

## PARKING AGREEMENT

This Parking Agreement (the "Agreement") is entered into between **Wylie Independent School District**, ("WISD"), who is the owner of Lot 1, Block A, of the Rita Smith Elementary School Addition, more commonly known as 2221 Country Club Drive, Wylie, Texas 75098 ("Property A") and **Harvest City Church of Wylie** ("The Church"), who is the owner of Lot 1, Block A of the Gateway Community Church Addition, more commonly known as 2201 Country Club Drive, Wylie Texas 75098 ("Property B").

WHEREAS, WISD operates a Public School, Elementary use on Property A, which requires sixty-three (63) parking spaces. Property A has one hundred thirteen (113) parking spaces.

WHEREAS, the days and hours of operation of WISD Elementary School use are Monday-Friday 7a-3p;

WHEREAS, The Church operates a Church/House of Worship use on Property B, which requires one hundred sixty-six (166) parking spaces, and is proposing to add an approximately 20,000 square foot addition to the use requiring an additional eighty (80) parking spaces, for a total of two hundred forty (240) parking spaces as required by the Wylie Zoning Ordinance. Property B has two hundred fourteen (214) parking spaces located on-site.

WHEREAS, The days and hours of operation of The Church's use on Property A are: 7a-1p Sunday and 5p-9p Wednesday with limited office hours Monday-Friday;

WHEREAS, taking into account the number of parking spaces provided on Property B, The Church's proposed expanded use on Property B will need twenty-six (26) additional spaces to meet the parking requirements in the Wylie Zoning Ordinance;

**SHARED PARKING AGREEMENT**

WHEREAS, Section 7.3(F) of the Wylie Zoning Ordinance states that parking requirements may be met by securing the consent to share parking facilities on the same or another parcel and under another ownership. The City of Wylie has represented and the Parties hereto agree that shared parking may only be approved to satisfy the City of Wylie's zoning requirements upon the execution of this Agreement and under the conditions stated in the Wylie Zoning Ordinance, such conditions are incorporated as part of this Agreement, as if fully stated herein;

WHEREAS, WISD agrees that The Church may share the use of up to fifty (50) of the parking spaces located on Property A because WISD and The Church believe the School use on Property A and the Church use on Property B have mutually compatible, non-overlapping hours of operation.

NOW THEREFORE, in consideration of the following, the parties hereby agree as follows:

1. WISD and The Church hereby consent and agree that the School use on Property A and the Church use on Property B shall share up to fifty (50) required parking spaces on Property A so that Property B can satisfy Article 7, Section 7.3 (F) entitled "Parking Alternatives", General Development Regulations in the Zoning Ordinance for the City of Wylie, Texas. In accordance with this Agreement, the tenants, occupants, customers, and/or associates of each use will be permitted and entitled to jointly share the use of up to fifty (50) parking spaces on Property A. Furthermore, so long as this Agreement is in existence, neither Party shall prevent the other Party or their tenants, occupants, customers, and/or associates from use of up to fifty (50) parking spaces.

2. WISD and The Church further agree to maintain mutually exclusive or compatible overlapping hours of operation. The days and hours of operation for both of the uses must remain the same and may not normally differ from those days and hours of operation as stated herein. If such days and hours of operation are changed, with the exception of a reasonable amount of occasional special events, this Agreement shall automatically terminate and be considered void from that point forward.

3. A fully executed copy of this Agreement shall be filed with the Director of Community Development for the City of Wylie, Texas.

4. If either Party changes the use of Property A or Property B to a use that requires more parking spaces than required by the Wylie Zoning Ordinance and as stated herein, or if there is a change of ownership of Property A or Property B, this Agreement shall automatically terminate and be considered void from that point forward.

5. 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.

6. In case 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 any other provision thereof, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

Executed this 8th day of May 2026.

**Wylie Independent School District**

By: *Kim Spicer*  
Kim Spicer, Superintendent

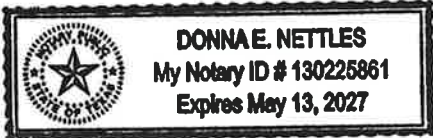
**Harvest City Church of Wylie**

By: *Chris Dague*  
Chris Dague, Executive Pastor

SUBSCRIBED AND SWORN TO before me by **Kim Spicer** on this 18<sup>th</sup> day of May, 2026.

*Donna E. Nettles*  
Notary Public in and for the State of Texas

Donna E. Nettles  
(Typed or printed name of Notary)



SUBSCRIBED AND SWORN TO before me by **Chris Dague**, on this 8<sup>th</sup> day of May, 2026.

*David Hernandez*  
Notary Public in and for the State of Texas

David Hernandez  
(Typed or printed name of Notary)

