

CITY OF LAVON
ORDINANCE NO. 2025-06-07

Voluntary Annexation – 360.154 acres, Elevon Section 3

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LAVON, TEXAS, ANNEXING PROPERTY IN THE SAMUEL M. RAINER, ABSTRACT NO. 740 CONSISTING OF 360.154 ACRES IDENTIFIED AS ELEVON, SECTION 3, GENERALLY LOCATED NORTH OF AND ADJACENT TO CR 541 AND EAST OF ELEVON, SECTION 2, WITHIN THE EXTRATERRITORIAL JURISDICTION OF AND ADJACENT TO THE CITY OF LAVON, COLLIN COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED AND GRAPHICALLY DEPICTED IN EXHIBIT “A”, INTO THE CORPORATE LIMITS OF THE CITY OF LAVON, AND ANNEXING ANY AND ALL COUNTY ROAD RIGHTS-OF-WAY ADJACENT THERETO, 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 of approximately 360.154 acres identified as Elevon, Section 3, generally located north of and adjacent to CR 541 and east of Elevon, Section 2, within the extraterritorial jurisdiction of and adjacent to the City of Lavon, Collin County, Texas, and being more particularly described and graphically depicted in Exhibit “A” (the “Property”) has requested by petition to voluntarily annex and the City desires to annex certain territory described herein; 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, public hearings, 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, in accordance with Section 43.1056 of the Texas Local Government Code, the City will annex the right-of-way of the street that is contiguous to the Property; and

WHEREAS, the City Council of the City (the "City Council") finds and determines that annexation of the Property hereinafter described is in the best interests of the citizens of the City 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:

Approximately 360.154 acres identified as Elevon, Section 3, generally located north of and adjacent to CR 541 and east of Elevon, Section 2, and being more particularly described and graphically depicted in Exhibit "A", and any and all county road rights-of-way adjacent thereto, 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 and all adjacent rights-of-way 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.

DULY PASSED AND APPROVED by the City Council of the City of Lavon, Texas, this 17th day of June 2025.

ATTEST:

Rae Norton
Rae Norton, City Secretary

Vicki Sanson
Vicki Sanson, Mayor

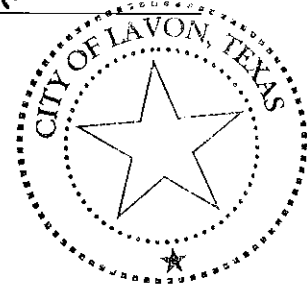


EXHIBIT A
Legal Description of the Property

LEGAL DESCRIPTION
(360.154 ACRES)

Being a parcel of land located in Collin County, Texas, a part of the Samuel M. Rainer Survey, Abstract Number 740, and being a part of that called 472.8955 acre tract of land described in deed to Far East Lavon, L.P. as recorded in Volume 5873, Page 3522, Official Public Records of Collin County, Texas, being a part of that called 180.339 acre tract of land described in deed to Petro-Hunt, L.L.C. as recorded in Volume 5588, Page 3612, Official Public Records of Collin County, Texas, and also being all of that called 216.85 acre tract of land described in deed to East Lavon, L.P., as recorded in Document Number 20190408000368940, Official Public Records of Collin County, Texas and being further described as follows:

BEGINNING at a one-half inch iron rod with yellow cap stamped "JBI" found for corner in the south line of said 180.339 acre tract, said point being in the north right-of-way line of County Road 541, said point also being the southeast corner of Lot IX, Block I, Eleven Parkway, as recorded in Document Number 2023-687, Official Public Records of Collin County, Texas;

THENCE along the east line of said Lot IX as follows:

North 00 degrees 31 minutes 57 seconds East, 66.59 feet to a one-half inch iron rod with yellow cap stamped "JBI" found for corner;

Northwesterly, 231.51 feet along a curve to the left, having a central angle of 12 degrees 41 minutes 36 seconds, a radius of 1,045.00 feet, a tangent of 116.23 feet and whose chord bears North 05 degrees 48 minutes 51 seconds West, 231.03 feet to a one-half inch iron rod with yellow cap stamped "JBI" found for corner;

Northwesterly, 55.96 feet along a curve to the right, having a central angle of 06 degrees 32 minutes 37 seconds, a radius of 490.00 feet, a tangent of 28.01 feet and whose chord bears North 08 degrees 53 minutes 20 seconds West, 55.93 feet to a one-half inch iron rod with yellow cap stamped "JBI" found for corner in the east right-of-way line of Noble Grove, a variable width right-of-way as recorded in Document Number 2023-687, Official Public Records of Collin County, Texas;

