

**CITY OF LAVON**  
**ORDINANCE NO. 2022-05-02**

Annexation – 40 acres, Boyd Farm

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LAVON, TEXAS, ANNEXING THE HEREINAFTER DESCRIBED TERRITORY IN THE EXTRATERRITORIAL JURISDICTION OF THE CITY OF LAVON INTO THE CORPORATE LIMITS OF THE CITY OF LAVON, 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 AMENDING 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**, the property owner has 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 in accordance with Texas Local Government Code Sec. 43.0673 on the 19<sup>th</sup> day of April, 2022 and May 3, 2022 at Lavon City Hall, 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 (the “City Council”) 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 part of the W. A. S. Bohannon Survey, Abstract No. 121, being all of a called 40 acre tract of land conveyed to Betty Boyd Skelton by deed recorded in Volume 4996, Page 5221 of the Deed Records of 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, and that the boundary limits of the City, be and the same are hereby extended to include the above-described territory within the city limits of the City, 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, 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. 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 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 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.

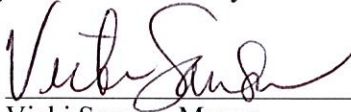
**SECTION 7. Public Meeting.** It is hereby officially found and determined that the meeting at which this ordinance was passed was open to the public as required by law.

**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.

*(signatures on following page)*

**DULY PASSED AND APPROVED** by the City Council of the City of Lavon, Texas, this 3<sup>rd</sup> day of May 2022.

  
Vicki Sanson, Mayor

**ATTEST:**

  
Rae Norton, City Secretary



**EXHIBIT A**  
**Legal Description of the Property**

SITUATED in the State of Texas and the County of Collin, being part of the W. A. S. Bohannon Survey, Abstract No. 121, being all of a called 40 acre tract of land conveyed to Betty Boyd Skelton by deed recorded in Volume 4996, Page 5221 of the Deed Records of Collin County, Texas and being more particularly described as follows:

BEGINNING at a 1/2 inch iron rod capped "Roome" set for comer in the west right-of-way line of State Highway 205 (100 foot right-of-way) and marking the northeast comer of a tract of land described in a deed to Iola Albright and recorded in Volume 700, Page 110 of the Deed Records of Collin County, Texas and the southeast comer of said 40 acre tract;

THENCE with the general line of a wire fence, the north line of said Albright tract and the south line of said 40 acre tract, South 89°28'29" West, 1564.77 feet to 1/2 inch iron pipe found for comer in the east line of a called 44.61 acre tract of land conveyed to the City of Dallas by deed recorded in Volume 698, Page 367 of the Deed Records of Collin County, Texas and marking the northwest comer of said Albright tract and the southwest comer of said 40 acre tract;

THENCE with the east line of said 44.61 acre tract and the west line of said 40 acre tract as follows:

North 34°01'59" East, 450.00 feet to a City of Dallas monument found for comer,

North 03°40'18" East, 434.58 feet to a City of Dallas monument found for comer,

North 04°08,07" West, 235.31 feet to a point for comer, and

North 25°00'30" West, 241.40 feet to a City of Dallas monument found for comer in the south line of a called 19.501 acre tract of land conveyed to S R Equipment Company, Ltd. by deed recorded in Document No. 201000610000588700 of the Deed Records of Collin County, Texas and marking the northeast comer of said 44.61 acre tract and the northwest comer of said 40 acre tract;

THENCE with the south line of said 19.501 acre tract and the north line of said 40 acre tract, South 88°46'35" East, 344.09 feet to a 1/2 inch capped iron rod found for comer in the west line of Grand Heritage - West C, an addition to the City of Lavon, Collin County, Texas, according to the plat thereof recorded in Volume 2008, Page 290 of the Plat Records of Collin County, Texas and marking the southeast comer of said 19.501 acre tract and a northeast comer of said 40 acre tract;

THENCE with the west line of said Grand Heritage - West C and an east line of said 40 acre tract, South 00°28'03" West, 11.55 feet to a 1/2 inch iron rod capped "Roome" set for comer marking the southwest comer of said Grand Heritage - West C and an ell comer of said 40 acre tract;

THENCE with the south line of said Grand Heritage - West C, the south line of a called 2.94 acre tract conveyed to DPB Investments, LP by deed recorded in Document No. 20110606000576510 of the Deed Records of Collin County, Texas, the south line of a called 2.04 acre tract conveyed to World Land Developers, LP by deed recorded in Document No. 20071213001657580 of the Deed Records of Collin County, Texas and the north line of said 40 acre tract, South 88°17'02" East, 1320.94 feet to a 1/2 inch iron

rod found for corner in the curving west right-of-way line of State Highway 205 and marking the southeast corner of said 2.04 acre tract and the northeast corner of said 40 acre tract;

THENCE southwesterly with said west right-of-way line, the east line of said 40 acre tract and with a curve to the right having a radius of 5679.58 feet, a central angle of 12°17'06", an arc length of 1217.79 feet and a chord bearing and distance of South 12°21'45" West, 1215.46 feet to the Point of Beginning and containing 42.058 acres of land, more or less.

