

## AGREEMENT

**THIS AGREEMENT** ("Agreement") is made and entered into by and between the Town of Prosper, Texas ("Town"), and Blue Star Allen Land L.P. ("Blue Star"), a Texas limited partnership, relative to the repairs of certain roadways in Phase 5 of Star Trail in the Town:

1. The Town and Blue Star agree and acknowledge that (A) Blue Star developed all phases of Star Trail; (B) the Town inspected public infrastructure associated with Star Trail, Phase 5 in May 2020; (C) after the Town's acceptance of the roadways, several of the roadways in Star Trail, Phase 5 experienced significant ground movement, resulting in significant damage to the pavement and said roadways are in need additional repairs; (E) the Town pursued other remedies with the road contractor relative to necessary repair work; and (F) this Agreement is entered into with the intent of the Parties hereto to provide any and all necessary road repairs.

2. The Town and Blue Star agree to funding the road repairs in Star Trail, Phase 5.

3. The Town and Blue Star agree and acknowledge that the current estimated costs for said road repairs are \$600,000.00, and that the Town and Blue Star will each participate in the actual construction costs for the repairs at fifty percent (50%). Further, it is understood that Blue Star may cost participate with the road contractor for the aforementioned repairs.

4. The roadway repairs referenced herein shall begin within thirty (30) days of execution of this Agreement.

5. The Parties agree that all geotechnical testing and recommendations for repairs shall be provided by Rone Engineering.

6. The Parties agree and acknowledge that the provisions of this Agreement are not subject to the municipal participation limits referenced in Section 212.072(b)(1) of the Texas Local Government Code, as amended.

7. This Agreement shall be binding on the Parties.

8. In the event of any disagreement or conflict concerning the interpretation of this Agreement, and such disagreement cannot be resolved by the Parties, the Parties agree to submit such disagreement to mediation.

9. The Town Manager is duly authorized by the Town Council to execute this Agreement on behalf of the Town. Further, the individual executing this Agreement on behalf of Blue Star is duly authorized to do so and to bind Blue Star to the same.

**THIS AGREEMENT IS EFFECTIVE AS OF THE LAST DATE OF EXECUTION**

**BY THE PARTIES, AS LISTED BELOW.**

**APPROVED:**

**TOWN OF PROSPER, TEXAS**

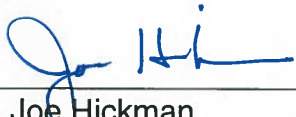
\_\_\_\_\_  
Mario Canizares, Town Manager

\_\_\_\_\_  
Date

**APPROVED:**

**BLUE STAR ALLEN LAND L.P.,**  
a Texas limited partnership

By: Blue Star Investments, Inc.,  
its general partner

By:   
\_\_\_\_\_  
Name: Joe Hickman  
Title: Vice President  
Date: 2/08/2024