THENCE North 05 degrees 37 minutes 01 seconds West, 563.85 feet along the east right-of-way line to a one-half inch iron rod with yellow cap stamped "JBI" found for corner at the southwest corner of Lot IX, Block H, said Eleven Parkway plat;

THENCE along the south line of said Lot IX as follows:

Northeasterly, 733.92 feet along a curve to the left, having a central angle of 30 degrees 02 minutes 09 seconds, a radius of 1,400.00 feet, a tangent of 375.60 feet and whose chord bears North 67 degrees 55 minutes 57 seconds East, 725.54 feet to a one-half inch iron rod with yellow cap stamped "JBI" found for corner;

North 52 degrees 54 minutes 52 seconds East, 981.17 feet to a one-half inch iron rod with yellow cap stamped "JBI" found for corner;

Northeasterly, 563.09 feet along a curve to the right, having a central angle of 37 degrees 57 minutes 22 seconds, a radius of 850.00 feet, a tangent of 292.31 feet and whose chord bears North 71 degrees 53 minutes 33 seconds East, 552.85 feet to a one-half inch iron rod with yellow cap stamped "JBI" found for corner;

THENCE North 00 degrees 52 minutes 14 seconds East, 100.00 feet to a one-half inch iron rod with yellow cap stamped "JBI" found for corner at the northeast corner of Lot 1X, Block G, said Elevon Parkway plat;

THENCE Southwesterly along the north line of said Lot 1X, 439.75 feet along a curve to the left, having a central angle of 26 degrees 31 minutes 19 seconds, a radius of 950.00 feet, a tangent of 223.89 feet and whose chord bears South 77 degrees 36 minutes 35 seconds West, 435.83 feet to a one-half inch iron rod with yellow cap stamped "JBI" found for corner in the east line of Elevon Section 2, Phase 2E, as recorded in Book Number 2024, Page 946, Official Public Records of Collin County, Texas;

THENCE along the east line of said Elevon Section 2, Phase 2E as follows:

North 25 degrees 39 minutes 05 seconds West, 120.00 feet to a point for corner;

Northeasterly, 118.08 feet along a curve to the right, having a central angle of 06 degrees 19 minutes 23 seconds, a radius of 1,070.00 feet, a tangent of 59.10 feet and whose chord bears North 67 degrees 30 minutes 37 seconds East, 118.02 feet to a one-half inch iron rod with yellow cap stamped "JBI" found for corner;

North 19 degrees 19 minutes 42 seconds West, 50.00 feet to a one-half inch iron rod with yellow cap stamped "JBI" found for corner;

North 33 degrees 57 minutes 44 seconds West, 91.25 feet to a one-half inch iron rod with yellow cap stamped "JBI" found for corner;

North 36 degrees 52 minutes 59 seconds West, 45.00 feet to a one-half inch iron rod with yellow cap stamped "JBI" found for corner;

North 38 degrees 53 minutes 17 seconds West, 48.54 feet to a one-half inch iron rod with yellow cap stamped "JBI" found for corner;

North 40 degrees 58 minutes 50 seconds West, 49.08 feet to a one-half inch iron rod with yellow cap stamped "JBI" found for corner;

North 43 degrees 05 minutes 01 seconds West, 49.04 feet to a one-half inch iron rod with yellow cap stamped "JBI" found for corner;

North 45 degrees 11 minutes 07 seconds West, 49.01 feet to a one-half inch iron rod with yellow cap stamped "JBI" found for corner;

North 47 degrees 17 minutes 09 seconds West, 48.98 feet to a one-half inch iron rod with yellow cap stamped "JBI" found for corner;

North 49 degrees 23 minutes 06 seconds West, 48.96 feet to a one-half inch iron rod with yellow cap stamped "JBI" found for corner;

North 51 degrees 29 minutes 01 seconds West, 48.94 feet to a one-half inch iron rod with yellow cap stamped "JBI" found for corner;

North 53 degrees 34 minutes 53 seconds West, 48.93 feet to a one-half inch iron rod with yellow cap stamped "JBI" found for corner;

North 55 degrees 35 minutes 59 seconds West, 48.93 feet to a one-half inch iron rod with yellow cap stamped "JBI" found for corner;

