

**ORDINANCE NO. 0323-2**

**AN ORDINANCE PROVIDING FOR THE ANNEXATION INTO THE CITY OF LINDSAY OF APPROXIMATELY 27.307 ACRES OF LAND SITUATED IN THE HENRY WILKEY SURVEY, ABSTRACT NUMBER 1090, COOKE COUNTY, TEXAS, LOCATED WITHIN THE CURRENT ETJ OF THE CITY OF LINDSAY, TEXAS, FOR ALL MUNICIPAL PURPOSES; DIRECTING AMENDMENT OF THE OFFICIAL MAPS; ESTABLISHING THE RIGHTS AND DUTIES OF INHABITANTS IN THE ANNEXED AREA; PROVIDING FOR FILING NOTICE OF THIS ANNEXATION IN DEED RECORDS OF COOKE COUNTY AND WITH THE COOKE COUNTY APPRAISAL DISTRICT; APPROVING AN ANNEXATION SERVICES AGREEMENT FOR SUCH TERRITORY; PROVIDING THAT THIS ORDINANCE SHALL BE CUMULATIVE OF ALL ORDINANCES; PROVIDING A SEVERABILITY CLAUSE; PROVIDING FOR THE EXCLUSION OF AREAS EXCEPTED FROM ANNEXATION; PROVIDING FOR ENGROSSMENT AND ENROLLMENT; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the City of Lindsay, Texas is a Type A general-law municipality located in Cooke County, created in accordance with the provisions of Chapter 6 of the Local Government Code and operating pursuant to the enabling legislation of the State of Texas; and

**WHEREAS**, the property owner has submitted a proper petition requesting the annexation of the hereinafter described property pursuant to Section 43.0671 of the Texas Local Government Code; and

**WHEREAS**, after proper notice was provided in accordance with Section 43.0673 of the Texas Local Government Code, a public hearing on the proposed annexation was held before the Lindsay City Council on March 21, 2023; and

**WHEREAS**, all of the property described herein is adjacent to the city limits and within the exclusive extraterritorial jurisdiction of the City of Lindsay; and

**WHEREAS**, an Annexation Services Agreement has been negotiated and entered into with the owner of the property for the provision of services in the area in accordance with Section 43.0672 of the Texas Local Government Code; and

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

**SECTION 1.  
ANNEXATION**

That all portions of the following parcel (the "Territory") located in Cooke County, Texas, are hereby annexed to the City of Lindsay as a part of the city for all municipal purposes,

and the city limits are extended to include such Territory: being approximately 27.307 acres of land situated in the Henry Wilkey Survey, Abstract Number 1090, Cooke County, Texas, and being a portion of a 27.86 acre tract conveyed to Bonita Land and Cattle, LP, recorded in Volume 2312, Page 85 of the Cooke County Deed Records, and part of a 31.97 acre tract conveyed to Bonita Land and Cattle, LP, recorded in Volume 2068, Page 445 of the Cooke County Deed Records, as more particularly described in Exhibit "A," attached to and incorporated in this Ordinance for all purposes, and depicted in Exhibit "B," attached to and incorporated in this Ordinance for all purposes.

**SECTION 2.  
RIGHTS AND DUTIES OF OWNERS AND  
INHABITANTS IN NEWLY ANNEXED AREA**

The owners and inhabitants of the Territory are entitled to all of the rights and privileges of all other citizens and property owners of the City of Lindsay, and are bound by all acts, ordinances, and all other legal action now in full force and effect and all those which may be subsequently adopted.

**SECTION 3.  
OFFICIAL MAP**

The official map and boundaries of the City, previously adopted, are amended to include the Territory as a part of the City of Lindsay, Texas. 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 territory annexed as required by law. A copy of the revised map shall be filed with the Cooke County Appraisal District.

**SECTION 4.  
FILING CERTIFIED COPY**

The City Secretary is directed to file or cause to be filed a certified copy of this ordinance in the office of the county clerk of Cooke County, Texas and with the Cooke County Appraisal District.

