

## DEVELOPMENT AGREEMENT

**THIS DEVELOPMENT AGREEMENT** (“Agreement”) is entered into by and between the Town of Prosper, Texas (“Town”), and Rock Creek Church, a Texas non-profit corporation (“Church”) (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**, Church is developing in the Town a house of worship on an approximate 26.1-acre tract of land generally located north of West First Street and west of South Legacy Drive in the Town (the “Property”), and a legal description and depiction of the Property is attached hereto as Exhibit A and incorporated by reference; and

**WHEREAS**, the foregoing Property was rezoned by the Town Council on or about January 9, 2024, 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 Church’s reasonable investment-backed expectations in the 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.** Any structure built on the Property shall comply with the elevations and building materials requirements contained in Exhibit B, 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 Church 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 owner of the Property, regardless of whether this Agreement is expressly referenced therein.

**3. Applicability of Town Ordinances.** Church shall develop the Property, and construct all structures on the Property, in accordance with all applicable Town ordinances and building/construction codes.

**4. Rough Proportionality.** Church hereby agrees that any land or property donated and/or dedicated to the Town pursuant to this Agreement, whether in fee simple or otherwise, including any easements (as may be reflected in any Final Plat), relative to any development on the Property is roughly proportional to the need for such land and Church hereby waives any claim therefor that it may have. Church 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 Church 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 services to the Property.

**5. Exactions/Infrastructure Costs.** Both the Town and Church have been represented by legal counsel in the negotiation of this Agreement and been advised or each has had the opportunity to have legal counsel review this Agreement and advise them, regarding Church's and the Town's rights under Texas and federal law. Church and the Town hereby waive any requirement that the other retain a professional engineer, licensed pursuant to Chapter 1001 of the Texas Occupations Code, to review and determine that the exactions are roughly proportional or roughly proportionate to the proposed development's anticipated impact. Church specifically reserves its right to appeal the apportionment of municipal infrastructure costs in accordance with § 212.904 of the Texas Local Government Code and any exemptions from impact fees under current or future law; however, notwithstanding the foregoing and to the extent permitted by law, Church 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.

**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 Denton County, Texas. Exclusive venue for any action arising under this Agreement shall lie in Denton 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  
                                  P.O. Box 307  
                                  Prosper, Texas 75078  
                                  Attention: Town Manager

If to Church:             Rock Creek Church  
                                  c/o Brockette Davis Drake Inc.  
                                  12377 Merit Drive, Suite 1100  
                                  Dallas, Texas 75251  
                                  Attention: Jim Riley, P.E.

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. Church warrants and represents that the individual executing this Agreement on behalf of Church has full authority to execute this Agreement and bind the Church 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 Denton 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. 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.

**17. 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.

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

**19. 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.

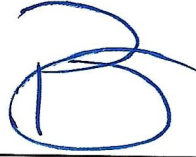
**20. Amendment.** This Agreement shall not be modified or amended except in writing signed by the Parties. A copy of each amendment to this Agreement, when fully executed and recorded, shall be provided to each Party; however, the failure to provide such copies shall not affect the validity of any amendment.

**21. 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.

**IN WITNESS WHEREOF**, the parties hereto have caused this document to be executed as of the date referenced herein.



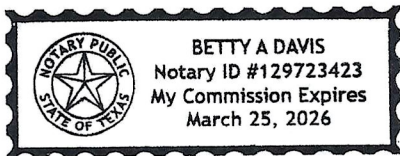
CHURCH:



By: \_\_\_\_\_  
Name: Jerry Brawner  
Title: Executive Director of Operations

STATE OF TEXAS        )  
                                  )  
COUNTY OF Collin    )

This instrument was acknowledged before me on the 19<sup>th</sup> day of January, 2024, by Jerry Brawner in his capacity as Executive Director of Rock Creek Church, 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 Church.



Betty A. Davis  
Notary Public, State of Texas  
My Commission Expires: 3/25/2026

## EXHIBIT A

### (Property Legal Description)

**BEING** a tract or parcel of land, situated in the Louisa Netherly Survey, Abstract No. 962, Denton County, Texas, and being all of Lot 2, Block A, Prosper School Church Addition, an addition to the Town of Prosper, Denton County, Texas, as recorded in Document No. 2019-336, Official Public Records, Denton County, Texas (O.R.D.C.T.);

**BEGINNING** at the southwest corner of said Lot 2, Block A also being the southeast corner of Lot 1, Block A of said Prosper School Church Addition, and being in the north line of Fishtrap Road (a variable width right-of-way);

**THENCE** N 00°30'29" E, along the common lot line between said Lot 1 and said Lot 2, a distance of 1,230.56 feet to a 5/8 inch iron rod with plastic cap stamped "TNP" found in the south line of Denton County Fresh Water Supply District 10 as recorded in Document No. 2006-144396 and Document No. 2014-7938, O.P.R.D.C.T.;

