

**CITY OF LAVON**  
**ORDINANCE NO. 2022-02-07**

Annexation – 376.758 acres and portions of adjacent road – Elevon, Section 2, Ph 2A-2E

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

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

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

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

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

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

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

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

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

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

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

**Being 376.758 acres 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, and also 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 adjacent right-of-way abutting the property within the extraterritorial jurisdiction of the City of Lavon, Collin County, Texas, described in the attached Exhibit "A" and depicted in Exhibit "B" attached hereto and made a part hereof.**

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

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

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

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

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

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

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

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

**DULY PASSED AND APPROVED** by the City Council of the City of Lavon, Texas, this 15<sup>th</sup> day of February 2022.



Vicki Sanson  
Mayor

ATTEST:



Rae Norton  
City Secretary



## EXHIBIT A - DESCRIPTION OF AREA

### LEGAL DESCRIPTION

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, and also 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 being further described as follows:

BEGINNING at a one-half inch iron rod with cap stamped "USA INC. PROP. COR" found at the southwest corner of said 180.339 acre tract, said point being the southeast corner of Lot 29, Lavon Ranchettes Plat, an Addition to Collin County as recorded in Volume B, Page 45, Official Public Records of Collin County, Texas, said point also being in the north right-of-way line of County Road 541;

THENCE along the west line of said 180.339 acre tract and along the east line of said Lavon Ranchettes Addition as follows:

North 01 degrees 21 minutes 21 seconds East, 157.69 feet to a one-half inch iron rod found for corner;

North 01 degrees 07 minutes 18 seconds East, 1,375.04 feet to a three-eighths inch iron rod found for corner;

North 01 degrees 01 minutes 24 seconds East, 240.18 feet to a one-half inch iron rod with cap stamped "USA INC. PROP. COR" found at the northwest corner of said 180.339 acre tract, said point also being in the south line of said 472.8955 acre tract;

THENCE 01 degrees 07 minutes 21 seconds East, at 1,306.98 feet passing the northeast corner of said Lavon Ranchettes Addition, in all a total distance of 1,576.39 feet to a one-half inch iron rod with yellow cap stamped "JBI" set for corner;

THENCE South 88 degrees 52 minutes 39 seconds East, 649.89 feet to a one-half inch iron rod with yellow cap stamped "JBI" set for corner;

THENCE North 70 degrees 37 minutes 18 seconds East, 252.27 feet to a one-half inch iron rod with yellow cap stamped "JBI" set for corner;

THENCE North 58 degrees 06 minutes 24 seconds East, 454.01 feet to a one-half inch iron rod with yellow cap stamped "JBI" set for corner;

THENCE South 81 degrees 00 minutes 14 seconds East, 273.36 feet to a one-half inch iron rod with yellow cap stamped "JBI" set for corner;

THENCE South 20 degrees 23 minutes 20 seconds East, 149.63 feet to a one-half inch iron rod with yellow cap stamped "JBI" set for corner;

THENCE North 86 degrees 39 minutes 17 seconds East, 326.44 feet to a one-half inch iron rod with yellow cap stamped "JBI" set for corner;

THENCE North 02 degrees 14 minutes 27 seconds East, 149.62 feet to a one-half inch iron rod with yellow cap stamped "JBI" set for corner;

THENCE North 50 degrees 45 minutes 14 seconds East, 210.82 feet to a one-half inch iron rod with yellow cap stamped "JBI" set for corner;

THENCE North 88 degrees 55 minutes 55 seconds East, 423.69 feet to a one-half inch iron rod with yellow cap stamped "JBI" set for corner;

THENCE South 85 degrees 19 minutes 02 seconds East, 780.24 feet to a one-half inch iron rod with yellow cap stamped "JBI" set for corner;

THENCE North 88 degrees 10 minutes 40 seconds East, 481.32 feet to a one-half inch iron rod with yellow cap stamped "JBI" set for corner;

THENCE South 57 degrees 19 minutes 17 seconds East, 211.03 feet to a one-half inch iron rod with yellow cap stamped "JBI" set for corner;

THENCE North 32 degrees 40 minutes 43 seconds East, 126.45 feet to a one-half inch iron rod with yellow cap stamped "JBI" set for corner;

THENCE North 15 degrees 53 minutes 22 seconds West, 13.34 feet to a one-half inch iron rod with yellow cap stamped "JBI" set for corner;

THENCE North 63 degrees 02 minutes 13 seconds West, 12.06 feet to a one-half inch iron rod with yellow cap stamped "JBI" set for corner;

THENCE North 26 degrees 31 minutes 02 seconds East, 50.00 feet to a one-half inch iron rod with yellow cap stamped "JBI" set for corner;

THENCE Southeasterly, 372.60 feet along a curve to the right having a central angle of 25 degrees 52 minutes 38 seconds, a radius of 825.00 feet, a tangent of 189.54 feet and whose chord bears South 50 degrees 32 minutes 39 seconds East, 369.45 feet to a one-half inch iron rod with yellow cap stamped "JBI" set for corner;

THENCE North 52 degrees 23 minutes 40 seconds East, 228.59 feet to a one-half inch iron rod with yellow cap stamped "JBI" set for corner;

THENCE North 27 degrees 23 minutes 01 seconds East, 204.73 feet to a one-half inch iron rod with yellow cap stamped "JBI" set for corner;

THENCE South 89 degrees 59 minutes 16 seconds East, 238.16 feet to a one-half inch iron rod with yellow cap stamped "JBI" set for corner;

THENCE South 46 degrees 40 minutes 06 seconds East, 327.25 feet to a one-half inch iron rod with yellow cap stamped "JBI" set for corner;

THENCE South 10 degrees 15 minutes 11 seconds West, 188.34 feet to a one-half inch iron rod with yellow cap stamped "JBI" set for corner;

