



FILED FOR RECORD IN FANNIN COUNTY  
2023006323 10/04/2023 03:24:15 PM

## ORDINANCE NO. 230912-1

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LEONARD, TEXAS, ANNEXING THE HEREINAFTER DESCRIBED TERRITORIES OF APPROXIMATELY 20 ACRES AND 0.857 ACRES LOCATED AT COUNTY ROAD 4720 AND US HIGHWAY 69, INTO THE CITY OF LEONARD, FANNIN 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; 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 Leonard, 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 or about June 27, 2023, the property owner/ authorized representative requested to be annexed into the City of Leonard, attached hereto as Exhibit A and made a part hereof; and

**WHEREAS**, the City of Leonard, Texas ("City") desires to annex certain territory described herein (the "Property"); and

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

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

**WHEREAS**, in accordance with Section 43.0672 of the Texas Local Government Code, a written Services Agreement for the area to be annexed was negotiated and executed prior to the annexation date and incorporated herein as Exhibit B; and

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

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

**Fannin CAD Property IDs 132898 and 138136, located at County Road 4720 and US Highway 69, and being approximate 20-acre and 0.857-acre tracts of land situated in the M Moore Survey Abstract A0778, Fannin County, TX; and being more particularly described by metes and bounds and depicted in Exhibit "A" of the petition for annexation attached hereto and made a part hereof.**

be and the same is hereby annexed into the City of Leonard, Fannin County, Texas, and that the boundary limits of the City of Leonard, Texas, be and the same are hereby extended to include the above-described territory within the city limits of the City of Leonard 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 Leonard, Texas, and shall be bound by the ordinances, resolutions, acts, and regulations of the City.

SECTION 3. Service Agreement. A Written Services Agreement has been negotiated and prepared in accordance with the applicable provision of state law pertaining to annexation is attached hereto as Exhibit B 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 Leonard. 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 Leonard 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 Leonard 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.

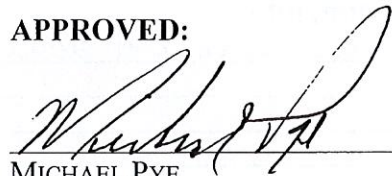
SECTION 7. Public Meeting. It is hereby officially found and determined that the meeting at which this ordinance was passed was open to the public as required by law.

SECTION 8. Filing Instructions. The City Secretary is hereby directed to file a certified copy of this ordinance with the County Clerk of Fannin 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 Leonard, Texas.

**PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF LEONARD, TEXAS,** this 12<sup>th</sup> day of September, 2023.

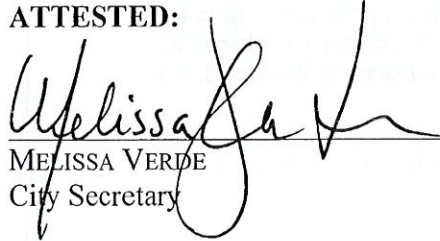
**APPROVED:**

A handwritten signature in black ink, appearing to read "Michael Pye", written over a horizontal line.

MICHAEL PYE

Mayor

**ATTESTED:**

A handwritten signature in black ink, appearing to read "Melissa Verde", written over a horizontal line.

MELISSA VERDE  
City Secretary

## EXHIBIT A

### Voluntary Annexation Petition (C-3)

TO: THE MAYOR AND CITY COUNCIL MEMBERS OF THE CITY OF LEONARD,  
TEXAS:

I, Brad Maxwell *(on behalf of Leonard ISD)*, owner of the hereinafter described tract(s) or parcel(s) of land ("Property"), hereby voluntarily petition the City Council of the City of Leonard, Texas, to annex the Property and extend the present city limits and extraterritorial jurisdiction so as to include as part of the City of Leonard, Texas, the Property, containing approximately 20.857 acres of land, described as follows:

#### **LEGAL DESCRIPTION:**

See attached surveys # 2022-119 & 2023-040

I desire to enter into a written agreement for municipal services with the City of Leonard pursuant to Section 43.0672 of the Local Government Code. If any portion of the Property is appraised for ad valorem tax purposes as agricultural, wildlife management use or timber land under Chapter 23 of the Tax Code, I certify that I was offered a development agreement pursuant to Section 43.016 of the Local Government Code and still requested annexation.

I certify this petition is signed and duly acknowledged by each and every person, corporation, or entity having an ownership interest in said Property.

