



**PUBLIC NOTICE**  
**City Council Regular Meeting**  
**November 21, 2013, at 7:00 PM**  
**City Hall - 665 Country Club Road**

---

**Notice is hereby given that a Council Meeting of the City Council of the City of Lucas will be held on Thursday, November 21, 2013, at 7 PM at the Lucas City Hall, 665 Country Club Road, Lucas, Texas, at which time the following agenda will be discussed.**

---

**Agenda**

**Call to Order**

Call to Order  
Roll Call  
Determination of Quorum  
Reminder to turn off or silence cell phones  
Pledge of Allegiance

**Executive Session**

The City Council may convene in Executive Session in accordance with the Local Government Code. All decisions regarding the discussion of the Executive Session must be made in Open Session.

---

- 1) The City Council pursuant to Section 551.074 of the Texas Government Code may convene into Executive Session to deliberate the appointment of individuals to serve on the Planning and Zoning Commission and Board of Adjustments with a term ending October 31, 2015.
- 2) The City Council pursuant to Section 551.074 of the Texas Government Code may convene into Executive Session to discuss the hiring and appointment of the City Manager.

## Regular Agenda

- 3) Take any action as necessary from the Executive Session.

## Citizens' Input

At this time citizens who have pre-registered by filling out a "Request to Speak" sheet and have submitted the sheet to the City Secretary before the call to order will be allowed to speak on any matter other than personnel matters or matters under litigation, for a length of time not to exceed three minutes. No Council action or discussion may take place on a matter until such matter has been placed on a future agenda and posted in accordance with law.

- 4) Citizens' Input.

## Community Interest

- 5) Items of Community Interest.

## Public Hearings

The Public Hearing agenda is provided for the purpose of allowing citizens to ask specific questions regarding only the subject posted for the Public Hearing. Generally the Public Hearing is required by State Law and a record of those attending the Public Hearing is maintained as part of the official record of the proceedings.

- 6) Public Hearing/Discuss and Consider the unilateral annexation of a tract of land situated in the Benjamin Sparks Survey, Abstract NO. 813, in Collin County, Texas, being out of a 70.00 acre tract, as described in Volume 3928, Page 145, in the Deed Records of Collin County, Texas, and being more particularly described as follows: BEGINNING, at a 5/8 inch iron rod found the northwest corner of Lucas UMC, and addition to the City of Lucas, as described in Volume 948, Page 145, in said deed records; THENCE, North 89° 43'48" West, for a distance of 420.19 feet, to a 1/2 inch iron rod found at the northwest corner of Lucas UMC; THENCE, North 00° 19'07" East, for a distance of 19.00 feet, to a 1/2 iron rod set; THENCE, North 89° 43'48" West, for a distance of 333.41 feet,

to a ½ iron set on a non-tangent curve to the left, having a radius of 665.00 feet, a central angle of 01°18'37", and a tangent of 7.60 feet; THENCE, along said curve to the left for an arc distance of 15.21 feet (Chord Bearing South 02° 05'44" East 15.21 feet), to a ½ inch iron rod set a curve to the right, having a radius of 65.00 feet, a central angle of 97°11'21"; THENCE, along said curve to the right for arc distance of 15.21 feet (Chord Bearing South 40° 16'44" East 15.21 feet), to a ½ inch iron rod set at the point of compound curvature of a curve to the right, having a radius of 735.00 feet, a central angle of 08°31'36", and a tangent of 54.79 feet; THENCE, along said curve to the right for an arc distance of 109.38 feet (Chord Bearing North 04° 03'08" West 109.28 feet), to a ½ inch iron rod set at the point of tangency; THENCE, North 00° 12'40" East, for a distance of 180.90 feet, to a ½ inch iron rod set; THENCE, North 89° 43'48" West, for a distance of 300.00 feet, to a ½ inch iron rod set, in the east line of F.M. 1378 (90 R.O.W.); THENCE, North 00 ° 12'40" East, along the east line of said F.M. 1378, for a distance of 70.00 feet, to ½ inch iron rod set; THENCE, South 89° 43'48" East, departing said east line, for a distance of 300.00 feet, to a ½ inch iron rod set; THENCE, North, 00° 12'40" East, for a distance of 856.23 feet, to a ½ inch iron rod set on a non-tangent curve to the right, having a radius of 60.00 feet, a central angle of 179° 59'07"; THENCE, along said curve to the right for an arc distance of 188.513 feet (Chord Bearing North 35° 54'14" East 120.00 feet), to a ½ inch iron rod set; THENCE, North 00° 11'59" East, for a distance of 188.93 feet, to a ½ inch iron rod set in the south line of Lovejoy Elementary school No. 2, and addition to the city of Lucas, as described in Clerks File NO. 97-0045267, in said Deed Records; THENCE, South 89°11' 30" East, along the eat line of said Lovejoy Elementary, for a distance of 780.50 feet, to a p/k nail found being in the north line of said 70.00 acre tract; THENCE, South 89° 27'06" East, along said

north line, for a distance of 315.11 feet. To ½ inch iron rod set at northeast corner of said 70.00 acre tract; THENCE, South 00° 30'35" West, along the east line of said 70.00 acre tract, for a distance of 1247.36 feet, to a ½ inch iron rod set; THENCE, South 00° 03'59" West, along said east line, for a distance of 959.16 feet, to the point of BEGINNING and containing 32.978 acres of land. **[Commonly known as Cimarron Estates. This is the 2<sup>nd</sup> Public Hearing, the 1<sup>st</sup> Public Hearing was held on November 7, 2013] [Hilbourn]**

- 7) Public Hearing/Discuss and Consider the unilateral annexation of a tract situated in the Benjamin Sparks Survey, Abstract No. 813, in Collin County, Texas, being a part of a 71.19 acre tract, as described in Volume 549, Page 333, in the Deed Records of Collin County, Texas, and more particular described as follows: Beginning, at ½ inch iron rod set at the northeast corner of Cimarron Phase 1, an addition to the City of Lucas, as described in Volume, Page in the Plat Records of Collin County, Texas: Thence, South 89° 43'22" East, along the north line of said 71.19 acre tract, for a distance of 825.00 feet, to a ½ inch rod set; Thence, South 00° 35'59" West, along the east lines of the 71.19 acre tract, for a distance of 570.020 feet, to a ½ inch iron rod set; Thence, South 89°15'50" East, continuing along said the east line, for a distance of 464.13 feet, to a to a ½ inch iron rod set; Thence, South 00°03'46" West, continuing along said east line, for a distance of 485.39 feet, to a to a ½ inch iron rod set; Thence, South 00°14'24" West, continuing along said east line, for a distance of 527.89 feet, to a to a ½ inch iron rod set; Thence, South 00°09'04" West, continuing along said east line, for a distance of 711.34 feet, to a to a ½ inch iron rod set; Thence, North 89°50'56" West, departing said east line, for a distance of 178.84 feet, to a to a ½ inch iron rod set on a non-tangent curve to the right, for an arc distance of 60.00 feet, a central angle of 134° 50'48" and a tangent of

144.31 feet; Thence, along said curve to the right for an arc distance of 141.21 feet (Chord Bearing South 77°10'07" West – 110.81 feet), to a to a ½ inch iron rod set; Thence, North 89°43'22" West, for a distance of 313.80 feet, to a to a ½ inch iron rod set; Thence, South 00°16'38" West, for a distance of 289.81 feet, to a to a ½ inch iron rod set in the south line of said 71.19 acre tract also being in the north line of F.M. 1378 (90' R.O. W.); Thence, North 89°43'22" West, along said north and south lines, for a distance of 70.00 feet, to a to a ½ inch iron rod set; Thence, North 00°16'38" East, departing said north and south lines, for a distance of 289.81 feet, to a to a ½ inch iron rod set; Thence, North 89°43'22" West, for a distance of 335.35 feet, to a to a ½ inch iron rod set; on a non-tangent curve to the right, having a radius of 60.00 feet, a central angle of 164° 03'21"; Thence, along said curve to the right for an arc distance of 171.80 feet (Chord Bearing North 62°00'34" West – 118.84 feet), to a to a ½ inch iron rod set; Thence, North 89°43'21" West, for a distance of 179.82 feet, a to a ½ inch iron rod set in the west line of said 71.19 acre tract being in the east line of 2.00 acre tract, as described in Volume 948, Page 428, in the Deed Records of Collin County, Texas; Thence, North 00°03'59" East, along the west line of said 71.19 acre tract and the east line of said 2.0 acre tract, at 62.28 feet passing a 5/8 inch rod found at the northeast corner of said 2.00 acre also being the southeast corner of said Cimarron Phase I, for a total distance of 1021.44 feet, a to a ½ inch iron rod set; Thence, North 00°30'35" East, along said west line and with the east line of said Cimarron Phase I, for a distance of 1247.36 feet, to the POINT OF BEGINNING and containing 62.976 acres of land. **[Commonly known as Edgewood Estates. This is the 2<sup>nd</sup> Public Hearing, the 1<sup>st</sup> Public Hearing was held on November 7, 2013] [Hilbourn]**

- 8) Public Hearing/Discuss and Consider the unilateral annexation of a tract situated in the Montgomery Birch Survey, Abstract NO. 115 and being part of a tract of land described in deed recorded in Volume 1975, Page 744 of the Deed Records of Collin County, Texas and a 83.2327 acre parcel of land out of T. D. James Survey, Abstract NO. 477 and being part of a tract of land described in deed recorded in Volume 480, Page 141 of the Deed of Records of Collin County, Texas and being more particularly described as follows: BEGINNING at the Northeast of said 83.2327 acre tract for the POINT OF BEGINNING; THENCE South 01°47'06" West, a distance of 1559.81 feet to an iron rod found; THENCE South 88°18'53" East, a distance of 1158.69 feet to an iron rod found; THENCE South 02°30'00" East, a distance of 1282.52 feet to an iron rod found; THENCE North 60°35'42" East, a distance of 0.02 feet to an iron rod found; THENCE South 26°03'44" East, a distance of 29.62 feet to an iron rod found; THENCE South 49°46'37" West, a distance of 156.47 feet to an iron rod found; THENCE South 39°22'18" West, a distance of 682.78 feet to an iron rod found; THENCE North 87°39'20" West, a distance of 1535.59 feet to an iron rod found; THENCE North 02°44'57" East, a distance of 805.91 feet to an iron rod found; THENCE North 88°23'52" West, a distance of 568.39 feet to an iron rod found; THENCE North 18°17'35" West, a distance of 651.22 feet to an iron rod found; THENCE North 00° 11'32" East, a distance of 604.85 feet to an iron rod found; THENCE South 88°50'24" East, a distance of 390.20 feet to an iron rod found; THENCE North 01°50'24" East, a distance of 1464.26 feet to an iron rod found; THENCE South 88°31'45" East, a distance of 1203.50 feet to the POINT OF BEGINNING and containing 6,477,178 square feet, 148.6956 acres of land, more or less. **[Commonly known as Lakeview Downs located at the intersection of E. Lucas Road and Snider Lane. This is the 2<sup>nd</sup> Public**

**Hearing, the 1<sup>st</sup> Public Hearing was held on November 7, 2013] [Hilbourn]**

- 9) Public Hearing/Discuss and Consider the unilateral annexation of a 9.474 ACRE TRACT OF LAND OUT OF THE MONTGOMERY BIRCH SURVEY, ABSTRACT 115, COLLIN COUNTY, TEXAS, BEING THE REMAINDER OF A 39.73 ACRE TRACT OF LAND AS DEEDED TO OWEN GEORGE AND RECORDED IN VOLUME 550, PAGE 165 OF THE DEED RECORDS OF COLLIN COUNTY, TEXAS (DRCCT), AS SHOWN ON THE ATTACHED EXHIBIT "B" AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: The POINT OF BEGINNING is a Corps of Engineers (COE) monument at the southernmost corner of the remainder tract herein described, said point being the westernmost corner of Right of Way as deeded to the State of Texas (TxDOT) and recorded Volume 945, Page 149, DRCCT, and being the northeast corner of tract 4405-1 as deeded to the United States of America (USA) for the Lake Lavon Reservoir and recorded in Volume 738, Page 124, DRCCT; THENCE North 37°42' West, departing said Right of Way line and crossing said Owen George tract with the northeast line of said USA tract, a distance of 909.70 feet to COE monument No. 4405-2, said point being on the north line of said Owen George tract; THENCE South 87°31' East, with the north line of said Owen George tract, a distance of 1237.14 feet to a stake marking the northeast corner of the Owen George remainder tract, and being the northwest corner of said TxDOT Right of Way tract; THENCE South 51°12' West with the northwest line of the Right of Way for FM 3286, a distance of 168.07 feet to a stake at the beginning of a tangent curve to the left; THENCE with said curving Right of Way having a radius of 2924.79, through a central angle of 10°23', an arc distance of 530.04 feet, and having a chord which bears South 46°00'30" West, a distance

of 529.32 feet to a stake at the point of tangent; THENCE South 40°49' West, with said Right of Way line, a distance of 256.88 feet to the POINT OF BEGINNING, and containing 9.474 acres of land. **[Owned by Owen George and is located off E. Lucas Road. This is the 2<sup>nd</sup> Public Hearing, the 1<sup>st</sup> Public Hearing was held on November 7, 2013]**  
**[Hilbourn]**

## Regular Agenda

- 10) Discuss and Consider approval of the minutes from the November 7, 2013 City Council Regular and November 13, 2013 City Council Special meetings. **[Wingo]**
- 11) Update on grant application submitted to Wal-Mart by the Friends of the Lucas Fire Department in the amount of \$2,000 to be used for ambulance supplies.
- 12) Discuss and Consider the approval of an agreement between the City of Lucas and Verizon to allow antennas to be located on the McGarity water tower and authorize the Interim City Manager to execute said agreement. **[Foerster]**
- 13) Discuss and Consider the approval of a First Responder Service Agreement between the East Texas Medical Center Emergency Medical Service and Lucas Fire Rescue Department and authorize Fire Chief Jim Kitchens to execute the agreement. **[Kitchens]**
- 14) Discuss and Consider the appointment of a Council Liaison for the Parks & Open Space Board.
- 15) Discuss and Consider the appointment of a Council Liaison for the Board of Adjustments.
- 16) Discuss and Consider the appointment of a Council Liaison for the Planning & Zoning Commission.



- 17) Discuss and Consider the appointment of a Council Liaison for the North Texas Municipal Water District.
- 18) Discuss and Consider the appointment of a Council Liaison for the North Texas Council of Governments.
- 19) Discuss and Consider the use of city facilities for non-city business meetings and events.
- 20) Adjournment.

---

**As authorized by Section 551.071 (2) of the Texas Government Code, the City Council may convene into closed Executive Session for the purpose of seeking confidential legal advice from the City Attorney regarding any item on the agenda at any time during the meeting.**

---

<b>Approval</b>
-----------------

Approved by: Mayor Rebecca Mark, November 15, 2013.

<b>Certification</b>
----------------------

*I hereby certify that the above notice of meeting was posted on the bulletin board at Lucas City Hall by 5:00 p.m. on or before Friday, November 15, 2013, as required in accordance with Government Code §551.041.*

---

Kathy Wingo, TRMC, MMC  
City Secretary

---

**This building is wheelchair accessible. Any requests for sign interpretive services or other special requests for assistance of the hearing impaired must be made 48 hours in advance of the meeting. To make such arrangements, please call 972-727-8999 or email [secretary@lucastexas.us](mailto:secretary@lucastexas.us).**

---

# LUCAS CITY COUNCIL

Meeting Date November 21, 2013

---

## AGENDA ITEM:

- Call to Order

- Roll Call

Present

Absent

Mayor Rebecca Mark

Seat 1 CM Wayne Millsap

Seat 2 CM Jim Olk

Seat 3 CM Steve Duke

Seat 4 CM Philip Lawrence

Seat 5 CM Debbie Fisher

Seat 6 MPT Kathleen Peele

- Determination of Quorum
  - Reminder to silence cell phones
  - Pledge of Allegiance
- 

## Informational Purposes

Interim City Manager Dan Savage

City Secretary Kathy Wingo

Public Works Director Stanton Foerster

Finance Manager Liz Exum

Fire Chief Jim Kitchens

Development Services Director Joe Hilbourn

City Attorney Joe Gorfida, Jr.

Administrative Assistant Jennifer Faircloth





**City of Lucas  
Council Agenda Request**

Council Meeting: November 21, 2013

Requestor: \_\_\_\_\_

Prepared by: Kathy Wingo

Account Code #: N/A

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

Budgeted Amount: \$ N/A

Exhibits:  Yes  No

**AGENDA SUBJECT:**

The City Council pursuant to Section 551.074 of the Texas Government Code may convene into Executive Session to discuss the hiring and appointment of the City Manager.

**RECOMMENDED ACTION:**

**SUMMARY:**

**MOTION:**

No action to be taken in Executive Session.

**APPROVED BY:** \_\_\_\_\_

Initial/Date

Department Director: \_\_\_\_\_ / \_\_\_\_\_  
City Manager: \_\_\_\_\_ / \_\_\_\_\_



**City of Lucas  
Council Agenda Request**

Council Meeting: November 7, 2013

Requestor: \_\_\_\_\_

Prepared by: Kathy Wingo

Account Code #: N/A

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

Budgeted Amount: \$ N/A

Exhibits:  Yes  No

**AGENDA SUBJECT:**

Take any action as necessary from Executive Session.

**RECOMMENDED ACTION:**

**SUMMARY:**

**MOTION:**

I make a Motion to appoint the following individuals:

***Planning & Zoning Commission:***

(1 individual to be appointed as Alternate Commissioner with the term expiring October 31, 2015)

1. \_\_\_\_\_

***Board of Adjustments:***

(1 full voting member to be appointed with the term expiring October 31, 2015)

1. \_\_\_\_\_

**APPROVED BY:** \_\_\_\_\_

Initial/Date

Department Director: \_\_\_\_\_ / \_\_\_\_\_

City Manager: \_\_\_\_\_ / \_\_\_\_\_



**City of Lucas  
Council Agenda Request**

Council Meeting: November 21, 2013

Requestor: \_\_\_\_\_

Prepared by: Kathy Wingo

Account Code #: N/A

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

Budgeted Amount: \$ N/A

Exhibits:  Yes  No

**AGENDA SUBJECT:**

Citizen's Input.

**RECOMMENDED ACTION:**

**SUMMARY:**

**MOTION:**

No action necessary.

**APPROVED BY:** \_\_\_\_\_

Initial/Date

Department Director: \_\_\_\_\_ / \_\_\_\_\_  
City Manager: \_\_\_\_\_ / \_\_\_\_\_



**City of Lucas  
City Council Agenda  
Request**

Council Meeting: November 21, 2013

Requestor: \_\_\_\_\_

Prepared by: Kathy Wingo

Account Code #: N/A

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

Budgeted Amount: \$ N/A

Exhibits:  Yes  No

**AGENDA SUBJECT:**

Items of Community Interest.

**RECOMMENDED ACTION:**

**SUMMARY:**

**MOTION:**

No action necessary.

**APPROVED BY:** \_\_\_\_\_

Initial/Date

Department Director: \_\_\_\_\_ / \_\_\_\_\_

City Manager: \_\_\_\_\_ / \_\_\_\_\_





## City of Lucas Council Agenda Request

Council Meeting: November 21, 2013

Requestor: Joe Hilbourn

Prepared by: Donna Bradshaw

Account Code #: N/A

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

Budgeted Amount: \$ N/A

Exhibits:  Yes  No

### AGENDA SUBJECT:

Public Hearing/Discuss and Consider the unilateral annexation of a tract of land situated in the Benjamin Sparks Survey, Abstract NO. 813, in Collin County, Texas, being out of a 70.00 acre tract, as described in Volume 3928, Page 145, in the Deed Records of Collin County, Texas, and being more particularly described as follows: BEGINNING, at a 5/8 inch iron rod found the northwest corner of Lucas UMC, and addition to the City of Lucas, as described in Volume 948, Page 145, in said deed records; THENCE, North 89° 43'48" West, for a distance of 420.19 feet, to a ½ inch iron rod found at the northwest corner of Lucas UMC; THENCE, North 00° 19'07" East, for a distance of 19.00 feet, to a ½ iron rod set; THENCE, North 89° 43'48" West, for a distance of 333.41 feet, to a ½ iron set on a non-tangent curve to the left, having a radius of 665.00 feet, a central angle of 01°18'37", and a tangent of 7.60 feet; THENCE, along said curve to the left for an arc distance of 15.21 feet (Chord Bearing South 02° 05'44" East 15.21 feet), to a ½ inch iron rod set a curve to the right, having a radius of 65.00 feet, a central angle of 97°11'21"; THENCE, along said curve to the right for arc distance of 15.21 feet (Chord Bearing South 40° 16'44" East 15.21 feet), to a ½ inch iron rod set at the point of compound curvature of a curve to the right, having a radius of 735.00 feet, a central angle of 08°31'36", and a tangent of 54.79 feet; THENCE, along said curve to the right for an arc distance of 109.38 feet (Chord Bearing North 04° 03'08" West 109.28 feet), to a ½ inch iron rod set at the point of tangency; THENCE, North 00° 12'40" East, for a distance of 180.90 feet, to a ½ inch iron rod set; THENCE, North 89° 43'48" West, for a distance of 300.00 feet, to a ½ inch iron rod set, in the east line of F.M. 1378 (90 R.O.W.); THENCE, North 00° 12'40" East, along the east line of said F.M. 1378, for a distance of 70.00 feet, to ½ inch iron rod set; THENCE, South 89° 43'48" East, departing said east line, for a distance of 300.00 feet, to a ½ inch iron rod set; THENCE, North, 00° 12'40" East, for a distance of 856.23 feet, to a ½ inch iron rod set on a non-tangent curve to the right, having a radius of 60.00 feet, a central angle of 179° 59'07"; THENCE, along said curve to the right for an arc distance of 188.513 feet (Chord Bearing North 35° 54'14" East 120.00 feet), to a ½ inch

iron rod set; THENCE, North 00° 11'59" East, for a distance of 188.93 feet, to a ½ inch iron rod set in the south line of Lovejoy Elementary school No. 2, and addition to the city of Lucas, as described in Clerks File NO. 97-0045267, in said Deed Records; THENCE, South 89°11' 30" East, along the east line of said Lovejoy Elementary, for a distance of 780.50 feet, to a p/k nail found being in the north line of said 70.00 acre tract; THENCE, South 89° 27'06" East, along said north line, for a distance of 315.11 feet. To ½ inch iron rod set at northeast corner of said 70.00 acre tract; THENCE, South 00° 30'35" West, along the east line of said 70.00 acre tract, for a distance of 1247.36 feet, to a ½ inch iron rod set; THENCE, South 00° 03'59" West, along said east line, for a distance of 959.16 feet, to the point of BEGINNING and containing 32.978 acres of land.

**RECOMMENDED ACTION:**

Staff recommends annexing property as presented.

**SUMMARY:**

This is the 2<sup>nd</sup> Public Hearing, the 1<sup>st</sup> Public Hearing was held on November 7, 2013.

This is commonly known as Cimarron Estates.

This parcel is within the 1 mile ETJ of the City. All documentation supports annexation for this property:

- metes & bounds verified
- Parcel is contiguous to the City

These parcels were recommended by Staff at the last annexation workshop and were approved by Council for consideration.

**MOTION:**

No action to be taken.

