

CITY OF LAVON
ORDINANCE NO. 2021-10-03

Annexation – 205.503 acres and portions of adjacent roads – Trails of Lavon

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LAVON, TEXAS, ANNEXING THE HEREINAFTER DESCRIBED TERRITORY INTO THE CITY OF LAVON, COLLIN COUNTY, TEXAS, AND EXTENDING THE BOUNDARY LIMITS OF SAID CITY SO AS TO INCLUDE THE DESCRIBED PROPERTY WITHIN THE CITY LIMITS, AND GRANTING TO ALL THE INHABITANTS OF THE PROPERTY ALL THE RIGHTS AND PRIVILEGES OF OTHER CITIZENS AND BINDING THE INHABITANTS BY ALL OF THE ORDINANCES, RESOLUTIONS, ACTS AND REGULATIONS OF THE CITY; INCORPORATING AN EXECUTED MUNICIPAL SERVICES AGREEMENT; FINDING AND DETERMINING THAT ALL REQUIREMENTS FOR ANNEXATION INCLUDING A PUBLIC HEARING, NOTICES AND OPEN MEETINGS HAVE BEEN MET ACCORDING TO LAW; PROVIDING INSTRUCTIONS FOR FILING THIS ORDINANCE AND FOR CORRECTING THE OFFICIAL MAP AND BOUNDARIES OF SAID CITY; PROVIDING SEVERABILITY AND CUMULATIVE CLAUSES; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Lavon, Texas (“City”) is authorized, pursuant to Chapter 43 of the Texas Local Government Code to annex territory and extend the corporate limits of the City, subject to state law; and

WHEREAS, state law requires that county roads adjacent to annexation areas shall also be annexed;

WHEREAS, the property owners have requested by petition to voluntarily annex and the City desires to annex certain territory described herein (the “Property”); and

WHEREAS, all of the Property described herein is contiguous to and within the exclusive extraterritorial jurisdiction of the City; and

WHEREAS, all required notices, a public hearing, and all requirements for such annexation have been provided, held, and met in accordance with applicable law; and

WHEREAS, in accordance with Chapter 43 of the Texas Local Government Code, a Municipal Services Agreement has been executed; and

WHEREAS, the City Council of the City of Lavon finds and determines that annexation of the Property hereinafter described is in the best interests of the citizens of the City of Lavon and the owners and residents of the area.

NOW, THEREFORE BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF LAVON, TEXAS:

SECTION 1. Findings. It is hereby officially determined that the findings and recitations contained above in the preamble of this ordinance are true and correct and are incorporated herein by reference.

SECTION 2. Annexation. That the following described territory, to wit:

Being 205.503 acres of land situated in the S. Roberts Survey, Abstract No. 773 and the D. Anglin Survey, Abstract No. 2, and the portions of County Road 485, County Road 484, and County Road 483, and adjacent right-of-way abutting the property within the extraterritorial jurisdiction of the City of Lavon, Collin County, Texas, described in the attached Exhibit "A" and depicted in Exhibit "B" attached hereto and made a part hereof.

be and the same is hereby annexed into the City of Lavon, Collin County, Texas, and that the boundary limits of the City of Lavon, Texas, be and the same are hereby extended to include the above-described territory within the city limits of the City of Lavon, and that same shall hereafter be included within the territorial limits of said City and said land and the inhabitants thereof shall be hereafter entitled to all rights and privileges of all other citizens of the City of Lavon, Texas, and shall be bound by the ordinances, resolutions, acts and regulations of the City.

SECTION 3. Municipal Services Agreement. The City Council entered into a written Municipal Services Agreement with the property owner prepared in accordance with applicable provision of state law which is attached hereto as Exhibit "C" and is hereby incorporated herein by reference and adopted as part of this ordinance and the same shall govern the delivery of municipal services to the annexed territory.

SECTION 4. Official Map. The official map and boundaries of the City, previously adopted, are amended to include the Property as part of the City of Lavon. The City Secretary is directed and authorized to perform or cause to be performed all acts necessary to correct the official map of the City to add the annexed Property as required by applicable law.

SECTION 5. Severability Clause. It is hereby declared by the City Council of the City of Lavon that if any of the sections, paragraphs, sentences, clauses, phrases, words, or provisions of this ordinance should be declared unconstitutional or otherwise invalid for any reason, such event shall not affect any remaining sections, paragraphs, sentences, clauses, phrases, words, or provisions of this ordinance.

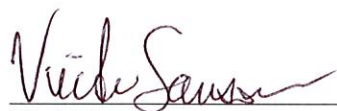
SECTION 6. Cumulative Clause. This ordinance shall be cumulative of all provisions of ordinances of the City of Lavon except where the provisions of this ordinance are in direct conflict with the provisions of such ordinances, in which event the conflicting provisions of such ordinances are hereby repealed.

SECTION 7. Public Meeting. It is hereby officially found and determined that the meeting at which this ordinance was passed was open to the public as required by law.

SECTION 8. Filing Instructions. The City Secretary is hereby directed to file a certified copy of this ordinance with the County Clerk of Collin County, Texas, and with other appropriate officials and agencies as required by state and federal law.

SECTION 9. Effective Date. This ordinance shall be in full force and effect immediately upon its passage and approval by the City Council of the City of Lavon, Texas.

DULY PASSED AND APPROVED by the City Council of the City of Lavon, Texas, this 19th day of October 2021.