#### **OWNER(S):**

Signature: Brad Maxwell *(on behalf of Leonard ISD)* Print Name: Brad Maxwell  
**If CAD shows more than one owner, add additional signature lines for each owner**

*Acknowledgement Follows*

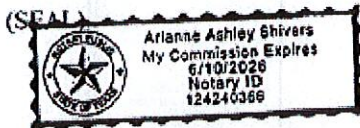


NOTARY ACKNOWLEDGEMENT

STATE OF TEXAS   §  
COUNTY OF FANNIN   §

BEFORE ME, the undersigned authority, on this day personally appeared BRAD MAXWELL, 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 on behalf of the Owner.

Given under my hand and seal of office this 27 day of JUNE, 2023



Arienne Ashley Shivers  
NOTARY PUBLIC in and for the  
STATE OF TEXAS

ARIANNE ASHLEY SHIVERS  
Printed Name  
My commission expires: 06/10/2026

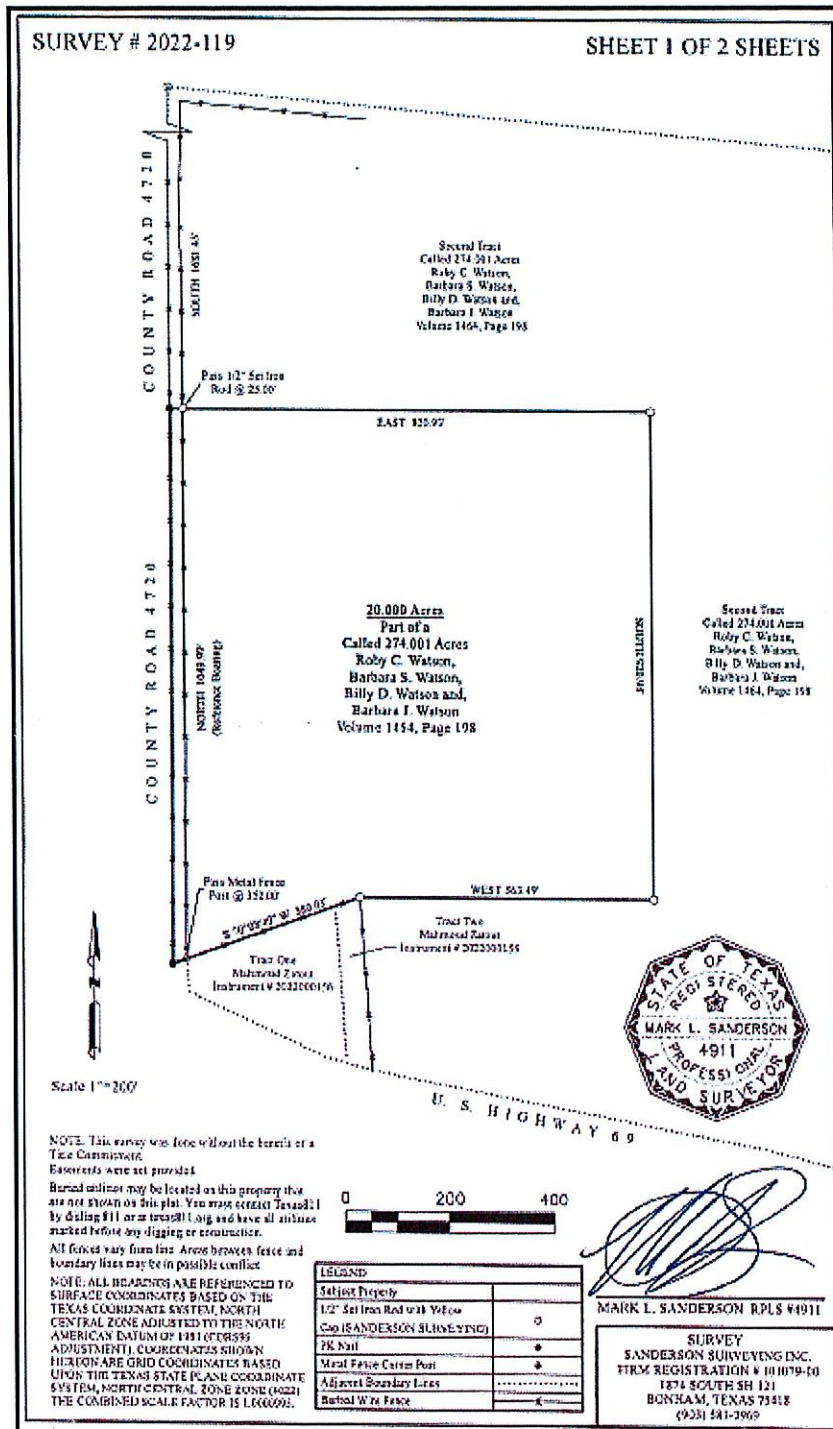
Add additional acknowledgement for each owner

