

CITY OF LAVON
ORDINANCE NO. 2019-09-03

Annexation – 59.273 acres and Lake Road – Sorrels

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

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

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

WHEREAS, the City desires to annex certain territory described herein (the “Property”); and

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

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

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

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

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

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

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

Being the balance of 59.273 acres described as Samuel M. Rainer Survey, Abstract No. 740, Tract 59 (CCAD Property ID 2152129), southwest of the intersection of SH 78 and FM 6, Collin County, Texas and the portion of Lake Road, also referred to as CR 486 and the right-of-way adjacent to and abutting the property, within the extraterritorial jurisdiction of the City of Lavon, Collin County, Texas, described in the attached Exhibit "A" and depicted in Exhibit "B" attached hereto and made a part hereof.

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

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

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

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

SECTION 6. Cumulative Clause. This ordinance shall be cumulative of all provisions of ordinances of the City of Lavon except where the provisions of this ordinance are in direct

conflict with the provisions of such ordinances, in which event the conflicting provisions of such ordinances are hereby repealed.

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

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

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

DULY PASSED AND APPROVED by the City Council of the City of Lavon, Texas, this 3rd day of September 2019.



Vicki Sanson, Mayor

ATTEST:



Kim Dobbs, City Administrator/City Secretary



ORDINANCE NO. 2019-09-03

EXHIBIT A - DESCRIPTION OF AREA

Metes and Bounds Description of Property

BEING A TRACT OF LAND LOCATED IN THE S.M. RANIER SURVEY, ABSTRACT NO. 740, COLLIN COUNTY, TEXAS AND BEING PART OF A TRACT OF LAND DESCRIBED IN DEED TO LAVON 678 DEVELOPMENT, LLC, RECORDED IN INSTRUMENT NO. 20190522000575640, OFFICIAL PUBLIC RECORDS, COLLIN COUNTY, TEXAS (O.P.R.C.C.T.) AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT FOR CORNER IN THE WESTERLY RIGHT-OF-WAY LINE OF STATE HIGHWAY 78, A VARIABLE WIDTH RIGHT-OF-WAY, AT THE SOUTH COMMON CORNER OF SAID LAVON 678 DEVELOPMENT TRACT AND BENTLY FARMS, AN ADDITION TO THE CITY OF LAVON, COLLIN COUNTY, TEXAS ACCORDING TO THE PLAT THERE OF RECORDED IN CABINET M, SLIDE 189, MAP RECORDS, COLLIN COUNTY, TEXAS (M.R.C.C.T.);

THENCE NORTH 00°54'13" EAST, ALONG THE COMMON LINE OF SAID LAVON 678 DEVELOPMENT TRACT AND SAID ADDITION, PASSING A 1/2-INCH IRON ROD FOUND AT THE EAST COMMON CORNER OF SAID ADDITION AND BENTLY FARMS PHASE TWO, AN ADDITION TO THE CITY OF LAVON, COLLIN COUNTY, TEXAS ACCORDING TO THE PLAT THEREOF RECORDED IN CABINET N, SLIDE 169, M.R.C.C.T., AND CONTINUING NORTHERLY, ALONG THE COMMON LINE OF SAID LAVON 678 DEVELOPMENT TRACT AND SAID BENTLY FARMS PHASE TWO, FOR A TOTAL DISTANCE OF 1,275.00 FEET TO A POINT FOR CORNER IN THE SOUTH LINE OF BENTLY FARMS PHASE THREE, AN ADDITION TO THE CITY OF LAVON, COLLIN COUNTY, TEXAS ACCORDING TO THE PLAT THEREOF RECORDED IN CABINET Q, SLIDE 56, M.R.C.C.T. AT THE NORTHEAST CORNER OF SAID BENTLY FARMS PHASE TWO;

THENCE SOUTH 89°54'53" EAST, ALONG THE COMMON LINE OF SAID LAVON 678 DEVELOPMENT TRACT AND SAID BENTLY FARMS PHASE THREE, A DISTANCE OF 218.76 FEET TO A 1/2-INCH IRON ROD WITH AN ORANGE CAP (ILLEGIBLE) FOUND AT THE SOUTHEAST CORNER OF SAID BENTLY FARMS PHASE THREE;