LESS that certain property taken by condemnation conveyance to the State of Texas identified as that certain 65,859 square feet of land, more or less in W.A.S. Bohannon Survey, Abstract No. 121, Collin County, Texas, and being part of a called 42.058 acre tract of land conveyed by General Warranty Deed from Idena, LLC to 3002 HOP, Ltd., executed May 9, 2016, as recorded in Instrument No. 20160511000577640, Official Public Records, Collin County, Texas (O.P.R.C.C.T.), said 65,859 square feet (1.5119 Acres) of land being more particularly described by metes and bounds as follows:

COMMENCING at a found 1/2 inch iron pipe (controlling monument) for the southwest corner of said 3002 HOP, Ltd. tract, being on the north line of a called 57 acre tract of land conveyed in a deed to Iola K. Albright, executed December 15, 1964, as recorded in Volume 700, Page 110, said Official Public Records (O.P.R.C.C.T.);

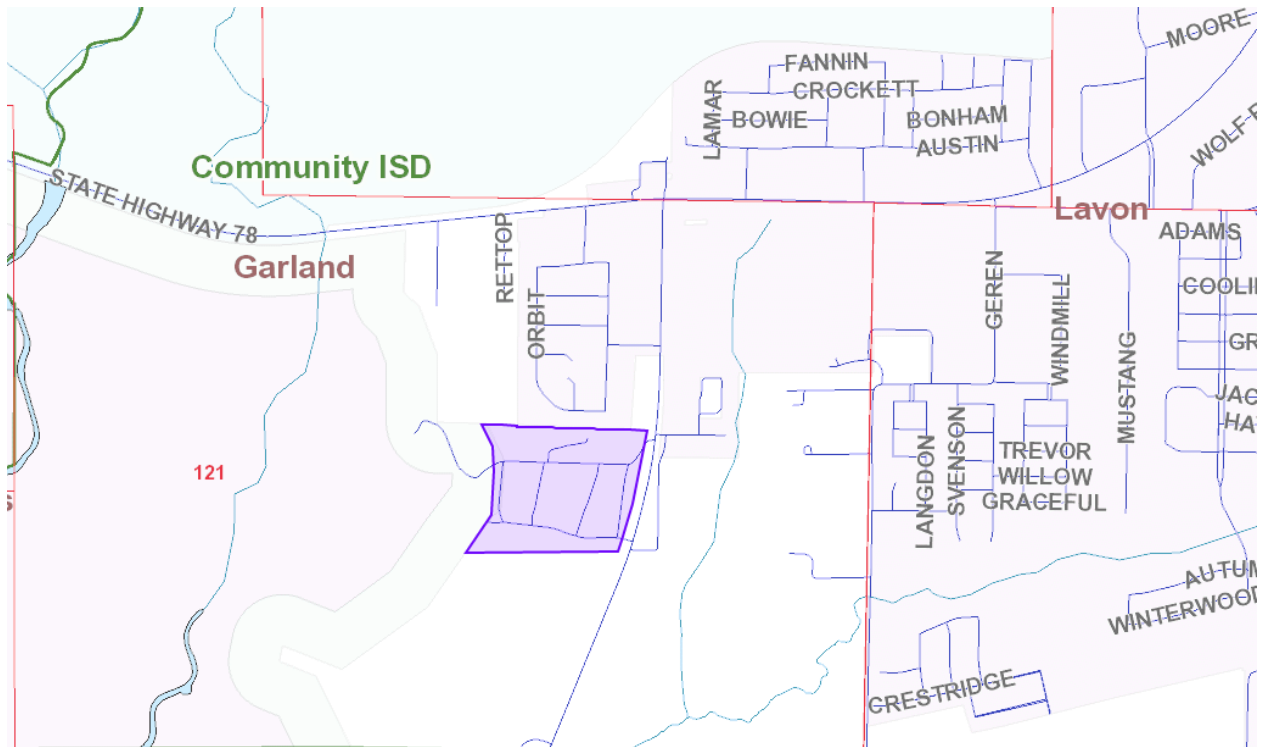
THENCE North 89 degrees 29 minutes 42 seconds East, along the south line of said 3002 HOP, Ltd. tract and the north line of said Iola K. Albright tract, a distance of 1,503.68 feet to a 5/8 inch iron rod with pink plastic cap stamped "TEXAS DEPARTMENT OF TRANSPORTATION ROW MONUMENT"\* (hereafter referred to as a set "TxDOT" monument) on the new west right of way line of State Highway 205 (a variable width right of way), and at the POINT OF BEGINNING, and being 75.00 feet left of Station 1210+20.07, and have a N.A.D. 83 (2011 Adjustment), Texas State Plane North Central Zone (4202) surface coordinate of Northing 7,058,577.42 and Easting 2,594,774.76, being the beginning of a curve to the left;