FOR OFFICE USE ONLY:

Date of filing with City: Co-28-23

Received by: George Franko

# Property Description and Depiction





**Being:** 20.000 acres located on the East side of Fannin County Road 4720 and being out of the Martin Moore Survey, Abstract No. 778, in Fannin County, Texas. The said 20.000 acre tract being a part of a tract conveyed in a General Warranty Deed from Roby Watson and Billy Watson to Roby C. Watson and Barbara S. Watson and Billy D. Watson and Barbara J. Watson dated November 23, 2009 of record in Volume 1464, Page 198, Second Tract in the Official Public Records of said County and State. The said 20.000 acre tract being described more particularly by metes and bounds as follows:

**Beginning** at a PK Nail in Fannin County Road 4720. From said point a found 6" metal fence corner post on the East side of Fannin County Road 4720 bears N 70°08'49" E a distance of 28.03 feet. Said point being on the East side of an 18.377 acre tract conveyed to the Leonard Independent School District recorded in Volume 594, Page 888 in the Official Public Records of said county and state. Said point being the Northwest corner of a 1.129 acre tract conveyed to the Mahmoud Zatout recorded in Document Number 2022000156, Tract One in the Official Public Records of said county and state. Said point being a Southwest corner of the referenced parent tract for the **Point of Beginning** and the Southwest corner of this tract.

**Thence:** North (Record Bearing North) a distance of 1049.99 feet to a PK Nail in Fannin County Road 4720. Said point being in the East side of a 20 acre tract conveyed to the A. B. Ferguson, Jr. recorded in Volume 813, Page 931 in the Official Public Records of said county and state. Said point being the West line of the referenced Parent tract and the Northwest corner of this tract.

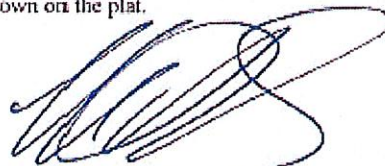
**Thence:** East across the referenced parent tract passing a set 1/2" iron rod with yellow cap stamped "Sanderson Surveying" near a barbed wire fence at a distance of 25.00 feet and continuing a total distance of 920.93 feet to a set 1/2" iron rod with yellow cap stamped "Sanderson Surveying". Said point being the Northeast corner of this tract.

**Thence:** South across the referenced parent tract a distance of 920.93 feet to a set 1/2" iron rod with yellow cap stamped "Sanderson Surveying". Said point being the Southeast corner of this tract.

**Thence:** West across the referenced parent tract a distance of 563.49 feet a set 1/2" iron rod with yellow cap stamped "Sanderson Surveying". Said point being the Northeast corner of the referenced Zatout Tract Two. Said point being an inside Southwest corner of the referenced parent tract and a bend in the South line of this tract.

**Thence:** S 70°08'49" W passing a found 6" metal fence corner post on the East side of Fannin County Road 4720 at a distance of 352.00 feet and continuing a total distance of 380.03 feet to the **Point of Beginning** and containing 20.000 acres, of which 0.6 acres lay within Fannin County Road 4720.

I, Mark L. Sanderson Registered Professional Land Surveyor #4911, State of Texas, do hereby certify the above was taken from measurements made upon the ground on 7/7/2022 and are true and correct and there are no visible easements, rights-of-way, encroachments or overlapping of improvements, except as shown on the plat.



