

**RESOLUTION NO. 2023-03R**

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 PARKER ROAD; 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 II, LLC, an Oregon limited liability company ("Developer"), intends to develop a covered recreational vehicle storage facility on two tracts of land described in a General Warranty Deed from Shobhana Patel, LLC to Carefree Covered RV Storage Wylie II, LLC and recorded in Clerk's File No. 20211208002490820 of the Official Public Records of Collin County, Texas (the "Development"); and

WHEREAS, the service address for the Development is 3151 Parker Road, 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 8<sup>th</sup> day of May, 2023, by the Board of Directors of Wylie Northeast Special Utility District.




ATTEST:

A handwritten signature in blue ink, appearing to read "Lance Ainsworth", written over a horizontal line.

Lance Ainsworth, Secretary,  
or Amanda Horst, Assistant Secretary

A handwritten signature in blue ink, appearing to read "Jimmy C. Beach", written over a horizontal line.  
Jimmy C. Beach, President

APPROVED AS TO FORM:

A handwritten signature in blue ink, appearing to read "James W. Wilson", written over a horizontal line.  
James W. Wilson, Attorney

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

***Carefree Covered RV Storage - Parker Road***

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 II, 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; and

WHEREAS, Developer owns two tracts of land described in a General Warranty Deed from Shobhana Patel, LLC to Carefree Covered RV Storage Wylie II, LLC and recorded in Clerk's File No. 20211208002490820 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"); and

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

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; and

WHEREAS, to provide the level of service requested by Developer the District will install, at the District's expense, a 12-inch water main across the northeasterly frontage of the Property parallel to Farm to Market Road 2514 (a/k/a Parker Road) and Developer agrees to convey a permanent 20-foot-wide easement and right-of-way on the Property to accommodate the 12-inch water main, which the District will install at its expense; and

WHEREAS, Developer agrees to design and install all internal water distribution lines and appurtenances at Developer's expense; and

WHEREAS, the District agrees to install on the Property, at the District's expense, a 2-inch service connection and meter for domestic water service at or near the location shown on the attached Exhibit "B;" and

WHEREAS, the District agrees to install on the Property, at the District's expense, a tap for a 4-inch fire suppression line at or near the location shown on the attached Exhibit "B," and Developer shall install the 4-inch fire line together with a detectable double check valve in the riser room at Developer's expense; and

WHEREAS, the above-described 2-inch service connection and 4-inch tap shall hereinafter be collectively referred to as the "Service Facilities;" and

WHEREAS, the District agrees to install on the Property, at the District's expense, a fire hydrant at or near the location shown on the attached Exhibit "B."

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** 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) **Design.** The District's engineer designed the Service Facilities in compliance with applicable District service policies and requirements of the Texas Commission on Environmental Quality.

(b) **Installation.** The District will install the Service Facilities in accordance with the District's duly adopted Standard Details. Developer shall install water transmission

lines and appurtenances downstream from the Service Facilities. Developer must allow the District to perform a customer service inspection upon request by the District.

(c) Maintenance and Repair. The District's obligation to maintain and repair the Service Facilities terminates at the 2-inch meter and 4-inch tap. Developer is solely responsible for maintaining and repairing the internal water transmission lines and appurtenances downstream from the Service Facilities.

4. Water Main and Easement. The District will design and install the 12-inch water main across the north frontage of the Property at The District's expense. As a condition of service, Developer must grant a 20-foot-wide easement on the Property to the District authorizing the District to enter upon the Property to install and maintain the 12-inch water main.

5. Connection Fees, Deposit, and Monthly Service Charges.

(a) Connection Fees. Prior to receiving service to the Property, Developer must pay to the District a Connection Fee in the amount of **\$1,575**. Developer must also pay a Filing Fee of **\$100**, an Activation Fee of **\$75**, and a Customer Service Inspection Fee of **\$50**.

(b) Deposit. Developer must pay a deposit in the amount of **\$500** prior to receiving service to the Property.

(c) Monthly Service Charges; Other Fees. Developer agrees to pay monthly base and 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 Fees and Deposit 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.

- |     |                         |  |
|-----|-------------------------|--|
| (a) | <u>Service address.</u> | 3830 Parker Road<br>Wylie, Texas 75098 |
| (b) | <u>Billing address:</u> | 3151 Parker Road<br>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 constitutes 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.

*[SIGNATURE PAGES TO FOLLOW]*

EXECUTED on the \_\_\_\_\_ day of \_\_\_\_\_, 2023.

