

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

**DEVELOPMENT AGREEMENT AMONG 2819 WEST FM544 VENTURES, LLC,  
MMCG DBR DFW, LLC 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"), and 2819 WEST FM544 VENTURES, LLC, a Texas limited liability company ("Developer"), and MMCG DBR DFW, LLC, a Texas limited liability company ("Dutch Bros Coffee Shop Developer"). Wylie, Developer and Dutch Bros Coffee Shop Developer are each referred to herein as a "party" or collectively as the "parties."

WHEREAS, Developer warrants that it is the sole owner of that certain tract of land situated in the City of Wylie, Collin County, Texas, consisting of 1.02 acres in total in McCords Little Six Subdivision, generally located at 2817-2819 W. FM 544, Wylie, Texas 75098, and more particularly described in Exhibit A, attached hereto and incorporated herein for all purposes (the "Property"); and

WHEREAS, Developer and Dutch Bros Coffee Shop Developer have entered into a Real Estate Purchase Agreement dated effective as of June 11, 2020 (the "Purchase Contract"), and in connection with the purchase of the Property by Dutch Bros Coffee Shop Developer, Developer and Dutch Bros Coffee Shop Developer are pursuing the issuance of a Special Use Permit for purposes of allowing the use of the Property as a restaurant with drive-in or drive-through service to be operated under the name Dutch Bros Coffee Shop; and

WHEREAS, the parties hereto agree that all of the rights and obligations under this Agreement are conditioned upon and subject to Dutch Bros Coffee Shop Developer becoming the owner of the Property on or before September 7, 2021; and

WHEREAS, Developer, Dutch Bros Coffee Shop Developer and Wylie acknowledge 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, subject to the terms, conditions and limitations set forth in the Agreement, Dutch Bros Coffee Shop Developer desires to voluntarily consent to complying with Wylie's standards for building products and materials and aesthetic methods, as referenced in Exhibit B, attached hereto and incorporated herein for all purposes (collectively, "Building Materials Standards"), on behalf of itself and its successors and assigns, in the construction, renovation,

maintenance and alteration of all buildings to be built in the future on the Property, regardless of whether the Property develops as the parties desire or intend or not; and

WHEREAS, Wylie hereby designates the Property for its 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 Property 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 Developer 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.
2. Land Subject to Agreement. The land that is subject to this Agreement is the Property. Developer represents and warrants that Developer is the sole owner of the 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 Property, the then-current owner of the Property 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. Developer and Dutch Bros Coffee Shop Developer voluntarily consent to this Agreement and Dutch Bros Coffee Shop Developer agrees to comply with this Agreement and the Building Materials Standards in the construction, renovation, maintenance and alteration of any building on the Property.
  - (b) Before commencement of construction, renovation, maintenance or alteration of any building on the Property on or after the Effective Date of this Agreement, the then-current owner of the Property shall impose deed restrictions on the Property, incorporating the requirements of this Agreement. As a condition of Wylie's issuance of any building permits on the Property, the then-current owner of the Property 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 Property (in addition to any other remedy available to Wylie) in the event that the then-current owner of the Property has not obtained such written approval. Once approved, the then-current owner of the Property 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 Property for its cultural or architectural importance and significance pursuant to Section 3000.002(d) of the Texas Government Code. Developer and Dutch Bros Coffee Shop Developer voluntarily consent and agree to such designation upon such transfer of the Property to Dutch Bros Coffee Shop Developer. Developer and Dutch Bros Coffee Shop Developer 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 Property, and further agree 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. The parties 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 an owner of the Property fails 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, 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 Property;
  - (ii) to refuse to accept any portion of any public improvements on the Property or associated with the development of the Property;
  - (iii) to refuse to issue building permits for any building on the Property;
  - (iv) to refuse to issue a Certificate of Occupancy for any building on the Property;
  - (v) to require the then-current owner of the Property, or a portion thereof, and/or a contractor thereof to immediately cease the construction, renovation, maintenance and/or alteration of a building on the Property; 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, then the then-current owner of the Property may seek specific enforcement of this Agreement as such owner's 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 any party 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 Property, and shall be binding on the Developer, Dutch Bros Coffee Shop Developer and their respective successors and assigns. Upon any sell or transfer of title to the Property, all of the rights, obligations and liabilities under this Agreement shall pass to the new owner of the Property, and, upon such sale or transfer, such prior owner shall be released from any obligations or liabilities hereunder accruing or otherwise resulting from any acts or omissions of any subsequent owner of the Property from and after the date of such sale or transfer, and Wylie agrees to look solely to such successor in interest for the performance of such obligations. Wylie shall cause this Agreement to be filed in the Real Property Records of Collin County, Texas.
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 any party 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: City Manager  
300 Country Club Road  
Wylie, Texas 75098  
Telephone: (972) 516-6000

