

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVERS' LICENSE NUMBER.

After Recording Return To:  
City Manager  
City of Wylie  
300 Country Club Road  
Wylie, Texas 75098

**DEVELOPMENT AGREEMENT (Pending Annexation)**  
**(Dominion of Pleasant Valley)**

THIS DEVELOPMENT AGREEMENT ("Agreement") is made and entered into by and among the CITY OF WYLIE, TEXAS, a Texas home-rule municipality ("City"). PERRY W. KINNARD AND LYND A. KINNARD ("Tract 3 Owners"), MICHAEL T. FASANG ("Tract 4 Owner" and together with Tract 3 Owners, the "Owners") and WYLIE DVP LIMITED PARTNERSHIP, a Texas limited partnership ("Developer"), on the terms and conditions hereinafter set forth. City, Owners and Developer are individually and collectively referred to herein, respectively, as "Party" or "Parties."

WHEREAS, Tract 3 Owner represents and warrants that he is the sole owner of that certain 2.144± acres of land situated in the Guadalupe De Los Santos Survey, Abstract No. 1384, Dallas County, Texas, within the City's extraterritorial jurisdiction ("ETJ"), as more particularly described in Exhibit "A", attached hereto and incorporated herein for all purposes ("Tract 3 Property"); and

WHEREAS, Tract 4 Owner represents and warrants that he is the sole owner of that certain 1.880± acres of land situated in the Guadalupe De Los Santos Survey, Abstract No. 1384, Dallas County, Texas, within the City's ETJ, as more particularly described in Exhibit "B", attached hereto and incorporated herein for all purposes ("Tract 4 Property" and together with the Tract 3 Property, the "Property"); and

WHEREAS, each Owner anticipates selling his portion of the Property to Developer, with the expected closing to occur on or before December 31, 2025 (the actual date of the closing is hereinafter referred to as "Closing"); and

WHEREAS, Developer intends to develop the Property as an addition to the existing planned development known as the "Dominion of Pleasant Valley" ("Development") as generally illustrated in Exhibit "C" and Exhibit "D"; and

WHEREAS, the Parties desire to obtain the benefits of certainty and predictability that can be provided by a development agreement for property that is currently located in the ETJ of the City; and

WHEREAS, the Parties are authorized to enter into this Agreement pursuant to Section 212.172 of the Texas Local Government Code; and

WHEREAS, Owners and City desire to agree on the matters set forth in this Agreement pursuant to and in accordance with Section 212.172 of the Texas Local Government Code, and pursuant to Chapter 43, Subchapter C-3, Texas Local Government Code; and

WHEREAS, the Parties acknowledge and agree that this Agreement constitutes a petition for the voluntary annexation of the Property under the provisions of Subchapter C-3, Chapter 43, Texas Local Government Code, and within ten (10) calendar days of the Effective Date of this Agreement, each Owner shall submit an annexation application ("Annexation Application"), on a form approved by City and bearing all costs associated therewith, voluntarily requesting the City Council annex the Property in accordance with Section 212.0671 of the Texas Local Government Code, and said Annexation Application shall include any and all documents, signatures and/or other information required by Texas law and/or City's ordinances, rules and regulations, as they exist, may be amended or in the future arising, and upon the request of the City, each Owner shall promptly execute all other applications and documentation required by Texas law to petition for annexation as required by Texas law; and

WHEREAS, after submission of a complete Annexation Application by both Owners, City Staff will place the Annexation Applications on the next available City Council agenda for its consideration and possible action, in accordance with Subchapter C-3, Chapter 43 of the Texas Local Government Code, which if approved will annex the Property into the corporate limits of the City after the City completes all applicable procedures and public hearing(s) required by Texas law ("Annexation Ordinance"); and

WHEREAS, in consideration of the City Council's consideration and possible approval of the Annexation Ordinance, Developer and Owners, in accordance with the provisions of Section 212.172 of the Texas Local Government Code, hereby agree that unless and until the Annexation Ordinance and Zoning Ordinance Amendment (hereinafter defined) are approved and become effective in accordance with the City Charter and applicable law, the Property shall be developed in accordance with the Zoning Ordinance and any and all other ordinances, rules, codes, regulations and requirements of the City, as they exist, may be amended or in the future arising (collectively, "Regulations"), and that the City is entitled to enforce the Regulations the same as if the Property was located wholly within the corporate limits of City; and

WHEREAS, provided the City Council adopts the Annexation Ordinance, each Owner and Developer, if necessary, shall, within ten (10) calendar days of the City Council's adoption of the Annexation Ordinance, submit a zoning application ("Zoning Application"), on a form approved by City and bearing all costs associated therewith, requesting the City Council amend the Zoning Ordinance for the purpose of including the Property in the Zoning Ordinance and providing additional development standards, and said Zoning Application shall include any and all documents, signatures and/or other information required by City's ordinances, rules and regulations, as they exist, may be amended or in the future arising; and

WHEREAS, after submission of the Zoning Application, City Staff will place the Zoning Application on a future Planning and Zoning Commission ("P&Z") agenda for its consideration and possible action; and

WHEREAS, after P&Z provides its recommendation to the City Council regarding the Zoning Application, City Staff will place the Zoning Application on a future City Council agenda for its consideration and possible action, which if approved, will include the Property in an ordinance amending the Zoning Ordinance ("Zoning Ordinance Amendment"); and

WHEREAS, the City Council has investigated and determined that it is in the best interest of the City and its citizens to enter into this Agreement; and

WHEREAS, the Parties desire to enter into this Agreement according to the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual benefits and premises contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. **City Council Approval.** The Parties acknowledge and agree that Developer and each Owner must submit a fully executed original copy of this Agreement to the City Planner, or their designee ("City Planner"), on or before \_\_\_\_\_. Developer and each Owner, individually, acknowledge and agree that this Agreement is strictly contingent on and shall not be effective until the City Council's consideration and approval and the attendant authorization of the City Manager to execute the same (collectively, "City Council Approval").
2. **Land Subject to Agreement.** The land that is subject to this Agreement is the Property, including the Tract 3 Property and the Tract 4 Property. Tract 3 Owner represents and warrants that he is the sole owner of the Tract 3 Property. Tract 4 Owner represents and warrants that he is the sole owner of the Tract 4 Property.
3. **Annexation/Enforcement/Waiver and Release/Term.**
  - (a) It is specifically understood and agreed among the Parties that the Property is outside the City's corporate limits and that the City has not identified the Property in its annexation plan, if such a plan exists. However, it is understood and agreed that each Owner and/or the Developer, at his or its sole cost and expense, shall be required to provide, construct and/or install any and all required public improvements necessary to connect the Property to the existing City improvements and to serve the Property. Each Owner acknowledges and agrees that this Agreement constitutes an agreement to petition for annexation of the Property with the consent of the owner thereof in accordance with Subchapter C-3, Chapter 43 of the Texas Local Government Code. Each Owner acknowledges and agrees that the Property is eligible for annexation under Subchapter C-3, Chapter 43 of the Texas Local Government Code.
  - (b) Within ten (10) calendar days of the Effective Date of this Agreement, each Owner shall submit the Annexation Application, requesting the City Council to voluntarily annex the Property. Upon the request of the City, each Owner shall promptly

