

**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 of Wylie  
Attention: Interim City Manager  
300 Country Club Road  
Wylie, Texas 75098

**DEVELOPMENT AGREEMENT AMONG  
WYLIE ECONOMIC DEVELOPMENT CORPORATION, WYLIE INDUSTRIAL  
COURT DEVELOPMENT, LTD., AND THE CITY OF WYLIE, TEXAS**

This DEVELOPMENT AGREEMENT ("Agreement") is made and entered into by and among the CITY OF WYLIE, TEXAS, a home-rule municipality ("Wylie"), WYLIE ECONOMIC DEVELOPMENT CORPORATION, a Texas nonprofit corporation, ("Wylie EDC"), and WYLIE INDUSTRIAL COURT DEVELOPMENT, LTD., a Texas limited partnership, "Wylie Industrial") (Wylie EDC and Wylie Industrial are referred to herein collectively as "Developers" or each a "Developer"). Wylie and Developers are each referred to herein as a "party" or collectively as the "parties."

WHEREAS, Wylie EDC warrants that it is the sole owner of that certain tract of land situated in the City of Wylie, Collin County, Texas, consisting of approximately 12,637 sq. ft. on subdivision, generally located at 201 Industrial Ct., Wylie, Texas 75098, and more particularly described in Exhibit A, attached hereto and incorporated herein for all purposes (the "EDC Property"); and

WHEREAS, Wylie Industrial warrants that it is the sole owner of that certain tracts of land situated in the City of Wylie, Collin County, Texas, consisting of 0.85 acres on abstract generally located at 206 S Birmingham Street, Wylie, Texas 75098, and more particularly described in Exhibit B, attached hereto and incorporated herein for all purposes (the "Wylie Industrial Property");

WHEREAS, the EDC Property and the Wylie Industrial Property are collectively referred to herein as the "Properties"; and

WHEREAS, Developers seek to develop retail, personal service, and/or commercial uses, including a restaurant with drive-in or drive-through service, on the Properties; and

WHEREAS, Developers and Wylie agree that Wylie has adopted certain standards for building products and materials and aesthetic methods in the construction, renovation, maintenance and alteration of buildings in Wylie; and

WHEREAS, Developers desire to voluntarily consent to complying with Wylie'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 Properties, regardless of whether the Properties develop as Developers desire or intend or not; and

WHEREAS, Wylie hereby designates the Properties for their 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 Wylie will have the right, but not the obligation, to enforce the Building Materials Standards on the Properties as of the Effective Date (hereinafter defined) of this Agreement; and

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

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

1. Incorporation of Recitals. The representations, covenants and recitations set forth in the forth in the foregoing recitals of this Agreement are true and correct, are incorporated into the body of this Agreement and are adopted as findings of Wylie and Developers.
2. Land Subject to Agreement. The land that is subject to this Agreement is the Properties. Wylie EDC represents and warrants that it is the sole owner of the EDC Property as of the Effective Date of this Agreement. Wylie Industrial represents and warrants that it is the sole owner of the Wylie Industrial Property as of the Effective Date of this Agreement.
3. Building Materials Standards.
  - (a) In the construction, renovation, maintenance and alteration of any existing or future building on the Properties, Developers 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. Developers voluntarily consent and agree to comply with this Agreement and the Building Materials Standards in the construction, renovation, maintenance and alteration of any existing or future building on the Properties.
  - (b) Before commencement of construction, renovation, maintenance or alteration of any existing or future building on the Properties on or after the Effective Date of this Agreement, Developers shall impose deed restrictions on the Properties, incorporating the requirements of this Agreement. As a condition of Wylie’s issuance of any building permits on the Properties, Developers shall submit to

Wylie the proposed deed restrictions in compliance with this Agreement. The deed restrictions must be approved, in writing, by the Wylie City Planner. Wylie is entitled to withhold building permits on the Properties (in addition to any other remedy available to Wylie) in the event that Developers have not obtained such written approval. Once approved, Developers shall record the approved deed restrictions in the Real Property Records of Collin County, Texas. The approved deed restrictions may not be amended, terminated or otherwise modified after Wylie's approval thereof without the prior written consent of the Wylie City Planner. Wylie shall be a third-party beneficiary of the approved deed restrictions, and Wylie shall have the right but not the obligation to enforce this Agreement and the approved deed restrictions, as they exist or may be amended.