THENCE South 79 degrees 44 minutes 49 seconds East, 15.14 feet to a one-half inch iron rod with yellow cap stamped "JBI" set for corner;

THENCE South 10 degrees 15 minutes 11 seconds West, 50.00 feet to a one-half inch iron rod with yellow cap stamped "JBI" set for corner;

THENCE South 79 degrees 44 minutes 49 seconds East, 91.32 feet to a one-half inch iron rod with yellow cap set for corner;

THENCE South 10 degrees 15 minutes 11 seconds West, 24.19 feet to a one-half inch iron rod with yellow cap stamped "JBI" set for corner;

THENCE South 11 degrees 36 minutes 37 seconds West, 30.55 feet to a one-half inch iron rod with yellow cap stamped "JBI" set for corner;

THENCE South 15 degrees 04 minutes 19 seconds West, 47.37 feet to a one-half inch iron rod with yellow cap stamped "JBI" set for corner;

THENCE South 17 degrees 59 minutes 18 seconds West, 18.28 feet to a one-half inch iron rod with yellow cap stamped "JBI" set for corner;

THENCE South 18 degrees 48 minutes 02 seconds West, 186.21 feet to a one-half inch iron rod with yellow cap stamped "JBI" set for corner;

THENCE South 19 degrees 49 minutes 03 seconds West, 50.93 feet to a one-half inch iron rod with yellow cap stamped "JBI" set for corner;

THENCE South 21 degrees 41 minutes 34 seconds West, 42.99 feet to a one-half inch iron rod with yellow cap stamped "JBI" set for corner;

THENCE South 23 degrees 24 minutes 34 seconds West, 42.99 feet to a one-half inch iron rod with yellow cap stamped "JBI" set for corner;

THENCE South 25 degrees 07 minutes 34 seconds West, 42.99 feet to a one-half inch iron rod with yellow cap stamped "JBI" set for corner;

THENCE South 26 degrees 16 minutes 04 seconds West, 14.20 feet to a one-half inch iron rod with yellow cap stamped "JBI" set for corner;

THENCE South 26 degrees 33 minutes 05 seconds West, 330.74 feet to a one-half inch iron rod with yellow cap stamped "JBI" set for corner;

THENCE South 35 degrees 41 minutes 29 seconds West, 50.00 feet to a one-half inch iron rod with yellow cap stamped "JBI" set for corner;

THENCE Northwesterly, 122.12 feet along a curve to the left 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 North 56 degrees 52 minutes 18 seconds West, 122.08 feet to a one-half inch iron rod with yellow cap stamped "JBI" set for corner;

THENCE South 30 degrees 33 minutes 56 seconds West, 120.15 feet to a one-half inch iron rod with yellow cap stamped "JBI" set for corner;

THENCE South 60 degrees 06 minutes 27 seconds East, 9.84 feet to a one-half inch iron rod with yellow cap stamped "JBI" set for corner;

THENCE South 57 degrees 51 minutes 21 seconds East, 48.93 feet to a one-half inch iron rod with yellow cap stamped "JBI" set for corner;

THENCE South 55 degrees 35 minutes 59 seconds East, 48.93 feet to a one-half inch iron rod with yellow cap stamped "JBI" set for corner;

THENCE South 53 degrees 34 minutes 53 seconds East, 48.93 feet to a one-half inch iron rod with yellow cap stamped "JBI" set for corner;

THENCE South 51 degrees 29 minutes 01 seconds East, 48.94 feet to a one-half inch iron rod with yellow cap stamped "JBI" set for corner;

THENCE South 49 degrees 23 minutes 06 seconds East, 48.96 feet to a one-half inch iron rod with yellow cap stamped "JBI" set for corner;

THENCE South 47 degrees 17 minutes 09 seconds East, 48.98 feet to a one-half inch iron rod with yellow cap stamped "JBI" set for corner;

THENCE South 45 degrees 11 minutes 07 seconds East, 49.01 feet to a one-half inch iron rod with yellow cap stamped "JBI" set for corner;

THENCE South 43 degrees 05 minutes 01 seconds East, 49.04 feet to a one-half inch iron rod with yellow cap stamped "JBI" set for corner;

THENCE South 40 degrees 58 minutes 50 seconds East, 49.08 feet to a one-half inch iron rod with yellow cap stamped "JBI" set for corner;

THENCE South 38 degrees 53 minutes 17 seconds East, 48.54 feet to a one-half inch iron rod with yellow cap stamped "JBI" set for corner;

THENCE South 36 degrees 52 minutes 59 seconds East, 45.00 feet to a one-half inch iron rod with yellow cap stamped "JBI" set for corner;

THENCE South 33 degrees 57 minutes 44 seconds East, 91.25 feet to a one-half inch iron rod with yellow cap stamped "JBI" set for corner;

THENCE South 19 degrees 19 minutes 42 seconds East, 50.00 feet to a one-half inch iron rod with yellow cap stamped "JBI" set for corner;

THENCE Southwesterly, 118.08 feet along a curve to the left 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 South 67 degrees 30 minutes 37 seconds West, 118.02 feet to a one-half inch iron rod with yellow cap stamped "JBI" set for corner;

THENCE South 25 degrees 39 minutes 05 seconds East, 120.00 feet to a one-half inch iron rod with yellow cap stamped "JBI" set for corner;

THENCE Northeasterly, 439.75 feet along a curve to the right 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 North 77 degrees 36 minutes 35 seconds East, 435.83 feet to a one-half inch iron rod with yellow cap stamped "JBI" set for corner;

THENCE South 00 degrees 52 minutes 14 seconds West, 100.00 feet to a one-half inch iron rod with yellow cap stamped "JBI" set for corner;

