

ORDINANCE NO. 27-21

AN ORDINANCE of the City of Richland granting a solid waste collection transition franchise to Waste Management of Washington, Inc. for the Lorayne J annexation.

WHEREAS, Richland was incorporated as a city of the first class on December 10, 1958; and

WHEREAS, pursuant to the Richland City Charter, franchises are granted by ordinance; and

WHEREAS, by Ordinance No. 51-18, dated November 6, 2018, the City of Richland annexed property known as the Lorayne J Annexation (**Exhibit A**); and

WHEREAS, Waste Management of Washington, Inc. ("WMW") holds Certificate No. G-237 issued by the Washington State Utilities and Transportation Commission (WUTC) for the collection of solid waste in certain areas, including the annexed property; and

WHEREAS, RCW 35.13.280 requires the City to grant to Waste Management of Washington, Inc. a franchise for collection of solid waste in the annexed areas for a term of not less than seven (7) years from the date of the ordinance.

NOW, THEREFORE, BE IT ORDAINED by the City of Richland as follows:

Section 1. Transition Period. The Parties agree that the transition period shall commence on the Effective Date and shall terminate on December 31, 2028 unless extended by written agreement of the Parties (the "Transition Period"). The Parties agree and acknowledge that the Transition Period is longer than the seven (7)-year franchise period required under RCW 35.13.280 in order to compensate WMW for any and all measurable damages WMW has incurred as a result of the annexation and cancellation of its municipal solid waste collection business within the Annexed Territory.

Section 2. Grant of Exclusive Franchise. Except with respect to Ed's Disposal (as discussed in Section 3 below), the City hereby grants to WMW the exclusive right and obligation to collect municipal solid waste from residential and commercial customers within the Annexed Territory during the Transition Period (the "Collection Services"). During the Transition Period, the City agrees that it shall not contract for the Collection Services with a contractor other than WMW, or itself provide the Collection Services.

Section 3. Non-Exclusivity regarding Ed's Disposal. Notwithstanding any other provision in this Franchise, the Parties agree that nothing in this Franchise, including the grant of an exclusive franchise for the Annexed Territory, shall interfere with the existing rights of Ed's Disposal, under RCW 35.13.280, to provide the Collection Services.

Section 4. Rates and Compensation. WMW shall be compensated for its performance of the Collection Services by charging its residential, commercial and industrial customers within the Annexed Territory the same rates and charges authorized under the tariffs approved by the WUTC for WMW's customers located within WMW's G-237 service territory in Benton County (the "WUTC Tariffs"), subject to the following adjustments, which shall be independent of WUTC tariff jurisdiction:

4.1. WMW shall increase the rates and charges to include any taxes, fees, or charges applicable to the Collection Services that are not otherwise included within the WUTC Tariffs; and

4.2. WMW shall decrease the rates and charges to exclude any taxes, fees, or charges that are included in the WUTC Tariffs, but are not applicable to the Collection Services.

Section 5. Notification of Taxes, Fees, and Other Charges. If, as a result of the City's annexation of the Annexed Territory, the City imposes any taxes, fees, or charges on the Collection Services, the City shall notify WMW of such charges no less than thirty (30) days before such taxes, fees, or other charges become effective.

Section 6. Revisions to WUTC Tariffs. Nothing in this Franchise is intended to restrict or prohibit WMW from seeking approval from the WUTC for new and/or revised WUTC Tariffs applicable to municipal solid waste collection within its Certificate No. G-237 territory in Benton County. In the event that the WUTC approves revisions to the WUTC Tariffs, WMW shall similarly adjust the rates and charges applicable to the Collection Services.

Section 7. Additional Services. If the City elects to offer additional solid waste collection services to residential and/or commercial customers within the Annexed Territory, the City shall notify WMW in writing of the additional services requested, and WMW shall have the right to provide such additional services during the Transition Period. If WMW elects to provide such additional services, WMW shall notify the City in writing within thirty (30) days of receipt of the City's notice that WMW shall offer such services either:

7.1. at the same rates as the WUTC Tariffs; or

7.2. if WMW does not offer similar services under the WUTC Tariffs, pursuant to a separate written agreement between the Parties.

