

ORDINANCE NO. 1580-11-2024

AN ORDINANCE GRANTING THE PETITION FILED BY JOHN SCHMITZ ON BEHALF OF CAMP HOWZE LAND DEVELOPMENT, LLC, REQUESTING ANNEXATION OF APPROXIMATELY 198.6683 ACRES GENERALLY LOCATED AT FM 1202 AND COUNTY ROAD 444 IN COOKE COUNTY, TEXAS; AND EXTENDING THE BOUNDARY LIMITS OF THE 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; ZONING THE PROPERTY AS INDUSTRIAL (I); EXTENDING THE BOUNDARIES OF THE GATEWAY INDUSTRIAL PARK BUILDING HEIGHT OVERLAY DISTRICT TO INCLUDE THE ANNEXED PROPERTY; PROVIDING INSTRUCTIONS FOR FILING THIS ORDINANCE AND FOR CORRECTING THE OFFICIAL MAP AND BOUNDARIES OF THE CITY AND AMENDING THE ZONING MAP; PROVIDING SEVERABILITY AND CUMULATIVE CLAUSES; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, John Schmitz, on behalf of Camp Howze Development Partners, LLC, requested that the City of Gainesville, Texas annex approximately 198.6683 acres of land described in **Exhibit A**; and

WHEREAS, Camp Howze Development Partners, LLC and the City of Gainesville entered into a service plan for said 198.6683 acres on September 23, 2024 as shown in **Exhibit B**.

WHEREAS, said land is in the City of Gainesville's extraterritorial jurisdiction per Section 42.021 of the Texas Local Government Code; and

WHEREAS, annexing said land to the City of Gainesville, Texas will not violate Section 43.055 of the Texas Local Government Code; and

WHEREAS, annexing the said land to the City of Gainesville, Texas, will benefit the citizens of the City of Gainesville, Texas.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF GAINESVILLE, 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. Petition Granted. The request to annex approximately 198.6683 acres of land in Cooke County, Texas, described in **Exhibit A** is hereby granted.

SECTION 3. Annexation. That the following described territory, to wit:

APPROXIMATELY 198.6683 ACRES GENERALLY LOCATED AT FM 1202 AND COUNTY ROAD 444 IN COOKE COUNTY, TEXAS AND INCLUDING TRACT 1,

AN APPROXIMATELY 138.6674 ACRES SITUATED IN THE W.W. HILLS SURVEY, ABSTRACT NO. 454, B.C. FORBES SURVEY, ABSTRACT NO. 1614, AND THE J.M. WILLIAMSON SURVEY, ABSTRACT NO. 1109; AND TRACT 2, AN APPROXIMATELY 60.0009 ACRES SITUATED IN THE B.B.B. & C.R.R. SURVEY, ABSTRACT NO. 156, AND IN THE JP HAVINS SURVEY, ABSTRACT NO. 455

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

SECTION 4. Service Agreement. A written Services Agreement has been negotiated and prepared in accordance with 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 5. Official Map. The official map and boundaries of the City, previously adopted, are amended to include the Property as part of the City of Gainesville. 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 6. Ward Assignment. The annexed area in this ordinance shall be included in Ward 1 of the City of Gainesville, Texas.

SECTION 7. Zoning Amendment. From this date, the above-described property shall be zoned Industrial (I), and the boundaries of the Gateway Industrial Park Building Height Overlay District shall be extended to include the annexed area.

SECTION 8. Zoning District Map. The Zoning District Map of the City of Gainesville adopted by Section 1.5 of Appendix A, "Zoning," of the Code of Ordinances, and on file in the office of the City Secretary, is hereby amended to reflect the zoning classification changes herein made.

SECTION 9. Severability Clause. It is hereby declared by the City Council of the City 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 10. Cumulative Clause. This ordinance shall be cumulative of all provisions of ordinances of the City 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 11. 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 12. Filing Instructions. The City Secretary is hereby directed to file a certified copy of this ordinance with the County Clerk of Cooke County, Texas, and with other appropriate officials and agencies as required by state and federal law.

SECTION 13. 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 Gainesville, Texas.

INTRODUCTION. FIRST READING. CHARTER SUSPENSION:

INTRODUCED AND READ FOR THE FIRST TIME BEFORE THE CITY COUNCIL OF THE CITY OF GAINESVILLE ON THE 5th DAY OF November 2024, AT WHICH THE CHARTER PROVISION OF THE CITY OF GAINESVILLE REQUIRING THE READING OF THE ORDINANCE ON THREE SEPARATE OCCASIONS WAS SUSPENDED BY A VOTE OF

10 AYES 0 NAYS 1 ABSENT 0 ABSTENTIONS 0 VACANCY

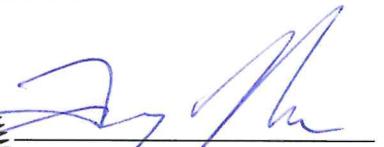
ADOPTION

READ FOR THE THIRD TIME AND ADOPTED BEFORE THE CITY COUNCIL OF THE CITY OF GAINESVILLE ON THE 5th DAY OF November 2024.

6 AYES 0 NAYS 1 ABSENT 0 ABSTENTIONS 0 VACANCY


DIANA ALCALA, CITY SECRETARY



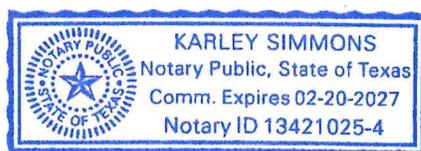

TOMMY MOORE, MAYOR

I, Diana Alcala, City Secretary of the City of Gainesville, Texas, after being duly sworn, do hereby certify that the above and foregoing is a true and correct copy of an ordinance duly passed by the City Council of the City of Gainesville, Texas on the dates shown on said copy.