THENCE Southwesterly, 563.09 feet along a curve to the left 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 South 71 degrees 53 minutes 33 seconds West, 552.85 feet to a one-half inch iron rod with yellow cap stamped "JBI" set for corner;

THENCE South 52 degrees 54 minutes 52 seconds West, 981.17 feet to a one-half inch iron rod with yellow cap stamped "JBI" set for corner;

THENCE Southwesterly, 733.92 feet along a curve to the right 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 South 67 degrees 55 minutes 57 seconds West, 725.54 feet to a one-half inch iron rod with yellow cap stamped "JBI" set for corner;

THENCE South 05 degrees 37 minutes 01 seconds East, 563.85 feet to a one-half inch iron rod with yellow cap stamped "JBI" set for corner;

THENCE Southeasterly, 55.96 feet along a curve to the left 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 South 08 degrees 53 minutes 20 seconds East, 55.93 feet to a one-half inch iron rod with yellow cap stamped "JBI" set for corner;

THENCE Southeasterly, 231.51 feet along a curve to the right 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 South 05 degrees 48 minutes 51 seconds East, 231.03 feet to a one-half inch iron rod with yellow cap stamped "JBI" set for corner;

THENCE South 00 degrees 31 minutes 57 seconds West, 66.59 feet to a one-half inch iron rod with yellow cap stamped "JBI" set for corner in the south line of said 180.339 acre tract, said point also being in the north right-of-way line of County Road 541;

THENCE North 89 degrees 28 minutes 43 seconds West, 479.74 feet along the south line of said 180.339 acre tract and along the north right-of-way line of County Road 541 to a point for corner;

THENCE North 00 degrees 31 minutes 17 seconds East, 147.58 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, 147.58 feet to a one-half inch iron rod with yellow cap stamped "JBI" set for corner;

THENCE South 00 degrees 31 minutes 17 seconds West, 147.58 feet to a one-half inch iron rod with yellow cap stamped "JBI" set for corner, said point being in the south line of said 180.339 acre tract, said point also being in the north right-of-way line of County Road 541;

THENCE North 89 degrees 28 minutes 43 seconds West, 1,266.00 feet along the south line of said 180.339 acre tract and along the north right-of-way line of County Road 541 to a one-half inch iron rod with cap stamped "USA INC. PROP. COR" found for corner;

THENCE North 89 degrees 23 minutes 25 seconds West, 705.75 feet to a one-half inch iron rod with yellow cap stamped "JBI" set for corner, said point also being the southeast corner of that called 1.05 acre tract of land described in deed to Donald Stiles as recorded in Document Number 20200821001383600, Official Public Records of Collin County, Texas;

THENCE along the common lines of said 180.339 acre tract and said 1.05 acre tract as follows:

North 00 degrees 45 minutes 47 seconds East, 253.51 feet to a five-eighths inch iron rod found for corner

North 87 degrees 47 minutes 23 seconds West, 180.66 feet to a one-half inch iron rod with cap stamped "USA INC. PROP. COR" found for corner;

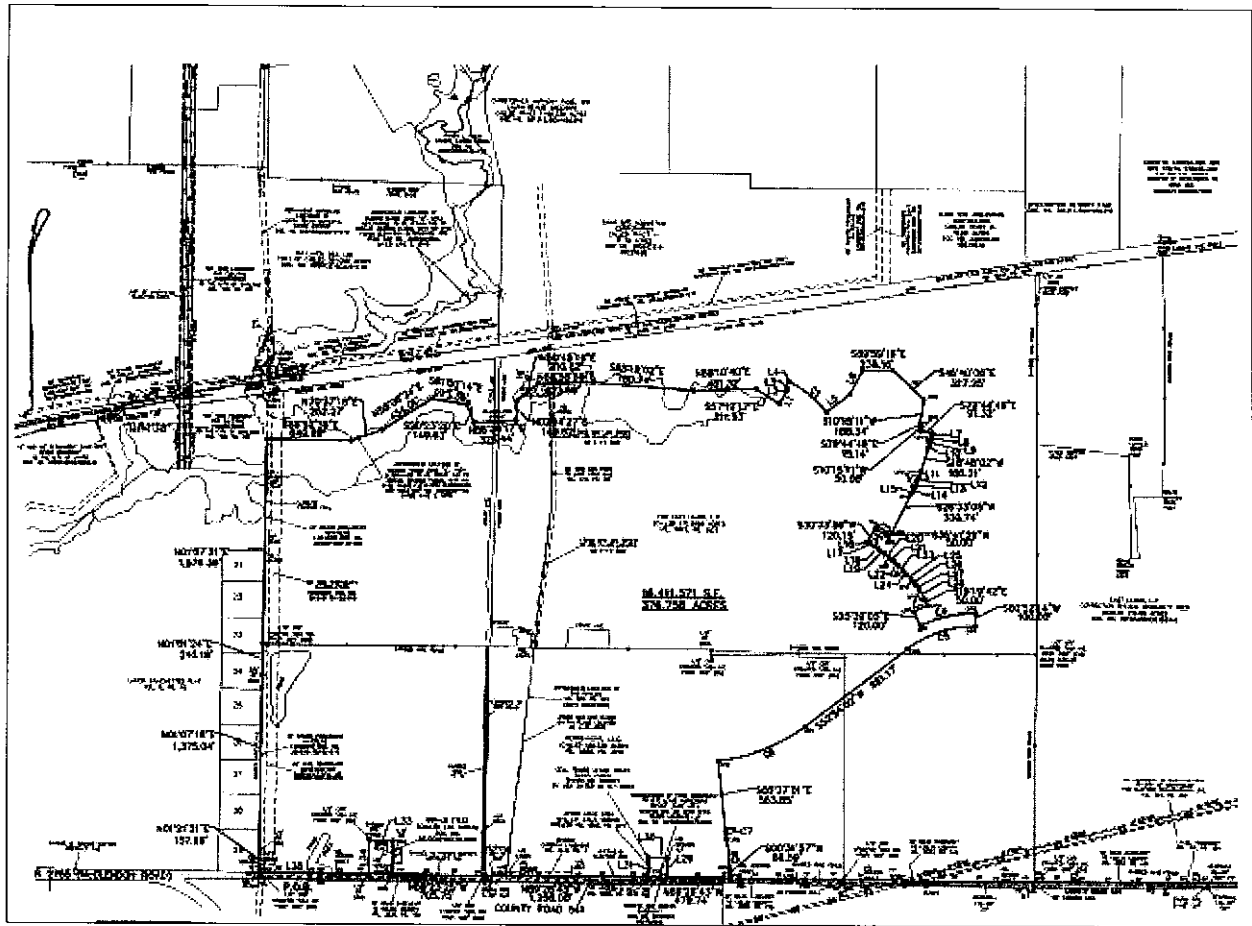
South 00 degrees 37 minutes 46 seconds West, 257.91 feet to a one-half inch iron rod found at the southwest corner of said 1.05 acre tract, said point also being in the north right-of-way line of County Road 541;