If WMW either (a) notifies the City in writing of its decision not to provide such additional services, or (b) fails to notify the City of its decision in writing within thirty (30) days of receipt of the City's notice, the City may contract for such additional services or provide such additional services itself within the Annexed Territory.

Section 8. Billing. WMW shall be responsible for billing its residential, commercial, and industrial customers for the Collection Services. WMW shall invoice its customers

generally consistent with the WUTC procedures set forth in WAC 480-70-396 through WAC 480-70-416.

Section 9. Delinquent Accounts and Cancellation of Service. WMW shall have and retain all rights authorized by law to collect delinquent accounts (as defined in WAC 480-70-396), including but not limited to, the right to cancel Collection Services for any of the reasons set forth in WAC 480-70-376(1). In addition, WMW shall have and retain all rights authorized by law to refuse or cancel service to a customer, including the right to refuse or cancel service for any reason set forth in WAC 480-70-366(2).

Section 10. Collection Service Requirements. Except as otherwise stated herein or unless inconsistent with any provision contained herein, WMW shall provide the Collection Services consistent with the requirements set forth in WAC 480-70 and the WUTC Tariffs.

Section 11. Transition of WMW's Collection Services to the City. Upon the expiration of the Transition Period:

11.1. the City shall assume full responsibility for municipal solid waste collection within the Annexed Territory, as authorized under RCW 81.77.020, either by contracting for municipal solid waste collection or providing municipal solid waste collection itself;

11.2. unless otherwise agreed to by the Parties in writing, WMW shall have no further obligation or right under this Franchise to perform the Collection Services; and

11.3. WMW acknowledges that by entering into this Franchise, it waives all claims under RCW 35.13.280, including those for measurable damages, which waiver shall be fully effective immediately upon the expiration of the Transition Period.

Upon request of the City, the Parties shall confer, prior to the expiration of the Transition Period to plan for the transition of the Collection Services. WMW shall cooperate with the City by providing all reasonably necessary information required by the City to allow for an orderly transition of the Collection Services from WMW to the City or its contractor. Such information shall include service account addresses, billing addresses, current service levels, frequency and types of services, customer container sizes, and other similar information requested by the City that is reasonably necessary to effectively transition the Collection Services.

Section 12. Required Notices to the WUTC. The City shall be responsible for submitting any and all notices to the WUTC of its decision to contract for solid waste collection or to provide solid waste collection itself within the Annexed Territory, pursuant to RCW 81.77.020. As required by WAC 480-70-141(3), WMW shall be responsible for notifying the WUTC that WMW and the City have entered into this Franchise, including submission of a fully executed copy of this Franchise to the WUTC.

Section 13. Cooperation in Execution of Documents. The Parties agree to cooperate in preparing, executing, and delivering any and all additional documents that may be necessary to render this Franchise legally and practically effective; provided, however, that this Section shall not require the execution of any document that expands, alters, or in any way changes the terms of this Franchise.

Section 14. Force Majeure. If either Party is prevented from or delayed in performing its duties under this Franchise by circumstances beyond its control, whether or not foreseeable, including, without limitation, fires, typhoons, hurricanes, severe weather, floods, volcanic eruptions, pandemics, quarantines, war, civil disturbances, acts of terrorism, labor disputes, acts of God, or threats of any such circumstances, or any future laws, rules, regulations, orders, or acts of any local, state, federal, or provincial government (“Force Majeure”), then the affected Party shall be excused from performance hereunder during the period of such disability. The Party claiming Force Majeure shall promptly notify the other Party when it learns of the existence of a Force Majeure condition and when the Force Majeure condition has terminated. Notwithstanding anything in this Franchise to the contrary, the term “Force Majeure” does not include, and a Party shall not be excused from performance under this Franchise for, events relating to increased costs, including, without limitation, increased costs of fuel, labor, insurance or other expenses related to performance of the Collection Services.

