

RESOLUTION NO. 2022-02R

A RESOLUTION OF THE BOARD OF DIRECTORS OF WYLIE NORTHEAST SPECIAL UTILITY DISTRICT OF COLLIN COUNTY, TEXAS, APPROVING A NON-STANDARD SERVICE CONTRACT FOR COMMERCIAL DEVELOPMENT TO FURNISH WATER UTILITY SERVICE TO CAREFREE COVERED RV STORAGE LOCATED ON AZTEC TRAIL; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Wylie Northeast Special Utility District (the "District") is a political subdivision of the State of Texas created under authority of Section 59, Article XVI, Texas Constitution, and operating pursuant to Chapters 49 and 65 of the Texas Water Code; and

WHEREAS, the District holds Certificate of Convenience and Necessity No. 10192 granting the District sole authority to own and operate a retail public water utility system in a defined service area covering part of Collin County, Texas; and

WHEREAS, Carefree Covered RV Storage Wylie, LLC, an Oregon limited liability company ("Developer"), intends to develop a covered recreational vehicle storage facility on two tracts of land situated within the Leroy Farmer Survey, Abstract Number 334, and the M. Morris Survey, Abstract Number 561, Collin County, Texas, each tract being a portion of a called 8.033 acre tract of land conveyed to M. R. McFarland and wife Janine McFarland by a Special Warranty Deed filed for record in Volume 3990 at Page 2361 of the Deed Records of Collin County Texas (the "Development"); and

WHEREAS, the service address for the Development is 3835 Aztec Trail, Wylie, Texas 75098, which is located within the District's certificated water service area; and

WHEREAS, Developer delivered a non-standard service application to the District to obtain potable water service for the Development and the Board of Directors finds that it is in the best interests of the District to provide the requested service to the Development according to the terms of the attached Non-standard Service Contract for Commercial Development.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF WYLIE NORTHEAST SPECIAL UTILITY DISTRICT THAT:

SECTION 1. Recitals Incorporated. The findings and recitations contained in the above recitals are incorporated herein by reference.

SECTION 2. Approval of Contract. The attached Non-standard Service Contract for Commercial Development by and between the District and Developer is hereby approved and the President of the Board is hereby authorized to execute the contract for and on behalf of the District.

SECTION 3. Effective Date. This Resolution shall become effective from and after its passage by the Board of Directors of the District.

PASSED and ADOPTED on the 11th day of April, 2022, by the Board of Directors of Wylie Northeast Special Utility District.



Jimmy C Beach
Jimmy C. Beach, President

ATTEST:

Lance Ainsworth

Lance Ainsworth, Secretary,
or Amanda Horst, Assistant Secretary

APPROVED AS TO FORM

James W. Wilson
James W. Wilson, Attorney

AFTER RECORDING RETURN TO:
Copeville SUD
P.O. Box 135
Copeville, TX 75121

**NON-STANDARD SERVICE CONTRACT
FOR COMMERCIAL DEVELOPMENT**

***Carefree Covered RV Storage
(Aztec Trail Tract)***

This Non-standard Service Contract For Commercial Development ("Contract") is entered into by and between **Wylie Northeast Special Utility District** ("District"), a political subdivision of the State of Texas created under the authority of Section 59, Article XVI of the Texas Constitution, and **Carefree Covered RV Storage Wylie, LLC**, an Oregon limited liability company ("Developer").