**APPROVED BY:** \_\_\_\_\_

Initial/Date

Department Director:         **JVH / 9/11/2013**

**Exhibit A**  
**Legal Description**  
**Cimarron**

BEING, a tract of land situated in the Benjamin Sparks Survey, Abstract NO. 813, in Collin County, Texas, being out of a 70.00 acre tract, as described in Volume 3928, Page 145, in the Deed Records of Collin County, Texas, and being more particularly described as follows: BEGINNING, at a 5/8 inch iron rod found the northwest corner of Lucas UMC, and addition to the City of Lucas, as described in Volume 948, Page 145, in said deed records;

THENCE, North 89° 43'48" West, for a distance of 420.19 feet, to a ½ inch iron rod found at the northwest corner of Lucas UMC;

THENCE, North 00° 19'07" East, for a distance of 19.00 feet, to a ½ iron rod set;

THENCE, North 89° 43'48" West, for a distance of 333.41 feet, to a ½ iron set on a non-tangent curve to the left, having a radius of 665.00 feet, a central angle of 01°18'37", and a tangent of 7.60 feet;

THENCE, along said curve to the left for an arc distance of 15.21 feet (Chord Bearing South 02° 05'44" East 15.21 feet), to a ½ inch iron rod set a curve to the right, having a radius of 65.00 feet, a central angle of 97°11'21";

THENCE, along said curve to the right for arc distance of 15.21 feet (Chord Bearing South 40° 16'44" East 15.21 feet), to a ½ inch iron rod set at the point of compound curvature of a curve to the right, having a radius of 735.00 feet, a central angle of 08°31'36", and a tangent of 54.79 feet;

THENCE, along said curve to the right for an arc distance of 109.38 feet (Chord Bearing North 04° 03'08" West 109.28 feet), to a ½ inch iron rod set at the point of tangency;

THENCE, North 00° 12'40" East, for a distance of 180.90 feet, to a ½ inch iron rod set;

THENCE, North 89° 43'48" West, for a distance of 300.00 feet, to a ½ inch iron rod set, in the east line of F.M. 1378 (90 R.O.W.);

THENCE, North 00° 12'40" East, along the east line of said F.M. 1378, for a distance of 70.00 feet, to ½ inch iron rod set;

THENCE, South 89° 43'48" East, departing said east line, for a distance of 300.00 feet, to a ½ inch iron rod set;

THENCE, North, 00° 12'40" East, for a distance of 856.23 feet, to a ½ inch iron rod set on a non-tangent curve to the right, having a radius of 60.00 feet, a central angle of 179° 59'07";

THENCE, along said curve to the right for an arc distance of 188.513 feet (Chord Bearing North 35° 54'14" East 120.00 feet), to a ½ inch iron rod set;

THENCE, North 00° 11'59" East, for a distance of 188.93 feet, to a ½ inch iron rod set in the south line of Lovejoy Elementary school No. 2, and addition to the city of Lucas, as described in Clerks File NO. 97-0045267, in said Deed Records;

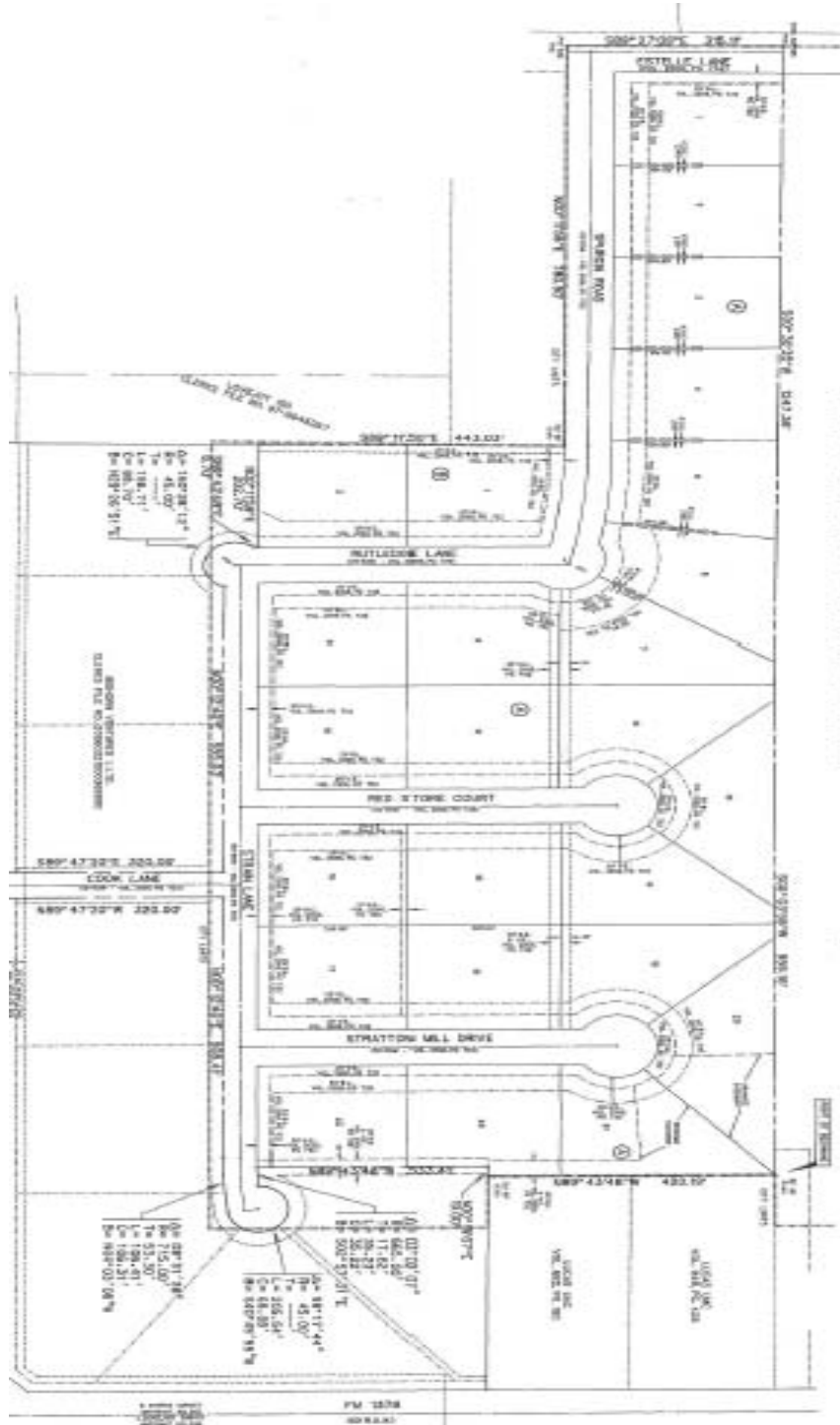
THENCE, South 89°11' 30" East, along the eat line of said Lovejoy Elementary, for a distance of 780.50 feet, to a p/k nail found being in the north line of said 70.00 acre tract;

THENCE, South 89° 27'06" East, along said north line, for a distance of 315.11 feet. To ½ inch iron rod set at northeast corner of said 70.00 acre tract;

THENCE, South 00° 30'35" West, along the east line of said 70.00 acre tract, for a distance of 1247.36 feet, to a ½ inch iron rod set;

THENCE, South 00° 03'59" West, along said east line, for a distance of 959.16 feet, to the point of BEGINNING and containing 32.978 acres of land.

**Exhibit B  
Depiction  
Cimarron**





## **NOTICE OF PUBLIC HEARINGS TO CONSIDER ANNEXATION OF LAND**

NOTICE IS HEREBY GIVEN, that the City Council of the City of Lucas, Texas (the "City"), will hold two public hearings regarding the unilateral annexation of the property hereinafter described. The first public hearing will begin at 7:00 PM on November 7, 2013 and a second public hearing will held on November 21, 2013. Both public hearings will be held at the City of Lucas' City Hall located at 665 Country Club Road, Lucas, Texas. The property to be considered for annexation is located in Collin County, Texas, commonly known as Cimarron Estates, and described as follows:

BEING, a tract of land situated in the Benjamin Sparks Survey, Abstract NO. 813, in Collin County, Texas, being out of a 70.00 acre tract, as described in Volume 3928, Page 145, in the Deed Records of Collin County, Texas, and being more particularly described as follows:

BEGINNING, at a 5/8 inch iron rod found the northwest corner of Lucas UMC, and addition to the City of Lucas, as described in Volume 948, Page 145, in said deed records;

THENCE, North 89° 43'48" West, for a distance of 420.19 feet, to a ½ inch iron rod found at the northwest corner of Lucas UMC;

THENCE, North 00° 19'07" East, for a distance of 19.00 feet, to a ½ iron rod set;

THENCE, North 89° 43'48" West, for a distance of 333.41 feet, to a ½ iron set on a non-tangent curve to the left, having a radius of 665.00 feet, a central angle of 01°18'37", and a tangent of 7.60 feet;

THENCE, along said curve to the left for an arc distance of 15.21 feet (Chord Bearing South 02° 05'44" East 15.21 feet), to a ½ inch iron rod set a curve to the right, having a radius of 65.00 feet, a central angle of 97°11'21";

THENCE, along said curve to the right for arc distance of 15.21 feet (Chord Bearing South 40° 16'44" East 15.21 feet), to a ½ inch iron rod set at the point of compound curvature of a curve to the right, having a radius of 735.00 feet, a central angle of 08°31'36", and a tangent of 54.79 feet;

THENCE, along said curve to the right for an arc distance of 109.38 feet (Chord Bearing North 04° 03'08" West 109.28 feet), to a ½ inch iron rod set at the point of tangency;

THENCE, North 00° 12'40" East, for a distance of 180.90 feet, to a ½ inch iron rod set;

THENCE, North 89° 43'48" West, for a distance of 300.00 feet, to a ½ inch iron rod set, in the east line of F.M. 1378 (90 R.O.W.);

THENCE, North 00 ° 12'40" East, along the east line of said F.M. 1378, for a distance of 70.00 feet, to ½ inch iron rod set;

THENCE, South 89° 43'48" East, departing said east line, for a distance of 300.00 feet, to a ½ inch iron rod set;

THENCE, North, 00° 12'40" East, for a distance of 856.23 feet, to a ½ inch iron rod set on a non-tangent curve to the right, having a radius of 60.00 feet, a central angle of 179° 59'07";

THENCE, along said curve to the right for an arc distance of 188.513 feet (Chord Bearing North 35° 54'14" East 120.00 feet), to a ½ inch iron rod set;

THENCE, North 00° 11'59" East, for a distance of 188.93 feet, to a ½ inch iron rod set in the south line of Lovejoy Elementary school No. 2, and addition to the city of Lucas, as described in Clerks File NO. 97-0045267, in said Deed Records;

THENCE, South 89°11' 30" East, along the eat line of said Lovejoy Elementary, for a distance of 780.50 feet, to a p/k nail found being in the north line of said 70.00 acre tract;

THENCE, South 89° 27'06" East, along said north line, for a distance of 315.11 feet. To ½ inch iron rod set at northeast corner of said 70.00 acre tract;

THENCE, South 00° 30'35" West, along the east line of said 70.00 acre tract, for a distance of 1247.36 feet, to a ½ inch iron rod set;

THENCE, South 00° 03'59" West, along said east line, for a distance of 959.16 feet, to the point of BEGINNING and containing 32.978 acres of land.

I, Kathy Wingo, City Secretary of the City of Lucas, Texas, do hereby publish this notice in accordance with law and have on file in my office the service plan for such annexation.

Kathy Wingo, TRMC, MMC  
City Secretary



## City of Lucas Council Agenda Request

Council Meeting: November 21, 2013

Requestor: Joe Hilbourn

Prepared by: Donna Bradshaw

Account Code #: N/A

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

Budgeted Amount: \$ N/A

Exhibits:  Yes  No

### AGENDA SUBJECT:

Public Hearing/Discuss and Consider the unilateral annexation of a tract situated in the Benjamin Sparks Survey, Abstract No. 813, in Collin County, Texas, being a part of a 71.19 acre tract, as described in Volume 549, Page 333, in the Deed Records of Collin County, Texas, and more particular described as follows: Beginning, at ½ inch iron rod set at the northeast corner of Cimarron Phase 1, an addition to the City of Lucas, as described in Volume, Page in the Plat Records of Collin County, Texas: Thence, South 89° 43'22" East, along the north line of said 71.19 acre tract, for a distance of 825.00 feet, to a ½ inch rod set; Thence, South 00° 35'59" West, along the east lines of the 71.19 acre tract, for a distance of 570.020 feet, to a ½ inch iron rod set; Thence, South 89°15'50" East, continuing along said the east line, for a distance of 464.13 feet, to a to a ½ inch iron rod set; Thence, South 00°03'46" West, continuing along said east line, for a distance of 485.39 feet, to a to a ½ inch iron rod set; Thence, South 00°14'24" West, continuing along said east line, for a distance of 527.89 feet, to a to a ½ inch iron rod set; Thence, South 00°09'04" West, continuing along said east line, for a distance of 711.34 feet, to a to a ½ inch iron rod set; Thence, North 89°50'56" West, departing said east line, for a distance of 178.84 feet, to a to a ½ inch iron rod set on a non-tangent curve to the right, for an arc distance of 60.00 feet, a central angle of 134° 50'48" and a tangent of 144.31 feet; Thence, along said curve to the right for an arc distance of 141.21 feet (Chord Bearing South 77°10'07" West – 110.81 feet), to a to a ½ inch iron rod set; Thence, North 89°43'22" West, for a distance of 313.80 feet, to a to a ½ inch iron rod set; Thence, South 00°16'38" West, for a distance of 289.81 feet, to a to a ½ inch iron rod set in the south line of said 71.19 acre tract also being in the north line of F.M. 1378 (90' R.O. W.); Thence, North 89°43'22" West, along said north and south lines, for a distance of 70.00 feet, to a to a ½ inch iron rod set; Thence, North 00°16'38" East, departing said north and south lines, for a distance of 289.81 feet, to a to a ½ inch iron rod set; Thence, North 89°43'22" West, for a distance of 335.35 feet, to a to a ½ inch iron rod set; on a non-tangent curve to the right, having a radius of 60.00 feet, a central angle of 164° 03'21"; Thence, along said curve to the right for an arc



distance of 171.80 feet (Chord Bearing North 62°00'34" West – 118.84 feet), to a to a ½ inch iron rod set; Thence, North 89°43'21" West, for a distance of 179.82 feet, a to a ½ inch iron rod set in the west line of said 71.19 acre tract being in the east line of 2.00 acre tract, as described in Volume 948, Page 428, in the Deed Records of Collin County, Texas; Thence, North 00°03'59" East, along the west line of said 71.19 acre tract and the east line of said 2.0 acre tract, at 62.28 feet passing a 5/8 inch rod found at the northeast corner of said 2.00 acre also being the southeast corner of said Cimarron Phase I, for a total distance of 1021.44 feet, a to a ½ inch iron rod set; Thence, North 00°30'35" East, along said west line and with the east line of said Cimarron Phase I, for a distance of 1247.36 feet, to the POINT OF BEGINNING and containing 62.976 acres of land.

**RECOMMENDED ACTION:**

Staff recommends annexing property as presented.

**SUMMARY:**

This is the 2<sup>nd</sup> Public Hearing, the 1<sup>st</sup> Public Hearing was held on November 7, 2013.

This is commonly known as Edgewood Estates.

This parcel is within the 1 mile ETJ of the City. All documentation supports annexation for this property:

- metes & bounds verified
- Parcel is contiguous to the City

These parcels were recommended by Staff at the last annexation workshop and were approved by Council for consideration.

**MOTION:**

No action to be taken.

**APPROVED BY:** \_\_\_\_\_

Initial/Date

Department Director:         **JVH / 9/11/2013**

**Exhibit A**  
**Depiction**  
**Edgewood Estates**

BEING, a tract of land situated in the Benjamin Sparks Survey, Abstract No. 813, in Collin County, Texas, being a part of a 71.19 acre tract, as described in Volume 549, Page 333, in the Deed Records of Collin County, Texas, and more particular described as follows:

Beginning, at ½ inch iron rod set at the northeast corner of Cimarron Phase 1, an addition to the City of Lucas, as described in Volume, Page in the Plat Records of Collin County, Texas:

Thence, South 89° 43'22" East, along the north line of said 71.19 acre tract, for a distance of 825.00 feet, to a ½ inch rod set;

Thence, South 00° 35'59" West, along the east lines of the 71.19 acre tract, for a distance of 570.020 feet, to a ½ inch iron rod set;

Thence, South 89°15'50" East, continuing along said the east line, for a distance of 464.13 feet, to a to a ½ inch iron rod set;

Thence, South 00°03'46" West, continuing along said east line, for a distance of 485.39 feet, to a to a ½ inch iron rod set;

Thence, South 00°14'24" West, continuing along said east line, for a distance of 527.89 feet, to a to a ½ inch iron rod set;

Thence, South 00°09'04" West, continuing along said east line, for a distance of 711.34 feet, to a to a ½ inch iron rod set;

Thence, North 89°50'56" West, departing said east line, for a distance of 178.84 feet, to a to a ½ inch iron rod set on a non-tangent curve to the right, for an arc distance of 60.00 feet, a central angle of 134° 50'48" and a tangent of 144.31 feet;

Thence, along said curve to the right for an arc distance of 141.21 feet (Chord Bearing South 77°10'07" West – 110.81 feet), to a to a ½ inch iron rod set;

Thence, North 89°43'22" West, for a distance of 313.80 feet, to a to a ½ inch iron rod set;

Thence, South 00°16'38" West, for a distance of 289.81 feet, to a to a ½ inch iron rod set in the south line of said 71.19 acre tract also being in the north line of F.M. 1378 (90' R.O. W.);

Thence, North 89°43'22" West, along said north and south lines , for a distance of 70.00 feet, to a to a ½ inch iron rod set;

Thence, North 00°16'38" East, departing said north and south lines, for a distance of 289.81 feet, to a to a ½ inch iron rod set;

Thence, North 89°43'22" West, for a distance of 335.35 feet, to a to a ½ inch iron rod set; on a non-tangent curve to the right, having a radius of 60.00 feet, a central angle of 164° 03'21";

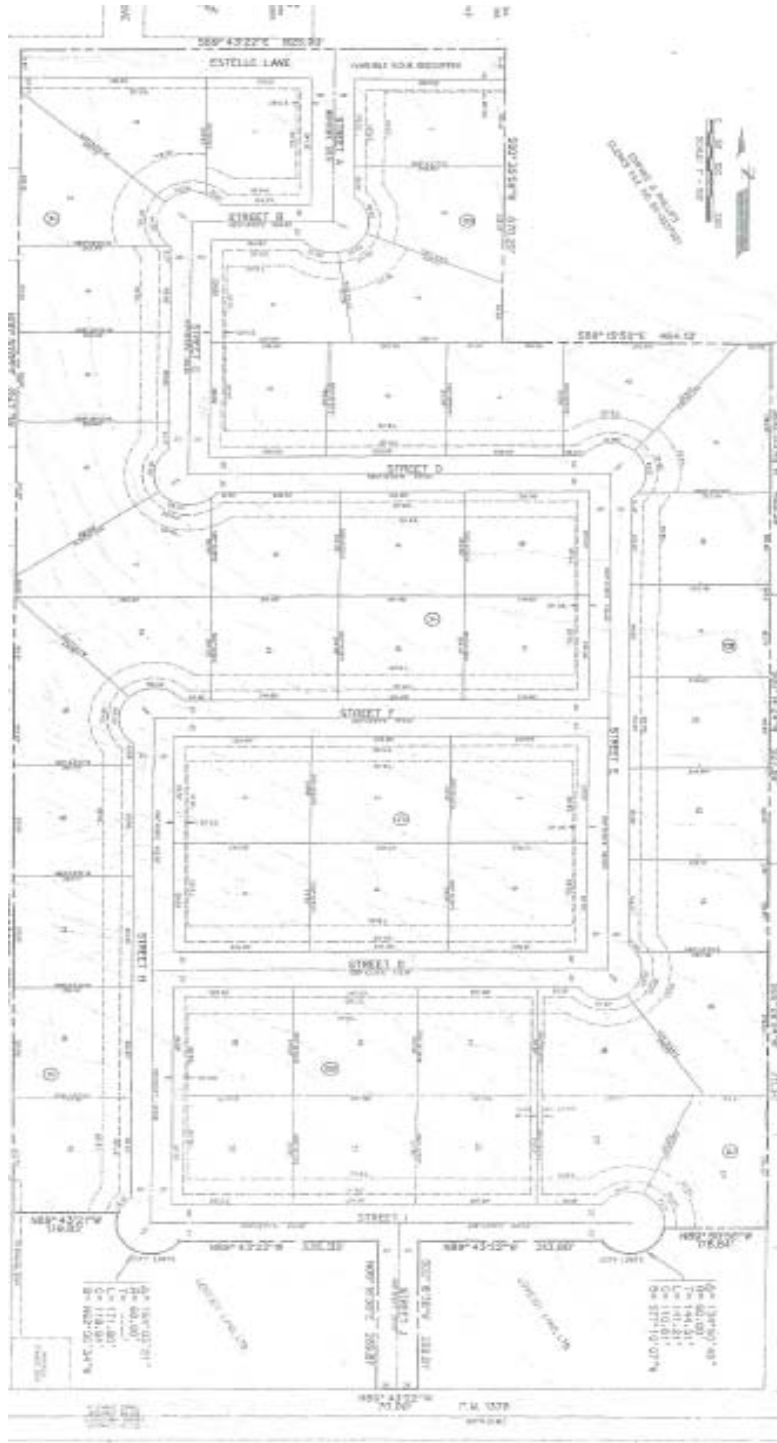
Thence, along said curve to the right for an arc distance of 171.80 feet (Chord Bearing North 62°00'34" West – 118.84 feet), to a to a ½ inch iron rod set;

Thence, North 89°43'21" West, for a distance of 179.82 feet, a to a ½ inch iron rod set in the west line of said 71.19 acre tract being in the east line of 2.00 acre tract, as described in Volume 948, Page 428, in the Deed Records of Collin County, Texas;

Thence, North 00°03'59" East, along the west line of said 71.19 acre tract and the east line of said 2.0 acre tract, at 62.28 feet passing a 5/8 inch rod found at the northeast corner of said 2.00 acre also being the southeast corner of said Cimarron Phase I, for a total distance of 1021.44 feet, a to a ½ inch iron rod set;

Thence, North 00°30'35" East, along said west line and with the east line of said Cimarron Phase I, for a distance of 1247.36 feet, to the POINT OF BEGINNING and containing 62.976 acres of land.

# Exhibit B Depiction Edgewood Estates





## **NOTICE OF PUBLIC HEARINGS TO CONSIDER ANNEXATION OF LAND**

NOTICE IS HEREBY GIVEN, that the City Council of the City of Lucas, Texas (the "City"), will hold two public hearings regarding the unilateral annexation of the property hereinafter described. The first public hearing will begin at 7:00 PM on November 7, 2013 and a second public hearing will held on November 21, 2013. Both public hearings will be held at the City of Lucas' City Hall located at 665 Country Club Road, Lucas, Texas. The property to be considered for annexation is located in Collin County, Texas, commonly known as Edgewood Estates, and described as follows:

BEING, a tract of land situated in the Benjamin Sparks Survey, Abstract No. 813, in Collin County, Texas, being a part of a 71.19 acre tract, as described in Volume 549, Page 333, in the Deed Records of Collin County, Texas, and more particular described as follows:

Beginning, at ½ inch iron rod set at the northeast corner of Cimarron Phase 1, an addition to the City of Lucas, as described in Volume, Page in the Plat Records of Collin County, Texas:

Thence, South 89° 43'22" East, along the north line of said 71.19 acre tract, for a distance of 825.00 feet, to a ½ inch rod set;

Thence, South 00° 35'59" West, along the east lines of the 71.19 acre tract, for a distance of 570.020 feet, to a ½ inch iron rod set;

Thence, South 89°15'50" East, continuing along said the east line, for a distance of 464.13 feet, to a to a ½ inch iron rod set;

Thence, South 00°03'46" West, continuing along said east line, for a distance of 485.39 feet, to a to a ½ inch iron rod set;

Thence, South 00°14'24" West, continuing along said east line, for a distance of 527.89 feet, to a to a ½ inch iron rod set;

Thence, South 00°09'04" West, continuing along said east line, for a distance of 711.34 feet, to a to a ½ inch iron rod set;

Thence, North 89°50'56" West, departing said east line, for a distance of 178.84 feet, to a to a ½ inch iron rod set on a non-tangent curve to the right, for an arc distance of 60.00 feet, a central angle of 134° 50'48" and a tangent of 144.31 feet;

Thence, along said curve to the right for an arc distance of 141.21 feet (Chord Bearing South 77°10'07" West – 110.81 feet), to a to a ½ inch iron rod set;  
Thence, North 89°43'22" West, for a distance of 313.80 feet, to a to a ½ inch iron rod set;  
Thence, South 00°16'38" West, for a distance of 289.81 feet, to a to a ½ inch iron rod set in the south line of said 71.19 acre tract also being in the north line of F.M. 1378 (90' R.O. W.);  
Thence, North 89°43'22" West, along said north and south lines, for a distance of 70.00 feet, to a to a ½ inch iron rod set;  
Thence, North 00°16'38" East, departing said north and south lines, for a distance of 289.81 feet, to a to a ½ inch iron rod set;  
Thence, North 89°43'22" West, for a distance of 335.35 feet, to a to a ½ inch iron rod set; on a non-tangent curve to the right, having a radius of 60.00 feet, a central angle of 164° 03'21";  
Thence, along said curve to the right for an arc distance of 171.80 feet (Chord Bearing North 62°00'34" West – 118.84 feet), to a to a ½ inch iron rod set;  
Thence, North 89°43'21" West, for a distance of 179.82 feet, a to a ½ inch iron rod set in the west line of said 71.19 acre tract being in the east line of 2.00 acre tract, as described in Volume 948, Page 428, in the Deed Records of Collin County, Texas;  
Thence, North 00°03'59" East, along the west line of said 71.19 acre tract and the east line of said 2.0 acre tract, at 62.28 feet passing a 5/8 inch rod found at the northeast corner of said 2.00 acre also being the southeast corner of said Cimarron Phase I, for a total distance of 1021.44 feet, a to a ½ inch iron rod set;  
Thence, North 00°30'35" East, along said west line and with the east line of said Cimarron Phase I, for a distance of 1247.36 feet, to the POINT OF BEGINNING and containing 62.976 acres of land.

I, Kathy Wingo, City Secretary of the City of Lucas, Texas, do hereby publish this notice in accordance with law and have on file in my office the service plan for such annexation.

