



**Lot 1, Block A**  
**Wilmeth Road Industrial Multifamily & Townhome Addition**  
**Metes and Bounds Description**  
**29.049 Acres**

**EXHIBIT B**

**BEING** a tract of land situated in the Jospeh Crutchfield Survey, Abstract No. 203, McKinney ETJ, Collin County, Texas and being all of Lot 1, Block A, Wilmeth Road Industrial Multifamily & Townhome Addition, according to the Plat filed in Volume 2024, Page 706, Plat Records, Collin County, Texas (P.R.C.C.T.), and being more particularly described as follows:

**BEGINNING** at a 5/8-iron rod found with cap stamped "KHA" in the southeast corner of said Lot 1, same being common with a west line of a called 200.496-acres tract conveyed to Billingsly 380 North, LTD by deed recorded in Document No. 20140109000025020, Official Public Records, Collin County, Texas (O.P.R.C.C.T.), in the north right-of-way line of Wilmeth Road (County Road 124), from which a Mag nail found in the approximate centerline of Wilmeth Road (County Road 124) bears South 00°44'13" East, a distance of 60.00 feet;

**THENCE** North 89°48'48" West, with the north right-of-way line of said Wilmeth Road (County Road 124), a distance of 501.88 feet to a 5/8-inch iron rod found with cap stamped "KHA" for the southwest corner of said Lot 1, same being common with the east line of a called 15.998-acre tract of land, conveyed to Henry Land, LTD., by deed recorded in Document No 20140702000682490 O.P.R.C.C.T., from which a mag nail found in the approximate centerline of said Wilmeth Road (County Road 124), bears South 00°42'55" East, a distance of 60.01 feet;

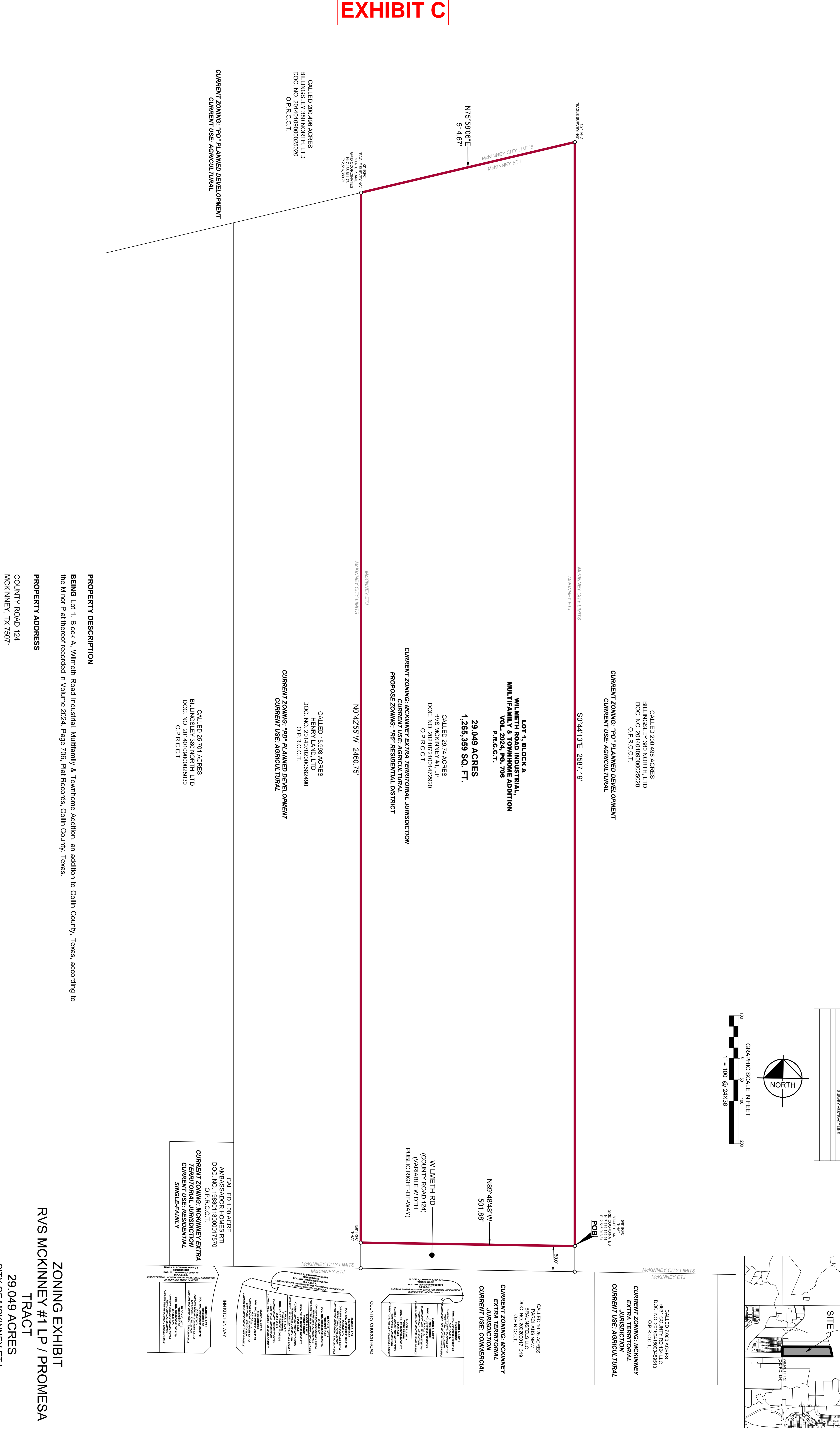
**THENCE** North 00°42'55" West, with said common line, a distance of 2,460.75 feet to a 1/2-inch iron rod found with cap stamped "Eagle Surveying" for the northwest corner of said Lot 1, in a south line of said 200.496-acre tract;