North 57 degrees 51 minutes 21 seconds West, 48.93 feet to a one-half inch iron rod with yellow cap stamped "JBI" found for corner;

North 60 degrees 06 minutes 27 seconds West, 9.84 feet to a one-half inch iron rod with yellow cap stamped "JBI" found for corner;

North 30 degrees 33 minutes 56 seconds East, 120.15 feet to a one-half inch iron rod with yellow cap stamped "JBI" found for corner;

Southeasterly, 122.12 feet along a curve to right, having a central angle of 05 degrees 07 minutes 33 seconds, a radius of 1,365.00 feet, a tangent of 61.10 feet and

whose chord bears South 56 degrees 52 minutes 18 seconds East, 122.08 feet to a one-half inch iron rod with yellow cap stamped "JBI" found for corner;

North 35 degrees 41 minutes 29 seconds East, 50.00 feet to a one-half inch iron rod with yellow cap stamped "JBI" found for corner;

North 26 degrees 33 minutes 05 seconds East, 330.74 feet to a one-half inch iron rod with yellow cap stamped "JBI" found for corner;

North 26 degrees 16 minutes 04 seconds East, 14.20 feet to a one-half inch iron rod with yellow cap stamped "JBI" found for corner;

North 25 degrees 07 minutes 34 seconds East, 42.99 feet to a one-half inch iron rod with yellow cap stamped "JBI" found for corner;

North 23 degrees 24 minutes 34 seconds East, 42.99 feet to a one-half inch iron rod with yellow cap stamped "JBI" found for corner;

North 21 degrees 41 minutes 34 seconds East, 42.99 feet to a one-half inch iron rod with yellow cap stamped "JBI" found for corner;

North 19 degrees 49 minutes 03 seconds East, 50.93 feet to a one-half inch iron rod with yellow cap stamped "JBI" found for corner;

North 18 degrees 48 minutes 02 seconds East, 186.21 feet to a one-half inch iron rod with yellow cap stamped "JBI" found for corner;

North 17 degrees 59 minutes 18 seconds East, 14.58 feet to a one-half inch iron rod with yellow cap stamped "JBI" found for corner;

North 15 degrees 16 minutes 59 seconds East, 51.07 feet to a one-half inch iron rod with yellow cap stamped "JBI" found for corner;

North 11 degrees 36 minutes 37 seconds East, 30.55 feet to a one-half inch iron rod with yellow cap stamped "JBI" found for corner;

North 10 degrees 15 minutes 11 seconds East, 24.19 feet to a one-half inch iron rod with yellow cap stamped "JBI" found for corner;

North 79 degrees 44 minutes 49 seconds West, 91.32 feet to a one-half inch iron rod with yellow cap stamped "JBI" found for corner;

North 10 degrees 15 minutes 11 seconds East, 50.00 feet to a one-half inch iron rod with yellow cap stamped "JBI" found for corner;

North 79 degrees 44 minutes 49 seconds West, 15.14 feet to a one-half inch iron rod with yellow cap stamped "JBI" found for corner;

North 10 degrees 15 minutes 11 seconds East, 188.34 feet to a one-half inch iron rod with yellow cap stamped "JBI" found for corner;

North 46 degrees 40 minutes 06 seconds West, 187.30 feet to a one-half inch iron rod with yellow cap stamped "JBI" found for corner in the east line of said 429.321 acre tract;

THENCE along the east line of said 429.321 acre tract as follows:

North 43 degrees 19 minutes 54 seconds East, 160.93 feet to a one-half inch iron rod with yellow cap stamped "JBI" found for corner;

North 09 degrees 22 minutes 09 seconds East, 171.28 feet to a one-half inch iron rod with yellow cap stamped "JBI" found for corner;

North 08 degrees 49 minutes 28 seconds West, 409.67 feet to a one-half inch iron rod with yellow cap stamped "JBI" found for corner, said point being in the north line of said 472.8955 acre tract, said point also being in the south right-of-way line of that tract of land described in deed to Northeast Texas Rural Rail Transportation District as recorded in Volume 5585, Page 2680, Official Public Records of Collin County, Texas;

THENCE along the south right-of-way line of said Northeast Texas Rural Rail Transportation District as follows:

North 81 degrees 09 minutes 48 seconds East, 952.69 feet to a one-half inch iron rod found at northeast corner of said 472.8955 acre tract, said point also being the northwest corner of said 216.85 acre tract;