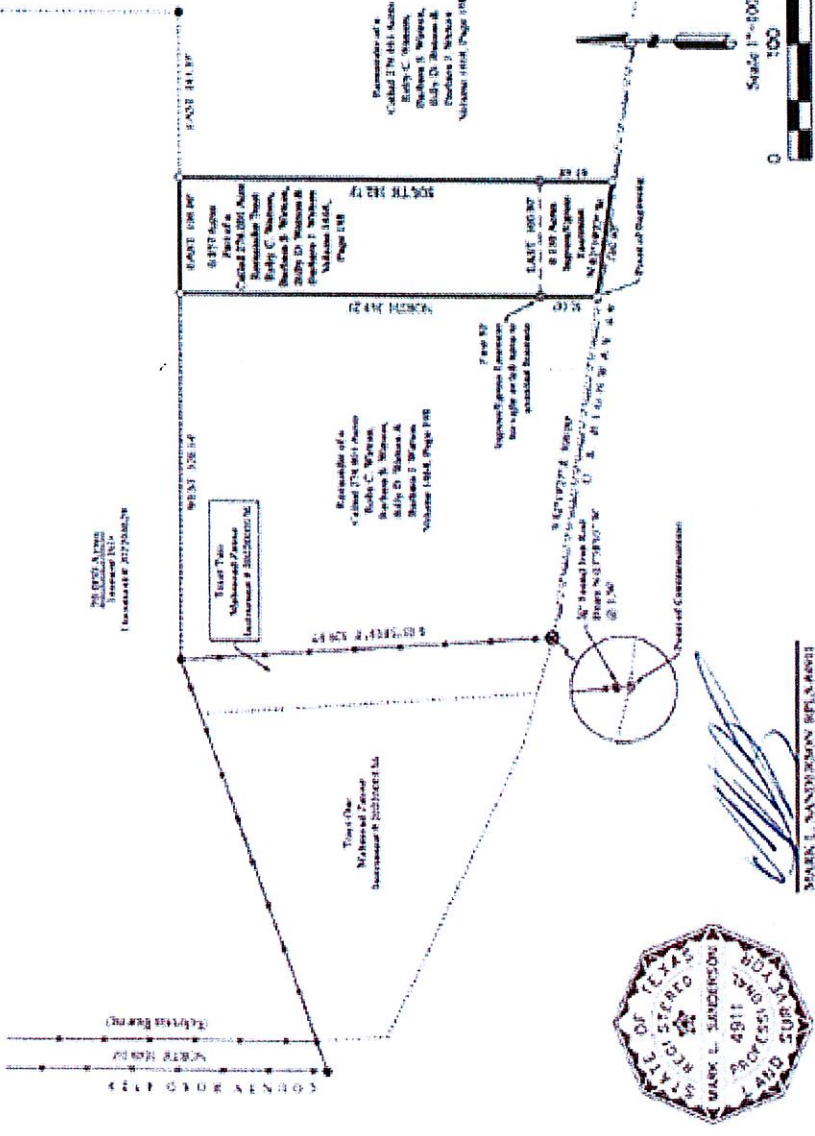
MARK L. SANDERSON R.P.L.S. #4911  
7/7/2022



[illegible]

Several estimates may be found on the property that you want to buy. You should consider them all. It is doubtful that an investor will sell his house at a loss. He may be willing to accept a lower price, but he will not sell at a loss.

C.F. No. 147,700-7  
 Substantive B  
 Reviewed by Harvey Mark, Saunders (M) 5, 6  
 4/12/0

[illegible]



**Being:** 0.857 acres of land, and being out of the Martin Moore Survey, Abstract No. 778, and being on the North side of U.S. Highway 69 in Fannin County, Texas. The said 0.857 acre tract being a part of a tract conveyed in a General Warranty Deed from Roby Watson and Billy Watson to Roby C. Watson and Barbara S. Watson and Billy D. Watson and Barbara J. Watson dated November 23, 2009 of record in Volume 1464, Page 198, Second Tract in the Official Public Records of said County and State. The said 0.857 acre tract being described more particularly by metes and bounds as follows:

**Commencing** at a Point on the North side of U.S. Highway 69 from which a found 3/8" found iron rod bears N 03°58'03" W a distance of 1.56 feet. Said point being the Southeast corner of a tract conveyed to the Mahmoud Zatout recorded in Document Number 2022000156, Tract Two in the Official Public Records of said county and state. Said point also being the most Southerly Southwest corner of the parent tract. Thence with the North Right of Way of U.S. Highway 69, S 82°19'27" E a distance of 300.00 feet to a set 1/2" set iron with yellow cap stamped "Sanderson". Said point being in the South line of the referenced remainder of the Watson tract and being the Southwest corner of this tract and for the Point of Beginning and containing 0.857 acres. (Reference Bearing West line of the Watson tract Volume 1464, Page 198, NORTH).

**Thence:** North a distance of 369.25 feet to a set 1/2" set iron with yellow cap stamped "Sanderson". From said point, the Northeast corner of the referenced Zatout tract and a Northwest corner of the Watson tract bears West 320.14 feet. Said point being in a break in the South line of a called 20.000 acre tract conveyed to the Leonard ISD in Document #202200629. Said point being in a North line of the referenced remainder of the Watson tract. Said point being in a South line of the Leonard ISD tract. Said point also being the Northwest corner of this tract.

**Thence:** East a distance of 100.00 feet to a set 1/2" set iron with yellow cap stamped "Sanderson". From said point, the Southeast corner of the referenced Leonard ISD tract and an inside Southeast corner of the Watson tract bears East 143.35 feet. Said point being in the North line of the referenced remainder of a Watson tract. Said point being in a South line of a called 20.000 acre tract conveyed to the referenced Leonard ISD tract and also being the Northeast corner of this tract.

**Thence:** South a distance of 382.73 feet to a set 1/2" set iron with yellow cap stamped "Sanderson" on the North side of U.S. Highway 69. Said point being in the South line of the referenced remainder of the Watson tract and also being a Southeast corner of this tract.