execute all other applications and documentation required by Texas law to petition for annexation as required by Texas law. Owners and Developer represent and warrant that there are no other parties in possession of any portion of the Property and that there will be no other parties in possession of any portion of the Property at the time the Annexation Application is submitted to the City. City Staff shall diligently process the Annexation Application in accordance with the Regulations and applicable state law, and each Owner and Developer hereby acknowledges and agrees that City makes no warranties and/or guarantees with regard to the outcome of the Annexation Application. Owners shall bear all of the costs associated with the Annexation Application.

- (c) Owners and Developer acknowledge and agree that this Agreement meets the requirement set forth in Section 43.016 of the Texas Local Government Code, if applicable, and that no further action shall be required of the City to any of the Owners or the Developer under Section 43.016 of the Texas Local Government Code, if applicable.
- (d) **UNLESS OTHERWISE EXPRESSLY STATED HEREIN, DEVELOPER AND OWNERS HEREBY WAIVE, RELEASE, DISCHARGE, RELINQUISH AND HOLD HARMLESS THE CITY OF AND FROM ANY AND ALL RIGHTS DEVELOPER AND/OR OWNERS MAY HAVE UNDER SECTIONS 43.056, 43.062, 43.065, 43.141 OR ANY OTHER PROVISION OF CHAPTER 43 OF THE TEXAS LOCAL GOVERNMENT CODE AS WELL AS ANY RIGHTS DEVELOPER AND/OR OWNERS MAY HAVE TO FILE A PETITION FOR DISANNEXATION OR ANY OTHER ACTION RESULTING FROM THE CITY'S FAILURE TO PROVIDE: (I) ANY ADDITIONAL INDIVIDUAL NOTICE TO DEVELOPER OR OWNERS REGARDING THE ANNEXATION AS CONTEMPLATED IN THIS AGREEMENT; AND/OR (II) ANY PORTION OF THE PROPERTY WITH THE IMPROVEMENTS OR MUNICIPAL SERVICES. THIS SECTION 3(D) SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.**
- (f) In consideration of the City Council's consideration and possible approval of the Annexation Ordinance, Owners and Developer, in accordance with the provisions of Section 212.172 of the Texas Local Government Code, hereby acknowledge and agree that unless and until the Annexation Ordinance and Zoning Ordinance Amendment are approved and become effective in accordance with the City Charter and applicable law, the Property shall be used and developed in accordance with the Regulations, including but not limited to the Subdivision Ordinance, the Zoning Ordinance and all building and fire codes. During such time period, the City shall be entitled to enforce the Regulations in the same manner as if the Property was located wholly within the corporate limits of the City. Each Owner and Developer agrees that no Owner or Developer shall construct or permit the construction of any buildings on the Property until the part or parcel of the Property has been properly subdivided, annexed into and permanently zoned by the City. Each Owner and Developer agrees that they will not request final approval of any type of plat or other development document for any part or parcel of the Property with the County, the City or otherwise until such part or parcel of the Property has been properly

annexed into the City. Each Owner and Developer agrees to obtain permits and inspections from the City and pay all related fees to the City.

- (g) Should the City Council fail or refuse to approve the Annexation Ordinance as contemplated in this Agreement or in the event the Property is not otherwise annexed earlier, whether voluntarily or involuntarily, the City, Owners and Developer acknowledge and agree that this Agreement shall continue in full force and effect for forty-five (45) years from the Effective Date of this Agreement ("45-year term") with regard to the Property. If the Annexation Ordinance is not approved, but the Property is annexed, whether voluntarily or involuntarily, prior to the expiration of the 45-year term, the parties acknowledge and agree that the City may initiate an amendment to the Zoning Ordinance to include the Property within the Zoning Ordinance, and Developer shall not protest or otherwise challenge said initiation and consideration of the amendment to the Zoning Ordinance
- 4. **Zoning.** Provided the City Council adopts the Annexation Ordinance, Owners and Developer, if necessary, shall, within ten (10) calendar days of the City Council's adoption of the Annexation Ordinance, submit the Zoning Application, requesting the City Council to amend the Zoning Ordinance for the sole purpose of including the Property in the Zoning Ordinance. City Staff shall diligently process the Zoning Application through the Planning and Zoning Commission and City Council in accordance with the Regulations and applicable state law, as amended. Owners and Developer, if applicable, shall bear all of the costs incurred in connection with the Zoning Application, and Developer and Owners, if applicable, hereby acknowledge and agree that the City makes no warranties or guarantees with regard to the outcome of the Zoning Application.
- 5. **Permits.**
  - (a) Except as expressly provided in this Section 5, Developer and Owners, if applicable, acknowledge and agree that before any building, development or any other permit will be issued by the City for the development of the Property, Developer and Owners, if applicable, must obtain the City Council's approval and adoption of the Zoning Ordinance Amendment, unless the City expressly waives such requirement in writing.
  - (b) Should the City Council fail or refuse to approve the Annexation Ordinance or the Zoning Ordinance Amendment, the Developer and Owners acknowledge and agree that the City may, in its sole discretion, (i) allow the Property to be developed provided that any such development includes the Property as a whole and that Developer and Owner, as applicable, comply with this Agreement and the Regulations; or (ii) terminate this Agreement and/or disannex the Property, if the Annexation Ordinance was adopted by the City Council.
  - (c) **DEVELOPER AND OWNERS WAIVE, RELEASE, RELINQUISH, DISCHARGE AND HOLD HARMLESS THE CITY OF AND FROM ANY ACTIONS THE CITY ELECTS TO TAKE UNDER THIS SECTION, INCLUDING BUT NOT LIMITED TO, ANY CLAIMS, DEMANDS OR CAUSES**

OF ACTION FOR RECOVERY OF REAL PROPERTY TAXES PAID BY DEVELOPER OR OWNERS PRIOR TO DISANNEXATION, DOWNZONING, CONDEMNATION, ILLEGAL EXACTION OR INVERSE CONDEMNATION. THIS SECTION SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.