- (c) Wylie designates the Properties for their historical, cultural or architectural importance and significance pursuant to Section 3000.002(d) of the Texas Government Code. Developers voluntarily consent and agree to such designation. Developers voluntarily waive 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 Properties, and further agrees that Wylie'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 Wylie. Developers agree that Wylie is entitled to amend, revise, supplement and otherwise modify the Building Materials Standards in Wylie's sole discretion.

4. Default.

- (a) If Developers fail to comply with any provision of this Agreement, and such failure is not cured within thirty (30) days after Wylie sends written notice of such failure to Developers, then Wylie shall have the following remedies, in addition to Wylie's other rights and remedies:
  - (i) to file this instrument in the Real Property Records of Collin County, Texas as a lien or encumbrance on the Properties;
  - (ii) to refuse to accept any portion of any public improvements on the Properties or associated with the development of the Properties;
  - (iii) to refuse to issue building permits for any building on the Properties;
  - (iv) to refuse to issue a Certificate of Occupancy for any building on the Properties;
  - (v) to require Developers, another owner of the Properties, or a portion thereof, and/or a contractor thereof to immediately cease the construction, renovation, maintenance and/or alteration of a building on the Properties; and/or

- (vi) to seek specific enforcement of this Agreement.
- (b) If Wylie fails to comply with the terms and conditions of this Agreement and such failure is not cured within thirty (30) days after Wylie receives written notice of such failure from Developers, then Developers may seek specific enforcement of this Agreement as Developers' sole and exclusive remedy.
5. Limitation of Liability. Notwithstanding anything to the contrary herein, the parties agree and acknowledge that Wylie shall not, under any circumstance, be required to tender, or be liable to Developers for, any credit or reimbursement of, or payment of any monies, with regard to the matters set forth herein.
6. Covenant Running with the Land. This Agreement shall be a covenant running with the land and Properties, and shall be binding on the Developers and their respective successors and assigns. Wylie shall cause this Agreement to be filed in the Real Property Records of Collin County, Texas. Developers represent and warrants that the filing of this Agreement as provided herein shall provide Wylie with a superior and priority encumbrance, lien or interest in, on and to the Properties as to any and all other persons or entities. Developers represent and warrant that there are no liens, attachments or other encumbrances that prohibit or affect the right of Developers to grant such superior and priority encumbrance, lien or interest as described herein. If such a condition does exist, however, Developers shall obtain a signature with acknowledgment from the holder of such lien, attachment or encumbrance, subordinating any such lien, attachment or encumbrance to Developers' rights granted herein.
7. Limitations of Agreement. Wylie ordinances covering property taxes, utility rates, permit fees, inspection fees, tree mitigation fees, impact fees, development fees, tap fees, pro-rata fees and the like are not affected by this Agreement. Further, this Agreement does not waive or limit any of the obligations of Developers to Wylie under any ordinance, whether now existing or in the future arising.
8. Notices. Any notice provided or permitted to be given under this Agreement must be in writing and may be served by depositing same in the United States Mail, addressed to the Party to be notified, postage pre-paid and registered or certified with return receipt requested; by facsimile; by electronic mail, with documentation evidencing the addressee's receipt thereof; or by delivering the same in person to such Party a via hand-delivery service, or any courier service that provides a return receipt showing the date of actual delivery of same to the addressee thereof. Notice given in accordance herewith shall be effective upon receipt at the address of the addressee. For purposes of notification, the addresses of the parties shall be as follows:

If to Wylie, addressed to it at:  
City of Wylie  
Attention: Interim City Manager  
300 Country Club Road

Wylie, Texas 75098  
Telephone: (972) 516-6000  
Facsimile: (972) 516-6026  
Email: [brent.parker@wylietexas.gov](mailto:brent.parker@wylietexas.gov)

with a copy to:

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

If to Wylie Industrial addressed to it at: 250 Highway 78 S.  
Wylie, Texas 75098  
Attention: Baron Cook  
[bcook@lawyerstitleco.com](mailto:bcook@lawyerstitleco.com)

