



**AGENDA
ELGIN CITY COUNCIL
SPECIAL MEETING
TUESDAY, DECEMBER 22, 2015
CITY ANNEX COUNCIL CHAMBERS, 310 NORTH MAIN STREET
7:00 PM**

CALL TO ORDER

INVOCATION

Recess REGULAR MEETING and call to order PUBLIC HEARING

PUBLIC HEARING

None

Close PUBLIC HEARING and Reconvene REGULAR MEETING

PUBLIC COMMENT

Individuals may request to speak on items on the agenda, and items not on the agenda, by requesting to speak during the meeting and under "PUBLIC COMMENT" and will be required to fill out a "PUBLIC COMMENT FORM" and present it, along with any material, handouts or information for Council, to the City Secretary prior to commencement of the Council meeting. Speaker comments are limited to three (3) minutes.

No formal action can be taken by the City Council on items not posted on the agenda. Items requiring a Public Hearing will allow a member of the public an opportunity to speak during the Public Hearing and does not require submission of a "PUBLIC COMMENT FORM". Speakers must address their comments to the Mayor or Presiding Officer rather than to an individual Council Member or member of Staff. All speakers must limit their comments to the specific subject matter noted on the "PUBLIC COMMENT FORM" and refrain from personal attacks or derogatory comments directed at any Council Member, member of Staff, other individual or group.

PRESENTATIONS

None

REPORTS

None

CONSENT AGENDA

All of the items on the consent agenda are considered to be self-explanatory by the Council and will be enacted with one motion, one second, and one vote. There will be no separate discussion of these items unless a council member removes an item from the Consent Agenda and places it on the New Business section for Discussion and action.

1. Approval of minutes of the special council meeting and public hearing on November 24, 2015.

Kerry Lacy, City Manager

Lucretia Alvarez, City Secretary

2. Approval of minutes of the regular council meeting and public hearing on December 1, 2015.

Kerry Lacy, City Manager

Lucretia Alvarez, City Secretary

UNFINISHED BUSINESS

1. Discussion and action to consider approval of a proposed resolution approving annexation development agreements.

Kerry Lacy, City Manager

Gary N. Cooke, Planning and Development Director

Charlie Crossfield, City Attorney, Sheets and Crossfield, P. C.

2. Discussion and action to consider approval and adoption of a proposed ordinance annexing certain hereinafter described adjacent and contiguous territory to the City of Elgin, Texas.

Kerry Lacy, City Manager

Gary N. Cooke, Planning and Development Director

Charlie Crossfield, City Attorney, Sheets and Crossfield, P. C.

NEW BUSINESS

None

EXECUTIVE SESSION

The City Council may announce that it will adjourn the public meeting at any time during the meeting and convene in Executive Session pursuant to Chapter 551 of the Texas Government Code to discuss any matter as specifically listed on the agenda and/or as permitted by Chapter 551 of the Texas Government Code.

None

RECONVENE

The City Council will return to open session for possible discussion and action as a result of the Executive Session.

ANNOUNCEMENTS

ADJOURNMENT

NOTICE

Notice of Assistance at Public Meetings, the City of Elgin is committed to compliance with the Americans with Disabilities Act. Elgin City Hall and Council Chambers are wheelchair accessible and special marked parking is available. Persons with Disabilities who plan to attend this meeting and who may need assistance are requested to contact the City Secretary's Office at (512) 281-5724. Please provide forty-eight hours notice when feasible.

I, Lucretia Alvarez, City Secretary for the City of Elgin, hereby certify this notice was posted at the City Hall Annex of the City of Elgin, Texas on or before Friday, December 18, 2015 before 5:00 p.m. in accordance with Chapter 551 of the Texas Government Code.

Lucretia Alvarez

Lucretia Alvarez, City Secretary



COUNCIL MEETING: December 22, 2015

ITEM: 1. Approval of minutes of the special council meeting and public hearing on November 24, 2015.

RESOURCE PERSON(S): Kerry Lacy, City Manager
Lucretia Alvarez, City Secretary

SUMMARY: Presented for review and approval are the minutes of the special council meeting and public hearing on November 24, 2015.

RECOMMENDATION(S): Approve the minutes of the special council meeting and public hearing on November 24, 2015.

ATTACHMENT: 1-November 24, 2016 minutes

**MINUTES
ELGIN CITY COUNCIL
PUBLIC HEARING & SPECIAL MEETING
TUESDAY, NOVEMBER 24, 2015, 7:00 P.M.
CITY ANNEX COUNCIL CHAMBERS, 310 NORTH MAIN STREET**

CALL TO ORDER

Mayor Marc Holm called the regular meeting at 7:05 p.m. with the following members:

Marc Holm, Mayor
Chris Cannon, Mayor Pro-Tem
Keith Joesel, Council Member
Sue Brashar, Council Member
Edward Maldonado, Council Member (absent)
Juan Gonzalez, Council Member
Mary Penson, Council Member
Jessica Bega, Council Member
Craig Fromme, Council Member
Kerry Lacy, City Manager (absent)
Lucretia Alvarez, City Secretary
Charlie Crossfield, City Attorney
Kevin Perry, City Engineer
Gary Cooke, Planning and Development Director
Melissa Lipiec, Planning and Development Administrative Assistant
Buck LaQuey, Finance Director
Chris Bratton, Police Chief

Recessed SPECIAL MEETING at 7:05 p.m. and called to order PUBLIC HEARING at 7:05 p.m.

PUBLIC HEARING

1.

Receive public input on the proposed annexation by the City of Elgin, Texas and the proposed service plans the city will provide in the area upon annexation.

Kerry Lacy, City Manager
Gary Cooke, Planning and Development Director
Charlie Crossfield, City Attorney

Gary Cooke, Planning and Development Director, stated there are thirty-eight parcels selected for annexation in two areas: twenty-two held county agriculture exemptions; sixteen development agreements have been signed in lieu of annexation; and nineteen property owners have contacted their office.

Charlie Crossfield, City Attorney, spoke regarding the public hearing process as a listening time only, for council to hear public comments. Council will not respond at this time, but questions and answers will come later when it is an agenda item.

Robert Wenske, 1353 FM 1704, burning, raising pigs, wants exemptions for burning, animals, discharge of firearms, and reduce taxes.

Susan Carlson, 1415 FM 1704, has chickens and horses, raises eggs, has horse trailers, taxation start date, tax appraisal, property values, zoning requirements, permit requirements.

Bill Carlson, 1415 FM 1704, agriculture zoning requirements, sewage and fire service concerns.

Doyle Rogers, 281 Old Coach Lane, (1435, 1439 & 1441 FM 1704) is agriculture exempt and has been told that it will not change.

Alice Machu, 1269 FM 1704, concerned with VFW Road, zoning changes, set back areas, easements, property value and appraisal.

in
Tommy Jinks, 1395 FM 1704, was hoping for a question and answer meeting.

Chris Cieliencki, 1413 FM 1704, what services will be offered with the annexation, and will those services of police, fire, and emergency be different than what they already have.

Others attending were Sharon Wenske, Davina Cieliencki, Margaret Cieliencki, Gordon Molina, Phylis Molina, Keith Wilcox, Ethan Machu, Amy Jinks, James Janson, Debra Janson, Charlie Balagia, Kathy Balagia, and Michelle Dewrall.

Closed PUBLIC HEARING at 7:40 p.m. and Reconvened SPECIAL MEETING at 7:40 p.m.

PUBLIC COMMENT

None

PRESENTATIONS

None

REPORTS

None

CONSENT AGENDA

None

UNFINISHED BUSINESS

None

NEW BUSINESS

None

EXECUTIVE SESSION

None

ANNOUNCEMENTS

- City Attorney Charlie Crossfield announced he would stay after the meeting to answer questions regarding the annexation, and will also respond to email questions.

ADJOURNMENT

Mayor Marc Holm adjourned the meeting at 7:41 p.m.

MARC HOLM
Mayor of Elgin, Texas

ATTEST:

LUCRETIA ALVAREZ
City Secretary of Elgin, Texas



COUNCIL MEETING: December 22, 2015

ITEM: 2. Approval of minutes of the regular council meeting and public hearing on December 1, 2015.

RESOURCE PERSON(S): Kerry Lacy, City Manager
Lucretia Alvarez, City Secretary

SUMMARY: Presented for review and approval are the minutes of the regular council meeting and public hearing on December 1, 2015.

RECOMMENDATION(S): Approve the minutes of the regular council meeting and public hearing on December 1, 2015.

ATTACHMENT: 1-Minutes December 1, 2015

**MINUTES
ELGIN CITY COUNCIL
REGULAR MEETING
TUESDAY, DECEMBER 1, 2015 AT 7:00 P.M.
CITY ANNEX COUNCIL CHAMBERS, 310 NORTH MAIN STREET**

CALL TO ORDER

Mayor Marc Holm called the meeting to order at 7:07 p.m. with the following members:

Marc Holm, Mayor
Chris Cannon, Mayor Pro-Tem
Keith Joesel, Council Member
Sue Brashar, Council Member
Edward Maldonado, Council Member
Juan Gonzalez, Council Member (absent)
Mary Penson, Council Member
Jessica Bega, Council Member
Craig Fromme, Council Member
Kerry Lacy, City Manager
Lucretia Alvarez, City Secretary
Charlie Crossfield, City Attorney
Kevin Perry, City Engineer
Gary Cooke, Planning and Development Director
Melissa Lipiec, Planning and Development Administrative Assistant
Buck LaQuey, Finance Director
Chris Bratton, Police Chief

INVOCATION

Council Member Mary Penson gave the invocation.

Recessed SPECIAL MEETING at 7:09 p.m. and called to order PUBLIC HEARING at 7:09 p.m.

PUBLIC HEARING

1. Receive public input on the proposed annexation by the City of Elgin, Texas and the proposed service plans the City will provide.
Kerry Lacy, City Manager
Gary N. Cooke, Planning and Development Director
Charlie Crossfield, City Attorney

Gary Cooke, Planning and Development Director, stated there are thirty-eight parcels selected for annexation in two areas: twenty-two held county agriculture exemptions; sixteen development agreements have been signed in lieu of annexation; and nineteen property owners have contacted their office.

Charlie Crossfield, City Attorney, spoke regarding concerns at the previous public hearing. Whatever use was done previously, may continue until you stop doing that use. A property can still

be agricultural operations and still be in the city. Tax abatement is not an issue for this area being annexed. Taxes would be assessed after January 1, 2015, but new taxes would not be due until January 1, 2016. Services would be complete within two and a half years (garbage, police, fire) and capital improvements (water and sewage) will allow four years to be put in place. Agricultural exempt properties are offered a development agreement in lieu of annexation. If services are not provided within four and a half years, a property can request to be dis-annexed, however after a dis-annexation, there is no annexation on that property for ten years. Council can choose to delay the annexation, but they can only annex 10% the first year, 20% the second year, and 30% the third year. Once an agricultural operation stops, then you conform to all other rules and regulations of the city. Fire arms use is an area for more research, but shooting coyotes is part of agricultural activities that is allowed. Burning related to agricultural is allowed.

Robert Wenske, 1353 FM 1704, implementation plan, Monkey Road, taxation percentages, adjustable tax rates.

Phylis Molina, 1331 FM 1704, family farmers since 1947, honey bees for environmental and commercial use, many parcels are homesteads, city gaining taxes and control, agricultural livelihood to continue, want more time.

Bill Carlson, 1415 FM 1704, Aqua will provide fire hydrants and bill the city, sewage would be a benefit, development agreements are not accurate.

Alice Machu, 1269 FM 1704, service plan has not been addressed, smaller properties are not allowed to get agricultural exemptions.

Ethan Machu, 12169 FM 1704, fire hydrants, size of water lines, street lights, railroad tracks, McVay Lane private or city, and would the road be improved.

Others in attendance were: Gordon Molina, Chris Cieliencki, Keith Wilcox, Virginia Azzaro, and Charlie Balagia.

Closed PUBLIC HEARING at 7:42 p.m. and Reconvened SPECIAL MEETING at 7:42 p.m.

PUBLIC COMMENT

None

PRESENTATIONS

None

REPORTS

1. Monthly Department Reports for September 2015
Kerry Lacy, City Manager

City Manager Kerry Lacy stated the reports are informational only.

CONSENT AGENDA

Council Member Edward Maldonado made a motion to approve the Consent Agenda as presented, Council Member Craig Fromme seconded, and motion approved unanimously.

1. Approval of minutes of the special council meeting November 3, 2015.
Kerry Lacy, City Manager
Lucretia Alvarez, City Secretary

UNFINISHED BUSINESS

None

NEW BUSINESS

1. Discussion and action to consider a Resolution reaffirming civil rights provisions enacted by the City Council of the City of Elgin in connection with the Texas Community Development Block Grant Programs (TxCDBG).
Kerry Lacy, City Manager
Gandolf Burrus, Grant Development Services
Amy Miller, Community Development Director
Laura Schwartz, Purchasing Agent/Finance Administrator

Mayor Pro-Tem Chris Cannon made a motion to approve Resolution 2015-12-01-18 as presented, Council Member Jessica Bega seconded, and motion approved unanimously.

RESOLUTION 2015-12-01-18

A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF ELGIN, TEXAS, REAFFIRMING CIVIL RIGHTS PROVISIONS PREVIOUSLY ENACTED BY THE CITY COUNCIL OF THE CITY OF ELGIN IN CONNECTION WITH THE TEXAS COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAMS (TxCDBG) FOR USE IN IMPLEMENTING ITS MAIN STREET PROJECT #7214372 and 2015 Community Development Fund Contract Number #7215151.

2. Discussion and action to consider a Resolution designating authorized signatures for Contractual and Grant Fund Documents in connection with the Texas Community Block Grant Program (TxCDBG) for use in the Main Street Project Number 7214372 and 2015 Community Development Fund Contract Number 7215151.
Kerry Lacy, City Manager
Amy Miller Community Development Director
Laura Schwartz, Purchasing Agent/Finance Administrator

Mayor Pro-Tem Chris Cannon made a motion to approve Resolution 2015-12-01-19 as presented, Council Member Craig Fromme seconded, and motion approved unanimously.

RESOLUTION 2015-12-01-19

A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF ELGIN, TEXAS OF THE COUNTY OF BASTROP TEXAS, DESIGNATING AUTHORIZED SIGNATORIES FOR CONTRACTUAL DOCUMENTS AND DOCUMENTS FOR REQUESTING FUNDS PERTAINING TO THE TEXAS COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM (TxCDBG) CONTRACT NUMBER 7214372 and CONTRACT NUMBER 7215151.

3. Discussion and action to enter into contractual services with Langford Community Management Services in regards to administrative services for the Texas Community Development Block Grant (TxCDBG) Contract 7215151.

Kerry Lacy, City Manager

Amy Miller, Community Development Director

Laura Schwartz, Purchasing Agent/Finance Administrator

Council Member Sue Brashar made a motion approve contractual services as presented, Council Member Mary Penson seconded, and motion approved unanimously.

4. Discussion and action to enter into contractual services with TRC Solutions in regards to engineering services for the Texas Community Development Block Grant (TxCDBG) Contract 7215151.

Kerry Lacy, City Manager

Amy Miller, Community Development Director

Laura Schwartz, Purchasing Agent/Finance Administrator

Mayor Pro-Tem Chris Cannon made a motion to approve contractual service as presented, Council Member Sue Brashar seconded, and motion approved unanimously.

5. Discussion and action to consider approval and adoption of a proposed Ordinance to prohibit firearms and handguns into public premises holding public meetings under the Texas Open Meetings Act.

Kerry Lacy, City Manager

Lucretia Alvarez, City Secretary

Chris Bratton, Police Chief

Mayor Pro-Tem Chris Cannon made a motion to approve Ordinance 2015-12-01-33 as presented, Council Member Mary Penson seconded, and motion approved unanimously.

ORDINANCE NO. 2015-12-01-33

**AN ORDINANCE PROHIBITING FIREARMS FROM CITY MEETINGS
SUBJECT TO THE OPEN MEETINGS ACT**

EXECUTIVE SESSION

None

RECONVENE

None

ANNOUNCEMENTS

None

ADJOURNMENT

Mayor Marc Holm adjourned the meeting at 7:56 p.m.

APPROVED:

MARC HOLM
Mayor of Elgin, Texas

ATTEST:

LUCRETIA ALVAREZ
City Secretary of Elgin, Texas



COUNCIL MEETING: December 22, 2015

ITEM: 1. Discussion and action to consider approval of a proposed resolution approving annexation development agreements.

RESOURCE PERSON(S): Kerry Lacy, City Manager
Gary N. Cooke, Planning and Development Director
Charlie Crossfield, City Attorney, Sheets and Crossfield, P. C.

SUMMARY: Pursuant to House Bill 1472 a city may not annex an area that is appraised for ad valorem tax purposes as agricultural, wildlife management, or timber management unless the city offers a development agreement to the landowner. Twenty-four (24) tracts of land designated as agriculturally exempt have been identified and the owners of twenty-three (23) of those properties have signed development agreements.

RECOMMENDATION(S): Staff recommends approval of Resolution No. 2015-12-22-20.

ATTACHMENT:

- 1-Resolution No. 2015-12-22-20**
- 2-R. Mogonye Development Agreement**
- 3-C. Lundgren Development Agreement**
- 4-B. Lundgren Development Agreement**
- 5-Kanak Development Agreement**
- 6-Payne Development Agreements**
- 7-J. Mogonye Development Agreement**
- 8-Boyd Development Agreements**
- 9-Larson Development Agreement**
- 10-Wilcox Development Agreement**
- 11-George Development Agreement**
- 12-Molina Development Agreement**
- 13-S. McVay Development Agreement #1**
- 14-S. McVay Development Agreement #2**
- 15-G. McVay Development Agreement**
- 16-D. Rogers Development Agreement**
- 17-W. Rogers Development Agreement**

RESOLUTION NO. 2015-12-22-20

**A RESOLUTION OF THE CITY COUNCIL OF CITY OF ELGIN, TEXAS, APPROVING
ANNEXATION DEVELOPMENT AGREEMENTS**

WHEREAS, Roger Mogonye /RSM Real Estate LP is the owner of that certain 147.144 acre tract of land described as ABS 2296 SUR 26 Christian, T, and more particularly described in Exhibit “A” to the Annexation Development Agreement; and

WHEREAS, Clyde T. Lundgren is the owner of that certain 4.737 acre tract of land described as ABS 2296 SUR 26 Christian T, and more particularly described in Exhibit “A” to the Annexation Development Agreement; and

WHEREAS, Betty S. Lundgren is the owner of that certain 10.000 acre tract of land described as ABS 2296 SUR 26 Christian T, and more particularly described in Exhibit “A” to the Annexation Development Agreement; and

WHEREAS, Eugene R. & Judy A Kanak Living Trust is the owner of that certain 234.2150 acre tract of land described as ABS 2296 SUR 26 Christian, T, and more particularly described in Exhibit “A” to the Annexation Development Agreement; and

WHEREAS, Ward & Patsy Payne are the owners of that certain 42.1580 acre tract of land described as A20 Christian, Thomas, and more particularly described in Exhibit “A” to the Annexation Development Agreement; and

WHEREAS, Ward & Patsy Payne are the owners of that certain 33.6990 acre tract of land described as A20 Christian, Thomas, and more particularly described in Exhibit “A” to the Annexation Development Agreement; and

WHEREAS, Jim V. & Katherine L. Mogonye Revocable Living Trust & Jim Mogonye Bypass Trust are the owners of the certain 66.936 acre tract of land described as A20 Christian, Thomas, and more particularly described in Exhibit “A” to the Annexation Development Agreement, and

WHEREAS, Russell Franklin Boyd is the owner of that certain 24.41 acre tract of land described as ABS 2296 SUR 26 Christian T and A20 Christian, Thomas, and more particularly described in Exhibit “A” to the Annexation Development Agreement, and

WHEREAS, Russell Franklin Boyd is the owner of that certain 24.41 acre tract of land described as ABS 2296 SUR 26 Christian T and A20 Christian, Thomas, and more particularly described in Exhibit “A” to the Annexation Development Agreement, and

WHEREAS, Norma Jeanne Larson (et al.) is the owner of that certain 92.000 acre tract of land described as A20 Christian, Thomas, and more particularly described in Exhibit “A” to the Annexation Development Agreement; and

WHEREAS, Keith Wilcox is the owner of that certain 7.000 acre tract of land described as A178 Garretson, Thomas, and more particularly described in Exhibit “A” to the Annexation Development Agreement, and

WHEREAS, Wilbert G. & Doris R. George are the owners of that certain 15.1500 acre tract of land described as A178 Garretson, Thomas, and more particularly described in Exhibit “A” to the Annexation Development Agreement, and

WHEREAS, Gordon R. & Phylis Davis Molina are the owners of that certain 13.570 acre tract of land described as A373 Young, Richard, and more particularly described in Exhibit “A” to the Annexation Development Agreement, and

WHEREAS, Shirley McVay is the owner of that certain 89.602 acre tract of land described as A373 Young, Richard, and more particularly described in Exhibit “A” to the Annexation Development Agreement, and

WHEREAS, Shirley McVay is the owner of that certain 24.1760 acre tract of land described as A373 Young, Richard, and more particularly described in Exhibit “A” to the Annexation Development Agreement, and

WHEREAS, Gayle H. McVay is the owner of that certain 25.1760 acre tract of land described as A373 Young, Richard, and more particularly described in Exhibit “A” to the Annexation Development Agreement, and

WHEREAS, Doyle Rogers is the owner of that certain 3.427 acre tract of land described as Meadow Glen, Lot 10, and more particularly described in Exhibit “A” to the Annexation Development Agreement, and

WHEREAS, Doyle Rogers is the owner of that certain 3.3210 acre tract of land described as Meadow Glen, Lot 11, and more particularly described in Exhibit “A” to the Annexation Development Agreement, and

WHEREAS, Doyle Rogers is the owner of that certain 3.3020 acre tract of land described as Meadow Glen, Lot 12, and more particularly described in Exhibit “A” to the Annexation Development Agreement, and

WHEREAS, Waymon D & Jacque L. Rogers are the owners of that certain 11.4660 acre tract of land described as A373 Young, Richard, and more particularly described in Exhibit “A” to the Annexation Development Agreement, and

WHEREAS, the City of Elgin (“City”) intends to annex the Properties, and

WHEREAS, pursuant to Sections 43.035 and 212.172 of the Texas Local Government Code, the City and the Owner desire to enter into the Agreements in lieu of the annexation of the Property into the city limits;
Now Therefore

BE IT RESOLVED BY THE COUNCIL OF THE CITY OF ELGIN, TEXAS,

That the City hereby approves and agrees to accept all Agreements, copies of same being attached hereto as Exhibit “A” and incorporated herein for all purposes.

The City Council hereby find and declares that written notice of the date, place and subject of the meeting at which this Resolution was adopted was posted and that such meeting was open to the public as required by law at all times during which this Resolution and the subject matter hereof were discussed, considered and formally acted upon, all as required by the Open Meetings Act, Chapter 551, Texas Government Code, as amended.

RESOLVED this 22nd day of December, 2015.

MARC HOLM, Mayor
City of Elgin, Texas

ATTEST:

Lucretia Alvarez, City Secretary

STATE OF TEXAS

COUNTY OF BASTROP/TRAVIS

§ **ANNEXATION DEVELOPMENT**
§ **AGREEMENT WITH**
§ **ROGER MOGONYE / RSM REAL**
§ **ESTATE LP**

This is an ANNEXATION DEVELOPMENT AGREEMENT by and between THE CITY OF ELGIN, TEXAS ("City") and Roger Mogonye, Suzanne G. Mogoyne and RSM Real Estate LP ("Owner", whether one or more).

WHEREAS, Owner is owner of that certain 147.144 acre tract of land more particularly described in Exhibit "A", attached hereto (the "Property"), and;

WHEREAS, the City intends to annex the property, and;

WHEREAS, pursuant to Sections 43.035 and 212.172 of the Texas Local Government Code, the City and the Owner desire to enter into this Annexation Development Agreement (the "Agreement"); and

WHEREAS, the Owner and the City acknowledge that this agreement is binding upon the City and the Owner and their respective successors and assigns, and;

WHEREAS, this Development Agreement is to be recorded in the Official Records of Bastrop and Travis County, Texas

NOW THEREFORE, for and in consideration of the promises and the mutual agreements set forth herein, the City and Owner hereby agree as follows:

A. PURPOSE

The purpose of this Agreement is to comply with all requirements of Sections 43.035 and 212.172 of the Texas Local Government Code pertaining to the annexation of property into the Elgin city limits (or extraterritorial jurisdiction).

B. GENERAL TERMS AND CONDITIONS

1. Both parties agree that in consideration of the mutual promises stated herein, that the Property will not be annexed by the City of Elgin so long as 1) the Property continues to receive an agricultural exemption from the Bastrop and Travis County Central Appraisal Districts, except for existing single-family residential use, and 2) no action is taken by the Owner or his assigns to file a subdivision plat or any related development document regarding the Property. If one or more of the above circumstances occur, the City is authorized to commence proceedings to annex all or some of the Property. Irrespective of the above, Owner, any future Owner or employee of Owner or future Owner may occupy single family residences on the Property so long as there is no subdivision of the Property.

2. As consideration for the City foregoing annexation proceedings as described above, the Owner hereby authorizes the City to enforce all regulations and planning authority of the City, except for any regulations which interfere with Owner's use of the Property for agricultural purposes, wildlife management or timber production.
3. The Owner agrees that the City's AG- Agricultural zoning requirements apply to the Property, and that the Property shall only be used for AG zoning uses. The Owner may continue activities related to AG use, such as firearm use, burning of debris, so long as said activities are related to the AG use.
4. The Owner acknowledges that if Owner or any successor or assign violates any condition of this Agreement, then in addition to the City's other remedies, such act will constitute a petition for voluntary annexation by the Owner, and the Property will be subject to annexation at the direction of the Council. The Owner and any successors or assigns agrees that such annexation shall be voluntary and the Owner hereby consents to such annexation as though a petition for such annexation had been tendered by the Owner, his successors or assigns. The voluntary annexation will be limited to that portion of the Property that violates this Agreement. All remaining Property still in compliance with this Agreement will not be subject to the voluntary annexation.
5. Both parties agree that upon annexation of the Property by the City, the City shall, within 30 days of the effective date of the annexation, initiate an initial zoning of the Property conforming to the land use designation for the Property as shown on the most recent amendment of City's Comprehensive Plan.

C. MISCELLANEOUS PROVISIONS

1. Actions Performable. The City and the Owner agree that all actions to be performed under this Agreement are performable in Bastrop and Travis County, Texas.
2. Governing Law. The City and Owner agree that this Agreement has been made under the laws of the State of Texas in effect on this date, and that any interpretation of this Agreement at a future date shall be made under the laws of the State of Texas.
3. Severability. If a provision hereof shall be finally declared void or illegal by any court or administrative agency having jurisdiction, the entire Agreement shall not be void; but the remaining provisions shall continue in effect as nearly as possible in accordance with the original intent of the parties.
4. Complete Agreement. This Agreement represents a complete agreement of the parties and supersedes all prior written and oral matters related to this agreement. Any amendment to this Agreement must be in writing and signed by all parties. This Agreement runs with the land and shall bind the Property for a term of fifteen years, unless amended by the parties.

5. Exhibits. All exhibits attached to this Agreement are incorporated by reference and expressly made part of this Agreement as if copied verbatim.

6. Notice. All notices, requests or other communications required or permitted by this Agreement shall be in writing and shall be sent by (i) telecopy, with the original delivered by hand or overnight carrier, (ii) by overnight courier or hand delivery, or (iii) certified mail, postage prepaid, return receipt requested, and addressed to the parties at the following addresses:

City of Elgin
Kerry Lacy
City Manager
PO Box 591
Elgin, Texas 78621
Bastrop County

Property Owner:

Roger Mogonye / RSM Real Estate LP
P O Box 132
Elgin, TX 78621

7. Force Majeure. Owner and the City agree that the obligations of each party shall be subject to force majeure events such as natural calamity, fire or strike or inclement weather.

8. Conveyance of Property. Any person who sells or conveys any portion of the Property shall, prior to such sale or conveyance, give written notice of this Agreement to the prospective purchaser or grantee, and shall give written notice of the sale or conveyance to the City.

9. Continuity. This Agreement shall run with the Property and be binding on all successors and grantees of Owner.

10. Survival after Termination. This Agreement shall survive termination to the extent necessary to allow the City to implement the provisions of Section 4, above.

11. Signature Warranty Clause. The signatories to this Agreement represent and warrant that they have the authority to execute this Agreement on behalf of the City and Owner, respectively.

SIGNED as of this ____ day of _____, 20__.

CITY OF ELGIN, TEXAS

Kerry Lacy
City Manager, City of Elgin, Texas

THE STATE OF TEXAS }

COUNTY OF BASTROP }

This instrument was acknowledged before me on the ____ day of _____, 2015,
by Kerry Lacy City Manager, City of Elgin, Texas.

Notary Public, State of Texas

OWNERS

Roger Mogonye
Roger Mogonye

RSM Real Estate LP
RSM Real Estate LP

Suzanne G. Mogoyne
Suzanne G. Mogoyne, Managing Partner

THE STATE OF TEXAS }

COUNTY OF BASTROP }

This instrument was acknowledged before me on the 8th day of December, 2015
by Roger Mogonye, RSM Real Estate LP, City of Elgin.

Karen Cotton
Notary Public, State of Texas



THE STATE OF TEXAS }

COUNTY OF BASTROP }

~~This instrument was acknowledged before me on the 8th day of Dec, 2015,
by Roger Mogonye, on behalf of RSM Real Estate, L.P., City of Elgin.~~

~~RNM
SGM~~

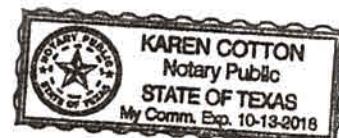
~~Notary Public, State of Texas~~

THE STATE OF TEXAS }

COUNTY OF BASTROP }

This instrument was acknowledged before me on the 8th day of December, 2015,
by Suzanne G. Mogoyne, City of Elgin.

Karen Cotton
Notary Public, State of Texas



DEED
201414715
3 PGS

Warranty Deed

THAT I, Roger Mogonye, a married man occupying other property as my homestead, of the County of Bastrop, State of Texas, hereinafter called "Grantor," for and in consideration of the sum of TEN AND NO/100 (\$10.00) DOLLARS and other good and valuable consideration cash to me in hand paid by RSM Real Estate LP, a Texas Limited Partnership, whose address is 916 Highway 95 North, Elgin, Texas 78621 hereinafter called "Grantee," the receipt and sufficiency of which are hereby acknowledged and confessed; has GRANTED and CONVEYED, and by these present do GRANT and CONVEY, unto the said RSM Real Estate LP, a Texas Limited Partnership, all Grantor's right, title, and interest in that certain lot, tract, or parcel or land, together with all improvements thereon, lying and being situated in the County of Bastrop, State of Texas, more particularly described as follows, to wit:

147.144 acres of land, more or less, being out of the THOMAS CHRISTIAN SURVEY, Abstract No. 20, Bastrop County and Travis County, Texas, and being more particularly described by metes and bounds in Exhibit "A" attached hereto and incorporated herein for all pertinent purposes.

Reservations and exceptions: this conveyance is made and accepted subject to any and all easements, covenants, leases, rights-of-way, restrictions, outstanding mineral interests and royalty interests, and other conditions, if any, relating to the property, to the extent that same may still be in force and effect and either shown of record or apparent on the property.

Prepared by the Wiewel Law Firm, from the information furnished by the parties. No examination has been made and no opinion has been provided by the Attorney preparing this instrument as to the title to or the description of the property involved.

TO HAVE AND TO HOLD the above described premises, together with all and singular the rights and appurtenances thereto in anywise belonging unto the said Grantee, its successors and assigns forever, and the Grantor hereby binds himself, his heirs, executors and administrators to WARRANT and FOREVER DEFEND, all and singular the said premises unto the said Grantee, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same, or any part thereof.

