

ANNEXATION SERVICE PLAN AGREEMENT

This SERVICE PLAN AGREEMENT ("Agreement") is made and entered into by and among the CITY OF WYLIE, TEXAS, a home-rule municipality ("Wylie"), and WYLIE DPV LIMITED PARTNERSHIP, a Texas Limited Partnership ("Landowner"). Wylie and Landowner are each referred to herein as a "party" or collectively as the "parties."

WHEREAS, Landowner is the sole owner of that certain tract of land consisting of 4.024 acres, situated in the Guadalupe De Los Santos Survey, Abstract No. 1384, Dallas County, Texas, as more particularly described and depicted in Exhibit A, attached hereto and incorporated herein for all purposes (the "Property" or "Annexed Area"); and

WHEREAS, pursuant to a Development Agreement (pending annexation) between Landowner and City ("Development Agreement") approved by the City Council on August 26, 2025, Landowner submitted to Wylie a voluntary request for annexation of the Property into the corporate limits of Wylie pursuant to Subchapter C-3 of Chapter 43 of the Texas Local Government Code; and

WHEREAS, Landowner acknowledges and agrees that in submitting the voluntary request for annexation of the Property, Landowner has fully investigated and is aware of the rights, duties and obligations that will apply to Landowner and its successors and assigns, as owner of the Property, in the event that the Wylie City Council adopts an ordinance annexing the Property into the corporate limits of Wylie (the "Annexation Ordinance"); and

WHEREAS, Landowner acknowledges and agrees that Wylie has complied or will comply with all requirements for the consideration of Landowner's request for annexation of the Property pursuant to Chapter 43 of the Texas Local Government Code, including holding public hearings and providing the required public notices regarding the requested annexation; and

WHEREAS, Landowner acknowledges and agrees that the Property is eligible for annexation in all respects under Texas law; and

WHEREAS, the parties desire to enter into this Agreement pursuant to Section 43.0672 of the Texas Local Government Code to memorialize their agreement regarding the services Wylie will provide to the Property provided that the Wylie City Council adopts the Annexation Ordinance; and

WHEREAS, Landowner acknowledges and agrees that this Agreement fully complies with Section 43.0672 of the Texas Local Government Code; and

WHEREAS, Wylie has investigated and determined that it would be advantageous and beneficial to Wylie and its citizens to enter into this Agreement on the terms and conditions set forth herein.

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

1. **Incorporation of Recitals.** The representations, covenants and recitations set forth in the foregoing recitals of this Agreement are true and correct, are incorporated into the body of this Agreement and are adopted as findings of Wylie and Landowner.
2. **Land Subject to Agreement.** The land that is subject to this Agreement is the Property. Landowner represents that he is the sole owner of the Property.
3. **Agreement Conditioned on Annexation.** This Agreement and the rights, duties and obligations herein are subject to and conditioned on the Wylie City Council adopting the Annexation Ordinance within ninety (90) days after the Effective Date (hereinafter defined) of this Agreement. In the event that the Wylie City Council does not adopt the Annexation Ordinance within ninety (90) days after the Effective Date of this Agreement, this Agreement shall not be effective and neither party shall have any rights, duties or obligations of any kind under this Agreement. In the event Landowner argues or claims that a term, condition or provision of this Agreement or the Annexation Ordinance is invalid, illegal, void, unenforceable or unlawful, then Wylie has the option to terminate this Agreement, effective immediately.
4. **Agreed Service Plan.** Subject to the terms and conditions of this Agreement, the parties agree that Wylie shall furnish or provide for the following municipal services to the Property after annexation at the following levels and in accordance with the following schedule:
 - (a) Police Services.
 - (i) Patrolling, responses to calls and other routine police services, within the limits of existing personnel and equipment and in a manner consistent with the methods of Wylie, will be provided in the Annexed Area on the effective date of the Annexation Ordinance.
 - (ii) Upon ultimate development of the Annexed Area, the same level of police services will be provided to the Annexed Area as are furnished throughout Wylie at that time.
 - (b) Fire Services.
 - (i) Fire protection and emergency ambulance services and equipment, within the limits of existing personnel and equipment and the limits of available water and distances from existing fire stations and in a manner consistent with the methods of Wylie, will be provided to the Annexed Area upon the effective date of the Annexation Ordinance.
 - (ii) Upon ultimate development of the Annexed Area, the same level of fire and emergency ambulance services will be provided to the Annexed Area as are furnished throughout Wylie at that time.