Vicki Sanson
Mayor

ATTEST:



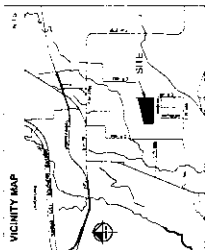
Rae Norton
City Secretary



EXHIBIT A - DESCRIPTION OF AREA

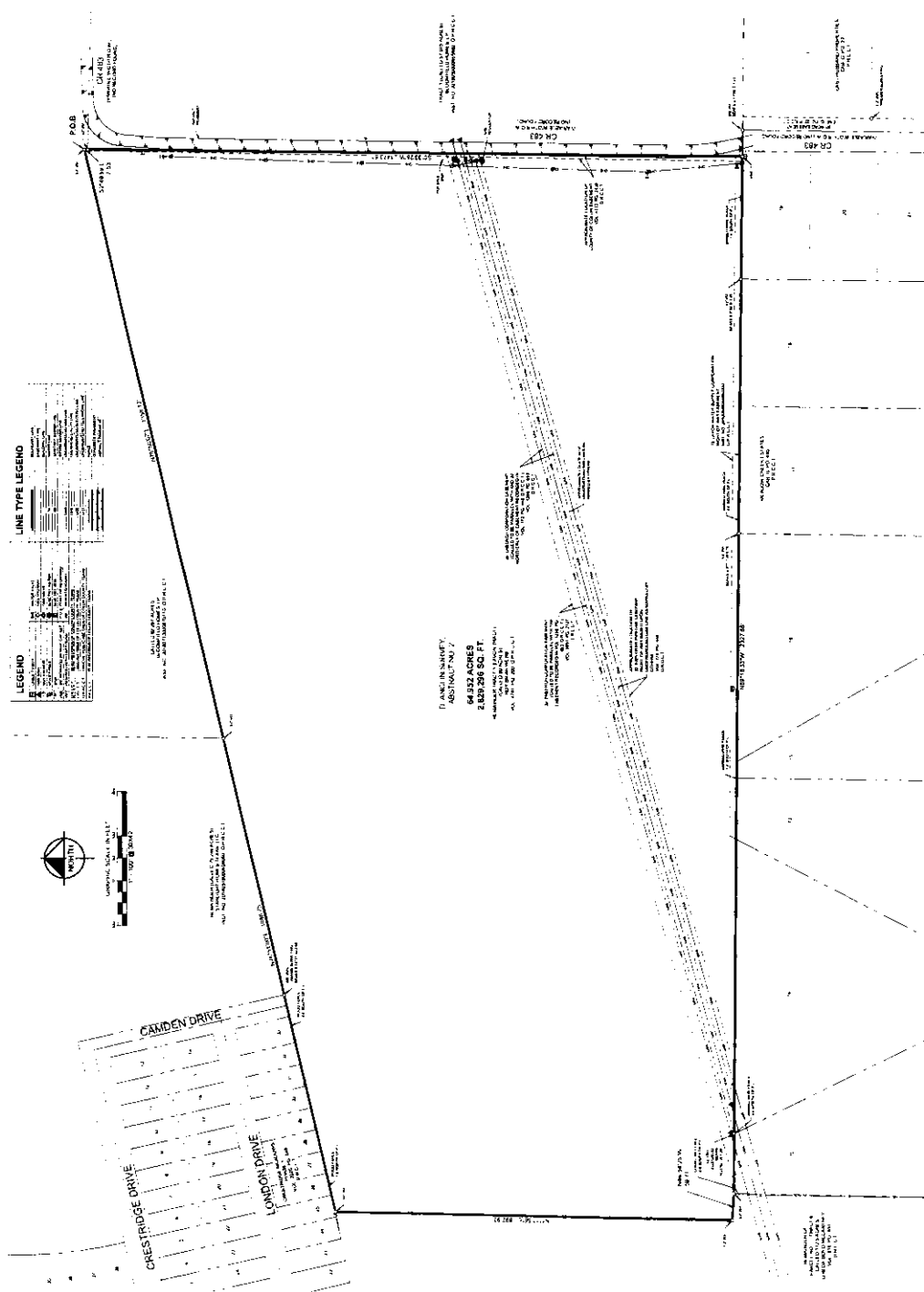
Being 205.503 acres of land situated in the S. Roberts Survey, Abstract No. 773 and the D. Anglin Survey, Abstract No. 2, and the portions of County Road 485, County Road 484, and County Road 483, and adjacent right-of-way abutting the property within the extraterritorial jurisdiction of the City of Lavon, Collin County, Texas, described in the attached Exhibit "A" and depicted in Exhibit "B" attached hereto and made a part hereof.

EXHIBIT B – MAP

[illegible]

FILM

DEPARTMENT OF JUSTICE

[illegible][illegible][illegible]

1. $\frac{1}{2} \log 2 = 0.1532$

ALTAINSP'S LAND TITLE SURVEY
64.952 ACRES
D. ANGLIN SURVEY, ABSTRACT NO. 2
COLLIN COUNTY, TEXAS

Kimley»Horn

EXHIBIT C - MUNICIPAL SERVICES AGREEMENT

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

STATE OF TEXAS)
)
COUNTY OF COLLIN)

CHAPTER 43 TEXAS LOCAL GOVERNMENT CODE
MUNICIPAL SERVICES AGREEMENT

This Municipal Services Agreement ("Agreement") is entered into pursuant to Section 43.0672 of the Texas Local Government Code by and between the City of Lavon, Texas (the "City") and the undersigned property owner(s) (the "Owner"). The term "Owner" includes all owners of the Property. City and Owner may be referred individually as a "Party" and collectively referred to as the "Parties."