**Thence:** N 82°19'22" W a distance of 100.90 feet to the Point of Beginning and containing 0.857 acres.

**50' North-South Ingress/Egress Easement**

**Being:** 0.130 acres of land being set out for a 50 foot North-South Ingress/Egress Easement and being out of the Martin Moore Survey, Abstract No. 778, and being on the North side of U.S. Highway 69 in Fannin County, Texas. The said 0.130 acre tract being a part of a tract conveyed in a General Warranty Deed from Roby Watson and Billy Watson to Roby C. Watson and Barbara S. Watson and Billy D. Watson and Barbara J. Watson dated November 23, 2009 of record in Volume 1464, Page 198, Second Tract in the Official Public Records of said County and State. The said 0.130 acre tract being described more particularly by metes and bounds as follows:

**Commencing** at a Point on the North side of U.S. Highway 69 from which a found 3/8" found iron rod bears N 03°58'03" W a distance of 1.56 feet. Said point being the Southeast corner of a tract conveyed to the Mahmoud Zatout recorded in Document Number 2022000156, Tract Two in the Official Public Records of said county and state. Said point also being the most Southerly Southwest corner of the parent tract. Thence with the North Right of Way of U.S. Highway 69, S 82°19'27" E a distance of 300.00 feet to a set 1/2" set iron with yellow cap stamped "Sanderson". Said point being in the South line of the referenced remainder of the Watson tract and being the Southwest corner of this tract and for the Point of Beginning and containing 0.857 acres. (Reference Bearing West line of the Watson tract Volume 1464, Page 198, NORTH).

**Thence:** North a distance of 50.00 feet to a point. Said point being the Northwest corner of this 50 foot North-South Ingress/Egress Easement tract.

**Thence:** East a distance of 100.00 feet to point. Said point being the Northeast corner of this 50 foot North-South Ingress/Egress Easement tract.

**Thence:** South a distance of 63.48 feet to a to a set 1/2" set iron with yellow cap stamped "Sanderson" on the North side of U.S. Highway 69. Said point being in a South line of the referenced remainder of the Watson tract and also being the Southeast corner of this 50 foot North-South Ingress/Egress Easement tract.

**Thence:** N 82°19'22" W a distance of 100.90 feet to the Point of Beginning and containing 0.130 acres.

I, Mark L. Sanderson Registered Professional Land Surveyor #4911, State of Texas, do Hereby certify the above was taken from measurements made upon the ground on 3/13/2023 and are true and correct and there are no visible easements, right-of-ways, encroachments or overlapping of improvements, except as shown on the plat.



MARK L. SANDERSON R.P.L.S. #4911  
3/14/2023





**EXHIBIT B**

13-page Municipal Service Agreement with Exhibits attached.

**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 FANNIN       §

**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 Leonard, 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 two parcels of real property (the "Property") in Fannin County, Texas, identified as being Fannin CAD Property ID 132898 and 138136, located at CR 4720 and HWY 69, being an approximate 20 and 0.857 acre tract of land situated in the M Moore Survey Abstract A0778, Fannin County, TX as and more particularly described and depicted in **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 Fannin 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 providing 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, and shall apply to all such regulations in development of the Property may be reviewed at City Hall and <https://ecode360.com/LE6386>.

**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.** 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 Leonard  
Attn: City Administrator  
P.O. Box 1270  
Leonard, Texas 75452

With Copy to:

Messer, Fort & McDonald PLLC  
Attn: Andy Messer  
6371 Preston Road, Suite 200  
Frisco, Texas 75034

To Owner:

Leonard ISD  
1 Tiger Alley  
Leonard, TX 75452

**Section 8.** A certified copy of this Agreement shall be recorded in the real property records of Fannin County, Texas, and this Agreement shall constitute a covenant that runs with the Property.

**Section 9.** 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 10.** 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 11.** 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 12.** 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 Fannin County, Texas.

**Section 13.** This Agreement may be separately executed in individual counterparts and, upon execution, shall constitute one and same instrument.

**Section 14.** This Agreement shall survive its termination to the extent necessary for the implementation of the provisions of Sections 2, 3, 4 and 10 herein.

**Section 15.** 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.

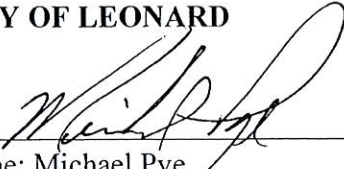
**Section 16.** The determinations recited and declared in the preambles to this Agreement are hereby incorporated herein as part of this Agreement.

