

**CITY OF TIOGA, TEXAS
ORDINANCE NO. 2020-400**

AN ORDINANCE ANNEXING THE HEREINAFTER DESCRIBED TERRITORY TO THE CITY OF TIOGA, GRAYSON COUNTY, TEXAS, AND EXTENDING THE BOUNDARY LIMITS OF SAID CITY SO AS TO INCLUDE A CERTAIN 68.904 ACRE TRACT OR TRACTS OF LAND SITUATED IN THE D.C. BAILEY SURVEY, ABSTRACT NO. 94 AND THE SARAH CROSS SURVEY, ABSTRACT NO. 210., GRAYSON COUNTY, TEXAS WITHIN SAID CITY LIMITS, AND GRANTING TO ALL THE INHABITANTS OF SAID PROPERTY ALL THE RIGHTS AND PRIVILEGES OF OTHER CITIZENS AND BINDING SAID INHABITANTS BY ALL OF THE ACTS, ORDINANCES, RESOLUTIONS, AND REGULATIONS OF THE TOWN; APPROVING A WRITTEN SERVICES AGREEMENT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Tioga is a Type A General Law Municipality located in Grayson County, Texas created in accordance with the provisions of the Texas Local Government Code, the Texas Constitution and operating pursuant to the enabling legislation of the state of Texas; and

WHEREAS, Chapter 43 of the Texas Local Government Code of the City of Tioga, Texas, an incorporated city, authorizes the annexation of territory, subject to the laws of this state; and

WHEREAS, the owners of the property described on Exhibit A petitioned the City for voluntary annexation; and

WHEREAS, the owners of the property were offered a developer agreement described under Local Government Code 43.016 and declined to enter into it;

WHEREAS, the procedures prescribed by the Texas Local Government Code and the laws of this state have been duly followed with respect to the following described territory more particularly described in Exhibit "A" which is attached hereto and incorporated herein.

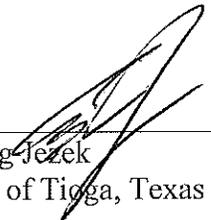
NOW THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF TIOGA, TEXAS:

1. That the heretofore described property is hereby annexed to the City of Tioga, Grayson County, Texas, and that the boundary limits of the City of Tioga be and the same are hereby extended to include the above described territory within the City limits of the City of Tioga, and the same shall hereafter be included within the territorial limits of said Town, and the inhabitants thereof shall hereafter be entitled to all the rights and privileges of other citizens of the City of Tioga and they shall be bound by the acts, ordinances, resolutions, and regulations of said Town.
2. A Written Services Agreement for the area is hereby approved and attached as Exhibit "B."

3. The City Secretary is hereby directed to file with the County Clerk of Grayson County, Texas, a certified copy of this ordinance.
4. This ordinance shall become effective from and after its date of adoption and publication as provided by law, and it is so ordained.

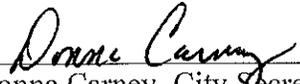
AND IT IS SO ORDAINED.

PASSED AND APPROVED by the Town Council of the City of Tioga, Texas, this 14th day of September, 2020.



Craig Jezek
City of Tioga, Texas

ATTEST:



Donna Carney, City Secretary
City of Tioga, Texas

[SEAL]

APPROVED AS TO FORM:

City Attorney
City of Tioga, Texas

EXHIBIT A

PROPERTY DESCRIPTION

Being a tract of land situated in the D.C. Bailey Survey, Abstract No. 94, and in the Sarah Cross Survey, Abstract No. 210, Grayson County, Texas and being all of that same tract of land conveyed in Deed to El Rancho Costa Plenti, LLC as recorded in Volume 5791, Page 361, Official Public Records, Grayson County, Texas, and being more particularly described herein as follows:

BEGINNING at a Mag Nail found in Airport Road (a public road) in the North line of a called 13.016 acres tract of land (Exhibit C, Tract Two) described in Deed to Tony Gene Travis as recorded in Volume 4593, Page 816, said Official Records for the Southwest corner of said Rancho tract;

THENCE North 03 degrees 03 minutes 54 seconds East, with the West line of said Rancho tract, passing at a distance of 385.68 feet a 5/8 inch capped iron rod found for the Northeast corner of a called 1.000 acre tract of land described in Deed to Global Signal Acquisitions IV LLC as recorded in Volume 4906, Page 874, said Official Records and the Southeast corner of a called 200.000 acres tract of land described in Deed to Gene P. McClutchin as recorded in Volume 5946, Page 359, said Official Records, and continuing for a total distance of 2,910.61 feet to a 4 inch steel fence corner post in the East line of said McClutchin tract for the Northwest corner of said Rancho tract and the Southwest corner of a called 498.185 acres tract of land (Tract One) described in Deed to Grass Roots Investments as recorded in Volume 4123, Page 265, said Official Records;