Kathy Wingo, TRMC, MMC  
City Secretary



## City of Lucas Council Agenda Request

Council Meeting: November 21, 2013

Requestor: Joe Hilbourn

Prepared by: Donna Bradshaw

Account Code #: N/A

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

Budgeted Amount: \$ N/A

Exhibits:  Yes     No

### AGENDA SUBJECT:

Public Hearing/Discuss and Consider the unilateral annexation of a tract situated in the Montgomery Birch Survey, Abstract NO. 115 and being part of a tract of land described in deed recorded in Volume 1975, Page 744 of the Deed Records of Collin County, Texas and a 83.2327 acre parcel of land out of T. D. James Survey, Abstract NO. 477 and being part of a tract of land described in deed recorded in Volume 480, Page 141 of the Deed of Records of Collin County, Texas and being more particularly described as follows: BEGINNING at the Northeast of said 83.2327 acre tract for the POINT OF BEGINNING; THENCE South 01°47'06" West, a distance of 1559.81 feet to an iron rod found; THENCE South 88°18'53" East, a distance of 1158.69 feet to an iron rod found; THENCE South 02°30'00" East, a distance of 1282.52 feet to an iron rod found; THENCE North 60°35'42" East, a distance of 0.02 feet to an iron rod found; THENCE South 26°03'44" East, a distance of 29.62 feet to an iron rod found; THENCE South 49°46'37" West, a distance of 156.47 feet to an iron rod found; THENCE South 39°22'18" West, a distance of 682.78 feet to an iron rod found; THENCE North 87°39'20" West, a distance of 1535.59 feet to an iron rod found; THENCE North 02°44'57" East, a distance of 805.91 feet to an iron rod found; THENCE North 88°23'52" West, a distance of 568.39 feet to an iron rod found; THENCE North 18°17'35" West, a distance of 651.22 feet to an iron rod found; THENCE North 00° 11'32" East, a distance of 604.85 feet to an iron rod found; THENCE South 88°50'24" East, a distance of 390.20 feet to an iron rod found; THENCE North 01°50'24" East, a distance of 1464.26 feet to an iron rod found; THENCE South 88°31'45" East, a distance of 1203.50 feet to the POINT OF BEGINNING and containing 6,477,178 square feet, 148.6956 acres of land, more or less.

### RECOMMENDED ACTION:

Staff recommends annexing property as presented.

**SUMMARY:**

This is the 2<sup>nd</sup> Public Hearing, the 1<sup>st</sup> Public Hearing was held on November 7, 2013.

This is commonly known as Lakeview Downs located at the intersection of E. Lucas Road and Snider Lane.

This parcel is within the 1 mile ETJ of the City. All documentation supports annexation for this property:

- Metes & bounds verified
- Parcel is contiguous to the City

These parcels were recommended by Staff at the last annexation workshop and were approved by Council for consideration.

**MOTION:**

No action to be taken.

**APPROVED BY:** \_\_\_\_\_

Initial/Date

Department Director:         **JVH / 9/11/2013**



**Exhibit A**  
**Legal Description**  
**Lakeview Downs**

BEING a 65.4629 tract of land situated in the Montgomery Birch Survey, Abstract NO. 115 and being part of a tract of land described in deed recorded in Volume 1975, Page 744 of the Deed Records of Collin County, Texas and a 83.2327 acre parcel of land out of T. D. James Survey, Abstract NO. 477, and being part of a tract of land described in deed recorded in Volume 480, Page 141 of the Deed of Records of Collin County, Texas and being more particularly described as follows:

BEGINNING at the Northeast of said 83.2327 acre tract for the POINT OF BEGGING;

THENCE South 01°47'06" West, a distance of 1559.81 feet to an iron rod found;

THENCE South 88°18'53" East, a distance of 1158.69 feet to an iron rod found;

THENCE South 02°30'00" East, a distance of 1282.52 feet to an iron rod found;

THENCE North 60°35'42" East, a distance of 0.02 feet to an iron rod found;

THENCE South 26°03'44" East, a distance of 29.62 feet to an iron rod found;

THENCE South 49°46'37" West, a distance of 156.47 feet to an iron rod found;

THENCE South 39°22'18" West, a distance of 682.78 feet to an iron rod found;

THENCE North 87°39'20" West, a distance of 1535.59 feet to an iron rod found;

THENCE North 02°44'57" East, a distance of 805.91 feet to an iron rod found;

THENCE North 88°23'52" West, a distance of 568.39 feet to an iron rod found;

THENCE North 18°17'35" West, a distance of 651.22 feet to an iron rod found;

THENCE North 00° 11'32" East, a distance of 604.85 feet to an iron rod found;

THENCE South 88°50'24" East, a distance of 390.20 feet to an iron rod found;

THENCE North 01°50'24" East, a distance of 1464.26 feet to an iron rod found;

THENCE South 88°31'45" East, a distance of 1203.50 feet to the POINT OF BEGINNING and containing 6477178 square feet, 148.6956 acres of land, more or less.

**Exhibit B**  
**Continued Depiction**  
**Lakeview Downs**





## **NOTICE OF PUBLIC HEARINGS TO CONSIDER ANNEXATION OF LAND**

NOTICE IS HEREBY GIVEN, that the City Council of the City of Lucas, Texas (the "City"), will hold two public hearings regarding the unilateral annexation of the property hereinafter described. The first public hearing will begin at 7:00 PM on November 7, 2013 and a second public hearing will held on November 21, 2013. Both public hearings will be held at the City of Lucas' City Hall located at 665 Country Club Road, Lucas, Texas. The property to be considered for annexation is located in Collin County, Texas, commonly known as Lakeview Downs located at the intersection of E. Lucas Road and Snider Lane, and described as follows:

BEING a 65.4629 tract of land situated in the Montgomery Birch Survey, Abstract NO. 115 and being part of a tract of land described in deed recorded in Volume 1975, Page 744 of the Deed Records of Collin County, Texas and a 83.2327 acre parcel of land out of T. D. James Survey, Abstract NO. 477 and being part of a tract of land described in deed recorded in Volume 480, Page 141 of the Deed of Records of Collin County, Texas and being more particularly described as follows:

BEGINNING at the Northeast of said 83.2327 acre tract for the POINT OF BEGINNING;

THENCE South 01°47'06" West, a distance of 1559.81 feet to an iron rod found;

THENCE South 88°18'53" East, a distance of 1158.69 feet to an iron rod found;

THENCE South 02°30'00" East, a distance of 1282.52 feet to an iron rod found;

THENCE North 60°35'42" East, a distance of 0.02 feet to an iron rod found;

THENCE South 26°03'44" East, a distance of 29.62 feet to an iron rod found;

THENCE South 49°46'37" West, a distance of 156.47 feet to an iron rod found;

THENCE South 39°22'18" West, a distance of 682.78 feet to an iron rod found;

THENCE North 87°39'20" West, a distance of 1535.59 feet to an iron rod found;

THENCE North 02°44'57" East, a distance of 805.91 feet to an iron rod found;

THENCE North 88°23'52" West, a distance of 568.39 feet to an iron rod found;

THENCE North 18°17'35" West, a distance of 651.22 feet to an iron rod found;

THENCE North 00° 11'32" East, a distance of 604.85 feet to an iron rod found;

THENCE South 88°50'24" East, a distance of 390.20 feet to an iron rod found;

THENCE North 01°50'24" East, a distance of 1464.26 feet to an iron rod found;

THENCE South 88°31'45" East, a distance of 1203.50 feet to the POINT OF BEGINNING and containing 6,477,178 square feet, 148.6956 acres of land, more or less.

I, Kathy Wingo, City Secretary of the City of Lucas, Texas, do hereby publish this notice in accordance with law and have on file in my office the service plan for such annexation.

Kathy Wingo, TRMC, MMC  
City Secretary



## City of Lucas Council Agenda Request

Council Meeting: November 21, 2013

Requestor: Joe Hilbourn

Prepared by: Donna Bradshaw

Account Code #: N/A

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

Budgeted Amount: \$ N/A

Exhibits:  Yes  No

### AGENDA SUBJECT:

Public Hearing/Discuss and Consider the unilateral annexation of a 9.474 ACRE TRACT OF LAND OUT OF THE MONTGOMERY BIRCH SURVEY, ABSTRACT 115, COLLIN COUNTY, TEXAS, BEING THE REMAINDER OF A 39.73 ACRE TRACT OF LAND AS DEEDED TO OWEN GEORGE AND RECORDED IN VOLUME 550, PAGE 165 OF THE DEED RECORDS OF COLLIN COUNTY, TEXAS (DRCCT), AS SHOWN ON THE ATTACHED EXHIBIT "B" AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: The POINT OF BEGINNING is a Corps of Engineers (COE) monument at the southernmost corner of the remainder tract herein described, said point being the westernmost corner of Right of Way as deeded to the State of Texas (TxDOT) and recorded Volume 945, Page 149, DRCCT, and being the northeast corner of tract 4405-1 as deeded to the United States of America (USA) for the Lake Lavon Reservoir and recorded in Volume 738, Page 124, DRCCT; THENCE North 37°42' West, departing said Right of Way line and crossing said Owen George tract with the northeast line of said USA tract, a distance of 909.70 feet to COE monument No. 4405-2, said point being on the north line of said Owen George tract; THENCE South 87°31' East, with the north line of said Owen George tract, a distance of 1237.14 feet to a stake marking the northeast corner of the Owen George remainder tract, and being the northwest corner of said TxDOT Right of Way tract; THENCE South 51°12' West with the northwest line of the Right of Way for FM 3286, a distance of 168.07 feet to a stake at the beginning of a tangent curve to the left; THENCE with said curving Right of Way having a radius of 2924.79, through a central angle of 10°23', an arc distance of 530.04 feet, and having a chord which bears South 46°00'30" West, a distance of 529.32 feet to a stake at the point of tangent; THENCE South 40°49' West, with said Right of Way line, a distance of 256.88 feet to the POINT OF BEGINNING, and containing 9.474 acres of land.

### RECOMMENDED ACTION:

Staff recommends annexing property as presented.

**SUMMARY:**

This is the 2<sup>nd</sup> Public Hearing, the 1<sup>st</sup> Public Hearing was held on November 7, 2013.

This tract is owned by Owen George and located off E. Lucas Road.

This parcel is within the 1 mile ETJ of the City. All documentation supports annexation for this property:

- metes & bounds verified
- Parcel is contiguous to the City

These parcels were recommended by Staff at the last annexation workshop and were approved by Council for consideration.

**MOTION:**

No action to be taken.

**APPROVED BY:** \_\_\_\_\_

Initial/Date

Department Director:         **JVH / 9/11/2013**

## EXHIBIT "A"

CITY OF LUCAS, TEXAS  
ANNEXATION LANDS  
OWEN GEORGE TRACT

## DESCRIPTION

A 9.474 ACRE TRACT OF LAND OUT OF THE MONTGOMERY BIRCH SURVEY, ABSTRACT 115, COLLIN COUNTY, TEXAS, BEING THE REMAINDER OF A 39.73 ACRE TRACT OF LAND AS DEEDED TO OWEN GEORGE AND RECORDED IN VOLUME 550, PAGE 165 OF THE DEED RECORDS OF COLLIN COUNTY, TEXAS (DRCCT), AS SHOWN ON THE ATTACHED EXHIBIT "B" AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

The POINT OF BEGINNING is a Corps of Engineers (COE) monument at the southernmost corner of the remainder tract herein described, said point being the westernmost corner of Right of Way as deeded to the State of Texas (TxDOT) and recorded Volume 945, Page 149, DRCCT, and being the northeast corner of tract 4405-1 as deeded to the United States of America (USA) for the Lake Lavon Reservoir and recorded in Volume 738, Page 124, DRCCT;

THENCE North 37°42' West, departing said Right of Way line and crossing said Owen George tract with the northeast line of said USA tract, a distance of 909.70 feet to COE monument No. 4405-2, said point being on the north line of said Owen George tract;

THENCE South 87°31' East, with the north line of said Owen George tract, a distance of 1237.14 feet to a stake marking the northeast corner of the Owen George remainder tract, and being the northwest corner of said TxDOT Right of Way tract;

THENCE South 51°12' West with the northwest line of the Right of Way for FM 3286, a distance of 168.07 feet to a stake at the beginning of a tangent curve to the left;

THENCE with said curving Right of Way having a radius of 2924.79, through a central angle of 10°23', an arc distance of 530.04 feet, and having a chord which bears South 46°00'30" West, a distance of 529.32 feet to a stake at the point of tangent;

THENCE South 40°49' West, with said Right of Way line, a distance of 256.88 feet to the POINT OF BEGINNING, and containing 9.474 acres of land.

## NOTES:

THIS DESCRIPTION IS BASED ON RECORD INFORMATION. THE BEARINGS, DISTANCES, AND MONUMENT STATUS HAS NOT BEEN VERIFIED BY A FIELD SURVEY.

USA DOCUMENT (738/124) AND TxDOT DOCUMENT (945/149) ARE ON THE SAME BEARING BASIS.

ALL BEARINGS FOR THE ORIGINAL OWEN GEORGE DOCUMENT (550/165) ARE ROTATED CLOCKWISE 2°29'.







## **NOTICE OF PUBLIC HEARINGS TO CONSIDER ANNEXATION OF LAND**

NOTICE IS HEREBY GIVEN, that the City Council of the City of Lucas, Texas (the "City"), will hold two public hearings regarding the unilateral annexation of the property hereinafter described. The first public hearing will begin at 7:00 PM on November 7, 2013 and a second public hearing will held on November 21, 2013. Both public hearings will be held at the City of Lucas' City Hall located at 665 Country Club Road, Lucas, Texas. The property to be considered for annexation is located in Collin County, Texas, owned by Owen George and located off E. Lucas Road, and described as follows:

A 9.474 ACRE TRACT OF LAND OUT OF THE MONTGOMERY BIRCH SURVEY, ABSTRACT 115, COLLIN COUNTY, TEXAS, BEING THE REMAINDER OF A 39.73 ACRE TRACT OF LAND AS DEEDED TO OWEN GEORGE AND RECORDED IN VOLUME 550, PAGE 165 OF THE DEED RECORDS OF COLLIN COUNTY, TEXAS (DRCCT), AS SHOWN ON THE ATTACHED EXHIBIT "B" AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

The POINT OF BEGINNING is a Corps of Engineers (COE) monument at the southernmost corner of the remainder tract herein described, said point being the westernmost corner of Right of Way as deeded to the State of Texas (TxDOT) and recorded Volume 945, Page 149, DRCCT, and being the northeast corner of tract 4405-1 as deeded to the United States of America (USA) for the Lake Lavon Reservoir and recorded in Volume 738, Page 124, DRCCT;

THENCE North 37°42' West, departing said Right of Way line and crossing said Owen George tract with the northeast line of said USA tract, a distance of 909.70 feet to COE monument No. 4405-2, said point being on the north line of said Owen George tract;

THENCE South 87°31' East, with the north line of said Owen George tract, a distance of 1237.14 feet to a stake marking the northeast corner of the Owen George remainder tract, and being the northwest corner of said TxDOT Right of

Way tract;

THENCE South  $51^{\circ}12'$  West with the northwest line of the Right of Way for FM 3286, a distance of 168.07 feet to a stake at the beginning of a tangent curve to the left;

THENCE with said curving Right of Way having a radius of 2924.79, through a central angle of  $10^{\circ}23'$ , an arc distance of 530.04 feet, and having a chord which bears South  $46^{\circ}00'30''$  West, a distance of 529.32 feet to a stake at the point of tangent;

THENCE South  $40^{\circ}49'$  West, with said Right of Way line, a distance of 256.88 feet to the POINT OF BEGINNING, and containing 9.474 acres of land.

I, Kathy Wingo, City Secretary of the City of Lucas, Texas, do hereby publish this notice in accordance with law and have on file in my office the service plan for such annexation.

Kathy Wingo, TRMC, MMC  
City Secretary



**City of Lucas  
Council Agenda Request**

Council Meeting: November 21, 2013

Requestor: Kathy Wingo

Prepared by: Kathy Wingo

Account Code #: N/A

Date Prepared: November 12, 2013

Budgeted Amount: \$ N/A

Exhibits:  Yes     No

**AGENDA SUBJECT:**

Discuss and Consider approval of the minutes from the November 7, 2013 City Council Regular and the November 13, 2013 City Council Special meetings.

**RECOMMENDED ACTION:**

Approve as presented.

**SUMMARY:**

See attached.

**MOTION:**

I make a Motion to approve minutes from the November 7, 2013 City Council Regular and the November 13, 2013 City Council Special meetings as presented.

**APPROVED BY:** \_\_\_\_\_

Initial/Date

Department Director: \_\_\_\_\_ / \_\_\_\_\_

City Manager: \_\_\_\_\_ / \_\_\_\_\_



**City Council Meeting  
November 7, 2013, at 7:00 PM  
City Hall - 665 Country Club Road  
Minutes**

**Call to Order**

Mayor Rebecca Mark called the meeting to order at 7:00 p.m.

Present/Absent:

Mayor Rebecca Mark	Mayor Pro Tem Kathleen Peele
Councilmember Wayne Millsap	Councilmember Jim Olk
Councilmember Steve Duke	Councilmember Philip Lawrence
Councilmember Debbie Fisher	Administrative Asst. Jennifer Faircloth
Interim City Manager Dan Savage	Fire Chief Jim Kitchens
Development Services Director Joe Hilbourn	

It was determined that a Quorum was present.  
Everyone was reminded to turn off or silence cell phones.  
Councilmember Wayne Millsap led everyone in saying the Pledge of Allegiance.

**Citizens' Input**

1) Citizens' Input.

There was no one present who wished to speak during Citizens' Input.

**Community Interest**

2) Items of Community Interest.

Interim City Manager Dan Savage gave an update as to the election flier that was sent out to many of the residents that live in the Lovejoy ISD school district. The flier mailed used the address of City Hall as the return address. When this was brought to the City's attention, we contacted the printer that was responsible for this flier. The printer indicated that when the flier was requested to be printed it did not have a return address, which is required by the Post Office. The Post Office would not accept the flier for mailing without a return address. The printer took it upon herself to go ahead and use the address of City Hall, the flier was then mailed out. Interim City Manager Dan Savage asked the printer to mail out a letter of apology to everyone that received the original flier, the citizens should have received the letter

on Friday or perhaps Saturday. There is a process that a citizen has to go through to file a formal complaint. Interim City Manager Dan Savage stated that he had filed a formal complaint with the Texas Election Commission on behalf of the City to let them know what happened so that there is a record of what happened. Included with the formal complaint was several pieces of correspondence and also the letter of apology from the printer. The Council was advised of this issue and I feel it was important to set the record straight. Interim City Manager Dan Savage is unsure what the Texas Ethics Commission will do with this and stated that from his perspective the matter was closed.

Councilmember Jim Olk wanted to thank all the volunteers for Founder's Day. This year's event was a great success.

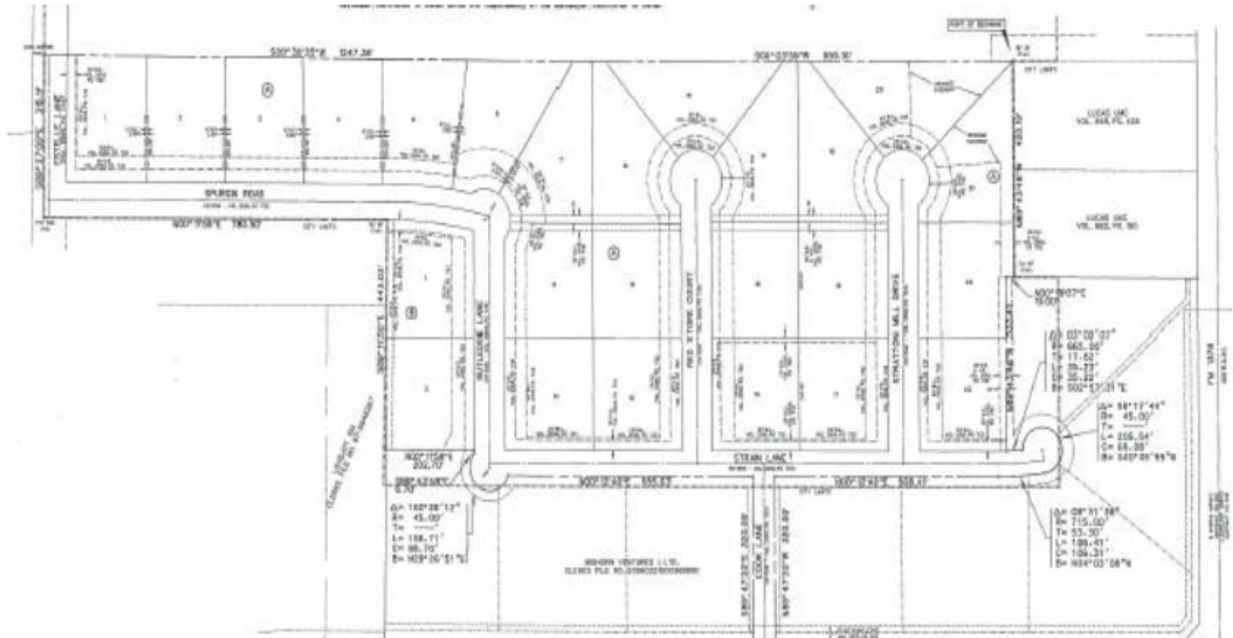
## Public Hearings

- 3) Public Hearing/Discuss and Consider the unilateral annexation of a tract of land situated in the Benjamin Sparks Survey, Abstract NO. 813, in Collin County, Texas, being out of a 70.00 acre tract, as described in Volume 3928, Page 145, in the Deed Records of Collin County, Texas, and being more particularly described as follows: BEGINNING, at a 5/8 inch iron rod found the northwest corner of Lucas UMC, and addition to the City of Lucas, as described in Volume 948, Page 145, in said deed records; THENCE, North 89° 43'48" West, for a distance of 420.19 feet, to a 1/2 inch iron rod found at the northwest corner of Lucas UMC; THENCE, North 00° 19'07" East, for a distance of 19.00 feet, to a 1/2 inch iron rod set; THENCE, North 89° 43'48" West, for a distance of 333.41 feet, to a 1/2 inch iron set on a non-tangent curve to the left, having a radius of 665.00 feet, a central angle of 01°18'37", and a tangent of 7.60 feet; THENCE, along said curve to the left for an arc distance of 15.21 feet (Chord Bearing South 02° 05'44" East 15.21 feet), to a 1/2 inch iron rod set a curve to the right, having a radius of 65.00 feet, a central angle of 97°11'21"; THENCE, along said curve to the right for arc distance of 15.21 feet (Chord Bearing South 40° 16'44" East 15.21 feet), to a 1/2 inch iron rod set at the point of compound curvature of a curve to the right, having a radius of 735.00 feet, a central angle of 08°31'36", and a tangent of 54.79 feet; THENCE, along said curve to the right for an arc distance of 109.38 feet (Chord Bearing North 04° 03'08" West 109.28 feet), to a 1/2 inch iron rod set at the point of tangency; THENCE, North 00° 12'40" East, for a distance of 180.90 feet, to a 1/2 inch iron rod set; THENCE, North 89° 43'48" West, for a distance of 300.00 feet, to a 1/2 inch iron rod set, in the east line of F.M. 1378 (90 R.O.W.); THENCE, North 00° 12'40" East, along the east line of said F.M. 1378, for a distance of 70.00 feet, to 1/2 inch iron rod set; THENCE, South 89° 43'48" East, departing said east line, for a distance of 300.00 feet, to a 1/2 inch iron rod set; THENCE, North, 00° 12'40" East, for a distance of 856.23 feet, to a 1/2 inch iron rod set on a non-tangent curve to the right, having a radius of 60.00 feet, a central angle of 179° 59'07"; THENCE, along said curve to the right for an arc distance of 188.513 feet (Chord Bearing North 35° 54'14" East 120.00 feet), to a

½ inch iron rod set; THENCE, North 00° 11'59" East, for a distance of 188.93 feet, to a ½ inch iron rod set in the south line of Lovejoy Elementary school No. 2, and addition to the city of Lucas, as described in Clerks File NO. 97-0045267, in said Deed Records; THENCE, South 89°11' 30" East, along the east line of said Lovejoy Elementary, for a distance of 780.50 feet, to a p/k nail found being in the north line of said 70.00 acre tract; THENCE, South 89° 27'06" East, along said north line, for a distance of 315.11 feet. To ½ inch iron rod set at northeast corner of said 70.00 acre tract; THENCE, South 00° 30'35" West, along the east line of said 70.00 acre tract, for a distance of 1247.36 feet, to a ½ inch iron rod set; THENCE, South 00° 03'59" West, along said east line, for a distance of 959.16 feet, to the point of BEGINNING and containing 32.978 acres of land. [Commonly known as Cimarron Estates. This is the 1st Public Hearing, the 2nd Public Hearing will be held on November 21, 2013] [Hilbourn]

Community Service Director Joe Hilbourn came forward to address the Council regarding the property to be annexed.





The Public Hearing was opened at 7:07 p.m.

Dan Olsen, 805 Stratton Dr., asked what are the benefits for us to be annexed? City Attorney Joe Gorfida responded to Mr. Olsen by saying normally what the Council does is take the public input and then if there are questions staff could respond to those. Mr. Olsen had a few other things to address with Council, one being mosquito infestation control. There are a couple of issues in our neighborhood that are not fully resolved. One is the drainage in back along the ponds. I do not believe there is ample drainage there I believe that is a health concern. I am in hope that the City will look into this issue.