**Section 17.** All exhibits to this Agreement are incorporated herein by reference for all purposes wherever reference is made to the same, including Exhibit A- Property Description and Depiction and Exhibit B- Municipal Service Plan.

Entered into this 8<sup>th</sup> day of August, 2023.

SIGNATURES ON FOLLOWING PAGE(S)

**CITY OF LEONARD**

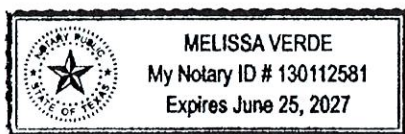
By:   
Name: Michael Pye  
Title: Mayor  
Date: 8/8/2023

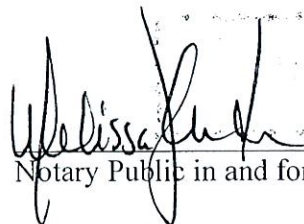
THE STATE OF TEXAS    §  
                                     §  
COUNTY OF FANNIN       §

Before me, the undersigned authority, on this day personally appeared **Michael Pye**, Mayor of the City of Leonard, Texas on behalf of said City, 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 purposed and consideration therein expressed.

Given under my hand and seal of office, this 8<sup>th</sup> day of August, 2023.

(SEAL)



  
Notary Public in and for the State of Texas  
My commission expires: 6/25/2027



**OWNER: Leonard ISD**

By: Brad Maxwell for Leonard ISD  
Name: Brad Maxwell  
Title: Superintendent  
Date: 8/30/23

THE STATE OF TEXAS           §  
  §  
COUNTY OF FANNIN       §

Before me, the undersigned authority, on this day personally appeared Brad Maxwell, property owner, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that she executed the same for the purposed and consideration therein expressed.

Given under my hand and seal of office, this 30<sup>TH</sup> day of August, 2023.

(SEAL)



Arienne Ashley Shivers  
Notary Public in and for the State of Texas

My commission expires: 6/10/2026

## EXHIBIT "A"

### Property Description and Depiction

**Being:** 20.000 acres located on the East side of Fannin County Road 4720 and being out of the Martin Moore Survey, Abstract No. 778, in Fannin County, Texas. The said 20.000 acre tract being a part of a tract conveyed in a General Warranty Deed from Roby Watson and Billy Watson to Roby C. Watson and Barbara S. Watson and Billy D. Watson and Barbara J. Watson dated November 23, 2009 of record in Volume 1464, Page 198, Second-Tract in the Official Public Records of said County and State. The said 20.000 acre tract being described more particularly by metes and bounds as follows:

**Beginning** at a PK Nail in Fannin County Road 4720. From said point a found 6" metal fence corner post on the East side of Fannin County Road 4720 bears N 70°08'49" E a distance of 28.03 feet. Said point being on the East side of an 18.377 acre tract conveyed to the Leonard Independent School District recorded in Volume 594, Page 888 in the Official Public Records of said county and state. Said point being the Northwest corner of a 1.129 acre tract conveyed to the Mahmoud Zatout recorded in Document Number 2022000156, Tract One in the Official Public Records of said county and state. Said point being a Southwest corner of the referenced parent tract for the *Point of Beginning* and the Southwest corner of this tract.

**Thence:** North (Record Bearing North) a distance of 1049.99 feet to a PK Nail in Fannin County Road 4720. Said point being in the East side of a 20 acre tract conveyed to the A. B. Ferguson, Jr. recorded in Volume 813, Page 931 in the Official Public Records of said county and state. Said point being the West line of the referenced Parent tract and the Northwest corner of this tract.

**Thence:** East across the referenced parent tract passing a set 1/2" iron rod with yellow cap stamped "Sanderson Surveying" near a barbed wire fence at a distance of 25.00 feet and continuing a total distance of 920.93 feet to a set 1/2" iron rod with yellow cap stamped "Sanderson Surveying". Said point being the Northeast corner of this tract.

**Thence:** South across the referenced parent tract a distance of 920.93 feet to a set 1/2" iron rod with yellow cap stamped "Sanderson Surveying". Said point being the Southeast corner of this tract.

**Thence:** West across the referenced parent tract a distance of 563.49 feet a set 1/2" iron rod with yellow cap stamped "Sanderson Surveying". Said point being the Northeast corner of the referenced Zatout Tract Two. Said point being an inside Southwest corner of the referenced parent tract and a bend in the South line of this tract.

**Thence:** S 70°08'49" W passing a found 6" metal fence corner post on the East side of Fannin County Road 4720 at a distance of 352.00 feet and continuing a total distance of 380.03 feet to the *Point of Beginning* and containing 20.000 acres, of which 0.6 acres lay within Fannin County Road 4720.







