

RESOLUTION NO. 2021-02R

A RESOLUTION OF THE BOARD OF DIRECTORS OF WYLIE NORTHEAST SPECIAL UTILITY DISTRICT, COLLIN COUNTY, TEXAS, APPROVING THE THIRD AMENDMENT OF NON-STANDARD SERVICE CONTRACT FOR INSPIRATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Wylie Northeast Special Utility District (the "District") entered into a Non-standard Service Contract by and between and Hanover Property Company, LLC and Lavon 593 Land Investment Partners, L.P. (collectively the "Assignors"), dated September 3, 2008 (the "Contract") to provide water and sewer service to what is now the Inspiration residential subdivision; and

WHEREAS, the Assignors entered into an Assignment of Non-standard Service Contract with Collin County Water Control and Improvement District No. 3 (the "WCID"), effective March 29, 2013, under which Assignors sold, transferred, assigned and conveyed to the WCID all of Assignor's rights, obligations, and duties under the Contract, and the WCID assumed the foregoing rights, obligations, and duties of Assignors under the Contract; and

WHEREAS, the District approved the Contract assignment from Assignors to the WCID; and

WHEREAS, the District and WCID entered into a First Amendment of Non-standard Service Contract for Inspiration, dated October 14, 2014, adjusting certain payment obligations on the part of the WCID to give the District more flexibility in planning for and constructing certain water Infrastructure required to serve Inspiration; and

WHEREAS, the District and WCID entered into a Second Amendment of Non-standard Service Contract for Inspiration, dated _____, 2016, related to the District providing solid waste pickup services to residents of Inspiration; and

WHEREAS, the District and WCID desire to enter into this Third Amendment of the Contract to make further adjustments to certain WCID payment obligations to give the District and more flexibility in planning for and constructing certain water Infrastructure required to serve the Property.

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

SECTION 1. The findings and recitals stated above are incorporated herein by reference.

SECTION 2. The attached Third Amendment of Non-standard Service Contract for Inspiration is hereby approved and the President of the Board is hereby authorized to execute the contract on behalf of the District.

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

PASSED and ADOPTED on the 22nd day of March, 2021, by the Board of Directors of Wylie Northeast Special Utility District.



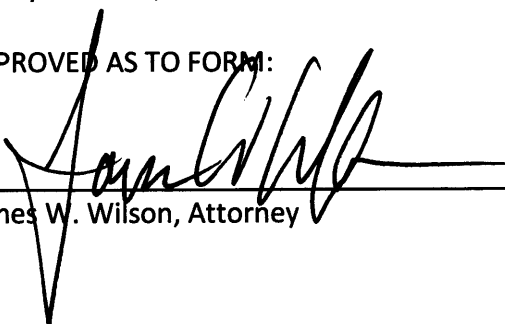
ATTEST:



Lance Ainsworth, Secretary,
or Amanda Horst, Assistant Secretary


Jimmy C. Beach, President

APPROVED AS TO FORM:


James W. Wilson, Attorney

AFTER RECORDING RETURN TO:
Wylie Northeast SUD
745 Parker Road
Wylie, Texas 75098

**THIRD AMENDMENT OF NON-STANDARD SERVICE CONTRACT
FOR INSPIRATION**

This Third Amendment of Non-standard Service Contract for Inspiration ("Third Amendment") is entered into as an amendment to the Non-Standard Service Contract by and between Wylie Northeast Special Utility District ("Wylie Northeast") and Hanover Property Company, LLC and Lavon 593 Land Investment Partners, L.P. (collectively the "Assignors"), dated September 3, 2008 (the "Contract"), setting forth terms and conditions for Wylie Northeast to provide water and sewer utility service to Inspiration, a residential development to be developed on a 592.744 acre tract of land situated in the Leroy Farmer Survey, Abstract No. 334, the Mark Morris Survey, Abstract No. 561, the Orpha Shelby Survey, Abstract No. 799, and the Josiah Turnham Survey, Abstract No. 919, Collin County, Texas (the "Property").