Signed this 5th day of November, 2024


DIANA ALCALA, CITY SECRETARY

SUBSCRIBED AND SWORN TO before me, the undersigned authority, on the 5th day of November 2024.




Notary Public, State of Texas

LEGAL DESCRIPTION

ALL THAT CERTAIN LOT, TRACT OR PARCEL OF LAND SITUATED IN THE W.W. HILLIS SURVEY, ABSTRACT NUMBER 454, B.C. FORBES SURVEY, ABSTRACT NUMBER 1614, AND THE J.M. WILLIAMSON SURVEY, ABSTRACT NUMBER 1109, IN THE CITY OF GAINESVILLE, COOKE COUNTY, TEXAS, AND BEING A PORTION OF A 640.00 ACRE TRACT OF LAND DESCRIBED IN A DEED TO TIMOTHY WAYNE MCLAUGHLIN (FEE SIMPLE ESTATE), AND WAYMON WOFFORD BRYANT (LIFE ESTATE ONLY), AS RECORDED IN VOLUME 1846, PAGE 625 OF THE DEED RECORDS OF COOKE COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT A 5/8" IRON ROD SET FOR CORNER IN THE SOUTH RIGHT-OF-WAY LINE OF FARM TO MARKET ROAD 1202, SAID POINT BEING THE MOST WESTERLY NORTHWEST CORNER OF A TRACT OF LAND DESCRIBED IN A DEED TO CITY OF GAINESVILLE AS RECORDED IN VOLUME 2163, PAGE 404 OF THE DEED RECORDS OF COOKE COUNTY, TEXAS;

THENCE SOUTH 25° 27' 31" WEST DEPARTING THE SOUTH RIGHT-OF-WAY LINE OF SAID FARM TO MARKET ROAD 1202 AND ALONG THE NORTHWEST LINE OF SAID CITY OF GAINESVILLE TRACT, FOR A DISTANCE OF 456.77 FEET TO A 5/8" IRON ROD SET FOR CORNER;

THENCE NORTH 89° 21' 03" EAST ALONG THE SOUTH LINE OF SAID CITY OF GAINESVILLE TRACT, FOR A DISTANCE OF 30.00 FEET TO A 5/8" IRON ROD SET FOR THE MOST EASTERLY SOUTHEAST CORNER OF SAID CITY OF GAINESVILLE TRACT, SAID POINT ALSO BEING THE NORTHWEST CORNER OF A CALLED 100.342 ACRE TRACT OF LAND DESCRIBED IN A DEED TO GAINESVILLE ECONOMIC DEVELOPMENT CORPORATION, HEREINAFTER REFERRED TO AS "GEDC", AS RECORDED IN VOLUME 1858, PAGE 495 OF THE DEED RECORDS OF COOKE COUNTY, TEXAS;

THENCE SOUTH 00° 49' 17" WEST WITH THE WEST LINE OF SAID 100.342 ACRE" GEDC" TRACT AND ALONG COUNTY ROAD NUMBER 444, PART OF THE WAY, FOR A DISTANCE OF 1238.16 FEET TO A 5/8" IRON ROD SET FOR CORNER, SAID POINT BEING THE NORTHEAST CORNER OF A CALLED 42.538 ACRE TRACT OF LAND DESCRIBED IN A DEED TO "GEDC", AS RECORDED IN VOLUME 1857, PAGE 773 OF DEED RECORDS OF COOKE COUNTY, TEXAS;

THENCE NORTH 89° 10' 34" WEST ALONG THE CENTER OF SAID COUNTY ROAD NUMBER 444, PART OF THE WAY, FOR A DISTANCE OF 1031.37 FEET TO A PK NAIL FOUND FOR CORNER, SAID POINT BEING THE NORTHEAST CORNER OF A CALLED 2.02 ACRE TRACT OF LAND DESCRIBED IN A DEED TO RODNEY KING, AS RECORDED IN VOLUME 1116, PAGE 459 OF THE DEED RECORDS OF COOKE COUNTY, TEXAS:

THENCE NORTH 89° 05' 53" WEST ALONG THE CENTER OF SAID COUNTY ROAD NUMBER 444, PART OF THE WAY, AND ALONG THE NORTH LINE OF SAID 2.02 ACRE RODNEY KING TRACT AND THE NORTH LINE OF A CALLED 2.423 ACRE TRACT OF LAND DESCRIBED IN A DEED TO RICARDO VILLEGAS, ET UX, AS RECORDED IN VOLUME 1605, PAGE 206 OF THE DEED RECORDS OF COOKE COUNTY, TEXAS, AND THE NORTH LINE OF A CALLED 2.00 ACRE TRACT DESCRIBED IN A DEED TO EUGENE & WAYNELL HOBERER AS RECORDED IN VOLUME 2334, PAGE 824 OF THE DEED RECORDS OF COOKE COUNTY, TEXAS, AND THE NORTH LINE OF A CALLED 45.42 ACRE TRACT DESCRIBED IN A DEED TO EUGENE P. HOBERER & WAYNELL R. ROBERT AS RECORDED IN VOLUME 1091, PAGE 594 OF THE DEED RECORDS OF COOKE COUNTY, TEXAS, AND ALONG THE NORTH LINE OF A CALLED 1.000 ACRE TRACT OF LAND DESCRIBED IN A DEED TO ANTHONY P. HOBERER AS RECORDED IN VOLUME 1887, PAGE 664 OF THE DEED RECORDS OF COOKE COUNTY, TEXAS, FOR A DISTANCE OF 1131.83 FEET TO A 5/8" IRON ROD SET FOR CORNER, SAID POINT BEING IN THE EAST LINE OF A CALLED 11.569 ACRE TRACT OF LAND DESCRIBED IN A DEED TO JORGE CHAVEZ AS RECORDED IN VOLUME 2275, PAGE 662 OF THE DEED RECORDS OF COOKE COUNTY, TEXAS;