EXECUTED on this 12 day of November, 2014.

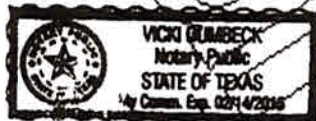
Roger Mogonye
Roger Mogonye

THE STATE OF TEXAS

COUNTY OF Bastrop

Before me, the undersigned authority, on this day personally appeared Roger Mogonye, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN under my hand and seal of office on the 12th day of November, 2014.



Vicki Gumbreck
Notary Public, State of Texas

AFTER RECORDING, PLEASE RETURN TO:

The Wiewel Law Firm
1601 Rio Grande, Ste. 550
Austin, Texas 78701

EXHIBIT "A"

FIELD NOTE DESCRIPTION FOR A 147.144 ACRE TRACT OF LAND:

Being a Tract or Parcel of land situated in Bastrop County, and Travis County, Texas, and being a part of the Thomas Christian Survey, A-20, and being all of that certain tract said to contain 147.5864 acres of land as described in Exhibit "B" in a deed to Marie E. Roemar, Vesta Roemar Rutledge, Erwin Roemar, and Lillian Roemar Fisher, recorded in Volume 237, Page 511, Bastrop County Deed Records, and being more particularly described by metes and bounds as follows:

COMMENCING at a 3/4-inch iron pipe found in the east line of County Line Road, situated in Travis County, for the Northwest corner of said 147.5864 acre tract, the Northwest corner and POINT OF BEGINNING of the herein described tract;

THENCE with the north line of said 147.5864 acre tract, S60°04'41"E, at a distance of 499.04 feet pass an iron rod found, at a distance of 998.54 feet pass an iron rod found, a total distance of 4,374.46 feet to a 1/2-inch iron pipe found for the Northeast corner of said 147.5864 acre tract, the Northeast corner of this tract;

THENCE with the east line of said 147.5864 acre tract, S30°34'13"W, a distance of 1,471.80 feet to a 1/2-inch iron pipe found for the Southeast corner of said 147.5864 acre tract, the Southeast corner of this tract;

THENCE with the south line of said 147.5864 acre tract, N59°57'59"W, a distance of 4,361.12 feet to an iron rod found in the east line of said County Line Road for the Southwest corner of said 147.5864 acre tract, the Southwest corner of this tract;

THENCE with the east line of said County Line Road, the west line of said 147.5864 acre tract, N30°03'06"E, a distance of 1,463.22 feet to the POINT OF BEGINNING, containing 147.144 acres of land, more or less.



George E. Lucas
Registered Public Surveyor
No. 4160 State of Texas
January 20, 1985
WO 85-09

FILED AND RECORDED
OFFICIAL PUBLIC RECORDS

December 03, 2014 10:00:50 AM
KRISTAB FEE: \$24.00 BOOK:2366 PAGE:269-271
ROSE PIETSCH, County Clerk
Bastrop, Texas
201414715

After recording, please return to:

City of Elgin
Kerry Lacy
City Manager
PO Box 591
Elgin, Texas 78621

STATE OF TEXAS
COUNTY OF TRAVIS

§ ANNEXATION DEVELOPMENT
§ AGREEMENT WITH
§ CLYDE T LUNDGREN

This is an ANNEXATION DEVELOPMENT AGREEMENT by and between THE CITY OF ELGIN, TEXAS ("City") and Clyde T Lundgren ("Owner", whether one or more).

WHEREAS, Owner is owner of that certain 4.737 acre tract of land more particularly described in Exhibit "A", attached hereto (the "Property"), and;

WHEREAS, the City intends to annex the property, and;

WHEREAS, pursuant to Sections 43.035 and 212.172 of the Texas Local Government Code, the City and the Owner desire to enter into this Annexation Development Agreement (the "Agreement"); and

WHEREAS, the Owner and the City acknowledge that this agreement is binding upon the City and the Owner and their respective successors and assigns, and;

WHEREAS, this Development Agreement is to be recorded in the Official Records of Travis County, Texas

NOW THEREFORE, for and in consideration of the promises and the mutual agreements set forth herein, the City and Owner hereby agree as follows:

A. PURPOSE

The purpose of this Agreement is to comply with all requirements of Sections 43.035 and 212.172 of the Texas Local Government Code pertaining to the annexation of property into the Elgin city limits (or extraterritorial jurisdiction).

B. GENERAL TERMS AND CONDITIONS

1. Both parties agree that in consideration of the mutual promises stated herein, that the Property will not be annexed by the City of Elgin so long as 1) the Property continues to receive an agricultural exemption from the Travis County Central Appraisal District, except for existing single-family residential use, and 2) no action is taken by the Owner or his assigns to file a subdivision plat or any related development document regarding the Property. If one or more of the above circumstances occur, the City is authorized to commence proceedings to annex all or some of the Property.

2. As consideration for the City foregoing annexation proceedings as described above, the Owner hereby authorizes the City to enforce all regulations and planning authority of the City, except for any regulations which interfere with Owner's use of the Property for agricultural purposes, wildlife management or timber production.

3. The Owner agrees that the City's AG- Agricultural zoning requirements apply to the Property, and that the Property shall only be used for AG zoning uses. The Owner may continue activities related to AG use, such as firearm use, burning of debris, so long as said activities are related to the AG use.

4. The Owner acknowledges that if Owner or any successor or assign violates any condition of this Agreement, then in addition to the City's other remedies, such act will constitute a petition for voluntary annexation by the Owner, and the Property will be subject to annexation at the direction of the Council. The Owner and any successors or assigns agrees that such annexation shall be voluntary and the Owner hereby consents to such annexation as though a petition for such annexation had been tendered by the Owner, his successors or assigns.

5. Both parties agree that upon annexation of the Property by the City, the City shall, within 30 days of the effective date of the annexation, initiate an initial zoning of the Property conforming to the land use designation for the Property as shown on the most recent amendment of City's Comprehensive Plan.

C. MISCELLANEOUS PROVISIONS

1. Actions Performable. The City and the Owner agree that all actions to be performed under this Agreement are performable in Travis County, Texas.

2. Governing Law. The City and Owner agree that this Agreement has been made under the laws of the State of Texas in effect on this date, and that any interpretation of this Agreement at a future date shall be made under the laws of the State of Texas.

3. Severability. If a provision hereof shall be finally declared void or illegal by any court or administrative agency having jurisdiction, the entire Agreement shall not be void; but the remaining provisions shall continue in effect as nearly as possible in accordance with the original intent of the parties.

4. Complete Agreement. This Agreement represents a complete agreement of the parties and supersedes all prior written and oral matters related to this agreement. Any amendment to this Agreement must be in writing and signed by all parties. This Agreement runs with the land and shall bind the Property for a term of fifteen years, unless amended by the parties.

5. Exhibits. All exhibits attached to this Agreement are incorporated by reference and expressly made part of this Agreement as if copied verbatim.

6. Notice. All notices, requests or other communications required or permitted by this Agreement shall be in writing and shall be sent by (i) telecopy, with the original delivered by hand or overnight carrier, (ii) by overnight courier or hand delivery, or (iii) certified mail, postage prepaid, return receipt requested, and addressed to the parties at the following addresses:

City of Elgin
Kerry Lacy
City Manager
PO Box 591
Elgin, Texas 78621
Bastrop County

Property Owner:

Clyde T Lundgren
c/o Betty Lundgren, Independent Executrix
14601 County Line Road
Elgin, TX 78621-4171
512 281-6141
Telephone Number

7. Force Majeure. Owner and the City agree that the obligations of each party shall be subject to force majeure events such as natural calamity, fire or strike or inclement weather.
8. Conveyance of Property. Any person who sells or conveys any portion of the Property shall, prior to such sale or conveyance, give written notice of this Agreement to the prospective purchaser or grantee, and shall give written notice of the sale or conveyance to the City.
9. Continuity. This Agreement shall run with the Property and be binding on all successors and grantees of Owner.
10. Survival after Termination. This Agreement shall survive termination to the extent necessary to allow the City to implement the provisions of Section 4, above.
11. Signature Warranty Clause. The signatories to this Agreement represent and warrant that they have the authority to execute this Agreement on behalf of the City and Owner, respectively.

SIGNED as of this ____ day of _____, 20__.

CITY OF ELGIN, TEXAS

Kerry Lacy
City Manager, City of Elgin, Texas

THE STATE OF TEXAS }

COUNTY OF BASTROP }

This instrument was acknowledged before me on the _____ day of _____, 20____,
by Kerry Lacy, City Manager, City of Elgin, Texas.

Notary Public, State of Texas

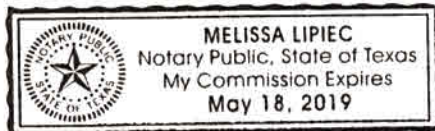
OWNER

Betty S. Lundgren
Betty S Lundgren, Independent Executrix

THE STATE OF TEXAS }

COUNTY OF BASTROP }

This instrument was acknowledged before me on the 5th day of November, 2015,
by Betty S Lundgren, Independent Executrix.



Melissa Lipiec
Notary Public, State of Texas

PID 358787

EXHIBIT "A"

45

NOTICE

Prepared by the State Bar of Texas for use by Lawyers only. 11-73-10M
To select the proper form, fill in blank spaces, strike out form provisions or insert
special terms constitutes the practice of law. No "standard form" can meet all
requirements.

SP 22-365 4736 * 4.50

WARRANTY DEED WITH VENDOR'S LIEN

THE STATE OF TEXAS

COUNTY OF BASTROP

} KNOW ALL MEN BY THESE PRESENTS:

1-38-8105

That I, Annie C. Carlson, a widow

of the County of Travis and State of Texas for and

in consideration of the sum of TEN AND NO/100 - - - - (\$10.00) - - - - DOLLARS

and other valuable consideration to the undersigned paid by the grantees herein named, the receipt of which is hereby acknowledged, and the further consideration of the execution and delivery by grantees of their one certain promissory note of even date herewith, in the principal sum of Four Thousand and 00/100 Dollars (\$4,000.00), payable to the order of grantor in annual installments and bearing interest as therein provided, containing the usual clauses providing for acceleration of maturity and for attorney's fees,

the payment of which note is secured by the vendor's lien herein retained, and is additionally secured by a deed of trust of even date herewith to

Ross Meredith

Trustee,

have GRANTED, SOLD AND CONVEYED, and by these presents do GRANT, SELL AND CONVEY unto

Clyde T. Lundgren and wife, Betty S. Lundgren

of the County of Travis and State of Texas, all of the following described real property in Bastrop & Travis Counties, Texas, to-wit:

Being 4.737 acres of land, a part of the Thomas Christian Survey in Bastrop and Travis Counties, Texas, described in Exhibit "A" attached hereto and made a part hereof.

DEED RECORDS
Travis County, Texas

5569

655

DALE L. OLSON

REGISTERED PUBLIC SURVEYOR

701 SPRING
BASTROP, TEXAS 78602

Exhibit "A"

7-38-8106
PHONE 512-321-5476

FIELD NOTES FOR A 4.737 ACRE TRACT OUT OF A 250 ACRE TRACT IN THE THOMAS CHRISTIAN SURVEY IN BASTROP AND TRAVIS COUNTIES, TEXAS.

Being a 4.737 acre tract of land out of and being a part of that certain 250 acre tract in the THOMAS CHRISTIAN SURVEY in Bastrop and Travis Counties, Texas conveyed by Martin Carlson to Annie C. Carlson by deed dated Nov. 15, 1971, recorded in Vol. 205, Page 99, Bastrop County Deed Records. Said 4.737 acre tract being more particularly described by metes and bounds as follows:

BEGINNING at an iron rod set in the east line of the County Line Road and the west line of the before mentioned 250 acre tract at the northwest corner of a 10 acre tract conveyed to Clyde Lundgren for the southwest corner of this tract from which the southwest corner of the before mentioned 250 acre tract bears S 30° 00' W, 1622.50 feet.

THENCE with the said east line of the County Line Road, the west line of the 250 acre tract, N 30° 00' E, 433.05 feet to an iron rod set for the northwest corner of the 250 acre tract for the northwest corner of this tract.

THENCE with the north line of the 250 acre tract, S 60° 00' E, 476.51 feet to an iron rod set for the northeast corner of this tract.

THENCE S 30° 00' W, 433.05 feet to an iron rod set for the northeast corner of the before mentioned Clyde Lundgren 10 acre tract for the southeast corner of this tract.

THENCE with the north line of the Clyde Lundgren 10 acre tract, N 60° 00' W, 476.51 feet to the POINT OF BEGINNING, containing 4.737 acres of land.

I, Dale L. Olson, a Registered Public Surveyor in the State of Texas, registration number 1753, do hereby certify that the above is a complete and accurate description of the herein described tract of land made from a survey on the ground by me in August, 1976.



Dale L. Olson
Dale L. Olson

5569 656

This conveyance is subject to the following:

1-38-8107

- (1) Visible and apparent easements on or across the property.
- (2) A 1/4 perpetual, non-participating interest in all oil, gas and all other minerals in and under the land reserved in the Deed from Mrs. Theodosia Taylor to Martin Carlson, dated 1/10/40, of record in Vol. 103, Page 88, Deed Records of Bastrop County, Texas.

TO HAVE AND TO HOLD the above described premises, together with all and singular the rights and appurtenances thereto in anywise belonging unto the said grantee, their heirs and assigns forever; and I do hereby bind myself, my heirs, executors and administrators to WARRANT AND FOREVER DEFEND all and singular the said premises unto the said grantee, their heirs and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

But it is expressly agreed that the VENDOR'S LIEN, as well as the Superior Title in and to the above described premises, is retained against the above described property, premises and improvements until the above described note and all interest thereon are fully paid according to the face, tenor, effect and reading thereof, when this Deed shall become absolute.

EXECUTED this 13th day of September, A. D. 19 76

Annie C. Carlson
Annie C. Carlson

5569 657

(Acknowledgment)

THE STATE OF TEXAS
COUNTY OF BASTROP

Before me, the undersigned authority, on this day personally appeared

Annie C. Carlson,

1-38-8108

known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office on this the 13th day of September, A. D. 1976

NOTARY SEAL

Jackson J. Webb
Notary Public in and for Bastrop County, Texas.

FILED

SEP 22 10 47 AM '76

(Acknowledgment)

THE STATE OF TEXAS
COUNTY OF

Before me, the undersigned authority, on this day personally appeared

known to me to be the person whose name subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office on this the day of , A. D. 19

Notary Public in and for County, Texas.

(Acknowledgment)

THE STATE OF TEXAS
COUNTY OF

Before me, the undersigned authority, on this day personally appeared

known to me to be the person whose name subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office on this the day of , A. D. 19

Notary Public in and for County, Texas.

NOTARY OF TEXAS
I hereby certify that this instrument was FILED on the date and at the time stamped herein by me and was duly RECORDED in the Volume and Page of the record indexes of Travis County, Texas, as Stamped herein by me, on

SEP 22 1976

(Corporate acknowledgment)

THE STATE OF TEXAS
COUNTY OF

Before me, the undersigned authority, on this day personally appeared of

a corporation, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity therein stated and as the act and deed of said corporation.

Given under my hand and seal of office on this the day of , A. D. 19

Notary Public in and for County, Texas.



David Thompson
COUNTY CLERK
TRAVIS COUNTY, TEXAS

5569

658

After recording, please return to:

City of Elgin
Kerry Lacy
City Manager
PO Box 591
Elgin, Texas 78621

STATE OF TEXAS
COUNTY OF TRAVIS

§ ANNEXATION DEVELOPMENT
§ AGREEMENT WITH
§ BETTY S LUNDGREN

This is an ANNEXATION DEVELOPMENT AGREEMENT by and between THE CITY OF ELGIN, TEXAS ("City") and Betty S Lundgren ("Owner", whether one or more).

WHEREAS, Owner is owner of that certain 10.000 acre tract of land more particularly described in Exhibit "A", attached hereto (the "Property"), and;

WHEREAS, the City intends to annex the property, and;

WHEREAS, pursuant to Sections 43.035 and 212.172 of the Texas Local Government Code, the City and the Owner desire to enter into this Annexation Development Agreement (the "Agreement"); and

WHEREAS, the Owner and the City acknowledge that this agreement is binding upon the City and the Owner and their respective successors and assigns, and;

WHEREAS, this Development Agreement is to be recorded in the Official Records of Travis County, Texas

NOW THEREFORE, for and in consideration of the promises and the mutual agreements set forth herein, the City and Owner hereby agree as follows:

A. PURPOSE

The purpose of this Agreement is to comply with all requirements of Sections 43.035 and 212.172 of the Texas Local Government Code pertaining to the annexation of property into the Elgin city limits (or extraterritorial jurisdiction).

B. GENERAL TERMS AND CONDITIONS

1. Both parties agree that in consideration of the mutual promises stated herein, that the Property will not be annexed by the City of Elgin so long as 1) the Property continues to receive an agricultural exemption from the Travis County Central Appraisal District, except for existing single-family residential use, and 2) no action is taken by the Owner or his assigns to file a subdivision plat or any related development document regarding the Property. If one or more of the above circumstances occur, the City is authorized to commence proceedings to annex all or some of the Property.

2. As consideration for the City foregoing annexation proceedings as described above, the Owner hereby authorizes the City to enforce all regulations and planning authority of the City, except for any regulations which interfere with Owner's use of the Property for agricultural purposes, wildlife management or timber production.

3. The Owner agrees that the City's AG- Agricultural zoning requirements apply to the Property, and that the Property shall only be used for AG zoning uses. The Owner may continue activities related to AG use, such as firearm use, burning of debris, so long as said activities are related to the AG use.

4. The Owner acknowledges that if Owner or any successor or assign violates any condition of this Agreement, then in addition to the City's other remedies, such act will constitute a petition for voluntary annexation by the Owner, and the Property will be subject to annexation at the direction of the Council. The Owner and any successors or assigns agrees that such annexation shall be voluntary and the Owner hereby consents to such annexation as though a petition for such annexation had been tendered by the Owner, his successors or assigns.

5. Both parties agree that upon annexation of the Property by the City, the City shall, within 30 days of the effective date of the annexation, initiate an initial zoning of the Property conforming to the land use designation for the Property as shown on the most recent amendment of City's Comprehensive Plan.

C. MISCELLANEOUS PROVISIONS

1. Actions Performable. The City and the Owner agree that all actions to be performed under this Agreement are performable in Travis County, Texas.

2. Governing Law. The City and Owner agree that this Agreement has been made under the laws of the State of Texas in effect on this date, and that any interpretation of this Agreement at a future date shall be made under the laws of the State of Texas.

3. Severability. If a provision hereof shall be finally declared void or illegal by any court or administrative agency having jurisdiction, the entire Agreement shall not be void; but the remaining provisions shall continue in effect as nearly as possible in accordance with the original intent of the parties.

4. Complete Agreement. This Agreement represents a complete agreement of the parties and supersedes all prior written and oral matters related to this agreement. Any amendment to this Agreement must be in writing and signed by all parties. This Agreement runs with the land and shall bind the Property for a term of fifteen years, unless amended by the parties.

5. Exhibits. All exhibits attached to this Agreement are incorporated by reference and expressly made part of this Agreement as if copied verbatim.

6. Notice. All notices, requests or other communications required or permitted by this Agreement shall be in writing and shall be sent by (i) telecopy, with the original delivered by hand or overnight carrier, (ii) by overnight courier or hand delivery, or (iii) certified mail, postage prepaid, return receipt requested, and addressed to the parties at the following addresses:

City of Elgin
Kerry Lacy
City Manager
PO Box 591
Elgin, Texas 78621
Bastrop County

Property Owner:

Betty S Lundgren
14601 County Line Road
Elgin, TX 78621-4174

Telephone Number

7. Force Majeure. Owner and the City agree that the obligations of each party shall be subject to force majeure events such as natural calamity, fire or strike or inclement weather.
8. Conveyance of Property. Any person who sells or conveys any portion of the Property shall, prior to such sale or conveyance, give written notice of this Agreement to the prospective purchaser or grantee, and shall give written notice of the sale or conveyance to the City.
9. Continuity. This Agreement shall run with the Property and be binding on all successors and grantees of Owner.
10. Survival after Termination. This Agreement shall survive termination to the extent necessary to allow the City to implement the provisions of Section 4, above.
11. Signature Warranty Clause. The signatories to this Agreement represent and warrant that they have the authority to execute this Agreement on behalf of the City and Owner, respectively.

[Signature Page Follows]

SIGNED as of this _____ day of _____, 20____.

CITY OF ELGIN, TEXAS

Kerry Lacy
City Manager, City of Elgin, Texas

THE STATE OF TEXAS }

COUNTY OF BASTROP }

This instrument was acknowledged before me on the _____ day of _____, 20____,
by Kerry Lacy, City Manager, City of Elgin, Texas.

Notary Public, State of Texas

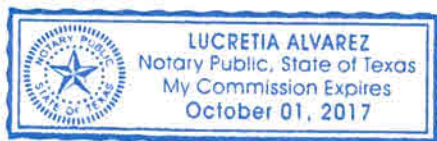
OWNER

Betty S. Lundgren
Betty S Lundgren

THE STATE OF TEXAS }

COUNTY OF BASTROP }

This instrument was acknowledged before me on the 23rd day of October, 2015,
by Betty S. Lundgren, Owner, City of Elgin.



Lucretia Alvarez
Notary Public, State of Texas

PID 358755
358756

EXHIBIT "A"

NOTICE

Prepared by the State Bar of Texas for use by Lawyers only. 11-73 10M
To select the proper form, fill in blank spaces, strike out form provisions or insert
special terms constitutes the practice of law. No "standard form" can meet all
requirements.

530

WARRANTY DEED WITH VENDOR'S LIEN

THE STATE OF TEXAS

NOV 17-76 5057

5.50

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF TRAVIS

1-31-1855

That I, Ammie C. Carlson, a widow

of the County of Travis and State of Texas for and
in consideration of the sum of TEN AND 00/100 - - - - (\$10.00) - - - - DOLLARS
and other valuable consideration to the undersigned paid by the grantees herein named, the receipt of
which is hereby acknowledged, and the further consideration of the execution and delivery by grantees
of their one certain promissory note of even date herewith, in the principal sum of Ten
Thousand and 00/100 Dollars (\$10,000.00), payable to the order of grantor in annual in-
stallments and bearing interest as therein provided, containing the usual clauses provid-
ing for acceleration of maturity and for attorney's fees,

the payment of which note is secured by the vendor's lien herein retained, and is additionally secured by a deed of
trust of even date herewith to Ross Meredith Trustee,
have GRANTED, SOLD AND CONVEYED, and by these presents do GRANT, SELL AND CONVEY unto

subject to the reservation hereinafter made,
/ of the County of Travis and State of Texas, all of the following described real
property in Bastrop and Travis Counties, Texas, to-wit:

Being 10 acres of land, a part of the Thomas
Christian Survey in Bastrop and Travis Counties,
Texas, described in Exhibit "A" attached hereto
and made a part hereof.

DEED RECORDS
Travis County, Texas

5128 844

DALE L. OLSON

REGISTERED PUBLIC SURVEYOR

Exhibit "A"

701 SPRING
BASTROP, TEXAS 78602

PHONE 512-321-5476

1-31-1856

FIELD NOTES FOR A 10.000 ACRE TRACT OUT OF A 250 ACRE TRACT IN THE
THOMAS CHRISTIAN SURVEY IN BASTROP AND TRAVIS COUNTYS, TEXAS.

Being a 10.000 acre tract of land out of and being a part of that certain
250 acre tract in the THOMAS CHRISTIAN SURVEY in Bastrop and Travis
Countys, Texas conveyed by Martin Carlson to Annie C. Carlson by deed
dated Nov. 15, 1971 and recorded in Vol. 205, Page 99, Bastrop County
Deed Records. Said 10.000 acre tract being more particularly described
by metes and bounds as follows:

BEGINNING at an iron rod set in the east line of the County Line
Road, the west line of the before mentioned 250 acre tract for the
southwest corner of this tract from which the southwest corner of the
250 acre tract bears S 30° 00' W, 708.35 feet.

THENCE with the east line of the County Line Road, the west line of
the 250 acre tract, N 30° 00' E, 914.15 feet to an iron rod for the
northwest corner of this tract.

THENCE S 60° 00' E, 476.51 feet to an iron rod for the northeast
corner of this tract.

THENCE S 30° 00' W, 914.15 feet to an iron rod for the southeast
corner of this tract.

THENCE N 60° 00' W, 476.51 feet to the POINT OF BEGINNING, containing
10.000 acres of land.

I, Dale L. Olson, a Registered Public Surveyor in the State of Texas,
registration number 1753, do hereby certify that the above is a complete
and accurate description of the herein described tract of land made
from a survey on the ground by me in March, 1976.

Dale L. Olson
Dale L. Olson



5428 845

DALE L. OLSON

Exhibit "B"

REGISTERED PUBLIC SURVEYOR

701 SPRING
BASTROP, TEXAS 78602

PHONE 512-321-5476

1-31-1857

FIELD NOTES FOR A 20 FOOT EASEMENT, PART OF A 250 ACRE TRACT & PART OF A SURVEYED 10 ACRE TRACT IN THE THOMAS CHRISTIAN SURVEY IN BASTROP AND TRAVIS COUNTY, TEXAS.

Being a 20 foot wide easement and being part of that certain 250 acre tract in the THOMAS CHRISTIAN SURVEY in Bastrop and Travis County, Texas conveyed by Martin Carlson to Annie C. Carlson by deed dated Nov. 15, 1971 and recorded in Vol. 205, Page 99, Bastrop County Deed Records. Said 20 foot wide easement also being part of a surveyed 10 acre tract and the center line of said easement being more particularly described by metes and bounds as follows:

BEGINNING at a point in the east line of the County Line Road, the west line of the before mentioned 250 acre tract, the west line of the surveyed 10 acre tract from which the southwest corner of the 250 acre tract bears S 30° 00' W, 1165.50 feet, the southwest corner of the surveyed 10 acre tract bears S 30° 00' W, 457.15 feet.

THENCE S 60° 00' E, 476.51 feet to a point in the east line of the surveyed 10 acre tract from which southeast corner of the surveyed 10 acre tract bears S 30° 00' W, 457.15 feet, being an easement 20 feet wide.

ORIGINAL DDM

I Dale L. Olson, a Registered Public Surveyor in the State of Texas, registration number 1753 do hereby certify that the above is a complete and accurate description of the herein described easement made from a survey on the ground by me in April, 1976.

Dale L. Olson

Dale L. Olson



5428 846

This conveyance is subject to the following:

1-31-1858

- (1) Visible and apparent easements on or across the property.
- (2) A 1/4 perpetual, non-participating interest in all oil, gas and all other minerals in and under the land reserved in the Deed from Mrs. Theodosia Taylor to Martin Carlson, dated 1/10/40, of record in Vol. 103, Page 88, Deed Records of Bastrop County, Texas.

TO HAVE AND TO HOLD the above described premises, together with all and singular the rights and appurtenances thereto in anywise belonging unto the said grantee s, their heirs and assigns forever; and I do hereby bind myself, my heirs, executors and administrators to WARRANT AND FOREVER DEFEND all and singular the said premises unto the said grantee s, their heirs and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

But it is expressly agreed that the VENDOR'S LIEN, as well as the Superior Title in and to the above described premises, is retained against the above described property, premises and improvements until the above described note and all interest thereon are fully paid according to the face, tenor, effect and reading thereof, when this Deed shall become absolute.

It is, however, understood and agreed that out of the property hereby conveyed there is hereby excepted and reserved unto Grantor, her heirs and assigns, the free and uninterrupted use, liberty and easement of passing in and along a certain passageway or road across the said premises, hereinafter described, and to use such passageway or road at all times in common with Grantees, their heirs and assigns, to-wit:

Being a 20 foot passageway easement described in Exhibit "B" attached hereto and made a part hereof.

EXECUTED this 13th day of May , A. D. 19 76

Annie C. Carlson
Annie C. Carlson

5128 847

(Acknowledgment)

THE STATE OF TEXAS
COUNTY OF BASTROP

1-31-1853

Before me, the undersigned authority, on this day personally appeared

Annie C. Carlson

known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that she executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office on this the

13th

day of

May

A. D. 19 76

Notary Public in and for

Bastrop

County, Texas.

NOTARY SEAL

(Acknowledgment)

THE STATE OF TEXAS
COUNTY OF

Before me, the undersigned authority, on this day personally appeared

known to me to be the person whose name subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office on this the

day of

A. D. 19

Notary Public in and for

County, Texas.

STATE OF TEXAS

COUNTY OF TRAVIS

I hereby certify that this instrument was FILED on the date and at the time stamped hereon by me; and was duly RECORDED in the Volume and Page of the named RECORDS of Travis County, Texas, as Stamped hereon by me, on

(Acknowledgment)

MAY 17 1976

THE STATE OF TEXAS
COUNTY OF

Before me, the undersigned authority, on this day personally appeared



County Clerk
TRAVIS COUNTY, TEXAS

known to me to be the person whose name subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office on this the

day of

A. D. 19

Notary Public in and for

County, Texas.

FILED

MAY 17 10 56 AM '76

(Corporate acknowledgment)

County Clerk
TRAVIS COUNTY, TEXAS

THE STATE OF TEXAS
COUNTY OF

Before me, the undersigned authority, on this day personally appeared
of

a corporation, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity therein stated and as the act and deed of said corporation.

Given under my hand and seal of office on this the

day of

A. D. 19

Notary Public in and for

County, Texas.

5128 848

After recording, please return to:

City of Elgin
Kerry Lacy
City Manager
PO Box 591
Elgin, Texas 78621

STATE OF TEXAS

COUNTY OF TRAVIS/BASTROP

**§ ANNEXATION DEVELOPMENT
§ AGREEMENT WITH
§ EUGENE R & JUDY A KANACK
LIVING TRUST**

This is an ANNEXATION DEVELOPMENT AGREEMENT by and between THE CITY OF ELGIN, TEXAS ("City") and Eugene R & Judy A Kanak Living Trust ("Owner", whether one or more).

WHEREAS, Owner is owner of that certain 234.2150 acre tract of land more particularly described in Exhibit "A", attached hereto (the "Property"), and;

WHEREAS, the City intends to annex the property, and;

WHEREAS, pursuant to Sections 43.035 and 212.172 of the Texas Local Government Code, the City and the Owner desire to enter into this Annexation Development Agreement (the "Agreement"); and

WHEREAS, the Owner and the City acknowledge that this agreement is binding upon the City and the Owner and their respective successors and assigns, and;

WHEREAS, this Development Agreement is to be recorded in the Official Records of Bastrop/Travis County, Texas

NOW THEREFORE, for and in consideration of the promises and the mutual agreements set forth herein, the City and Owner hereby agree as follows:

A. PURPOSE

The purpose of this Agreement is to comply with all requirements of Sections 43.035 and 212.172 of the Texas Local Government Code pertaining to the annexation of property into the Elgin city limits (or extraterritorial jurisdiction).

B. GENERAL TERMS AND CONDITIONS

1. Both parties agree that in consideration of the mutual promises stated herein, that the Property will not be annexed by the City of Elgin so long as 1) the Property continues to receive an agricultural exemption from the Bastrop/Travis County Central Appraisal District, except for existing single-family residential use, and 2) no action is taken by the Owner or his assigns to file a subdivision plat or any related development document regarding the Property. If one or more of the above circumstances occur, the City is authorized to commence proceedings to annex all or some of the Property.

2. As consideration for the City foregoing annexation proceedings as described above, the Owner hereby authorizes the City to enforce all regulations and planning authority

of the City, except for any regulations which interfere with Owner's use of the Property for agricultural purposes, wildlife management or timber production.

3. The Owner agrees that the City's AG- Agricultural zoning requirements apply to the Property, and that the Property shall only be used for AG zoning uses. The Owner may continue activities related to AG use, such as firearm use, burning of debris, so long as said activities are related to the AG use.

