STATE OF TEXAS	§	DEVELOPMENT AGREEMENT
	§	FOR 221 WEST PARK DRIVE
COUNTY OF DENTON	8	

This Development Agreement for 221 West Park Drive ("<u>Agreement</u>") is entered into between Sam Sesay, the property owner, ("<u>Developer</u>"), whose address for purposes of this Agreement is 221 West Park Drive, Little Elm TX 75068, and the Town of Little Elm, Texas ("<u>Town</u>"), whose address for purposes of this Agreement is 100 W. Eldorado Pkwy, Little Elm, Texas 75068. Developer and the Town are sometimes referred herein together as the "<u>Parties</u>" and individually as a "<u>Party</u>."

Recitals:

- 1. Developer is the owner of .2369 acres generally located at 221 West Park Drive, on the West side of East Park Drive, approximately 430 feet south of Main Street, identified as Lot 20, Block 3 of the Frisco Park Estates, in the Town of Little Elm, Texas (the "<u>Property</u>"), which Property is more particularly described in **Exhibit A** attached hereto.
- 2. In furtherance of the development of the Property, the Parties have negotiated certain matters regarding the Property as set forth in this Agreement.
- 3. The Parties seek to memorialize these negotiated matters and to include them in this contractually-binding Agreement.
- **NOW, THEREFORE**, for and in consideration of the above and foregoing premises, the benefits to each of the Parties from this Agreement, and other good and valuable consideration, the sufficiency of which is hereby acknowledged and agreed, the Parties do hereby agree as follows:
- **Section 1.** <u>Incorporation of Premises</u>. The above and foregoing Recitals are true and correct and are incorporated herein and made a part hereof for all purposes.
- **Section 2.** Term. This Agreement shall be effective as of the date of execution of this Agreement by the last of the Parties to do so ("**Effective Date**"). This Agreement shall remain in full force and effect from the Effective Date until terminated by the mutual agreement of all of the Parties in writing, or until all obligations in the Agreement have been fulfilled ("**Term**").

Section 3. Agreements. The Parties agree as follows:

A. The negotiated and agreed upon development plans attached hereto as **Exhibit B**, which incorporate by reference the general zoning regulations of the Town's zoning ordinance, are hereby adopted and incorporated into this agreement as contractually-binding obligations of the Developer.

Section 4. Miscellaneous.

A. <u>Applicability of Town Ordinances</u>. When the Property is developed, Developer shall construct all structures on the Property, in accordance with all applicable Town

ordinances and building/construction codes, whether now existing or arising prior to such construction in the future.

- В. **<u>Default/Mediation</u>**. 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. 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 non-binding mediation.
- C. <u>Venue</u>. This Agreement and any dispute arising out of or relating to this Agreement shall be governed by and construed in accordance with the laws of the State of Texas, without reference to its conflict of law rules. In the event of any dispute or action under this Agreement, venue for any and all disputes or actions shall be instituted and maintained in Denton County, Texas.
- **D.** <u>Relationship of Parties</u>. It is acknowledged and agreed by the Parties that the terms hereof are not intended to and shall not be deemed to create a partnership, joint venture, joint enterprise, or other relationship between or among the Parties.
- **E.** <u>Severability</u>. In the event any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect other provisions, and it is the intention of the Parties to this Agreement that in lieu of each provision that is found to be illegal, invalid, or unenforceable, a provision shall be added to this Agreement which is legal, valid and enforceable and is as similar in terms as possible to the provision found to be illegal, invalid or unenforceable.
- **Cumulative Rights and Remedies**. The rights and remedies provided by this Agreement are cumulative and the use of any one right or remedy by either Party shall not preclude or waive its right to use any or all other remedies. Said rights and remedies are given in addition to any other rights the Parties may have by law statute, ordinance, or otherwise. The failure by any Party to exercise any right, power, or option given to it by this Agreement, or to insist upon strict compliance with the terms of this Agreement, shall not constitute a waiver of the terms and conditions of this Agreement with respect to any other or subsequent breach thereof, nor a waiver by such Party of its rights at any time thereafter to require exact and strict compliance with all the terms hereof. Any rights and remedies any Party may have with respect to the other arising out of this

Agreement shall survive the cancellation, expiration or termination of this Agreement, except as otherwise expressly set forth herein.