PREAMBLE

WHEREAS, the Public Utility Commission of Texas or its predecessor agency issued Certificate of Convenience and Necessity No. 10192 authorizing the District to own and operate a retail public water utility system within a defined service area in Collin County;

WHEREAS, Developer owns two tracts of land described in a Special Warranty Deed from Double up Investment, LLC to Carefree Covered RV Storage Wylie, LLC and recorded in Clerk's File No. 20210715001431910 of the Official Public Records of Collin County, Texas, and being more particularly described by metes and bounds in the attached Exhibit "A" (the "Property");

WHEREAS, Developer is developing the Property as a commercial covered recreational vehicle storage facility;

WHEREAS, the Property is situated in the District's certificated water service area and Developer has applied to the District to obtain potable water service;

WHEREAS, Developer agrees to design and install internal water distribution lines, a 2-inch service connection, a dedicated 6-inch fire-line, and a vault at the northwest corner of the Property (the "Service Facilities"), and the District agrees to install a 2-inch water meter at the service connection to meter domestic water use; and

WHEREAS, to provide the level of service requested by Developer the District will install an 8-inch water main across the north frontage of the Property parallel to County Road 303 (a/k/a Aztec Trail) and Developer agrees to convey a 15-foot-wide easement and right-of-way on the Property to accommodate the 8-inch water main.

NOW THEREFORE, KNOW ALL MEN BY THESE PRESENTS, that for and in consideration for the mutual promises hereinafter expressed and other good and valuable consideration, the sufficiency of which is hereby acknowledged by the parties, Developer and the District agree as follows:

1. **Adoption of Preamble.** The parties agree that all representations and matters stated in the preamble of this Contract are true and correct and the same are hereby incorporated into the body of this Contract by this reference for all purposes.

2. **Service Investigation Fee.**

(a) **Initial Payment.** Developer has paid an initial Service Investigation Fee in the amount of \$1,000.00 to the District to cover its administrative expenses and fees for legal and engineering services incurred to investigate the District's ability to provide water service to the Property including, without limitation, expenses and fees incurred for: (i) reviewing and approving plats, plans and specifications; (ii) obtaining or determining cost estimates for construction; (iii) advertising and accepting bids for construction; (iv) preparing a non-standard service contract between the District and Developer; and (v) obtaining or providing other services as required by the District for such investigation.

(b) **Subsequent Payments/Refund.** The District will refund the remaining balance of the Service Investigation Fee, if any, upon completing its investigation, including the completion of all legal and engineering services associated with processing Developer's nonstandard service request. If the fee paid by Developer proves insufficient to pay all expenses incurred by the District in performing the service investigation, Developer shall pay or reimburse the District for such additional expenses following delivery of a written request and receipts documenting the amount in excess of the initial service investigation fee payment. The District shall have no obligation to complete processing Developer's non-standard service request until the requested payment or reimbursement has been paid.

3. **Engineering and Installing the Service Facilities.**

(a) **Water Plans.** Developer shall retain, at Developer's expense, a Texas Licensed Professional Engineer to design the Service Facilities in compliance with the applicable District service policies and requirements of the Texas Commission on Environmental Quality. The District's engineer must approve the resulting water plans prior to installation of the Service Facilities.

(b) **Installation.** Developer shall select a qualified contractor to install the Service Facilities in compliance with the approved water plans. Developer must also install double check detector assemblies downstream from the 2-inch meter and 6-inch fire line. Developer must allow the District to perform a customer service inspection upon request by the District.

(c) **Conveyance.** As a condition of service Developer must convey the Service Facilities to the District. The District's attorney will draft the conveyance instrument for execution by the parties. Upon execution of the conveyance instrument by both parties the will District assume ownership of the vault and its contents.

(d) Maintenance and Repair. The District's obligation to maintain and repair the Service Facilities terminates at the vault. Developer is solely responsible for maintaining and repairing the Service Facilities downstream from the vault.

4. Water Main and Easement. The District will design and install the 8-inch water main across the north frontage of the Property at The District's expense. As a condition of service, Developer must grant a 15-foot-wide easement on the Property to the District authorizing the District to enter upon the Property to install, inspect, maintain, repair, replace, and remove the 8-inch water main.

5. Connection and Service Fees.

(a) Connection Fees. Prior to receiving service to the Property, Developer must pay (i) a Connection Fee of **\$1,477** for a 2-inch meter and service connection, (ii) an Activation Fee of **\$75**, and (iii) a Customer Service Inspection Fee of **\$50**.

