

## CHAPTER 380 GRANT AGREEMENT

This CHAPTER 380 GRANT AGREEMENT (“Agreement”) is entered into by and between AGAPE RESOURCE & ASSISTANCE CENTER, INC., a Texas nonprofit 501 (c) 3 tax exempt corporation (“Company”), and the CITY OF WYLIE, TEXAS (“City”), a home-rule municipality. City and Company are each referred to herein as a “party” or collectively as the “parties.”

WHEREAS, the City Council of the City of Wylie, Texas (“City Council”) has found that it is in the best interest of the City and its citizens to encourage programs, including programs for making loans and grants of public money to promote local economic development and stimulate business and commercial activity in the City pursuant to Chapter 380 of the Texas Local Government Code, as amended (“Chapter 380”);

WHEREAS, the Company represents that it is a nonprofit corporation providing housing and transitional services to homeless single women, mothers and their children; and

WHEREAS, the Company proposes to: (i) be the sole owner of that certain parcel of land containing 2.4573± acres, situated in the City of Wylie, Collin County, Texas, as more particularly described in Exhibit A, attached hereto and incorporated herein for all purposes (the “Property”); and (ii) construct or cause to be constructed on the Property 38 multifamily residential units and a community center known as Jericho Village, consisting of nine residential buildings with 12 one-bedroom units, 21 two-bedroom units and five three-bedroom units, subject to final site plan approval by the City (collectively, the “Facilities”), as shown in the concept plan, attached hereto as Exhibit B and incorporated herein for all purposes (as may be modified from time to time with the City’s prior approval), and according to plans and specifications complying with this Agreement and applicable ordinances of the City and as approved by the City;

WHEREAS, the City Council seeks to encourage and maintain community diversity by ensuring housing choices to meet the needs of persons of different ages, incomes and/or social and economic backgrounds and different households and family structures; and

WHEREAS, the City Council finds that the Company meets the criteria for providing the Grant (hereinafter defined), pursuant to Chapter 380, based on, among other things, the Company: (a) constructing or causing to be constructed the Facilities on the Property in the City; and (b) is a nonprofit organization; and (c) creating employment opportunities for the citizens of the City;

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

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

WHEREAS, in consideration of the City's obligations hereunder, the Company desires to consent to complying with the City's standards for building products and materials and aesthetic methods, as referenced in Exhibit C, attached hereto and incorporated herein for all purposes (collectively, "Building Materials Standards"), in the construction, renovation, maintenance and alteration of all buildings currently existing and to be built in the future on the Property, regardless of whether the Property develops as Company desires or intends or not; and

WHEREAS, the City Council hereby designates the Property for its historical, cultural or architectural importance and significance pursuant to Section 3000.002(d) of the Texas Government Code; and

WHEREAS, the parties agree that they enter into this Agreement pursuant to Section 3000.002(d) of the Texas Government Code with the full understanding and intent that the City will have the right, but not the obligation, to enforce the Building Materials Standards on the Property as of the Effective Date of this Agreement (hereinafter defined); and

WHEREAS, the City Council finds that this Agreement substantially advances a legitimate interest of the City by promoting economic development, expanding the tax base of the City, generating new tax revenue for jurisdictions in Collin County, which will help stimulate the overall local economy.

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

1. Findings Incorporated. The findings set forth above are made a part of this Agreement as if set forth herein verbatim.
2. Chapter 380 Grant; Grant Term.
  - a. Subject to the terms of this Agreement and provided that the Company has complied and continues to comply with all of the Performance Requirements set forth in Section 3 below, the City will, pursuant to Chapter 380, provide to the Company an economic development grant (the "Grant") in the form of a reimbursement payable to the Company in an amount equal to the lesser of (i) \$200,000.00; or (ii) the total amount of the roadway water and wastewater impact fees, development inspection fees, parkland dedication and development fees, fire development and inspection fees, fire Sprinkler and alarm permit fees (excluding annual City permitting fees) and building permit fees actually assessed and collected by the City in connection with the development of the Facilities on the Property during the period from the Effective Date of this Agreement to the date of issuance of a permanent Certificate of Occupancy for the Facilities (the "Grant")

Term”).<sup>1</sup> In the event the Company does not receive the maximum amount of the Grant provided herein during the Grant Term, the City shall have no obligation to pay to the Company any portion of the Grant after the Grant Term has expired.

