

**RESOLUTION NO. 2023-04R**

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 THE ST. PAUL RETAIL CORNER DEVELOPMENT 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, Checkered Flag, Inc., a Texas corporation ("Developer"), intends to develop a commercial mixed-use development on three tracts of land described in a General Warranty Deed from St. Paul Holdings, LLC to St. Paul Holdings, LLC and recorded in Instrument No. 2022000146908 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 at the southeast corner of the intersection of Parker Road and Country Club Road in Wylie, Collin County, Texas, and is located wholly 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.

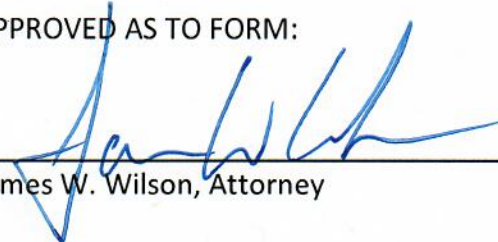


ATTEST:

  
\_\_\_\_\_  
Lance Ainsworth, Secretary,  
or Amanda Horst, Assistant Secretary

  
\_\_\_\_\_  
Jimmy C. Beach, President

APPROVED AS TO FORM:

  
\_\_\_\_\_  
James W. Wilson, Attorney

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

***St. Paul Retail Corner***

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 **St. Paul Holdings, LLC**, a Texas limited liability company ("Owner"), and **1onefirm, Inc.**, a Texas corporation, doing business as One Firm ("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, Owner owns 5.424 acres of land, more or less, situated in the M. L. Morris Survey, Abstract No. 561, Collin County, Texas, more particularly described as follows:

LOTS 1 - 4, BLOCK 1, CHECKERED FLAG ADDITION, Collin County, Texas, according to the Final Plat thereof recorded in Plat Book 2023, Pages 299-300, Plat Records, Collin County, Texas. (the "Property"); and

WHEREAS, Developer intends to develop the Property as a commercial mixed-use development; 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, Developer shall install, at Developer's expense, an 8-inch water main across the frontage of the Property parallel to Parker Road (a/k/a FM 2514) and Developer agrees to convey a permanent 10-foot-wide easement and right-of-way on the Property to accommodate the 8-inch water main; and

WHEREAS, Developer also agrees to install on the Property, at Developer's expense, two 8-inch fire lines with detectable double check valves in vaults, three 2-inch service connections and meters, and one fire hydrant at or near the locations shown on the attached Exhibit "A" (collectively, the "Service Facilities"); and

WHEREAS, an existing standard service meter on the Property will remain in service for the benefit of the Developer and Property; and

WHEREAS, following construction and acceptance of the Service Facilities by the District, the District agrees to provide continuous and adequate water service to the Property in accordance with this Contract and the District's duly adopted Rate Order.

NOW THREFORE, 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, Owner 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. **Grants of Authority to Developer by Owner.** By separate agreement Owner acknowledges and represents that Owner has granted to Developer (i) authority to develop the Property as a commercial mixed-use development and (ii) authority to act as Owner's agent on all matters related to the Property. Owner's execution of this Contract relates solely to the representations expressed in this paragraph 2.

3. **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.

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

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

(b) **Installation.** Developer shall select a qualified contractor to install the Service Facilities in compliance with the approved Utility Plan dated December 12, 2022

and prepared by Todd D. Winters, P.E. (License No. 87085), and any subsequent amendments thereto. Developer must also install on the Property, at Developer's expense, all internal water transmission lines and appurtenances downstream from the Service Facilities. Developer must allow the District to perform customer service inspections upon request by the District.

(c) Ownership. Following construction and acceptance by the District, the District shall assume ownership of the Service Facilities.

(d) Maintenance and Repair. The District's obligation to maintain and repair the Service Facilities terminates at the at the meters and fire line vaults. Developer is solely responsible for maintaining and repairing the internal water transmission lines and appurtenances downstream from the Service Facilities.