6. **Closing/Failure to Close on the Property.** Should the Owners and Developer fail to consummate the sale of the Property by Closing the same, Developer and Owners acknowledge and agree that the City may, in its sole discretion take any and all actions set forth in Section 5(b) above. **DEVELOPER AND OWNERS WAIVE, RELEASE, RELINQUISH, DISCHARGE AND HOLD HARMLESS THE CITY OF AND FROM ANY ACTIONS IT ELECTS TO TAKE UNDER SECTION 5(B) ABOVE, INCLUDING BUT NOT LIMITED TO, ANY CLAIMS, DEMANDS OR CAUSES OF ACTION FOR RECOVERY OF REAL PROPERTY TAXES PAID BY DEVELOPER OR OWNERS PRIOR TO DISANNEXATION, DOWNZONING, CONDEMNATION, ILLEGAL EXACTION OR INVERSE CONDEMNATION. THIS SECTION SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.**
7. **Default/Waiver and Release.**
  - (a) If Developer and/or Owners fail(s) to comply with any of the provisions of this Agreement, the City shall have the following remedies, in addition to City's other rights and remedies, to:
    - (i) refuse to issue building permits for the Property, or any portion thereof, and/or the Development; and/or
    - (ii) refuse to approve any engineering plans for the Property, or any portion thereof, and/or the Development; and/or
    - (iii) file this instrument in the Real Property Records and Dallas County, Texas as a lien and/or encumbrance on the Property; and/or
    - (iv) in its sole discretion, initiate a zoning change on all, or any portion of the Property. **IN THIS CONNECTION, DEVELOPER AND EACH OWNER WAIVES, RELEASES, RELINQUISHES, DISCHARGES AND HOLDS HARMLESS THE CITY OF AND FROM ANY ACTION TAKEN BY CITY TO REZONE ALL, OR ANY PORTION OF THE PROPERTY, INCLUDING BUT NOT LIMITED TO, ANY ACTION RELATED TO DOWNZONING, TAKINGS, ILLEGAL EXACTION OR INVERSE CONDEMNATION. THIS SECTION SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT; and/or**
    - (v) disannex the Property. **IN THIS CONNECTION, EACH DEVELOPER AND OWNER WAIVES, RELEASES, RELINQUISHES, DISCHARGES AND HOLDS HARMLESS THE CITY OF AND FROM ANY ACTION TAKEN BY IT TO DISANNEX THE PROPERTY, INCLUDING BUT NOT LIMITED TO, ANY ACTION RELATED TO THE RECOVERY OF REAL PROPERTY TAXES PAID BY OWNER OR DEVELOPER, TAKINGS, ILLEGAL EXACTION OR INVERSE CONDEMNATION. THIS SECTION SHALL SURVIVE THE TERMINATION OF**

**THIS AGREEMENT; and/or**

- (vi) seeks specific performance of this Agreement.
- (b) In the event City fails to comply with the terms and conditions of this Agreement, Developer or Owners may seek specific performance of this Agreement as his/its/their sole and exclusive remedy.

**8. Covenant Running with the Land; Expiration.**

- (a) This Agreement shall be a covenant running with the land and Property and shall be binding on Developer and Owners and their respective successors and assigns. In addition, the Parties shall cause this Agreement to be filed in the Real Property Records of Dallas County, Texas. Notwithstanding the foregoing, the obligations herein that burden the Property shall be released automatically provided that the following occurs: (i) the Annexation Ordinance is approved by the City Council as contemplated in this Agreement; and (ii) the Zoning Ordinance Amendment is approved by the City Council as contemplated in this Agreement; provided, however, that should the Annexation Ordinance not be approved by the City Council as contemplated in this Agreement, this Agreement shall not be released as to the Property, unless otherwise expressly agreed upon in writing by the City, Developer and the Owners, if applicable
- (b) Even if the Annexation Ordinance and Zoning Ordinance Amendment are not approved by the City Council as contemplated in this Agreement, and the City Council expressly allows the development of the Property to commence in accordance with the Zoning Ordinance and the Regulations, as evidenced by the platting of the Property as a whole and the approval of the engineering and construction plans and permit to commence construction of the development of the Property, the obligations herein that burden the Property shall be released automatically as to each lot therein which is conveyed subsequent to the: (i) engineering inspection fees and any other applicable development or impact fees as set forth in any of the Regulations being tendered to the City; (ii) completed as-built plans related to the Property being tendered to the City; (iii) final acceptance of the public improvements construction within the Property by the City; and (iv) final plat for the Property being reviewed, approved and executed by City and filed in the Real Property Records of Dallas County, Texas. Any third party, including any title company, grantee or lien holder, shall be entitled to rely on the immediately preceding sentence to establish whether such termination has occurred with respect to any applicable tract or lot.

- 9. Representations of Developer.** Developer and each Owner represents and warrants to the City that as of the Effective Date of this Agreement, each Owner: (i) is fully authorized to sell the Property, without joinder of any other person or entity; and (ii) has good and indefeasible fee simple title to the Property, free of any liens, security interests, exceptions, conditions, mineral reservations or leases or encumbrances, that could in any way

extinguish the City's priority lien on the Property.