If to Wylie EDC addressed to it at: Wylie Economic Development Corporation  
250 Highway 78  
Wylie, Texas 75098  
Attention: Jason Greiner  
[Jason@WylieEDC.com](mailto:Jason@WylieEDC.com)

with a copy to:

Abernathy, Roeder, Boyd & Hullett, P.C.  
Attention: Randy Hullett  
1700 Redbud Blvd., Suite 300  
McKinney, Texas 75069  
Telephone: [REDACTED]  
Facsimile: [REDACTED]  
Email: [REDACTED]

9. Indemnity.

- (a) **DEVELOPERS SHALL RELEASE, DEFEND, INDEMNIFY AND HOLD HARMLESS WYLIE FROM AND AGAINST ALL DAMAGES, INJURIES (INCLUDING DEATH), CLAIMS, PROPERTY DAMAGES (INCLUDING LOSS OF USE), LOSSES, DEMANDS, SUITS, JUDGMENTS AND COSTS, INCLUDING REASONABLE ATTORNEY'S FEES AND EXPENSES (INCLUDING ATTORNEY'S FEES AND EXPENSES INCURRED IN ENFORCING THIS INDEMNITY) CAUSED, IN WHOLE OR IN PART, BY THE NEGLIGENT, GROSSLY NEGLIGENT OR INTENTIONALLY WRONGFUL ACT OR OMISSION OF ANY DEVELOPERS OR ANY OF EACH DEVELOPERS' OFFICERS, DIRECTORS, PARTNERS CONTRACTORS, SUBCONTRACTORS, EMPLOYEES, REPRESENTATIVES, AGENTS, SUCCESSORS, ASSIGNEES, VENDORS, GRANTEEES,**

TRUSTEES, LICENSEES, INVITEES OR ANY OTHER THIRD PARTY FOR WHOM DEVELOPERS ARE LEGALLY RESPONSIBLE, IN ITS/THEIR PERFORMANCE OF THIS AGREEMENT, REGARDLESS OF THE JOINT OR CONCURRENT NEGLIGENCE OF WYLIE (HEREINAFTER “CLAIMS”). DEVELOPERS ARE EXPRESSLY REQUIRED TO DEFEND WYLIE AGAINST ALL SUCH CLAIMS.

- (b) IN ITS SOLE DISCRETION, WYLIE SHALL HAVE THE RIGHT TO APPROVE OR SELECT DEFENSE COUNSEL TO BE RETAINED BY DEVELOPERS IN FULFILLING EACH DEVELOPERS’ OBLIGATION HEREUNDER TO DEFEND AND INDEMNIFY WYLIE, UNLESS SUCH RIGHT IS EXPRESSLY WAIVED BY WYLIE IN WRITING. WYLIE RESERVES THE RIGHT TO PROVIDE A PORTION OR ALL OF ITS OWN DEFENSE; HOWEVER, WYLIE IS UNDER NO OBLIGATION TO DO SO. ANY SUCH ACTION BY WYLIE IS NOT TO BE CONSTRUED AS A WAIVER OF ANY DEVELOPERS’ OBLIGATION TO DEFEND WYLIE OR AS A WAIVER OF ANY DEVELOPERS’ OBLIGATION TO INDEMNIFY WYLIE PURSUANT TO THIS AGREEMENT. EACH DEVELOPER SHALL RETAIN WYLIE-APPROVED DEFENSE COUNSEL WITHIN SEVEN (7) BUSINESS DAYS OF WYLIE’S WRITTEN NOTICE THAT WYLIE IS INVOKING ITS RIGHT TO INDEMNIFICATION UNDER THIS AGREEMENT. IF ANY DEVELOPER FAILS TO RETAIN COUNSEL WITHIN SUCH TIME PERIOD, WYLIE SHALL HAVE THE RIGHT TO RETAIN DEFENSE COUNSEL ON ITS OWN BEHALF, AND EACH DEVELOPER SHALL BE LIABLE FOR ALL COSTS INCURRED BY WYLIE.
- (c) THE RIGHTS AND OBLIGATIONS CREATED BY THIS SECTION SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.

10. Acknowledgement of Wylie’s Compliance with Federal and State Constitutions, Statues and Case Law and Federal, State and Local Ordinances, Rules and Regulations; Developer’s Waiver and Release of Claims For Obligations Imposed by this Agreement.

