station Number(s)
248+04.29 to 249+38.41

Easement Instrument Number
20071203001611580

Easement Volume and Page Number
--/--/--

Prior Property Right: Affidavit

Easement for Property Owner

Easement Grantor
Duane Cashon

20071203001611580 12/03/2007 02:17:51 PM EM 1/7

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

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

WATER LINE EASEMENT AND TEMPORARY CONSTRUCTION EASEMENT

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

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

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

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

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

Grantee, its successors and assigns, shall have the right to construct, reconstruct, alter, operate, relocate and perpetually maintain additional Facilities at all times in the future within the Easement Property. If Grantee is unable to access the Easement Property and/or Temporary Construction Easement due to physical barriers or conditions, then the Grantee, its successors and assigns, shall have, and are hereby granted, the right of ingress and egress over that portion of the Grantor's adjacent property within fifteen feet (15') of the Easement Property and/or Temporary

Construction Easement as is reasonably necessary to and for the limited purpose of accessing the Easement Property and/or Temporary Construction Easement herein granted.

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

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

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

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

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

The individual executing this instrument on behalf of the Grantor represents that all appropriate and necessary actions have been taken to authorize the individual who is executing this instrument to do so for and on behalf of the Grantor, that there are no other parties or entities required to execute this instrument in order for the same to be an authorized and binding agreement

UNOFFICIAL

on the Grantor and that the individual affixing his or her signature hereto is authorized to do so, and such authorization is valid and effective on the date hereof.

SIGNED my hand this 6th day of November, 2007.

	GRANTORS NAME HERE **Duane Cashon**
By:	
Name:	Duane Cashon
Title:	
Address:	

ACKNOWLEDGMENT

THE STATE OF TEXAS §
COUNTY OF Collin §

This instrument was acknowledged before me on the 6th day of November, 2007 by _____ its _____ of the _____, a _____ corporation, on behalf of said corporation.

TANJA BRADDOCK
Notary Public, State of Texas
My Commission Expires
March 06, 2010

Tanja Braddock
Notary Public in and for the
State of Texas

UNOFFICIAL

EXHIBIT A
SHEET 1 OF 2
WATER LINE EASEMENT
1,320 S.F./0.030 ACRES

LEGAL DESCRIPTION

BEING a tract of land in the Town of Prosper, Collin County, Texas, being a part of the GEORGE HORN SURVEY, ABSTRACT No. 412, and being part of a tract of land conveyed to Glenn Duane and Nancy Cashon as recorded in Volume 666, Page 570, Collin County Deed Records;

COMMENCING at a five-eighths inch iron rod with cap found at the northeast corner of a 2.60 acre tract of land conveyed to Forrest Glenn Cashon as recorded in Volume 607, Page 400, Collin County Deed Records, said point being in the south line of Farm-to-Market (FM) Road 1461 (a variable width right-of-way);

THENCE South 89 degrees 17 minutes 58 seconds West, 334.61 feet along the north line of said 2.60 acre tract and the south line of FM Road 1461 to a point for corner at the northeast corner of said Cashon tract;

THENCE South 01 degrees 27 minutes 19 seconds East, 15.00 feet along the east line of said Cashon tract and to the POINT OF BEGINNING of this tract of land;

THENCE South 01 degrees 27 minutes 19 seconds East, 10.00 feet along the east line of said Cashon tract to a point for corner;

THENCE South 89 degrees 17 minutes 58 seconds West, 132.01 feet to a point for corner in the west line of said Cashon tract, said point being in the east line of a tract of land conveyed to Paul and Dana Litchford as recorded in Volume 674, Page 855, Collin County Deed Records;

THENCE North 01 degrees 27 minutes 19 seconds West, 10.00 feet along the west line of said Cashon tract and the east line of said Litchford tract to a point for corner;

THENCE North 89 degrees 17 minutes 58 seconds East, 132.01 feet to the POINT OF BEGINNING and containing 1,320 square feet or 0.030 acres of land.

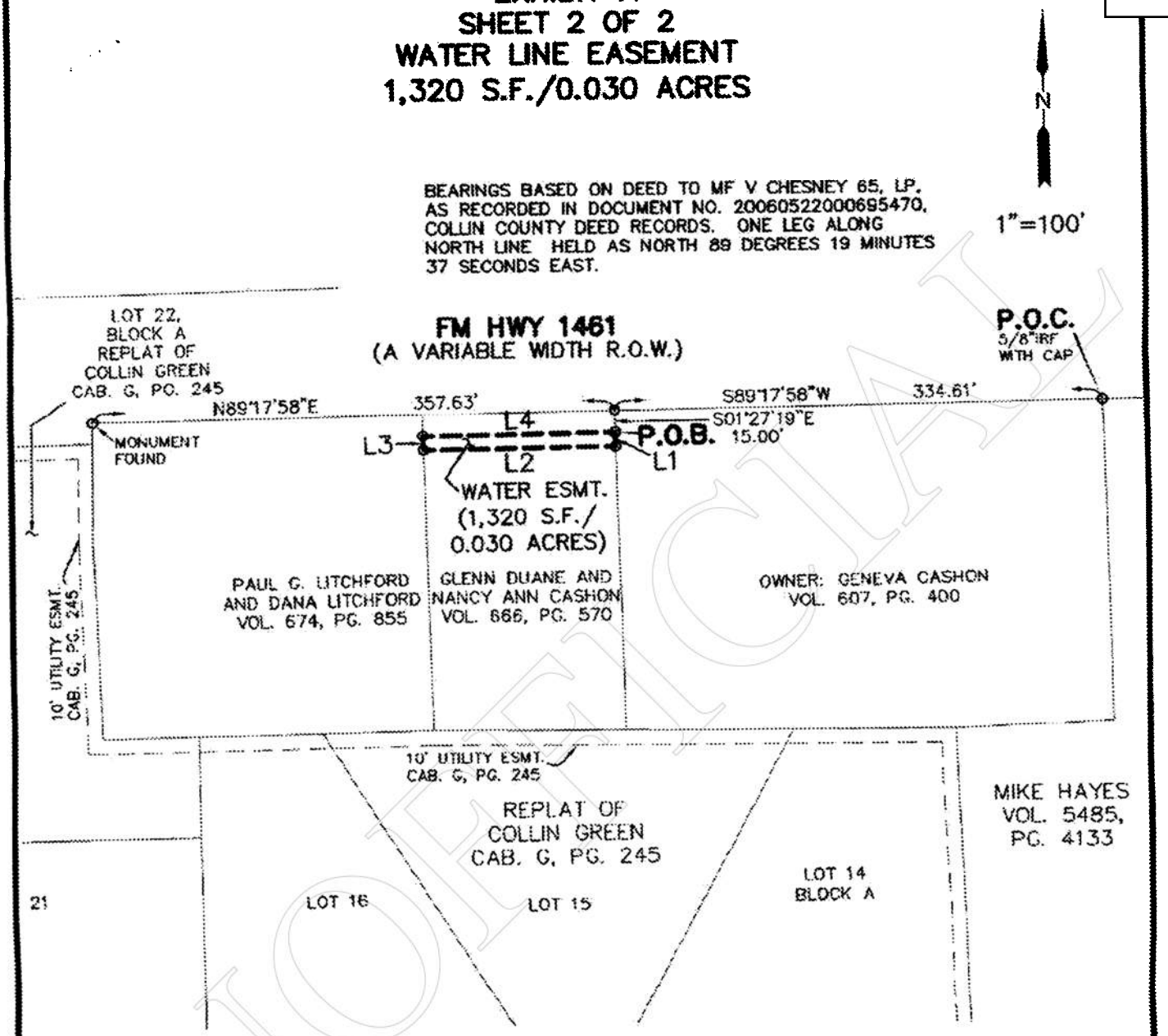
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972.248.7676 office
972.248.1414 fax
www.jones-boyd.com

- Engineering
- Surveying
- Planning
- Landscape Architecture
- Construction Management

SCALE:	DATE	DRAWN	PROJECT
1"=100'	5-22-07	MWH	MOD011-ESMT-WE12(OS).DWG

EXHIBIT A
SHEET 2 OF 2
WATER LINE EASEMENT
1,320 S.F./0.030 ACRES



LINE TABLE		
LINE	BEARING	DISTANCE
L1	S01°27'19"E	10.00'
L2	S89°17'58"W	132.01'
L3	N01°27'19"W	10.00'
L4	N89°17'58"E	132.01'

SCALE:	DATE	DRAWN	PROJECT
1"=100'	5-22-07	MWH	MOD011-ESMT-WE12(OS).DWG

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- Engineering
- Surveying
- Planning
- Landscape Architecture
- Construction Management

UNOFFICIAL

UNOFFICIAL

Filed and Recorded
Official Public Records
Stacey Kemp
Collin County, TEXAS
12/03/2007 02:17:51 PM
$40.00 DLAIRD
20071203001611580





TxDOT Highway
FM1461

TxDOT RCSJ#
1973-01-018

TxDOT U#
U00026000

TxDOT Parcel
P00020239 (P73)
Nancy Ann Cashon

TxDOT ROW Station Number(s)
249+38.41 to 252+73.02

Easement Instrument Number
20071203001611570

Easement Volume and Page Number
--/--/--

Prior Property Right: Affidavit

Easement for Property Owner

Easement Grantor
Geneeva Cashon

20071203001611570 12/03/2007 02:17:51 PM EM 1/7

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

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

WATER LINE EASEMENT AND TEMPORARY CONSTRUCTION EASEMENT

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

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

UNOFFICIAL

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

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

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

Grantee, its successors and assigns, shall have the right to construct, reconstruct, alter, operate, relocate and perpetually maintain additional Facilities at all times in the future within the Easement Property. If Grantee is unable to access the Easement Property and/or Temporary Construction Easement due to physical barriers or conditions, then the Grantee, its successors and assigns, shall have, and are hereby granted, the right of ingress and egress over that portion of the Grantor's adjacent property within fifteen feet (15') of the Easement Property and/or Temporary

Construction Easement as is reasonably necessary to and for the limited purpose of accessing the Easement Property and/or Temporary Construction Easement herein granted.

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

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

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

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

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

The individual executing this instrument on behalf of the Grantor represents that all appropriate and necessary actions have been taken to authorize the individual who is executing this instrument to do so for and on behalf of the Grantor, that there are no other parties or entities required to execute this instrument in order for the same to be an authorized and binding agreement

UNOFFICIAL

on the Grantor and that the individual affixing his or her signature hereto is authorized to do so, and such authorization is valid and effective on the date hereof.

SIGNED my hand this 6th day of November, 2007.

	GRANTORS NAME HERE **Geneeva Cashon**
By:	
Name:	Geneeva Cashon
Title:	
Address:	

ACKNOWLEDGMENT

THE STATE OF TEXAS §
§
COUNTY OF Collin §

This instrument was acknowledged before me on the 6th day of November, 2007 by _____ its _____ of the _____, a _____ corporation, on behalf of said corporation.

TANJA BRADDOCK
Notary Public, State of Texas
My Commission Expires
March 06, 2010

Tanja Braddock
Notary Public in and for the
State of Texas

UNOFFICIAL

EXHIBIT A
SHEET 1 OF 2
WATER LINE EASEMENT
3,346 S.F./0.077 ACRES

LEGAL DESCRIPTION

BEING a tract of land in the Town of Prosper, Collin County, Texas, being a part of the GEORGE HORN SURVEY, ABSTRACT No. 412, and being part of a 2.60 acre tract of land conveyed to Forrest Glenn Cashon as recorded in Volume 607, Page 400, Collin County Deed Records, and being further described as follows:

COMMENCING at a five-eighths inch iron rod with cap found at the northeast corner of said 2.60 acre tract, said point being the most northerly northwest corner of a tract of land conveyed to Mike Hayes as recorded in Volume 5485, Page 4133, Collin County Deed Records, said point also being in the south line of Farm-to-Market (FM) Road 1461 (a variable width right-of-way);

THENCE South 01 degrees 27 minutes 19 seconds East, 15.00 feet along the east line of said 2.60 acre tract and the west line of said Hayes tract to the POINT OF BEGINNING of this tract of land;

THENCE South 01 degrees 27 minutes 19 seconds East, 10.00 feet to a point for corner in the east line of said 2.60 acre tract and the west line of said Hayes tract;

THENCE South 89 degrees 17 minutes 58 seconds West, 334.61 feet to a point for corner in the east line of a tract of land conveyed to Glenn Duane and Nancy Ann Cashon as recorded in Volume 666, Page 570, Collin County Deed Records;

THENCE North 01 degrees 27 minutes 19 seconds West, 10.00 feet along the east line of said Cashon tract to a point for corner;

THENCE North 89 degrees 17 minutes 58 seconds East, 334.61 feet to the POINT OF BEGINNING and containing 3,346 square feet or 0.077 acres of land.

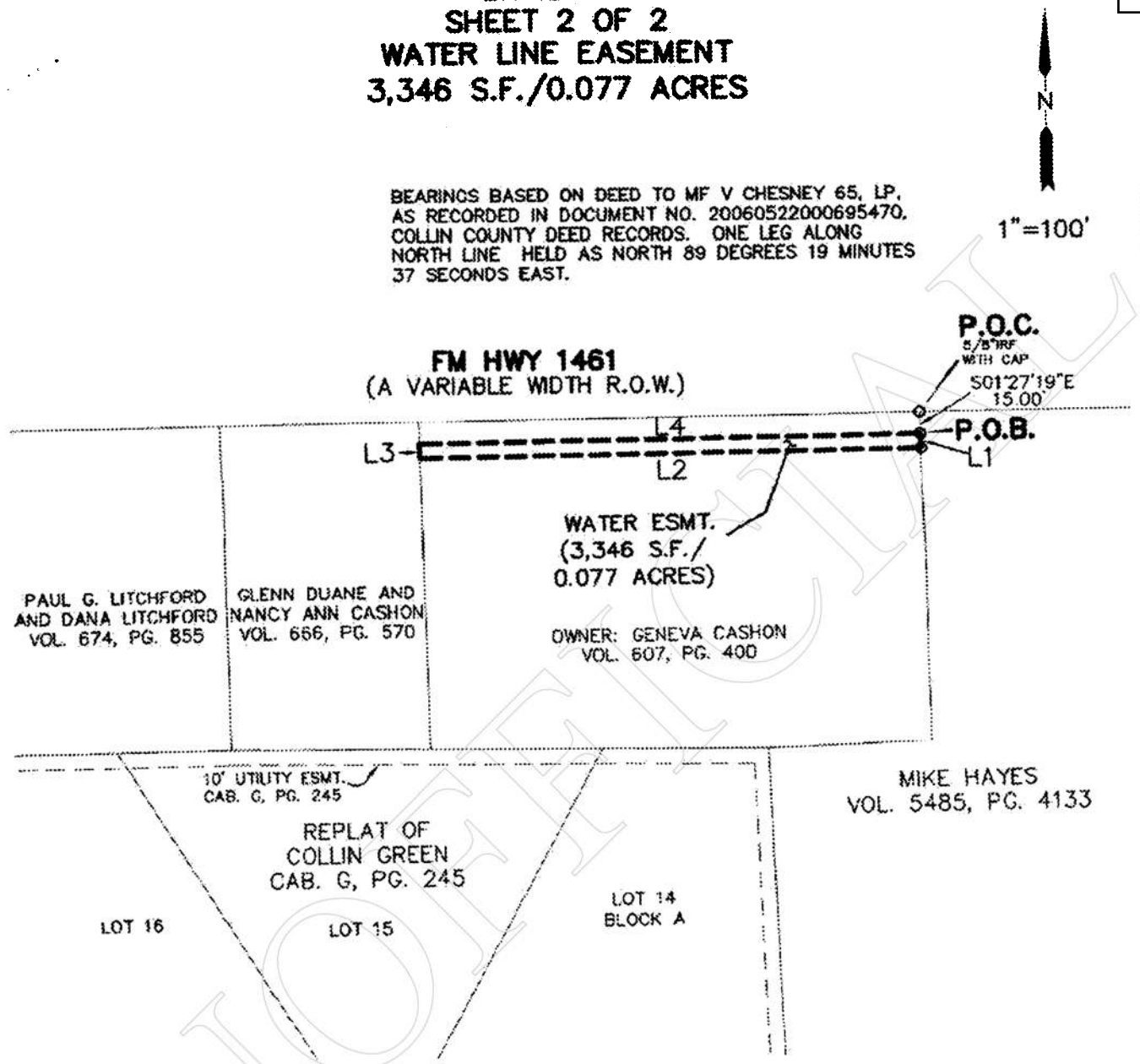
UNOFFICIAL

SCALE:	DATE	DRAWN	PROJECT
1"=100'	5-22-07	MWH	M00D11-ESMT-WE11(OS).DWG

Jones & Boyd, Inc.
17090 Dallas Parkway, Suite 200
Dallas, Texas 75248
972.248.7676 office
972.248.1414 fax
www.jones-boyd.com

- Engineering
- Surveying
- Planning
- Landscape Architecture
- Construction Management

EXHIBIT A
SHEET 2 OF 2
WATER LINE EASEMENT
3,346 S.F./0.077 ACRES



LINE TABLE		
LINE	BEARING	DISTANCE
L1	S01°27'19"E	10.00'
L2	S89°17'58"W	334.61'
L3	N01°27'19"W	10.00'
L4	N89°17'58"E	334.61'

Jones & Boyd, Inc.
17090 Dallas Parkway, Suite 200
Dallas, Texas 75248
972.248.7676 office
972.248.1414 fax
www.jones-boyd.com

- Engineering
- Surveying
- Planning
- Landscape Architecture
- Construction Management

SCALE:	DATE	DRAWN	PROJECT
1"=100'	5-22-07	MWH	MOD011-ESMT-WE11(OS).DWG

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Filed and Recorded
Official Public Records
Stacey Kemp
Collin County, TEXAS
12/03/2007 02:17:51 PM
$40.00 DLAIRD
20071203001611570





TxDOT Highway
FM1461

TxDOT RCSJ#
1973-01-018

TxDOT U#
U00026000

TxDOT Parcel
(P75(E))
Prosper Self Storage

TxDOT ROW Station Number(s)
252+73.02 to 255+42.58

Easement Instrument Number
20071203001611560

Easement Volume and Page Number
--/--/--

Prior Property Right: Affidavit

Easement for Property Owner

Easement Grantor
Mike Hayes

20071203001611560 12/03/2007 02:17:51 PM EM 1/7

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

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

WATER LINE EASEMENT AND TEMPORARY CONSTRUCTION EASEMENT

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

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

UNOFFICIAL

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

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

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

Grantee, its successors and assigns, shall have the right to construct, reconstruct, alter, operate, relocate and perpetually maintain additional Facilities at all times in the future within the Easement Property. If Grantee is unable to access the Easement Property and/or Temporary Construction Easement due to physical barriers or conditions, then the Grantee, its successors and assigns, shall have, and are hereby granted, the right of ingress and egress over that portion of the Grantor's adjacent property within fifteen feet (15') of the Easement Property and/or Temporary

Construction Easement as is reasonably necessary to and for the limited purpose of accessing the Easement Property and/or Temporary Construction Easement herein granted.

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

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

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

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

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

The individual executing this instrument on behalf of the Grantor represents that all appropriate and necessary actions have been taken to authorize the individual who is executing this instrument to do so for and on behalf of the Grantor, that there are no other parties or entities required to execute this instrument in order for the same to be an authorized and binding agreement

on the Grantor and that the individual affixing his or her signature hereto is authorized to do so, and such authorization is valid and effective on the date hereof.

SIGNED my hand this 30 day of October, ~~200~~ 2007.

GRANTORS NAME HERE	
By:	
Name:	Mike Hayes
Title:	
Address:	

10-30-07

ACKNOWLEDGMENT

THE STATE OF TEXAS §
§
COUNTY OF COLLIN §

This instrument was acknowledged before me on the 30 day of October, 2007 by _____ its _____ of the _____, a _____ corporation, on behalf of said corporation.

Kelly A. Himes Exp. 3/1/08
Notary Public in and for the
State of Texas

KELLY A. HIMES
Notary Public
STATE OF TEXAS
My Comm. Exp. 03/01/2008

UNOFFICIAL

EXHIBIT A
SHEET 1 OF 2
WATER LINE EASEMENT
8,963 S.F./0.206 ACRES

LEGAL DESCRIPTION

BEING a tract of land in the Town of Prosper, Collin County, Texas, being a part of the GEORGE HORN SURVEY, ABSTRACT No. 412, and being part of a tract of land conveyed to Mike Hayes as recorded in Volume 5485, Page 4133, Collin County Deed Records, and being further described as follows:

COMMENCING at a five-eighths inch iron rod with cap found at the most northerly northwest corner of said Hayes tract, said point being the northeast corner of a tract of land conveyed to Geneva Cashon as recorded in Volume 607, Page 400, Collin County Deed Records, said point also being in the south line of Farm-to-Market (FM) Road 1461 (a variable width right-of-way);

THENCE South 01 degrees 27 minutes 19 seconds East, 15.00 feet along the west line of said Hayes tract and the east line of said Cashon tract to the POINT OF BEGINNING of this tract of land;

THENCE North 89 degrees 26 minutes 50 seconds East, 269.88 feet to a point for corner in east line of said Hayes tract, said point being in the west line of Custer Road (FM 2478) (a 90 foot right-of-way);

THENCE along the east line of said Hayes tract and the west line of Custer Road as follows:
South 45 degrees 35 minutes 06 seconds East, 161.27 feet to a point for corner;
South 01 degrees 44 minutes 45 seconds East, 316.23 feet to a one-half inch iron rod with cap found at the southeast corner of said Hayes tract, said point being northeast corner of a tract of land conveyed to Jerry Standerfer as recorded in Volume 2100, Page 59, Collin County Deed Records;

THENCE South 89 degrees 26 minutes 50 seconds West, 15.00 feet along the south line of said Hayes tract and the north line of said Standerfer tract to a point for corner;

THENCE North 01 degrees 44 minutes 45 seconds West, 317.10 feet to a point for corner;

THENCE North 45 degrees 35 minutes 06 seconds West, 145.89 feet to a point for corner;

THENCE South 89 degrees 26 minutes 50 seconds West, 265.58 feet to a point for corner in the west line of said Hayes tract, said point being in the east line of said Cashon tract;

THENCE North 01 degrees 27 minutes 19 seconds West, 10.00 feet along the west line of said Hayes tract and the east line of said Cashon tract to the POINT OF BEGINNING and containing 8,963 square feet or 0.206 acres of land.

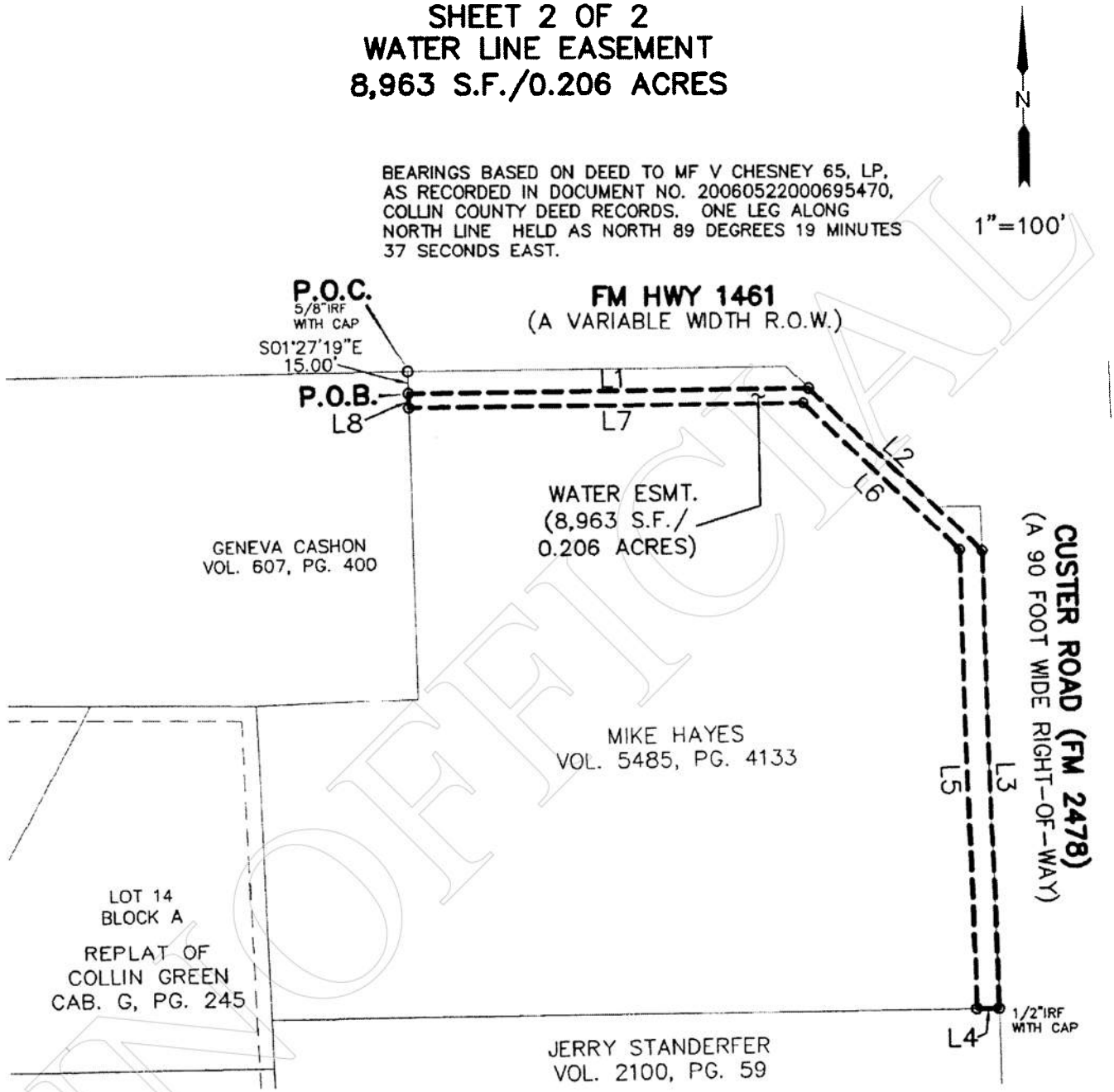
Jones & Boyd, Inc.
17090 Dallas Parkway, Suite 200
Dallas, Texas 75248
972.248.7676 office
972.248.1414 fax
www.jones-boyd.com

- Engineering
- Surveying
- Planning
- Landscape Architecture
- Construction Management

SCALE:	DATE	DRAWN	PROJECT
1"=100'	5-22-07	MWH	MOD011-ESMT-WE5(OS).DWG

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EXHIBIT A
SHEET 2 OF 2
WATER LINE EASEMENT
8,963 S.F./0.206 ACRES



LINE TABLE		
LINE	BEARING	DISTANCE
L1	N89°26'50"E	269.88'
L2	S45°35'06"E	161.27'
L3	S01°44'45"E	316.23'
L4	S89°26'50"W	15.00'
L5	N01°44'45"W	317.10'
L6	N45°35'06"W	145.89'
L7	S89°26'50"W	265.58'
L8	N01°27'19"W	10.00'

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- Engineering
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- Landscape Architecture
- Construction Management

SCALE:	DATE	DRAWN	PROJECT
1"=100'	5-22-07	MWH	MOD011-ESMT-WE5(OS).DWG

L J:\...\Surveying\Esmt1plan.dwg 8/11/03 8:14 am

UNOFFICIAL

The Town of Prosper will install, or cause to install, at no expense to Grantor, a _8"_ " water line stub out and valve with the construction of the 12" water line in Custer Road for future water service to the property described in Exhibit "A", attached hereto. The exact location of the connection is identified on Exhibit "A". *Grantor and or successors are responsible for the cost of the meter(s) and obligated to pay water tap and usage fees in effect at the time of connection/activation.*

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Filed and Recorded
Official Public Records
Stacey Kemp
Collin County, TEXAS
12/03/2007 02:17:51 PM
$40.00 DLAIRD
20071203001611560

Docusign Envelope ID: 550E3A99-8F2E-45CF-9D26-69F7E2803FC4

Texas Department of Transportation

CERTIFICATION FOR UTILITY ACCOMMODATION

Utility ID: U00026000 Exception To: ROW Utility Manual

U No.: N/A Permit No.: 00002/20250711/409266/548519/UP

Utility Name: Town of Prosper Utility Accommodation Limits: Sta 100+76.23 - 256+51.35

District: **Dallas - DAL - 18** County: Collin

ROW CSJ: 1973-01-018 Construction CSJ: 1973-01-015

Federal Proj. No.: STP 2B20(312) Highway: FM 1461

Exception: Section: _____ Subsection: _____ Chapter: 8 Section: 3

Nature of Exception:
Town of Prosper started its relocation before executing the Standard Utility Agreement. This was in good faith effort to get the utility moved in a timeframe as to not delay the construction project. The Dallas District requests approval of the exception so that Town of Prosper can be reimbursed for the relocation. Exception to policy for Chapter 8 (Section 3 - Preliminary Activity) which states no physical adjustment of an eligible utility's facilities can commence until appropriate agreement is executed. Prior to incurring any costs for the actual adjustment of any utility facility, the project must have the appropriate authority to proceed in addition to an executed utility agreement or date of eligibility.

Pursuant to authorities vested in 43TAC, Chapter 21, Section 21.35, the undersigned hereby certifies the following:

The proposed utility accommodation accompanying this certification has been found to not fully comply with provisions of the Utility Accommodation Rules as codified and judicially noticed.

After investigation and analysis of all pertinent information, it is determined the proposed accommodation is compatible with, and does not jeopardize, the public's safety, convenience, or investment in the highway facility and/or offers no impediment to the design, construction, operation or maintenance of the highway facility.

Certified and Recommended for Approval by:

DocuSigned by: Cesson Clemens A879E0D10CD6464...

District Engineer — 5/1/2026 Date

Dallas District

Authorized by:

DocuSigned by: BDEF0413AC9E4EC...

Director, Right of Way Division — 5/6/2026 Date

TOWN OF PROSPER
A Place Where Everyone Matters

March 25, 2026

Texas Department of Transportation – Dallas District Utilities
c/o Irene Dominguez, Utility Coordinator
4777 East Highway 80
Mesquite, TX 75150

RE: Exception *to SUA Policy Report*

District: Dallas
County: Collin
Highway: FM 1461 ***Limits:*** From SH 289 ***to*** West of CO Rd 166
Federal Project: STP2B20(312)
CCSJ: 1973-01-015 ***ROWCSJ:*** 1973-01-018
Utility: Town of Prosper
Utility ID U00026000
Utility Permit No.: 00002/20250711/409266/548519/UP

The Town of Prosper hereby requests the following Exception(s) to Policy for Utility Accommodation as described below:

Introduction:

The "Preliminary Utility Activities" project phase in utility coordination establishes a point in time by which eligible costs for preliminary utility activities (i.e. utility investigations to determine the necessity for required utility adjustments, design of utility relocation plans, and ordering materials that require extended lead times) may be incurred. However, no physical adjustment of an eligible utility facility can commence until appropriate agreement is executed. Prior to incurring any costs for the actual adjustment of any utility facility, the project must have the appropriate authority to proceed in addition to an executed utility agreement or date of eligibility.

Existing/Proposed Conditions:

The Town has an existing 12-inch water line that runs along the south side of the project from SH 289 (Preston Road) to Old Custer Road (formally FM 2478).

Requested Exception(s) to Policy:

1. ***What provisions of the Utility Accommodation Rules (UAR) and/or ROW Utilities Manual cannot be met?***
    a. Reimbursement agreement was not executed prior to construction.

2. ***Why can't the requirements be met?***
    a. To stay ahead of the TxDOT issued all clear date of June 2026, the Town's construction project was initiated while coordination was on-going.

3. ***What provisions <u>can</u> be met?***
    a. All others

4. **Brief description of alternative(s) considered that meet compliance, and the reason(s) for eliminating each alternative:**
    a. Alternative 1:
        i. N/A
    b. Alternative 2:
        i. N/A

5. **What are the percentage and total dollar differences between the proposed relocation cost vs. the relocation cost necessary to obtain compliance for each alternative listed above?**
    a. Alternative 1:
        i. N/A
    b. Alternative 2:
        i. N/A

6. **What project delay and consequences would result in meeting the requirements for each alternative listed above?**
    a. Alternative 1:
        i. N/A
    b. Alternative 2:
        i. N/A

Exception, if granted, will not adversely affect:

1. Any highway appurtenances (structures, roadway, lighting, storm sewer etc.).
2. Safety, design, construction, operation, maintenance or stability of the roadway facility.
3. Operation of traffic lanes due to emergency repair, service or maintenance of Utility.
4. Present use or future expansion of the roadway. Any alternative location would be contrary to the public interest.
5. Facility has the required vertical and horizontal clearances set out in the UAR.

Short narrative of why you feel this exception to policy should be approved.

While the eligibility ratio and Standard Utility Agreement details were being worked out, the Town performed the project in good faith based upon previous documentation from TxDOT that prior property rights had been received and determined to be acceptable (see attachment). This was done to allow adequate time to be completed ahead of the revised TxDOT “All Clear” date of June 2026, which was in place when construction began.

Regards,

Lindy M. Higginbotham

Lindy M. Higginbotham, P.E.
Senior Engineer, Capital Projects

DocuSign Envelope ID: 0B5A67EC-319C-4701-986D-5B15E1340227

Texas Department of Transportation

4777 US HIGHWAY 80 EAST, MESQUITE, TEXAS 75150-6642 | 214.320.6100 | WWW.TXDOT.GOV

February 10, 2021

Collin County
FM 1461: From SH 289
To CR 166
RCSJ 1973-01-018
CSJ 1973-01-015

Ms. Lindy M. Higginbotham, P.E.
Senior Engineer
Town of Prosper
2301 Ridgeview Dr., 2nd Floor
Plano, TX 75025

Dear Ms. Higginbotham:

TxDOT Dallas District recognizes the need to provide sufficient time for utilities to plan, schedule and complete relocations far enough in advance so as not to affect the timely commencement and completion of transportation facilities.

TxDOT Dallas District projects a Ready to Let date of Summer 2022 for the above referenced project, thereby providing assurance to Town of Prosper to proceed with the design of their facilities to clear the project in advance of construction. Eligible expenses related to the design and subsequent relocation will be reimbursed upon the execution of a Standard Utility Agreement and establishing an eligibility ratio by demonstrating any conflicts with the proposed construction project, and proof of prior property rights, which has been received by this office and determined to be acceptable.

I have attached a copy of the Dallas District's Standard Utility Agreement Guidelines. For any questions please contact Darla Payberah, P.E., Dallas District Utilities, Survey-SUE Supervisor at (214) 320-4436.

Sincerely,

DocuSigned by:
CD610F6E0D584EF...
John D. Hudspeth, P.E.
Director of Transportation, Planning and Development

cc: Jennifer Vorster, P.E., Collin County Area Engineer
Todd Neely., Collin County Utility Coordinator
Darla Payberah, P.E., Dallas District Utilities Supervisor

TOWN OF PROSPER
A Place Where Everyone Matters

PLANNING

To: **Mayor and Town Council**

From: **David Hoover, AICP, Director of Development Services**

Through: **Mario Canizares, Town Manager**
Chuck Ewings, Assistant Town Manager

Re: **Planned Development Ordinance for Mitchell Addition**

Town Council Meeting – June 9, 2026

Strategic Visioning Priority: Ensure the Town's Commercial Corridors are Ready for Development

---

Agenda Item:
Consider and act upon an Ordinance for a Planned Development for an Indoor Golf Simulator Facility on a part of Block 2 of the Mitchell Addition, on 0.2± acre, located on the west side of Coleman Street and 120± feet north of Fifth Street. (ZONE-25-0009)

Description of Agenda Item:
On April 28, 2026, the Town Council approved the proposed rezoning request by a vote of 6-0 (Councilmember Ray absent). An ordinance has been prepared accordingly.

Budget Impact:
There is no budgetary impact affiliated with this item.

Legal Obligations and Review:
Terrence Welch of Brown & Hofmeister, L.L.P., has approved the attached documents as to form and legality.

Attached Documents:
1. Ordinance
2. Ordinance Exhibits

Town Staff Recommendation:
Town Staff recommend the Town Council approve an Ordinance for a Planned Development for an Indoor Golf Simulator Facility on a part of Block 2 of the Mitchell Addition, on 0.2± acre, located on the west side of Coleman Street and 120± feet north of Fifth Street.

Proposed Motion:
I move to approve/deny an Ordinance for a Planned Development for an Indoor Golf Simulator Facility on a part of Block 2 of the Mitchell Addition, on 0.2± acre, located on the west side of Coleman Street and 120± feet north of Fifth Street.

TOWN OF PROSPER, TEXAS **ORDINANCE NO. 2026-XX**

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF PROSPER, TEXAS, AMENDING THE ZONING ORDINANCE BY REZONING A TRACT OF LAND CONSISTING OF 0.23 ACRES MORE OR LESS, BEING A PART OF BLOCK 2 OF THE MITCHELL ADDITION, SITUATED IN THE COLLIN COUNTY SCHOOL LAND SURVEY, ABSTRACT 147, TOWN OF PROSPER, COLLIN COUNTY TEXAS, FROM SINGLE FAMILY-15 (SF-15) TO PLANNED DEVELOPMENT-137 (PD-137); PROVIDING FOR A PENALTY FOR THE VIOLATION OF THIS ORDINANCE; PROVIDING FOR REPEALING, SAVING AND SEVERABILITY CLAUSES; PROVIDING FOR AN EFFECTIVE DATE OF THIS ORDINANCE; AND PROVIDING FOR THE PUBLICATION OF THE CAPTION HEREOF.

WHEREAS, the Town Council of the Town of Prosper, Texas (the "Town Council") has investigated and determined that the Zoning Ordinance should be amended; and

WHEREAS, the Town of Prosper, Texas ("Prosper") has received a request (Case ZONE-25-0009) from Jimit Patel and Christa Patel ("Applicants"), to rezone 0.23 acres of land, more or less, situated in the Collin County School Land Survey, Abstract 147, in the Town of Prosper, Collin County, Texas, and being more particularly described in Exhibit "A-1" and Exhibit "A-2", attached hereto and incorporated herein for all purposes; and

WHEREAS, the Town Council has investigated into and determined that the facts contained in the request are true and correct; and

WHEREAS, all legal notices required for rezoning have been given in the manner and form set forth by law, and public hearings have been held on the proposed rezoning and all other requirements of notice and completion of such zoning procedures have been fulfilled; and

WHEREAS, the Town Council has further investigated into and determined that it will be advantageous and beneficial to Prosper and its inhabitants to rezone this property as set forth below.

NOW, THEREFORE, BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF PROSPER, TEXAS, THAT:

SECTION 1

Findings Incorporated. The findings set forth above are incorporated into the body of this Ordinance as if fully set forth herein.

SECTION 2

Amendment to the Town's Zoning Ordinance. The Town's Zoning Ordinance is amended as follows: The zoning designation of the below described property containing 0.23 acres of land, more or less, in the Collin County School Land Survey, Abstract No. 147, Town of Prosper, Collin County, Texas, and all streets, roads, and alleyways contiguous and/or adjacent thereto are hereby zoned as Planned Development-52 and being more particularly described in Exhibit "A-1" and Exhibit "A-2", attached hereto and incorporated herein for all purposes as if set forth verbatim.

The development plans, standards, and uses for the Property in this Planned Development District shall conform to, and comply with (1) the Development Standards, attached hereto as Exhibit C; (2) the Conceptual Plan, attached hereto as Exhibit D; (3) the Development Schedule, attached hereto as Exhibit E; (4) the Conceptual Elevations, attached hereto as Exhibit F; (5) the Open Space Plan, attached hereto as Exhibit G, all of which are incorporated herein for all purposes as if set forth verbatim.