10. **Limitations of Agreement.** The Parties hereto acknowledge that this Agreement is limited to the matters expressly set forth herein. The Regulations covering property taxes, utility rates, permit fees, inspection fees, development fees, impact 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 Developer and/or Developer to City under any of the Regulations.
11. **Vested Rights/Chapter 245 Waiver.** This Agreement shall confer no vested rights in, upon and/or to 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, and nothing in this Agreement provides the City with fair notice of any project of the Developer and/or Owners. **EACH DEVELOPER AND OWNER WAIVES, RELINQUISHES, RELEASES, DISCHARGES AND HOLDS HARMLESS THE CITY WITH REGARD TO ANY STATUTORY CLAIM UNDER CHAPTER 245 OF THE TEXAS LOCAL GOVERNMENT CODE UNDER THIS AGREEMENT. EACH DEVELOPER AND OWNER FURTHER EXPRESSLY WAIVES, RELINQUISHES, RELEASES, DISCHARGES AND HOLDS HARMLESS THE CITY WITH REGARD TO ANY RIGHT TO CLAIM THIS AGREEMENT IS A PERMIT UNDER SECTION 212.172 OF THE TEXAS LOCAL GOVERNMENT CODE. THIS SECTION SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.**
12. **Condemnation Procedures/Rights Waiver.** AS ADDITIONAL CONSIDERATION FOR THE BENEFITS DEVELOPER AND EACH OWNER IS RECEIVING UNDER THIS AGREEMENT, DEVELOPER AND EACH OWNER HEREBY RELEASES CITY FROM AND AGAINST, AND WAIVES, ANY ALL RIGHTS TO OR CLAIM FOR ANY RELIEF UNDER CHAPTER 2206 OF THE TEXAS GOVERNMENT CODE, AS AMENDED, AND/OR CHAPTER 21 OF THE TEXAS PROPERTY CODE, AS AMENDED, ARISING OUT OF ANY ACTS OR OMISSIONS UNDER THIS AGREEMENT.
13. **Miscellaneous Provisions.**
  - a. **Incorporation of Recitals.** The representations, covenants and recitations set forth in the foregoing recitals of this Agreement are true and correct and are hereby incorporated into the body of this Agreement as if set forth verbatim and adopted as findings of City and the authorized representative of each Owner and Developer.
  - b. **Binding Agreement; Assignment.** The terms and conditions of this Agreement are binding upon the Parties hereto. This Agreement may not be assigned by any Owner and/or Developer, in whole or in part, unless the following conditions are satisfied, without which such assignment shall be null and void and of no force and effect:
    - (i) the assignment of the Agreement must be evidenced by a recordable document ("Assignment"), the form of which must be approved in writing by City;

- (ii) the Assignment must expressly contain, among any other reasonable requirements and/or conditions of City, an acknowledgment and agreement that all obligations, covenants and/or conditions contained in the Agreement will be assumed solely and completely by the assignee, or any portion thereof, contemplated herein, and the contact name, address, phone number, fax number and electronic mail address of the assignee;
- (iii) the assigning Developer or Owners, as applicable, will file any approved, executed Assignment in the Real Property Records of Dallas County, Texas; and
- (iv) the assigning Developer or Owners, as applicable, shall provide City with a file-marked copy of the Assignment within ten (10) calendar days of filing the same.

Upon any such assignment as provided above, the assignor shall be released from any further liability hereunder provided the Assignment includes a provision expressly stating that the assignee is accepting and obligating itself for any and all prior duties, obligations, covenants and/or defaults of the assignor.

- c. **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 electronic mail, with documentation evidencing the addressee's receipt thereof, 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 City, addressed to it at:

City of Wylie  
Attn: City Manager  
300 Country Club Road  
Wylie, Texas 75098  
Telephone: (972) 516-6000  
[REDACTED]

With a copy to:

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

If to Tract 3 Owner, addressed to him at:

Perry W. Kinnard and Lynda A. Kinnard  
2701 Sachse Road  
Wylie, Texas 75098

If to Tract 4 Owner, addressed to him at:

Michael T. Fasang  
2601 Sachse Road  
Wylie, Texas 75098

If to Developer, addressed to it at:

WYLIE DVP LIMITED PARTNERSHIP  
ATTN: Ron N. Haynes, Jr.  
6206 Lupton Drive  
Dallas, Texas 75225  
Telephone: (214) 673-0575  
Email: [REDACTED]

- d. **Attorney's Fees.** In any legal proceeding brought to enforce any term of this Agreement, the prevailing party may recover its reasonable and necessary attorneys' fees and expenses from the non-prevailing party/parties as permitted by Section 271.153 of the Texas Local Government Code, as applicable.
- e. **Warranties/Representations.** All warranties, representations and covenants made by a Party to any other Party in this Agreement, or in any certificate or other instrument delivered by a Party to any other Party under this Agreement, shall be considered to have been relied upon by the receiving Party.
- f. **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.
- g. **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 Dallas County, Texas, and the exclusive venue for any action arising out of this Agreement shall be a court of appropriate jurisdiction in Dallas County, Texas.
- h. **Consideration.** This Agreement is executed by the Parties hereto without coercion or duress and for substantial consideration, the sufficiency of which is forever confessed.
- i. **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 signature will also be deemed to constitute an original if properly

executed and delivered to the other Parties.

- J. **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.
- k. **Savings/Severability.** 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 provisions hereof, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.
- l. **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.
- m. **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.
- n. **Waiver.** Waiver by any Party of any breach of this Agreement, or the failure of any 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.
- o. **Immunity.** It is expressly understood and agreed that, in the execution of this Agreement, City has not waived, nor shall be deemed hereby to have waived, any immunity, governmental, sovereign and/or official, or defense 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.
- p. **Reference to Developer.** When referring to "Developer" herein, this Agreement shall refer to and be binding upon each Developer, and their respective officers, directors, partners, employees, representatives, agents, mortgagees, successors, assignees (as authorized herein), vendors, grantees, trustees, heirs, legatees, legal representatives and/or any other third parties for whom Developer is legally responsible and/or who may acquire an interest in the Property, provided Section 13(b) is satisfied, if applicable.

- q. **Reference to Owner.** When referring to “Owner” herein, this Agreement shall refer to and be binding upon Owner, and its officers, directors, partners, employees, representatives, agents, mortgagees, successors, assignees (as authorized herein), vendors, grantees, trustees, heirs, legatees, legal representatives and/or any other third parties for whom Owner is legally responsible and/or who may acquire an interest in the Property, provided Section 13(b) is satisfied, if applicable.
- r. **Reference to City.** When referring to “City” herein, this Agreement shall refer to and be binding upon City, its Council Members, officers, agents, representatives, employees and/or any other authorized third parties for whom City is legally responsible.
- s. **Survival of Covenants.** 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 of this Agreement shall survive termination.
- t. **Miscellaneous Drafting Provisions.** This Agreement shall be deemed drafted equally by the 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:**

**CITY OF WYLIE, TEXAS**

a home-rule municipality

By: \_\_\_\_\_

Brent Parker, City Manager

Date: \_\_\_\_\_

STATE OF TEXAS           §

§

COUNTY OF COLLIN       §

This instrument was acknowledged before me on the \_\_\_\_ day of \_\_\_\_\_, 2025,  
by \_\_\_\_\_, City Manager of the City of Wylie, Texas.

\_\_\_\_\_  
Notary Public, State of Texas

**DEVELOPER:**

**WYLIE DVP LIMITED PARTNERSHIP**

a Texas Limited Partnership

By: \_\_\_\_\_ Ron N. Haynes, Jr. \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_ President \_\_\_\_\_

Date: \_\_\_\_\_

STATE OF TEXAS           §

§

COUNTY OF DALLAS       §

          This instrument was acknowledged before me on the \_\_\_\_ day of \_\_\_\_\_, 2025.  
by \_\_\_\_\_, Wylie DVP Limited Partnership.