- **G.** Exhibits. All exhibits to this Agreement are incorporated herein by reference for all purposes wherever reference is made to the same.
- **H.** <u>Surviving Rights</u>. Any of the representations, warranties, covenants, and obligations of the Parties, as well as any rights and benefits of the parties, pertaining to a period of time following the termination or expiration of this Agreement shall survive termination or expiration.
- **I.** Applicable Laws. This Agreement is made subject to the existing provisions of the Charter of the Town of Little Elm, its present rules, regulations, procedures and ordinances, and all applicable laws, rules, and regulations of the State of Texas and the United States.
- **J.** <u>Authority to Execute</u>. The undersigned officers and/or agents of the Parties hereto are the properly authorized persons and have the necessary authority to execute this Agreement on behalf of the Parties hereto.
- **K.** <u>Amendments</u>. This Agreement may be only amended or altered by written instrument signed by the Parties.
- **L.** <u>Headings</u>. The headings and captions used in this Agreement are for the convenience of the Parties only and shall not in any way define, limit or describe the scope or intent of any provisions of this Agreement.
- M. <u>Entire Agreement</u>. This Agreement is the entire agreement between the Parties with respect to the subject matters covered in this Agreement. There are no other collateral oral or written agreements between the Parties that in any manner relates to the subject matter of this Agreement, except as provided or referenced in this Agreement.
- **N.** Filing in Deed Records. This Agreement shall be recorded in the real property records of Denton County, Texas. This Agreement and all of its terms, conditions, and provisions is and shall constitute a restriction and condition upon the development of the Property and all portions thereof and a covenant running with the Property and all portions thereof, and is and shall be binding upon Developer and all of Developer's heirs, successors, and assigns and the future owners of the Property and any portion thereof; provided, however, this Agreement shall not constitute an obligation of or be deemed a restriction or encumbrance with respect to any final platted residential lot upon which a completed home has been constructed.
- **O.** <u>Notification of Sale or Transfer; Assignment of Agreement</u>. 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 an owner 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 with respect to the portion of the Property transferred to Assignee. If the Property is transferred or owned by multiple parties, this Agreement shall only apply to, and be binding on, such parties to the extent of the Property owned by such successor owner, and if the Developer or any Assignee is in default under this Agreement, such default shall not be an event of default for any non-defaulting Assignee which owns any portion of the Property separate from the defaulting Developer or Assignee. 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 with respect to the Property transferred to the successor developer, 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.

- **P.** <u>Sovereign Immunity</u>. The Parties agree that the Town has not waived its sovereign immunity from suit by entering into and performing its obligations under this Agreement.
- Q. <u>Exactions/Infrastructure Costs</u>. Developer has been represented by legal counsel, or has had an opportunity to do so, 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 in this Agreement 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.
- **R.** Waiver of Texas Government Code § 3000.001 et seq. With respect to the improvements constructed on the Property pursuant to this Agreement, Developer hereby waives any right, requirement or enforcement of Texas Government Code §§ 3000.001-3000.005.
- **S.** Rough Proportionality. Developer hereby waives any federal constitutional claims and any statutory or state constitutional takings claims under the Texas Constitution with respect to infrastructure requirements imposed by this Agreement. 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 projected impact of the terms of this Agreement, with respect to infrastructure requirements imposed by this Agreement.

