

CHAPTER 380 GRANT AGREEMENT

This CHAPTER 380 GRANT MOWING SERVICES MAINTENANCE AGREEMENT (“Agreement”) is entered into by and between WYLIE CEMETERY ASSOCIATION, a Texas Unincorporated Non-Profit Association (“Company”), and the CITY OF WYLIE, TEXAS (“City”), a home-rule municipality. City and Company are each referred to herein as a “party” or collectively as the “parties.”

WHEREAS, cemeteries are among the most valuable historic and cultural heritage resources; and

WHEREAS, the Wylie Cemetery Association has asked Wylie to consider assisting with the upkeep and ground maintenance of the Wylie and Kreymer Cemeteries; and

WHEREAS, the City Council of the City of Wylie, Texas (“City Council”) desires to assist the Company with the general upkeep of ground maintenance of the Wylie and Kreymer Cemeteries; and

WHEREAS, Company is the sole owner of that certain parcel of land containing 13± acres, situated in the City of Wylie, Collin County, Texas, as more particularly described in Exhibit A and Exhibit C, attached hereto and incorporated herein for all purposes (the “Property”); and

WHEREAS, the City Council finds that the Company meets the criteria for providing the Grant (hereinafter defined), pursuant to Chapter 380, based on, among other things, the Company: (a) owning the Property located within the City; (b) operates as an unincorporated nonprofit organization; and (c) preserving a designated historic property; and

WHEREAS, the Company agrees that the City’s obligation to perform or take any action under this Agreement is strictly contingent on the Company’s compliance with this Agreement, including completion of the Performance Requirements as defined in this Agreement; and

WHEREAS, the City is willing to provide the Company with economic assistance on the terms and subject to the conditions as stated herein, and the Company is willing to accept the same subject to all terms and conditions contained in this Agreement; and

WHEREAS, the City Council hereby designates the Property for its historical, cultural, or architectural importance and significance; and

WHEREAS, the Texas Historical Commission has duly considered the evidence of existence and historic use of said cemetery and has listed said cemetery as a Historic Texas Cemetery, worthy of preservation; and

WHEREAS, the City Council finds that this Agreement substantially promotes historic preservation and public health, safety, and welfare and recognizes that cemeteries are among the most valuable historic and cultural heritage resources.

NOW, THEREFORE, in consideration of the covenants and conditions contained in this Agreement, the City and the Company agree as follows:

1. Findings Incorporated. The findings set forth above are made a part of this Agreement as if set forth herein verbatim.
2. Chapter 380 Grant; Grant Term.
 - a. Subject to the terms of this Agreement and provided that the Company has complied and continues to comply with all of the Performance Requirements set forth in Section 3 below, the City will, pursuant to Chapter 380, provide to the Company a grant (the “Grant”) in the form of a reimbursement payable to the Company in an amount equal to the lesser of (i) \$50,000.00; or (ii) the amount of the Mowing Services invoice for the specified mowing season actually assessed and collected by the Mowing Contractor. In the event the Company does not receive the maximum amount of the Grant provided herein during the Grant Term, the City shall have no obligation to pay to the Company any portion of the Grant after the Grant Term has expired. In addition, the Company may be subject to receive a contingency not to exceed 5% added to the maximum reimbursement to cover any reasonable unforeseen mowing services costs during the life of this agreement. This contingency is at the sole discretion of the City.
 - b. The Grant shall be payable for each calendar year on or before December 31st immediately following the current mowing season, subject to the Company providing the City with evidence demonstrating the Company’s completion of and compliance with all of the Performance Requirements set forth in Section 3 below. Notwithstanding any provision in this Agreement to the contrary, the City shall have no obligation to pay or provide any portion of the Grant, and Company shall repay City in an amount equal to the amount of the Grant paid to the Company under this Agreement, in the event that (i) the Company vacates the Property prior to completion of the services, as determined by City in its sole discretion; (ii) the Company abandons the Property, as determined by City in its sole discretion; (iii) the Company fails to complete mowing services of the Property in accordance with the terms of this Agreement; (iv) the Company fails to maintain an active contract with a Mowing provider; or (v) the Company fails to comply with any of the other Performance Requirements set forth below. Such remedies are in addition to any other remedies provided under this Agreement or by law.
 - c. The initial term of this Agreement shall commence on the Effective Date and end on October 1, 2027. The City may, at its option, extend the term of this Agreement for up to three (3) additional one (1)-year terms on the same terms and conditions by providing written notice to Contractor within thirty (30) days of the expiration of the then-current term.