- (a) DEVELOPERS ACKNOWLEDGE AND AGREE THAT:
  - (i) THE OBLIGATIONS REQUIRED BY THIS AGREEMENT TO BE PERFORMED BY DEVELOPERS, IN WHOLE OR IN PART, DO NOT CONSTITUTE A:
    - (A) TAKING UNDER THE TEXAS OR UNITED STATES CONSTITUTION;
    - (B) VIOLATION OF THE TEXAS WATER CODE, AS IT EXISTS OR MAY BE AMENDED;
    - (C) VIOLATION OF THE TEXAS GOVERNMENT CODE, INCLUDING CHAPTER 3000, AS IT EXISTS OR MAY BE AMENDED
    - (D) NUISANCE; OR
    - (E) CLAIM FOR DAMAGES OR REIMBURSEMENT AGAINST WYLIE FOR A VIOLATION OF ANY FEDERAL OR STATE CONSTITUTION, STATUTE OR CASE LAW OR ANY FEDERAL, STATE OR LOCAL ORDINANCE, RULE OR REGULATION.

- (ii) **EACH DEVELOPER SHALL INDEMNIFY AND HOLD HARMLESS WYLIE FROM AND AGAINST ANY CLAIMS AND SUITS OF THIRD PARTIES, INCLUDING BUT NOT LIMITED TO, ANY OF DEVELOPER’S PARTNERS, OFFICERS, DIRECTORS, EMPLOYEES, REPRESENTATIVES, AGENTS, SUCCESSORS, ASSIGNEES, VENDORS, GRANTEES OR TRUSTEES, BROUGHT PURSUANT TO OR AS A RESULT OF THIS SECTION.**
  - (b) **EACH DEVELOPER RELEASES WYLIE FROM ANY AND ALL CLAIMS OR CAUSES OF ACTION BASED ON EXCESSIVE OR ILLEGAL EXACTIONS.**
  - (c) **EACH DEVELOPER WAIVES ANY CLAIM FOR DAMAGES OR REIMBURSEMENT AGAINST WYLIE FOR A VIOLATION OF ANY FEDERAL OR STATE CONSTITUTION, STATUTE OR CASE LAW OR ANY FEDERAL, STATE OR LOCAL ORDINANCE, RULE OR REGULATION.**
  - (d) **THIS SECTION SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.**
- 11. Vested Rights/Chapter 245 Waiver. The parties shall be subject to all ordinances of Wylie, whether now existing or in the future arising. This Agreement shall confer no vested rights on the Properties, or any portion thereof, unless specifically enumerated herein. In addition, nothing contained in this Agreement shall constitute a “permit” as defined in Chapter 245 of the Texas Local Government Code, as amended, and nothing in this Agreement provides Wylie with fair notice of any project of Developer. **EACH DEVELOPER WAIVES ANY STATUTORY CLAIM UNDER CHAPTER 245 OF THE TEXAS LOCAL GOVERNMENT CODE, AS AMENDED, UNDER THIS AGREEMENT. THIS SECTION SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.**
- 12. Attorney’s Fees. If either party files any action or brings any proceeding against the other arising from this Agreement, then as between Developers and Wylie, the prevailing party shall be entitled to recover as an element of its costs of suit, and not as damages, reasonable and necessary attorneys’ fees and litigation expenses both at trial and on appeal, subject to the limitations set forth in TEX. LOC. GOV’T CODE § 271.153, as it exists or may be amended, if applicable.
- 13. Warranties/Representations. All warranties, representations and covenants made by one party to the other in this Agreement or in any certificate or other instrument delivered by one party to the other under this Agreement shall be considered to have been relied upon by the other party and will survive the satisfaction of any fees under this Agreement, regardless of any investigation made by either party.
- 14. 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.
- 15. 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.