1. Approval of a Development Agreement, including, but not limited to, architectural building materials.

Two (2) original, official, and identical copies of the zoning exhibit map are hereby adopted and shall be filed and maintained as follows:

a. One (1) copy shall be filed with the Town Secretary and retained as an original record and shall not be changed in any manner.

b. One (1) copy shall be filed with the Building Official and shall be maintained up to date by posting thereon all changes and subsequent amendments for observation, issuing building permits, certificates of compliance and occupancy, and enforcing the zoning ordinance. Reproduction for information purposes may from time-to-time be made of the official zoning district map.

SECTION 3

No Vested Interest/Repeal. No developer or property owner shall acquire any vested interest in this Ordinance or in any other specific regulations contained herein. Any portion of this Ordinance may be repealed by the Town Council in the manner provided for by law.

SECTION 4

Unlawful Use of Premises. It shall be unlawful for any person, firm, or corporation to make use of said premises in some manner other than as authorized by this Ordinance, and shall be unlawful for any person, firm, or corporation to construct on said premises any building that is not in conformity with the permissible uses under this Zoning Ordinance.

SECTION 5

Penalty. Any person, firm, corporation, or business entity violating this Ordinance or any provision of Prosper's Zoning Ordinance, as amended, shall be deemed guilty of a misdemeanor, and upon conviction thereof shall be fined any sum not exceeding Two Thousand Dollars ($2,000.00). Each continuing day's violation under this Ordinance shall constitute a separate offense. The penal provisions imposed under this Ordinance shall not preclude Prosper from filing suit to enjoin the violation. Prosper retains all legal rights and remedies available to it pursuant to local, state, and federal law.

SECTION 6

Severability. Should any section, subsection, sentence, clause, or phrase of this Ordinance be declared unconstitutional or invalid by a court of competent jurisdiction, it is expressly provided that all remaining portions of this Ordinance shall remain in full force and effect. Prosper hereby declares that it would have passed this Ordinance, and each section,

subsection, clause, or phrase thereof irrespective of the fact that any one or more sections, subsections, sentences, clauses, and phrases be declared unconstitutional or invalid.

SECTION 7

Savings/Repealing Clause. Prosper's Zoning Ordinance, as amended, shall remain in full force and effect, save and except as amended by this or any other Ordinance. All provisions of any ordinance in conflict with this Ordinance are hereby repealed to the extent they are in conflict; but such repeal shall not abate any pending prosecution for violation of the repealed ordinance, nor shall the appeal prevent a prosecution from being commenced for any violation if occurring prior to the repealing of the ordinance. Any remaining portions of said ordinances shall remain in full force and effect.

SECTION 8

Effective Date. This Ordinance shall become effective from and after its adoption and publications as required by law.

DULY PASSED, APPROVED, AND ADOPTED BY THE TOWN COUNCIL OF THE TOWN OF PROSPER, TEXAS, ON THE 9TH DAY OF JUNE, 2026.

_____
David F. Bristol, Mayor

ATTEST:

_____
Michelle Lewis Sirianni, Town Secretary

APPROVED AS TO FORM AND LEGALITY:

_____
Terrence S. Welch, Town Attorney

AMERICAN MERIDIAN, LLC
Surveying + 3D Scanning

DESCRIPTION OF
0.231 ACRES OR 10,077 SQ FT.

LEGAL DESCRIPTION:

BEING A 0.231 ACRE TRACT OF LAND SITUATED IN THE COLLIN COUNTY SCHOOL LAND SURVEY, ABSTRACT NUMBER 147, COLLIN COUNTY, TEXAS AND BEING ALL OF THAT TRACT CONVEYED TO LIBRADO PEREZ ET UX IN VOLUME 1088, PAGE 625 OF THE DEED RECORDS OF COLLIN COUNTY,TEXAS AND BEING A PART OF BLOCK 2 OF THE MITCHELL ADDITION RECORDED IN VOLUME 107, PAGE 588 OF THE PLAT RECORDS OF COLLIN COUNTY, TEXAS AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A 1/2" SQUARE TUBING FOUND IN THE WEST LINE OF NORTH COLEMAN STREET (A VARIABLE WIDTH RIGHT-OF-WAY) FOR THE SOUTHEAST CORNER OF SAID 0.231 ACRE TRACT, ALSO BEING THE NORTHEAST CORNER OF LOT 3R OF THE MITCHELL ADDITION, AN ADDITION TO THE TOWN OF PROSPER, COLLIN COUNTY, TEXAS AS RECORDED IN VOLUME 5816, PAGE 2443 OF THE PLAT RECORDS OF COLLIN COUNTY, TEXAS AND HAVING A TEXAS COORDINATE SYSTEM OF 1983, NORTH CENTRAL ZONE, U.S. SURVEY FOOT GRID COORDINATE VALUE OF **N: 7137363.98, E: 2487533.21 FEET** FOR REFERENCE, FROM WHICH A 1/2" SQUARE TUBING FOUND FOR THE SOUTHEAST CORNER OF SAID LOT 3R BEARS S 00°03'00" E, A DISTANCE OF 98.71 FEET;

THENCE FROM SAID POINT OF BEGINNING, DEPARTING THE WEST LINE OF NORTH COLEMAN STREET, S 89°52'01" W, PASSING THE NORTHWEST CORNER OF SAID LOT 3R AT A DISTANCE OF 134.08 FEET AND CONTINUING IN ALL A DISTANCE OF 136.28 FEET TO A 1/2" IRON ROD FOUND FOR THE SOUTHWEST CORNER OF SAID 0.231 ACRE TRACT, ALSO BEING THE SOUTHEAST CORNER OF A TRACT OF LAND CONVEYED TO JAMES SARTIN ET UX UNDER INSTRUMENT NUMBER 19960213000117320 OF THE OFFICIAL PUBLIC RECORDS OF COLLIN COUNTY, TEXAS;

THENCE, GENERALLY WITH A WOOD FENCE, N 03°36'16" W, PASSING A 2.5" GALVANIZED POST AT A DISTANCE OF 71.16 FEET AND CONTINUING IN ALL A DISTANCE OF 72.13 FEET TO A POINT IN A TREE IN THE SOUTH LINE OF A 10 FOOT ALLEY FOR THE NORTHWEST CORNER OF SAID 0.231 ACRE TRACT, ALSO BEING THE NORTHEAST CORNER OF SAID SARTIN TRACT, FROM WHICH A 1/2" IRON ROD FOUND IN THE NORTH LINE OF SAID 10 FOOT ALLEY BEARS N 42°27'59" W, A DISTANCE OF 13.38 FEET;

THENCE, WITH THE SOUTH LINE OF SAID 10 FOOT ALLEY, N 89°09'46" E, A DISTANCE OF 140.30 FEET TO A 1/2" IRON ROD FOUND IN THE WEST LINE OF NORTH COLEMAN STREET FOR THE NORTHEAST CORNER OF SAID 0.231 ACRE TRACT, ALSO BEING THE SOUTHEAST CORNER OF SAID 10 FOOT ALLEY, FROM WHICH A 1/2" IRON ROD FOUND FOR THE NORTHEAST CORNER OF SAID 10 FOOT ALLEY BEARS N 00°24'36" W, A DISTANCE OF 10.00 FEET;

THENCE, WITH THE WEST LINE OF NORTH COLEMAN STREET, S 00°24'36" E, A DISTANCE OF 73.72 FEET TO THE **POINT OF BEGINNING**, CONTAINING 0.231 ACRES OR 10,077 SQ. FEET OF LAND, MORE OR LESS.

STATE OF TEXAS
REGISTERED
GARRETT JAMES SMELKER
6870
PROFESSIONAL
LAND SURVEYOR

I HEREBY STATE THAT THIS SURVEY WAS
PERFORMED UNDER MY DIRECT SUPERVISION
SURVEY DATE: 05-18-2023

05/18/2023

GARRETT JAMES SMELKER
REGISTERED PROFESSIONAL LAND SURVEYOR
TEXAS REGISTRATION NO. 6870

Exhibit A-1
0.231 ACRE TRACT
BEING PART OF BLOCK 2, MITCHELL ADDITION,
SITUATED IN THE COLLIN COUNTY SCHOOL LAND SURVEY,
ABSTRACT NO. 147,
TOWN OF PROSPER, COLLIN COUNTY, TEXAS
5/18/2023

LEGEND

- MONUMENT – TYPE AS NOTED
- POINT FOR CORNER
- BOUNDARY LINE
- EASEMENT
- LOT LINE
- DEED LINE
- PIPE FENCE
- CHAIN LINK FENCE
- WOOD FENCE
- OHW — OVERHEAD WIRES
- UTILITY POLE
- P.R.C.C.T. — PLAT RECORDS COLLIN COUNTY TEXAS
- D.R.C.C.T. — DEED RECORDS COLLIN COUNTY TEXAS
- R.P.R.C.C.T. — REAL PROPERTY RECORDS COLLIN COUNTY TEXAS
- O.P.R.C.C.T. — OFFICIAL PUBLIC RECORDS COLLIN COUNTY TEXAS
- AREA OF DISCREPANCY

LEGAL DESCRIPTION:

BEING A 0.231 ACRE TRACT OF LAND SITUATED IN THE COLLIN COUNTY SCHOOL LAND SURVEY, ABSTRACT NUMBER 147, COLLIN COUNTY, TEXAS AND BEING ALL OF THAT TRACT CONVEYED TO LIBRADO PEREZ ET UX IN VOLUME 1088, PAGE 625 OF THE DEED RECORDS OF COLLIN COUNTY,TEXAS AND BEING A PART OF BLOCK 2 OF THE MITCHELL ADDITION RECORDED IN VOLUME 107, PAGE 588 OF THE PLAT RECORDS OF COLLIN COUNTY, TEXAS AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

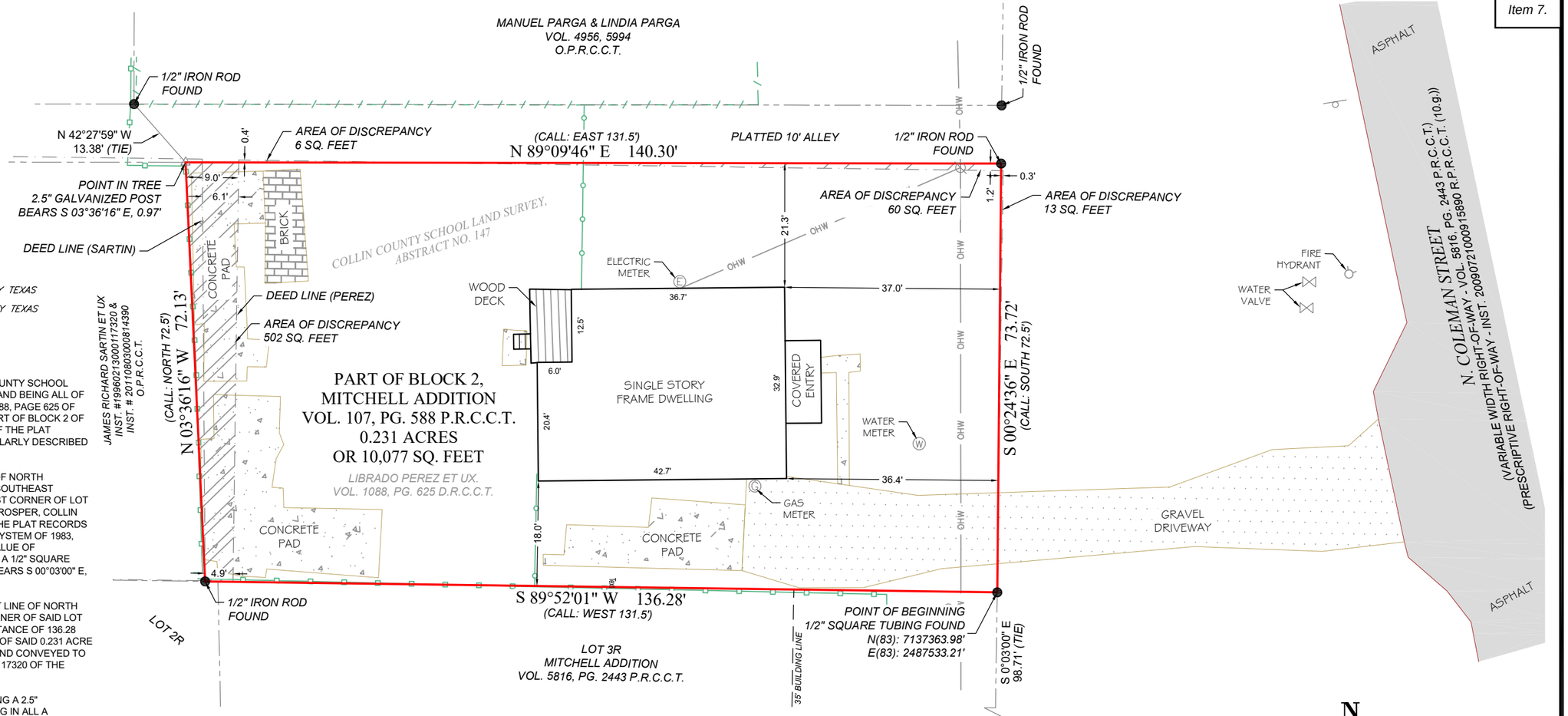
BEGINNING AT A 1/2" SQUARE TUBING FOUND IN THE WEST LINE OF NORTH COLEMAN STREET (A VARIABLE WIDTH RIGHT-OF-WAY) FOR THE SOUTHEAST CORNER OF SAID 0.231 ACRE TRACT, ALSO BEING THE NORTHEAST CORNER OF LOT 3R OF THE MITCHELL ADDITION, AN ADDITION TO THE TOWN OF PROSPER, COLLIN COUNTY, TEXAS AS RECORDED IN VOLUME 5816, PAGE 2443 OF THE PLAT RECORDS OF COLLIN COUNTY, TEXAS AND HAVING A TEXAS COORDINATE SYSTEM OF 1983, NORTH CENTRAL ZONE, U.S. SURVEY FOOT GRID COORDINATE VALUE OF **N: 7137363.98, E: 2487533.21 FEET** FOR REFERENCE, FROM WHICH A 1/2" SQUARE TUBING FOUND FOR THE SOUTHEAST CORNER OF SAID LOT 3R BEARS S 00°03'00" E, A DISTANCE OF 98.71 FEET;

THENCE FROM SAID POINT OF BEGINNING, DEPARTING THE WEST LINE OF NORTH COLEMAN STREET, S 89°52'01" W, PASSING THE NORTHWEST CORNER OF SAID LOT 3R AT A DISTANCE OF 134.08 FEET AND CONTINUING IN ALL A DISTANCE OF 136.28 FEET TO A 1/2" IRON ROD FOUND FOR THE SOUTHWEST CORNER OF SAID 0.231 ACRE TRACT, ALSO BEING THE SOUTHEAST CORNER OF A TRACT OF LAND CONVEYED TO JAMES SARTIN ET UX UNDER INSTRUMENT NUMBER 19960213000117320 OF THE OFFICIAL PUBLIC RECORDS OF COLLIN COUNTY, TEXAS;

THENCE, GENERALLY WITH A WOOD FENCE, N 03°36'16" W, PASSING A 2.5" GALVANIZED POST AT A DISTANCE OF 71.16 FEET AND CONTINUING IN ALL A DISTANCE OF 72.13 FEET TO A POINT IN A TREE IN THE SOUTH LINE OF A 10 FOOT ALLEY FOR THE NORTHWEST CORNER OF SAID 0.231 ACRE TRACT, ALSO BEING THE NORTHEAST CORNER OF SAID SARTIN TRACT, FROM WHICH A 1/2" IRON ROD FOUND IN THE NORTH LINE OF SAID 10 FOOT ALLEY BEARS N 42°27'59" W, A DISTANCE OF 13.38 FEET;

THENCE, WITH THE SOUTH LINE OF SAID 10 FOOT ALLEY, N 89°09'46" E, A DISTANCE OF 140.30 FEET TO A 1/2" IRON ROD FOUND IN THE WEST LINE OF NORTH COLEMAN STREET FOR THE NORTHEAST CORNER OF SAID 0.231 ACRE TRACT, ALSO BEING THE SOUTHEAST CORNER OF SAID 10 FOOT ALLEY, FROM WHICH A 1/2" IRON ROD FOUND FOR THE NORTHEAST CORNER OF SAID 10 FOOT ALLEY BEARS N 00°24'36" W, A DISTANCE OF 10.00 FEET;

THENCE, WITH THE WEST LINE OF NORTH COLEMAN STREET, S 00°24'36" E, A DISTANCE OF 73.72 FEET TO THE **POINT OF BEGINNING**, CONTAINING 0.231 ACRES OR 10,077 SQ. FEET OF LAND, MORE OR LESS.





To: FIRST NATIONAL TITLE INSURANCE COMPANY, CAPITAL TITLE, JIMIT PATEL, CHRISTINA PATEL, ENDEAVOR CAPITAL, LLC, LIBRADO PEREZ AND MARIA PEREZ, The undersigned does hereby certify that the field notes hereon represent the results of a survey made on the ground under my direction and supervision and that the property legally described hereon is correct and that there are no visible discrepancies, conflicts, encroachments, overlapping of improvements, easements or right-of -way, except as shown hereon, the lines and dimensions of said property being as indicated. This survey is based on deeds, easements and/or recorded plats and other records when furnished by the client or the clients representative, as well as significant and visible monuments found on the subject property and adjacent properties, field measurements and evidence of boundaries found on the ground. However, this certification is not a representation of warranty of title or guarantee of ownership. This survey was performed exclusively for the above mentioned parties. USE OF THIS SURVEY FOR ANY OTHER PURPOSE OR BY OTHER PARTIES SHALL BE AT THEIR RISK AND THE UNDERSIGNED IS NOT RESPONSIBLE FOR ANY LOSS RESULTING THEREFROM.

I HEREBY STATE THAT THIS SURVEY WAS
PERFORMED UNDER MY DIRECT SUPERVISION
SURVEY DATE: 05-18-2023

05/18/2023

GARRETT JAMES SMELKER
REGISTERED PROFESSIONAL LAND SURVEYOR
TEXAS REGISTRATION NO. 6870

Research of Easements by this Surveyor was limited to a Title Policy Prepared by First National Title Insurance Company, GF No. 23-735867-WB, Effective Date: April 26, 2023, 8:00 am and Issued May 3, 2023, 8:00 am.

Schedule B item:

10.e. Right of Way Easement executed by R.L. Mitchell etux to Texas Power and Light Company, dated June 8, 1936, filed October 9, 1936, recorded in Volume 305, Page 555, Real Property Records, Collin County, Texas.
DOES APPEAR TO AFFECT (BLANKET IN NATURE)

10.f. Right of Way Easement executed by Mrs. Anna Gregory to Texas Power and Light Company, dated June 8, 1936, filed October 9, 1936, recorded in Volume 305, Page 547, Real Property Records, Collin County, Texas.
DOES NOT APPEAR TO AFFECT

10.g. Terms and provisions of Quitclaim Deed Agreement by and between Rick Perry, Governor of the State of Texas and Town of Prosper, Texas dated July 10, 2009, filed July 21, 2009, recorded in CC#20090721000915890, Real Property Records, Collin County, Texas.
AS SHOWN ON SURVEY

NOTES:

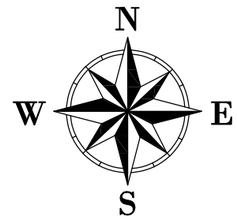
1.) BEARINGS, COORDINATES, DISTANCE AND AREA SHOWN HEREON ARE GRID BASED ON THE TEXAS COORDINATE SYSTEM OF 1983, NORTH CENTRAL ZONE, U.S. SURVEY FOOT, AS DETERMINED BY GPS OBSERVATIONS USING THE ALLTERRA CENTRAL VRS NETWORK.

2.) THIS SURVEY IS BASED ON OWNERSHIP AND EASEMENT INFORMATION PROVIDED BY CLIENT, SURVEYOR DID NOT ABSTRACT SUBJECT TRACT AND THERE MAY BE EASEMENTS OR OTHER ENCUMBRANCES THAT AFFECT THE SUBJECT TRACT THAT ARE NOT SHOWN HEREON.

3.) ADDRESS OF SUBJECT PARCEL: 207 N COLEMAN ST, PROSPER, TX 75078

4.) SUBJECT TRACT LIES WITHIN FLOOD ZONE 'X' OF THE FEDERAL EMERGENCY MANAGEMENT AGENCY'S FLOOD INSURANCE RATE MAPS ACCORDING TO MAP NUMBER 48085C0235J EFFECTIVE ON 06/02/2009.

5.) INSTRUMENT OF RECORD: DEED RECORDED IN VOLUME 1088, PAGE 625 OF THE DEED RECORDS OF COLLIN COUNTY, TEXAS ON DECEMBER 29, 1977.



20 10 0 20 40

SCALE: 1" = 20'

PROJECT NO. 230530

AMERICAN MERIDIAN, LLC
Surveying + 3D Scanning
TBPELS FIRM# 10194663
2012 E. Randol Mill Rd, Suite 213
Arlington, Texas 76011
(817) 948-2667
Info@americanmeridianllc.com

SURVEY PLAT OF
A 0.231 ACRE TRACT,
BEING PART OF BLOCK 2, MITCHELL ADDITION,
SITUATED IN THE COLLIN COUNTY SCHOOL LAND SURVEY, ASBTRACT NO. 147,
TOWN OF PROSPER, COLLIN COUNTY, TEXAS
VOLUME 107, PAGE 588 P.R.C.C.T.

Zone 25-0009
Exhibit B

Letter of Intent – Proposed Development

Owners: Christa and Jimit Patel
Address: 207 N Coleman St. Prosper TX, 77078
Current Zoning: Residential Single Family (SF-15)
Proposed Zoning: Recreational

Reference: 207 N. Coleman St Prosper, TX 75078

Project Description:
Owners (Christa and Jimit) purchased the home to bring a business to the Prosper downtown to contribute to the Prosper downtown charm.

The current home will be renovated, and additional square footage will be added to the home.

Proposal: Renovate, and add to the existing structure to create a golf simulator business.

- Business Model
    - Patrons purchase a monthly membership to access the building.
        - They can book the time they would like to use the bays.
        - Booking will be done via Trackman software (Trackman is the golf simulator) on an app or website.
        - Time before and after will be factored in for the booking to ensure parking is not a concern.
        - Once the member books a time, they will be sent a code to access the building, the code is only valid for the time they have a reservation and will not be able to access the building outside those times – thus further alleviating any parking concerns as we would only have 4 members at a time (if fully booked) – Access provided an access control panel.
    - Members will not be able to bring friends, hence alleviating the concerns of having more than one person at a bay.
        - This will be regulated by a signed membership contract.
- 4 simulator bays
    - Each take about 500 Sq ft of space.
- Bathroom/Office/Hallway and Entry space to contribute to about 800 Sq ft.

Building: 2,992 Sq Ft

Proposed uses: Recreational

Parking: 6 parking spots (1.5 parking spaces per golf simulator)

Submitted by:
Christa and Jimit Patel

ZONE 25-0009

Exhibit C
Development Standards

This tract shall develop under the regulation of the Downtown Retail (DTR) District as outlined in the Town's Zoning Ordinance as it exists or may be amended with the following conditions:

1.0 Permitted Uses
1.1 The permitted land use within this Planned Development District is as follows:

- Golf Simulator
    - Business Model
        - Patrons purchase a monthly membership to access the building
            - They can book the time they would like to use the bays
            - Booking will be done via Trackman software (Trackman is the golf simulator) on an app or website.
            - Time before and after will be factored in for the booking to ensure parking is not a concern
            - Once the member books a time, they will be sent a code to access the building, the code is only valid for the time they have a reservation and will not be able to access the building outside those times – thus further alleviating any parking concerns as we would only have 4 members at a time (if fully booked) – Access provided an access control panel, pictured below (Image A)
    - 4 simulator bays
        - Each take about 500 Sq ft of space
    - Bathroom/Office/Hallway and Entry space to contribute to about 800 Sq ft

2.0 Open Space
2.1 The open space requirements within this Planned Development District are as follows:

- 7% of open space required
- Open Space Plan provided to show how this would be calculated

3.0 Architectural Standards
3.1 The architectural standards within this Planned Development District are as follows:

- Exterior elevations shall be submitted to the Planning Division and are subject to the approval of the Director of Development Services or his/her designee. All construction must have an approved facade plan before issuance of a building permit.
- The primary building material will be fiber cement siding.
- Awnings will be architectural materials that complement the building such as metal roof or shingle.
- Color will be Sherwin Williams Cascades or similar (See Color and Inspiration on Exhibit F)

Image A:

Pin Pad for Door Access

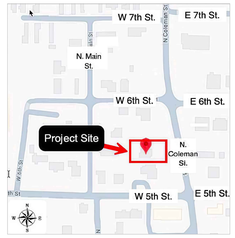


0 5ft 10ft 20ft

213 COLEMAN ST.

206 MAIN ST.

PROJECT LOCATION



NORTH SIDE (213 Coleman): A (Residential Single-family)
EAST SIDE (100/102 Coleman): B (Residential Duplex)
EAST SIDE (103 Coleman): F1 (Commercial - Real)
SOUTH SIDE (203 Coleman): F1 (Commercial - Real)
SOUTHWEST (112 Fifth): A (Residential Single-family)
WEST (206 Main): A (Residential Single-family)
NORTHWEST (208 Main): A (Residential Single-family)

85' ROW

8' X 22' PARALELL PARKING (TYPICAL)

10' SIDEWALK

NORTH COLEMAN STREET

5' MEDIAN

20' RIGHT OF WAY CENTERED ON EXISTING ALLEY

5' FUTURE ALLEY WAY

EXISTING 10' ALLEY

FUTURE USE

OH

2'
5'
14'-11"
24' DRIVEWAY
2'

FIRE LANE

15'

N 80°09'46" E 140.30'

SETBACK

PROPERTY LINE

15' WIDE DRIVE

DRIVEWAY

15'-2¾"
5'
20'
24'
5'
87'-10"

5 FEET REQUIRED LANDSCAPE PERIMETER

4'-5¼"
5'
LANDSCAPE AREA

5'-1½"
5'-8½"
12'-1½"
22' CONCRETE PATH
10'-10½"

8'-1¾"
PARKING SPOT
PARKING SPOT
PARKING SPOT
ADA PARKING SPOT

SETBACK
PROPERTY LINE
9'
9'
9'
8'
8'
9'
5'
SETBACK

DRIVEWAY

ADA RAMP
22' CONCRETE PATH
22' CONCRETE PATH

ACCESSIBLE ROUTE TO BUILDING

PROPOSED 2,282 SQFT BUILDING

44'
22'

5 FEET REQUIRED LANDSCAPE PERIMETER

9'-10¾"
3'-10¾"
68'

PARKING SPOT
17'-1¾"
9'

5' SETBACK
SETBACK
18'-11"

5'
20'
24'
20'
62'-2¼"

5'-0¼"
5 FEET REQUIRED LANDSCAPE PERIMETER

PROPERTY LINE
S 89°52'01"W 136.28'
SETBACK

N03°36'16"W 72.13'

S 00°24'36"E 73.72'

FIRE HYDRANT
WATER VALVE

9'
10' SIDEWALK
8' X 22' PARALELL PARKING (TYPICAL)

VARIABLE WIDTH RIGHT OF WAY

5'-0" SETBACK

1
117

203 COLEMAN ST.

SITE DATA SUMMARY TABLE

CURRENT ZONING: Residential Single Family (SF-15)
PROPOSED ZONING: Planned Development
PROPOSED USE: Self Simulator
LOT AREA= 10,077 SQFT
GROSS BUILDING AREA = 2,282 SQFT
BUILDING HEIGHT = 331.5' (1 Story)
LOT COVERAGE = 20.7%
FLOOR AREA RATIO = 0.227:1
PARKING REQUIRED (1.5 Space per Simulator Bay) = 6 Spaces
PARKING PROVIDED = 6 Spaces
HANDICAP PARKING SPACES REQUIRED = 1 Space
HANDICAP PARKING SPACES PROVIDED = 1 Space
IMPERVIOUS SURFACE AREA = 6767 SQFT
OPEN SPACE REQUIRED = 7% - 705 SQFT
OPEN SPACE PROVIDED = 11.03% - 1,117.4 SQFT
LANDSCAPE AREA = 1981.1 SQFT

EXHIBIT D
ZONE-25-0009
0.231 ACRE TRACT
BEING PART OF BLOCK 2,
MITCHELL ADDITION,
SITUATED IN THE COLLIN
COUNTY SCHOOL LAND SURVEY,
ABSTRACT NO. 147,
TOWN OF PROSPER, COLLIN
COUNTY, TEXAS

207 N Coleman St, Prosper, TX 75078

DRAWING
ALTA

DATE
FEBRUARY 2026

SCALE
1" = 10'

ZONE 25-0009

Exhibit E
Development Schedule

After the zoning approval, we anticipate the following development timeline:

3 months – Development Plan and Building Plan Approvals

4-6 months – Construction

12 months – Complete Project

We are eager to get this development moving quickly to add to the Prosper downtown charm and bring in Prosper residents and residents from neighboring towns to explore and engage in all of what Prosper has to offer.



EXHIBIT F
ZONE-25-0009
0.231 ACRE TRACT
BEING PART OF BLOCK 2, MITCHELL ADDITION,
SITUATED IN THE COLLIN COUNTY SCHOOL LAND SURVEY,
ABSTRACT NO. 147,
TOWN OF PROSPER, COLLIN COUNTY, TEXAS

207 N Coleman St, Prosper, TX 75078

DRAWING
FRONT/EAST ELEVATION

DATE
JANUARY 2026

SCALE
3/8" = 1'-0"

PG.1



EXHIBIT F
ZONE-25-0009
0.231 ACRE TRACT
BEING PART OF BLOCK 2, MITCHELL ADDITION,
SITUATED IN THE COLLIN COUNTY SCHOOL LAND SURVEY,
ABSTRACT NO. 147,
TOWN OF PROSPER, COLLIN COUNTY, TEXAS

207 N Coleman St, Prosper, TX 75078

DRAWING
REAR/WEST ELEVATION

DATE
JANUARY 2026

SCALE
3/8" = 1'-0"

PG.2

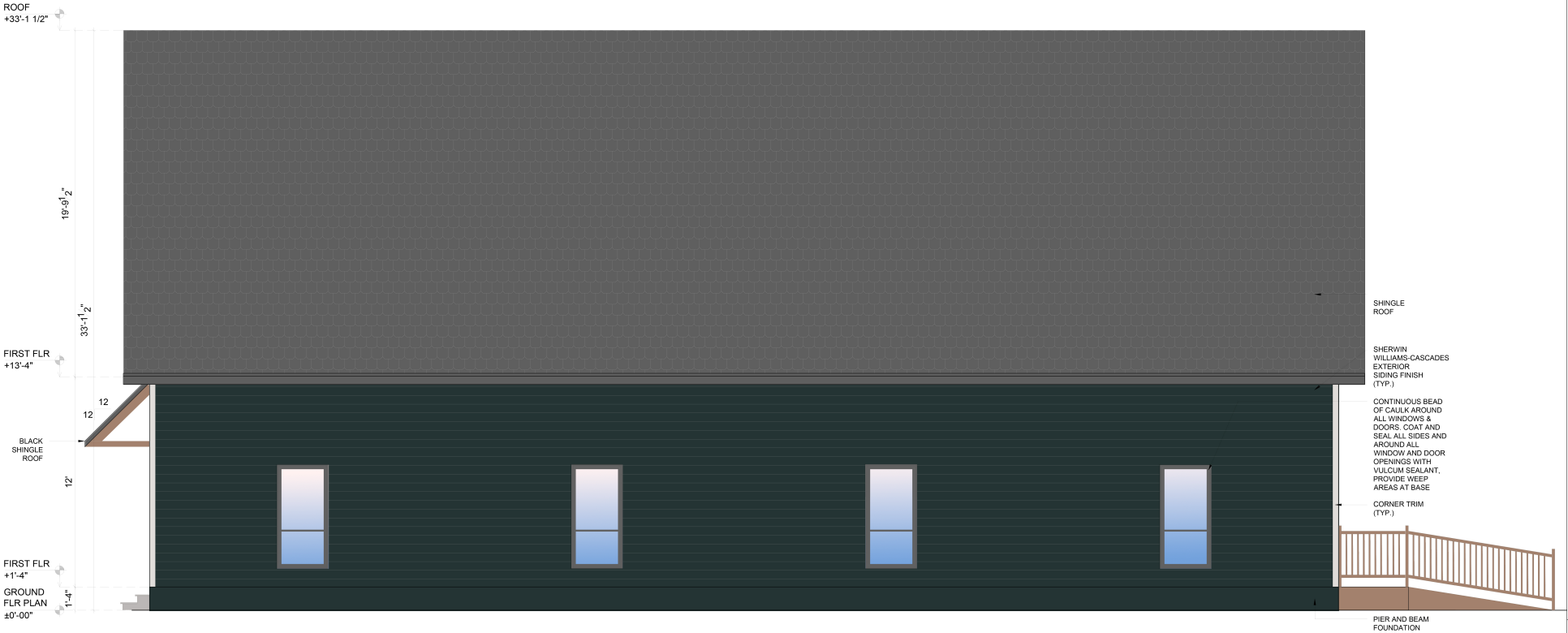


EXHIBIT F
ZONE-25-0009
0.231 ACRE TRACT
BEING PART OF BLOCK 2, MITCHELL ADDITION,
SITUATED IN THE COLLIN COUNTY SCHOOL LAND SURVEY,
ABSTRACT NO. 147,
TOWN OF PROSPER, COLLIN COUNTY, TEXAS

207 N Coleman St, Prosper, TX 75078

DRAWING
NORTH SIDE ELEVATION

DATE
JANUARY 2026

SCALE
3/8" = 1'-0"

PG.3

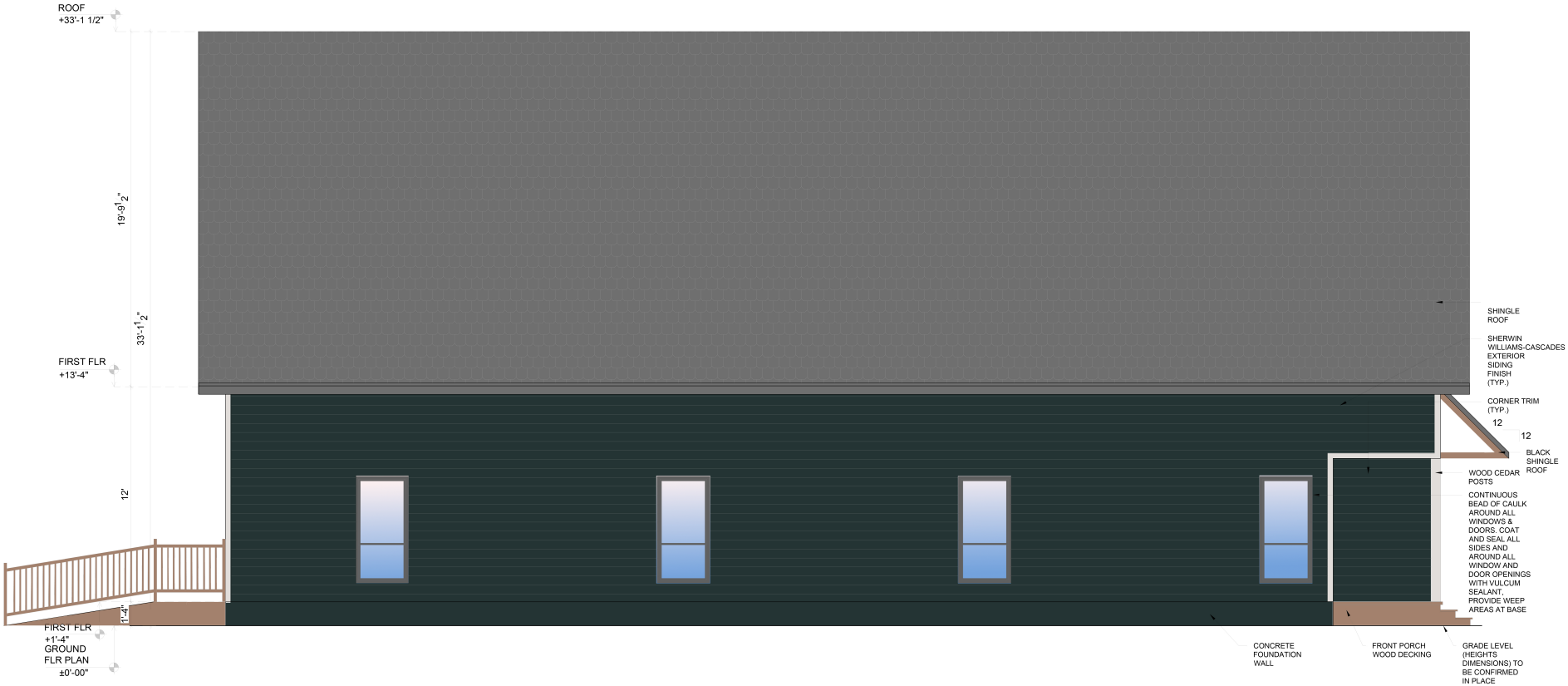


EXHIBIT F
ZONE-25-0009
0.231 ACRE TRACT
BEING PART OF BLOCK 2, MITCHELL ADDITION,
SITUATED IN THE COLLIN COUNTY SCHOOL LAND SURVEY,
ABSTRACT NO. 147,
TOWN OF PROSPER, COLLIN COUNTY, TEXAS

207 N Coleman St, Prosper, TX 75078

DRAWING
SOUTH SIDE ELEVATION

DATE
JANUARY 2026

SCALE
3/8" = 1'-0"

PG.4

Color Inspiration for Building (Sherwin Williams -Cascades or Similiar)



Shingle Color Options:



EXHIBIT F
ZONE-25-0009
0.231 ACRE TRACT
BEING PART OF BLOCK 2, MITCHELL ADDITION,
SITUATED IN THE COLLIN COUNTY SCHOOL LAND SURVEY,
ABSTRACT NO. 147,
TOWN OF PROSPER, COLLIN COUNTY, TEXAS

207 N Coleman St, Prosper, TX 75078

COLOR INSPIRATION

DATE
JANUARY 2026

SCALE
3/8" = 1'-0"

PG.5

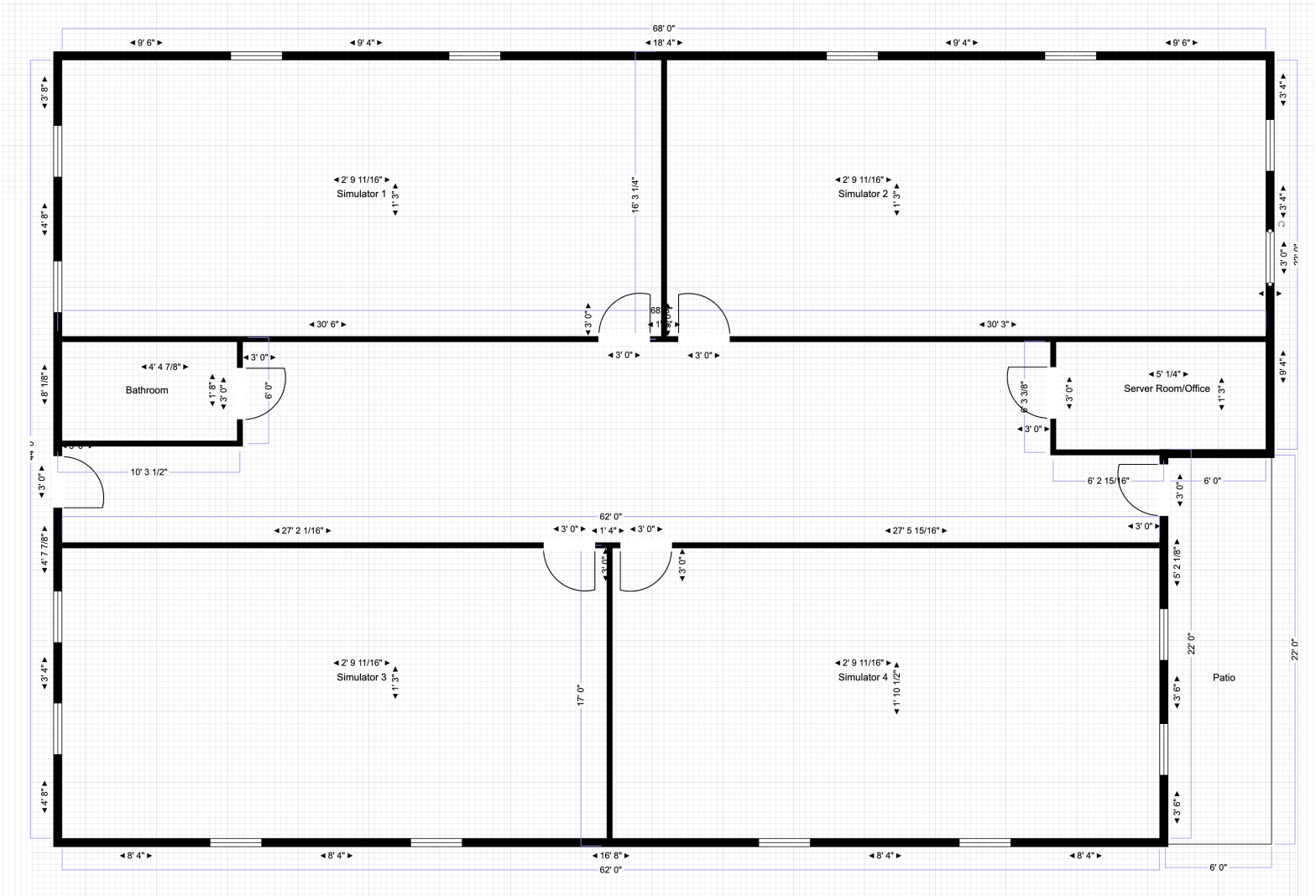


EXHIBIT F
ZONE-25-0009
0.231 ACRE TRACT
BEING PART OF BLOCK 2, MITCHELL ADDITION,
SITUATED IN THE COLLIN COUNTY SCHOOL LAND SURVEY,
ABSTRACT NO. 147,
TOWN OF PROSPER, COLLIN COUNTY, TEXAS

207 N Coleman St, Prosper, TX 75078

CONCEPTUAL FLOOR PLAN

DATE
JANUARY 2026

SCALE
3/8" = 1'-0"

PG.6

0 5ft 10ft 20ft

OPEN SPACE
1117.4 SQFT

LANDSCAPING
1961.1 SQFT

10'
SIDEWALK

8' X 22'
PARALELL
PARKING
(TYPICAL)

NORTH COLEMAN
STREET

5' MEDIAN

10'
SIDEWALK

FIRE LANE

PROPERTY LINE

DRIVEWAY

PARKING
SPOT

PARKING
SPOT

PARKING
SPOT

ADA PARKING
SPOT

PROPERTY
LINE

ADA RAMP

PROPOSED
BUILDING
2860 SQFT

SIDEWALK

PROPERTY
LINE

PARKING
SPOT

PARKING
SPOT

PROPERTY LINE

8' X 22'
PARALELL
PARKING
(TYPICAL)

8' X 22'
PARALELL
PARKING
(TYPICAL)

EXHIBIT G
ZONE-25-0009
0.231 ACRE TRACT
BEING PART OF BLOCK 2,
MITCHELL ADDITION,
SITUATED IN THE COLLIN
COUNTY SCHOOLLAND
SURVEY,
ABSTRACT NO. 147
TOWN OF PROSPER, COLLIN
COUNTY, TEXAS

207 N Coleman St, Prosper, TX 75078

DRAWING
OPEN SPACE PLAN

DATE
FEBRUARY 2026

SCALE
1" = 10'"

TOWN OF PROSPER
A Place Where Everyone Matters

PLANNING

To: **Mayor and Town Council**

From: **David Hoover, AICP, Director of Development Services**

Through: **Mario Canizares, Town Manager**
Chuck Ewings, Assistant Town Manager

Re: **Development Agreement for Mitchell Addition**

Town Council Meeting – June 9, 2026

Strategic Visioning Priority: Ensure the Town's Commercial Corridors are Ready for Development

---

Agenda Item:
Consider and act upon authorizing the Town Manager to execute a Development Agreement between Christa Patel and Jimit Patel and the Town of Prosper relative to a part of Block 2 of the Mitchell Addition, on 0.2± acre, located on the west side of Coleman Street and 120± feet north of Fifth Street. (DEVAGRE-26-0004)

Description of Agenda Item:
On April 28, 2026, the Town Council approved the proposed rezoning request by a vote of 6-0 (Councilmember Ray absent). A Development Agreement has been prepared accordingly.