THENCE North 89 degrees 10 minutes 57 seconds West, 848.67 feet along the south line of said 180.339 acre tract and along the north right-of-way line of County Road 541 to the POINT OF BEGINNING and containing 16,411,571 square feet or 376.758 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 - MAP



**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"). Except as provided otherwise below, 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**, each of the undersigned Owners owns a parcel of real property (the "Property") in Collin County, Texas, legally described as \_\_\_\_\_, and which together are 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, solely as to the portion of the Property owned by such Owner and not as to any portion of the Property, to indemnify, hold harmless, and defend the City against any and all legal claims, by any person**

**claiming an ownership interest in such Owner's portion of the Property who has not signed the Agreement, arising in any way from the City's reliance on this Agreement.**

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

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

**Section 5.** The Owner acknowledges that the City's codes, ordinances, regulations and policies ("Regulations") that apply throughout the City, including the Property, may be reviewed at City Hall and at [www.cityoflavon.com](http://www.cityoflavon.com) and, each Owner, solely as to the portion of the Property owned by such Owner, 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.** Each Owner acknowledges and agrees that the portion of the Property owned by them and 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:

K.Hovnanian DFW Elevon, LLC  
5808 W. Plano Parkway  
Plano, Texas 75093  
Attn: Mr. Rick Trotter and Lorena Reyna  
Phone: (469) 737-1426  
Email: [rtrotter@khov.com](mailto:rtrotter@khov.com)  
Email: [lreyna@khov.com](mailto:lreyna@khov.com)

Jabez Development, LP  
1038 Texas Trail  
Grapevine, Texas 76051  
Attn: Darrel Amen  
Phone: (817) 507-1100  
Email: [darrel.amen@historymaker.com](mailto:darrel.amen@historymaker.com)

GRBK Edgewood, LLC  
2805 Dallas Parkway, Suite 400  
Plano, Texas 75093  
Attn: Jed Dolson and Bobby Samuel  
Phone: (469) 573-6755  
Email: [jdolson@greenbrickpartners.com](mailto:jdolson@greenbrickpartners.com)  
Email: [bsamuel@greenbrickpartners.com](mailto:bsamuel@greenbrickpartners.com)

UnionMain Homes, LLC  
5001 LBJ Freeway, Suite 450  
Dallas, Texas 75244  
Attn: Dennis Pitt  
Phone: (972) 200-3122  
Email: [dpitt@jtgholdings.com](mailto:dpitt@jtgholdings.com)

Qualico Developments (U.S.), Inc.  
14400 The Lakes Blvd. Bldg. C, Suite 200  
Austin, Texas 78660  
Attn: Tom Lynch  
Phone: (512) 703-9414  
Email: [tlynch@pacesetterhomes.com](mailto:tlynch@pacesetterhomes.com)

WITH COPY TO:

MA Elevon 429, LLC  
15443 Knoll Trail Dr., Suite 130  
Dallas, Texas 75248  
Attn: John Marlin  
Phone: (972) 715-6449  
Email: [jmarlin@madev.com](mailto:jmarlin@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. Each Owner has executed this Agreement solely as to the portion of the Property owned by them and is not liable or responsible for any breach or default by any other Owner.

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

Entered into this 16 day of December, 2021.

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

OWNER: K. HOVNIANIAN DFW ELEVON, LLC

By: [Signature]  
Name: Authorized Agent of Owner  
Title: Division President  
Date: 12-17-21

THE STATE OF TEXAS           §  
  §  
COUNTY OF Collin           §

This instrument was acknowledged before me on December 17, 2021, by K. Hovnianian DFW Elevon, LLC, owner of said Property.

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



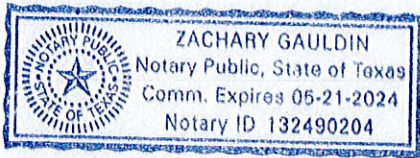
OWNER: HMH/STRATFORD ELEVON JV, LLC

By: [Signature]  
Name: Authorized Agent of Owner  
Title: Manager  
Date: 12/17/2021

THE STATE OF TEXAS           §  
  §  
COUNTY OF Dallas         §

This instrument was acknowledged before me on December 17, 2021, by HMH/Stratford Elevon JV, LLC, owner of said Property.