4. The Owner acknowledges that if Owner or any successor or assign violates any condition of this Agreement, then in addition to the City's other remedies, such act will constitute a petition for voluntary annexation by the Owner, and the Property will be subject to annexation at the direction of the Council. The Owner and any successors or assigns agrees that such annexation shall be voluntary and the Owner hereby consents to such annexation as though a petition for such annexation had been tendered by the Owner, his successors or assigns.

5. Both parties agree that upon annexation of the Property by the City, the City shall, within 30 days of the effective date of the annexation, initiate an initial zoning of the Property conforming to the land use designation for the Property as shown on the most recent amendment of City's Comprehensive Plan.

C. MISCELLANEOUS PROVISIONS

1. Actions Performable. The City and the Owner agree that all actions to be performed under this Agreement are performable in Bastrop/Travis County, Texas.

2. Governing Law. The City and Owner agree that this Agreement has been made under the laws of the State of Texas in effect on this date, and that any interpretation of this Agreement at a future date shall be made under the laws of the State of Texas.

3. Severability. If a provision hereof shall be finally declared void or illegal by any court or administrative agency having jurisdiction, the entire Agreement shall not be void; but the remaining provisions shall continue in effect as nearly as possible in accordance with the original intent of the parties.

4. Complete Agreement. This Agreement represents a complete agreement of the parties and supersedes all prior written and oral matters related to this agreement. Any amendment to this Agreement must be in writing and signed by all parties. This Agreement runs with the land and shall bind the Property for a term of fifteen years, unless amended by the parties.

5. Exhibits. All exhibits attached to this Agreement are incorporated by reference and expressly made part of this Agreement as if copied verbatim.

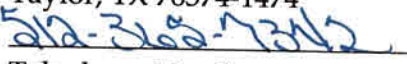
6. Notice. All notices, requests or other communications required or permitted by this Agreement shall be in writing and shall be sent by (i) telecopy, with the original delivered by hand or overnight carrier, (ii) by overnight courier or hand delivery, or (iii)

certified mail, postage prepaid, return receipt requested, and addressed to the parties at the following addresses:

City of Elgin
Kerry Lacy
City Manager
PO Box 591
Elgin, Texas 78621
Bastrop County

Property Owner:

The Eugene R & Judy A Kanak Living Trust
2007 Lathan Ln
Taylor, TX 76574-1474


Telephone Number

7. Force Majeure. Owner and the City agree that the obligations of each party shall be subject to force majeure events such as natural calamity, fire or strike or inclement weather.
8. Conveyance of Property. Any person who sells or conveys any portion of the Property shall, prior to such sale or conveyance, give written notice of this Agreement to the prospective purchaser or grantee, and shall give written notice of the sale or conveyance to the City.
9. Continuity. This Agreement shall run with the Property and be binding on all successors and grantees of Owner.
10. Survival after Termination. This Agreement shall survive termination to the extent necessary to allow the City to implement the provisions of Section 4, above.
11. Signature Warranty Clause. The signatories to this Agreement represent and warrant that they have the authority to execute this Agreement on behalf of the City and Owner, respectively.

[Signature Page Follows]

SIGNED as of this ____ day of _____, 20__.

CITY OF ELGIN, TEXAS

Kerry Lacy
City Manager, City of Elgin, Texas

THE STATE OF TEXAS }

COUNTY OF Williamson }
BASTROP

This instrument was acknowledged before me on the 26 day of Oct, 2015
by Kerry Lacy, City Manager, City of Elgin, Texas.

Notary Public, State of Texas

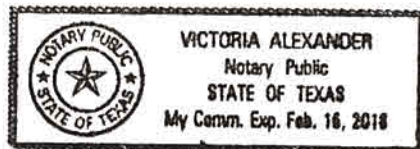
OWNER

Judy A. Kanak Trustee
Eugene B. Kanak Trustee
The Eugene R & Judy A Kanak Living
Trust

THE STATE OF TEXAS }

COUNTY OF Williamson }
BASTROP

This instrument was acknowledged before me on the 26 day of Oct, 2015
by Eugene B. Kanak Judy A. Kanak, City of Taylor.



[Signature]
Notary Public, State of Texas

EXHIBIT "A"

PID 358752
R 15378

OFFICIAL RECORDS

7228

FILM CODE
00005761796

VOL 092 PAGE 713

WARRANTY DEED

Date: June 24, 1998

Grantors: EUGENE R. KANAK, and wife, JUDY A. KANAK

Grantee: The EUGENE R. AND JUDY A. KANAK LIVING TRUST,
under written agreement dated October 14, 1997,
EUGENE R. KANAK and JUDY A. KANAK, co-trustees

Grantee's Mailing Address: 2007 Lathan Lane, Taylor,
Williamson County, Texas 76574

Grantee's Tax ID No. [REDACTED]

Consideration: The sum of ten-and-no/100ths dollars (\$10.00)
and other good and valuable consideration

Property:

All that one certain 234.15-acre, more or less, lot, tract, or parcel of land and all improvements thereon lying and being situated in Bastrop and Travis Counties, Texas, more particularly described in the attached Exhibit "A". And being the same property described in a Warranty Deed with Vendor's Lien from Annie C. Carlson to Eugene R. Kanak and wife, Judy A. Kanak, recorded in Volume 647, Page 111, Official Records of Bastrop County, Texas, and also in Volume 11813, Page 1193, Official Real Property Records of Travis County, Texas.

Reservations from and Exceptions
to Conveyance and Warranty:

Easements, rights-of-way, and prescriptive rights, whether of record or not; all mineral severances, and other instruments, other than liens and conveyances, that affect the property; all zoning laws, regulations and ordinances of municipal and other governmental authorities affecting the property; rights of adjoining owners in any walls and fences situated on a common boundary; any discrepancies, conflicts, or shortages in area or boundary lines; any encroachments or overlapping of improvements; and taxes for the current year, the payment of which Grantee assumes.

REAL PROPERTY RECORDS
TRAVIS COUNTY, TEXAS

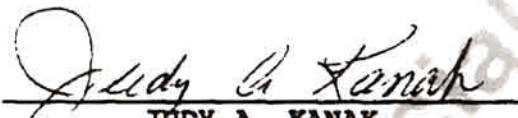
-1-

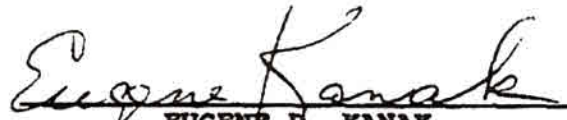
13223 0668

VOL 0920 PAGE 714

For the consideration and subject to the reservations from and exceptions to conveyance and warranty described above, Grantors hereby grant, sell, and convey the property to Grantee, together with all and singular the rights and appurtenances thereto in any wise belonging, to have and hold it to Grantee, Grantee's heirs, executors, administrators, beneficiaries, successors, and assigns forever. Grantors bind themselves and their heirs, executors, administrators, beneficiaries, and successors to warrant and forever defend all and singular the property to Grantee and Grantee's heirs, executors, administrators, beneficiaries, successors, and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof.

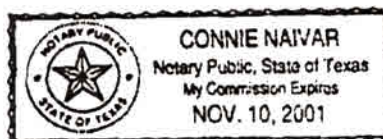
When the context so requires, singular nouns and pronouns include the plural.


JUDY A. KANAK
Grantor
SSI [REDACTED]


EUGENE R. KANAK
Grantor
SSI [REDACTED]

STATE OF TEXAS)
)
COUNTY OF WILLIAMSON)

This Warranty Deed was acknowledged before me in Taylor, Texas on this the 24th day of June, 1998 by EUGENE R. KANAK and JUDY A. KANAK, Grantors.




Notary Public, State of Texas

REAL PROPERTY RECORDS
TRAVIS COUNTY, TEXAS

13223 0669

EXHIBIT "A"

VOL 0920 PAGE 715

FIELD NOTES FOR A 234.215 ACRE TRACT OUT OF A 250 ACRE TRACT IN THE THOMAS CHRISTIAN SURVEY IN BASTROP AND TRAVIS COUNTIES, TEXAS.

Being a 234.215 acre tract or parcel of land out of and being a part of the THOMAS CHRISTIAN SURVEY in Bastrop and Travis Counties, Texas and being a part of that certain 250 acre tract described as First Tract in a deed from Mrs. Theodosia Taylor to Martin Carlson, dated January 10, 1940, recorded in Vol. 103, Pg. 88, Bastrop County Deed Records. Herein described 234.215 acre tract or parcel being more particularly described by metes and bounds as follows:

BEGINNING at an iron rod set at a fence corner in the north line of that certain 72 acre tract described in a deed from Emma Dusek and husband J. J. Dusek to Charley Mogonye, dated July 30, 1946, recorded in Vol. 119, Pg. 329, Bastrop County Deed Records, the northwest corner of that certain 98.17 acre tract described in a deed from M. J. Frenzel, et ux, to Leslie L. Gustafson, dated February 1, 1951, recorded in Vol. 131, Pg. 198, Bastrop County Deed Records, the northeast corner of the before mentioned 250 acre tract of which this is a part, for the northeast corner of this tract.

THENCE with the east line, as fenced, of the said 250 acre tract, the west line of the Gustafson 98.17 acre tract, the west line of that certain 34.07 acre tract described in a deed from H. H. Hanson, et ux, to Jim Mogonye, dated Sept. 27, 1949, recorded in Vol. 126, Pg. 442, Bastrop County Deed Records, S 30° 27' 09" W, 2036.79 feet to an iron rod set at a fence corner in the north line of the Alfred Carlson 89.96 acre tract, the southwest corner of the Mogonye 34.07 acre tract, the southeast corner of the said 250 acre tract, of which this is a part, for the southeast corner of this tract.

THENCE with the south line, as fenced, of the said 250 acre tract of which this is a part, the north line of the Carlson 89.96 acre tract and the north line of that certain 50 acre tract described in a deed from August Swenson to Carl T. Larsberg, et ux, dated March 20, 1946, recorded in Vol. 118, Pg. 406, Bastrop County Deed Records, N 60° 16' 01" W, 5292.66 feet to an iron rod set at a fence post found in the east line of the County Line Road, the occupied southwest corner of the said 250 acre tract, the occupied northwest corner of the Larsberg 50 acre tract, for the southwest corner of this tract.

THENCE with the east line of the County Line Road, the west line of the said 250 acre tract, N 30° 00' 00" E, 708.35 feet to an iron rod set near a fence corner, the southwest corner of the Clyde Lundgren 10.000 acre tract, for an angle corner of this tract.

THENCE with the south line of the Clyde Lundgren 10.000 acre tract, S 60° 00' 00" E, 476.51 feet to the southeast corner of same, an iron rod set at a fence corner for an interior corner of this tract.

THENCE with the east line of the Clyde Lundgren 10.000 acre tract and the east line of the Clyde Lundgren 4.737 acre tract, N 30° 00' 00" E, at 457.15 feet pass the center of a 20 foot easement, at 914.15 feet pass the northeast corner of the Lundgren 10.000 acre tract, the southeast corner of the Lundgren 4.737 acre tract, in all 1347.20 feet to an iron rod found in the north line of the before mentioned 250 acre tract of which this is a part, the south line of that certain 147.586 acre tract set aside to Merle E. Roemer, et al, in a partition deed dated May 9, 1980, recorded in Vol. 287, Pg. 587, Bastrop County Deed Records, the northeast corner of the Lundgren 4.737 acre tract, for the northwest corner of this tract, from which the northwest corner of the said 250 acre tract, the southwest corner of the Roemer 147.586 acre tract, an iron pipe found in the east line of the County Line Road bears S 60° 00' 00" E, 476.51 feet.

THENCE with the north line of the said 250 acre tract, the south line of the Roemer 147.586 acre and before mentioned Charley Mogonye 72 acre tracts, S 60° 04' 10" E, 4832.18 feet to the POINT OF BEGINNING, containing 234.215 acres of land.

Dale L. Olson
Dale L. Olson
Registered Public Surveyor
Reg. No. 1753



REAL PROPERTY RECORDS
TRAVIS COUNTY, TEXAS

13223 0670

VOL 0920 PAGE 716

GRANTEE'S MAILING ADDRESS:

EUGENE R. KANAK
2007 Lathan Lane
Taylor, Texas 76574

**PREPARED IN THE LAW OFFICE OF
AND AFTER RECORDING RETURN TO:**

J. R. McCracken
P. O. Box 180935
Austin, TX 78718-0935

WARRANTY DEED

EUGENE R. KANAK
AND
JUDY A. KANAK
TO
THE EUGENE R. AND JUDY
A. KANAK LIVING TRUST,
EUGENE R. KANAK
AND
JUDY A. KANAK,
CO-TRUSTEES

RESERVED FOR RECORDING INFORMATION

FILED

JUL 02 1998 9 00 A M

Shirley H. Nelson

COUNTY CLERK
BASTROP COUNTY, TEXAS

STATE OF TEXAS COUNTY OF BASTROP
I hereby certify that this instrument
was FILED on the date and time stamped
hereon by me; and was duly RECORDED, in
the Volume and Page of the named
RECORDS of Bastrop County, Texas, as
Stamped hereon by me on



JUL 02 1998
Shirley H. Nelson

COUNTY CLERK
BASTROP COUNTY, TEXAS

REAL PROPERTY RECORDS
TRAVIS COUNTY, TEXAS

13223 0671

FILED

98 JUL 13 AM 11:10

**DANA DEBEAUVOIR
COUNTY CLERK
TRAVIS COUNTY, TEXAS**

Unofficial Copy

STATE OF TEXAS COUNTY OF TRAVIS
I hereby certify that this instrument was FILED on
the date and at the time stamped herein by me, and
was duly RECORDED, in the Volume and Page of the
named RECORDS of Travis County, Texas, on

JUL 13 1998



Dana Debeauvoir
**COUNTY CLERK
TRAVIS COUNTY, TEXAS**

1500
J.R. McCracken P.C.
9508 Glenview Rd.
Austin TX 78759

**REAL PROPERTY RECORDS
TRAVIS COUNTY, TEXAS**

13223 0672

RECORDED
COMPARED

RECEIPT#: B00117101 TRANS#: B0735 DEPT: REGULAR RECORD \$17.00
CASHIER: KHMEN FILE DATE: 7/13/98 TRANS DATE: 7/14/98
PAID BY: CHECK# 2767

After recording, please return to:

City of Elgin
Kerry Lacy
City Manager
PO Box 591
Elgin, Texas 78621

STATE OF TEXAS
COUNTY OF BASTROP

§ ANNEXATION DEVELOPMENT
§ AGREEMENT WITH
§ WARD & PATSY PAYNE

This is an ANNEXATION DEVELOPMENT AGREEMENT by and between THE CITY OF ELGIN, TEXAS ("City") and Ward & Patsy Payne ("Owner", whether one or more).

WHEREAS, Owner is owner of that certain 42.1580 acre tract of land more particularly described in Exhibit "A", attached hereto (the "Property"), and;

WHEREAS, the City intends to annex the property, and;

WHEREAS, pursuant to Sections 43.035 and 212.172 of the Texas Local Government Code, the City and the Owner desire to enter into this Annexation Development Agreement (the "Agreement"); and

WHEREAS, the Owner and the City acknowledge that this agreement is binding upon the City and the Owner and their respective successors and assigns, and;

WHEREAS, this Development Agreement is to be recorded in the Official Records of Bastrop County, Texas

NOW THEREFORE, for and in consideration of the promises and the mutual agreements set forth herein, the City and Owner hereby agree as follows:

A. PURPOSE

The purpose of this Agreement is to comply with all requirements of Sections 43.035 and 212.172 of the Texas Local Government Code pertaining to the annexation of property into the Elgin city limits (or extraterritorial jurisdiction).

B. GENERAL TERMS AND CONDITIONS

1. Both parties agree that in consideration of the mutual promises stated herein, that the Property will not be annexed by the City of Elgin so long as 1) the Property continues to receive an agricultural exemption from the Bastrop County Central Appraisal District, except for existing single-family residential use, and 2) no action is taken by the Owner or his assigns to file a subdivision plat or any related development document regarding the Property. If one or more of the above circumstances occur, the City is authorized to commence proceedings to annex all or some of the Property.

2. As consideration for the City foregoing annexation proceedings as described above, the Owner hereby authorizes the City to enforce all regulations and planning authority of the City, except for any regulations which interfere with Owner's use of the Property for agricultural purposes, wildlife management or timber production.

3. The Owner agrees that the City's AG- Agricultural zoning requirements apply to the Property, and that the Property shall only be used for AG zoning uses. The Owner may continue activities related to AG use, such as firearm use, burning of debris, so long as said activities are related to the AG use.

4. The Owner acknowledges that if Owner or any successor or assign violates any condition of this Agreement, then in addition to the City's other remedies, such act will constitute a petition for voluntary annexation by the Owner, and the Property will be subject to annexation at the direction of the Council. The Owner and any successors or assigns agrees that such annexation shall be voluntary and the Owner hereby consents to such annexation as though a petition for such annexation had been tendered by the Owner, his successors or assigns.

5. Both parties agree that upon annexation of the Property by the City, the City shall, within 30 days of the effective date of the annexation, initiate an initial zoning of the Property conforming to the land use designation for the Property as shown on the most recent amendment of City's Comprehensive Plan.

C. MISCELLANEOUS PROVISIONS

1. Actions Performable. The City and the Owner agree that all actions to be performed under this Agreement are performable in Bastrop County, Texas.

2. Governing Law. The City and Owner agree that this Agreement has been made under the laws of the State of Texas in effect on this date, and that any interpretation of this Agreement at a future date shall be made under the laws of the State of Texas.

3. Severability. If a provision hereof shall be finally declared void or illegal by any court or administrative agency having jurisdiction, the entire Agreement shall not be void; but the remaining provisions shall continue in effect as nearly as possible in accordance with the original intent of the parties.

4. Complete Agreement. This Agreement represents a complete agreement of the parties and supersedes all prior written and oral matters related to this agreement. Any amendment to this Agreement must be in writing and signed by all parties. This Agreement runs with the land and shall bind the Property for a term of fifteen years, unless amended by the parties.

5. Exhibits. All exhibits attached to this Agreement are incorporated by reference and expressly made part of this Agreement as if copied verbatim.

6. Notice. All notices, requests or other communications required or permitted by this Agreement shall be in writing and shall be sent by (i) telecopy, with the original delivered by hand or overnight carrier, (ii) by overnight courier or hand delivery, or (iii) certified mail, postage prepaid, return receipt requested, and addressed to the parties at the following addresses:

City of Elgin
City Manager
PO Box 591
Elgin, Texas 78621
Bastrop County

Property Owner:

Ward & Patsy Payne
P O Box 642
Elgin, TX 78621

512-751-8238
Telephone Number

7. Force Majeure. Owner and the City agree that the obligations of each party shall be subject to force majeure events such as natural calamity, fire or strike or inclement weather.
8. Conveyance of Property. Any person who sells or conveys any portion of the Property shall, prior to such sale or conveyance, give written notice of this Agreement to the prospective purchaser or grantee, and shall give written notice of the sale or conveyance to the City.
9. Continuity. This Agreement shall run with the Property and be binding on all successors and grantees of Owner.
10. Survival after Termination. This Agreement shall survive termination to the extent necessary to allow the City to implement the provisions of Section 4, above.
11. Signature Warranty Clause. The signatories to this Agreement represent and warrant that they have the authority to execute this Agreement on behalf of the City and Owner, respectively.

[Signature Page Follows]

SIGNED as of this ____ day of _____, 20__.

CITY OF ELGIN, TEXAS

Kerry Lacy
City Manager, City of Elgin, Texas

THE STATE OF TEXAS }

COUNTY OF BASTROP }

This instrument was acknowledged before me on the ____ day of _____, 20__,
by Kerry Lacy, City Manager, City of Elgin, Texas.

Notary Public, State of Texas

OWNER

Ward A. Payne

Ward Payne

Patsy R. Payne

Patsy Payne

THE STATE OF TEXAS }

COUNTY OF BASTROP }

This instrument was acknowledged before me on the 19th day of NOVEMBER, 2015,
by Ward Payne and Patsy Payne, Owners, City of Elgin.



Melissa Lipiec

Notary Public, State of Texas

7074

LVOL 647 PAGE 728

2253

Prepared by the State Bar of Texas for use by lawyers only.

Revised 10-85.

© 1985 by the State Bar of Texas

OFFICIAL RECORDS

WARRANTY DEED WITH VENDOR'S LIENDate: November 2, 1992

Grantor: Leslie L. Gustafson and wife, Evelyn Gustafson

Grantor's Mailing Address (including county): Route 4, Box 190-A
Elgin, Bastrop County, Texas 78621

Grantee: Ward Payne and wife, Patsy Payne

Grantee's Mailing Address (including county): 105 Robin
Elgin, Bastrop County, Texas 78621

Consideration: TEN AND NO/100 DOLLARS (\$10.00) and other valuable consideration and a Note of even date that is in the principal amount of THIRTEEN THOUSAND AND NO/100 DOLLARS (\$13,000.00) and is executed by Grantee payable to the Order of Grantor. It is secured by a Vendor's Lien retained in this deed and a deed of trust of even date from Grantee to James Prinz, Trustee.

Property (including any improvements):

42.505 acres of land, more or less, out of and being a part of the THOMAS CHRISTIAN SURVEY, ABSTRACT NO. 20, in Bastrop County, Texas, and being more particularly described by meter and bounds in Exhibit "A" attached hereto and incorporated herein for all pertinent purposes.

This conveyance includes the free and uninterrupted use, liberty, and easement of passing in and along a certain thirty foot (30') Passageway or road described in Exhibit "B" attached hereto and made a part hereof, and the Grantees, their heirs and assigns to use such passageway, or road at all times in common with the Grantors, their heirs and assigns.

Reservations from and Exceptions to Conveyance and Warranty:

1. Easements and rights-of-way, whether of record or not.
2. Taxes for 1992, the payment of which Grantee assumes; and subsequent easements for that and prior years due to change in land usage, ownership, or both, the payment of which Grantee assumes.
3. It is, however, understood and agreed that out of the property hereby conveyed there is hereby excepted and reserved unto Grantors, their heirs and assigns, the free and uninterrupted use, liberty and easement of passing in and along a certain passageway or road across the said premises, described in Exhibit "C" attached hereto and made a part hereof, and to use such passageway or road at all times in common with Grantees, their heirs and assigns.

Grantor, for the consideration and subject to the reservations from and exceptions to conveyance and warranty, grants, sells and conveys to Grantee the property, together with all and singular the rights and appurtenances thereto in any wise belonging, to have and hold it to Grantee, Grantee's heirs, executors, administrators, successors, or assigns forever. Grantor hereby binds Grantor and Grantor's heirs, executors, administrators, and successors to warrant and forever defend all and singular the property to Grantee and Grantee's heirs, executors, administrators, successors, and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof, except as to the reservations from and exceptions to warranty.

The vendor's lien against and superior title to the property are retained until each note described is fully paid according to its terms, at which time this deed shall become absolute.

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

Leslie L. Gustafson
Leslie L. Gustafson
Evelyn Gustafson
Evelyn Gustafson

(Acknowledgment)

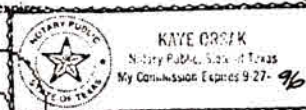
STATE OF TEXAS
COUNTY OF BASTROP

This instrument was acknowledged before me on the 2 day of Nov, 19 92
by Leslie L. Gustafson and wife, Evelyn Gustafson.

Notary Public, State of Texas
Notary's name (printed):

Notary's commission expires:

(Corporate Acknowledgment)



STATE OF TEXAS
COUNTY OF

This instrument was acknowledged before me on the _____ day of _____, 19 ____
by _____ of _____
a _____ corporation, on behalf of said corporation.

Notary Public, State of Texas
Notary's name (printed):

Notary's commission expires:

AFTER RECORDING RETURN TO:

PREPARED IN THE LAW OFFICE OF:

DALE L. OLSON
 REGISTERED PROFESSIONAL LAND SURVEYOR
 711 WATER STREET (512) 321-5476 BASTROP, TEXAS 78602

FIELD NOTES FOR A 42.508 ACRE TRACT OUT OF A 85.5 ACRE TRACT IN THE
 THOMAS CHRISTIAN SURVEY IN BASTROP COUNTY, TEXAS.

Being a 42.508 acre tract or parcel of land out of and being a part
 of the THOMAS CHRISTIAN SURVEY, A-20, in Bastrop County, Texas, and
 being a part of that certain 85.5 acre tract described in a deed
 from M. J. Frenzel and wife, Irene A. Frenzel, to Leslie L.
 Gustafson, dated February 1, 1951, recorded in Vol. 131, Page 198,
 Bastrop County Deed Records. Herein described 42.508 acre tract or
 parcel being more particularly described by metes and bounds as
 follows:

BEGINNING at an iron rod found at a fence corner in the south
 line of that certain 72 acre tract described in a deed from Emma
 Dusek and husband, J. J. Dusek, to Charles Mogonye, dated July 30,
 1946, recorded in Vol. 119, Page 329, Bastrop County Deed Records,
 the northeast corner of that certain 250 acre tract described as
 First Tract in a deed from Theodosia Taylor to Martin Carlson,
 dated January 10, 1940, recorded in Vol. 103, Page 88, Bastrop
 County Deed Records, the northwest corner of the before mentioned
 85.5 acre tract of which this is a part for the northwest corner of
 this tract.

THENCE with the north line, as fenced, of the said 85.5 acre
 tract, the south line of the Charley Mogonye tract, S 61 deg 35 min
 04 sec E, 1702.34 feet to an iron rod set for a northeast corner of
 this tract.

THENCE S 30 deg 25 min 38 sec W, 186.08 feet to an iron rod
 set for an interior corner of this tract.

THENCE S 61 deg 02 min 38 sec E, 279.44 feet to an iron rod
 set for an interior corner of this tract.

THENCE N 30 deg 20 min 22 sec E, 158.69 feet to an iron rod
 set at the southwest corner of a 30 foot roadway easement for an
 angle corner of this tract.

THENCE with the south line of the said 30 foot roadway
 easement, S 61 deg 35 min 04 sec E, 30.02 feet to an iron rod set
 for a northeast corner of this tract.

THENCE S 30 deg 20 min 22 sec W, 189.99 feet to an iron rod
 set for an angle corner of this tract.

THENCE N 61 deg 02 min 38 sec W, 334.52 feet to an iron rod
 set for an interior corner of this tract.

THENCE S 23 deg 22 min 45 sec W, 128.23 feet to an iron rod
 set for an interior corner of this tract.

THENCE S 65 deg 11 min 33 sec E, 182.94 feet to an iron rod
 set for an angle corner of this tract.

THENCE S 27 deg 39 min 29 sec W, 124.06 feet to an iron rod
 set for an angle corner of this tract.

THENCE N 64 deg 04 min 03 sec W, 173.80 feet to an iron rod
 set for an interior corner of this tract.

THENCE S 41 deg 28 min 44 sec W, 44.57 feet to an iron rod
 set; S 79 deg 08 min 01 sec W, 78.10 feet to an iron rod set; N 64

deg 32 min 11 sec W, 484.24 feet to an iron rod set for an interior corner of this tract.

THENCE S 27 deg 34 min 50 sec W, 752.81 feet to an iron rod found in the south line of the before mentioned 85.5 acre tract for the southeast corner of this tract. Said point being in the north line of the Jim V. Mogongge 69.055 acre tract.

THENCE with the south line of the said 85.5 acre tract, the north line of the Jim Mogongge 69.055 acre tract, N 59 deg 50 min 07 sec W, 1154.28 feet to an iron rod found at a fence corner in the east line of the before mentioned Carlson 250 acre tract, the northwest corner of the Jim Mogongge 69.055 acre tract, the southwest corner of the said 85.5 acre tract for the southwest corner of this tract.

THENCE with the east line of the said Carlson 250 acre tract, the west line of the said 85.5 acre tract, N 28 deg 39 min 02 sec E, 1298.84 feet to the POINT OF BEGINNING, containing 42.508 acres of land.

Dale L. Olson
Dale L. Olson
Registered Professional
Land Surveyor
Reg. No. 1753



EXHIBIT "A", Page 2 of 2 Pages

DALE L. OLSON
REGISTERED PROFESSIONAL LAND SURVEYOR
711 WATER STREET (512)321-5476 BASTROP, TEXAS 78602

EASEMENT NO. 1 FIELD NOTES

Being a 30 foot roadway easement out of and being a part of the THOMAS CHRISTIAN SURVEY, A-20, in Bastrop County, Texas, and being a part of that certain 85.5 acre tract described in a deed from M.J. Frenzel and wife, Irene A. Frenzel, to Leslie L. Gustafson, dated February 1, 1951, recorded in Vol. 131, Page 198, Bastrop County Deed Records. Herein described easement being more particularly described by metes and bounds as follows:

BEGINNING at a concrete monument found at a fence corner in the curving west line of State Highway No. 95, the northeast corner of the before mentioned 85.5 acre tract for the northeast corner of the herein described easement.

THENCE with the west line of State Highway No. 95, the east line of the said 85.5 acre tract along a curve to the right whose radius is 2804.79 feet, whose central angle is 0 deg 36 min 50 sec; whose long chord bears S 31 deg 43 min 19 sec W, 30.05 feet; 30.05 feet along the arc to an iron rod set for the southeast corner of the herein described easement.

THENCE on a line 30 feet from and parallel to the north line of the said 85.5 acre tract N 61 deg 35 min 04 sec W, 790.92 feet to an iron rod set for the southwest corner of the herein described easement.

THENCE N 30 deg 20 min 22 sec E, 30.02 feet to an iron rod set in the north line of the said 85.5 acre tract for the northwest corner of the herein described easement.

THENCE with the north line of the said 85.5 acre tract, S 61 deg 35 min 04 sec E, 791.64 feet to the POINT OF BEGINNING.

Dale L. Olson
Dale L. Olson
Registered Professional
Land Surveyor
Reg. No. 1753



EXHIBIT "B"

DALE L. OLSON
REGISTERED PROFESSIONAL LAND SURVEYOR
711 WATER STREET (512)321-5476 BASTROP, TEXAS 78602

EASEMENT NO. 2 FIELD NOTES

Being a 30 foot roadway easement out of and being a part of the THOMAS CHRISTIAN SURVEY, A-20, in Bastrop County, Texas, and being a part of that certain 85.5 acre tract described in a deed from M.J. Frenzel and wife, Irene A. Frenzel, to Leslie L. Gustafson, dated February 1, 1951, recorded in Vol. 131, Page 198, Bastrop County Deed Records, and being a part of a 42.508 acre tract surveyed out of said 85.5 acre tract. Herein described easement being more particularly described by metes and bounds as follows: COMMENCING at a concrete monument found at a fence corner in the curving west line of State Highway No. 95, the northeast corner of the before mentioned 85.5 acre tract.

THENCE with the west line of State Highway No. 95, the east line of the said 85.5 acre tract along a curve to the right whose radius is 2804.79 feet; whose central angle is 0 deg 36 min 50 sec; whose long chord bears S 31 deg 43 min 19 sec W, 30.05 feet; 30.05 feet along the arc to an iron rod set.

THENCE on a line 30 feet from and parallel to the north line of the said 85.5 acre tract, N 61 deg 35 min 04 sec W, 760.90 feet to an iron rod set for a northeast corner of the before mentioned 42.508 acre tract for the POINT OF BEGINNING, the northeast corner of the herein described easement.

THENCE with a upper east and upper south line of the said 42.508 acre tract, S 30 deg 20 min 22 sec W, 188.99 feet to an iron rod set; N 61 deg 02 min 38 sec W, 334.52 feet to an iron rod set for the southwest corner of the herein described easement.

THENCE N 35 deg 22 min 45 sec E, 30.14 feet to an iron rod set for a northeast corner of the herein described easement.

THENCE S 61 deg 02 min 38 sec E, 308.17 feet to an iron rod set for an interior corner of the said 42.508 acre tract for an interior corner of the herein described easement.

THENCE with a line of the said 42.508 acre tract, N 30 deg 20 min 22 sec E, 158.69 feet to an iron rod set for an angle corner of said tract for a northwest corner of the herein described easement.