Facsimile: [REDACTED]

Email: [REDACTED]

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 Developer, addressed to Developer at:

2819 West FM 544 Venture, LLC

Attn: Robert L. Myers

8100 Lomo Alto Dr., Suite 211

Dallas, TX 75225

Telephone: [REDACTED]

Email: [REDACTED]

with a copy to:

Hallett & Perrin, P.C.

Attn: Craig A. Thompson

1445 Ross Avenue, Suite 2400

Dallas, Texas 75202

Telephone: [REDACTED]

Email: [REDACTED]

with a copy to:

Main & Main Capital Group, LLC

Attn: Eric Reed

5750 Genesis Ct., Suite 103

Frisco, Texas 75034

Telephone: [REDACTED]

Email: [REDACTED]

If to Dutch Bros Coffee Shop Developer, addressed to Dutch Bros Coffee Shop Developer at:

MMCG DBR DFW, LLC

Attn: Eric Reed

5750 Genesis Ct., Suite 103

Frisco, Texas 75034

Telephone: [REDACTED]

Email: [REDACTED]

with a copy to:

Robert M. Clark & Associates, P.C  
Attn: Robert M Clark  
5750 Genesis Ct., Suite 103  
Frisco, Texas 75034  
Telephone: [REDACTED]  
Email: [REDACTED]

9. Indemnity.

- (a) THE OWNER OF THE PROPERTY 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 NEGLIGENCE, GROSSLY NEGLIGENCE OR INTENTIONALLY WRONGFUL ACT OR OMISSION OF ANY DEVELOPER OR ANY OF EACH DEVELOPER'S OFFICERS, DIRECTORS, PARTNERS CONTRACTORS, SUBCONTRACTORS, EMPLOYEES, REPRESENTATIVES, AGENTS, SUCCESSORS, ASSIGNEES, VENDORS, GRANTEES, TRUSTEES, LICENSEES, INVITEES OR ANY OTHER THIRD PARTY FOR WHOM DEVELOPER IS LEGALLY RESPONSIBLE, IN ITS/THEIR PERFORMANCE OF THIS AGREEMENT, REGARDLESS OF THE JOINT OR CONCURRENT NEGLIGENCE OF WYLIE (HEREINAFTER "CLAIMS"). DEVELOPER IS 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 DEVELOPER IN FULFILLING EACH DEVELOPER'S 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 DEVELOPER'S OBLIGATION TO DEFEND WYLIE OR AS A WAIVER OF ANY DEVELOPER'S 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, Statutes 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) **THE PARTIES ACKNOWLEDGE AND AGREE THAT:**

(i) **THE OBLIGATIONS REQUIRED BY THIS AGREEMENT TO BE PERFORMED BY ANY PARTY, 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) **THE OWNER OF THE PROPERTY SHALL INDEMNIFY AND HOLD HARMLESS WYLIE FROM AND AGAINST ANY CLAIMS AND SUITS OF THIRD PARTIES, INCLUDING BUT NOT LIMITED TO, ANY OF OWNER OF THE PROPERTY'S PARTNERS, OFFICERS, DIRECTORS, EMPLOYEES, REPRESENTATIVES, AGENTS, SUCCESSORS, ASSIGNEES, VENDORS, GRANTEEES OR TRUSTEES, BROUGHT PURSUANT TO OR AS A RESULT OF THIS SECTION.**