**THENCE** S 89°31'01" E, along the common line between said Lot 2 and said Denton County Fresh Water Supply District 10, a distance of 929.58 feet to a point for corner in the west line of Blue Star Allen Land, L.P. as recorded in Document 2011-60030, O.P.R.D.C.T.;

**THENCE** S 00°04'54" W, along the common line between said Lot 2 and said Blue Star Allen Land, L.P. Tract, a distance of 434.18 feet to a point for corner in the west line of Lot 4, Block A, MAV Addition, an addition to the Town of Prosper, Denton County, Texas, as recorded in Document No. 2021-40, O.P.R.D.C.T.;

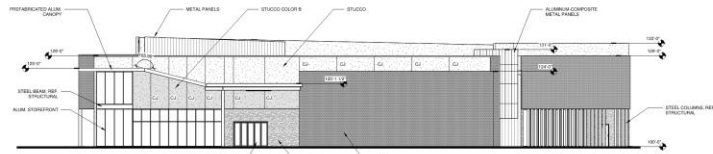
**THENCE** S 01°02'27" W, along the common line between said Lot 2 and said Lot 4, a distance of 324.01 to a southeasterly corner of said Lot 2, also being the northeast corner of Lot 1, Block A, C.O.C. Metro Addition, an addition to the Town of Prosper, Denton County, Texas;

**THENCE** S 00°22'27" W, along the common line between said Lot 1, C.O.C. Addition and said Lot 4, also along the west line of Lot 1, Block A of said MAV Addition a distance of 449.73 feet to a point for corner, at the southeast corner of said Lot 1, C.O.C. Addition and the southwest corner of said Lot 1, MAV Addition said point being in the north line of said Fishtrap Road;

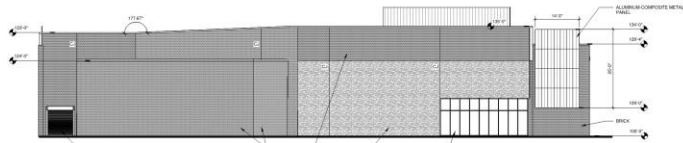
**THENCE** N 89°05'17" E, along the common line between said Lot 1, C.O.C. Addition and said Lot 2, Prosper School Church Addition and the north line of said Fishtrap Road, a distance of 931.14 feet to the **POINT OF BEGINNING** and containing 1,134,982 square feet or 26.056 acres of land more or less.

# EXHIBIT B

## (Building Materials/Elevations)



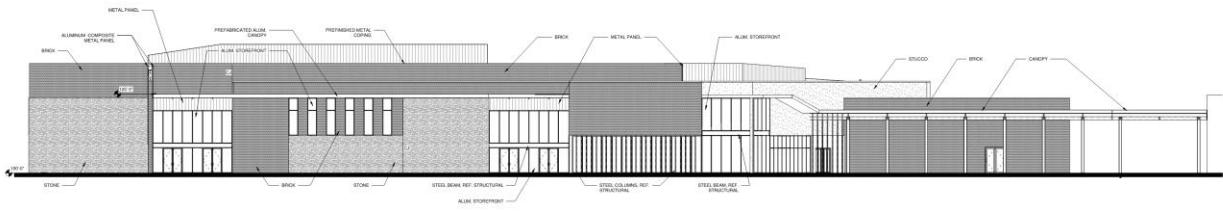
**4** EXTERIOR ELEVATION - EAST  
A310 3/32" = 1'-0"



**3** EXTERIOR ELEVATION - WEST  
A310 3/32" = 1'-0"



**2** EXTERIOR ELEVATION - NORTH  
A310 3/32" = 1'-0"



**1** EXTERIOR ELEVATION - SOUTH  
A310 3/32" = 1'-0"

EXTERIOR MATERIAL CALCULATIONS			
SOUTH ELEVATION	NORTH ELEVATION	WEST ELEVATION	EAST ELEVATION
STUCCO 1.48 SF (2%)	STUCCO 1.48 SF (2%)	STUCCO 1.48 SF (2%)	STUCCO 1.48 SF (2%)
STONE 1.48 SF (2%)	STONE 1.48 SF (2%)	STONE 1.48 SF (2%)	STONE 1.48 SF (2%)
BRICK 1.48 SF (2%)	BRICK 1.48 SF (2%)	BRICK 1.48 SF (2%)	BRICK 1.48 SF (2%)
METAL PANEL 1.48 SF (2%)	METAL PANEL 1.48 SF (2%)	METAL PANEL 1.48 SF (2%)	METAL PANEL 1.48 SF (2%)
TOTAL = 5.92 SF	TOTAL = 5.92 SF	TOTAL = 5.92 SF	TOTAL = 5.92 SF