

DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT ("Agreement") is entered into by and between the Town of Prosper, Texas ("Town"), and Anthemnet, Inc., a Delaware corporation ("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 in the Town a stealth water tower wireless communication support structure within a 2,500 square foot lease area (the "Premises") on an approximate 0.2-acre tract of land generally located on the north side of Prosper Trail, west of Legacy Drive (the "Property"), and a legal description of the Premises 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 24, 2023, when the Town Council approved a specific use permit for the Property, 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 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.** For any structure built by Developer on the Premises following the Effective Date, it shall comply with the requirements contained in Exhibit B, "Anthemnet Equipment Plan" and "Equipment Elevation," 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. Notwithstanding the foregoing, Anthemnet shall only be required to comply with the Anthemnet Equipment Plan as it relates to the tower structure and compound enclosure. Anthemnet (and its subtenants) shall be permitted to deviate from the Anthemnet Equipment Plan's specifications for equipment within the enclosure so long as such equipment (i) does not exceed eight feet (8') in height, and (ii) complies with the Town's building/construction code.

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 Premises 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 Premises, and construct all structures on the Premises, in accordance with all applicable Town ordinances and building/construction codes.

4. **Intentionally Deleted.**

5. **Representation of the Parties.** Both the Town and Developer 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 Developer's and the Town's rights under Texas and federal law.

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 Developer: Anthemnet, Inc.
 5944 Luther Lane, Suite 725

Dallas, Texas 75225
Attention: Mr. John Brian Richmond

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 Premises 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 Mayor 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. **Assignment of Agreement.** Developer has the right (from time to time without the consent of 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 an Developer of any portion of the Premises 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. 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.

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 Premises; 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.

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

STATE OF TEXAS)

)

COUNTY OF COLLIN)

 This instrument was acknowledged before me on the ____ day of February, 2023,
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:

ANTHEMNET, INC., a Delaware corporation

AB. ID

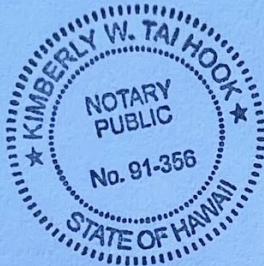
By: _____

Name: John Brian Richmond

Title: CEO

02/16
STATE OF ~~TEXAS~~ Hawaii)
COUNTY OF ~~DALLAS~~ Kauai)

This instrument was acknowledged before me on the 16th day of February, 2023, by John Brian Richmond in his capacity as CEO of Anthemnet, Inc., a Delaware corporation, 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.

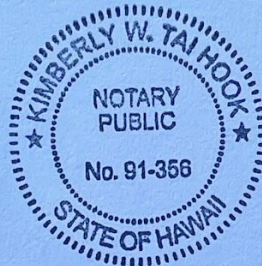


[Signature]

Kimberly W. Tai Hook

Notary Public, State of ~~Texas~~ Hawaii

My Commission Expires: 02-16-2024



02/16/2023
Doc. Date: 02-16-2023 #Pages: 10
Notary Name: KIMBERLY W. TAI HOOK Circuit
Doc. Description: Development Agreement
[Signature]
Notary Signature: _____ Date: 02-16-2023

NOTARY CERTIFICATION

EXHIBIT A

(Property Legal Description)

A.B. - D

John Brown Richmond
CEO

10/11

1/1/2012
1/1/2012

1/1/2012
1/1/2012
1/1/2012
1/1/2012

50'X50' LEASE AREA DESCRIPTION:

BEING A 50'X50' LEASE AREA CONTAINING 0.0574 ACRES (2,500.00 SQUARE FEET) LOCATED IN THE J.H. DURRETT SURVEY, ABSTRACT NO. 350, DENTON COUNTY, TEXAS, AND BEING OUT OF AND PART OF A 6.618-ACRE TRACT AS RECORDED IN FILE NUMBER 2022-98972 OF THE PUBLIC RECORDS OF DENTON COUNTY, TEXAS, SAID 0.0574-ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS WITH ALL CONTROL REFERRED TO THE TEXAS STATE PLANE COORDINATE SYSTEM, NORTH CENTRAL ZONE (4202), NORTH AMERICAN DATUM OF 1983:

COMMENCING AT A 1/2" BENT IRON ROD MONUMENTING THE NORTHEAST CORNER OF SAID 6.618-ACRE TRACT AND HAVING A STATE PLANE COORDINATE VALUE OF X=2,476,499.41 (E), Y=7,141,559.36 (N);

THENCE SOUTH 88 DEGREES 44 MINUTES 42 SECONDS WEST, 765.60 FEET TO THE POINT OF BEGINNING AND NORTHEAST CORNER OF THE HEREIN DESCRIBED TRACT, HAVING A STATE PLANE COORDINATE VALUE OF X=2,475,734.00 (E), Y=7,141,542.59 (N);

THENCE SOUTH 01 DEGREES 01 MINUTES 50 SECONDS EAST, 50.00 FEET TO THE SOUTHEAST CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE SOUTH 88 DEGREES 58 MINUTES 10 SECONDS WEST, 50.00 FEET TO THE SOUTHWEST CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE NORTH 01 DEGREES 01 MINUTES 50 SECONDS WEST, 50.00 FEET TO THE NORTHWEST CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE NORTH 88 DEGREES 58 MINUTES 10 SECONDS EAST, 50.00 FEET TO THE POINT OF BEGINNING, CONTAINING 0.0574 ACRES (2,500.00 SQUARE FEET) OF LAND.

NON-EXCLUSIVE VARIABLE WIDTH ACCESS, UTILITY, AND FIBER EASEMENT DESCRIPTION:

BEING A NON-EXCLUSIVE VARIABLE WIDTH ACCESS, UTILITY, AND FIBER EASEMENT CONTAINING 0.388 ACRES (23,384.69 SQUARE FEET) LOCATED IN THE J.H. DURRETT SURVEY, ABSTRACT NO. 350, DENTON COUNTY, TEXAS, AND BEING OUT OF AND PART OF A 6.618-ACRE TRACT AS RECORDED IN FILE NUMBER 2022-98972 OF THE PUBLIC RECORDS OF DENTON COUNTY, TEXAS, SAID 0.388-ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS WITH ALL CONTROL REFERRED TO THE TEXAS STATE PLANE COORDINATE SYSTEM, NORTH CENTRAL ZONE (4202), NORTH AMERICAN DATUM OF 1983:

BEGINNING AT A 1/2" BENT IRON ROD MONUMENTING THE NORTHEAST CORNER OF SAID 6.618-ACRE TRACT AND HAVING A STATE PLANE COORDINATE VALUE OF X=2,476,499.41 (E), Y=7,141,559.36 (N);

THENCE SOUTH 00 DEGREES 10 MINUTES 48 SECONDS EAST, 30.01 FEET ALONG THE EASTERLY PROPERTY LINE OF SAID 6.618-ACRE TRACT, TO THE SOUTHEAST CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE SOUTH 88 DEGREES 58 MINUTES 10 SECONDS WEST, 734.41 FEET TO AN INTERIOR SOUTHERLY CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE SOUTH 51 DEGREES 59 MINUTES 52 SECONDS WEST, 38.24 FEET TO THE SOUTHWEST CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE NORTH 01 DEGREES 01 MINUTES 50 SECONDS WEST, 50.00 FEET TO AN INTERIOR WESTERLY CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE SOUTH 88 DEGREES 58 MINUTES 10 SECONDS WEST, 25.00 FEET TO A WESTERLY CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE NORTH 01 DEGREES 01 MINUTES 50 SECONDS WEST, 3.00 FEET TO THE NORTHWEST CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE NORTH 88 DEGREES 58 MINUTES 10 SECONDS EAST, 790.59 FEET TO THE POINT OF BEGINNING, CONTAINING 0.388 ACRES (23,384.69 SQUARE FEET) OF LAND.