**SECTION 5.  
SERVICE AGREEMENT**

The City has negotiated and agreed to an Annexation Services Agreement with the owner of the Territory concerning the services to be provided in the Territory upon annexation, attached to this ordinance as Exhibit "C" and incorporated in this Ordinance for all purposes. The City Council hereby approves the Annexation Services Agreement and authorizes and directs the Mayor to execute the agreement.

**SECTION 6.  
CUMULATIVE CLAUSE**

This ordinance shall be cumulative of all provisions of ordinances of the City of Lindsay, Texas, 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.  
SEVERABILITY CLAUSE**

Should any section or part of this ordinance be held unconstitutional, illegal or invalid, or the application thereof, the unconstitutionality, illegality, invalidity or ineffectiveness of such section or part shall in no way affect, impair or invalidate the remaining portion or portions thereof, but as to such remaining portions, the same shall be and remain in full force and effect.

**SECTION 8.  
AREAS EXCEPTED FROM ANNEXATION**

Should this ordinance for any reason be ineffective as to any part of the area hereby annexed to the City of Lindsay, such ineffectiveness of this ordinance as to any such part or parts of any such area shall not affect the effectiveness of this ordinance as to the remainder of such area. The City Council hereby declares it to be its purpose to annex to the City of Lindsay every part of the area described in Section 1 of this ordinance, regardless of whether any part of such described area is hereby not effectively annexed to the City. Provided, further, that if there is included within the general description of territory set out in Section 1 of this ordinance to be hereby annexed to the City of Lindsay any lands or area which are presently part of and included within the limits of any other City, Town or Village, for which permission is not granted for Lindsay to annex the same is hereby excluded and excepted from the territory to be annexed hereby as fully as if such excluded and excepted area were expressly described herein, if permission has not been granted.


**SECTION 9.  
ENGRASS AND ENROLL**

The City Secretary of the City of Lindsay is directed to engross and enroll this ordinance by copying the caption, publication clause and effective date clause in the minutes of the City Council and by filing the ordinance in the ordinance records of the City.

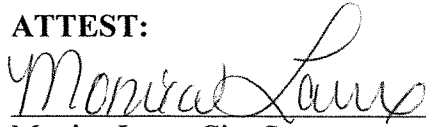
**SECTION 10.  
EFFECTIVE CLAUSE**

This ordinance shall be in full force and effect from and after its passage, and it is so ordained.

PASSED AND APPROVED ON THIS 21ST DAY OF MARCH 2023.

  
\_\_\_\_\_  
Scott Neu, Mayor

ATTEST:

  
\_\_\_\_\_  
Monica Laux, City Secretary

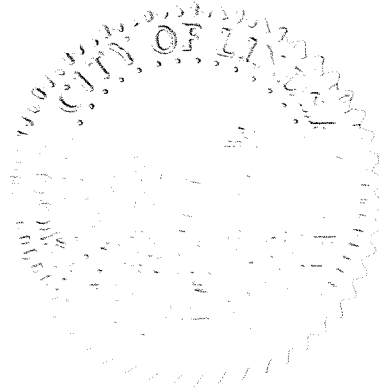


EXHIBIT "A"  
PROPERTY DESCRIPTION

ALL THAT CERTAIN 27.307 ACRES OF LAND OUT SITUATED IN THE HENRY WILKEY SURVEY ABSTRACT 1090, COOKE COUNTY, TEXAS BEING PART OF A 27.86 ACRE TRACT CONVEYED TO BONITA LAND AND CATTLE, LP, RECORDED IN VOLUME 2312, PAGE 85 OF THE COOKE COUNTY DEED RECORDS AND PART OF A 31.97 ACRE TRACT CONVEYED TO BONITA LAND AND CATTLE, LP, RECORDED IN VOLUME 2068, PAGE 445 OF THE COOKE COUNTY DEED RECORDS AND SAID 27.307 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT A 1/2 INCH IRON REBAR FOUND ON THE EAST RIGHT-OF-WAY LINE OF F.M. 1199, THE NORTHWEST CORNER OF SAID 27.86 ACRE TRACT AND THE SOUTHWEST CORNER OF A CALLED 28.09 ACRE TRACT DESCRIBED IN DEED TO ROSEMARY A. DANKESREITER RECORDED IN VOLUME 1766, PAGE 660 OF SAID DEED RECORDS;