THENCE with a upper north line of the said 42.508 acre tract along the south line of another 30 foot easement, S 61 d g 35 min 04 sec E, 30.02 feet to the POINT OF BEGINNING.

Dale L. Olson
Dale L. Olson
Registered Professional
Land Surveyor
Reg. No. 1753



Any Provision Herein Which Restricts the
Sale, Rental, or Use of the Described Real
Property Because of Color or Race is Invalid
And Unenforceable under Federal Law.

EXHIBIT "C"

NOV 3 1982
FILED 4:30 P M
Shirley H. Williams
COUNTY CLERK
BASTROP COUNTY, TEXAS

STATE OF TEXAS COUNTY OF BASTROP
I hereby certify that this instrument
was FILED on the date and time indicated
hereon by me and was duly recorded in
the Volume and Page of the public
RECORDS of Bastrop County, Texas as
Stippled hereon by me on



NOV 12 1982
Shirley H. Williams
COUNTY CLERK
BASTROP COUNTY, TEXAS

After recording, please return to:

City of Elgin
City Manager
PO Box 591
Elgin, Texas 78621

STATE OF TEXAS
COUNTY OF BASTROP

§ ANNEXATION DEVELOPMENT
§ AGREEMENT WITH
§ WARD A & PATSY D PAYNE

This is an ANNEXATION DEVELOPMENT AGREEMENT by and between THE CITY OF ELGIN, TEXAS ("City") and Ward A & Patsy D Payne ("Owner", whether one or more).

WHEREAS, Owner is owner of that certain 33.6990 acre tract of land more particularly described in Exhibit "A", attached hereto (the "Property"), and;

WHEREAS, the City intends to annex the property, and;

WHEREAS, pursuant to Sections 43.035 and 212.172 of the Texas Local Government Code, the City and the Owner desire to enter into this Annexation Development Agreement (the "Agreement"); and

WHEREAS, the Owner and the City acknowledge that this agreement is binding upon the City and the Owner and their respective successors and assigns, and;

WHEREAS, this Development Agreement is to be recorded in the Official Records of Bastrop County, Texas

NOW THEREFORE, for and in consideration of the promises and the mutual agreements set forth herein, the City and Owner hereby agree as follows:

A. PURPOSE

The purpose of this Agreement is to comply with all requirements of Sections 43.035 and 212.172 of the Texas Local Government Code pertaining to the annexation of property into the Elgin city limits (or extraterritorial jurisdiction).

B. GENERAL TERMS AND CONDITIONS

1. Both parties agree that in consideration of the mutual promises stated herein, that the Property will not be annexed by the City of Elgin so long as 1) the Property continues to receive an agricultural exemption from the Bastrop County Central Appraisal District, except for existing single-family residential use, and 2) no action is taken by the Owner or his assigns to file a subdivision plat or any related development document regarding the Property. If one or more of the above circumstances occur, the City is authorized to commence proceedings to annex all or some of the Property.

2. As consideration for the City foregoing annexation proceedings as described above, the Owner hereby authorizes the City to enforce all regulations and planning authority

of the City, except for any regulations which interfere with Owner's use of the Property for agricultural purposes, wildlife management or timber production.

3. The Owner agrees that the City's AG- Agricultural zoning requirements apply to the Property, and that the Property shall only be used for AG zoning uses. The Owner may continue activities related to AG use, such as firearm use, burning of debris, so long as said activities are related to the AG use.

4. The Owner acknowledges that if Owner or any successor or assign violates any condition of this Agreement, then in addition to the City's other remedies, such act will constitute a petition for voluntary annexation by the Owner, and the Property will be subject to annexation at the direction of the Council. The Owner and any successors or assigns agrees that such annexation shall be voluntary and the Owner hereby consents to such annexation as though a petition for such annexation had been tendered by the Owner, his successors or assigns.

5. Both parties agree that upon annexation of the Property by the City, the City shall, within 30 days of the effective date of the annexation, initiate an initial zoning of the Property conforming to the land use designation for the Property as shown on the most recent amendment of City's Comprehensive Plan.

C. MISCELLANEOUS PROVISIONS

1. Actions Performable. The City and the Owner agree that all actions to be performed under this Agreement are performable in Bastrop County, Texas.

2. Governing Law. The City and Owner agree that this Agreement has been made under the laws of the State of Texas in effect on this date, and that any interpretation of this Agreement at a future date shall be made under the laws of the State of Texas.

3. Severability. If a provision hereof shall be finally declared void or illegal by any court or administrative agency having jurisdiction, the entire Agreement shall not be void; but the remaining provisions shall continue in effect as nearly as possible in accordance with the original intent of the parties.

4. Complete Agreement. This Agreement represents a complete agreement of the parties and supersedes all prior written and oral matters related to this agreement. Any amendment to this Agreement must be in writing and signed by all parties. This Agreement runs with the land and shall bind the Property for a term of fifteen years, unless amended by the parties.

5. Exhibits. All exhibits attached to this Agreement are incorporated by reference and expressly made part of this Agreement as if copied verbatim.

6. Notice. All notices, requests or other communications required or permitted by this Agreement shall be in writing and shall be sent by (i) telecopy, with the original delivered by hand or overnight carrier, (ii) by overnight courier or hand delivery, or (iii)

certified mail, postage prepaid, return receipt requested, and addressed to the parties at the following addresses:

City of Elgin
City Manager
PO Box 591
Elgin, Texas 78621
Bastrop County

Property Owner:

Ward A & Patsy D Payne

P O Box 642

Elgin, TX 78621 8238

512-754-2438

Telephone Number

7. Force Majeure. Owner and the City agree that the obligations of each party shall be subject to force majeure events such as natural calamity, fire or strike or inclement weather.

8. Conveyance of Property. Any person who sells or conveys any portion of the Property shall, prior to such sale or conveyance, give written notice of this Agreement to the prospective purchaser or grantee, and shall give written notice of the sale or conveyance to the City.

9. Continuity. This Agreement shall run with the Property and be binding on all successors and grantees of Owner.

10. Survival after Termination. This Agreement shall survive termination to the extent necessary to allow the City to implement the provisions of Section 4, above.

11. Signature Warranty Clause. The signatories to this Agreement represent and warrant that they have the authority to execute this Agreement on behalf of the City and Owner, respectively.

[Signature Page Follows]

SIGNED as of this ____ day of _____, 20__.

CITY OF ELGIN, TEXAS

Kerry Lacy
City Manager, City of Elgin, Texas

THE STATE OF TEXAS }

COUNTY OF BASTROP }

This instrument was acknowledged before me on the ____ day of _____, 20__,
by Kerry Lacy, City Manager, City of Elgin, Texas.

Notary Public, State of Texas

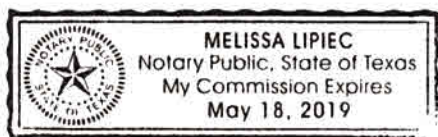
OWNER

Ward A. Payne
Ward A Payne
Patsy D. Payne
Patsy D Payne

THE STATE OF TEXAS }

COUNTY OF BASTROP }

This instrument was acknowledged before me on the 19th day of NOVEMBER, 2015,
by Ward A Payne and Patsy D Payne, Owners.



Melissa Lipiec
Notary Public, State of Texas

V1582-P502

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

PID# 15519

EVELYN PRINZ GUSTAFSON,
a Widow

TO

WARD A. PAYNE,
ET UX

**WARRANTY DEED
WITH VENDOR'S LIEN**

STATE OF TEXAS,
COUNTY OF HATROP.

§
§
§

EVELYN PRINZ GUSTAFSON, a Widow, also know as and being one and the same person as Evelyn F. Gustafson and Evelyn Gustafson, of Elgin, Williamson County, Texas, hereinafter called Grantor, for and in consideration of the sum of TEN DOLLARS (\$10.00), and other good and valuable consideration cash to her paid by the Grantees hereinafter named, the receipt of which is hereby acknowledged and confessed, and for the payment of which no right or lien, expressed or implied, is retained; and for further consideration of the sum of FIFTY THOUSAND AND NO NO/100 DOLLARS (\$50,000.00), as evidenced by one certain promissory purchase money note of even date herewith, executed by the Grantees herein, payable to the order of Grantor, bearing interest as therein provided, and being secured by the vendor's lien hereinafter retained and additionally secured by a Deed of Trust lien, with power of sale, of even date herewith, to

1

BAL 0521497

Andrew D. Littlejohn, Trustee;

Has GRANTED, SOLD AND CONVEYED, and by these presents does GRANT SELL AND CONVEY unto WARD A. PAYNE and wife, PATSY D. PAYNE of P.O. Box 642 in Elgin, Bastrop County, Texas 78621, herein called Grantees, the following described real property, to-wit:

33.699 acres, more or less, out of and a part of the THOMAS CHRISTIAN SURVEY, Abstract No. 20, in Bastrop County, Texas, being out of and a part of that certain 85.50 acre tract of land described in Warranty Deed dated February 1, 1951, executed by M.J. Frenzel and wife, Irene A. Frenzel to Leslie L. Gustafson, recorded in Volume 131, Page 198, Deed Records of Bastrop County, Texas; said 33.699 acre tract being more particularly described by metes and bounds in Exhibit "A" attached hereto and incorporated by reference herein for all purposes ("Property" or "Premises").

TO HAVE AND TO HOLD the above described Premises, together with all and singular the rights and appurtenances thereto in anywise belonging unto Grantees, their heirs, executors, administrators, successors and assigns and Grantor does hereby bind herself, her heirs, executors, administrators, successors and assigns to WARRANT AND FOREVER DEFEND all and singular the Premises unto Grantees, their heirs, executors, administrators, successors and assigns forever, against every person whomsoever lawfully claiming or to claim the same, or any part thereof, subject, however, to any discrepancies, conflicts, or shortages in area or boundary lines, or any encroachments or protrusions, or any overlapping of improvements; rights of parties in possession;

Electric transmission and/or distribution line easement granted to Texas Power & Light Company, recorded in Volume 103, Page 621, Deed Records of Bastrop County, Texas; Easement and right-of-way for an electric distribution line granted to Texas Power & Light Company, recorded in Volume 264, Page 64, Deed Records of Bastrop County, Texas; 10' telecommunication and electric transmission and distribution systems and lines casement granted to Southwestern Bell Telephone Company, recorded in Volume 286, Page 588, Deed Records of Bastrop County, Texas; Easement and right-of-way for an electric distribution line easement granted to Texas Power & Light Company, recorded in Volume 288, Page 227, Deed Records of Bastrop County, Texas; 20' wide water and wastewater easement granted to City of Elgin, Texas, as recorded in Volume 1560, Page 30, Official Records of Bastrop County, Texas; 5' water pipeline easement along the east property line(s), granted to Emil Mogonye, recorded in Volume 302, Page 8, Deed Records of Bastrop County, Texas, and as shown on the survey, prepared by DALE L. OLSON, R.P.L.S. No. 1753, dated September 27, 2005; any unrecorded or prescriptive easement existing or claimed to exist in connection with the electric line(s) crossing the land, as shown on the survey, prepared by DALE L. OLSON, R.P.L.S. No. 1753, dated September 27, 2005; fence insets, as shown on the survey, prepared by DALE L. OLSON, R.P.L.S. No. 1753, dated September 27, 2005; rights of claims of

the adjoining property owners in and to that portion of land lying between the fence line and the property line along the north and northwest property line(s), as shown on the survey, prepared by DALE L. OLSON, R.P.L.S. No. 1753, dated September 27, 2005, taxes for 2005, the payment of which Grantees assume, the same having been prorated to the delivery of this Deed; and subsequent assessments for that and prior years due to change in and usage, ownership, or both, the payment of which Grantees assume.

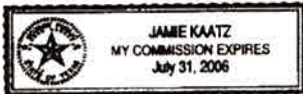
BUT IT IS EXPRESSLY agreed and stipulated that the vendor's lien as well as superior title is retained against the above described property until the indebtedness above mentioned and described as evidenced by the hereinbefore described note, is fully paid according to its face and tenor, effect and reading, when this Deed shall become absolute.

DATED this the 28th day of October, 2005.

Evelyn Prinz Gustafson
Evelyn Prinz Gustafson

STATE OF TEXAS,
COUNTY OF WILLIAMSON.

This instrument was acknowledged before me on this the 28th day of October, 2005, by Evelyn Prinz Gustafson.



Jamie Kaatz
Notary Public in and for
The State of Texas

V1582-P506

DALE L. OLSON

Registered Professional Land Surveyor

711 Water Street

Bastrop, TX 78602

Phone (512) 321-5476 * Fax (512) 303-5476

FIELD NOTES FOR A 33.699 ACRE TRACT IN THE THOMAS CHRISTIAN SURVEY, BASTROP COUNTY, TEXAS

BEING a 33.699 acre tract or parcel of land out of and being a part of the Thomas Christian Survey, A-20, in Bastrop County, Texas, and being a part of that certain 85.5 acre tract described in a deed from M.J. Frenzel and wife, Irene A. Frenzel, to Leslie L. Gustafson, dated February 1, 1951, recorded in Volume 131, Page 198, Bastrop County Deed Records. Herein described tract or parcel of land being more particularly described by metes and bounds as follows:

BEGINNING at a concrete right-of-way marker found at the intersection of the north line of the said 85.5 acre tract, with the curving west or northwest line of State Highway No. 95, the southeast corner of that certain 139.723 acre tract described in a deed from Charles Mogonye, Jr., et al, to Mickey Joe Foster, recorded in Volume 1062, Page 478, Bastrop County Deed Records, for the northwest corner of this tract.

THENCE with the west or northwest line of State Highway No. 95, along a curve to the right whose radius is 2804.79 feet; whose long chord bears S 37 deg. 42 min. 49 sec. W, 608.25 feet; 609.45 feet along the arc to a point at the end of said curve.

THENCE continuing with the west or northwest line of State Highway No. 95, S 43 deg. 52 min. 00 sec. W, 377.19 feet to a 5/8 inch iron rod set for the northeast corner of that certain 5 acre tract described in a deed from Leslie L. Gustafson, et ux, to the Trustees of SPJST Lodge #18, Jan Zinka, Elgin, Texas, recorded in Volume 231, Page 126, Bastrop County Deed Records, for the most easterly southeast corner of this tract.

THENCE with the north line of the SPJST 5 acre tract, N 60 deg. 00 min. 09 sec. W, 584.72 feet to the northwest corner of same, a 5/8 inch iron rod set for an interior corner of this tract.

THENCE with the west line of the SPJST 5 acre tract, S 30 deg. 06 min. 44 sec. W, 408.36 feet to the southwest corner of same, a 1/2 inch iron rod found in the south line of the 85.5 acre tract, the north line of Lot No. 3, Coplin Subdivision, a subdivision as recorded in Plat Cabinet 3, Page 200A, Bastrop County Plat Records, for the most westerly southeast corner of this tract.

THENCE with the south line of the 85.5 acre tract, the north line of Corlin Subdivision and the north line of the Jim V. Mogonye 69.055 acre tract, N 60 deg. 02 min. 43 sec. W, 829.88 feet to a 1/2 inch iron rod found at the southeast corner of that certain 42.505 acre tract described in a deed from Leslie L. Gustafson, et ux, to Ward Payne and wife, Patsy Payne, dated November 2, 1992, recorded in Volume 647, Page 728, Bastrop County Deed Records for the southwest corner of this tract.

THENCE crossing said 85.5 acre tract, with the east line of the Payne 42.505 acre tract, N 27 deg. 34 min. 50 sec. E, 752.76 feet to a 1/2 inch iron rod found; S 64 deg. 30 min. 55 sec. E, 484.12 feet to a 1/2 inch iron rod found; N 79 deg. 10 min. 10 sec. E, 78.22 feet to a 1/2 inch iron rod found; N 41 deg. 03 min. 29 sec. E, 44.70 feet to a 1/2 inch iron rod found; S 64 deg. 04 min. 03 sec. E, 173.80 feet to a 5/8 inch iron rod set; N 27 deg. 34 min. 34 sec. E, 125.23 feet to a 5/8 inch iron rod set; N 65 deg. 44 min. 33 sec. W, 182.94 feet to a 1/2 inch iron rod found; N 23 deg. 32 min. 39 sec. E, 128.75 feet to a 1/2 inch iron rod found; S 61 deg. 01 min. 26 sec. E, 334.68 feet to a 5/8 inch iron rod set; N 30 deg. 20 min. 22 sec. E, 188.99 feet to a 1/2 inch iron rod found; N 61 deg. 05 min. 52 sec. W, 30.07 feet to a 5/8 inch iron rod set; S 30 deg. 22 min. 24 sec. W, 158.84 feet to a 5/8 inch iron rod set; N 61 deg. 02 min. 38 sec. W, 279.44 feet to a 5/8 inch iron rod set; N 30 deg. 29 min. 35 sec. E, 187.81 feet to the northeast corner of same, a 1/2 inch iron rod found in the north line of the 85.5 acre tract and south line of the before mentioned Foster 139.723 acre tract, for the northwest corner of this tract.

THENCE with the north line of the 85.5 acre tract and south line of the Foster 139.723 acre tract, S 61 deg. 28 min. 06 sec. E, 1070.76 feet to the POINT OF BEGINNING, containing 33.699 acres of land.

FILED AND RECORDED
OFFICIAL PUBLIC RECORDS

Rose Pietsch

2005 NOV 07 03:25 PM 200517005

MARYC \$32.00

ROSE PIETSCH, COUNTY CLERK
BASTROP COUNTY, TEXAS

Dale L. Olson

Reg. Pro. Land Surveyor 1753

Michael D. Olson

Reg. Pro. Land Surveyor 5386

©2005 Dale L. Olson Surveying Co.

Order #: 134905

Date Created: 09/27/05

Exhibit A

After recording, please return to:

City of Elgin
City Manager
PO Box 591
Elgin, Texas 78621

STATE OF TEXAS
COUNTY OF BASTROP

§ ANNEXATION DEVELOPMENT
§ AGREEMENT WITH
§ JIM V & KATHERINE L MOGONYE
REVOCABLE LIVING TRUST &
JIM MOGONYE BYPASS TRUST

This is an ANNEXATION DEVELOPMENT AGREEMENT by and between THE CITY OF ELGIN, TEXAS ("City") and Jim V & Katherine L Mogonye Revocable Living Trust & Jim Mogonye Bypass Trust ("Owner", whether one or more).

WHEREAS, Owner is owner of that certain 66.936 acre tract of land more particularly described in Exhibit "A", attached hereto (the "Property"), and;

WHEREAS, the City intends to annex the property, and;

WHEREAS, pursuant to Sections 43.035 and 212.172 of the Texas Local Government Code, the City and the Owner desire to enter into this Annexation Development Agreement (the "Agreement"); and

WHEREAS, the Owner and the City acknowledge that this agreement is binding upon the City and the Owner and their respective successors and assigns, and;

WHEREAS, this Development Agreement is to be recorded in the Official Records of Bastrop County, Texas

NOW THEREFORE, for and in consideration of the promises and the mutual agreements set forth herein, the City and Owner hereby agree as follows:

A. PURPOSE

The purpose of this Agreement is to comply with all requirements of Sections 43.035 and 212.172 of the Texas Local Government Code pertaining to the annexation of property into the Elgin city limits (or extraterritorial jurisdiction).

B. GENERAL TERMS AND CONDITIONS

1. Both parties agree that in consideration of the mutual promises stated herein, that the Property will not be annexed by the City of Elgin so long as 1) the Property continues to receive an agricultural exemption from the Bastrop County Central Appraisal District, except for existing single-family residential use, and 2) no action is taken by the Owner or his assigns to file a subdivision plat or any related development document regarding the Property. If one or more of the above circumstances occur, the City is authorized to commence proceedings to annex all or some of the Property.

2. As consideration for the City foregoing annexation proceedings as described above, the Owner hereby authorizes the City to enforce all regulations and planning authority

of the City, except for any regulations which interfere with Owner's use of the Property for agricultural purposes, wildlife management or timber production.

3. The Owner agrees that the City's AG- Agricultural zoning requirements apply to the Property, and that the Property shall only be used for AG zoning uses. The Owner may continue activities related to AG use, such as firearm use, burning of debris, so long as said activities are related to the AG use.

4. The Owner acknowledges that if Owner or any successor or assign violates any condition of this Agreement, then in addition to the City's other remedies, such act will constitute a petition for voluntary annexation by the Owner, and the Property will be subject to annexation at the direction of the Council. The Owner and any successors or assigns agrees that such annexation shall be voluntary and the Owner hereby consents to such annexation as though a petition for such annexation had been tendered by the Owner, his successors or assigns.

5. Both parties agree that upon annexation of the Property by the City, the City shall, within 30 days of the effective date of the annexation, initiate an initial zoning of the Property conforming to the land use designation for the Property as shown on the most recent amendment of City's Comprehensive Plan.

C. MISCELLANEOUS PROVISIONS

1. Actions Performable. The City and the Owner agree that all actions to be performed under this Agreement are performable in Bastrop County, Texas.

2. Governing Law. The City and Owner agree that this Agreement has been made under the laws of the State of Texas in effect on this date, and that any interpretation of this Agreement at a future date shall be made under the laws of the State of Texas.

3. Severability. If a provision hereof shall be finally declared void or illegal by any court or administrative agency having jurisdiction, the entire Agreement shall not be void; but the remaining provisions shall continue in effect as nearly as possible in accordance with the original intent of the parties.

4. Complete Agreement. This Agreement represents a complete agreement of the parties and supersedes all prior written and oral matters related to this agreement. Any amendment to this Agreement must be in writing and signed by all parties. This Agreement runs with the land and shall bind the Property for a term of fifteen years, unless amended by the parties.

5. Exhibits. All exhibits attached to this Agreement are incorporated by reference and expressly made part of this Agreement as if copied verbatim.

6. Notice. All notices, requests or other communications required or permitted by this Agreement shall be in writing and shall be sent by (i) telecopy, with the original delivered by hand or overnight carrier, (ii) by overnight courier or hand delivery, or (iii)

certified mail, postage prepaid, return receipt requested, and addressed to the parties at the following addresses:

City of Elgin
City Manager
PO Box 591
Elgin, Texas 78621
Bastrop County

Property Owner:

Jim V & Katherine L Mogonye
Revocable Living Trust &
Jim Mogonye Bypass Trust
139 Blisard Rd
Elgin, TX 78621

Telephone Number

7. Force Majeure. Owner and the City agree that the obligations of each party shall be subject to force majeure events such as natural calamity, fire or strike or inclement weather.
8. Conveyance of Property. Any person who sells or conveys any portion of the Property shall, prior to such sale or conveyance, give written notice of this Agreement to the prospective purchaser or grantee, and shall give written notice of the sale or conveyance to the City.
9. Continuity. This Agreement shall run with the Property and be binding on all successors and grantees of Owner.
10. Survival after Termination. This Agreement shall survive termination to the extent necessary to allow the City to implement the provisions of Section 4, above.
11. Signature Warranty Clause. The signatories to this Agreement represent and warrant that they have the authority to execute this Agreement on behalf of the City and Owner, respectively.

[Signature Page Follows]

SIGNED as of this _____ day of _____, 20____.

CITY OF ELGIN, TEXAS

Kerry Lacy
City Manager, City of Elgin, Texas

THE STATE OF TEXAS }

COUNTY OF BASTROP }

This instrument was acknowledged before me on the _____ day of _____, 20____,
by Kerry Lacy, City Manager, City of Elgin, Texas.

Notary Public, State of Texas

OWNER

Paul Douglas Mogonye
Paul Douglas Mogonye, Co-Trustee
Amy Mogonye Darsey
Amy Mogonye Darsey, Co-Trustee

THE STATE OF TEXAS }

COUNTY OF BASTROP }

This instrument was acknowledged before me on the 2nd day of November, 2015,
by Amy Mogonye Darsey and Paul Douglas Mogonye
TRUSTEES



Stephanie Wood
Notary Public, State of Texas

DEED
201410215
3 PGS

PID 62896

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

TRUSTEE'S DEED

STATE OF TEXAS §
COUNTY OF BASTROP §

Effective Date: August 19, 2014

Grantor: Amy Mogonye Darsey, a.k.a. Amy Lee Darsey, and Paul Douglas Mogonye, as Co-Trustees of the Jim V. Mogonye and Katherine Louise Mogonye Revocable Living Trust dated November 24, 1997 and any amendments thereto.

Grantor's Mailing Address (including county):

139 Blisard Road, Elgin, Bastrop County, Texas 78621

Grantee: Amy Mogonye Darsey, a.k.a. Amy Lee Darsey, and Paul Douglas Mogonye, as Co-Trustees of the Jim Mogonye Bypass Trust

Grantee's Mailing Address (including county):

139 Blisard Road, Elgin, Bastrop County, Texas 78621

Consideration: For the purpose of making a distribution out of the Jim V. Mogonye and Katherine Louise Mogonye Revocable Living Trust dated November 24, 1997 and any amendments thereto

Property (including any improvements): An undivided one-half interest in and to Grantor's interest in and to the following described real property and premises situated in Bastrop County, Texas, to-wit:

Being a 69.055 acre tract or parcel of land out of and being a part of the THOMAS CHRISTIAN SURVEY in Bastrop County, Texas and being all of that certain 34.07 acre tract described in a deed from H. H. Hanson and wife Alma Hanson to Jim V. Mogonye and wife, Katherine Mogonye dated September 27, 1949 recorded in Volume 126, Page 442, Bastrop County Deed Records; and being part of that certain 40 acre tract described in a deed from Fred Hilscher and wife, Lena Hilscher to Jim V. Mogonye dated April 30, 1949 recorded in Volume 126, Page 103, Bastrop County Deed Records.

Exceptions to Conveyance:

This conveyance is expressly made and accepted subject to all matters on the ground that a true and correct survey would reveal and all valid and subsisting easements, restrictions, reservations, covenants, conditions and other matters relating to the Property to the extent that the same are valid and enforceable and affect the Property, as same are shown by instruments filed for record in the office of the County Clerk of Bastrop County, Texas.

Grantor, for the Consideration and subject to the Exceptions to Conveyance, GRANTS and CONVEYS to Grantee the Property, together with all and singular the rights and appurtenances thereto in any wise belonging, to have and hold it to Grantee, Grantee's heirs successors and assigns forever.

For the same Consideration recited above, Grantor hereby bargains and transfers, without warranty, express or implied, all interests, if any, of Grantor in any land lying in or under the bed of any street, alley, road or right-of-way open or proposed on, abutting or immediately adjacent to the Property.

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

Prepared in the law office of Bennett Flaherty PLLC from the information furnished by the parties. No examination has been made and no opinion has been provided by the attorney preparing this instrument as to the title to or the description of the property involved.

EXECUTED to be effective as of the date first written above.

Paul Douglas Mogonye

Paul Douglas Mogonye, Co-Trustee of the Jim V. Mogonye and Katherine Louise Mogonye Revocable Living Trust dated November 24, 1997 and any amendments thereto.

Amy Mogonye Darsey

Amy Mogonye Darsey, Co-Trustee of the Jim V. Mogonye and Katherine Louise Mogonye Revocable Living Trust dated November 24, 1997 and any amendments thereto.

STATE OF TEXAS §
COUNTY OF Bastrop §

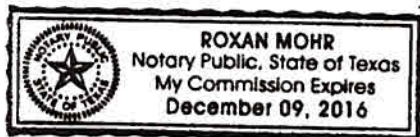
This instrument was acknowledged before me on August 19, 2014 by Paul Douglas Mogonye, as Co-Trustee of the Jim V. Mogonye and Katherine Louise Mogonye Revocable Living Trust dated November 24, 1997 and any amendments thereto.



Stephanie Wood
Notary Public, State of Texas

STATE OF TEXAS §
COUNTY OF Gillespie §

This instrument was acknowledged before me on July 31, 2014 by Amy Mogonye Darsey, as Co-Trustee of the Jim V. Mogonye and Katherine Louise Mogonye Revocable Living Trust dated November 24, 1997 and any amendments thereto.



Roxan Mohr
Notary Public, State of Texas

AFTER RECORDING RETURN TO:

Gabriel G. Gallas
BENNETT FLAHERTY PLLC
7800 N. Mopac, Suite 200
Austin, Texas 78759

FILED AND RECORDED
OFFICIAL PUBLIC RECORDS

Rose Pietsch

August 25, 2014 09:42:19 AM
MARYC FEE: \$24.00 BOOK: 2343 PAGE: 362-364
ROSE PIETSCH, County Clerk
Bastrop, Texas
201410215

DEED

EXHIBIT "A"

Filed for record at 8 o'clock A. M. June 7th, A. D. 1949, and recorded at 10:30 o'clock A. M. June 7th, A. D. 1949.

Tignal Jones, C.C.C.B.Co.,

By Amie Lee Chapman, Deputy.

The State of Texas, *
County of Bastrop. * KNOW-ALL-MEN BY THESE PRESENTS: *****

That we, Fred Hilscher and wife, Lena Hilscher, of the County of Bastrop and State of Texas, for and in consideration of the sum of Six Thousand Dollars (\$6000.00) to us paid and to be paid by Jim V. Mogonye as follows:

The sum of \$1000.00 in cash, the receipt of which is hereby acknowledged and the balance of \$5000.00 evidenced by ten promissory purchase money notes for the sum of \$500.00 each, bearing even date herewith, executed by the said Jim V. Mogonye, and due and payable to W. R. Gillum or order at Elgin, Texas, in consecutive order, one each year the 30th day of April, beginning April 30, 1950 and continuing until said notes are fully paid, with interest thereon from date until paid at the rate of 5% per annum, all interest payable annually, providing that failure to pay any one of said notes or any installment of said interest, when due, or failure to keep the premises securing such notes fully insured against loss by fire and/or storm in favor of the holder of such note as his interest may appear, or failure to pay all taxes on said premises as same accrue permitting no delinquency shall mature said notes at the option of the holder thereof, together with the usual 10% additional on the amount, then owing, as attorney's fees in case of collection by an attorney, or by law, or through the probate court,

have Granted, Sold, and Conveyed and by these presents do Grant, Bargain, Sell, and Convey unto the said Jim V. Mogonye of the County of Bastrop and State of Texas, all that certain tract or parcel of land, a part of the Thomas Christian original survey in Bastrop County, Texas described in two adjacent tracts described as follows:

TRACT NO. ONE (1): Fifty (50) acres of land, more or less, in Bastrop County, Texas, a part of the Thomas Christian Headright League in Bastrop County, Texas, out of the Phelps tract and described by metes and bounds as follows:

BEGINNING at the Southeast corner of this tract on the West line of the R. Roemer tract, stake for corner; THENCE North 30 degrees East with said Roemer and continuing to stake at 369 varas; THENCE North 60 degrees West 765 varas, stake for corner; THENCE South 30 degrees West 369 varas to the Northline of the Standifer tract; THENCE South 60 degrees East 765 varas with the Standifer line and possibly with the Weigle line to the place of beginning, containing 50 acres of land, more or less, together with all improvements thereon.

TRACT NO. TWO (2): Twelve (12) acres of land, in Bastrop County, Texas, a part of the Thomas Christian Headright League in Bastrop County, Texas, out of the Phelps tract and described by metes and bounds as follows:

BEGINNING at the Northeast corner of a tract belonging to R. Roemer on the West side of the M. K. & T. Railroad; THENCE North 60 degrees West 562 varas with the North line of said Roemer to his Northwest corner; THENCE North 30 degrees East 118 varas to corner in the fence line; THENCE South 60 degrees East 457 varas to the West line of the M. K. & T. right of way; THENCE South at about 8 degrees East 250 varas to the place of beginning, containing 12 acres of land, more or less, together with all improvements thereon, and being the same 12 acres of land conveyed to H. B. Hanson by J. C. Hanson and wife, by deed dated January 30, 1919, recorded in Book No. 66, pages 22 and 23 of the Deed Records of Bastrop County, Texas, and being the same property fully described in a Deed of Trust dated the 5th day of July 1929, executed by H. B. Hanson and wife, Nettie Hanson, to Geo. W. Walling, Trustee, recorded in Volume No. 20, Pages 2 to 5 inclusive of the Deed of Trust records of Bastrop County, Texas, to all of which reference is here made for all

purposes.

