

## **ASSIGNMENT AND ASSUMPTION OF FIRE PROTECTION AGREEMENT**

This Assignment and Assumption of Fire Protection Agreement (this "Assignment") is entered into by INSPIRATION RESIDENTIAL ASSOCIATION, INC., a Texas non-profit corporation ("Assignor") in favor of COLLIN COUNTY WATER CONTROL AND IMPROVEMENT DISTRICT NO. 3, a political subdivision of the State of Texas, operating under the provisions of Article III, Section 52 and Article XVI, Section 59 of the Texas Constitution and Chapters 49 and 51 of the Texas Water Code, as amended ("Assignee"), to be effective as of the Effective Date (hereinafter defined).

### **W I T N E S S E T H**

WHEREAS, Assignor is a party to that certain Fire Protection Agreement, dated June 18, 2021, by and between Assignor and the City of Wylie, Texas (the "Agreement"), attached hereto as Exhibit "A"; and

WHEREAS, Assignor desires to assign to Assignee all of Assignor's right, title and interest in and to the Agreement and Assignee desires to accept such assignment and assume all of Assignor's duties and obligations under the Agreement, subject to the conditions contained in Section 2 herein.

NOW, THEREFORE, in consideration of the sum of Ten and No/100 Dollars (\$10.00) paid by Assignee to Assignor, the receipt and sufficiency of which is hereby acknowledged and confessed, it is agreed as follows:

1. **Assignment and Assumption.** Assignor, pursuant to Article XI of the Agreement, hereby assigns to Assignee all of Assignor's obligations, right, title and interest in and to the Agreement. Assignee hereby assumes the obligations, right, title and interest of Assignor under the Agreement.

2. **Conditions on Assignment.** Assignor and Assignee hereby agree that this Assignment is expressly conditioned on (i) approval by the Texas Commission on Environmental Quality (the "TCEQ") of a Fire Plan submitted to the TCEQ by the District, and (ii) the District holding a fire protection plan election (the "Election") and obtaining voter approval of the Fire Plan and the Agreement (collectively, the "Assignment Conditions"). The Parties further agree that if the Assignment Conditions are not met, this Assignment will be automatically void and of no further force and effect.

3. **Consent of City.** By execution hereof, the City hereby provides written consent to this Assignment, pursuant to Article XI of the Agreement.

4. **Effective Date.** The Parties agree that this Assignment will become effective upon the satisfaction of the Assignment Conditions (the "Effective Date").

5. **Counterparts.** This Assignment may be executed in counterparts, all such executed counterparts shall constitute the same agreement, and the signature of any party to any counterpart shall be deemed a signature to, and may be appended to, any other counterpart.

Executed to be effective as of the Effective Date.


**ASSIGNOR:**

INSPIRATION RESIDENTIAL  
ASSOCIATION, INC.,  
a Texas non-profit corporation

By: Terry Bascher  
Name: Terry Bascher  
Title: President of Board of Directors

**ASSIGNEE:**

COLLIN COUNTY WATER CONTROL AND  
IMPROVEMENT DISTRICT NO. 3

By:   
Name: Tommy THOMAS  
Title: PRESIDENT

**ACKNOWLEDGED AND  
CONSENTED TO BY:**

CITY OF WYLIE, TEXAS

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

ATTEST:

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**EXHIBIT "A"**  
**The Agreement**

**FIRE PROTECTION AGREEMENT**

This Fire Protection Agreement ("Agreement") is made by and between **Inspiration Residential Association, Inc.**, a Texas nonprofit corporation ("Association"), and the **City of Wylie, Texas**, a home-rule municipality ("Wylie"). The Association and Wylie are sometimes referred to collectively as the "parties" or individually as a "party."

**RECITALS**

WHEREAS, the Association was formed to further the interests of the owners of the real property located within the planned development community located in Collin County, Texas commonly known as "Inspiration," the Community (hereinafter defined); and

WHEREAS, the Community is located in close proximity to Wylie, outside of the corporate limits of Wylie; and

WHEREAS, pursuant to the Charter, each person who owns a Unit (hereinafter defined) within the Community is a member of the Association and must pay certain assessments to the Association; and

WHEREAS, the District (hereinafter defined) provides certain services and facilities, including water supply and distribution services and facilities, to the Community; and

WHEREAS, Wylie is engaged in providing Fire Protection Services (hereinafter defined) and Emergency Medical Services (hereinafter defined) for the benefit of the citizens of Wylie; and

WHEREAS, pursuant to the Charter, the Association is authorized to contract with and pay Wylie to provide Fire Protection Services and Emergency Medical Services within the Community; and

WHEREAS, the Association and Wylie entered into that certain Fire Protection Agreement dated August 15, 2016 (the "2016 Agreement"), whereby Wylie agreed to provide, and the Association agreed to pay for, Fire Protection Services and Emergency Medical Services within the Community; and

WHEREAS, the parties desire to terminate the 2016 Agreement and reach a new agreement for Fire Protection Services and Emergency Medical Services on different terms and conditions than set forth in the 2016 Agreement; and

WHEREAS, the Association continues to desire to obtain Fire Protection Services and Emergency Medical Services from Wylie for the benefit of the Association; and

WHEREAS, the provision of Fire Protection Services and Emergency Medical Services by Wylie is a governmental function that serves the public health and welfare and is of mutual concern to the parties; and

**Fire Protection Agreement**

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