- b. The Grant shall be payable within thirty days after the date the Company provides the City with evidence demonstrating the Company’s completion of and compliance with all of the Performance Requirements set forth in Section 3 below. Notwithstanding any provision in this Agreement to the contrary, the City shall have no obligation to pay or provide any portion of the Grant, and Company shall repay City in an amount equal to the amount of the Grant paid to the Company under this Agreement, in the event that (i) the Company vacates the Property prior to completion of the Facilities, as determined by City in its sole discretion; (ii) the Company abandons the Facilities construction project, as determined by City in its sole discretion; (iii) the Company fails to complete construction of the Facilities in accordance with the terms of this Agreement; or (iv) the Company fails to comply with any of the other Performance Requirements set forth below. Such remedies are in addition to any other remedies provided under this Agreement or by law.
  - c. The Company acknowledges and agrees that the City is not certifying or otherwise encumbering any funds for the payment of the Grant due under this Agreement and does not have any monies budgeted for the same. The Company agrees not to make any claims against the City for any monies other than those from the fees collected on the Property, and nothing in this Agreement shall require City to make payment from revenue sources other than the same.
3. Performance Requirements. The following conditions must be satisfied by the Company during the Grant Term in order for the Company to qualify for the Grant (collectively, the “Performance Requirements”):
- a. The Company shall obtain or cause to be obtained a building permit for the Facilities, pay to the City all applicable permit fees, impact fees and other fees and cause the commencement of construction of the Facilities on the Property on or before December 31, 2023. For purposes of this section, “commencement of construction” shall mean (i) the issuance of a building permit for the Facilities; (ii) the issuance of a notice to proceed to a third-party contractor, and (iii) the start of grading of the Property for the Facilities; and
  - b. The Company shall invest at least \$6.5 million in real property improvements and business personal property in the Facilities, including the cost of the land, related to the development of the Facilities on the Property on or before June 30, 2025; and

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<sup>1</sup> The following fees are not subject to reimbursement or waiver under this Agreement: (1) third-party review and inspection fees associated with the fire underground, fire sprinkler and fire alarm plan; (2) sales and property (ad valorem) taxes; and (3) all other municipal taxes and fees, if any, not specifically described in Section 2.

- c. The Company shall obtain a permanent Certificate of Occupancy from the City for the Facilities and occupy the Facilities on or before June 30, 2025, and shall maintain continuous occupancy of the Facilities for at least ten (10) years thereafter; and
- d. The Company shall comply with that certain Declaration of Deed Restriction dated April 11, 2023, relating to use of the Property; and
- e. The Company shall cause all construction contracts in the amount of \$100,000.00 or more for construction of the Facilities and all other improvements on the Property (“Separated Materials Contracts”) to (i) separately identify labor and material components for purposes of determining sales and use tax pursuant to Section 151.056(b) of the Texas Tax Code resulting in the value of the materials being separately identified from other costs, and (ii) to the extent reasonably possible, state that the situs of any sales and use tax paid and related thereto will be Wylie, Texas. Separated Building Materials Contracts shall include but not be limited to contracts for the following construction materials: concrete, steel (foundation as well as framing), pre-cast concrete/windows/glass/exterior siding, heating ventilation air conditioning plumbing (HVAC), lighting, roofing, piping (water, sewer and storm water); and
- f. Building Materials Standards.
  - (i) In the construction, renovation, maintenance and alteration of any existing or future building on the Property, including the Facilities, Company shall not use or install, or permit the use or installation of, any building product or material or aesthetic method that does not comply with the Building Materials Standards, notwithstanding any conflicting provision of Chapter 3000 of the Texas Government Code, as it exists or may be amended. Company also shall comply with any City-approved façade plans for the Property, as they exist or may be amended by City, notwithstanding any conflicting provision of Chapter 3000 of the Texas Government Code, as it exists or may be amended. Company voluntarily consents and agrees to comply with this Agreement, the Building Materials Standards and any approved façade plan(s) in the construction, renovation, maintenance and alteration of any existing or future building on the Property.
  - (ii) City designates the Property for its historical, cultural or architectural importance and significance pursuant to Section 3000.002(d) of the Texas Government Code. Company voluntarily consents and agrees to such designation. Company voluntarily waives any rights or protections that may exist under Chapter 3000 of the Texas Government Code, as it exists or may be amended, with respect to any existing or future building on the Property, and further agrees that City’s right to enforce the Building Materials Standards arise from this Agreement and not from a rule, charter