16. Consideration. This Agreement is executed by the parties without coercion or duress and for substantial consideration, the sufficiency of which is forever confessed.
17. Multiple Counterparts. This Agreement may be executed in a number of identical counterparts, each of which shall be deemed an original for all purposes. An electronic mail or facsimile signature will also be deemed to constitute an original if properly executed and delivered to the other party.
18. Authority to Execute. The individuals executing this Agreement on behalf of the respective parties below represent to each other and to others that all appropriate and necessary action has been taken to authorize the individual who is executing this Agreement to do so for and on behalf of the party for which his or her signature appears, that there are no other parties or entities required to execute this Agreement in order for the same to be an authorized and binding agreement on the party for whom the individual is signing this Agreement and that each individual affixing his or her signature hereto is authorized to do so, and such authorization is valid and effective on the Effective Date (hereinafter defined).
19. Savings; Severability. In the event that a term, condition or provision of this Agreement is determined to be invalid, illegal, void, unenforceable or unlawful by a court of competent jurisdiction, then that term, condition or provision shall be deleted and the remainder of the Agreement shall remain in full force and effect as if such invalid, illegal, void, unenforceable or unlawful provision had never been contained in this Agreement.
20. Representations. Each party represents that it has carefully read this Agreement, knows the contents hereof, has consulted with an attorney of its choice regarding the meaning and effect hereof and is signing the same solely of its own judgment.
21. 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.
22. Assignment/Binding Effect.
  - (a) This Agreement is assignable, in whole or in part, upon the following conditions, all of which must be satisfied before any such assignment shall be valid and enforceable:
    - (i) the assignment of the Agreement must be evidenced by a recordable document (“Assignment”), the form of which must be approved in writing by Wylie;



- (ii) the Assignment must expressly contain, among any other reasonable requirements and conditions of Wylie, an acknowledgment and agreement that all obligations, covenants and conditions contained in this Agreement will be assumed solely and completely by the assignee, and the contact name, address, phone number, fax number and electronic mail address of the assignee;
    - (iii) Developers will file any approved, executed Assignment in the Real Property Records of Collin County, Texas; and
    - (iv) Developers shall provide Wylie with a file-marked copy of the Assignment within ten (10) days of filing the same, and until Wylie receives said file-marked copy of the Assignment as provided herein, Wylie shall not, under any circumstance, recognize said Assignment.
  - (b) This Agreement shall be binding upon and inure to the benefit of Wylie and Developers.
23. Indemnification. The Parties agree that the Indemnity provisions set forth in Section 9 and Section 10 herein are conspicuous, and the parties have read and understood the same.
24. 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.
25. Immunity. It is expressly understood and agreed that, in the execution and performance of this Agreement, Wylie has not waived, nor shall be deemed hereby to have waived, any defense or immunity, including governmental, sovereign and official immunity, that would otherwise be available to it against claims arising in the exercise of governmental powers and functions. By entering into this Agreement, the parties do not create any obligations, express or implied, other than those set forth herein.
26. Reference to Developers. When referring to "Developers" herein, this Agreement shall refer to and be binding upon Developers, and Developers' officers, directors, partners, employees, representatives, contractors, agents, successors, assignees (as authorized herein), vendors, grantees, trustees, legal representatives and any other third parties for whom Developers is legally responsible.
27. Reference to Wylie. When referring to "Wylie" herein, this Agreement shall refer to and be binding upon Wylie and Wylie's Council Members, officers, agents, representatives, employees and any other authorized third parties for whom Wylie is legally responsible.
28. 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.

*[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, Interim City Manager  
Date: \_\_\_\_\_

Attested to by:

\_\_\_\_\_  
Stephanie Storm, City Secretary

STATE OF TEXAS           §  
  §  
COUNTY OF COLLIN       §

BEFORE ME, the undersigned authority, on this day personally appeared Brent Parker, known to me to be one of the persons whose names are subscribed to the foregoing instrument; he acknowledged to me that he is the Interim City Manager and duly authorized representative for the City of Wylie, Texas, and that he executed said instrument for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this \_\_\_\_ day of \_\_\_\_\_, 2022.

\_\_\_\_\_  
Notary Public, State of Texas  
My Commission Expires: \_\_\_\_\_

WYLIE ECONOMIC DEVELOPMENT  
CORPORATION  
a Texas nonprofit corporation

By: \_\_\_\_\_  
Printed name: \_\_\_\_\_  
Date: \_\_\_\_\_

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

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

IN WITNESS WHEREOF, I have hereunto set my hand and seal of office this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

\_\_\_\_\_  
Notary Public, State of Texas  
My Commission Expires: \_\_\_\_\_

WYLIE INDUSTRIAL COURT  
DEVELOPMENT, LTD.