WHEREAS, the Owner owns a parcel of real property (the "Property") in Collin County, Texas, legally described as _____, and more particularly described on Exhibit "A" attached hereto; and

WHEREAS, the Parties desire to enter into this Agreement pursuant to Section 43.0672 of the Texas Local Government Code in order to address the provision of municipal services to be offered to the Property on the date of annexation, and a schedule that includes the period within which the City will provide any municipal service that is not provided on the effective date of annexation, as shown in Exhibit "B" attached hereto; and

WHEREAS, the Owner and the City acknowledge that this Agreement is binding upon the City and the Owner and their respective successors and assigns for the term (defined below) of this Agreement; and

WHEREAS, this Agreement is to be recorded in the Real Property Records of Collin County.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the Parties hereto agree as follows:

Section 1. The City acknowledges and agrees that it shall provide the municipal services listed in Exhibit "B" to the Property pursuant to Chapter 43 of Texas Local Government Code upon annexation of the Property.

Section 2. The Owner acknowledges that each and every owner of the Property must sign this Agreement in order for the Agreement to take full effect, and the Owner who signs this Agreement covenants and agrees, jointly and severably, to indemnify, hold harmless, and defend the City against any and all legal claims, by any person claiming an ownership interest in the Property who has not signed the Agreement, arising in any way from the City's reliance on this Agreement.

Section 3. The Owner agrees and stipulates that such annexation of the Property is voluntary, and the Owner has submitted a petition for such annexation to the City. Furthermore, the Owner hereby waives any and all vested rights and claims that they may have under Section 43.002(a)(2) and Chapter 245 of the Texas Local Government Code that would otherwise exist by virtue of any actions Owner has taken. Owner acknowledges and stipulates that this Agreement is not a permit, as defined in Texas Local Government Code, Section 245.001(1), required by the City.

Section 4. The Parties acknowledge and agree that nothing in this Agreement shall require the City to provide a uniform level of full municipal services to each area of the City, including the annexed Property, if different characteristics of topography, land use, and population density are considered a sufficient basis for provided different levels of municipal service. Furthermore, the Parties acknowledge and agree that this Agreement will not provide any fewer services, and it will not provide a lower level of services, than were in existence in the annexed area at the time immediately preceding the annexation process.

Section 5. The Owner acknowledges that the City's codes, ordinances, regulations and policies ("Regulations") that apply throughout the City, including the Property, may be reviewed at City Hall and at www.cityoflawn.com and shall adhere to all such regulations in development of the Property.

Section 6. This Agreement shall be valid for a term of ten (10) years. Renewal of the Agreement shall be at the discretion of the City Council and must be approved by ordinance. The Owner agrees that this Agreement may be amended without the written consent or knowledge of the Owner if the City Council determines at a public hearing that changed conditions or subsequent occurrences make this Agreement unworkable or obsolete. Furthermore, the Owner acknowledges and agrees that the City Council may amend the services provided under this Agreement without the written consent of the Owner in order to conform to the changed conditions, subsequent occurrences or any other legally sufficient circumstances existing pursuant to the Local Government Code or other Texas or Federal laws that make this Agreement unworkable, obsolete or unlawful.

Section 7. Owner acknowledges and agrees that the Property to be annexed will initially be zoned AG – Agricultural pursuant to the City's Code of Ordinances, pending determination of the property's permanent zoning in accordance with the provisions of applicable law and the City's Code of Ordinances. Owner acknowledges and agrees that any subsequent rezoning of the Property will be pursuant to the Regulations of the City.

Section 8. Any notice provided or permitted to be given under this Agreement must be in writing and may be served by depositing same in the United States mail, addressed to the Party to be notified, postage pre-paid and registered or certified with return receipt requested, or by delivering the same in person to such Party via facsimile or a hand-delivery service, Federal Express or any courier service that provides a return receipt showing the date of actual delivery of same to the addressee thereof. Notice given in accordance herewith shall be effective upon receipt at the address of the addressee. For purposes of notice, the addresses of the Parties shall be as follows:

To City:

City of Lavon
Attn: City Administrator
P.O. Box 340
Lavon, TX 75166

With Copy to:

Messer, Rockefeller & Fort, P.L.L.C.
Attn: Wm. Andrew Messer
6371 Preston Road, Suite 200
Frisco, Texas 75034

To Owner:

Section 9. A certified copy of this Agreement shall be recorded in the real property records of Collin County, Texas, and this Agreement shall constitute a covenant that runs with the Property.

Section 10. If a court of competent jurisdiction determines that any covenant of this Agreement is void or unenforceable, including the covenants regarding involuntary annexation, then the remainder of this Agreement shall remain in full force and effect.

Section 11. This Agreement may be enforced by any Owner or the City by any proceeding at law or in equity. Failure to do so shall not be deemed a waiver to enforce the provisions of this Agreement thereafter. Notwithstanding the preceding terms of this section, the City does not waive immunity from suit or liability. Owner acknowledges and agrees that the only recourse against the City for breach or default of the Agreement is disannexation for failure to provide services pursuant to Chapter 43 of the Texas Local Government Code.

Section 12. Owner and City acknowledge and expressly agree that no subsequent change in the law regarding annexation shall affect the enforceability of this Agreement or the City's ability to annex the properties covered herein pursuant to the terms of this Agreement.

Section 13. The validity of this Agreement and any of its terms and provisions, as well as the rights and duties of the Parties, shall be governed by the laws of the State of Texas; and venue for any action concerning this Agreement shall be only in Collin County, Texas.