Mayor Rebecca Mark commented that in this month's newsletter on the front page there is an article that outlines why a city wants to annex land that is not in their city limits. The City certainly can give you the same information tonight.

Interim City Manager Dan Savage stated that on Council's agenda tonight is a purchase of an ambulance and other medical equipment. Next Spring the City will take over the ambulance service for the city limits, not the unincorporated areas. The unincorporated areas will continue to be served by East Texas Medical Group that is based out of the Wylie Fire Station. This could result in longer response times for areas depending on many different factors. This service will be beneficial not only to people that are to be annexed through this annexation process but the rest of the citizens of Lucas. At some point in the future there will be a need for street maintenance in this area. This is a fairly expensive proposition and if not in the city limits the city would not take on that issue.

Councilmember Jim Olk asked if this annexation is part of cleaning up the city's boundaries. Development Services Director Joe Hilbourn responded by saying yes

The Public Hearing was closed at 7:15 p.m.

No action taken, the 2nd Public Hearing will be held the November 21, 2013 meeting.

- 4) Public Hearing/Discuss and Consider the unilateral annexation of a tract situated in the Benjamin Sparks Survey, Abstract No. 813, in Collin County, Texas, being a part of a 71.19 acre tract, as described in Volume 549, Page 333, in the Deed Records of Collin County, Texas, and more particular described as follows: Beginning, at ½ inch iron rod set at the northeast corner of Cimarron Phase 1, an addition to the City of Lucas, as described in Volume, Page in the Plat Records of Collin County, Texas: Thence, South 89° 43'22" East, along the north line of said 71.19 acre tract, for a distance of 825.00 feet, to a ½ inch rod set; Thence, South 00° 35'59" West, along the east lines of the 71.19 acre tract, for a distance of 570.020 feet, to a ½ inch iron rod set; Thence, South 89°15'50" East, continuing along said the east line, for a distance of 464.13 feet, to a to a ½ inch iron rod set; Thence, South 00°03'46" West, continuing along said east line, for a distance of 485.39 feet, to a to a ½ inch iron rod set; Thence, South 00°14'24" West, continuing along said east line, for a distance of 527.89 feet, to a to a ½ inch iron rod set; Thence, South 00°09'04" West, continuing along said east line, for a distance of 711.34 feet, to a to a ½ inch iron rod set; Thence, North 89°50'56" West, departing said east line, for a distance of 178.84 feet, to a to a ½ inch iron rod set on a non-tangent curve to the right, for an arc distance of 60.00 feet, a central angle of 134° 50'48" and a tangent of 144.31 feet; Thence, along said curve to the right for an arc distance of 141.21 feet (Chord Bearing South 77°10'07" West – 110.81 feet), to a to a ½ inch iron rod set; Thence, North 89°43'22" West, for a distance of 313.80 feet, to a to a ½ inch iron rod set; Thence, South 00°16'38" West, for a distance of 289.81 feet, to a to a ½ inch iron rod set in the south line of said 71.19 acre tract also being in the north line of F.M. 1378 (90' R.O. W.); Thence, North 89°43'22" West, along said north and south lines, for a distance of 70.00 feet, to a to a ½ inch iron rod set; Thence, North 00°16'38" East, departing said north and south lines, for a distance of 289.81 feet, to a to a ½ inch iron rod set; Thence, North 89°43'22" West, for a distance of 335.35 feet, to a to a ½ inch iron rod set; on a non-tangent curve to the right, having a radius of 60.00 feet, a central angle of 164° 03'21"; Thence, along said curve to the right for an arc distance of 171.80 feet (Chord Bearing North 62°00'34" West – 118.84 feet), to a to a ½ inch iron rod set; Thence, North 89°43'21" West, for a distance of 179.82 feet, a to a ½ inch iron rod set in the west line of said 71.19 acre tract being in the east line of 2.00 acre tract, as described in Volume 948, Page 428, in the Deed Records of Collin County, Texas; Thence, North 00°03'59" East, along the west line of said 71.19 acre tract and the east line of said 2.0 acre tract, at 62.28 feet passing a 5/8 inch rod found at the northeast corner of said 2.00 acre also being the southeast corner of said Cimarron



Phase I, for a total distance of 1021.44 feet, a to a ½ inch iron rod set; Thence, North 00°30'35" East, along said west line and with the east line of said Cimarron Phase I, for a distance of 1247.36 feet, to the POINT OF BEGINNING and containing 62.976 acres of land. **[Commonly known as Edgewood Estates. This is the 1<sup>st</sup> Public Hearing, the 2<sup>nd</sup> Public Hearing will be held on November 21, 2013] [Hilbourn]**

The Public Hearing was closed at 7:20 p.m.

Tiffany Reiner, 207 Lee Drive, stated that after reading the city newsletter, one of the benefits discussed was weed control. Ms. Reiner's lot abuts a city lot and has followed all city procedures. There is nothing being done to control the weeds on that City's lot. There is also a major drainage issue in the back of the lot which abuts Mr. Olsen's lot and on the side of the city lot. There is a major mosquito problem due to the drainage issue. It is Ms. Reiner's understanding that if the ground does not dry within seventy-two hours there is a drainage problem. In the City newsletter you mentioned weed control as a benefit to annexation but the City has not taken care of this lot. We have been up to City Hall multiple times and nothing has been done. We have considered selling due to the issues that are not being resolved.

Diane Redmond, 1930 Marylee Lane, said she was not in favor of the annexations for the reasons discussed tonight. The impact fees paid by the developer were passed on to me and in this subdivision the homeowners were not required to pay those fees. It seems like the City of Lucas is coming in on their white horse trying to clean up some of the items, like the drainage issue, that the developer should have been responsible for. For this reason, I am against the annexation.

The Public Hearing was closed at 7:25 p.m.

Councilmember Debbie Fisher asked if the City owns any lots in this subdivision. There are four lots in Edgewood that are in the city limits but not owned by the City so that issue would be a Code Enforcement issue. The City would not have any responsibility to take care of the property.

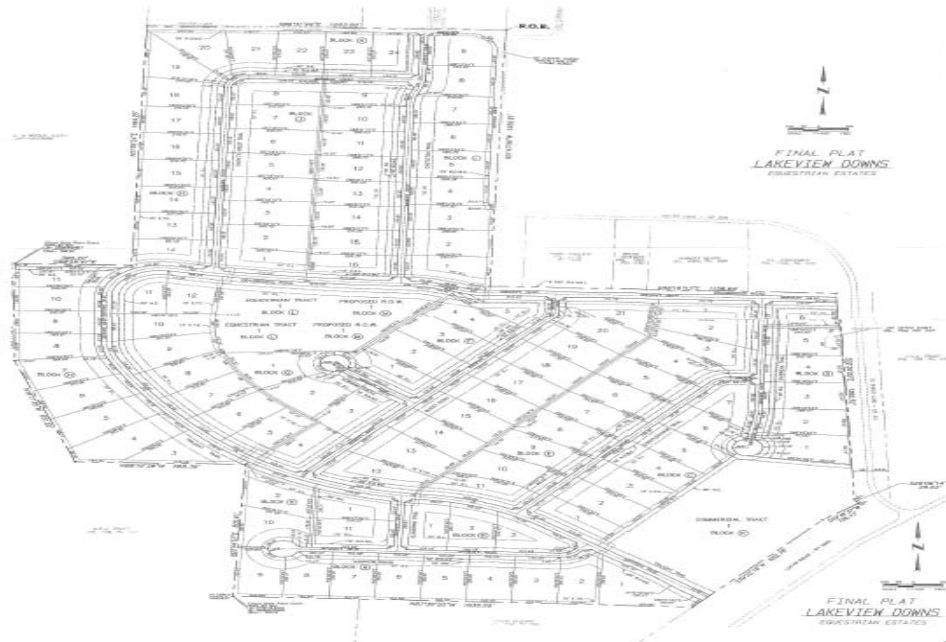
No action taken, the 2nd Public Hearing will be held the November 21, 2013 meeting.

- 5) Public Hearing/Discuss and Consider the unilateral annexation of a tract situated in the Montgomery Birch Survey, Abstract NO. 115 and being part of a tract of land described in deed recorded in Volume 1975, Page 744 of the Deed Records of Collin County, Texas and an 83.2327 acre parcel of land out of T. D. James Survey, Abstract NO. 477 and being part of a tract of land described in deed recorded in Volume 480, Page 141 of the Deed of Records of Collin County, Texas and being

more particularly described as follows: BEGINNING at the Northeast of said 83.2327 acre tract for the POINT OF BEGINNING; THENCE South 01°47'06" West, a distance of 1559.81 feet to an iron rod found; THENCE South 88°18'53" East, a distance of 1158.69 feet to an iron rod found; THENCE South 02°30'00" East, a distance of 1282.52 feet to an iron rod found; THENCE North 60°35'42" East, a distance of 0.02 feet to an iron rod found; THENCE South 26°03'44" East, a distance of 29.62 feet to an iron rod found; THENCE South 49°46'37" West, a distance of 156.47 feet to an iron rod found; THENCE South 39°22'18" West, a distance of 682.78 feet to an iron rod found; THENCE North 87°39'20" West, a distance of 1535.59 feet to an iron rod found; THENCE North 02°44'57" East, a distance of 805.91 feet to an iron rod found; THENCE North 88°23'52" West, a distance of 568.39 feet to an iron rod found; THENCE North 18°17'35" West, a distance of 651.22 feet to an iron rod found; THENCE North 00° 11'32" East, a distance of 604.85 feet to an iron rod found; THENCE South 88°50'24" East, a distance of 390.20 feet to an iron rod found; THENCE North 01°50'24" East, a distance of 1464.26 feet to an iron rod found; THENCE South 88°31'45" East, a distance of 1203.50 feet to the POINT OF BEGINNING and containing 6,477,178 square feet, 148.6956 acres of land, more or less. **[Commonly known as Lakeview Downs located at the intersection of E. Lucas Road and Snider Lane. This is the 1<sup>st</sup> Public Hearing, the 2<sup>nd</sup> Public Hearing will be held on November 21, 2013]** [Hilbourn]

Development Services Director Joe Hilbourn came forward to address the Council regarding the property to be annexed.





Councilmember Jim Olk asked if there were any existing improvements at this time. There are no improvements currently. There is a development agreement on this property that does not address annexation.

Mayor Pro Tem Kathleen asked as part of the development agreement was there a waterline improvement that was to happen prior to development? Development Service Director Joe Hilbourn stated that before construction the developer was to replace the waterline on Snider Lane from Shady Lane to the subdivision. Was this addressed awhile back with a smaller development? No, the City allowed Monte Carlo Estates to connect to the existing line. There are no changes to the plat that was approved in 2006 is that correct? Yes, this is the same plat.

Mayor Pro Tem Kathleen Peele requested Council convene into Executive Session to seek counsel from the City Attorney.

City Council may convene into executive session in accordance with Local Government Code all decisions must be made in open session. As authorized by Section 551.0712 of the Texas Government Code the City Council may convene in closed Executive Session for the purpose of seeking confidential legal advice from the City Attorney regarding any item on the agenda at any time during the meeting.

The City Council convened into Executive Session at 7:31 p.m.

The City Council reconvened at 7:36 p.m., with no action being taken.

The Public Hearing was opened at 7:36 p.m.

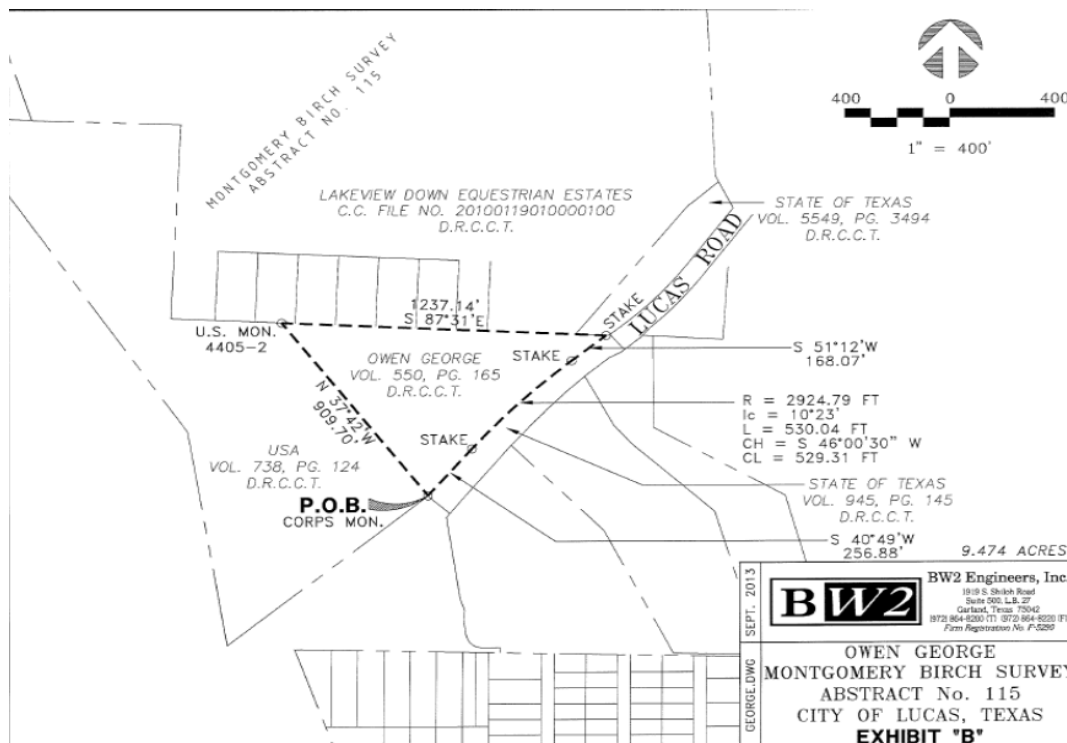
There was no one present who wished to speak FOR or AGAINST this item.

The Public Hearing was closed at 7:36 p.m.

No action taken, the 2nd Public Hearing will be held the November 21, 2013 meeting.

- 6) Public Hearing/Discuss and Consider the unilateral annexation of a 9.474 ACRE TRACT OF LAND OUT OF THE MONTGOMERY BIRCH SURVEY, ABSTRACT 115, COLLIN COUNTY, TEXAS, BEING THE REMAINDER OF A 39.73 ACRE TRACT OF LAND AS DEEDED TO OWEN GEORGE AND RECORDED IN VOLUME 550, PAGE 165 OF THE DEED RECORDS OF COLLIN COUNTY, TEXAS (DRCCT), AS SHOWN ON THE ATTACHED EXHIBIT "B" AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: The POINT OF BEGINNING is a Corps of Engineers (COE) monument at the southernmost corner of the remainder tract herein described, said point being the westernmost corner of Right of Way as deeded to the State of Texas (TxDOT) and recorded Volume 945, Page 149, DRCCT, and being the northeast corner of tract 4405-1 as deeded to the United States of America (USA) for the Lake Lavon Reservoir and recorded in Volume 738, Page 124, DRCCT; THENCE North 37°42' West, departing said Right of Way line and crossing said Owen George tract with the northeast line of said USA tract, a distance of 909.70 feet to COE monument No. 4405-2, said point being on the north line of said Owen George tract; THENCE South 87°31' East, with the north line of said Owen George tract, a distance of 1237.14 feet to a stake marking the northeast corner of the Owen George remainder tract, and being the northwest corner of said TxDOT Right of Way tract; THENCE South 51°12' West with the northwest line of the Right of Way for FM 3286, a distance of 168.07 feet to a stake at the beginning of a tangent curve to the left; THENCE with said curving Right of Way having a radius of 2924.79, through a central angle of 10°23', an arc distance of 530.04 feet, and having a chord which bears South 46°00'30" West, a distance of 529.32 feet to a stake at the point of tangent; THENCE South 40°49' West, with said Right of Way line, a distance of 256.88 feet to the POINT OF BEGINNING, and containing 9.474 acres of land. **[Owned by Owen George and is located off E. Lucas Road. This is the 1<sup>st</sup> Public Hearing, the 2<sup>nd</sup> Public Hearing will be held on November 21, 2013] [Hilbourn]**

Development Services Director Joe Hilbourn came forward to address the Council regarding the property to be annexed.



The Public Hearing was opened at 7:39 p.m.

Michelle Birch, 2089 Okle Court, McKinney, stated what she and her husband, Robert, have owned Birch Fireworks for the last two years, it was formally Lavon Fireworks. We would like to thank you for allowing us to remain at the current location. We have been in business for 30 years and many of your citizens are our customers. We provide a place for people to shoot off the fireworks that prevent your citizens from shooting the fireworks off in your city limits. We want to continue to provide this service to the City of Lucas and ask for an extension of at least five years to continue the business.

Dan Olsen, 805 Stratton Drive, came forward to agree with the Birch's comments. I shot fireworks there this year and enjoyed it very much. I hope the City continues to allow them to do business at the current location.

The Public Hearing was closed at 7:44 p.m.

Councilmember Philip Lawrence made the comment that he was adamantly against preventing someone from continuing a business. There are certain things that a City must do I hope this does not affect anyone's business.

No action taken, the 2nd Public Hearing will be held the November 21, 2013 meeting.

## Regular Agenda

- 7) Discuss and Consider approval of the minutes from the October 17, 2013 City Council meeting. [Wingo]

Councilmember Jim Olk requested the following changes to the October 17, 2013 City Council minutes: page six of seven, the third paragraph says discuss and consider the three and the number 4 is in the parentheses, this needs to be corrected. On page seven of seven, the motion was made to negotiate with Government Capital for the lease purchase option of a new ambulance. I did vote nay, however, I have asked Ms. Wingo to note that I desired American National to be given the loan and that I was not voting against the ambulance.

**MOTION:** Councilmember Jim Ok made a Motion to approve minutes of the October 17, 2013 City Council meeting with corrections. Councilmember Steve Duke seconded the Motion. Motion carried. Vote: 7-0.

- 8) Discuss and Consider the approval of Amendment One of the Owner/Architect Agreement between the City of Lucas and Wiginton Hooker Jeffry, P.C. revising the total estimated cost for Basic Services for the Lucas Fire Station Expansion Project in the amount of \$310,000. [Savage]

The original agreement called for a smaller building and a budget amount of \$1.6 million dollars which included the construction cost as well as architectural fees of \$209,000. At the October 3<sup>rd</sup> meeting you approved the schematic design for the Fire Station addition and it is a larger building. The budget estimate for that building including the construction cost and engineering cost is \$2.8 million. The signed agreement has the \$209,000 figure I asked the architect to prepare a revised amendment to reflect the revised based on the larger building. If you will recall the briefing that was given on October 3<sup>rd</sup> the estimate for the architect fees was \$321,000. This amendment is for \$310,000 in the original agreement was based on a 9.5% fee for the architect based on the actual construction cost. There is a possibility later on that an addition or deduction will be in order for this. I do request that Council approve the amendment so we do have an agreement that is more in line with the project.

**MOTION:** Mayor Pro Tem Kathleen Peele made a Motion to approve the Amendment One of the Owner/Architect Agreement between the City of Lucas and Wiginton Hooker Jeffry, P.C. revising the total estimated cost for Basic Services for the Lucas Fire Station Expansion Project in the amount of \$310,000. Councilmember Philip Lawrence seconded the Motion. Motion carried. Vote: 7:0.

- 9) Discuss and Consider the approval of Resolution # R-2013-11-00405 of the City Council of the City of Lucas, Texas approving a financing contract with Government Capital Corporation in the amount of \$345,000 for the purchase of a new ambulance; medical equipment for new and used ambulances; and this finance contract as a qualified tax exempt obligation for the purpose of Section 265(b)(3) of the Internal Revenue Code of 1986, as amended. [Savage]

Interim City Manager Dan Savage addressed Council regarding the resolution. It is primarily to obtain the tax exempt status from the financing. I will call to your attention the dollar amount that we are going to finance is \$345,000. The numbers received from the Fire Chief Jim Kitchens for the equipment is slightly higher but will not go over the \$345,000. In the previous information presented at the last meeting, the figure for the six monthly payments are slightly larger than what is presented today, the figure is actually around \$270 a year less. Part of that is because of the market as the interest rates have decreased. If approved, the process can begin for the purchasing of the medical equipment. The most important piece of equipment that we need to purchase for the Advanced Life Support Service is the Lifepack. There is a lead time on this piece of equipment as they are not made until the order is placed. Fire Chief Jim Kitchens has obtained necessary licenses from the state and federal government concerning the use of drugs. An agreement will be placed on a future agenda for Council's approval so that our First Responder Advance Life Support will be in compliance with East Texas Medical Ambulance Service. The Fire Department's goal at this time it to have Advance Life Support in-service sometime in December.

Councilmember Philip Lawrence thanked Interim City Manager Dan Savage and Fire Chief Jim Kitchens for making this happen. This will be a great service to our community.

At the request of the Interim City Manager Dan Savage Fire Chief Jim Kitchens came forward to introduce the firemen present at tonight's meeting Operations Chief Craig Zale and Battalion Chief James Tellier.

**MOTION:** Councilmember Wayne Millsap made a Motion to approve **Resolution # R-2013-11-00405** of the City Council of the City of Lucas, Texas approving a financing contract with Government Capital Corporation in the amount of \$345,000 for the purchase of a new ambulance; medical equipment for new and used ambulances; and this finance contract as a qualified tax exempt obligation for the purpose of Section 265(b)(3) of the Internal Revenue Code of 1986, as amended. Councilmember Steve Duke seconded the Motion. Motion carried. Vote: 7-0.

- 10) Discuss and Consider the ratification of a State Homeland Security Program (SHSP) grant awarded to the City of Lucas' Fire Department from the Department of Homeland Security FEMA Grants Program Directorate in the amount of \$3,498.57 to be used for training and the method of payment is primarily reimbursement. [Kitchens]

Fire Chief Jim Kitchens came forward to address the Council. This is a grant we applied for and have been awarded. This grant allows us to hold training classes and be reimbursed for it. Three items on the grant are fire rehabilitation, partner with the forestry service to hold a wild land interface summit in this area, and send our CERT coordinator to the national CERT conference.

**MOTION:** Councilmember Jim Olk made a Motion for ratification of a State Homeland Security Program (SHSP) grant awarded to the City of Lucas' Fire Department from the Department of Homeland Security FEMA Grants Program Directorate in the amount of \$3,498.57 to be used for training and the method of payment is primarily reimbursement. Councilmember Wayne Millsap seconded the Motion. Motion carried. Vote: 7-0.

- 11) Discuss and Consider the approval of an Interlocal Cooperation Agreement between the City of Lucas and the City of Cedar Hill authorizing the participation in a Cooperative Purchasing Program for the purchase of goods and services. [Kitchens]

Chief Jim Kitchens stated that this is an Interlocal Agreement which will piggy back on the City of Cedar Hill 's contract to purchase medical supplies. This will reduce the city's cost of the items anywhere from 10% to 20% per item. This will provide a large cost savings for the department.



**MOTION:** Councilmember Wayne Millsap made a Motion to approve an Interlocal Cooperation Agreement between the City of Lucas and the City of Cedar Hill authorizing the participation in a Cooperative Purchasing Program for the purchase of goods and services. Councilmember Philip Lawrence seconded the Motion. Motion carried. Vote: 7-0.

- 12) Discuss and Consider the approval of an agreement between the City of Lucas and BW2 Engineers for design services for W. Lucas Road between Country Club and Angel Parkway and authorize the Interim City Manager to execute said agreement. [Foerster]

Interim City Manager Dan Savage addressed the Council on behalf of Stanton Forester concerning the agreement with BW2 Engineers for design services of W. Lucas Road between Country Club and Angel Parkway. This project was approved in the budget. The State of Texas is providing \$1.2 million dollars and Collin County is providing \$244,000. The City's obligation is \$56,000. It is asked that Council authorize BW2 Engineers, Inc. to go ahead with the design work. BW2 Engineers will prepare a schematic to bring before Council for approval.

**MOTION:** Councilmember Debbie Fisher made a Motion to approve an agreement between the City of Lucas and BW2 Engineers for design services for W. Lucas Road between Country Club and Angel Parkway and authorize the Interim City Manager to execute said agreement in an amount not to exceed \$79,250. Councilmember Philip Lawrence seconded the Motion. Motion carried. Vote: 7-0.

## Executive Session

The City Council convened into Executive Session at 8:06 p.m.

- 10)The City Council pursuant to Section 551.074 of the Texas Government Code may convene into Executive Session to deliberate the appointment of individuals to serve on the Planning and Zoning Commission and Board of Adjustments with a term ending October 31, 2015.
- 11)The City Council pursuant to Section 551.074 of the Texas Government Code may convene into Executive Session to discuss the hiring and appointment of the City Manager.

## Regular Agenda

The City Council reconvened into Regular Session at 10:33 p.m.

12)Take any action as necessary from the Executive Session.

**MOTION:** Mayor Rebecca Mark made a Motion to appoint Peggy Rusterholtz, David Keer, Andre Guilemaud and Joe Williams to full voting members and Scott Sperling as an Alternate Commissioner of the Planning & Zoning Commission to serve a two (2) year term, beginning November 1, 2013 ending October 31, 2015. Councilmember Steve Duke seconded the Motion. Motion carried. Vote: 5-2, Councilmember(s) Philip Lawrence and Debbie Fisher voting NAY.