THENCE NORTH 00° 19' 13" EAST ALONG THE EAST LINE OF SAID 11.569 ACRE JORGE CHAVEZ AND THE EAST LINE OF A CALLED 10.29 ACRE AND 14.09 ACRE TRACTS OF LAND DESCRIBED IN A DEED TO PIERCE KENDALL ANN AS RECORDED IN VOLUME 1718, PAGE 561, AND VOLUME 1718, PAGE 561 OF THE DEED RECORDS OF COOKE COUNTY, TEXAS, AND THE EAST LINE OF A CALLED 14.09 ACRE FOR A DISTANCE OF 2771.91 FEET TO A 5/8" IRON ROD SET FOR CORNER, SAID POINT BEING THE EASTERLY CORNER OF SAID 14.09 ACRE PIERCE KENDALL ANN TRACT;

THENCE SOUTH 87° 39' 24" WEST ALONG THE NORTH LINE OF SAID 14.09 ACRE PIERCE KENDALL ANN TRACT, FOR A DISTANCE OF 370.23 FEET TO A 5/8" IRON ROD SET FOR CORNER;

THENCE NORTH 00° 19' 13" EAST ALONG THE EAST LINE OF SAID 14.09 ACRE PIERCE KENDALL ANN TRACT, FOR A DISTANCE OF 309.40 FEET TO A 5/8" IRON ROD SET FOR CORNER;

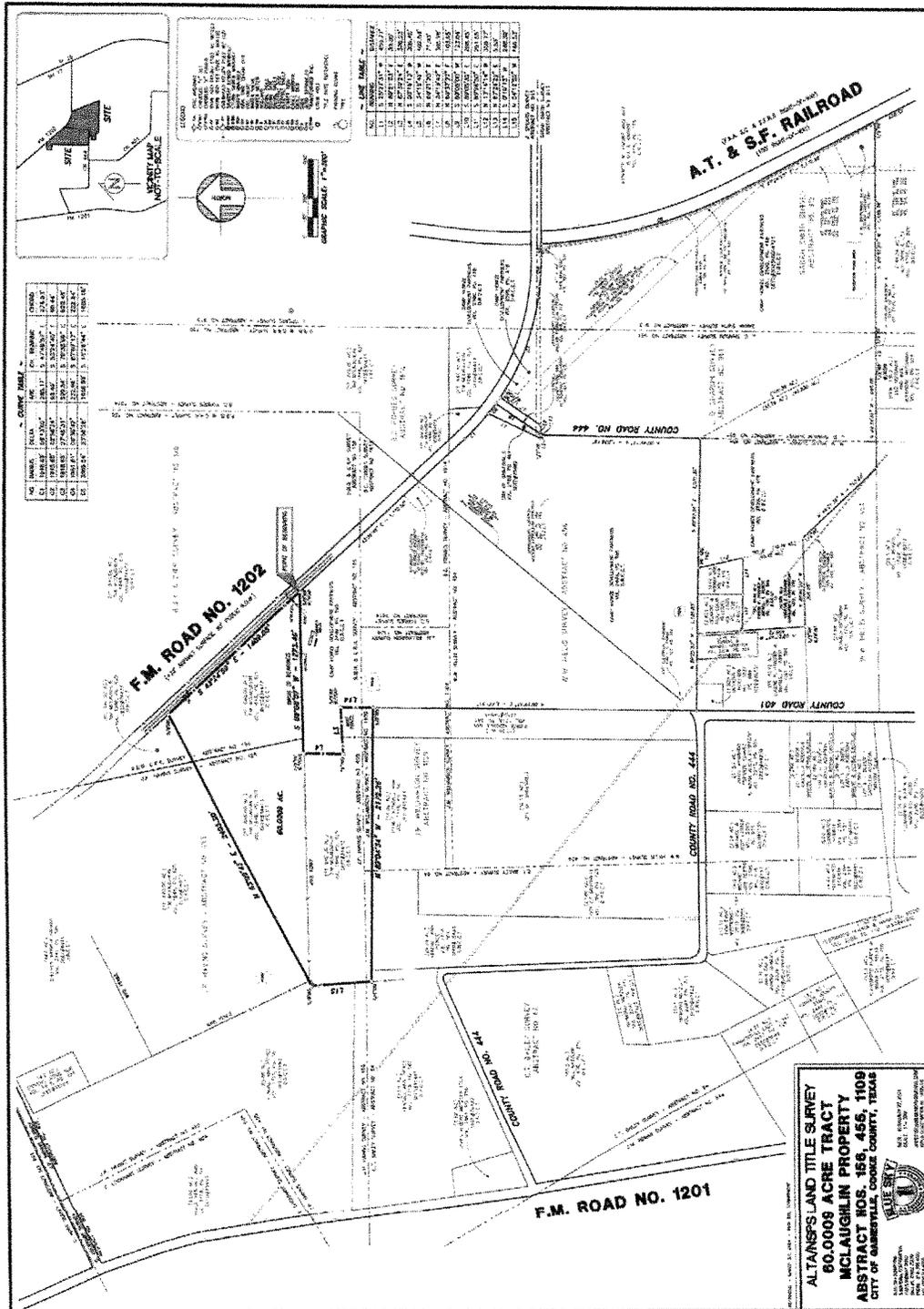
THENCE NORTH 89° 08' 07" EAST FOLLOWING THE SURVEY LINE, FOR A DISTANCE OF 1273.46 FEET TO A 5/8" IRON ROD SET FOR CORNER IN THE SOUTHWEST RIGHT-OF-WAY LINE OF AFORESAID FARM TO MARKET ROAD 1202;