North 81 degrees 12 minutes 20 seconds East, 1,968.14 feet to a one-half inch iron rod found at the northeast corner of said 216.85 acre tract, said point being at the northwest corner of Lot 13, Skyview Meadows Addition, as recorded in Cabinet G, Slide 576, Official Public Records of Collin County, Texas;

THENCE along the east line of said 216.85 acre tract as follows:

South 00 degrees 32 minutes 19 seconds West, 2,448.70 feet along the west line of said Skyview Meadows Addition to a one-half inch iron rod found at the south corner of Lot 9 and west corner of Lot 8 of said Skyview Meadows Addition, said point being the north corner and the northwest corner of Lot 3 of Lavon View Estates addition, as recorded in Cabinet I, Slide 381, Official Public Records of Collin County, Texas;

South 00 degrees 30 minutes 32 seconds West, 2,570.14 feet along the west line of said Lavon View Estates addition to a PK Nail found at the southeast corner of said 216.85 acre tract, said point being in the approximate centerline of said County Road 541;

THENCE South 89 degrees 53 minutes 52 seconds West, 1,944.34 feet along the approximate centerline of said County Road 541 to a PK Nail Found at the southwest corner of said 216.85 acre tract, said point being the southeast corner of said 472.8955 acre tract;

THENCE North 89 degrees 08 minutes 13 seconds West, 1,466.14 feet along the approximate centerline of said County Road 541 to a PK Nail found at the southwest corner of said 472.8955;

THENCE North 00 degrees 22 minutes 15 seconds East, 30.66 feet to a one-half inch iron rod with cap stamped "USA INC. PROP COR." found at the southeast corner of said 180.339 acre tract, said point being in the north right-of-way line of said County Road 541;

THENCE North 00 degrees 22 minutes 15 seconds East, 30.66 feet to a one-half inch iron rod with yellow cap stamped "JBI" set for corner;

THENCE North 89 degrees 28 minutes 43 seconds West, 871.18 feet along the south line of said 180.339 acre tract and along the north right-of-way line of said County Road 541 to the POINT OF BEGINNING and containing 15,688,297 square feet or 360.154 acres of land.

BASIS OF BEARING:

The basis of bearing is based on the coordinate system (North Central Zone 4202 State Plane Coordinates, NAD83), distances shown hereon are grid distance values.