provision, ordinance, order, building code or other regulation of City. Company agrees that City is entitled to amend, revise, supplement and otherwise modify the Building Materials Standards in City's sole discretion.

(iii) The obligations under this Agreement relating to the Building Materials Standards shall be automatically null, void and of no legal effect in the event that Chapter 3000 of the Texas Government Code is repealed or amended such that City's authority to enforce the Building Materials Standards is not limited or preempted in any way under Texas law.

g. The Company shall pay all taxes and other governmental assessments as applicable for the Property and the Facilities when due.

h. The Company shall continuously comply with this Agreement during the Grant Term.

The Company shall provide to the City documentation satisfactory to the City that the Company has satisfied all of the Performance Requirements set forth above.

4. The Company Representations. The Company makes the following representations and warranties to the City, and agrees to timely and fully perform the following obligations and duties:

a. The Company is authorized to do business and is in good standing in the State of Texas and shall remain in good standing in the State of Texas during the term of this Agreement. As used herein, the term "good standing" means the status of the Company with the Comptroller of the State of Texas shall be "Active."

b. No litigation or governmental proceeding is pending or, to the knowledge of the Company, threatened against or affecting the Company that may result in any material adverse change in the Company's business or operation.

c. No bankruptcy proceedings or other similar proceedings are currently pending or contemplated against the Company, and the Company has not been informed of any potential involuntary bankruptcy proceedings against the Company.

d. The Company shall remain current and in good standing with all sales taxes, ad valorem taxes, fees and other recurring charges of the City, the State of Texas and Collin County taxing jurisdictions throughout the term of this Agreement that may be due and payable by the Company.

e. The Company represents and certifies that the Company does not and will not knowingly employ any undocumented worker at the Facilities or on the Property who is not lawfully admitted for permanent residence to the United States or authorized under law to be employed in the United States. If, after receiving any

public subsidy from the City under this Agreement, the Company is convicted of a violation under 8 U.S.C. § 1324a(f), the Company shall repay to the City an amount equal to all Grant payments tendered to the Company under this Agreement and any other funds received by the Company from the City under this Agreement plus interest, at the rate of four percent (4%), not later than the 120th day after the date the public agency, state or local taxing jurisdiction notifies the Company of the violation.