Budget Impact:
There is no budgetary impact affiliated with this item.

Legal Obligations and Review:
Terrence Welch of Brown & Hofmeister, L.L.P., has approved the attached documents as to form and legality.

Attached Documents:
1. Development Agreement

Town Staff Recommendation:
Town Staff recommend the Town Council authorize the Town Manager to execute a Development Agreement between Christa Patel and Jimit Patel and the Town of Prosper relative to a part of Block 2 of the Mitchell Addition, on 0.2± acre, located on the west side of Coleman Street and 120± feet north of Fifth Street.

Proposed Motion:

I move to approve authorizing the Town Manager to execute a Development Agreement between Christa Patel and Jimit Patel and the Town of Prosper relative to a part of Block 2 of the Mitchell Addition, on 0.2± acre, located on the west side of Coleman Street and 120± feet north of Fifth Street.

MITCHELL ADDITION DEVELOPMENT AGREEMENT

THIS MITCHELL ADDITION DEVELOPMENT AGREEMENT ("Agreement") is entered into by and between the Town of Prosper, Texas ("Town"), and Jimit Patel and Christa Patel ("Developer"), individually, a "Party" and collectively, the "Parties," to be effective (the "Effective Date") on the latest date executed by a Party.

WHEREAS, the Town is a home-rule municipal corporation, located in Collin County and Denton County, Texas, organized and existing under the laws of the State of Texas; and

WHEREAS, Developer is developing a project in the Town known as Mitchell Addition ("Property"), a legal description of which Property is attached hereto as Exhibit A and incorporated by reference; and

WHEREAS, the Property was rezoned by the Town Council on or about April 28, 2026, and this Agreement seeks to incorporate, in part, the negotiated and agreed upon development standards contained in the underlying zoning ordinance, as may be amended, and/or this Development Agreement, to recognize Developer's reasonable investment-backed expectations in said development, as may be amended, and as more fully described herein.

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 Parties to this Agreement agree as follows:

1. **Development Standards.** For any structure built on the Property following the Effective Date, it shall comply with the requirements contained in Exhibit B, "Building Materials," attached hereto and incorporated herein. The Parties agree and acknowledge that the provisions of this Paragraph shall apply to any structure constructed subsequent to the execution of this Agreement. Nothing in this Agreement shall be deemed to modify or otherwise amend any zoning regulation duly adopted by the Town, previously or in the future.

2. **Covenant Running with the Land**. The terms, conditions, rights, obligations, benefits, covenants and restrictions of the provisions of this Agreement shall be deemed covenants running with the land and shall be binding upon and inure to the benefit of the Developer and its heirs, representatives, successors and assigns. This Agreement shall be deemed to be incorporated into each deed and conveyance of the Property or any portion thereof hereafter made by any other Developers of the Property, regardless of whether this Agreement is expressly referenced therein.

3. **Applicability of Town Ordinances**. Developer shall develop the Property, and construct all structures on the Property, in accordance with all applicable Town ordinances and building/construction codes.

4. **Default**. No Party shall be in default under this Agreement until notice of the alleged failure of such Party to perform has been given (which notice shall set forth in reasonable detail the nature of the alleged failure) and until such Party has been given a reasonable time to cure the alleged failure (such reasonable time determined based on the nature of the alleged failure, but in no event less than thirty (30) days after written notice of the alleged failure has been given). In addition, no Party shall be in default under this Agreement if, within the applicable cure period, the Party to whom the notice was given begins performance and thereafter diligently and continuously pursues performance until the alleged failure has been cured. If either Party is in default under this Agreement, the other Party shall have the right to enforce the Agreement in accordance with applicable law, provided, however, in no event shall any Party be liable for consequential or punitive damages

5. **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 Denton County, Texas. Exclusive venue for any action arising under this Agreement shall lie in Denton County, Texas.

6. **Notice**. Any notices required or permitted to be given hereunder (each, a "Notice") 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
250 W. First Street
Prosper, Texas 75078
Attention: Town Manager

If to Developer: Jimit and Christa Patel
1412 Ellicott Drive
Celina, TX 75009

7. **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).

8. **Entire Agreement.** This Agreement contains the entire agreement between the Parties hereto with respect to development of the Property 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.

9. **Savings/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.

10. Binding Agreement. 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, including without limitation a scanned copy sent via electronic mail by either Party.

11. Authority to Execute. This Agreement shall become a binding obligation on the Parties upon execution by all Parties 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. The Town Council hereby authorizes the Town Manager of the Town to execute this Agreement on behalf of the Town.

12. Filing in Deed Records. This Agreement, and any and all subsequent amendments to this Agreement, shall be filed in the deed records of Denton County, Texas.

13. 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 nonbinding mediation.

14. Notification of Sale or Transfer; Assignment of Agreement. Developer shall notify the Town in writing of any sale or transfer of all or any portion of the Property, within ten (10) business days of such sale or transfer. Developer has the right (from time to time without the consent of the Town, but upon written notice to the Town) to assign this Agreement, in whole or in part, and including any obligation, right, title, or interest of Developer under this Agreement, to any person or entity (an "Assignee") that is or will become a Developer of any portion of the Property or that is an entity that is controlled by or under common control with Developer. Each assignment shall be in writing executed by Developer and the Assignee and shall obligate the Assignee to be bound by this Agreement. A copy of each assignment shall be provided to the Town within ten (10) business days after execution. Provided that the successor Developer 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 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. Developer shall maintain true and correct copies of all assignments made by Developer to Assignees, including a copy of each executed assignment and the Assignee's Notice information.

15. Sovereign Immunity. The Parties agree that the Town has not waived its sovereign immunity from suit by entering into and performing its obligations under this Agreement.

16. 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.

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

18. 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.

19. Amendment. This Agreement shall not be modified or amended except in writing signed by the Parties. A copy of each amendment to this Agreement, when fully executed and recorded, shall be provided to each Party, Assignee and successor Developer of all or any part of the Property; however, the failure to provide such copies shall not affect the validity of any amendment.

20. 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.

21. Waiver of Texas Government Code § 3000.001 *et seq.* With respect to any and all Structures to be constructed on the Property pursuant to this Agreement, Developer hereby waives any right, requirement or enforcement of Texas Government Code §§ 3000.001-3000.005, as amended.

22. 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.

23. 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.

24. Exactions/Infrastructure Costs. Developer has been represented by legal counsel in the negotiation of this Agreement and been advised or has had the opportunity to have legal counsel review this Agreement and advise Developer, regarding Developer's rights under Texas and federal law. Developer hereby waives 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 are roughly proportional or roughly proportionate to the proposed development's anticipated impact. Developer specifically reserves its right to appeal the apportionment of municipal infrastructure costs in accordance with § 212.904 of the Texas Local Government Code; however, notwithstanding the foregoing, Developer hereby releases 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 requirements imposed by this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this document to be executed as of the date referenced herein.

(INTENTIONALLY LEFT BLANK)

TOWN:

THE TOWN OF PROSPER, TEXAS

By: _____
Name: Mario Canizares
Title: Town Manager, Town of Prosper

STATE OF TEXAS)
)
COUNTY OF COLLIN)

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

_____
Notary Public, State of Texas
My Commission Expires:

_____

DEVELOPER:

Christa Patel and Jimit Patel

By: Christa Patel
Name: Christa Patel

Title: Owner

By: Jimit Patel
Name: Jimit Patel

Title: Owner

STATE OF TEXAS)
)
COUNTY OF Collin)

This instrument was acknowledged before me on the 6 day of May, 2026, by Christa Patel and Jimit Patel, known to be the person(s) whose name is subscribed to the foregoing instrument, and that he executed the same on behalf of and as the act of Developer.

PATRICK MULANGALIRO
NOTARY PUBLIC
STATE OF TEXAS
NOTARY ID 134841509
MY COMM. EXP. 04-09-2028

Patricia M
Notary Public, State of Texas
My Commission Expires:
04/09/2028

EXHIBIT A-1

ZONE-25-0009

METES AND BOUNDS DESCRIPTION

AMERICAN MERIDIAN, LLC
Surveying + 3D Scanning

DESCRIPTION OF
0.231 ACRES OR 10,077 SQ FT.

LEGAL DESCRIPTION:

BEING A 0.231 ACRE TRACT OF LAND SITUATED IN THE COLLIN COUNTY SCHOOL LAND SURVEY, ABSTRACT NUMBER 147, COLLIN COUNTY, TEXAS AND BEING ALL OF THAT TRACT CONVEYED TO LIBRADO PEREZ ET UX IN VOLUME 1088, PAGE 625 OF THE DEED RECORDS OF COLLIN COUNTY,TEXAS AND BEING A PART OF BLOCK 2 OF THE MITCHELL ADDITION RECORDED IN VOLUME 107, PAGE 588 OF THE PLAT RECORDS OF COLLIN COUNTY, TEXAS AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A 1/2" SQUARE TUBING FOUND IN THE WEST LINE OF NORTH COLEMAN STREET (A VARIABLE WIDTH RIGHT-OF-WAY) FOR THE SOUTHEAST CORNER OF SAID 0.231 ACRE TRACT, ALSO BEING THE NORTHEAST CORNER OF LOT 3R OF THE MITCHELL ADDITION, AN ADDITION TO THE TOWN OF PROSPER, COLLIN COUNTY, TEXAS AS RECORDED IN VOLUME 5816, PAGE 2443 OF THE PLAT RECORDS OF COLLIN COUNTY, TEXAS AND HAVING A TEXAS COORDINATE SYSTEM OF 1983, NORTH CENTRAL ZONE, U.S. SURVEY FOOT GRID COORDINATE VALUE OF **N: 7137363.98, E: 2487533.21 FEET** FOR REFERENCE, FROM WHICH A 1/2" SQUARE TUBING FOUND FOR THE SOUTHEAST CORNER OF SAID LOT 3R BEARS S 00°03'00" E, A DISTANCE OF 98.71 FEET;

THENCE FROM SAID POINT OF BEGINNING, DEPARTING THE WEST LINE OF NORTH COLEMAN STREET, S 89°52'01" W, PASSING THE NORTHWEST CORNER OF SAID LOT 3R AT A DISTANCE OF 134.08 FEET AND CONTINUING IN ALL A DISTANCE OF 136.28 FEET TO A 1/2" IRON ROD FOUND FOR THE SOUTHWEST CORNER OF SAID 0.231 ACRE TRACT, ALSO BEING THE SOUTHEAST CORNER OF A TRACT OF LAND CONVEYED TO JAMES SARTIN ET UX UNDER INSTRUMENT NUMBER 19960213000117320 OF THE OFFICIAL PUBLIC RECORDS OF COLLIN COUNTY, TEXAS;

THENCE, GENERALLY WITH A WOOD FENCE, N 03°36'16" W, PASSING A 2.5" GALVANIZED POST AT A DISTANCE OF 71.16 FEET AND CONTINUING IN ALL A DISTANCE OF 72.13 FEET TO A POINT IN A TREE IN THE SOUTH LINE OF A 10 FOOT ALLEY FOR THE NORTHWEST CORNER OF SAID 0.231 ACRE TRACT, ALSO BEING THE NORTHEAST CORNER OF SAID SARTIN TRACT, FROM WHICH A 1/2" IRON ROD FOUND IN THE NORTH LINE OF SAID 10 FOOT ALLEY BEARS N 42°27'59" W, A DISTANCE OF 13.38 FEET;

THENCE, WITH THE SOUTH LINE OF SAID 10 FOOT ALLEY, N 89°09'46" E, A DISTANCE OF 140.30 FEET TO A 1/2" IRON ROD FOUND IN THE WEST LINE OF NORTH COLEMAN STREET FOR THE NORTHEAST CORNER OF SAID 0.231 ACRE TRACT, ALSO BEING THE SOUTHEAST CORNER OF SAID 10 FOOT ALLEY, FROM WHICH A 1/2" IRON ROD FOUND FOR THE NORTHEAST CORNER OF SAID 10 FOOT ALLEY BEARS N 00°24'36" W, A DISTANCE OF 10.00 FEET;

THENCE, WITH THE WEST LINE OF NORTH COLEMAN STREET, S 00°24'36" E, A DISTANCE OF 73.72 FEET TO THE **POINT OF BEGINNING**, CONTAINING 0.231 ACRES OR 10,077 SQ. FEET OF LAND, MORE OR LESS.

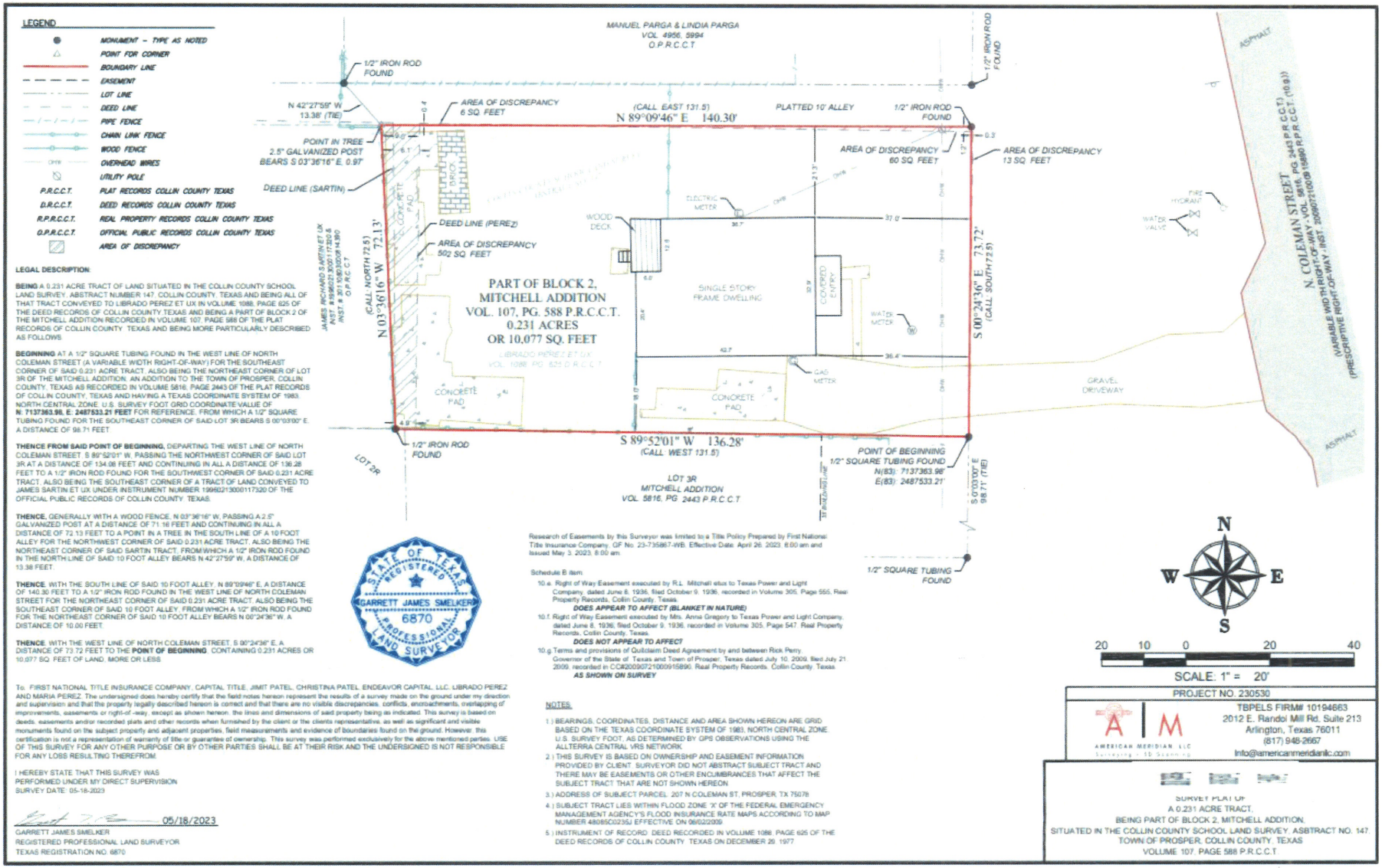
STATE OF TEXAS
REGISTERED
GARRETT JAMES SMELKER
6870
PROFESSIONAL
LAND SURVEYOR

I HEREBY STATE THAT THIS SURVEY WAS PERFORMED UNDER MY DIRECT SUPERVISION
SURVEY DATE: 05-18-2023

05/18/2023

GARRETT JAMES SMELKER
REGISTERED PROFESSIONAL LAND SURVEYOR
TEXAS REGISTRATION NO. 6870

Exhibit A-1
0.231 ACRE TRACT
BEING PART OF BLOCK 2, MITCHELL ADDITION,
SITUATED IN THE COLLIN COUNTY SCHOOL LAND SURVEY,
ABSTRACT NO. 147,
TOWN OF PROSPER, COLLIN COUNTY, TEXAS
5/18/2023



LEGAL DESCRIPTION:

BEING A 0.231 ACRE TRACT OF LAND SITUATED IN THE COLLIN COUNTY SCHOOL LAND SURVEY, ABSTRACT NUMBER 147, COLLIN COUNTY, TEXAS AND BEING ALL OF THAT TRACT CONVEYED TO LIBRADO PEREZ ET UX IN VOLUME 1088, PAGE 625 OF THE DEED RECORDS OF COLLIN COUNTY TEXAS AND BEING A PART OF BLOCK 2 OF THE MITCHELL ADDITION RECORDED IN VOLUME 107, PAGE 588 OF THE PLAT RECORDS OF COLLIN COUNTY, TEXAS AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A 1/2" SQUARE TUBING FOUND IN THE WEST LINE OF NORTH COLEMAN STREET (A VARIABLE WIDTH RIGHT-OF-WAY) FOR THE SOUTHEAST CORNER OF SAID 0.231 ACRE TRACT, ALSO BEING THE NORTHEAST CORNER OF LOT 3R OF THE MITCHELL ADDITION, AN ADDITION TO THE TOWN OF PROSPER, COLLIN COUNTY, TEXAS AS RECORDED IN VOLUME 5816, PAGE 2443 OF THE PLAT RECORDS OF COLLIN COUNTY, TEXAS AND HAVING A TEXAS COORDINATE SYSTEM OF 1983, NORTH CENTRAL ZONE, U.S. SURVEY FOOT GRID COORDINATE VALUE OF **N: 7137363.98, E: 2487533.21 FEET** FOR REFERENCE, FROM WHICH A 1/2" SQUARE TUBING FOUND FOR THE SOUTHEAST CORNER OF SAID LOT 3R BEARS S 00°03'00" E, A DISTANCE OF 98.71 FEET;

THENCE FROM SAID POINT OF BEGINNING, DEPARTING THE WEST LINE OF NORTH COLEMAN STREET, S 89°52'01" W, PASSING THE NORTHWEST CORNER OF SAID LOT 3R AT A DISTANCE OF 134.08 FEET AND CONTINUING IN ALL A DISTANCE OF 136.28 FEET TO A 1/2" IRON ROD FOUND FOR THE SOUTHWEST CORNER OF SAID 0.231 ACRE TRACT, ALSO BEING THE SOUTHEAST CORNER OF A TRACT OF LAND CONVEYED TO JAMES SARTIN ET UX UNDER INSTRUMENT NUMBER 19960213000117320 OF THE OFFICIAL PUBLIC RECORDS OF COLLIN COUNTY, TEXAS;

THENCE, GENERALLY WITH A WOOD FENCE, N 03°36'16" W, PASSING A 2.5" GALVANIZED POST AT A DISTANCE OF 71.16 FEET AND CONTINUING IN ALL A DISTANCE OF 72.13 FEET TO A POINT IN A TREE IN THE SOUTH LINE OF A 10 FOOT ALLEY FOR THE NORTHWEST CORNER OF SAID 0.231 ACRE TRACT, ALSO BEING THE NORTHEAST CORNER OF SAID SARTIN TRACT, FROM WHICH A 1/2" IRON ROD FOUND IN THE NORTH LINE OF SAID 10 FOOT ALLEY BEARS N 42°27'59" W, A DISTANCE OF 13.38 FEET;

THENCE, WITH THE SOUTH LINE OF SAID 10 FOOT ALLEY, N 89°09'46" E, A DISTANCE OF 140.30 FEET TO A 1/2" IRON ROD FOUND IN THE WEST LINE OF NORTH COLEMAN STREET FOR THE NORTHEAST CORNER OF SAID 0.231 ACRE TRACT, ALSO BEING THE SOUTHEAST CORNER OF SAID 10 FOOT ALLEY, FROM WHICH A 1/2" IRON ROD FOUND FOR THE NORTHEAST CORNER OF SAID 10 FOOT ALLEY BEARS N 00°24'36" W, A DISTANCE OF 10.00 FEET;

THENCE, WITH THE WEST LINE OF NORTH COLEMAN STREET, S 00°24'36" E, A DISTANCE OF 73.72 FEET TO THE **POINT OF BEGINNING**, CONTAINING 0.231 ACRES OR 10,077 SQ. FEET OF LAND, MORE OR LESS.

To: FIRST NATIONAL TITLE INSURANCE COMPANY, CAPITAL TITLE, JIMIT PATEL, CHRISTINA PATEL, ENDEAVOR CAPITAL, LLC, LIBRADO PEREZ AND MARIA PEREZ. The undersigned does hereby certify that the field notes hereon represent the results of a survey made on the ground under my direction and supervision and that the property legally described hereon is correct and that there are no visible discrepancies, conflicts, encroachments, overlapping of improvements, easements or right-of -way, except as shown hereon; the lines and dimensions of said property being as indicated. This survey is based on deeds, easements and/or recorded plats and other records when furnished by the client or the client's representative, as well as significant and visible monuments found on the subject property and adjacent properties, field measurements and evidence of boundaries found on the ground. However, this certification is not a representation of warranty of title or guarantee of ownership. This survey was performed exclusively for the above mentioned parties. USE OF THIS SURVEY FOR ANY OTHER PURPOSE OR BY OTHER PARTIES SHALL BE AT THEIR RISK AND THE UNDERSIGNED IS NOT RESPONSIBLE FOR ANY LOSS RESULTING THEREFROM.

I HEREBY STATE THAT THIS SURVEY WAS PERFORMED UNDER MY DIRECT SUPERVISION
SURVEY DATE: 05-18-2023

05/18/2023

GARRETT JAMES SMELKER
REGISTERED PROFESSIONAL LAND SURVEYOR
TEXAS REGISTRATION NO. 6870

STATE OF TEXAS
REGISTERED
GARRETT JAMES SMELKER
6870
PROFESSIONAL
LAND SURVEYOR

Research of Easements by this Surveyor was limited to a Title Policy Prepared by First National Title Insurance Company, GF No. 23-735867-WB, Effective Date: April 26, 2023, 8:00 am and Issued May 3, 2023, 8:00 am.

Schedule B item:

10.e. Right of Way Easement executed by R.L. Mitchell etux to Texas Power and Light Company, dated June 8, 1936, filed October 9, 1936, recorded in Volume 305, Page 555, Real Property Records, Collin County, Texas.
DOES APPEAR TO AFFECT (BLANKET IN NATURE)

10.f. Right of Way Easement executed by Mrs. Anna Gregory to Texas Power and Light Company, dated June 8, 1936, filed October 9, 1936, recorded in Volume 305, Page 547, Real Property Records, Collin County, Texas.
DOES NOT APPEAR TO AFFECT

10.g Terms and provisions of Quitclaim Deed Agreement by and between Rick Perry, Governor of the State of Texas and Town of Prosper, Texas dated July 10, 2009, filed July 21 2009, recorded in CC#20090721000915890, Real Property Records, Collin County, Texas.
AS SHOWN ON SURVEY

NOTES:

1.) BEARINGS, COORDINATES, DISTANCE AND AREA SHOWN HEREON ARE GRID BASED ON THE TEXAS COORDINATE SYSTEM OF 1983, NORTH CENTRAL ZONE, U.S. SURVEY FOOT, AS DETERMINED BY GPS OBSERVATIONS USING THE ALLTERRA CENTRAL VRS NETWORK.

2.) THIS SURVEY IS BASED ON OWNERSHIP AND EASEMENT INFORMATION PROVIDED BY CLIENT. SURVEYOR DID NOT ABSTRACT SUBJECT TRACT AND THERE MAY BE EASEMENTS OR OTHER ENCUMBRANCES THAT AFFECT THE SUBJECT TRACT THAT ARE NOT SHOWN HEREON.

3.) ADDRESS OF SUBJECT PARCEL: 207 N COLEMAN ST, PROSPER, TX 75078

4.) SUBJECT TRACT LIES WITHIN FLOOD ZONE 'X' OF THE FEDERAL EMERGENCY MANAGEMENT AGENCY'S FLOOD INSURANCE RATE MAPS ACCORDING TO MAP NUMBER 48085C0235J EFFECTIVE ON 06/02/2009.

5.) INSTRUMENT OF RECORD: DEED RECORDED IN VOLUME 1088, PAGE 625 OF THE DEED RECORDS OF COLLIN COUNTY, TEXAS ON DECEMBER 29, 1977.

PROJECT NO. 230530

AMERICAN MERIDIAN, LLC
Surveying • GIS Solutions
TBPELS FIRM# 10194663
2012 E. Randol Mill Rd. Suite 213
Arlington, Texas 76011
(817) 948-2667
Info@americanmeridianllc.com

SURVEY PLAT OF
A 0.231 ACRE TRACT,
BEING PART OF BLOCK 2, MITCHELL ADDITION,
SITUATED IN THE COLLIN COUNTY SCHOOL LAND SURVEY, ASBTRACT NO. 147
TOWN OF PROSPER, COLLIN COUNTY, TEXAS
VOLUME 107, PAGE 588 P.R.C.C.T.

ZONE-25-0009

Exhibit B

Architectural Standards

1. The architectural standards within this Planned Development District are as follows:

   • Exterior elevations shall be submitted to the Planning Division and are subject to the approval of the Director of Development Services or his/her designee. All construction must have an approved facade plan before issuance of a building permit.

   • The primary building material will be fiber cement siding.

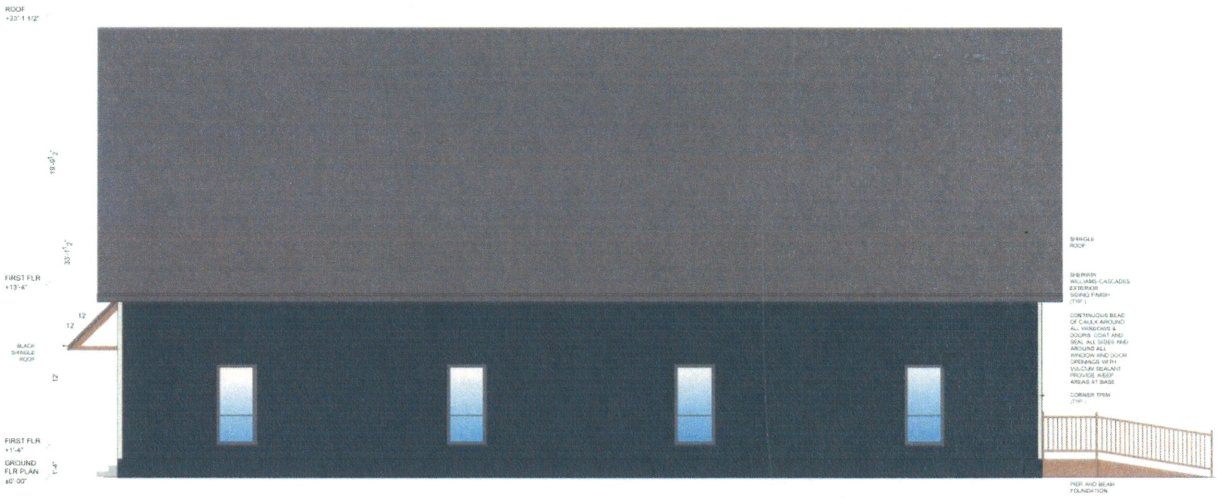
   • Awnings will be architectural materials that complement the building such as metal roof or shingle.

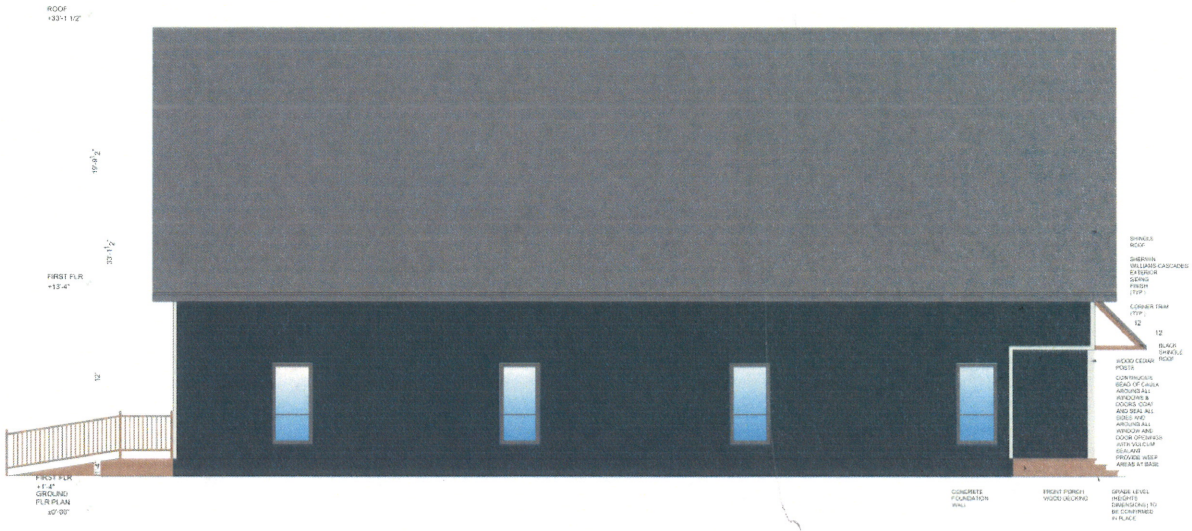
   • Color will be Sherwin Williams Cascades or similar (See Color and Inspiration on Exhibit F)

ELEVATIONS









Color Inspiration for Building (Sherwin Williams -Cascades or Similiar)



Shingle Color Options:



TOWN OF PROSPER
A Place Where Everyone Matters

PLANNING

To: **Mayor and Town Council**

From: **David Hoover, AICP, Director of Development Services**

Through: **Mario Canizares, Town Manager**
Chuck Ewings, Assistant Town Manager

Re: **Planned Development for Bella Prosper**

Town Council Meeting – June 9, 2026

Strategic Visioning Priority: 3. Commercial Corridors are ready for Development

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Agenda Item:
Conduct a Public Hearing and consider and act upon a request to rezone 61.7± acres from Agricultural and Planned Development-71 to a Planned Development allowing for Mixed-Use Development, located on the south side of First Street and 1,550± feet east of Legacy Drive. (ZONE-24-0025)

Description of Agenda Item:
The purpose of this request is to rezone the property from Agricultural and Planned Development-71 to a Planned Development allowing for mixed-use development. The Planned Development establishes two subdistricts, Neighborhood and Retail, with residential uses in one and commercial uses in the other. In the Neighborhood Subdistrict, the intent is to construct a maximum of 86 townhomes units. In the Retail Subdistrict, the intent is to have various commercial uses including childcare, hotel, office, restaurant, and retail.

Background:
On May 6, 2025, the Planning & Zoning Commission held a work session regarding this case. Additionally, on May 13, 2025, the Town Council held a work session regarding this case. The applicant made the following modifications to the proposal following the work sessions:

- Reduced the number of multifamily dwellings from 550 to 435.
- Reduced the number of townhome units from 94 to 88.
- Added curvilinear streets within the townhome section.
- Removed second hotel to accommodate more restaurants and retail near amphitheater.
- Reconfigured assisted living building and full-service hotel to face the amphitheater area.

On November 11, 2026, the Town Council tabled this case to February 24, 2026. The applicant made the following modifications to the proposal following the meeting:

- Reduction of the number of multifamily dwellings from 435 to 271.
    - Increase of amount of retail required along First Street prior to development of multifamily from 50,000 square feet to 62,550 square feet.
    - Developing multifamily in Phase Four instead of Phase Two.
    - Replacement of two multifamily buildings with an office park area.
- Increase of the number of townhome units from 88 to 116.
- Removal of the assisted living component.

On February 24, 2026, the Town Council tabled this case to June 9, 2026. The applicant has made the following modifications to the proposal following the meeting:

- Reduction of the number of multifamily dwellings from 271 to zero.
- Decrease of the number of townhome units from 116 to 86.
    - Decrease of the amount of retail required along First Street prior to development of townhomes from 62,550 square feet to 60,950 square feet.

Future Land Use Plan:
The Future Land Use Plan recommends the Dallas North Tollway District.

- The Dallas North Tollway District recommends the most intense land uses within the Town. Mixed-use development containing a mixture of office, retail, and residential uses is encouraged.

Dallas North Tollway Vision Plan:
This property is located within the Prairie Neighborhood subdistrict. In this area of the subdistrict, higher density single-family uses within an amenitized and walkable community layout based on a well landscaped street grid with pedestrian connections throughout is envisioned.

Zoning:
The property is zoned Agricultural and Planned Development-71.

Compatibility:
This zoning change would not be out of character with the existing area due to compatibility with the surrounding properties. The adjacent vacant property to the east is a Planned Development (PD-41) that allows for mixed-use development. The adjacent vacant property to the south is also in a Planned Development (PD-71); however, this property will be rezoned in the future due to part of its boundary being included in the proposed rezoning request. Additionally, the adjacent vacant property shares the same Future Land Use designation as the property in the proposed rezoning request; therefore, it should ultimately develop in a similar fashion. Lastly, the residential subdivision to the north, Star Trail, is not directly adjacent to the property as it is separated by a thoroughfare, First Street. The proposed zoning change is compatible with the current zoning districts and Future Land Use Plan designations of immediately adjacent property and the impact of residential adjacency concerns to the subdivision to the north is mitigated by the thoroughfare between the properties.

The zoning and land use of the surrounding properties are as follows:

	Zoning	Current Land Use	Future Land Use Plan
Subject Property	Agricultural and Planned Development-71	Vacant	Dallas North Tollway District
North	Planned Development-66 (Star Trail)	Single-Family Residential	Medium Density Residential
East	Planned Development-41 (Multifamily)	Vacant	Dallas North Tollway District
South	Planned Development-71 (Single Family-10)	Vacant	Dallas North Tollway District
West	Commercial	Community Center (Children's Hunger Fund)	Retail & Neighborhood Services

NEIGHBORHOOD SUBDISTIRCT

District Regulations:
The Neighborhood Subdistrict allows for residential use within this Planned Development. The Neighborhood Subdistrict has standards for townhome development.

Townhome District

In comparison with the Zoning Ordinance standards, the front setback for townhomes will be reduced by five feet from 25 feet to 20 feet while the rear setback will be increased by five feet from 20 feet to 25 feet. Additionally, the maximum height for townhomes will be increased by five feet from 40 feet to 45 feet and the maximum lot coverage will be increased by 15% from 55% to 70%.