- **T.** Form 1295 Certificate. The Developer agrees to comply with Texas Government Code, Section 2252.908 and in connection therewith, the Developer agrees to go online with the Texas Ethics Commission to complete a Form 1295 Certificate and further agrees to print the completed certificate and execute the completed certificate in such form as is required by Texas Government Code, Section 2252.908 and the rules of the Texas Ethics Commission and provide to the Town, at the time of delivery of an executed counterpart of this Agreement, a duly executed completed Form 1295 Certificate.
- **U.** <u>Undocumented Workers Provision.</u> The Developer certifies that Developer does not and will not knowingly employ an undocumented worker in accordance with Chapter 2264 of the Texas Government Code, as amended. If during the Term of this Agreement, Developer is convicted of a violation under 8 U.S.C. § 1324a(f), Developer shall repay the amount of any public subsidy provided under this Agreement to Developer plus six percent (6.0%), not later than the 120th day after the date the Town notifies Developer of the violation.
- V. Non-Boycott of Israel Provision. In accordance with Chapter 2270 of the Texas Government Code, a Texas governmental entity may not enter into an agreement with a business entity for the provision of goods or services unless the agreement contains a written verification from the business entity that it: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the agreement. Chapter 2270 of the Texas Government Code does not apply to a (1) a company that is a sole proprietorship; (2) a company that has fewer than ten (10) full-time employees; or (3) the contract has a value of less than One Hundred Thousand Dollars (\$100,000.00). Unless Developer is not subject to Chapter 2270 of the Texas Government Code for the reasons stated herein, the signatory executing this Agreement on behalf of Developer verifies that Developer does not boycott Israel and will not boycott Israel during the Term of this Agreement.
- W. <u>Prohibition on Contracts with Certain Companies Provision.</u> In accordance with Section 2252.152 of the Texas Government Code, the Parties covenant and agree that Developer is not on a list maintained by the State Comptroller's office prepared and maintained pursuant to Section 2252.153 of the Texas Government Code.
- **X.** Report Agreement to Comptroller's Office. Town covenants and agrees to report this Agreement to the State Comptroller's office within fourteen (14) days of the Effective Date of this Agreement, in accordance with Section 380.004 of the Texas Government Code, as added by Texas House Bill 2404, 87th Tex. Reg. Session (2021) (effective September 1, 2021). [For Chapter 380 Agreements]
- Y. <u>Verification Against Discrimination of Firearm or Ammunition Industries.</u>
 Pursuant to Texas Government Code Chapter 2274, (as added by Texas Senate Bill 19,

87th Tex. Reg. Session (2021) (effective September 1, 2021)) unless otherwise exempt, if the Developer employs at least ten (10) fulltime employees and this Agreement has a value of at least \$100,000 that is paid wholly or partly from public funds of the Town, the Developer represents that: (1) the Developer does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and (2) the Developer will not discriminate during the Term of the Agreement against a firearm entity or firearm trade association.

Z. Verification Against Discrimination Developer Does Not Boycott Energy Companies. Pursuant to Texas Government Code Chapter 2274, (as added by Texas Senate Bill 13, 87th Tex. Reg. Session (2021) (effective September 1, 2021)) unless otherwise exempt, if the Developer employs at least ten (10) fulltime employees and this Agreement has a value of at least \$100,000 that is paid wholly or partly from public funds of the Town, the Developer represents that: (1) the Developer does not boycott energy companies; and (2) the Developer will not boycott energy companies during the Term of this Agreement.

EXECUTED by the Parties on the dates set forth below, to be effective as of the date first written above.

DEVELOPER	TOWN OF LITTLE ELM, TEXAS
	By:
By:	Matt Mueller Town Manager
Date:	Date:
	ATTEST:
	By:
	Caitlan Biggs
	Town Secretary

87th Tex. Reg. Session (2021) (effective September 1, 2021)) unless otherwise exempt, if the Developer employs at least ten (10) fulltime employees and this Agreement has a value of at least \$100,000 that is paid wholly or partly from public funds of the Town, the Developer represents that: (1) the Developer does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and (2) the Developer will not discriminate during the Term of the Agreement against a firearm entity or firearm trade association.

Companies. Pursuant to Texas Government Code Chapter 2274, (as added by Texas Senate Bill 13, 87th Tex. Reg. Session (2021) (effective September 1, 2021)) unless otherwise exempt, if the Developer employs at least ten (10) fulltime employees and this Agreement has a value of at least \$100,000 that is paid wholly or partly from public funds of the Town, the Developer represents that: (1) the Developer does not boycott energy companies; and (2) the Developer will not boycott energy companies during the Term of this Agreement.

EXECUTED by the Parties on the dates set forth below, to be effective as of the date first written above.