The parties agree that the continuation of this Agreement after the close of any given fiscal year of the City, which closes on September 30th of each calendar year,

shall be subject to City Council approval. In the event that the City Council does not approve the appropriation of funds for this Agreement, the Agreement shall terminate at the end of the fiscal year for which funds were appropriated, and the parties shall have no further obligations hereunder, but the City shall be obligated to pay all charges incurred by Contractor through the end of that fiscal year provided that Contractor is not in breach of this Agreement.

3. Performance Requirements. The following conditions must be satisfied by the Company during the Grant Term in order for the Company to qualify for the Grant (collectively, the “Performance Requirements”):
 - a. The Company shall secure the services of a mowing contractor for the duration of the Grant Term to perform services for the mowing season which is designated from March 1 to October 31 (hereafter referred to as “Mowing Season”).
 - b. The Company shall submit a report to the City for review on a quarterly basis, including the statements and/or receipts of payment to the Mowing Contractor as proof of payment. The report should include:
 - (i.) Name of Mowing Contractor
 - (ii.) Date range of services rendered
 - (iii.) Date of payments made to contractor
 - (iv.) Copy of invoice(s)
 - (v.) Copy of proof of payment(s)
 - (vi.) Detail of services rendered in accordance with the Mowing Services Contract, described in Exhibit B, attached hereto and incorporated herein for all purposes.
 - c. The Company covenants and agrees with the City that, while this Agreement is in effect, the Company shall perform and comply with all terms, conditions and provisions set forth in this Agreement and in all other instruments and agreements between the Company and City, as they exist or may be amended.
4. The Company Representations. The Company makes the following representations and warranties to the City, and agrees to timely and fully perform the following obligations and duties:
 - a. The Company is authorized to do business and is in good standing in the State of Texas and shall remain in good standing in the State of Texas during the term of this Agreement. As used herein, the term “good standing” means the status of the Company with the Comptroller of the State of Texas shall be “Active.”

- b. No litigation or governmental proceeding is pending or, to the knowledge of the Company, threatened against or affecting the Company that may result in any material adverse change in the Company's business or operation.
- c. No bankruptcy proceedings or other similar proceedings are currently pending or contemplated against the Company, and the Company has not been informed of any potential involuntary bankruptcy proceedings against the Company.
- d. The Company shall remain current and in good standing with all sales taxes, ad valorem taxes, fees and other recurring charges of the City, the State of Texas and Collin County taxing jurisdictions throughout the term of this Agreement that may be due and payable by the Company.
- e. The Company represents and certifies that the Company does not and will not knowingly employ any undocumented worker at the Facilities or on the Property who is not lawfully admitted for permanent residence to the United States or authorized under law to be employed in the United States. If, after receiving any public subsidy from the City under this Agreement, the Company is convicted of a violation under 8 U.S.C. § 1324a(f), the Company shall repay to the City an amount equal to all Grant payments tendered to the Company under this Agreement and any other funds received by the Company from the City under this Agreement plus interest, at the rate of four percent (4%), not later than the 120th day after the date the public agency, state or local taxing jurisdiction notifies the Company of the violation.

5. Default.

- a. The following shall constitute an "Event of Default" under this Agreement:
 - (i) Upon the expiration of the notice and cure period set forth in the first sentence of Section 5(b) below, the City's failure to process any portion of the Grant payments owing to the Company in accordance with this Agreement.
 - (ii) A failure of the Company to comply with and satisfy the Performance Requirements set forth in Section 3 of this Agreement.
 - (iii) A breach of a representation under this Agreement by Company.
- b. In the event of the occurrence of an Event of Default described under Section 5(a) above, the non-defaulting party may give written notice to the other party of such Event of Default to the extent that the Event of Default is capable of being cured, and the defaulting party shall have thirty (30) days thereafter to cure said Event of Default. Should said Event of Default remain uncured after such cure period and the non-defaulting party is not otherwise in default hereunder, then the non-defaulting party shall have the right to give the defaulting party a notice that this Agreement shall immediately terminate without further action by either party. In