EXHIBIT B
Depiction of the Property

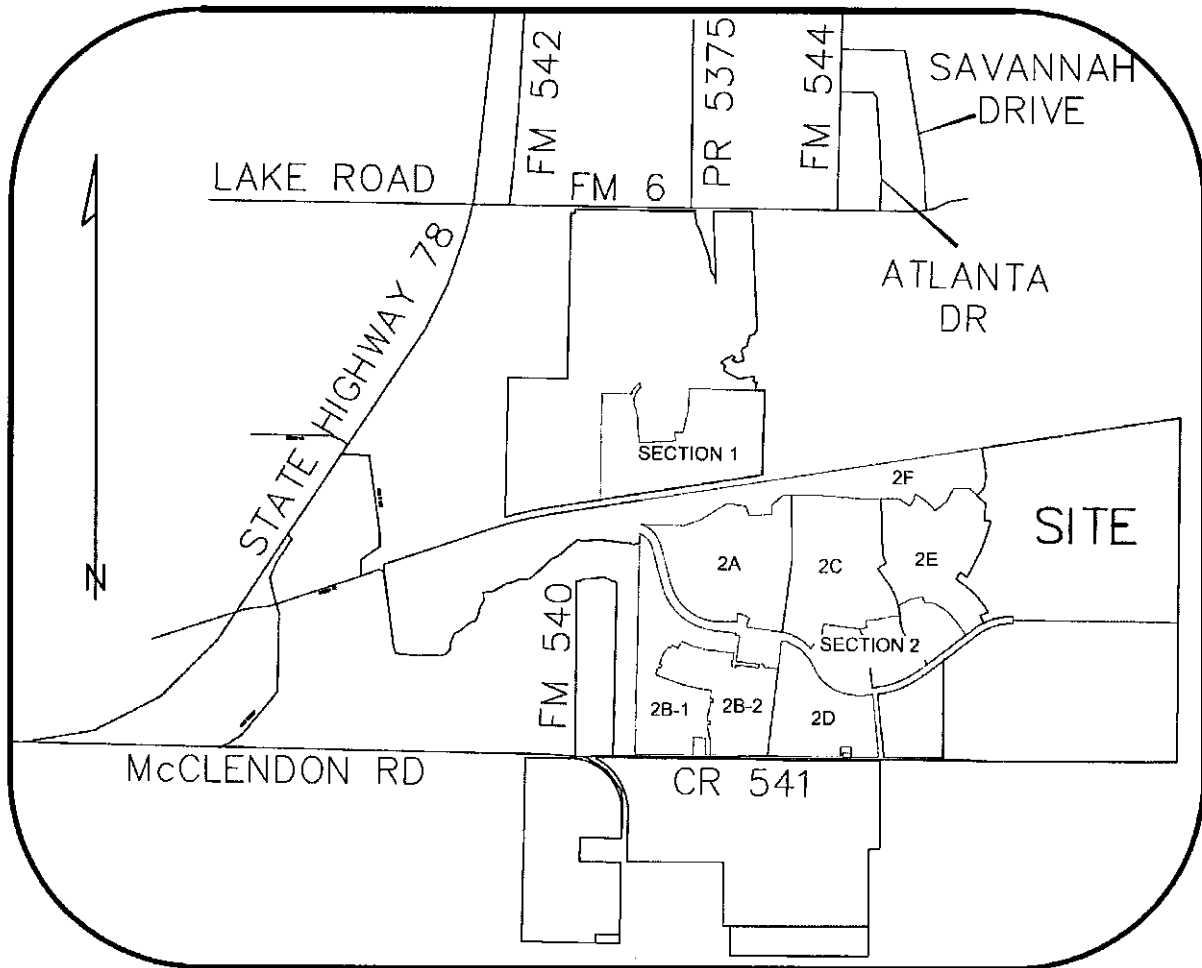


EXHIBIT C
Municipal Services Agreement

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 360.154 acres, 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.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 Manager
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:

MA Elevon 429, LLC
2121 Midway Road, Suite 240
Carrollton, Texas 75006
Attn: Allen Jones
972.715.6421
ajones@madev.com

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 ____ day of _____, 20__.

SIGNATURES ON FOLLOWING PAGE(S)

CITY OF LAVON

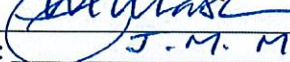
By: _____
Name: Vicki Sanson
Title: Mayor
Date: _____

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

PETRO-HUNT, L.L.C.,
a Texas limited liability company

By: 
Name: J.M. MASON
Title: VICE PRES.

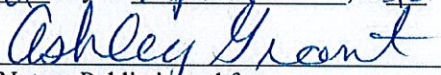
Date Executed: 4/3/25

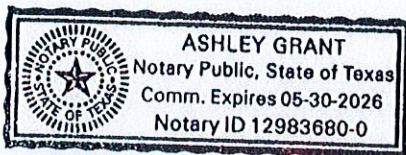
THE STATE OF TEXAS

COUNTY OF Dallas

BEFORE ME, the undersigned authority, on this day personally appeared J.M. Mason known to me to be the persons whose names are subscribed to the foregoing instrument and each acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office, this 3rd day of April, 2025.


Notary Public in and for



FAR EAST LAVON, LP,
a Texas limited partnership,

By: Pitman Investments, LLC,
a Texas limited liability company,
its general partner

By: 

Name: Carter W. Hunt

Title: Vice President

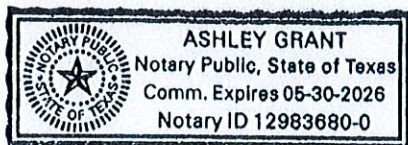
Date Executed: _____

THE STATE OF TEXAS

COUNTY OF Dallas

BEFORE ME, the undersigned authority, on this day personally appeared Carter W. Hunt known to me to be the persons whose names are subscribed to the foregoing instrument and each acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office, this 3rd day of April, 2025.



Ashley Grant
Notary Public in and for
Dallas County, Texas.

EAST LAVON PARTNERS, LP,
a Texas limited partnership,

By: Pitman Investments, LLC,
a Texas limited liability company,
its general partner,

By: 

Name: Carter W. Hunt

Title: Vice President

Date Executed: 4/3/2025

THE STATE OF TEXAS

COUNTY OF Dallas

BEFORE ME, the undersigned authority, on this day personally appeared Carter W. Hunt known to me to be the persons whose names are subscribed to the foregoing instrument and each acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office, this 3rd day of April, 2025.