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



OWNER: GRBK EDGEWOOD LLC

By: 38  
Name: Bobby Samuel  
Title: Vice President  
Date: 12/15/2021

THE STATE OF TEXAS           §  
  §  
COUNTY OF Collin           §

This instrument was acknowledged before me on December 15, 2021, by Bobby Samuel, Vice President of GRBK Edgewood, LLC, owner of said Property.

Kristy Lyn Chandler  
Notary Public in and for the State of TEXAS



**OWNER: UMH DEVELOPMENT, LLC**

By: *[Signature]*  
Name: Authorized Agent of Owner  
Title: *Manager*  
Date: *12/16/21*

THE STATE OF TEXAS           §  
  §  
COUNTY OF *Dallas*       §

This instrument was acknowledged before me on *December 16<sup>th</sup>*, 20*21*, by UMH Development, LLC, owner of said Property.

*Maria Fanny Almanza*  
Notary Public in and for the State of TEXAS



**OWNER: QUALICO DEVELOPMENTS (U.S.), INC.**

By: John U. [Signature]  
Name: Authorized Agent of Owner  
Title: Asst. Secretary  
Date: 12/17/21

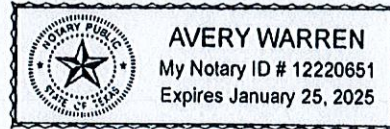
THE STATE OF TEXAS

§  
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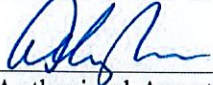
COUNTY OF Collin

This instrument was acknowledged before me on December 17th, 20 21, by Qualico Developments (U.S.), Inc., owner of said Property.

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




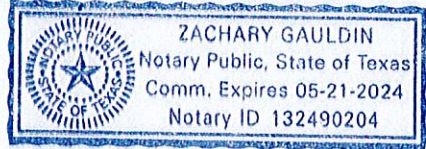
OWNER: MA ELEVON 429, LLC

By:   
Name: Authorized Agent of Owner  
Title: Manager  
Date: 12/17/2021

THE STATE OF TEXAS           §  
  §  
COUNTY OF Dallas           §

This instrument was acknowledged before me on December 17, 20 21, by MA Elevon 429, LLC, owner of said Property.

  
Notary Public in and for the State of TEXAS



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

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, and also 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 being further described as follows:

BEGINNING at a one-half inch iron rod with cap stamped "USA INC. PROP. COR" found at the southwest corner of said 180.339 acre tract, said point being the southeast corner of Lot 29, Lavon Ranchettes Plat, an Addition to Collin County as recorded in Volume B, Page 45, Official Public Records of Collin County, Texas, said point also being in the north right-of-way line of County Road 541;

THENCE along the west line of said 180.339 acre tract and along the east line of said Lavon Ranchettes Addition as follows:

North 01 degrees 21 minutes 21 seconds East, 157.69 feet to a one-half inch iron rod found for corner;

North 01 degrees 07 minutes 18 seconds East, 1,375.04 feet to a three-eighths inch iron rod found for corner;

North 01 degrees 01 minutes 24 seconds East, 240.18 feet to a one-half inch iron rod with cap stamped "USA INC. PROP. COR" found at the northwest corner of said 180.339 acre tract, said point also being in the south line of said 472.8955 acre tract;

THENCE 01 degrees 07 minutes 21 seconds East, at 1,306.98 feet passing the northeast corner of said Lavon Ranchettes Addition, in all a total distance of 1,576.39 feet to a one-half inch iron rod with yellow cap stamped "JBI" set for corner;

THENCE South 88 degrees 52 minutes 39 seconds East, 649.89 feet to a one-half inch iron rod with yellow cap stamped "JBI" set for corner;

THENCE North 70 degrees 37 minutes 18 seconds East, 252.27 feet to a one-half inch iron rod with yellow cap stamped "JBI" set for corner;

THENCE North 58 degrees 06 minutes 24 seconds East, 454.01 feet to a one-half inch iron rod with yellow cap stamped "JBI" set for corner;

THENCE South 81 degrees 00 minutes 14 seconds East, 273.36 feet to a one-half inch iron rod with yellow cap stamped "JBI" set for corner;

THENCE South 20 degrees 23 minutes 20 seconds East, 149.63 feet to a one-half inch iron rod with yellow cap stamped "JBI" set for corner;

THENCE North 86 degrees 39 minutes 17 seconds East, 326.44 feet to a one-half inch iron rod with yellow cap stamped "JBI" set for corner;

THENCE North 02 degrees 14 minutes 27 seconds East, 149.62 feet to a one-half inch iron rod with yellow cap stamped "JBI" set for corner;

THENCE North 50 degrees 45 minutes 14 seconds East, 210.82 feet to a one-half inch iron rod with yellow cap stamped "JBI" set for corner;

THENCE North 88 degrees 55 minutes 55 seconds East, 423.69 feet to a one-half inch iron rod with yellow cap stamped "JBI" set for corner;

THENCE South 85 degrees 19 minutes 02 seconds East, 780.24 feet to a one-half inch iron rod with yellow cap stamped "JBI" set for corner;

THENCE North 88 degrees 10 minutes 40 seconds East, 481.32 feet to a one-half inch iron rod with yellow cap stamped "JBI" set for corner;

THENCE South 57 degrees 19 minutes 17 seconds East, 211.03 feet to a one-half inch iron rod with yellow cap stamped "JBI" set for corner;

THENCE North 32 degrees 40 minutes 43 seconds East, 126.45 feet to a one-half inch iron rod with yellow cap stamped "JBI" set for corner;

THENCE North 15 degrees 53 minutes 22 seconds West, 13.34 feet to a one-half inch iron rod with yellow cap stamped "JBI" set for corner;

THENCE North 63 degrees 02 minutes 13 seconds West, 12.06 feet to a one-half inch iron rod with yellow cap stamped "JBI" set for corner;