(b) **EACH OF DEVELOPER AND DUTCH BROS COFFEE SHOP DEVELOPER RELEASES WYLIE FROM ANY AND ALL CLAIMS OR CAUSES OF ACTION BASED ON EXCESSIVE OR ILLEGAL EXACTIONS.**

(c) **EACH OF DEVELOPER AND DUTCH BROS COFFEE SHOP 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 Property, 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 OF DEVELOPER AND DUTCH BROS COFFEE SHOP 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 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. Binding Effect. This Agreement shall be binding upon and inure to the benefit of Wylie, Developer Dutch Bros Coffee Shop Developer, and their respective successors and assigns.
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. 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.
27. Other. Notwithstanding anything to the contrary in this Agreement, this Agreement shall be void, and of no further force and effect, if the Property is not sold and conveyed to the Dutch Bros Coffee Shop Developer on or before September 7, 2021. In the event that the Property is not sold and conveyed to the Dutch Bros Coffee Shop Developer on or before September 7, 2021, then upon an affirmative showing by the current property owner that the sale and conveyance did not occur, Wylie will take such steps as are necessary to establish that this Agreement is void, including executing and recording a release in the public records.

*[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: \_\_\_\_\_  
Chris Holsted, 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 Chris Holsted, known to me to be one of the persons whose names are subscribed to the foregoing instrument; he acknowledged to me that he is the City Manager and duly authorized representative 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 \_\_\_\_\_, 2021.

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

2819 WEST FM544 VENTURES, LLC,  
a Texas limited liability company

By: Myers Commercial, Inc.,  
A Texas corporation,  
Its Managing member

By: [Signature]  
Robert L. Myers, President

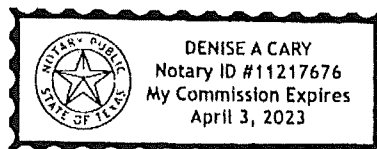
Date: July 20, 2021

STATE OF TEXAS       §  
                                  §  
COUNTY OF DALLAS   §

BEFORE ME, the undersigned authority, on this day personally appeared Robert L. Myers, President of Myers Commercial, Inc., the managing member of 2819 West FM544 Ventures, LLC, 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 20<sup>th</sup> day of July, 2021.

[Signature]  
Notary Public, State of Texas  
My Commission Expires: 4/3/23



MMCG DBR DFW, LLC,  
a Texas limited liability company

By: 

Eric Reed  
(Name Printed)


Title: Manager

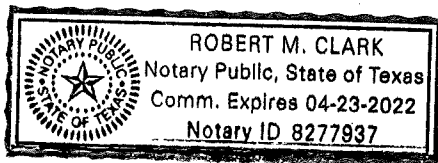
Date: 7-20-21

STATE OF TEXAS       §  
                                  §  
COUNTY OF COLLIN   §

BEFORE ME, the undersigned authority, on this day personally appeared Eric Reed, Manager of MMCG DBR DFW, LLC, a Texas limited liability company, 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 20<sup>th</sup> day of July, 2021.

  
Notary Public, State of Texas  
My Commission Expires: 4/23/22



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

TRACT 1:

Being a tract of land situated in the Moses Sparks Survey, Abstract No. 849 and being known as Lot 2 of McCords Little Six Subdivision, an unrecorded subdivision in the City of Wylie, Collin County, Texas, and being a portion of the same tract of land conveyed to Marylon Williams, by deed recorded in instrument No. 20070723001011140, of the Official Public Records of Collin County, Texas, and being more particularly described as follows:

Commencing from an TxDot monument found for corner, said corner being in the intersection of the North line of F.M. Road No. 544 (120 foot right-of-way) and being in the East line of Springwell Parkway (90 foot right-of-way) and being the Southwest corner of a tract of land conveyed to The Watts Family Trust, by deed recorded in Volume 5670, Page 2080, Deed Records, Collin County, Texas;