**MOTION:** Mayor Rebecca Mark made a Motion to appoint Karen Hurtt, Chris Bierman, and Craig Williams as full voting members of the Board of Adjustments to serve a two (2) year term, beginning November 1, 2013 ending October 31, 2015. Councilmember Wayne Millsap seconded the Motion. Motion carried. Vote: 5-2, Councilmember(s) Philip Lawrence and Debbie Fisher voting NAY.

13)Discuss and Consider the appointment of 3 full board members and 1 alternate to serve on the Parks & Open Space Board with a term ending October 31, 2015.

**MOTION:** Councilmember Steve Duke made a Motion to appoint the following individuals to the Parks & Open Space Board: Chris Vanhorn, Lacey Bradshaw, David Rhoads, Lisa O'Leary as full voting members, and Jerry Straka as an Alternate Member. Councilmember Jim Olk seconded the Motion. Motion carried. Vote: 7-0.

14)Adjournment.

**MOTION:** Councilmember Wayne Millsap made a Motion to adjourn the meeting at 10:33 p.m. Councilmember Philip Lawrence seconded the Motion. Motion carried. Vote: 7-0.

These minutes were approved by a majority vote of the City Council on November 21, 2013.

---

Rebecca Mark, Mayor

ATTEST:

---

Kathy Wingo, TRMC, MMC



**City Council Special Meeting  
November 13, 2013, at 10:00 AM  
City Hall - 665 Country Club Road**

**Minutes**

**Call to Order**

Mayor Rebecca Mark called the meeting to order at 10:00 a.m.

Present:

Mayor Rebecca Mark  
Interim City Manager Dan Savage

Mayor Pro Tem Kathleen Peele  
City Secretary Kathy Wingo

It was determined that a quorum was present, only two (2) members of Council is required for the canvass of election results.

**Regular Agenda**

- 1) Discuss and Consider the approval of **Resolution # R-2013-11-00406** of the City of Lucas, Collin County, Texas canvassing the returns and certifying the results of the Special Election for the City of Lucas, Texas held on November 5, 2013 for the legal sale of beer and wine for off-premise consumption only and providing an effective date.

This was the largest turn out of voters for the City of Lucas. There is a total of 3,921 registered voters in the City of Lucas, 37.4% of those turned out to cast ballots on November 5, 2013.

Official Election Results:

PROPOSITION # 1 – The legal sale of beer and wine for off-premise consumption only.

FOR	1,018
AGAINST	437

**MOTION:** Mayor Pro Tem Kathleen Peele made a Motion to approve **Resolution # R-2013-11-00406** of the City of Lucas, Collin County, Texas canvassing the returns and certifying the results of the Special Election for the City of Lucas, Texas held on November 5, 2013 for the legal sale of beer and

wine for off-premise consumption only and providing an effective date.  
Mayor Rebecca Mark seconded the Motion. Motion carried. Vote: 2-0.

2) Adjournment.

**MOTION:** Mayor Pro Tem Kathleen Peele made a Motion to adjourn the meeting at 10:02 a.m. Mayor Rebecca Mark seconded the Motion. Motion carried. Vote: 2-0.

---

Rebecca Mark, Mayor

ATTEST:

---

Kathy Wingo, TRMC, MMC, City Secretary



**City of Lucas  
Council Agenda Request**

Council Meeting: November 21, 2013

Requestor: \_\_\_\_\_

Prepared by: Kathy Wingo

Account Code #: N/A

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

Budgeted Amount: \$ N/A

Exhibits:  Yes  No

**AGENDA SUBJECT:**

Update on grant application submitted to Wal-Mart by the Friends of the Lucas Fire Department in the amount of \$2,000 to be used for ambulance supplies.

**RECOMMENDED ACTION:**

**SUMMARY:**

**MOTION:**

No action necessary.

**APPROVED BY:** \_\_\_\_\_

Initial/Date

Department Director: \_\_\_\_\_ / \_\_\_\_\_

City Manager: \_\_\_\_\_ / \_\_\_\_\_



## City of Lucas Council Agenda Request

Council Meeting: November 21, 2013

Requestor: Stanton Foerster

Prepared by: \_\_\_\_\_

Account Code #: None

Date Prepared: November 14, 2013

Budgeted Amount: \$ None

Exhibits:  Yes  No

### AGENDA SUBJECT:

Discuss and Consider the approval of an agreement between the City of Lucas and Verizon to allow antennas to be located on the McGarity water tower and authorize the Interim City Manager to execute said agreement.

### RECOMMENDED ACTION:

Allow the interim city manager to execute a license agreement with Verizon.

### SUMMARY:

Through an agent, Verizon Wireless has expressed an interest in locating wireless telecommunication antennas on the McGarity water tower. Staff is working with Verizon's agent to determine the best location for the equipment and the amount of the licenses fee to be paid by Verizon to the City. The initial term shall be for five (5) years. The annual rental of Twenty-One Thousand Six Hundred and No/100 Dollars (\$21,600.00) to be paid in equal monthly installments on the first day of the month. The annual rental for the first (1<sup>st</sup>) five (5) year extension term shall be increased to Twenty-Three Thousand Seven Hundred Sixty and No/100 Dollars (\$23,760.00); the annual rental for the second (2<sup>nd</sup>) five (5) year extension term shall be increased to Twenty-Six Thousand One Hundred Thirty-Six and No/100 Dollars (\$26,136.00); the annual rental for the third (3<sup>rd</sup>) five (5) year extension shall be increased to Twenty-Eight Thousand Seven Hundred Forty-Nine and 60/100 Dollars (\$28,749.60) and, the annual rental for the fourth (4<sup>th</sup>) five (5) year extension term shall be increased to Thirty-One Thousand Six Hundred Twenty-Four and 56/100 Dollars (\$31,624.56).

### MOTION:

I make a motion to **approve/deny** to an agreement between the City of Lucas and Verizon to allow antennas to be located on the McGarity water tower and authorize the Interim City Manager to execute said agreement.

**APPROVED BY:** \_\_\_\_\_

Initial/Date

Department Director: \_\_\_\_\_ / \_\_\_\_\_

City Manager: \_\_\_\_\_ / \_\_\_\_\_

## WATER TOWER LICENSE AGREEMENT

This License Agreement (“Agreement”), is entered into this 21<sup>st</sup> day of November, 2013, between the City of Lucas, Texas, a Texas municipal corporation (“CITY”), with its principal offices at 665 Country Club Road, Lucas, Texas 75002, and Dallas MTA, L.P. d/b/a Verizon Wireless with its principal offices at One Verizon Way, Mail Stop 4AW100, Basking Ridge, New Jersey 07920 (telephone number 866-862-4404), hereinafter designated LICENSEE. CITY and LICENSEE are at times collectively referred to hereinafter as the “Parties” or individually as the “Party”.

### WITNESSETH

For good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, the Parties hereto agree as follows:

1. PREMISES. CITY hereby leases to the LICENSEE a portion of that certain space (“the Tower Space”) on CITY's water tower, hereinafter referred to as the “Tower”, located at 2295 McGarity Lane, Lucas, Collin County, Texas, being further described in Document Number 2003-0200254 of the Official Public Records of Collin County, Texas (the entirety of CITY's property is referred to hereinafter as the “Property”), together with a parcel of land (the “Land Space”) sufficient for the installation of LICENSEE's equipment building; together with the non-exclusive right (“the Right of Way”) for ingress and egress, seven (7) days a week, twenty-four (24) hours a day, on foot or motor vehicle, including trucks, and for the installation and maintenance of utility wires, poles, cables, conduits, and pipes over, under, or along a right-of-way extending from the nearest public right-of-way, McGarity Lane, to the Land Space over and through the Property between the Land Space and the Tower Space for the installation and maintenance of utility wires, poles, cables, conduits, and pipes. The Tower Space, Land Space, and Right of Way, if any, are substantially described in Exhibit "A", attached hereto and made a part hereof demised premises and are collectively referred to hereinafter as the "Premises".

In the event any public utility is unable to use the Right of Way or Further Rights of Way, CITY hereby agrees to grant an additional right-of-way(s) either to the LICENSEE or to the public utility at no cost to the LICENSEE.

CITY hereby grants permission to LICENSEE to install, maintain and operate the radio communications equipment, three (3) antennas and appurtenances described in Exhibit "B" attached hereto.

LICENSEE reserves the right to replace the aforementioned equipment with similar and comparable equipment provided said replacement does not increase tower loading of said Tower.

2. SURVEY. CITY also hereby grants to LICENSEE the right to survey the Property and Premises, and said survey, when approved by CITY, is Exhibit "A" which shall be attached hereto and made a part hereof. Cost for such work shall be borne by the LICENSEE.



3. TERM; RENTAL; ELECTRICAL.

a. This Agreement shall be effective as of the date of execution by both Parties, provided, however, the initial term shall be for five (5) years and shall commence on the Commencement Date (as hereinafter defined) at which time rental payments shall commence and be due at a total annual rental of Twenty-One Thousand Six Hundred and No/100 Dollars (\$21,600.00) to be paid in equal monthly installments on the first day of the month, in advance, to CITY or to such other person, firm or place as CITY may, from time to time, designate in writing at least thirty (30) days in advance of any rental payment date by notice given in accordance with Paragraph 23 below. The Agreement shall commence on the first day of April, 2014 (“Commencement Date”). CITY and LICENSEE acknowledge and agree that initial rental payment(s) shall not actually be sent by LICENSEE until thirty (30) days after the Commencement Date. By way of illustration of the preceding sentence, if the Commencement Date is January 1, LICENSEE shall send to CITY the rental payments for January 1 and February 1 by February 1.

Upon agreement of the Parties, LICENSEE may pay rent by electronic funds transfer and in such event, CITY agrees to provide to LICENSEE bank routing information for such purpose upon request of LICENSEE.

b. CITY hereby agrees to provide to LICENSEE certain documentation (the “Rental Documentation”) evidencing CITY’s interest in, and right to receive payments under, this Agreement, including without limitation: (i) documentation, acceptable to LICENSEE in LICENSEE’s reasonable discretion, evidencing CITY’s good and sufficient title to and/or interest in the Property and right to receive rental payments and other benefits hereunder; (ii) a complete and fully executed Internal Revenue Service Form W-9, or equivalent, in a form acceptable to LICENSEE, for any party to whom rental payments are to be made pursuant to this Agreement; and (iii) other documentation requested by LICENSEE in LICENSEE’s reasonable discretion. From time to time during the Term of this Agreement and within thirty (30) days of a written request from LICENSEE, CITY agrees to provide updated Rental Documentation in a form reasonably acceptable to LICENSEE. The Rental Documentation shall be provided to LICENSEE in accordance with the provisions of and at the address given in Paragraph 25. Delivery of Rental Documentation to LICENSEE shall be a prerequisite for the payment of any rent by LICENSEE and notwithstanding anything to the contrary herein, LICENSEE shall have no obligation to make any rental payments until Rental Documentation has been supplied to LICENSEE as provided herein.

Within fifteen (15) days of obtaining an interest in the Property or this Agreement, any assignee(s), transferee(s) or other successor(s) in interest of CITY shall provide to LICENSEE Rental Documentation in the manner set forth in the preceding paragraph. From time to time during the Term of this Agreement and within thirty (30) days of a written request from LICENSEE, any assignee(s) or transferee(s) of CITY agrees to provide updated Rental Documentation in a form reasonably acceptable to LICENSEE. Delivery of Rental Documentation to LICENSEE by any assignee(s), transferee(s) or other successor(s) in interest of CITY shall be a prerequisite for the payment of any rent by LICENSEE to such party and

notwithstanding anything to the contrary herein, LICENSEE shall have no obligation to make any rental payments to any assignee(s), transferee(s) or other successor(s) in interest of CITY until Rental Documentation has been supplied to LICENSEE as provided herein.

c. CITY shall, at all times during the Term, provide electrical service and telephone service access within the Premises. If permitted by the local utility company servicing the Premises, LICENSEE shall furnish and install an electrical meter at the Premises for the measurement of electrical power used by LICENSEE's installation. In the alternative, if permitted by the local utility company servicing the Premises, LICENSEE shall furnish and install an electrical sub-meter at the Premises for the measurement of electrical power used by LICENSEE's installation. In the event such sub-meter is installed, the LICENSEE shall pay the utility directly for its power consumption, if billed by the utility, and if not billed by the utility, then the LICENSEE shall pay CITY thirty (30) days after receipt of an invoice from CITY indicating the usage amount based upon CITY's reading of the sub-meter. All invoices for power consumption shall be sent by CITY to LICENSEE at Verizon Wireless, c/o First Energy, P.O. BOX 182727, Columbus, OH 43218-2727. LICENSEE shall be permitted at any time during the Term, to install, maintain and/or provide access to and use of, as necessary (during any power interruption at the Premises), a temporary power source, and all related equipment and appurtenances within the Premises, or elsewhere on the Property in such locations as reasonably approved by CITY. LICENSEE shall have the right to install conduits connecting the temporary power source and related appurtenances to the Premises.

4. EXTENSIONS. This Agreement shall automatically be extended for four (4) additional five (5) year terms unless LICENSEE terminates it at the end of the then current term by giving CITY written notice of the intent to terminate at least six (6) months prior to the end of the then current term.

5. EXTENSION RENTALS. The annual rental for the first (1<sup>st</sup>) five (5) year extension term shall be increased to Twenty-Three Thousand Seven Hundred Sixty and No/100 Dollars (\$23,760.00); the annual rental for the second (2<sup>nd</sup>) five (5) year extension term shall be increased to Twenty-Six Thousand One Hundred Thirty-Six and No/100 Dollars (\$26,136.00); the annual rental for the third (3<sup>rd</sup>) five (5) year extension shall be increased to Twenty-Eight Thousand Seven Hundred Forty-Nine and 60/100 Dollars (\$28,749.60) and, the annual rental for the fourth (4<sup>th</sup>) five (5) year extension term shall be increased to Thirty-One Thousand Six Hundred Twenty-Four and 56/100 Dollars (\$31,624.56).

6. INTENTIONALLY DELETED.

7. TAXES. LICENSEE shall have the responsibility to pay any personal property, real estate taxes, assessments, or charges owed on the Property which CITY demonstrates is the result of LICENSEE's use of the Premises and/or the installation, maintenance, and operation of the LICENSEE's improvements, and any sales tax imposed on the rent (except to the extent that LICENSEE is or may become exempt from the payment of sales tax in the jurisdiction in which the Property is located), including any increase in real estate taxes at the Property which CITY demonstrates arises from the LICENSEE's improvements and/or LICENSEE's use of the Premises. CITY and LICENSEE shall each be responsible for the payment of any taxes, levies,

assessments and other charges imposed including franchise and similar taxes imposed upon the business conducted by CITY or LICENSEE at the Property. Notwithstanding the foregoing, LICENSEE shall not have the obligation to pay any tax, assessment, or charge that LICENSEE is disputing in good faith in appropriate proceedings prior to a final determination that such tax is properly assessed provided that no lien attaches to the Property. Nothing in this Paragraph shall be construed as making LICENSEE liable for any portion of CITY's income taxes in connection with any Property or otherwise. Except as set forth in this Paragraph, CITY shall have the responsibility to pay any personal property, real estate taxes, assessments, or charges owed on the Property and shall do so prior to the imposition of any lien on the Property.

LICENSEE shall have the right, at its sole option and at its sole cost and expense, to appeal, challenge or seek modification of any tax assessment or billing for which LICENSEE is wholly or partly responsible for payment. CITY shall reasonably cooperate with LICENSEE at LICENSEE's expense in filing, prosecuting and perfecting any appeal or challenge to taxes as set forth in the preceding sentence, including but not limited to, executing any consent, appeal or other similar document. In the event that as a result of any appeal or challenge by LICENSEE, there is a reduction, credit or repayment received by CITY for any taxes previously paid by LICENSEE, CITY agrees to promptly reimburse to LICENSEE the amount of said reduction, credit or repayment. In the event that LICENSEE does not have the standing rights to pursue a good faith and reasonable dispute of any taxes under this paragraph, CITY will pursue such dispute at LICENSEE's sole cost and expense upon written request of LICENSEE.

8. USE; GOVERNMENTAL APPROVALS. LICENSEE shall use the Premises for the purpose of constructing, maintaining, repairing and operating a communications facility and uses incidental thereto. All improvements, equipment, antennas and conduits shall be at LICENSEE's expense and their installation shall be at the discretion and option of LICENSEE. LICENSEE shall have the right to replace, repair, add or otherwise modify its utilities, equipment, antennas and/or conduits or any portion thereof and the frequencies over which the equipment operates, whether the equipment, antennas, conduits or frequencies are specified or not on any exhibit attached hereto, during the Term. It is understood and agreed that LICENSEE's ability to use the Premises is contingent upon its obtaining after the execution date of this Agreement all of the certificates, permits and other approvals (collectively the "Governmental Approvals") that may be required by any Federal, State or Local authorities as well as satisfactory soil boring tests and structural analysis which will permit LICENSEE use of the Premises as set forth above. CITY shall cooperate with LICENSEE in its effort to obtain such approvals and shall take no action which would adversely affect the status of the Property with respect to the proposed use thereof by LICENSEE. In the event that (i) any of such applications for such Governmental Approvals should be finally rejected; (ii) any Governmental Approval issued to LICENSEE is canceled, expires, lapses, or is otherwise withdrawn or terminated by governmental authority; (iii) LICENSEE determines that such Governmental Approvals may not be obtained in a timely manner; (iv) LICENSEE determines that any soil boring tests or structural analysis is unsatisfactory; (v) LICENSEE determines that the Premises is no longer technically or structurally compatible for its use, or (vi) LICENSEE, in its sole discretion, determines that the use the Premises is obsolete or unnecessary, LICENSEE shall have the right to terminate this Agreement. Notice of LICENSEE's exercise of its right to terminate shall be given to CITY in writing by certified mail, return receipt requested, and shall

be effective upon the mailing of such notice by LICENSEE, or upon such later date as designated by LICENSEE. All rentals paid to said termination date shall be retained by CITY. Upon such termination, this Agreement shall be of no further force or effect except to the extent of the representations, warranties and indemnities made by each Party to the other hereunder. Otherwise, the LICENSEE shall have no further obligations for the payment of rent to CITY.

9. INDEMNIFICATION.

a. **LICENSEE SHALL AT ALL TIMES COMPLY WITH ALL LAWS AND ORDINANCES AND ALL RULES AND REGULATIONS OF MUNICIPAL, STATE AND FEDERAL GOVERNMENT AUTHORITIES RELATING TO THE INSTALLATION, MAINTENANCE, HEIGHT, LOCATION, USE, OPERATION AND REMOVAL OF THE EQUIPMENT, ANTENNA SYSTEMS, AND OTHER ALTERATIONS OR IMPROVEMENTS AUTHORIZED HEREIN, AND SHALL FULLY INDEMNIFY CITY AGAINST ANY LOSS, DAMAGE, COST, OR EXPENSE WHICH MAY BE SUSTAINED OR INCURRED BY CITY AS A RESULT OF LICENSEE'S INSTALLATION, OPERATION, OR REMOVAL OF SAID IMPROVEMENTS, EXCEPT WHERE CAUSED IN WHOLE OR IN PART BY THE NEGLIGENCE OR WILLFUL MISCONDUCT OF CITY, ITS AGENTS, SERVANTS OR EMPLOYEES.**

b. **LICENSEE AGREES AND IS BOUND TO INDEMNIFY, DEFEND, AND HOLD CITY WHOLE AND HARMLESS AGAINST ANY AND ALL CLAIMS FOR ANY LOSS OR DAMAGES THAT MAY ARISE OUT OF THE USE OF THE PREMISES BY LICENSEE, EXCEPT WHERE CAUSED IN WHOLE OR IN PART BY THE NEGLIGENCE OR WILLFUL MISCONDUCT OF CITY, ITS AGENTS, SERVANTS OR EMPLOYEES.**

c. **LICENSEE AGREES THAT LICENSEE SHALL INDEMNIFY, DEFEND, RELEASE, ACQUIT, AND HOLD FREE AND HARMLESS CITY, ITS AGENTS, REPRESENTATIVES AND EMPLOYEES FROM AND AGAINST ANY AND ALL CLAIMS, DEMANDS, CAUSES OF ACTION, LIABILITIES, LOSSES, AND DAMAGE, WHETHER ASSERTED BY LICENSEE, ITS AGENTS, REPRESENTATIVES OR EMPLOYEES, OR ANY THIRD PARTY WHICH IN ANY WAY RELATES TO OR ARISES FROM LICENSEE'S FACILITIES OR THE INSTALLATION OR MAINTENANCE THEREOF; OR, FROM LICENSEE'S ENTRY ONTO AND UTILIZATION OF THE PROPERTY, NOT INCLUDING CLAIMS OR CAUSES OF ACTION ALLEGING THAT LOSS, INJURY OR DAMAGE WERE CAUSED IN WHOLE OR IN PART BY THE NEGLIGENCE OR WILLFUL MISCONDUCT OF CITY, ITS AGENTS, SERVANTS OR EMPLOYEES.**

d. **TO THE EXTENT PERMITTED BY LAW, CITY SHALL AT ALL TIMES COMPLY WITH ALL LAWS AND ORDINANCES AND ALL RULES AND REGULATIONS OF MUNICIPAL, STATE AND FEDERAL GOVERNMENT AUTHORITIES RELATING TO THE MAINTENANCE AND OPERATION OF**

**THE WATER TOWER, AND SHALL FULLY INDEMNIFY LICENSEE AGAINST ANY LOSS, DAMAGE, COST, OR EXPENSE WHICH MAY BE SUSTAINED OR INCURRED BY LICENSEE AS A RESULT OF CITY'S, ITS AGENTS', SERVANTS', OR EMPLOYEES' NEGLIGENCE OR WILLFUL MISCONDUCT.**

10. INSURANCE. LICENSEE, at LICENSEE's sole cost and expense, shall procure and maintain on the Premises, bodily injury and property damage insurance with a combined single limit of at least One Million and No/100 Dollars (\$1,000,000.00) per occurrence. Such insurance shall insure, on an occurrence basis, against liability of LICENSEE, its employees arising out of or in connection with LICENSEE's use of the Premises, all as provided for herein. CITY shall be included as an additional insured on LICENSEE's policy. LICENSEE shall provide to CITY a certificate of insurance evidencing the coverage within thirty (30) days of the Commencement Date.

11. LIMITATION OF LIABILITY. Except for indemnification pursuant to paragraphs 9 and 31, neither Party shall be liable to the other, or any of their respective agents, representatives, employees for any lost revenue, lost profits, loss of technology, rights or services, incidental, punitive, indirect, special or consequential damages, loss of data, or interruption or loss of use of service, even if advised of the possibility of such damages, whether under theory of contract, tort (including negligence), strict liability or otherwise.

12. ANNUAL TERMINATION. Notwithstanding anything to the contrary contained herein, provided LICENSEE is not in default hereunder beyond applicable notice and cure periods, LICENSEE shall have the right to terminate this Agreement upon the annual anniversary of the Commencement Date provided that three (3) months prior notice is given to CITY.

13. ACCESS TO TOWER. CITY agrees the LICENSEE shall have free access to the Tower at all times for the purpose of installing and maintaining the said equipment. CITY shall furnish LICENSEE with necessary means of access for the purpose of ingress and egress to this site and Tower location. It is agreed, however, that only authorized engineers, employees or properly authorized contractors of LICENSEE or persons under their direct supervision will be permitted to enter said premises.

14. CONDITION OF SITE. LICENSEE accepts the Premises as is, in its current condition, and CITY makes no representations or warranties, and hereby disclaims any and all such representations or warranties, express or implied, of any kind or nature, with regard to the facilities and the Premises, except as stated in Paragraph 31. CITY shall maintain the Premises in compliance with all applicable statutes, regulations and rules, and in a manner which will not interfere with the LICENSEE's reasonable use of the site. CITY covenants that it will keep the Tower in good repair as required by all Laws (as defined in Paragraph 35 below). CITY shall also comply with all rules and regulations enforced by the Federal Communications Commission with regard to the lighting, marking and painting of towers. If CITY fails to make such repairs including maintenance LICENSEE may make the repairs and the costs thereof shall be payable to LICENSEE by CITY on demand together with interest thereon from the date of payment at the greater of (i) ten percent (10%) per annum, or (ii) the highest rate

permitted by applicable Laws. If CITY does not make payment to the LICENSEE within ten (10) days after such demand, the LICENSEE shall have the right to deduct the costs of the repairs from the succeeding monthly rental amounts normally due from the LICENSEE to CITY.

No materials may be used in the installation of the antennas or transmission lines that will cause corrosion or rust or deterioration of the Tower structure or its appurtenances.

All antenna(s) on the Tower must be identified by a marking fastened securely to its bracket on the Tower and all transmission lines are to be tagged at the conduit opening where it enters any user's equipment space.