- (c) Environmental Health and Code Enforcement Services.
 - (i) Enforcement of Wylie's environmental health ordinances and regulations, including but not limited to, weed and brush ordinances, junked and abandoned vehicle ordinances and animal control ordinances, shall be provided within the Annexed Area within sixty (60) days of the effective date of the Annexation Ordinance. Wylie's environmental health ordinances and regulations will be enforced through the use of existing personnel.
 - (ii) Inspection services, including the review of building plans, the issuance of permits and the inspection of all buildings, plumbing, mechanical and electrical work to ensure compliance with Wylie's codes, regulations and ordinances will be provided within sixty (60) days of the effective date of the Annexation Ordinance. Existing personnel will be used to provide such services.
 - (iii) Subject to the Development Agreement, Wylie's zoning, subdivision, sign and other ordinances shall be enforced in the Annexed Area beginning on the effective date of the Annexation Ordinance.
 - (iv) All inspection services furnished by Wylie but not mentioned above will be provided to the Annexed Area beginning within sixty (60) days of the effective date of the Annexation Ordinance.
 - (v) As development and construction commence in the Annexed Area, sufficient personnel will be provided to furnish the Annexed Area with the same level of environmental health and code enforcement services as are furnished throughout Wylie at that time.
- (d) Planning and Zoning Services. The planning and zoning jurisdiction of Wylie will extend to the Annexed Area upon the effective date of the Annexation Ordinance. Wylie city planning will thereafter encompass the Annexed Area, and it shall be entitled to consideration for zoning in accordance with Wylie's Zoning Ordinance and Comprehensive Plan.
- (e) Park and Recreation Services.
 - (i) Inhabitants of the Annexed Area may utilize all existing park and recreational services, facilities and sites throughout Wylie beginning on the effective date of the Annexation Ordinance.
 - (ii) Additional facilities and sites to serve the Annexed Area will be acquired, developed and maintained at locations and times provided by applicable plans, policies, programs and decisions of Wylie. The Annexed Area will

be included in all future plans for providing parks and recreation services to Wylie.

- (iii) Existing parks, playgrounds, swimming pools and other recreational facilities within the Annexed Area shall, upon dedication to and acceptance by Wylie, be maintained and operated by Wylie, but not otherwise.

(f) Solid Waste Collection Services.

- (i) Solid waste collection services shall be provided to the Annexed Area in accordance with Wylie's existing policies, beginning on the effective date of the Annexation Ordinance.
- (ii) As development and construction commence in the Annexed Area and population density increases in the Annexed Area, solid waste collection services shall be provided to the Annexed Area in accordance with Wylie's policies regarding frequency, changes and the like as are existing at that time.

(g) Streets.

- (i) Wylie's existing policies with regard to street maintenance, applicable throughout Wylie, shall apply to the Annexed Area beginning on the effective date of the Annexation Ordinance. Unless a street within the Annexed Area has been constructed or is improved to Wylie's standards and specifications, such street will not be maintained by Wylie. Notwithstanding anything to the contrary herein, private streets within the Annexed Area shall remain private streets after annexation and Wylie and the Landowner agree that Wylie shall have no obligation to maintain, repair or improve the private streets or to pay the costs thereof.
- (ii) As development, improvement or construction of streets to Wylie's standards commences within the Annexed Area, the policies of Wylie with regard to participation in the costs thereof, acceptance upon completion thereof and maintenance after completion thereof shall apply as such policies exist at that time.
- (iii) The same level of maintenance shall be provided to streets within the Annexed Area that are accepted by Wylie as is provided to streets throughout Wylie.
- (iv) Street lighting installed on streets improved to Wylie's standards and specifications shall be maintained by the appropriate franchise holder in accordance with existing Wylie policies.

(h) Water Services.

- (i) Connection to existing Wylie water mains for water service for domestic, commercial and industrial use within the Annexed Area will be provided in accordance with existing Wylie policies. Upon connection to existing mains, water will be provided at rates established by Wylie ordinances for such service throughout Wylie.
- (ii) As development and construction commence on the Annexed Area, Wylie water mains will be extended in accordance with provisions of the Subdivision Ordinance and other applicable ordinances and regulations in effect at that time. Wylie's participation in the costs of such extensions shall be in accordance with the applicable Wylie ordinances and regulations in effect at that time. Such extensions will be commenced within two and one-half (2½) years from the effective date of the Annexation Ordinance and substantially completed within four and one-half (4½) years after that date.
- (iii) Water mains installed or improved to Wylie's standards which are within the Annexed Area and are within dedicated easements shall be maintained by Wylie beginning on the effective date of the Annexation Ordinance.
- (iv) Private water lines within the Annexed Area shall be maintained by their respective owners in accordance with existing policies applicable throughout Wylie.

(i) Sanitary Sewer Services.