1) THENCE departing the south line of said 3002 HOP, Ltd. tract and the north line of said Iola K. Albright tract, along the new west right of way line of said State Highway 205, 1,222.51 feet along the arc of said curve to the left, through a central angle of 10 degrees 06 minutes 53 seconds, having a radius of 6,925.00 feet and long chord which bears North 13 degrees 16 minutes 52 seconds East, 1,220.92 feet to a set "TxDOT" monument\* on the north line of said 3002 HOP, Ltd. tract and the south line of a called 3.401 acre tract of land conveyed as Tract No. 4 in a deed to DPB Investments, LP executed January 1, 2010, as recorded in Instrument No. 201110606000576510, said Office Public Records (O.P.R.C.C.T.);

2) THENCE South 88 degrees 14 minutes 55 seconds East, departing the new west right of way line of said State Highway 205, along the north line of said 3002 HOP, Ltd. tract and the south line of said DPB Investments, LP Tract No. 4, a distance of 41.31 feet to a found 3/8 inch iron rod (controlling monument) for the northeast corner of said 3002 HOP, Ltd. tract and the southeast corner of said DPB Investments, LP Tract No. 4, on the existing west right of way line of State Highway 205 (a 100 feet wide right of way) described in a deed to the State of Texas, as recorded in Volume 388, Page 365, Deed Records, Collin County, Texas (D.R.C.C.T.), being the beginning of a curve to the right;

3)       THENCE departing the north line of said 3002 HOP, Ltd. tract and the south line of said DPB Investments, LP Tract No 4, along the existing west right of way line of said State Highway 205 and the east line of said 3002 HOP, Ltd. tract, 1,216.88 feet along the arc of said curve to the right, through a central angle of 12 degrees 16 minutes 33 seconds, having a radius of 5,679.58 feet and a long chord which bears South 12 degrees 20 minutes 55 seconds West, 1,214.56 feet to a found 3/8 inch iron rod with cap stamped "ROOKE" or "ROOME" for the southeast corner of said 3002 HOP, Ltd. tract and the northeast corner of said Iola K. Albright tract.

**EXHIBIT B**  
**Depiction of the Property**



**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 10350 State Hwy. 205, Lavon, Texas 75050, 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. It is further acknowledged and agreed by the City that until the City provides all required services by bringing them to the Property, Owner shall have no obligation to pay ad valorem property taxes to the City.

**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 severally, 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.cityoflavon.com](http://www.cityoflavon.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:

3002 HOP, Ltd.  
Attn: General Counsel  
P.O. Box 558  
McKinney, TX 75070

**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.

**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.**

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  )  
COUNTY OF COLLIN        )

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**WHEREAS**, the Owner owns a parcel of real property (the "Property") in Collin County, Texas, legally described as 10350 State Hwy. 205, Lavon, Texas 75050, 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. It is further acknowledged and agreed by the City that until the City provides all required services by bringing them to the Property, Owner shall have no obligation to pay ad valorem property taxes to the City.

**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 severally, 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.cityoflavon.com](http://www.cityoflavon.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:

3002 HOP, Ltd.  
Attn: General Counsel  
P.O. Box 558  
McKinney, TX 75070

**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 3 day of May, 2022.

SIGNATURES ON FOLLOWING PAGE(S)

CITY OF LAVON

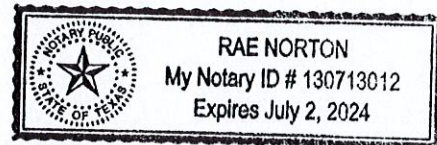
By: Vicki Sanson  
Name: Vicki Sanson  
Title: Mayor  
Date: 5-3-2022



THE STATE OF TEXAS       §  
   §  
COUNTY OF COLLIN       §

This instrument was acknowledged before me on May 3, 2022, 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



**OWNER: 3002 HOP, LTD.,**  
**a Texas limited partnership**

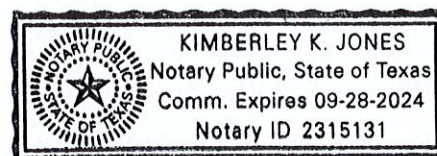
By Its General Partner: 3002 Management, LLC,  
a Texas limited liability company

By: Matt Barrier  
Name: Matt Barrier  
Title: Manager  
Date: April 28, 2022

THE STATE OF TEXAS       §  
   §  
COUNTY OF COLLIN       §

This instrument was acknowledged before me on April 28, 2022, by Matt Barrier, as Manager of the General Partner of 3002 HOP, LTD., owner of said Property.