Section 14. This Agreement may be separately executed in individual counterparts and, upon execution, shall constitute one and same instrument.

Section 15. This Agreement shall survive its termination to the extent necessary for the implementation of the provisions of Sections 2, 3, 4 and 11 herein.

Section 16. This Agreement embodies the complete agreement of the Parties hereto, superseding all oral or written, previous and contemporary agreements between the Parties and relating to the matters in this Agreement and except as otherwise provided herein, cannot be modified without written agreement of the Parties to be attached to and made a part of this Agreement.

Section 17. The determinations recited and declared in the preambles to this Agreement are hereby incorporated herein as part of this Agreement.

Section 18. All exhibits to this Agreement are incorporated herein by reference for all purposes wherever reference is made to the same.

Entered into this 21 day of Sept., 2021.

SIGNATURES ON FOLLOWING PAGE(S)

CITY OF LAVON

By: Vicki Sanson

Name: Vicki Sanson

Title: Mayor

Date: 9-21-21

THE STATE OF TEXAS

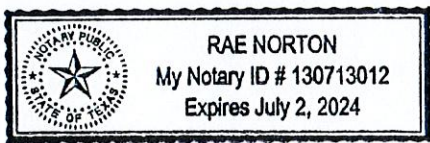
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COUNTY OF COLLIN

§

This instrument was acknowledged before me on September 21, 2021, by Vicki Sanson, Mayor of the City of Lavon, Texas on behalf of said City.



Rae Norton

Notary Public in and for the State of Texas

[SEAL]

OWNERS:

By: Carolyn McCartney Culbert

Name: Carolyn McCartney Culbert

Title:

Date: 9/13/2021

THE STATE OF TEXAS

§

§

COUNTY OF Dallas

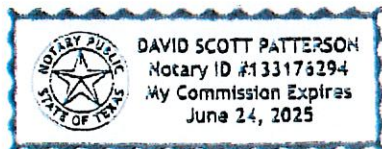
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This instrument was acknowledged before me on September 13, 2021, by Carolyn McCartney Culbert, owner of said Property.

D. Hall

Notary Public in and for the State of Texas

[SEAL]



By: _____
Name: Vicki Sanson
Title: Mayor
Date: _____

THE STATE OF TEXAS §
 §
COUNTY OF COLLIN §

This instrument was acknowledged before me on _____, 20____, by Vicki Sanson, Mayor of the City of Lavon, Texas on behalf of said City.

Notary Public in and for the State of Texas

[SEAL]

OWNERS:

By: _____
Name: Carolyn McCartney Culbert
Title: _____
Date: _____

THE STATE OF TEXAS §
 §
COUNTY OF _____ §

This instrument was acknowledged before me on _____, 20____, by Carolyn McCartney Culbert, owner of said Property.

Notary Public in and for the State of Texas

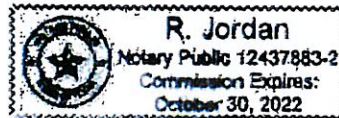
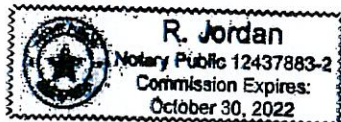
[SEAL]

By: Janet McCartney Johnson
Name: Janet McCartney Johnson

Title: owner
Date: 9-13-21

THE STATE OF TEXAS §
 §
COUNTY OF Hunt §

This instrument was acknowledged before me on September 13, 2021, by Janet McCartney Johnson, owner of said Property.



R Jordan

Notary Public in and for the State of Texas

[SEAL]

By: _____
Name: Blake Boyd McCartney
Title: _____
Date: _____

THE STATE OF TEXAS §
 §
COUNTY OF _____ §

This instrument was acknowledged before me on _____, 20____, by Blake Boyd McCartney, owner of said Property.

Notary Public in and for the State of Texas

[SEAL]

By: _____
Name: Roy Brian Webb
Title: _____

By: _____
Name: Janet McCartney Johnson
Title: _____
Date: _____

THE STATE OF TEXAS §
 §
COUNTY OF _____ §

This instrument was acknowledged before me on _____, 20____, by Janet McCartney Johnson, owner of said Property.

Notary Public in and for the State of Texas

[SEAL]

By: Blake Boyd McCartney
Name: Blake Boyd McCartney
Title: _____
Date: 9-13-21

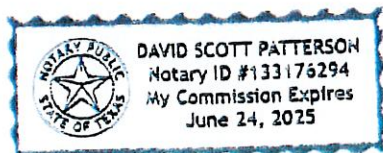
THE STATE OF TEXAS §
 §
COUNTY OF Dallas §

This instrument was acknowledged before me on September 13, 2021, by Blake Boyd McCartney, owner of said Property.

D. Patterson

Notary Public in and for the State of Texas

[SEAL]



By: Roy Brian Webb
Name: Roy Brian Webb
Title: owner
Date: 9/15/2021

THE STATE OF TEXAS §
 §
COUNTY OF JONES §

This instrument was acknowledged before me on September 15, 2021, by Roy Brian Webb, owner of said Property.

Stacey Sloan

Notary Public in and for the State of Texas



By: _____
Name: Andrea Kay Campbell
Title: _____
Date: _____

THE STATE OF TEXAS §
 §
COUNTY OF _____ §

This instrument was acknowledged before me on _____, 20____, by Andrea Kay Campbell, owner of said Property.

