

CITY OF LAVON
ORDINANCE NO. 2018-08-03

Annexation – 30.485 acres and CR 484 ROW – Traditions Phase 2

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 PUBLIC HEARINGS, 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, on June 19, 2018, the City received a request from landowner Bloomfield Homes LP for the voluntary annexation of 30.485 acres of land adjacent to the city limits; and

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, all public hearings, and all requirements for such annexation have been provided, held, and met in accordance with applicable law; and

WHEREAS, a development agreement pursuant to Section 43.016 of the Texas Local Government Code was declined; 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 Collin County CAD ID# 1250096, a 30.485 acre tract of land situated in the D. Anglin Survey, Abstract No. 2, Sheet 3, Tract 84, adjacent to and located south of CR 484 (Geren) west of Traditions at Grand Heritage and the right-of-way of CR 484 adjacent to the above described 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 21st day of August, 2018.


Vicki Sanson, Mayor

ATTEST:



Kim Dobbs, City Administrator | City Secretary



ORDINANCE NO. 2018-08-03

EXHIBIT A - FIELD NOTE DESCRIPTION OF AREA

BEING a 30.485 acre tract of land situated in the Drury Anglin Survey, Abstract No. 2, Collin County, Texas, and being a parcel or tract of land described to Cape Cod Bank & Trust Company in deed recorded in Volume 2651, Page 27 of the Deed Records of Collin County, Texas, and being more particularly described as follows:

BEGINNING at a 1/2 inch iron rod with red cap stamped "USA INC" found for corner, said rod being the Northeast corner of Traditions At Grand Heritage West an addition to the City of Lavon, as recorded in Volume 2017, Page 900 of the Deed Records of Collins County, Texas, said point being a dedicated right-of-way for County Road F.M. 484;

THENCE North 00 degrees 47 minutes 17 seconds East a distance of 30.16 feet to a point for corner, said point being in the approximate centerline of said County Road F. M. 484, (currently a variable-width prescriptive-by-use public right-of-way);

THENCE South 89 degrees 22 minutes 38 seconds East, along the approximate centerline of County Road F. M. 484, a distance of 555.40 feet to a 1/2 inch iron rod with red cap stamped "USA INC." found for corner, said point being a point for the Southerly right-of-way line for Windmill Drive (50 foot right-of-way);

THENCE South 89 degrees 00 minutes 06 seconds East, along said Southerly right-of-way line of Windmill Drive a distance of 131.60 feet to a 1/2 inch iron rod with red cap stamped "USA INC" found for corner, said point being the Northwest corner of Traditions At Grand Heritage an addition to the City of Lavon, as recorded in Volume 2016, Page 689, of the Deed Records of Collins County, Texas;

THENCE South 00 degrees 47 minutes 17 seconds West departing the Southerly right-of-way line of said Windmill Drive, and along the Easterly line of said Cape Cod tract, and along the Westerly line of said Traditions At Grand Heritage, and passing a 1/2 inch iron rod with red cap stamped "USA INC" at a distance of 1,279.93 feet found for the Northwest corner of an H.O.A., P.A.E.D.E., S.S.E. & W.E tract, and passing a distance of 197.64 a 1/2 inch iron rod with red cap stamped "USA INC" for the Northwest corner of a tract of land described in deed to City of Lavon Collins County, Texas as recorded in Document Number 20060725001041390 of the Official Public Records, Collins County, Texas, for a total distance of 1,832.19 feet to a point for corner, said point being the Southeast corner of said Cape Cod tract and the Northerly line of a tract of and described in deed to John David Sanders as recorded in Volume 4589, Page 1490 of the Deed Records, Collins County, Texas, said point also being along the approximate centerline of Bear Creek;