DEVELOPER	TOWN OF LITTLE ELM, TEXAS	
By: Samuel Sesay	By: Matt Mueller Town Manager	
Date: 6/25/24	Date:	
	By: Caitlan Biggs Town Secretary	

STATE OF TEXAS	§ §	
COUNTY OF DENTON		
personally appeared MATT known to me to be the pe	T MUELLER, To erson whose nan	ty, on this day of, 2024, own Manager of the Town of Little Elm, Texas, ne is subscribed to the foregoing instrument and same for the purposes and consideration therein
[Seal]		By:
		My Commission Expires:
STATE OF TEXAS	§	
COUNTY OF	 	
personally appearedsubscribed to the foregoing	instrument and a	ty, on this day of, 2024,, known to me to be the person whose name is acknowledged to me that he executed the same for pressed and in the capacity of a duly authorized
[Seal]		By:Notary Public, State of Texas
		My Commission Expires:

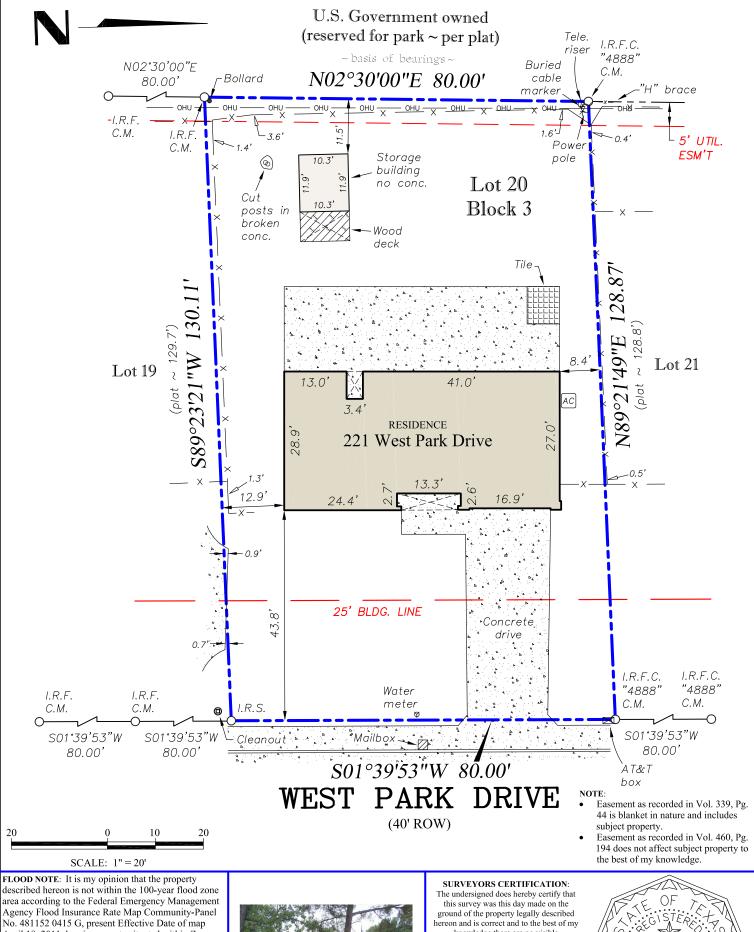
STATE OF TEXAS	§
COUNTY OF DENTON	§ § §
personally appeared MATT known to me to be the personal to the	dersigned authority, on this day of, 2024, MUELLER, Town Manager of the Town of Little Elm, Texas, erson whose name is subscribed to the foregoing instrument and the executed the same for the purposes and consideration therein
[Seal]	Ву:
	Notary Public, State of Texas
	My Commission Expires:
personally appeared Some subscribed to the foregoing	dersigned authority, on this 27 th day of Jone, 2024, 2024, known to me to be the person whose name is instrument and acknowledged to me that he executed the same for ation therein expressed and in the capacity of a duly authorized whose
[Seal]	By:Notary Public, State of Texas
ZACHARY PAUL F Notary Public, State Comm. Expires 12- Notary ID 13408	of Texas 08-2026

EXHIBIT A

Property Description

221 West Park Drive

PROPERTY DESCRIPTION: Being Lot 20, in Block 3 of Frisco Park Estates, an Addition to the City of Little Elm, Denton County, Texas, according to the Plat thereof recorded in Volume 2, Page 40 of the Plat Records of Denton, County Texas.



area according to the Federal Emergency Management Agency Flood Insurance Rate Map Community-Panel No. 481152 0415 G, present Effective Date of map April 18, 2011, herein property situated within Zone "X" (Unshaded).