The district regulations for townhomes within the Planned Development compared to the regulations in the Townhome District in the Zoning Ordinance are shown below.

	Proposed Regulations (Townhome District)	Townhome District Regulations (Zoning Ordinance)
Maximum Permitted Density	**Units Per Acre:** 10	**Units Per Acre:** 10
Size of Yards	**Front:** 20' **Side:** 0' (Unit to Unit) 10' (End of Structure) 15' (Adj. to Side Street) 20' (Structure to Structure) **Rear:** 25'	**Front:** 25' **Side:** 0' (Unit to Unit) 10' (End of Structure) 15' (Adj. to Side Street) 20' (Structure to Structure) **Rear:** 20'

Size of Lots	**Area:** 2,500 SF **Width:** 20' **Depth:** 100'	**Area:** 2,500 SF **Width:** 20' **Depth:** 100'
Minimum Dwelling Area	**Size:** 1,000 SF	**Size:** 1,000 SF
Maximum Height	**Stories:** 3 (Max. of 45')	**Stories:** 2.5 (Max. of 40')
Lot Coverage	**Maximum:** 70%	**Maximum:** 55%
Minimum Usable Open Space	**Minimum:** 20%	**Minimum:** 20%

Uses:
The list of permitted uses within the Neighborhood Subdistrict of this Planned Development is shown below.

- By Right:
  - Amenity Center
  - Park or Playground
  - Townhome (Single Family Dwelling, Attached)

Open Space:
The open space standards within the Neighborhood Subdistrict of this Planned Development require a minimum of 20% open space for townhomes, and it must be located within the townhome area. Additionally, each open space area is required to be a minimum of 10,000 square feet.

RETAIL SUBDISTRICT

District Regulations:
The Retail Subdistrict allows for commercial uses within this Planned Development. The Retail Subdistrict has standards for office, retail, and service development.

Retail District

In comparison with the Zoning Ordinance standards, the floor area ratio for retail buildings will be increased from 0.4:1 to 0.8:1. Also, full-services hotels will be permitted to exceed the maximum building height of two stories and will be set at a maximum of eight stories. The other regulations listed for full-service hotels match the requirements set forth in the Zoning Ordinance.

The district regulations for the Retail District within the Planned Development compared to the regulations in the Retail District in the Zoning Ordinance are shown below.

	Proposed Regulations (Retail District)	**Retail District Regulations (Zoning Ordinance)**
Size of Yards	**Front:** 30’ (20’ on Street E-E) **Side:** 0’ (Attached, Separate Lots) 15’ (Adj. to Commercial) 30’ (Adj. to Thoroughfare) 30’ (1-Story Adj. to Res.) 60’ (2-Story Adj. to Res.) **Rear:** 0’ (Attached, Separate Lots) 15’ (Adj. to Commercial) 30’ (1-Story Adj. to Res.) 60’ (2-Story Adj. to Res.)	**Front:** 30’ **Side:** 0’ (Attached, Separate Lots) 15’ (Adj. to Commercial) 30’ (Adj. to Thoroughfare) 30’ (1-Story Adj. to Res.) 60’ (2-Story Adj. to Res.) **Rear:** 0’ (Attached, Separate Lots) 15’ (Adj. to Commercial) 30’ (1-Story Adj. to Res.) 60’ (2-Story Adj. to Res.)
Size of Lots	**Area:** 10,000 SF **Width:** 100’ **Depth:** 100’	**Area:** 10,000 SF **Width:** 100’ **Depth:** 100’
Maximum Height	**Stories:** 2 (Max. of 40’)	**Stories:** 2 (Max. of 40’)
Lot Coverage	**Maximum:** 40%	**Maximum:** 40%
Floor Area Ratio	**Maximum:** 0.8:1	**Maximum:** 0.4:1

Office District

In comparison with the Zoning Ordinance standards, the maximum height for offices will be increased from two stories to three stories for offices located on Tract 7 and six stories for offices located on Tract 6.

The district regulations for the Office District within the Planned Development compared to the regulations in the Office District in the Zoning Ordinance are shown below.

	Proposed Regulations (Office District)	**Office District Regulations (Zoning Ordinance)**
Size of Yards	**Front:** 30’ **Side:** 10’ (Adj. to Commercial) 25’ (1-Story Adj. to Res.) 40’ (2-Story Adj. to Res.)	**Front:** 30’ **Side:** 10’ (Adj. to Commercial) 25’ (1-Story Adj. to Res.) 40’ (2-Story Adj. to Res.)

	Rear: 10’ (Adj. to Commercial) 25’ (1-Story Adj. to Res.) 40’ (2-Story Adj. to Res.)	**Rear:** 10’ (Adj. to Commercial) 25’ (1-Story Adj. to Res.) 40’ (2-Story Adj. to Res.)
Size of Lots	**Area:** 7,000 SF **Width:** 70’ **Depth:** 100’	**Area:** 7,000 SF **Width:** 70’ **Depth:** 100’
Maximum Height	**Stories:** 3 to 6	**Stories:** 2 (Max. of 40’)
Lot Coverage	**Maximum:** 30%	**Maximum:** 30%
Floor Area Ratio	**Maximum:** 0.5:1	**Maximum:** 0.5:1

Uses:

The list of permitted uses within the Retail Subdistrict of this Planned Development is shown below.

- By Right:
  - Administrative, Medical, or Professional Office
  - Alcoholic Beverage Sales
  - Antique Shop
  - Assisted Care or Living Facility
  - Automobile Paid Parking Lot/Garage
  - Automobile Parking Lot/Garage
  - Bank, Savings and Loan, or Credit Union
  - Beauty Salon/Barber Shop (Incidental Use)
  - Big Box
  - Business Service
  - Catering
  - Child Care Center, Incidental
  - Farmer’s Market
  - Food Truck Park (Special Events Only)
  - Furniture, Home Furnishings and Appliance Store
  - Governmental Office
  - Gymnastics/Dance Studio
  - Health/Fitness Center
  - Hotel, Full Service
  - House of Worship
  - Insurance Office
  - Meeting/Banquet/Reception Facility
  - Mobile Food Vendor
  - Museum/Art Gallery
  - Park or Playground
  - Print Shop (Minor)
  - Restaurant
  - Retail/Service Incidental

- Retail Stores and Shops
- School, Private or Parochial
- School, Public
- Theater, Neighborhood
- Theater, Regional
- Veterinarian Clinic and/or Kennel, Indoor
- Wireless Communications and Support Structures

- By Specific Use Permit:
  - Commercial Amusement, Indoor
  - Restaurant (Drive-Through)

Landscaping and Open Space:

In comparison with the Zoning Ordinance standards, enhancements have been made regarding perimeter landscaping, interior landscaping, and building landscaping. Additionally, a minimum of seven percent of open space is required for each commercial lot in the Retail Subdistrict; however, it can be incorporated with the entire subdistrict.

The landscaping regulations within the Planned Development compared to the landscaping regulations in the Zoning Ordinance are shown below.

Perimeter Landscaping

	Proposed Regulations (Development Standards)	**District Regulations (Zoning Ordinance)**
Easement	**Width:** 40’	**Width:** 25’
Trees	**Easement:** One 4” Caliper every 30 Feet	**Easement:** One 3” Caliper every 30 Feet
Shrubs	**Easement:** 20 3-Gallon every 30 Feet	**Easement:** 15 5-Gallon every 30 Feet

Interior Landscaping

	Proposed Regulations (Development Standards)	**District Regulations (Zoning Ordinance)**
Landscaping	**Per Parking Space:** 20 SF	**Per Parking Space:** 15 SF
Trees	**Every Parking Space:** One 4” Caliper within 150 Feet	**Every Parking Space:** One 3” Caliper within 150 Feet

Building Landscaping

	Proposed Regulations (Development Standards)	**District Regulations (Zoning Ordinance)**
Foundation Plantings	**Building Size:** 50,000 SF or Greater	**Building Size:** 100,000 SF or Greater
Trees	**Per Square Feet:** One 4” Caliper every 10,000 SF	**Per Square Feet:** One 3” Caliper every 10,000 SF

Access:
A 26-foot right-of-way section, shown on the Conceptual Plan as Street E-E, will be constructed through the interior of the Retail Subdistrict to provide frontage for the interior tracts. The required front setback for buildings along this roadway is proposed to be reduced from 30 feet to 20 feet. Additionally, no landscape easement or buffer is proposed along this roadway.

Parking:
Parking along the east side of Street E-E, within Tracts 3 and 6, is proposed to be shared amongst Tracts 1-7. A Property Owner's Association will be created for this development that will have language in its governing documents pertaining to these parking spaces. Additionally, both a parking analysis and shared parking agreement will be required at the time of a site plan for these tracts.

GENERAL REGULATIONS (BOTH SUBDISTRICTS)

Phasing:
The phasing within this Planned Development is shown below.

- Phase 1:
  - Tract 1 – Restaurant and Retail
  - Tract 2 – Restaurant
  - Tract 3 – Retail
  - Tract 10 – Restaurant

- Phase 2:
  - Tract 9 – Townhomes
    - Mahard Parkway Right-Of-Way Dedication
    - Townhome Street Dedication

- Phase 3:
  - Tract 7 – Office
  - Tract 8 – Childcare

- Phase 4:
  - Tract 4 – Office and Retail
  - Tract 5 – Office, Restaurant, and Retail
  - Tract 6 – Hotel and Office

Triggers:
The triggers within this Planned Development are shown below.

- Trigger One:
  - A minimum of 60,950 square feet of commercial development will be constructed prior to the construction of the townhomes.

- Trigger Two:
  - The full length of Mahard Parkway, as shown on the conceptual plan, will be constructed with the townhome section.

Architectural Standards:
The architectural standards within this Planned Development are shown below.

- Building Materials:
    - Primary Materials (Min. of 75%)
        - Brick
        - Cementitious Panel System (Max. of 35%)
        - Glazing (Curtain and Window Wall)
        - Stone (Natural or Manufactured)
    - Secondary Materials (Max. of 25%)
        - Clapboard Siding
        - Metal Panel Systems
        - Resin-Impregnated Wood Panel System
        - Stucco (Three-Coat)
    - First Floor of Buildings
        - Masonry Cladding (Min. of 90%)
        - Metal Panel Systems
    - Office Buildings
        - Decorative or Enhanced Concrete Tilt Wall (Maximum of 60%)
        - Primary Materials
        - Secondary Materials
- Building Design:
    - Articulation
        - Articulation will be accentuated by the inclusion of architectural building features, awnings or canopies, or different building materials and is required where retail or service uses take place on the first floor of a building and building façades front both streets and driveways.
    - Awnings, Canopies, and Overhangs
        - Awnings and canopies will be comprised of materials that are complimentary to the building.
    - Doors and Windows
        - Windows will be transparent on 30% of ground floor façade areas facing open space or right-of-way and 20% of upper floor façade areas facing right-of-way.
    - Embellishments and Mechanical Equipment
        - Architectural embellishments and mechanical equipment may extend 20 feet above the building height provided they are setback at a distance equal to their height or are integral parts of the building façade.
    - Entries
        - Entries will be highlighted using building articulation and entry canopies.
    - Façade Composition
        - Façade compositions will consist of architecturally compatible multi-tenant storefronts, defined and articulated building entrances, and accentuated and unique features for “feature buildings” located at the intersection of streets.

- Height
  - Hotel: Minimum of Four Stories
  - Office: Minimum of Two Stories
  - Restaurant/Retail: Minimum of One Story
  - Townhome: Minimum of Two Stories

- Parking Structures
  - Parking structures will have horizontal and vertical articulation, clearly marked entries and exits for vehicles and pedestrians, and architectural finishes compatible to surrounding buildings if visible from the street.

- Projections
  - Projections into Fire, Access, Utility, and Drainage Easements (F.A.U.D.E.) are permitted if there are no encroachments into building setbacks, extensions over public right-of-way, and extensions over public utilities located within a fire lane or public utility easement.

- Roof Form
  - Roofs will be flat or low-pitched (2.5:12 or lower) with parapets.

Thoroughfare Plan:
This property has direct access to First Street, Lovers Lane, and Mahard Parkway.

Parks Master Plan:
The Parks Master Plan does not indicate that a park is needed on the subject property.

Hike & Bike Trail:
The Hike & Bike Trail Master Plan requires a ten-foot hike and bike trail along Lovers Lane. Additionally, ten-foot hike and bike trails are provided along First Street and Mahard Parkway.

Notification:
Notification was provided as required by the Zoning Ordinance and state law. Staff has not received any response to the proposed zoning request to date.

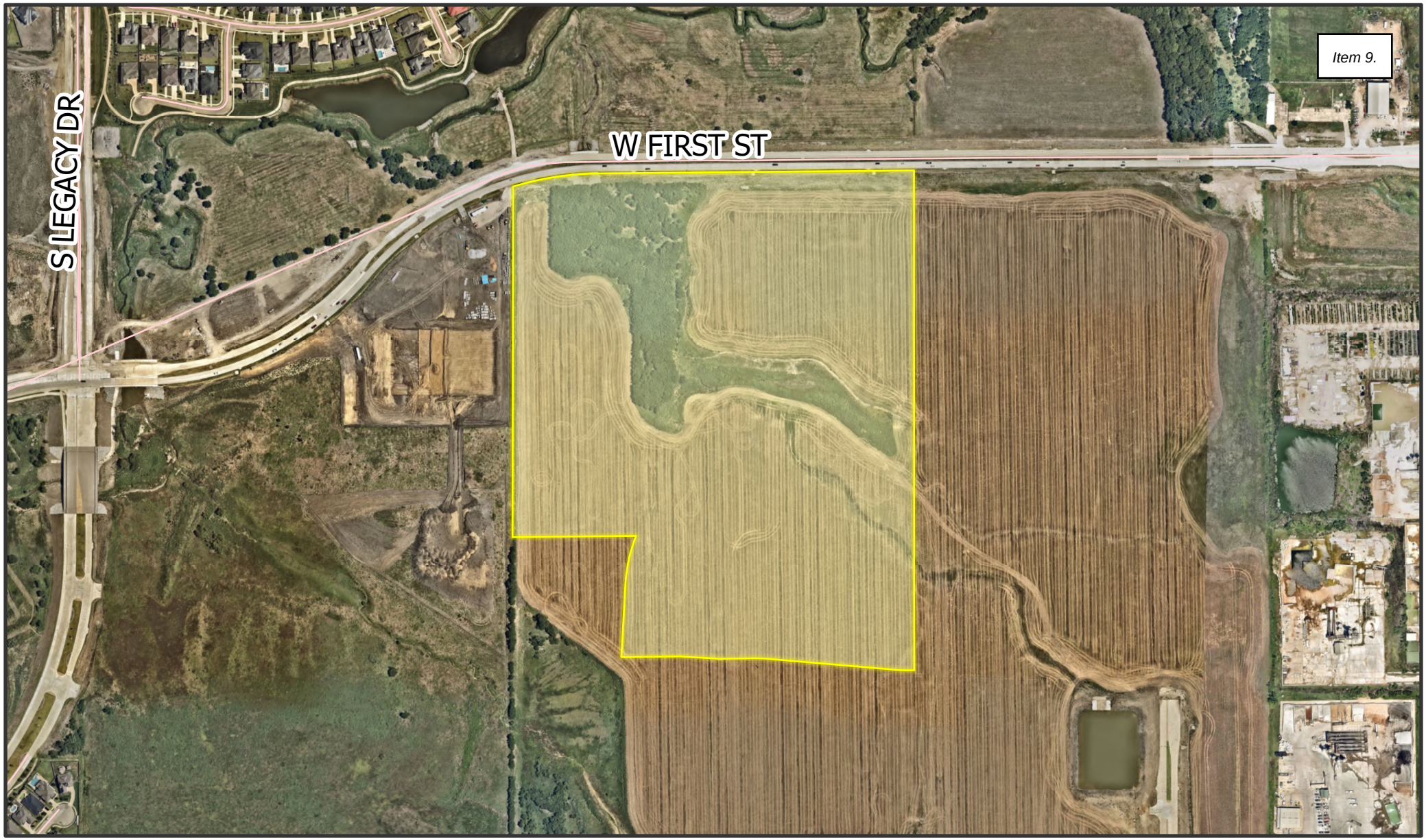
Budget Impact:
There is no budgetary impact affiliated with this item.

Attached Documents:
1. Aerial & Zoning Maps
2. Future Land Use Exhibit
3. Exhibit A-1 – Written Metes and Bounds
4. Exhibit A-2 – Boundary Exhibit
5. Exhibit B – Letter of Intent
6. Exhibit C – Development Standards
7. Exhibit D – Conceptual and Phasing Plan
8. Exhibit E – Development Schedule
9. Exhibit F – Elevations
10. Exhibit G – Landscape Plan
11. Draft Development Agreement
12. PowerPoint Slides

Town Staff Recommendation:
The proposed zoning request is compliant with the Future Land Use Plan. Additionally, it is compatible with immediately adjacent properties due to similar zoning districts and Future Land Use designations. For these reasons, Town Staff recommends approval of the request to rezone 61.7± acres from Agricultural and Planned Development-71 to a Planned Development allowing for Mixed-Use Development, located on the south side of First Street and 1,550± feet east of Legacy Drive subject to final approval of the right-of-way section (Street E-E) in the Retail Subdistrict as shown on the Conceptual Plan.

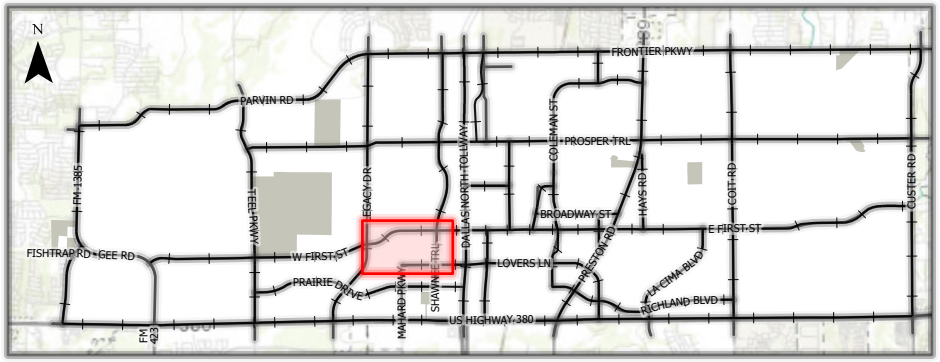
Planning & Zoning Recommendation:
The Planning & Zoning Commission unanimously recommended approval of this item by a vote of 5-0 at their meeting on September 15, 2025. The Commission supported this item due to adjustment to the proposal based on feedback from previous work sessions, compliance with the Future Land Use Plan, and the overall aesthetic quality of the development.

Proposed Motion:
I move to approve/deny the request to rezone 61.7± acres from Agricultural and Planned Development-71 to a Planned Development allowing for Mixed-Use Development, located on the south side of First Street and 1,550± feet east of Legacy Drive subject to final approval of the right-of-way section (Section E-E) in the Retail Subdistrict as shown on the Conceptual Plan.



TOWN OF PROSPER

0 305 610 1,220 Feet

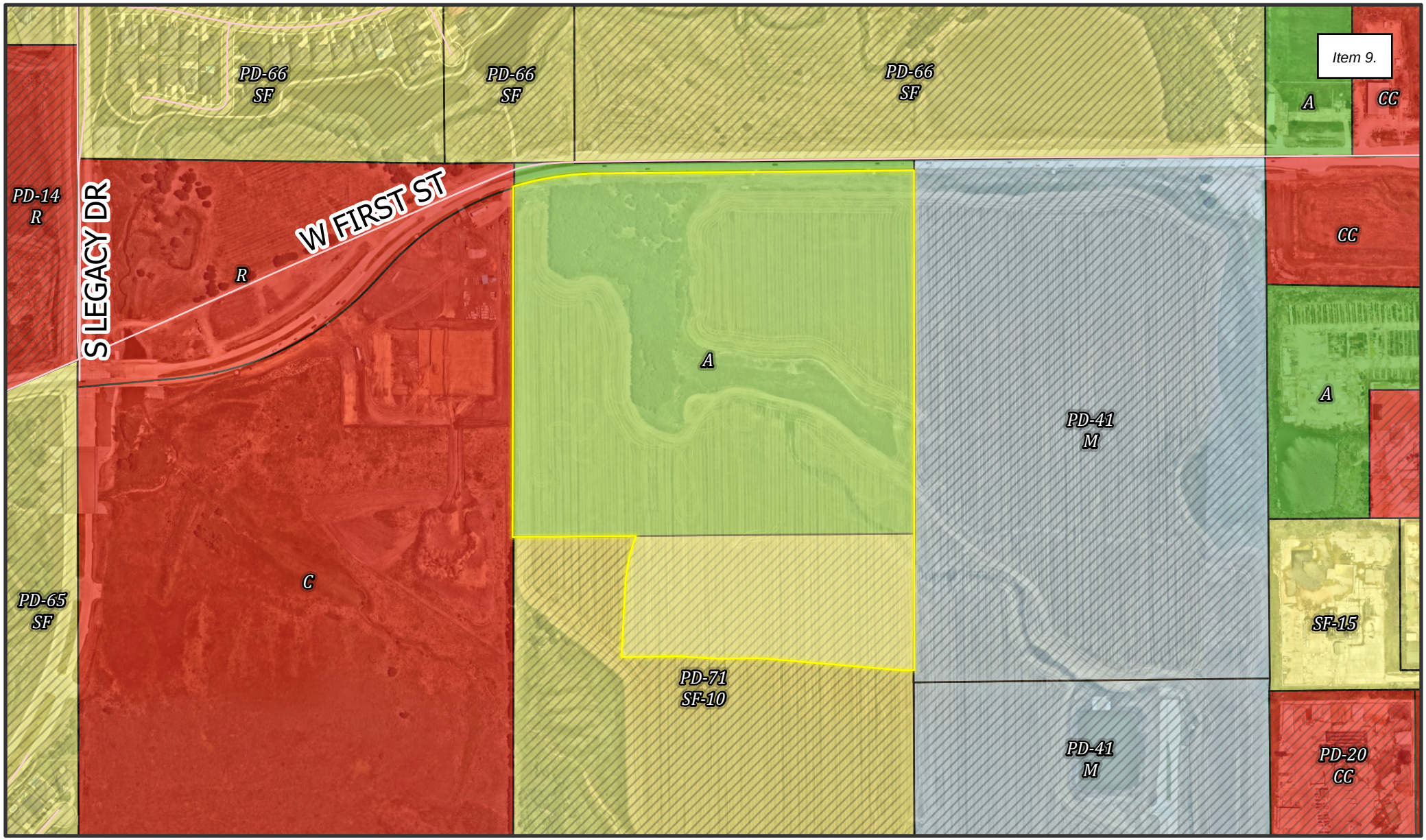


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ZONE-24-0025

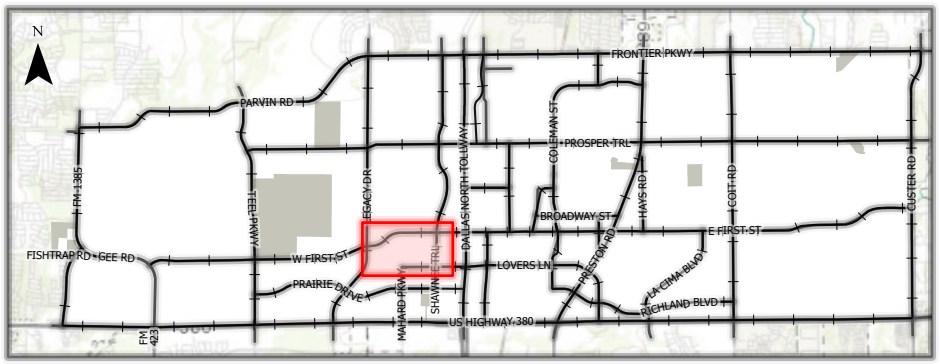
Bella Prosper

Planned Development



TOWN OF PROSPER

0 305 610 1,220 Feet



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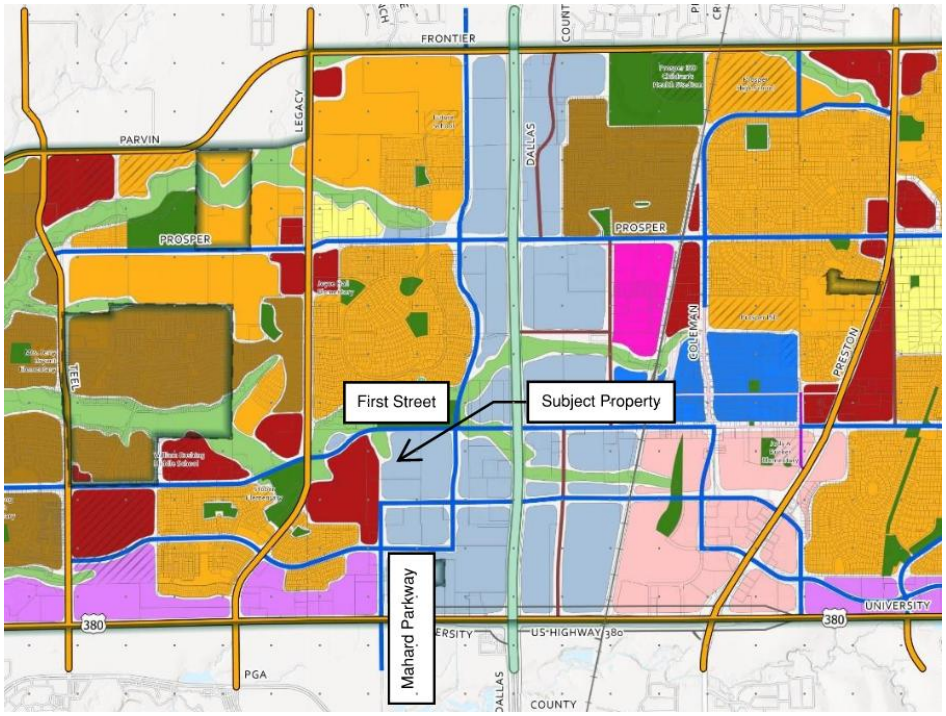
ZONE-24-0025

Bella Prosper

Planned Development

Future Land Use Exhibit

- Low Density Residential
- Medium Density Residential
- High Density Residential
- Retail & Neighborhood Services
- Business Park
- Old Town District
- Town Center
- Dallas North Tollway, Dedicated Truck Route
- 6 Lane Divided
- 4 Lane Divided
- Commercial Collector
- 3 Lane Undivided Couplet
- Access Roads
- Old Town Roads
- Dallas North Tollway District
- US Highway 380 District
- Parks
- Floodplain
- School District Properties
- Town Limits
- ETJ



ZONE 24-0025

EXHIBIT A-1: WRITTEN METES AND BOUNDS

BEING a tract of land situated in the Collin County School Land Survey, Abstract No. 147, Town of Prosper, Collin County, Texas, and being all of a called 48.090 acre tract of land described in a Special Warranty Deed with Vendor's Lien to Prosper Prairie LLC, as recorded in Instrument No. 2023000090239 of the Official Public Records of Collin County, Texas, being all of a called 6.217 acre tract of land described as Tract 1 and all of a called 5.875 acre tract of land described as Tract 2 in a Special Warranty Deed with Vendor's Lien to PTP Retail Holdings LLC, as recorded in Instrument No. 2023000113173 of the Official Public Records of Collin County, Texas, and being a portion of a called 1.686-acre tract of land described in a Right of Way Deed to Town of Prosper, Texas, recorded in Instrument No. 20220209000224300, said Official Public Records, same being a portion of First Street (Country Road No. 3), a variable width right of way, and being more particularly described as follows:

BEGINNING at a 1/2 inch iron rod found for the southwest corner of said 48.090 acre tract, common to the northwest corner of a called 11.859 acre tract of land as described in a deed to Mahard Resorts LLC, as recorded in Instrument No. 2023000090178 of the Official Public Records of Collin County, Texas, same being on the easterly line of a called 78.483 acre tract of landas described in a Special Warranty Deed with Vendor's Lien to Legacy and First LP, as recorded in Instrument No. 20200618000919920 of the Official Public Records of Collin County, Texas;

THENCE North 00°05'43" East, along the westerly line of said 50.02 acre tract and the easterly line of said 78.483 acre tract, passing at a distance of 1331.33 feet the southwest corner of said 1.686 acre tract on the southerly right of way line of said First Street, and continuing along the same course, along the westerly line of said 1.686 acre tract and crossing said First Street, for a total distance of 1378.32 feet to a point for corner in the centerline of said First Street, and at the beginning of a non-tangent curve to the right with a radius of 1,190.00 feet, a central angle of 15°11'21", and a chord bearing and distance of North 81°17'10" East, 314.55 feet, from which, a 1/2 iron rod with busted plastic cap found for the northwest corner of said 1.686 acre tract bears North 00°05'43" East, 44.60 feet;

THENCE in an easterly direction departing the westerly line of 1.686 acre tract, along the centerline of said First Street and crossing said 1.686 acre tract, with said non-tangent curve to the right, an arc distance of 315.47 feet to a point for corner on the northerly line of said 1.686 acre tract and the southerly line of a called 1.325 acre tract of land described in a Right of Way Deed to Town of Prosper, Texas, as recorded in Instrument No. 20211228002596420 of the Official Public Records of Collin County, Texas;

THENCE North 89°26'15" East, along the northerly line of said 1.686 acre tract and the southerly line of said 1.325 acre tract, and continuing along the centerline of said First Street, a distance of 1210.98 feet to 1/2 inch iron rod found for the northeast corner of said 1.686 acre tract, common to the southeast corner of said 1.325 acre tract, the southwest corner of a called 1.377 acre tract of land described in a Right of Way Deed to Town of Prosper, Texas, as recorded in Instrument No. 20211228002596590 of the Official Public Records of Collin County,

Texas, and the northwest corner of a called 1.377 acre tract of land described in a Right of Way Deed to Town of Prosper, Texas, as recorded in Instrument No. 20211015002111910 of the Official Public Records of Collin County, Texas;

THENCE South 00°00'23" East, departing the centerline of said First Street, along the easterly line of said 1.686 acre tract, the easterly line of said 48.090 acre tract, the easterly line of said Tract 2, the westerly line of said 1.377 acre tract and the westerly line of a called 188.635 acre tract of land described in a Trustee's Deed and Bill of Sale to M.A.H.G. Partnership, as recorded in Instrument No. 20100601000545080 of the Official Public Records of Collin County, Texas, a distance of 1943.66 feet to the southeast corner of said Tract 2, from which, a 1/2 inch iron rod with plastic cap stamped “RPLS 6677” found for witness bears South 77°06’ East, a distance of 0.24 feet;

THENCE South 89°22'36" West, departing the westerly line of said 188.635 acre tract and along the southerly line of said Tract 2, a distance of 19.32 feet to a point at the beginning of a tangent curve to the right with a radius of 505.00 feet, a central angle of 05°32'47", and a chord bearing and distance of North 87°51'01" West, 48.87 feet;

THENCE in a westerly direction continuing along the southerly line of said Tract 2, with said tangent curve to the right, an arc distance of 48.89 feet to a point for corner;

THENCE North 85°04'37" West, continuing along the southerly line of said Tract 2 and along the southerly line of said Tract 1, a distance of 484.73 feet to a point at the beginning of a tangent curve to the left with a radius of 595.00 feet, a central angle of 05°32'47", and a chord bearing and distance of North 87°51'01" West, 57.58 feet;

THENCE in a westerly direction continuing along the southerly line of said Tract 1, with said tangent curve to the left, an arc distance of 57.60 feet to a point for corner;

THENCE South 89°22'36" West, continuing along the southerly line of said Tract 1, a distance of 130.29 feet to a point for corner;

THENCE North 86°48'19" West, continuing along the southerly line of said Tract 1, a distance of 150.32 feet to a point for corner;

THENCE South 89°22'35" West, continuing along the southerly line of said Tract 1, a distance of 222.35 feet to a point for the southwest corner of said Tract 1, being on the easterly line of a called 11.859 acre tract of land described in a deed to Mahard Resorts LLC, as recorded in Instrument No. 2023000090178 of the Official Public Records of Collin County, Texas;

THENCE North 03°10'52" East, along the westerly line of said Tract 1 and the easterly line of said 11.859 acre tract, a distance of 287.00 feet to a point at the beginning of a non-tangent curve to the right with a radius of 580.00 feet, a central angle of 17°41'25", and a chord bearing and distance of North 12°54'09" East, 178.37 feet;

THENCE in a northerly direction continuing along the westerly line of said Tract 1 and the easterly line of said 11.859 acre tract, with said non-tangent curve to the right, an arc distance

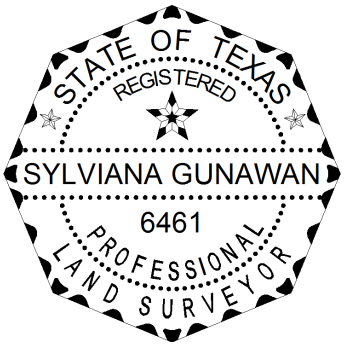
of 179.08 feet to the northwest corner of said Tract 1, common to the northeast corner of said 11.859 acre tract, being on the southerly line of aforesaid 48.090 acre tract;

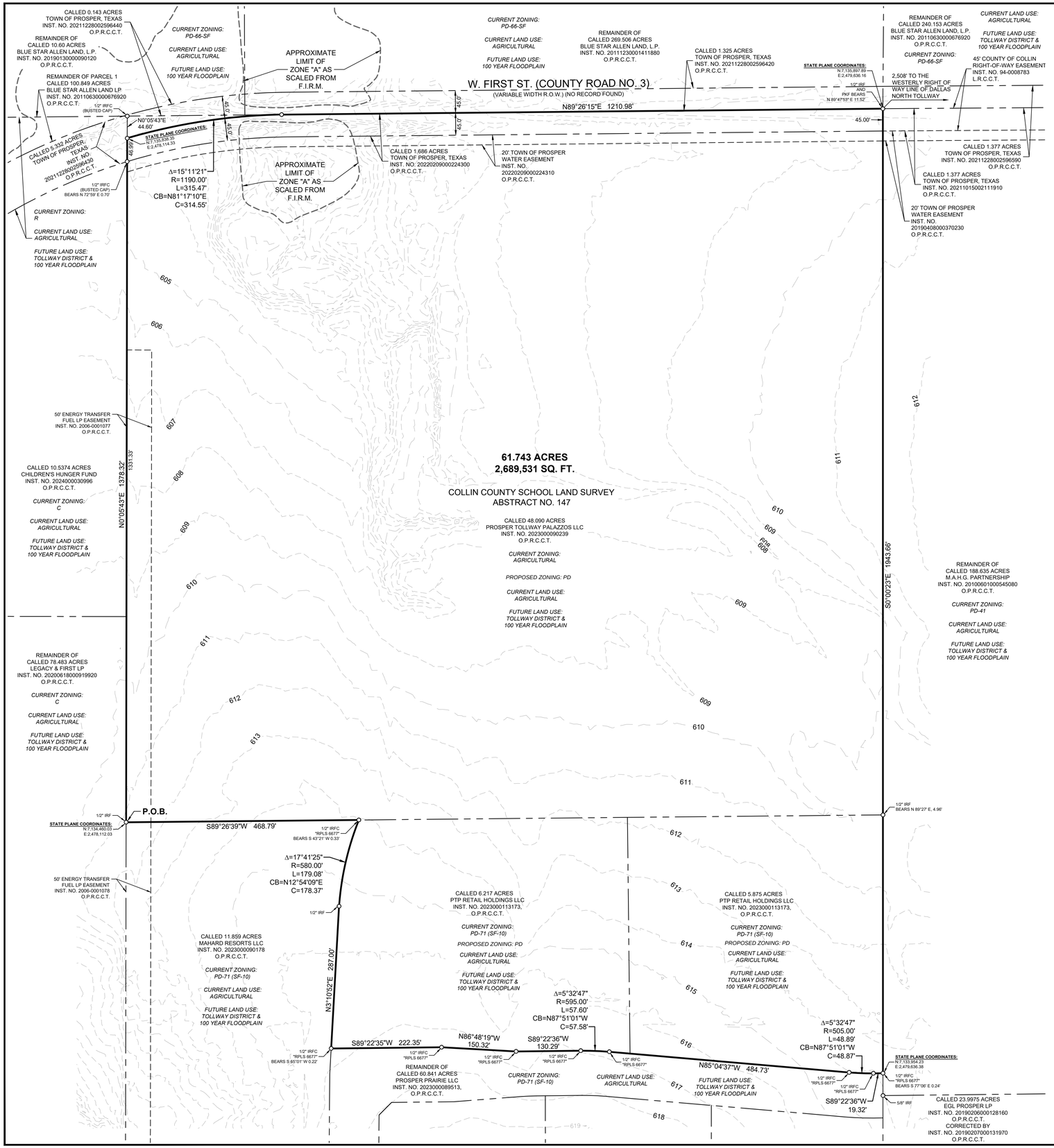
THENCE South 89°26'39" West, along the southerly line of said 48.090 acre tract and the northerly line of said 11.859 acre tract, a distance of 468.79 feet to the **POINT OF BEGINNING** and containing 61.743 acres (2,689,531 square feet) of land, more or less.

Bearing system based on the south line of Prosper Center Block B, Lot 1R and 2 as recorded in Doc. No. 2016-241 P.R.D.C.T.