THENCE S 89°46'56" E, WITH THE NORTH LINE OF SAID 27.86 ACRE TRACT, AND THE SOUTH LINE OF SAID 28.09 ACRE TRACT, A DISTANCE OF 1,560.51 FEET TO A FENCE CORNER POST FOUND FOR THE NORTHEAST CORNER OF SAID 27.86 ACRE TRACT AND THE SOUTHEAST CORNER OF SAID 28.09 ACRE TRACT;

THENCE S 00°01'22" E, WITH THE EAST LINE OF SAID SAID 27.86 ACRE TRACT, A DISTANCE OF 300.00 FEET TO A POINT FOR COVERN;

THENCE N 89°46'56" W, OVER AND ACROSS SAID 27.86 ACRE TRACT, A DISTANCE OF 315.23 FEET TO A POINT FOR CORNER;

THENCE S 00°25'11" W, CONTINUING OVER AND ACROSS SAID 27.86 ACRE TRACT, PASSING AT A DISTANCE OF 476.25 FEET TO THE SOUTH LINE OF SAID 27.86 ACRE TRACT AND THE NORTH LINE OF SAID 31.97 ACRE TRACT, CONTINUING OVER AND ACROSS SAID 31.97 ACRE TRACT, IN ALL, A TOTAL DISTANCE OF 1,517.62 FEET TO POINT FOR CORNER;

THENCE S 89°34'49" E, OVER AND ACROSS SAID 31.97 ACRE TRACT, A DISTANCE OF 100.00 FEET A POINT FOR CORNER;

THENCE S 00°25'11" W, CONTINUING OVER AND ACROSS SAID 31.97 ACRE TRACT, A DISTANCE OF 365.88 FEET TO A POINT FOR CORNER;

THENCE N 89°34'49" W, A DISTANCE OF 400.00 FEET A POINT IN THE WEST LINE OF SAID 31.97 ACRE TRACT AND IN THE EAST LINE OF A CALLED 31.97 ACRE TRACT DESCRIBED IN A DEED TO KEVEN AND MARILYN SEBADE, RECORDED IN VOLUME 2030, PAGE 230 OF SAID DEED RECORDS;

THENCE N 00°25'11" E, WITH THE COMMON LINE OF 31.97 ACRE TRACTS PASSING AT A DISTANCE OF 1,406.12 FEET TO A 1/2 INCH IRON REBAR WITH AN ILLEGIBLE CAP FOUND FOR THE NORTHWEST CORNER OF SAID 31.97 ACRE TRACT, THE NORTHEAST CORNER OF SAID SEBADE 31.97 ACRE TRACT IN THE SOUTH LINE OF SAID 27.86 ACRE TRACT, IN ALL, A TOTAL DISTANCE OF 1,756.25 FEET POINT FOR CORNER;