WHEREAS, Assignors entered into an Assignment of Non-Standard Service Contract with Collin County Water Control and Improvement District No. 3, a political subdivision of the State of Texas, operating under the provisions of Article XVI, Section 59 of the Texas Constitution and Chapters 49 and 51, Texas Water Code (the "WCID"), effective March 29, 2013, under which Assignors assigned and conveyed to the WCID all of Assignor's rights, obligations, and duties under the Contract, and the WCID assumed the foregoing rights, obligations, and duties of Assignors;

WHEREAS, Wylie Northeast has approved the Assignment of Non-Standard Service Contract between the Assignors and the WCID; and

WHEREAS, Wylie Northeast and the WCID entered into a First Amendment of Non-standard Service Contract for Inspiration, dated October 14, 2014, adjusting certain payment obligations on the part of the WCID to give Wylie Northeast more flexibility in planning for and constructing certain water Infrastructure required to serve Inspiration; and

WHEREAS, Wylie Northeast and the WCID entered into a Second Amendment of Non-standard Service Contract for Inspiration, dated _____, 2016, related to Wylie Northeast providing solid waste pickup services to residents of Inspiration; and

WHEREAS, Wylie Northeast and WCID (hereinafter collectively referred to as the "parties") desire to enter into this Third Amendment of the Contract to make further adjustments to certain WCID payment obligations to give Wylie Northeast more flexibility in planning for and constructing certain water Infrastructure required to serve the Property.

NOW, THEREFORE, know all men by these presents, that for and in consideration of the premises, and other good and valuable consideration, the receipt of which is hereby acknowledged

by the parties, Wylie Northeast and the WCID, agree as follows:

1. Attached hereto as Exhibit "A" is a modified and updated table of the proposed improvement projects and their estimated costs that Wylie Northeast's engineer has determined are reasonably necessary to provide the level of service required to serve the Project, as such term is defined in the Contract, barring any expansion of the Project. By executing this Third Amendment, the WCID acknowledges and agrees that the proposed improvement projects described in Exhibit "A" are reasonable and necessary to serve the Project.

2. Paragraph 7.01 of the Contract authorizes the WCID to expand the Project, as defined in the Contract, by (i) annexing additional land(s) located within Wylie Northeast's certificated water and sewer service areas or (ii) by obtaining Wylie Northeast's written consent to annex land located outside of Wylie Northeast's certificated service areas provided Wylie Northeast is authorized to provide service under state law. The WCID acknowledges and agrees that Wylie Northeast may further modify the proposed improvement projects and estimated costs described in Exhibit "A" as reasonably necessary to accommodate any increased service demands resulting from Project expansion.

3. Except as expressly modified by this Third Amendment, all terms and provisions of the Contract as previously amended are hereby ratified and confirmed and shall remain in full force and effect.

4. This Third Amendment is solely for the benefit of the parties to this Third Amendment and their assignees.

6. The undersigned represent and affirm that they have authority to execute this Third Amendment on behalf of the parties hereto.

7. This Third Amendment shall be effective from and upon its execution by all parties.

IN WITNESS WHEREOF Wylie Northeast and the WCID have caused this Third Amendment to be executed by their duly authorized representatives in multiple copies, each of equal dignity, on the date or dates indicated below.

[SIGNATURE PAGES TO FOLLOW]

EXECUTED on this the 22nd day of March, 2021.



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

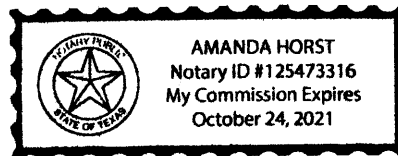
By: Jimmy C Beach
Jimmy C. Beach, President

STATE OF TEXAS §
§
COUNTY OF COLLIN §

Before me, the undersigned authority, on this day personally appeared Jimmy C. Beach, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same as the act of Wylie Northeast Special Utility District, as its President, for the purposes and consideration therein expressed.

Given under my hand and seal of office this 22nd day of March, 2021.

Amanda Horst
Notary Public, State of Texas



EXECUTED on this the _____ day of _____, 2021.

COLLIN COUNTY WATER CONTROL AND
IMPROVEMENT DISTRICT NO. 3, a political
subdivision of the State of Texas

By: _____

Name: _____

Title: _____

STATE OF TEXAS §
 §
COUNTY OF _____ §

Before me, the undersigned authority, on this day personally appeared _____,
known to me to be the person whose name is subscribed to the foregoing instrument and
acknowledged to me that s/he executed the same as the act of Collin County Water Control and
Improvement District No. 3, as its _____, for the purposes and consideration
therein expressed.