5. Default.

- a. The following shall constitute an “Event of Default” under this Agreement:
  - (i) Upon the expiration of the notice and cure period set forth in the first sentence of Section 5(b) below, the City’s failure to process any portion of the Grant payments owing to the Company in accordance with this Agreement.
  - (ii) A failure of the Company to comply with and satisfy the Performance Requirements set forth in Section 3 of this Agreement.
  - (iii) A breach of a representation under this Agreement by Company.
- b. In the event of the occurrence of an Event of Default described under Section 5(a) above, the non-defaulting party may give written notice to the other party of such Event of Default to the extent that the Event of Default is capable of being cured, and the defaulting party shall have thirty (30) days thereafter to cure said Event of Default. Should said Event of Default remain uncured after such cure period and the non-defaulting party is not otherwise in default hereunder, then the non-defaulting party shall have the right to give the defaulting party a notice that this Agreement shall immediately terminate without further action by either party. In addition and without terminating this Agreement, the Company shall further have the power to enforce specific performance or bring an action to collect amounts owing upon an Event of Default by the City. No action shall lie for damages against the City beyond the foregoing amounts owed by the City arising from an Event of Default by the City, and no party shall seek or be entitled to recover punitive, special or consequential damages arising out of, or relating to, any Event of Default under this Agreement.
- c. This Agreement shall terminate upon the occurrence of any one of the following:
  - (i) the execution by both parties of a written agreement terminating this Agreement;
  - (ii) the expiration of the Grant Term; or

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

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

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

If to the Company:            Agape Resource & Assistance Center, Inc.  
   Attn: Janet Collinsworth, Founder & Executive Director  
   P.O. Box 861664  
   Plano, Texas 75086-1664

7. Verification and Compliance. The Company shall allow the City to audit all of the Company's records (other than individual employee files), documents, agreements and other instruments in furtherance of the following purposes: (a) to ensure the Company's compliance with the affirmative covenants set forth in this Agreement; (b) to determine the existence of an event of default under the terms of this Agreement; and (c) to ensure compliance with any other terms and conditions set forth herein or any related documents, including, but not limited to, either of the Performance Agreements. The City will provide the Company with written notice of any request for an audit and shall cooperate with the Company to schedule audit activities during the Company's normal business hours so as to minimize disruption to the Company's normal business operations.

8. Company Representations Required by Texas Law. Company hereby represents that a completed Certificate of Interested Parties Form 1295 (“Form 1295”) generated by the Texas Ethics Commission (the “TEC”) was submitted by Company in accordance with the provisions of Section 2252.908 of the Texas Government Code and the rules promulgated by the TEC, in connection with this Agreement. Company represents that, to the extent this Agreement constitutes a governmental contract within the meaning of Section 2252.151 of the Texas Government Code, solely for purposes of compliance with Chapter 2252 of the Texas Government Code, and except to the extent otherwise required by applicable federal law, neither the Company nor any wholly owned subsidiary, majority owned subsidiary, parent company or affiliate of the Company is a company listed by the Texas Comptroller under Sections 2270.0201 or 2252.153 of the Texas Government Code. In accordance with Chapter 2270 of the Texas Government Code (to the extent applicable), Company hereby certifies that Company does not boycott Israel and will not boycott Israel during the term of any contract with City, including during the term of this Agreement. In accordance with Chapter 809 of the Texas Government Code (to the extent applicable), Company hereby certifies that Company does not boycott energy companies and will not boycott energy companies during the term of any contract with City, including during the term of this Agreement. In accordance with Chapter 2274 of the Texas Government Code (to the extent applicable), Company hereby certifies that Company does not have a practice, policy, guidance or directive that discriminates against a firearm entity or firearm trade association and will not discriminate against a firearm entity or firearm trade association during the term of any contract with City, including during the term of this Agreement. The foregoing terms have the meanings ascribed to them in the referenced statutes if defined therein.

9. Miscellaneous.

- a. Binding Agreement. This Agreement shall constitute a valid and binding agreement by and between the City and the Company.
- b. Savings/Severability. If a court of competent jurisdiction finds any provision of this Agreement to be invalid or unenforceable as to any person or circumstance, such finding shall not render that provision invalid or unenforceable as to any other persons or circumstances, or affect any other provision hereof. It is the intention and agreement of the parties to this Agreement that each such illegal, invalid or unenforceable provision shall be amended by the parties hereto to the extent necessary to make it legal, valid and enforceable while achieving the same objective of such provision, or, if that is not possible, by substituting therefore another provision that is legal, valid and enforceable and achieves the same objectives (or, if such provision cannot be amended or a provision substituted therefore in a manner that is legal, valid and enforceable and achieves the same objectives, then such provision shall be amended or a new provision substituted therefore that achieves as closely as possible the same objectives or economic position as the illegal, invalid or unenforceable provision, irrespective of whether such amendment



or substituted provision is materially different than the illegal, invalid or unenforceable provision).