(b) Deposit. Developer must also pay a deposit in the amount of **\$1,000** prior to receiving service to the Property.

(c) Monthly Service Charges; Other Fees. Developer agrees to pay monthly water usage charges and any other fee or charge specified in the District's Rate Order.

6. Permanent Water Service. Upon completion of the Service Facilities and payment of the connection and service fees described in paragraph 5 about, the District will initiate and provide continuous and adequate water service to the Property subject to Developer complying with all service rules and regulations of the District including payment of monthly service charges as set forth in the District's Rate Order.

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|-----|-------------------------|--|
| (a) | <u>Service address.</u> | 3835 Aztec Trail
Wylie, Texas 75098 |
| (b) | <u>Billing address:</u> | 3151 Parker Road
Wylie, Texas 75098 |
| (c) | <u>Contact person.</u> | Dan Brown |
| (d) | <u>Cell phone:</u> | (602) 320-8686 |
| (e) | <u>Email address.</u> | dan@bargainstorage.com |

7. Entire Agreement. This Contract together a prior waterline relocation agreement between the parties, a copy of which is attached hereto as Exhibit "B", constitute the entire agreement between the parties relative to the Property and subject matter of this Contract. All prior agreements, covenants, representations, or warranties, whether oral or in writing, between the parties are merged herein.

8. **Successors and Assigns.**

(a) **Right to Assign.** The rights and obligations of Developer under this Contract may not be assigned without the prior written consent of the District, which consent shall not be unreasonably withheld. ***Assignees and successors of Developer must file a new non-standard service application for commercial service to the Property to prevent an interruption of service.***

(b) **Reference.** Every reference to Developer in this Contract includes the successors and assignees of Developer unless context clearly indicates otherwise.

9. **Governing Law.** This Contract shall be construed under and in accordance with the laws of the State of Texas and all obligations of the parties are expressly deemed performable in Collin County, Texas.

10. **No Waiver of Immunity.** Nothing in this Contract shall be construed as a waiver of governmental immunity by the District or as a waiver of official immunity by District officials and representatives.

11. **Exhibits.** The attached Exhibits "A" and "B" are incorporated herein by reference for all purposes.

12. **Authority to Execute.** The signatories hereto represent and affirm that they have authority to execute this Contract on behalf of the respective parties hereto.

13. **Effective Date.** This Contract shall be effective from and after the date of its execution by both Developer and the District.

IN WITNESS WHEREOF each of the parties has caused this Contract to be executed by its duly authorized representative in multiple copies, each of equal dignity, on the date or dates indicated below.

EXECUTED on the _____ day of _____, 2022.

DISTRICT:

WYLIE NORTHEAST SPECIAL UTILITY DISTRICT,
a political subdivision of the State of Texas

By: _____
Jimmy C. Beach, President

EXECUTED on the _____ day of _____, 2022.

DEVELOPER:

CAREFREE COVERED RV STORAGE WYLIE, LLC,
an Oregon limited liability company

By: BPT Management, LLC,
an Oregon limited liability company,
its Manager

By: Business Property Trust, LLC,
d/b/a Oregon BPT, LLC,
an Oregon limited liability company,
its Sole Member

By: _____
Barry Raber, Manager

EXHIBIT "A"

TRACT 1

A TRACT OF AND SITUATED WITHIN THE LEROY FARMER SURVEY, ABSTRACT NUMBER 334 AND THE M. MORRIS SURVEY, ABSTRACT NUMBER 561, COLLIN COUNTY, TEXAS, AND BEING A PORTION OF A CALLED 8.033 ACRE TRACT OF LAND CONVEYED TO M. R. MCFARLAND AND WIFE JANINE MCFARLAND BY A SPECIAL WARRANTY DEED AS FILED FOR RECORD IN VOLUME 3990 AT PAGE 2361 OF THE DEED RECORDS OF COLLIN COUNTY TEXAS. SAID TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT A 1/2" REBAR FOUND, IN AZTEC TRAIL (CO. RD. NO. 303), FOR THE COMMON NORTH CORNER OF THE TRACT OF LAND HEREIN DESCRIBED AND A CALLED 2.308 ACRE TRACT OF LAND CONVEYED TO M. R. AND J. MCFARLAND BY A DEED FILED FOR RECORD IN VOLUME 3994 AT PAGE 1934 OF THE DEED RECORDS OF COLLIN COUNTY, TEXAS;