Ashley Grant
Notary Public in and for

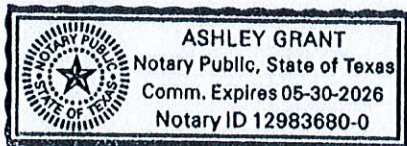


EXHIBIT "A"
Property Description and Depiction

LEGAL DESCRIPTION
(360.154 ACRES)

Being a parcel of land located in Collin County, Texas, a part of the Samuel M. Rainer Survey, Abstract Number 740, and being a part of that called 472.8955 acre tract of land described in deed to Far East Lavon, L.P. as recorded in Volume 5873, Page 3522, Official Public Records of Collin County, Texas, being a part of that called 180.339 acre tract of land described in deed to Petro-Hunt, L.L.C. as recorded in Volume 5588, Page 3612, Official Public Records of Collin County, Texas, and also being all of that called 216.85 acre tract of land described in deed to East Lavon, L.P., as recorded in Document Number 20190408000368940, Official Public Records of Collin County, Texas and being further described as follows:

BEGINNING at a one-half inch iron rod with yellow cap stamped "JBI" found for corner in the south line of said 180.339 acre tract, said point being in the north right-of-way line of County Road 541, said point also being the southeast corner of Lot 1X, Block I, Elevon Parkway, as recorded in Document Number 2023-687, Official Public Records of Collin County, Texas;

THENCE along the east line of said Lot 1X as follows:

North 00 degrees 31 minutes 57 seconds East, 66.59 feet to a one-half inch iron rod with yellow cap stamped "JBI" found for corner;

Northwesterly, 231.51 feet along a curve to the left, having a central angle of 12 degrees 41 minutes 36 seconds, a radius of 1,045.00 feet, a tangent of 116.23 feet and whose chord bears North 05 degrees 48 minutes 51 seconds West, 231.03 feet to a one-half inch iron rod with yellow cap stamped "JBI" found for corner;

Northwesterly, 55.96 feet along a curve to the right, having a central angle of 06 degrees 32 minutes 37 seconds, a radius of 490.00 feet, a tangent of 28.01 feet and whose chord bears North 08 degrees 53 minutes 20 seconds West, 55.93 feet to a one-half inch iron rod with yellow cap stamped "JBI" found for corner in the east right-of-way line of Noble Grove, a variable width right-of-way as recorded in Document Number 2023-687, Official Public Records of Collin County, Texas;

THENCE North 05 degrees 37 minutes 01 seconds West, 563.85 feet along the east right-of-way line to a one-half inch iron rod with yellow cap stamped "JBI" found for corner at the southwest corner of Lot 1X, Block H, said Elevon Parkway plat;

THENCE along the south line of said Lot 1X as follows:

Northeasterly, 733.92 feet along a curve to the left, having a central angle of 30 degrees 02 minutes 09 seconds, a radius of 1,400.00 feet, a tangent of 375.60 feet and whose chord bears North 67 degrees 55 minutes 57 seconds East, 725.54 feet to a one-half inch iron rod with yellow cap stamped "JBI" found for corner;

North 52 degrees 54 minutes 52 seconds East, 981.17 feet to a one-half inch iron rod with yellow cap stamped "JBI" found for corner;

Northeasterly, 563.09 feet along a curve to the right, having a central angle of 37 degrees 57 minutes 22 seconds, a radius of 850.00 feet, a tangent of 292.31 feet and whose chord bears

North 71 degrees 53 minutes 33 seconds East, 552.85 feet to a one-half inch iron rod with yellow cap stamped "JBI" found for corner;

THENCE North 00 degrees 52 minutes 14 seconds East, 100.00 feet to a one-half inch iron rod with yellow cap stamped "JBI" found for corner at the northeast corner of Lot 1X, Block G, said Elevon Parkway plat;

THENCE Southwesterly along the north line of said Lot 1X, 439.75 feet along a curve to the left, having a central angle of 26 degrees 31 minutes 19 seconds, a radius of 950.00 feet, a tangent of 223.89 feet and whose chord bears South 77 degrees 36 minutes 35 seconds West, 435.83 feet to a one-half inch iron rod with yellow cap stamped "JBI" found for corner in the east line of Elevon Section 2, Phase 2E, as recorded in Book Number 2024, Page 946, Official Public Records of Collin County, Texas;

THENCE along the east line of said Elevon Section 2, Phase 2E as follows:

North 25 degrees 39 minutes 05 seconds West, 120.00 feet to a point for corner;