5. Water Main Easement. As a condition of service, Developer shall grant a 10-foot-wide easement on the Property by recorded plat to accommodate and to permit maintenance of the 8-inch water main by the District.

6. 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** for each of the three 2-inch meters. Developer must also pay a Filing Fee of **\$100**, an Activation Fee of **\$75**, and a Customer Service Inspection Fee of **\$50**.

(b) Deposit. Prior to receiving service to the Property, Developer must pay a Deposit in the amount of **\$500** for each of the three 2-inch meters.

(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 duly adopted Rate Order.

7. Permanent Water Service. Upon completion of the Service Facilities and payment of the Connection Fees and Deposit described in paragraph 6 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) Service address. 38539 Parker Road  
Wylie, Texas 75098

(b) Billing address: St. Paul Holdings, LLC  
Attn: Brian Berry  
2 Essex Court  
Heath, TX 75032

- (c) Contact person. Brian Berry
- (d) Cell phone: (469) 583-5976
- (e) Email address. bberry@1onefirm.com

8. **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.

9. **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.

10. **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.

11. **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.

12. **Exhibit.** The attached Exhibit "A" is incorporated herein by reference for all purposes.

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

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

15. **Deadline to Execute.** This Contract is automatically void unless executed by all parties hereto within 30 days of its approval by the District's Board of Directors.

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

EXECUTED on the 5<sup>th</sup> day of May, 2023.

**DISTRICT:**

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

By: Jimmy C Beach  
Jimmy C. Beach, President



EXECUTED on the 30th day of June, 2023.

**DEVELOPER:**

1ONEFIRM, INC.,  
a Texas corporation,  
d/b/a One Firm

DocuSigned by:  
By: Brian Berry  
7C61F6B8D8E934E7...  
Brian P. Berry, President

EXECUTED on the 30th day of June, 2023.

