

McCASLAND TRACT DEVELOPMENT AGREEMENT

THIS McCASLAND TRACT ADDITION DEVELOPMENT AGREEMENT ("Agreement") is entered into by and between the Town of Prosper, Texas ("Town"), and George L. McCasland ("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 McCasland Tract ("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. 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: George L McCasland
 5902 Winchester Drive
 Texarkana, TX 75503

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:

George L. McCasland

By: _____
Name: George L. McCasland

Title: _____

STATE OF TEXAS)
)
COUNTY OF _____)

 This instrument was acknowledged before me on the ____ day of _____, 2026, by George L. McCasland, 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-1
ZONE-25-0006
METES AND BOUNDS DESCRIPTION

BEING a tract of land situated in the John M. McKim Survey, Abstract No. 889 and the J. Durrett Survey, Abstract No. 350, Town of Prosper, Denton County, Texas, being all of a tract conveyed to George L. McCasland, by deed recorded in Document Number 2022-128993 of the Official Public Records of Denton County, Texas (OPRDCT), with the subject tract being more particularly described as follows:

BEGINNING at a 1/2" iron rod found in the south line of Parvin Road, a variable width right-of-way, at the northeast corner of a tract of land conveyed to Prosper Meadows, LP, by deed recorded in Document Number 2019-65177 (OPRDCT);

THENCE N 89°08'40" E, along said south line of Parvin Road, at a distance of 576.76 feet passing a 5/8" iron rod found, continuing in all a total distance of 775.24 feet, to a PK Nail set in asphalt at the northwest corner of a tract of land conveyed to Legacyparvin26, LLC, by deed recorded in Document Number 2021-63248 (OPRDCT);

THENCE S 00°45'36" W, 1,238.32 feet, departing said south line of Parvin Road, with the west line of said Legacyparvin26, LLC tract, to a 5/8" iron rod found at the southwest corner of said Legacyparvin26, LLC tract and the northwest corner of a tract of land conveyed to Vingrids Capital LLC, by deed recorded in Document Number 2017-89464 (OPRDCT);

THENCE S 00°35'32" W, 574.42 feet, with the west line of said Vingrids Capital LLC tract, to a point for corner;

THENCE S 00°02'56" W, 69.42 feet, continuing with said west line of said Vingrids Capital LLC tract, to a 1/2" iron rod found at the southwest corner of said Vingrids Capital LLC tract and the northwest corner of a tract of land conveyed to Legacy Storage Center, LLC, by deed recorded in Document Number 2007-139928 (OPRDCT);

THENCE S 00°51'49" W, at a distance of 284.96 feet passing a 1/2" iron rod found at the southwest corner of said Legacy Storage Center, LLC, continuing in all a total distance of 397.40 feet, to a point for corner in the west line of a tract of land conveyed to 1185 Legacy, LLC, by deed recorded in Document Number 2021-121368 (OPRDCT);

THENCE S 00°37'06" W, 229.75 feet, with said west line of 1185 Legacy, LLC tract, to a 1/2" iron rod found at the southwest corner of said 1185 Legacy, LLC tract and the northwest corner of a tract of land conveyed to Prosper Fellowship Church, by deed recorded in Document Number 2022-27503 (OPRDCT);

THENCE S 00°34'49" W, 309.66 feet, to a point for corner in Prosper Road, a variable width right-of-way;

THENCE S 89°25'57" W, 772.26 feet, with said Prosper Road, to a 1/2" iron rod with plastic cap stamped "SPIARSENG" set in the apparent centerline of said Prosper Road;

THENCE N 00°37'58" E, at a distance of 45.74 feet, passing a 5/8" capped iron rod found at the northeast corner of a tract of land conveyed to the Town of Prosper, by Right-of-Way deed recorded in Document Number 2023- 98156 (OPRDCT) and the southeast corner of said Prosper Meadows, LP tract, continuing in all a total distance of 2,815.00 feet, to the **POINT OF BEGINNING** with the subject tract containing 2,177,145 square feet or 49.98 acres of land.



EXHIBIT B
ZONE-25-0006

Architectural and Building Material Standards: Should a discrepancy exist between the Town Zoning or Subdivision Ordinance and the standards within this PD, the language herein shall prevail. The architectural and building material standards for the single-family lots are as follows:

1. **Driveways:** Driveways shall be constructed of the following materials: brick pavers, stone, interlocking pavers, stamped concrete, or concrete with stone or brick border.
2. **Exterior Surfaces:**
 - a. Masonry is defined as clay fired brick, natural and manufactured stone, granite, marble, 3 step stucco, and cementitious material (20% maximum).
 - b. The exterior facade of a main building or structure, excluding glass windows and doors, shall comply with the following standards:
 1. The exterior facades shall be constructed of 100 percent (100%) masonry, unless otherwise specified herein.
 2. Cementitious materials may constitute up to fifty percent (50%) of the area for stories other than the first story provided it does not exceed 20% for the entire home.
 3. Any portion of an upper story, excluding windows, that faces a street, public or private open space, public or private parks, or hike and bike trails, shall be a minimum of eighty percent (80%) masonry and cementitious material may be used for up to twenty percent (20%) provided it does not exceed 20% for the entire home.
 4. The exterior cladding of chimneys shall be brick, natural or manufactured stone, or 3 step stucco.
 5. Cementitious materials may be used for architectural features, including window box outs, bay windows, roof dormers, garage door headers, columns, chimneys not part of an exterior wall, or other architectural features approved by the Director of Development Services.
3. **Roofing:**

- a. Structures shall have a composition, slate, clay tile, standing seam metal, or cement/concrete tile roof. Wood shingles are prohibited. All roofs shall be guttered.

- b. Metal roofs shall be non-reflective colors

4. **Street Network Design:**

- a. Local residential streets incorporate curvilinear street alignments

- b. Front Setback Staggering. If curvilinear streets are provided, standard stagger requirements shall not be required.

- c. Block lengths exceeding 1,000 feet shall be permitted as shown on Exhibit D due to constraints created by the floodplain, required open-space corridors, and connectivity needs.

5. **Garages:**

- a. Dwellings shall have a minimum of two (2) car garage bays totaling a minimum of four hundred feet (400 sf).

- b. Side entry garages shall be permitted on corner lots.

- c. Garage doors directly facing a street shall be located no closer than thirty feet (30') from the property line.

6. **Plate Height:** Each structure shall have a minimum principal plate height of nine feet (9') on the first floor.

7. **Air Conditioners:** No window or wall air conditioning units will be permitted on structures. All mechanical equipment (pool, air conditioning, solar collectors, etc.) must be completely screened from public view. A combination of screens, hedges, or walls should be used to screen equipment or mechanical areas.

8. **Porches:** Porches are required for lots facing the creek or open space.

9. **Anti-Monotony:** Each house design shall not be the same as its neighboring and adjacent houses.

- a. **Landscaping:**

- i. Required trees shall not be smaller than four (4) caliper inches. A minimum of two (4) inch caliper shall be located in the front yard. The total caliper inches shall be eleven (11) caliper inches per lot.

- ii. The minimum of twenty (20) shrubs, each a minimum of three (3) gallons in size when planted, shall be planted in the front yard of each lot.
- iii. One hundred percent of all fronts, side, and rear yards not covered by hardscape or landscape beds shall be irrigated and sodded.
- iv. All foundations visible from street shall have flower beds or evergreen shrubs generally screening foundation.
- v. Thoroughfare screening trees are to be 4" minimum.
- vi. Berming is required on both Parvin Road and Prosper Trail
- vii. Underbrush along creek should be cleared for more visibility and overall tidiness of the creek banks.

ELEVATIONS

