

**MUNICIPAL SERVICES AGREEMENT
BETWEEN THE CITY OF MINEOLA, TEXAS
AND PLM HOMES, LLC**

This Municipal Services Agreement (“Agreement”) is entered into on the _____ day of _____, 2020 by and between the City of Mineola, Texas, a general-law municipality of the State of Texas (“City”) and PLM Homes LLC. (“Owner”), collectively referred to herein as the “Parties.”

RECITALS

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

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

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

WHEREAS, Owner owns certain parcels of land situated in Wood County, Texas, which consists of approximately 10.241 acres of land in the City’s extraterritorial jurisdiction, such property being more particularly described and set forth in Exhibit “A” attached and incorporated herein by reference (“Property”);

WHEREAS, Owner has filed a written request with the City for full-purpose annexation of the Property;

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

WHEREAS, this Agreement is subject to approval by the Mineola City Council.

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

1. **PROPERTY.** This Agreement is only applicable to the Property, which is more particularly described in the attached Exhibit “A.”
2. **INTENT.** It is the intent of the City that this Agreement provide for the delivery of full, available municipal services to the Property in accordance with state law, which may be accomplished through any means permitted by law.
3. **MUNICIPAL SERVICES.**
 - a. Commencing on the effective date of annexation, the City will provide the municipal services set forth below. As used in this Agreement, “providing

services” includes having services provided by any method or means by which the City may extend municipal services to any other area of the City.

- i. Police. The City’s Police Department will provide protection and law enforcement services.
- ii. Fire. The City’s Fire Department will provide fire protection and emergency services.
- iii. Planning, Zoning and Building. The City’s Planning and Development Department will review the land use and building review and inspection services in accordance with all applicable laws, rules and current city regulations.
- iv. Streets. Once Development is completed and accepted by the City, the City’s Public Works Department will maintain the public streets and streetlights over which the City has jurisdiction.
- v. Water and Wastewater.
 1. The City as part of this agreement will build a Lift Station Forced Main for the annexed property once the developer give the City the timeline when they will begin to start the construction of homes for the subdivision development. Projection of approx. 30 homes.
 2. Once connected to the City’s water and sanitary sewer mains, the water and sanitary sewage service will be provided by the City at rates established by City ordinances for such service.
 2. New homes will be required to connect to the City’s water and sewer system at the owner’s expense.
- vi. Solid Waste Services. The City will provide solid waste collection services in accordance with existing City ordinances and policies.
- vii. Code Compliance. The City’s Code Compliance Department will provide education, enforcements and abatement relating to code violations within the Property.

b. It is understood and agreed that the City is not required to provide a service that is not included in this Agreement.

4. **AUTHORITY**. City and Owner represent that they have full power, authority and legal right to execute, deliver and perform their obligations pursuant to this Agreement. Owner acknowledges that approval of the Annexation is within the sole jurisdiction of the City Council. Nothing in this Agreement guarantees favorable decisions by the City Council.

5. **SEVERABILITY**. If any part, term or provision of this Agreement is held by the courts to be illegal, invalid, or otherwise unenforceable, such illegality, invalidity or unenforceability will not affect the validity of any other part, term or provision, and the rights of the Parties will be construed as if the part, term or provision was never part of the Agreement.

- 6. **GOVERNMENTAL POWERS.** It is understood that by execution of this Agreement, the City does not waive or surrender any of its governmental powers or immunities.
- 7. **COUNTERPARTS.** This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and constitute one and the same instrument.
- 8. **AGREEMENT BINDS SUCCESSORS AND RUNS WITH THE LAND.** This Agreement is binding on and inures to the benefit of the Parties, their successors and assigns. The term of this Agreement constitutes covenants running with the land comprising the Property and is binding on the Owner.
- 9. **ENTIRE AGREEMENT.** This Agreement constitutes the entire agreement between the Parties and supersedes all prior oral and written agreements between said Parties. This Agreement shall not be amended unless executed in writing by both Parties.

CITY OF MINEOLA

PLM HOMES, LLC

Owners: Peter Woolford and Elaine West

By: _____
Kevin White, Mayor

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

STATE OF TEXAS §
 §
COUNTY OF WOOD §

This instrument was acknowledged before me on the _____ day of _____, 2020 by Kevin White, as Mayor of the City of Mineola, Texas.

Notary Public, State of Texas

STATE OF TEXAS §
 §
COUNTY OF WOOD §

This instrument was acknowledged before me on the _____ day of _____, 2020 by _____, as _____ of PLM HOMES, LLC.

Notary Public, State of Texas

EXHIBIT A
Petition/Written Request of Landowner

EXHIBIT "A"



We hereby certify that this is a true and correct copy of the original instrument.
LANDMARK TITLE, INC.
AR

PETITION REQUESTING ANNEXATION BY AREA LANDOWNERS

TO THE MAYOR OF THE GOVERNING BODY OF MINEOLA, TEXAS:

The undersigned owners of the hereinafter described tract of land, which is vacant and without residents, or on which fewer than three qualified voters reside, hereby petition your Honorable Body to extend the present city limits so as to include as part of the City of Mineola, Texas, the following described territory, to wit:

See Attachment A (Deed/Property)

We certify that the above described tract of land is contiguous and adjacent to the City of Mineola, Texas, is not more than one-half mile in width, and that this petition is signed and duly acknowledged by each and every person having an interest in said land.