- (i) Connections to existing Wylie sanitary sewer mains for sanitary sewer service in the Annexed Area will be provided in accordance with existing Wylie policies. Upon connection, sanitary sewer service will be provided at rates established by Wylie ordinances for such service throughout Wylie.
- (ii) Sanitary sewer mains and/or lift stations installed or improved to Wylie's standards that are located in dedicated easements, are within the Annexed Area and are connected to Wylie mains will be maintained by Wylie beginning on the effective date of the Annexation Ordinance.
- (iii) As development and construction commence in the Annexed Area, Wylie sanitary sewer services will be extended in accordance with provisions of the Subdivision Ordinance and other applicable Wylie ordinances and regulations in effect at that time. Such extensions will be commenced within two and one-half (2½) years from the effective date of the Annexation Ordinance and substantially completed within four and one-half (4½) years after that date.

- (j) Miscellaneous.
 - (i) Any facility or building located within the Annexed Area and utilized by Wylie in providing services to the Annexed Area will be maintained by Wylie commencing on the date of use or on the effective date of the Annexation Ordinance, whichever occurs later.
 - (ii) General municipal administration and administrative services of Wylie shall be available to the Annexed Area beginning on the effective date of the Annexation Ordinance.
 - (iii) Notwithstanding anything set forth above, this Service Plan does not require all municipal services be provided as set forth above if different characteristics of topography, land use and population density are considered a sufficient basis for providing different levels of service.
- 5. **Default.** If Wylie fails to comply with the terms and conditions of this Agreement and such failure is not cured within a reasonable period of time after Wylie receives written notice of such failure from Landowner, then Landowner may seek disannexation pursuant to Section 43.141 of the Texas Local Government Code as its sole and exclusive remedy. In no event shall Wylie be liable to Landowner or any other owner or inhabitant of the Annexed Area for any direct, indirect, incidental, special or consequential damages arising out of this Agreement or for the cost of procurement of substitute services.
- 6. **Covenant Running with the Land.** This Agreement shall be a covenant running with the land and Property and shall be binding on Landowner and Landowner's successors and assigns.
- 7. **Limitations of Agreement.** Wylie ordinances covering property taxes, utility rates, permit fees, inspection fees, tree mitigation fees, impact fees, development fees, tap fees, pro-rata fees and the like are not affected by this Agreement. Further, this Agreement does not waive or limit any of the obligations of Landowner to Wylie under any ordinance, whether now existing or in the future arising.
- 8. **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; by electronic mail, with documentation evidencing the addressee's receipt thereof; or by delivering the same in person to such party a via hand-delivery service, 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 notification, the addresses of the parties shall be as follows:

If to Wylie, addressed to it at:

City of Wylie
Attn: Brent Parker, City Manager
Wylie, Texas 75098
Telephone: (972) 516-6000
Email: brent.parker@wylietexas.gov

with a copy to:

Abernathy, Roeder, Boyd & Hullett, P.C.
Attention: Ryan D. Pittman
1700 Redbud Blvd., Suite 300
McKinney, Texas 75069
Telephone: (214) 544-4000
Facsimile: (214) 544-4044
Email: [REDACTED]

If to Landowner, addressed to him at:

Wylie DPV Limited Partnership
ATTN: Ron N. Haynes, Jr.
6206 Lupton Drive
Dallas, Texas 75225
Telephone: (214) 673-0575
Email: [REDACTED]

9. **Release.** EXCEPT AS OTHERWISE EXPRESSLY PROVIDED HEREIN, LANDOWNER HEREBY RELEASES, WAIVES AND HOLDS HARMLESS WYLIE AND ITS COUNCIL MEMBERS, OFFICERS, AGENTS, REPRESENTATIVES AND EMPLOYEES FROM ALL DAMAGES, INJURIES, CLAIMS, OBJECTIONS, LOSSES, DEMANDS, SUITS, JUDGMENTS AND COSTS ARISING OUT OF OR RELATED TO WYLIE'S ANNEXATION OF THE PROPERTY, WYLIE'S CONSIDERATION OF ANNEXATION OF THE PROPERTY AND WYLIE'S ADOPTION OF THE ANNEXATION ORDINANCE. THIS SECTION SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.
10. **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 Wylie with fair notice of any project of Landowner. LANDOWNER WAIVES ANY STATUTORY CLAIM UNDER CHAPTER 245 OF THE TEXAS LOCAL GOVERNMENT CODE, AS AMENDED, AS TO THIS AGREEMENT. THIS SECTION SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.
11. **Warranties/Representations.** All warranties, representations and covenants made by one party to the other in this Agreement or in any certificate or other instrument delivered by one party to the other under this Agreement shall be considered to have been relied upon by the other party and will survive the satisfaction of any fees under this Agreement, regardless of any investigation made by either party.