Said two tracts of land being the same land conveyed to Arthur H. Schroeder by Mrs. LuEmma Sykes by deed of date May 25, 1935 recorded in Volume 95, pages 99-100 of the Deed Records of Bastrop County, Texas, to which deed and the said record thereof reference is here made for further descriptions of said lands.

LESS, however, and not included in the above conveyance all that portion of said 62 acres of land East of the West margin of Highway #95 Cut-off which passes through the same.

This conveyance includes approximately 40 acres of said 62 acre tract.

The above and foregoing is the same lands and premises conveyed to Fred Hilscher by Arthur H. Schroeder and wife, Bertha Schroeder, by deed of date February 7, 1944, recorded in Volume 11, pages 79 to 81 of the Deed Records of Bastrop County, Texas, to which deed and the said record thereof reference is here made for further description, and for all purposes.

TO HAVE AND TO HOLD the above described premises, together with all and singular the rights and appurtenances thereto in anywise belonging unto the said Jim V. Mogonye, and his heirs and assigns forever.

And we do hereby bind ourselves, our heirs, executors, and administrators to Warrant and Forever Defend, all and singular, the said premises unto the said Jim V. Mogonye and his heirs and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof.

But it is expressly agreed and stipulated that the Superior Title and Vendor's Lien is here now retained against the above described property, until the above described notes are fully paid according to their terms and conditions, when this Deed shall become absolute, and said lien released at the cost and expense of Grantee.

For and in consideration of the sum of \$5000.00 cash to us in hand paid by W. R. Gillum, the receipt of which is hereby acknowledged we have caused the purchase money notes above described to be made payable to the said W. R. Gillum or order and have and do hereby Grant, Sell, Convey, and Assign to the said W. R. Gillum of the County of Bastrop and State of Texas, the Superior Title and Vendor's Lien in and to the lands and premises above conveyed as hereinabove retained. TO HAVE AND TO HOLD said Lien, Equity, and Security in and to said lands and premises unto the said W. R. Gillum and his heirs and assigns, forever to secure said purchase money indebtedness, SUBJECT to the right of the Grantee herein to pay off and discharge the same, and receive a release from said encumbrance by paying the expenses incident thereto.

The purchaser agrees to pay the 1949 tax.

WITNESS our hands at Elgin, Texas, on this the 30th day of April 1949.

U. S. Revenue Stamps \$6.60
Cancelled.

Fred Hilscher
Lena Hilscher

The State of Texas, *
County of Bastrop. * BEFORE ME, the undersigned authority, a Notary Public in and for said county and state, on this day personally appeared Fred Hilscher and wife, Lena Hilscher, known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they, each, executed the same for the purposes and the consideration therein expressed.

And the said Lena Hilscher, wife of the said Fred Hilscher having been examined by me privily and apart from her husband, and having the same fully explained to her, she, the said Lena Hilscher, acknowledged such instrument to be her act and deed, and declared that she had willingly signed the same for the purposes and the consideration therein expressed, and that she did not wish to retract it.

GIVEN under my hand and seal of office at Elgin, Texas, on this the 30th day of April 1949.

(Seal) #13916
124

C. W. Webb, Notary Public in and for
Bastrop County, Texas.

Filed for record at 11 o'clock A. M. June 7th, A. D. 1949, and recorded at 9 o'clock A.M.
June 8th, A. D. 1949.

Tignal Jones, C.C.C.B.Co.,

By Ann Lee Alexander, Deputy.

The State of Texas, *
County of Bastrop. *

KNOW ALL MEN BY THESE PRESENTS:

THAT I, Arthur H. Schroeder, of the County of Bastrop and State of Texas, being the original payee and legal owner and holder thereof, when paid, have and by these presents do acknowledge full and final payment by Fred Hilscher of those certain seven (7) promissory notes for the total sum of \$2,550.00 described in deed of conveyance from Arthur H. Schroeder and wife, Bertha Schroeder, to Fred Hilscher of date February 7, 1944, recorded in Volume 113, pages 79 to 81 of the Deed Records of Bastrop County, Texas, to all of which reference is here made; and

have and do hereby RELEASE the 40-acres of land, a part of the Thomas Christian League in Bastrop County, Texas, to Fred Hilscher, described in the above mentioned deed, from the lien retained therein to secure the payment of the above described note. TO HAVE AND TO HOLD said land and premises unto the said Fred Hilscher and his heirs and assigns forever, free from said encumbrance.

WITNESS my hand at Elgin, Texas, on this the 3rd day of May, 1949.

Arthur H. Schroeder

The State of Texas, *
County of Bastrop. *

BEFORE ME, the undersigned authority, a Notary Public in and for said county and state, on this day personally appeared Arthur H. Schroeder, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN under my hand and seal of office at Elgin, Texas, on this the 2 day of June, 1949.

(Seal) #10940
148

C. W. Webb, Notary Public in and for
Bastrop County, Texas.

Filed for record at 11 o'clock A. M. June 7th, A. D. 1949, and recorded at 9:30 o'clock A. M.
June 8th, A. D. 1949.

Tignal Jones, C.C.C.B.Co.,

By Ann Lee Alexander, Deputy.

The State of Texas, *
County of Bastrop. *

KNOW ALL MEN BY THESE PRESENTS:

That we, A. J. Rankin and wife, Bessie Rankin, of the County of Bastrop and State of Texas, for and in consideration of the sum of Four Thousand Dollars (\$4000.00) cash to us in hand paid by Fred Hilscher, the receipt of all of which is hereby acknowledged, have Granted, Sold, and Conveyed and by these presents do Grant, Sell, and Convey unto the said Fred Hilscher of the County of Bastrop and State of Texas, all those certain lots or parcels of land situated and being in Puckett Addition, Thomas Christian League in the town of

After recording, please return to:

City of Elgin
City Manager
PO Box 591
Elgin, Texas 78621

§ ANNEXATION DEVELOPMENT
§ AGREEMENT WITH
§ RUSSELL FRANKLIN BOYD

WHEREAS, Owner is owner of that certain 24.41 acre tract of land more particularly described in Exhibit "A", attached hereto (the "Property"), and;

WHEREAS, pursuant to Sections 43.035 and 212.172 of the Texas Local Government Code, the City and the Owner desire to enter into this Annexation Development Agreement (the "Agreement"); and

WHEREAS, this Development Agreement is to be recorded in the Official Records of Bastrop/Travis County, Texas

A. PURPOSE

B. GENERAL TERMS AND CONDITIONS

- TRACT A

3. The Owner agrees that the City's AG- Agricultural zoning requirements apply to the Property, and that the Property shall only be used for AG zoning uses. The Owner may continue activities related to AG use, such as firearm use, burning of debris, so long as said activities are related to the AG use.

4. The Owner acknowledges that if Owner or any successor or assign violates any condition of this Agreement, then in addition to the City's other remedies, such act will constitute a petition for voluntary annexation by the Owner, and the Property will be subject to annexation at the direction of the Council. The Owner and any successors or assigns agrees that such annexation shall be voluntary and the Owner hereby consents to such annexation as though a petition for such annexation had been tendered by the Owner, his successors or assigns.

5. Both parties agree that upon annexation of the Property by the City, the City shall, within 30 days of the effective date of the annexation, initiate an initial zoning of the Property conforming to the land use designation for the Property as shown on the most recent amendment of City's Comprehensive Plan.

C. MISCELLANEOUS PROVISIONS

1. Actions Performable. The City and the Owner agree that all actions to be performed under this Agreement are performable in Bastrop/Travis County, Texas.

2. Governing Law. The City and Owner agree that this Agreement has been made under the laws of the State of Texas in effect on this date, and that any interpretation of this Agreement at a future date shall be made under the laws of the State of Texas.

3. Severability. If a provision hereof shall be finally declared void or illegal by any court or administrative agency having jurisdiction, the entire Agreement shall not be void; but the remaining provisions shall continue in effect as nearly as possible in accordance with the original intent of the parties.

4. Complete Agreement. This Agreement represents a complete agreement of the parties and supersedes all prior written and oral matters related to this agreement. Any amendment to this Agreement must be in writing and signed by all parties. This Agreement runs with the land and shall bind the Property for a term of fifteen years, unless amended by the parties.

5. Exhibits. All exhibits attached to this Agreement are incorporated by reference and expressly made part of this Agreement as if copied verbatim.

6. Notice. All notices, requests or other communications required or permitted by this Agreement shall be in writing and shall be sent by (i) telecopy, with the original delivered by hand or overnight carrier, (ii) by overnight courier or hand delivery, or (iii) certified mail, postage prepaid, return receipt requested, and addressed to the parties at the following addresses:

City of Elgin
Kerry Lacy
City Manager
PO Box 591
Elgin, Texas 78621
Bastrop County

Property Owner:

Russell Franklin Boyd
11508 Church Canyon Dr.
Austin, TX 78754-5902

Telephone Number

7. Force Majeure. Owner and the City agree that the obligations of each party shall be subject to force majeure events such as natural calamity, fire or strike or inclement weather.
8. Conveyance of Property. Any person who sells or conveys any portion of the Property shall, prior to such sale or conveyance, give written notice of this Agreement to the prospective purchaser or grantee, and shall give written notice of the sale or conveyance to the City.
9. Continuity. This Agreement shall run with the Property and be binding on all successors and grantees of Owner.
10. Survival after Termination. This Agreement shall survive termination to the extent necessary to allow the City to implement the provisions of Section 4, above.
11. Signature Warranty Clause. The signatories to this Agreement represent and warrant that they have the authority to execute this Agreement on behalf of the City and Owner, respectively.

[Signature Page Follows]

SIGNED as of this _____ day of _____, 20__.

CITY OF ELGIN, TEXAS

Kerry Lacy
City Manager, City of Elgin, Texas

THE STATE OF TEXAS }

COUNTY OF BASTROP }

This instrument was acknowledged before me on the _____ day of _____, 20__,
by Kerry Lacy, City Manager, City of Elgin, Texas.

Notary Public, State of Texas

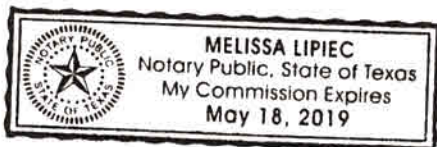
OWNER


Russell Franklin Boyd

THE STATE OF TEXAS }

COUNTY OF BASTROP }

This instrument was acknowledged before me on the 27th day of October, 2015,
by Russell Franklin Boyd, Owner.



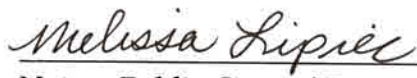

Notary Public, State of Texas

EXHIBIT "A"

PID # R69715

I VOL 725 PAGE 633

OFFICIAL RECORDS

8059

GENERAL WARRANTY DEED

Date: September 30, 1994

Grantor: Sandra Boyd Norris

Grantor's Mailing Address: 1863 58th Street N.E., Tacoma, Washington 98422

Grantee: Russell Franklin Boyd

Grantee's Mailing Address: 5308 Beckett Circle, Austin, Texas 78749

Consideration:

(1) Cash and other good and valuable consideration.

Property (including any improvements):

Being part of the Thomas Christian Survey Number 26 in Travis and Bastrop Counties, Texas, being part of that certain 50 acre tract of land described in a deed to Carl T. Larsberg and wife, Lucille A. Larsberg recorded in Volume 118, Page 406 of the Bastrop County Deed Records, said tract of land containing approximately 5.77 acres of land within Travis County and 18.64 acres of land in Bastrop County, and being more particularly described in Exhibit "A" attached hereto and incorporated herein for all purposes.

Exceptions To Conveyance:

Easements, rights-of-way, and prescriptive rights, whether of record or not; all presently recorded restrictions, reservations, covenants, conditions, oil and gas leases, mineral severances, and other instruments, other than liens and conveyances, that affect the property; all zoning laws, regulations and ordinances of municipal and other governmental authorities affecting the property; rights of adjoining owners in any walls and fences situated on a common boundary; any discrepancies, conflicts, or shortages in area or boundary lines; any encroachments or overlapping of improvements; and taxes for the current year, the payment of which Grantee assumes.

Warranty Of Title:

Grantor, for the consideration and subject to the reservations from and exceptions to conveyance and warranty, grants, sells, and conveys to Grantee the property, together with all and singular the rights and appurtenances thereto in any wise belonging, to have and hold it to Grantee,

Document Location: f:\users\andrea\09-08-93.sh

1

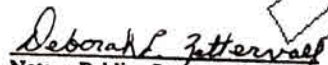
Grantee's heirs, executors, administrators, successors or assigns forever. Grantor binds Grantor and Grantor's heirs, executors, administrators, successors and assigns to warrant and forever defend all and singular the property to Grantee, Grantee's heirs, executors, administrators, successors and assigns against every person lawfully claiming or who may lawfully claim the property or any part of or interest in the property, except as to the reservations from and exceptions to conveyance and warranty.


Sandra Boyd Norris

State of Washington

County of Pierce

This instrument was acknowledged before me on 30th day of September, 1994, by Sandra Boyd Norris.

 (Deborah A. Zettervall)
Notary Public, State of Washington
Prepared By:
Hancock & Piedfort
Attorneys at Law
File No: 94-68438dh

AFTER RECORDING RETURN TO:

NOTARY SEAL

Russell Boyd
5308 Beckett Circle
Austin, Texas 78749

EXHIBIT "A"

BEING part of the Thomas Christian Survey Number 26 in Travis and Bastrop Counties, Being part of that certain 50 acre tract of land described in a deed to Carl T. Larsberg and wife, Lucille A. Larsberg recorded in Volume 118, Page 406 of the Bastrop County Deed Records, said tract of land containing approximately 5.77 acres of land within Travis County and 18.64 acres of land in Bastrop County and being more particularly described by meter and bounds as follows:

BEGINNING at a 1/2" rebar found in the southeast r.o.w. line of County Line Road at the most westerly corner of the above described 50 acre tract of land, said point being also the most northerly corner of that certain 2.40 acre tract of land described in a deed to Robert G. Nelson and wife, recorded in Volume 4999, Page 1313 of the Travis County Deed Records, for the most westerly corner and the PLACE OF BEGINNING hereof;

THENCE with the southeast r.o.w. line of County Line Road, North 30 deg. 19 min. 09 sec. East 529.34 feet to a 1/2" rebar set for the most northerly corner hereof, from which point a 1/2" rebar found in the southeast r.o.w. line of County Line Road at the most westerly corner of that certain 3.263 acre remainder of an original 250 acre tract of land described in a deed to Carlson recorded in Volume 4232, Page 1960 of the Travis County Deed Records, said point being also the most northerly corner of the above described Larsberg 50 acre tract of land bears North 30 deg. 19 min. 09 sec. East 528.34 feet;

THENCE South 60 deg. 05 min. 26 sec. East 2005.39 feet to a 1/2" rebar set for the most easterly corner hereof, from which point a 1/2" rebar set in an old fence line at the most easterly corner of said Larsberg 50 acre tract of land bears North 30 deg. 00 min. East 529.24 feet;

THENCE South 30 deg. 00 min. West 531.50 feet to a 1/2" rebar set in a fence line at the most southerly corner of said Larsberg 50 acre tract of land, for the most southerly corner hereof, from which point a 3/4" rectangular iron rod found at a corner fence post bears South 61 deg. 05 min. 59 sec. East 300.48 feet;

THENCE with the southwest line of said Larsberg tract of land, as fenced, North 60 deg. 00 min. West 2008.33 feet to the PLACE OF BEGINNING and containing 24.41 acres of land, more or less. Surveyed by Ralph Harris Surveyor Inc., R.P.L.S. # 1729, March 23, 1990.

COUNTY CLERK'S MEMO
PORTIONS OF THIS
DOCUMENT NOT
REPRODUCIBLE
WHEN RECORDED

FILED OCT 7 1884

2:25 P M

Shirley Hillhouse

COUNTY CLERK
BASTROP COUNTY, TEXAS

STATE OF TEXAS COUNTY OF BASTROP
I hereby certify that this instrument
was FILED on the date and time stamped
hereon by me; and was duly RECORDED, in
the Volume and Page of the named
RECORDS of Bastrop County, Texas, as
Stamped hereon by me on



OCT 19 1884

Shirley Hillhouse

COUNTY CLERK
BASTROP COUNTY, TEXAS

1500 Russell Boyd
5308 Bessie Circle
Austin, Tex 78749

RECORDED
COMPARED

After recording, please return to:

City of Elgin
Kerry Lacy
City Manager
PO Box 591
Elgin, Texas 78621

STATE OF TEXAS

COUNTIES OF TRAVIS & BASTROP

§ ANNEXATION DEVELOPMENT
§ AGREEMENT WITH
§ RUSSELL FRANKLIN BOYD

This is an ANNEXATION DEVELOPMENT AGREEMENT by and between THE CITY OF ELGIN, TEXAS ("City") and Russell Franklin Boyd ("Owner", whether one or more).

WHEREAS, Owner is owner of that certain 24.41 acre tract of land more particularly described in Exhibit "A", attached hereto (the "Property"), and;

WHEREAS, the City intends to annex the property, and;

WHEREAS, pursuant to Sections 43.035 and 212.172 of the Texas Local Government Code, the City and the Owner desire to enter into this Annexation Development Agreement (the "Agreement"); and

WHEREAS, the Owner and the City acknowledge that this agreement is binding upon the City and the Owner and their respective successors and assigns, and;

WHEREAS, this Development Agreement is to be recorded in the Official Records of Bastrop/Travis County, Texas

NOW THEREFORE, for and in consideration of the promises and the mutual agreements set forth herein, the City and Owner hereby agree as follows:

A. PURPOSE

The purpose of this Agreement is to comply with all requirements of Sections 43.035 and 212.172 of the Texas Local Government Code pertaining to the annexation of property into the Elgin city limits (or extraterritorial jurisdiction).

B. GENERAL TERMS AND CONDITIONS

1. Both parties agree that in consideration of the mutual promises stated herein, that the Property will not be annexed by the City of Elgin so long as 1) the Property continues to receive an agricultural exemption from the Bastrop/Travis County Central Appraisal District, except for existing single-family residential use, and 2) no action is taken by the Owner or his assigns to file a subdivision plat or any related development document regarding the Property. If one or more of the above circumstances occur, the City is authorized to commence proceedings to annex all or some of the Property.
2. As consideration for the City foregoing annexation proceedings as described above, the Owner hereby authorizes the City to enforce all regulations and planning authority of the City, except for any regulations which interfere with Owner's use of the Property for agricultural purposes, wildlife management or timber production.

TRACT
B

3. The Owner agrees that the City's AG- Agricultural zoning requirements apply to the Property, and that the Property shall only be used for AG zoning uses. The Owner may continue activities related to AG use, such as firearm use, burning of debris, so long as said activities are related to the AG use.

4. The Owner acknowledges that if Owner or any successor or assign violates any condition of this Agreement, then in addition to the City's other remedies, such act will constitute a petition for voluntary annexation by the Owner, and the Property will be subject to annexation at the direction of the Council. The Owner and any successors or assigns agrees that such annexation shall be voluntary and the Owner hereby consents to such annexation as though a petition for such annexation had been tendered by the Owner, his successors or assigns.

5. Both parties agree that upon annexation of the Property by the City, the City shall, within 30 days of the effective date of the annexation, initiate an initial zoning of the Property conforming to the land use designation for the Property as shown on the most recent amendment of City's Comprehensive Plan.

C. MISCELLANEOUS PROVISIONS

1. Actions Performable. The City and the Owner agree that all actions to be performed under this Agreement are performable in Bastrop/Travis County, Texas.

2. Governing Law. The City and Owner agree that this Agreement has been made under the laws of the State of Texas in effect on this date, and that any interpretation of this Agreement at a future date shall be made under the laws of the State of Texas.

3. Severability. If a provision hereof shall be finally declared void or illegal by any court or administrative agency having jurisdiction, the entire Agreement shall not be void; but the remaining provisions shall continue in effect as nearly as possible in accordance with the original intent of the parties.

4. Complete Agreement. This Agreement represents a complete agreement of the parties and supersedes all prior written and oral matters related to this agreement. Any amendment to this Agreement must be in writing and signed by all parties. This Agreement runs with the land and shall bind the Property for a term of fifteen years, unless amended by the parties.

5. Exhibits. All exhibits attached to this Agreement are incorporated by reference and expressly made part of this Agreement as if copied verbatim.

6. Notice. All notices, requests or other communications required or permitted by this Agreement shall be in writing and shall be sent by (i) telecopy, with the original delivered by hand or overnight carrier, (ii) by overnight courier or hand delivery, or (iii) certified mail, postage prepaid, return receipt requested, and addressed to the parties at the following addresses:

City of Elgin
Kerry Lacy
City Manager
PO Box 591
Elgin, Texas 78621
Bastrop County

Property Owner:

Russell Franklin Boyd
11508 Church Canyon Dr.
Austin, TX 78754-5902

Telephone Number

7. Force Majeure. Owner and the City agree that the obligations of each party shall be subject to force majeure events such as natural calamity, fire or strike or inclement weather.
8. Conveyance of Property. Any person who sells or conveys any portion of the Property shall, prior to such sale or conveyance, give written notice of this Agreement to the prospective purchaser or grantee, and shall give written notice of the sale or conveyance to the City.
9. Continuity. This Agreement shall run with the Property and be binding on all successors and grantees of Owner.
10. Survival after Termination. This Agreement shall survive termination to the extent necessary to allow the City to implement the provisions of Section 4, above.
11. Signature Warranty Clause. The signatories to this Agreement represent and warrant that they have the authority to execute this Agreement on behalf of the City and Owner, respectively.

[Signature Page Follows]

SIGNED as of this _____ day of _____, 20__.

CITY OF ELGIN, TEXAS

Kerry Lacy
City Manager, City of Elgin, Texas

THE STATE OF TEXAS }

COUNTY OF BASTROP }

This instrument was acknowledged before me on the _____ day of _____, 20__,
by Kerry Lacy, City Manager, City of Elgin, Texas.

Notary Public, State of Texas

OWNER

Russell Franklin Boyd
Russell Franklin Boyd

THE STATE OF TEXAS }

COUNTY OF BASTROP }

This instrument was acknowledged before me on the 27th day of October, 2015
by Russell Franklin Boyd, Owner.



Melissa Lipiec
Notary Public, State of Texas

EXHIBIT "A"

DOC. NO.

90028538

FILM CODE

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gpm

PID 358761

PARTITION DEED

THE STATE OF TEXAS

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COUNTIES OF TRAVIS & BASTROP S

KNOW ALL MEN BY THESE PRESENTS: 900285.38-DOCS

99.99-CHEK

THAT WHEREAS, the undersigned Grantors and Grantees have and hold in common that certain 50 acres of land, more or less, situated in the Thomas Christian Survey Number 26 in Travis and Bastrop Counties, Texas, being all that certain 50 acres of land, more or less, described in deed from August Swenson, also known as August Albert Swenson and wife, Augusta Swenson to Carl T. Larsberg and wife, Lucille A. Larsberg, recorded in Volume 118 at Page 406 of the Deed Records of Bastrop County, Texas, and wish to partition the same among themselves;

THAT I, RUSSELL FRANKLIN BOYD, for an in consideration of the covenants contained in and the conveyance made in this instrument, have GRANTED, CONFIRMED and CONVEYED, and by these presents do GRANT, CONFIRM and CONVEY to SANDRA BOYD NORRIS, whose address is 1863 58th NE, Tacoma, Washington, 98422, all of RUSSELL FRANKLIN BOYD'S right, title and interest in and to the following described property:

TRACT A:

BEING part of the Thomas Christian Survey Number 26 in Travis and Bastrop Counties, Being part of that certain 50 acre tract of land described in a deed to Carl T. Larsberg and wife, Lucille A. Larsberg recorded in Volume 118, Page 406 of the Bastrop County Deed Records, said tract of land containing approximately 5.77 acres of land within Travis County and 18.64 acres of land in Bastrop County and being more particularly described by metes and bounds as follows:

BEGINNING at a 1/2" rebar found in the southeast r.o.w. line of County Line Road at the most westerly corner of the above described 50 acre tract of land, said point being also the most northerly corner of that certain 2.40 acre tract of land described in a deed to Robert G. Nelson and wife, recorded in Volume 4999, Page 1313 of the Travis County Deed Records, for the most westerly corner and the PLACE OF BEGINNING hereof;

THENCE with the southeast r.o.w. line of County Line Road, North 30 deg. 19 min. 09 sec. East 528.34 feet to a 1/2" rebar set for the most northerly corner hereof, from which point a 1/2" rebar found in the southeast r.o.w. line of County Line Road at the most westerly corner of that certain 3.263 acre remainder of an original 250 acre tract of land described in a deed to Carlson recorded in Volume 4232, Page 1960 of the Travis County Deed Records, said point being also the most northerly corner of the above described Larsberg 50 acre tract of land bears North 30 deg. 19 min. 09 sec. East 528.34 feet;

THENCE South 60 deg. 05 min. 26 sec. East 2005.39 feet to a 1/2" rebar set for the most easterly corner hereof, from which point a 1/2" rebar set in an old fence line at the most easterly corner of said Larsberg 50 acre tract of land bears North 30 deg. 00 min. East 529.24 feet;

REAL PROPERTY RECORDS
TRAVIS COUNTY, TEXAS

11158 0144

THENCE South 30 deg. 00 min. West 531.50 feet to a 1/2" rebar set in a fence line at the most southerly corner of said Larsberg 50 acre tract of land, for the most southerly corner hereof, from which point a 3/4" rectangular iron rod found at a corner fence post bears South 61 deg. 05 min. 59 sec. East 300.48 feet;

THENCE with the southwest line of said Larsberg tract of land, as fenced, North 60 deg. 00 min. West 2008.33 feet to the PLACE OF BEGINNING and containing 24.41 acres of land, more or less. Surveyed by Ralph Harris Surveyor Inc., R.P.L.S. # 1729, March 23, 1990.

THIS CONVEYANCE IS MADE AND ACCEPTED SUBJECT TO THE FOLLOWING, TO-WIT:

Any and all restrictions, covenants, conditions, easements, right of ways, liens, oil, gas and/or mineral reservations, if any, relating to the hereinabove described property, but only to the extent they are still in effect, shown of record in the hereinabove mentioned County and State.

It is the intention of the parties to this instrument that SANDRA BOYD NORRIS shall hold, possess, enjoy, and own Tract A free from any claim of RUSSELL FRANKLIN BOYD.

TO HAVE AND TO HOLD Tract A, together with all and singular the rights and appurtenances belonging in any way to Tract A, to SANDRA BOYD NORRIS, her heirs, personal representatives, successors, and assigns forever, and RUSSELL FRANKLIN BOYD binds himself and his heirs, personal representatives, successors, and assigns, to warrant and forever defend all and singular Tract A to SANDRA BOYD NORRIS and her heirs, personal representatives, successors, and assigns, against every person lawfully claiming or to claim all or any part of Tract A, subject to the provisions stated above.

THAT SANDRA BOYD NORRIS, for and in consideration of the covenants in and the conveyance made in this instrument, has GRANTED, CONFIRMED, and CONVEYED, and by these presents does GRANT, CONFIRM, and CONVEY to RUSSELL FRANKLIN BOYD, whose address is 5308 Beckett Circle, Austin, Texas 78749, all of SANDRA BOYD NORRIS'S right, title, and interest in and to the following described property:

TRACT B:

BEING part of the Thomas Christian Survey Number 26 in Travis and Bastrop Counties, Being part of that certain 50 acre tract of land described in a deed to Carl T. Larsberg and wife, Lucille A. Larsberg recorded in Volume 118, Page 406 of the Bastrop County Deed Records, said tract of land containing approximately 5.77 acres of land within Travis County and 18.64 acres of land in Bastrop County and being more particularly described by metes and bounds as follows:

BEGINNING at a 1/2" rebar found in the southeast r.o.w. line of County Line Road at the most northerly corner of said Larsberg 50 acre tract of land, said point being also the most westerly corner of that certain 3.263 acre remainder of an original 250 acre tract of land described in a deed to Carlson recorded in Volume 4232,

REAL PROPERTY RECORDS
TRAVIS COUNTY, TEXAS

11158 0145

Page 1960 of the Travis County Deed Records, for the most northerly corner and PLACE OF BEGINNING hereof, from which point another 1/2" rebar found in the southeast r.o.w. line of County Line Road bears North 30 deg. 00 min. 38 sec. East 708.23 feet;

THENCE with the common line between the above described Larsberg 50 acre tract of land and the above described Carlson 250 acre tract of land, the following three courses:

South 60 deg. 07 min. 21 sec. East 556.57 feet to a fencepost marking the westerly termination of an existing wire fence;

With said wire fence South 60 deg. 26 min. 38 sec. East 906.07 feet to a corner fence post;

With an older wire fence departing in a southwesterly direction from a newer wire fence, South 59 deg. 33 min. 39 sec. East 539.85 feet to a 1/2" rebar set at the most easterly corner of said Larsberg 50 acre tract of land for the most easterly corner hereof;

THENCE South 30 deg. 00 min. West 529.24 feet to a 1/2" rebar set for the most southerly corner hereof;

THENCE North 60 deg. 05 min. 26 sec. West 2005.39 feet to a 1/2" rebar set in the southeast r.o.w. line of County Line Road for the most westerly corner hereof, from which point, a 1/2" rebar found in the southeast r.o.w. line of County Line Road at the common westerly corner between said Larsberg 50 acre tract of land and that certain 2.40 acre tract of land described in a deed to Robert G. Nelson and wife recorded in Volume 4999, Page 1313 of the Travis County Deed Records, bears South 30 deg. 19 min. 09 sec. West 528.34 feet;

THENCE with the southwest r.o.w. line of County Line Road North 30 deg. 19 min. 09 sec. East 528.34 feet to the PLACE OF BEGINNING and containing 24.41 acres of land, more or less. Surveyed by Ralph Harris Surveyor Inc., R.P.L.S. # 1729, March 23, 1990.

THIS CONVEYANCE IS MADE AND ACCEPTED SUBJECT TO THE FOLLOWING, TO-WIT:

Any and all restrictions, covenants, conditions, easements, right of ways, liens, oil, gas and/or mineral reservations, if any, relating to the hereinabove described property, but only to the extent they are still in effect, shown of record in the hereinabove mentioned County and State.

It is the intention of the parties to this instrument that RUSSELL FRANKLIN BOYD shall hold, possess, enjoy and own Tract B free of any claim of SANDRA BOYD NORRIS.

TO HAVE AND TO HOLD Tract B, together with all and singular the rights and appurtenances belonging in any way to Tract B, subject to the provisions stated above to RUSSELL FRANKLIN BOYD, his heirs, personal representatives, successors, and assigns forever, and SANDRA BOYD NORRIS binds herself, her heirs, personal

REAL PROPERTY RECORDS
TRAVIS COUNTY, TEXAS

11158 0146

representatives, successors, and assigns to warrant and forever defend all and singular Tract B to RUSSELL FRANKLIN BOYD and his heirs, personal representatives, successors, and assigns, against every person lawfully claiming or to claim all or any part of Tract B, subject to the provisions stated above.

EXECUTED this the 3rd day of April, 1990.

Russell Franklin Boyd
Russell Franklin Boyd

Sandra Boyd Norris
Sandra Boyd Norris

THE STATE OF TEXAS §

COUNTY OF CALDWELL §

This instrument was acknowledged before me on April 3rd, 1990, by RUSSELL FRANKLIN BOYD.

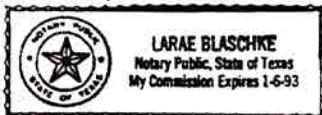


Larae Blaschke
Notary Public, State of Texas

THE STATE OF TEXAS §

COUNTY OF CALDWELL §

This instrument was acknowledged before me on April 3rd, 1990, by SANDRA BOYD NORRIS.