Section 15. Successors and Assigns. Neither Party shall assign this Franchise without the prior written consent of the other Party, except that WMW may assign this Franchise to any subsidiary, parent or affiliated company without the other Party’s consent. If this Franchise is assigned as provided above, it shall be binding on and shall inure to the benefit of the Parties hereto and their respective successors and assigns.

Section 16. Notices. All notices required or contemplated by this Franchise shall be in writing and shall be effective upon receipt and delivered by certified US mail, return receipt requested, overnight delivery by a nationally recognized courier/delivery service, or by hand delivery to the Party’s address shown below, as may be amended by the Parties from time to time:

If to WMW:  
720 4th Avenue, Suite 400  
Kirkland, WA 98033-8136  
Attn: Area Director, Public Sector Solutions

If to the City of Richland:  
625 Swift Boulevard, MS-26  
Richland, WA 99352  
Attn: Public Works Director

Section 17. Entire Franchise; Amendment. This Franchise constitutes the entire agreement among the Parties concerning the subject matter hereof and supersedes all previous correspondence, communications, agreements, and understandings among the Parties, whether oral or written. This Franchise may not be modified, in whole or in part, except upon unanimous approval of the Parties and by a writing signed by all Parties.

Section 18. Advice of Counsel. This Franchise was negotiated at arms-length with each Party receiving advice from independent legal counsel. It is the intent of the Parties that

no part of this Franchise be construed against either of the Parties because of the identity of the drafter. Moreover, the Parties each acknowledge, represent and agree that they have read this Franchise, that they fully understand the terms thereof, and that they have been fully advised by their independent legal counsel, accountants, and other advisors with respect thereto.

Section 19. No Third-Party Beneficiaries. This Franchise is made solely and specifically among and for the benefit of the Parties, and their respective successors and assigns, and no other person will have any rights, interest, or claim hereunder or be entitled to any benefits under or on account of this Franchise, whether as a third-party beneficiary or otherwise.

Section 20. Alternative Dispute Resolution; Legal Fees. Any dispute, controversy or claim arising out of or relating to this Franchise, including any question regarding breach, termination or invalidity thereof shall be resolved by arbitration (unless both Parties agree to mediation) in Richland, Washington, in accordance with the American Arbitration Association or Judicial Dispute Resolution rules which are deemed to be incorporated herein by reference. The maximum number of arbitrators shall be one (1) in any claim, suit, action or other proceeding relating in any way to this Franchise or any claims arising out of this Franchise, except as otherwise ordered or agreed to by the Parties. If mediation is agreed to, each Party shall pay its own mediation costs and one-half of the cost of the mediator. In the event any arbitration or legal action is taken by either Party against the other to enforce any of the terms and conditions of this Franchise, it is agreed that the substantially prevailing Party of such action shall be entitled to recover all court costs, reasonable attorneys' fees and expenses from the non-prevailing Party.

Section 21. Governing Law. This Franchise, and all amendments or supplements thereto, shall be governed by and construed in accordance with the laws of the State of Washington.

Section 22. Counterparts; Signatures. Execution of this Franchise and any amendment or other document related to this Franchise may be by electronic signature and in any number of counterpart originals, each of which shall be deemed to constitute an original agreement, and all of which shall constitute one whole agreement.

Section 23. Authority. The Parties each represent and warrant that they have full power and actual authority to enter into this Franchise and to carry out all actions required of them by this Franchise. All persons executing this Franchise in representative capacities represent and warrant that they have full power and authority to bind their respective corporation.

Section 24. Binding Effect. This Franchise shall bind and inure to the benefit of the Parties hereto and their respective officers, employees and agents, heirs, legatees, representatives, receivers, trustees, successors, transferees and assigns.

Section 25. Severability. If any provision of this Franchise is found by a court of competent jurisdiction to be invalid or in violation of any statute, rule, regulation or common law, such provision shall be considered null and void, with the remaining provisions remaining viable and in effect. Notwithstanding the foregoing, the Parties acknowledge and agree that this Franchise, and the releases provided for above, are each necessary to this Franchise; without any of these, the Parties would not enter this Franchise.