Notary Public in and for the State of Texas

[SEAL]

By: _____
Name: Roy Brian Webb
Title: _____
Date: _____

THE STATE OF TEXAS §
 §
COUNTY OF _____ §

This instrument was acknowledged before me on _____, 20____, by Roy Brian Webb, owner of said Property.

Notary Public in and for the State of Texas

[SEAL]

By: Andrea Kay Campbell
Name: Andrea Kay Campbell
Title: Owner
Date: 9-15-2021

THE STATE OF ^{Virginia} ~~TEXAS~~ §
 §
COUNTY OF Cherokee §

This instrument was acknowledged before me on September 15, 2021, by Andrea Kay Campbell, owner of said Property.

JENNIFER MICHELLE KANTOWSKI
NOTARY PUBLIC
REG. #7647062

COMMONWEALTH OF VIRGINIA
MY COMMISSION EXPIRES MARCH 31, 2023

Jennifer Michelle Kantowski
Notary Public in and for the State of ~~Texas~~ Virginia

[SEAL]

EXHIBIT "A"
Property Description and Depiction

TRACT 1:

BEING a tract of land situated in the S. Roberts Survey, Abstract No. 773 and the D. Anglin Survey, Abstract No. 2, Collin County, Texas and being all of a called 30.000 acre tract of land described as Parcel No. 1 – Tract 5 – Monkey Run West and all of a called 112.5 acre tract of land described as Parcel No. 1 – Tract 6 – Monkey Run East in a Partition Deed to O'Reda Boyd McCartney, as recorded in Volume 816, Page 651 of the Deed Records of Collin County, Texas, and also being all of a called 0.55 acre tract of land described in a Warranty Deed to O'Reda Boyd McCartney, as recorded in Volume 2262, Page 152 of the Deed Records of Collin County, Texas and being more particularly described as follows:

BEGINNING at a 1/2 inch iron rod found for the northwest corner of said Tract 6, common to the southwest corner of a called 5.000 acre tract of land described in a deed to Thomas Moon, as recorded in Instrument No. 96-0085000 of the Official Public Records of Collin County, Texas, being on the easterly line of a called 10.239 acre tract of land described in a deed to Scott Goodwin and Kathy Goodwin, as recorded in Instrument No. 95-0043368 of the Land Records of Collin County, Texas, and in County Road No. 484, a variable width right-of-way, no record found;

THENCE North 79°37'10" East, departing said County Road No. 484 and the easterly line of said 10.239 acre tract, along the northerly line of said Tract 6 and the southerly line of said 5.000 acre tract, a distance of 614.28 feet to a 1/2 inch iron rod found for corner;

THENCE North 77°36'57" East, continuing along the northerly line of said Tract 6 and the southerly line of said 5.000 acre tract, a distance of 441.96 feet to a 1/2 inch iron rod found for the southeast corner of said 5.000 acre tract, common to the southwest corner of Crestridge Meadows Phase 1, according to the plat thereof recorded in Volume 2020, Page 649 of the Plat Records of Collin County, Texas;

THENCE North 78°41'41" East, continuing along the northerly line of said Tract 6 and the southerly line of said Crestridge Meadows Phase 1, a distance of 313.41 feet to a 1/2 inch iron rod found for the northerly northeast corner of said Tract 6;

THENCE South 1°11'56" West, departing the southerly line of said Crestridge Meadows Phase 1 and along the easterly line of said Tract 6, a distance of 892.93 feet to a 1/2 inch iron rod found for an ell corner of said Tract 6, being on the southerly line of a called 90 acre tract of land described in a deed to Roy Brian Webb, as recorded in Volume 4761, Page 200 of the Official Public Records of Collin County, Texas;

THENCE South 86°58'25" East, continuing along the easterly line of said Tract 6 and along the southerly line of said 90 acre tract, a distance of 59.71 feet to a 1/2 inch iron rod found for the southerly northeast corner of said Tract 6, common to the northwest corner of Meadow Creek Estates, as recorded in Cabinet G, Page 485 of the Plat Records of Collin County, Texas;

THENCE South $1^{\circ}01'04''$ West, departing the southerly line of said 90 acres, along the easterly line of said Tract 6 and the westerly line of said Meadow Creek Estates, passing at a distance of 2765.15 feet a 1/2 inch iron rod found for the southwest corner of said Meadow Creek Estates, being on the northerly right-of-way line of County Road No. 483, a variable width right-of-way, no record found, and continuing along the same course and crossing said County Road No. 483, for a total distance of 2825.15 feet to a mag nail set in the approximate centerline of said County Road No. 483, and on the northerly line of a 60 foot wide right-of-way dedicated in the plat of Caddo Creek Estates, as recorded in Cabinet Q, Page 137 of the Plat Records of Collin County, Texas;

THENCE North $88^{\circ}52'26''$ West, along the approximate centerline of said County Road No. 483 and the northerly line of said 60 foot wide right-of-way dedication, a distance of 263.30 feet to a mag nail set for the northwest corner of said 60 foot wide right-of-way dedication;

THENCE South $0^{\circ}24'43''$ East, continuing the approximate centerline of said County Road No. 483 and along the west line of said 60 foot wide right-of-way dedication, a distance of 9.91 feet to a mag nail set for the northeast corner of a called 38.87 acre tract of land described as Sixth Tract in a deed to Lumpkin Family Partnership, Ltd., as recorded in Instrument No. 98-0114379 of the Land Records of Collin County, Texas;

