

AN ORDINANCE OF THE TOWN OF WESTON, COLLIN COUNTY, TEXAS, AUTHORIZING THE MAYOR TO NEGOTIATE, FINALIZE, AND EXECUTE A DEVELOPMENT AGREEMENT ON BEHALF OF THE TOWN OF WESTON WITH PURPLE SAGE BESS, LLC (RWE SOLAR DEVELOPMENT LLC) FOR FUTURE ANNEXATION AND DEVELOPMENT OF A BATTERY ENERGY STORAGE SYSTEM (BESS); PROVIDING FOR RECITALS; PROVIDING FOR SAVINGS, AND SEVERABILITY CLAUSES; AND PROVIDING AN EFFECTIVE DATE OF THIS ORDINANCE.

WHEREAS, the Town of Weston, Collin County, Texas ("Town"), is a Type A general-law municipality operating under the laws of the State of Texas; and

WHEREAS, Purple Sage BESS, LLC, also known as RWE Solar Development LLC, a Delaware limited liability company ("Developer"), has proposed the development of a Battery Energy Storage System (BESS) project on property located within the Town of Weston's Town Limits and partially in the Town of Weston's extraterritorial jurisdiction ("ETJ"); and

WHEREAS, Developer intends to develop the Property for use as a battery energy storage system and ancillary uses related thereto; and

WHEREAS, the Town of Weston anticipates potential development within the Town limits and ETJ, and the Town Council finds that negotiation of the Development Agreement is in the best interest of the Town; and

WHEREAS, the Developer intends to request the Town to annex the Property in connection with the development of the BESS Project and in accordance with the terms and conditions of the Development Agreement; and

WHEREAS, the Town and Developer seek to enter into a Development Agreement pursuant to Chapter 212, Subchapter G, Texas Local Government Code authorizes municipalities to enter into development agreements relating to land use, infrastructure, annexation, standards, and related development matters; and

WHEREAS, the Council desires to authorize the Mayor to negotiate such agreement on behalf of the Town of Weston to include but not be limited to annexation, potential zoning change(s), a SITUS (380 Agreement), and a Reimbursement Agreement.

NOW, THEREFORE, BE IT ORDAINED BY THE TOWN: COUNCIL OF THE TOWN OF WESTON, TEXAS;

**SECTION 1.
INCORPORATION OF RECITALS**

The recitals set forth above are hereby found to be true and correct and are incorporated into this Ordinance as if fully set forth herein.

**SECTION 2.
AUTHORIZATION TO NEGOTIATE**

The Mayor of the Town of Weston is hereby authorized to negotiate and finalize the terms, conditions, and provisions of a Development Agreement with Purple Sage BESS, LLC (RWE Solar Development, LLC), with such revisions as deemed necessary, advisable, or appropriate in consultation with the Town Attorney and consistent with applicable state law and Town regulations and to include but not be limited to annexation, potential zoning change(s), a SITUS (380 Agreement), and a Reimbursement Agreement..

**SECTION 3.
STAFF DIRECTION**

The Town staff is authorized to assist the Mayor in negotiation, preparation, and coordination of materials related to the necessary implementation of the terms of this Ordinance and the Development Agreement.

**SECTION 4.
EFFECTIVE DATE**

This Ordinance shall take effect immediately upon adoption by the Town Council.

**Section 5.
SECTIONS SAVINGS/REPEALING CLAUSE**

All provisions of any ordinance in conflict with this Ordinance are hereby repealed; but such repeal shall not abate any pending prosecution for violation of the repealed Ordinance, nor shall the repeal prevent prosecution from being commenced for any violation if occurring prior to the repeal of the Ordinance. Any remaining portions of conflicting ordinances shall remain in full force and effect.

Section 6.
SEVERABILITY

Should any section, subsection, sentence, clause or phrase of this Ordinance be declared unconstitutional or invalid by a court of competent jurisdiction, it is expressly provided that any and all remaining portions of this Ordinance shall remain in full force and effect. Weston hereby declares that it would have passed this Ordinance, and each section, subsection, sentence, clause, or phrase thereof irrespective of the fact that any one or more sections, subsections, sentences, clauses, or phrases be declared unconstitutional or invalid.

EXECUTED THIS ____ day of December, 2025.



Jeff Metzger, Mayor Pro-Tem

ATTEST:


Suzanne Scott-DiNicola, Town Secretary