THENCE SOUTH 89 DEGREES 19 MINUTES 59 SECONDS EAST, ALONG THE NORTH BOUNDARY LINE OF THE ABOVE-MENTIONED 8.033 ACRE TRACT, 229.39 FEET TO THE NORTHEAST CORNER OF THE TRACT OF LAND HEREIN DESCRIBED;

THENCE SOUTH 00 DEGREES 02 MINUTES 54 SECONDS EAST, PASSING AT 30.00 FEET A 1/2" REBAR WITH A CAP MARKED "REF. COR RPLS 4967" SET FOR A REFERENCE CORNER AND CONTINUING FOR A TOTAL DISTANCE OF 761.85 FEET TO 1/2" REBAR WITH A CAP MARKED "RPLS 4967" SET FOR THE SOUTHEAST CORNER OF THE TRACT OF LAND HEREIN DESCRIBED ON THE COMMON BOUNDARY LINE OF THE AFOREMENTIONED 8.033 ACRE TRACT AND A TRACT OF LAND CONVEYED TO J. AND M. VERMILLION U BY A DEED FILED FOR RECORD IN VOLUME 4246 AT PAGE 2684 OF THE DEED RECORDS OF COLLIN COUNTY, TEXAS;

THENCE SOUTH 89 DEGREES 58 MINUTES 55 SECONDS WEST, ALONG THE AFOREMENTIONED COMMON BOUNDARY LINE AND THE NORTH BOUNDARY LINE OF A TRACT OF LAND CONVEYED TO B. R. & R. C. WILLIAMS BY A DEED FILED FOR RECORD IN VOLUME 1465 AT PAGE 898 OF THE DEED RECORDS OF COLLIN COUNTY, TEXAS, 228.63 FEET TO A 1/2" REBAR FOUND FOR THE COMMON SOUTH CORNER OF THE TRACT OF LAND HEREIN DESCRIBED AND THE ABOVE-MENTIONED CALLED 2.008 ACRE TRACT;

THENCE NORTH 00 DEGREES 06 MINUTES 15 SECONDS WEST, ALONG THE COMMON BOUNDARY LINE OF THE TRACT OF LAND HEREIN DESCRIBED AND THE AFOREMENTIONED CALLED 2.008 ACRE TRACT 764.59 FEET TO THE POINT OF BEGINNING.

SAID TRACT OF LAND CONTAINING 174.777 SQUARE FEET OR 4.012 ACRES, MORE OR LESS.

TRACT 2

A TRACT OF LAND SITUATED WITHIN THE LEROY FARMER SURVEY, ABSTRACT NUMBER 334, AND THE M. MORRIS SURVEY, ABSTRACT NUMBER 561, COLLIN COUNTY, TEXAS, AND BEING A PORTION A CALLED 8.033 ACRE TRACT OF LAND CONVEYED TO M. P. MCFARLAND AND WIFE JASMINE MCFARLAND BY A SPECIAL WARRANTY DEED AS FILED FOR RECORD IN VOLUME 3990 AT PAGE 2361 OF THE DEED RECORDS OF COLLIN COUNTY, TEXAS. SAID TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METE AND BOUNDS AS FOLLOWS:

BEGINNING AT A 1/2" REBAR FOUND, IN AZTEC TRAIL (CO. RD. NO. 303), FOR THE COMMON NORTH CORNER OF THE TRACT OF LAND HEREIN DESCRIBED AND A CALLED 3.99 ACRE TRACT OF LAND CONVEYED TO M. R. AND J. MCFARLAND BY A DEED FILED FOR RECORD IN VOLUME 3981 AT PAGE 1310 OF THE DEED RECORDS OF COLLIN COUNTY, TEXAS;

