

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 _____, 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:

George L. McCasland

Title: _____

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.

EXHIBIT A-1
ZONE-25-0009
METES AND BOUNDS DESCRIPTION



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.



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

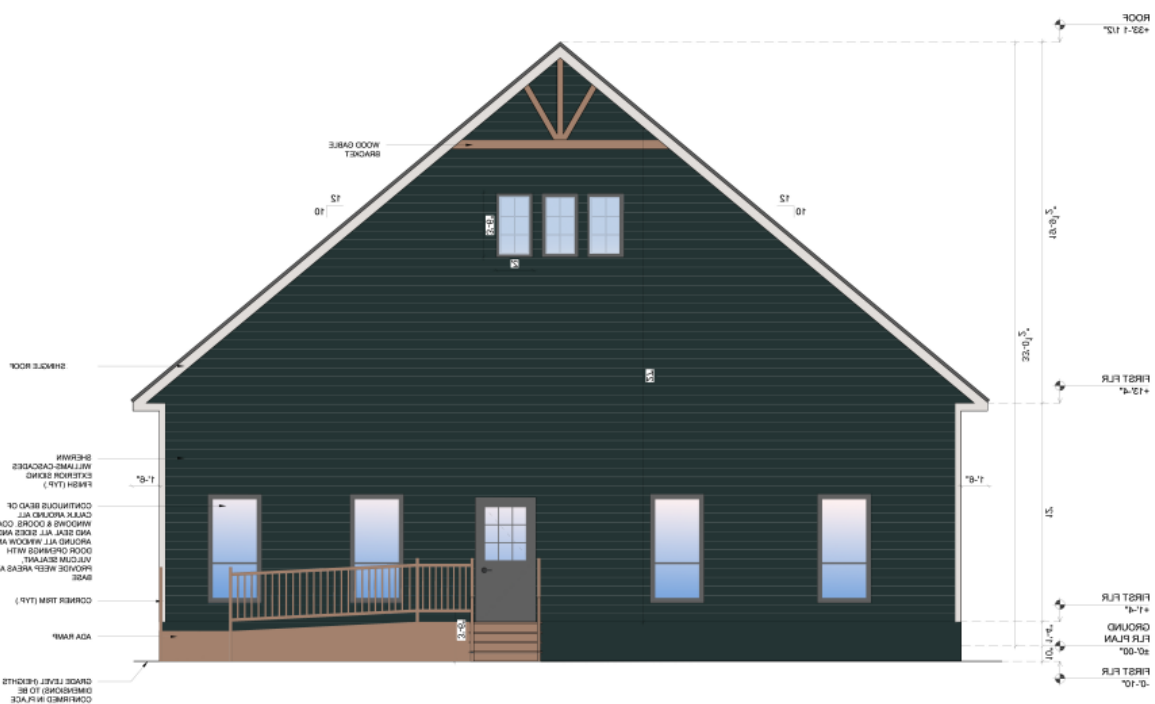
ZONE-25-0009

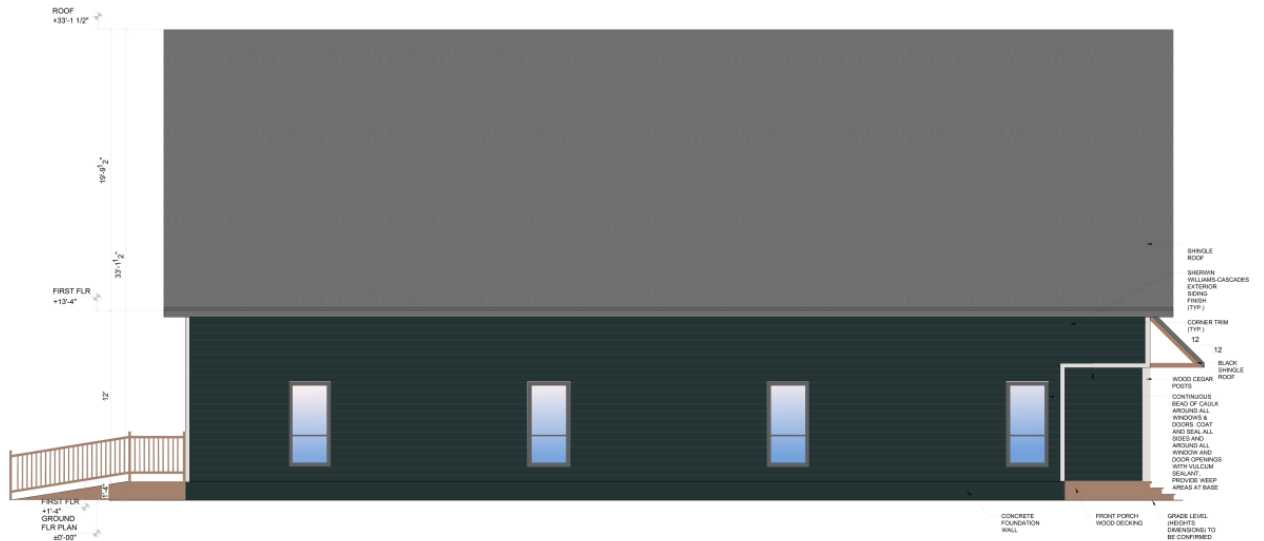
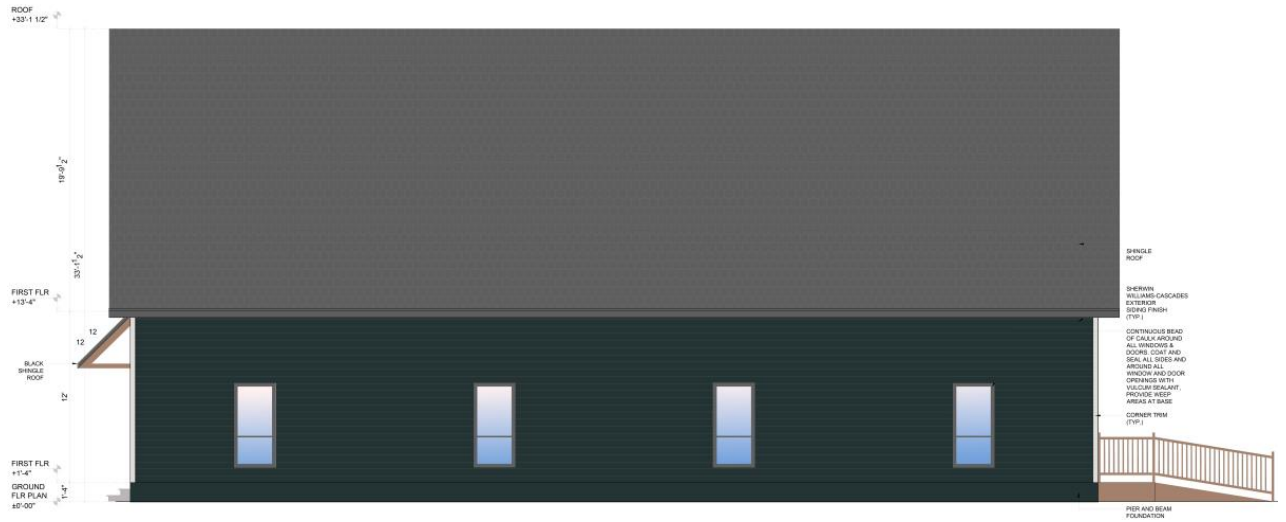
Exhibit B

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)

SW 7623
Cascades

Shingle Color Options:

