

## **HAIMAN ADDITION DEVELOPMENT AGREEMENT**

**THIS HAIMAN ADDITION DEVELOPMENT AGREEMENT** ("Agreement") is entered into by and between the Town of Prosper, Texas ("Town"), and Haiman Family Legacy Wealth Trust, Frederick O. Haiman and Deana Shutes-Haiman (collectively, "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 Haiman Addition, Block A, Lot 1 ("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 \_\_\_\_\_, 2025, 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 Collin County, Texas. Exclusive venue for any action arising under this Agreement shall lie in Collin 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:       Haiman Family Legacy Wealth Trust

c/o Deana L. Shutes - Haiman  
305 E 7th Street  
Prosper, TX 75078

c/o Frederick Haiman  
5300 Town & Country, Suite 200  
Frisco, TX 75034

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 Collin 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.

**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 \_\_\_\_\_, 2025, 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:**

**Haiman Family Legacy Wealth Trust**

By: \_\_\_\_\_  
Name: Frederick O. Haiman

Title: \_\_\_\_\_

By: \_\_\_\_\_  
Name: Deana Shutes-Haiman

Title: \_\_\_\_\_

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

This instrument was acknowledged before me on the \_\_\_\_ day of \_\_\_\_\_, 2025, by Frederick O. Haiman and Deana Shutes-Haiman on behalf of Haiman Family Legacy Wealth Trust, known to be the persons whose names are subscribed to the foregoing instrument, and that they 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)**



**DESCRIPTION OF**  
**0.6428 ACRES OR 28,000 SQ. FT.**

BEING A TRACT OF LAND SITUATED IN THE COLLIN COUNTY SCHOOL LANDS, ABSTRACT NUMBER (NO.) 147, COLLIN COUNTY, TEXAS, BEING ALL OF LOT 1, BLOCK A, HAIMAN ADDITION, AN ADDITION TO THE TOWN OF PROSPER, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN INSTRUMENT (INST.) NO. 20150511010001530, PLAT RECORDS OF COLLIN COUNTY, TEXAS (P.R.C.C.T.), SAME BEING TRACT OF LAND DESCRIBED TO HAIMAN FAMILY LEGACY WEALTH TRUST IN SPECIAL WARRANTY DEED RECORDED IN 20160310000287060, OFFICIAL PUBLIC RECORDS OF COLLIN COUNTY, TEXAS (O.P.R.C.C.T.), AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS, (BEARINGS AND DISTANCES ARE BASED ON THE STATE PLANE COORDINATE SYSTEM, TEXAS NORTH CENTRAL ZONE (4202) NORTH AMERICAN DATUM 83 (NAD83)(US FOOT) WITH A COMBINED SCALE FACTOR OF 1.00015271):


BEGINNING AT 1/2 INCH REBAR FOUND FOR THE SOUTHEAST CORNER OF SAID LOT 1, SAID POINT LYING ON THE NORTH RIGHT-OF-WAY LINE OF SEVENTH STREET (60 FOOT RIGHT-OF-WAY);

THENCE, NORTH 89 DEGREES 45 MINUTES 39 SECONDS WEST, WITH THE NORTH RIGHT-OF-WAY LINE OF SAID SEVENTH STREET, A DISTANCE OF 200.00 FEET TO A CAPPED 1/2 INCH REBAR STAMPED "WINDROSE" SET FOR THE SOUTHWEST CORNER OF SAID LOT 1;

THENCE, NORTH 00 DEGREES 03 MINUTES 21 SECONDS EAST, WITH THE WEST LINE OF SAID LOT 1, A DISTANCE OF 140.00 FEET TO A CAPPED 1/2 INCH REBAR STAMPED "WINDROSE" SET FOR THE NORTHWEST CORNER OF SAID LOT 1, SAID POINT LYING ON THE SOUTH RIGHT-OF-WAY LINE OF A 20 FOOT ALLEY;

THENCE, SOUTH 89 DEGREES 45 MINUTES 39 SECONDS EAST, WITH THE SOUTH RIGHT-OF-WAY LINE OF SAID 20 FOOT ALLEY, A DISTANCE OF 200.00 FEET TO A CAPPED 1/2 INCH REBAR STAMPED "WINDROSE" SET FOR THE NORTHEAST CORNER OF SAID LOT 1;

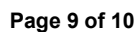
THENCE, SOUTH 00 DEGREES 03 MINUTES 21 SECONDS WEST, WITH THE EAST LINE OF SAID LOT 1, A DISTANCE OF 140.00 FEET TO THE POINT OF BEGINNING AND CONTAINING 0.6428 ACRES OR 28,000 SQUARE FEET OF LAND, MORE OR LESS.

  
MARK N. PEEPLES  
R.P.L.S. NO. 6443  
STATE OF TEXAS  
FIRM REGISTRATION NO. 10194331



12-19-2023  
DATE:





## EXHIBIT B

### (Building Materials)

#### Architectural Standards

The architectural standards within this Planned Development are as follows:

- Building materials requirements
  - The exterior facades shall be constructed of 100 percent masonry (clay fired brick, natural and manufactured stone, granite, marble, and stucco). Other materials may be approved by the Director of Development Services.
  - Stucco on structures shall be traditional 3-coat process cement plaster stucco.
  - Cementitious materials may constitute up to twenty percent (20%) of the area for stories other than the first story.
  - On side and rear elevations, cementitious materials may not be used as a façade cladding material for portions of upper stories that are in the same vertical plane as the first story.
  - The exterior cladding of chimneys shall be brick, natural or manufactured stone, or stucco.
  - Cementitious materials may be used for architectural features, including window box-outs, bay windows, roof dormers, garage door headers, columns, or other architectural features approved by the Building Official.
- Existing Structures
  - Exterior alterations not related to maintenance shall be approved by the Director of Development Services or his/her designee.
- New Structures
  - The architectural style of the building shall be compatible with the neighboring properties.
  - 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.
  - Shall incorporate covered porches into the front façade, a multiplicity of roof forms, and high pitch roof lines. Recommended architectural styles are Craftsman, Folk Traditional, and Victorian.