Larae Blaschke
Notary Public, State of Texas

STATE OF TEXAS COUNTY OF TRAVIS
I hereby certify that this instrument was FILED on
the 4th day of April 1990, at the time stamped herein by me, and
was duly RECORDED, in the Volume and Page of the
indexing of Travis County, Texas, on

APR 4 1990

*Ret.
(enw)*
ALAN C. FIELDER
ATTORNEY AT LAW
118 SOUTH MAIN
LOCKHART, TEXAS 78644



FILED

APR 1990 -4 AM 9:35

DANA DE BEAUVOIR
COUNTY CLERK
TRAVIS COUNTY, TEXAS

REAL PROPERTY RECORDS
TRAVIS COUNTY, TEXAS

11158 0147

After recording, please return to:

City of Elgin
Kerry Lacy
City Manager
PO Box 591
Elgin, Texas 78621

STATE OF TEXAS
COUNTY OF BASTROP

§ ANNEXATION DEVELOPMENT
§ AGREEMENT WITH
§ NORMA JEANNE LARSON et al.

This is an ANNEXATION DEVELOPMENT AGREEMENT by and between THE CITY OF ELGIN, TEXAS ("City") and Norma Jeanne Larson, Kelly W. Kastner, Sharon Koster, Christa Zieschang, Janice Lindell, and Lynda Gregory ("Owner", whether one or more).

WHEREAS, Owner is owner of that certain 92.000 acre tract of land more particularly described in Exhibit "A", attached hereto (the "Property"), and;

WHEREAS, the City intends to annex the property, and;

WHEREAS, pursuant to Sections 43.035 and 212.172 of the Texas Local Government Code, the City and the Owner desire to enter into this Annexation Development Agreement (the "Agreement"); and

WHEREAS, the Owner and the City acknowledge that this agreement is binding upon the City and the Owner and their respective successors and assigns, and;

WHEREAS, this Development Agreement is to be recorded in the Official Records of Bastrop County, Texas

NOW THEREFORE, for and in consideration of the promises and the mutual agreements set forth herein, the City and Owner hereby agree as follows:

A. PURPOSE

The purpose of this Agreement is to comply with all requirements of Sections 43.035 and 212.172 of the Texas Local Government Code pertaining to the annexation of property into the Elgin city limits (or extraterritorial jurisdiction).

B. GENERAL TERMS AND CONDITIONS

1. Both parties agree that in consideration of the mutual promises stated herein, that the Property will not be annexed by the City of Elgin so long as 1) the Property continues to receive an agricultural exemption from the Bastrop County Central Appraisal District, except for existing single-family residential use, and 2) no action is taken by the Owner or his assigns to file a subdivision plat or any related development document regarding the Property. If one or more of the above circumstances occur, the City is authorized to commence proceedings to annex all or some of the Property.

2. As consideration for the City foregoing annexation proceedings as described above, the Owner hereby authorizes the City to enforce all regulations and planning authority

of the City, except for any regulations which interfere with Owner's use of the Property for agricultural purposes, wildlife management or timber production.

3. The Owner agrees that the City's AG- Agricultural zoning requirements apply to the Property, and that the Property shall only be used for AG zoning uses. The Owner may continue activities related to AG use, such as firearm use, burning of debris, so long as said activities are related to the AG use.

4. The Owner acknowledges that if Owner or any successor or assign violates any condition of this Agreement, then in addition to the City's other remedies, such act will constitute a petition for voluntary annexation by the Owner, and the Property will be subject to annexation at the direction of the Council. The Owner and any successors or assigns agrees that such annexation shall be voluntary and the Owner hereby consents to such annexation as though a petition for such annexation had been tendered by the Owner, his successors or assigns.

5. Both parties agree that upon annexation of the Property by the City, the City shall, within 30 days of the effective date of the annexation, initiate an initial zoning of the Property conforming to the land use designation for the Property as shown on the most recent amendment of City's Comprehensive Plan.

C. MISCELLANEOUS PROVISIONS

1. Actions Performable. The City and the Owner agree that all actions to be performed under this Agreement are performable in Bastrop County, Texas.

2. Governing Law. The City and Owner agree that this Agreement has been made under the laws of the State of Texas in effect on this date, and that any interpretation of this Agreement at a future date shall be made under the laws of the State of Texas.

3. Severability. If a provision hereof shall be finally declared void or illegal by any court or administrative agency having jurisdiction, the entire Agreement shall not be void; but the remaining provisions shall continue in effect as nearly as possible in accordance with the original intent of the parties.

4. Complete Agreement. This Agreement represents a complete agreement of the parties and supersedes all prior written and oral matters related to this agreement. Any amendment to this Agreement must be in writing and signed by all parties. This Agreement runs with the land and shall bind the Property for a term of fifteen years, unless amended by the parties.

5. Exhibits. All exhibits attached to this Agreement are incorporated by reference and expressly made part of this Agreement as if copied verbatim.

6. Notice. All notices, requests or other communications required or permitted by this Agreement shall be in writing and shall be sent by (i) telecopy, with the original delivered by hand or overnight carrier, (ii) by overnight courier or hand delivery, or (iii)

certified mail, postage prepaid, return receipt requested, and addressed to the parties at the following addresses:

City of Elgin
City Manager
PO Box 591
Elgin, Texas 78621
Bastrop County

Property Owner:

See Exhibit "B" for names, addresses and phone numbers of all owners

7. Force Majeure. Owner and the City agree that the obligations of each party shall be subject to force majeure events such as natural calamity, fire or strike or inclement weather.
8. Conveyance of Property. Any person who sells or conveys any portion of the Property shall, prior to such sale or conveyance, give written notice of this Agreement to the prospective purchaser or grantee, and shall give written notice of the sale or conveyance to the City.
9. Continuity. This Agreement shall run with the Property and be binding on all successors and grantees of Owner.
10. Survival after Termination. This Agreement shall survive termination to the extent necessary to allow the City to implement the provisions of Section 4, above.
11. Signature Warranty Clause. The signatories to this Agreement represent and warrant that they have the authority to execute this Agreement on behalf of the City and Owner, respectively.

[Signature Pages Follow]

SIGNED as of this ____ day of _____, 20__.

CITY OF ELGIN, TEXAS

Kerry Lacy
City Manager, City of Elgin, Texas

THE STATE OF TEXAS }

COUNTY OF BASTROP }

This instrument was acknowledged before me on the ____ day of _____, 20__,
by Kerry Lacy, City Manager, City of Elgin, Texas.

Notary Public, State of Texas

OWNER

Norma Jeanne Larson
Norma Jeanne Larson

THE STATE OF TEXAS }

COUNTY OF BASTROP }

This instrument was acknowledged before me on the 10th day of December, 2015,
by Norma Jeanne Larson, Owner.



Melissa Lipiec
Notary Public, State of Texas

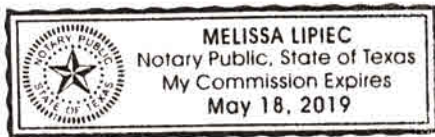
OWNER

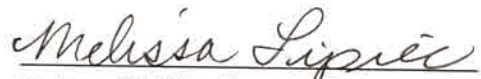

Kelly W. Kastner

THE STATE OF TEXAS }

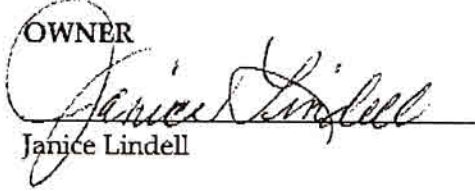
COUNTY OF BASTROP }

This instrument was acknowledged before me on the 10th day of December, 2015,
by Kelly W. Kastner, Owner.




Notary Public, State of Texas

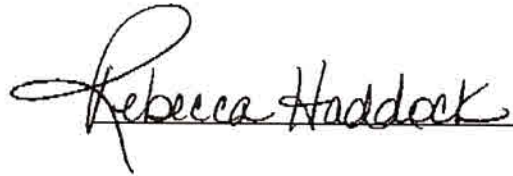
OWNER


Janice Lindell

THE STATE OF TEXAS }

COUNTY OF BASTROP }

This instrument was acknowledged before me on the 11th day of December, 2015
by Janice Lindell, Owner.


Rebecca Haddock

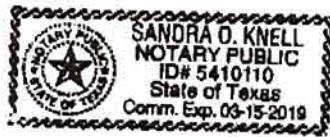
OWNER

Lynda Gregory
Lynda Gregory

THE STATE OF TEXAS }

COUNTY OF BASTROP }

This instrument was acknowledged before me on the 11th day of December, 2015,
by Lynda Gregory, Owner.



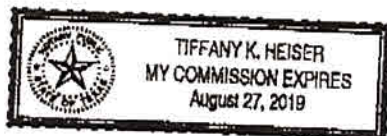
Sandra O. Knell

OWNER

Sharon Koster
Sharon Koster

THE STATE OF TEXAS }
COUNTY OF ^{Dallas} ~~BASTROP~~ }

This instrument was acknowledged before me on the 12 day of December, 2015
by Sharon Koster, Owner.



Tiffany K. Heiser
Notary Public, State of Texas

Reference
City of Elgin
Annexation Development Agreement
92.000 acre PID# 97094

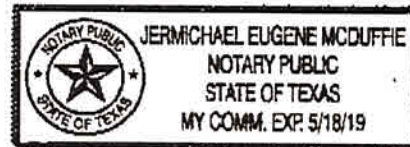
OWNER


Christa Zieschang

THE STATE OF TEXAS }

COUNTY OF BASTROP }

This instrument was acknowledged before me on the 14th day of December, 2015,
by Christa Zieschang, Owner.



Reference Annexation Development Agreement by and
between the City of Elgin for 92.000 acre tract of land.

VOL 463 PAGE 444

EXHIBIT "A"
WARRANTY DEED

4488

1987

Florence Carlson Dotson &
Norma Larson

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114290

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1 02/26/

THE STATE OF TEXAS {

COUNTY OF TRAVIS {

KNOW ALL MEN BY THESE PRESENTS:

THAT NORMA JEANNE LARSON, Independent Executrix of the Estate of FLORENCE CARLSON DOTSON, deceased, such EXECUTRIX having been duly appointed in Cause Number 51,312 in the County Court of Travis County, Texas, on or about October 13, 1986, for and in consideration of the sum of TEN DOLLARS (\$10.00) and other valuable consideration to the undersigned paid by the Grantee herein named, the receipt of which is hereby acknowledged, and in order to close and finally distribute the estate of FLORENCE CARLSON DOTSON, has GRANTED, SOLD AND CONVEYED and by these presents does GRANT, SELL AND CONVEY unto NORMA JEANNE LARSON, GRANTEE, the following described property:

BEING ALL OF THE REAL PROPERTY OWNED in fee, as tenants in common, as separate or as community property, or in any other capacity or estate whatsoever, by FLORENCE CARLSON DOTSON, any where in the Counties of Travis or Bastrop, State of Texas, including but not limited to the following described property:

Being any property including an undivided interest therein, that may have been inherited by the said FLORENCE CARLSON DOTSON from her parents, ALFRED CARLSON AND ELLEN CARLSON, including but not limited to an undivided one sixth (1/6) interest in the following tracts:

(1) Being 103 acres out of the Thomas Christian Survey in Bastrop County, Texas, described in deed dated January 1, 1917, from Charles Gillespie et ux to Alfred Carlson, recorded in Volume 62, pages 240-242 of the deed records of Bastrop County, Texas;

(2) Being 89.96 Acres out of the Thomas Christian Survey in Bastrop County, Texas, described in deed dated January 2, 1923, from J. G. Hanson et ux, to Alfred Carlson, recorded in Volume 74, Pages 410-412, of the Deed Records of Bastrop County, Texas;

(3) Being 120 acres out of the James H. Neely 320 acres Survey Abstract # 591, and the Owen O'Brian 320 acre Survey, Abstract # 595, in Travis County, Texas, described in deed dated December 1, 1933 from Martin C. Swenson, Executor, et al, to Alfred Carlson, recorded in Volume 498, Page 129, of the deed records of Travis County, Texas;

(4) Being a four acre tract, more or less, in The B. Osborn league, and being the same property described in a deed from Otto Johnson to Alfred Carlson dated February 22, 1947 and recorded in Volume 121, Page 124, of the Deed Records of Bastrop County, Texas.

Being any property including an undivided interest therein, that may have been inherited by the said FLORENCE CARLSON DOTSON from her Brother, Paul L. Carlson, again including but not limited to an undivided one seventh (1/7) interest in the following tract:

Being a 27.96, more or less, acre tract in the Thomas Christian League, Bastrop County, Texas, and being that same land conveyed by C. A. Martinson et ux to Paul Carlson in a deed dated November 14, 1949 and recorded in Volume 126, Page 637, of the Deed Records of Bastrop County Texas; save and except approximately 37 acres of land from said tract that has been previously conveyed.

This deed and conveyance is expressly made subject to the following matters, to the extent and only to the extent the same are valid and subsisting and affect the above described property:

(1) Any easements of record impressed upon this property.

(2) Restrictive covenants of record, if any.

Grantor warrants payment of all taxes up to and including the year 1986. Taxes for the year 1986 are the responsibility of Grantee.

TO HAVE AND TO HOLD the above described premises, together

10121 0472

with all and singular the rights and appurtenances thereto in
anywise belonging unto the said Grantee, her heirs, successors
and assigns forever; and Grantor does hereby bind her heirs,
successors and assigns to WARRANT AND FOREVER DEFEND all and
singular the said premises unto the said Grantee, her heirs,
successors and assigns, against every person whomsoever lawfully
claiming or to claim the same or any part thereof.

EXECUTED this 25th day of February, A. D., 1987.

Norma Jeanne Larson
NORMA JEANNE LARSON, Independent
Executrix of the Estate of FLORENCE
CARLSON DOTSON, deceased

Mailing Address for Grantee:
c/o Norma Jeanne Larson
1717 Timberwood
Austin, Texas 78741

THE STATE OF TEXAS {
COUNTY OF TRAVIS {

THIS INSTRUMENT was acknowledged before me on the
25th day of February, A. D., 1987, by NORMA JEANNE LARSON
Executrix of the Estate of Florence Carlson Dotson, Deceased.

Sandy Roucloux
Notary Public, State of Texas NOTARY SEAL

My commission expires:



STATE OF TEXAS COUNTY OF TRAVIS
I hereby certify that this instrument was FILED on
the date and at the time stamped hereon by me; and
was duly RECORDED, in the Volume and Page of the
named RECORDS of Travis County, Texas on

FEB 26 1987



COUNTY CLERK
TRAVIS COUNTY, TEXAS

STATE OF TEXAS COUNTY OF BASTROP
I hereby certify that this instrument
was FILED on the date and time stamped
hereon by me; and was duly RECORDED, in
the Volume and Page of the named
RECORDS of Bastrop County, Texas, on
Stamped hereon by me on

MAY 2 8 1987



COUNTY CLERK
BASTROP COUNTY, TEXAS

FILED
MAY 1 8 1987
8:30a M

Shirley Walden

COUNTY CLERK

Any Provision Herein Which Restricts the
Sale, Rental, or Use of the Described Real
Property Because of Color or Race is Invalid

10121

0473

EXHIBIT "A"

DEED
201401408
2 PGS

PID R97094

DEED

Date: February 7, 2014

Grantor:

Kelly Wayne Kastner, as Independent Executor of the Estate of Hazel Carlson Kastner Crawford, Deceased, Cause No. 10,252, the County Court at Law of Bastrop County, Texas

Grantor's Mailing Address:

Kelly Wayne Kastner
P.O. Box 754
McDade, Texas 78650

Grantee:

Kelly Wayne Kastner

Grantee's Mailing Address:

Kelly Wayne Kastner
P.O. Box 754
McDade, Texas 78650

Consideration:

Those consideration and benefits derived from the Will of Hazel Carlson Kastner Crawford.

Property (including any improvements):

Being an undivided 60% interest in and the title and interest of Hazel Carlson Kastner Crawford in the Alfred Carlson property, and being the following three tracts of property in Bastrop County, Texas:

Tract One:

Being 103 acres out of the Thomas Christian Survey in Bastrop County, Texas, described in deed dated January 1, 1917, from Charles Gillespie et ux, to Alfred Carlson, recorded in Volume 62, Pages 240-242 of the Deed Records of Bastrop County, Texas

Tract Two:

Being 89.96 acres out of the Thomas Christian Survey in Bastrop County, Texas, described in deed dated January 2, 1923, from J.G. Hanson et ux, to Alfred Carlson, recorded in Volume 74, Pages 410-412, of the Deed Records of Bastrop County, Texas

Tract Three:

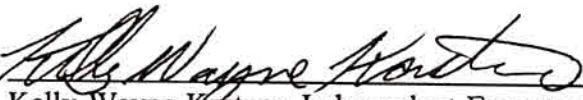
Being a four (4) acre tract, more or less, in the B. Osborn League, and being the same property described in a deed from Otto Johnson to Alfred Carlson dated February 22, 1947 and recorded in Volume 121, Page 124 of the Deed Records of Bastrop County, Texas

Reservations and Exceptions to Conveyance and Warranty:

This conveyance is made expressly subject to conditions, easements, exceptions, reservations, and restrictions which are of record in the real property records in Bastrop County, Texas.

Grantor, in his capacity as Independent Executor, for the consideration and subject to the reservations from and exceptions to conveyance and warranty, grants, and conveys to Grantee the property, together with all and singular the rights and appurtenances thereto in any wise belonging, to have and hold it to Grantee. Grantee's heirs, executors, administrators, successors, or assigns forever.

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



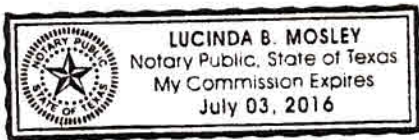
Kelly Wayne Kastner, Independent Executor of the
Estate of Hazel Carlson Kastner Crawford, Grantor

ACKNOWLEDGMENT

STATE OF TEXAS

COUNTY OF BASTROP

This instrument was acknowledged before me on February 7, 2014, by Kelly Wayne Kastner as Independent Executor of the Estate of Hazel Carlson Kastner Crawford, Deceased.



 Notary Public, State of Texas

AFTER RECORDING RETURN TO:

Kelly Wayne Kastner
P.O. Box 754
McDade, Texas 78650

FILED AND RECORDED
OFFICIAL PUBLIC RECORDS

Rose Pietsch

February 10, 2014 10:55:41 AM
KRISTAB FEE: \$20.00 BOOK:2296 PAGE:347-348
ROSE PIETSCH, County Clerk
Bastrop, Texas
201401408

DEED

DEED
201401407
2 PGS**DEED**Date: February 7, 2014**Grantor:**

Kelly Wayne Kastner, as Independent Executor of the Estate of Hazel Carlson Kastner Crawford, Deceased, Cause No. 10,252, the County Court at Law of Bastrop County, Texas

Grantor's Mailing Address:

Kelly Wayne Kastner
P.O. Box 754
McDade, Texas 78650

Grantee:

Sharon K. Koster

Grantee's Mailing Address:

Sharon K. Koster
P.O. Box 815456
Dallas, Texas 75381

Consideration: Those consideration and benefits derived from the Will of Hazel Carlson Kastner Crawford.

Property (including any improvements):

Being an undivided 40% interest in and the title and interest of Hazel Carlson Kastner Crawford in the Alfred Carlson property, and being the following three tracts of property in Bastrop County, Texas:

Tract One:

Being 103 acres out of the Thomas Christian Survey in Bastrop County, Texas, described in deed dated January 1, 1917, from Charles Gillespie et ux, to Alfred Carlson, recorded in Volume 62, Pages 240-242 of the Deed Records of Bastrop County, Texas

Tract Two:

Being 89.96 acres out of the Thomas Christian Survey in Bastrop County, Texas, described in deed dated January 2, 1923, from J.G. Hanson et ux, to Alfred Carlson, recorded in Volume 74, Pages 410-412, of the Deed Records of Bastrop County, Texas

Tract Three:

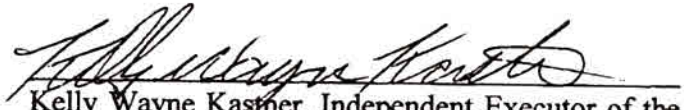
Being a four (4) acre tract, more or less, in the B. Osborn League, and being the same property described in a deed from Otto Johnson to Alfred Carlson dated February 22, 1947 and recorded in Volume 121, Page 124 of the Deed Records of Bastrop County, Texas

Reservations and Exceptions to Conveyance and Warranty:

This conveyance is made expressly subject to conditions, easements, exceptions, reservations, and restrictions which are of record in the real property records in Bastrop County, Texas.

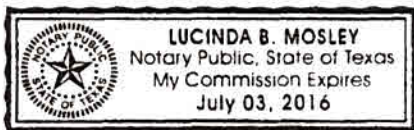
Grantor, in his capacity as Independent Executor, for the consideration and subject to the reservations from and exceptions to conveyance and warranty, grants, and conveys to Grantee the property, together with all and singular the rights and appurtenances thereto in any wise belonging, to have and hold it to Grantee, Grantee's heirs, executors, administrators, successors, or assigns forever.

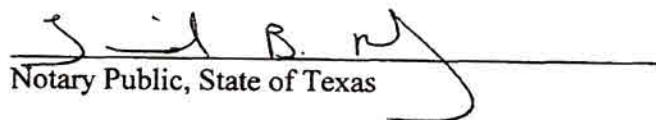
When the context requires, singular nouns and pronouns include the plural.


 Kelly Wayne Kastner, Independent Executor of the
 Estate of Hazel Carlson Kastner Crawford, Grantor

ACKNOWLEDGMENT**STATE OF TEXAS**§
§
§**COUNTY OF BASTROP**

This instrument was acknowledged before me on February 7, 2014, by Kelly Wayne Kastner as Independent Executor of the Estate of Hazel Carlson Kastner Crawford, Deceased.




 Notary Public, State of Texas

AFTER RECORDING RETURN TO:

Sharon K. Koster
 P.O. Box 815456
 Dallas, Texas 75381

FILED AND RECORDED
OFFICIAL PUBLIC RECORDS



February 10, 2014 10:55:41 AM
 KRISTAB FEE: \$20.00 BOOK: 2296 PAGE: 345-346
 ROSE PIETSCH, County Clerk
 Bastrop, Texas
 201401407

DEED

EXHIBIT "A"
WARRANTY DEED

OFFICIAL RECORDS

10365

1997

FILM CODE

00005639911

THE STATE OF TEXAS {

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF TRAVIS {

IDENTIFICATIONS AND DESCRIPTIONS:

DATE: October 14, 1997

GRANTOR: Marjorie Matetzschk and Norma Jeanne Larson as Independent Executors of the Estate of Marjorie Belle Carlson, having been appointed by the County Court at Law of Bastrop County, Texas, in Cause Number 7808.

Marjorie Carlson
(Mrs. Walter)
to Mildred Larson
+ Hazel C. Crawford
+ Lynda
Gregory
+ Janice
Lindell

GRANTEE: As to an undivided five sixths (5/6) interest, in the Grantor's entire undivided interest in the Property; Mildred Carlson Larson and Hazel Carlson Crawford.

As to an undivided one sixth (1/6) interest, in the Grantor's entire undivided interest in the Property; Lynda Carlson Gregory and Janice Carlson Lindell.

GRANTEE'S ADDRESS: c/o Norma J. Larson
8107 Greenslope
Austin, Texas, 78759

PROPERTY: An Undivided one sixth (1/6) interest in Parcel one through four described below:

1. Being 103 acres, more or less, out of the Thomas Christian Survey in Bastrop County, Texas, described in a deed dated January 1, 1917, from Charles Gillespie et ux, to Alfred Carlson, recorded in Volume 62, pages 240-242 of the Deed Records of Bastrop County, Texas.
2. Being 89.96 acres, more or less, out of the Thomas Christian Survey in Bastrop County, Texas, described in a deed dated January 2, 1923, from J. G. Hanson et ux, to Alfred Carlson, recorded in Volume 74, pages 410-412 of the Deed Records of Bastrop County, Texas.
3. Being 120 acres, more or less, out of the James H. Neely 320 acre Survey, Abstract # 591, and the Owen O'Brian 320 acre Survey, Abstract # 595, in Travis County, Texas, described in a deed dated December 1, 1933, from Martin C. Swenson, Executor, et al, to Alfred Carlson, recorded in Volume 498, page 129 of the Deed Records of Travis County, Texas.

REAL PROPERTY RECORDS
TRAVIS COUNTY, TEXAS

13043 0030

4. Being a Four acre Tract, more or less, in the B. Osborne League, and being the same property described in a deed dated February 22, 1947, from Otto Johnson to Alfred Carlson, recorded in Volume 121, page 124 of the Deed Records of Bastrop County, Texas.

An Undivided one seventh (1/7) interest in Parcel 5 described below:

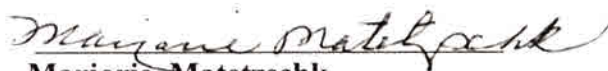
5. Being 27.96 acres, more or less, out of the Thomas Christian League in Bastrop County, Texas, described in a deed dated November 14, 1949, from C. A. Martinson et ux, to Paul Carlson, recorded in Volume 126, page 637 of the Deed Records of Bastrop County, Texas, save and except that portion that has been previously conveyed..

In order to carry out the terms of Last Will and Testament of **Marjorie Belle Carlson**, and other good and valuable consideration to the Grantor paid by the Grantee, the receipt and sufficiency of which are hereby acknowledged and confessed, and for the purpose of confirming title to said property in GRANTEE, GRANTOR has GRANTED, SOLD AND CONVEYED and by these presents does hereby GRANT, SELL AND CONVEY to GRANTEE, subject to any reservations hereinafter made, all of the property described above.

TO HAVE AND TO HOLD the above described Property, together with all and singular the rights and appurtenances thereto in anywise belonging to the property, subject to the permitted exceptions, to the said Grantee, their successors and assigns forever, and GRANTORS do hereby bind themselves, their heirs, successors and assigns, TO WARRANT AND FOREVER DEFEND all and singular the Property, UNTO the said GRANTEE, their successors and assigns forever; against every person whomsoever lawfully claiming or to claim all or any part of the Property, subject to the conditions and provisions stated herein.

This deed and conveyance is made, delivered and excepted, subject to the payment of Ad Valorem taxes assessed against the property conveyed for the current year, all restrictions, covenants, conditions, and easements of record affecting said property, and any and all zoning laws, regulations and ordinances of municipal and other governmental authorities affecting said property.

IN WITNESS THEREOF GRANTORS HAVE CAUSED THIS WARRANTY DEED TO BE EXECUTED AS OF THIS DATE OF October 14, 1997.


Marjorie Matetzsch


Norma Jeanne Larson

REAL PROPERTY RECORDS
TRAVIS COUNTY, TEXAS

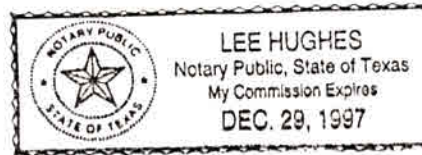
13043 0031

THE STATE OF TEXAS {

COUNTY OF BASTROP {

THIS INSTRUMENT was acknowledged before me on Oct. 14, 1997, by
**Marjorie Matetzschk acting in her capacity as Independent Executrix of the Estate
 of Marjorie Belle Carlson.**

Lee Hughes
 Notary Public in and for
 The State of Texas

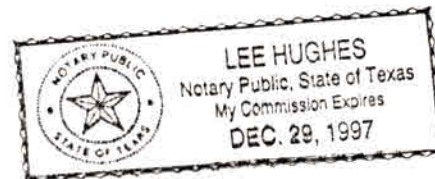


THE STATE OF TEXAS {

COUNTY OF BASTROP {

THIS INSTRUMENT was acknowledged before me on Oct. 14, 1997, by
**Norma Jeanne Larson acting in her capacity as Independent Executrix of the Estate
 of Marjorie Belle Carlson.**

Lee Hughes
 Notary Public in and for
 The State of Texas

**Mailing Address for Grantee: (RETURN TO:)**

c/o Norma J. Larson
 8107 Greenslope
 Austin, Texas, 78759

FILED**97 OCT 17 AM 11:57**

**DANA DEBEAUVOIR
 COUNTY CLERK
 TRAVIS COUNTY, TEXAS**

STATE OF TEXAS COUNTY OF TRAVIS
 I hereby certify that this instrument was FILED on
 the date and at the time stamped hereon by me; and
 was duly RECORDED, in the Volume and Page of the
 named RECORDS of Travis County, Texas, on

OCT 17 1997

Dana Debeauvoir
 COUNTY CLERK
 TRAVIS COUNTY, TEXAS

FILED OCT 29 1997**8:30 A. M.**

Shirley Hildebrand
 COUNTY CLERK
 BASTROP COUNTY, TEXAS

STATE OF TEXAS COUNTY OF BASTROP
 I hereby certify that this instrument
 was FILED on the date and time stamped
 hereon by me; and was duly RECORDED, in
 the Volume and Page of the named
 RECORDS of Bastrop County, Texas, as
 Stamped hereon by me on

NOV 05 1997

Shirley Hildebrand
 COUNTY CLERK
 BASTROP COUNTY, TEXAS

RECEIVED: 400089913 TRAVIS: 41510 OCT: REGULAR RECORD 41300
 CARRIER: BAST FILE DATE: 10/17/97 TRAVIS DATE: 10/17/97

**REAL PROPERTY RECORDS
 TRAVIS COUNTY, TEXAS**

13043 0032

EXHIBIT "A"

WARRANTY DEED

FILM CODE 8865

00004422295

1988 11.00
Maybelle
Carlson Morris
TO
Norma Larson
Sharon Koster
Christa Ziesky

THE STATE OF TEXAS {
COUNTY OF TRAVIS {

KNOW ALL MEN BY THESE PRESENTS:

THAT NORMA JEANNE LARSON Executrix of the Estate of Maybelle Carlson Morris, deceased, such Executrix having been duly appointed in Cause Number 53,127 in the Probate Court of Travis County, Texas, on or about January 11, 1988, for and in consideration of the sum of TEN DOLLARS (\$10.00) and other valuable consideration to the undersigned paid by the grantees herein named, the receipt of which is hereby acknowledged, and in order to close and finally distribute the Estate of Maybelle Carlson Morris, has GRANTED, SOLD AND CONVEYED and by these presents does GRANT, SELL AND CONVEY UNTO THE GRANTEEES NAMED BELOW, all of the right, title, and interest of the said Maybelle Carlson Morris, in the following described tracts and parcels of real property:

Parcel 1.

Being a one seventh (1/7) interest heretofore owned by Maybelle Carlson Morris, unto NORMA JEANNE LARSON, GRANTEE as to an undivided one fourteenth (1/14) interest therein, as her sole and separate property and unto SHARON KASTNER KOSTER, GRANTEE as to an undivided one fourteenth (1/14) interest as her sole and separate property:

Being a 27.96, more or less, acre tract in the Thomas Christian League, Bastrop County, Texas, and being that same land conveyed by C. A. Martinson et ux to Paul Carlson in a deed dated November 14, 1949 and recorded in Volume 126, Page 637, of the Deed Records of Bastrop County Texas; save and except approximately 30 acres of land from said tract that has been previously conveyed, and being all of the property inherited by the said Maybelle Carlson Morris, from her brother, Paul L. Carlson.

Parcel 2.

Being a one sixth (1/6) interest heretofore owned by Maybelle

REAL PROPERTY RECORDS
TRAVIS COUNTY, TEXAS
10813 0157

Carlson Morris, Unto NORMA JEANNE LARSON, GRANTEE as to an undivided five and fifty six one hundreths (5.56%) per cent interest therein, as her sole and separate property; Unto SHARON KASTNER KOSTER, GRANTEE as to an undivided five and fifty six one hundreths (5.56%) per cent interest therein, as her sole and separate property; and Unto CHRISTA KAY ZIESCHANG, GRANTEE, as to an undivided five and fifty six one hundreths (5.56%) per cent interest therein, as her sole and separate property, the foregoing fractional interests having been rounded but in the aggregate totaling the undivided one sixth (1/6) interest heretofore owned by Maybelle Carlson Morris.:

(1) Being 103 acres out of the Thomas Christian Survey in Bastrop County, Texas, described in deed dated January 1, 1917, from Charles Gillespie et ux to Alfred Carlson, recorded in Volume 62, pages 240-242 of the deed records of Bastrop County, Texas;

(2) Being 89.96 Acres out of the Thomas Christian Survey in Bastrop County, Texas, described in deed dated January 2, 1923, from J. G. Hanson et ux, to Alfred Carlson, recorded in Volume 74, Pages 410-412, of the Deed Records of Bastrop County, Texas;

Parcel 3.