THENCE NORTH 08°52'29" WEST, CONTINUING ALONG THE COMMON LINE OF SAID LAVON 678 DEVELOPMENT TRACT AND SAID BENTLY FARMS PHASE THREE, A DISTANCE OF 1,169.81 FEET TO A 1/2-INCH IRON ROD FOUND AT THE NORTHEAST CORNER OF SAID BENTLY FARMS PHASE THREE AND THE SOUTHEAST CORNER OF A TRACT OF LAND DESCRIBED IN DEED TO DONALD M. BROCK, RECORDED IN INSTRUMENT NO. 20101101001187570, O.P.R.C.C.T.;

THENCE NORTH 10°18'42" WEST, ALONG THE COMMON LINE OF SAID LAVON 678 DEVELOPMENT TRACT AND SAID BROCK TRACT, A DISTANCE OF 140.98 FEET TO A 1/2-INCH IRON ROD WITH A YELLOW CAP STAMPED "RHODES SURVEYING" FOUND AT THE EAST COMMON CORNER OF SAID BROCK TRACT AND A TRACT OF LAND DESCRIBED IN DEED TO VICTORIA MEIRELES, RECORDED IN INSTRUMENT NO. 20190110000032130, O.P.R.C.C.T., SAID POINT BEING THE SOUTHWEST CORNER OF A TRACT OF LAND DESCRIBED IN DEED TO SCOTT EVANS, RECORDED IN INSTRUMENT NO. 20190522000575660, O.P.R.C.C.T.;

THENCE NORTH 79°47'22" EAST, LEAVING SAID COMMON LINE AND ALONG THE SOUTH LINE OF SAID EVANS TRACT, A DISTANCE OF 410.48 FEET TO THE SOUTHEAST CORNER OF SAID EVANS TRACT;

THENCE NORTH 00°31'02" EAST, ALONG THE EAST LINE OF SAID EVANS TRACT, A DISTANCE OF 568.43 FEET TO A POINT IN COUNTY ROAD 486 AND THE NORTH LINE OF SAID LAVON 678 DEVELOPMENT TRACT AT THE NORTHEAST CORNER OF SAID EVANS TRACT;

THENCE SOUTH 89°28'18" EAST, ALONG THE NORTH LINE OF SAID LAVON 678 DEVELOPMENT TRACT AND SAID COUNTY ROAD, A DISTANCE OF 760.88 FEET TO A PK NAIL FOUND AT THE NORTH COMMON CORNER OF SAID

LAVON 678 DEVELOPMENT TRACT AND THE NORTHWEST CORNER OF A TRACT OF LAND DESCRIBED IN DEED TO THE STATE OF TEXAS, RECORDED IN INSTRUMENT NO. 20120329000364840, O.P.R.C.C.T.;

THENCE SOUTHEASTERLY, ALONG THE SOUTHWESTERLY LINES OF SAID STATE OF TEXAS TRACT. THE FOLLOWING FOUR (4) COURSES AND DISTANCES:

SOUTH 01°08'51" EAST, A DISTANCE OF 39.57 FEET TO AN ALUMINUM DISK STAMPED "TEXAS DEPARTMENT OF TRANSPORTATION ROW MONUMENT" (TXDOT MONUMENT) FOUND FOR CORNER; SOUTH 71°57'36" EAST, A DISTANCE OF 207.76 FEET TO A POINT FOR CORNER;

NORTH 89°32'49" EAST, A DISTANCE OF 130.00 FEET TO A TXDOT MONUMENT FOUND FOR CORNER;

SOUTH 09°18'37" EAST, A DISTANCE OF 195.44 FEET TO A TXDOT MONUMENT FOUND FOR CORNER IN SAID WESTERLY RIGHT-OF-WAY LINE OF STATE HIGHWAY 78, AT THE BEGINNING OF A NON-TANGENT CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 19°21'05", A RADIUS OF 5,669.58 FEET AND A CHORD BEARING AND DISTANCE OF SOUTH 24°05'10" WEST, 1,905.79 FEET;

THENCE SOUTHWESTERLY, ALONG SAID WESTERLY RIGHT-OF-WAY LINE, THE FOLLOWING FOUR (4) COURSES AND DISTANCES:

SOUTHWESTERLY, ALONG SAID CURVE TO THE RIGHT, AN ARC DISTANCE OF 1,914.88 FEET TO A 1/2-INCH IRON ROD (POSSIBLE TXDOT MONUMENT MISSING CAP) FOUND FOR CORNER;

SOUTH 33°43'13" WEST, A DISTANCE OF 1,011.55 FEET TO A TXDOT MONUMENT FOUND FOR CORNER; SOUTH 36°35'49" WEST, A DISTANCE OF 99.87 FEET TO A TXDOT MONUMENT FOUND FOR CORNER;

SOUTH 33°43'13" WEST, A DISTANCE OF 295.82 FEET TO THE POINT OF BEGINNING AND CONTAINING 2,581,937 SQUARE FEET OR 59.273 ACRES OF LAND, MORE OR LESS.