addition, and without terminating this Agreement, the Company shall further have the power to enforce specific performance or bring an action to collect amounts owing upon an Event of Default by the City. No action shall lie for damages against the City beyond the foregoing amounts owed by the City arising from an Event of Default by the City, and no party shall seek or be entitled to recover punitive, special or consequential damages arising out of, or relating to, any Event of Default under this Agreement.

- c. This Agreement shall terminate upon the occurrence of any one of the following:
 - (i) the execution by both parties of a written agreement terminating this Agreement;
 - (ii) the expiration of the Grant Term; or
 - (iii) at the option of the non-defaulting party (subject to the notice and cure and other provisions of Section 5(b) above), after an Event of Default.
 - d. The prevailing party in any action to enforce this Agreement shall be entitled to receive reasonable attorneys' fees from the non-prevailing party.
 - e. The Company's sole and exclusive remedies for a breach by the City under this Agreement shall be those expressly provided for in this Section 5, and the Company hereby waives any other remedies under law or in equity.
6. Notices. Any notice provided or permitted to be given under this Agreement must be in writing and may be served by depositing same in the United States mail, addressed to the party to be notified, postage pre-paid and registered or certified with return receipt requested, or by delivering the same in person to such party via facsimile or a hand-delivery service, Federal Express or any courier service that provides a return receipt showing the date of actual delivery of same to the addressee thereof. Notice given in accordance herewith shall be effective upon receipt at the address of the addressee. For purposes of notice, the addresses of the parties shall be as follows:

If to the City: City of Wylie
 Attn: Brent Parker, City Manager
 300 Country Club Road, Building 100
 Wylie, Texas 75098

with a copy to: Abernathy, Roeder, Boyd & Hullett, P.C.
 Attn: Ryan D. Pittman
 1700 Redbud Blvd., Suite 300
 McKinney, Texas 75069

If to the Company: Wylie Cemetery Association
Attn: Sandra Stone, President
P.O. Box 44
Wylie, Texas 75098

7. Verification and Compliance. The Company shall allow the City to audit all of the Company's records (other than individual employee files), documents, agreements and other instruments in furtherance of the following purposes: (a) to ensure the Company's compliance with the affirmative covenants set forth in this Agreement; (b) to determine the existence of an event of default under the terms of this Agreement; and (c) to ensure compliance with any other terms and conditions set forth herein or any related documents, including, but not limited to, the Performance Agreements. The City will provide the Company with written notice of any request for an audit and shall cooperate with the Company to schedule audit activities during the Company's normal business hours so as to minimize disruption to the Company's normal business operations.
8. Miscellaneous.
 - a. Binding Agreement. This Agreement shall constitute a valid and binding agreement by and between the City and the Company.
 - b. Savings/Severability. If a court of competent jurisdiction finds any provision of this Agreement to be invalid or unenforceable as to any person or circumstance, such finding shall not render that provision invalid or unenforceable as to any other persons or circumstances, or affect any other provision hereof. It is the intention and agreement of the parties to this Agreement that each such illegal, invalid or unenforceable provision shall be amended by the parties hereto to the extent necessary to make it legal, valid and enforceable while achieving the same objective of such provision, or, if that is not possible, by substituting therefore another provision that is legal, valid and enforceable and achieves the same objectives (or, if such provision cannot be amended or a provision substituted therefore in a manner that is legal, valid and enforceable and achieves the same objectives, then such provision shall be amended or a new provision substituted therefore that achieves as closely as possible the same objectives or economic position as the illegal, invalid or unenforceable provision, irrespective of whether such amendment or substituted provision is materially different than the illegal, invalid or unenforceable provision).
 - c. Entire Agreement. This Agreement contains the entire agreement of the parties with respect to the matters contained herein and may not be modified or terminated except upon the provisions hereof or by the mutual written agreement of the parties hereto.
 - d. Governing Law; Venue. The laws of the State of Texas shall govern the interpretation, validity, performance and enforcement of this Agreement, without regard to conflict of law principles. This Agreement is performable in Collin

County, Texas, and the exclusive venue for any action arising out of this Agreement shall be a court of appropriate jurisdiction in Collin County, Texas.

