

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF WESTON, TEXAS, ANNEXING, ON APPLICATION OF THE LANDOWNER, AN AREA OF LAND CONSISTING OF 25±ACRES, SITUATED IN THE J WILSON SURVEY, ABSTRACT NO. 963, COLLIN COUNTY, TEXAS; EXTENDING THE BOUNDARY LIMITS OF THE CITY OF WESTON TO INCLUDE SAID AREA OF LAND WITHIN THE CITY OF WESTON CITY LIMITS; PROVIDING THAT THE OWNERS AND INHABITANTS OF THE SUBJECT AREA OF LAND SHALL BE ENTITLED TO THE RIGHTS AND PRIVILEGES OF OTHER CITIZENS OF THE CITY OF WESTON AND SHALL BE BOUND BY THE ACTS AND ORDINANCES NOW IN EFFECT AND HEREINAFTER ADOPTED; AUTHORIZING EXECUTION OF THE ANNEXATION SERVICE PLAN AGREEMENTS; PROVIDING FOR A PENALTY FOR A VIOLATION OF THIS ORDINANCE AND WESTON'S ZONING ORDINANCE, ORDINANCE NO. 2016-11-02, AND ANY AMENDMENTS THERETO; PROVIDING A REPEALING/SAVINGS CLAUSE, SEVERABILITY CLAUSE AND AN EFFECTIVE DATE; AND PROVIDING FOR THE PUBLICATION OF THE CAPTION HEREOF.**

WHEREAS, MCI-SDT 1 Depositor, LLC ("Landowner") is the sole owner of real property within that certain area of land consisting of 25± acres in the aggregate, situated in the J Wilson Survey, Abstract No. 963 Collin County, Texas, more particularly described in Exhibit A, attached hereto and incorporated herein for all purposes ("Property"); and

WHEREAS, Landowner submitted an application to the City of Weston, Texas ("Weston"), requesting voluntary annexation of the Property into the city limits of Weston; and

WHEREAS, the City Council of the City of Weston, Texas ("City Council") has investigated and determined that it would be advantageous and beneficial to Weston and its citizens to annex the Property under the authority of Chapter 43 of the Texas Local Government Code; and

WHEREAS, the City Council finds that Weston has complied with all requirements for the consideration and adoption of this Ordinance pursuant to Chapter 43 of the Texas Local Government Code; and

WHEREAS, the City Council also investigated and determined that the Property is within the extraterritorial jurisdiction of Weston and is adjacent and contiguous to the existing city limits of Weston; and

WHEREAS, the Landowner and Weston have negotiated and are prepared to enter into a written annexation service plan agreement, copies of which is attached hereto as Exhibit B, in accordance with Section 43.0672 of the Texas Local Government Code; and

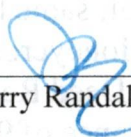
Two Thousand and 00/100 Dollars (\$2,000.00). Each continuing day's violation shall constitute a separate offense. The penal provisions imposed under this Ordinance shall not preclude Weston from filing suit to enjoin the violation. Weston retains all legal rights and remedies available to it pursuant to local, state and federal law.

**SECTION 8: Savings/Repealing Clause.** All provisions of any ordinance in conflict with this Ordinance are hereby repealed to the extent they are in conflict, but such repeal shall not abate any pending prosecution for violation of the repealed ordinance, nor shall the repeal prevent a prosecution from being commenced for any violation if occurring prior to the repeal of the ordinance. Any remaining portions of said ordinances shall remain in full force and effect.

**SECTION 9: Severability.** Should any section, subsection, sentence, clause or phrase of this Ordinance be declared unconstitutional and/or invalid by a court of competent jurisdiction, it is expressly provided that any and all remaining portions of this Ordinance shall remain in full force and effect. The City Council hereby declares that it would have passed this Ordinance, and each section, subsection, sentence, clause and phrase thereof regardless of the fact that any one or more sections, subsections, sentences, clauses or phrases is declared unconstitutional and/or invalid.

**SECTION 10: Effective Date.** This Ordinance shall become effective from and after its adoption and publication as required by law.