Kimberley K. Jones  
Notary Public in and for the State of TEXAS



**EXHIBIT "A"**  
**Property Description and Depiction**

SITUATED in the State of Texas and the County of Collin, being part of the W. A. S. Bohannon Survey, Abstract No. 121, being all of a called 40 acre tract of land conveyed to Betty Boyd Skelton by deed recorded in Volume 4996, Page 5221 of the Deed Records of Collin County, Texas and being more particularly described as follows:

BEGINNING at a 1/2 inch iron rod capped "Roome" set for corner in the west right-of-way line of State Highway 205 (100 foot right-of-way) and marking the northeast corner of a tract of land described in a deed to Iola Albright and recorded in Volume 700, Page 110 of the Deed Records of Collin County, Texas and the southeast corner of said 40 acre tract;

THENCE with the general line of a wire fence, the north line of said Albright tract and the south line of said 40 acre tract, South 89°28'29" West, 1564.77 feet to 1/2 inch iron pipe found for corner in the east line of a called 44.61 acre tract of land conveyed to the City of Dallas by deed recorded in Volume 698, Page 367 of the Deed Records of Collin County, Texas and marking the northwest corner of said Albright tract and the southwest corner of said 40 acre tract;

THENCE with the east line of said 44.61 acre tract and the west line of said 40 acre tract as follows:

North 34°01'59" East, 450.00 feet to a City of Dallas monument found for corner,

North 03°40'18" East, 434.58 feet to a City of Dallas monument found for corner,

North 04°08,07" West, 235.31 feet to a point for corner, and

North 25°00'30" West, 241.40 feet to a City of Dallas monument found for corner in the south line of a called 19.501 acre tract of land conveyed to S R Equipment Company, Ltd. by deed recorded in Document No. 201000610000588700 of the Deed Records of Collin County, Texas and marking the northeast corner of said 44.61 acre tract and the northwest corner of said 40 acre tract;

THENCE with the south line of said 19.501 acre tract and the north line of said 40 acre tract, South 88°46'35" East, 344.09 feet to a 1/2 inch capped iron rod found for corner in the west line of Grand Heritage - West C, an addition to the City of Lavon, Collin County, Texas, according to the plat thereof recorded in Volume 2008, Page 290 of the Plat Records of Collin County, Texas and marking the southeast corner of said 19.501 acre tract and a northeast corner of said 40 acre tract;

THENCE with the west line of said Grand Heritage - West C and an east line of said 40 acre tract, South 00°28'03" West, 11.55 feet to a 1/2 inch iron rod capped "Roome" set for corner marking the southwest corner of said Grand Heritage - West C and an ell corner of said 40 acre tract;

THENCE with the south line of said Grand Heritage - West C, the south line of a called 2.94 acre tract conveyed to DPB Investments, LP by deed recorded in Document No. 20110606000576510 of the Deed Records of Collin County, Texas, the south line of a called 2.04 acre tract conveyed to World Land Developers, LP by deed recorded in Document No. 20071213001657580 of the Deed Records of Collin County, Texas and the north line of said 40 acre tract, South 88°17'02" East, 1320.94 feet to a 1/2 inch iron rod found for corner in the curving west right-of-way line of State Highway 205 and marking the southeast corner of said 2.04 acre tract and the northeast corner of said 40 acre tract;

THENCE southwesterly with said west right-of-way line, the east line of said 40 acre tract and with a curve to the right having a radius of 5679.58 feet, a central angle of 12°17'06", an arc length of 1217.79 feet and a chord bearing and distance of South 12°21'45" West, 1215.46 feet to the Point of Beginning and containing 42.058 acres of land, more or less.