- e. Vested Rights/Chapter 245 Waiver. This Agreement shall confer no vested rights on the Property, or any portion thereof. In addition, nothing contained in this Agreement shall constitute a “permit” as defined in Chapter 245 of the Texas Local Government Code, as amended, and nothing in this Agreement provides the City with fair notice of any project of the Company. The Company waives any statutory claim under Chapter 245 of the Texas Local Government Code, as amended, arising out of any acts or omissions under this Agreement. This section shall survive the termination of this Agreement.
- f. Consideration. This Agreement is executed by the parties hereto without coercion or duress and for substantial consideration, the sufficiency of which is forever confessed.
- g. Counterparts. This Agreement may be executed in a number of identical counterparts, each of which shall be deemed an original for all purposes. An electronic mail or facsimile signature will also be deemed to constitute an original if properly executed and delivered to the other party.
- h. Representations. Each signatory represents this Agreement has been read by the party for which this Agreement is executed and that such party has had an opportunity to confer with its counsel.
- i. Authority to Execute. The individuals executing this Agreement on behalf of the respective parties below represent to each other and to others that all appropriate and necessary action has been taken to authorize the individual who is executing this Agreement to do so for and on behalf of the party for which his or her signature appears, that there are no other parties or entities required to execute this Agreement in order for the same to be an authorized and binding agreement on the party for whom the individual is signing this Agreement and that each individual affixing his or her signature hereto is authorized to do so, and such authorization is valid and effective on the date of this Agreement.
- j. No 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.
- k. Waiver. Waiver by either party of any breach of this Agreement, or the failure of either party to enforce any of the provisions of this Agreement, at any time, shall not in any way affect, limit or waive such party’s right thereafter to enforce and compel strict compliance.
- l. 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. Headings in this Agreement are for the convenience of the parties and are not intended to be used in construing this document.

- m. Immunity. It is expressly understood and agreed that, in the execution and performance of this Agreement, City has not waived, nor shall be deemed hereby to have waived, any defense or immunity, including governmental, sovereign and official immunity, that would otherwise be available to it against claims arising in the exercise of governmental powers and functions. By entering into this Agreement, the parties do not create any obligations, express or implied, other than those set forth herein.
- n. Assignment. This Agreement or any part thereof shall not be assigned or transferred by any party without the prior written consent of the other party, which may be withheld in the other party's sole discretion.

[Signature page follows.]

IN WITNESS WHEREOF, the parties have executed this Agreement and caused this Agreement to be effective when all the parties have signed it. The date this Agreement is signed by the last party to sign it (as indicated by the date associated with that party's signature below) will be deemed the effective date of this Agreement ("Effective Date").

CITY OF WYLIE, TEXAS,
a home-rule municipality

By: _____
Brent Parker, City Manager

Date executed: _____

STATE OF TEXAS §

COUNTY OF COLLIN §

BEFORE ME, the undersigned authority, on this ____ day of _____, 2026, personally appeared Brent Parker, City Manager and duly authorized representative for the CITY OF WYLIE, TEXAS, known to me to be one of the persons whose name is subscribed to the foregoing instrument, and who acknowledged to me that he executed the same for the purposes and consideration therein expressed and in the capacity therein stated on behalf thereof.

Notary Public, State of Texas

Wylie Cemetery Association,
a Texas Unincorporated Non-Profit Association

By: _____
Name: _____
Title: _____
Date executed: _____

STATE OF TEXAS §

COUNTY OF _____ §

BEFORE ME, the undersigned authority, on this ____ day of _____, 2026, personally appeared _____, President and duly authorized representative for the WYLIE CEMETERY ASSOCIATION, known to me to be one of the persons whose name is subscribed to the foregoing instrument, and who acknowledged to me that he executed the same for the purposes and consideration therein expressed and in the capacity therein stated on behalf thereof.

Notary Public, State of Texas