03/04/2025

Sylviana Gunawan
Registered Professional Land Surveyor No. 6461
Kimley-Horn and Associates, Inc.
6160 Warren Parkway, Suite 210
Frisco, Texas 75034
Ph. 972-335-3580
sylviana.gunawan@kimley-horn.com





DESCRIPTION OF SURVEYED PROPERTY:

BEING a tract of land situated in the Collin County School Land Survey, Abstract No. 147, Town of Prosper, Collin County, Texas, and being all of a called 48.090 acre tract of land described in a Special Warranty Deed with Vendor's Lien to Prosper Prairie LLC, as recorded in Instrument No. 20230000090239 of the Official Public Records of Collin County, Texas, being all of a called 6.217 acre tract of land described as Tract 1 and all of a called 5.875 acre tract of land described as Tract 2 in a Special Warranty Deed with Vendor's Lien to PTP Retail Holdings LLC, as recorded in Instrument No. 20230001131173 of the Official Public Records of Collin County, Texas, and being a portion of a called 1.686-acre tract of land described in a Right of Way Deed to Town of Prosper, Texas, recorded in Instrument No. 20220209000224300, said Official Public Records, same being a portion of First Street (Country Road No. 3), a variable width right of way, and being more particularly described as follows:

BEGINNING at a 1/2 inch iron rod found for the southwest corner of said 48.090 acre tract, common to the northwest corner of a called 11.859 acre tract of land as described in a deed to Mahard Resorts LLC, as recorded in Instrument No. 20230000090178 of the Official Public Records of Collin County, Texas, same being on the easterly line of a called 78.483 acre tract of landas described in a Special Warranty Deed with Vendor's Lien to Legacy and First LP, as recorded in Instrument No. 20200618000919920 of the Official Public Records of Collin County, Texas;

THENCE North 00°05'43" East, along the westerly line of said 50.02 acre tract and the easterly line of said 78.483 acre tract, passing at a distance of 1331.33 feet the southwest corner of said 1.686 acre tract on the southerly right of way line of said First Street, and continuing along the same course, along the westerly line of said 1.686 acre tract and crossing said First Street, for a total distance of 1378.32 feet to a point for corner in the centerline of said First Street, and at the beginning of a non-tangent curve to the right with a radius of 1,190.00 feet, a central angle of 15°11'21", and a chord bearing and distance of North 81°17'10" East, 314.55 feet, from which, a 1/2 iron rod with busted plastic cap found for the northwest corner of said 1.686 acre tract bears North 00°05'43" East, 44.60 feet;

THENCE in an easterly direction departing the westerly line of 1.686 acre tract, along the centerline of said First Street and crossing said 1.686 acre tract, with said non-tangent curve to the right, an arc distance of 315.47 feet to a point for corner on the northerly line of said 1.686 acre tract and the southerly line of a called 1.325 acre tract of land described in a Right of Way Deed to Town of Prosper, Texas, as recorded in Instrument No. 20211228002596420 of the Official Public Records of Collin County, Texas;

THENCE North 89°26'15" East, along the northerly line of said 1.686 acre tract and the southerly line of said 1.325 acre tract, and continuing along the centerline of said First Street, a distance of 1210.98 feet to 1/2 inch iron rod found for the northeast corner of said 1.686 acre tract, common to the southeast corner of said 1.325 acre tract, the southwest corner of a called 1.377 acre tract of land described in a Right of Way Deed to Town of Prosper, Texas, as recorded in Instrument No. 20211228002596590 of the Official Public Records of Collin County, Texas, and the northwest corner of a called 1.377 acre tract of land described in a Right of Way Deed to Town of Prosper, Texas, as recorded in Instrument No. 20211015002111910 of the Official Public Records of Collin County, Texas;

THENCE South 00°00'23" East, departing the centerline of said First Street, along the easterly line of said 1.686 acre tract, the easterly line of said 48.090 acre tract, the easterly line of said Tract 2, the westerly line of said 1.377 acre tract and the westerly line of a called 188.635 acre tract of land described in a Trustee's Deed and Bill of Sale to M.A.H.G. Partnership, as recorded in Instrument No. 20100601000545080 of the Official Public Records of Collin County, Texas, a distance of 1943.66 feet to the southeast corner of said Tract 2, from which, a 1/2 inch iron rod with plastic cap stamped "RPLS 6677" found for witness bears South 77°06' East, a distance of 0.24 feet;

THENCE South 89°22'36" West, departing the westerly line of said 188.635 acre tract and along the southerly line of said Tract 2, a distance of 19.32 feet to a point at the beginning of a tangent curve to the right with a radius of 505.00 feet, a central angle of 05°32'47", and a chord bearing and distance of North 87°51'01" West, 48.87 feet;

THENCE in a westerly direction continuing along the southerly line of said Tract 2, with said tangent curve to the right, an arc distance of 48.89 feet to a point for corner;

THENCE North 85°04'37" West, continuing along the southerly line of said Tract 2 and along the southerly line of said Tract 1, a distance of 484.73 feet to a point at the beginning of a tangent curve to the left with a radius of 595.00 feet, a central angle of 05°32'47", and a chord bearing and distance of North 87°51'01" West, 57.58 feet;

THENCE in a westerly direction continuing along the southerly line of said Tract 1, with said tangent curve to the left, an arc distance of 57.60 feet to a point for corner;

THENCE South 89°22'36" West, continuing along the southerly line of said Tract 1, a distance of 130.29 feet to a point for corner;

THENCE North 86°48'19" West, continuing along the southerly line of said Tract 1, a distance of 150.32 feet to a point for corner;

THENCE South 89°22'35" West, continuing along the southerly line of said Tract 1, a distance of 222.35 feet to a point for the southwest corner of said Tract 1, being on the easterly line of a called 11.859 acre tract of land described in a deed to Mahard Resorts LLC, as recorded in Instrument No. 2023000090178 of the Official Public Records of Collin County, Texas;

THENCE North 03°10'52" East, along the westerly line of said Tract 1 and the easterly line of said 11.859 acre tract, a distance of 287.00 feet to a point at the beginning of a non-tangent curve to the right with a radius of 580.00 feet, a central angle of 17°41'25", and a chord bearing and distance of North 12°54'09" East, 178.37 feet;

THENCE in a northerly direction continuing along the westerly line of said Tract 1 and the easterly line of said 11.859 acre tract, with said non-tangent curve to the right, an arc distance of 179.08 feet to the northwest corner of said Tract 1, common to the northeast corner of said 11.859 acre tract, being on the southerly line of aforesaid 48.090 acre tract;

THENCE South 89°26'39" West, along the southerly line of said 48.090 acre tract and the northerly line of said 11.859 acre tract, a distance of 468.79 feet to the **POINT OF BEGINNING** and containing 61.743 acres (2,689,531 square feet) of land, more or less.

Bearing system based on the south line of Prosper Center Block B, Lot 1R and 2 as recorded in Doc. No. 2016-241 P.R.D.C.T.

SYLVIANA GUNAWAN
REGISTERED PROFESSIONAL
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6160 WARREN PKWY., SUITE 210
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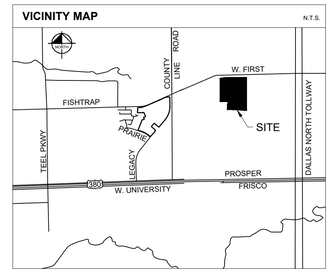
STATE OF TEXAS
REGISTERED
SYLVIANA GUNAWAN
6461
PROFESSIONAL
LAND SURVEYOR

ENGINEER:
Kimley-Horn and Assoicates, Inc.
6160 Warren Parkway, Suite 210
Frisco, Texas 75034
972-335-3580
Contact : David Upton, P.E.

SURVEYOR:
Kimley-Horn and Associates, Inc.
6160 Warren Parkway, Suite 210
Frisco, Texas 75035
Phone 972-335-3580
Contact: Sylviana Gunawan, RPLS

OWNER:
PROSPER TOLLWAY PALAZZOS LLC
8105 Rasor Blvd., Suite 299
Plano, Texas 75024
469-982-4300
Contact: Naseem Shaik

OWNER:
PTP Retail Holdings LLC
8105 Rasor Blvd., Suite 299
Plano, Texas 75024
469-982-4300
Contact: Naseem Shaik





GRAPHIC SCALE IN FEET
100 0 50 100 200
1" = 100' @ 24X36

LEGEND

	BOUNDARY LINE
	EASEMENT LINE
	PROPERTY LINE
IRF	IRON ROD FOUND
IRFC	IRON ROD FOUND WITH CAP
IRSC	IRON ROD SET WITH CAP
NTS	NOT TO SCALE
(C.M.)	CONTROLLING MONUMENT
D.R.C.C.T.	DEED RECORDS OF COLLIN COUNTY, TEXAS
M.R.C.C.T.	MAP RECORDS OF COLLIN COUNTY, TEXAS
O.P.R.C.C.T.	OFFICIAL PUBLIC RECORDS OF COLLIN COUNTY, TEXAS
FND.	FOUND
R.O.W.	RIGHT OF WAY

NOTES:

According to Federal Emergency Management Agency's Flood Insurance Rate Map No. 48085C0230J, for Collin County, Texas and incorporated areas, dated June 02, 2009, this property is located within Zone X (unshaded) defined as "Areas determined to be outside the 0.2% annual chance floodplain" and Zone A defined as "Special flood hazard areas (SFHAs) subject to inundation by the 1% annual chance flood (No Base Flood Elevations determined)". If this site is not within an identified special flood hazard area, this flood statement does not imply that the property and/or the structures thereon will be free from flooding or flood damage. On rare occasions, greater floods can and will occur and flood heights may be increased by man-made or natural causes. This flood statement shall not create liability on the part of the surveyor.

Bearing system based on the south line of Prosper Center Block B, Lot 1R and 2 as recorded in Doc. No. 2016-241 P.R.D.C.T.

ZONE-24-0025
EXHIBIT A-2: BOUNDARY EXHIBIT
61.743 ACRES
COLLIN COUNTY SCHOOL LAND SURVEY,
ABSTRACT NO. 147
TOWN OF PROSPER,
COLLIN COUNTY, TEXAS

Kimley»Horn
6160 Warren Parkway, Suite 210
Frisco, Texas 75034
Tel. No. (972) 335-3580
FIRM # 10193822

Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
1" = 100'	SG	KHA	08/12/2025	068303300	1 OF 1

I:\NAME: K:\FR_SURVEY\063222313-STANDRIDGE 50 ACRES\DWG\063222313-STANDRIDGE 50 ACRES-PD EXHIBIT A.DWG PLOTTED BY GUNAWAN, SYLVIANA 3/4/2025 3:22 PM LAST SAVED 1/23/2025 3:36 PM

ZONE-24-0025
EXHIBIT B
STATEMENT OF INTENT

Development of Bella Prosper, this Planned Development (PD) District, will follow the regulations outlined within the Development Standards (Exhibit C) and meet the intent of the Concept Plan that is attached as Exhibit D and the permitted uses as noted herein.

The Property is shown on the Town's Future Land Use Map to be within the Dallas North Tollway District and is a proposed, planned development intended to provide for, and encourage development of, a cohesive master planned community that allows for the flexibility of land uses within. The vision for the property is to have a pedestrian oriented community of compatible mix of residential and commercial land uses. The development will have an "all-day" environment with an active component morning, afternoon and evening, through the careful planning of an increased office component, a curated retail mix, hospitality, and a central water oriented public realm. The central water amenity and park esplanade is envisioned for both those who live and work within the development and the Prosper community to use when they dine at the restaurants and shop in the retail. This will be a development that provides a sense of place to live, work, and play within the Town of Prosper.

The PD is a district that accommodates planned associations of uses developed as integral land use units such as retail, restaurants, hotel, office, day care, and residential townhome units, or any appropriate combination of uses that may be planned, developed, or operated as integral land use units either by a single owner or a combination of owners.

Additionally, the standards are intended to promote an efficient, pedestrian-access network that connects the residential and office to the restaurant and retail parcels. The planned development generally addresses the physical relationship between development and adjacent properties, public streets, neighborhoods, and the natural environment. This is accomplished by the following:

- Utilizing the natural drainage-way path that bisects the property as a focal point of open space and water feature in the heart of the development; and

- Ensuring buildings relate appropriately to surrounding developments and streets which create cohesive visual identity and attractive street scenes; and

- Ensuring site design promotes efficient pedestrian and vehicle circulation patterns; and

- Ensuring the creation of high-quality street and sidewalk environments that are supportive of pedestrian mobility and that are appropriate to the roadway context.

The use provisions define land uses and the siting and character of the improvements and structures allowed on the land in a manner that encourages a balanced and sustainable mix of uses. These uses may be combined either vertically in the same building, or

horizontally in multiple buildings, or through a combination of the two as depicted on the Concept Plan.

ZONE-24-0025
EXHIBIT C
DEVELOPMENT STANDARDS

Development within this Planned Development (PD) District will conform to the development standards of its specified subdistrict (Neighborhood or Retail) and will follow the additional regulations outlined below and meet the intent of the Concept Plan that is attached as Exhibit D and the permitted uses as noted herein. All proposed land uses are appropriate for the Dallas North Tollway District and comply with the Town's Future Land Use Plan.

These planned development regulations will hold precedence over any conflicting regulations created by any current or future overlay district, design guidelines and/or the Town's Zoning Ordinance.

Development Plan

Concept Plan:

A. The Property shall be developed in general accordance with the attached Concept Plan set forth in Exhibit D. However, the Concept Plan is illustrative in nature and does not reflect the exact footprint of proposed buildings nor layout of the associated parking.
B. Development Triggers:
    a. The residential portion of the development shall have a maximum of 86 townhomes.
    b. The full length of Mahard Parkway (60' ROW), including sidewalks, located on the Property and as shown on the concept plan, will be built with the townhome development (phase 2).
    c. The commercial development proposed along First Street (phase 1 – 60,950 sf) must have an approved site plan and commenced construction prior to the townhomes commencing vertical construction.
    d. Notwithstanding the aforementioned, phases 2 through 4 shown on Exhibit D, are only provided as estimates of development phasing and buildings with associated parking are fungible within these phases. The market will dictate how development will occur in phases 2 – 4.

Administrative:

A. Amendments to the Concept Plan shall be classified as major or minor.
    a. Minor amendments shall include corrections of distances and dimensions, adjustments of building configuration and placement within the respective sub-district, realignment of drives and aisles, layout of parking, adjustments to open space, landscaping and screening, changes to utilities and service locations which do not substantially change the original plan. The Director of Development Services or his/her designee may approve a minor amendment administratively or if they deem the changes to be a Major Amendment, send to the Planning and Zoning Commission and Town Council for consideration.

b. Major amendments shall include a change in permitted land uses or any modification to development standards outlined herein. Major amendments will be considered by the Planning & Zoning Commission and Town Council.

1) SECTION 1: NEIGHBORHOOD SUB-DISTRICT

a) Neighborhood Sub-District

i) General Description

The neighborhood sub-district is identified along the western portion of the Property and contains 86 townhome units. This district is meant to provide the residents of Prosper a denser residential product with their own amenity center and open space provided within their district. The neighborhood district has direct access to the neighboring retail district which is supported by the thoroughfares.

ii) Permitted Uses

The following uses are allowed by right with a maximum of 86 townhomes. Other uses may be allowed, as allowed within the specific zoning district of the Zoning Ordinance, or as provided for with the zoning permitted uses of the Planned Development.

b) TH - Townhome District

i) General Description

The Townhome District will provide for development of attached residential dwelling units in structures accommodating three to six units. This district is a high-density district, not to exceed ten units per gross acre (10 UPA). The standards in this district are intended to promote stable, quality multiple occupancy residential development at increased densities. Other uses, such as parks, trails, open spaces or community gather spaces, will be provided to maintain a balanced, orderly, convenient and attractive sense of place for the residents.

(1) Regulations

(a) Maximum Permitted Density: Ten (10) units per acre.

(b) Size of Yards:

(i) *Minimum Front Yard* — 20 feet.

(ii) *Minimum Side Yard* — Zero feet for the side of a unit that is attached to another unit.

1. Ten feet for the side of a unit at the end of the structure; 15 feet on corner lot adjacent to side street.

2. Each townhome should be constructed on a single lot. No multiple townhomes on a single lot permitted.

(iii)Minimum Rear Yard — 25 feet.

(c) Size of Lots:

(i) *Minimum Lot Area* — 2,500 square feet per dwelling unit.

(ii) *Minimum Lot Width* — 20 feet per dwelling unit.

(iii)*Minimum Lot Depth* — 100 feet.

(d) Minimum Dwelling Area: 1,000 square feet.

(e) Maximum Height: Forty-five (45) feet (as measured from the finish floor to the top plate), or three (3) stories.

(f) Lot Coverage: 70 percent.

(g) Minimum Open Space: 20 percent. The open space shall be located on the Townhome development. Open space areas can be less than 20,000 square feet but not less than 10,000 square feet minimum and an amenity center may count towards the open space requirement.

2) SECTION 2: RETAIL SUB-DISTRICT

a) Retail District

i) General Description

The Retail District is established to provide locations for various types of general retail, medical and professional office, a hotel, service uses, and a day care facility.

ii) Development within the Retail District should utilize established landscape and buffering requirements other than a zero (0) foot buffer along retail sub district roadways.

iii) Parking along the east side of the retail sub district roadway, within Tracts 3 and 6 shall be dedicated within a Property Owners Association (POA) Lot to be shared amongst Tracts 1 – 7. A shared parking analysis and agreement will need to be completed during the site plan stage.

(1) <u>Retail Regulations</u>

(a) Size of Yards:

(i) *Minimum Front Yard* — 30 feet. (20 feet along Retail Sub-District Roadway)

(ii) *Minimum Side Yard*:

1. Fifteen feet adjacent to a nonresidential district. The minimum side yard setback may be eliminated for attached retail buildings on separate lots as shown on an approved site plan.
2. Thirty feet for a one story building adjacent to a residential district and 60 feet for a two-story building adjacent to a residential district.
3. Thirty feet adjacent to a street.

(iii)*Minimum Rear Yard*:

1. Fifteen feet adjacent to a nonresidential district. The minimum side yard setback may be eliminated for attached retail buildings on separate lots as shown on an approved site plan.
2. Thirty feet for a one story building adjacent to a residential district and 60 feet for a two-story building adjacent to a residential district.

(b) Size of Lots:

(i) *Minimum Size of Lot Area* — 10,000 square feet.

(ii) *Minimum Lot Width* — 100 feet.

(iii)*Minimum Lot Depth* — 100 feet.

(c) Maximum Height: Two (2) stories with the exception of the retail with office above building that wraps the parking structure. This building may have the maximum of six (6) stories.

(d) Lot Coverage: 40 percent.

(e) Floor Area Ratio (FAR): Maximum 0.8:1.
(f) Minimum Open Space: Seven (7) percent and can be consolidated with overall district
(g) Landscape Buffer
(i) Landscape buffer should follow Town Ordinance other than a zero-foot (0') buffer along retail sub district roadways.

(2) Hotel Regulations

(a) Hotel, Full Service. Full-Service Hotel developments shall be subject to the following development standards:
(i) External balconies and walkways shall be set back 200 feet from any residential zoning district in place at the time of this ordinance's approval.
(ii) Shall provide management staff on-site 24 hours a day.
(iii) Shall provide at least four amenities from the list below:
1. Indoor/outdoor pool
2. Spa/Sauna
3. Weight Room/Fitness Center
4. Playground
5. Sports Court
6. Game Room
7. Jogging Trail
(iv) Shall provide a full-service restaurant offering three meals a day.
(v) Shall provide a minimum total of 10,000 square feet of meeting/event space.
(vi) No more than 5% of the total number of guest rooms shall have cooking facilities.
(vii) All room units must be accessed through an internal hallway, lobby or courtyard.
(viii) Hotel building height:
(ix) Minimum: four (4) stories
(x) Maximum: eight (8) stories

(3) Office Regulations

General Description

The office may accommodate a variety of office developments providing for professional, financial, medical, and similar services for local residents.

(a) Size of Yards:
(i) *Minimum Front Yard* — 30 feet.
1. Minimum Side Yard: Ten feet adjacent to a nonresidential district.
2. Twenty-five feet for a one story building adjacent to a residential district and forty feet for a two-story building adjacent to a residential district.

(ii) *Minimum Rear Yard*:

1. Ten feet adjacent to a nonresidential district.

2. Twenty-five feet for a one story building adjacent to a residential district and forty feet for a two-story building adjacent to a residential district.

(b) Size of Lots:

(i) *Minimum Size of Lot Area* — 7,000 square feet.

(ii) *Minimum Lot Width* — 70 feet.

(iii)*Minimum Lot Depth* — 100 feet.

(c) Maximum Height: Six (6) stories on Tract 6 and three (3) stories on Tract 7.

(d) Lot Coverage: 30 percent.

(e) Floor Area Ratio (FAR): Maximum. 0.5 :1.

(f) Minimum Open Space: Seven (7) percent and can be consolidated with overall district

Permitted Uses on the Property

The following business establishments shall be permitted on the Property: Items listed are allowed by right; Designation by, (S) - permitted by special use permit.

Schedule of Permitted Business Establishments
Neighborhood District:
Townhome
Park or playground
Amenity center
Retail District:
Administrative, medical, insurance or professional office
Alcoholic Beverage Sales
Antique shop
Automobile paid parking lot/garage
Automobile parking lot garage
Bank, savings and loan, or credit union
Beauty salon / Barber shop as an incidental use
Big box
Business service
Catering business
Childcare center
Commercial amusement, indoor (S)
Farmers Market
Food truck park (only for special events)
Furniture, home furnishings and appliance store
Government office
Gymnastics /Dance studio
Health / Fitness center
Hotel, full service
House of worship
Meeting / banquet / reception facility
Mobile food vendor
Museum / art gallery
Administrative, Medical, or Professional Office
Government Office
Insurance Office
Park or playground
Print shop, minor
Restaurant without drive-thru or drive in service
Restaurant with drive through service (S)
Retail stores and shops

Retail /service incidental use
School, private or parochial
School, public
Theater, neighborhood
Theater, regional
Veterinary clinic and/or kennel, indoor
Wireless communications and support structures (cell tower)

1) SECTION 3: BUILDING DESIGN STANDARDS

The Building Design Standards and Guidelines for the Bella Prosper District shall establish a coherent urban character and encourage enduring and attractive development, ensuring the preservation, sustainability, and visual quality of this unique environment. Buildings shall be located and designed so that they provide visual interest and create enjoyable, human-scale spaces. The key design principles are:

- **i)** New buildings should utilize building elements and details to achieve a pedestrian-oriented public realm.
- **ii)** Compatibility is not meant to be achieved through uniformity, but through the use of variations in building elements to achieve individual building identity.
- **iii)** Building facades should include appropriate architectural details and ornamentation to create variety and interest.
- **iv)** Open space(s) should be incorporated to provide usable public areas integral to the urban environment.

a) General to all Sub-Districts or Tracts

i) Building Height

- **(1)** Maximum Building Height: Varies. See each land use district.
- **(2)** Architectural embellishments not intended for human occupancy that are integral to the architectural style of the buildings, including spires, belfries, towers, cupolas, domes, and roof forms whose area in plan is no greater than 20% of the first-floor footprint may exceed the height limits by up to twenty (20) feet.
- **(3)** Mechanical equipment, including mechanical/elevator equipment penthouse enclosures, ventilation equipment, antennas, chimneys, exhaust stacks and flues, fire sprinkler tanks, and other similar constructions may extend up to twenty (20) feet above the actual building height, provided that: 1.) they are setback from all exterior walls a distance at least equal to the vertical dimension that such item(s) extend(s) above the actual building height, or 2.) the exterior wall and roof surfaces of such items that are set back less than the vertical dimension above the actual building are to be constructed as architecturally integral parts of the building façade(s) or as architectural embellishments as described above. Mechanical equipment shall not be visible from the public right-of-way, measured at six (6) feet above finish grade at the Fire, Access, Utility, and Drainage Easement Line.

ii) Minimum Building Height by use type:

(1) *Office*: one (1) story.
(2) *Townhome:* two (2) stories.
(3) *Hotel:* four (4) stories.
(4) *Retail/Restaurant*: one (1) story.

b) Office Design Standards

i) The ground floor condition for office shall have a minimum of 12 feet ceiling and 14-foot floor to floor.
ii) Decorative or enhanced concrete tilt wall shall be a permitted material for up to sixty percent (60%) of any façade.

c) Design of Parking Structures

i) Above-grade parking structure facades along all rights-of-way shall be designed with both vertical (façade rhythm of 20 feet to 30 feet) and horizontal (aligning with horizontal elements along the block) articulation.
ii) Where above-grade structured parking is located at the perimeter of a building with frontage along any right-of-way, openings in their facades shall not exceed 55% of the façade area. The portion of the parking garage that is visible from the street shall have an architecturally finished façade compatible with the surrounding buildings. Screening may be achieved through the use of louvered, solid or opaque vertical screening elements. Permitted materials shall be metal, glass, pre-cast concrete, masonry or concrete block.
iii) When parking structures are located at corners, corner architectural elements shall be incorporated such as corner entrance, signage, glazing and vertical elements that accentuate the parking structure's vertical circulation.
iv) Entries and exits to and from parking structures shall be clearly marked for both vehicles and pedestrians by materials, lighting, signage, etc., to ensure pedestrian safety on sidewalks.
v) Parking structure ramps shall not be directly fronting any right-of-way.
vi) Parking Structure Height: No parking structure shall be taller than the primary building it serves.

d) Roof Form

i) Buildings shall have simple, flat fronts with minimal articulations with flat or low-pitched roofs (2.5:12 or lower) with parapets. Corner hip roof elements and gable accents at the parapet may be permitted. Projecting mansard roofs shall not be permitted.

e) Façade Composition

i) Storefronts on facades that span multiple tenants shall use architecturally compatible materials, colors, details, awnings, signage, and lighting fixtures.

ii) Building entrances shall be defined and articulated by architectural elements such as lintels, pediments, pilasters, columns, porticos, porches, overhangs, railings, balustrades, and others as appropriate. All building elements should be compatible with the architectural style, materials, colors, and details of the building as a whole. Entrances to upper-level uses may be defined and integrated into the design of the overall building facade.

iii) Buildings shall generally maintain the alignment of horizontal elements along the block.

iv) Corner emphasizing architectural features, pedimented parapets, cornices, awnings, blade signs, arcades, colonnades and balconies may be used along commercial storefronts to add pedestrian interest.

v) Buildings which are located on axis with a terminating street or at the intersection of streets shall be considered as feature buildings. Such buildings shall be designed with features which take advantage of that location, such as an accentuated entry and a unique building articulation which is offset from the front wall planes and goes above the main building eave or parapet line.

f) Windows and Doors

i) Windows and doors on right-of-way fronting facades (except alleys) shall be designed to be proportional and appropriate to the architectural style of the building. First floor windows shall NOT be opaque, tinted or mirrored glass.

ii) All ground floor front facades of buildings along rights-of-way or Open Space shall have transparent storefront windows covering no less than 30% of the façade area.

iii) Upper floors along rights-of-way shall feature at least 20% transparent windows in each façade. Single tenant retail that are greater than 20,000 sf shall have no less than 20% along their primary front facade.

iv) Windows and doors may require fire ratings depending upon separation per IBC/IFC.

g) Building Entries:

i) Main building entries shall be highlighted using such techniques as building articulation and/or entry canopies, so they are obvious to pedestrians and motorists.

ii) Each building and separate lease space at-grade along the street edge shall have a functioning primary entry from the sidewalk. Corner entries may count as a primary entry for both intersecting street fronts.

h) Awnings, Canopies, Arcades & Overhangs:

i) Structural awnings are encouraged at the ground level to enhance articulation of the building volumes.

ii) The material of awnings and canopies shall be architectural materials that complement the building.

iii) Awnings shall not be internally illuminated.

iv) Canopies should not exceed one hundred (100) linear feet without a break of at least five (5) feet.

v) Canopies and awnings shall respect the placement of street trees and lighting.

i) Building Articulation

i) That portion of the building where retail or service uses take place on the first floor shall be accentuated by including awnings or canopies, different building materials, or architectural building features.

ii) Building facades fronting both streets and driveways should have massing changes and architectural articulation to provide visual interest and texture and reduce large areas of undifferentiated building facades. Design articulation should employ changes in volume and plane. Architectural elements and moldings that break up the mass of the building are encouraged.

j) Building Materials

i) Brick, natural and manufactured stone, curtain wall and window wall glazing, and cementitious panel system shall be considered primary materials. Primary materials shall comprise of at least 75% of each elevation, exclusive of doors and windows. Where cementitious panel is applied, it shall be limited to no more than 35% of a building's material. Non-primary, or secondary materials, may include three-coat system stucco, resin-impregnated wood panel system, clapboard siding and metal panel systems.

ii) Only primary building materials are allowed on the first floor, except for metal panel systems. For purposes of this section, the first floor shall be at least fourteen (14) feet high and, at a minimum 90% shall be constructed of masonry cladding.

iii) All buildings shall be architecturally finished on all sides with articulation, detailing and features.

iv) Roofing materials visible from any street shall be copper, factory finished standing seam metal, slate, synthetic slate, or similar materials.

k) Projections into Setbacks and/or Rights-of-Way:

i) The following projections shall be permitted into a Fire, Access, Utility, and Drainage Easement as allowed below, provided that 1.) no projection shall be permitted into a building setback; 2.) such projections do not extend over public rights-of-way; 3.) the property owner has assumed liability related to such projections; 4.) the property owner shall maintain such projection in a safe and non-injurious manner; 5.) no projections allowed over franchise utility corridors unless the projection is thirteen and one half (13.5) feet above finished grade; and 6.) no projections allowed over public utility where located within a fire lane or public utility easement.

(1) Ordinary building projections, including, but not limited to water tables, sills, belt courses, pilasters, and cornices may project up to twenty-four (24) inches beyond a building face or architectural projection into the setback, but not the Fire, Access, Utility, and Drainage Easement.

(2) Business signs and roof eaves may project up to ten (10) feet beyond the building face or architectural projection into the setback, but not the Fire, Access, Utility, and Drainage Easement.

(3) Architectural projections, including balconies, bays, towers, and oriels; show windows (1st floor only); below grade vaults and areaways; and elements of a nature similar to those listed; may project up to ten (10) feet beyond the building face into the setback, but not the Fire, Access, Utility, and Drainage Easement.

(4) Canopies and/or awnings may project from the building face over the entire setback. Additionally, they may be extended into the Fire, Access, Utility, and Drainage Easement to be within eight (8) inches of the back of curb if used to provide a covered walkway to a building entrance and as long as any canopy/awning support is no closer than twenty-four (24) inches from the back of curb and does not extend over any fire lane or public utility easement.

4) SECTION 4: LANDSCAPE ENHANCEMENTS

a) Mahard Parkway Landscape and Pedestrian Easement
Mahard Parkway shall be constructed with a minimum ten-foot (10') wide meandering sidewalk located within a forty-foot (40') landscape and pedestrian easement. Said sidewalk shall be installed during Phase 2 of the development.

b) Programmed Open Space – Tracts 5 and 6
The open space area shared between Tract 5 and Tract 6 shall be designated and maintained as programmed open space. Open space requirements for tracts within the Planned Development that do not independently meet the applicable open space requirements for their respective use may be satisfied through the provision of programmed open space located on Tract 5 and Tract 6, subject to compliance with this Planned Development and all applicable City standards.

c) Monument Feature
A monument feature shall be provided at the northeast corner of Mahard Parkway and Lovers Lane to serve as a gateway to the district.

d) Landscape Standards
See Appendix A for landscape standards for the Property.

5) SECTION 5: RETAIL SUB DISTRICT ROADWAY DESIGN CRITERIA

a) Thoroughfares shall have a 26-foot right-of-way section as depicted in Exhibit D Section E-E

b) Driveway stacking requirements along thoroughfares shall be met at the Mahard Parkway Intersections

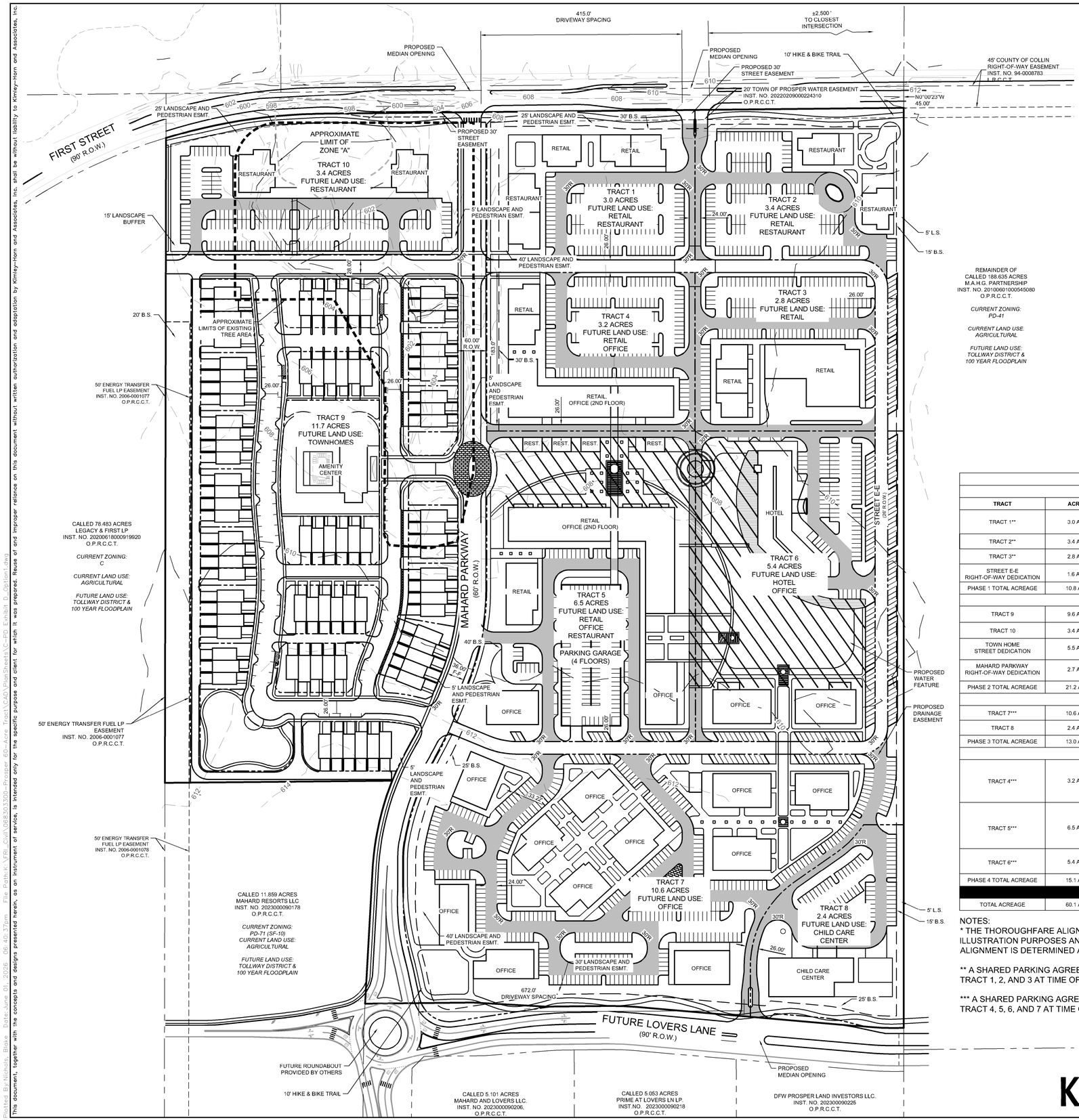
c) Thoroughfares within Retail Sub District shall be approved as fire apparatus access roads.

Appendix A

PROSPER LANDSCAPE DESIGN STANDARDS

April 20th, 2026

1 - NON-RESIDENTIAL		
REQUIRED	**BELLA PROSPER PROPOSED**	**ENHANCEMENT**
A - INTERIOR PARKING REQUIREMENTS		
15 SF of landscape are for every 1 sparking space	20 SF of landscape are for every 1 sparking space	5 SF additional landscape required
1 large 3" cal. tree for every 10 parking spaces	1 large 4" cal. tree for every 10 parking spaces	larger caliper trees requred
3 ornamental trees (6' min. ht) for can be substituted for a 1 large tree (up to 25% of required trees)		
Landscape island at the end of each parking row		
Each island contains at least one large tree		
Max 15 parking spaces without a landscape island		
B - OPEN SPACE		
Any element that is not paving, parking islands, building footprint, utility yards landscape setbacks sidewalks or detention ponds		
Open Space must be 7% of lot area.	Open Space must be 10% of lot area.	3% of lot area increase
C - PERIMETER REQUIREMENTS		
25' width from back of property line along major ROW		
15' width from collector streets		
30' for Preston Road, University Drive, and Dallas Parkway		
1 large 3" cal. tree for every 30' LF frontage	1 large 4" cal. tree for every 30' LF frontage	larger caliper trees required
15 5 gal. shrubs for every 30' LF frontage	20 3 gal. shrubs for every 30' LF frontage	5 additional shrubs per 30' added
D - BUILDING LANDSCAPE REQUIREMENTS		
Foundation planting required for building 100,000 SF or larger	Foundation planting required for buildings 50,000 SF or larger	Smaller buildings require foundation planting
1 large 3" caliper tree per 10,000 SF building area	1 large 4" caliper tree per 10,000 SF building area	larger caliper trees required
Trees within 30' of building face		
Can be within tree grates, grouped, or singular		
Trees within 4' of back of curb must be in grates		
5 smaller trees = 1 large tree		





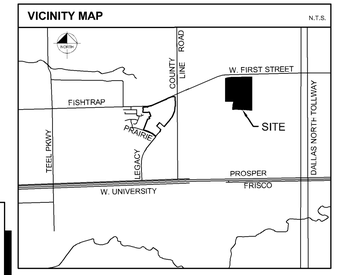
GRAPHIC SCALE IN FEET

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SCALE: 1"=100'

LEGEND

- PROPERTY LINE
- SETBACK LINE
- PROPOSED EASEMENT
- PROPOSED F.A.U.D.E.
- PROPOSED FIRE LANE AND PEDESTRIAN EASEMENT
- EXISTING TREE AREA LIMITS
- PROPOSED FIRE HYDRANT (FH)
- PROGRAMMED OPEN SPACE. THE REST OF OPEN SPACE REQUIREMENT WILL BE MET WITH LANDSCAPE AREA THROUGHOUT SITE EXCLUDING IN AREA IN REQUIRED LANDSCAPE BUFFERS.



NOTES:
1. THE THOROUGHFARE ALIGNMENTS SHOWN ON THIS EXHIBIT ARE FOR ILLUSTRATION PURPOSES AND DOES NOT SET THE ALIGNMENT. THE ALIGNMENT IS DETERMINED AT THE TIME OF FINAL PLAT.
2. THIS EXHIBIT DOES NOT INCLUDE COMPLIANCE WITH TOWN FIRE CODE, NOR DOES IT INCLUDE FIRE ACCESS, FIRE HYDRANTS, AND FIRE LANE ARRANGEMENTS. REVIEW OF THE ZONING DOES NOT GRANT OR OTHERWISE PROVIDE SAID APPROVAL TO THE TOWN FIRE CODE. FULL COMPLANCE WILL BE REVIEWED DURING PSP AND SP SUBMITTAL AND MAY REQUIRE THE SITE IS RECONFIGURED AND MODIFIED FROM THAT SHOWN IN THE CONCEPT PLAN AND/OR ZONING EXHIBIT
3. ALL PEDESTRIAN ROUTES AND CROSSINGS ARE CONCEPTUAL IN NATURE AND SHALL MEET TOWN STANDARDS AT TIME OF PRELIMINARY SITE PLAN.
4. TRAFFIC IMPACT ANALYSIS IS UNDER REVIEW AND STILL PENDING APPROVAL. INFORMATION PROVIDED TO DATE IS SUFFICIENT TO ADDRESS ANY LAND USE CONCERNS. HOWEVER FINAL APPROVAL MAY REQUIRE ADDITIONAL PAVING MODIFICATIONS THAT MAY INCLUDE, BUT NOT LIMITED TO, ADDITIONAL OR LONGER TURN LANES, SIGNAL AT MAHARD AND FIRST, OR OTHER TRAFFIC FEATURES.

SITE DATA SUMMARY TABLE

TRACT	ACREAGE	LAND USES	TOTAL BUILDING SQUARE FOOTAGE	REQ. PARKING	PROVIDED PARKING
PHASE 1					
TRACT 1**	3.0 ACRES	RETAIL	RETAIL 13,500 SF	1 SPACE / 250 SF 54 SPACES	24 SPACES
		RESTAURANT	RESTAURANT 9,400 SF	1 SPACE / 75 SF 126 SPACES	100 SPACES
TRACT 2**	3.4 ACRES	RESTAURANT	RESTAURANT 9,200 SF	1 SPACE / 75 SF 123 SPACES	149 SPACES
TRACT 3**	2.8 ACRES	RETAIL	RETAIL 28,850 SF	1 SPACE / 250 SF 116 SPACES	178 SPACES
STREET E-E RIGHT-OF-WAY DEDICATION	1.6 ACRES	----------	----------	----------	----------
PHASE 1 TOTAL ACREAGE	10.8 ACRES	----------	----------	----------	----------
PHASE 2					
TRACT 9	9.6 ACRES	TOWNHOMES	TOWNHOMES 86 UNITS	----------	172 GARAGE SPACES 73 ONSTREET SPACES
TRACT 10	3.4 ACRES	RESTAURANT	RESTAURANT 9,000 SF	1 SPACE / 75 SF 120 SPACES	165 SPACES
TOWN HOME STREET DEDICATION	5.5 ACRES	----------	----------	----------	----------
MAHARD PARKWAY RIGHT-OF-WAY DEDICATION	2.7 ACRES	----------	----------	----------	----------
PHASE 2 TOTAL ACREAGE	21.2 ACRES	----------	----------	----------	----------
PHASE 3					
TRACT 7***	10.6 ACRES	OFFICE	OFFICE 81,610 SF	1 SPACE / 300 SF 273 SPACES	369 SPACES
TRACT 8	2.4 ACRES	CHILD CARE CENTER	CHILD CARE CENTER 12,800 SF	1 SPACE / 10 STUDENT 1 SPACE/TEACHER 43 SPACES	60 SPACES
PHASE 3 TOTAL ACREAGE	13.0 ACRES	----------	----------	----------	----------
PHASE 4					
TRACT 4***	3.2 ACRES	RETAIL, RESTAURANT, OFFICE	RETAIL 24,345 SF	1 SPACE / 250 SF 98 SPACES	81 SPACES
			RESTAURANT 7,500 SF	1 SPACE / 75 SF 100 SPACES	80 SPACES
			OFFICE 24,345 SF	1 SPACE / 300 SF 82 SPACES	0 SPACES
TRACT 5***	6.5 ACRES	RETAIL, RESTAURANT, OFFICE	RETAIL 39,811 SF	1 SPACE / 250 SF 160 SPACES	48 SPACES
			OFFICE 47,665 SF	1 SPACE / 300 SF 159 SPACES	0 SPACES
			RESTAURANT 4,800 SF	1 SPACE / 75 SF 64 SPACES	0 SPACES
			PARKING GARAGE ----------	---------- ----------	415 SPACES
TRACT 6***	5.4 ACRES	HOTEL, OFFICE	HOTEL 139 ROOMS	1 SPACE / ROOM 139 SPACES	129 SPACES
			OFFICE 34,300 SF	1 SPACE / 300 SF 115 SPACES	63 SPACES
PHASE 4 TOTAL ACREAGE	15.1 ACRES	----------	----------	----------	----------
TOTAL ACREAGE	60.1 ACRES	----------	----------	----------	----------

NOTES:
* THE THOROUGHFARE ALIGNMENTS SHOWN ON THIS EXHIBIT ARE FOR ILLUSTRATION PURPOSES AND DOES NOT SET THE ALIGNMENT. THE ALIGNMENT IS DETERMINED AT THE TIME OF FINAL PLAT.