Not later than fifteen (15) days following the execution of this Agreement, CITY shall supply to LICENSEE copies of all structural analysis reports that have done with respect to the Tower and throughout the Term, CITY shall supply to LICENSEE copies of all structural analysis reports that are done with respect to the Tower promptly after the completion of the same.

Upon request of CITY, LICENSEE agrees to relocate its equipment on a temporary basis to another location on the Property, hereinafter referred to as the "Temporary Relocation," for the purpose of CITY performing maintenance, repair or similar work at the Property or on the Tower provided:

- a. The Temporary Relocation is similar to LICENSEE's existing location in size and is fully compatible for LICENSEE's use, in LICENSEE's reasonable determination;
- b. CITY pays all costs incurred by LICENSEE for relocating LICENSEE's equipment to the Temporary Relocation and improving the Temporary Relocation so that it is fully compatible for the LICENSEE's use, in LICENSEE's reasonable determination;
- c. CITY gives LICENSEE at least ninety (90) days written notice prior to requiring LICENSEE to relocate;
- d. LICENSEE's use at the Premises is not interrupted or diminished during the relocation and LICENSEE is allowed, if necessary, in LICENSEE's reasonable determination, to place a temporary installation on the Property during any such relocation; and
- e. Upon the completion of any maintenance, repair or similar work by CITY, LICENSEE is permitted to return to its original location from the temporary location with all costs for the same being paid by CITY.

15. INTERFERENCE. LICENSEE agrees to install equipment of the type and frequency which will not cause harmful interference which is measurable in accordance with then existing industry standards to any equipment of CITY or other lessees of the Property which existed on the Property prior to the date this Agreement is executed by the Parties. In

the event any after-installed LICENSEE's equipment causes such interferences, and after CITY has notified LICENSEE in writing of such interference, LICENSEE will take all commercially reasonable steps necessary to correct and eliminate the interference, including but not limited to, at LICENSEE's option, powering down such equipment and later powering up such equipment for intermittent testing. In no event will CITY be entitled to terminate this Agreement or relocate the equipment as long as LICENSEE is making a good faith effort to remedy the interference issue. CITY agrees that CITY and/or any other tenants of the Property who currently have or in the future take possession of the Property will be permitted to install only such equipment that is of the type and frequency which will not cause harmful interference which is measurable in accordance with then existing industry standards to the then existing equipment of LICENSEE. The Parties acknowledge that there will not be an adequate remedy at law for noncompliance with the provisions of this Paragraph and therefore, either Party shall have the right to equitable remedies, such as, without limitation, injunctive relief and specific performance.

16. REMOVAL AT END OF TERM. LICENSEE shall, upon expiration of the Term, or within ninety (90) days after any earlier termination of the Agreement, remove its building(s), antenna(s), equipment, conduits, fixtures and all personal property and restore the Premises to its original condition, reasonable wear and tear and casualty damage excepted. CITY agrees and acknowledges that all of the equipment, conduits, fixtures and personal property of LICENSEE shall remain the personal property of LICENSEE and LICENSEE shall have the right to remove the same at any time during the Term, whether or not said items are considered fixtures and attachments to real property under applicable Laws. If such time for removal causes LICENSEE to remain on the Premises after termination of this Agreement, LICENSEE shall pay rent at the then existing monthly rate or on the existing monthly pro-rata basis if based upon a longer payment term, until such time as the removal of the building, antenna structure, fixtures and all personal property are completed.

17. HOLDOVER. LICENSEE has no right to retain possession of the Premises or any part thereof beyond the expiration of that removal period set forth in Paragraph 16 herein, unless the Parties are negotiating a new license or license extension in good faith. In the event that the Parties are not in the process of negotiating a new license or license extension in good faith, LICENSEE holds over in violation of Paragraph 16 and this Paragraph 17, then the rent then in effect payable from and after the time of the expiration or earlier removal period set forth in Paragraph 16 shall be equal to the rent applicable during the month immediately preceding such expiration or earlier termination.

18. RIGHT OF FIRST REFUSAL. If CITY elects, during the Term (i) to sell or otherwise transfer all or any portion of the Property, whether separately or as part of a larger parcel of which the Property is a part, or (ii) grant to a third party by easement or other legal instrument an interest in and to that portion of the Tower and or Property occupied by LICENSEE, or a larger portion thereof, for the purpose of operating and maintaining communications facilities or the management thereof, with or without an assignment of this Agreement to such third party, LICENSEE shall have the right of first refusal to meet any bona fide offer of sale or transfer on the same terms and conditions of such offer. If LICENSEE fails to meet such bona fide offer within thirty (30) days after written notice thereof from CITY,

CITY may sell or grant the easement or interest in the Property or portion thereof to such third person in accordance with the terms and conditions of such third party offer.

19. RIGHTS UPON SALE. Should CITY, at any time during the Term decide (i) to sell or transfer all or any part of the Property or the Tower thereon to a purchaser other than LICENSEE, or (ii) to grant to a third party by easement or other legal instrument an interest in and to that portion of the Tower and or Property occupied by LICENSEE, or a larger portion thereof, for the purpose of operating and maintaining communications facilities or the management thereof, such sale or grant of an easement or interest therein shall be under and subject to this Agreement and any such purchaser or transferee shall recognize LICENSEE's rights hereunder under the terms of this Agreement. To the extent that CITY grants to a third party by easement or other legal instrument an interest in and to that portion of the Tower and/or Property occupied by LICENSEE for the purpose of operating and maintaining communications facilities or the management thereof and in conjunction therewith, assigns this Agreement to said third party, CITY shall not be released from its obligations to LICENSEE under this Agreement, and LICENSEE shall have the right to look to CITY and the third party for the full performance of this Agreement.

20. QUIET ENJOYMENT. CITY covenants that LICENSEE, on paying the rent and performing the covenants herein, shall peaceably and quietly have, hold and enjoy the Premises.

21. TITLE. CITY represents and warrants to LICENSEE as of the execution date of this Agreement, and covenants during the Term that CITY is seized of good and sufficient title and interest to the Property and has full authority to enter into and execute this Agreement. CITY further covenants during the Term that there are no liens, judgments or impediments of title on the Property, or affecting CITY's title to the same and that there are no covenants, easements or restrictions which prevent or adversely affect the use or occupancy of the Premises by LICENSEE as set forth above.

22. INTEGRATION. It is agreed and understood that this Agreement contains all agreements, promises and understandings between CITY and LICENSEE and that no verbal or oral agreements, promises or understandings shall be binding upon either CITY or LICENSEE in any dispute, controversy or proceeding at law, and any addition, variation or modification to this Agreement shall be void and ineffective unless made in writing signed by the Parties or in a written acknowledgment in the case provided in Paragraph 3. In the event any provision of the Agreement is found to be invalid or unenforceable, such finding shall not affect the validity and enforceability of the remaining provisions of this Agreement. The failure of either Party to insist upon strict performance of any of the terms or conditions of this Agreement or to exercise any of its rights under the Agreement shall not waive such rights and such Party shall have the right to enforce such rights at any time and take such action as may be lawful and authorized under this Agreement, in law or in equity.

23. GOVERNING LAW. The laws of the State of Texas shall govern this Agreement; and, venue for any action concerning this Agreement shall be in a court having jurisdiction in Collin County, Texas. The parties agree to submit to the personal and subject matter jurisdiction of said court.



24. ASSIGNMENT. This Agreement may be sold, assigned or transferred by the LICENSEE without any approval or consent of CITY to the LICENSEE's principal, affiliates, subsidiaries of its principal or to any entity which acquires all or substantially all of LICENSEE's assets in the market defined by the Federal Communications Commission in which the Property is located by reason of a merger, acquisition or other business reorganization. As to other parties, this Agreement may not be sold, assigned or transferred without the written consent of CITY, which such consent will not be unreasonably withheld, delayed or conditioned. No change of stock ownership, partnership interest or control of LICENSEE or transfer upon partnership or corporate dissolution of LICENSEE shall constitute an assignment hereunder.

25. NOTICES. All notices hereunder must be in writing and shall be deemed validly given if sent by certified mail, return receipt requested or by commercial courier, provided the courier's regular business is delivery service and provided further that it guarantees delivery to the addressee by the end of the next business day following the courier's receipt from the sender, addressed as follows (or any other address that the Party to be notified may have designated to the sender by like notice):

CITY:           The City of Lucas, Texas  
                  665 Country Club Road  
                  Lucas, Texas 75002

LICENSEE:      Dallas MTA, L.P.  
                  d/b/a Verizon Wireless  
                  180 Washington Valley Road  
                  Bedminster, New Jersey 07921  
                  Attention: Network Real Estate

Notice shall be effective upon actual receipt or refusal as shown on the receipt obtained pursuant to the foregoing.

26. SUCCESSORS. This Agreement shall extend to and bind the heirs, personal representative, successors and assigns of the Parties hereto.

27. SUBORDINATION AND NON-DISTURBANCE. CITY shall obtain not later than fifteen (15) days following the execution of this Agreement, a Non-Disturbance Agreement, as defined below, from its existing mortgagee(s), ground lessors and master lessors, if any, of the Property. At CITY's option, this Agreement shall be subordinate to any future master lease, ground lease, mortgage, deed of trust or other security interest (a "Mortgage") by CITY which from time to time may encumber all or part of the Property, Tower or right-of-way; provided, however, as a condition precedent to LICENSEE being required to subordinate its interest in this Agreement to any future Mortgage covering the Tower or Property, CITY shall obtain for LICENSEE's benefit a non-disturbance and attornment agreement for LICENSEE's benefit in the form reasonably satisfactory to LICENSEE, and containing the terms described below (the "Non-Disturbance Agreement"), and shall recognize LICENSEE's right to remain in occupancy of and have access to the Premises as long as LICENSEE is not in default of this Agreement beyond applicable notice

and cure periods. The Non-Disturbance Agreement shall include the encumbering party's ("Lender's") agreement that, if Lender or its successor-in-interest or any purchaser of Lender's or its successor's interest (a "Purchaser") acquires an ownership interest in the Tower or Property, Lender or such successor-in-interest or Purchaser will (1) honor all of the terms of the Agreement, (2) fulfill CITY's obligations under the Agreement, and (3) promptly cure all of the then-existing CITY defaults under the Agreement. Such Non-Disturbance Agreement must be binding on all of Lender's participants in the subject loan (if any) and on all successors and assigns of Lender and/or its participants and on all Purchasers. In return for such Non-Disturbance Agreement, LICENSEE will execute an agreement for Lender's benefit in which LICENSEE (1) confirms that the Agreement is subordinate to the Mortgage or other real property interest in favor of Lender, (2) agrees to attorn to Lender if Lender becomes the owner of the Tower or Property and (3) agrees accept a cure by Lender of any of CITY's defaults, provided such cure is completed within the deadline applicable to CITY. In the event CITY defaults in the payment and/or other performance of any mortgage or other real property interest encumbering the Property, LICENSEE, may, at its sole option and without obligation, cure or correct CITY's default and upon doing so, LICENSEE shall be subrogated to any and all rights, titles, liens and equities of the holders of such mortgage or other real property interest and LICENSEE shall be entitled to deduct and setoff against all rents that may otherwise become due under this Agreement the sums paid by LICENSEE to cure or correct such defaults.

28. RECORDING. CITY agrees to execute a Memorandum of this Agreement which LICENSEE may record with the appropriate recording officer. The date set forth in the Memorandum of License is for recording purposes only and bears no reference to commencement of either the Term or rent payments.

29. DEFAULT.

a. In the event there is a breach by LICENSEE with respect to any of the provisions of this Agreement or its obligations under it, including the payment of rent, CITY shall give LICENSEE written notice of such breach. After receipt of such written notice, LICENSEE shall have fifteen (15) days in which to cure any monetary breach and thirty (30) days in which to cure any non-monetary breach, provided LICENSEE shall have such extended period as may be required beyond the thirty (30) days if the nature of the cure is such that it reasonably requires more than thirty (30) days and LICENSEE commences the cure within the thirty (30) day period and thereafter continuously and diligently pursues the cure to completion. CITY may not maintain any action or effect any remedies for default against LICENSEE unless and until LICENSEE has failed to cure the breach within the time periods provided in this Paragraph.

b. In the event there is a breach by CITY with respect to any of the provisions of this Agreement or its obligations under it, LICENSEE shall give CITY written notice of such breach. After receipt of such written notice, CITY shall have thirty (30) days in which to cure any such breach, provided CITY shall have such extended period as may be required beyond the thirty (30) days if the nature of the cure is such that it reasonably requires more than thirty (30) days and CITY commences the cure within the thirty (30) day period and

thereafter continuously and diligently pursues the cure to completion. LICENSEE may not maintain any action or effect any remedies for default against CITY unless and until CITY has failed to cure the breach within the time periods provided in this Paragraph. Notwithstanding the foregoing to the contrary, it shall be a default under this Agreement if CITY fails, within five (5) days after receipt of written notice of such breach, to perform an obligation required to be performed by CITY if the failure to perform such an obligation interferes with LICENSEE's ability to conduct its business on the Property; provided, however, that if the nature of CITY's obligation is such that more than five (5) days after such notice is reasonably required for its performance, then it shall not be a default under this Agreement if performance is commenced within such five (5) day period and thereafter diligently pursued to completion.

30. REMEDIES. Upon a default, the non-defaulting Party may at its option (but without obligation to do so), perform the defaulting Party's duty or obligation on the defaulting Party's behalf, including but not limited to the obtaining of reasonably required insurance policies. The costs and expenses of any such performance by the non-defaulting Party shall be due and payable by the defaulting Party upon invoice therefor. In the event of a default by either Party with respect to a material provision of this Agreement, without limiting the non-defaulting Party in the exercise of any right or remedy which the non-defaulting Party may have by reason of such default, the non-defaulting Party may terminate the Agreement and/or pursue any remedy now or hereafter available to the non-defaulting Party under the Laws or judicial decisions of the state in which the Premises are located; provided, however, CITY shall use reasonable efforts to mitigate its damages in connection with a default by LICENSEE. If LICENSEE so performs any of CITY's obligations hereunder, the full amount of the reasonable and actual cost and expense incurred by LICENSEE shall immediately be owing by CITY to LICENSEE, and CITY shall pay to LICENSEE upon demand the full undisputed amount thereof with interest thereon from the date of payment at the greater of (i) ten percent (10%) per annum, or (ii) the highest rate permitted by applicable Laws. Notwithstanding the foregoing, if CITY does not pay LICENSEE the full undisputed amount within thirty (30) days of its receipt of an invoice setting forth the amount due from CITY, LICENSEE may offset the full undisputed amount, including all accrued interest, due against all fees due and owing to CITY until the full undisputed amount, including all accrued interest, is fully reimbursed to LICENSEE.

31. ENVIRONMENTAL.

a. CITY will be responsible for all obligations of compliance with any and all environmental and industrial hygiene laws, including any regulations, guidelines, standards, or policies of any governmental authorities regulating or imposing standards of liability or standards of conduct with regard to any environmental or industrial hygiene conditions or concerns as may now or at any time hereafter be in effect, that are or were in any way related to activity now conducted in, on, or in any way related to the Tower or Property, unless such conditions or concerns are caused by the specific activities of LICENSEE in the Premises.

b. To the extent allowed by law, CITY shall hold LICENSEE harmless and indemnify LICENSEE from and assume all duties, responsibility and liability at CITY's sole cost and expense, for all duties, responsibilities, and liability (for payment of penalties, sanctions, forfeitures, losses, costs, or damages) and for responding to any action, notice, claim, order,

summons, citation, directive, litigation, investigation or proceeding which is in any way related to: a) failure to comply with any environmental or industrial hygiene law, including without limitation any regulations, guidelines, standards, or policies of any governmental authorities regulating or imposing standards of liability or standards of conduct with regard to any environmental or industrial hygiene concerns or conditions as may now or at any time hereafter be in effect, unless such non-compliance results from conditions caused by LICENSEE; and b) any environmental or industrial hygiene conditions arising out of or in any way related to the condition of the Tower or Property or activities conducted thereon, unless such environmental conditions are caused by LICENSEE.

32. CASUALTY. In the event of damage by fire or other casualty to the Tower or Premises that cannot reasonably be expected to be repaired within forty-five (45) days following same or, if the Property is damaged by fire or other casualty so that such damage may reasonably be expected to disrupt LICENSEE's operations at the Premises for more than forty-five (45) days, then LICENSEE may, at any time following such fire or other casualty, provided CITY has not completed the restoration required to permit LICENSEE to resume its operation at the Premises, terminate this Agreement upon fifteen (15) days prior written notice to CITY. Any such notice of termination shall cause this Agreement to expire with the same force and effect as though the date set forth in such notice were the date originally set as the expiration date of this Agreement and the Parties shall make an appropriate adjustment, as of such termination date, with respect to payments due to the other under this Agreement. Notwithstanding the foregoing, the rent shall abate during the period of repair following such fire or other casualty in proportion to the degree to which LICENSEE's use of the Premises is impaired.

33. CONDEMNATION. In the event of any condemnation of all or any portion of the Property, this Agreement shall terminate as to the part so taken as of the date the condemning authority takes title or possession, whichever occurs first. If as a result of a partial condemnation of the Premises or Tower, LICENSEE, in LICENSEE's sole discretion, is unable to use the Premises for the purposes intended hereunder, or if such condemnation may reasonably be expected to disrupt LICENSEE's operations at the Premises for more than forty-five (45) days, LICENSEE may, at LICENSEE's option, to be exercised in writing within fifteen (15) days after CITY shall have given LICENSEE written notice of such taking (or in the absence of such notice, within fifteen (15) days after the condemning authority shall have taken possession) terminate this Agreement as of the date the condemning authority takes such possession. LICENSEE may on its own behalf make a claim in any condemnation proceeding involving the Premises for losses related to the equipment, conduits, fixtures, its relocation costs and its damages and losses (but not for the loss of its leasehold interest). Any such notice of termination shall cause this Agreement to expire with the same force and effect as though the date set forth in such notice were the date originally set as the expiration date of this Agreement and the Parties shall make an appropriate adjustment as of such termination date with respect to payments due to the other under this Agreement. If LICENSEE does not terminate this Agreement in accordance with the foregoing, this Agreement shall remain in full force and effect as to the portion of the Premises remaining, except that the rent shall be reduced in the same proportion as the rentable area of the Premises taken bears to the total rentable area of the Premises. In the event that this Agreement is not terminated by reason of

such condemnation, CITY shall promptly repair any damage to the Premises caused by such condemning authority.

34. SUBMISSION OF AGREEMENT/PARTIAL INVALIDITY/AUTHORITY. The submission of this Agreement for examination does not constitute an offer to license the Premises and this Agreement becomes effective only upon the full execution of this Agreement by the Parties. If any provision herein is invalid, it shall be considered deleted from this Agreement and shall not invalidate the remaining provisions of this Agreement. Each of the Parties hereto warrants to the other that the person or persons executing this Agreement on behalf of such Party has the full right, power and authority to enter into and execute this Agreement on such Party's behalf and that no consent from any other person or entity is necessary as a condition precedent to the legal effect of this Agreement.

35. APPLICABLE LAWS. During the Term, CITY shall maintain the Property and all structural elements of the Premises in compliance with all applicable laws, rules, regulations, ordinances, directives, covenants, easements, zoning and land use regulations, and restrictions of record, permits, building codes, and the requirements of any applicable fire insurance underwriter or rating bureau, now in effect or which may hereafter come into effect (including, without limitation, the Americans with Disabilities Act and laws regulating hazardous substances) (collectively "Laws"). LICENSEE shall, in respect to the condition of the Premises and at LICENSEE's sole cost and expense, comply with (a) all Laws relating solely to LICENSEE's specific and unique nature of use of the Premises (other than general office use); and (b) all building codes requiring modifications to the Premises due to the improvements being made by LICENSEE in the Premises.

36. SURVIVAL. The provisions of the Agreement relating to indemnification from one Party to the other Party shall survive any termination or expiration of this Agreement. Additionally, any provisions of this Agreement which require performance subsequent to the termination or expiration of this Agreement shall also survive such termination or expiration.

37. CAPTIONS. The captions contained in this Agreement are inserted for convenience only and are not intended to be part of the Agreement. They shall not affect or be utilized in the construction or interpretation of the Agreement.

[SIGNATURES ON FOLLOWING PAGE]

[REMAINDER OF PAGE INTENTIONALLY BLANK]

EXECUTED on this 21<sup>st</sup> day of November, 2013.

**CITY:** City of Lucas, Texas,  
a Texas municipal corporation

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

Name: Rebecca Mark

Title: Mayor

Approved as to Form:

By: \_\_\_\_\_  
Joe Gorfida, Jr., City Attorney  
(JJG/10-25-13/62796)

Date: November 21, 2013

**CITY ACKNOWLEDGEMENT**

STATE OF TEXAS           §  
  §  
COUNTY OF COLLIN       §

This instrument was acknowledged before me on the 21<sup>st</sup> day of November, 2013, by Rebecca Mark, Mayor, on behalf of the City of Lucas.

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

EXECUTED on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

**LICENSEE:** Dallas MTA, L.P.  
d/b/a Verizon Wireless

By: Verizon Wireless Texas, LLC  
Its General Partner

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

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

Title: \_\_\_\_\_

**LICENSEE ACKNOWLEDGEMENT**

STATE OF \_\_\_\_\_ §

§

COUNTY OF \_\_\_\_\_ §

§

§

This instrument was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_,  
20\_\_, by \_\_\_\_\_, \_\_\_\_\_, on behalf of Dallas  
MTA, L.P. d/b/a Verizon Wireless.