Section 26. Headings Not Controlling. The paragraph headings included herein are for reference only. The headings shall not control or alter the meaning of this Franchise as set forth in the text.

Section 27. Waiver. Any of the terms or conditions of this Franchise may be waived, but only by a written notice signed by the Party waiving such term(s) or condition(s). A waiver or any breach of, or failure to enforce, any of the terms or conditions of this Franchise shall not in any way affect, limit or waive a Party's right to enforce compliance thereafter with each and every term and condition of this Franchise.

Section 28. Franchise Not Legal Precedent. The Parties acknowledge and agree that this Franchise is not intended to constitute legal precedent in any future dispute or litigation regarding any unrelated matter involving the Parties or any other municipality, government entity or third party related to any damages that may result from the annexation of territories for which a solid waste collection company has previously been granted operating authority by the WUTC.


Section 29. Publication. The City Clerk is authorized and directed to publish this Ordinance in accordance with the Richland City Charter.

Section 30. Effective Date. This Ordinance shall become effective on the thirty-first (31st) day after its first publication as required by law, but if, and only if, the Franchisee has endorsed this Ordinance and accepted the terms and conditions thereof


PASSED by the City Council of the City of Richland, Washington, at a regular meeting on the 21<sup>st</sup> day of September, 2021.

  
\_\_\_\_\_  
Ryan Lukson, Mayor

Attest:

  
\_\_\_\_\_  
Jennifer Rogers, City Clerk

Approved as to form:

  
\_\_\_\_\_  
Heather Kintzley, City Attorney

Date Published: September 26, 2021

ACCEPTANCE:

Waste Management of Washington, Inc., a Delaware corporation, hereby acknowledges and accepts the above franchise as full and fair compensation for any measurable damages caused by the City of Richland under Washington law with regard to Solid Waste Franchise continuation.

*Juan Vicente*

~~Jason Rose, President~~

*Juan Gomez, Vice President and Assistant Secretary*

*10/12/2021*

Date

# Exhibit A to Ordinance No. 27-21

WHEN RECORDED RETURN TO:

Richland City Clerk  
P.O. Box 190 MS-05  
Richland, WA 99352

## ORDINANCE NO. 51-18

AN ORDINANCE of the City of Richland, Benton County Washington, annexing approximately 67 acres of land located south and west of Lorayne J Boulevard and west of Leslie Road, in a portion of the Southwest  $\frac{1}{4}$  of Section 02, Township 08 North, Range 28 East, W.M., providing for assumption of existing City indebtedness, and amending the Official Zoning Map.

WHEREAS, the City received a notice of intent to annex from 17 homeowners within the Lorayne J subdivision, the value of which exceeded 10% of the proposed annexation area and so qualified to commence annexation proceedings for annexation into the City of Richland; and

WHEREAS, on October 3, 2017, a meeting was held between the initiating parties of this annexation and the Richland City Council, at which time Council adopted Resolution No. 183-17, accepting the notice of intention to commence annexation proceedings for the real property legally described in **Exhibit A**, attached hereto, subject to simultaneous adoption of the Comprehensive Plan for the proposed annexation area, and the assumption of the appropriate share of all existing City indebtedness; and

WHEREAS, Resolution No. 183-17 further authorized and directed the Richland Planning Commission to propose and forward a recommendation to the City Council as to the most appropriate zoning designation for the area proposed to be annexed; and



# Exhibit A to Ordinance No. 27-21

WHEREAS, the Richland Planning Commission held a public hearing on November 15, 2017 to consider an appropriate zoning designation for the proposed annexation area; and

WHEREAS, the Richland Planning Commission left the hearing open until the December 20, 2017 meeting, at which time the Commission recommended adoption of Single Family Residential R-1-10 zoning for the property; and

WHEREAS, a notice of intention to annex was duly filed with the Benton County Boundary Review Board. Jurisdiction of the Boundary Review Board was not invoked within 45 days of filing, and thus, the proposed annexation was deemed approved by the Boundary Review Board on February 3, 2018; and