** A SHARED PARKING AGREEMENT WILL BE REQUIRED BETWEEN TRACT 1, 2, AND 3 AT TIME OF SITE PLAN PHASE.

*** A SHARED PARKING AGREEMENT WILL BE REQUIRED BETWEEN TRACT 4, 5, 6, AND 7 AT TIME OF SITE PLAN PHASE.

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PLANO, TEXAS 75024
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CONTACT: NASEEM SHAIK

OWNER
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PLANO, TEXAS 75024
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FRISCO, TX. 75034
PHONE (972) 335-3580
FAX (972) 335-3779
CONTACT: DAVID UPTON, P.E.

EXHIBIT D
CONCEPT PLAN
ZONE-24-0025

61.743 ACRES
COLLIN COUNTY SCHOOL LAND SURVEY
TOWN OF PROSPER, COLLIN COUNTY, TEXAS
PREPARATION DATE: 06/01/2026

Kimley»Horn

No.	REVISIONS	DATE

Kimley»Horn
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TEXAS REGISTERED ENGINEERING FIRM F-928

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Kimley»Horn
Registered DAVID UPTON
P.E. No. 149794 Date 06/01/2026

SCALE AS SHOWN
DESIGNED BY DCU
DRAWN BY DCU
CHECKED BY CAK

EXHIBIT D
CONCEPT PLAN

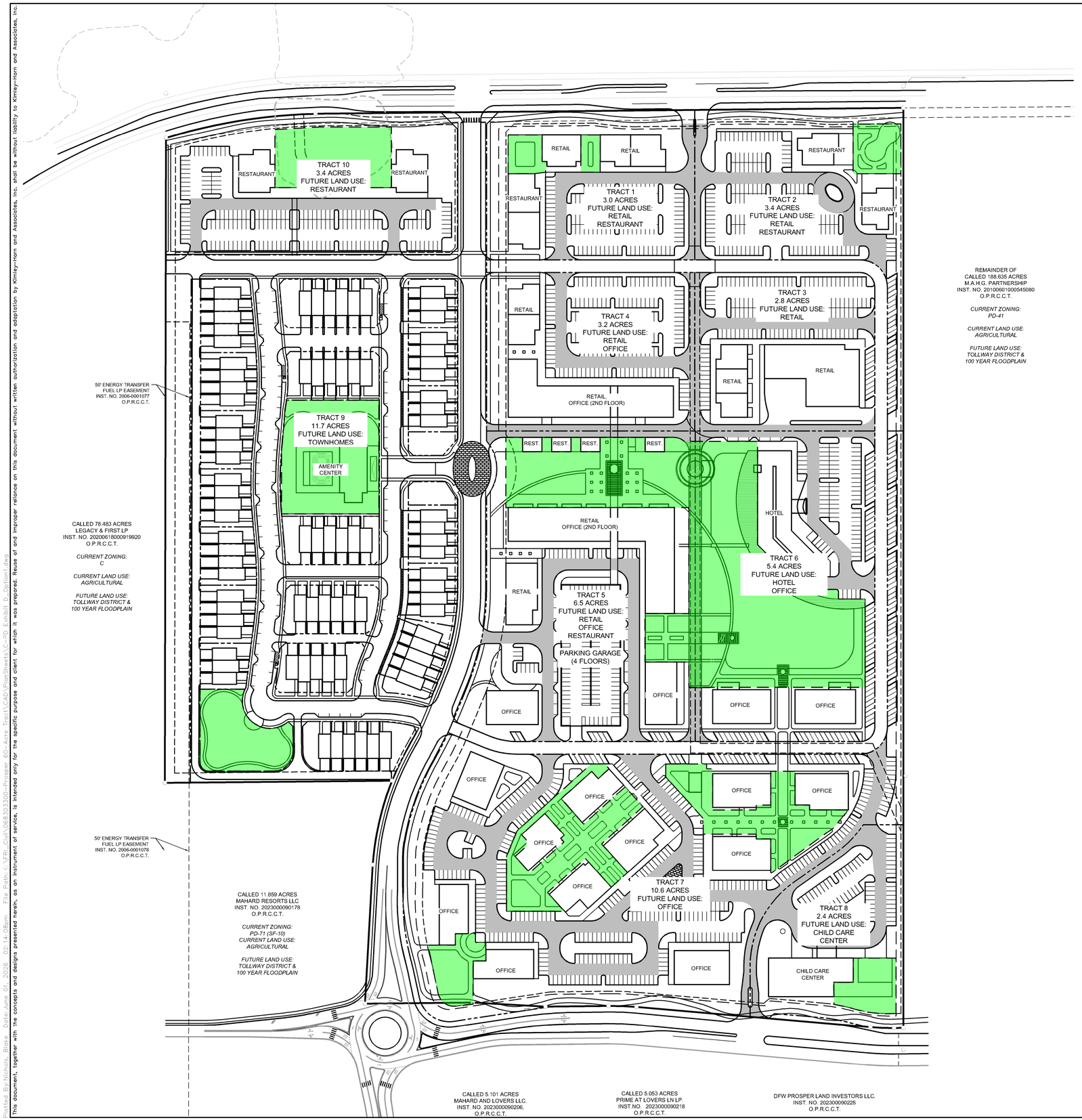
BELLA PROSPER
TOWN OF PROSPER, TEXAS

DATE
06/01/2026

PROJECT NO.
068303300

SHEET NUMBER
1 OF 5

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REMAINDER OF
CALLED 188.635 ACRES
M.A.H.G. PARTNERSHIP
INST. NO. 20100601000545080
O.P.R.C.C.T.

CURRENT ZONING:
PD-41

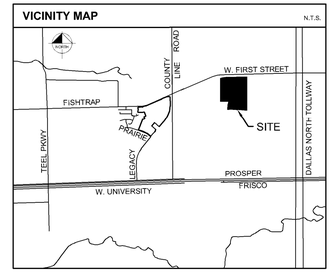
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AGRICULTURAL

FUTURE LAND USE:
TOLLWAY DISTRICT &
100 YEAR FLOODPLAIN

NORTH

GRAPHIC SCALE IN FEET
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SCALE: 1"=100'

VICINITY MAP
N.T.S.



LEGEND

- PROPERTY LINE
- SETBACK LINE
- PROPOSED EASEMENT
- PROPOSED F.A.U.D.E. (FL / 1d)
- EXISTING TREE AREA LIMITS
- PROPOSED FIRE HYDRANT (FH)
- OPEN SPACE

OPEN SPACE SUMMARY TABLE

TRACT	LAND AREA (SF)	LAND USES	REQUIRED O.S. (SF/%)	PROVIDED O.S. (SF/%)
TRACT 1	131,707	RESTAURANT / RETAIL	9,219 / 7%	8,854 / 6.7%
TRACT 2	146,444	RESTAURANT	10,251 / 7%	10,119 / 6.9%
TRACT 3	121,301	RETAIL	8,491 / 7%	----------
TRACT 4	140,488	RESTAURANT / RETAIL OFFICE	9,834 / 7%	----------
TRACT 5	281,677	RETAIL/OFFICE	19,717 / 7%	65,496 / 23.3%
TRACT 6	237,364	HOTEL/OFFICE	16,616 / 7%	112,482 / 47.4%
TRACT 7	461,750	OFFICE	32,322 / 7%	82,108 / 17.8%
TRACT 8	104,784	CHILD CARE CENTER	7,335 / 7%	11,924 / 11.4%
TRACT 10	195,054	RESTAURANT	13,653 / 7%	29,873 / 15.3%
TOTAL	1,820,569	----------	127,440 / 7%	320,856 / 17.6%
TRACT 9	314,598	TOWN HOMES	62,920 / 20%	71,114 / 22.6%

Kimley»Horn

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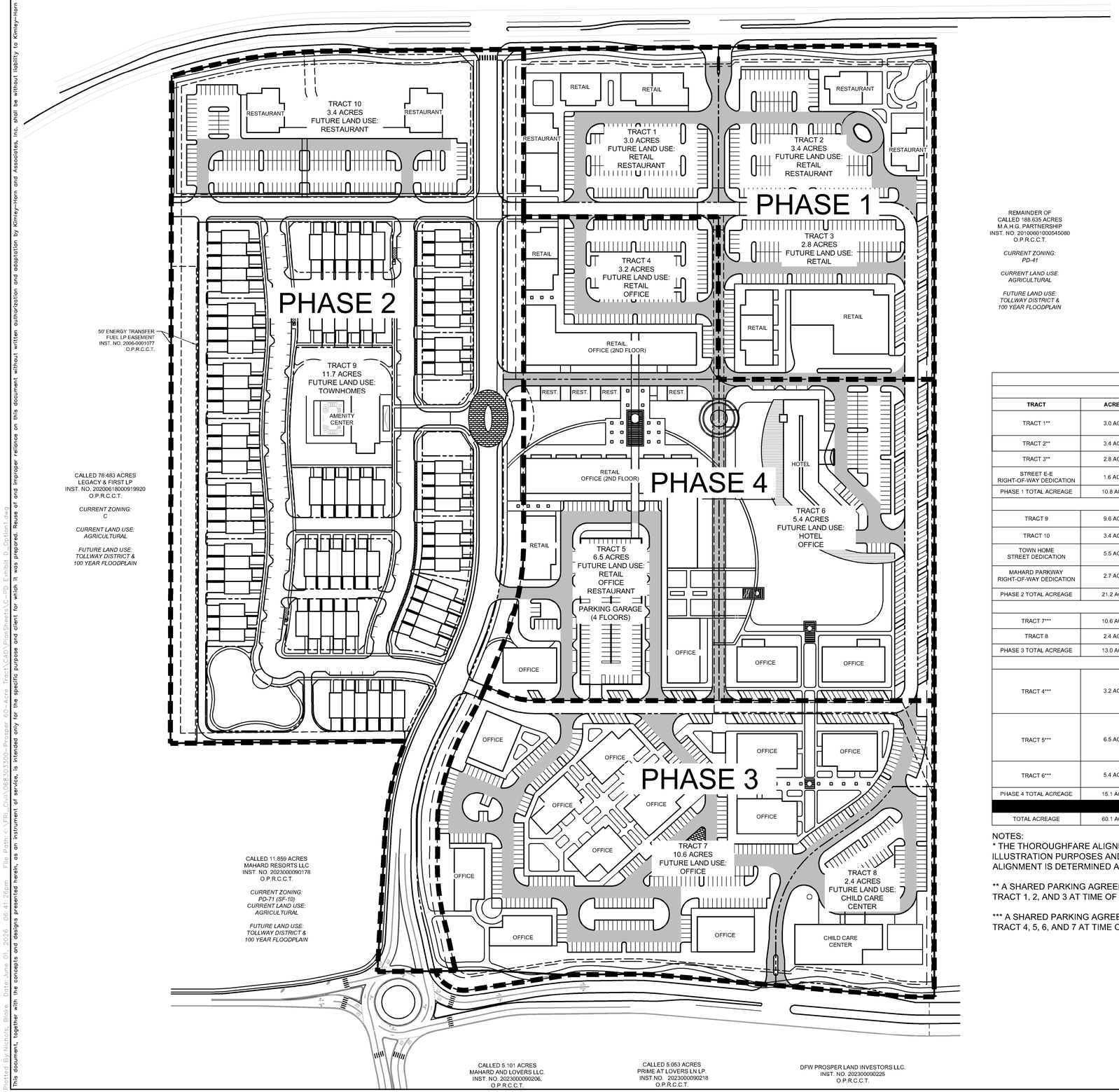
EXHIBIT D
OPEN SPACE PLAN

BELLA PROSPER
TOWN OF PROSPER, TEXAS

DATE 06/01/2026
PROJECT NO. 068303300
SHEET NUMBER 2 OF 5

Plotted By: Nicholas Rose Date/Time: 06/02/2026 02:14:06pm File Path: L:\FRI_Civil\068303300 Prosper 60 Acre Tract\CAD\Plot Sheets\C-2D Exhibit D Open Space Plan.dwg
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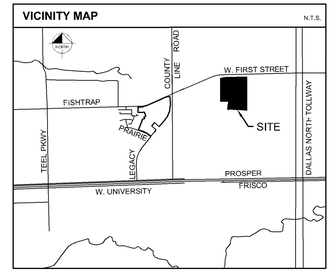




GRAPHIC SCALE IN FEET

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SCALE: 1"=100'



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100 YEAR FLOODPLAIN

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		RESTAURANT	RESTAURANT 9,400 SF	1 SPACE / 75 SF 126 SPACES	100 SPACES
TRACT 2**	3.4 ACRES	RESTAURANT	RESTAURANT 9,200 SF	1 SPACE / 75 SF 123 SPACES	149 SPACES
TRACT 3**	2.8 ACRES	RETAIL	RETAIL 28,850 SF	1 SPACE / 250 SF 116 SPACES	178 SPACES
STREET E-E RIGHT-OF-WAY DEDICATION	1.6 ACRES	----------	----------	----------	----------
PHASE 1 TOTAL ACREAGE	10.8 ACRES	----------	----------	----------	----------
PHASE 2					
TRACT 9	9.6 ACRES	TOWNHOMES	TOWNHOMES 86 UNITS	----------	172 GARAGE SPACES 73 ONSTREET SPACES
TRACT 10	3.4 ACRES	RESTAURANT	RESTAURANT 9,000 SF	1 SPACE / 75 SF 120 SPACES	165 SPACES
TOWN HOME STREET DEDICATION	5.5 ACRES	----------	----------	----------	----------
MAHARD PARKWAY RIGHT-OF-WAY DEDICATION	2.7 ACRES	----------	----------	----------	----------
PHASE 2 TOTAL ACREAGE	21.2 ACRES	----------	----------	----------	----------
PHASE 3					
TRACT 7***	10.6 ACRES	OFFICE	OFFICE 81,610 SF	1 SPACE / 300 SF 273 SPACES	369 SPACES
TRACT 8	2.4 ACRES	CHILD CARE CENTER	CHILD CARE CENTER 12,800 SF	1 SPACE / 10 STUDENT 1 SPACE/TEACHER 43 SPACES	60 SPACES
PHASE 3 TOTAL ACREAGE	13.0 ACRES	----------	----------	----------	----------
PHASE 4					
TRACT 4***	3.2 ACRES	RETAIL, RESTAURANT, OFFICE	RETAIL 24,345 SF	1 SPACE / 250 SF 98 SPACES	81 SPACES
			RESTAURANT 7,500 SF	1 SPACE / 75 SF 100 SPACES	80 SPACES
			OFFICE 24,345 SF	1 SPACE / 300 SF 82 SPACES	0 SPACES
TRACT 5***	6.5 ACRES	RETAIL, RESTAURANT, OFFICE	RETAIL 39,811 SF	1 SPACE / 250 SF 160 SPACES	48 SPACES
			OFFICE 47,665 SF	1 SPACE / 300 SF 159 SPACES	0 SPACES
			RESTAURANT 4,800 SF	1 SPACE / 75 SF 64 SPACES	0 SPACES
			PARKING GARAGE ----------	---------- ----------	415 SPACES
TRACT 6***	5.4 ACRES	HOTEL, OFFICE	HOTEL 139 ROOMS	1 SPACE / ROOM 139 SPACES	129 SPACES
			OFFICE 34,300 SF	1 SPACE / 300 SF 115 SPACES	63 SPACES
PHASE 4 TOTAL ACREAGE	15.1 ACRES	----------	----------	----------	----------
TOTAL ACREAGE	60.1 ACRES	----------	----------	----------	----------

NOTES:
* THE THOROUGHFARE ALIGNMENTS SHOWN ON THIS EXHIBIT ARE FOR ILLUSTRATION PURPOSES AND DOES NOT SET THE ALIGNMENT. THE ALIGNMENT IS DETERMINED AT THE TIME OF FINAL PLAT.

** A SHARED PARKING AGREEMENT WILL BE REQUIRED BETWEEN TRACT 1, 2, AND 3 AT TIME OF SITE PLAN PHASE.

*** A SHARED PARKING AGREEMENT WILL BE REQUIRED BETWEEN TRACT 4, 5, 6, AND 7 AT TIME OF SITE PLAN PHASE.

Kimley»Horn

OWNER
PTP RETAIL HOLDINGS LLC
8105 RASOR BLVD., SUITE 299
PLANO, TEXAS 75024
PHONE (469)-982-4300
CONTACT: NASEEM SHAIK

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PROSPER TOLLWAY PALAZZOS LLC
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PLANO, TEXAS 75024
PHONE (469)-982-4300
CONTACT: NASEEM SHAIK

APPLICANT
DAAKE LAW
322 W. WALNUT STREET, SUITE 210
CELINA, TX 75009
PHONE (469) 999-7265
CONTACT: ALEXA KNIGHT

EXHIBIT D
CONCEPT PLAN
ZONE-24-0025

61.743 ACRES
COLLIN COUNTY SCHOOL LAND SURVEY
TOWN OF PROSPER, COLLIN COUNTY, TEXAS
PREPARATION DATE: 06/01/2026

ARCHITECT
GFF ARCHITECTS
300 NOWITZKI WAY, SUITE 400
DALLAS, TX 75219
PHONE (214) 303-1500
FAX (214) 303-1512
CONTACT: BRIAN MOORE

ENGINEER / SURVEYOR
KIMLEY-HORN AND ASSOCIATES, INC.
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FRISCO, TX, 75034
PHONE (972) 335-3580
FAX (972) 335-3779
CONTACT: DAVID UPTON, P.E.

No.	REVISIONS	DATE

Kimley»Horn
© 2025 KIMLEY-HORN AND ASSOCIATES, INC.
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PHONE: 972-335-3580
WWW.KIMLEY-HORN.COM
TEXAS REGISTERED ENGINEERING FIRM F-928

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Kimley»Horn
Engineer DAVID UPTON
P.E. No. 145794 Date 06/01/2026

SCALE: AS SHOWN
DESIGNED BY: DCU
DRAWN BY: DCU
CHECKED BY: CAK

EXHIBIT D
PHASING PLAN

BELLA PROSPER
TOWN OF PROSPER, TEXAS

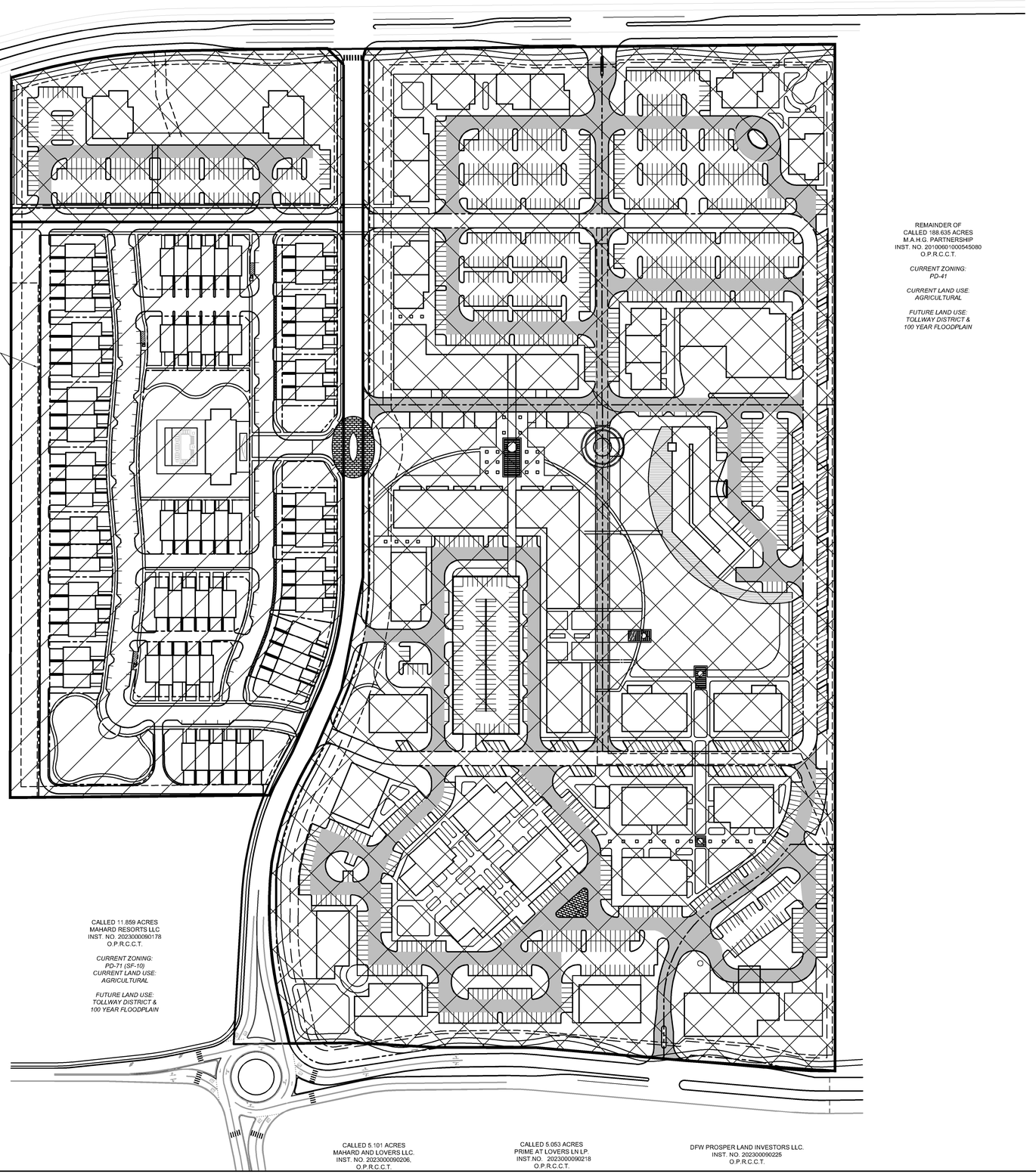
DATE
06/01/2026

PROJECT NO.
068303300

SHEET NUMBER
3 OF 5

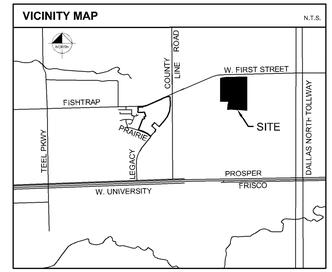
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Plotted By: Nicholas Blake Date/Time: 06/2026 02:24:28pm File Path: K:\FBG_Civil\068303300-Prosper 60 Acres Retail\Civil\Plan Sheets\Ex-PD Exhibit D.dgn





GRAPHIC SCALE IN FEET
0 50 100 200
SCALE: 1"=100'



NEIGHBORHOOD SUB-DISTRICT

RETAIL SUB-DISTRICT

Kimley»Horn

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PTP RETAIL HOLDINGS LLC
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PLANO, TEXAS 75024
PHONE (469)-982-4300
CONTACT: NASEEM SHAIK

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PROSPER TOLLWAY PALAZZOS LLC
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EXHIBIT D
CONCEPT PLAN
ZONE-24-0025

61.743 ACRES
COLLIN COUNTY SCHOOL LAND SURVEY
TOWN OF PROSPER, COLLIN COUNTY, TEXAS
PREPARATION DATE: 06/01/2026

APPLICANT
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No.	REVISIONS	DATE

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WWW.KIMLEY-HORN.COM
TEXAS REGISTERED ENGINEERING FIRM F-928

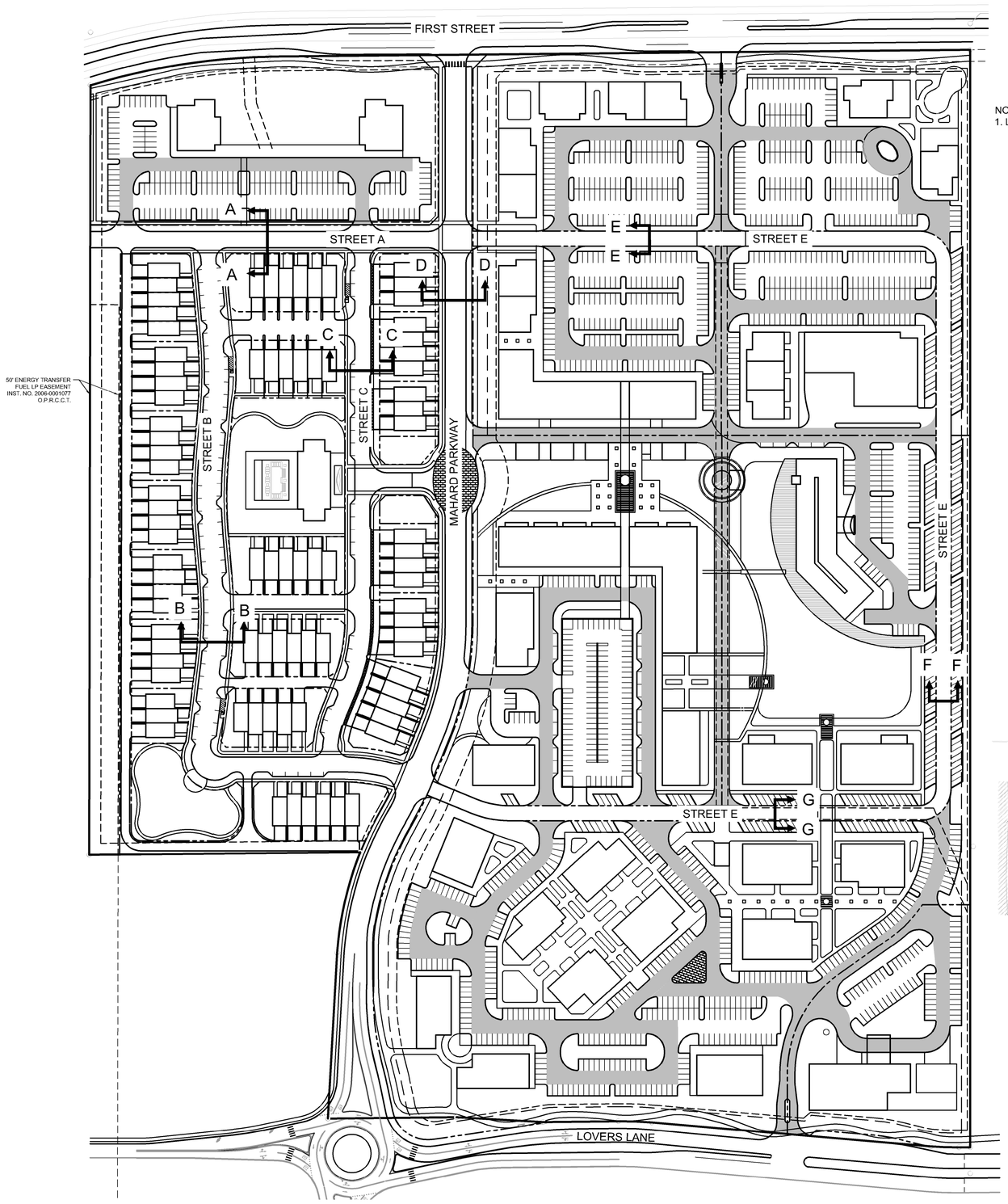
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Kimley»Horn
Engineer DAVID UPTON
P.E. No. 145794 Date 06/01/2026

SCALE AS SHOWN
DESIGNED BY DCU
DRAWN BY DCU
CHECKED BY CAK

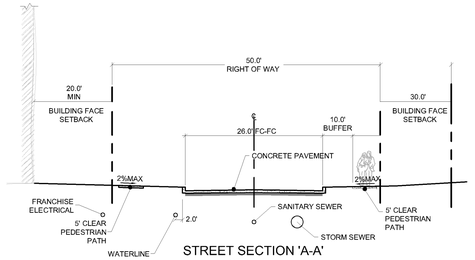
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SUB-DISTRICT PLAN

BELLA PROSPER
TOWN OF PROSPER, TEXAS

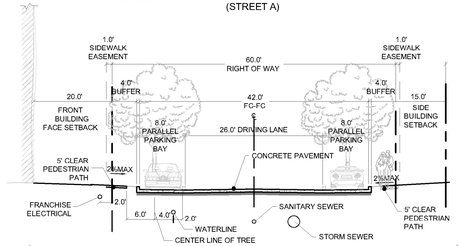
DATE 06/01/2026
PROJECT NO. 068303300
SHEET NUMBER 4 OF 5



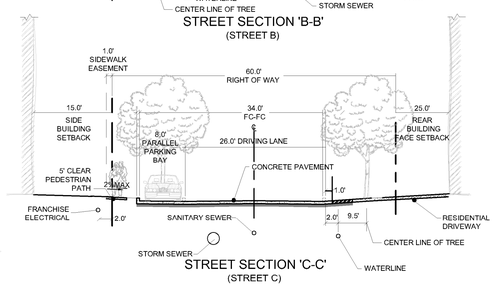
NOTES:
1. LICENSE AGREEMENT SHALL BE REQUIRED FOR TREES IN RIGHT-OF-WAY



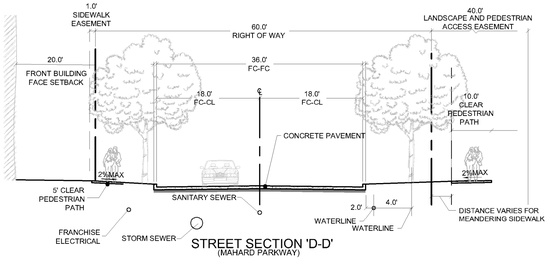
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(STREET A)



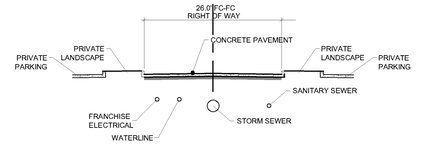
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(STREET B)



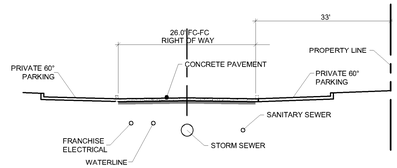
STREET SECTION 'C-C'
(STREET C)



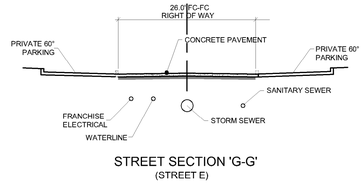
STREET SECTION 'D-D'
(MAHARD PARKWAY)



STREET SECTION 'E-E'
(STREET E)



STREET SECTION 'F-F'
(STREET E)



STREET SECTION 'G-G'
(STREET E)

Kimley»Horn

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CONTACT: NASEEM SHAIK

EXHIBIT D
CONCEPT PLAN
ZONE-24-0025

61.743 ACRES
COLLIN COUNTY SCHOOL LAND SURVEY
TOWN OF PROSPER, COLLIN COUNTY, TEXAS
PREPARATION DATE: 06/01/2026

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No.	REVISIONS	DATE

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TEXAS REGISTERED ENGINEERING FIRM F-928

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Kimley»Horn
Engineer DAVID UPTON
P.E. No. 145794 Date 06/01/2026

SCALE: AS SHOWN
DESIGNED BY: DCU
DRAWN BY: DCU
CHECKED BY: CAK

EXHIBIT D
STREET SECTION
EXHIBIT

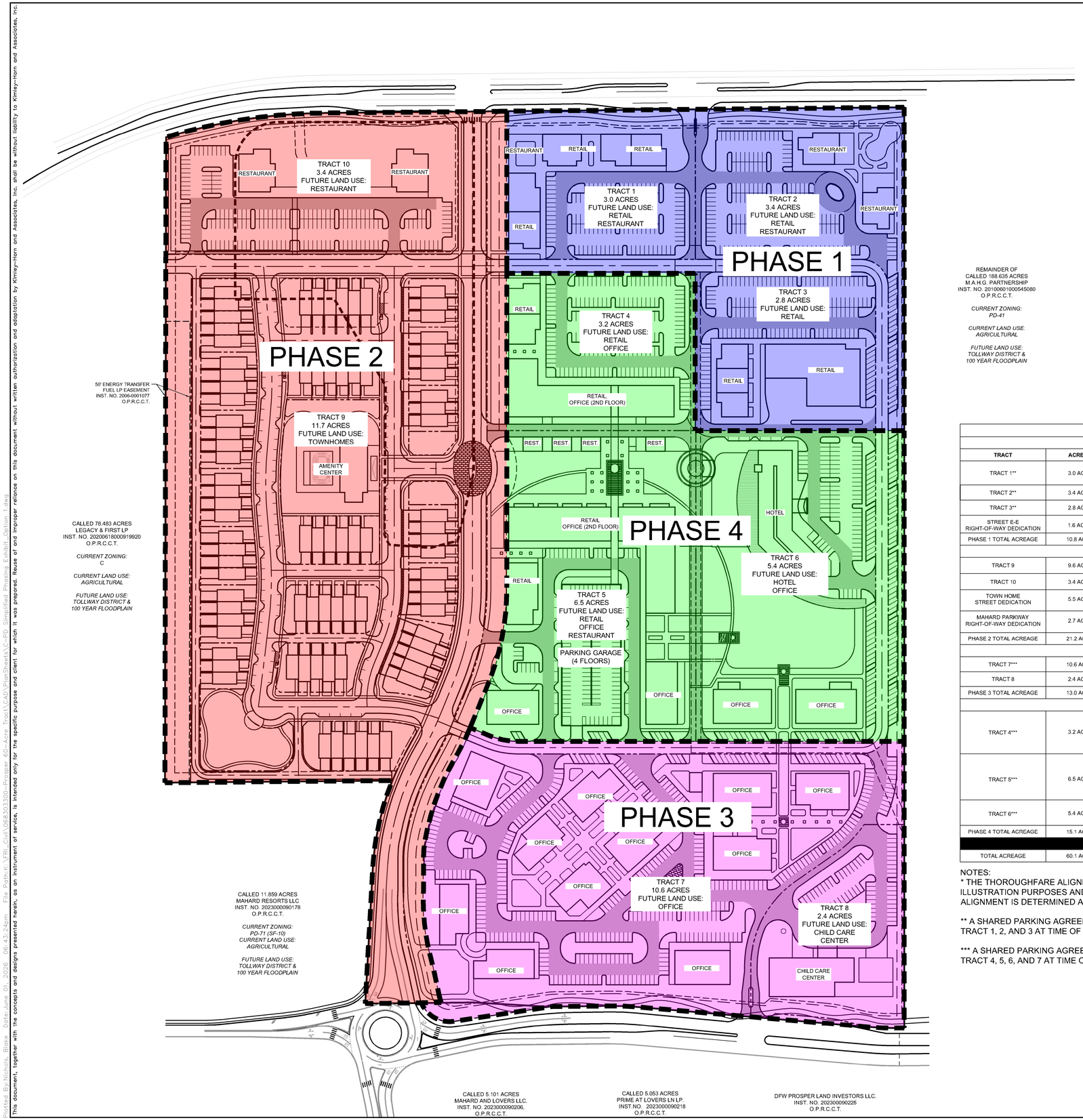
BELLA PROSPER
TOWN OF PROSPER, TEXAS

DATE
06/01/2026

PROJECT NO.
068303300

SHEET NUMBER
5 OF 5

Plotted By: Alexis Bruce Date: June 01, 2026 - 07:06:39pm File Path: N:\PE Civil\068303300-Prosper 461 Acre Tract\CAD\ExhibitsVC-PD Exhibit D-Option1.dwg
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REMAINDER OF
CALLED 188.635 ACRES
M.A.H.G. PARTNERSHIP
INST. NO. 20100601000545080
O.P.R.C.C.T.

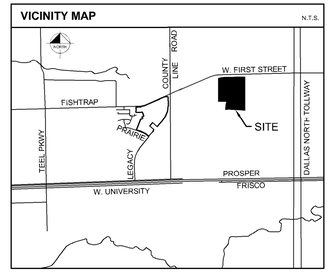
CURRENT ZONING:
PD-41

CURRENT LAND USE:
AGRICULTURAL

FUTURE LAND USE:
TOLLWAY DISTRICT &
100 YEAR FLOODPLAIN



GRAPHIC SCALE IN FEET
0 50 100 200
SCALE: 1"=100'



SITE DATA SUMMARY TABLE

TRACT	ACREAGE	LAND USES	TOTAL BUILDING SQUARE FOOTAGE	REQ. PARKING	PROVIDED PARKING
PHASE 1					
TRACT 1**	3.0 ACRES	RETAIL	RETAIL 13,500 SF	1 SPACE / 250 SF 54 SPACES	24 SPACES
		RESTAURANT	RESTAURANT 9,400 SF	1 SPACE / 75 SF 126 SPACES	100 SPACES
TRACT 2**	3.4 ACRES	RESTAURANT	RESTAURANT 9,200 SF	1 SPACE / 75 SF 123 SPACES	149 SPACES
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PHASE 1 TOTAL ACREAGE	10.8 ACRES	----------	----------	----------	----------
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TRACT 9	9.6 ACRES	TOWNHOMES	TOWNHOMES 86 UNITS	----------	172 GARAGE SPACES 73 ONSTREET SPACES
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TOWN HOME STREET DEDICATION	5.5 ACRES	----------	----------	----------	----------
MAHARD PARKWAY RIGHT-OF-WAY DEDICATION	2.7 ACRES	----------	----------	----------	----------
PHASE 2 TOTAL ACREAGE	21.2 ACRES	----------	----------	----------	----------
PHASE 3					
TRACT 7***	10.6 ACRES	OFFICE	OFFICE 81,610 SF	1 SPACE / 300 SF 273 SPACES	369 SPACES
TRACT 8	2.4 ACRES	CHILD CARE CENTER	CHILD CARE CENTER 12,800 SF	1 SPACE / 10 STUDENT 1 SPACE/TEACHER 43 SPACES	60 SPACES
PHASE 3 TOTAL ACREAGE	13.0 ACRES	----------	----------	----------	----------
PHASE 4					
TRACT 4***	3.2 ACRES	RETAIL, RESTAURANT, OFFICE	RETAIL 24,345 SF	1 SPACE / 250 SF 98 SPACES	81 SPACES
			RESTAURANT 7,500 SF	1 SPACE / 75 SF 100 SPACES	80 SPACES
			OFFICE 24,345 SF	1 SPACE / 300 SF 82 SPACES	0 SPACES
TRACT 5***	6.5 ACRES	RETAIL, RESTAURANT, OFFICE	RETAIL 39,811 SF	1 SPACE / 250 SF 160 SPACES	48 SPACES
			OFFICE 47,665 SF	1 SPACE / 300 SF 159 SPACES	0 SPACES
			RESTAURANT 4,800 SF	1 SPACE / 75 SF 64 SPACES	0 SPACES
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			OFFICE 34,300 SF	1 SPACE / 300 SF 115 SPACES	63 SPACES
PHASE 4 TOTAL ACREAGE	15.1 ACRES	----------	----------	----------	----------
TOTAL ACREAGE	60.1 ACRES	----------	----------	----------	----------

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** A SHARED PARKING AGREEMENT WILL BE REQUIRED BETWEEN TRACT 1, 2, AND 3 AT TIME OF SITE PLAN PHASE.