THENCE North 26 degrees 31 minutes 02 seconds East, 50.00 feet to a one-half inch iron rod with yellow cap stamped "JBI" set for corner;

THENCE Southeasterly, 372.60 feet along a curve to the right having a central angle of 25 degrees 52 minutes 38 seconds, a radius of 825.00 feet, a tangent of 189.54 feet and whose chord bears South 50 degrees 32 minutes 39 seconds East, 369.45 feet to a one-half inch iron rod with yellow cap stamped "JBI" set for corner;

THENCE North 52 degrees 23 minutes 40 seconds East, 228.59 feet to a one-half inch iron rod with yellow cap stamped "JBI" set for corner;

THENCE North 27 degrees 23 minutes 01 seconds East, 204.73 feet to a one-half inch iron rod with yellow cap stamped "JBI" set for corner;

THENCE South 89 degrees 59 minutes 16 seconds East, 238.16 feet to a one-half inch iron rod with yellow cap stamped "JBI" set for corner;

THENCE South 46 degrees 40 minutes 06 seconds East, 327.25 feet to a one-half inch iron rod with yellow cap stamped "JBI" set for corner;

THENCE South 10 degrees 15 minutes 11 seconds West, 188.34 feet to a one-half inch iron rod with yellow cap stamped "JBI" set for corner;

THENCE South 79 degrees 44 minutes 49 seconds East, 15.14 feet to a one-half inch iron rod with yellow cap stamped "JBI" set for corner;

THENCE South 10 degrees 15 minutes 11 seconds West, 50.00 feet to a one-half inch iron rod with yellow cap stamped "JBI" set for corner;

THENCE South 79 degrees 44 minutes 49 seconds East, 91.32 feet to a one-half inch iron rod with yellow cap set for corner;

THENCE South 10 degrees 15 minutes 11 seconds West, 24.19 feet to a one-half inch iron rod with yellow cap stamped "JBI" set for corner;

THENCE South 11 degrees 36 minutes 37 seconds West, 30.55 feet to a one-half inch iron rod with yellow cap stamped "JBI" set for corner;

THENCE South 15 degrees 04 minutes 19 seconds West, 47.37 feet to a one-half inch iron rod with yellow cap stamped "JBI" set for corner;

THENCE South 17 degrees 59 minutes 18 seconds West, 18.28 feet to a one-half inch iron rod with yellow cap stamped "JBI" set for corner;

THENCE South 18 degrees 48 minutes 02 seconds West, 186.21 feet to a one-half inch iron rod with yellow cap stamped "JBI" set for corner;

THENCE South 19 degrees 49 minutes 03 seconds West, 50.93 feet to a one-half inch iron rod with yellow cap stamped "JBI" set for corner;

THENCE South 21 degrees 41 minutes 34 seconds West, 42.99 feet to a one-half inch iron rod with yellow cap stamped "JBI" set for corner;

THENCE South 23 degrees 24 minutes 34 seconds West, 42.99 feet to a one-half inch iron rod with yellow cap stamped "JBI" set for corner;

THENCE South 25 degrees 07 minutes 34 seconds West, 42.99 feet to a one-half inch iron rod with yellow cap stamped "JBI" set for corner;

THENCE South 26 degrees 16 minutes 04 seconds West, 14.20 feet to a one-half inch iron rod with yellow cap stamped "JBI" set for corner;

THENCE South 26 degrees 33 minutes 05 seconds West, 330.74 feet to a one-half inch iron rod with yellow cap stamped "JBI" set for corner;

THENCE South 35 degrees 41 minutes 29 seconds West, 50.00 feet to a one-half inch iron rod with yellow cap stamped "JBI" set for corner;

THENCE Northwesterly, 122.12 feet along a curve to the left 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 North 56 degrees 52 minutes 18 seconds West, 122.08 feet to a one-half inch iron rod with yellow cap stamped "JBI" set for corner;

THENCE South 30 degrees 33 minutes 56 seconds West, 120.15 feet to a one-half inch iron rod with yellow cap stamped "JBI" set for corner;

THENCE South 60 degrees 06 minutes 27 seconds East, 9.84 feet to a one-half inch iron rod with yellow cap stamped "JBI" set for corner;

THENCE South 57 degrees 51 minutes 21 seconds East, 48.93 feet to a one-half inch iron rod with yellow cap stamped "JBI" set for corner;

THENCE South 55 degrees 35 minutes 59 seconds East, 48.93 feet to a one-half inch iron rod with yellow cap stamped "JBI" set for corner;

THENCE South 53 degrees 34 minutes 53 seconds East, 48.93 feet to a one-half inch iron rod with yellow cap stamped "JBI" set for corner;

THENCE South 51 degrees 29 minutes 01 seconds East, 48.94 feet to a one-half inch iron rod with yellow cap stamped "JBI" set for corner;

THENCE South 49 degrees 23 minutes 06 seconds East, 48.96 feet to a one-half inch iron rod with yellow cap stamped "JBI" set for corner;

THENCE South 47 degrees 17 minutes 09 seconds East, 48.98 feet to a one-half inch iron rod with yellow cap stamped "JBI" set for corner;

THENCE South 45 degrees 11 minutes 07 seconds East, 49.01 feet to a one-half inch iron rod with yellow cap stamped "JBI" set for corner;

THENCE South 43 degrees 05 minutes 01 seconds East, 49.04 feet to a one-half inch iron rod with yellow cap stamped "JBI" set for corner;

THENCE South 40 degrees 58 minutes 50 seconds East, 49.08 feet to a one-half inch iron rod with yellow cap stamped "JBI" set for corner;

THENCE South 38 degrees 53 minutes 17 seconds East, 48.54 feet to a one-half inch iron rod with yellow cap stamped "JBI" set for corner;