GENERAL NOTES:

1. ALL BEARINGS ARE GRID BEARINGS BASED ON TEXAS STATE PLANE COORDINATE SYSTEM, NORTH CENTRAL ZONE (4202), NORTH AMERICAN DATUM OF 1983 AND ARE ROUNDED TO THE NEAREST SECOND. ALL DISTANCES ARE REPRESENTED IN GRID VALUES BASED ON SAID HORIZONTAL DATUM AND ARE MEASURED IN US SURVEY FEET TO THE NEAREST HUNDRETH OF FOOT.

2. ELEVATIONS ARE BASED ON THE NORTH AMERICAN VERTICAL DATUM OF 1988 (GEOID19) AND ARE DETERMINED TO THE NEAREST TENTH OF FOOT.

3. PROVIDED ELEVATIONS, LATITUDE AND LONGITUDE VALUES ARE FROM GPS OBSERVATIONS (TYPE OF EQUIPMENT: TRIMBLE R2-1DC600, DATE OF SURVEY: 06/17/2022).

4. BASIS OF BEARING: GPS OBSERVATIONS CONDUCTED AT THE TIME OF THE SURVEY.

5. BASIS OF ELEVATION: GPS OBSERVATIONS CONDUCTED AT THE TIME OF THE SURVEY.

6. THIS SURVEY DOES NOT REPRESENT A BOUNDARY SURVEY AND NO BOUNDARY SURVEY OF THE PARENT TRACT WAS PERFORMED.

7. THIS SURVEY CONTAINS A DRAWING AND METES & BOUNDS DESCRIPTIONS FOR A 50'X50' LEASE AREA AND A NON-EXCLUSIVE VARIABLE WIDTH ACCESS, UTILITY, AND FIBER EASEMENT. THESE WERE PREPARED FOR THE EXCLUSIVE USE OF ANTHEMNET, INC. AND EXCLUSIVELY FOR THE PURPOSES OF THE LEASE HEREIN. THE EASEMENTS SHOWN HEREON, THE LEASE AREA AND THE EASEMENTS WILL NOT BE MONUMENTED.

8. THIS SURVEY WAS BASED ON INFORMATION FOUND IN THE ABSTRACTOR CERTIFICATE ISSUED BY TEXAS ABSTRACT SERVICES, CONTROL NO. 23048, DATED JULY 14, 2022.

9. NO WETLAND AREAS HAVE BEEN INVESTIGATED BY THIS SPECIFIC SURVEY.

10. ALL ZONING INFORMATION SHOULD BE VERIFIED WITH PROPER ZONING OFFICIALS.

11. UTILITY EASEMENTS AS SHOWN HEREON ARE BASED ON FIELD OBSERVATIONS CONDUCTED ON 06/17/2022. UNDERGROUND UTILITIES MAY EXIST AND WERE NOT PHYSICALLY LOCATED AS A PART OF THIS SURVEY.

12. AT THE TIME OF THE SURVEY, THE 50'X50' LEASE AREA AND THE NON-EXCLUSIVE VARIABLE WIDTH ACCESS, UTILITY, AND FIBER EASEMENT LIE WITHIN AN UNSHADED AREA OF MINIMAL FLOOD HAZARD ZONE X ACCORDING TO FEMA FIRM PANEL MAP NUMBER 48121C0430G, EFFECTIVE 04/18/2011 (DENTON COUNTY, TEXAS).

EASEMENTS AND AGREEMENT:

EASEMENTS AND AGREEMENT HEREON WERE LISTED IN THE ABSTRACTOR CERTIFICATE ISSUED BY TEXAS ABSTRACT SERVICES, CONTROL NO. 23048, DATED JULY 14, 2022.