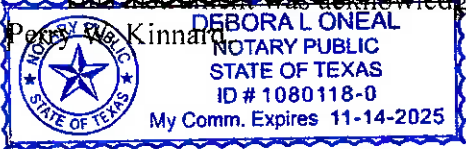
\_\_\_\_\_  
Notary Public, State of Texas

**TRACT 3 OWNER:**

**PERRY W. KINNARD AND LYNDA A. KINNARD**

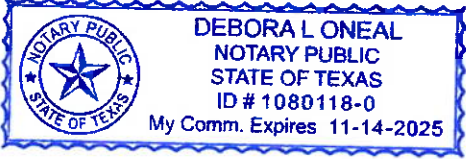
By: Perry W. Kinnard  
Perry W. Kinnard, Tract 3 Owner  
Date: 7/18/2025

STATE OF TEXAS       §  
                                  §  
COUNTY OF DALLAS   §

This instrument was acknowledged before me on the 18<sup>th</sup> day of July, 2025.  
by Perry W. Kinnard  
  
Debora L. O'Neal  
Notary Public, State of Texas

By: Lynda A. Kinnard  
Lynda A. Kinnard, Tract 3 Owner  
Date: 7-18-2025

STATE OF TEXAS       §  
                                  §  
COUNTY OF DALLAS   §

This instrument was acknowledged before me on the 18<sup>th</sup> day of July, 2025.  
by Lynda A. Kinnard  
  
Debora L. O'Neal  
Notary Public, State of Texas

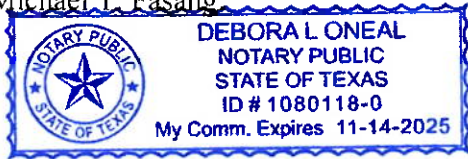
TRACT 4 OWNER:

MICHAEL T. FASANG

By: *Michael T. Fasang*  
Michael T. Fasang, Tract 4 Owner  
Date: 7/22/25

STATE OF TEXAS           §  
                                     §  
COUNTY OF DALLAS     §

This instrument was acknowledged before me on the 22<sup>nd</sup> day of July, 2025.  
by Michael T. Fasang.



*Debora L. O'Neal*  
Notary Public, State of Texas

**EXHIBIT "A"**  
**LEGAL DESCRIPTION**  
**ANEX TRACT THREE**  
**2.144 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 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 80.95 feet to a 1/2 inch iron rod with a yellow plastic cap stamped "JVC" set in the common southwest line 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 northeast line of said Perry W. Kinnard and Linda A. Kinnard tract;

**THENCE** Southeasterly, with said common line, the following three (3) courses and distances:

South 15 degrees 33 minutes 26 seconds East, a distance of 105.29 feet to a 1/2 inch iron rod with a yellow plastic cap stamped "JVC" set for corner;

North 72 degrees 03 minutes 46 seconds East, a distance of 190.25 feet to a 1/2 inch iron rod with a yellow plastic cap stamped "JVC" set for corner;

South 37 degrees 36 minutes 48 seconds East, a distance of 91.28 feet to a 1/2 inch iron rod with a yellow plastic cap stamped "JVC" set 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;

**THENCE** South 44 degrees 31 minutes 43 seconds West, with said northwest line, a distance of 433.43 feet to the **POINT OF BEGINNING** and containing 2.144 acres of land, more or less.

**EXHBIT "B"**  
**LEGAL DESCRIPTION**  
**ANNEX TRACT FOUR**  
**1.880 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 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 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 216.55 feet to a 1/2 inch iron rod with a yellow plastic cap stamped "JVC" set for the common eastern most corner 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 southern most corner of said Michael T. Fasang tract;

**THENCE** Northwesterly, with the common northeast line of said Perry W. Kinnard and Linda A. Kinnard tract and southwest line of said Michael T. Fasang tract, the following three (3) courses and distances:

North 37 degrees 36 minutes 48 seconds West, a distance of 91.28 feet to a 1/2 inch iron rod with a yellow plastic cap stamped "JVC" set for corner;

South 72 degrees 03 minutes 46 seconds West, a distance of 190.25 feet to a 1/2 inch iron rod with a yellow plastic cap stamped "JVC" set for corner;

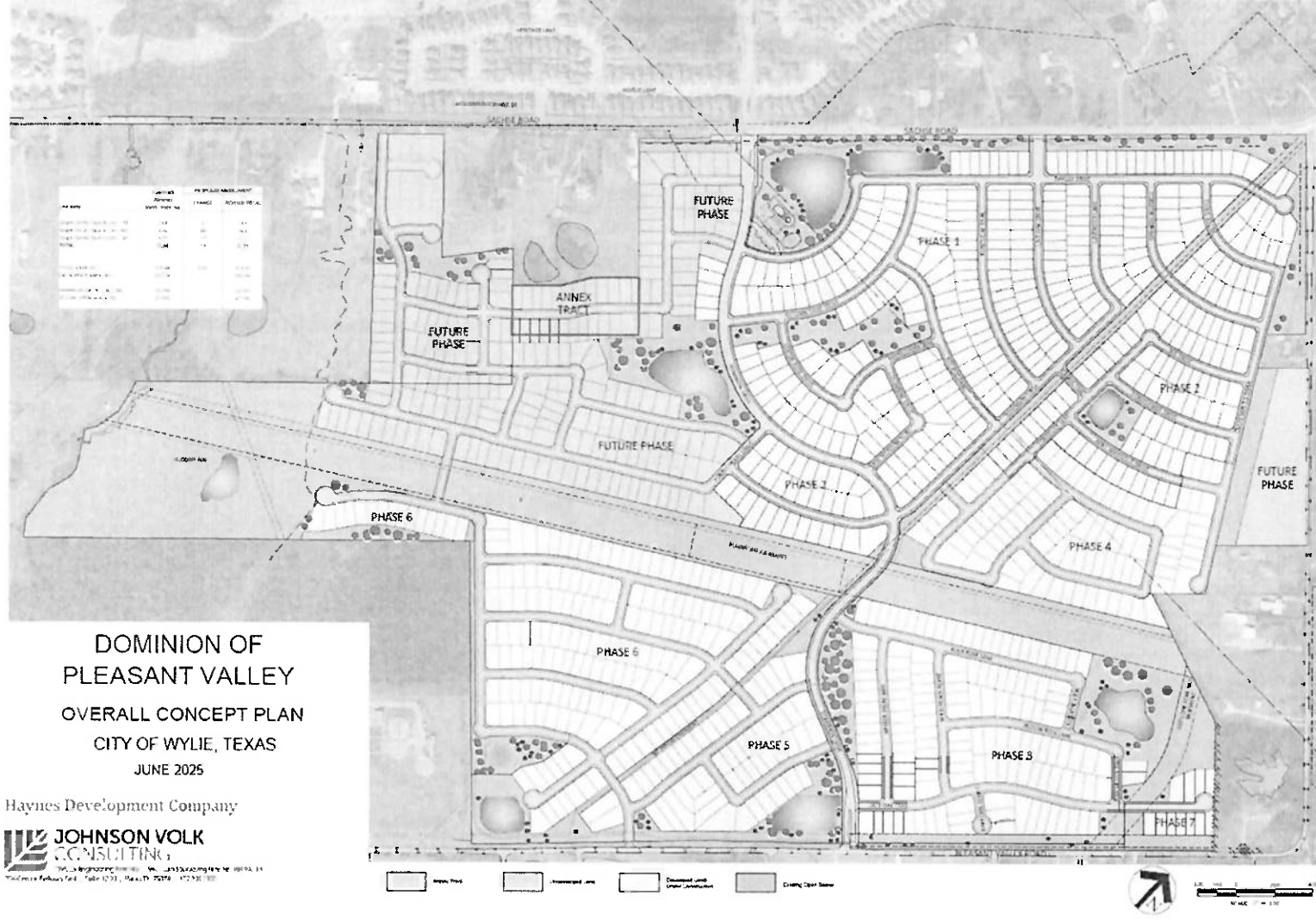
North 15 degrees 33 minutes 26 seconds West, a distance of 105.29 feet to a 1/2 inch iron rod with a yellow plastic cap stamped "JVC" set for corner;