Northeasterly, 118.08 feet along a curve to the right, having a central angle of 06 degrees 19 minutes 23 seconds, a radius of 1,070.00 feet, a tangent of 59.10 feet and whose chord bears North 67 degrees 30 minutes 37 seconds East, 118.02 feet to a one-half inch iron rod with yellow cap stamped "JBI" found for corner;

North 19 degrees 19 minutes 42 seconds West, 50.00 feet to a one-half inch iron rod with yellow cap stamped "JBI" found for corner;

North 33 degrees 57 minutes 44 seconds West, 91.25 feet to a one-half inch iron rod with yellow cap stamped "JBI" found for corner;

North 36 degrees 52 minutes 59 seconds West, 45.00 feet to a one-half inch iron rod with yellow cap stamped "JBI" found for corner;

North 38 degrees 53 minutes 17 seconds West, 48.54 feet to a one-half inch iron rod with yellow cap stamped "JBI" found for corner;

North 40 degrees 58 minutes 50 seconds West, 49.08 feet to a one-half inch iron rod with yellow cap stamped "JBI" found for corner;

North 43 degrees 05 minutes 01 seconds West, 49.04 feet to a one-half inch iron rod with yellow cap stamped "JBI" found for corner;

North 45 degrees 11 minutes 07 seconds West, 49.01 feet to a one-half inch iron rod with yellow cap stamped "JBI" found for corner;

North 47 degrees 17 minutes 09 seconds West, 48.98 feet to a one-half inch iron rod with yellow cap stamped "JBI" found for corner;

North 49 degrees 23 minutes 06 seconds West, 48.96 feet to a one-half inch iron rod with yellow cap stamped "JBI" found for corner;

North 51 degrees 29 minutes 01 seconds West, 48.94 feet to a one-half inch iron rod with yellow cap stamped "JBI" found for corner;

North 53 degrees 34 minutes 53 seconds West, 48.93 feet to a one-half inch iron rod with yellow cap stamped "JBI" found for corner;

North 55 degrees 35 minutes 59 seconds West, 48.93 feet to a one-half inch iron rod with yellow cap stamped "JBI" found for corner;

North 57 degrees 51 minutes 21 seconds West, 48.93 feet to a one-half inch iron rod with yellow cap stamped "JBI" found for corner;

North 60 degrees 06 minutes 27 seconds West, 9.84 feet to a one-half inch iron rod with yellow cap stamped "JBI" found for corner;

North 30 degrees 33 minutes 56 seconds East, 120.15 feet to a one-half inch iron rod with yellow cap stamped "JBI" found for corner;

Southeasterly, 122.12 feet along a curve to right, having a central angle of 05 degrees 07 minutes 33 seconds, a radius of 1,365.00 feet, a tangent of 61.10 feet and whose chord bears South 56 degrees 52 minutes 18 seconds East, 122.08 feet to a one-half inch iron rod with yellow cap stamped "JBI" found for corner;

North 35 degrees 41 minutes 29 seconds East, 50.00 feet to a one-half inch iron rod with yellow cap stamped "JBI" found for corner;

North 26 degrees 33 minutes 05 seconds East, 330.74 feet to a one-half inch iron rod with yellow cap stamped "JBI" found for corner;

North 26 degrees 16 minutes 04 seconds East, 14.20 feet to a one-half inch iron rod with yellow cap stamped "JBI" found for corner;

North 25 degrees 07 minutes 34 seconds East, 42.99 feet to a one-half inch iron rod with yellow cap stamped "JBI" found for corner;

North 23 degrees 24 minutes 34 seconds East, 42.99 feet to a one-half inch iron rod with yellow cap stamped "JBI" found for corner;

North 21 degrees 41 minutes 34 seconds East, 42.99 feet to a one-half inch iron rod with yellow cap stamped "JBI" found for corner;

North 19 degrees 49 minutes 03 seconds East, 50.93 feet to a one-half inch iron rod with yellow cap stamped "JBI" found for corner;

North 18 degrees 48 minutes 02 seconds East, 186.21 feet to a one-half inch iron rod with yellow cap stamped "JBI" found for corner;

North 17 degrees 59 minutes 18 seconds East, 14.58 feet to a one-half inch iron rod with yellow cap stamped "JBI" found for corner;

North 15 degrees 16 minutes 59 seconds East, 51.07 feet to a one-half inch iron rod with yellow cap stamped "JBI" found for corner;