Thence North 89 degrees 40 minutes 09 seconds East, along the North line of said F.M. Road No. 544, a distance of 83.72 feet to a point for corner, said corner being the Southeast corner of said Watts tract and being the Point of Beginning;

Thence North 00 degrees 15 minutes 14 seconds West, along the East line of said Watts tract, a distance of 209.80 feet to a point for corner, said corner being the Northeast corner of said Watts tract and being in the South line of a 10 foot alley (unimproved);

Thence South 84 degrees 36 minutes 48 seconds East, along the South line of said alley, a distance of 19.50 feet to a point for corner;

Thence North 00 degrees 30 minutes 48 seconds West, continuing along the South line of said alley, a distance of 5.00 feet to a point for corner;

Thence South 84 degrees 37 minutes 10 seconds East, continuing along the South line of said alley, a distance of 86.02 feet to a point for corner, from which a 1/2 inch iron rod found for witness bears a bearing and distance of South 84 degrees 37 minutes 10 seconds East, 86.02 feet, said corner being the Northwest corner of Lot 3, Block 1 of McCord's 3 Addition, an addition to the City of Wylie, Collin County, Texas, according to the map or plat thereof recorded in Volume 2015, Page 246 of the Map Records of Collin County, Texas;

Thence South 00 degrees 16 minutes 13 seconds East, along the West line of said Lot 3, a distance of 204.30 feet to a point for corner, from which a 1/2 inch iron rod found for witness bears a bearing and distance of North 89 degrees 40 minutes 09 seconds East, 339.02 feet, said corner being the Southeast corner of said Lot 3 and being in the North line of said F.M. Road No. 544;

Thence South 89 degrees 40 minutes 09 seconds West, along the North line of said F.M. Road No. 544, a distance of 105.05 feet to the Point of Beginning and containing 21,909 square feet or 0.50 acre tract of land.

TRACT 2:

Being a lot, tract or parcel of land situated in the Moses Sparks Survey, Abstract No. 849, City of Wylie, Collin County, Texas, and being a portion of a tract of land conveyed to The Watts Family Trust by deed recorded in Volume 5670, Page 2080, Deed Records, Collin County, Texas, and being more particularly described by metes and bounds as follows:

BEGINNING at an Aluminum Disk found along the North right of way line of W. F.M. Road No. 544 (120 foot right of way), and said corner being along the North line of a tract of land conveyed to State of Texas by deed recorded in Volume 4308, Page 2404, Deed Records, Collin County, Texas;

THENCE North 45 degrees 42 minutes 00 seconds West, a distance of 28.03 feet to a point for corner, and said corner being along the East right of way line of Springwell Parkway (90 foot right of way);

THENCE North 00 degrees 20 minutes 58 seconds West along the East right of way line of said Springwell Parkway, a distance of 205.52 feet to a point for corner, said corner being along a 10 foot alley;

THENCE South 84 degrees 36 minutes 48 seconds East along the South right of way line of said 10 foot alley, a distance of 90.02 feet to a point for corner;

THENCE South 00 degrees 30 minutes 48 seconds East, a distance of 5.00 feet to a point for corner;

THENCE South 84 degrees 36 minutes 48 seconds East, a distance of 14.50 feet to a point for corner, and said corner being the Northwest corner of a tract of land conveyed to Marylon Williams by deed recorded in Instrument No. 20070723001011140, Official Public Records, Collin County, Texas;

THENCE South 00 degrees 15 minutes 14 seconds East along the West line of said Williams tract, a distance of 209.80 feet to a point for corner, and said corner being along the North right of way line of said W. F.M. Road No. 544;

THENCE South 89 degrees 40 minutes 09 seconds West along the North right of way line of W. F.M. Road No. 544, a distance of 83.72 feet to the POINT OF BEGINNING and containing 22,578 square feet or 0.52 acres of land.

**Exhibit B**  
**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. 2019-23, 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