Given under my hand and seal of office this _____ day of _____, 2021.

Notary Public, State of Texas

WYLLIE NORTHEAST SPECIAL UTILITY DISTRICT

PROPOSED IMPROVEMENT PROJECTS - INSPIRATION DEVELOPMENT

QUANTITY	ITEM DESCRIPTION	ESTIMATED COST
PHASE 1: Pump Upgrade at Existing Pump Station		
2	Vertical Turbine Pumps w/ Appurtenances (AS-BID 11/17/2020)	\$ 319,100.00
	Sub-Total	\$ 319,100.00
	Contingency (10%)	\$ 31,910.00
	Estimated Construction Costs	\$ 351,010.00
	Project Engineering (10.0%)	\$ 35,101.00
	Project Inspection (2.5%)	\$ 8,775.25
	TOTAL ESTIMATED PROJECT COST - Phase 1 Improvements	\$ 394,886.25
PHASE 2: 12" PVC Water Line - FM 2515 & Butschers Block Drive		
3,250	12" C-900 PVC Water Line @ \$50.00 / L.F.	\$ 162,500.00
L.S.	12" WL Property, Road & Driveway Bores	\$ 70,000.00
L.S.	Fire Hydrants, Fittings and Valves	\$ 50,000.00
900	12" Sewer Force Main Relocation @ \$75.00 / L.F. Plus Bore	\$ 87,500.00
	Sub-Total	\$ 370,000.00
	Contingency (10%)	\$ 37,000.00
	Estimated Construction Costs	\$ 407,000.00
	Project Engineering (10.0%)	\$ 40,700.00
	Project Inspection (2.5%)	\$ 10,175.00
	TOTAL ESTIMATED PROJECT COST - Phase 2 Improvements	\$ 457,875.00

EXHIBIT "A"

QUANTITY	ITEM DESCRIPTION	ESTIMATED COST
PHASE 3: NTMWD Take-Point Facilities - COMPLETE		
1	Underground Concrete Storage Tank	\$ -
L.S.	Electrical/SCADA/Disinfection Building & Equipment	\$ -
2	Vertical Turbine Pumps w/ Appurtenances	\$ -
L.S.	Fencing, Fittings, Valves, Yardpiping, Stework, etc.	\$ -
	Sub-Total	\$ -
	Contingency (10%)	\$ -
	Estimated Construction Costs	\$ 2,190,857.52
	Project Engineering & Inspection	\$ 178,737.26
	TOTAL FINAL PROJECT COST - Phase 3 Improvements	\$ 2,369,594.78
PHASE 4: Elevated Water Storage Tank - (AS BID 11/19/2020)		
1	500,000 Gallon Concrete Composite Elevated Tank	\$ -
L.S.	Fencing, Fittings, Valves, Yard Piping, Sitework, etc.	\$ -
	Sub-Total	\$ -
	Contingency (10%)	\$ -
	As-Bid Construction Costs	\$ 2,166,000.00
	Project Engineering (7.70%)	\$ 166,782.00
	Geotechnical & Testing	\$ 1,700.00
	Project Inspection (2.5%)	\$ 54,150.00
	TOTAL ESTIMATED PROJECT COST - Phase 4 Improvements	\$ 2,388,632.00

# Connections	Project & Cost	\$/Connection	Total	Cumulative Total
158	New Meters @ \$4,100 each (less \$210 for meter cost)	\$3,890.00	\$614,620.00	
	Reimbursement to WNESUD for Capacity Provided for Service to Initial 250 Homes @ \$2,450.00 each.		(\$612,500.00)	
				\$2,120.00
1442	New Meters @ \$4,100 each (less \$210 for meter cost)	\$3,890.00	\$5,609,380.00	
	Installation of Pumps - Estimate		\$ (394,886.25)	
				\$5,216,613.75
	Installation of 12-inch Waterline - Estimate		\$ (457,875.00)	
				\$4,758,738.75
	Construction of NTMWD Take-Point - Final Cost		\$ (2,369,594.78)	
				\$2,389,143.97
	Construction of Elevated Tank - AS BID		\$ (2,388,632.00)	
				\$511.97
1600	Total Connections @ \$4,100 each			

NOTE: Remaining 245 Connections at \$385.00 each