WHEREAS, on March 20, 2018, Richland City Council adopted Resolution No. 40-18, authorizing the circulation of an annexation petition for annexation of the real property legally described in **Exhibit A**, attached hereto; and

WHEREAS, a petition was circulated and signed by owners representing 62.17% of the assessed value of the proposed annexation area, thereby exceeding the state requirement that owners representing at least 60% of the value of the proposed annexation area petition the City for annexation, with such value determined according to the assessed valuation for general taxation; and

WHEREAS, the Richland City Council held a public hearing to consider the annexation on October 2, 2018, which hearing was duly noticed by the City Clerk through publication in a newspaper of general circulation and through the mailing of notice to all property owners within the annexation area, specifying the time and place of the hearing and inviting interested persons to appear and voice approval or disapproval of the annexation; and

WHEREAS, the matter was duly considered by the City Council of the City of Richland, and the Council has determined that the annexation would be of general benefit to the residents of the City of Richland.

NOW, THEREFORE, BE IT ORDAINED by the City of Richland as follows:

Section 1. The real property legally described in **Exhibit A**, attached hereto, is hereby annexed to the City of Richland and is hereby declared to be within the corporate limits of the City of Richland, Benton County, Washington (the "Annexed Area").

Section 2. The Richland Comprehensive Plan, adopted October 3, 2017 by passage of Ordinance No. 42-17, shall serve as the comprehensive plan for the Annexed Area. All properties within the annexation shall be designated as "low density residential" under the land use map that is part of the Comprehensive Plan.

# Exhibit A to Ordinance No. 27-21

Section 3. The property within the Annexed Area shall be assessed and taxed at the same rate and on the same basis as other property within the City, including assessments or taxes in payment for all or of any portion of the outstanding indebtedness of the City, approved by the voters, contracted, or incurred prior to, or existing at the date of annexation.

Section 4. Title 23 of the City of Richland Municipal Code (RMC) and the Official Zoning Map of the City as adopted by Section 23.08.040 of said title, hereby amends Sectional Map No. 21 which is one of a series of maps constituting said Official Zoning Map, bearing the number and date of passage of this ordinance and by this reference made a part of this ordinance and of the Official Zoning Map of the City.

Section 5. It is hereby found, as an exercise of the City's police power, that the best zoning for the properties included in the Annexed Area shall be R1-10 Single Family Residential, as depicted on **Exhibit B**, attached hereto, when consideration is given to the interest of the general public.

Section 6. The City Clerk is directed to file a copy of this annexation with the Board of Commissioners of Benton County and the State of Washington in the manner required by law. The City Clerk is also directed to file with the Auditor of Benton County, Washington, a copy of this ordinance and shall attach the amended sectional map, as necessary, and an amended Annexation map, duly certified by the Clerk as a true copy.

Section 7. As authorized and required by RCW 35.13.280, the City shall negotiate a new franchise with the solid waste collection service provider currently serving the Annexed Area on terms that are acceptable to the City and that comply with the City's Solid Waste Management Plan.

Section 8. This ordinance shall take effect on the day following publication in the official newspaper of the City.

PASSED by the City Council of the City of Richland, Washington, at a regular meeting on the 6<sup>th</sup> day of November, 2018.

  
ROBERT J. THOMPSON  
Mayor

ATTEST:

  
MARCIA HOPKINS, City Clerk

APPROVED AS TO FORM:

  
HEATHER KINTZLEY, City Attorney

Date Published: November 11, 2018

**EXHIBIT A**

**Legal Description for the Lorayne J Annexation**

A portion of the Southwest ¼ of Section 02, Township 08 North, Range 28 East, W.M., Benton County, Washington, described as follows:

That portion of the **Plat of Meadow Springs Ranch No. 1** as recorded in Volume 14 of Plats, Page 26 records of said County and State, described as follows:

**Lots 1, through 9 Block 2 of said Plat.**

1-0288-402-0002-001	1-0288-402-0002-002	1-0288-402-0002-003
1-0288-402-0002-004	1-0288-402-0002-005	1-0288-402-0002-008
1-0288-402-0002-009		

**That portion Quit Claim Deed recorded under Auditor's File # 2009-032802 described as follows:**

Lot 7 Block 2, Meadow Springs Ranch No. 1, according to the plat thereof recorded in Volume 14 of Plats, Page 26, records of Benton County, Washington.