**THENCE** North 75°58'06" East, with said south line, a distance of 514.67 feet to a 1/2-iron rod found with cap stamped "Eagle Surveying" for an interior corner of said 200.496-acre tract, same being the northeast corner of said Lot 1;

**THENCE** South 00°44'13" East, with the east line of said Lot 1, same being common with a west line of said 200.496-acre tract, a distance of 2,587.19 feet to the **POINT OF BEGINNING** and containing 1,265,359 square feet or 29.049 acres of land.

**SURVEYOR NOTES:**

1. All bearings shown are based on grid north of the Texas Coordinate System of 1983, North Central Zone (4202), North American Datum of 1983. All dimensions shown are ground distances. To obtain a grid distance, multiply the ground distance by the Project Combined Factor (PCF) of 0.999984731.



# EXHIBIT D



## CITY OF MCKINNEY, TEXAS SERVICE PLAN FOR ANNEXED AREA

ANNEXATION ORDINANCE NO. \_\_\_\_\_

DATE OF ANNEXATION ORDINANCE: \_\_\_\_\_

ACREAGE ANNEXED: 29.740

This Service Plan is hereby entered into and agreed pursuant to Texas Local Government Code § 43.0672 effective the \_\_\_\_ day of \_\_\_\_\_, 2026 ("Effective Date"), by and between the **CITY OF MCKINNEY**, a Texas municipal corporation and home-rule city ("City"), and **RVS MCKINNEY #1, LP**, a Texas limited partnership, whose address is 8105 Rasor Boulevard, Suite 71, Plano, Texas 75024-0344 ("Developer") for the approximately 29.740 acres of land in the Joseph Crutchfield Survey, Abstract Number 203, Collin County, Texas, that is located in the extraterritorial jurisdiction of the City of McKinney, Collin County, Texas ("ETJ") in an area generally located in the ETJ of the City of McKinney, Collin County, Texas (the "Annexed Area").

Municipal services shall be provided to the Annexed Area upon its annexation into the corporate limits of the City of McKinney, Texas, in accordance with the following provisions and Texas Local Government Code § 43.065.

A. POLICE PROTECTION:

1. Police personnel and equipment from the McKinney Police Department shall be provided to the Annexed Area on the effective date of this ordinance.
2. Police protection services shall be provided at a level of services equal to current services available in the City, or equal to the level of services available in other parts of the City with topography, land use and population density similar to those contemplated or projected in the Annexed Area, whichever is applicable.

B. FIRE PROTECTION:

1. Fire protection and Emergency Medical Services (EMS) from the McKinney Fire Department shall be provided to the Annexed Area on the effective date of this ordinance.
2. Fire protection services shall be provided at a level of services equal to current services available in the City, or equal to the level of services available in other parts of the City with topography, land use and population density similar to those contemplated or projected in the Annexed Area, whichever is applicable.

C. FIRE PREVENTION:

The services of the City of McKinney Fire Marshal shall be provided to the Annexed Area upon the effective date of this ordinance.