**THENCE** North 30 degrees 29 minutes 42 seconds East, leaving said common line, a distance of 84.00 feet to a 1/2 inch iron rod with a yellow plastic cap stamped "JVC" set for corner;

**THENCE** North 44 degrees 31 minutes 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 the **POINT OF BEGINNING** and containing 1.880 acres of land, more or less.

# Exhibit "C" Development Agreement Concept



## **Exhibit “D”**

### **Planned Development Standards**

#### **Community Framework**

Dominion of Pleasant Valley will be a multi-generational community where an emphasis on the pedestrian experience is balanced with the conveniences of a suburban lifestyle.

A variety of housing types will be provided to meet the needs of a complete life cycle. This will allow residents to move within the community as change occur in their lives.

In the Dominion of Pleasant Valley community, public and private spaces are given equal importance. Open spaces and common areas are interspersed throughout the community. Also, where possible, the natural features of the property are emphasized to provide for a balanced within the community.

#### **Permitted Uses:**

Uses shall be allowed in accordance with the “SF 10/24” column of the Use Charts established in the September, 2019 Wylie Zoning Ordinance with the following exception. A day care facility shall be allowed by right, subject to a specific use permit only.

#### **General Standards**

1. The design and development of the Dominion of Pleasant Valley community shall take place in general accordance with the attached Concept Plan (Exhibit C).
2. The maximum number of lots/homes shall be 1,123.
3. Lot Mix:
  - A. A maximum of 510 lots shall be the “Type C” lots (minimum lot width of 50’)
  - B. A maximum of 464 lots shall be the “Type B” lots (minimum lot width of 60’)
  - C. The remainder 149 lots shall be Type “A” lots (minimum lot width of 70’)
  - D. As part of each final plat submittal, a table shall be provided which indicates the number of each Type of lot within the Dominion of Pleasant Valley community.
4. A minimum of 22% of the land within the Dominion of Pleasant Valley community shall be used as open space.

The open space shall be owned by the City and maintained by the Homeowners Association with the exception of the swimming pool area at the amenity center. A warranty deed with a legal description of each parcel of open space shall be provided to the City at the time of the ownership transferring from the Developer to the City. The swimming pool area shall be owned and maintained by the Homeowners Association. With the exception of the swimming pool area, all other open spaces within the community shall be accessible to the public.

One element of the open space shall be a community amenity center. The amenity center shall generally be located as shown on the Open Space Plan. The amenity center shall be constructed with the first phase of the community and shall be completed prior to the issuance of a Certificate of Occupancy for any residential dwelling. Components of the amenity center shall include, at a minimum, a junior Olympic swimming pool, splash pool, bathrooms, BBQ grills, picnic tables, shade structures, playground equipment, and an off-street parking lot.

Amenities to be provided in other open spaces identified on the Open Space Plan shall include, at a minimum, 2 gazebos with BBQ grills and picnic tables, and 2 sets of playground equipment.

The open space, including the community's amenity center, provided within the Dominion of Pleasant Valley community, as generally show on the Concept Plan shall be recognized as meeting all of the City of Wylie's acreage and or parkland dedication fee requirements for public and/or private open space for the Dominion of Pleasant Valley community.

The Developer shall coordinate with the City on the selection of type, style, location, size etc. of all open space improvements including but not limited to: plants, trees, turf, mulch, irrigation, benches, tables, pavilions, gazebos, grills, playgrounds, etc. The Developer shall adhere to established Park Division equipment standards and all Open Space and Trails Master Plan recommendations.

All open spaces shall be sodded, rolled, and irrigated per the City's accepted practices.

All trees within the open spaces shall have tree wells and bubbler irrigation.

Water meters shall be furnished by the City, while backflow devices shall be furnished by the Developer.

Monthly water and electrical charges for open space maintenance shall be paid for by the Homeowners Association

A "cost of improvements" shall be provided by the Developer to the City when the open space ownership transfers from the Developer to the City.

5. Dwellings may encroach into the required rear yard by no more than 5'. Dwellings shall not encroach into the required front yard.

## **Residential Standards**

### **Type A Lots**

Type A lots shall be developed in accordance with the September, 2019 City of Wylie Zoning Ordinance, except as indicated below.

### **Dimensional Standards**

1. Minimum lot area: 8,400 square feet.
2. Minimum lot width: 70'. On cul-de-sacs and/or elbows, the minimum lot width shall be 60'. The minimum street frontage for all lots at the front property line shall be 30'.
3. Minimum lot depth: 120'. On cul-de-sacs and/or elbows, the minimum lot width shall be 100'.
4. Minimum front yard: 25'. An unenclosed porch may encroach into the front setback by a maximum of 10'.
5. Minimum side yard: 5'. The minimum side yard on a corner lot adjacent to a street shall be 15'. If a garage is accessed from a side street, the minimum setback for the face of the garage shall be 25'.
6. Minimum rear yard: 20' for the primary structure. Accessory structures shall have a minimum rear yard of 3'.