THENCE SOUTH 43° 36' 48" EAST ALONG THE SOUTHWEST RIGHT-OF-WAY LINE OF AFORESAID FARM TO MARKET ROAD 1202, FOR A DISTANCE OF 1772.52 FEET TO A 5/8" IRON ROD SET FOR CORNER, SAID POINT BEING THE BEGINNING OF A CURVE TO THE LEFT HAVING A RADIUS OF 1918.65 FEET WITH A CENTRAL ANGLE OF 08° 13' 02" AND A CHORD BEARING SOUTH 47° 49' 57" EAST AT A DISTANCE OF 274.93 FEET;

THENCE SOUTHEASTERLY AND FOLLOWING ALONG SAID CURVE TO THE LEFT AND ALONG THE SOUTHWEST RIGHT-OF-WAY LINE OF AFORESAID FARM TO MARKET ROAD 1202, FOR AN ARC DISTANCE OF 285.17 FEET TO THE POINT OF BEGINNING AND CONTAINING 138.6674 ACRES OF LAND, MORE OR LESS.

Exhibit A – part 2

60.0009-Acre tract



BEING ALL THAT CERTAIN LOT, TRACT OR PARCEL OF LAND SITUATED IN THE B.B.B. & C.R.R. SURVEY, ABSTRACT NO. 156, AND IN THE J.P. HAVINS SURVEY, ABSTRACT NO. 455, AND BEING A PORTION OF THAT 640.00 ACRE TRACT OF LAND DESCRIBED IN GENERAL WARRANTY DEED TO TIMOTHY WAYNE MCLAUGHLIN, AS RECORDED IN VOLUME 1846, PAGE 625, DEED NO. 34473 OF THE COUNTY CLERK RECORDS OF COOKE COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT A 5/8" IRON ROD WITH YELLOW PLASTIC CAP FOUND FOR CORNER IN THE SOUTHWEST RIGHT-OF-WAY LINE OF F.M. 1202 (AN 80' PUBLIC RIGHT-OF-WAY), SAID POINT ALSO BEING A CORNER OF A TRACT OF LAND DESCRIBED IN DEED TO CAMP HOWZE DEVELOPMENT PARTNERS, AS RECORDED IN VOLUME 2499, PAGE 595 OF THE DEED RECORDS, COOKE COUNTY, TEXAS;

THENCE SOUTH 89° 08' 07" WEST (BASIS OF BEARINGS PER CAMP HOWZE DEVELOPMENT PARTNERS DEED) AND DEPARTING THE SOUTHWEST RIGHT-OF-WAY LINE OF SAID F.M. 1202, AND FOLLOWING ALONG THE NORTH LINE OF SAID CAMP HOWZE DEVELOPMENT PARTNERS TRACT FOR A DISTANCE OF 1273.46 FEET TO A 5/8" IRON ROD WITH YELLOW PLASTIC CAP FOUND FOR CORNER;

THENCE SOUTH 00° 19' 13" WEST AND CONTINUING ALONG SAID CAMP HOWZE DEVELOPMENT PARTNERS TRACT FOR A DISTANCE OF 309.40 FEET TO AN "X" FOUND FOR CORNER;

THENCE NORTH 87° 39' 24" EAST AND CONTINUING ALONG SAID CAMP HOWZE DEVELOPMENT PARTNERS TRACT FOR A DISTANCE OF 370.23 FEET TO A 5/8" IRON ROD WITH YELLOW PLASTIC CAP FOUND FOR CORNER;

THENCE SOUTH 00° 19' 13" WEST AND CONTINUING ALONG SAID CAMP HOWZE DEVELOPMENT PARTNERS TRACT FOR A DISTANCE OF 248.30 FEET TO A 5/8" IRON ROD SET FOR CORNER IN THE WEST LINE OF SAID CAMP HOWZE DEVELOPMENT PARTNERS TRACT, SAID POINT BEING IN THE EAST LINE OF A TRACT OF LAND CONVEYED IN DEED TO PIERCE KENDALL ANN, AS RECORDED IN VOLUME 1718, PAGE 561, DEED NO. 14593 OF THE OFFICIAL PUBLIC RECORDS OF COOKE COUNTY, TEXAS;

THENCE NORTH 89° 04' 34" WEST AND FOLLOWING ALONG THE NORTH LINE OF SAID PIERCE KENDALL ANN TRACT FOR A DISTANCE OF 2172.26 FEET TO A 5/8" IRON ROD SET FOR CORNER;

THENCE NORTH 04° 12' 52" WEST AND CONTINUING ALONG SAID PIERCE KENDALL ANN TRACT FOR A DISTANCE OF 466.53 FEET TO A 5/8" IRON ROD SET FOR CORNER;

THENCE NORTH 63° 09' 43" EAST AND CONTINUING ALONG SAID PIERCE KENDALL ANN TRACT, AND PASSING AT A DISTANCE OF 43.47 FEET A POINT FOR CORNER IN THE NORTHEAST LINE OF SAID PIERCE KENDALL ANN TRACT, COMMON TO THE SOUTHWEST LINE OF THE AFORESAID TIMOTHY WAYNE MCLAUGHLIN TRACT, OVER AND ACROSS SAID TIMOTHY WAYNE MCLAUGHLIN TRACT FOR A TOTAL DISTANCE OF 2403.20 FEET TO A 5/8" IRON ROD SET FOR CORNER IN THE SOUTHWEST RIGHT-OF-WAY LINE OF AFORESAID F.M. ROAD 1202;

THENCE SOUTH 43° 24' 59" EAST AND FOLLOWING ALONG THE SOUTHWEST RIGHT-OF-WAY LINE OF SAID F.M. ROAD 1202 FOR A DISTANCE OF 1409.05 FEET TO THE POINT OF BEGINNING AND CONTAINING 60.0009 ACRES OF LAND, MORE OR LESS.