**Together With** that portion of Lot 10, Block 2, Altered Plat of Meadows Springs Ranch No. 1, according to the Plat thereof recorded in Volume 15 of Plats, Page 275, recorded under Auditor's File No. 2005-013123, records of Benton County, Washington described as follows:

Beginning at the Northeast corner of Lot 7 Block 2, Plat of Meadow Springs Ranch No.1, recorded in Volume 14 of Plats, Page 26, recorded under Auditor's File No. 811263, records of Benton County, Washington, thence North 00°31'16" West 25 feet, thence Westerly 91.22 feet on a line parallel to the Northern boundary line of Lot 7, Block 2, Plat of Meadow Springs Ranch No. 1, thence South 00°31'16" West 25 feet to the Northwest corner of Lot 7, Block 2, Meadow Springs Ranch No. 1, thence Easterly along the Northern boundary line of Lot 7, Block 2, Plat of Meadow Springs Ranch No. 1 to the Northeast corner of Lot 7, Block 2, Plat of Meadow Springs Ranch No. 1 and the point of beginning.

1-0288-402-0002-007

**That portion Quit Claim Deed recorded under Auditor's File # 2005-034930 described as follows:**

Lot 6, Block 2, Plat of Meadow Springs Ranch No.1, recorded in Volume 14 of Plats, Page 26, recorded under Auditor's File No. 811263, records of Benton

## Exhibit A to Ordinance No. 27-21

County, said Plat is situated in the Southeast quarter of Section 2, Township 8 North, Range 28 East, W.M., Benton County Washington.

**Together With** that portion of Lot 10, Block 2, Altered Plat of Meadows Springs Ranch No. 1, according to the Plat thereof recorded in Volume 15 of Plats, Page 275, recorded under Auditor's File No. 2005-013123, records of Benton County, said Plat is situated in the Southeast quarter of Section 2, Township 8 North, Range 28 East, W.M., Benton County Washington, described as follows:

Commencing at the Southwest corner of said Lot 10; thence South 89°28'44" East along the North right-of-way line of Lesa Marie Lane and the South line of said Lot for 75.10 feet to the **TRUE POINT of BEGINNING**;

Thence North 00°31'16" East on a line parallel to the Southeasterly line of said Lot 10 for 287.83 feet; thence South 45°53'40" East along the perimeter of said Lot for 145.33 feet; thence South 69°27'55" West for 23.78 feet to the Northeast corner of Lot 6, Block 2, Plat of Meadow Springs Ranch No.1, recorded in Volume 14 of Plats, Page 26, recorded under Auditor's File No. 811263, records of Benton County; thence South 69°27'55" West for 83.66 feet; thence South 00°31'16" West along the Southeasterly line of said Lot 10 for 149.04 feet to the Southeast corner of said Lot; thence South 89°28'44" West along the South line of said Lot and the said Northerly right-of-way line for 5.00 feet to the said true point of beginning.

Together with and subject to easements, reservations, covenants, and restrictions of record and in view.

1-0288-402-0002-011

**That portion Quit Claim Deed recorded under Auditor's File # 2009-032801 described as follows:**

That portion of Lot 10, Block 2, Altered Plat of Meadows Springs Ranch No. 1, according to the Plat thereof recorded in Volume 15 of Plats, Page 275, recorded under Auditor's File No. 2005-013123, records of Benton County, Washington **EXCEPT** that portion of Said Lot described as follows:

Commencing at the Southwest corner of said Lot 10; thence South 89°28'44" East along the North right-of-way line of Lesa Marie Lane and the South line of said Lot for 75.10 feet to the **TRUE POINT of BEGINNING**;