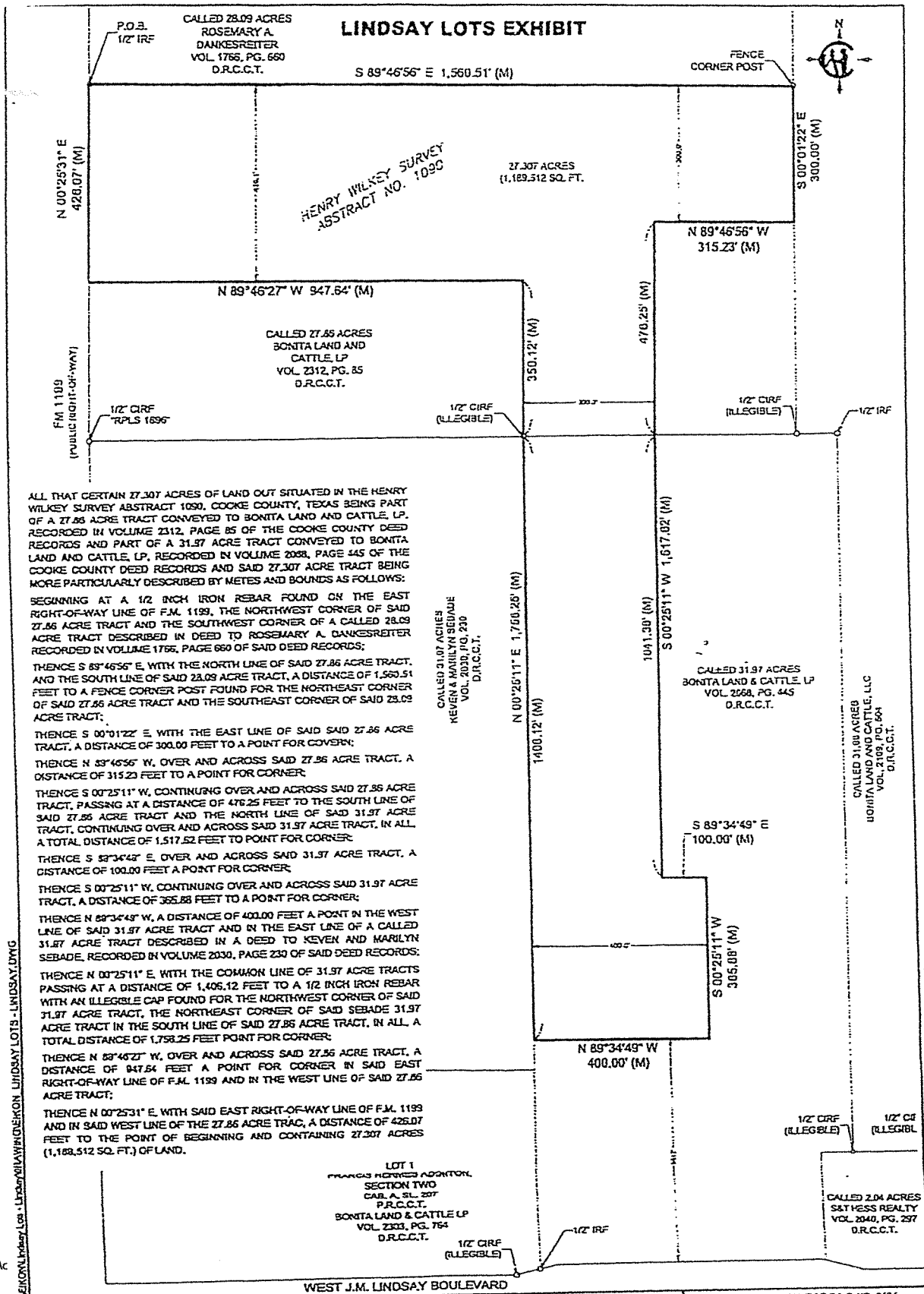
THENCE N 89°46'27" W, OVER AND ACROSS SAID 27.86 ACRE TRACT, A DISTANCE OF 947.64 FEET A POINT FOR CORNER IN SAID EAST RIGHT-OF-WAY LINE OF F.M. 1199 AND IN THE WEST LINE OF SAID 27.86 ACRE TRACT;

THENCE N 00°25'31" E, WITH SAID EAST RIGHT-OF-WAY LINE OF F.M. 1199 AND IN SAID WEST LINE OF THE 27.86 ACRE TRAC, A DISTANCE OF 426.07 FEET TO THE POINT OF BEGINNING AND CONTAINING 27.307 ACRES (1,189,512 SQ. FT.) OF LAND.