**DULY PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF WESTON, TEXAS** on this 12th day of March, 2024.

  
Jerry Randall, Mayor

(witness), continuing a total distance of 1256.73 feet to a PK Nail found in asphalt at the northeast corner of said Lot 4, same being the southeast corner of said Lot 3, being in the west line of a certain called 59.825 acre tract to Nathan and Teri Franzmeier, recorded in Volume 4508, Page 1918, Deed Records, Collin County, Texas, and being in the center of County Road 209 (Bourland Bend);

THENCE S 00°33'14" E, with the east line of said Lot 4, the center of County Road 209, and the west line of said Franzmeier tract, passing the southwest corner thereof, same being the northwest corner of a certain 30' right-of-way dedication to the City of Weston, recorded in Cabinet H, Page 245, Plat Records,

Collin County, Texas, continuing with the west line thereof, a distance of 341.34 feet to a PK Nail set in asphalt at the most easterly southeast corner of said Lot 4, same being the northeast corner of a certain tract of land, described by deed to James A. Lewis ETAL, recorded in Instrumenr Number 19920420000244840, Deed Records, Collin County, Texas, being in the west line of said 30' right-of-way dedication, and being in the center of County Road 209;

THENCE with a south line of said Lot 4, the north line of said Lewis tract, and the center of a creek the following fourteen (14) calls:

N 67°03'44" W, a distance of 36.00 feet;

S 48°26'01" W, a distance of 55.54 feet;

S 20°27'42" W, a distance of 100.95 feet;

S 58°53'21" W, a distance of 41.69 feet;

N 48°37'10" W, a distance of 65.16 feet;

S 23°31'46" W, a distance of 41.78 feet;

S 82°55'55" W, a distance of 98.20 feet;

S 49°25'03" W, a distance of 100.73 feet;

S 25°38'09" W, a distance of 54.23 feet;

S 43°27'51" W, a distance of 48.46 feet;

S 32°47'10" W, a distance of 184.34 feet;

**Exhibit B**  
**Annexation Service Plan Agreement**

**ANNEXATION SERVICE PLAN AGREEMENT**

This SERVICE PLAN AGREEMENT ("Agreement") is made and entered into by and between the CITY OF WESTON, TEXAS, a Type A General Law Municipality ("Weston"), and Honeycreek Venetian LLC \_\_\_\_\_, a Wyoming limited liability corporation ("Landowner"). Weston and Landowner are each referred to herein as a "party" or collectively as the "parties."

WHEREAS, Landowner represents and warrants that Landowner is the sole owner of approximately 25± acres in the aggregate, situated in the J Wilson Survey, Abstract No. 963 Incorporated herein for all purposes (collectively, the "Property" or "Annexed Area"); and

WHEREAS, Landowner submitted to Weston a voluntary request for annexation of the Property into the corporate limits of Weston pursuant to Subchapter C-3 of Chapter 43 of the Texas Local Government Code; and

WHEREAS, Landowner acknowledges and agrees that in submitting the voluntary request for annexation of the Property, Landowner has fully investigated and is aware of the rights, duties and obligations that will apply to Landowner and her successors and assigns, as owner of the Property, in the event that the Weston City Council adopts an ordinance annexing the Property into the corporate limits of Weston (the "Annexation Ordinance"); and

WHEREAS, Landowner acknowledges and agrees that Weston has complied or will comply with all requirements for the consideration of Landowner's request for annexation of the Property pursuant to Chapter 43 of the Texas Local Government Code, including holding a public hearing and providing the required public notices regarding the requested annexation; and

WHEREAS, Landowner acknowledges and agrees that the Property is eligible for annexation in all respects under Texas law; and

WHEREAS, the parties desire to enter into this Agreement pursuant to Section 43.0672 of the Texas Local Government Code to memorialize their agreement regarding the services Weston will provide to the Property provided that the Weston City Council adopts the Annexation Ordinance; and

WHEREAS, Landowner acknowledges and agrees that this Agreement fully complies with Section 43.0672 of the Texas Local Government Code; and

WHEREAS, the Weston City Council has found that it would be advantageous and beneficial to Weston and its citizens to enter into this Agreement on the terms and conditions set forth herein.

(c) Environmental Health and Code Enforcement Services.

- (i) The City's Code compliance officer will provide education, enforcements, and abatement relating to code violations within the Property.
- (ii) All residents within the city limits will be provided animal control and sheltering services through an agreement with Collin County.
- (iii) All Septic systems shall be permitted through Collin County.

(d) Planning and Zoning Services.

- (i) The City will provide comprehensive planning, land development, land use, and building review and inspection services in accordance with applicable laws, rules and regulations.

(e) Park and Recreation Services.

- (i) The City Council of the City of Weston, Texas, is not aware of the existence of any parks, playgrounds or swimming pools now located in the area proposed for annexation. In the event any such parks, playgrounds or swimming pools do exist and are public facilities, once dedicated to Weston, then Weston, will maintain such areas to the same extent and degree that it maintains parks, playgrounds and swimming pools and other similar areas of the City now incorporated in the City of Weston, Texas.
- (ii) In the event the City acquires any other parks, facilities, or buildings necessary for City services within the Property, the appropriate City department will provide maintenance and operations of the same.