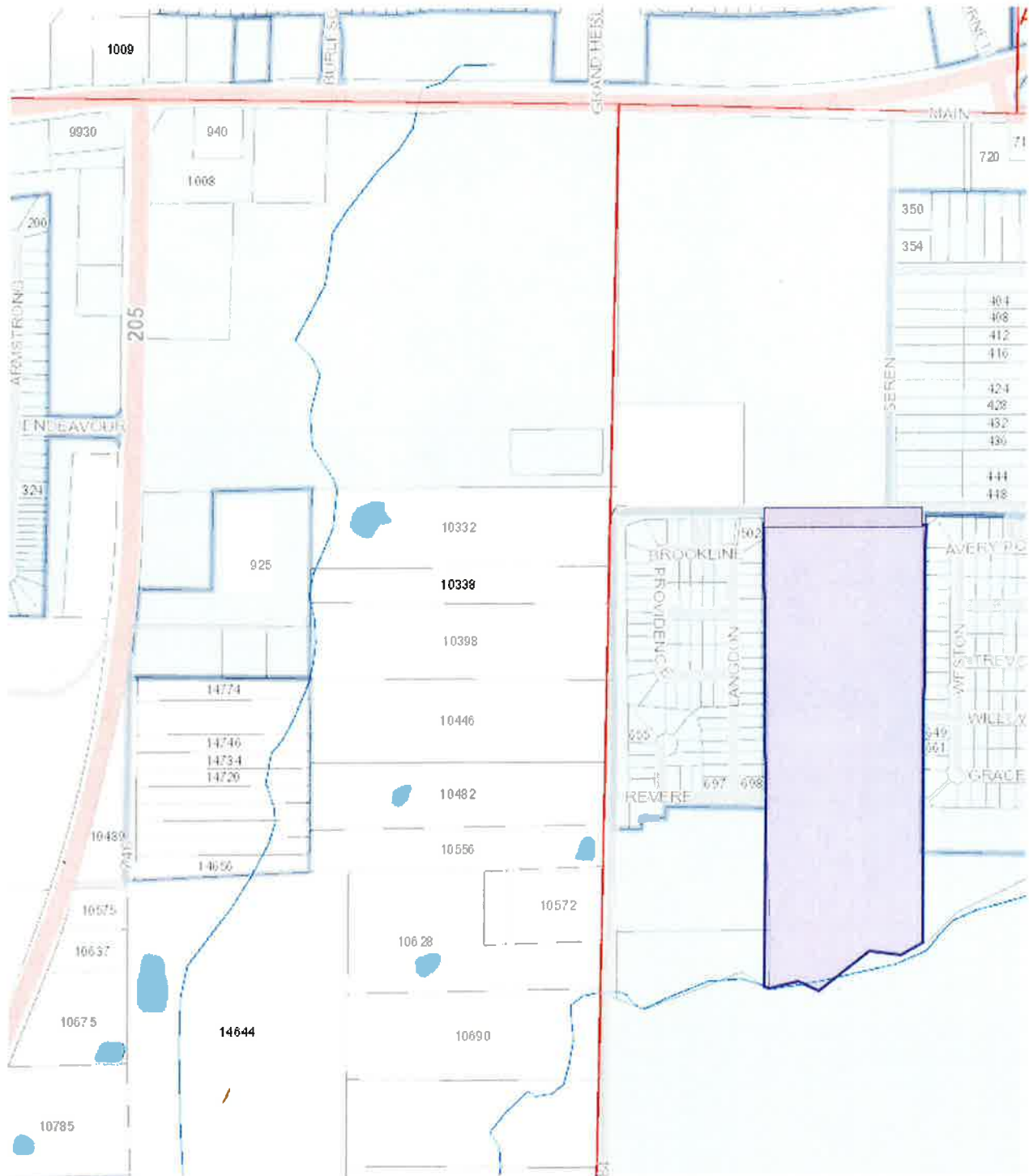
THENCE South 74 degrees 24 minutes 58 seconds West along said approximate centerline of Bear Creek and the Northerly line of said Sanders tract and the Southerly line of said Cape Cod tract a distance of 716.06 feet to a point for corner, said point being in the Southwest corner of

said Cape Cod tract and the Southeast line of a tract of land described in deed to Bear Creek Windmill LP as recorded in Volume 5467, Page 695 of the Deed Records, Collins County, Texas;