By: Wylie Industrial Court  
Development, G.P., LLC, its General  
Partner

By: \_\_\_\_\_  
Printed name: Baron Cook  
Date: \_\_\_\_\_

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

BEFORE ME, the undersigned authority, on this day personally appeared \_\_\_\_\_, the \_\_\_\_\_ of Wylie Industrial Court Development G.P., LLC as the General Partner of Wylie Industrial Court Development, Ltd., known to me to be one of the persons whose names are subscribed to the foregoing instrument; he acknowledged to me that he executed the same for the purposes and consideration therein stated and in the capacity therein stated.

IN WITNESS WHEREOF, I have hereunto set my hand and seal of office this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

\_\_\_\_\_  
Notary Public, State of Texas  
My Commission Expires: \_\_\_\_\_

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

RAILROAD INDUSTRIAL PARK, LOT 1

**Exhibit B**  
**Legal Description of the Property**

Tract I:

All that certain lot, tract or parcel of land situated in Collin County, Texas, and being situated in the town of Wylie, Texas, being off the south side of a certain tract of .9 acres of land in the S.B. Shelby Survey, Abstract No. 820, and said .9 acre tract was conveyed from J. A. Wilson to Farrell Williams and wife, Mary E. Williams, by deed dated February 26, 1946, and recorded in Volume 383, Page 254 of the deed records of Collin County, Texas, and further described as being off the south side of a certain tract of 1/10 acres of land in the S. B. Shelby Survey, Abstract No. 820, conveyed by Ferrell Williams and wife, Mary E. Williams, to W. L. Housewright, by deed dated November 29, 1952, and duly recorded in Volume 462, Page 500 of the deed records of Collin County, Texas:

BEGINNING at an iron bar set in the north line of the Gulf, Colorado & Santa Fe Railway Company's right of way for the southwest corner of the tract herein conveyed;

THENCE North 0 degrees 09 minutes West with the west line of said 0.9 acre tract 202 feet to an iron bar set for the northwest corner of the tract herein conveyed;

THENCE South 88 degrees 38 minutes East with the north line of tract herein conveyed 178.3 feet to an iron bar set in the east line of said 0.9 acre tract, and the west line of North College Street for the northeast corner of tract herein conveyed;

THENCE South with the east line of said 0.9 acre tract, same being the west line of North College Street, 76.3 feet to an iron bar set in the north right of way line of the Gulf, Colorado & Santa Fe Railway Company's right of way;

THENCE South 55 degrees 04 minutes West with the north right of way line of the Gulf, Colorado and Santa Fe Railway's right of way 211.25 feet to the place of beginning, and containing .6 acres of land, more or less, being the same land and premises that were conveyed by Jack D. Lagow to Earl Persons and Jack Housewright by warranty deed dated 7th day of November 1957, and duly recorded in Volume 534, on Page 331 of the deed records of Collin County, Texas, to which reference is here now made for further description of the same.

Tract II:

Being a tract of land situated in the S. B. Shelby Survey, Abstract No. 820, City of Wylie, Collin County, Texas end being part of a called 21.020 acre tract of land conveyed to Collin County, Texas by deed recorded under County Clerk's File Number 2001-0100216, Deed Records, Collin County, Texas and being more particularly described as follows:

Beginning at a capped 5/8" iron rod set on the west right-of-way line of Birmingham Street and on the northwest fine of a called 21.020 acre tract of land conveyed to Collin County, Texas by deed recorded under County Clerk's File Number 2001-O100218, Deed Records, Collin County, Texas;

Thence South 10, degrees 38 minutes 19 seconds East, along the west right-of-way line of Birmingham Street, a distance of 12.48 feet to an "x" cut in concrete for corner on the northwest right-of-way line of State Highway No. 78 (190' R.O.W. at this point);

Thence South 43 degrees 48 minutes 0.0 seconds West, along the northwest right-of-way line of State Highway No. 78 (190' R.O.W. at this point), a distance of 205.00 feet to a capped 5/8" iron rod set for corner;

Thence North 48 degrees 61 minutes 09 seconds West, a distance of 10.16 feet to a capped 5/8" iron rod set on the northwest line of said called 21.020 acre tract for the south corner of Lot 1 and the east corner of Lot 2 of Railroad Industrial Park, an addition to the City of Wylie, according to the plat thereof recorded in Cabinet C, Page 748, Map Records, Collin County, Texas;

Thence North 43 degrees 48 minutes 00 seconds East, along the northwest line of said called 21.020 acre tract, a distance of 212.72 feet to the Point of Beginning and containing 2,120 square feet or 0.049 acre tract of land.