- c. Entire Agreement. This Agreement contains the entire agreement of the parties with respect to the matters contained herein and may not be modified or terminated except upon the provisions hereof or by the mutual written agreement of the parties hereto.
- d. Governing Law; Venue. The laws of the State of Texas shall govern the interpretation, validity, performance and enforcement of this Agreement, without regard to conflict of law principles. This Agreement is performable in Collin County, Texas, and the exclusive venue for any action arising out of this Agreement shall be a court of appropriate jurisdiction in Collin County, Texas.
- e. Vested Rights/Chapter 245 Waiver. This Agreement shall confer no vested rights on the Property, or any portion thereof. In addition, nothing contained in this Agreement shall constitute a “permit” as defined in Chapter 245 of the Texas Local Government Code, as amended, and nothing in this Agreement provides City with fair notice of any project of the Company. The Company waives any statutory claim under Chapter 245 of the Texas Local Government Code, as amended, arising out of any acts or omissions under this Agreement. This section shall survive the termination of this Agreement.
- f. Consideration. This Agreement is executed by the parties hereto without coercion or duress and for substantial consideration, the sufficiency of which is forever confessed.
- g. Counterparts. This Agreement may be executed in a number of identical counterparts, each of which shall be deemed an original for all purposes. An electronic mail or facsimile signature will also be deemed to constitute an original if properly executed and delivered to the other party.
- h. Representations. Each signatory represents this Agreement has been read by the party for which this Agreement is executed and that such party has had an opportunity to confer with its counsel.
- i. Authority to Execute. The individuals executing this Agreement on behalf of the respective parties below represent to each other and to others that all appropriate and necessary action has been taken to authorize the individual who is executing this Agreement to do so for and on behalf of the party for which his or her signature appears, that there are no other parties or entities required to execute this Agreement in order for the same to be an authorized and binding agreement on the party for whom the individual is signing this Agreement and that each individual affixing his

or her signature hereto is authorized to do so, and such authorization is valid and effective on the date of this Agreement.

- j. No Third Party Beneficiaries. Nothing in this Agreement shall be construed to create any right in any third party not a signatory to this Agreement, and the parties do not intend to create any third party beneficiaries by entering into this Agreement.
- k. Waiver. Waiver by either party of any breach of this Agreement, or the failure of either party to enforce any of the provisions of this Agreement, at any time, shall not in any way affect, limit or waive such party's right thereafter to enforce and compel strict compliance.
- l. Miscellaneous Drafting Provisions. This Agreement shall be deemed drafted equally by all parties hereto. The language of all parts of this Agreement shall be construed as a whole according to its fair meaning, and any presumption or principle that the language herein is to be construed against any party shall not apply. Headings in this Agreement are for the convenience of the parties and are not intended to be used in construing this document.
- m. Immunity. It is expressly understood and agreed that, in the execution and performance of this Agreement, City has not waived, nor shall be deemed hereby to have waived, any defense or immunity, including governmental, sovereign and official immunity, that would otherwise be available to it against claims arising in the exercise of governmental powers and functions. By entering into this Agreement, the parties do not create any obligations, express or implied, other than those set forth herein.
- n. Assignment. This Agreement or any part thereof shall not be assigned or transferred by any party without the prior written consent of the other party, which may be withheld in the other party's sole discretion.

*[Signature page follows.]*

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

CITY OF WYLIE, TEXAS,  
a home-rule municipality

By: \_\_\_\_\_  
Brent Parker, City Manager  
Date executed: \_\_\_\_\_

STATE OF TEXAS           §  
  §  
COUNTY OF COLLIN       §

BEFORE ME, the undersigned authority, on this \_\_\_\_ day of \_\_\_\_\_, 2023, personally appeared Brent Parker, City Manager and duly authorized representative for the CITY OF WYLIE, TEXAS, known to me to be one of the persons whose name is subscribed to the foregoing instrument, and who acknowledged to me that he executed the same for the purposes and consideration therein expressed and in the capacity therein stated on behalf thereof.