Exhibit B

Executed 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 SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

STATE OF TEXAS §
 §
COUNTY OF COOKE §

**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 Gainesville, Texas (the "City") and the undersigned property owner(s) (the "Owner"). The term "Owner" includes all owners of the Property. City and Owner may be referred individually as a "Party" and collectively referred to as the "Parties."

WHEREAS, the Owner owns a parcel of real property (the "Property") in Cooke County, Texas, identified as Tract 1, an approximately 138.6674 acres situated in the W.W. Hills Survey, Abstract No. 454, B.C. Forbes Survey, Abstract No. 1614, and the J.M. Williamson Survey, Abstract No. 1109; and Tract 2, an approximately 60.0009 acres situated in the B.B.B. and C. R.R. Survey, Abstract No. 156, and in the JP Havins Survey, Abstract No. 455 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 Cooke 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://library.municode.com/tx/gainesville/codes/code_of_ordinances.

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 Gainesville
Attn: City Manager
200 S. Rusk St.

Gainesville, Texas 76240

With Copy to:
Messer Fort PLLC
Attn: Andy Messer
6371 Preston Road, Suite 200
Frisco, Texas 75034

To Owner:

John Schmitz
Camp Howze Development Partners
114 E Foreline
Gainesville, TX 76240

Section 8. A certified copy of this Agreement shall be recorded in the real property records of Cooke 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 Cooke 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.

Entered into this 23rd day of September, 2024.

SIGNATURES ON FOLLOWING PAGE(S)

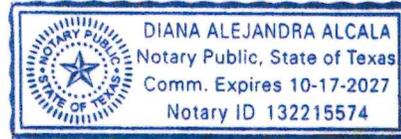
CITY OF GAINESVILLE

By: [Signature]
Name: Barry Sullivan
Title: City Manager
Date: 9/23/24

THE STATE OF TEXAS §
 §
COUNTY OF COOKE §

This instrument was acknowledged before me on the 23rd day of September, 2024, by **Barry Sullivan**, City Manager of the City of Gainesville, Texas on behalf of said City.

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



OWNER: CAMP-HOWZE DEVELOPMENT PARTNERS, LLC

By: [Signature]
Name: John Schmitz
Title: President
Date: 4th Sept 24

THE STATE OF TEXAS §
 §
COUNTY OF COOKE §

This instrument was acknowledged before me on September 4, 2024, by **John Schmitz**, President of **Camp Howze Development Partners, LLC**, owner of said Property.

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

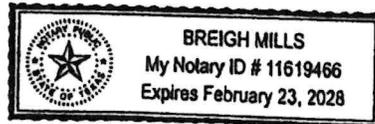


EXHIBIT "A"
Property Description and Depiction

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 Gainesville (the "City") in accordance with the following plan. Unless, otherwise indicated, the City will provide the following services to the annexed property immediately. 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 Gainesville 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 investigations and special response team;
 - 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 City of Gainesville Fire Department will to provide fire prevention services to the annexed area. These services include, but are not limited to:
 - i) Fire suppression and rescue;
 - ii) Hazardous materials response and mitigation;
 - iii) Emergency prevention and public education efforts;
 - iv) Technical rescue response; and

- v) 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 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.

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 City in the same manner that such service is provided to the other similarly situated areas within the corporate limits of the City.

F) ROAD 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 defined in the Park Master Plan and as specified in the Park Dedication Ordinance. 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.

EXHIBIT "A"

LEGAL DESCRIPTION

ALL THAT CERTAIN LOT, TRACT OR PARCEL OF LAND SITUATED IN THE W.W. HILLIS SURVEY, ABSTRACT NUMBER 454, B.C. FORBES SURVEY, ABSTRACT NUMBER 1614, AND THE J.M. WILLIAMSON SURVEY, ABSTRACT NUMBER 1109, IN THE CITY OF GAINESVILLE, COOKE COUNTY, TEXAS, AND BEING A PORTION OF A 640.00 ACRE TRACT OF LAND DESCRIBED IN A DEED TO TIMOTHY WAYNE MCLAUGHLIN (FEE SIMPLE ESTATE), AND WAYMON WOFFORD BRYANT (LIFE ESTATE ONLY), AS RECORDED IN VOLUME 1846, PAGE 625 OF THE DEED RECORDS OF COOKE COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT A 5/8" IRON ROD SET FOR CORNER IN THE SOUTH RIGHT-OF-WAY LINE OF FARM TO MARKET ROAD 1202, SAID POINT BEING THE MOST WESTERLY NORTHWEST CORNER OF A TRACT OF LAND DESCRIBED IN A DEED TO CITY OF GAINESVILLE AS RECORDED IN VOLUME 2163, PAGE 404 OF THE DEED RECORDS OF COOKE COUNTY, TEXAS;

THENCE SOUTH 25° 27' 31" WEST DEPARTING THE SOUTH RIGHT-OF-WAY LINE OF SAID FARM TO MARKET ROAD 1202 AND ALONG THE NORTHWEST LINE OF SAID CITY OF GAINESVILLE TRACT, FOR A DISTANCE OF 456.77 FEET TO A 5/8" IRON ROD SET FOR CORNER;