North 11 degrees 36 minutes 37 seconds East, 30.55 feet to a one-half inch iron rod with yellow cap stamped "JBI" found for corner;

North 10 degrees 15 minutes 11 seconds East, 24.19 feet to a one-half inch iron rod with yellow cap stamped "JBI" found for corner;

North 79 degrees 44 minutes 49 seconds West, 91.32 feet to a one-half inch iron rod with yellow cap stamped "JBI" found for corner;

North 10 degrees 15 minutes 11 seconds East, 50.00 feet to a one-half inch iron rod with yellow cap stamped "JBI" found for corner;

North 79 degrees 44 minutes 49 seconds West, 15.14 feet to a one-half inch iron rod with yellow cap stamped "JBI" found for corner;

North 10 degrees 15 minutes 11 seconds East, 188.34 feet to a one-half inch iron rod with yellow cap stamped "JBI" found for corner;

North 46 degrees 40 minutes 06 seconds West, 187.30 feet to a one-half inch iron rod with yellow cap stamped "JBI" found for corner in the east line of said 429.321 acre tract;

THENCE along the east line of said 429.321 acre tract as follows:

North 43 degrees 19 minutes 54 seconds East, 160.93 feet to a one-half inch iron rod with yellow cap stamped "JBI" found for corner;

North 09 degrees 22 minutes 09 seconds East, 171.28 feet to a one-half inch iron rod with yellow cap stamped "JBI" found for corner;

North 08 degrees 49 minutes 28 seconds West, 409.67 feet to a one-half inch iron rod with yellow cap stamped "JBI" found for corner, said point being in the north line of said 472.8955 acre tract, said point also being in the south right-of-way line of that tract of land described in deed to Northeast Texas Rural Rail Transportation District as recorded in Volume 5585, Page 2680, Official Public Records of Collin County, Texas;

THENCE along the south right-of-way line of said Northeast Texas Rural Rail Transportation District as follows:

North 81 degrees 09 minutes 48 seconds East, 952.69 feet to a one-half inch iron rod found at northeast corner of said 472.8955 acre tract, said point also being the northwest corner of said 216.85 acre tract;

North 81 degrees 12 minutes 20 seconds East, 1,968.14 feet to a one-half inch iron rod found at the northeast corner of said 216.85 acre tract, said point being at the northwest corner of Lot 13, Skyview Meadows Addition, as recorded in Cabinet G, Slide 576, Official Public Records of Collin County, Texas;

THENCE along the east line of said 216.85 acre tract as follows:

South 00 degrees 32 minutes 19 seconds West, 2,448.70 feet along the west line of said Skyview Meadows Addition to a one-half inch iron rod found at the south corner of Lot 9 and west corner of Lot 8 of said Skyview Meadows Addition, said point being the north corner and the northwest corner of Lot 3 of Lavon View Estates addition, as recorded in Cabinet I, Slide 381, Official Public Records of Collin County, Texas;

South 00 degrees 30 minutes 32 seconds West, 2,570.14 feet along the west line of said Lavon View Estates addition to a PK Nail found at the southeast corner of said 216.85 acre tract, said point being in the approximate centerline of said County Road 541;

THENCE South 89 degrees 53 minutes 52 seconds West, 1,944.34 feet along the approximate centerline of said County Road 541 to a PK Nail Found at the southwest corner of said 216.85 acre tract, said point being the southeast corner of said 472.8955 acre tract;

THENCE North 89 degrees 08 minutes 13 seconds West, 1,466.14 feet along the approximate centerline of said County Road 541 to a PK Nail found at the southwest corner of said 472.8955; THENCE North 00 degrees 22 minutes 15 seconds East, 30.66 feet to a one-half inch iron rod with cap stamped "USA INC. PROP COR." found at the southeast corner of said 180.339 acre tract, said point being in the north right-of-way line of said County Road 541;

THENCE North 00 degrees 22 minutes 15 seconds East, 30.66 feet to a one-half inch iron rod with yellow cap stamped "JBI" set for corner;

THENCE North 89 degrees 28 minutes 43 seconds West, 871.18 feet along the south line of said 180.339 acre tract and along the north right-of-way line of said County Road 541 to the POINT OF BEGINNING and containing 15,688,297 square feet or 360.154 acres of land.

BASIS OF BEARING:

The basis of bearing is based on the coordinate system (North Central Zone 4202 State Plane Coordinates, NAD83), distances shown hereon are grid distance values.

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: Nevada 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.