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

AGAPE RESOURCE & ASSISTANCE  
CENTER, INC.,  
a Texas nonprofit corporation

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date executed: \_\_\_\_\_

STATE OF TEXAS           §  
  §  
COUNTY OF \_\_\_\_\_ §

BEFORE ME, the undersigned authority, on this \_\_\_\_ day of \_\_\_\_\_, 2023, personally appeared \_\_\_\_\_, as \_\_\_\_\_ and duly authorized representative of \_\_\_\_\_, a \_\_\_\_\_, known to me to be one of the persons whose name is subscribed to the foregoing instrument, and who acknowledged to me that he executed the same for the purposes and consideration therein expressed and in the capacity therein stated on behalf thereof.

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

**Exhibit A**  
**Legal Description of the Property**

BEING a tract of land situated in the S.B. Shelby Survey, Abstract No. 820 of Collin County, Texas and being all of a called 2.4721 acre tract of land conveyed to KEP Brown Street Village, L.P. as recorded in County Clerk No. 20060327000390640 of the Official Public Records of Collin County, Texas and being more particularly described in metes and bounds as follows:

BEGINNING in the south Right-of-Way (ROW) line of West Brown Street at a 1/2" iron rod with plastic cap stamped "4613" set for the northwest corner of the called 2.4721 acre tract of land and said capped iron rod being the northeast corner of a called 0.500 acre tract of land conveyed to Spirit Master Funding VI, LLC as recorded in County Clerk No. 20140409000340620 of the Official Public Records of Collin County, Texas;

THENCE S 88°59'08" E with the south ROW of West Brown Street a distance of 323.09' to a 1/2" iron rod with plastic cap stamped "4613" set for the west corner of a corner clip conveyed to the City of Wylie in County Clerk No. 20110624000655820 of the Official Public Records of Collin County, Texas;

THENCE S 44°14'55" E along said corner clip a distance of 24.39' to a 1/2" iron rod with plastic cap stamped "4613" set for corner in the west ROW of Winding Oaks Drive, a 50' ROW;

THENCE S 01°00'52" W with the west ROW of Winding Oaks Drive a distance of 168.31' to a 1/2" iron rod with plastic cap stamped "4613" set for corner at the beginning of a curve to the right;

THENCE with said curve to the right following the west ROW of Winding Oaks Drive with an arc length of 62.84', with a radius of 225.00', with a chord bearing of S 09°00'56" W, with a chord length of 62.64', to a 1/2" iron rod with plastic cap stamped "4613" set for the southeast corner of the called 2.4721 acre tract of land and said capped iron rod also being the northeast corner of Lot 18, Block F of Rustic Oaks, Phase One, an addition to the City of Wylie as shown on the Plat thereof recorded in Cabinet D, Page 198 of the Plat Records of Collin County Texas;

THENCE N 89°42'08" W a distance of 128.98' to a 1/2" iron rod with plastic cap stamped "4613" set for the northwest corner of said Lot 18;

THENCE S 70°41'52" W a distance of 249.89' to a 1/2" iron rod with plastic cap stamped "4613" set for corner in the north line of Lot 14, Block F of said Rustic Oaks, Phase One;