THENCE SOUTH 00 DEGREES 02 MINUTES 54 SECONDS EAST, ALONG THE COMMON BOUNDARY LINE OF THE TRACT OF LAND HEREIN DESCRIBED AND THE AFOREMENTIONED CALLED 3.99 ACRE TRACT, 759.10 FEET TO A 1/2" REBAR FOUND FOR THEIR COMMON SOUTH CORNER ON THE NORTH BOUNDARY LINE OF A TRACT OF LAND CONVEYED TO J. A. AND J. E. CLAYTON BY A DEED FILED FOR RECORD IN VOLUME 4161 AT PAGE 2427 OF THE DEED RECORDS OF COLLIN COUNTY, TEXAS;

THENCE SOUTH 89 DEGREE 58 MINUTES 56 SECONDS WEST ALONG THE COMMON BOUNDARY LINE OF THE TRACT OF LAND HEREIN DESCRIBED, THE AFOREMENTIONED CLAYTON TRACT AND A TRACT OF LAND CONVEYED TO J. AN M. VERMILLION BY A DEED FILED FOR RECORD IN VOLUME 4246 AT PAGE 2684 OF THE DEED RECORDS OF COLLIN COUNTY, TEXAS, 229.83 FEET TO A 1/2" REBAR WITH A CAP MARKED "RPLS 4967" SET FOR THE SOUTHWEST CORNER OF THE TRACT OF LAND HEREIN DESCRIBED;

THENCE NORTH 00 DEGREES 02 MINUTES 54 SECONDS WEST PASSING AT 731.85 FEET A 1/2" REBAR WITH A CAP MARKED "REF COR RPLS 4967" SET FOR A REFERENCE CORNER AND CONTINUING FOR A TOTAL DISTANCE OF 761.85 FEET TO THE NORTHWEST CORNER OF THE TRACT OF LAND HEREIN DESCRIBED ON THE NORTH BOUNDARY LINE OF THE ABOVE-MENTIONED CALLED 8.033 ACRE TRACT OF LAND;

THENCE SOUTH 89 DEGREES 19 MINUTES 59 SECONDS EAST, ALONG THE NORTH BOUNDARY LINE OF THE AFOREMENTIONED CALLED 8.033 ACRE TRACT OF LAND, 229.84 FEET TO THE POINT OF BEGINNING.



WYLIE NORTHEAST SPECIAL UTILITY DISTRICT

745 PARKER ROAD • P.O. BOX 1029 • WYLIE, TX 75098

PHONE 972.442.2075 • FAX 972.429.9413

EXHIBIT "B"

November 19, 2021

Carefree Covered RV Storage Wylie LLC
3835 Aztec Trail
Wylie, TX 75098

RE: Relocation of Waterline under pavement

Dan Brown,

Carefree Covered RV Storage Wylie LLC has requested to move Wylie NE SUD's 8" C900 waterline to accommodate the construction of a detention pond for future drainage.

Wylie NE SUD has agreed to allow the Carefree Covered RV Storage Wylie LLC utility contractor to do the work under WNE SUD supervision, using WNE SUD specifications and testing procedures.

As the waterline will be placed under pavement, it is understood, that Wylie NE SUD will not be responsible for repairing or replacing any pavement that may be disturbed or altered in the event WNE SUD needs to excavate the 8" C900 waterline. WNE SUD will fill and compact the excavation site with native soil and gravel.

11-19-2021

Chester Adams
General Manager, Wylie NE SUD

Date

11/19/21

Signature

Date

Carefree Covered RV Storage Wylie, LLC
By: BPT Management, LLC
Its Manager
By: Business Property Trust, LLC
Its Member

Printed Name By: Barry Raber, Manager

Office