Signed: Peter Woolford

Signed: Elaine West

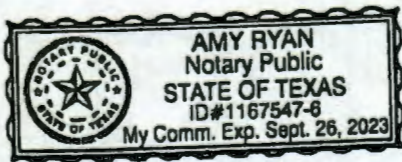
Signed: CM West

THE STATE OF TEXAS

COUNTY OF WOOL SMITH

BEFORE ME, the undersigned authority, on this day personally appeared PETER WOOLFORD, ELAINE WEST and CM WEST, known to me to be the persons whose names are subscribed to the foregoing instrument and each acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Sworn to and subscribed before me this 12th day of MARCH, 2020.



Notary Public in and for

Amy Ryan County, Texas.

WARRANTY DEED

... in a digital recording
... original instrument
BY **AR** TITLE, INC.

THE STATE OF TEXAS
COUNTY OF WOOD

§
§

KNOW ALL MEN BY THESE PRESENTS:

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

THAT ELAINE WEST F/K/A ELAINE COPELAND, AS MY SOLE AND SEPARATE PROPERTY, SAID PROPERTY NOT CONSTITUTING ANY PART OF MY BUSINESS OR RESIDENTIAL HOMESTEAD, herein called "Grantor", of the County of Van Zandt, State of Texas, for and in consideration of the sum of TEN AND NO/100 (\$10.00) DOLLARS, and other good and valuable consideration, to Grantor paid, and secured to be paid, by PLM HOMES LLC, A TEXAS LIMITED LIABILITY COMPANY, herein called "Grantee", of the County of Wood, State of Texas, as follows: CASH, the receipt and sufficiency of which is hereby acknowledged; Grantor has GRANTED, SOLD and CONVEYED, and by these presents Grantor does GRANT, SELL and CONVEY, unto the said Grantee, the following described property, to-wit:

Property description attached hereto as Exhibit "A" and made a part hereof for all purposes.

This conveyance is subject to any and all mineral reservations, conveyances, rights-of-way, easements and restrictions of record affecting said property in the office of the County Clerk of Wood County, Texas.

TO HAVE AND TO HOLD the above-described premises, together with all and singular the rights and appurtenances thereto in anywise belonging unto the said Grantee and Grantee's heirs, successors and assigns forever and Grantor hereby binds Grantor and Grantor's heirs, successors and assigns, to Warrant and Forever Defend, all and singular the said premises unto the said Grantee and Grantee's heirs, successors and assigns, against every person whomsoever lawfully claiming, or to claim the same or any part thereof.

WHEN the context requires, singular nouns and pronouns include the plural.

EXECUTED this 11th day of March, 2020.

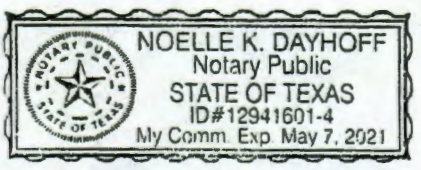
Elaine West
ELAINE WEST

Address of Grantee:

19984 CR 452
Mineola, Texas 75773

THE STATE OF TEXAS §
COUNTY OF SMITH §

This instrument was acknowledged before me on the 11th day of March, 2020, by ELAINE WEST.



Noelle Dayhoff
NOTARY PUBLIC - STATE OF TEXAS

This instrument was prepared by Wilson, Robertson & Cornelius, P. C. without the benefit of an examination of the title to the property.

After recording return to:

PLM Homes LLC
19984 CR 452
Mineola, Texas 75773

EXHIBIT "A"

All that certain 10.241 acre tract in the A. Hamilton Survey, A-285, Wood County, Texas, being all of the called 5 acre tract conveyed from Bill Page and wife, Stella Page to R. O. Blackmon, Jr., by Warranty Deed dated February 26, 1952, and recorded in Volume 346, Page 566, of the Deed Records of Wood County, Texas, being part of the called 5 acre tract conveyed from J. R. Cowan and A. O. Cowan to R. O. Blackmon, Jr., by Warranty Deed dated September 30, 1948, and recorded in Volume 314, Page 168, of said Deed Records, and the residue of the called 5 acre tract conveyed from J. R. Cowan and A. O. Cowan to R. O. Blackmon, Jr., by Warranty Deed dated February, 17, 1947, and recorded in Volume 293, Page 337, of said Deed Records, said 10.241 acre tract being more particularly described as follows:

BEGINNING at a 1/2" iron rod found in the east right of way line of FM 1254 for the northwest corner of the called 3.4772 acre tract conveyed to Craig Henry Alliett and wife, Elizabeth Lynne Alliett, by Warranty Deed Recorded in Clerk's File No. 2014-00012251 of the Real Property Records of Wood County, Texas and the southwest corner of this tract, from which a power pole bears N 40°40'32" E 2.43 feet;