**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"**  
**Legal Description**

**Tract 1:**

Being a tract of land situated in the William Spurgin Survey, Abstract No. 808, Collin County, Texas, same being a portion of a tract of land conveyed to Kevin O. Coles and wife, Daphne P. Coles, by deed recorded in Instrument No. 94-0033790, Official Public Records of Collin County, Texas, and being more particularly described by metes and bounds as follows:

BEGJNNJNG at a 5/8 inch iron rod found for corner, said corner being an "ell" corner of Parker Road (public right-of-way), and being the beginning of a non-tangent curve turning to the left, with a radius of 890.02 feet, a delta angle of 06 degrees 12 minutes 31 seconds, a chord bearing of South 35 degrees 28 minutes 59 seconds East, and a chord length of 96.40 feet;

THENCE along said curve to the left, along the West line of said Parker Road, an arc length of 96.44 feet to a point for corner, said corner lying on the West line of Lot 38, Block 1, of QUAIL CREEK ADDITION, an Addition to Collin County, Texas, according to the Plat thereof recorded in Volume B, Page 170, Map Records of Collin County, Texas, together with Certificate of Correction of Error filed June 4, 1979, recorded in Volume 1175, Page 694, Deed Records of Collin County, Texas;

THENCE South 02 degrees 30 minutes 00 seconds West, along the said West line of Lot 38, a distance of 220.05 feet to a point for corner, said corner being the said Southwest corner Lot 38, and lying on the North line of Lot 35, Block 1, of said Quail Creek Addition;

THENCE South 88 degrees 56 minutes 44 seconds West, along the said North line of Lot 35, a distance of 1461.42 feet to a 1/2 inch iron rod found for corner, said corner being the Northwest corner of Lot 29, Block 1, of said Quail Creek Addition, and being the Southeast corner of Lot 28, Block 1, of Quail Creek Addition;

THENCE North 01 degrees 02 minutes 41 seconds West, along the said East line of Lot 28, a distance of 299.31 feet to a 5/8 inch iron rod found for corner, said corner being the said Northeast corner of Lot 28, and lying on the South line of Lot 8, Block C, of Vista Oaks Addition, Phase 2, an Addition to Collin County, Texas, according to the Plat thereof recorded in Volume Q, Page 248, Map Records of Collin County, Texas;

THENCE North 88 degrees 53 minutes 46 seconds East, along the said South line of Lot 8, passing at a distance of 153.52 feet to a 1/2 inch iron rod found on-line for reference, and continuing a distance of 206.75 feet to a 1/2 inch iron rod found on-line for reference, and continuing a total distance of 360.27 feet to a 1/2 inch iron rod found stamped "CBG Surveying" for corner, said corner being the Southeast corner of Lot 7, Block C, of said Vista Oaks Addition, Phase 2, and being the Southwest corner of Lot 5, Block C, of Vista Oaks Addition, Phase 1, an Addition to Collin County, Texas, according to the Plat thereof recorded in Cabinet 0, Page 640, Map Records of Collin County, Texas;

THENCE North 88 degrees 58 minutes 19 seconds East, along the said South line of Lot 5, a distance of 1060.23 feet to the POINT OF BEGINNING and containing 437,865 square feet or 10.05 acres of land.

**Tract 2:**

Being a portion of Lot 38, Block 1, of QUAIL CREEK ADDITION, an Addition to Collin County Texas, according to the Plat thereof recorded in Volume B, Page 170, Map Records of Collin County, Texas, together with Certificate of Correction of Error filed June 4, 1979, recorded in Volume 1175, Page 694, Deed Records of Collin County, Texas, same being a portion of a tract of land conveyed to Kevin Coles and wife, Daphne Coles, by deed recorded in Volume 3975, Page 1054, Deed Records of Collin County, Texas, and being more particularly described by metes and bound as follows:

BEGINNING at a 5/8 inch iron rod found for corner, said corner being the Southwest corner of Parker Road (public right-of-way), and lying on the North line of Lot 36, Block 1, of said Quail Creek Addition;

THENCE South 88 degrees 56 minutes 44 seconds West, along the said North line of Lot 36, a distance of 236.48 feet to a point for corner, said corner being the Southeast corner of a tract of land conveyed to Kevin O. Coles and wife, Daphne P. Coles, by deed recorded in Instrument No. 94-0033790, Official Public Records of Collin County, Texas;

THENCE North 02 degrees 30 minutes 00 seconds East, along the said East line of Coles tract (94-0033790), a distance of 220.05 feet to a point for corner, said corner lying on the said West line of Parker Road, and being the beginning of a non-tangent curve turning to the left, with a radius of 890.03 feet, a delta angle of 03 degrees 00 minutes 48 seconds, a chord bearing of South 40 degrees 05 minutes 39 seconds East, and a chord length of 46.80 feet;

THENCE along said curve to the left, along the said West line of Parker Road, an arc length of 46.81 feet to a 5/8 inch iron rod found for corner;