LEGEND:

Boundary Line Overhead Utility Line Fence Line

Basis of Bearings: rings shown hereon based on the above

Controlling Monument

I.R.F. 1/2" Iron Rod Found (unless otherwise noted)

<u>I.P.F.</u> 1/2" Iron Pipe Found I.R.S. 1/2" Iron Rod Set 'Old Town Surveying" (blue cap)

Chicago Title Co. G.F. No. CTMH40-8000402300164-AS

Fieldwork Date: 10/12/2023 Party Chief: J.H. Job No.: 20231056 Tech:



221 West Park Drive Little Elm, Texas

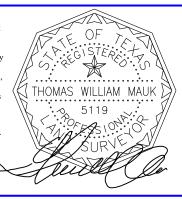
Chicago Title

1212 S Preston Road Suite 220 Celina, Texas 75009 Ph.: 214.710.6473

knowledge there are no visible discrepancies, conflicts, shortages in area, boundary line conflicts, encroachments, overlapping of improvements, easements or rights of way that I have been advised of except as shown hereon. Use of this document is solely intended for the

transaction reflected by the G.F. Numbe referenced hereon. Any other use is prohibited and at user's risk.

October 13, 2023



Old Town Surveying, LLC Professional Land Surveyors

810 Office Park Circle., Ste. 130, Lewisville, Texas, 75057 TFRN Number: 10194611

VICINITY MAP SCALE: 1"=2000'-0"

FLOOD INFORMATION:

FLOOD NOTE: ACCORDING TO THE SURVEY, THE PROPERTY DESCRIBED HEREON IS NOT WITHIN THE 100-YEAR FLOOD ZONE AREA ACCORDING TO THE FEDERAL EMERGENCY MANAGEMENT AGENCY FLOOD INSURANCE RATE MAP COMMUNITY-PANEL NO. 481152 0415 G, PRESENT EFFECTIVE DATE OF MAP APRIL 18, 2011, HEREIN PROPERTY SITUATED WITHIN ZONE "X" (UNSHADED)

OWNER INFORMATION:

OWNER NAME: SAM SESAY ADDRESS: 3209 HORIZONS DR, LITTLE ELM, TX 75068 PHONE NUMBER: 240-475-8088 EMAIL: ssesay@gmail.com

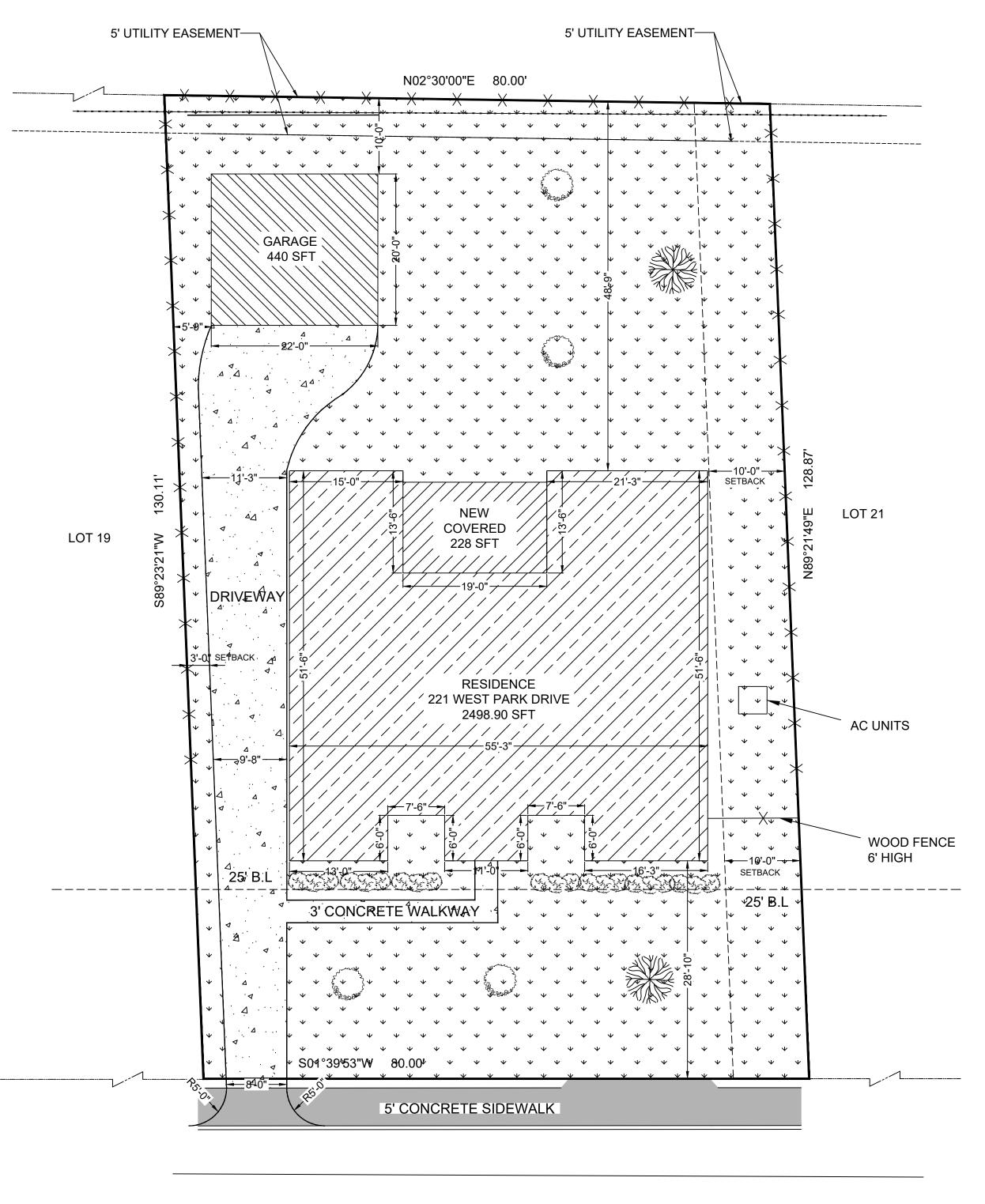
ENGINEER INFORMATION:

ENGINEER'S NAME: MD BADRUZZAMAN, PE, PMP EXPLICIT ENGINEERING DESIGN & ANALYSIS SOLUTIONS (EEDAS) PLLC ADDRESS: 521 PILOT HILL DR, MORRISVILLE, NC 27560 PHONE NUMBER: (973) 641-1885 EMAIL: MBADRUZZAMAN@EEDAS-USA.COM

SITE DATA TABLE

ZONE NAME	SINGLE FAMILY
ZONE TYPE	RESIDENTIAL SINGLE FAMILY
ZONE CODE	A2
LOT AREA	10,429 SFT
BUILDING AREA	2498.90 FT
DWELLING UNIT	1
BUILDING HEIGHT	20'-11 ³ / ₁₆ "
FLOOR AREA RATIO	0.24
MAXIMUM LOT COVERAGE PERCENTAGE	60%
PROVIDED LOT COVERAGE PERCENTAGE	30%
MAXIMUM FLATWORK PAVING PERCENTAGE	20%
PROVIDED FLATWORK PAVING PERCENTAGE	12%
REQUIRED PARKING	2
PROVIDED PARKING	2
REQUIRED LANDSCAPE	15%
PROVIDED LANDSCAPE	58%

U.S. GOVERNMENT OWNED (RESERVED FOR PARK~PER PLAT)



WEST PARK DRIVE (40' ROW)

SITE LAYOUT PLAN

SCALE: 1"=10'-0"



06-18-2024

LEGEND:

GARAGE

NEW COVERED

GRASS/LANDSCAPE AREA

PAVEMENT CONCRETE

RESIDENCE

SIDEWALK

SHRUBS

SMALL TREE

BIG TREE

DRAWING TITLE:

SITE LAYOUT PLAN SHEET NO.

SITE

EXHIBIT B

Development Plans



MATERIAL	
OWENS CORNING CHARCOAL 30—YEAR SHINGLES	CHARCOAL
BARNBATTIN SIDING	WHITE
AUSTIN CHOP STONE	WHITE SAND
EXTERIOR PAINT	ALABASTER
WINDOW TRIM	TRICORN BLACK
STAIN	EARLY AMERICAN
EXTERIOR PAINT	ALABASTER

2	600	76	650	70	636	56	600	46
3							192	15
MATER	RIAL CA	ALCULA	TION -	GARA	GE			
SYMBOL	NORTH E	LEVATION	SOUTH E	LEVATION	WEST EL	.EVATION	EAST EL	.EVATION
	S.F.	%	S.F.	%	S.F.	%	S.F.	%
1					222	55	222	55
2	194	61	312	97	179	45	163	41