THENCE North 00 degrees 47 minutes 17 seconds East passing a 1/2 inch iron rod with red cap stamped "USA INC" at a distance of 745.11 for the Southeast corner of said Traditions At Grand Heritage West said point being the Northeast corner of said Bear Creek Windmill LP tract and being along the Westerly line of said Cape Cod tract and being along the Easterly line of said Traditions At Grand Heritage West tract for a total distance of 2,002.75 feet to the **POINT OF BEGINNING** and containing 1,327,916 square feet or 30.485 acres of land, more or less.

ORDINANCE NO. 2018-08-03

EXHIBIT B – MAP



ORDINANCE NO. 2018-08-03

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 to Cape Cod Bank & Trust Company in deed recorded in Volume 2651, Page 27 of the Deed Records of Collin County, Texas, containing 30.485 acres, more or less, 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 <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:

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 17 day of July, 2018.

SIGNATURES ON FOLLOWING PAGE(S)

CITY OF LAVON

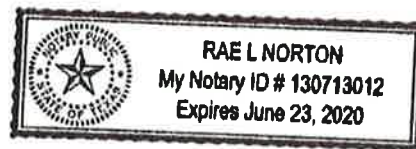
By: Vicki Sanson
Name: Vicki Sanson
Title: Mayor
Date: 7-17-18



THE STATE OF TEXAS §
 §
COUNTY OF Collin §

This instrument was acknowledged before me on July 17, 2018, 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: Bloomfield Homes, L.P.
A Texas Limited Partnership
By: Bloomfield Properties, Inc.,
Texas Corporation, General Partner

Signed: [Signature]
Stephen J. Corradi, Attorney in Fact

THE STATE OF TEXAS §
 §
COUNTY OF TARRANT §

BEFORE ME, the undersigned authority, on this day personally appeared Stephen J. Corradi, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office, this 10 day of July, 2018.

[Signature]
Notary Public in and for the State of TEXAS



EXHIBIT "A"
Property Description and Depiction

BEING a 30.485 acre tract of land situated in the Drury Anglin Survey, Abstract No. 2, Collin County, Texas, and being a parcel or tract of land described to Cape Cod Bank & Trust Company in deed recorded in Volume 2651, Page 27 of the Deed Records of Collin County, Texas, and being more particularly described as follows:

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THENCE North 00 degrees 47 minutes 17 seconds East a distance of 30.16 feet to a point for corner, said point being in the approximate centerline of said County Road F. M. 484, (currently a variable-width prescriptive-by-use public right-of-way);

THENCE South 89 degrees 22 minutes 38 seconds East, along the approximate centerline of County Road F. M. 484, a distance of 555.40 feet to a 1/2 inch iron rod with red cap stamped "USA INC." found for corner, said point being a point for the Southerly right-of-way line for Windmill Drive (50 foot right-of-way);

THENCE South 89 degrees 00 minutes 06 seconds East, along said Southerly right-of-way line of Windmill Drive a distance of 131.60 feet to a 1/2 inch iron rod with red cap stamped "USA INC" found for corner, said point being the Northwest corner of Traditions At Grand Heritage an addition to the City of Lavon, as recorded in Volume 2016, Page 689, of the Deed Records of Collins County, Texas;

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THENCE South 74 degrees 24 minutes 58 seconds West along said approximate centerline of Bear Creek and the Northerly line of said Sanders tract and the Southerly line of said Cape Cod tract a distance of 716.06 feet to a point for corner, said point being in the Southwest corner of said Cape Cod tract and the Southeast line of a tract of land described in deed to Bear Creek Windmill LP as recorded in Volume 5467, Page 695 of the Deed Records, Collins County, Texas;

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EXHIBIT "B"
Municipal Service Plan

CITY OF LAVON ANNEXATION SERVICE PLAN
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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 prevention activities 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.