**OWNER:**

ST. PAUL HOLDINGS, LLC,  
a Texas limited liability company

By: BSCD Enterprises, LLC,  
a Texas limited liability company,  
its Manager

DocuSigned by:  
By: Brian Berry  
7C61F6B8D8E934E7...  
Brian P. Berry, Manager

DocuSigned by:  
By: Clay Spicer  
7A7E73086689426...  
Clay Spicer, Manager



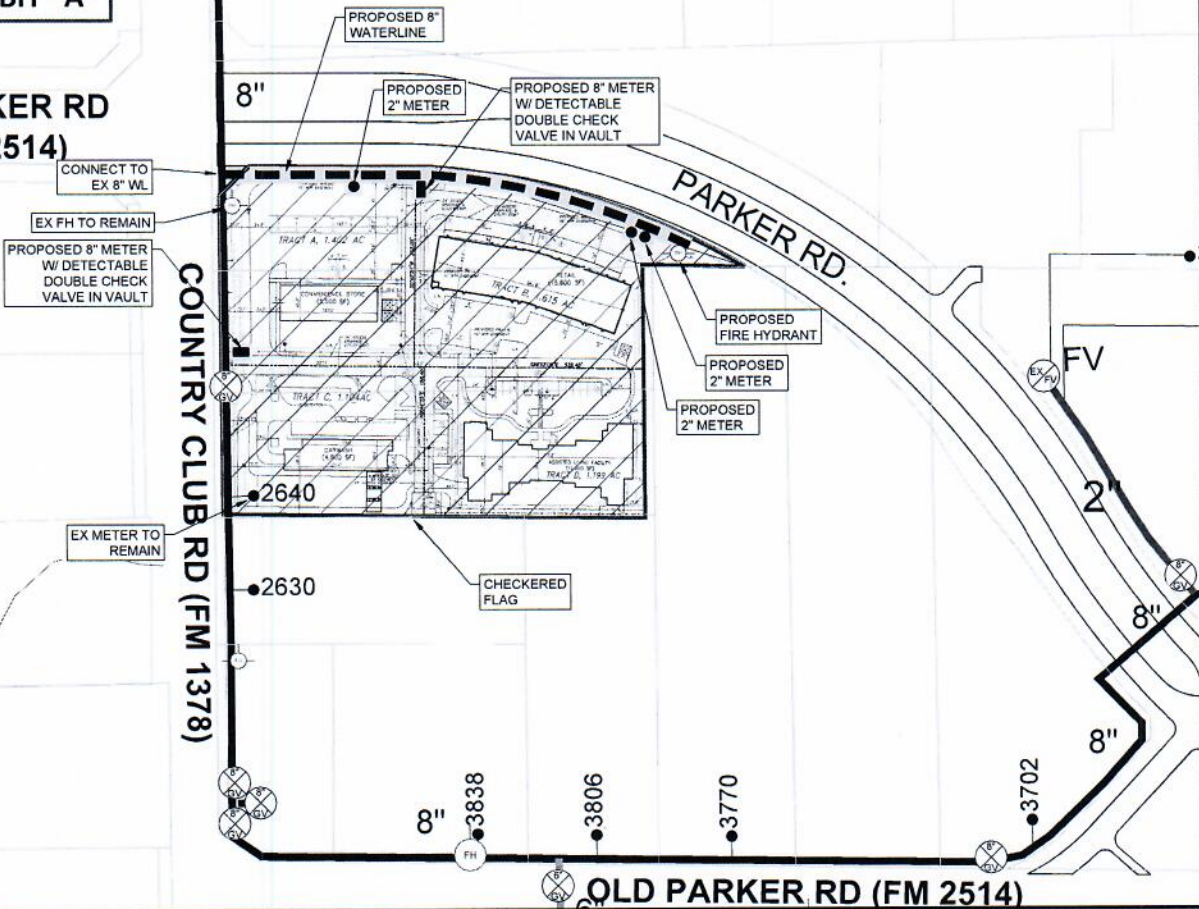
**EXHIBIT "A"**

**E. PARKER RD  
(FM 2514)**

**COUNTRY CLUB RD (FM 1378)**

**OLD PARKER RD (FM 2514)**

**PARKER RD.**



118 McKinney St. • P.O. Box 604 • Commerce, Texas 75422  
(817) 342-1114

DESIGNED BY: [blank] DATE: 03/25/23  
FILE NO: [blank] (REVISED FROM 14114)  
CHECKED BY: [blank] DATE: 03/25/23  
PROJECT: [blank]



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

CHECKERED FLAG - FM 1378/ PARKER RD

**EXHIBIT "A"**  
**Legal Description**

**TRACT 1:**

BEING SITUATED in the M. L. MORRIS SURVEY, ABSTRACT NO. 561, COLLIN County, Texas, and being a resurvey of a called 2.000 acre tract of land described in a deed to J & K Properties, Ltd., of record in Volume 5532, Page 3854, Deed Records of COLLIN County, Texas and being more particularly described by metes and bounds as follows:

BEGINNING at a 5/8 inch iron rod set for corner in the East right-of-way line of F.M. Road 1378 at the Northwest corner of said 2.000 tract;

THENCE South 89 degrees 43 minutes 00 seconds East along the North line of said 2.000 acre tract, a distance of 544.01 feet to a 5/8 inch iron rod found for corner at the Northeast corner thereof;

THENCE South 00 degrees 50 minutes 18 seconds East along the East line of said 2.000 acre tract, a distance of 160.02 feet to a 5/8 inch iron rod set for corner at the Southeast corner thereof;

THENCE North 89 degrees 43 minutes 00 seconds West along the South line of said 2.000 acre tract, a distance of 543.76 feet to a 5/8 inch iron rod set for corner at the Southwest corner thereof and being in the East right-of-way line of said F.M. Road 1378;

THENCE North 00 degrees 55 minutes 00 seconds West along the East right-of-way line of said F.M. Road No. 1378, a distance of 160.02 feet to the PLACE OF BEGINNING, and containing 1.998 acres of Land, more or less.