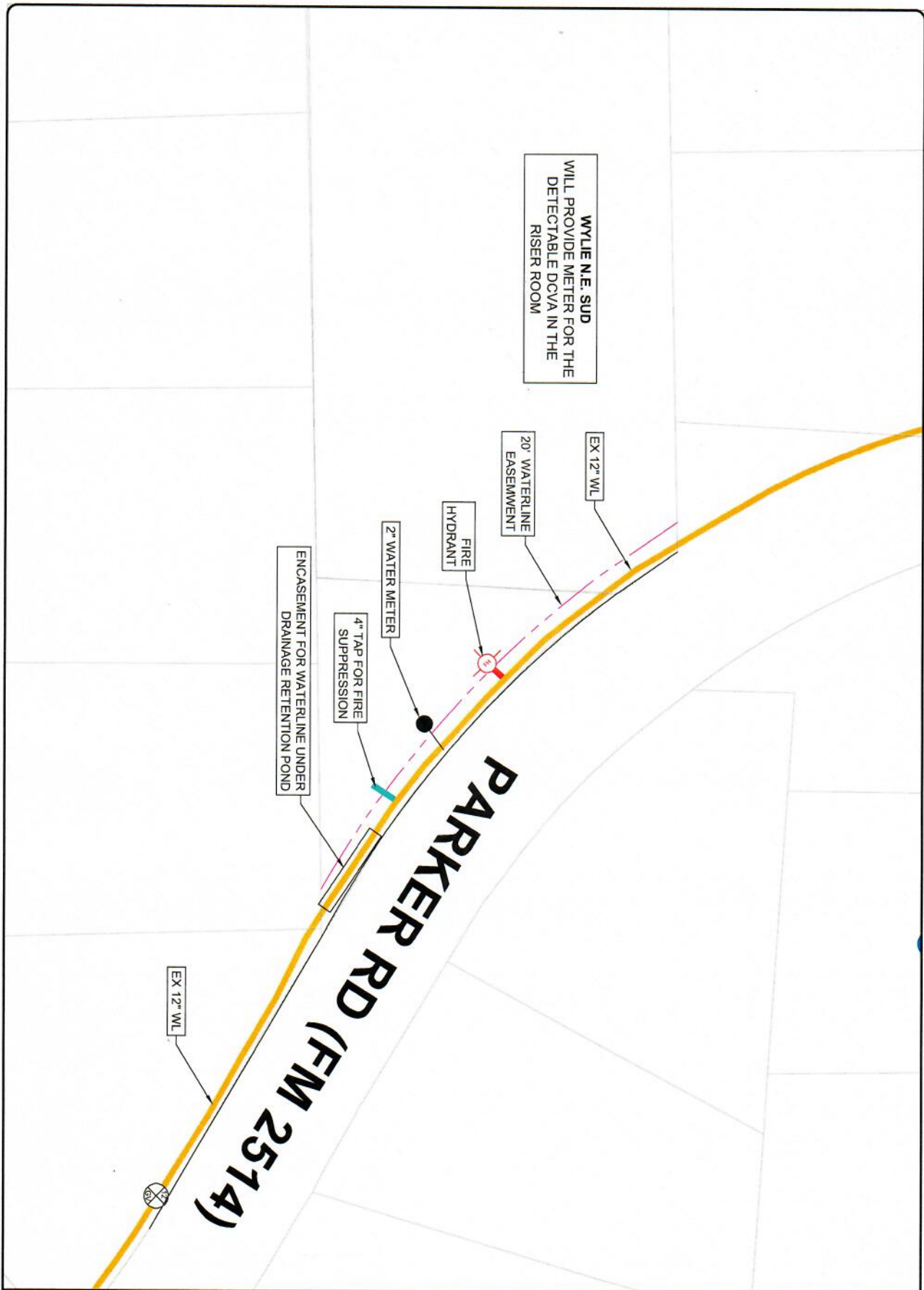
THENCE South 41 degrees 36 minutes 03 seconds East, along the said West line of Parker Road, a distance of 127.86 feet to a 5/8 inch iron rod found for corner;

THENCE South 46 degrees 39 minutes 05 seconds East, along the said West line of Parker Road, a distance of 69.63 feet to a 5/8 inch iron rod found for corner;

THENCE South 55 degrees 07 minutes 42 seconds East, along the said West line of Parker Road, a distance of 30.00 feet to a 5/8 inch iron rod found for corner;

THENCE South 62 degrees 23 minutes 28 seconds East, along the said West line of Parker Road, a distance of 41.26 feet to the POINT OF BEGINNING and containing 22,747 square feet or 0.52 acres of land.

**EXHIBIT "B"**



WATER SERVICE REQUEST  
FOR  
WYLIE N.E. SPECIAL UTILITY DISTRICT  
COLLIN COUNTY, TEXAS

CAREFREE RV - PARKER RD

NOT TO SCALE

118 McKinney St. • P.O. Box 606 • Farmersville, Texas 75442  
Tel: 972.784.7777  
(TXENG FIRM F-1114)

DESIGNED: E.W.D.	DATE: 04/03/23
DRAWN: M.K.W.	REVISION:
FILE: G:\Farmersville\Office\DB\CLIENTS\Wylie NE SUD\Developer\Carefree RV - Parker Rd\WL Exhibit - Carefree RV - Parker Rd	