THENCE North $89^{\circ}37'23''$ West, departing the westerly line of said 60 foot wide right-of-way dedication, continuing along the approximate centerline of said County Road No. 483, and along the northerly line of said 38.87 acre tract and the northerly line of a called 292.141 acre tract of land described as Tract 2 in a deed to Bear Camp Residential, LP, as recorded in Instrument No. 20210115000095820 of the Official Public Records of Collin County, Texas, a distance of 93.64 feet to a PK nail with washer stamped "Jones Carter" found at the beginning of a tangent curve to the right having a central angle of $30^{\circ}21'31''$, a radius of 600.00 feet, a chord bearing and distance of North $74^{\circ}26'37''$ West, 314.21 feet;

THENCE in a northwesterly direction, with said curve to the right, continuing along the southerly line of said Tract 2 and the approximate centerline of said County Road No. 483, an arc distance of 317.92 feet to a PK nail with washer stamped "Jones Carter" found at the beginning of a reverse curve to the left having a central angle of $10^{\circ}50'27''$, a radius of 800.00 feet, a chord bearing and distance of North $64^{\circ}41'04''$ West, 151.14 feet;

THENCE continuing in a northwesterly direction, with said curve to the left, continuing along the northerly line of said Tract 2 and the approximate centerline of said County Road No. 483, an arc distance of 151.37 feet to a PK nail with washer stamped "Jones Carter" found for the southeast corner of aforesaid 0.55 acre tract, and at the beginning of a non-tangent curve to the left having a central angle of $32^{\circ}28'27''$, a radius of 800.00 feet, a chord bearing and distance of North $85^{\circ}15'11''$ West, 447.38 feet;

THENCE continuing in a northwesterly direction, with said curve to the left, continuing along the northerly line of said Tract 2 and the approximate centerline of said County Road No. 483, and along the southerly line of said 0.55 acre tract, an arc distance of 453.42 feet to a PK nail with washer stamped "Jones Carter" found for a northwest corner of said Tract 2, common to the southwest corner of said 0.55 acre tract, same being on the southerly line of said Tract 6;

THENCE South 76°01'59" West, continuing along the approximate centerline of said County Road No. 483 and along the southerly line of said Tract 6, a distance of 174.67 feet to a mag nail set for the southwest corner of said Tract 6, being in aforesaid County Road No. 484;

THENCE North 1°04'28" East, departing the approximate centerline of said County Road No. 483, along the westerly line of said Tract 6, the easterly line of a called 35.191 acre tract of land described as Tract 1 in said deed to Bear Camp Residential, LP, and along said County Road No. 484, a distance of 1216.68 feet to a mag nail set for the northeast corner of said Tract 1, common to the southeast corner of aforesaid Tract 5;

THENCE North 88°54'08" West, departing the approximate centerline of said County Road No. 483 and the westerly line of said Tract 6, along the southerly line of said Tract 5 and the northerly line of said Tract 1, a distance of 1175.53 feet to a 5/8 inch iron rod with plastic cap stamped "KHA" set for the southwest corner of said Tract 5;

THENCE North 1°44'46" East, departing the northerly line of said Tract 1, along the westerly line of said Tract 5, passing at a distance of 0.68 feet the southeast corner of a called 3.68 acre tract of land described as Tract I in a deed to Johnny E. Sorrells, as recorded in Instrument No. 20120302000248200 of the Official Public Records of Collin County, Texas, and continuing along the same course and along the easterly line of said Tract I, passing at a distance of 1040.21 feet a 5/8 inch iron rod found for witness, and continuing along the same course, for a total distance of 1070.21 feet to a mag nail set for the northwest corner of said Tract 5, common to the northeast corner of said Tract I, being in the centerline of County Road No. 485, a variable width right-of-way, no record found;

THENCE South 89°00'14" East, along the northerly line of said Tract 5 and the centerline of said County Road No. 485, a distance of 1170.83 feet to a mag nail set for the northeast corner of said Tract 5, being on the westerly line of said Tract 6 and in the centerline of said County Road No. 484;

THENCE North 1°29'36" East, along the westerly line of said Tract 6 and the centerline of said County Road No. 484, a distance of 1026.04 feet to the **POINT OF BEGINNING** and containing 140.551 acres (6,122,385 square feet) of land, more or less.

TRACT 2:

BEING a tract of land situated in the D. Anglin Survey, Abstract No. 2, Collin County, Texas, and being the remainder of a called 90 acre tract of land described as Tract 1 (Lavon Place) in a Special Warranty Deed to Roy Brian Webb and Andrea Kay Campbell, as recorded in Volume 4761, Page 200 of the Land Records of Collin County, Texas, and being more particularly described as follows:

BEGINNING at a 1/2 inch iron rod found for the northeast corner of said 90 acre tract, common to an ell corner of a called 92.267 acre tract of land described in a deed to Bloomfield Homes, LP, as recorded in Instrument No. 20180713000870110 of the Official Public Records of Collin County, Texas;

THENCE South 2°49'59" East, along the easterly line of said 90 acre tract and the southerly line of said 92.267 acre tract, a distance of 7.53 feet to a 1/2 inch iron rod found for an exterior corner of said 92.267 acre tract, common to the northwest corner of a called 57.075 acre tract of land described as Tract 1 in a deed to Bloomfield Homes, LP, as recorded in Instrument No. 2018050000655680 of the Official Public Records of Collin County, Texas, same being on the westerly right-of-way line of County Road No. 483, a variable width right-of-way, no record found;