THENCE NORTH 89° 21' 03" EAST ALONG THE SOUTH LINE OF SAID CITY OF GAINESVILLE TRACT, FOR A DISTANCE OF 30.00 FEET TO A 5/8" IRON ROD SET FOR THE MOST EASTERLY SOUTHEAST CORNER OF SAID CITY OF GAINESVILLE TRACT, SAID POINT ALSO BEING THE NORTHWEST CORNER OF A CALLED 100.342 ACRE TRACT OF LAND DESCRIBED IN A DEED TO GAINESVILLE ECONOMIC DEVELOPMENT CORPORATION, HEREINAFTER REFERRED TO AS "GEDC", AS RECORDED IN VOLUME 1858, PAGE 495 OF THE DEED RECORDS OF COOKE COUNTY, TEXAS;

THENCE SOUTH 00° 49' 17" WEST WITH THE WEST LINE OF SAID 100.342 ACRE "GEDC" TRACT AND ALONG COUNTY ROAD NUMBER 444, PART OF THE WAY, FOR A DISTANCE OF 1238.16 FEET TO A 5/8" IRON ROD SET FOR CORNER, SAID POINT BEING THE NORTHEAST CORNER OF A CALLED 42.538 ACRE TRACT OF LAND DESCRIBED IN A DEED TO "GEDC", AS RECORDED IN VOLUME 1857, PAGE 773 OF DEED RECORDS OF COOKE COUNTY, TEXAS;

THENCE NORTH 89° 10' 34" WEST ALONG THE CENTER OF SAID COUNTY ROAD NUMBER 444, PART OF THE WAY, FOR A DISTANCE OF 1031.37 FEET TO A PK NAIL FOUND FOR CORNER, SAID POINT BEING THE NORTHEAST CORNER OF A CALLED 2.02 ACRE TRACT OF LAND DESCRIBED IN A DEED TO RODNEY KING, AS RECORDED IN VOLUME 1116, PAGE 459 OF THE DEED RECORDS OF COOKE COUNTY, TEXAS;

EXHIBIT "A"

THENCE NORTH 89° 05' 53" WEST ALONG THE CENTER OF SAID COUNTY ROAD NUMBER 444, PART OF THE WAY, AND ALONG THE NORTH LINE OF SAID 2.02 ACRE RODNEY KING TRACT AND THE NORTH LINE OF A CALLED 2.423 ACRE TRACT OF LAND DESCRIBED IN A DEED TO RICARDO VILLEGAS, ET UX, AS RECORDED IN VOLUME 1605, PAGE 206 OF THE DEED RECORDS OF COOKE COUNTY, TEXAS, AND THE NORTH LINE OF A CALLED 2.00 ACRE TRACT DESCRIBED IN A DEED TO EUGENE & WAYNELL HOBERER AS RECORDED IN VOLUME 2334, PAGE 824 OF THE DEED RECORDS OF COOKE COUNTY, TEXAS, AND THE NORTH LINE OF A CALLED 45.42 ACRE TRACT DESCRIBED IN A DEED TO EUGENE P. HOBERER & WAYNELL R. ROBERT AS RECORDED IN VOLUME 1091, PAGE 594 OF THE DEED RECORDS OF COOKE COUNTY, TEXAS, AND ALONG THE NORTH LINE OF A CALLED 1.000 ACRE TRACT OF LAND DESCRIBED IN A DEED TO ANTHONY P. HOBERER AS RECORDED IN VOLUME 1887, PAGE 664 OF THE DEED RECORDS OF COOKE COUNTY, TEXAS, FOR A DISTANCE OF 1131.83 FEET TO A 5/8" IRON ROD SET FOR CORNER, SAID POINT BEING IN THE EAST LINE OF A CALLED 11.569 ACRE TRACT OF LAND DESCRIBED IN A DEED TO JORGE CHAVEZ AS RECORDED IN VOLUME 2275, PAGE 662 OF THE DEED RECORDS OF COOKE COUNTY, TEXAS;

THENCE NORTH 00° 19' 13" EAST ALONG THE EAST LINE OF SAID 11.569 ACRE JORGE CHAVEZ AND THE EAST LINE OF A CALLED 10.29 ACRE AND 14.09 ACRE TRACTS OF LAND DESCRIBED IN A DEED TO PIERCE KENDALL ANN AS RECORDED IN VOLUME 1718, PAGE 561, AND VOLUME 1718, PAGE 561 OF THE DEED RECORDS OF COOKE COUNTY, TEXAS, AND THE EAST LINE OF A CALLED 14.09 ACRE FOR A DISTANCE OF 2771.91 FEET TO A 5/8" IRON ROD SET FOR CORNER, SAID POINT BEING THE EASTERLY CORNER OF SAID 14.09 ACRE PIERCE KENDALL ANN TRACT;

THENCE SOUTH 87° 39' 24" WEST ALONG THE NORTH LINE OF SAID 14.09 ACRE PIERCE KENDALL ANN TRACT, FOR A DISTANCE OF 370.23 FEET TO A 5/8" IRON ROD SET FOR CORNER;

THENCE NORTH 00° 19' 13" EAST ALONG THE EAST LINE OF SAID 14.09 ACRE PIERCE KENDALL ANN TRACT, FOR A DISTANCE OF 309.40 FEET TO A 5/8" IRON ROD SET FOR CORNER;