THENCE South 36 degrees 52 minutes 59 seconds East, 45.00 feet to a one-half inch iron rod with yellow cap stamped "JBI" set for corner;

THENCE South 33 degrees 57 minutes 44 seconds East, 91.25 feet to a one-half inch iron rod with yellow cap stamped "JBI" set for corner;

THENCE South 19 degrees 19 minutes 42 seconds East, 50.00 feet to a one-half inch iron rod with yellow cap stamped "JBI" set for corner;

THENCE Southwesterly, 118.08 feet along a curve to the left 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 South 67 degrees 30 minutes 37 seconds West, 118.02 feet to a one-half inch iron rod with yellow cap stamped "JBI" set for corner;

THENCE South 25 degrees 39 minutes 05 seconds East, 120.00 feet to a one-half inch iron rod with yellow cap stamped "JBI" set for corner;

THENCE Northeasterly, 439.75 feet along a curve to the right 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 North 77 degrees 36 minutes 35 seconds East, 435.83 feet to a one-half inch iron rod with yellow cap stamped "JBI" set for corner;

THENCE South 00 degrees 52 minutes 14 seconds West, 100.00 feet to a one-half inch iron rod with yellow cap stamped "JBI" set for corner;

THENCE Southwesterly, 563.09 feet along a curve to the left 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 South 71 degrees 53 minutes 33 seconds West, 552.85 feet to a one-half inch iron rod with yellow cap stamped "JBI" set for corner;

THENCE South 52 degrees 54 minutes 52 seconds West, 981.17 feet to a one-half inch iron rod with yellow cap stamped "JBI" set for corner;

THENCE Southwesterly, 733.92 feet along a curve to the right 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 South 67 degrees 55 minutes 57 seconds West, 725.54 feet to a one-half inch iron rod with yellow cap stamped "JBI" set for corner;

THENCE South 05 degrees 37 minutes 01 seconds East, 563.85 feet to a one-half inch iron rod with yellow cap stamped "JBI" set for corner;

THENCE Southeasterly, 55.96 feet along a curve to the left 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 South 08 degrees 53 minutes 20 seconds East, 55.93 feet to a one-half inch iron rod with yellow cap stamped "JBI" set for corner;

THENCE Southeasterly, 231.51 feet along a curve to the right 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 South 05 degrees 48 minutes 51 seconds East, 231.03 feet to a one-half inch iron rod with yellow cap stamped "JBI" set for corner;

THENCE South 00 degrees 31 minutes 57 seconds West, 66.59 feet to a one-half inch iron rod with yellow cap stamped "JBI" set for corner in the south line of said 180.339 acre tract, said point also being in the north right-of-way line of County Road 541;

THENCE North 89 degrees 28 minutes 43 seconds West, 479.74 feet along the south line of said 180.339 acre tract and along the north right-of-way line of County Road 541 to a point for corner;

THENCE North 00 degrees 31 minutes 17 seconds East, 147.58 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, 147.58 feet to a one-half inch iron rod with yellow cap stamped "JBI" set for corner;

THENCE South 00 degrees 31 minutes 17 seconds West, 147.58 feet to a one-half inch iron rod with yellow cap stamped "JBI" set for corner, said point being in the south line of said 180.339 acre tract, said point also being in the north right-of-way line of County Road 541;

THENCE North 89 degrees 28 minutes 43 seconds West, 1,266.00 feet along the south line of said 180.339 acre tract and along the north right-of-way line of County Road 541 to a one-half inch iron rod with cap stamped "USA INC. PROP. COR" found for corner;

THENCE North 89 degrees 23 minutes 25 seconds West, 705.75 feet to a one-half inch iron rod with yellow cap stamped "JBI" set for corner, said point also being the southeast corner of that called 1.05 acre tract of land described in deed to Donald Stiles as recorded in Document Number 20200821001383600, Official Public Records of Collin County, Texas;

THENCE along the common lines of said 180.339 acre tract and said 1.05 acre tract as follows:

North 00 degrees 45 minutes 47 seconds East, 253.51 feet to a five-eighths inch iron rod found for corner

North 87 degrees 47 minutes 23 seconds West, 180.66 feet to a one-half inch iron rod with cap stamped "USA INC. PROP. COR" found for corner;

South 00 degrees 37 minutes 46 seconds West, 257.91 feet to a one-half inch iron rod found at the southwest corner of said 1.05 acre tract, said point also being in the north right-of-way line of County Road 541;

THENCE North 89 degrees 10 minutes 57 seconds West, 848.67 feet along the south line of said 180.339 acre tract and along the north right-of-way line of County Road 541 to the POINT OF BEGINNING and containing 16,411,571 square feet or 376.758 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**

**PUBLIC SAFETY SERVICES**

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**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 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**

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**PLANNING & ZONING SERVICES**

**Existing Services:** None

**Services to be Provided:** On the effective date of annexation, the planning and zoning jurisdiction of the City will extend to the annexed area. City planning will thereafter encompass the annexed area. Services can be provided within the current budget appropriation.