BASIS OF BEARINGS IS THE TEXAS STATE PLANE COORDINATE SYSTEM, NAD 83, NORTH CENTRAL ZONE (4202) AS DERIVED FROM GPS OBSERVATIONS. ALL DISTANCES AND AREAS ARE SURFACE MEASUREMENTS.

and

the portion of Lake Road also referred to as CR 486 and the right of way adjacent to and abutting the above described property.

ORDINANCE NO. 2019-09-03

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 _____, 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.

JUL 30 2013

CITY OF LAVON

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 <http://cityoflavon.com/code-regulations.htm> 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 pursuant to the Development Agreement, 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:

678 LAVON DEVELOPMENT CORP.
1591 LAKE RD
LAVON, TX. 75166

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 18th day of July, 2019.

SIGNATURES ON FOLLOWING PAGE(S)

CITY OF LAVON

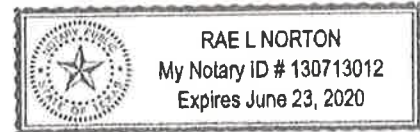
By: Vicki Sanson
Name: Vicki Sanson
Title: Mayor
Date: 8/6/2019



THE STATE OF TEXAS §
 §
COUNTY OF COLLIN §

This instrument was acknowledged before me on August 6, 2019, by Vicki Sanson, Mayor of the City of Lavon, Texas on behalf of said City.

Rae L Norton
Notary Public in and for the State of TEXAS



OWNER: William M. Sorrels III

By: William M. Sorrels III
Name: Authorized Agent of Owner
Title: MANAGING MEMBER
Date: 7/18/2019

THE STATE OF TEXAS §
 §
COUNTY OF Rockwall §

This instrument was acknowledged before me on July 18, 2019, by Will Sorrels, owner of said Property.

Cami C. Magee
Notary Public in and for the State of TEXAS

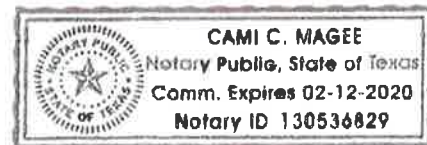


EXHIBIT "A"
Property Description and Depiction

BEING

PROJECT NO. 190061
59.273 ACRES
JULY 11, 2019



BEING A TRACT OF LAND LOCATED IN THE S.M. RANIER SURVEY, ABSTRACT NO. 740, COLLIN COUNTY, TEXAS AND BEING PART OF A TRACT OF LAND DESCRIBED IN DEED TO LAVON 678 DEVELOPMENT, LLC, RECORDED IN INSTRUMENT NO. 20190522000575640, OFFICIAL PUBLIC RECORDS, COLLIN COUNTY, TEXAS (O.P.R.C.C.T.) AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT FOR CORNER IN THE WESTERLY RIGHT-OF-WAY LINE OF STATE HIGHWAY 78, A VARIABLE WIDTH RIGHT-OF-WAY, AT THE SOUTH COMMON CORNER OF SAID LAVON 678 DEVELOPMENT TRACT AND BENTLY FARMS, AN ADDITION TO THE CITY OF LAVON, COLLIN COUNTY, TEXAS ACCORDING TO THE PLAT THERE OF RECORDED IN CABINET M, SLIDE 189, MAP RECORDS, COLLIN COUNTY, TEXAS (M.R.C.C.T.);