Being a one sixth (1/6) interest heretofore owned by Maybelle Carlson Morris, unto NORMA JEANNE LARSON, GRANTEE as to an undivided one twelfth (1/12) interest therein, as her sole and separate property and unto SHARON KASTNER KOSTER, GRANTEE as to an undivided one twelfth (1/12) interest as her sole and separate property:

(4) Being a four acre tract, more or less, in The B. Osborn league, and being the same property described in a deed from Otto Johnson to Alfred Carlson dated February 22, 1947 and recorded in Volume 121, Page 124, of the Deed Records of Bastrop County, Texas.

Parcel 4.

Being a one sixth (1/6) interest heretofore owned by Maybelle Carlson Morris, unto NORMA JEANNE LARSON, GRANTEE as to an undivided one twelfth (1/12) interest therein, as her sole and separate property and unto SHARON KASTNER KOSTER, GRANTEE as to an undivided one twelfth (1/12) interest as her sole and separate property:

(3) Being 120 acres out of the James H. Neely 320 acres Survey Abstract # 591, and the Owen O'Brian 320 acre Survey, Abstract # 595, in Travis County, Texas, described in deed dated December 1, 1933 from Martin C. Swenson, Executor, et al, to Alfred Carlson, recorded in Volume 498, Page 129, of the deed records of Travis County, Texas;

REAL PROPERTY RECORDS
TRAVIS COUNTY, TEXAS

10813 0158

This deed and conveyance is expressly made subject to the following matters, to the extent and only to the extent the same are valid and subsisting and affect the above described property:

- (1) Any easements of record impressed upon this property.
- (2) Restrictive covenants of record, if any.

Grantor warrants payment of all taxes up to and including the year 1988. Taxes for the year 1989 are the responsibility of Grantees.

TO HAVE AND TO HOLD the above described premises, together with all and singular the rights and appurtenances thereto in anywise belonging unto the said Grantees, their heirs, successors and assigns forever; and Grantors do hereby bind their heirs, successors and assigns to WARRANT AND FOREVER DEFEND all and singular the said premises unto the said Grantees, their heirs, successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

EXECUTED this 22nd day of October, A. D., 1988.



NORMA JEANNE LARSON, Independent
Executrix of the Estate of Maybelle
Carlson Morris, deceased

REAL PROPERTY RECORDS
DAVIS COUNTY, TEXAS

10813 0159

Mailing Address for Grantees:

Norma Jeanne Larson
7513 Chimney Corners
Austin, Texas, 78731

THE STATE OF TEXAS {
COUNTY OF TRAVIS {

THIS INSTRUMENT was acknowledged before me on the
22 day of October, A. D., 1988. by NORMA JEANNE LARSON
Executrix of the Estate of Maybelle Carlson Morris, Deceased.

Emma Davis
Notary Public, State of Texas

My commission expires:

11-5-89

STATE OF TEXAS COUNTY OF BASTROP
I hereby certify that this instrument
was FILED on the date and time stamped
hereon by me, and was duly RECORDED in
the Volume and Page of the named
RECORDS of Bastrop County, Texas, as
Stamped hereon by me on

FILED OCT 27 1988
8:30 a M

Shirley H. Hildeman
COUNTY CLERK
BASTROP COUNTY, TEXAS



NOV 9 1988
Shirley H. Hildeman
COUNTY CLERK
BASTROP COUNTY, TEXAS

REAL PROPERTY RECORDS
BASTROP COUNTY, TEXAS

10813 0160

Any Provision Herein Which Restricts the
Sale, Rental or Use of the Described Real
Property Because of Color or Race is Invalid
And Unenforceable Under Federal Law

EXHIBIT "A"

Dr. S

COMPAKED
RECORDED

J. S. Hansen
at six
to

Alfred Carter

FILED FOR RECORD

at 8 o'clock - minutes 24

Monday Jan. 10, 1923

Signal from O.C.B.C.

by

Dr. S

2.00

9.50

pm 11.50

8-26-23 = 11:30 PM

74-410-411-412

The State of Texas.

County of Bastrop,

KNOW ALL MEN BY THESE PRESENTS:

That we, J. G. Hanson and wife Elo I. Hanson, of the County of Bastrop and State of Texas, for and in consideration of the sum of NINE THOUSAND AND FIVE HUNDRED DOLLARS cash to us paid and to be paid by Alfred Carlson and others as hereinafter set out, the receipt of which we hereby acknowledged, as follows:

TWO HUNDRED DOLLARS in cash, and the balance of NINE THOUSAND AND THREE HUNDRED DOLLARS evidenced by two promissory notes bearing even date herewith, the first note being for the sum of \$6300.00 and the second note being for the sum of \$3000.00, executed by the said Alfred Carlson and the first note due and payable to Ed Pearson or order at Elgin, Texas, on or before six years after date with interest thereon from date until paid at the rate of 6 per cent per annum, all interest payable annually and all past due interest to bear interest at the rate of 10 per cent per annum together with 10 per cent additional on the amount as attorney's fees in case of collection by an attorney or by law or through the probate court, secured by a first and prior lien on the land and premises hereinafter conveyed; as will hereinafter appear, and the second note executed by the said Alfred Carlson and due and payable to John Lindblom or order at Elgin, Texas, on or before three years after date with the same interest and same terms and conditions of the above note, secured by a lien on the land and premises herein conveyed subject to the first and prior lien in favor of the said Ed Pearson above mentioned,

have Granted, Sold and Conveyed and by these presents do

unto the said Alfred Carlson

South 30 degrees West 379 varas to the Northeast line of the land formerly belonging to Texana Standifer at a stake for corner in said line; Thence North 60 degrees West 1340 varas with the said Standifer line to the Southeast corner of the Hunter Hanson tract; Thence North 30 degrees East 379 varas with said Hunter Hanson line to the South line of the John M. Taylor tract; Thence South 60 degrees East with said Taylor and J. G. Hanson home tract to the place of beginning and containing ~~99.96~~ ^(mistake should be 89.96) acres of land according to a survey made by A. H. Carter, Surveyor on December 27th, 1922, which is correct.

TO HAVE AND TO HOLD the above described premises together with, all and singular, the rights and appurtenances thereto in anywise belonging unto the said Alfred Carlson and his heirs and assigns forever.

And we do hereby bind ourselves and our heirs, executors and administrators to Warrant and Forever Defend, all and singular, the said premises unto the said Alfred Carlson and his heirs and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof.

But it is expressly agreed and stipulated that the superior title and vendor's lien is herenow retained against the above described property premises and improvements until the above described notes are fully paid according to their terms and conditions when this deed shall become absolute and this lien shall be released at the cost and expense of grantee.

For and in consideration of the sum of \$6300.00. cash to us paid by Ed Pearson the receipt of which is acknowledged we have caused the first purchase money note above described to be made payable direct to the said Pearson and have and do hereby sell, grant, convey and transfer unto the said Ed Pearson the superior title and resaid land and premises. To have

release from said incumbrance by paying the incident expense.

For and in consideration of the sum of \$3000.00 cash to unpaid by John Lindblom the receipt of which we acknowledge, we have caused the purchase money note second above mentioned to be made payable direct to the said Lindblom and have and do hereby sell, grant, transfer and convey, subject to the first and prior lien above mentioned in favor of the said Ed Pearson, the superior title and vendors lien in and to the land and premises aforesaid as hereinabove retained to secure said indebtedness. To have and to hold the same unto him the said John Lindblom and his heirs and assigns forever subject to the Pearson first and prior lien and also subject to the right of the said Alfred Carlson to pay off and discharge said indebtedness and receive a release from said incumbrance by paying the incidental expense.

Grantee buys subject to the 1923 tax.

Witness our hands at Elgin Texas on this the 2nd, day of January 1923.

J. G. Hanson

Elo I. Hanson

The State of Texas,

County of Bastrop. } Before me, C. W. Webb, a Notary Public
in and for Bastrop County, Texas, on this day personally appeared J. G. Hanson and wife, Elo I. Hanson, both known to me to be the persons whose names are subscribed to the foregoing instrument and acknowledged to me that they, each, executed the same for the purposes and consideration therein expressed.

And the said Elo I. Hanson wife of the said J. G. Hanson, after having been examined by me privily and apart from her husband, and after having the same by me fully explained to her, she, the said

instrument to be her act and deed

wish to retract it.

Given under my hand and seal of office at Elgin, Texas, on
this the 8th, day of January, 1923.

#3204

E. W. Webb
Notary Public in and for Bas-
trop County, Texas.



CLERK OF TEXAS
Court of Bastrop

I, Tignal Jones, Clerk of the County Court in and for said
County and State, do hereby certify that the foregoing instrument of writing dated 2
day of Jan 1923, with its certificate of authentication was filed for record
in my office the 26 day of Jan 1923 at 8 o'clock A.M. and that
records the 26 day of Jan 1923 at 11/2 o'clock P.M. in
Deed Record of said County, in Volume 74 Pages 410-412

Witness my hand and the seal of the County Court of said County, at the City of
Bastrop, Bastrop County, Texas, the day and date last above mentioned.

By _____

Deputy

Tignal Jones Clerk
County Court Bastrop County, Texas

Exhibit "B"

Property Owners:

Norma J. Larson
8107 Greenslope Dr.
Austin, TX 7
512-346-9208

Kelly W. Kastner
P. O. Box 754
McDade, TX 78650
512-925-7500

Sharon Koster
P. O. Box 815456
Dallas, TX 75381

Christa Ziechang
7910 Jester Blvd.
Austin, TX 78750
512-751-4876

Janice Lindell
2405 Mayfield Drive
Round Rock, TX 78681
512-255-6370

Lynda Gregory
P. O. Box 103
Three Rivers, TX 78071
361-786-3342

After recording, please return to:

After recording, please return to:

City of Elgin
City Manager
PO Box 591
Elgin, Texas 78621

STATE OF TEXAS
COUNTY OF BASTROP

§ ANNEXATION DEVELOPMENT
§ AGREEMENT WITH
§ KEITH WILCOX

This is an ANNEXATION DEVELOPMENT AGREEMENT by and between THE CITY OF ELGIN, TEXAS ("City") and Keith Wilcox ("Owner", whether one or more).

WHEREAS, Owner is owner of that certain 7.000 acre tract of land more particularly described in Exhibit "A", attached hereto (the "Property"), and;

WHEREAS, the City intends to annex the property, and;

WHEREAS, pursuant to Sections 43.035 and 212.172 of the Texas Local Government Code, the City and the Owner desire to enter into this Annexation Development Agreement (the "Agreement"); and

WHEREAS, the Owner and the City acknowledge that this agreement is binding upon the City and the Owner and their respective successors and assigns, and;

WHEREAS, this Development Agreement is to be recorded in the Official Records of Bastrop County, Texas

NOW THEREFORE, for and in consideration of the promises and the mutual agreements set forth herein, the City and Owner hereby agree as follows:

A. PURPOSE

The purpose of this Agreement is to comply with all requirements of Sections 43.035 and 212.172 of the Texas Local Government Code pertaining to the annexation of property into the Elgin city limits (or extraterritorial jurisdiction).

B. GENERAL TERMS AND CONDITIONS

1. Both parties agree that in consideration of the mutual promises stated herein, that the Property will not be annexed by the City of Elgin so long as 1) the Property continues to receive an agricultural exemption from the Bastrop County Central Appraisal District, except for existing single-family residential use, and 2) no action is taken by the Owner or his assigns to file a subdivision plat or any related development document regarding the Property. If one or more of the above circumstances occur, the City is authorized to commence proceedings to annex all or some of the Property.

2. As consideration for the City foregoing annexation proceedings as described above, the Owner hereby authorizes the City to enforce all regulations and planning authority of the City, except for any regulations which interfere with Owner's use of the Property for agricultural purposes, wildlife management or timber production.

3. The Owner agrees that the City's AG- Agricultural zoning requirements apply to the Property, and that the Property shall only be used for AG zoning uses. The Owner may continue activities related to AG use, such as firearm use, burning of debris, so long as said activities are related to the AG use.

4. The Owner acknowledges that if Owner or any successor or assign violates any condition of this Agreement, then in addition to the City's other remedies, such act will constitute a petition for voluntary annexation by the Owner, and the Property will be subject to annexation at the direction of the Council. The Owner and any successors or assigns agrees that such annexation shall be voluntary and the Owner hereby consents to such annexation as though a petition for such annexation had been tendered by the Owner, his successors or assigns.

5. Both parties agree that upon annexation of the Property by the City, the City shall, within 30 days of the effective date of the annexation, initiate an initial zoning of the Property conforming to the land use designation for the Property as shown on the most recent amendment of City's Comprehensive Plan.

C. MISCELLANEOUS PROVISIONS

1. Actions Performable. The City and the Owner agree that all actions to be performed under this Agreement are performable in Bastrop County, Texas.

2. Governing Law. The City and Owner agree that this Agreement has been made under the laws of the State of Texas in effect on this date, and that any interpretation of this Agreement at a future date shall be made under the laws of the State of Texas.

3. Severability. If a provision hereof shall be finally declared void or illegal by any court or administrative agency having jurisdiction, the entire Agreement shall not be void; but the remaining provisions shall continue in effect as nearly as possible in accordance with the original intent of the parties.

4. Complete Agreement. This Agreement represents a complete agreement of the parties and supersedes all prior written and oral matters related to this agreement. Any amendment to this Agreement must be in writing and signed by all parties. This Agreement runs with the land and shall bind the Property for a term of fifteen years, unless amended by the parties.

5. Exhibits. All exhibits attached to this Agreement are incorporated by reference and expressly made part of this Agreement as if copied verbatim.

6. Notice. All notices, requests or other communications required or permitted by this Agreement shall be in writing and shall be sent by (i) telecopy, with the original delivered by hand or overnight carrier, (ii) by overnight courier or hand delivery, or (iii) certified mail, postage prepaid, return receipt requested, and addressed to the parties at the following addresses:

City of Elgin
City Manager
PO Box 591
Elgin, Texas 78621
Bastrop County

Property Owner:

Keith Wilcox
1287 FM 1704
Elgin, TX 78621

512-281-4936
Telephone Number

7. Force Majeure. Owner and the City agree that the obligations of each party shall be subject to force majeure events such as natural calamity, fire or strike or inclement weather.
8. Conveyance of Property. Any person who sells or conveys any portion of the Property shall, prior to such sale or conveyance, give written notice of this Agreement to the prospective purchaser or grantee, and shall give written notice of the sale or conveyance to the City.
9. Continuity. This Agreement shall run with the Property and be binding on all successors and grantees of Owner.
10. Survival after Termination. This Agreement shall survive termination to the extent necessary to allow the City to implement the provisions of Section 4, above.
11. Signature Warranty Clause. The signatories to this Agreement represent and warrant that they have the authority to execute this Agreement on behalf of the City and Owner, respectively.

SIGNED as of this ____ day of _____, 20__.

CITY OF ELGIN, TEXAS

Kerry Lacy
City Manager, City of Elgin, Texas

THE STATE OF TEXAS }

COUNTY OF BASTROP }

This instrument was acknowledged before me on the _____ day of _____, 20____,
by Kerry Lacy, City Manager, City of Elgin, Texas.

Notary Public, State of Texas

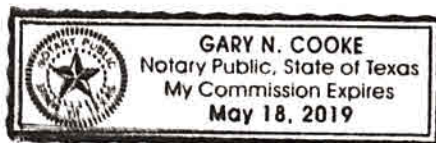
OWNER

Keith Wilcox
Keith Wilcox

THE STATE OF TEXAS }

COUNTY OF BASTROP }

This instrument was acknowledged before me on the 6th day of NOVEMBER, 20 15,
by Keith Wilcox, Owner.



G. Cooke
Notary Public, State of Texas

EXHIBIT "A"

VOL 0889 PAGE 679

OFFICIAL RECORDS

743

SPECIAL CASH WARRANTY DEED

Date: December 1, 1997

Grantor: LINDA WILCOX

Grantor's Mailing Address (including county):

LINDA WILCOX
295 C.R. 214
Liberty Hill, Texas 78642
Williamson County

Grantee: KEITH WILCOX

Grantee's Mailing Address (including county):

KEITH WILCOX
P.O. Box 953
Elgin, Texas 78621
Bastrop County

Consideration: TEN AND NO/100 DOLLARS and other good and valuable consideration.

Property (including any improvements):

BEING 7 acres of land, more or less, in the THOMAS GARRETSON SURVEY, Bastrop County, Texas, being more fully described by metes and bounds in Exhibit "A" attached hereto and incorporated herein for all pertinent purposes.

Reservations From and Exceptions to Conveyance and Warranty:

Easements, rights-of-way, and prescriptive rights, whether of record or not; all presently recorded instruments, other than liens and conveyances, that affect the property; taxes for the current year, the payment of which Grantee assumes.

Grantor, for the consideration, receipt of which is acknowledged, and subject to the reservations from and exceptions to conveyance and warranty, grants, sells and conveys to Grantee the property, together with all and singular the rights and appurtenances thereto in any wise belonging, to have and hold it to Grantee, Grantee's heirs, executor, administrators, successors or assigns forever. Grantor binds Grantor and Grantor's heirs, executors, administrators and successors to warrant and forever defend all and singular the property to Grantee and Grantee's heirs, executors, administrators, successors and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof, except as to the reservations from and exceptions to conveyance and

warranty, when the claim is by, through or under Grantor, but not otherwise. This conveyance is made in accordance with the Decree of Divorce entered in Cause No. 96-4044, County Court at Law, Bastrop County, Texas.

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

Linda Wilcox
LINDA WILCOX

ACKNOWLEDGMENT

STATE OF TEXAS

COUNTY OF WILLIAMSON

§
§
§

This instrument was acknowledged before me on Dec 3 1997, by LINDA WILCOX.



NOTARY SEAL

Stacy Kreiling
Notary Public, State of Texas

PREPARED IN THE OFFICE OF:

Paul Standefer
1009 Main Street, Ste. 1
Bastrop, Texas 78602

AFTER RECORDING RETURN TO:

Keith Wilcox
P.O. Box 953
Elgin, Texas 78621

DALE L. OLSON
Registered Public Surveyor
(512) 321-6476

Bastrop, Texas 78002

FIELD NOTES FOR A 7.000 ACRE TRACT OUT OF A 15.02 ACRE TRACT IN THE THOMAS GARRETTSON SURVEY IN BASTROP COUNTY, TEXAS.

Being a 7.000 acre tract, lot or parcel of land out of and being a part of the THOMAS GARRETTSON SURVEY in Bastrop County, Texas and being a part of that certain 15.02 acre tract described in a deed from Tom Mendez and wife, Amelia Mendez to Fahim Elmargia, dated October 21, 1980, recorded in Vol. 291, Pg. 809, Bastrop County Deed Records. Said 15.02 acre tract being described in a deed from Sammy L. Condon, et ux, to Tom Mendez, et ux, dated December 7, 1977, recorded in Vol. 258, Pg. 533, Bastrop County Deed Records. Herein described 7.000 acre tract or parcel being more particularly described by metes and bounds as follows:

BEGINNING at an iron rod found at a fence corner in the east line of FM 1704, the southwest corner of the before mentioned 15.02 acre tract, for the southwest corner of this tract.

THENCE with the east line of FM 1704, the west line of the said 15.02 acre tract, N 30° 00' 00" E, 373.20 feet to an iron rod set for the northwest corner of this tract.

THENCE S 60° 00' 00" E, 716.82 feet to an iron rod set in the west line of the M.K. & T. Railroad, the east line of the said 15.02 acre tract, for the northeast corner of this tract.

THENCE with the west line of the M.K. & T. Railroad, the east line of the said 15.02 acre tract, S 2° 04' 00" W, 423.62 feet to an iron rod found at a fence corner, the southeast corner of the said 15.02 acre tract, for the southeast corner of this tract.

THENCE with the south line of the said 15.02 acre tract, N 60° 04' 00" W, 915.26 feet to the POINT OF BEGINNING, containing 7.000 acres of land.

Dale L. Olson

Dale L. Olson
Registered Public Surveyor
Reg. No. 1753



COUNTY CLERK'S MEMO
PORTIONS OF THIS
DOCUMENT NOT
REPRODUCIBLE
WHEN RECORDED

FILED JAN 26 1998

8:30 A M

Shirley Mitchell

COUNTY CLERK
BASTROP COUNTY, TEXAS

STATE OF TEXAS COUNTY OF BASTROP
I hereby certify that this instrument
was filed on the date and time stamped
hereon by me, and was duly RECORDED, in
the Volume and Page of the named
RECORDS of Bastrop County, Texas, as
Stamped hereon by me on



FEB 04 1998

Shirley Mitchell

COUNTY CLERK
BASTROP COUNTY, TEXAS

After recording, please return to:

City of Elgin
City Manager
PO Box 591
Elgin, Texas 78621

STATE OF TEXAS
COUNTY OF BASTROP

§ ANNEXATION DEVELOPMENT
§ AGREEMENT WITH
§ WILBERT G & DORIS R GEORGE

This is an ANNEXATION DEVELOPMENT AGREEMENT by and between THE CITY OF ELGIN, TEXAS ("City") and Wilbert G & Doris R George ("Owner", whether one or more).

WHEREAS, Owner is owner of that certain 15.1500 acre tract of land more particularly described in Exhibit "A", attached hereto (the "Property"), and;

WHEREAS, the City intends to annex the property, and;

WHEREAS, pursuant to Sections 43.035 and 212.172 of the Texas Local Government Code, the City and the Owner desire to enter into this Annexation Development Agreement (the "Agreement"); and

WHEREAS, the Owner and the City acknowledge that this agreement is binding upon the City and the Owner and their respective successors and assigns, and;

WHEREAS, this Development Agreement is to be recorded in the Official Records of Bastrop County, Texas

NOW THEREFORE, for and in consideration of the promises and the mutual agreements set forth herein, the City and Owner hereby agree as follows:

A. PURPOSE

The purpose of this Agreement is to comply with all requirements of Sections 43.035 and 212.172 of the Texas Local Government Code pertaining to the annexation of property into the Elgin city limits (or extraterritorial jurisdiction).

B. GENERAL TERMS AND CONDITIONS

1. Both parties agree that in consideration of the mutual promises stated herein, that the Property will not be annexed by the City of Elgin so long as 1) the Property continues to receive an agricultural exemption from the Bastrop County Central Appraisal District, except for existing single-family residential use, and 2) no action is taken by the Owner or his assigns to file a subdivision plat or any related development document regarding the Property. If one or more of the above circumstances occur, the City is authorized to commence proceedings to annex all or some of the Property.

2. As consideration for the City foregoing annexation proceedings as described above, the Owner hereby authorizes the City to enforce all regulations and planning authority

of the City, except for any regulations which interfere with Owner's use of the Property for agricultural purposes, wildlife management or timber production.

3. The Owner agrees that the City's AG- Agricultural zoning requirements apply to the Property, and that the Property shall only be used for AG zoning uses. The Owner may continue activities related to AG use, such as firearm use, burning of debris, so long as said activities are related to the AG use.

4. The Owner acknowledges that if Owner or any successor or assign violates any condition of this Agreement, then in addition to the City's other remedies, such act will constitute a petition for voluntary annexation by the Owner, and the Property will be subject to annexation at the direction of the Council. The Owner and any successors or assigns agrees that such annexation shall be voluntary and the Owner hereby consents to such annexation as though a petition for such annexation had been tendered by the Owner, his successors or assigns.

5. Both parties agree that upon annexation of the Property by the City, the City shall, within 30 days of the effective date of the annexation, initiate an initial zoning of the Property conforming to the land use designation for the Property as shown on the most recent amendment of City's Comprehensive Plan.

C. MISCELLANEOUS PROVISIONS

1. Actions Performable. The City and the Owner agree that all actions to be performed under this Agreement are performable in Bastrop County, Texas.

2. Governing Law. The City and Owner agree that this Agreement has been made under the laws of the State of Texas in effect on this date, and that any interpretation of this Agreement at a future date shall be made under the laws of the State of Texas.

3. Severability. If a provision hereof shall be finally declared void or illegal by any court or administrative agency having jurisdiction, the entire Agreement shall not be void; but the remaining provisions shall continue in effect as nearly as possible in accordance with the original intent of the parties.

4. Complete Agreement. This Agreement represents a complete agreement of the parties and supersedes all prior written and oral matters related to this agreement. Any amendment to this Agreement must be in writing and signed by all parties. This Agreement runs with the land and shall bind the Property for a term of fifteen years, unless amended by the parties.

5. Exhibits. All exhibits attached to this Agreement are incorporated by reference and expressly made part of this Agreement as if copied verbatim.

6. Notice. All notices, requests or other communications required or permitted by this Agreement shall be in writing and shall be sent by (i) telecopy, with the original delivered by hand or overnight carrier, (ii) by overnight courier or hand delivery, or (iii)

certified mail, postage prepaid, return receipt requested, and addressed to the parties at the following addresses:

City of Elgin
City Manager
PO Box 591
Elgin, Texas 78621
Bastrop County

Property Owner:

Wilbert G & Doris R George

1313 FM 1704

Elgin, TX 78621-5540

(512) 281-2568

Telephone Number

7. Force Majeure. Owner and the City agree that the obligations of each party shall be subject to force majeure events such as natural calamity, fire or strike or inclement weather.

8. Conveyance of Property. Any person who sells or conveys any portion of the Property shall, prior to such sale or conveyance, give written notice of this Agreement to the prospective purchaser or grantee, and shall give written notice of the sale or conveyance to the City.

9. Continuity. This Agreement shall run with the Property and be binding on all successors and grantees of Owner.

10. Survival after Termination. This Agreement shall survive termination to the extent necessary to allow the City to implement the provisions of Section 4, above.

11. Signature Warranty Clause. The signatories to this Agreement represent and warrant that they have the authority to execute this Agreement on behalf of the City and Owner, respectively.

SIGNED as of this ____ day of _____, 20__.

CITY OF ELGIN, TEXAS

Kerry Lacy
City Manager, City of Elgin, Texas

THE STATE OF TEXAS }

COUNTY OF BASTROP }

This instrument was acknowledged before me on the _____ day of _____, 20____,
by Kerry Lacy, City Manager, City of Elgin, Texas.

Notary Public, State of Texas

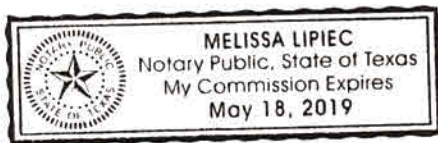
OWNER

Wilbert G. George
Wilbert G George
Doris R. George
Doris R George

THE STATE OF TEXAS }

COUNTY OF BASTROP }

This instrument was acknowledged before me on the 16th day of NOVEMBER, 2015,
by WILBERT G. GEORGE, and DORIS R. GEORGE Owners.



Melissa Lipiec
Notary Public, State of Texas

EXHIBIT "A"

OFFICIAL RECORDS

7008

VOL 682 PAGE 426

GENERAL WARRANTY DEED

THE STATE OF TEXAS

§

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF BASTROP

§

That we, **CARTHON PARIS PHILLIPS** and wife, **DORIS W. PHILLIPS**, of Bexar County, Texas, for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable consideration to us in hand paid by **WILBERT G. GEORGE** and wife, **DORIS R. GEORGE**, of Bastrop County, Texas, the receipt and sufficiency of which consideration is hereby acknowledged and confessed, no part of which consideration is secured by a lien, either expressed or implied, have GRANTED, SOLD AND CONVEYED, and by these presents do GRANT, SELL and CONVEY, subject to the exceptions, reservations and restrictions hereinafter stated, unto the said **WILBERT G. GEORGE** and wife, **DORIS R. GEORGE**, the following described real property, including all improvements situated thereon, in Bastrop County, Texas, to-wit:

Being 15.15 acres of land, more or less, out of and a part of the **THOMAS GARRETSON SURVEY, Abstract No. 178**, Bastrop County, Texas, said 15.15 acre tract being more particularly described by metes and bounds on Exhibit "A" attached hereto and made a part hereof for all purposes.

EXCEPTIONS:

This conveyance is made and accepted subject to the following matters, to the extent same are in effect at this time:

1. Waterline easement dated September 18, 1969, from Mrs. H. H. Meeks to Aqua Water Supply Corp., Inc., recorded in Volume 195, Page 99, Deed Records of Bastrop County, Texas.
2. Reservation of an undivided one-half (1/2) of all oil, gas, coal, lignite and other minerals in, on and under the subject property, together with all other rights as described in deed dated April 4, 1980, from Sammy Leon Condon to Veterans Land Board of the State of Texas, recorded in Volume 288, Page 366, Deed Records of Bastrop County, Texas.
3. Oil, Gas and Mineral Lease Lease dated February 17, 1982, from Sammy L. Condon to Enserch Exploration, Inc., having a primary term of three (3) years, recorded in Volume 124, Page 764, Oil Lease Records of Bastrop County, Texas.
4. Any visible and apparent roadway or easement over or across the subject property, the existence of which does not appear of record.

TO HAVE AND TO HOLD the above described premises, together with all and singular the rights and appurtenances thereto in anywise belonging, unto the said grantees, their heirs and assigns forever; and grantors do hereby bind themselves, their heirs, executors and administrators to WARRANT AND FOREVER DEFEND all and singular the said premises unto the said grantees, their heirs and assigns, subject however as aforesaid, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

EXECUTED this 4th day of October, 1993.

Carthon Paris Phillips
CARTHON PARIS PHILLIPS

Doris W. Phillips
DORIS W. PHILLIPS

opd\do2\dlr1\phl5008.ded
bae gl#93-1720

Vol. 682 p. 428

THE RIPPY SURVEYING COMPANY

Vol. 286 p. 388

P.O. BOX 10400
AUSTIN, TEXAS 78760
552-0110

CLINTON P. RIPPY
Surveyor & Engineer
Professional Public Surveyor

FIELD NOTES describing 15.15 acres of land out of and part of the Thomas Garrettsen Original Survey, situated in Bastrop County, Texas, said 15.15 acre tract being more particularly described as being the south portion of that certain 30.17 acre tract of land conveyed to E. M. Hanks by deed of record in Volume 83, Pages 219-220 of the Bastrop County, Texas, deed records, said 15.15 acres being more fully described by notes and bounds as follows:

BEGINNING at an iron stake found in the West Right-of-way line of Farm-to-Market Highway No. 1704, said iron stake being in the south line of said 30.17 acre tract and being the southwest corner of the 15.15 acre tract herein described;

THENCE with the fence along the south line of said 30.17 acre tract S 60°-04' E 1381.4 feet to a steel pin found on the west line of the M. & T. Railroad right-of-way line for the southwest corner of this survey;

THENCE with the west line of said Railroad Right-of-way line the following bearings and courses:

1. N 16°-15' W 152.3 feet;
2. N 43°-37' W 95.0 feet;
3. N 89°-26' W 143.0 feet;
4. N 05°-51' W 218.0 feet;
5. N 00°-24' W 118.0 feet;
6. N 02°-04' E 27.0 feet to a steel pin set for the northeast corner of this survey;

THENCE with the north line of this survey N 59°-36' W 915.26 feet to a steel pin set in the east right-of-way line of said Farm-to-Market Highway No. 1704 for the northwest corner of this survey;

THENCE with the east line of said Highway S 30°-00' W 590.00 feet to the place of beginning, containing 15.15 acres of land.

Note: This property is subject to a possible roadway easement across the south end.

I hereby certify that the foregoing notes represent the results of a survey made on the ground under my supervision according to law, they are true and correct to the best of my ability, this the 13th day of November, 1979.