(f) Solid Waste Collection Services.

- (i) The City of Weston does not provide waste collection. A list of area providers may be found at [www.westontexas.com](http://www.westontexas.com) on the "For Residents" tab.

(g) Streets.

- (i) Within 2 ½ years, the City of Weston, Texas, with a cooperative effort of the City's designated utility company, will undertake to provide the same degree of road and street lighting as is provided in areas of similar topography, land use and population density within the present corporate limits of the City of Weston, Texas. Maintenance of properly dedicated roads and streets will be consistent with the maintenance provided by the City to other roads and streets in areas of similar topography, land use and sub-development of the annexed property.

Party to be notified, postage pre-paid and registered or certified with return receipt requested; by facsimile; by electronic mail, with documentation evidencing the addressee's receipt thereof; or by delivering the same in person to such party a via hand-delivery service, 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 notification, the addresses of the parties shall be as follows:

**If to Weston, addressed to it at:**

City of Weston Attn: Mayor  
301 Main Street  
Weston, Texas 75009  
Telephone: (972) 382-1001  
Email: [jrandall@westontexas.com](mailto:jrandall@westontexas.com)

**with a copy to:**

Abernathy, Roeder, Boyd & Hullett, P.C.  
Attention: Richard Abernathy  
1700 Redbud Blvd., Suite 300  
McKinney, Texas 75069  
Telephone: (214) 544-4000  
Facsimile: (214) 544-4044  
Email: [rabernathy@abernathy-law.com](mailto:rabernathy@abernathy-law.com)

**If to Landowner, addressed at:**

Sidney Bazzi  
Honeycreek Venetian LLC  
2101 Cedar Springs, Suite 700  
Dallas, TX 75201  
Telephone: \_\_\_\_\_  
Email: [Sidney.bazzi@megatelhomes.com](mailto:Sidney.bazzi@megatelhomes.com)

**with a copy to:**

Art Anderson  
Winstead PC  
2728 N. Harwood St., Ste. 500  
Dallas, TX 75201  
Telephone: (214) 745-5745  
Facsimile: (214) 745-5390  
Email: [aanderson@winstead.com](mailto:aanderson@winstead.com)

9. **Release. EACH LANDOWNER HEREBY RELEASES, WAIVES AND HOLDS HARMLESS WESTON AND ITS COUNCIL MEMBERS, OFFICERS, AGENTS, REPRESENTATIVES AND**

IN WITNESS WHEREOF, the parties have executed this Agreement and caused this Agreement to be effective when all the parties have signed it. The date this Agreement is signed by the last party to sign it (as indicated by the date associated with that party's signature below) will be deemed the effective date of this Agreement ("Effective Date").

CITY OF WESTON, TEXAS,  
a Type A General Law municipality

By:   
Jerry Randall, Mayor

Date: \_\_\_\_\_

STATE OF TEXAS §

§

COUNTY OF COLLIN §

BEFORE ME, the undersigned authority, on this day personally appeared Jerry Randall, known to me to be one of the persons whose names are subscribed to the foregoing instrument; he acknowledged to me that he is the Mayor and duly authorized representative of the CITY OF WESTON, TEXAS, a Type A General Law Municipality, and that he executed the same for the purposes and consideration therein stated and in the capacity therein stated as the act and deed of the City of Weston, Texas.

IN WITNESS WHEREOF, I have hereunto set my hand and seal of office this \_\_\_\_ day of \_\_\_\_\_, 2024.

\_\_\_\_\_  
Notary Public, State of Texas

My Commission Expires: \_\_\_\_\_

[Signatures page follow.]

\_\_\_\_\_,  
a Texas resident

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Date: \_\_\_\_\_

STATE OF TEXAS       §

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COUNTY OF \_\_\_\_\_§

BEFORE ME, the undersigned authority, on this day personally appeared \_\_\_\_\_, known to me to be one of the persons whose names are subscribed to the foregoing instrument; he/she acknowledged to me that he/she executed the same for the purposes and consideration therein stated and in the capacity therein stated.

IN WITNESS WHEREOF, I have hereunto set my hand and seal of office this \_\_\_\_ day of \_\_\_\_\_, 2024.

\_\_\_\_\_

\_\_\_\_\_  
Notary Public, State of Texas

My Commission Expires: \_\_\_\_\_