THENCE NORTH 00°54'13" EAST, ALONG THE COMMON LINE OF SAID LAVON 678 DEVELOPMENT TRACT AND SAID ADDITION, PASSING A 1/2-INCH IRON ROD FOUND AT THE EAST COMMON CORNER OF SAID ADDITION AND BENTLY FARMS PHASE TWO, AN ADDITION TO THE CITY OF LAVON, COLLIN COUNTY, TEXAS ACCORDING TO THE PLAT THEREOF RECORDED IN CABINET N, SLIDE 169, M.R.C.C.T., AND CONTINUING NORTHERLY, ALONG THE COMMON LINE OF SAID LAVON 678 DEVELOPMENT TRACT AND SAID BENTLY FARMS PHASE TWO, FOR A TOTAL DISTANCE OF 1,275.00 FEET TO A POINT FOR CORNER IN THE SOUTH LINE OF BENTLY FARMS PHASE THREE, AN ADDITION TO THE CITY OF LAVON, COLLIN COUNTY, TEXAS ACCORDING TO THE PLAT THEREOF RECORDED IN CABINET Q, SLIDE 56, M.R.C.C.T. AT THE NORTHEAST CORNER OF SAID BENTLY FARMS PHASE TWO;

THENCE SOUTH 89°54'53" EAST, ALONG THE COMMON LINE OF SAID LAVON 678 DEVELOPMENT TRACT AND SAID BENTLY FARMS PHASE THREE, A DISTANCE OF 218.76 FEET TO A 1/2-INCH IRON ROD WITH AN ORANGE CAP (ILLEGIBLE) FOUND AT THE SOUTHEAST CORNER OF SAID BENTLY FARMS PHASE THREE;

THENCE NORTH 08°52'29" WEST, CONTINUING ALONG THE COMMON LINE OF SAID LAVON 678 DEVELOPMENT TRACT AND SAID BENTLY FARMS PHASE THREE, A DISTANCE OF 1,169.81 FEET TO A 1/2-INCH IRON ROD FOUND AT THE NORTHEAST CORNER OF SAID BENTLY FARMS PHASE THREE AND THE SOUTHEAST CORNER OF A TRACT OF LAND DESCRIBED IN DEED TO DONALD M. BROCK, RECORDED IN INSTRUMENT NO. 20101101001187570, O.P.R.C.C.T.;

THENCE NORTH 10°18'42" WEST, ALONG THE COMMON LINE OF SAID LAVON 678 DEVELOPMENT TRACT AND SAID BROCK TRACT, A DISTANCE OF 140.98 FEET TO A 1/2-INCH IRON ROD WITH A YELLOW CAP STAMPED "RHODES SURVEYING" FOUND AT THE EAST COMMON CORNER OF SAID BROCK TRACT AND A TRACT OF LAND DESCRIBED IN DEED TO VICTORIA MEIRELES, RECORDED IN INSTRUMENT NO. 20190110000032130, O.P.R.C.C.T., SAID POINT BEING THE SOUTHWEST CORNER OF A TRACT OF LAND DESCRIBED IN DEED TO SCOTT EVANS, RECORDED IN INSTRUMENT NO. 20190522000575660, O.P.R.C.C.T.;

THENCE NORTH 79°47'22" EAST, LEAVING SAID COMMON LINE AND ALONG THE SOUTH LINE OF SAID EVANS TRACT, A DISTANCE OF 410.48 FEET TO THE SOUTHEAST CORNER OF SAID EVANS TRACT;

THENCE NORTH 00°31'02" EAST, ALONG THE EAST LINE OF SAID EVANS TRACT, A DISTANCE OF 568.43 FEET TO A POINT IN COUNTY ROAD 486 AND THE NORTH LINE OF SAID LAVON 678 DEVELOPMENT TRACT AT THE NORTHEAST CORNER OF SAID EVANS TRACT;

THENCE SOUTH 89°28'18" EAST, ALONG THE NORTH LINE OF SAID LAVON 678 DEVELOPMENT TRACT AND SAID COUNTY ROAD, A DISTANCE OF 760.88 FEET TO A PK NAIL FOUND AT THE NORTH COMMON CORNER OF SAID LAVON 678 DEVELOPMENT TRACT AND THE NORTHWEST CORNER OF A TRACT OF LAND DESCRIBED IN DEED TO THE STATE OF TEXAS, RECORDED IN INSTRUMENT NO. 20120329000364840, O.P.R.C.C.T.;

THENCE SOUTHEASTERLY, ALONG THE SOUTHWESTERLY LINES OF SAID STATE OF TEXAS TRACT. THE FOLLOWING FOUR (4) COURSES AND DISTANCES:

SOUTH 01°08'51" EAST, A DISTANCE OF 39.57 FEET TO AN ALUMINUM DISK STAMPED "TEXAS DEPARTMENT OF TRANSPORTATION ROW MONUMENT" (TXDOT MONUMENT) FOUND FOR CORNER;