#### Tract III:

BEING 8,830 square feet [0.2027 acres] of land in the City of Wylie, Collin County, Texas, out of the S.B. Shelby Survey, A-820, and being part of that called 9.0787 acres of land described in a deed from Ronald L. Harris, County Judge of the County of Collin, State of Texas to The State of Texas as recorded in Volume 5140, Page 2534 of the Land Records of Collin County, Texas, and being further described as follows:

COMMENCING at a 1/2 inch steel rod found on the Southeast line of Industrial Court, at the West corner of Lot 1 of Railroad Industrial Park as recorded in Volume C, Page 748 of the Plat Records of Collin County, Texas, and at the North corner of Lot 2R of Replat of Railroad Industrial Park as recorded in Volume 2006, Page 526 of the Plat Records of Collin County, Texas;

THENCE South 40 degrees 48 minutes 13 seconds East, 161.96 feet along the Northeast line of Lot 2R to a 1/2 inch steel rod found on the existing right-of-way line of State Highway No. 78, and at the South corner of that called 0.049 acres of land described as Tract 2 in a deed to Wylie Industrial Court Development, Ltd. as recorded under CC# 20070622000861130 of the Official Public Records of Collin County, Texas, said 1/2 inch steel rod found being the POINT OF BEGINNING;

1) THENCE North 52 degrees 18 minutes 42 seconds East, 205.75 feet along the existing Northwest line of said State Highway No. 78, same being the Northwest line of said 9.0787 acres to a 5/8 inch steel rod set capped "Boundary Solutions" at an angle point in said right-of-way, and on the West line of Birmingham Street, and at the Southeast corner of said 0.049 acres;



2) South 01 degrees 36 minutes 29 seconds East, along the West line of said Birmingham Street and along the existing right-of-way of said State Highway No. 78, passing existing right-of-way line of State Highway No. 78 at 34.65 feet, and continuing along the new right-of-way line of State Highway No. 78 for a total of 57.72 feet to a 5/8 inch steel rod set capped "Boundary Solutions" for corner at angle point in new right-of-way of State Highway No. 78;

3) THENCE South 51 degrees 58 minutes 34 seconds West, 169.17 feet along the new right-of-way line of State Highway No. 78 to a 5/8 inch steel rod set capped "Boundary Solutions" at the East corner of said Lot 2R, and on the existing right-of-way line of State Highway No. 78;

4) THENCE North 40 degrees 48 minutes 13 seconds West, 47.71 feet along the Northeast line of said Lot 2R and the existing right-of-way line of State Highway No. 78 to the POINT OF BEGINNING, containing 0.2027 acres or 8,830 square feet of land.

## **Exhibit C**

### **Building Materials Standards**

As used in this Agreement, the term “Building Materials Standards” shall include all 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. Ordinance No. 2021-19, Zoning Ordinance, as it exists or may be amended by Wylie in its sole discretion (and any successor ordinance thereto), including but not limited to Section 4.3 (Non-Residential Design Standards)
2. The Planned Development zoning ordinance or other 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. Ordinance No. 2018-14, 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)
4. Ordinance No. 2018-13, International Existing 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)
5. Ordinance No. 2017-41, 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)
6. Ordinance No. 2017-40, 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)
7. Ordinance No. 2017-39, 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)
8. Ordinance No. 2017-37, 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)
9. Ordinance No. 2017-34, 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)
10. Ordinance No. 2017-32, International Building Code – Commercial and all local amendments thereto, as it exists or may be amended by Wylie in its sole discretion (and any successor ordinance thereto)

11. Any other existing or 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 if the standard 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