7. Minimum dwelling area: No more than 50% between 2,500 and 3,000 sq. ft. and 50% must be greater than 3,000 sq. ft.
8. Maximum lot coverage: 45%
9. Maximum height: 2 1/2 stories or 40' for the main building.
10. A minimum of 2 off-street parking spaces shall be provided on each single-family lot.

## **Type B Lots**

Type B lots shall be developed in accordance with the September, 2019 City of Wylie Zoning Ordinance, except as indicated below.

### Dimensional Standards

1. Minimum lot area: 7,200 square feet.
2. Minimum lot width: 60'. On cul-de-sacs and/or elbows, the minimum lot width shall be 50'. The minimum street frontage for all lots at the front property line shall be 30'.
3. Minimum lot depth: 120'. On cul-de-sacs and/or elbows, the minimum lot depth shall be 100'.
4. Minimum front yard: 20'. An unenclosed porch may encroach into the front setback by a maximum of 10'.
5. Minimum side yard: 5'. The minimum side yard on a corner lot adjacent to a street shall be 15'. If a garage is accessed from a side street, the minimum setback for the face of the garage shall be 20'.
6. Minimum rear yard: 25' for the primary structure. Accessory structures shall have a minimum rear yard of 3'.
7. Minimum dwelling area: No more than 50% between 2,250 and 2,750 sq. ft. and 50% must be greater than 2,750 sq. ft.
8. Maximum lot coverage: 45%
9. Maximum height: 2 1/2 stories or 40' for the main building.
10. A minimum of 2 off-street parking spaces shall be provided on each single-family lot.

## **Type C Lots**

Type C lots shall be developed in accordance with the City of Wylie's Zoning Ordinance as it exists or may be amended, except as indicated below.

### Dimensional Standards

1. Minimum lot area: 6,000 square feet.
2. Minimum lot width: 50'. On cul-de-sacs and/or elbows, the minimum lot width shall be 40'. The minimum street frontage for all lots at the front property line shall be 30'.
3. Minimum lot depth: 120'. On cul-de-sacs and/or elbows, the minimum lot depth shall be 100'.
4. Minimum front yard: 20'. An unenclosed porch may encroach into the front setback by a maximum of 10'.
5. Minimum side yard 5'. The minimum side yard on a corner lot adjacent to a street shall be 15'. If a garage is accessed from a side street, the minimum setback for the face of the garage shall be 20'.
6. Minimum rear yard: 25' for the primary structure. Accessory structures shall have a minimum rear yard of 3'.

7. Minimum dwelling area: No more than 50% of the dwelling shall be between 2,000 sq. ft. and 2,400 sq. ft. The remaining 50% of the dwelling shall be greater than 2,400 sq. ft.
8. Maximum lot coverage: 50%.
9. Maximum height: 2 1/2 stories or 40' for the main building.
10. A minimum of 2 off-street parking spaces shall be provided on each single-family lot.

### **Residential Architectural Standards**

1. Plate heights in houses shall be no less than 9' for the first floor and 8' for the second or higher floor.
2. The front façade of each house shall contain architectural detailing to include at least two of the following:
  - A. A front porch, as defined in No. 7 below.
  - B. Decorative gable feature. Such a feature may be delineated with complimentary building materials or differing laid pattern, or combination thereof.
  - C. Decorative door, window, and/or opening lintels. Such a feature shall be delineated with complementary building materials.
  - D. Complimentary building material wainscoting.
  - E. Attic windows or dormers.
  - F. Window shutters. The shutters shall be sized to match the window sash.

Examples of the above are shown on attachment 1.

3. A "sense of arrival" shall be created at a house's primary entrance. This can be done with but not limited to any two or number of the following:
  - A. A front porch
  - B. Oversized openings for a recessed front door.
  - C. Complimentary building materials to accent the entryway.
  - D. Decorative front door.
  - E. Enhanced primary walkway paving using earth-tone colored concrete (stain mixed in, not applied after), stamped pattern concrete, or brick pave stone.

Examples of the above are shown on Attachment 2.

4. Architectural repetition: 7 lots skipped before repeating same floor plan and elevation.
5. A minimum of 25% of the home's street façade shall be offset from the remainder of the facade by at least 2'.
6. All of the homes shall have at least one front elevation option which includes a front porch incorporated into the home's front elevation.
7. Front porches: A front porch shall have a minimum depth of 6' and a minimum width of 10' (60 square feet minimum). Front porches shall have railing and columns. The railings and columns shall be architecturally compatible with the house's front façade.
8. A hip roof which faces the street and which comprises greater than 35% of the total width of a house's façade material shall be broken up with dormer or other architecturally compatible appurtenances.
9. Lighted house number wall plaques shall be provided on the front of all homes.

10. Exterior façade material: The homes shall be constructed of 100% masonry. Masonry shall include brick, stone, masonry, stucco, and hardy plank. In no instance however shall hardy plank comprise more than 20% of any individual façade of the home.
11. Chimneys shall be enclosed with masonry matching the exterior walls. Chimneys shall not be clad in hardy plank unless it can be shown that such material is needed from as structural perspective (chimney extending through a roof) or from an architectural perspective.
12. All trim, siding, ceiling, and garage doors on the front facades shall be painted two contrasting colors to achieve an architecturally enhanced appearance. An example is, trim to be painted one color and side surfaces and garage doors to be painted a second color.
13. Roof pitches shall have a minimum 8:12 for main gables and hips. Dormer roof and roofs over porches may have a lesser pitch.
14. Roofing materials shall be either, architectural grade overlap shingles, tile, or standing seam metal. Wood shingles shall be prohibited. Vents and other roof appurtenances shall be painted to match the roof's color.
15. All of the homes shall have at least one front elevation option which includes two single-car garage doors versus one two-car garage door.
16. Garage doors: Garage doors may face a public street. Garage doors facing the street shall comprise no more than 45% of the total width of a house's façade.
17. Garage doors shall be carriage style in appearance. This shall be accomplished with the following.
  - A. Garage door panels shall be wood clad or have the appearance of wood.
  - B. Decorative hardware shall be attached to the garage doors. Such hardware shall include handles and hinges in a complimentary color.

Examples of the above are shown on Attachment 3.