SOUTH 71°57'36" EAST, A DISTANCE OF 207.76 FEET TO A POINT FOR CORNER;

NORTH 89°32'49" EAST, A DISTANCE OF 130.00 FEET TO A TXDOT MONUMENT FOUND FOR CORNER;

SOUTH 09°18'37" EAST, A DISTANCE OF 195.44 FEET TO A TXDOT MONUMENT FOUND FOR CORNER IN SAID WESTERLY RIGHT-OF-WAY LINE OF STATE HIGHWAY 78, AT THE BEGINNING OF A NON-TANGENT CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 19°21'05", A RADIUS OF 5,669.58 FEET AND A CHORD BEARING AND DISTANCE OF SOUTH 24°05'10" WEST, 1,905.79 FEET;

THENCE SOUTHWESTERLY, ALONG SAID WESTERLY RIGHT-OF-WAY LINE, THE FOLLOWING FOUR (4) COURSES AND DISTANCES:

SOUTHWESTERLY, ALONG SAID CURVE TO THE RIGHT, AN ARC DISTANCE OF 1,914.88 FEET TO A 1/2-INCH IRON ROD (POSSIBLE TXDOT MONUMENT MISSING CAP) FOUND FOR CORNER;

SOUTH 33°43'13" WEST, A DISTANCE OF 1,011.55 FEET TO A TXDOT MONUMENT FOUND FOR CORNER;

SOUTH 36°35'49" WEST, A DISTANCE OF 99.87 FEET TO A TXDOT MONUMENT FOUND FOR CORNER;

SOUTH 33°43'13" WEST, A DISTANCE OF 295.82 FEET TO THE **POINT OF BEGINNING** AND CONTAINING 2,581,937 SQUARE FEET OR 59.273 ACRES OF LAND, MORE OR LESS.

BASIS OF BEARINGS IS THE TEXAS STATE PLANE COORDINATE SYSTEM, NAD 83, NORTH CENTRAL ZONE (4202) AS DERIVED FROM GPS OBSERVATIONS. ALL DISTANCES AND AREAS ARE SURFACE MEASUREMENTS.