REQUEST FOR ANNEXATION
BY AREA LANDOWNERS

TO THE MAYOR OF THE GOVERNING BODY OF THE CITY OF LAVON, TEXAS:

The undersigned owner of the hereinafter described tract of land, which is vacant and without residents, hereby requests pursuant to Texas Local Government Code Section 43.0671 that your honorable Body extend the present city limits so as to include as part of the City of Lavon, Texas, the territory, described by metes and bounds in Exhibit A and depicted on the map in Exhibit B.

The owner certifies that the above described tract of land is contiguous and adjacent to the City of Lavon, Texas, and that this petition is signed and duly acknowledged by each and every person having an interest in the land.

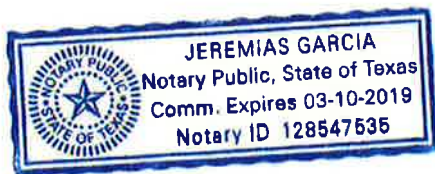
Bloomfield Homes, L.P.
A Texas Limited Partnership
By: Bloomfield Properties, Inc.,
Texas Corporation, General Partner

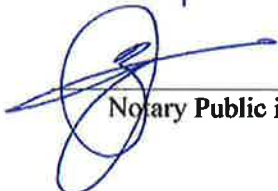
Signed: 
Stephen J. Corradi, Attorney in Fact

THE STATE OF TEXAS §
 §
COUNTY OF TARRANT §

BEFORE ME, the undersigned authority, on this day personally appeared Stephen J Corradi, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office, this 10 day of July, 2018.





Notary Public in and for the state of Texas

EXHIBIT "A"
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THENCE South 89 degrees 00 minutes 06 seconds East, along said Southerly right-of-way line of Windmill Drive a distance of 131.60 feet to a 1/2 inch iron rod with red cap stamped "USA INC" found for corner, said point being the Northwest corner of Traditions At Grand Heritage an addition to the City of Lavon, as recorded in Volume 2016, Page 689, of the Deed Records of Collins County, Texas;

THENCE South 00 degrees 47 minutes 17 seconds West departing the Southerly right-of-way line of said Windmill Drive, and along the Easterly line of said Cape Cod tract, and along the Westerly line of said Traditions At Grand Heritage, and passing a 1/2 inch iron rod with red cap stamped "USA INC" at a distance of 1,279.93 feet found for the Northwest corner of an H.O.A., P.A.E.D.E., S.S.E. & W.E tract, and passing a distance of 197.64 a 1/2 inch iron rod with red cap stamped "USA INC" for the Northwest corner of a tract of land described in deed to City of Lavon Collins County, Texas as recorded in Document Number 20060725001041390 of the Official Public Records, Collins County, Texas, for a total distance of 1,832.19 feet to a point for corner, said point being the Southeast corner of said Cape Cod tract and the Northerly line of a tract of and described in deed to John David Sanders as recorded in Volume 4589, Page 1490 of the Deed Records, Collins County, Texas, said point also being along the approximate centerline of Bear Creek;

THENCE South 74 degrees 24 minutes 58 seconds West along said approximate centerline of Bear Creek and the Northerly line of said Sanders tract and the Southerly line of said Cape Cod tract a distance of 716.06 feet to a point for corner, said point being in the Southwest corner of said Cape Cod tract and the Southeast line of a tract of land described in deed to Bear Creek

Windmill LP as recorded in Volume 5467, Page 695 of the Deed Records, Collins County, Texas;

THENCE North 00 degrees 47 minutes 17 seconds East passing a 1/2 inch iron rod with red cap stamped "USA INC" at a distance of 745.11 for the Southeast corner of said Traditions At Grand Heritage West said point being the Northeast corner of said Bear Creek Windmill LP tract and being along the Westerly line of said Cape Cod tract and being along the Easterly line of said Traditions At Grand Heritage West tract for a total distance of 2,002.75 feet to the **POINT OF BEGINNING** and containing 1,327,916 square feet or 30.485 acres of land, more or less.