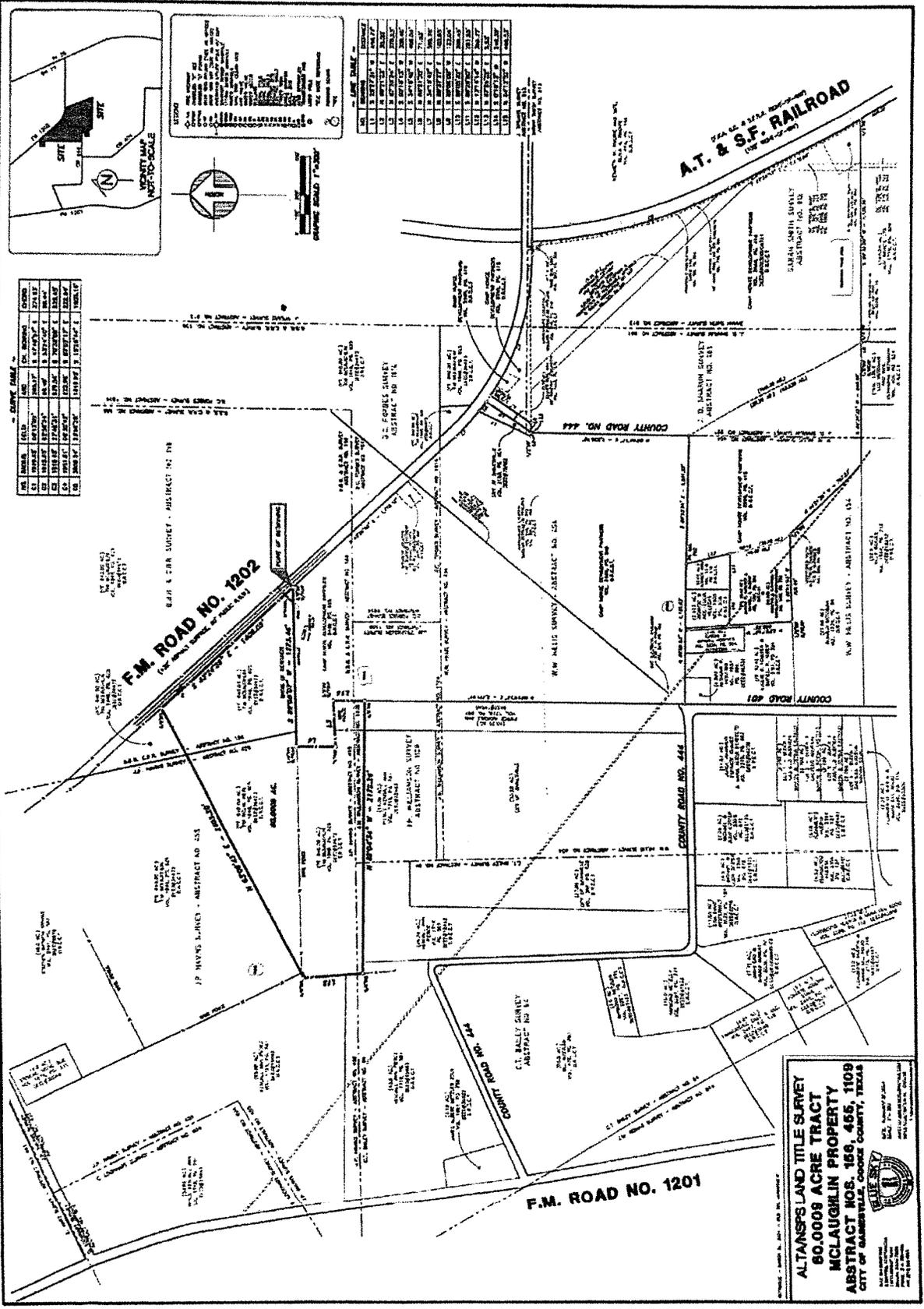
THENCE NORTH 89° 08' 07" EAST FOLLOWING THE SURVEY LINE, FOR A DISTANCE OF 1273.46 FEET TO A 5/8" IRON ROD SET FOR CORNER IN THE SOUTHWEST RIGHT-OF-WAY LINE OF AFORESAID FARM TO MARKET ROAD 1202;

THENCE SOUTH 43° 36' 48" EAST ALONG THE SOUTHWEST RIGHT-OF-WAY LINE OF AFORESAID FARM TO MARKET ROAD 1202, FOR A DISTANCE OF 1772.52 FEET TO A 5/8" IRON ROD SET FOR CORNER, SAID POINT BEING THE BEGINNING OF A CURVE TO THE LEFT HAVING A RADIUS OF 1918.65 FEET WITH A CENTRAL ANGLE OF 08° 13' 02" AND A CHORD BEARING SOUTH 47° 49' 57" EAST AT A DISTANCE OF 274.93 FEET;

EXHIBIT "A"

THENCE SOUTHEASTERLY AND FOLLOWING ALONG SAID CURVE TO THE LEFT AND ALONG THE SOUTHWEST RIGHT-OF-WAY LINE OF AFORESAID FARM TO MARKET ROAD 1202, FOR AN ARC DISTANCE OF 285.17 FEET TO THE POINT OF BEGINNING AND CONTAINING 138.6674 ACRES OF LAND, MORE OR LESS.