THENCE South 0°33'28" West, continuing along the easterly line of said 90 acre tract, along the westerly line of said 57.075 acre tract and the westerly right-of-way line of said County Road No. 483, a distance of 1473.51 feet to a 5/8 inch iron rod with plastic cap stamped "KHA" set for the southeast corner of said 90 acre tract, common to the northerly southwest corner of said 57.075 acre tract being on the northerly line of the Meadow Creek Estates, according to the plat thereof recorded in Cabinet G, Page 485 of the Plat Records of Collin County, Texas;

THENCE North 89°18'33" West, departing the westerly right-of-way line of said County Road No. 483, along the southerly line of said 90 acre tract and the northerly line of said Meadow Creek Estates, a distance of 2327.88 feet to a 1/2 inch iron rod found for the northwest corner of said Meadow Creek Estates, common to the southerly northeast corner of a called 112.5 acre tract of land described as Parcel No. 1 – Tract 6 – Monkey Run East in a Partition Deed to O'Reda Boyd McCartney, as recorded in Volume 816, Page 651 of the Deed Records of Collin County, Texas;

THENCE North 86°58'25" West, continuing along the southerly line of said 90 acre tract and along a northerly line of said Tract 6, a distance of 59.71 feet to a 1/2 inch iron rod found for an ell corner of said Tract 6;

THENCE North 1°11'56" East, departing the southerly line of said 90 acre tract and along an easterly line of said Tract 6, a distance of 892.93 feet to a 1/2 inch iron rod found for the northerly northeast corner of said Tract 6, being on the northerly line of said 90 acre tract and the southerly line of a called 75.249 acre tract of land described in a deed to Starlight Homes of Texas, LLC, as recorded in Instrument No. 20130518000609060 of the Official Public Records of Collin County, Texas;

THENCE North 76°51'00" East, along the northerly line of said 90 acre tract and the southerly line of said 75.249 acre tract, a distance of 1088.75 feet to a 1/2 inch iron rod

found for the southeast corner of said 75.249 acre tract, common to the southwest corner of said 92.267 acre tract;

THENCE North 76°50'07" East, continuing along the northerly line of said 90 acre tract and along the southerly line of said 92.267 acre tract, a distance of 1358.12 feet to the POINT OF BEGINNING and containing 64.952 acres (2,829,296 square feet) of land, more or less.