## **STORM DRAINAGE SERVICES**

**Existing Services:** None

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

## **STREET SERVICES**

**Existing Services:** None

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

## **TRANSPORTATION AND TRAFFIC SERVICES**

**Existing Services:** None

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

## **PARKS SERVICES**

**Existing Services:** None

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

## **UTILITY SERVICES**

### **SOLID WASTE COLLECTION SERVICES**

**Existing Services:** None

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

### **WATER SERVICES**

**Existing Services:** Bear Creek Special Utility District

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

### **SANITARY SEWER SERVICES**

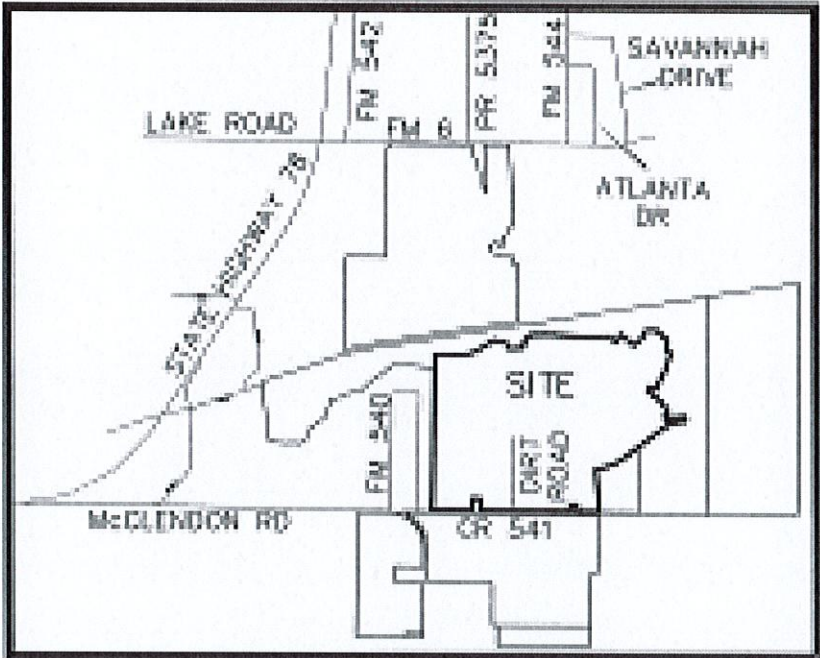
**Existing Services:** None

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

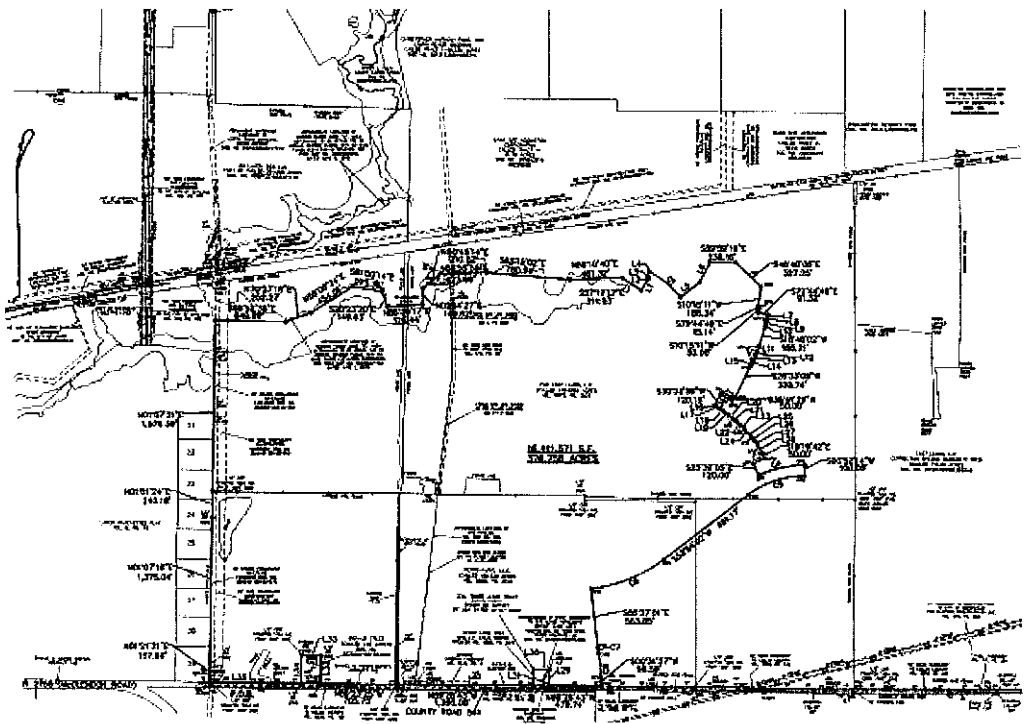
### **MISCELLANEOUS SERVICES**

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

**Elevon  
Petition  
For  
Annexation**



**VICINITY MAP (N.T.S.)**



**PETITION REQUESTING ANNEXATION BY AREA LANDOWNERS**

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

Pursuant to Texas Local Government Code, Section 43.0671, the undersigned owners of the hereinafter described tract of land, petition your honorable Body to extend the present city limits so as to include as part of the City of Lavon, Texas, the following described territory, to wit:

**Attachment A**

*Legal description of the property, including the metes and bounds*

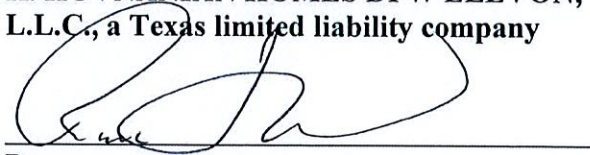
We certify that the above-described tract of land is contiguous and adjacent to the City of Lavon, Texas, is not more than one-half mile in width [only limited by Local Government Code Section 43.028], and that this petition is signed and duly acknowledged by each and every person having an interest in said land.

**[Signature pages to follow]**

RECEIVED  
DEC 17 2021  
CITY OF LAVON

LANDOWNER:

**K. HOVNANIAN HOMES DFW ELEVON,  
L.L.C., a Texas limited liability company**



By:

Its:

STATE OF TEXAS       §  
                                  §  
COUNTY OF Collin   §

This instrument was acknowledged before me on December 17, 2021 by Rick Trotter, Division President of K. Hovnanian Homes-DFW, L.L.C., a Texas limited liability company, on behalf of said company.



Notary Public, State of Texas