THENCE South 87 degrees 59 minutes 15 seconds East, with the North line of said Rancho tract and the South line of said Grass Roots tract, a distance of 1,017.52 feet to a 4 inch steel fence corner post found in the West line of a called 109.037 acres tract of land described in Deed to John Teltschik as recorded in Volume 2736, Page 477, said Official Records for the Northeast corner of said Rancho tract and the Southeast corner of said Grass Roots tract;

THENCE South 02 degrees 30 minutes 21 seconds West, with the East line of said Rancho tract and the West line of said Teltschik tract, a distance of 2,908.32 feet to a Mag nail set in said Airport Road and in the North line of a called 24.862 acres tract of land (Exhibit B) described in said Travis Deed to Billy Charles Travis for the Southeast corner of said Rancho tract and the Southwest corner of said Teltschik tract;

THENCE North 88 degrees 05 minutes 31 seconds West, with the South line of said Rancho tract and the North line of said 24.862 acres tract, passing at a distance of 94.10 feet a Mag nail found for the Northwest corner of said 24.862 acres tract and the Northeast corner of a called 11.845 acres tract of land (Exhibit C, Tract One) described in said Travis Deed to Tony Gene Travis, passing at a distance of 491.09 feet a Mag nail found for the Northwest corner of said 11.845 acres tract and the Northeast corner of a called 10.000 acres tract of land described in Deed to Steven D. Post as recorded in Volume 2832, Page 816, said Official Records, passing at a distance of 824.11 feet a Mag nail found for the Northwest corner of said Post tract and the Northeast corner of said 13.016 acres tract, and continuing for a total distance of 1,045.95 feet to the **POINT OF BEGINNING** and containing, within the metes and bounds herein recited, 68.904 acres of land, more or less.

EXHIBIT B
Written 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 SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

**MUNICIPAL WRITTEN SERVICES AGREEMENT BETWEEN
THE CITY OF TIOGA, TEXAS AND OWNER**

This Municipal Written services Agreement ("Agreement") is entered into on ____ day of _____, ____ by and between the City of Tioga, Texas a Type A General Law municipality of the State of Texas, ("City") and Redstone Construction Commercial, Inc., Jimmy E. Smith, and Nicholas A. Smith (collectively the "Owner").

RECITALS

The parties agree that the following recitals are true and correct and form the basis upon which the parties have entered into this Agreement.

WHEREAS, Section 43.0671 of the Texas Local Government Code ("LGC") permits the City to annex an area if each owner of land in an area requests the annexation;

WHEREAS, where the City elects to annex such an area, the City is required to enter into a written agreement with the property owner(s) that sets forth the City services to be provided for the Property on or after the effective date of annexation;

WHEREAS, Owner owns certain parcels of land situated in Grayson County, Texas, which consists of approximately 68.904 acres of land in the City's extraterritorial jurisdiction, such property being more particularly described and set forth in Exhibit A attached and incorporated herein by reference ("Property");

WHEREAS, Owner has filed a written request with the City for annexation of the Property ("Annexation Case");

WHEREAS, City and Owner desire to set out the City services to be provided for the Property on or after the effective date of annexation;

WHEREAS, City offered a development agreement described by Local Government Code 43.016 and Owner declined to enter into it;

WHEREAS, the Annexation Case and execution of this Agreement are subject to approval by the Tioga City Council; and

NOW THEREFORE, in exchange for the mutual covenants, conditions and promises contained herein, City and Owner agree as follows:

1. **PROPERTY.** This Agreement is only applicable to the Property, which is the subject of the Annexation Case.