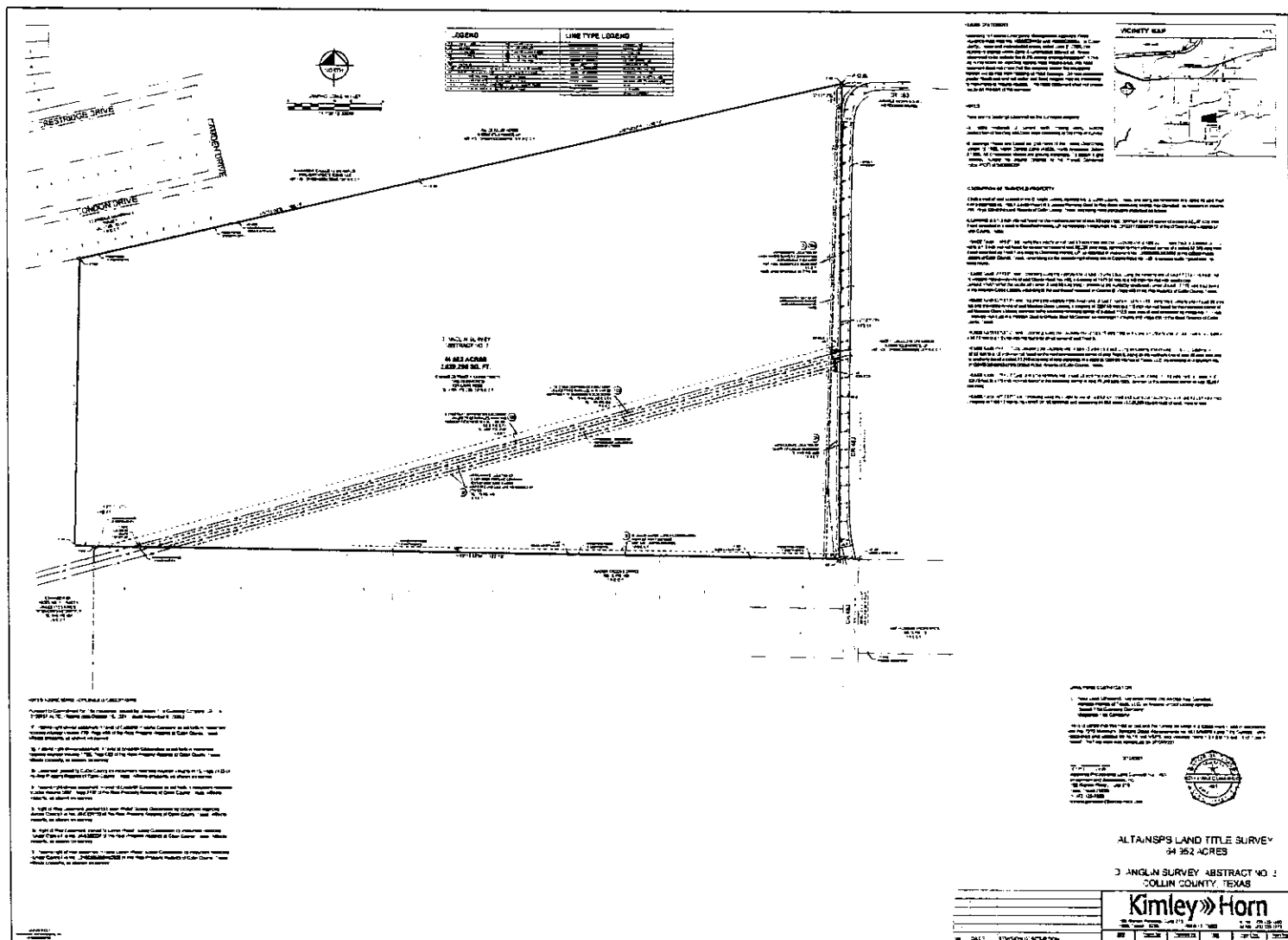


EXHIBIT "B"
Municipal Service Plan

CITY OF LAVON ANNEXATION SERVICE PLAN
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PUBLIC SAFETY SERVICES

FIRE SERVICES

Existing Services: Lavon Fire Department

Services to be Provided: On the effective date of annexation, fire suppression will be available to the area at the same or similar level as is provided to other areas of the City. Primary fire response will be provided by the Lavon Fire Department (LFD). Adequate fire suppression activities can be afforded to the annexed area within current budget appropriation. Fire prevention activities will be provided by the Fire Marshal's office as needed. The LFD is party to several Mutual Aid Agreements with area volunteer departments that will provide back-up service as appropriate.

POLICE SERVICES

Existing Services: Currently, the area is under the jurisdiction of the Collin County Sheriff's Office.

Services to be Provided: On the effective date of annexation, the City of Lavon Police Department will extend regular and routine patrol and police services to the area. It is anticipated that the implementation of police patrol activities can be effectively accommodated within the current budget and staff appropriation.

EMERGENCY MEDICAL SERVICES

Existing Services: AMR

Services to be Provided: On the effective date of annexation, the area will become a part of the area served by the Southeast Collin County EMS/Ambulance Coalition and ambulance service will be provided pursuant to the City's contract for services. Services can be provided within the current budget appropriation.

CODE ENFORCEMENT SERVICES

Existing Services: None

Services to be Provided: On the effective date of annexation, any inspection services now provided by the City (building, electrical, plumbing, gas, housing, health, etc.) will be provided in the annexed area. Services can be provided within the current budget appropriation.

MUNICIPAL SERVICES

PLANNING & ZONING SERVICES

Existing Services: None

Services to be Provided: On the effective date of annexation, the planning and zoning jurisdiction of the City will extend to the annexed area. City planning will thereafter

encompass the annexed area. Services can be provided within the current budget appropriation.

STORM DRAINAGE SERVICES

Existing Services: None

Services to be Provided: On the effective date of annexation, the City of Lavon will include the annexed area in its service area for drainage services at the same or similar level as is provided to other areas of the City, considering different characteristics of topography, land uses and population density. Services will include but are not limited to routine review and monitoring of culverts and storm sewers; flood plain design and assistance; and engineering review as the area relates to the City as a whole. Services can be provided within the current budget appropriation.

STREET SERVICES

Existing Services: None

Services to be Provided: On the effective date of annexation, the City of Lavon will provide maintenance for streets in accordance with existing City ordinances, resolutions, and regulations. Municipal services will include, but are not limited to routine maintenance, street lighting, ice and snow monitoring of major thoroughfares, and assessment of street conditions for long-term maintenance scheduling. As streets are constructed in undeveloped portions of the annexed area, the appropriate City ordinances, resolutions, and regulations of the City shall apply. Services can be provided within the current budget appropriation.

TRANSPORTATION AND TRAFFIC SERVICES

Existing Services: None

Services to be Provided: On the effective date of annexation, the City of Lavon will join Collin County and the State of Texas Department of Transportation in providing transportation-planning services to the annexed area. The area will be included in the City of Lavon's Thoroughfare Plan and will receive an enhanced voice in the Transportation Planning Process through the City of Lavon's representation on regional planning teams. Services can be provided within the current budget appropriation.

PARKS SERVICES

Existing Services: None

Services to be Provided: On the effective date of annexation, all the city's parks and recreation facilities shall be available for use by residents of the annexed area. The annexed area will be included in the park planning processes. Services can be provided within the current budget appropriation.

UTILITY SERVICES

SOLID WASTE COLLECTION SERVICES

Existing Services: None

Services to be Provided: On the effective date of annexation, the City of Lavon will provide solid waste collection and recycling services. Service is provided in accordance with City regulations and is provided as a fee-based service per contract with a private provider. Service requests and billing are administered through the City. Service shall comply with existing City policies.

WATER SERVICES

Existing Services: Bear Creek Special Utility District

Services to be Provided: Water service shall continue to be provided to the annexed area by a special utility district in accordance with existing State laws, City ordinances, resolutions, regulations, and policies. Construction of water utility-related facilities will be built in accordance with the City of Lavon construction standards.

SANITARY SEWER SERVICES

Existing Services: None

Services to be Provided: On the effective date of annexation, sanitary sewer service will be provided in accordance with applicable codes and departmental policy. Upon the completion of extension, construction, and dedication of sanitary sewer facilities, including off-site facilities, the City shall assume maintenance and service responsibilities for the sanitary sewer system in the annexed area in accordance with existing City ordinances, resolutions regulations and policies.

MISCELLANEOUS SERVICES

On the effective date of annexation, all other applicable municipal services will be provided to the area in accordance with the City of Lavon's established policies governing extension of municipal services to newly annexed areas.