- RIGHT-OF-WAY EASEMENT DATED APRIL 13, 1938 GRANTED TO DENTON COUNTY ELECTRIC COOPERATIVE, INC. AS RECORDED IN VOLUME 402, PAGE 318 OF THE DEED RECORDS OF DENTON COUNTY, TEXAS. (THE EASEMENT DOES NOT HAVE SUFFICIENT DATA TO DETERMINE ITS LOCATION)

- RIGHT-OF-WAY EASEMENT DATED FEBRUARY 26, 1946 GRANTED TO DENTON COUNTY ELECTRIC COOPERATIVE, INC. AS RECORDED IN VOLUME 402, PAGE 374 OF THE DEED RECORDS OF DENTON COUNTY, TEXAS. (THE EASEMENT DOES NOT HAVE SUFFICIENT DATA TO DETERMINE ITS LOCATION)

- MEMORANDUM OF COMMUNICATIONS FACILITY SITE LEASE AGREEMENT DATED JUNE 14, 2022 BETWEEN 1881 LEGACY DR. ANTHEMNET, INC. AS RECORDED IN FILE NUMBER 2022-98972 OF THE DEED RECORDS OF DENTON COUNTY, TEXAS.

SURVEY PREPARED FOR:



ANTHEMNET, INC.
5841 JULESS LANE
SUITE 725
DALLAS, TX 75225
PHONE: 972-339-7151

SURVEY PREPARED BY:



3D DESIGN & ENGINEERING, INC.
DEPARTMENT OF SURVEYING
2150 W. PARKWAY, SUITE 100
COPPER HILL, TX 75453
PHONE: 932-510-9621
www.3ddre.com

TEXAS REGISTRATION NO. 10194803

BY DATE DESCRIPTION

1 8-12-22 NEW TITLE REPORT PM

1 1-23-22 PERMIT REV PM

SITE EXHIBIT AND DESCRIPTION

ANTHEMNET - TEXAS AREA
PROSPER STAR
LEGACY DR
PROSPER, TX 75078



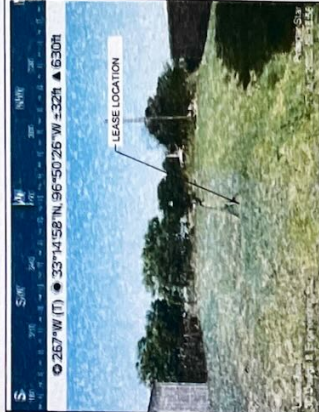
HELENE F. LECOANET, P.R.S.
TEXAS REGISTRATION NO. 6587

CREATED BY: PDM

DATE: 11/23/2022

SHEET 2 OF 2

SURVEY NOT VALID
WITHOUT ALL SHEETS

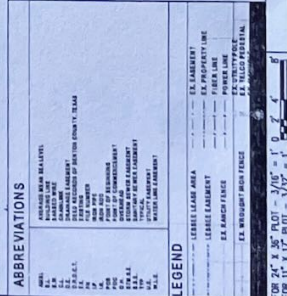


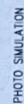
ACCESS PATH

I HEREBY CERTIFY TO
ANTHEMNET, INC. THAT THIS
SURVEY WAS CONDUCTED
UNDER MY DIRECT SUPERVISION
ON THE GROUND OF THE LEASE
AREA AND ASSOCIATED
EASEMENTS AND THE RESULTS OF
SAID SURVEY ARE REPRESENTED
HEREON TO THE BEST OF MY
PROFESSIONAL KNOWLEDGE AND
BELIEF.

EXHIBIT B

(Anthemnet Equipment Plan/Equipment Elevation)





'PROSPER STAR'
NEW CELL SITE BUILD
STEALTH
WATER TOWER
WIRELESS
COMMUNICATION
SUPPORT STRUCTURE

OWNER
1185 LEGACY LLC
3225 MCLEOD DR
LAS VEGAS, NV 89121-7257

LEGAL DESCRIPTION
J.H. DURRETT SURVEY, ABSTRACT
NO. 350, DENTON COUNTY, TEXAS,
AND BEING OUT OF AND PART OF
A 6.618-ACRE, TRACT 7
AS RECORDED IN FILE NUMBER
2021-121368 OF THE DEED
RECORDS OF DENTON COUNTY,
TEXAS

ADDRESS
1185 N LEGACY
PROSPER, TX 75081
DENTON COUNTY

SHEET TITLE
EQUIPMENT ELEVATION

Z-4

FOR 24" X 36" PLOT - $\frac{3}{16}$ " = 1'
FOR 11" X 17" PLOT - $\frac{3}{32}$ " = 1'