Thence North 00°31'16" East on a line parallel to the Southeasterly line of said Lot 10 for 287.83 feet; thence South 45°53'40" East along the perimeter of said Lot for 145.33 feet; thence South 69°27'55" West for 23.78 feet to the Northeast corner of Lot 6, Block 2, Plat of Meadow Springs Ranch No.1, recorded in Volume 14 of Plats, Page 26, recorded under Auditor's File No. 811263, records of

# Exhibit A to Ordinance No. 27-21

Benton County; thence South 69°27'55" West for 83.66 feet; thence South 00°31'16" West along the Southeasterly line of said Lot 10 for 149.04 feet to the Southeast corner of said Lot; thence South 89°28'44" West along the South line of said Lot and the said Northerly right-of-way line for 5.00 feet to the said true point of beginning.

**And EXCEPT** that portion of said Lot described as follows:

Beginning at the Northeast corner of Lot 7 Block 2, Plat of Meadow Springs Ranch No.1, recorded in Volume 14 of Plats, Page 26, recorded under Auditor's File No. 811263, records of Benton County, Washington, thence North 00°31'16" West 25 feet, thence Westerly 91.22 feet on a line parallel to the Northern boundary line of Lot 7, Block 2, Plat of Meadow Springs Ranch No. 1, thence South 00°31'16" West 25 feet to the Northwest corner of Lot 7, Block 2, Meadow Springs Ranch No. 1, thence Easterly along the Northern boundary line of Lot 7, Block 2, Plat of Meadow Springs Ranch No. 1 to the Northeast corner of Lot 7, Block 2, Plat of Meadow Springs Ranch No. 1 and the point of beginning.

1-0288-402-0002-012

## **Lots 1 through 14 Block 3 of said Plat.**

1-0288-402-0003-001	1-0288-402-0003-002	1-0288-402-0003-003
1-0288-402-0003-004	1-0288-402-0003-005	1-0288-402-0003-006
1-0288-402-0003-007	1-0288-402-0003-008	1-0288-402-0003-009
1-0288-402-0003-010	1-0288-402-0003-011	1-0288-402-0003-012
1-0288-402-0003-013	1-0288-402-0003-014	

## **Lots 1 through 10 Block 4 of said Plat.**

1-0288-402-0004-001	1-0288-402-0004-002	1-0288-402-0004-003
1-0288-402-0004-004	1-0288-402-0004-005	1-0288-402-0004-006
1-0288-402-0004-007	1-0288-402-0004-008	1-0288-402-0004-009
1-0288-402-0004-010		

## **Lot 1 Block 5 of said Plat.**

1-0288-402-0005-001

## **Tract's "A", "B", "C", "D", "E", "F", "G" and "K" of said Plat.**

1-0288-402-0006-000	1-0288-402-0007-000	1-0288-402-0008-000
1-0288-402-0009-000	1-0288-402-0010-000	1-0288-402-0011-000
1-0288-402-0012-000	1-0288-402-0015-000	

**Together With:** That portion of Brian Lane lying within said Plat.

**Together With:** That portion of Lesa Marie Lane lying within said Plat.

**Together With:** That portion of Charity Court lying within said Plat.

**Together With:** That portion of Lesa Marie Court lying within said Plat.

# Exhibit A to Ordinance No. 27-21

**Together With:** That portion of Lorayne "J" Blvd. lying within said Plat.

**Except:** Any portion of said Plat lying Northeasterly of the Northeasterly right-of-way of Lorayne "J" Blvd.

**Together With: The Plat of Meadow Springs Ranch No. 2** as recorded in Volume 14 of Plats, Page 4 records of said County and State.