*[Handwritten signature]*

## EXHIBIT D

### D. SOLID WASTE COLLECTION:

1. Solid waste collection shall be provided to the Annexed Area upon the effective date of this ordinance.
2. Solid waste collection services shall be provided at a level of service at least equal to current services available in the City, or equal to the level of services available in other parts of the City with topography, land use and population density similar to those contemplated or projected in the Annexed Area, whichever may be applicable.
3. The collection of refuse from individual properties shall be made in accordance with the usual Sanitation Department scheduling. Residential customers may utilize the North Texas Municipal Water District - McKinney Landfill in accordance with City ordinances.

### E. WATER SERVICE:

1. For portions of the Annexed Area within the City of McKinney legally certificated area (CCN) the City of McKinney shall provide water services to this Annexed Area by any of the methods by which it extends the services to any other area of the municipality. For new development, the City of McKinney requires Developer to construct the necessary infrastructure to meet the needs of the development. This requirement may also include off-site improvements.
2. The responsibility for construction of the infrastructure by the Developer is noted, in part at least, in the pending Annexation Facilities Agreement between the City of McKinney and Developer.
3. For portions of the Annexed Area within the City of McKinney legally certificated area (CCN), the City of McKinney shall allow the provision of extensions of water facilities to the Annexed Area on the effective date of this ordinance. Such extensions shall be in accordance with Section 110-1 through 110-165 of the Code of Ordinances, City of McKinney, and as amended.
4. Connection to existing city water mains for water service will be provided in accordance with existing City Policies. Upon connection to existing mains, water will be provided at rates established by City Ordinance.
5. For portions of the Annexed Area within the City of McKinney legally certificated area (CCN), water services shall be provided at a level of services at least equal to current services available in the City, or equal to the level of services available in other parts of the City with topography, land use and population density similar to those contemplated or projected in the Annexed Area, whichever may be applicable.
6. Water mains installed or improved to City standards within the Annexed Area which are part of the City of McKinney water system and are located within dedicated easements, rights-of-way, or any other acceptable location approved by the City Engineer, shall be maintained by the City of McKinney upon the effective date of this ordinance.
7. Maintenance of private lines will be the responsibility of the owner or occupant.
8. Where other water districts provide water service, the development shall still meet the City of McKinney standards for the sizing and construction of utilities.

*Handwritten initials: JEN*

## EXHIBIT D

### F. SANITARY SEWER SERVICE:

1. The City of McKinney shall provide sewer services to this Annexed Area by any of the methods by which it extends the services to any other area of the municipality. For new development, the City of McKinney requires Developer to construct the necessary infrastructure to meet the needs of the development. This requirement may also include off-site improvements.
2. The City of McKinney shall allow the provision of extensions of sanitary sewer facilities to the Annexed Area upon the effective date of this ordinance. Such extensions shall be in accordance with Section 110-1 through 110-165 of the Code of Ordinances, City of McKinney, and as amended.
3. Connection to existing city sanitary sewer mains for sewage service will be provided in accordance with existing City Policies. Upon connection to existing mains, sanitary sewer collection will be provided at rates established by City Ordinances.
4. Sanitary sewer services shall be provided at a level of services at least equal to current services available in the City, or equal to the level of services available in other parts of the City with topography, land use and population density similar to those contemplated or projected in the Annexed Area, whichever may be applicable.
5. Sanitary sewer mains and lift stations installed or improved to City Standards within the Annexed Area which are located within dedicated easement, rights-of-way, or any other acceptable location approved by the City Engineer, shall be maintained by the City of McKinney upon the effective date of this ordinance.

### G. STREETS:

1. Emergency street maintenance shall be provided for publicly dedicated streets or roads within the Annexed Area upon the effective date of this ordinance. Routine maintenance will be scheduled as part of the City's annual street maintenance program in accordance with the then current policies and procedures defined by ordinance.
2. Street services shall be provided at a level of services at least equal to current services available in the City, or equal to the level of services available in other parts of the City with topography, land use and population density similar to those contemplated or projected in the Annexed Area, whichever may be applicable.

### H. PARKS AND RECREATION:

1. The City of McKinney shall provide parks and recreation services to this Annexed Area by any of the methods by which it extends the services to any other area of the municipality. For new development, the City of McKinney requires Developer to construct hike/bike trails in keeping with the Parks Master Plan. Additionally, new developments must still satisfy the parkland dedication requirements that call for land or fees in lieu of land for park.
2. Residents within the Annexed Area may utilize all existing park and recreation facilities upon the effective date of this Ordinance. Fees for such usage shall be in accordance with current fees established by ordinance.