CALLED 31.97 ACRES

RAWING/EIKON LINDSAY LOTS - LINDSAY.DWG

# EXHIBIT "B" PROPERTY DEPICTION



ALL THAT CERTAIN 27.307 ACRES OF LAND OUT SITUATED IN THE HENRY WILKEY SURVEY ABSTRACT 1090, COOKE COUNTY, TEXAS BEING PART OF A 27.86 ACRE TRACT CONVEYED TO BONITA LAND AND CATTLE, LP, RECORDED IN VOLUME 2312, PAGE 85 OF THE COOKE COUNTY DEED RECORDS AND PART OF A 31.97 ACRE TRACT CONVEYED TO BONITA LAND AND CATTLE, LP, RECORDED IN VOLUME 2068, PAGE 445 OF THE COOKE COUNTY DEED RECORDS AND SAID 27.307 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT A 1/2 INCH IRON REBAR FOUND ON THE EAST RIGHT-OF-WAY LINE OF F.M. 1199, THE NORTHWEST CORNER OF SAID 27.86 ACRE TRACT AND THE SOUTHWEST CORNER OF A CALLED 28.09 ACRE TRACT DESCRIBED IN DEED TO ROSEMARY A. DANKESREITER RECORDED IN VOLUME 1766, PAGE 660 OF SAID DEED RECORDS;

THENCE S 89°46'56" E, WITH THE NORTH LINE OF SAID 27.86 ACRE TRACT, AND THE SOUTH LINE OF SAID 28.09 ACRE TRACT, A DISTANCE OF 1,560.51 FEET TO A FENCE CORNER POST FOUND FOR THE NORTHEAST CORNER OF SAID 27.86 ACRE TRACT AND THE SOUTHWEST CORNER OF SAID 28.09 ACRE TRACT;

THENCE S 00°01'22" E, WITH THE EAST LINE OF SAID 27.86 ACRE TRACT, A DISTANCE OF 300.00 FEET TO A POINT FOR CORNER;

THENCE N 89°46'56" W, OVER AND ACROSS SAID 27.86 ACRE TRACT, A DISTANCE OF 315.23 FEET TO A POINT FOR CORNER;

THENCE S 00°25'11" W, CONTINUING OVER AND ACROSS SAID 27.86 ACRE TRACT, PASSING AT A DISTANCE OF 476.25 FEET TO THE SOUTH LINE OF SAID 27.86 ACRE TRACT AND THE NORTH LINE OF SAID 31.97 ACRE TRACT, CONTINUING OVER AND ACROSS SAID 31.97 ACRE TRACT, IN ALL A TOTAL DISTANCE OF 1,517.52 FEET TO POINT FOR CORNER;

THENCE S 89°34'49" E, OVER AND ACROSS SAID 31.97 ACRE TRACT, A DISTANCE OF 100.00 FEET A POINT FOR CORNER;

THENCE S 00°25'11" W, CONTINUING OVER AND ACROSS SAID 31.97 ACRE TRACT, A DISTANCE OF 365.68 FEET TO A POINT FOR CORNER;

THENCE N 89°34'49" W, A DISTANCE OF 400.00 FEET A POINT IN THE WEST LINE OF SAID 31.97 ACRE TRACT AND IN THE EAST LINE OF A CALLED 31.97 ACRE TRACT DESCRIBED IN A DEED TO KEVEN & MARILYN SEBADE, RECORDED IN VOLUME 2030, PAGE 230 OF SAID DEED RECORDS;

THENCE N 00°25'11" E, WITH THE COMMON LINE OF 31.97 ACRES TRACTS PASSING AT A DISTANCE OF 1,406.12 FEET TO A 1/2 INCH IRON REBAR WITH AN ILLEGIBLE CAP FOUND FOR THE NORTHWEST CORNER OF SAID 31.97 ACRE TRACT, THE NORTHEAST CORNER OF SAID SEBADE 31.97 ACRE TRACT IN THE SOUTH LINE OF SAID 27.86 ACRE TRACT, IN ALL A TOTAL DISTANCE OF 1,758.25 FEET POINT FOR CORNER;

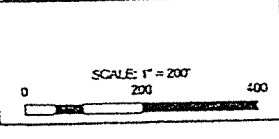
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THENCE N 00°25'31" E, WITH SAID EAST RIGHT-OF-WAY LINE OF F.M. 1199 AND IN SAID WEST LINE OF THE 27.86 ACRE TRACT, A DISTANCE OF 426.07 FEET TO THE POINT OF BEGINNING AND CONTAINING 27.307 ACRES (1,189,512 SQ. FT.) OF LAND.