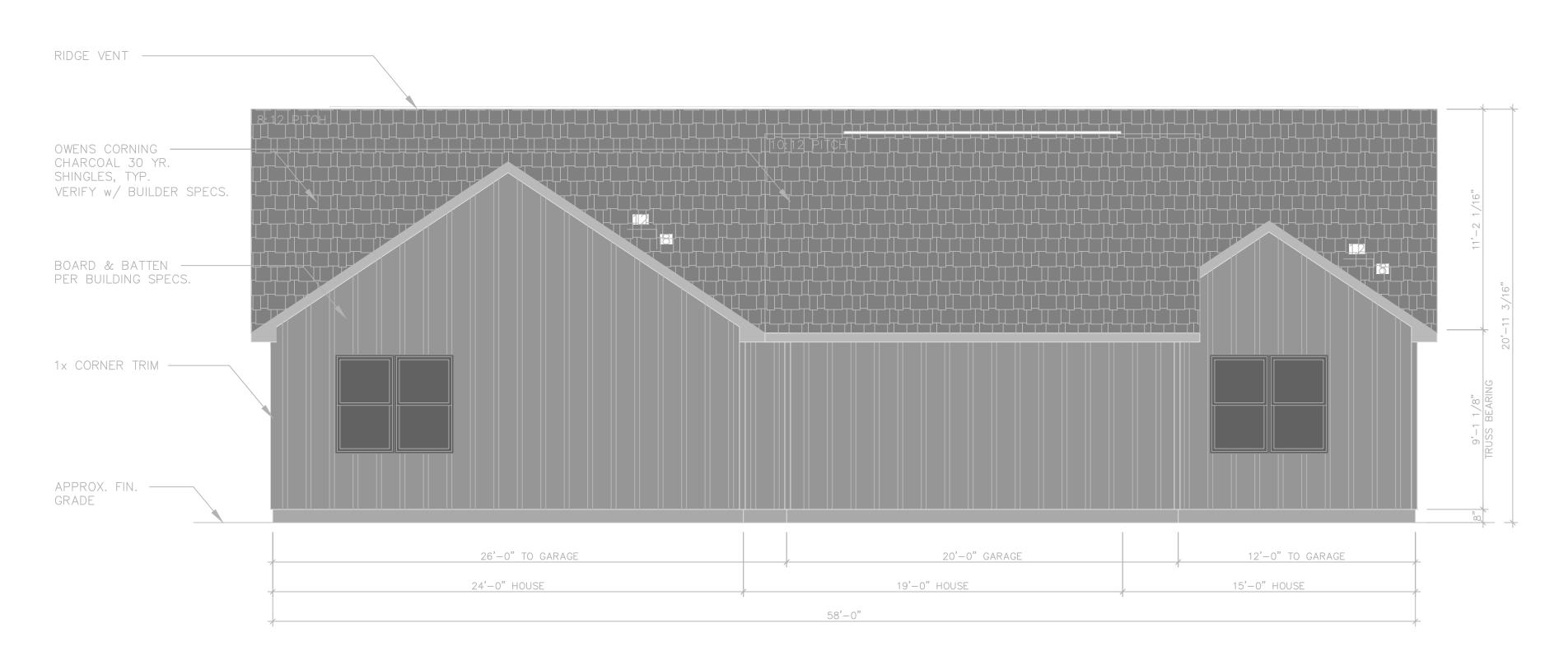
MATERIAL CALCULATION - HOUSE

MAILE	TAL CA	LUULAI	1011 —	HOUSE				
SYMBOL	NORTH E	LEVATION	SOUTH E	LEVATION	WEST EL	EVATION	EAST EL	EVATION.
	S.F.	%	S.F.	%	S.F.	%	S.F.	%
1	168	24	283	30	519	44	500	39
2	600	76	650	70	636	56	600	46
3							192	15
MATER	RIAL CA	ALCULA	TION -	GARA	GE			
SYMBOL	NORTH E	LEVATION	SOUTH E	LEVATION	WEST EL	EVATION	EAST EL	.EVATION
	S.F.	%	S.F.	%	S.F.	%	S.F.	%
1					222	55	222	55
2	194	61	312	97	179	45	163	41
3								