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

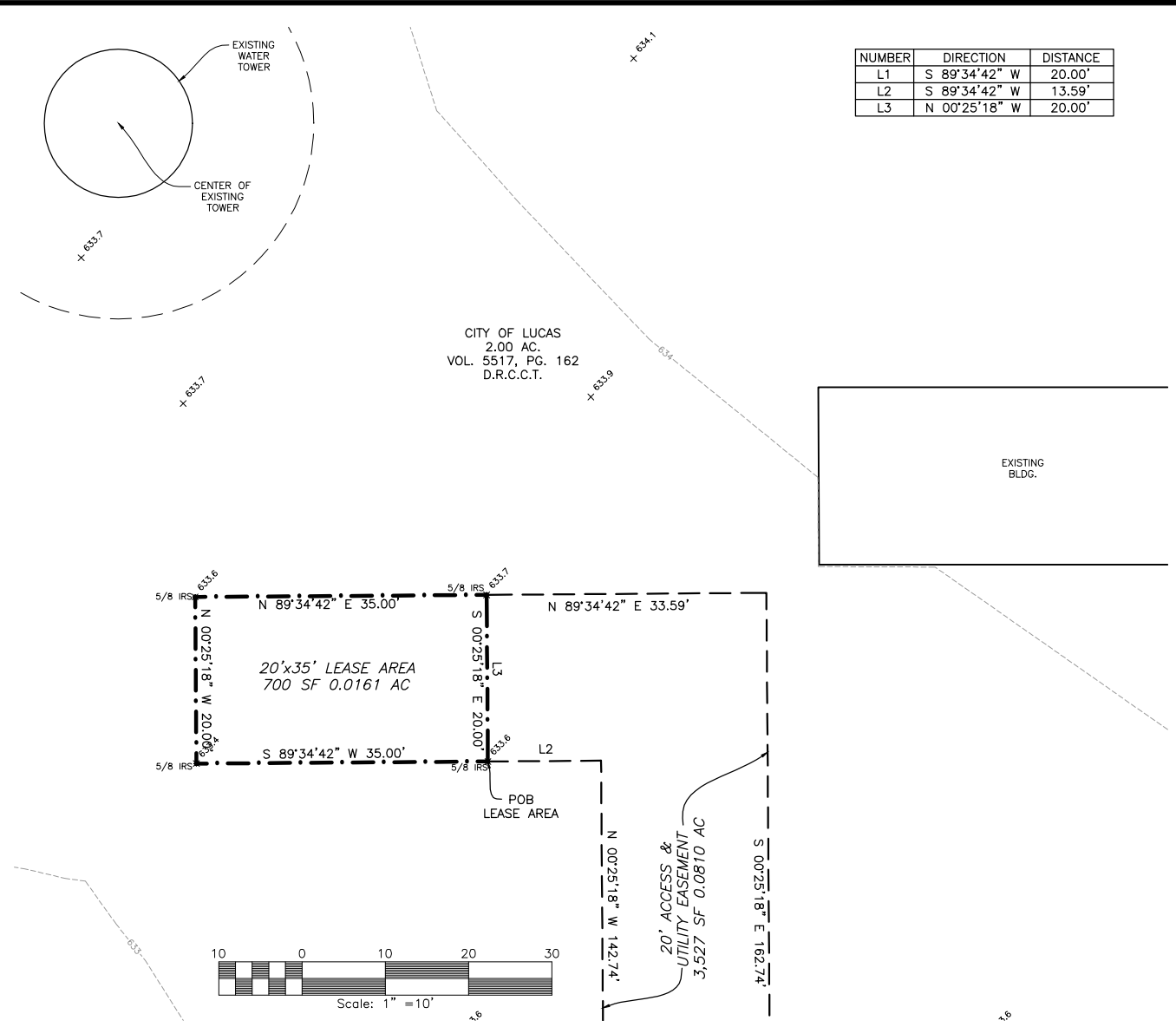
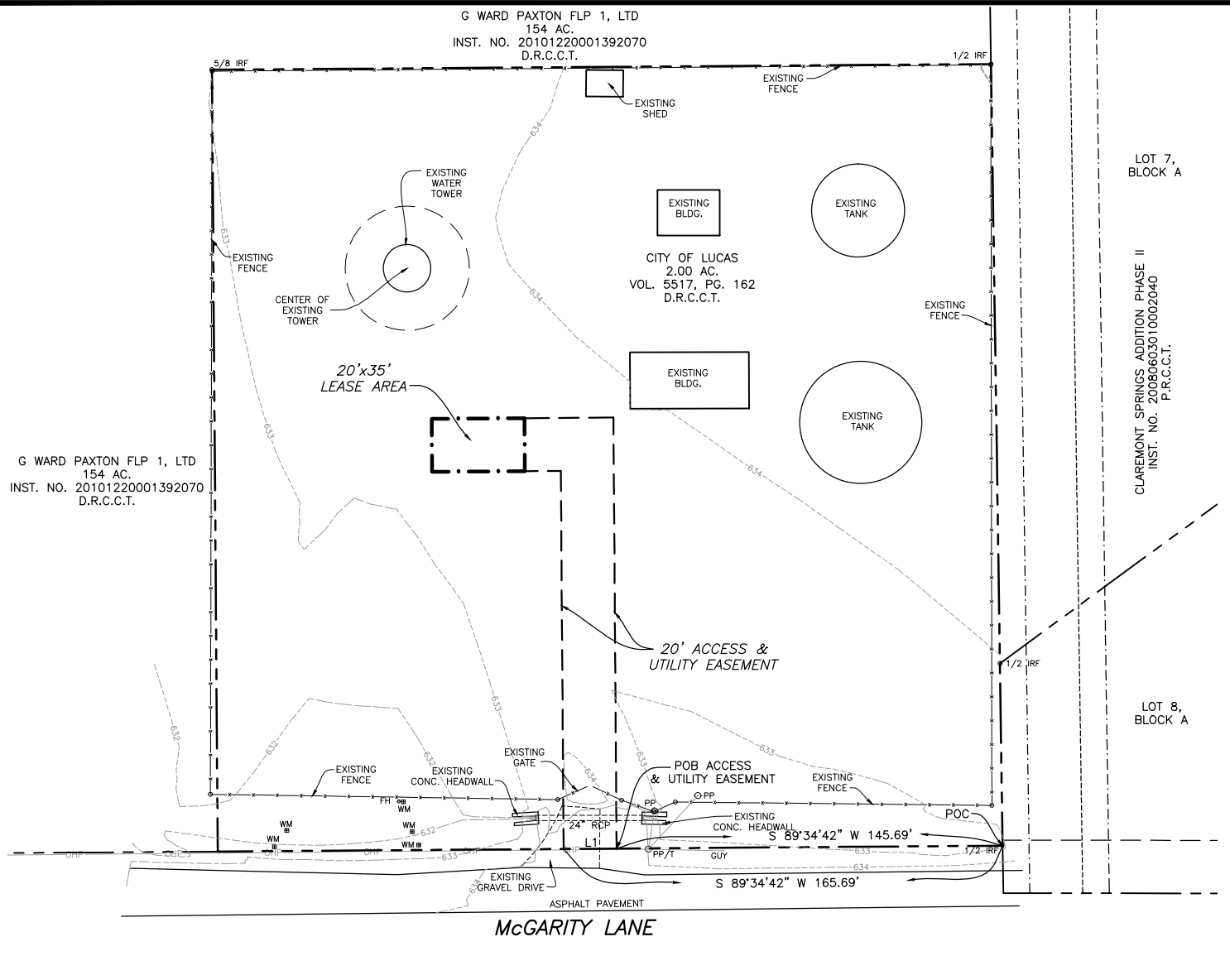
Exhibit "A"

Premises

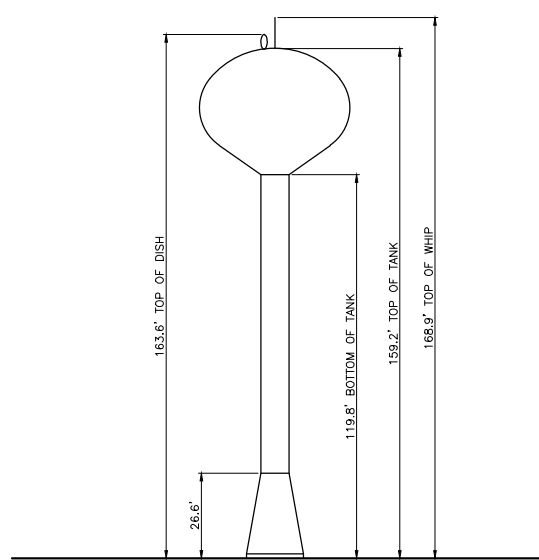
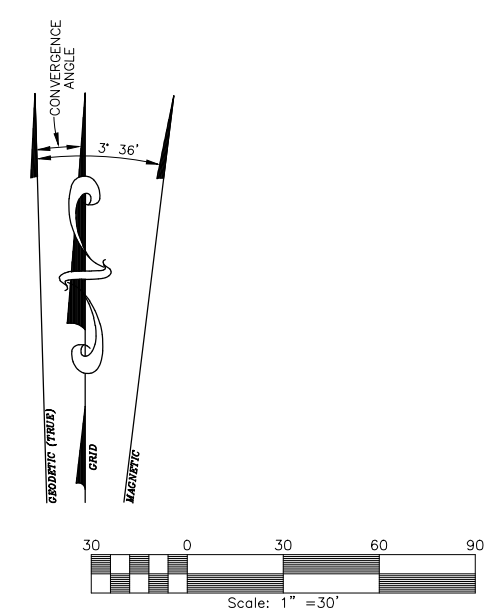
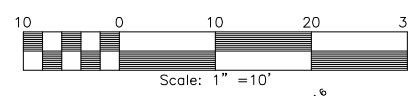


Exhibit "B"  
LICENSEE's Equipment

THU JUL 11, 2013 11:44 A  
 G:\ALLEN\JOBS\VERIZON\ALLEN\_ESTATES\267732.DWG  
 X-REFS: 267732.DWG



NUMBER	DIRECTION	DISTANCE
L1	S 89°34'42" W	20.00'
L2	S 89°34'42" W	13.59'
L3	N 00°25'18" W	20.00'



TOWER ELEVATION  
N.T.S.

**LEGEND**

- PP - POWER POLE
- TPED - TELEPHONE RISER
- WV - WATER VALVE
- FH - FIRE HYDRANT
- ⊕ TOWER CENTROID
- ⊗ LP - LIGHT POLE
- ⊞ EM - ELECTRIC METER
- ⊞ GM - GAS METER
- IRS - IRON ROD SET
- IRF - IRON ROD FOUND
- ⊞ TBM BENCH MARK
- ▭ BUILDING LINES
- FENCE LINE
- GHP - POWER LINE

**VICINITY MAP**

**PROJECT INFORMATION**

CENTER OF TOWER COORDINATES:  
 NAD83:  
 LAT 33° 05' 36.3658"  
 LONG 96° 36' 43.6999"  
 ELEV. 633.7 FEET (AMSL NAVD88)

NOTES:  
 INGRESS/EGRESS IN COMMON WITH LESSOR.  
 LATITUDE AND LONGITUDE SHOWN HEREON ARE BASED ON NAD83 AND ELEVATIONS NAVD 1988.  
 MAGNETIC DECLINATION INFORMATION TAKEN FROM NOAA WEB SITE AND IS APPROXIMATE.  
 LATITUDE AND LONGITUDE FROM GPS OBSERVATIONS PERFORMED COINCIDENT WITH SURVEY, 1983 NORTH AMERICAN DATUM.  
 BASIS OF ELEVATION: GPS OBSERVATIONS PERFORMED COINCIDENT WITH SURVEY.  
 BASIS OF BEARINGS: GRID BEARINGS BASED ON GPS OBSERVATIONS PERFORMED COINCIDENT WITH SURVEY.  
 CONVERGENCE ANGLE: 01° 01' 47"

BY GRAPHIC PLOTTING ONLY, THIS PROPERTY IS WITHIN ZONE "X". AREAS OUTSIDE OF A 100 YR. FLOOD PLAIN AS SHOWN BY FIRM MAP COMMUNITY-PANEL NUMBER 48085C0405J, DATED JUNE 2, 2009. NO SURVEYING WAS DONE TO DETERMINE THIS FLOOD ZONE.

**SURVEYOR'S CERTIFICATE**

The undersigned hereby certifies unto Verizon Wireless that (a) this survey drawing is based upon an on-the-ground survey made by the undersigned on July 09, 2013, and as to matters of record relies upon Abstractor's Certificate # \_\_\_\_\_, dated effective as of \_\_\_\_\_, issued by \_\_\_\_\_, covering the Lease Property (the "Lease Property") described on this drawing; (b) this survey accurately shows to the best of my knowledge upon review of the existing recorded instruments provided (1) the location of any buildings, structures and other improvements situated on or within the Lease Property, (2) the facts found by the undersigned at the time of said survey, (3) the courses and measured distances of the perimeter boundaries of the Lease Property, and (4) all setback lines, encroachments, easements and rights-of-way across, abutting or affecting the Lease Property, as shown on the Abstractor's Certificate or otherwise known to or observed by the undersigned, along with any recording information for such setback lines, encroachments, easements and rights-of-way; (c) the area of the Lease Property shown hereon is accurate to the nearest square foot, and there are no discrepancies, conflicts or shortages in area or boundary lines; (d) the legal description attached to this survey accurately state the courses and measured distances found in performing the on-the-ground survey; (e) except as shown on the survey drawing, to the best of my knowledge upon review of the existing recorded instruments provided, there are no (1) visible easements or rights-of-way across or abutting or affecting the Lease Property, (2) easements or rights-of-way across or abutting or affecting the Lease Property of which the undersigned has been advised, (3) visible encroachments from the Lease Property onto an adjacent property, or onto easements, streets, or alleys, by any of the Lease Property building structures or other improvements, or (4) visible encroachments on the Lease Property by building structures or other improvements situated on adjoining property; (f) no portion of the Lease Property has been designated as lying within a flood zone or flood prone area as designated on the most recent Flood Insurance Rate Map promulgated by the Federal Emergency Management Agency, except as shown hereon; and (g) this professional service conforms to the current Texas Society of Professional Surveyors Standards and Specifications for a Category 1A, Condition II Survey.

Kurtis R. Webb  
R.P.L.S. #4125

PRELIMINARY

KRW JOB NO: 213-201

500 WEST DOWE ROAD  
SOUTHPLAKE, TEXAS 76082  
PHONE: (817) 801-3000  
FAX: (817) 611-5680

---

SURVEY

SITE NAME: ALLEN\_ESTATES  
 SITE NUMBER: 267732  
 2295 MCGARITY LANE  
 LUCAS, TX 75002

---

---

NO.	DATE	DESCRIPTION
1	07/09/2013	DATE OF SURVEY
2	07/11/2013	ISSUED
3		
4		
5		
6		
7		

---

SV-1

20' X 35' LEASE AREA

BEING a tract of land situated in the William Snyder Survey, Abstract No. 821, City of Lucas, Collin County, Texas, also being out of and a portion of that certain tract 2.00 acre tract of land conveyed to the City of Lucas by that Special Warranty Deed dated September 26, 2003, and recorded in Volume 5517, Page 162, Deed Records, Collin County, Texas, and being more particularly described by metes and bounds as follows:

COMMENCING at the southeast corner of said 2.00 acre tract, same being in the north right-of-way line of McGarity Road, same point bears South 17 degrees 14 minutes 05 seconds East, a distance of 0.21 feet from a 1/2 inch iron rod found, also bears South 00 degrees 43 minutes 57 seconds East, a distance of 68.84 feet from a 1/2 inch iron rod found at the intersection of the northwest corner of Lot 8, Block A, and the southwest corner of Lot 7, Block A of the Claremont Springs Addition, Phase II, an addition to the City of Lucas, Texas, recorded in Instrument No. 20080603010002040, Plat Records, Collin County, Texas, also same corner being in the east line of said 2.00 acre tract;

THENCE along the north right-of-way line of said McGarity Road, same being the south line of said 2.00 acre tract, South 89 degrees 34 minutes 42 seconds West, a distance of 165.69 feet to a Point;

THENCE departing the north right-of-way line of said McGarity Road, through the interior of said 2.00 acre tract, the following two (2) courses;

1. North 00 degrees 25 minutes 18 seconds West, a distance of 142.74 feet to a Point;
2. South 89 degrees 34 minutes 42 seconds West, a distance of 13.59 feet to a 5/8" iron rod set with cap marked "WEBB-4125" at the Southwest corner of the herein described Lease Area for the POINT OF BEGINNING hereof;

THENCE continuing through the interior of said 2.00 acre tract, the following four (4) courses;

1. South 89 degrees 34 minutes 42 seconds West, a distance of 35.00 feet to a 5/8" iron rod set with cap marked "WEBB-4125" for the Southwest corner of the herein described Lease Area;
2. North 00 degrees 25 minutes 18 seconds West, a distance of 20.00 feet to a 5/8" iron rod set with cap marked "WEBB-4125" for the Northwest corner of the herein described Lease Area;
3. North 89 degrees 34 minutes 42 seconds East, a distance of 35.00 feet to a 5/8" iron rod set with cap marked "WEBB-4125" for the Northeast corner of the herein described Lease Area;
4. South 00 degrees 25 minutes 18 seconds East, a distance of 20.00 feet to the POINT OF BEGINNING hereof and containing 0.0161 acres or 700 square feet of land, more or less.

20' ACCESS & UTILITY EASEMENT

BEING a tract of land situated in the William Snyder Survey, Abstract No. 821, City of Lucas, Collin County, Texas, also being out of and a portion of that certain tract 2.00 acre tract of land conveyed to the City of Lucas by that Special Warranty Deed dated September 26, 2003, and recorded in Volume 5517, Page 162, Deed Records, Collin County, Texas, and being more particularly described by metes and bounds as follows:

COMMENCING at the southeast corner of said 2.00 acre tract, same being in the north right-of-way line of McGarity Road, same point bears South 17 degrees 14 minutes 05 seconds East, a distance of 0.21 feet from a 1/2 inch iron rod found, also bears South 00 degrees 43 minutes 57 seconds East, a distance of 68.84 feet from a 1/2 inch iron rod found at the intersection of the northwest corner of Lot 8, Block A, and the southwest corner of Lot 7, Block A of the Claremont Springs Addition, Phase II, an addition to the City of Lucas, Texas, recorded in Instrument No. 20080603010002040, Plat Records, Collin County, Texas, also same corner being in the east line of said 2.00 acre tract;

THENCE along the north right-of-way line of said McGarity Road, same being the south line of said 2.00 acre tract, South 89 degrees 34 minutes 42 seconds West, a distance of 145.69 feet to the POINT OF BEGINNING hereof;

THENCE continuing along the north right-of-way line of said McGarity Road, same being the south line of said 2.00 acre tract, South 89 degrees 34 minutes 42 seconds West, a distance of 20.00 feet to a Point;

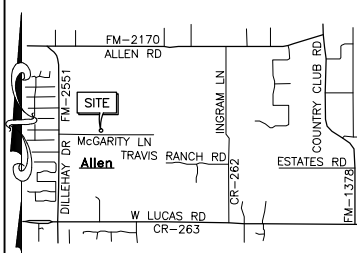
THENCE departing the north right-of-way line of said McGarity Road, through the interior of said 2.00 acre tract, the following five (5) courses;

1. North 00 degrees 25 minutes 18 seconds West, a distance of 142.74 feet to a Point;
2. South 89 degrees 34 minutes 42 seconds West, a distance of 13.59 feet to a Point, same being a 5/8" iron rod set with cap marked "WEBB-4125" at the Southwest corner of the hereon described Lease Area;
3. North 00 degrees 25 minutes 18 seconds West, along the East line of said Lease Area, a distance of 20.00 feet to a Point, same being a 5/8" iron rod set with cap marked "WEBB-4125" at the Northeast corner of the hereon described Lease Area;
4. North 89 degrees 34 minutes 42 seconds East, a distance of 33.59 feet to a Point;
5. South 00 degrees 25 minutes 18 seconds East, a distance of 162.74 feet to the POINT OF BEGINNING hereof and containing 0.0810 acres or 3,527 square feet of land, more or less.

LEGEND

- PP - POWER POLE
- TPED - TELEPHONE RISER
- WV - WATER VALVE
- FH - FIRE HYDRANT
- ⊕ TOWER CENTROID
- ⊗ LP - LIGHT POLE
- ⊞ EM - ELECTRIC METER
- ⊞ GM - GAS METER
- IRS - IRON ROD SET
- IRF - IRON ROD FOUND
- TBM BENCH MARK
- ▬ BUILDING LINES
- ▬ FENCE LINE
- ▬ GHP - POWER LINE

VICINITY MAP



PROJECT INFORMATION

CENTER OF TOWER COORDINATES:  
 NAD83:  
 LAT 33° 05' 36.3658"  
 LONG 96° 36' 43.6999"  
 ELEV. 633.7 FEET (AMSL NAVD88)

NOTES:  
 INGRESS/EGRESS IN COMMON WITH LESSOR.

LATITUDE AND LONGITUDE SHOWN HEREON ARE BASED ON NAD83 AND ELEVATIONS NAVD 1988.

MAGNETIC DECLINATION INFORMATION TAKEN FROM NOAA WEB SITE AND IS APPROXIMATE.

LATITUDE AND LONGITUDE FROM GPS OBSERVATIONS PERFORMED COINCIDENT WITH SURVEY, 1983 NORTH AMERICAN DATUM.

BASIS OF ELEVATION: GPS OBSERVATIONS PERFORMED COINCIDENT WITH SURVEY.

BASIS OF BEARINGS: GRID BEARINGS BASED ON GPS OBSERVATIONS PERFORMED COINCIDENT WITH SURVEY.

CONVERGENCE ANGLE: 01° 01' 47"

BY GRAPHIC PLOTTING ONLY, THIS PROPERTY IS WITHIN ZONE "X", AREAS OUTSIDE OF A 100 YR. FLOOD PLAIN AS SHOWN BY FIRM MAP COMMUNITY-PANEL NUMBER 48085C0405J, DATED JUNE 2, 2009. NO SURVEYING WAS DONE TO DETERMINE THIS FLOOD ZONE.

SURVEYOR'S CERTIFICATE

The undersigned hereby certifies unto Verizon Wireless that (a) this survey drawing is based upon an on-the-ground survey made by the undersigned on July 09, 2013, and as to matters of record relies upon Abstractor's Certificate # \_\_\_\_\_, dated effective as of \_\_\_\_\_, issued by \_\_\_\_\_, covering the Lease Property (the "Lease Property") described on this drawing; (b) this survey accurately shows to the best of my knowledge upon review of the existing recorded instruments provided (1) the location of any buildings, structures and other improvements situated on or within the Lease Property, (2) the facts found by the undersigned at the time of said survey, (3) the courses and measured distances of the perimeter boundaries of the Lease Property, and (4) all setback lines, encroachments, easements and rights-of-way across, abutting or affecting the Lease Property, as shown on the Abstractor's Certificate or otherwise known to or observed by the undersigned, along with any recording information for such setback lines, encroachments, easements and rights-of-way; (c) the area of the Lease Property shown hereon is accurate to the nearest square foot, and there are no discrepancies, conflicts or shortages in area or boundary lines; (d) the legal description attached to this survey accurately state the courses and measured distances found in performing the on-the-ground survey; (e) except as shown on the survey drawing, to the best of my knowledge upon review of the existing recorded instruments provided, there are no (1) visible easements or rights-of-way across or abutting or affecting the Lease Property, (2) easements or rights-of-way across or abutting or affecting the Lease Property of which the undersigned has been advised, (3) visible encroachments from the Lease Property onto an adjacent property, or onto easements, streets, or alleys, by any of the Lease Property building structures or other improvements, or (4) visible encroachments on the Lease Property by building structures or other improvements situated on adjoining property; (f) no portion of the Lease Property has been designated as lying within a flood zone or flood prone area as designated on the most recent Flood Insurance Rate Map promulgated by the Federal Emergency Management Agency, except as shown hereon; and (g) this professional service conforms to the current Texas Society of Professional Surveyors Standards and Specifications for a Category 1A, Condition II Survey.

Kurtis R. Webb  
 R.P.L.S. #4125

PRELIMINARY

KRW JOB NO: 213-201

SURVEY

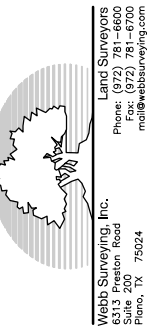
SITE NAME: ALLEN\_ESTATES  
 SITE NUMBER: 267732  
 2295 MCGARITY LANE  
 LUCAS, TX 75002

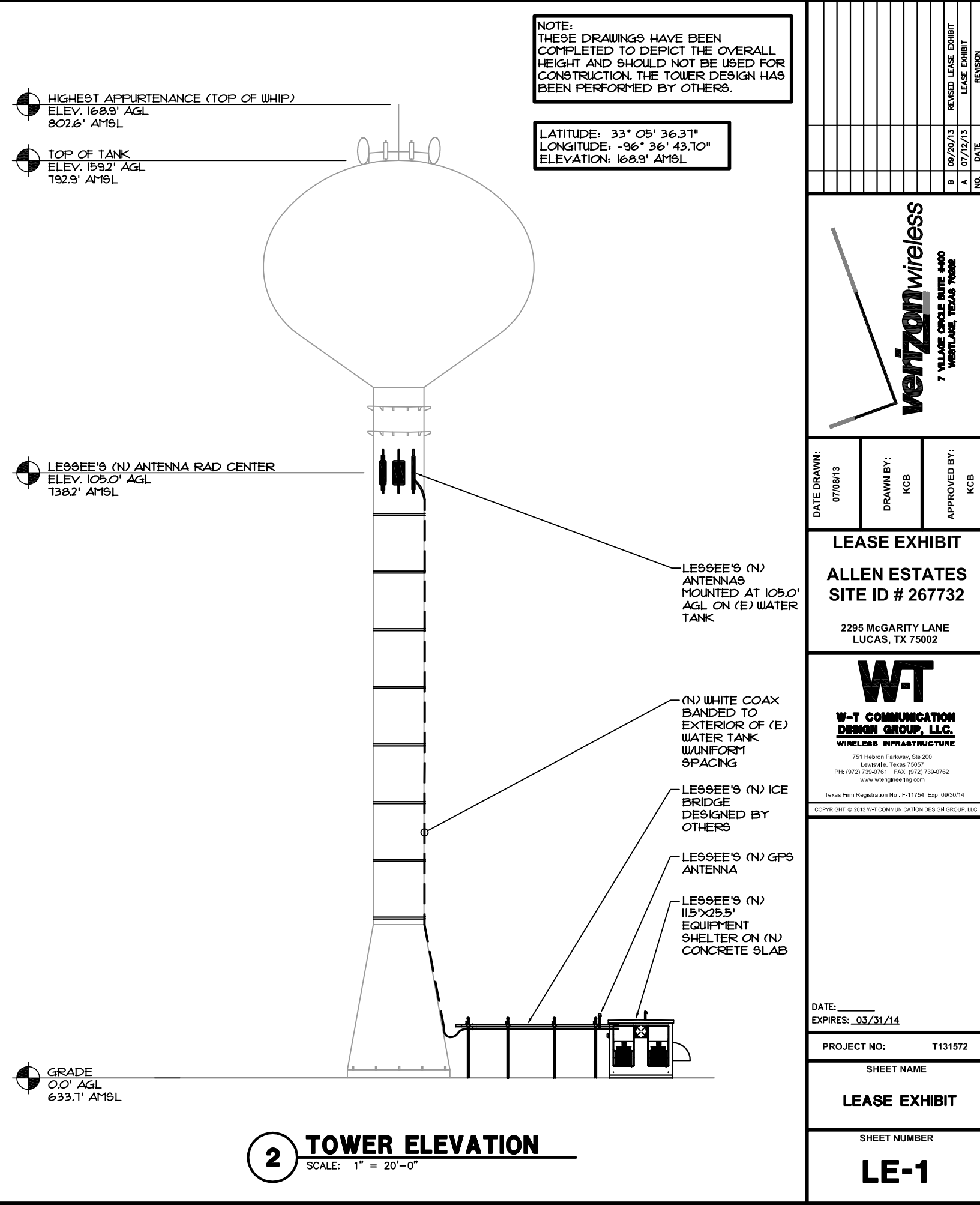
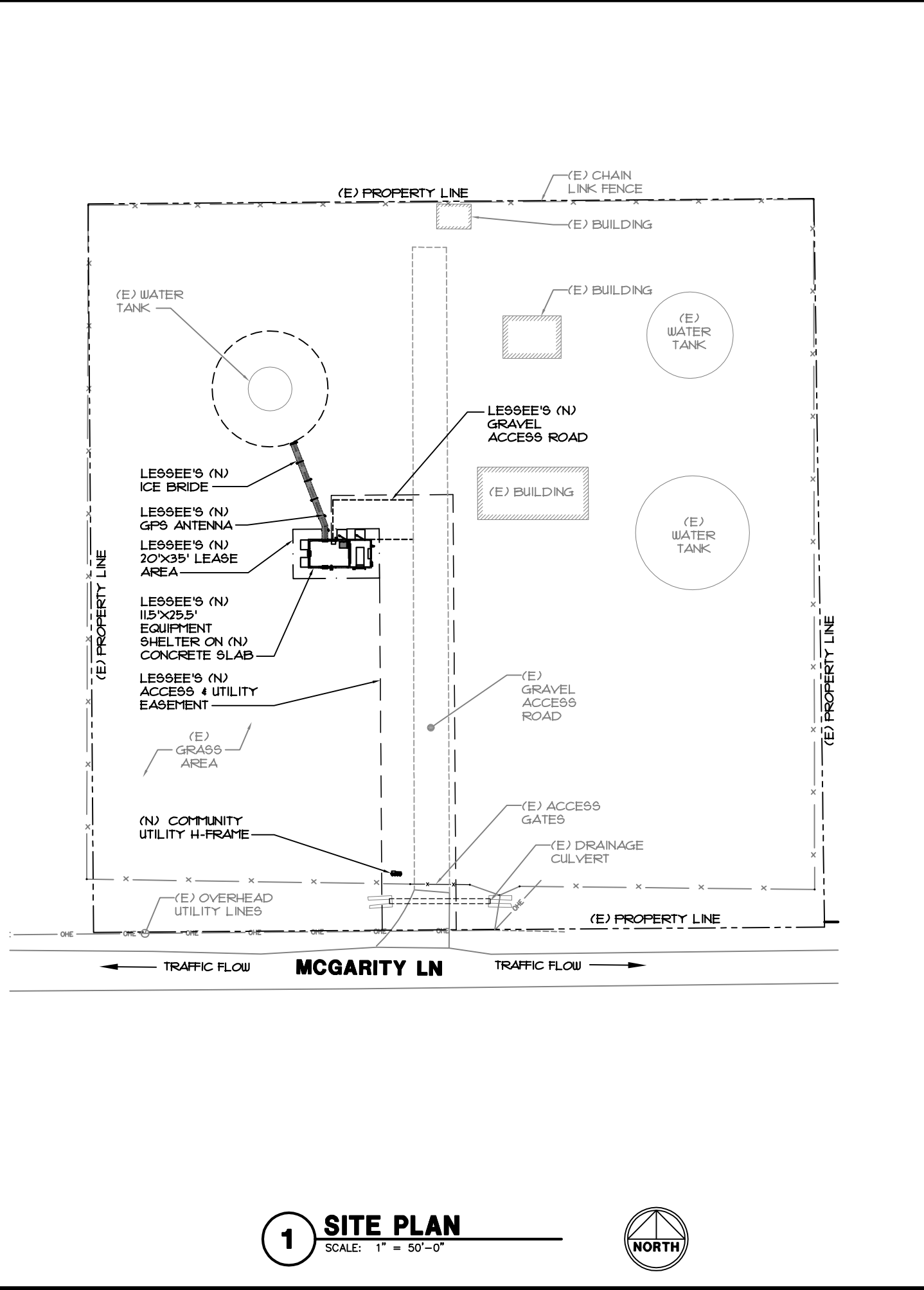