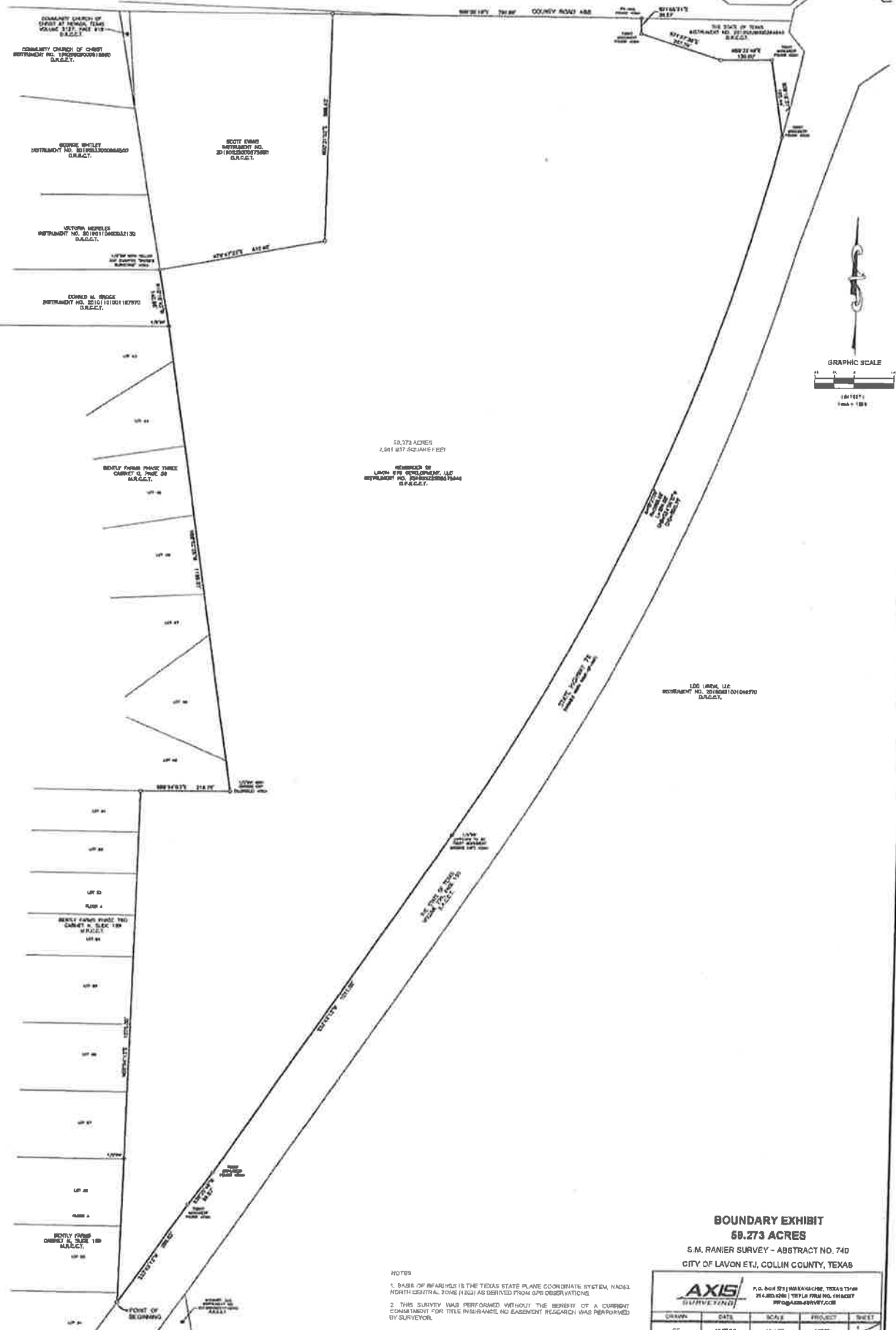


SEAN SHROPSHIRE
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 5674
TBPLS FIRM REGISTRATION NO. 10194367
JULY 12, 2019



LAVON CEMETERY CORPORATION
C/O WILLIAM H. BERRY, DIRECTOR
RTE. 100, BOX 20000, LAVON, TX 75141

LAVON CEMETERY, SECTION
CHARTER 2011, BLOCK 874
S.E.C. 1



58.273 ACRES
2,541,837 SQUARE FEET

MEMORANDUM OF UNDERSTANDING, LLC
INSTRUMENT NO. 20100810106870
S.E.C. 1

LAWSON ESTATE, LLC
INSTRUMENT NO. 20100810106870
S.E.C. 1

BOUNDARY EXHIBIT
58.273 ACRES
S.M. RANIER SURVEY - ABSTRACT NO. 740
CITY OF LAVON ETJ, COLLIN COUNTY, TEXAS

- NOTES
1. BASIS OF REFERENCE IS THE TEXAS STATE PLANE COORDINATE SYSTEM, NAD83, NORTH CENTRAL ZONE (AZIM) AS DERIVED FROM GPS OBSERVATIONS.
 2. THIS SURVEY WAS PERFORMED WITHOUT THE BENEFIT OF A CURRENT COMMITMENT FOR TITLE INSURANCE. NO EASEMENT RESEARCH WAS PERFORMED BY SURVEYOR.

AXIS SURVEYING		P.O. BOX 8271 WAXAHACHIE, TEXAS 75169 714.263.0286 714.263.0287 PROJECT@AXIS-SURVEYING.COM	
CLIENT:	DATE:	SCALE:	PROJECT:
SS	10/07/12	1"=100'	100001
			SHEET: 1

EXHIBIT "B"
Municipal Service Plan

CITY OF LAVON
ANNEXATION SERVICE PLAN

PUBLIC SAFETY SERVICES

FIRE SERVICES

Existing Services: Nevada Volunteer 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 Volunteer Fire Department (LVFD). Adequate fire suppression activities can be afforded to the annexed area within current budget appropriation. Fire protection and prevention services will be provided by the Fire Marshal's office as needed. The LVFD 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: None

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, taking into account 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: County Road Maintenance

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 of the city's parks and recreation facilities shall be available for use by residents of the annexed area. The annexed area will be included in the park planning processes. Services can be provided within the current budget appropriation.

UTILITY SERVICES

SOLID WASTE COLLECTION SERVICES

Existing Services: None

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

WATER SERVICES

Existing Services: Bear Creek Special Utility District

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

SANITARY SEWER SERVICES

Existing Services: None

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

MISCELLANEOUS SERVICES

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