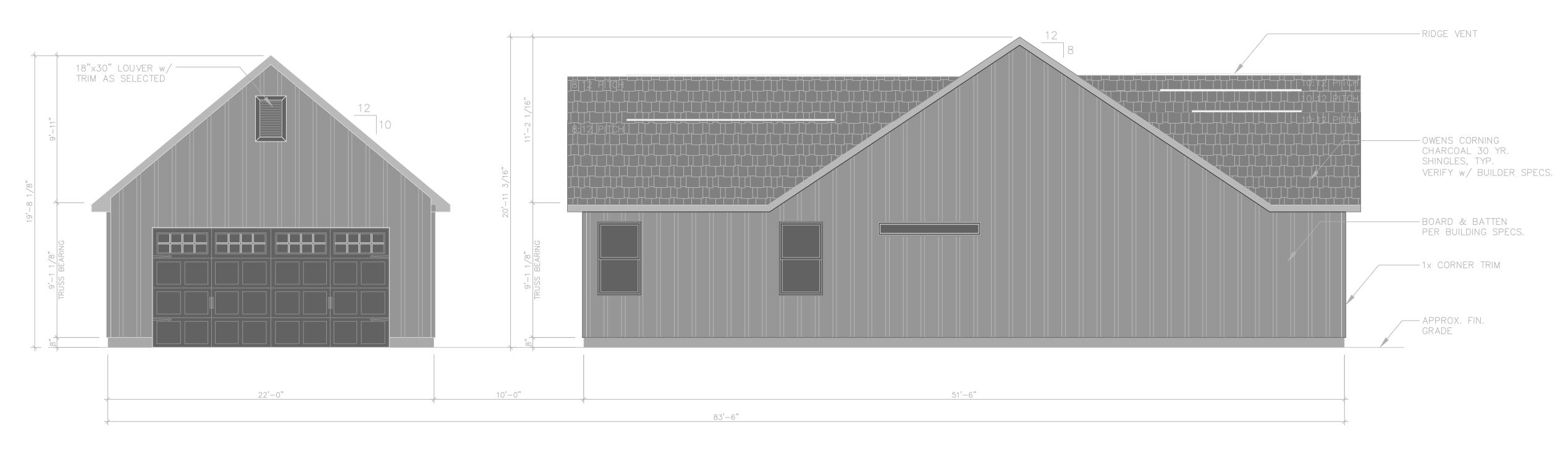




REAR ELEVATION

1/4" = 1'-0"

DRAWING TITLE: FRONT & REAR ELEVATION SHEET NO.



MATERIAL	
OWENS CORNING CHARCOAL 30-YEAR SHINGLES	CHARCOAL
BARNBATTIN SIDING	WHITE
AUSTIN CHOP STONE	WHITE SAND
EXTERIOR PAINT	ALABASTER
WINDOW TRIM	TRICORN BLACK
STAIN	EARLY AMERICAN
EXTERIOR PAINT	ALABASTER

SYMBOL	NORTH E	LEVATION	SOUTH E	LEVATION	WEST EL	EVATION.	EAST EL	EVATION
	S.F.	%	S.F.	%	S.F.	%	S.F.	%
1	168	24	283	30	519	44	500	39
2	600	76	650	70	636	56	600	46
3							192	15
MATE	RIAL CA	ALCULA	TION -	GARA	GE			
	RIAL CA	ALCULA LEVATION		GARA(GE West el	EVATION	EAST EL	EVATION
MATE SYMBOL						EVATION %	EAST EL	EVATION %
	NORTH E	LEVATION	SOUTH E	LEVATION	WEST EL			
	NORTH E	LEVATION	SOUTH E	LEVATION	WEST EL	%	S.F.	%

MATERIAL CALCULATION - HOUSE



LEFT SIDE ELEVATION

1/4" = 1'-0"



RIGHT SIDE ELEVATION

1/4" = 1'-0"

DRAWING TITLE:

SHEET NO.

SIDE ELEVATIONS

FOR DESIGN REFERENCE ONLY. LAYOUT PER SITE PLAN.





FOR DESIGN REFERENCE ONLY. LAYOUT PER SITE PLAN.



FOR DESIGN REFERENCE ONLY. LAYOUT PER SITE PLAN.