*UPN*

## EXHIBIT D

3. Additional park and recreation facilities shall be constructed based on Park policies defined in the ONE McKinney 2040 Comprehensive Plan as amended, and the Parks Master Plan. The general planned locations and classifications of parks will ultimately serve residents from the current city limits and residents from the Annexed Area.

### I. ENVIRONMENTAL HEALTH AND CODE ENFORCEMENT SERVICES:

1. Enforcement of current environmental health ordinances and regulations, including but not limited to, weed and brush ordinances, junked and abandoned vehicles ordinances and animal control ordinances, shall begin within the Annexed Area upon the effective date of this annexation ordinance.
2. Inspection services, including but not limited to, the review of building plans, the issuance of permits and the inspection of all buildings, plumbing, mechanical, and electrical work to ensure compliance with City Codes and Ordinances will be provided within the Annexed Area upon the effective date of this ordinance.
3. The City shall provide the level of Environmental Health and Code Enforcement Services equal to current services available in the City, or equal to the level of services available in other parts of the City with topography, land use and population density similar to those contemplated or projected in the Annexed Area, whichever may be applicable.

### J. PLANNING AND ZONING:

These areas are zoned in conjunction with the annexation pursuant to the Comprehensive Zoning Ordinance # 1270, as codified and amended in Chapter 146 of the Code of Ordinances, City of McKinney, Texas. The Future Land Use Plan or "Land Use Diagram" adopted with the ONE McKinney 2040 Comprehensive Plan as amended will serve as a guide for consideration of future zoning requests.

### K. MISCELLANEOUS:

Any city owned facility, building, or service located within the Annexed Area shall be operated and maintained by the City upon the effective date of the annexation ordinance.

### L. CAPITAL IMPROVEMENTS PROGRAM

The Annexed Area is immediately eligible for Capital Improvement Program consideration upon its annexation.

- M. Other municipal services for areas not specifically listed in Sections A-K shall be provided to the Annexed Area no later than two and one-half years after the effective date of the annexation, unless certain services cannot reasonably be provided within two and one-half years. In that case, the City shall propose a schedule for providing certain services, and the schedule shall provide for the provision of full municipal services to the Annexed Area no later than four and one-half years after the effective date of the annexation.

*[Signatures begin on following page.]*

*JPW*

## EXHIBIT D

IN WITNESS WHEREOF, the Parties have duly executed this Service Plan on the dates indicated below to be effective as of the Effective Date.

### **CITY OF MCKINNEY**

By: \_\_\_\_\_  
PAUL G. GRIMES  
City Manager

Date Signed: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
EMPRESS DRANE, TRMCC  
City Secretary  
TENITRUS PARCHMAN, TRMCC  
Deputy City Secretary

APPROVED AS TO FORM:

\_\_\_\_\_  
MARK S. HOUSER  
City Attorney

THE STATE OF TEXAS,  
COUNTY OF COLLIN

BEFORE ME, the undersigned authority, in and for said County, Texas, on this day personally appeared PAUL G. GRIMES, City Manager of the City of McKinney, a Texas Municipal Corporation, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he has executed the same on the City's behalf.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS THE \_\_\_\_\_  
DAY OF \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
Notary Public, \_\_\_\_\_ County, Texas  
My commission expires \_\_\_\_\_

*[Signatures continue on following page.]*



## EXHIBIT D

**RVS MCKINNEY #1, LP,**  
a Texas Limited Partnership,

**By and through its General Partner**  
**PROMESA ADVISORS, LLC,**  
a Texas Limited Liability Company

By: [Signature]  
VICTOR R. MENDIOLA, JR.  
Managing Member

Date Signed: 12/22/25

THE STATE OF TEXAS,  
COUNTY OF Collin

This instrument was acknowledged before me on the 22<sup>nd</sup> day of December, 2025, by VICTOR R. MENDIOLA, JR., in his capacity as Managing Member of **PROMESA ADVISORS, LLC**, a Texas Limited Liability Company, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that Promesa Advisors, LLC, is the General Partner of **RVS MCKINNEY #1, LP**, a Texas Limited Partnership, and that he executed the same on behalf of and as the act of the Limited Liability Company for and on behalf of **RVS MCKINNEY #1, LP**.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS THE 22<sup>nd</sup> DAY OF December, 2025

[Signature]  
Notary Public Collin County, Texas  
My commission expires 10-5-26