**TRACT 2:**

BEING situated in the M. L. MORRIS SURVEY, ABSTRACT NO. 561, COLLIN County, Texas, and being a resurvey of a called 2.000 acre tract of land described in a deed to J & K Properties, Ltd., of record in Clerk's File No. 20060418000510720, Deed Records of COLLIN County, Texas and being more particularly described by metes and bounds as follows:

BEGINNING at a 1/2 inch iron rod found for corner in the East right-of-way line of F.M. Road 1378 at the Southwest corner of said 2.000 acre tract;

THENCE North 00 degrees 55 minutes 00 seconds West along the East right-of-way line of said F.M. Road 1378, a distance of 160.02 feet to a 5/8 inch iron rod set for corner at the Northwest corner of said 2.00 acre tract;

THENCE South 89 degrees 43 minutes 00 seconds East along the North line of said 2.000 acre tract, a distance of 543.76 feet to a 5/8 inch iron rod set for corner at the Northeast corner thereof;

THENCE South 00 degrees 50 minutes 18 seconds East along the East line of said 2.000 acre tract, a distance of 160.02 feet to a 5/8 inch iron rod found for corner at the Southeast corner thereof;

THENCE North 89 degrees 43 minutes 00 seconds West along the South line of said 2.000 acre tract, a distance of 543.57 feet to the PLACE OF BEGINNING and containing 1.997 acres of land, more or less.

**TRACT 3:**

BEING a tract of land situated in M. L. Morris Survey, ABSTRACT NO. 561, of Collin County, Texas, and being a tract of land conveyed to Billy Ray & Rita C. Williams, as recorded in Volume 1465, Page 898, of the Deed records of Collin County, Texas, as shown on this survey, and being more particularly described by metes and bounds as follows:

BEGINNING at an aluminum monument found for corner, being the East corner of said William tract, and being the North corner of a tract of land conveyed to Double Up Investments, LLC, as recorded in Instrument No. 2018062700079750, of the Deed records of Collin County, Texas, and being on the South Right-of-Way line of Parker Road;

THENCE North 89 degrees 15 minutes 47 seconds West, a distance of 660.37 feet, passing a 1/2 inch iron rod found for reference and continuing a total distance of 672.61 feet to a point for corner, being the Southwest corner of said Williams tract;

THENCE North 00 degrees 10 minutes 21 seconds West, a distance of 77.35 feet to a point for corner being on the East Right-of-Way line of Southview Drive;

THENCE South 89 degrees 36 minutes 01 seconds East, a distance of 11.78 feet to a 5/8 inch iron rod found for corner;

THENCE North 00 degrees 23 minutes 59 seconds West, a distance of 3.75 feet to a point for corner from which a 1/2 inch iron rod found for reference bears North 28 degrees 33 minutes 46 seconds East, a distance of 0.38 feet;

THENCE North 45 degrees 06 minutes 51 seconds East, a distance of 52.05 feet to a 5/8 inch iron rod found for corner, being on the South Right-of-Way line of said Parker Road;

THENCE South 89 degrees 48 minutes 38 seconds East, a distance of 229.49 feet to an aluminum monument being on the South Right-of-Way line of said Parker Road, being in a curve to the right with a radius of 930.00 feet;