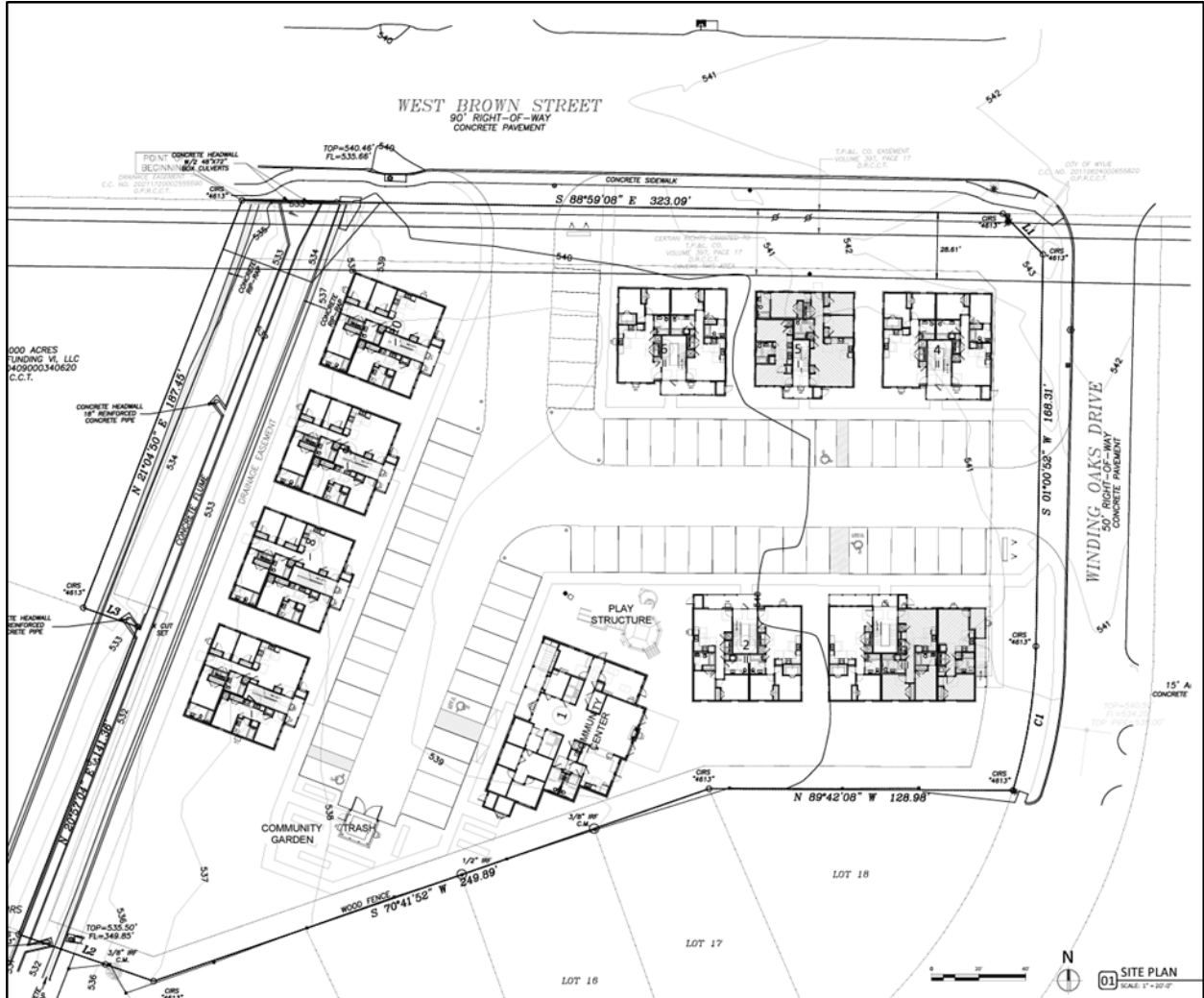
THENCE N 70°39'08" W a distance of 60.72' to a 1/2" iron rod with plastic cap stamped "4613" set for the northern most corner of Lot 13, Block F of said Rustic Oaks, Phase One and said capped iron rod also being the northeast corner of Lot 1, Block F of Rustic Oaks, Phase Three, an addition to the City of Wylie as shown on the Plat thereof recorded in Cabinet D, Page 200 of the Plat Records of Collin County Texas;