*Being:* 0.857 acres of land, and being out of the Martin Moore Survey, Abstract No. 778, and being on the North side of U.S. Highway 69 in Fannin County, Texas. The said 0.857 acre tract being a part of a tract conveyed in a General Warranty Deed from Roby Watson and Billy Watson to Roby C. Watson and Barbara S. Watson and Billy D. Watson and Barbara J. Watson dated November 23, 2009 of record in Volume 1464, Page 198, Second Tract in the Official Public Records of said County and State. The said 0.857 acre tract being described more particularly by metes and bounds as follows:

*Commencing* at a Point on the North side of U.S. Highway 69 from which a found 3/8" found iron rod bears N 03°58'03" W a distance of 1.56 feet. Said point being the Southeast corner of a tract conveyed to the Mahmoud Zatout recorded in Document Number 2022000156, Tract Two in the Official Public Records of said county and state. Said point also being the most Southerly Southwest corner of the parent tract. Thence with the North Right of Way of U.S. Highway 69, S 82°19'27" E a distance of 300.00 feet to a set 1/2" set iron with yellow cap stamped "Sanderson". Said point being in the South line of the referenced remainder of the Watson tract and being the Southwest corner of this tract and for the Point of Beginning and containing 0.857 acres. (Reference Bearing West line of the Watson tract Volume 1464, Page 198, NORTH).

*Thence:* North a distance of 369.25 feet to a set 1/2" set iron with yellow cap stamped "Sanderson". From said point, the Northeast corner of the referenced Zatout tract and a Northwest corner of the Watson tract bears West 320.14 feet. Said point being in a break in the South line of a called 20.000 acre tract conveyed to the Leonard ISD in Document #202200629. Said point being in a North line of the referenced remainder of the Watson tract. Said point being in a South line of the Leonard ISD tract. Said point also being the Northwest corner of this tract.

*Thence:* East a distance of 100.00 feet to a set 1/2" set iron with yellow cap stamped "Sanderson". From said point, the Southeast corner of the referenced Leonard ISD tract and an inside Southeast corner of the Watson tract bears East 143.35 feet. Said point being in the North line of the referenced remainder of a Watson tract. Said point being in a South line of a called 20.000 acre tract conveyed to the referenced Leonard ISD tract and also being the Northeast corner of this tract.

*Thence:* South a distance of 382.73 feet to a set 1/2" set iron with yellow cap stamped "Sanderson" on the North side of U.S. Highway 69. Said point being in the South line of the referenced remainder of the Watson tract and also being a Southeast corner of this tract.

*Thence:* N 82°19'22" W a distance of 100.90 feet to the Point of Beginning and containing 0.857 acres.







## **EXHIBIT "B"**

### **Municipal Service Plan**

#### **A) SERVICE PLAN GENERALLY**

- 1) This service plan has been prepared in accordance with the Texas Local Government Code ("LGC"), Section 43.0672. Municipal facilities and services to the annexed area will be provided or made available on behalf of the City of Leonard (the "City") in accordance with the following plan. Unless, otherwise indicated, the City will provide the following services to the annexed property within two and one-half years unless certain services cannot be reasonably provided within that time and the City proposes a schedule to provide services within four and one-half years. The City shall provide the annexed tract the levels of service, infrastructure, and infrastructure maintenance that are comparable to the levels of service, infrastructure, and infrastructure maintenance available in other parts of the City with similar topography, land use, and population density.
- 2) For purposes of this service plan, to "provide" services includes having services provided by any method or means by which the City provides municipal services to any other areas of the City, and may include causing or allowing private utilities, governmental entities and other public service organizations to provide such services by contract or right, in whole or in part, and may include duties on part of the private landowner with regard to such services.

#### **B) EMERGENCY SERVICES**

- 1) Police Protection
  - a) Police protection from the City of Leonard Police Department shall be immediately provided to the annexed area at a level consistent with current methods and procedures presently provided to similar areas on the effective date of the annexation ordinance. Some of these services include:
    - i) Routine patrol and responses;
    - ii) Dispatch responses to emergency and non-emergency service calls;
    - iii) Handling of complaints and incident reports;
    - iv) Special units, such as traffic enforcement and investigations;
    - v) Coordination with other public safety support agencies; and
    - vi) Animal control services.
  - b) As development commences in these areas, sufficient police protection, including personnel and equipment will be provided to furnish these areas with the level of police services consistent with the characteristics of topography, land utilization and population density of the areas.
  - c) Upon ultimate development, police protection will be provided at a level consistent with other similarly situated areas within the city limits.
- 2) Fire Protection and Emergency Medical Services
  - a) The Leonard Volunteer Fire Department will continue to provide emergency medical services and fire prevention services to the annexed area. These services include, but are not limited to:
    - i) Fire suppression and rescue;
    - ii) Pre-hospital medical services including triage, treatment and transport by