12. **Entire Agreement.** This Agreement and the Development Agreement contain 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.
13. **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.
14. **Consideration.** This Agreement is executed by the parties without coercion or duress and for substantial consideration, the sufficiency of which is forever confessed.
15. **Multiple 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.
16. **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 Effective Date (hereinafter defined). Landowner acknowledges that each and every owner of the Property must sign this Agreement in order for the Agreement to take full effect, and **Landowner covenants and agrees to indemnify, hold harmless, and defend Wylie and its Council members, officers, agents, representatives and employees against any and all claims asserted by any person claiming an ownership interest in the Property who has not signed the Agreement that arise in any way from Wylie's reliance on this Agreement.**
17. **Savings; Severability.** In the event that a term, condition or provision of this Agreement is determined to be invalid, illegal, void, unenforceable or unlawful by a court of competent jurisdiction, then that term, condition or provision shall be deleted and the remainder of the Agreement shall remain in full force and effect as if such invalid, illegal, void, unenforceable or unlawful provision had never been contained in this Agreement.
18. **Representations.** Each party represents that it has carefully read this Agreement, knows the contents hereof, has consulted with an attorney of its choice regarding the meaning and effect hereof and is signing the same solely of its own judgment.

19. **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.
20. **Immunity.** It is expressly understood and agreed that, in the execution and performance of this Agreement, Wylie 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.
21. **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.

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: _____

Attested to by:

Stephanie Storm, City Secretary

WYLIE DPV LIMITED PARTNERSHIP,
A Texas Limited Partnership

By: Webb Peak Development Partners LP,
Its General Partner
By: RNH Development Company
Its General Partner

By: _____
Date: _____

STATE OF TEXAS §
 §
COUNTY OF COLLIN §

BEFORE ME, the undersigned authority, on this day personally appeared **Brent Parker**, known to me to be one of the persons whose names are subscribed to the foregoing instrument; he acknowledged to me that he is the City Manager and duly authorized representative of the **CITY OF WYLIE, TEXAS**, a home-rule municipality, and that he executed the same for the purposes and consideration therein stated and in the capacity therein stated as the act and deed of the City of Wylie, Texas.

IN WITNESS WHEREOF, I have hereunto set my hand and seal of office this _____ day of _____, 2025.

Notary Public, State of Texas
My Commission Expires:_____

STATE OF TEXAS §
 §
COUNTY OF COLLIN §

BEFORE ME, the undersigned authority, on this day personally appeared _____, known to me to be one of the persons whose names are subscribed to the foregoing instrument; she acknowledged to me that she executed the same for the purposes and consideration therein stated and in the capacity therein stated.

IN WITNESS WHEREOF, I have hereunto set my hand and seal of office this _____ day of _____, 2025.

Notary Public, State of Texas
My Commission Expires:_____

Exhibit A

**LEGAL DESCRIPTION
4.024 ACRES**

BEING a tract of land situated in the GUADALUPE DE LOS SANTOS SURVEY, ABSTRACT NO. 1384, City of Wylie ETJ, Dallas County, Texas and being a portion of that tract of land described in Deed to Perry W. Kinnard and Linda A. Kinnard, as recorded in Volume 95234, Page 476, Deed Records, Dallas County, Texas and being a portion of that tract of land described in Deed to Michael T. Fasang, as recorded in Volume 2004141, Page 9931, Deed Records, Dallas County, Texas and being more particularly described as follows:

BEGINNING at a wooden fence post found in the northeast line of that tract of land described in Deed to Wylie DPV Limited Partnership, as recorded Document No. 202000188066, Deed Records, Dallas County, Texas for the southern most corner of said Perry W. Kinnard and Linda A. Kinnard tract;

THENCE North 45 degrees 11 minutes 57 seconds West, with said northeast line, a distance of 250.00 feet to a 1/2 inch iron rod with a yellow plastic cap stamped "JVC" set for corner;

THENCE North 44 degrees 31 minutes 39 seconds East, leaving said northeast line, a distance of 250.00 feet to a 1/2 inch iron rod with a yellow plastic cap stamped "JVC" set for corner;

THENCE North 30 degrees 29 minutes 42 seconds East, a distance of 164.95 feet to a 1/2 inch iron rod with a yellow plastic cap stamped "JVC" set for corner;

THENCE North 44 degrees 31 minutes 43 seconds East, a distance of 240.04 feet to a 1/2 inch iron rod with a yellow plastic cap stamped "JVC" set in the northeast line of said Michael T. Fasang tract;

THENCE South 45 degrees 13 minutes 17 seconds East, a distance of 290.01 feet to a 1/2 inch iron rod with a yellow plastic cap stamped "JVC" found in the northwest line of that tract of land described in Deed to Wylie DPV Limited Partnership, as recorded in Document No. 20131029001473050, Deed Records, Dallas County, Texas for the eastern most corner of said Michael T. Fasang tract;

THENCE South 44 degrees 31 minutes 43 seconds West, with said northwest line, a distance of 649.98 feet to the POINT OF BEGINNING and containing 4.024 acres of land, more or less.