EXHIBIT "A"



OWNER TABLE

NO.	OWNER	FIELD	ACRES	OR. BOUNDING	COORD.
1	STATE OF TEXAS	1/4	1.25	1/4	1.25
2	STATE OF TEXAS	1/4	1.25	1/4	1.25
3	STATE OF TEXAS	1/4	1.25	1/4	1.25
4	STATE OF TEXAS	1/4	1.25	1/4	1.25
5	STATE OF TEXAS	1/4	1.25	1/4	1.25
6	STATE OF TEXAS	1/4	1.25	1/4	1.25
7	STATE OF TEXAS	1/4	1.25	1/4	1.25
8	STATE OF TEXAS	1/4	1.25	1/4	1.25
9	STATE OF TEXAS	1/4	1.25	1/4	1.25
10	STATE OF TEXAS	1/4	1.25	1/4	1.25

LINE TABLE

LINE NO.	START POINT	END POINT	LENGTH	BEARING
1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30

ALTANS' LAND TITLE SURVEY
60,0008 ACRE TRACT
MC LAUGHLIN PROPERTY
ABSTRACT NOS. 156, 456, 1109
CITY OF SAN ANTONIO, BEXAR COUNTY, TEXAS

STATE OF TEXAS
 COUNTY OF BEXAR
 SURVEYOR
 J. W. ...

EXHIBIT "A"

BEING ALL THAT CERTAIN LOT, TRACT OR PARCEL OF LAND SITUATED IN THE B.B.B. & C.R.R. SURVEY, ABSTRACT NO. 156, AND IN THE J.P. HAVINS SURVEY, ABSTRACT NO. 455, AND BEING A PORTION OF THAT 640.00 ACRE TRACT OF LAND DESCRIBED IN GENERAL WARRANTY DEED TO TIMOTHY WAYNE MCLAUGHLIN, AS RECORDED IN VOLUME 1846, PAGE 625, DEED NO. 34473 OF THE COUNTY CLERK RECORDS OF COOKE COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT A 5/8" IRON ROD WITH YELLOW PLASTIC CAP FOUND FOR CORNER IN THE SOUTHWEST RIGHT-OF-WAY LINE OF F.M. 1202 (AN 80' PUBLIC RIGHT-OF-WAY), SAID POINT ALSO BEING A CORNER OF A TRACT OF LAND DESCRIBED IN DEED TO CAMP HOWZE DEVELOPMENT PARTNERS, AS RECORDED IN VOLUME 2499, PAGE 595 OF THE DEED RECORDS, COOKE COUNTY, TEXAS;

THENCE SOUTH 89° 08' 07" WEST (BASIS OF BEARINGS PER CAMP HOWZE DEVELOPMENT PARTNERS DEED) AND DEPARTING THE SOUTHWEST RIGHT-OF-WAY LINE OF SAID F.M. 1202, AND FOLLOWING ALONG THE NORTH LINE OF SAID CAMP HOWZE DEVELOPMENT PARTNERS TRACT FOR A DISTANCE OF 1273.46 FEET TO A 5/8" IRON ROD WITH YELLOW PLASTIC CAP FOUND FOR CORNER;

THENCE SOUTH 00° 19' 13" WEST AND CONTINUING ALONG SAID CAMP HOWZE DEVELOPMENT PARTNERS TRACT FOR A DISTANCE OF 309.40 FEET TO AN "X" FOUND FOR CORNER;

THENCE NORTH 87° 39' 24" EAST AND CONTINUING ALONG SAID CAMP HOWZE DEVELOPMENT PARTNERS TRACT FOR A DISTANCE OF 370.23 FEET TO A 5/8" IRON ROD WITH YELLOW PLASTIC CAP FOUND FOR CORNER;

THENCE SOUTH 00° 19' 13" WEST AND CONTINUING ALONG SAID CAMP HOWZE DEVELOPMENT PARTNERS TRACT FOR A DISTANCE OF 248.30 FEET TO A 5/8" IRON ROD SET FOR CORNER IN THE WEST LINE OF SAID CAMP HOWZE DEVELOPMENT PARTNERS TRACT, SAID POINT BEING IN THE EAST LINE OF A TRACT OF LAND CONVEYED IN DEED TO PIERCE KENDALL ANN, AS RECORDED IN VOLUME 1718, PAGE 561, DEED NO. 14593 OF THE OFFICIAL PUBLIC RECORDS OF COOKE COUNTY, TEXAS;

THENCE NORTH 89° 04' 34" WEST AND FOLLOWING ALONG THE NORTH LINE OF SAID PIERCE KENDALL ANN TRACT FOR A DISTANCE OF 2172.26 FEET TO A 5/8" IRON ROD SET FOR CORNER;

THENCE NORTH 04° 12' 52" WEST AND CONTINUING ALONG SAID PIERCE KENDALL ANN TRACT FOR A DISTANCE OF 466.53 FEET TO A 5/8" IRON ROD SET FOR CORNER;

THENCE NORTH 63° 09' 43" EAST AND CONTINUING ALONG SAID PIERCE KENDALL ANN TRACT, AND PASSING AT A DISTANCE OF 43.47 FEET A POINT FOR CORNER IN THE NORTHEAST LINE OF SAID PIERCE KENDALL ANN TRACT, COMMON TO THE SOUTHWEST LINE OF THE AFORESAID TIMOTHY WAYNE MCLAUGHLIN TRACT, OVER AND ACROSS SAID TIMOTHY WAYNE MCLAUGHLIN TRACT FOR A TOTAL DISTANCE OF 2403.20 FEET TO A 5/8" IRON ROD SET FOR CORNER IN THE SOUTHWEST RIGHT-OF-WAY LINE OF AFORESAID F.M. ROAD 1202;

THENCE SOUTH 43° 24' 59" EAST AND FOLLOWING ALONG THE SOUTHWEST RIGHT-OF-WAY LINE OF SAID F.M. ROAD 1202 FOR A DISTANCE OF 1409.05 FEET TO THE POINT OF BEGINNING AND CONTAINING 60.0009 ACRES OF LAND, MORE OR LESS.