FRANCIS HERRICK ADDITION, SECTION TWO, C&A, S.L. 207, P.R.C.C.T., BONITA LAND & CATTLE LP, VOL. 2303, PG. 754, D.R.C.C.T.

PROJECT: LINDSAY LOTS	NOTE:
PROJECT A/E:	Bearings and distances are based on U.S. State Plane NAD 1983 Coordinates, Texas North Central Zone (4202).
TRACT NO.:	
LOCATION: COOKE COUNTY, TEXAS	
DRAWN BY: LUG	
REVISION:	
PAGE NO.: 1 OF 1	

This survey was prepared without the benefit of a title commitment. There may be encumbrances of record that are not shown.



ANTHONY RAY CROWLEY R.P.L.S. NO. 6484  
CROWLEY SURVEYING  
FRN-10045500  
4521 FM 2181, #230-484  
CORINTH, TX. 76210  
(469) 850-CPLS(2757)  
acrowley@crowleysurveying.com

**EXHIBIT "C"**  
**ANNEXATION SERVICES AGREEMENT**

**ANNEXATION SERVICE AGREEMENT BETWEEN THE CITY OF LINDSAY  
AND BONITA LAND AND CATTLE, L.P.**

As required by Section 43.6072 of the Texas Local Government Code, this shall serve as a written agreement between the City of Lindsay and Bonita Land and Cattle, a Texas limited liability partnership concerning the provision of services to the territory described in the attached and incorporated Exhibit "A" and depicted in the attached and incorporated Exhibit "B" (the "Annexed Property").

The Parties agree as follows concerning the services that are to be provided on the effective date of the annexation and the schedule of the period within which the City will provide each service that is not provided on the effective date of the annexation:

1. POLICE PROTECTION

The City of Lindsay, Texas provides police protection within the City. The City of Lindsay, Texas will provide police protection to the Annexed Property at the same level that it provides police protection to the remainder of the City.

2. FIRE PROTECTION AND AMBULANCE SERVICE

The City of Lindsay, Texas does not provide fire or EMS service protection. Fire protection or EMS services may be available through Lindsay Volunteer Fire Department. If the City of Lindsay, Texas, ever begins to provide fire protection or EMS services in the future, the City will provide police protection to the Annexed Property at the same level that it provides police protection to the remainder of the City.

3. SOLID WASTE COLLECTION

At the present time the City of Lindsay, Texas, is using a designated, specified contractor for collection of solid waste and refuse within the city limits of the City of Lindsay, Texas. Upon payment of any required deposits and the agreement to pay lawful service fees and charges, solid waste collection will be provided to citizens in the newly Annexed Area to the extent that the City's contractor has access to the area to be serviced.

The City of Lindsay, Texas, may not prohibit the collection of solid waste in the Annexed Area by a privately owned solid waste management service provider or offer solid waste management services in the Annexed Area unless a privately owned solid waste management service provider is unavailable. The City of Lindsay, Texas, is not required to provide solid

waste collection services to a person who continues to use the services of a privately owned solid waste management service provider that continues in operation in the Annexed Area.

4. MAINTENANCE OF WATER AND WASTE WATER FACILITIES

The City of Lindsay, Texas, owns and maintains water and wastewater facilities within the City, and the City of Lindsay, Texas, provides water or wastewater service within the City. The City of Lindsay, Texas, shall own and maintain any water and wastewater facilities which have been dedicated to the City of Lindsay, Texas, or which are owned by the City of Lindsay, Texas, within the Annexed Area. The City of Lindsay, Texas, shall provide water and wastewater service to citizens in the Annexed Area upon the citizen's properly tapping into the City of Lindsay, Texas', infrastructure, the payment of any required deposits and the agreement to pay lawful service fees and charges.