THENCE N 20°57'04" E a distance of 141.36' to a 1/2" iron rod with plastic cap stamped "4613" set for the northeast corner of a called 0.438 acre tract of land conveyed to Jonvitch, Inc. as recorded in Volume 3925, Page 1455 of the Deed Records of Collin County, Texas;

THENCE N 70°23'49" W with the north line of the called 0.438 acre tract of land a distance of 24.54' to a 1/2" iron rod with plastic cap stamped "4613" set for the southeast corner of the called 0.500 acre tract of land;

THENCE N 21°04'50" E with the east line of the called 0.500 acre tract of land a distance of 187.45' to the POINT OF BEGINNING, and containing 107,669 Square Feet or 2.472 acres of land.

## Exhibit B Concept Plan for the Property



**Exhibit C**  
**Building Materials Standards**

As used in this Agreement, the term “Building Materials Standards” shall include all minimum standards for building products and materials and aesthetic methods in the construction, renovation, maintenance and alteration of buildings as set forth or referenced in the following:

1. Wylie’s Zoning Ordinance, as it exists or may be amended by Wylie in its sole discretion (and any successor ordinance thereto)
2. The zoning ordinance that approved the zoning on the Property, as it exists or may be amended by Wylie in its sole discretion (and any successor ordinance thereto)
3. Wylie’s Ordinance adopting the International Energy Conservation Code and all local amendments thereto, as it exists or may be amended by Wylie in its sole discretion (and any successor ordinance thereto)
4. Wylie’s Ordinance adopting the International Fuel Gas Code and all local amendments thereto, as it exists or may be amended by Wylie in its sole discretion (and any successor ordinance thereto)
5. Wylie’s Ordinance adopting the International Mechanical Code and all local amendments thereto, as it exists or may be amended by Wylie in its sole discretion (and any successor ordinance thereto)
6. Wylie’s Ordinance adopting the International Plumbing Code and all local amendments thereto, as it exists or may be amended by Wylie in its sole discretion (and any successor ordinance thereto)
7. Wylie’s Ordinance adopting the National Electrical Code and all local amendments thereto, as it exists or may be amended by Wylie in its sole discretion (and any successor ordinance thereto)
8. Wylie’s Ordinance adopting the International Residential Code and all local amendments thereto, as it exists or may be amended by Wylie in its sole discretion (and any successor ordinance thereto)
9. Wylie’s Ordinance adopting the International Property Maintenance Code and all local amendments thereto, as it exists or may be amended by Wylie in its sole discretion (and any successor ordinance thereto)
10. Wylie’s Ordinance adopting the International Fire Code and all local amendments thereto, as it exists or may be amended by Wylie in its sole discretion (and any successor ordinance thereto)

11. Wylie's Ordinance adopting the International Building Code and all local amendments thereto, as it exists or may be amended by Wylie in its sole discretion (and any successor ordinance thereto)
12. Any other existing, future or successor ordinance, rule or regulation adopted by the Wylie City Council that establishes a standard for a building product, material or aesthetic method in construction, renovation, maintenance or other alteration of a building that is more stringent than a standard for the product, material, or aesthetic method under a national model code published within the last three code cycles that applies to the construction, renovation, maintenance, or other alteration of the building



MATERIAL LEGEND	
	BRICK
	HORIZONTAL SIDING
	VERTICAL SIDING
	SHINGLES
	STONE
	STUCCO
	COPPER
	ALUMINUM
	STEEL
	DARK WOOD
	LIGHT WOOD
	DARK WOOD
	SHINGLES
	STONE
	STUCCO
	COPPER
	ALUMINUM
	STEEL
	DARK WOOD
	LIGHT WOOD



01 ELEVATION BUILDING TYPE 1  
 SCALE: 1/8" = 1'-0"

02 ELEVATION BUILDING TYPE 2  
 SCALE: 1/8" = 1'-0"



An Empowerment Initiative of Apple Resource & Assistance Center, Inc.



City Council Meeting  
 03.08.2022