2. **INTENT.** It is the intent of the City that this Agreement provide for the delivery of full, available municipal services to the Property in accordance with state law, which may be accomplished through any means permitted by law.
3. **MUNICIPAL SERVICES.** Commencing on the effective date of annexation, the City will provide the municipal services set forth on the attached Exhibit B, unless otherwise specified therein. As used in this Agreement, "providing services" includes having services provided by any method or means by which the City may extend municipal services to any other area of the City, including the City's infrastructure extension policies and developer or property owner participation in accordance with applicable City ordinances, rules, regulations, and policies.
4. **AUTHORITY.** City and Owner represent that they have full power, authority and legal right to execute, deliver and perform their obligations pursuant to this Agreement. Owner acknowledges that approval of the Annexation Case is within the sole jurisdiction of the City Council. Nothing in this Agreement guarantees favorable decisions by the City Council.
5. **SEVERABILITY.** If any part, term, or provision of this Agreement is held by the courts to be illegal, invalid, or otherwise unenforceable, such illegality, invalidity, or unenforceability will not affect the validity of any other part, term or provision, and the rights of the parties will be construed as if the part, term, or provision was never part of the Agreement.
6. **INTERPRETATION.** The parties to this Agreement covenant and agree that in any litigation relating to this Agreement, the terms and conditions of the Agreement will be interpreted according to the laws of the State of Texas. The parties acknowledge that they are of equal bargaining power.
7. **GOVERNING LAW AND VENUE.** Venue shall be in the state courts located in Grayson County, Texas and construed in conformity with the provisions of Texas Local Government Code Chapter 43.
8. **NO WAIVER.** The failure of either party to insist upon the performance of any term or provision of this Agreement or to exercise any right granted hereunder shall not constitute a waiver of that party's right to insist upon appropriate performance or to assert any such right on any future occasion.
9. **GOVERNMENTAL POWERS.** It is understood that by execution of this Agreement, the City does not waive or surrender any of its governmental powers or immunities.
10. **COUNTERPARTS.** This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and constitute one and the same instrument.
11. **CAPTIONS.** The captions to the various clauses of this Agreement are for informational purposes only and shall not alter the substance of the terms and conditions of this Agreement.
12. **AGREEMENT BINDS SUCCESSORS AND RUNS WITH THE LAND.** This Agreement is binding on and inures to the benefit of the parties, their successors, and assigns. The term of this Agreement constitutes covenants running with the land comprising the Property and is

binding on the Owner.

13. **ENTIRE AGREEMENT.** This Agreement constitutes the entire agreement between the parties and supersedes all prior oral and written agreements between said parties, except that City and Owner agree that the Developer Agreement approved on May 11, 2020 by the Tioga City Council survives along with this Agreement. This Agreement shall not be amended unless executed in writing by both parties.

Executed as of the day and year first above written to be effective on the effective date of annexation of the Property.

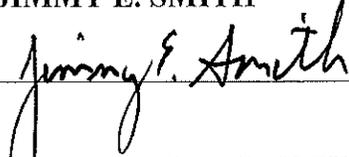
CITY OF TIOGA

**REDSTONE CONSTRUCTION
COMMERCIAL, INC.**

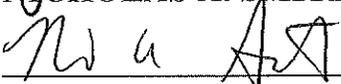
BY: 
Craig Jezek, Mayor

BY: 
NAME: STEVEN J. MOORE
TITLE: President

JIMMY E. SMITH



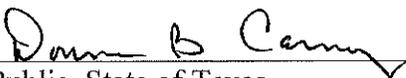
NICHOLAS A. SMITH



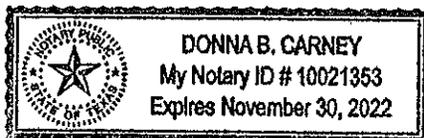
STATE OF TEXAS §
§
COUNTY OF GRAYSON §

On this day personally appeared before me Craig Jezek, to me known to be the individual described in and who executed the within and foregoing instrument, and acknowledged that he signed as his free and voluntary act and deed for the uses and proposes therein mentioned.

GIVEN under my hand and official seal, this 11 day of August, 2020.

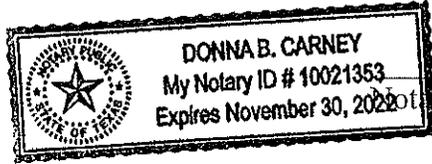

Notary Public, State of Texas

STATE OF TEXAS §
§
COUNTY OF GRAYSON §



On this day personally appeared before me Steven Moore, to me known to be the individual described in and who executed the within and foregoing instrument, and acknowledged that he signed as his free and voluntary act and deed for the uses and proposes therein mentioned.

GIVEN under my hand and official seal, this 17th day of July, 2020.

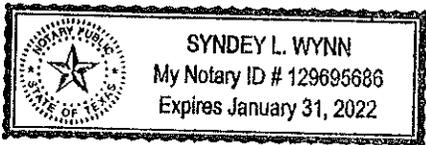


Donna B Carney
Notary Public, State of Texas

STATE OF TEXAS §
§
COUNTY OF GRAYSON §

On this day personally appeared before me Jimmy E Smith, to me known to be the individual described in and who executed the within and foregoing instrument, and acknowledged that he signed as his free and voluntary act and deed for the uses and proposes therein mentioned.

GIVEN under my hand and official seal, this 22 day of July, 2020.