DRWN KRW  
 CK KRW

NO.	DATE	DESCRIPTION
1	07/09/2013	DATE OF SURVEY
2	07/11/2013	ISSUED
3		
4		
5		
6		
7		

SV-2





NO.	DATE	REVISION
B	09/20/13	REVISED LEASE EXHIBIT
A	07/12/13	LEASE EXHIBIT

**verizon wireless**  
7 VILLAGE CIRCLE SUITE 4400  
WESTLAKE, TEXAS 75086

DATE DRAWN:	07/08/13
DRAWN BY:	KCB
APPROVED BY:	KCB

**LEASE EXHIBIT**  
**ALLEN ESTATES**  
**SITE ID # 267732**  
2295 MCGARITY LANE  
LUCAS, TX 75002

**W-T**  
**W-T COMMUNICATION DESIGN GROUP, L.L.C.**  
WIRELESS INFRASTRUCTURE  
751 Hebron Parkway, Ste 200  
Lewisville, Texas 75057  
Ph: (972) 739-0761 FAX: (972) 739-0762  
www.wtengineering.com  
Texas Firm Registration No.: F-11754 Exp: 09/30/14  
COPYRIGHT © 2013 W-T COMMUNICATION DESIGN GROUP, L.L.C.

DATE: \_\_\_\_\_  
EXPIRES: 03/31/14

PROJECT NO: T131572

SHEET NAME  
**LEASE EXHIBIT**

SHEET NUMBER  
**LE-1**

# Monthly Lease and License Rates For Wireless

City of Lucas				
AT&T	Skybeam	Suddenlink	Verizon	Verizon
2005-07-00259	2012-05-00389	Ground	License	Ground
Lease	License	Lease	Proposed 3 Antennas	License Proposed

Old Water Tower  
 McGarity Water Tower  
 Winningkoff Water Tower  
 Winningkoff Property  
 Old City Hall  
 Start Date  
 End Date  
 Renewals  
 Renewal Length  
 Renewal Fee Increase

	\$ 400			
	\$ 400		\$ 1,800	
\$ 1,500	\$ 400			
				To Be Negotiated
		\$ 1,200		
07/18/2005	05/17/2012	12/06/2012	5 years	5 years
07/18/2010	05/17/2015	12/06/2015		
4	none	1	4	4
5 years		3 years	5 years	5 years
none		5%	10%	10%

City of Fairview	City of Fairview	City of Allen	City of Wylie	City of Sachse
Verizon	AT&T			
License	License	Lease	None	None
3 Antennas	6 Antennas			
Proposed		In General		

Water Tower  
 Start Date  
 End Date  
 Renewals  
 Renewal Length  
 Renewal Fee Increase

\$ 1,725	\$ 2,308	\$ 1,666
5 years		5 year
2		3 or 4
5 years		5 year
15%		3%



**City of Lucas  
Council Agenda Request**

Council Meeting: November 21, 2013

Requestor: J. Kitchens

Prepared by: J Kitchens

Account Code #: \_\_\_\_\_

Date Prepared: 11/12/2013

Budgeted Amount: \$ \$0.00

Exhibits:  Yes     No

**AGENDA SUBJECT:**

Discuss and Consider the approval of a First Responder Service Agreement between the East Texas Medical Center Emergency Medical Service and Lucas Fire Rescue Department and authorize Fire Chief Jim Kitchens to execute the agreement.

**RECOMMENDED ACTION:**

Allow Fire Chief to sign, as FRO Administrator, the agreement with presented.

**SUMMARY:**

This agreement must be in place before we can apply to the State for an Advanced First Responder License.

EMS Provider Agreement with ETMC - To allow Lucas Fire Department to provide Advance Life Support to patients prior to East Texas Medical Ambulance arrival. The contract will serve as an addendum to the current contract. That contract expires at the end of February 2014.

**APPROVED BY:** \_\_\_\_\_

Initial/Date

Department Director: JRK / 11/12/2013

City Manager: \_\_\_\_\_

## FIRST RESPONDER SERVICE AGREEMENT

THIS FIRST RESPONDER SERVICE AGREEMENT (the "Agreement") is made effective November, 2013 ("Effective Date"), by and between **EAST TEXAS MEDICAL CENTER EMERGENCY MEDICAL SERVICE** ("EMS") and **LUCAS FIRE RESCUE DEPARTMENT** ("First Responder"). EMS and First Responder are sometimes collectively referred to as the "Parties" and sometimes singularly referred to as the "Party."

1. **Recitals.** EMS is a licensed emergency medical services provider. EMS is operating under the laws of the State of Texas and the rules and regulations of the Texas Department of State Health Services and other entities having responsibility and control. EMS desires to have First Responder work in cooperation with EMS to provide immediate on-scene care to ill or injured persons (subject to the terms of this Agreement), but without transporting those persons.
2. **Agreement.** EMS and First Responder agree that First Responder shall provide first response emergency medical services (which shall be defined to include initial stabilization and trained assistance to ill or injured persons on-scene and, when required, enroute to medical facilities, as well as extraction and rescue services (collectively referred to herein as the "Services") subject to the terms of this Agreement.
3. **Representation of First Responder.** First Responder represents to EMS that:
  - (a) First Responder is a non-profit corporation organized under the laws of the State of Texas and is in good standing with the State of Texas;
  - (b) The person executing the Agreement on behalf of First Responder is duly authorized to execute this Agreement and to bind First Responder;
  - (c) First Responder has the necessary corporate authority to perform its requirements under this Agreement and to perform the Services;
  - (d) The execution of this Agreement by First Responder will not violate its articles of incorporation, bylaws or any agreement by which First responder is bound;
  - (e) First Responder shall equip and maintain on board its rescue unit or fire truck responding under this Agreement at least the equipment and supplies listed on **Exhibit A** attached hereto. Such list may be amended from time to time by the action of the Medical Control Board, which action shall constitute an amendment to this Agreement and shall be effective thirty (30) days following receipt of written notice thereof by First Responder unless the Medical Control Board shall provide otherwise, but in no event shall it shorten the time.

## FIRST RESPONDER SERVICE AGREEMENT

4.

**Responsibilities of EMS.** EMS will coordinate with and support First Responder by providing the following:

- (a) entry-level and in-service training programs to members of First Responder;
- (b) paramedic-assist training;
- (c) administrative and clerical assistance, when funds are available to First Responder, in the purchase of an automated external defibrillator(AED) unit;
- (d) an integrated quality improvement program;
- (e) a medical supplies exchange program by offering maintenance or replacement, as the case may be, of supplies employed in First Responder's pursuit of cooperative efforts to EMS;
- (f) assistance with fund-raising for the purchase of emergency equipment such as automatic defibrillators;
- (g) sponsorship of an at-cost group purchasing program for medical supplies with other first responders affiliated with EMS;
- (h) support to the extent support can be funded by the First Responder Support Fund established under the Master Contract and can be timely in place;
- (i) the assumption of responsibility for the actions of First Responder crew members who accompany patients on EMS vehicles at the request or upon the need or apparent need of EMS personnel;
- (j) prompt return to station for First Responder members after accompanying an EMS crew to a medical facility where such action is required;
- (k) provide First Responder Department with a copy of patient care protocols and review protocols as needed to meet patient care criteria and changes in system standard of care;
- (l) review patient care provided by First Responder in an approved format and make recommendations for correcting actions, if needed;
- (m) provide a list of minimum equipment required for patient care that is approved by the EMS Medical Director



## FIRST RESPONDER SERVICE AGREEMENT

5. **Responsibilities of First Responder.** First Responder agrees that it will:
- (a) perform the services in such a manner as to provide first response emergency medical services to persons residing in areas served by First Responder and EMS to enable EMS to perform its responsibilities.
  - (b) respond to all first response calls within the area served by First Responder when so requested by EMS or 911 control center personnel on a 24 hour per day, 7 days per week basis when appropriate personnel are available;
  - (c) maintain minimum equipment levels on board the responding unit at levels determined from time to time by the Medical Control Board of EMS;
  - (d) abide by the System Standard of Care as may be established by the Medical Control Board and comply with all standards, rules and regulations enacted by local, state or national governmental or accreditation bodies or agencies having legal authority or accreditation responsibility over the provision of emergency medical services;
  - (e) cooperate with and assist EMS in all periodic reviews, reports and evaluations of emergency medical services and in rendering of the quality of service desired by EMS in its efforts including Automated External Defibrillation service;
  - (f) provide and maintain in good working order and condition one or more rescue units or fire trucks which will enable First Responder to render the Services;
  - (g) furnish EMS on a regular and continuous basis with such patient care data, reports and information as EMS reasonably requires and in a form satisfactory to EMS;
  - (h) maintain any license, permits, registrations and certifications required to enable First Responder to render the Services;
  - (i) First Responder personnel are required by the Texas Department of State Health Services to be identified at the scene of patient care by at least name of service, name of individual and level of certification;
  - (j) First Responder personnel certified/trained in one of the following areas may be involved in aspects of patient care at the scene: DSHS certification, Basic/Advanced First Aid, CPR, Extrication,
  - (k) HAZMAT and AED operation;
  - (l) First Responder will use response codes according to severity of call and policies and procedures set by First Responder policies and procedures;
  - (m) First Responder personnel will not carry or use ALS supplies unless individuals on the department are pre-approved to provide certain ALS procedures outlined by the EMS Medical Director;

## FIRST RESPONDER SERVICE AGREEMENT

- (n) First Responder is responsible for patient care until arrival of Advanced Care Providers. Upon arrival of EMS unit, First Responder shall relinquish patient care to EMS crew and give verbal report;
  - (o) First Responder personnel may accompany EMS unit to hospital upon request of EMS, when personnel are available;
  - (p) First Responder shall be responsible for maintaining written and verbal patient confidentiality;
  - (q) EMS shall be the only entity authorized to cancel enroute EMS response units;
  - (r) First Responder are to document patient care activities and maintain copies of the patient care records;
  - (s) First Responder is to appoint a member to review patient care documentation and report activities in an approved format to the EMS Quality Assurance Program;
6. **Term.** The term of this Agreement shall begin on the Effective Date stated in the first paragraph of this Agreement and run for a period of two (2) years, unless earlier terminated or continued in force as provided in this Agreement.
7. **Continuation in Force:** This Agreement shall automatically continue in force at the end of this term and each renewal term thereafter, unless either of the Parties shall give written notice to the other of its desire that this Agreement shall not pass into a succeeding term but shall terminate at the end of the current term. Such notice shall be received ninety (90) days prior to the end of the then current term. Notwithstanding any other provision hereto, in the event EMS no longer has the exclusive right to provide ambulance services within the First Responder's geographic area, EMS may terminate this Agreement upon thirty (30) day's written notice to the First Responder.
8. **Termination on Notice of Default.** In the event either Party shall give written notice to the other that such other Party has substantially defaulted in the performance of any obligation under this Agreement, and such default shall not have been cured within fifteen (15) days following the giving of such notice, the Party giving such notice shall have the right to immediately terminate this Agreement.
9. **Changes in Regulations and Rules.** Each of the Parties hereto acknowledge that to some extent the regulatory supervision of this business is becoming more significant. There are supervisory laws and rules coming from both state and federal government sources. It is agreed that this Agreement is an attempt by both Parties to abide within existing rules and regulations affecting it from all appropriate regulatory entities. It is further agreed that any future rules and regulations or changes in the same which are contrary to the terms hereof or which place a new or additional responsibility on the Parties shall be deemed to control the Parties hereto in the event the same is of a mandatory nature and is not merely discretionary.

## FIRST RESPONDER SERVICE AGREEMENT

10. **Notices.** Any notice, demand or other communication required or permitted to be given either Party hereunder will be in writing and will be deemed to have been delivered when actually received, or, regardless of whether or not received, on the first (1<sup>st</sup>) business day after having been deposited in the United States mail, registered or certified mail, return receipt requested, addressed to the respective Party at the address indicated below, or to such other address as may hereafter be indicated by written notice delivered in accordance with the terms hereof to the other Party:

**If to EMS:** East Texas Medical Center EMS  
Emergency Medical Services  
352 South Glenwood  
Tyler, Texas 75702  
Attention: Vice President/Chief Operating Officer

**If to First Responder:** Lucas Fire Rescue Department  
665 Country Club Rd.  
Lucas, Texas 75002  
Attention: First Responder Administrator

**If to Medical Director:** William Moore, MD  
352 South Glenwood  
Tyler, Texas 75702

As Medical Director of East Texas Medical Center EMS I am in agreement with terms of the First Responder Service Agreement between Parties listed above:

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

11. **Assignment.** EMS shall have the right to assign this Agreement to any related or affiliated entity of **East Texas Medical Center Regional Healthcare System** without the consent of either Party. Otherwise the rights and obligations of this Agreement may not be assigned by any Party to this Agreement without the prior written consent of the non-assigning parties. Such written consent shall not be unreasonably withheld.
12. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Texas.
13. **Relationship of the Parties.** First Responder is an independent contractor and is not an agent, servant, employee, partner, joint venturer or similar relationship of EMS. Furthermore, no agents or employees of First Responder shall be considered employees or agents of EMS. EMS and First Responder declares that First Responder meets the qualifications of, and is operation as, an independent contractor under Article 8308, Section 3.05 (a) (1) of the Texas Workers'

**FIRST RESPONDER SERVICE AGREEMENT**


Compensation Act, as it currently reads and as such, First Responder assumes the responsibility for the volunteers and other workers of its unit in their performance of work. Nothing herein shall authorize either Party to act as agent for the other, except to the extent specifically set forth in this Agreement.

- 14. **Integration.** This Agreement constitutes the entire agreement between the Parties hereto pertaining to the subject matter hereof and supersedes all prior and contemporaneous agreements, understandings, negotiations and discussions of the Parties, whether written or oral, and other agreements between the Parties hereto in connection with the subject matter, except as specifically set forth herein.

**IN WITNESS WHEREOF**, the Parties hereto have executed this Agreement the day and year first above written.

**EMS:**

**EAST TEXAS MEDICAL CENTER d/b/a  
EAST TEXAS MEDICAL CENTER EMERGENCY  
MEDICAL SERVICE**

By:   
\_\_\_\_\_  
**T.C. Howard**  
**Director of Clinical Services**

**FIRST RESPONDER:**

**LUCAS FIRE RESCUE DEPT.**

By: Name: \_\_\_\_\_ Title: \_\_\_\_\_  
**First Responder Administrator**

# FIRST RESPONDER SERVICE AGREEMENT

## EXHIBIT A

### Lucas Fire Rescue Volunteer Fire Dept. Equipment and Supplies List

1. Extrication Collars ( 1 each – pediatic, small, medium, large)
2. Head immobilization device (head rolls)
3. Suction Device (hand powered or battery powered)
4. Bag-Valve-Mask (adult, child, infant)
5. Portable oxygen with regulator
6. Oxygen Delivery Devices (1 each - simple, non-rebreather, cannula)
7. Multi trauma dressing
8. Sterile Gauze Pads (1 dozen)
9. Occlusive Dressing (1)
10. Kerlix or similar roller adhering bandage (6)
11. Adhesive Tape (2 rolls)
12. Splints for extremities (one each size – small, medium, large)
13. Triangular bandages (2)
14. Long Spine board with straps
15. Bandage scissors (1)
16. Blood pressure cuff (adult and pediatric)
17. Stethoscope (1)
18. Penlight (1)
19. Protective Gloves (small, medium, large)-2 pairs each
20. Protective Goggles and Mouth Barrier (2)
21. CPR Barrier Device (1)
22. Sterile Burn Sheet (1 set)
23. OB Kit
24. Medical Protocols (if required)
25. Glucose paste (1)
26. Glucometer (1) Test strips (5) Finger sticks (5) (not a required item)
27. Disaster Tags (5)
28. AED (not a required item)
29. Oropharyngeal airway (1 each adult and pediatric sizes)
30. Normal Saline or Sterile Water (1)

\_\_\_\_\_  
Medical Director Signature

\_\_\_\_\_  
Effective Date

\_\_\_\_\_  
Expiration Date



**City of Lucas  
Council Agenda Request**

Council Meeting: November 21, 2013

Requestor: \_\_\_\_\_

Prepared by: Kathy Wingo

Account Code #: N/A

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

Budgeted Amount: \$ N/A

Exhibits:  Yes  No

**AGENDA SUBJECT:**

- 14) Discuss and Consider the appointment of a Council Liaison for the Parks & Open Space Board.
- 15) Discuss and Consider the appointment of a Council Liaison for the Board of Adjustments.
- 16) Discuss and Consider the appointment of a Council Liaison for the Planning & Zoning Commission.
- 17) Discuss and Consider the appointment of a Council Liaison for the North Texas Municipal Water District.
- 18) Discuss and Consider the appointment of a Council Liaison for the North Texas Council of Governments.

**RECOMMENDED ACTION:**

**SUMMARY:**

**MOTION:**

I make a Motion to appoint:

\_\_\_\_\_ as Council Liaison for the Parks & Open Space Board.

\_\_\_\_\_ as Council Liaison for the Board of Adjustments.

\_\_\_\_\_ as Council Liaison for the Planning & Zoning Commission.

\_\_\_\_\_ as Council Liaison for the North Texas Municipal Water District.

\_\_\_\_\_ as Council Liaison for the North Texas Council of Governments.

**APPROVED BY:** \_\_\_\_\_ Initial/Date

Department Director: \_\_\_\_\_ / \_\_\_\_\_  
City Manager: \_\_\_\_\_ / \_\_\_\_\_



## City of Lucas Council Agenda Request

Council Meeting: November 21, 2013

Requestor: \_\_\_\_\_

Prepared by: Kathy Wingo

Account Code #: N/A

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

Budgeted Amount: \$ N/A

Exhibits:  Yes  No

### AGENDA SUBJECT:

Discuss and Consider the use of city facilities for non-city business meetings and events.

### RECOMMENDED ACTION:

### SUMMARY:

*October 30<sup>th</sup> email sent to City Secretary from Fire Chief:*

Trying to come up with the nights we need city hall is proving a little more difficult than I expected. I will list what I have below and you will see what I mean. I am checking with the Luke Crain our department Chaplin to see if we could use one of the rooms at the church. If that is not possible I will try Lovejoy ISD. I will get back with you as soon as possible.

Fire Training is the 2<sup>nd</sup> and 4<sup>th</sup> Tues of every month 1900 - 2200

EMS Training is the 3<sup>rd</sup> Tue, Wed, and Thurs. of every month 1900 – 2200

Community CPR Training is the 1<sup>st</sup> Monday of every Odd month.

CERT Member Training is on Mondays (When they have a class about 10 – 15 a year)

Department Quarterly Meeting 4<sup>th</sup> Tue at the end of every quarter. 1700-2200

Officers Meetings 1<sup>st</sup> Wed of every month. 1700-1900

Chief Leonard schedules extra classes several times a year when we have access to a special instructor.

### Special Classes

Ham Classes 10 to 15 a year usually on weekends.

CERT Basic classes

Every Wed 1830 – 2200 for 8 weeks (When scheduled)



Bobette Schedules (Most of these are in the evenings)

- Community neighbor safety meetings for Firewise Presentations
- Special Firewise classes on different topics.
- Storm spotter classes
- Ham radio special classes
- Firefighter Rehab Classes for CERT Members

*Jim Kitchens*  
*Fire Chief*

**MOTION:**

I make a Motion to ....

**APPROVED BY:** \_\_\_\_\_

Initial/Date

Department Director: \_\_\_\_\_ / \_\_\_\_\_

City Manager: \_\_\_\_\_ / \_\_\_\_\_



## MEMORANDUM

**DATE:** November 13, 2013  
**TO:** Mayor and City Council  
**FROM:** Dan Savage, Interim City Manager  
**SUBJECT:** Policy on Use of City Council Chambers

I have had several conversations with City staff regarding the use of the City Council Chambers. Right now it appears that the Council Chambers are only used for official City business such as Council meetings, Board and Commission meetings and things like election polling. In the past Council Chambers were used for non-city meetings and functions. When the new TV's, computers and other equipment were installed this year, the use of the Council Chambers was restricted because of the high cost of the equipment.

In the near future, we will tear down the Fire Station annex. When that occurs the Fire Department will want to use the Council Chambers of some of its training and other meetings. Because of that I have asked staff to start scheduling the City use of the Council Chambers in a more formal manner so we can coordinate normal City use with the Fire Department needs.

This is probably an appropriate time to develop a formal policy for Council Chamber use. If the City council is interested in moving forward on this, I will draft a policy statement with a number of options for the City Council to consider and discuss.

One way to approach this is to pose a series of questions that may need to be addressed:

- 1). Who can use the Council Chambers?
- 2). Who is responsible for loss damage, and/or cleanup?

- 3). Will there be a charge or a deposit for non-city use of the Council Chambers?
- 4). Who will have priority over the use of the Council Chamber?
- 5). Will food or drink be permitted?
- 6). Will a City staff person have to be present?
- 7). How will the space be reserved?
- 8). How often can it be used?

It is my understanding that the proposed training room in the Fire Station addition will be available for use as a community room. If a policy is developed for the Council Chambers, it could be used as the basis for a policy for the Fire Department training room when that is available in 2015.

Thank You,

Dan Savage  
Interim City Manager



**City of Lucas  
Council Agenda Request**

Council Meeting: November 21, 2013

Requestor: \_\_\_\_\_

Prepared by: Kathy Wingo

Account Code #: N/A

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

Budgeted Amount: \$ N/A

Exhibits:  Yes  No

**AGENDA SUBJECT:**

Adjournment.

**RECOMMENDED ACTION:**

**SUMMARY:**

**MOTION:**

I make a Motion to adjourn the meeting at \_\_\_\_\_ p.m.

**APPROVED BY:** \_\_\_\_\_ Initial/Date

Department Director: \_\_\_\_\_ / \_\_\_\_\_

City Manager: \_\_\_\_\_ / \_\_\_\_\_