**Lots 1, through 16 Block 1 of said Plat.**

1-0288-403-0001-001	1-0288-403-0001-002	1-0288-403-0001-003
1-0288-403-0001-004	1-0288-403-0001-005	1-0288-403-0001-006
1-0288-403-0001-007	1-0288-403-0001-008	1-0288-403-0001-009
1-0288-403-0001-010	1-0288-403-0001-011	1-0288-403-0001-012
1-0288-403-0001-013	1-0288-403-0001-014	1-0288-403-0001-015
1-0288-403-0001-016		

**Lots 1, through 16 Block 2 of said Plat.**

1-0288-403-0002-001	1-0288-403-0002-002	1-0288-403-0002-003
1-0288-403-0002-004	1-0288-403-0002-005	1-0288-403-0002-006
1-0288-403-0002-007	1-0288-403-0002-008	1-0288-403-0002-009
1-0288-403-0002-010	1-0288-403-0002-011	1-0288-403-0002-012
1-0288-403-0002-013	1-0288-403-0002-014	1-0288-403-0002-015
1-0288-403-0002-016		

**Lots 1, through 6 Block 3 of said Plat.**

1-0288-403-0003-001	1-0288-403-0003-002	1-0288-403-0003-003
1-0288-403-0003-004	1-0288-403-0003-005	1-0288-403-0003-006

**Tract's "A", "B", and "C" of said Plat.**

1-0288-403-0004-000	1-0288-403-0005-000	1-0288-403-0006-000
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**Together With:** That portion of Brian Lane lying within said Plat.

**Together With:** That portion of Travis Lane lying within said Plat.

**Together With:** That portion of Brent Lane lying within said Plat.

**Together With: The Lorayne "J" Ranch No. 1** as recorded in Volume 10 of Plats, Page 19 records of said County and State.

**Lots 1, through 13 Block 1 of said Plat.**

1-0288-405-0001-001	1-0288-405-0001-002	1-0288-405-0001-003
1-0288-405-0001-004	1-0288-405-0001-005	1-0288-405-0001-006
1-0288-405-0001-007	1-0288-405-0001-008	1-0288-405-0001-009
1-0288-405-0001-010	1-0288-405-0001-011	1-0288-405-0001-012

# Exhibit A to Ordinance No. 27-21

1-0288-405-0001-013

**Lots 1, through 14 Block 2 of said Plat.**

1-0288-405-0002-001	1-0288-405-0002-002	1-0288-405-0002-003
1-0288-405-0002-004	1-0288-405-0002-005	1-0288-405-0002-006
1-0288-405-0002-007	1-0288-405-0002-008	1-0288-405-0002-009
1-0288-405-0002-010	1-0288-405-0002-011	1-0288-405-0002-012
1-0288-405-0002-013	1-0288-405-0002-014	

**Together With:** That portion of Bruce Lee Court lying within said Plat.

**Together With:** That portion of Bruce Lee Lane lying within said Plat.

**Together With:** That portion of Lorayne "J" Blvd. lying within said Plat.

**The Lorayne "J" Ranch No. 2** as recorded in Volume 10 of Plats, Page 40 records of said County and State.

**Lots 1, through 7 and the Riding Trail Block 1 of said Plat.**

1-0288-404-0001-001	1-0288-404-0001-002	1-0288-404-0001-003
1-0288-404-0001-004	1-0288-404-0001-005	1-0288-404-0001-006
1-0288-404-0001-007	Riding Trail No PID#	

**Lots 1 and 2, Block 2 of said Plat**

1-0288-404-0002-001	1-0288-404-0002-002
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**Lots 1, through 11 and the Riding Trail Block 1 of said Plat.**

1-0288-404-0003-001	1-0288-404-0003-002	1-0288-404-0003-003
1-0288-404-0003-004	1-0288-404-0003-005	1-0288-404-0003-006
1-0288-404-0003-007	1-0288-404-0003-008	1-0288-404-0003-009
1-0288-404-0003-010	1-0288-404-0003-011	Riding Trail No PID#

**Together With:** That portion of Travis Court lying within said Plat.

**Together With:** That portion of Bruce Lee Lane lying within said Plat.

**Together With:** That portion of Travis Lane lying within said Plat.

**Together With:** That portion of Lorayne "J" Blvd. lying within said Plat.

### EXHIBIT B

### ZONING FOR LORAYNE J ANNEXATION