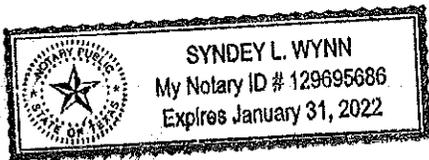


Sydney Wynn
Notary Public, State of Texas

STATE OF TEXAS §
§
COUNTY OF GRAYSON §

On this day personally appeared before me Nicholas Smith, to me known to be the individual described in and who executed the within and foregoing instrument, and acknowledged that he signed as his free and voluntary act and deed for the uses and proposes therein mentioned.

GIVEN under my hand and official seal, this 23 day of July, 2020.



Sydney Wynn
Notary Public, State of Texas

EXHIBIT A – LEGAL DESCRIPTION

Being a tract of land situated in the D.C. Bailey Survey, Abstract No. 94, and in the Sarah Cross Survey, Abstract No. 210, Grayson County, Texas and being all of that same tract of land conveyed in Deed to El Rancho Costa Plenti, LLC as recorded in Volume 5791, Page 361, Official Public Records, Grayson County, Texas, and being more particularly described herein as follows:

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THENCE North 03 degrees 03 minutes 54 seconds East, with the West line of said Rancho tract, passing at a distance of 385.68 feet a 5/8 inch capped iron rod found for the Northeast corner of a called 1.000 acre tract of land described in Deed to Global Signal Acquisitions IV LLC as recorded in Volume 4906, Page 874, said Official Records and the Southeast corner of a called 200.000 acres tract of land described in Deed to Gene P. McClutchin as recorded in Volume 5946, Page 359, said Official Records, and continuing for a total distance of 2,910.61 feet to a 4 inch steel fence corner post in the East line of said McClutchin tract for the Northwest corner of said Rancho tract and the Southwest corner of a called 498.185 acres tract of land (Tract One) described in Deed to Grass Roots Investments as recorded in Volume 4123, Page 265, said Official Records;

THENCE South 87 degrees 59 minutes 15 seconds East, with the North line of said Rancho tract and the South line of said Grass Roots tract, a distance of 1,017.52 feet to a 4 inch steel fence corner post found in the West line of a called 109.037 acres tract of land described in Deed to John Teltschik as recorded in Volume 2736, Page 477, said Official Records for the Northeast corner of said Rancho tract and the Southeast corner of said Grass Roots tract;

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EXHIBIT B – SERVICES

A. POLICE PROTECTION:

Police personnel and equipment from the Tioga Police Department shall be provided to the areas annexed, at a level consistent with current methods and procedures presently provided to similar areas, on the effective date of this ordinance.

B. FIRE PROTECTION/EMERGENCY MEDICAL SERVICES:

Fire protection and Emergency Medical Services (EMS) from the City of Tioga shall be provided to the areas annexed, at a level consistent with current methods and procedures presently provided to similar areas, on the effective date of this ordinance.

C. FIRE PREVENTION:

The services of the City of Tioga Fire Department shall be provided to the areas on the effective date of this ordinance.

D. SOLID WASTE COLLECTION:

Solid waste collection shall be provided to the areas annexed upon request on the effective date of this ordinance. The collection of refuse from individual properties shall be made in accordance with the usual scheduling.

E. WATER SERVICE:

Connection to existing City water mains for water service will be provided in accordance with existing City policies. Upon connection to existing mains, water will be provided at rates established by City ordinances.

Maintenance of private lines will be the responsibility of the owner or occupant.

Operation and maintenance of water facilities in the annexed area that are within the service area of another water utility will be the responsibility of that utility.

F. SANITARY SEWER SERVICE:

Connection to existing City sanitary sewer mains for sewage service will be provided in accordance with existing City policies. Upon connection to existing mains, sanitary sewer collection will be provided at rates established by City ordinances.

Operation and maintenance of wastewater facilities in the annexed areas that are within the service area of another water utility will be the responsibility of that utility.

Operation and maintenance of private wastewater facilities in the annexed area will be

the responsibility of the owner or occupant.

G. STREETS:

Emergency street maintenance shall be provided for publicly dedicated streets or roads within these areas on the effective date of this ordinance. Routine maintenance will be scheduled as part of the City's annual street maintenance program in accordance with the then current policies and procedures.

H. ENVIRONMENTAL HEALTH AND CODE ENFORCEMENT SERVICES:

Enforcement of current environmental health ordinances and regulations, including but not limited to, weed and brush ordinances, junked and abandoned vehicles ordinances and animal control ordinances, shall begin within these areas within sixty (60) days of the effective date of this ordinance.

Inspection services, including but not limited to, the review of building plans, the issuance of permits and the inspection of all new buildings, plumbing, mechanical, and electrical work to ensure compliance with City codes and ordinances will be provided within sixty (60) days of the effective date of this ordinance.