LESS that certain property taken by condemnation conveyance to the State of Texas identified as that certain 65,859 square feet of land, more or less in W.A.S. Bohannon Survey, Abstract No. 121, Collin County, Texas, and being part of a called 42.058 acre tract of land conveyed by General Warranty Deed from Idena, LLC to 3002 HOP, Ltd., executed May 9, 2016, as recorded in Instrument No. 20160511000577640, Official Public Records, Collin County, Texas (O.P.R.C.C.T.), said 65,859 square feet (1.5119 Acres) of land being more particularly described by metes and bounds as follows:

COMMENCING at a found 1/2 inch iron pipe (controlling monument) for the southwest corner of said 3002 HOP, Ltd. tract, being on the north line of a called 57 acre tract of land conveyed in a deed to Iola K. Albright, executed December 15, 1964, as recorded in Volume 700, Page 110, said Official Public Records (O.P.R.C.C.T.);

THENCE North 89 degrees 29 minutes 42 seconds East, along the south line of said 3002 HOP, Ltd. tract and the north line of said Iola K. Albright tract, a distance of 1,503.68 feet to a 5/8 inch iron rod with pink plastic cap stamped "TEXAS DEPARTMENT OF TRANSPORTATION ROW MONUMENT"\* (hereafter referred to as a set "TxDOT" monument) on the new west right of way line of State Highway 205 (a variable width right of way), and at the POINT OF BEGINNING, and being 75.00 feet left of Station 1210+20.07, and have a N.A.D. 83 (2011 Adjustment), Texas State Plane North Central Zone (4202) surface coordinate of Northing 7,058,577.42 and Easting 2,594,774.76, being the beginning of a curve to the left;

- 1) THENCE departing the south line of said 3002 HOP, Ltd. tract and the north line of said Iola K. Albright tract, along the new west right of way line of said State Highway 205, 1,222.51 feet along the arc of said curve to the left, through a central angle of 10 degrees 06 minutes 53 seconds, having a radius of 6,925.00 feet and long chord which bears North 13 degrees 16 minutes 52 seconds East, 1,220.92 feet to a set "TxDOT" monument\* on the north line of said 3002 HOP, Ltd. tract and the south line of a called 3.401 acre tract of land conveyed as Tract No. 4 in a deed to DPB Investments, LP executed January 1, 2010, as recorded in Instrument No. 201110606000576510, said Office Public Records (O.P.R.C.C.T.);
- 2) THENCE South 88 degrees 14 minutes 55 seconds East, departing the new west right of way line of said State Highway 205, along the north line of said 3002 HOP, Ltd. tract and the south line of said DPB Investments, LP Tract No. 4, a distance of 41.31 feet to a found 3/8 inch iron rod (controlling monument) for the northeast corner of said 3002 HOP, Ltd. tract and the southeast corner of said DPB Investments, LP Tract No. 4, on the existing west right of way line of State Highway 205 (a 100 feet wide right of way) described in a deed to the State of Texas, as recorded in Volume 388, Page 365, Deed Records, Collin County, Texas (D.R.C.C.T.), being the beginning of a curve to the right;
- 3) THENCE departing the north line of said 3002 HOP, Ltd. tract and the south line of said DPB Investments, LP Tract No 4, along the existing west right of way line of said State Highway 205 and the east line of said 3002 HOP, Ltd.

tract, 1,216.88 feet along the arc of said curve to the right, through a central angle of 12 degrees 16 minutes 33 seconds, having a radius of 5,679.58 feet and a long chord which bears South 12 degrees 20 minutes 55 seconds West, 1,214.56 feet to a found 3/8 inch iron rod with cap stamped "ROOKE" or "ROOME" for the southeast corner of said 3002 HOP, Ltd. tract and the northeast corner of said Iola K. Albright tract.

**EXHIBIT "B"**  
**Municipal Service Plan**

<b>CITY OF LAVON</b> <b>ANNEXATION SERVICE PLAN</b>
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**PUBLIC SAFETY SERVICES**

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<b>FIRE SERVICES</b>
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**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.

<b>POLICE SERVICES</b>
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**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.

<b>EMERGENCY MEDICAL SERVICES</b>
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**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.

<b>CODE ENFORCEMENT SERVICES</b>
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**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. It being agreed by the City and Owner that all current improvements on the Property are grandfathered in as approved by the City.

**MUNICIPAL SERVICES**

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<b>PLANNING &amp; ZONING SERVICES</b>
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**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. It being agreed by the City and Owner that all of the Property will be a Special Activities District according to the language agreed upon by both parties.

#### **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. It is understood and agreed upon by the City of Lavon and Owner that the Lavon Police Department for any events the Owner determines traffic control is necessary.

#### **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. It is agreed by the City of Lavon and Owner that the Owner reserves the right to elect the Solid Waste provider for the City and have a third-party waste collection service collect the Owner's waste from the Property.

#### **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 and franchise 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.