*** A SHARED PARKING AGREEMENT WILL BE REQUIRED BETWEEN TRACT 4, 5, 6, AND 7 AT TIME OF SITE PLAN PHASE.

Kimley»Horn

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CONCEPT PLAN
ZONE-24-0025

61.743 ACRES
COLLIN COUNTY SCHOOL LAND SURVEY
TOWN OF PROSPER, COLLIN COUNTY, TEXAS
PREPARATION DATE: 06/01/2026

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No.	REVISIONS	DATE

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Engineer DAVID UPTON
P.E. No. 145794 Date 06/01/2026

SCALE AS SHOWN
DESIGNED BY DCU
DRAWN BY DCU
CHECKED BY CAK

BELLA PROSPER
PHASING PLAN EXHIBIT

BELLA PROSPER
TOWN OF PROSPER, TEXAS

DATE 06/01/2026
PROJECT NO. 068303300
SHEET NUMBER 1 OF 1

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Plotted By: Nicholas Blake Date/Time: 06/2026 06:43:54pm File Path: K:\FRI_Civil\068303300-Prosper 60 Acres Tract\CAD\PlanSheets\PD Simplified Phasing Exhibit Option 1.dwg

EXHIBIT E
DEVELOPMENT SCHEDULE

Below is the anticipated project schedule for the proposed Bella Prosper development in accordance with the Town's submittal checklist. This schedule is conceptual and subject to change based on permitting, entitlements, and market conditions.

Zoning approved – May 2026
Civil design (first phase) – 2026
Civil construction - 2027
Building design- 2027
Building construction (full build out) - 2028-2035

Zone-24-0025 | Exhibit F: Elevations






1018














WATKINS
INSURANCE GROUP
kork
WINE BAR


S. 1ST ST
© Danielle Peterson Photography
















LOCAL


707


707
cykl
MIZZEN+MAIN
NOW OPEN
MIZZEN+MAIN
NOW OPEN


Yard House




Yard House
DAILY GATHER






Crate&Barrel
Crate&Ba






ORDER






FLAX&KALE




The Little Goat



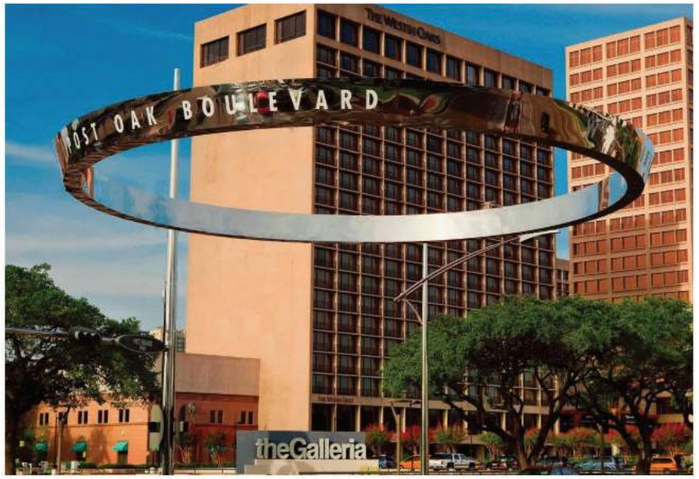



DAVIDE OLDANI
FOOD


TES NEVER TASTED SO GOOD!






POST OAK BOULEVARD
theGalleria


FITNESS


SAN FELIPE
POST OAK

Thank You

Exhibit G – Landscape Plan



GFFdesign Kimley»Horn

BELLA PROSPER

CONCEPTUAL SITE PLAN

NORTH

SCALE: 1"= 100'-0"

0' 100' 200'

Exhibit G – Landscape Plan



GFFdesign Kimley»Horn

BELLA PROSPER

CONCEPTUAL SITE PLAN

NORTH

SCALE: 1"= 100'-0"

0' 100' 200'

PARK RESTAURANT KIOSKS



















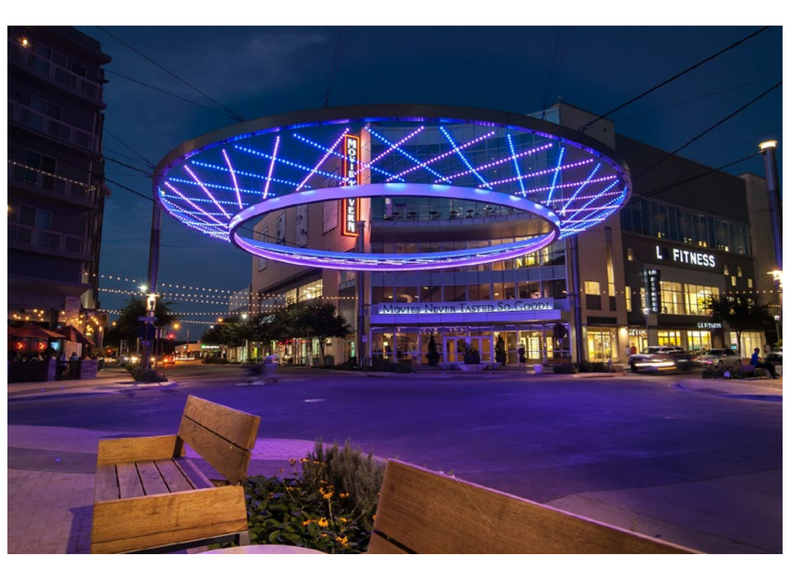
LIGHT RING SCULPTURE













GFFdesign Kimley»Horn

BELLA PROSPER

Conceptual Imagery

BELLA PROSPER DEVELOPMENT AGREEMENT

THIS BELLA PROSPER DEVELOPMENT AGREEMENT ("Agreement") is entered into by and between the Town of Prosper, Texas ("Town"), and Prosper Tollway Palazzos, LLC and PTP Retail Holdings, LLC ("Developer"), individually, a "Party" and collectively, the "Parties," to be effective (the "Effective Date") on the latest date executed by a Party.

WHEREAS, the Town is a home-rule municipal corporation, located in Collin County and Denton County, Texas, organized and existing under the laws of the State of Texas; and

WHEREAS, Developer is developing a project in the Town known as Bella Prosper ("Property"), a legal description of which Property is attached hereto as Exhibit A and incorporated by reference; and

WHEREAS, the Property was rezoned by the Town Council on or about _____, 2026, and this Agreement seeks to incorporate, in part, the negotiated and agreed upon development standards contained in the underlying zoning ordinance, as may be amended, and/or this Development Agreement, to recognize Developer's reasonable investment-backed expectations in said development, as may be amended, and as more fully described herein.

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 Parties to this Agreement agree as follows:

1. Development Standards. For any structure built on the Property following the Effective Date, it shall comply with the requirements contained in Exhibit B, "Building Materials," attached hereto and incorporated herein. The Parties agree and acknowledge that the provisions of this Paragraph shall apply to any structure constructed subsequent to the execution of this Agreement. Nothing in this Agreement shall be deemed to modify or otherwise amend any zoning regulation duly adopted by the Town, previously or in the future.

2. Maintenance of Landscape Areas.

A. Developer agrees to maintain all Landscape Areas (including all vegetation) on the Property, as referenced and/or depicted in the applicable zoning ordinance, as amended, free of weeds, tall grass, rubbish, brush and other objectionable, unsightly or unsanitary matter, as defined in Article 6.03 of Chapter 6 of the Town's Code of Ordinances, as amended. Further, Developer agrees that landscape maintenance obligations referenced herein include mulching of Landscape Areas, prompt replacement of dead or dying vegetation with new vegetation, mowing of

Landscape Areas, where required, and other routine and regular maintenance of plants and other vegetation.

B. In the event that any Landscape Area or plants or vegetation is/are not properly maintained in accordance with this Agreement, the Town may give written notice to Developer of such failure to maintain and Developer shall promptly address such failure, taking into account the type(s) and species of such plants and vegetation and applicable planting cycles of same. After such notice, and Developer's failure to address same, Developer agrees and acknowledges that the Town shall have the right to go onto Developer's property and replace, replant or otherwise address such failure to maintain any Landscape Area or plants or vegetation, with an invoice of costs incurred by the Town being promptly provided by the Town to Developer. In the event Developer does not pay such invoice within thirty (30) days of receipt by Developer, the Town may file a lien on the Property for the costs it incurred for the work done, including a reasonable administrative fee. Any failure to maintain any Landscape Area, plants or vegetation shall not be considered a default in accordance with Paragraph 7 of this Agreement, and any obligations referenced in said Paragraph shall not be applicable to this Paragraph 2.

C. Notwithstanding any provision in this Paragraph to the contrary, the Town specifically reserves the right to take enforcement action and/or file a complaint against Developer in the Town's municipal court (or other appropriate forum) relative to weeds, tall grass, rubbish, brush and other objectionable, unsightly or unsanitary matter on the Property, in accordance with Article 6.03 of Chapter 6 of the Town's Code of Ordinances, as amended.

3. <u>Certain Business Establishments Prohibited</u>. Developer agrees and acknowledges that it will not lease, sell or otherwise permit or authorize on the Property any of the following business establishments: (1) credit access businesses, as defined in Texas Finance Code § 393.601, as amended, including but not limited to payday lending businesses, "cash for title" lenders, and credit services businesses, as defined in Texas Finance Code § 393.001, as amended); (2) body art facilities; (3) smoke or vape shops; (4) any business entity that sells drug paraphernalia; (5) any business establishment offering gaming or slot machines; (6) sex shops, including but not limited to business entities whose primary purpose is the sale of lewd merchandise; (7) pawn shops; and (8) business entities which primarily utilize outdoor storage or displays. Additionally, Developer agrees and acknowledges that it will not lease, sell or otherwise permit or authorize on the Property a package liquor store, which for purposes of this Agreement is defined as any business entity that is required to obtain a Package Store Permit (P) from the Texas Alcoholic Beverage Commission for the off-premises consumption of alcohol.

4. <u>Covenant Running with the Land</u>. The terms, conditions, rights, obligations, benefits, covenants and restrictions of the provisions of this Agreement shall

be deemed covenants running with the land, and shall be binding upon and inure to the benefit of the Developer and its heirs, representatives, successors and assigns. This Agreement shall be deemed to be incorporated into each deed and conveyance of the Property or any portion thereof hereafter made by any other Developers of the Property, regardless of whether this Agreement is expressly referenced therein.

5. Applicability of Town Ordinances. Developer shall develop the Property, and construct all structures on the Property, in accordance with all applicable Town ordinances and building/construction codes.

6. Default. No Party shall be in default under this Agreement until notice of the alleged failure of such Party to perform has been given (which notice shall set forth in reasonable detail the nature of the alleged failure) and until such Party has been given a reasonable time to cure the alleged failure (such reasonable time determined based on the nature of the alleged failure, but in no event less than thirty (30) days after written notice of the alleged failure has been given). In addition, no Party shall be in default under this Agreement if, within the applicable cure period, the Party to whom the notice was given begins performance and thereafter diligently and continuously pursues performance until the alleged failure has been cured. If either Party is in default under this Agreement, the other Party shall have the right to enforce the Agreement in accordance with applicable law, provided, however, in no event shall any Party be liable for consequential or punitive damages

7. 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. Exclusive venue for any action arising under this Agreement shall lie in Collin County, Texas.

8. Notice. Any notices required or permitted to be given hereunder (each, a "Notice") 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
250 W. First Street
Prosper, Texas 75078
Attention: Town Manager

If to Developer: Proper Tollway Palazzos & PTP Retail Holdings
8105 Rasor Boulevard, Ste. 299
Plano, Texas 33067
Attention: Naseem Shaik

9. 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).

10. Entire Agreement. This Agreement contains the entire agreement between the Parties hereto with respect to development of the Property 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.

11. Savings/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.

12. Binding Agreement. 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, including without limitation a scanned copy sent via electronic mail by either Party.

13. Authority to Execute. This Agreement shall become a binding obligation on the Parties upon execution by all Parties 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. The Town Council hereby authorizes the Town Manager of the Town to execute this Agreement on behalf of the Town.

14. Filing in Deed Records. This Agreement, and any and all subsequent amendments to this Agreement, shall be filed in the deed records of Collin County, Texas.

15. 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 nonbinding mediation.

16. Notification of Sale or Transfer; Assignment of Agreement. Developer shall notify the Town in writing of any sale or transfer of all or any portion of the Property, within ten (10) business days of such sale or transfer. Developer has the right (from time to time without the consent of the Town, but upon written notice to the Town) to assign this Agreement, in whole or in part, and including any obligation, right, title, or interest of Developer under this Agreement, to any person or entity (an "Assignee") that is or will

become a Developer of any portion of the Property or that is an entity that is controlled by or under common control with Developer. Each assignment shall be in writing executed by Developer and the Assignee and shall obligate the Assignee to be bound by this Agreement. A copy of each assignment shall be provided to the Town within ten (10) business days after execution. Provided that the successor Developer 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 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. Developer shall maintain true and correct copies of all assignments made by Developer to Assignees, including a copy of each executed assignment and the Assignee's Notice information.

17. **Sovereign Immunity**. The Parties agree that the Town has not waived its sovereign immunity from suit by entering into and performing its obligations under this Agreement.

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. A facsimile signature will also be deemed to constitute an original.

21. **Amendment**. This Agreement shall not be modified or amended except in writing signed by the Parties. A copy of each amendment to this Agreement, when fully executed and recorded, shall be provided to each Party, Assignee and successor Developer of all or any part of the Property; however, the failure to provide such copies shall not affect the validity of any amendment.

22. **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.

23. Waiver of Texas Government Code § 3000.001 *et seq*. With respect to any and all Structures to be constructed on the Property pursuant to this Agreement, Developer hereby waives any right, requirement or enforcement of Texas Government Code §§ 3000.001-3000.005, as amended.

24. 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.

25. 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.

26. Exactions/Infrastructure Costs. Developer has been represented by legal counsel in the negotiation of this Agreement and been advised or has had the opportunity to have legal counsel review this Agreement and advise Developer, regarding Developer's rights under Texas and federal law. Developer hereby waives 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 are roughly proportional or roughly proportionate to the proposed development's anticipated impact. Developer specifically reserves its right to appeal the apportionment of municipal infrastructure costs in accordance with § 212.904 of the Texas Local Government Code; however, notwithstanding the foregoing, Developer hereby releases 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 requirements imposed by this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this document to be executed as of the date referenced herein.

TOWN:

THE TOWN OF PROSPER, TEXAS

By: _____
Name: Mario Canizares
Title: Town Manager, Town of Prosper

STATE OF TEXAS)
)
COUNTY OF COLLIN)

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

_____
Notary Public, State of Texas
My Commission Expires:

_____

DEVELOPER:

PROSPER TOLLWAY PALAZZOS, LLC
PTP RETAIL HOLDINGS, LLC

By: _____
Name: Naseem Shaik
Title: _____

STATE OF TEXAS)
)
COUNTY OF COLLIN)

This instrument was acknowledged before me on the ___ day of _____, 2026, by Naseem Shaik on behalf of Prosper Tollway Palazzos, LLC and PTP Retail Holdings, LLC, known to be the person whose name is subscribed to the foregoing instrument, and that he executed the same on behalf of and as the act of Developer.

_____
Notary Public, State of Texas
My Commission Expires:

_____

EXHIBIT A
(Property Description & Depiction)

ZONE 24-0025

EXHIBIT A-1: WRITTEN METES AND BOUNDS

BEING a tract of land situated in the Collin County School Land Survey, Abstract No. 147, Town of Prosper, Collin County, Texas, and being all of a called 48.090 acre tract of land described in a Special Warranty Deed with Vendor's Lien to Prosper Prairie LLC, as recorded in Instrument No. 2023000090239 of the Official Public Records of Collin County, Texas, being all of a called 6.217 acre tract of land described as Tract 1 and all of a called 5.875 acre tract of land described as Tract 2 in a Special Warranty Deed with Vendor's Lien to PTP Retail Holdings LLC, as recorded in Instrument No. 2023000113173 of the Official Public Records of Collin County, Texas, and being a portion of a called 1.686-acre tract of land described in a Right of Way Deed to Town of Prosper, Texas, recorded in Instrument No. 20220209000224300, said Official Public Records, same being a portion of First Street (Country Road No. 3), a variable width right of way, and being more particularly described as follows:

BEGINNING at a 1/2 inch iron rod found for the southwest corner of said 48.090 acre tract, common to the northwest corner of a called 11.859 acre tract of land as described in a deed to Mahard Resorts LLC, as recorded in Instrument No. 2023000090178 of the Official Public Records of Collin County, Texas, same being on the easterly line of a called 78.483 acre tract of landas described in a Special Warranty Deed with Vendor's Lien to Legacy and First LP, as recorded in Instrument No. 20200618000919920 of the Official Public Records of Collin County, Texas;

THENCE North 00°05'43" East, along the westerly line of said 50.02 acre tract and the easterly line of said 78.483 acre tract, passing at a distance of 1331.33 feet the southwest corner of said 1.686 acre tract on the southerly right of way line of said First Street, and continuing along the same course, along the westerly line of said 1.686 acre tract and crossing said First Street, for a total distance of 1378.32 feet to a point for corner in the centerline of said First Street, and at the beginning of a non-tangent curve to the right with a radius of 1,190.00 feet, a central angle of 15°11'21", and a chord bearing and distance of North 81°17'10" East, 314.55 feet, from which, a 1/2 iron rod with busted plastic cap found for the northwest corner of said 1.686 acre tract bears North 00°05'43" East, 44.60 feet;

THENCE in an easterly direction departing the westerly line of 1.686 acre tract, along the centerline of said First Street and crossing said 1.686 acre tract, with said non-tangent curve to the right, an arc distance of 315.47 feet to a point for corner on the northerly line of said 1.686 acre tract and the southerly line of a called 1.325 acre tract of land described in a Right of Way Deed to Town of Prosper, Texas, as recorded in Instrument No. 20211228002596420 of the Official Public Records of Collin County, Texas;

THENCE North 89°26'15" East, along the northerly line of said 1.686 acre tract and the southerly line of said 1.325 acre tract, and continuing along the centerline of said First Street, a distance of 1210.98 feet to 1/2 inch iron rod found for the northeast corner of said 1.686 acre tract, common to the southeast corner of said 1.325 acre tract, the southwest corner of a called 1.377 acre tract of land described in a Right of Way Deed to Town of Prosper, Texas, as recorded in Instrument No. 20211228002596590 of the Official Public Records of Collin County,

Texas, and the northwest corner of a called 1.377 acre tract of land described in a Right of Way Deed to Town of Prosper, Texas, as recorded in Instrument No. 20211015002111910 of the Official Public Records of Collin County, Texas;

THENCE South 00°00'23" East, departing the centerline of said First Street, along the easterly line of said 1.686 acre tract, the easterly line of said 48.090 acre tract, the easterly line of said Tract 2, the westerly line of said 1.377 acre tract and the westerly line of a called 188.635 acre tract of land described in a Trustee's Deed and Bill of Sale to M.A.H.G. Partnership, as recorded in Instrument No. 20100601000545080 of the Official Public Records of Collin County, Texas, a distance of 1943.66 feet to the southeast corner of said Tract 2, from which, a 1/2 inch iron rod with plastic cap stamped "RPLS 6677" found for witness bears South 77°06' East, a distance of 0.24 feet;

THENCE South 89°22'36" West, departing the westerly line of said 188.635 acre tract and along the southerly line of said Tract 2, a distance of 19.32 feet to a point at the beginning of a tangent curve to the right with a radius of 505.00 feet, a central angle of 05°32'47", and a chord bearing and distance of North 87°51'01" West, 48.87 feet;

THENCE in a westerly direction continuing along the southerly line of said Tract 2, with said tangent curve to the right, an arc distance of 48.89 feet to a point for corner;

THENCE North 85°04'37" West, continuing along the southerly line of said Tract 2 and along the southerly line of said Tract 1, a distance of 484.73 feet to a point at the beginning of a tangent curve to the left with a radius of 595.00 feet, a central angle of 05°32'47", and a chord bearing and distance of North 87°51'01" West, 57.58 feet;

THENCE in a westerly direction continuing along the southerly line of said Tract 1, with said tangent curve to the left, an arc distance of 57.60 feet to a point for corner;

THENCE South 89°22'36" West, continuing along the southerly line of said Tract 1, a distance of 130.29 feet to a point for corner;

THENCE North 86°48'19" West, continuing along the southerly line of said Tract 1, a distance of 150.32 feet to a point for corner;

THENCE South 89°22'35" West, continuing along the southerly line of said Tract 1, a distance of 222.35 feet to a point for the southwest corner of said Tract 1, being on the easterly line of a called 11.859 acre tract of land described in a deed to Mahard Resorts LLC, as recorded in Instrument No. 2023000090178 of the Official Public Records of Collin County, Texas;

THENCE North 03°10'52" East, along the westerly line of said Tract 1 and the easterly line of said 11.859 acre tract, a distance of 287.00 feet to a point at the beginning of a non-tangent curve to the right with a radius of 580.00 feet, a central angle of 17°41'25", and a chord bearing and distance of North 12°54'09" East, 178.37 feet;

THENCE in a northerly direction continuing along the westerly line of said Tract 1 and the easterly line of said 11.859 acre tract, with said non-tangent curve to the right, an arc distance

of 179.08 feet to the northwest corner of said Tract 1, common to the northeast corner of said 11.859 acre tract, being on the southerly line of aforesaid 48.090 acre tract;

THENCE South 89°26'39" West, along the southerly line of said 48.090 acre tract and the northerly line of said 11.859 acre tract, a distance of 468.79 feet to the **POINT OF BEGINNING** and containing 61.743 acres (2,689,531 square feet) of land, more or less.

Bearing system based on the south line of Prosper Center Block B, Lot 1R and 2 as recorded in Doc. No. 2016-241 P.R.D.C.T.

03/04/2025

Sylviana Gunawan
Registered Professional Land Surveyor No. 6461
Kimley-Horn and Associates, Inc.
6160 Warren Parkway, Suite 210
Frisco, Texas 75034
Ph. 972-335-3580
sylviana.gunawan@kimley-horn.com

STATE OF TEXAS
REGISTERED
SYLVIANA GUNAWAN
6461
PROFESSIONAL
LAND SURVEYOR

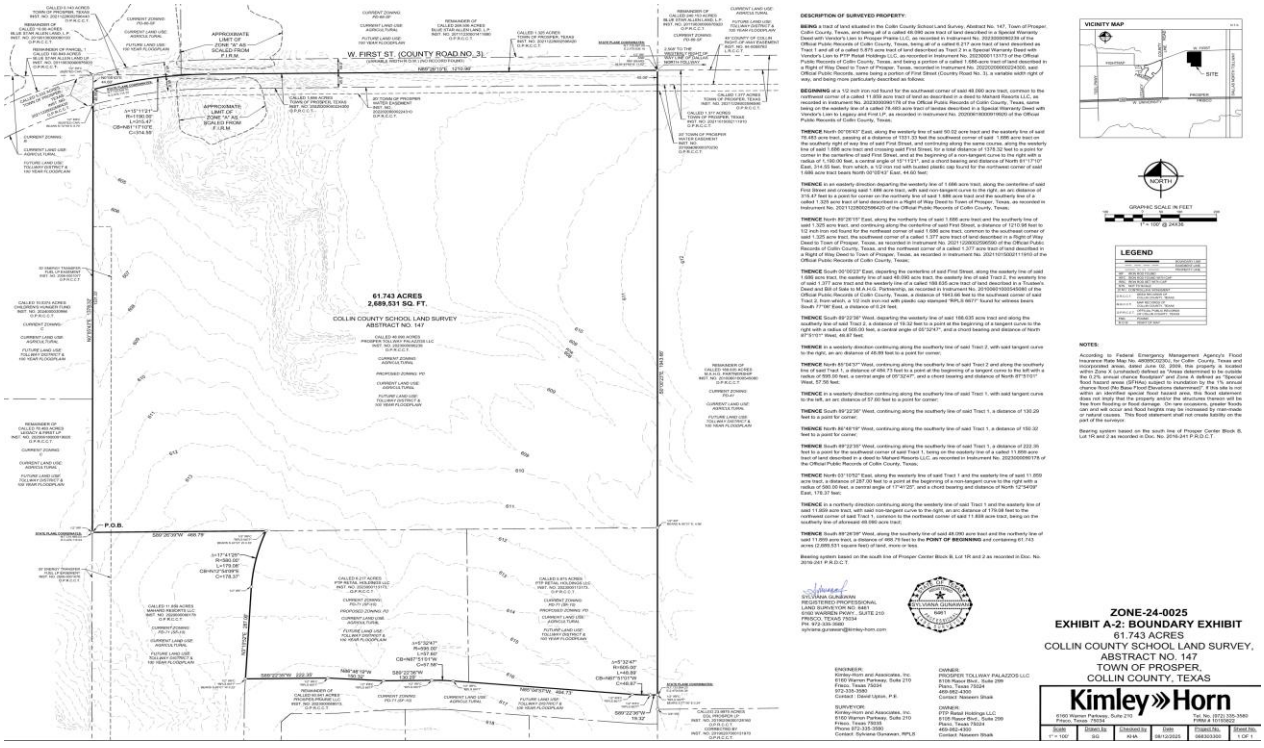


EXHIBIT B
(Building Design and Materials)

Building Design Standards.

i. The Building Design Standards and Guidelines for the Bella Prosper District shall establish a coherent urban character and encourage enduring and attractive development, ensuring the preservation, sustainability, and visual quality of this unique environment. Buildings shall be located and designed so that they provide visual interest and create enjoyable, human-scale spaces. The key design principles are:

    1. The conceptual elevations are intended to evoke a general look and feel of the architecture. Changes to materials and architectural elements are permitted so long as the building elevations adhere to the regulations outlined in the Design Guidelines of this Exhibit B.
    2. New buildings should utilize building elements and details to achieve a pedestrian-oriented public realm.
    3. Building facades should include appropriate architectural details and ornamentation to create variety and interest.
    4. Open space(s) should be incorporated to provide usable public areas integral to the urban environment.

ii. General to All Subdistricts or Tracts.

    1. Building Height.
        i Maximum Building Height: Varies. See each land use district.
        ii Architectural embellishments not intended for human occupancy that are integral to the architectural style of the buildings, including spires, belfries, towers, cupolas, domes, and roof forms whose area in plan is no greater than 20% of the first-floor footprint may exceed the height limits by up to twenty (20) feet.
        iii Mechanical equipment, including mechanical/elevator equipment penthouse enclosures, ventilation equipment, antennas, chimneys, exhaust stacks and flues, fire sprinkler tanks, and other similar constructions may extend up to twenty (20) feet above the actual building height, provided that: 1.) they are setback from all exterior walls a distance at least equal to the vertical dimension that such item(s) extend(s) above the actual building height, or 2.) the exterior wall and roof surfaces of such items that are set back less than the vertical dimension above the actual building are to be constructed as architecturally integral parts of the building façade(s) or as architectural embellishments as described above. Mechanical equipment shall not be visible from the public right-of-

way, measured at six (6) feet above finish grade at the Fire, Access, Utility, and Drainage Easement Line.

2. Minimum Building Height by Use Type:
    i Office: Two (2) stories.
    ii Townhome: Two (2) stories.
    iii Hotel: Four (4) stories.
    iv Retail/Restaurant: One (1) story.

iii. Office Design Standards.

1. The ground floor condition for office shall have a minimum of 12 feet ceiling and 14-foot floor to floor.
2. Decorative or enhanced concrete tilt wall shall be a permitted material for up to sixty percent (60%) of any façade.

iv. Design of Parking Structures.

1. Above-grade parking structure facades along all rights-of-way shall be designed with both vertical (façade rhythm of 20 feet to 30 feet) and horizontal (aligning with horizontal elements along the block) articulation.
2. Where above-grade structured parking is located at the perimeter of a building with frontage along any right-of-way, openings in their facades shall not exceed 55% of the façade area. The portion of the parking garage that is visible from the street shall have an architecturally finished façade compatible with the surrounding buildings. Screening may be achieved through the use of louvered, solid or opaque vertical screening elements. Permitted materials shall be metal, glass, pre-cast concrete, masonry or concrete block.
3. When parking structures are located at corners, corner architectural elements shall be incorporated such as corner entrance, signage, glazing and vertical elements that accentuate the parking structure's vertical circulation.
4. Entries and exits to and from parking structures shall be clearly marked for both vehicles and pedestrians by materials, lighting, signage, etc., to ensure pedestrian safety on sidewalks.
5. Parking structure ramps shall not be directly fronting any right-of-way.
6. Parking Structure Height: No parking structure shall be taller than the primary building it serves.

v. Roof Form.

1. Buildings shall have simple, flat fronts with minimal articulations with flat or low-pitched roofs (2.5:12 or lower) with parapets. Corner hip roof elements and gable accents at the parapet may be permitted. Projecting mansard roofs shall not be permitted.

vi. Façade Composition.

1. Storefronts on facades that span multiple tenants shall use architecturally compatible materials, colors, details, awnings, signage, and lighting fixtures.
2. Building entrances shall be defined and articulated by architectural elements such as lintels, pediments, pilasters, columns, porticos, porches, overhangs, railings, balustrades, and others as appropriate. All building elements should be compatible with the architectural style, materials, colors, and details of the building as a whole. Entrances to upper-level uses may be defined and integrated into the design of the overall building facade.
3. Buildings shall generally maintain the alignment of horizontal elements along the block.
4. Corner emphasizing architectural features, pedimented parapets, cornices, awnings, blade signs, arcades, colonnades and balconies may be used along commercial storefronts to add pedestrian interest.
5. Buildings which are located on axis with a terminating street or at the intersection of streets shall be considered as feature buildings. Such buildings shall be designed with features which take advantage of that location, such as an accentuated entry and a unique building articulation which is offset from the front wall planes and goes above the main building eave or parapet line.

vii. Windows and Doors

1. Windows and doors on right-of-way fronting facades (except alleys) shall be designed to be proportional and appropriate to the architectural style of the building. First floor windows shall NOT be opaque, tinted or mirrored glass.
2. All ground floor front facades of buildings along rights-of-way or Open Space shall have transparent storefront windows covering no less than 30% of the façade area.
3. Upper floors along rights-of-way shall feature at least 20% transparent windows in each façade. Single tenant retail that are greater than 20,000 sf shall have no less than 20% along their primary front facade.
4. Windows and doors may require fire ratings depending upon separation per IBC/IFC.

viii. Building Entries.

1. Main building entries shall be highlighted using such techniques as building articulation and/or entry canopies so they are obvious to pedestrians and motorists.
2. Each building and separate lease space at-grade along the street edge shall have a functioning primary entry from the sidewalk. Corner entries may count as a primary entry for both intersecting street fronts.

ix. Awnings, Canopies, Arcades & Overhangs.

1. Structural awnings are encouraged at the ground level to enhance articulation of the building volumes.
2. The material of awnings and canopies shall be architectural materials that complement the building.
3. Awnings shall not be internally illuminated.
4. Canopies should not exceed one hundred (100) linear feet without a break of at least five (5) feet.
5. Canopies and awnings shall respect the placement of street trees and lighting.

x. Building Articulation.

1. That portion of the building where retail or service uses take place on the first floor shall be accentuated by including awnings or canopies, different building materials, or architectural building features.
2. Building facades fronting both streets and driveways should have massing changes and architectural articulation to provide visual interest and texture and reduce large areas of undifferentiated building facades. Design articulation should employ changes in volume and plane. Architectural elements and moldings that break up the mass of the building are encouraged.

xi. Building Materials.

1. Brick, natural and manufactured stone, curtain wall and window wall glazing, and cementitious panel system shall be considered primary materials. Primary materials shall comprise of at least 75% of each elevation, exclusive of doors and windows. Where cementitious panel is applied, it shall be limited to no more than 35% of a building's material. Non-primary, or secondary materials, may include three-coat system stucco, resin-impregnated wood panel system, clapboard siding and metal panel systems.

2. Only primary building materials are allowed on the first floor, except for metal panel systems. For purposes of this section, the first floor shall be at least fourteen (14) feet high and, at a minimum 90% shall be constructed of masonry cladding.
3. All buildings shall be architecturally finished on all sides with articulation, detailing and features.
4. Roofing materials visible from any street shall be copper, factory finished standing seam metal, slate, synthetic slate, or similar materials.

xii. Projections into Setbacks and/or Rights-of-Way.

1. The following projections shall be permitted into a Fire, Access, Utility, and Drainage Easement as allowed below, provided that:
    - i No projection shall be permitted into a building setback.
    - ii Such projections do not extend over public rights-of-way.
    - iii The property owner has assumed liability related to such projections.
    - iv The property owner shall maintain such projection in a safe and non-injurious manner.
    - v No projections allowed over franchise utility corridors unless the projection is thirteen and one half (13.5) feet above finished grade.
    - vi No projections allowed over public utility where located within a fire lane or public utility easement.

2. Ordinary building projections, including, but not limited to water tables, sills, belt courses, pilasters, and cornices may project up to twenty-four (24) inches beyond a building face or architectural projection into the setback, but not the Fire, Access, Utility, and Drainage Easement.
3. Business signs and roof eaves may project up to ten (10) feet beyond the building face or architectural projection into the setback, but not the Fire, Access, Utility, and Drainage Easement.
4. Architectural projections, including balconies, bays, towers, and oriels; show windows (1st floor only); below grade vaults and areaways; and elements of a nature similar to those listed; may project up to ten (10) feet beyond the building face into the setback, but not the Fire, Access, Utility, and Drainage Easement.
5. Canopies and/or awnings may project from the building face over the entire setback. Additionally, they may be extended into the Fire, Access, Utility, and Drainage Easement to be within eight (8) inches of the back of curb if used to provide a covered walkway to a building entrance and as long as any canopy/awning support is no closer than twenty-four (24) inches from the back of curb and does not extend over any fire lane or public utility easement.







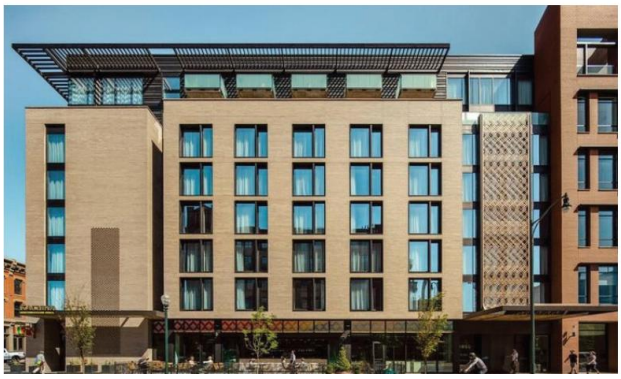













WATKINS
kork
WINE BAR


















LOCAL




cykl


Yard House
















CAFE






FLAX&KALE







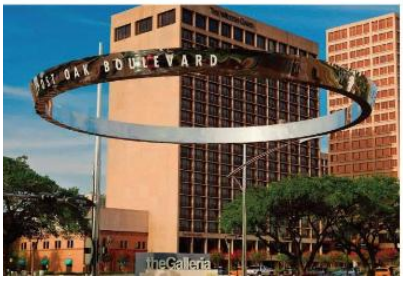



DAVIDE OLDANI








OAK BOULEVARD
theGalleria




SAN FELIPE

Bella Prosper (ZONE-24-0025)

Proposal

Purpose:

- Construct a mixed-use development consisting of the following items:
  - Commercial Uses (Childcare, Hotel, Office, Restaurant, Retail, etc.)
  - Townhomes

Background

The applicant began the zoning process by discussing the project with Staff in early 2024. After several meetings and reviews of preliminary plans, an official application was submitted in December of 2024.

Following a couple rounds of review, the applicant presented the proposed development at the May 6, 2025, Planning & Zoning Commission Work Session. The following week, on May 13, 2025, the applicant presented at the Town Council Work Session.

In response to the feedback at these meetings, the applicant updated the plan as follows:

- Reduction of Number of Multifamily Dwellings (550 to 435)
- Reduction of Number of Townhome Units (94 to 88)
- Addition of Curvilinear Street (Townhome Section)
- Removal of Second Hotel (Substituted with Additional Restaurant/Retail)
- Reconfiguration of Assisted Living Building and Full-Service Hotel (Facing Amphitheater Area)

The applicant and Staff continued to work on revising the plans until such time that they were presented to the Planning and Zoning Commission for consideration on September 15, 2025, where they were recommended for approval by a vote of 5-0.

Background Cont.

Following the Planning and Zoning Commission Meeting, the applicant presented the proposed development at the November 11, 2025, Town Council Meeting. The item was tabled to February 24, 2026, to allow the applicant time to adjust the plan based on feedback received by the Council.

In response to the feedback at this meeting, the applicant updated the plan as follows:

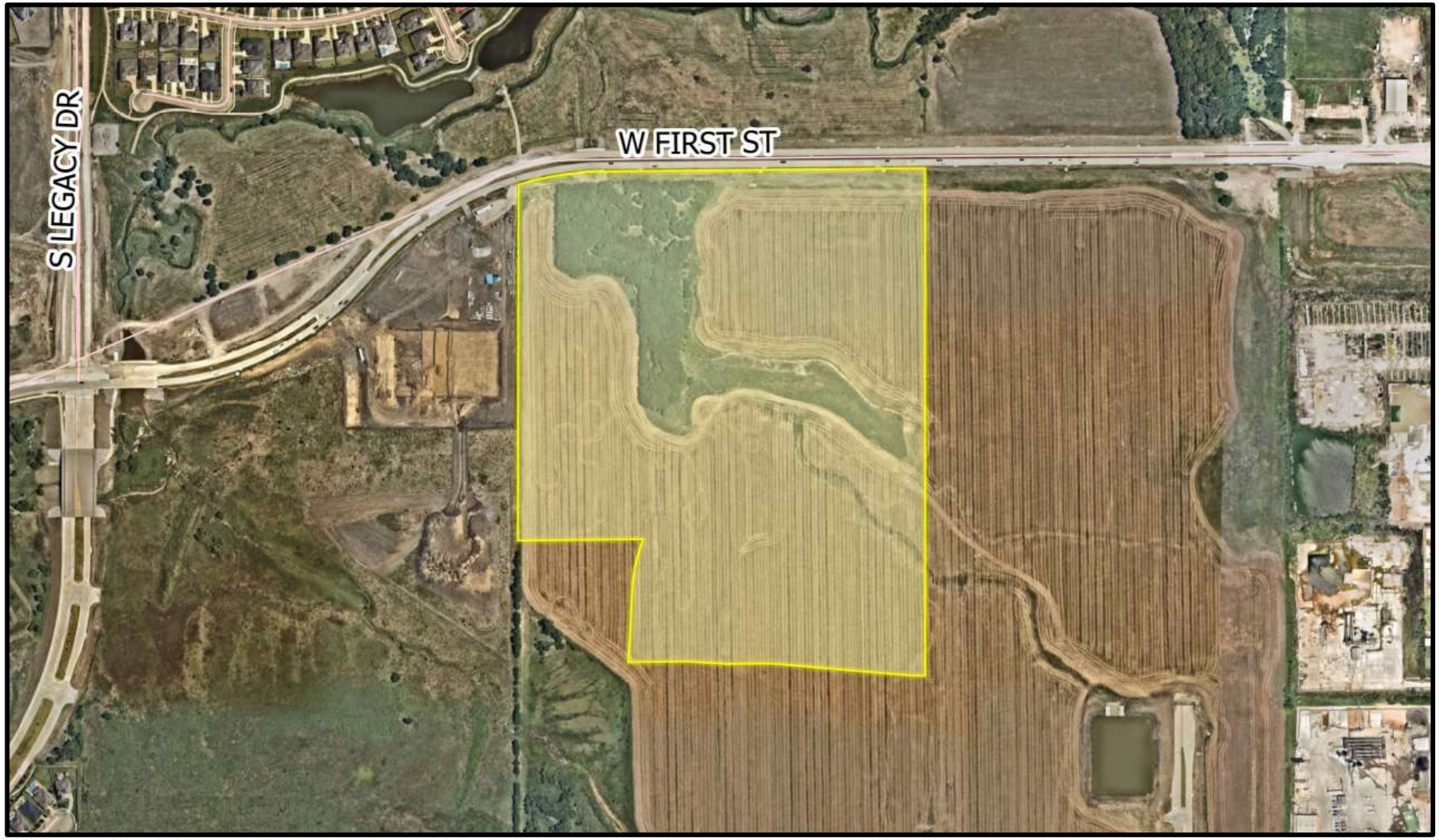
- Reduction of Number of Multifamily Dwellings (435 to 271)
  - Increase of Retail Required Prior to Development of Multifamily (50,000 SF to 62,550 SF)
  - Develop Multifamily in Phase 4 instead of Phase 2
  - Replace Two Multifamily Buildings with Office Park
- Increase of Number of Townhome Units (88 to 116)
- Removal of Assisted Living

Background Cont.