5. MAINTENANCE OF ROADS AND STREETS

Any and all public roads, streets or alleyways which have been dedicated to the City of Lindsay, Texas, or which are owned by the City of Lindsay, Texas, shall be maintained to the same degree and extent that other roads, streets and alleyways are maintained in areas with similar topography, land use, and population density. Any and all lighting of roads, streets and alleyways which may be positioned in a right-of-way, roadway or utility company easement shall be maintained by the applicable utility company servicing the City of Lindsay, Texas, pursuant to the rules, regulations and fees of such utility.

6. MAINTENANCE OF PARKS, PLAYGROUNDS AND SWIMMING POOLS

The City Council of the City of Lindsay, Texas, is not aware of the existence of any parks, playgrounds or swimming pools now located in the Annexed Area. In the event any such parks, playgrounds or swimming pools do exist and are public facilities, the City of Lindsay, Texas, will maintain such areas to the same extent and degree that it maintains parks, playgrounds, swimming pools and other similar areas of the City now incorporated in the City of Lindsay, Texas.

7. MAINTENANCE OF MUNICIPALLY OWNED FACILITY, BUILDING OR MUNICIPAL SERVICE

The City Council of the City of Lindsay, Texas, is not aware of the existence of any municipally owned facility, building or other municipal



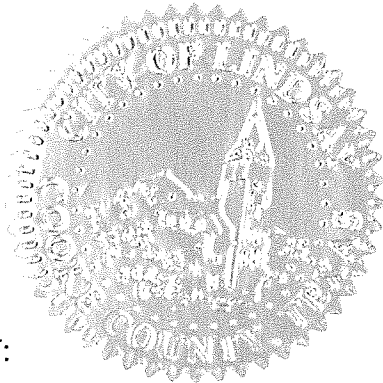
service now located in the Annexed Area. In the event any such municipally owned facility, building or municipal service does exist and are public facilities, the City of Lindsay, Texas, will maintain such areas to the same extent and degree that it maintains publicly owned facilities, buildings or municipal services of the City now incorporated in the City of Lindsay, Texas.

The Parties agree that the terms of this Annexation Services Agreement will not provide any fewer services, and it will not provide a lower level of service in the Annexed Area than were in existence in the proposed area at the time immediately preceding the annexation process.

The Parties also agree that because of the differing characteristics of topography, land utilization and population density, the service levels which may ultimately be provided in the Annexed Area may differ somewhat from services provided other areas of the City of Lindsay, Texas. These differences are specifically dictated because of differing characteristics of the property, and the City of Lindsay, Texas, will undertake to perform consistent with this agreement so as to provide the Annexed Area with the services anticipated by this agreement.

The Parties agree that the City of Lindsay, Texas, is not required to provide a service in the Annexed Area that is not included in this agreement.

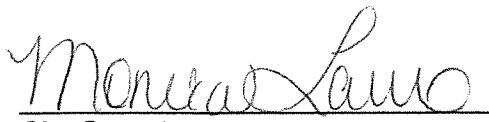
EXECUTED ON THIS 21 DAY OF March, 2023.



**City of Lindsay, Texas**

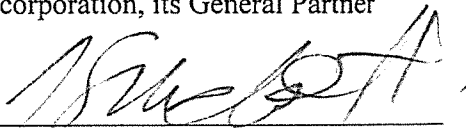
  
\_\_\_\_\_  
Mayor

ATTEST:

  
\_\_\_\_\_  
City Secretary

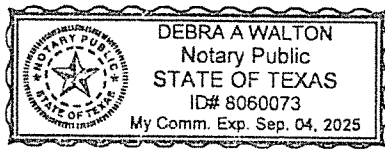
**Bonita Land and Cattle, L.P.**, a Texas limited partnership


By: **Ashwood Court, Inc.**, a Texas corporation, its General Partner

By:   
**Ken Marchant**, President

STATE OF TEXAS       §  
                                  §  
COUNTY OF DALLAS   §

This instrument was acknowledged before me on the 15<sup>th</sup> day February, 2023, by Ken Marchant, President of **Ashwood Court, Inc.**, a Texas corporation and General Partner of **Bonita Land and Cattle, L.P.**, a Texas limited partnership.



  
Notary Public, State of Texas