THENCE: N 01°51'43" W with said right of way line 314.32 feet to a 1" iron rod found for the southwest corner of the called 5 acre tract conveyed to Edith Ann Cater, by Cash Warranty Deed recorded in Volume 1409, page 741, of said Real Property Records and the northwest of this tract, from which a power pole bears S 69°27'07" W 1.69 feet;

THENCE: N 87°53'37" E with the south line of said Cater called 5 acre tract 1293.65 feet to a 5/8" iron rod set in the west line of the called 7.183 acre tract, described as Tract One, conveyed to Kevin Charles Atkinson and wife, Katherine Marie Atkinson, by Warranty Deed recorded in Clerk's File No. 2019-00000845 of said Real Property Records for the northeast corner of this tract;

THENCE: S 02°10'47" E generally along a fence and with the west line of said called 7.183 acre tract 493.56 feet to a 1/2" iron pipe found for the southeast corner of the residue of said called 5 acre tract recorded in said Volume 293, Page 337 and this tract, from which a crossie fence corner post bears N 05°02'34" W 0.16 feet;

THENCE: S 87°47'21" W with the south line of aforesaid called 5 acre tract 164.40 feet to a railroad spike found for the southeast corner of the called 0.9888 acre tract conveyed to Oran W. Dean, by General Warranty Deed recorded in Clerk's File No. 2014-00011396 of said Real Property Records and for an angle point for this tract, from which a 1/2" iron pipe found bears N 06°35'32" W 1.39 feet;

THENCE: N 02°18'44" W with the east line of said called 0.9888 acre tract 165.57 feet to a 1/2" iron rod found for the northeast corner of same and an angle point for this tract, from which a 1/2" iron pipe found bears N 20°28'31" W 1.31 feet;

THENCE: S 87°48'14" W with the south line of said called 5 acre tract recorded in said Volume 314, Page 168, passing a 1/2" iron rod found for the northwest corner of said called 0.9888 acre tract and the northeast corner of said called 3.4772 acre tract at 165.50 feet and continuing to a total distance of 680.64 feet to a 1/2" iron rod found for an angle point of said called 3.4772 acre tract and this tract, from which a 1/2" iron rod found bears S 86°14'04" W 30.91 feet;

THENCE: N 02°15'15" W with the north line of the residue of said called 3.4772 acre tract 15.84 feet to a 1/2" iron rod found for an angle point of the residue of said called 3.4772 acre tract and this tract;

THENCE: S 87°47'26" W with the north line of said called 3.4772 acre tract 449.95 feet to the POINT OF BEGINNING, containing 10.241 acres of land, more or less.

EXHIBIT B
Legal Description

EXHIBIT "B"

All that certain 10.241 acre tract in the A. Hamilton Survey, A-285, Wood County, Texas, being all of the called 5 acre tract conveyed from Bill Page and wife, Stella Page to R. O. Blackmon, Jr., by Warranty Deed dated February 26, 1952, and recorded in Volume 346, Page 566, of the Deed Records of Wood County, Texas, being part of the called 5 acre tract conveyed from J. R. Cowan and A. O. Cowan to R. O. Blackmon, Jr., by Warranty Deed dated September 30, 1948, and recorded in Volume 314, Page 168, of said Deed Records, and the residue of the called 5 acre tract conveyed from J. R. Cowan and A. O. Cowan to R. O. Blackmon, Jr., by Warranty Deed dated February, 17, 1947, and recorded in Volume 293, Page 337, of said Deed Records, said 10.241 acre tract being more particularly described as follows:

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THENCE: N 01°51'43" W with said right of way line 314.32 feet to a 1" iron rod found for the southwest corner of the called 5 acre tract conveyed to Edith Ann Cater, by Cash Warranty Deed recorded in Volume 1409, page 741, of said Real Property Records and the northwest of this tract, from which a power pole bears S 69°27'07" W 1.69 feet;

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THENCE: N 02°15'15" W with the north line of the residue of said called 3.4772 acre tract 15.84 feet to a 1/2" iron rod found for an angle point of the residue of said called 3.4772 acre tract and this tract;

THENCE: S 87°47'26" W with the north line of said called 3.4772 acre tract 449.95 feet to the POINT OF BEGINNING, containing 10.241 acres of land, more or less.



Search Here: 117802



27309

- 2

Show search results for 117...



27326

24700

1254

27310

27311

27312

117802

(1 of 2)

Parcel Owner: BLACKMON PEGGY TUCKER TR OF THE

[View More Property Information](#)

Property Information

Property ID: 117802
Legal Acreage: 10.27
GEO ID: 1180-0000-0061-35
Legal Description: LOT 6,7 10.2728 COWAN Tract or Lot: 6,7
Abstract Subdivision Code: 1180
Block:
Neighborhood Code: 1180
School District: SMI
City Limits:

Property Location

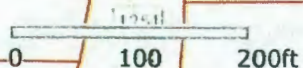
[Zoom to](#)

791:

27313

27315

32°40'46"N 95°28'13"W



27316