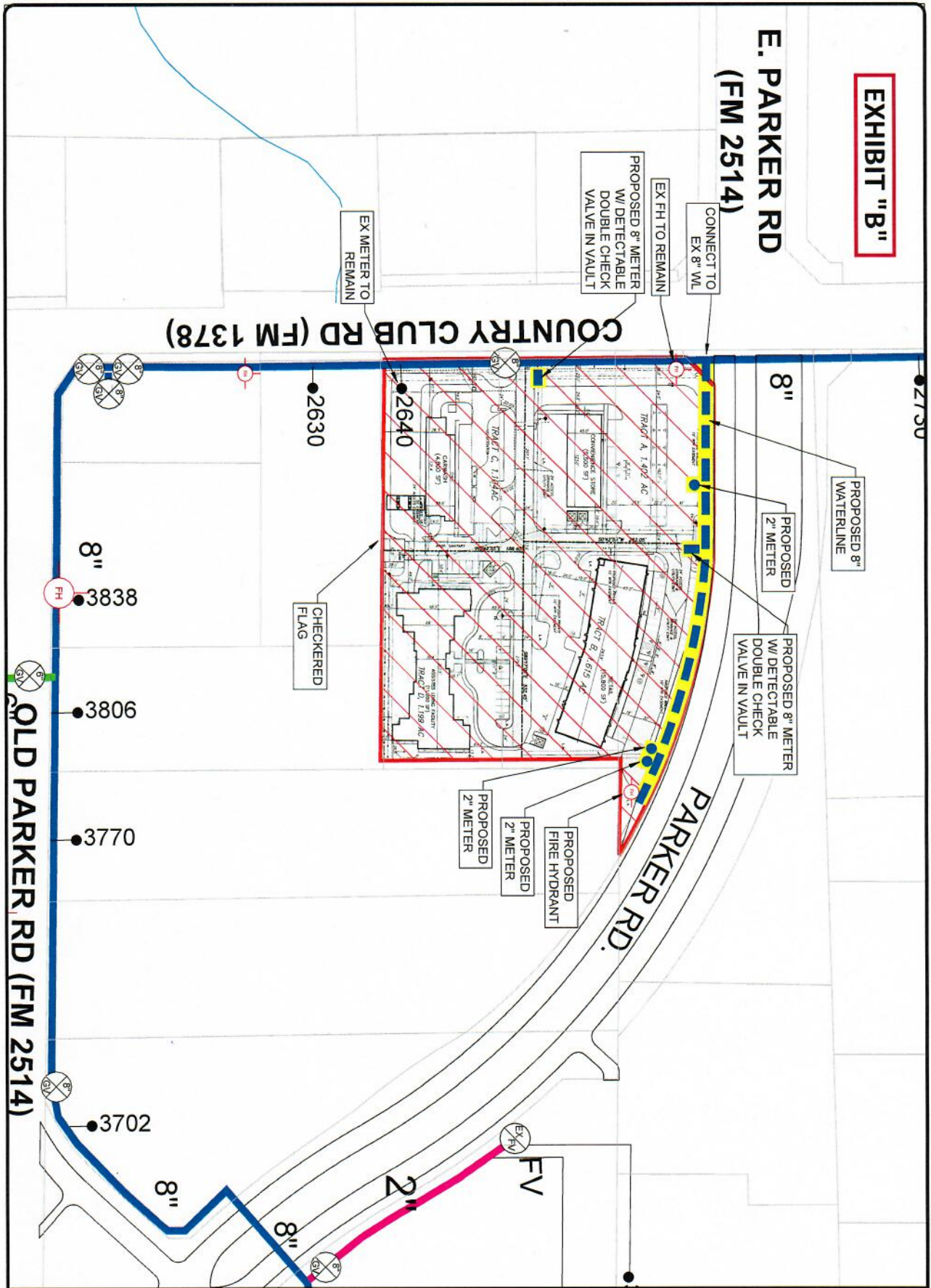
THENCE continuing along said curve, a chord bearing of South 72 degrees 20 minutes 27 seconds East, a distance of 414.18 feet, a central angle of 25 degrees 43 minutes 58 seconds, an arc length of 417.68 feet to the PLACE OF BEGINNING and containing 1.429 acres of land.

**EXHIBIT "B"**

**E. PARKER RD  
(FM 2514)**

**COUNTRY CLUB RD (FM 1378)**

**OLD PARKER RD (FM 2514)**



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

CHECKERED FLAG - FM 1378/ PARKER RD

NOT TO SCALE

**DUNAWAY**

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

DESIGNED: E.W.D.	DATE: 04/26/23
DRAWN: M.K.W.	REVISION:
FILE: G:\Farmersville\Office\B\Clients\Wylie NE SUD\Developer\Checkedred Flag\WL Exhibit -	
Checkedred Flag - FM 1378/ Parker Rd	