- American Medical Response (“AMR”), fire engines, trucks and ambulances;
- iii) Hazardous materials response and mitigation;
  - iv) Emergency prevention and public education efforts;
  - v) Technical rescue response; and
  - vi) Construction Plan Review and required inspections.
- b) Fire protection and emergency medical services from the City shall be provided to the annexed area at a level consistent with current methods and procedures presently provided to similar areas of the City on the effective date of the annexation ordinance.
  - c) As development commences in these areas, sufficient, fire protection and emergency medical services, including personnel and equipment will be provided to furnish these areas with the level of services consistent with the characteristics of topography, land utilization and population density of the areas. It is anticipated that fire stations planned to service areas currently with the City will be sufficient to serve the annexed area.
  - d) Upon ultimate development, fire protection and emergency medical services will be provided at a level consistent with similarly situated areas within the city limits.

**C) SOLID WASTE**

- 1) The City will provide fee-based waste collection services to the Property, contracting with a provider. Notification to the provider to expand the service area will be made upon council approval of the annexation.

**D) SANITARY SEWER**

- 1) Sanitary sewer service to the area will be provided in the same manner that such service is provided to the other similarly situated areas within the corporate limits of the City and in accordance with applicable codes and departmental policy. As property develops in the area, sanitary sewer service shall be provided in accordance with the standard extension ordinances, regulations and rules, subject to and consistent with the City’s participation policies.

**E) WATER FACILITIES**

- 1) Water service to the area will be provided by the CCN holder in the same manner that such service is provided to the other similarly situated areas within the corporate limits of the City.

**F) ROADS AND STREETS**

- 1) Maintenance of roads and streets, including street lighting, if any, will be maintained in the same manner as provided to other similarly situated areas within the corporate limits of the City.

**G) CODE ENFORCEMENT & INSPECTION SERVICES**

- 1) Code enforcement services will be available on the effective date of annexation. Code enforcement services include the response, investigation and potential abatement of property maintenance issues, nuisance issues, sanitation issues, illegal signs, abandoned or inoperable vehicles and other zoning violations.
- 2) Upon the effective date of annexation, the City will provide building permits and inspection services to the Property. This service will be made available to the Property on the same basis and at the same level of service as similar facilities throughout the City.

#### **H) PLANNING AND ZONING SERVICES**

- 1) The Planning and zoning jurisdiction of the City will extend to this area upon the effective date of the annexation ordinance. City planning will thereafter encompass this property, and it shall be entitled to consideration for zoning in accordance with the City's Zoning Ordinance and Comprehensive Plan.

#### **I) PARKS, PLAYGROUNDS, LIBRARIES, SWIMMING POOLS**

- 1) Residents within the annexed area may utilize all existing park and recreation facilities on the effective date of this ordinance. Fees for such usage shall be in accordance with current fees established by ordinance.
- 2) As development commences in the area, additional park and recreation facilities shall be constructed based on park policies set forth by the City Council. The general planned locations and classifications of parks will ultimately serve residents from the current City limits and residents from areas being considered for annexation.

#### **J) PUBLICLY OWNED FACILITIES**

- 1) The City is not aware of any publicly owned facilities, buildings or services associated with the Property for purposes of operation and maintenance.

#### **K) OTHER SERVICES**

- 1) Other services that may be provided by the City, such as municipal and general administration will be made available on the effective date of the annexation. The City shall provide levels of service, infrastructure, and infrastructure maintenance, enforcement of all zoning ordinances, building codes, and miscellaneous penal ordinances including but not limited to regulation of animals, roads and streets, fireworks, alcoholic beverages, firearms, littering and dumping that are comparable to the levels of services available in other parts of the City with similar topography, land use, and population density similar to those reasonably contemplated or projected in the area.



**FILED AND RECORDED**  
**Fannin County, Texas**  
**Tammy Biggar, County Clerk**  
**101 E. Sam Rayburn Dr. #102**  
**Bonham, Tx 75418**

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I hereby certify that this instrument was FILED AND RECORDED on the date and time stamped hereon and FILED AND RECORDED in the OFFICIAL PUBLIC RECORDS of Fannin County, Texas.



*Tammy Biggar*  
Tammy Biggar, Fannin County Clerk

NOTICE: It is a crime to intentionally or knowingly file a fraudulent court record or instrument with the clerk.

Any provision herein which restricts the Sale, Rental or use of the described REAL PROPERTY because of

By: LAURA ROBINSON  
Deputy

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