Following the Town Council Meeting on November 11, 2025, the applicant presented the proposed development at the February 24, 2026, Town Council Meeting. The item was tabled to June 9, 2026, to allow the applicant time to adjust the plan based on feedback received by the Council.

In response to the feedback at this meeting, the applicant updated the plan as follows:

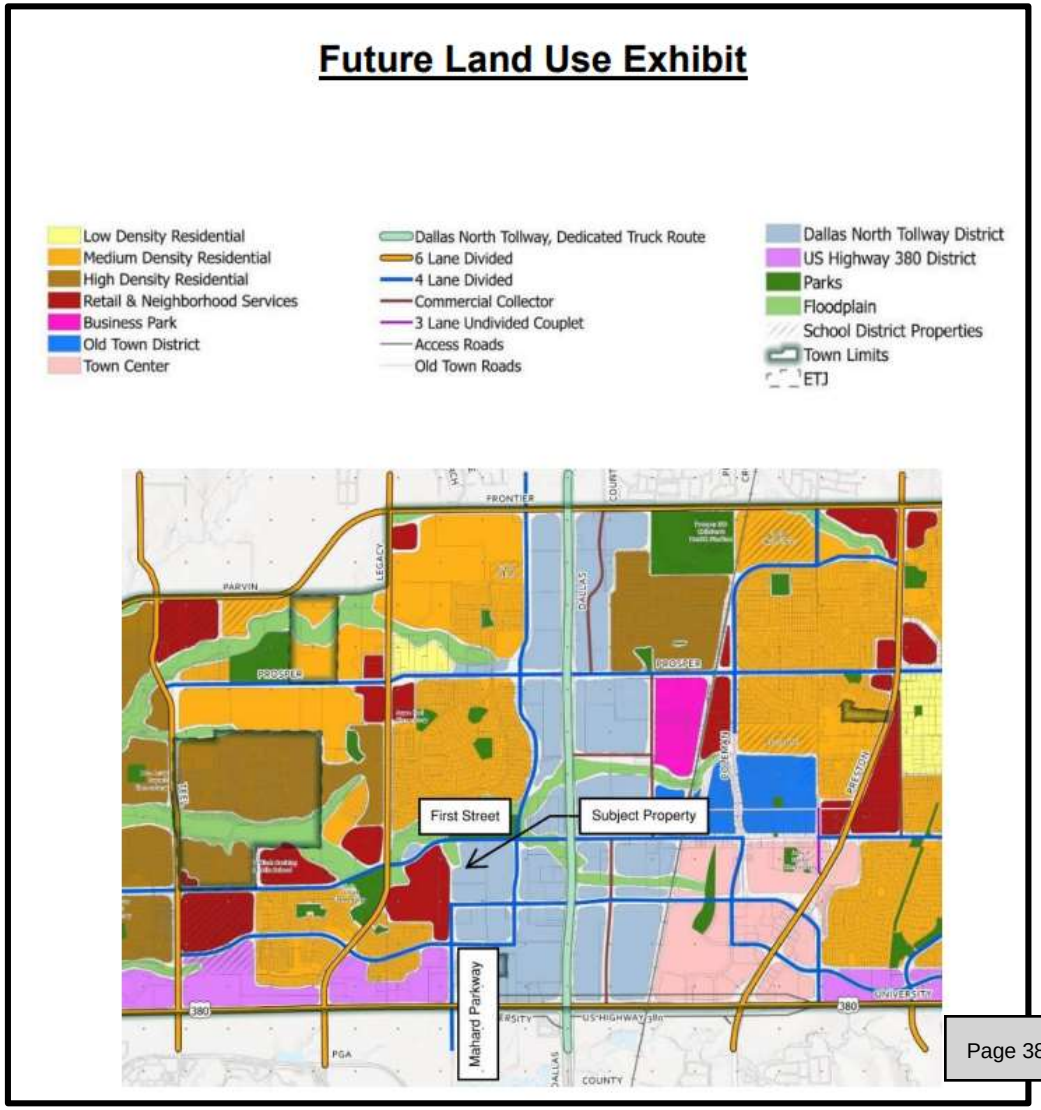
- Removal of Multifamily Dwellings (271 to Zero)
- Decrease of Number of Townhome Units (116 to 88)
    - Decrease of Retail Required Prior to Residential Development (62,550 SF to 52,450 SF)


S LEGACY DR
W FIRST ST

Future Land Use Plan

Dallas North Tollway District:

- Recommends the most intense land uses within the Town.
    - Encourages mixed-used development containing a mixture of office, retail, and residential uses.

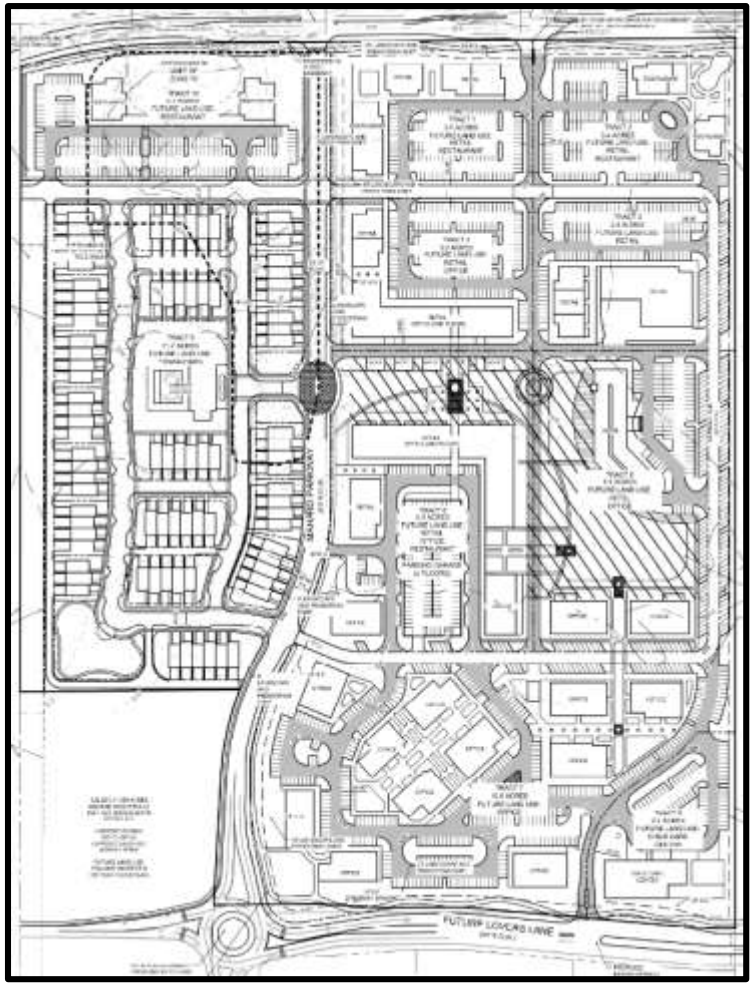


Zoning

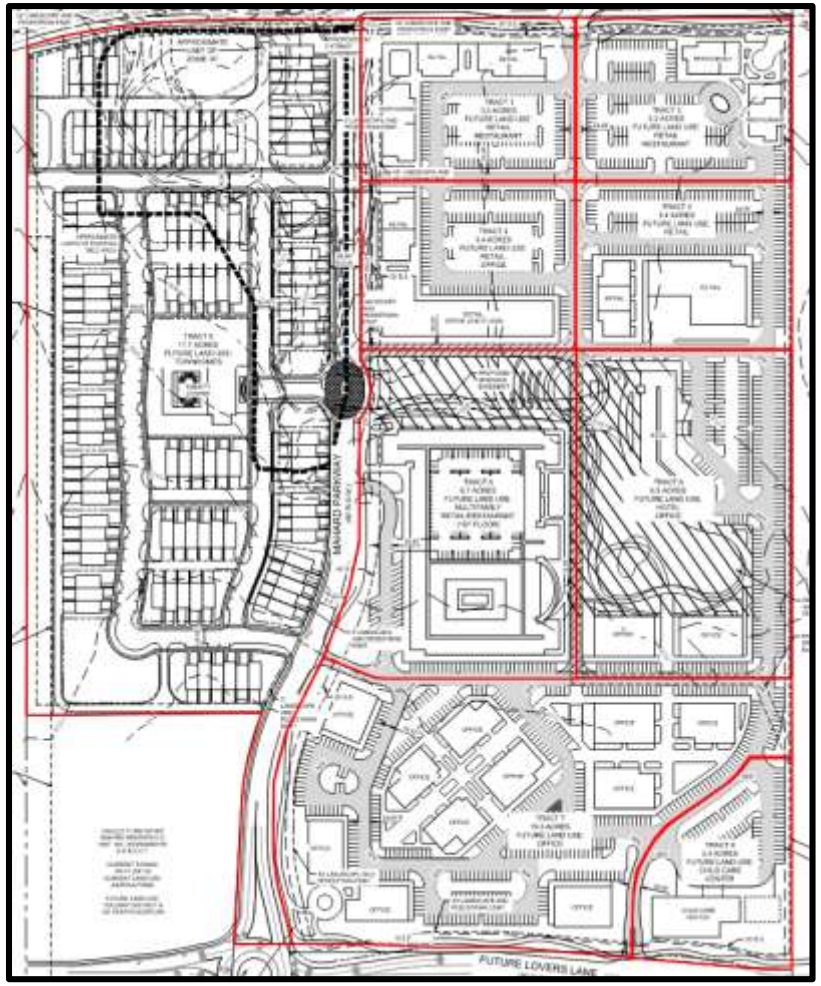
	Zoning	Current Land Use	Future Land Use Plan
Subject Property	Agricultural and Planned Development-71	Vacant	Dallas North Tollway District
North	Planned Development-66 (Star Trail)	Single-Family Residential	Medium Density Residential
East	Planned Development-41 (Multifamily)	Vacant	Dallas North Tollway District
South	Planned Development-71 (Single Family-10)	Vacant	Dallas North Tollway District
West	Commercial	Community Center (Children's Hunger Fund)	Retail & Neighborhood Services



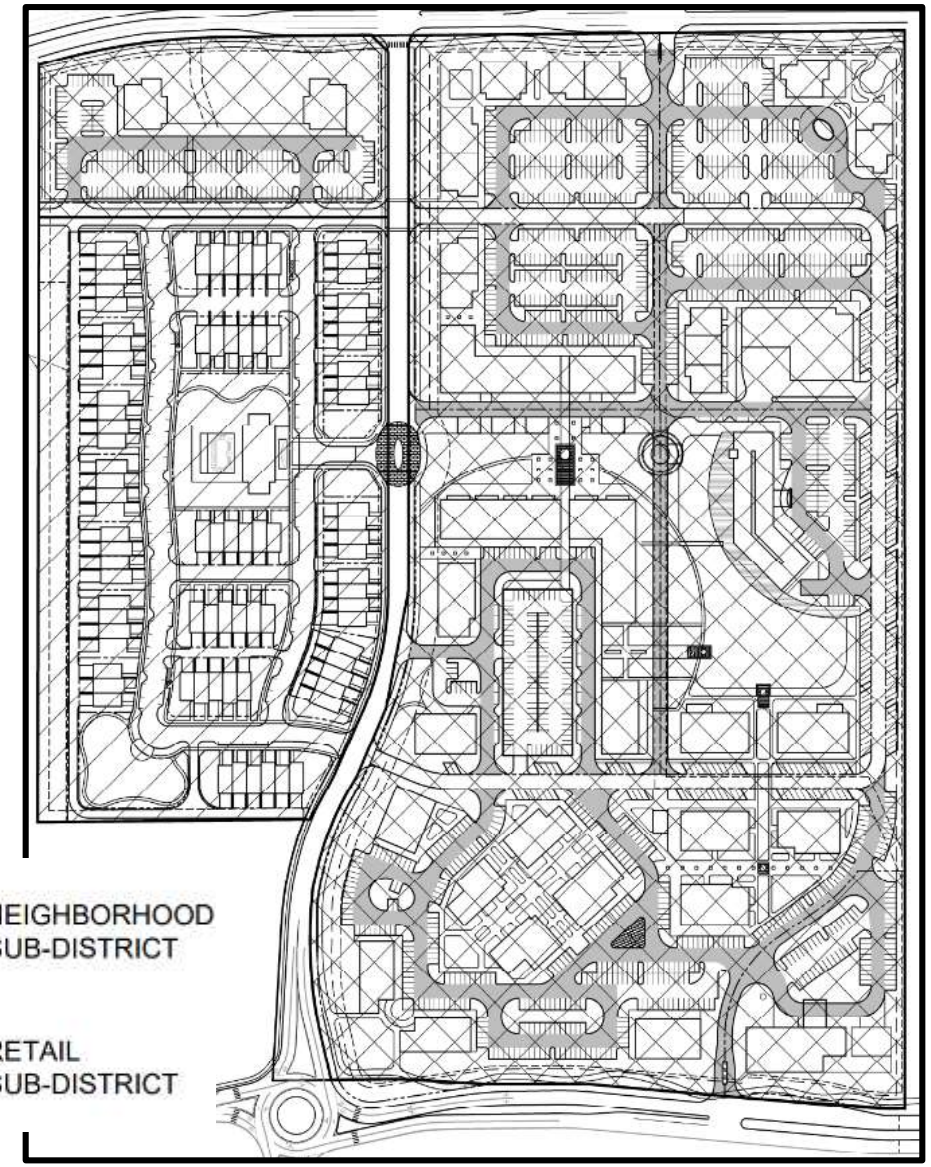
Current Proposal

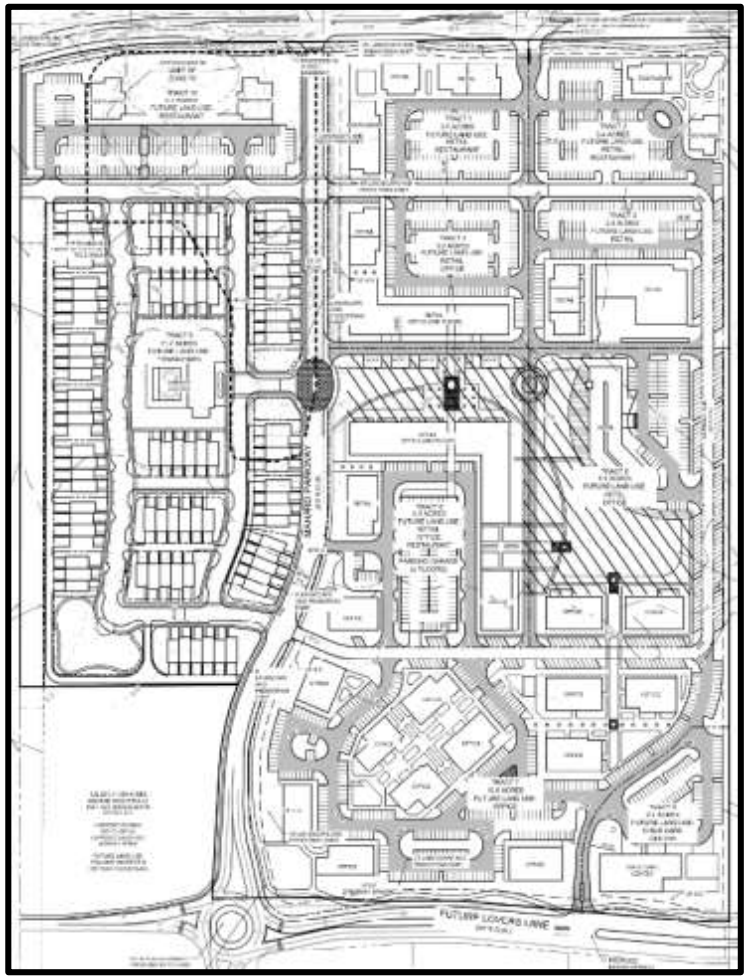


Previous Proposal



The development is broken into two subdistricts and ten tracts.





Subdistrict Regulations (Neighborhood Subdistrict)

District Regulations

(The following represent the proposed deviations from standard regulations.)

Townhome:

- Setbacks: Decrease in Front (25’ to **20’**) & Increase in Rear (20’ to **25’**)
- Height: Increase from 40’ to **45’**
- Lot Coverage: Increase from 55% to **70%**

Subdistrict Regulations (Retail Subdistrict)

District Regulations

(The following represent the proposed deviations from standard regulations.)

Full-Service Hotel:

- Height: Increase from 2 Stories to **8 Stories**

Office Uses:

- Height: Increase from 2 Stories to **3-6 Stories**

Retail Uses:

- Floor Area Ratio: Increase from 0.4:1 to **0.8:1**

Access & Parking

Street E-E:

- Right-of-way section (26 feet) that will be constructed through the interior of the subdistrict.
  - Reduced front building setback proposed for buildings along this roadway. (20 Feet)
  - No landscape easement or buffer proposed along this roadway.

Parking:

- Shared parking proposed for spaces on the east side of Street E-E within Tracts 3 and 6.
  - Property Owner's Association
  - Parking Analysis (Site Plan)
  - Shared Parking Agreement (Site Plan)

General Regulations (Both Subdistricts)

Development Guidelines

Phasing:

This project will be constructed in four phases.

Triggers:

- A minimum of 60,950 square feet of commercial development will be constructed prior to the construction of the townhomes.
- The full length of Mahard Parkway, as shown on the conceptual plan, will be constructed with the townhome section.

Architectural Standards

Building Materials:

- Primary (Min. of 75%)
  - Brick
  - Cementitious Panel System (Max. of 35%)
  - Glazing (Curtain or Window Wall)
  - Stone (Natural or Manufactured)

- Secondary (Max. of 25%)
  - Clapboard Siding
  - Metal Panel Systems
  - Resin-Impregnated Wood Panel System
  - Stucco (Three-Coat)

- First Floor of Buildings
  - Masonry Cladding (Min. of 90%)
  - Metal Panel Systems

- Office Buildings
  - Decorative or Enhanced Concrete Tilt Wall (Max. of 60%)
  - Primary Materials
  - Secondary Materials

Building Design:

- Articulation
  - Articulation will be accentuated by the inclusion of architectural building features, awnings or canopies, or different building materials and is required where retail or service uses take place on the first floor of a building and building façades front both streets and driveways.

- Awnings, Canopies, and Overhangs
  - Awnings and canopies will be comprised of materials that are complimentary to the building.

- Door and Windows
  - Windows will be transparent on 30% of ground floor façade areas facing open space or right-of-way and 20% of upper floor façade areas facing right-of-way.

- Embellishments and Mechanical Equipment
  - Architectural embellishments and mechanical equipment may extend 20 feet above the building height provided they are setback at a distance equal to their height or are integral parts of the building façade.

Building Design Continued:

- Entries
  - Entries will be highlighted using building articulation and entry canopies.

- Façade Composition
  - Façade compositions will consist of architecturally compatible multi-tenant storefronts, defined and articulated building entrances, and accentuated and unique features for “feature buildings” located at the intersection of streets.

- Height
  - Hotel: Minimum of 4 Stories
  - Office: Minimum of 2 Stories
  - Restaurant/Retail: Minimum of 1 Story
  - Townhome: Minimum of 2 Stories

Building Design Continued:

- Parking Structures
  - Parking structures will have horizontal and vertical articulation, clearly marked entries and exits for vehicles and pedestrians, and architectural finishes compatible to surrounding buildings if visible from the street.

- Projections
  - Projections into Fire, Access, Utility, and Drainage Easements (F.A.U.D.E.) are permitted if there are no encroachments into building setbacks, extensions over public right-of-way, and extensions over public utilities located within a fire lane or public utility easement.

- Roof Form
  - Roofs will be flat or low-pitched (2.5:12 or lower) with parapets.

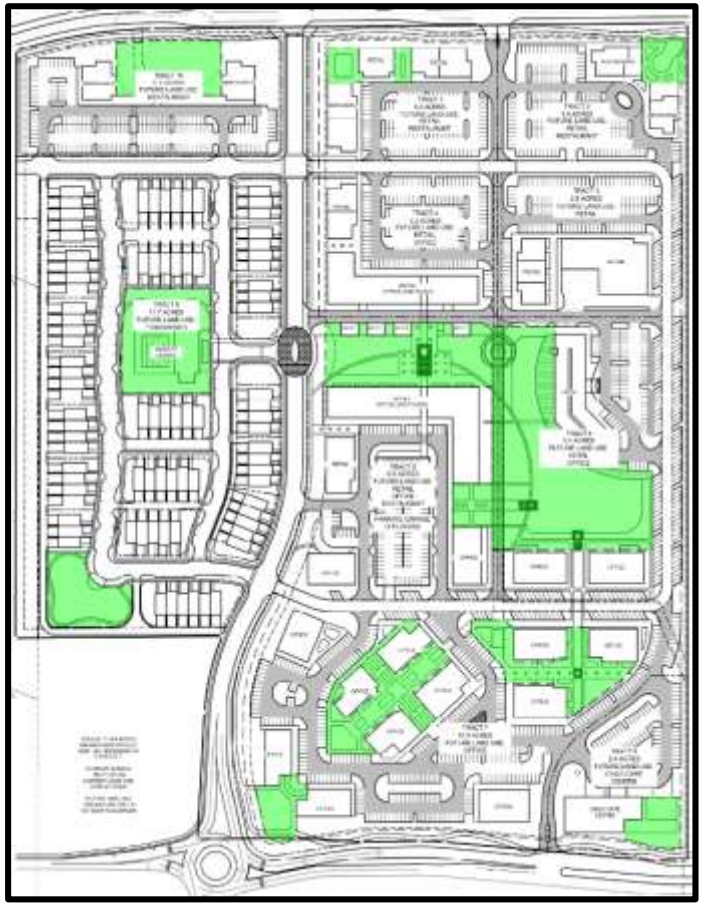
Landscaping & Open Space

Neighborhood Subdistrict:

- Open Space to be exclusively within Townhome Area (Min. of 20%)

Retail Subdistrict:

- Enhancements to Required Landscaping
  - Perimeter, Interior, and Building
- Open Space for Commercial Lots (Min. of 7% for Each Lot)
  - Incorporated with Entire Subdistrict



Recommendation

Town Staff:

- Town Staff recommends approval of the Planned Development.

Planning and Zoning Commission

- Planning and Zoning Commission recommended approval of the Planned Development. (5-0)

Noticing:

- Friday, September 26th (No Response)

TOWN OF PROSPER
A Place Where Everyone Matters

PLANNING

To: **Mayor and Town Council**

From: **David Hoover, AICP, Director of Development Services**

Through: **Mario Canizares, Town Manager**
Chuck Ewings, Assistant Town Manager

Re: **AMR Premium Storage Garages Wet Pond Waiver Request**

Town Council Meeting – June 9, 2026

Strategic Visioning Priority: Provide Excellent Municipal Services

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Agenda Item:
Consider and act upon a request to waive the Town's Drainage System Design Requirements for a wet or underground detention pond for the detention pond on the proposed AMR Premium Storage site.

Description of Agenda Item:
The Town's Drainage System Design Requirements adopted in 2017 requires wet or underground detention to satisfy detention requirements where applicable. Section 6.09.F. allows a process to request a waiver from the Town Council to allow a dry detention pond only in the following circumstances:

- Physical constraints
- Hydraulic limitations
- Other hardships

AMR Premium Storage Garages is proposing a new vehicle storage facility on 10.8± acres on the west side of Coleman Street and 1,740± feet south of Prosper Trail. The applicant believes that the proposed dry detention pond would meet the Town standards for the following reasons:

- The pond is located at the rear of the property and is not visible from any public street or right-of-way.
- The pond is adjacent to an existing railroad corridor, providing natural screening.
- All adjacent detention facilities are dry ponds, maintaining consistency with surrounding development.
- The pond will fully comply with Town of Prosper stormwater criteria, including detention volume and release rates.

Wet ponds are required by the Town for stormwater management due to multiple environmental, hydrologic, and regulatory benefits such as flood control and water quality improvement. The planned development was approved in 2022, after the Town had adopted detention pond requirements. There was no allowance for a dry detention pond in the Planned Development Standards.

Budget Impact:
There is no budgetary impact affiliated with this item.

Attached Documents:
1. Request Letter with Exhibit

Town Staff Recommendation:
Town Staff does not find there are any physical constraints, hydraulic limitations, or other hardships that would prevent providing a wet pond at the proposed location. Therefore, the staff recommends denying the request for a waiver to allow a dry pond.

Proposed Motion:
I move to (approve /deny) the request to waive the Town's Drainage System Design Requirements for a wet or underground detention pond for the proposed AMR Premium Storage Garages site.

DRAINAGE WAIVER REQUEST – DRY DETENTION POND
AMR Premium Storage – Town of Prosper, Texas

To Whom It May Concern,

On behalf of AMR Premium Storage, we respectfully submit this request for a waiver from the Town of Prosper requirements related to detention pond design and aesthetic treatment as they pertain to wet detention / enhanced aesthetic pond expectations.

Per the intent of the Town of Prosper Subdivision Ordinance (Chapter 10) and the Engineering Design Standards, Section 6 – Drainage System Design Requirements, stormwater facilities must protect public health, safety, and welfare while ensuring adequate drainage and minimizing downstream impacts. The proposed design meets these intent-based requirements.

The proposed detention facility is a dry detention pond and meets the intent of Town standards for the following reasons:

- The pond is located at the rear of the property and is not visible from any public street or right-of-way.
- The pond is adjacent to an existing railroad corridor, providing natural screening.
- All adjacent detention facilities are dry ponds, maintaining consistency with surrounding development.
- The pond will fully comply with Town of Prosper stormwater criteria, including detention volume and release rates.

Demonstration of Compliance with Applicable Standards
Although a wet detention pond is not proposed, the design complies with the Town's drainage criteria and satisfies the underlying objectives of stormwater management:

- The facility is designed to prevent adverse downstream impacts by meeting required detention volume and release rates.
- The design supports public health, safety, and welfare by providing adequate drainage infrastructure.
- Water quality is addressed through standard detention basin function, including sedimentation and controlled discharge.
- The design is consistent with surrounding drainage infrastructure and development patterns.
- Town standards allow flexibility where the overall intent is achieved without adverse impacts.

Given that the pond is not publicly visible, is screened by existing infrastructure, is consistent with surrounding conditions, and meets the intent of Town drainage requirements, we respectfully request approval of this waiver.

Sincerely,

Drew Donosky, PE
Claymoore Engineering, Inc.
3231 Harwood Road, Bedford, TX 76021
drew@claymooreeng.com | 817.281.0572

SITE PLAN NOTES:

1) All development standards shall follow Town Standards.
2) Landscaping shall conform to landscape plans approved by the Town of Prosper.
3) All development standards shall follow Fire Requirements per the Town of Prosper.
4) Handicapped parking areas and building accessibility shall conform to the Americans with Disabilities Act (ADA) and with the requirements of the current, adopted Building Code.
5) All signage is subject to Building Official approval.
6) Impact fees will be assessed in accordance with the land use classification(s) identified on the Site Data Summary Table; however, changes to the proposed land use at the time of CO and/or finish-out permit may result in additional impact fees and/or parking requirements.
7) The approval of a Preliminary Site Plan shall be effective for a period of two (2) years from the date that the Preliminary Site Plan is approved by the Planning & Zoning Commission, at the end of which time the applicant must have submitted and received the approval of a Site Plan by the Planning & Zoning Commission. If a site plan is not approved within such two (2) year period, the Preliminary Site Plan approval is null and void. If Site Plan approval is only for a portion of the property, the approval of the Preliminary Site Plan for the remaining property shall be null and void.
8) Open Space requirements shall follow the Zoning Ordinance, per tract. Open Space shall not include vehicular paving, required parking lot landscape islands, building footprint, utility yards, required landscape setbacks, sidewalks, and detention pond.

WATER METER SCHEDULE

ID	TYP.	SIZE	NO.	SAN. SEWER
1	DOM.	2"	4	6"
2	IRR.	1.5"	1	N/A
3	DOM.	1"	12	6"

Site Benchmarks:

TBM-1: "X" CUT SET ON CONCRETE DRIVEWAY LOCATED NORTH OF PROPERTY. APPROXIMATELY 453 FEET WEST OF COLEMAN STREET. ELEVATION = 647.30.

TBM-2: "X" CUT SET ON CONCRETE DRIVEWAY LOCATED NORTH OF PROPERTY. APPROXIMATELY 391 FEET WEST OF COLEMAN STREET. ELEVATION = 667.60.

City Benchmarks:

BM NO. 4: BRONZE DISK STAMPED "TOWN OF PROSPER SURVEY MONUMENT" LOCATED ON THE NORTHWEST CORNER OF A CURB INLET LYING ON THE WEST SIDE OF S. MAIN STREET +30' SOUTH OF THE INTERSECTION OF S. MAIN STREET AND W. 3RD STREET.. ELEVATION = 666.47

FLOODPLAIN NOTE

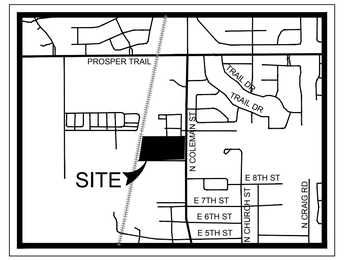
THE PROPERTY IS LOCATED IN NON-SHADED ZONE "X" AND ZONE "AE" AS SCALED FROM THE F.E.M.A. FLOOD INSURANCE RATE MAP DATED JUNE 2ND, 2009 AND IS LOCATED IN COMMUNITY NUMBER 480141 AS SHOWN ON MAP NUMBER 48085C0235J, AS AFFECTED BY LETTER OF MAP REVISION TO THE TOWN OF PROSPER, COLLIN COUNTY, TEXAS WITH CASE NO. 17-06-1828P, EFFECTIVE JANUARY 18, 2018. THE LOCATION OF THE FLOOD ZONE IS APPROXIMATE. FOR EXACT FLOOD ZONE DESIGNATION, PLEASE CONTACT 1-(877) FEMA MAP.

GRAPHIC SCALE

50 0 25 50 100

1 inch = 50 ft.

NOTES:
1. ALL DIMENSIONS ARE TO FACE OF CURB UNLESS OTHERWISE NOTED.
2. REFER TO ARCHITECTURAL PLANS FOR BUILDING DIMENSIONS AND EXACT DOOR LOCATIONS.

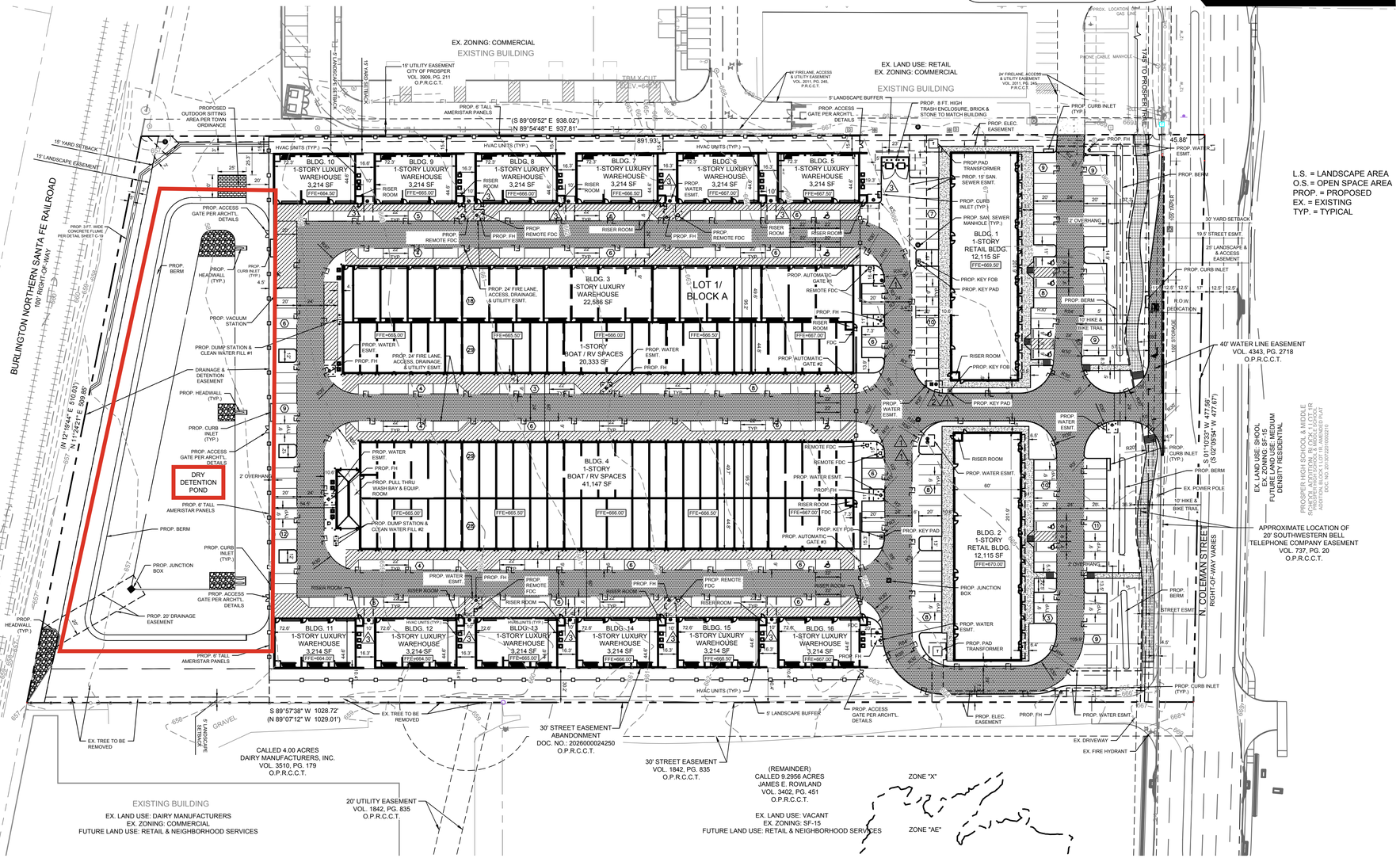


VICINITY MAP
N.T.S.

L.S. = LANDSCAPE AREA
O.S. = OPEN SPACE AREA
PROP. = PROPOSED
EX. = EXISTING
TYP. = TYPICAL

LEGEND

	PROPOSED FIRE LANE PER TOWN OF PROSPER STANDARDS
	PROPOSED CONCRETE SIDEWALK
	PROPOSED PUBLIC CONCRETE SIDEWALK PER CITY DETAILS
	PROPOSED CONCRETE CURB AND GUTTER
6	PARKING COUNT
FL	PROPOSED FIRE LANE STRIPPING
	PROPOSED HVAC UNITS



SITE DATA SUMMARY

LOT	EX. ZONING / PROPOSED ZONING	PROPOSED USE	LOT SIZE (ACRES)	LOT SIZE (SQ. FT.)	BLDG AREA	BLDG HGT. (FT)	LOT COVERAGE REQ.	LOT COVERAGE PROV.	FLOOR AREA RATIO REQ.	FLOOR AREA RATIO PROV.	PARKING USED	PARKING REQ.	PARKING PROV.	HANDICAP SP. REQ.	HANDICAP SP. PROV.	TOTAL IMPERVIOUS (SQ FT)		LANDSCAPING REQ. (15 SF PER PARKING SPACE)	LANDSCAPING PROV.	OPEN SPACE REQ. (7% NET SITE AREA), SQ FT	OPEN SPACE PROV.	
LOT 1	PLANNED DEVELOPMENT-117 (PD-117)	BOAT & RV SPACES / LUXARY WAREHOUSE / LUXURY OFFICES	10.76	469,046	122,634	1 STORY 28' - 0"	50% MAX	26.2%	0.5:1 MAX	0.27	LUXURY WAREHOUSE RATIO (1/1000 SF)	123	124	5	6	327,278	70%	3,555	8,274	32,833	53,343	11%
		RETAIL/OFFICE BLDGS.			24,230	1 STORY 20' - 10 1/2"		5.2%	0.5:1 MAX	0.05	RETAIL/ OFFICE BLDG. RATIO (1/250 SF)	97	113	5	6							
				TOTAL	146,864			32.1%		0.32		220	237	10	12							

PLOTTED BY: MARK TORRES
PLOT DATE: 5/13/2026 10:39 AM
LOCATION: Z:\PROJECTS\PROJECTS\2021-217 BEATY COLEMAN PROSPER\CADD\SHEETS\SP-1 SITE PLAN.DWG
LAST SAVED: 5/13/2026 10:15 AM

TEXAS REGISTRATION #14199
CLAYMOORE ENGINEERING
PHONE: 817.281.0572
WWW.CLAYMOOREENG.COM
1105 CHEEK SPARGER RD, SUITE #1
COLLEYVILLE, TX 76034

STATE OF TEXAS
DREW DONOSKY
125651
LICENSED
PROFESSIONAL ENGINEER
5/13/2026

AMR PREMIUM STORAGE
TOWN OF PROSPER, TX

No.	DATE	REVISION	BY

AMR PREMIUM STORAGE

SITE PLAN
DEVAPP-25-0127

OWNER:
AMR PREMIUM STORAGE LLC
200 CRESCENT COURT, SUITE 1820
DALLAS ,TX 75201
PH: 469.941.4402
CONTACT NAME: RUSH GRAVES

APPLICANT:
CLAYMOORE ENGINEERING, INC.
1903 CENTRAL DRIVE, SUITE #406
BEDFORD, TX 76021
PH: 817.281.0572
CONTACT NAME: DREW DONOSKY

SURVEYOR:
EAGLE SURVEYING, LLC
210 SOUTH ELM STREET, SUITE #104
DENTON, TX 76201
PH: 940.222.3009
CONTACT NAME: MATTHEW RAABE

LEGAL DESCRIPTION:
BEATY ADDITION,BLOCK A, LOT 1,
11.290 ACRE TRACT OF LAND CONVEYED TO
COLEMAN STREET 11 ACRE PARTNERS, LLC
BY DEED OF RECORD DOC. # 20191007001251960
OF THE OFFICIAL PUBLIC RECORDS OF COLLIN COUNTY, TEXAS

CITY:	STATE:
PROSPER	TEXAS

COUNTY	SURVEY:	ABSTRACT NO.
COLLIN	COLLIN CO SCHOOL LAND SURVEY	147

SITE PLAN

DESIGN:	MKT
DRAWN:	MKT
CHECKED:	ASD
DATE:	5/13/2026

SHEET
SP-1

File No. 2021-217