18. Carports are prohibited for homes with front entry or swing garages.
19. Fencing: Fencing located in the front of a house shall have a maximum height of 4' and shall have a minimum 50% of the fence face area transparent. Fencing along the side or rear property lines of a lot, including when a side or rear property line is adjacent to a street, shall have a maximum height of 8' and be constructed of wood with metal poles and the fence's rails facing to the inside of the lot. (Pressure treated wood as a fence material shall be prohibited).
20. Board on board fence construction with the fence's rails facing to the inside of the lot, shall be done on all corner lots where the fence is adjacent to a street, shall have a maximum height of 8' and be constructed of wood with metal poles and the fence's rails facing to the inside of the lot. (Pressure treated wood as a fence material shall be prohibited.)
21. Tubular steel or wrought-iron type fencing shall be required on all single-family lots adjacent to open spaces, greenbelts, and parks referenced on the Open Space Plan (Exhibit D).
22. Landscaping: Sodded front yards with a minimum two 3" caliper trees and five shrubs shall be provided for each home. Enhanced landscaping along the home's primary walkway shall also be provided. When automated, subsurface irrigation systems are provided, rain sensors shall be installed and operational.
23. Outdoor lighting. Entrances to homes and garages shall be illuminated.
24. Conservation/Sustainability: All homes shall comply with the Energy component of the Wylie Building Code.

## **COMMUNITY DESIGN STANDARDS**

1. Public open space easements: 30' wide buffer with a minimum 8' wide trail to the rear of houses beside the open spaces and perpendicular from a street.
2. Perimeter screen along Sachse Road and Pleasant Valley Road shall be provided as generally shown on Exhibit E (Conceptual Perimeter Treatment). More specifically, a minimum 6' tall board-on-board cedar fence shall be provided to screen the adjacent homes from the roadways. The fencing shall have metal poles and masonry columns spaced every 50'. The fence's rails shall face the inside of the lot. Additionally, the fencing shall be stained to a uniform, neutral brown color and be maintained by the Homeowner's Association. In conjunction with the fencing, shrub plantings shall be provided.
3. Perimeter buffer, trails and landscape: A minimum 40' buffer shall be provided along Sachse Road and Pleasant Valley Road. A mixture of large/shade and small ornamental trees shall be provided within the 40' buffer. The trees shall be planted in natural groupings versus being evenly spaced. A minimum of 8' wide concrete trails shall meander through the buffer as generally depicted on Exhibit E (Conceptual Perimeter Treatment).
4. Furnishings along trails: Benches with backs shall be provided and spaced appropriately when adjacent to open space. Decorative paving and cross-walks at street connectors shall also be provided.
5. Curvilinear streets: A minimum of 25% of the streets within the community shall have a curve between 3 and 23 degrees.
6. Entry features and medians: Architectural features on stone screening walls or stone monuments shall be located within a landscaped median to the first cross street. Decorative paving shall be provided in the cross-walk.
7. Signage at community entries: Community identification shall be incorporated into the screening wall or monument located at the community entrances. The sign shall be illuminated by means other than street lights.
8. Sidewalk locations: 5' sidewalks shall be provided on both sides of a street.
9. Mailboxes: Mailboxes shall be paired at the common property line of two lots. They shall be a uniform style, selected by the developer, and shall be stylistically consistent throughout the Dominion of Pleasant Valley community. A number plaque shall be provided on the mailbox.
10. Sidewalk lighting: Upgraded decorative street pole lighting shall be provided throughout the community. The poles shall have solar controls and be spaced every 250' – 350' and at intersection at mid-block.
11. Alleys: Alleys shall not be required.
12. Community buffer yards, entryway treatments, and landscaping shall be designed, developed, and maintained in accordance with the standards established in the Wylie Zoning Ordinance unless otherwise identified in these requirements.
13. A Landscape Plan shall be provided in conjunction with the preliminary plat. Such a plan shall comprehensively address edge treatments such as perimeter screening and landscaping and primary and secondary community entrances.
14. Community Streets: Streets within the Dominion of Pleasant Valley community shall dedicate right-of-way and be built to the paving widths and thicknesses as identified on Exhibit F (Paving and Right-of-Way Dimensions).

Roadway Impact Fees shall be paid for the Dominion of Pleasant Valley community's impact on Ballard Avenue and Pleasant Valley Road. No other financial obligations with respect to these roads shall be required.

## **TREE PRESERVATION**

Surveying and mitigation of protected trees shall be in accordance with the following

1. The developer shall submit an aerial exhibit of delineating wooded areas in remaining undeveloped land. The total acreage of wooded areas shall be shown on the exhibit.
2. Within existing wooded areas to be developed in future phases, a representative one-acre area shall be identified by City staff.
3. Protected trees within the one-acre area shall be surveyed in accordance with the City's tree preservation ordinance.
4. The number of trees, total caliper inches, and required mitigation within the one-acre area shall be calculated in accordance with the City's tree preservation ordinance.
5. The mitigation requirement for wooded areas within remaining phases shall be assessed based on the mitigation required for the one-acre area.

Perry W. Kinnard and Lynda A. Kinnard  
2701 Sachse Road  
Wylie, TX 75098

RE: 2701 Sachse Road – Annexation Application

To Whom It May Concern,

I, PERRY W. KINNARD (Name) and, Lynda A. Kinnard (Name), the owners of \_\_\_\_\_, hereby authorize Ronald N. Haynes, Jr. of Wylie DPV Limited Partnership to represent me and act on my behalf in matters related to property annexation for property located at 2701 Sachse Road, Wylie, Texas 75098.

Should you require further verification or have any questions, please feel free to contact me at 214-403-3869 (phone) or \_\_\_\_\_ (il)

Thank you for your attention to this matter.

Sincerely,

Name: Perry W. Kinnard

Title: \_\_\_\_\_

7/18/2025  
Date

Name: Lynda A. Kinnard

Title: \_\_\_\_\_

7-18-2025  
Date

Michael T. Fasang  
2601 Sachse Road  
Wylie, TX 75098

RE: 2601 Sachse Road - Annexation Application

To Whom It May Concern,

I, Michael Fasang (Name), the owner of 2601 Sachse<sup>RD</sup>, hereby authorize Ronald N. Haynes, Jr. of Wylie DPV Limited Partnership to represent me and act on my behalf in matters related to property annexation for property located at 2601 Sachse Road, Wylie, Texas 75098.

Should you require further verification or have any questions, please feel free to contact me at 214-289-5101 (phone) or [REDACTED] (il)

Thank you for your attention to this matter.

Sincerely,

Michael Fasang

Name: Michael Fasang

Title: \_\_\_\_\_

7/22/25

Date