STATE OF TEXAS
COUNTY OF BASTROP
I hereby certify that this instrument was FILED on the 5th day of October 1979 at 4:00 P.M. in the Volume and Page of the County Deed Records of Bastrop County, Texas, as Stamped hereon by me on
OCT 5 1979
COUNTY CLERK
BASTROP COUNTY, TEXAS

CLINTON P. RIPPY
REGISTERED PUBLIC SURVEYOR
NUMBER 1453

STATE OF TEXAS
COUNTY OF BASTROP
I hereby certify that this instrument was FILED on the date and time stamped hereon by me, and was duly RECORDED, in the Volume and Page of the County Deed Records of Bastrop County, Texas, as Stamped hereon by me on
OCT 11 1979
COUNTY CLERK
BASTROP COUNTY, TEXAS

COUNTY CLERK'S MEMO
PORTIONS OF THIS
DOCUMENT NOT
REPRODUCIBLE
WHEN RECORDED

After recording, please return to:

City of Elgin
City Manager
PO Box 591
Elgin, Texas 78621

STATE OF TEXAS
COUNTY OF BASTROP

§ ANNEXATION DEVELOPMENT
§ AGREEMENT WITH
§ Gordon R. & Phylis Davis Molina

This is an ANNEXATION DEVELOPMENT AGREEMENT by and between THE CITY OF ELGIN, TEXAS ("City") and Gordon R. & Phylis Davis Molina ("Owner", whether one or more).

WHEREAS, Owner is owner of that certain 13.570 acre tract of land more particularly described in Exhibit "A", attached hereto (the "Property"), and;

WHEREAS, the City intends to annex the property, and;

WHEREAS, pursuant to Sections 43.035 and 212.172 of the Texas Local Government Code, the City and the Owner desire to enter into this Annexation Development Agreement (the "Agreement"); and

WHEREAS, the Owner and the City acknowledge that this agreement is binding upon the City and the Owner and their respective successors and assigns, and;

WHEREAS, this Development Agreement is to be recorded in the Official Records of Bastrop County, Texas

NOW THEREFORE, for and in consideration of the promises and the mutual agreements set forth herein, the City and Owner hereby agree as follows:

A. PURPOSE

The purpose of this Agreement is to comply with all requirements of Sections 43.035 and 212.172 of the Texas Local Government Code pertaining to the annexation of property into the Elgin city limits (or extraterritorial jurisdiction).

B. GENERAL TERMS AND CONDITIONS

1. Both parties agree that in consideration of the mutual promises stated herein, that the Property will not be annexed by the City of Elgin so long as 1) the Property continues to receive an agricultural exemption from the Bastrop County Central Appraisal District, except for existing single-family residential use, and 2) no action is taken by the Owner or his assigns to file a subdivision plat or any related development document regarding the Property. If one or more of the above circumstances occur, the City is authorized to commence proceedings to annex all or some of the Property.

2. As consideration for the City foregoing annexation proceedings as described above, the Owner hereby authorizes the City to enforce all regulations and planning authority

of the City, except for any regulations which interfere with Owner's use of the Property for agricultural purposes, wildlife management or timber production.

3. The Owner agrees that the City's AG- Agricultural zoning requirements apply to the Property, and that the Property shall only be used for AG zoning uses. The Owner may continue activities related to AG use, such as firearm use, burning of debris, so long as said activities are related to the AG use.

4. The Owner acknowledges that if Owner or any successor or assign violates any condition of this Agreement, then in addition to the City's other remedies, such act will constitute a petition for voluntary annexation by the Owner, and the Property will be subject to annexation at the direction of the Council. The Owner and any successors or assigns agrees that such annexation shall be voluntary and the Owner hereby consents to such annexation as though a petition for such annexation had been tendered by the Owner, his successors or assigns.

5. Both parties agree that upon annexation of the Property by the City, the City shall, within 30 days of the effective date of the annexation, initiate an initial zoning of the Property conforming to the land use designation for the Property as shown on the most recent amendment of City's Comprehensive Plan.

C. MISCELLANEOUS PROVISIONS

1. Actions Performable. The City and the Owner agree that all actions to be performed under this Agreement are performable in Bastrop County, Texas.

2. Governing Law. The City and Owner agree that this Agreement has been made under the laws of the State of Texas in effect on this date, and that any interpretation of this Agreement at a future date shall be made under the laws of the State of Texas.

3. Severability. If a provision hereof shall be finally declared void or illegal by any court or administrative agency having jurisdiction, the entire Agreement shall not be void; but the remaining provisions shall continue in effect as nearly as possible in accordance with the original intent of the parties.

4. Complete Agreement. This Agreement represents a complete agreement of the parties and supersedes all prior written and oral matters related to this agreement. Any amendment to this Agreement must be in writing and signed by all parties. This Agreement runs with the land and shall bind the Property for a term of fifteen years, unless amended by the parties.

5. Exhibits. All exhibits attached to this Agreement are incorporated by reference and expressly made part of this Agreement as if copied verbatim.

6. Notice. All notices, requests or other communications required or permitted by this Agreement shall be in writing and shall be sent by (i) telecopy, with the original delivered by hand or overnight carrier, (ii) by overnight courier or hand delivery, or (iii)

certified mail, postage prepaid, return receipt requested, and addressed to the parties at the following addresses:

City of Elgin
City Manager
PO Box 591
Elgin, Texas 78621
Bastrop County

Property Owner:

Gordon and Phyllis Molina
P.O. Box 1307
Elgin, TX 78621
(512) 658-4167
Telephone Number

7. Force Majeure. Owner and the City agree that the obligations of each party shall be subject to force majeure events such as natural calamity, fire or strike or inclement weather.

8. Conveyance of Property. Any person who sells or conveys any portion of the Property shall, prior to such sale or conveyance, give written notice of this Agreement to the prospective purchaser or grantee, and shall give written notice of the sale or conveyance to the City.

9. Continuity. This Agreement shall run with the Property and be binding on all successors and grantees of Owner.

10. Survival after Termination. This Agreement shall survive termination to the extent necessary to allow the City to implement the provisions of Section 4, above.

11. Signature Warranty Clause. The signatories to this Agreement represent and warrant that they have the authority to execute this Agreement on behalf of the City and Owner, respectively.

SIGNED as of this ____ day of _____, 20__.

CITY OF ELGIN, TEXAS

Kerry Lacy
City Manager, City of Elgin, Texas

THE STATE OF TEXAS }

COUNTY OF BASTROP }

This instrument was acknowledged before me on the _____ day of _____, 20____,
by Kerry Lacy, City Manager, City of Elgin, Texas.

Notary Public, State of Texas

OWNER

Gordon R. Molina

Gordon R. Molina

Phylis D. Molina

Phylis Davis Molina

THE STATE OF TEXAS }

COUNTY OF BASTROP }

This instrument was acknowledged before me on the 24th day of NOVEMBER, 2015,
by Gordon R. Molina, and Phylis Davis Molina, Owners.



Melissa Lipiec
Notary Public, State of Texas

VOL 1163 PAGE 610

GENERAL WARRANTY DEED

STATE OF TEXAS, *
 COUNTY OF BASTROP. * **KNOW ALL MEN BY THESE PRESENTS:**

That, IRENE RODRIGUEZ CORONA, being one and the same person formerly known as Irene Rodriguez, joined herein by her husband, JUAN CORONA, hereinafter referred to as GRANTORS, for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00), and other good and valuable cash consideration to us in hand paid by GORDON R. MOLINA and PHYLIS DAVIS MOLINA, hereinafter referred to as GRANTEE, the receipt of all of which is hereby acknowledged and confessed, no part of which consideration is secured by a lien either expressed or implied, have Granted, Sold and Conveyed and by these presents do Grant, Sell and Convey unto the said GRANTEE, the following described real property, together with any improvements situated thereon, subject to a life estate reserved for Grantors, to-wit:

Being 13.57 acres of land in the Richard Young Survey, in Bastrop County, Texas, described as follows:

Beginning at an iron stake set at the intersection of the East R.O.W. line of FM. Highway #1704 and the South line of a gravel lane, being the occupied Northwest corner of that certain 25 acre tract conveyed to M. A. Rodriguez, et.ux., by deed recorded in Volume 119, Page 573 of the Deed Records of Bastrop County, Texas, for the Northwest corner of the tract herein described;

THENCE with the fence along the South line of the said land and the occupied North line of the said Rodriguez 25 acres, S. 59 deg. 18' E. 979.49 ft. to an iron stake found at fence corner post at the occupied Northeast corner of the said Rodriguez 25 acres, S. 31 deg. 09' W. 1076.91 ft. to an iron stake found at fence corner post at the Southeast corner of this tract;

THENCE with the fence along the occupied South line of the said M. A. Rodriguez 25 acres, N. 62 deg. 31' W. 417.57 ft. to an iron stake set for the most Southerly Southwest corner of this tract;

THENCE N. 31 deg. 09' E. 855.76 ft. to an iron stake set for the "L" corner of this tract;

THENCE N. 59 deg. 18' W. 559.96 ft. to an iron stake set in the East R.O.W. line of the said FM. Highway #1704 and the West line of the said Rodriguez 25 acres, for the most Northerly Southwest corner at this tract;

THENCE with the East R.O.W. line of the said highway and the West line of the said 25 acre tract, N. 30 deg. 30' E. 244.59 ft. to the place of beginning, containing 13.57 acres of land;

The above and foregoing is the same land and premises partitioned to Irene Rodriguez in Partition Deed dated 1973 from Eugenio Rodriguez, et.al., recorded in Vol. 216, Pages 286-289, Deed Records, Bastrop County, Texas.

EXCEPT, however, that the Grantors herein **RESERVE**, and it is expressly agreed that they should have, for themselves and their assigns, the full possession, benefit and use of the above described premises, as well as the rents, revenues and profits, for and during each of their natural lives.

This conveyance is expressly made and accepted subject to any and all mineral and royalty reservations and leases, covenants, conditions, restrictions, easements, plats and all other conditions

of record, if any, applicable to and enforceable against the above described property as reflected by the records of the County Clerk of Bastrop County, Texas, to the extent and only to the extent the same are valid and subsisting, and subject to any apparent easement not recorded of record and applicable to such property.

TO HAVE AND TO HOLD the above described premises, subject to the reservations from and exceptions to conveyance and warranty, together with all and singular the rights and appurtenances thereto in anywise belonging unto the said GRANTEES, their heirs and assigns forever; and GRANTORS do hereby bind themselves, their heirs, and assigns, to warrant and forever defend, all and singular the said premises unto the said GRANTEES, their heirs and assigns, against every person whomsoever claiming or to claim the same, or any part thereof, except as to the reservations from and exceptions to conveyance and warranty.

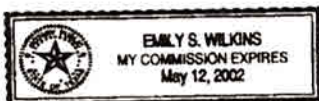
EXECUTED this 19th day of September, 2001.

Irene Rodriguez Corona
 IRENE RODRIGUEZ CORONA f/k/a
 IRENE RODRIGUEZ

Juan Corona
 JUAN CORONA

STATE OF TEXAS, *
 *
 COUNTY OF BASTROP. *

THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME on this the 19th day of SEPTEMBER, 2001, by IRENE RODRIGUEZ CORONA, f/k/a IRENE RODRIGUEZ, and husband, JUAN CORONA.



Emily S. Wilkins
 NOTARY PUBLIC STATE OF TEXAS

FILED AND RECORDED
 OFFICIAL PUBLIC RECORDS

Shirley Wilhelm
 2001 SEP 19 02:36 PM 200113307
 KRISTAB \$11.00
 Shirley Wilhelm, COUNTY CLERK
 BASTROP COUNTY, TEXAS

After recording, please return to:

City of Elgin
City Manager
PO Box 591
Elgin, Texas 78621

STATE OF TEXAS
COUNTY OF BASTROP

§ ANNEXATION DEVELOPMENT
§ AGREEMENT WITH
§ SHIRLEY MCVAY

This is an ANNEXATION DEVELOPMENT AGREEMENT by and between THE CITY OF ELGIN, TEXAS ("City") and Shirley McVay ("Owner", whether one or more).

WHEREAS, Owner is owner of that certain 89.602 acre tract of land more particularly described in Exhibit "A", attached hereto (the "Property"), and;

WHEREAS, the City intends to annex the property, and;

WHEREAS, pursuant to Sections 43.035 and 212.172 of the Texas Local Government Code, the City and the Owner desire to enter into this Annexation Development Agreement (the "Agreement"); and

WHEREAS, the Owner and the City acknowledge that this agreement is binding upon the City and the Owner and their respective successors and assigns, and;

WHEREAS, this Development Agreement is to be recorded in the Official Records of Bastrop County, Texas

NOW THEREFORE, for and in consideration of the promises and the mutual agreements set forth herein, the City and Owner hereby agree as follows:

A. PURPOSE

The purpose of this Agreement is to comply with all requirements of Sections 43.035 and 212.172 of the Texas Local Government Code pertaining to the annexation of property into the Elgin city limits (or extraterritorial jurisdiction).

B. GENERAL TERMS AND CONDITIONS

1. Both parties agree that in consideration of the mutual promises stated herein, that the Property will not be annexed by the City of Elgin so long as 1) the Property continues to receive an agricultural exemption from the Bastrop County Central Appraisal District, except for existing single-family residential use, and 2) no action is taken by the Owner or his assigns to file a subdivision plat or any related development document regarding the Property. If one or more of the above circumstances occur, the City is authorized to commence proceedings to annex all or some of the Property.

2. As consideration for the City foregoing annexation proceedings as described above, the Owner hereby authorizes the City to enforce all regulations and planning authority of the City, except for any regulations which interfere with Owner's use of the Property for agricultural purposes, wildlife management or timber production.

3. The Owner agrees that the City's AG- Agricultural zoning requirements apply to the Property, and that the Property shall only be used for AG zoning uses. The Owner may continue activities related to AG use, such as firearm use, burning of debris, so long as said activities are related to the AG use.

4. The Owner acknowledges that if Owner or any successor or assign violates any condition of this Agreement, then in addition to the City's other remedies, such act will constitute a petition for voluntary annexation by the Owner, and the Property will be subject to annexation at the direction of the Council. The Owner and any successors or assigns agrees that such annexation shall be voluntary and the Owner hereby consents to such annexation as though a petition for such annexation had been tendered by the Owner, his successors or assigns.

5. Both parties agree that upon annexation of the Property by the City, the City shall, within 30 days of the effective date of the annexation, initiate an initial zoning of the Property conforming to the land use designation for the Property as shown on the most recent amendment of City's Comprehensive Plan.

C. MISCELLANEOUS PROVISIONS

1. Actions Performable. The City and the Owner agree that all actions to be performed under this Agreement are performable in Bastrop County, Texas.

2. Governing Law. The City and Owner agree that this Agreement has been made under the laws of the State of Texas in effect on this date, and that any interpretation of this Agreement at a future date shall be made under the laws of the State of Texas.

3. Severability. If a provision hereof shall be finally declared void or illegal by any court or administrative agency having jurisdiction, the entire Agreement shall not be void; but the remaining provisions shall continue in effect as nearly as possible in accordance with the original intent of the parties.

4. Complete Agreement. This Agreement represents a complete agreement of the parties and supersedes all prior written and oral matters related to this agreement. Any amendment to this Agreement must be in writing and signed by all parties. This Agreement runs with the land and shall bind the Property for a term of fifteen years, unless amended by the parties.

5. Exhibits. All exhibits attached to this Agreement are incorporated by reference and expressly made part of this Agreement as if copied verbatim.

6. Notice. All notices, requests or other communications required or permitted by this Agreement shall be in writing and shall be sent by (i) telecopy, with the original delivered by hand or overnight carrier, (ii) by overnight courier or hand delivery, or (iii) certified mail, postage prepaid, return receipt requested, and addressed to the parties at the following addresses:

City of Elgin
City Manager
PO Box 591
Elgin, Texas 78621
Bastrop County

Property Owner:

Shirley McVay
232 McVay Lane
Elgin, TX 78621

(512) 285-4810
Telephone Number

7. Force Majeure. Owner and the City agree that the obligations of each party shall be subject to force majeure events such as natural calamity, fire or strike or inclement weather.

8. Conveyance of Property. Any person who sells or conveys any portion of the Property shall, prior to such sale or conveyance, give written notice of this Agreement to the prospective purchaser or grantee, and shall give written notice of the sale or conveyance to the City.

9. Continuity. This Agreement shall run with the Property and be binding on all successors and grantees of Owner.

10. Survival after Termination. This Agreement shall survive termination to the extent necessary to allow the City to implement the provisions of Section 4, above.

11. Signature Warranty Clause. The signatories to this Agreement represent and warrant that they have the authority to execute this Agreement on behalf of the City and Owner, respectively.

SIGNED as of this 3rd day of November, 2015.

CITY OF ELGIN, TEXAS

Kerry Lacy
City Manager, City of Elgin, Texas

THE STATE OF TEXAS }

COUNTY OF BASTROP }

This instrument was acknowledged before me on the _____ day of _____, 20____,
by Kerry Lacy, City Manager, City of Elgin, Texas.

Notary Public, State of Texas

OWNER

Shirley McVay
Shirley McVay

THE STATE OF TEXAS }

COUNTY OF BASTROP }

This instrument was acknowledged before me on the 30 day of November, 2012,
by Shirley McVay, Owner.

Sheri Mackillop
Notary Public, State of Texas



WARRANTY DEED WITH VENDOR'S LIEN

THE STATE OF TEXAS §
 § KNOW ALL MEN BY THESE PRESENTS:
 COUNTY OF BASTROP §

That we, J. W. DRISKELL, also known as JEWELL WYATT DRISKELL and wife, ANNIE RUTH DRISKELL, of Bastrop County, Texas, by and through our attorney-in-fact, ARTHUR JOSEPH DRISKELL, for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) and other valuable consideration to the undersigned paid by grantees herein named, the receipt of which is hereby acknowledged, and the further consideration of the execution and delivery by grantees of their one certain promissory note of even date herewith, in the principal sum of ONE HUNDRED TWENTY THOUSAND AND NO/100 DOLLARS (\$120,000.00)), payable to the order of ELGIN BANK OF TEXAS, at its office in Elgin, Bastrop County, Texas, as therein provided and bearing interest at the rates therein specified and providing for acceleration of maturity in event of default and for attorney's fees, the payment of which note is secured by a vendor's lien herein retained, and is additionally secured by a deed of trust of even date herewith to DONALD O. HARVICK, Trustee, have GRANTED, SOLD AND CONVEYED, and by these presents do GRANT, SELL AND CONVEY unto HAROLD GENE McVAY and wife, SHIRLEY J. McVAY, of Bastrop County, Texas, subject to any reservations and restrictions listed herein, all of the following described real property, together with all improvements situated thereon, in Bastrop County, Texas, to-wit:

Being 109.602 acres of land, more or less, out of and a part of the RICHARD YOUNG SURVEY, Abstract No. 373, Bastrop County, Texas, said 109.602 acre tract being more particularly described by metes and bounds on Exhibit "A" attached hereto and made a part hereof for all purposes.

EXCEPTIONS:

This conveyance is made and accepted subject to the following matters, to the extent same are in effect at this time:

1. Electric transmission and/or distribution lines easement granted to Southwestern Bell Telephone Company, recorded in Volume 106, Page 256, Deed Records of Bastrop County, Texas.
2. Electric transmission and/or distribution lines easement granted to Southwestern Bell Telephone Company, recorded in Volume 110, Page 639, Deed Records of Bastrop County, Texas.
3. Electric transmission and/or distribution lines easement granted to Lower Colorado River Authority, recorded in Volume 199, Page 33, Deed Records of Bastrop County, Texas.
4. One-sixteenth (1/16th) interest in and to all oil, gas and other minerals, in, on, under or that may be produced from the herein described property, reserve in deed executed by T. B. Taylor and Pauline E. Taylor to David Scroggins, dated November 4, 1942, recorded in Volume 109, Page 584, Deed Records of Bastrop County, Texas.
5. Roadway easement traversing subject property according to survey prepared by Dale L. Olson, R.P.L.S. No. 1753, dated July 14, 1997.
6. Fence inset(s) and protrusions according to survey prepared by

Dale L. Olson, R.P.L.S. No. 1753, dated July 14, 1997.

7. Any visible and apparent roadway or easement over or across the subject property, the existence of which does not appear of record.

TO HAVE AND TO HOLD the above described premises, together with all and singular the rights and appurtenances thereto in anywise belonging, unto the said grantees, their heirs and assigns forever; and grantors do hereby bind themselves, their heirs, executors and administrators, to WARRANT AND FOREVER DEFEND all and singular the said premises unto the said grantees, their heirs and assigns, subject however as aforesaid, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

But it is expressly agreed that the VENDOR'S LIEN, as well as the Superior Title in and to the above described premises, is retained against the above described property, premises and improvements until the above described note and all interest thereon is fully paid according to the face, tenor, effect and reading thereof, when this Deed shall become absolute.

ELGIN BANK OF TEXAS, at the instance and request of the grantees herein, having advanced and paid in cash to the grantors herein that portion of the purchase price of the herein described property as is evidenced by the hereinbefore described note, the Vendor's Lien, together with the superior title to said property, is retained herein for the benefit of said ELGIN BANK OF TEXAS, and the same are hereby transferred and assigned to said ELGIN BANK OF TEXAS.

EXECUTED this 24th day of July, 1997.

J. W. Driskell
J. W. DRISKELL, also known as JEWELL
WYATT DRISKELL

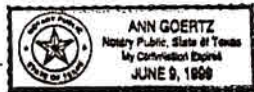
BY: Arthur Joseph Driskell
ARTHUR JOSEPH DRISKELL
ATTORNEY-IN-FACT

Annie Ruth Driskell
ANNIE RUTH DRISKELL

BY: Arthur Joseph Driskell
ARTHUR JOSEPH DRISKELL
ATTORNEY-IN-FACT

THE STATE OF TEXAS §
COUNTY OF Beauregard §

This instrument was acknowledged before me on this the 24th day of July, 1997, by ARTHUR JOSEPH DRISKELL, Attorney-in-fact on behalf of J. W. DRISKELL, also known as JEWELL WYATT DRISKELL.



Ann Goertz
Notary Public - State of Texas

Print Name of Notary

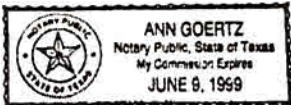
My Commission Expires: _____

THE STATE OF TEXAS

COUNTY OF

Bastrop

This instrument was acknowledged before me on this the 24th day of July, 1997, by ARTHUR JOSEPH DRISKELL, Attorney-in-fact on behalf of ANNIE RUTH DRISKELL.



Notary Public - State of Texas

Print Name of Notary

My Commission Expires:

The mailing address of the Grantees:

Route 5, Box 203D
Elgin, Texas 78621

m:\cg\freelance\mcrae\385.plg
doc g1997-4052

DALE L. OLSON
REGISTERED PROFESSIONAL SURVEYOR
711 WATER STREET
BASTROP, TEXAS 78602
(512) 321-5476 Fax (512) 303-5476

FIELD NOTES FOR A 109.602 ACRE TRACT IN THE RICHARD YOUNG
SURVEY IN BASTROP COUNTY, TEXAS.

BEING a 109.602 acre tract or parcel of land out of and being a part of the Richard Young Survey, A-373, in Bastrop County, Texas, and being all of that certain tract described as 50 acres less 1 acre and less 1.5 acres in a deed from David Scroggins and wife, Viola Scroggins to J.W. Driskell recorded in Volume 146, Page 299, Bastrop County Deed Records; being all of that certain 50 acre, 0.5 acre, and 1 acre tract described as First Tract, Second Tract, and Third Tract, in a deed from Jasper Robinson and wife, Rebecca Robinson, to J.W. Driskell, recorded in Volume 144, Page 449, Bastrop County Deed Records. Herein described tract or parcel being more particularly described by metes and bounds as follows:

BEGINNING at a 5/8 inch iron rod set for the northwest corner of the first mentioned 50 acre tract in the occupied north line of the before mentioned Richard Young Survey common with the south line of the Thomas Garretson Survey, A-178, and being in the south line of that certain 15.15 acre tract described in a deed from Carthon Paris Phillips, et ux, to Wilbert G. George, et ux, recorded in Volume 682, Page 426, Bastrop County Deed Records, the northeast corner of that certain 13.57 acre tract described in a deed from Amelia Rodriguez, et al, to Irene Rodriguez, recorded in Volume 216, Page 286, Bastrop County Deed Records, for the northwest corner of this tract.

THENCE with the north line, as fenced, of the Richard Young Survey and first mentioned 50 acre tract, the south line of the Thomas Garretson Survey and George 15.15 acre tract, S 59 deg. 48 min. 05 sec. E, 399.14 feet to a 5/8 inch iron rod set at a fence corner where same intersects the curving west line of the M.K.&T. Railroad, the northeast corner of the said 50 acre tract, for the northeast corner of this tract.

THENCE with the west line of the M.K.&T. Railroad and east line of the said 50 acre tract along a curve to the left whose radius is 11509.16 feet; whose long chord bears S 18 deg. 08 min. 08 sec. E, 173.99 feet; 173.99 feet along the arc to a point at the end of said curve.

THENCE continuing with the west line of the M.K.&T. Railroad and east line of the said 50 acre tracts, S 17 deg. 47 min. 44 sec. E, 1295.00 feet to a point at the beginning of a curve to the left.

THENCE continuing with the west line of the M.K.&T. Railroad along a curve to the left whose radius is 2023.76 feet; whose long chord bears S 24 deg. 50 min. 19 sec. E, 496.28 feet; 497.53 feet along the arc to a point where same intersects the center of Little Sandy Creek, for a northeast corner of this tract.

Exhibit A

Page 1 of 3

THENCE with the meanders of the center of Little Sandy Creek, S 55 deg. 58 min. 38 sec. W, 40.20 feet to a point; S 07 deg. 17 min. 57 sec. E, 138.40 feet to a point; S 07 deg. 43 min. 05 sec. W, 91.64 feet to a point; S 29 deg. 58 min. 24 sec. E, 70.91 feet to a point; S 56 deg. 23 min. 31 sec. W, 129.75 feet to a point; N 70 deg. 46 min. 42 sec. W, 25.83 feet to a point; S 53 deg. 27 min. 24 sec. W, 100.61 feet to a point; S 09 deg. 58 min. 03 sec. E, 22.97 feet to a point; S 30 deg. 38 min. 12 sec. W, 113.26 feet to a point; S 41 deg. 53 min. 18 sec. W, 66.11 feet to a point; N 60 deg. 38 min. 08 sec. W, 52.04 feet to a point; S 30 deg. 41 min. 36 sec. W, 86.63 feet to a point; S 80 deg. 33 min. 35 sec. W, 16.57 feet to a point; S 39 deg. 04 min. 20 sec. W, 112.21 feet to a point; S 37 deg. 30 min. 43 sec. W, 156.84 feet to a point; S 07 deg. 11 min. 15 sec. E, 81.32 feet to a point; S 35 deg. 04 min. 21 sec. E, 27.78 feet to a point; S 09 deg. 03 min. 38 sec. E, 83.87 feet to a point; S 11 deg. 47 min. 19 sec. E, 55.46 feet to a point; S 00 deg. 19 min. 59 sec. W, 104.11 feet to a point; S 54 deg. 10 min. 14 sec. W, 130.11 feet to a point; S 25 deg. 26 min. 33 sec. W, 104.44 feet to a point; S 14 deg. 56 min. 21 sec. E, 70.57 feet to a point; S 11 deg. 57 min. 14 sec. W, 69.89 feet to a point; S 32 deg. 42 min. 02 sec. W, 64.51 feet to a point; S 81 deg. 04 min. 28 sec. W, 69.09 feet to a point; S 82 deg. 45 min. 26 sec. W, 82.05 feet to a point; S 24 deg. 23 min. 06 sec. W, 30.82 feet to a point; S 51 deg. 24 min. 45 sec. W, 55.68 feet to a point; N 76 deg. 34 min. 45 sec. W, 72.51 feet to a point; S 42 deg. 21 min. 11 sec. W, 51.01 feet to a point; S 42 deg. 13 min. 01 sec. E, 89.07 feet to a point; S 54 deg. 16 min. 07 sec. W, 33.01 feet to a point; N 82 deg. 04 min. 20 sec. W, 59.20 feet to a point; S 65 deg. 21 min. 43 sec. W, 89.53 feet to a point; N 84 deg. 25 min. 39 sec. W, 54.80 feet to a point; S 47 deg. 17 min. 04 sec. W, 176.78 feet to a point; S 30 deg. 09 min. 31 sec. W, 264.12 feet to a point; S 07 deg. 06 min. 32 sec. W, 179.98 feet to a point; S 25 deg. 32 min. 00 sec. E, 39.19 feet to a point; S 40 deg. 23 min. 55 sec. W, 100.71 feet to a point; S 41 deg. 43 min. 06 sec. W, 41.08 feet to a point; S 60 deg. 13 min. 14 sec. W, 86.68 feet to a point in the north line of that certain 185 acre tract described in a deed from J.B. Branton, et ux, to W.R. Gillum recorded in Volume 97, Page 464, Bastrop County Deed Records, the southeast corner of the second mentioned 50 acre tract, for the southeast corner of this tract from which a 5/8 inch iron rod set for reference at a fence corner bears N 60 deg. 05 min. 01 sec. W, 35.07 feet.

THENCE leaving said creek with the north line of the Gillum Tract and the north line of the Lower Colorado River Authority 42.359 acre tract described in a deed recorded in Volume 796, Page 857, Bastrop County Deed Records, and south line of the last mentioned 50 acre tract, N 60 deg. 05 min. 01 sec. W, 601.70 feet to a fence corner post found at the southeast corner of that certain 25.176 acre tract described in a deed from Harold Gene McVay to Perry Wayne McVay recorded in Volume 795, Page 770, Bastrop County Deed Records, the southwest corner of the last mentioned 50 acre tract, for the most southerly southwest corner of this tract.

THENCE with the east line of the McVay 25.176 acre tract and west line of the last mentioned 50 acre tract, N 31 deg. 10 min. 41 sec. E, 1958.45 feet to a 5/8 inch iron rod found at a fence corner, the northeast corner of the McVay 25.176 acre tract and southeast corner of the first mentioned 50 acre tract, for an interior corner of this tract.

Exhibit A

Page 2 of 3

THENCE with the south line of the first mentioned 50 acre tract, the north line of the McVay 25.176 acre tract, the north line of the Gene McVay 1 acre tract described in a deed recorded in Volume 154, Page 267, Bastrop County Deed Records, the north line of that certain 1.000 acre tract described in a deed from Harold G. McVay, et al, to Mark McVay recorded in Volume 795, Page 767, Bastrop County Deed Records and the north line of that certain 24.176 acre tract described in a deed from Perry Wayne McVay to Harold G. McVay recorded in Volume 795, Page 773, Bastrop County Deed Records, N 60 deg. 59 min. 30 sec. W, 1224.91 feet to a 5/8 inch iron rod set in the east line of that certain 48.649 acre tract described in a deed from John Graham, et ux, to Travis LaRue recorded in Volume 308, Page 611, Bastrop County Deed Records, the northwest corner of the McVay 24.176 acre tract, the southwest corner of the first mentioned 50 acre tract, for the most northerly southwest corner of this tract.

THENCE with the east line of the LaRue 48.649 acre tract and east line of that certain 11.096 acre tract described in a deed from Jerry Stach, et ux, to Ernest W. Bracewill, Sr., et ux, recorded in Volume 187, Page 174, Bastrop County Deed Records, and the east line of the before mentioned Rodriguez 13.57 acre tract, the west line of the first mentioned 50 acre tract, N 30 deg. 26 min. 53 sec. E, 729.29 feet to a 5/8 inch iron rod found at a fence corner; N 31 deg. 17 min. 36 sec. E, 671.34 feet to a 5/8 inch iron rod set near a fence corner, for the southwest corner of that certain 1 acre tract described in a deed from Calvin C. Hampton to Troy H. Sylvester recorded in Volume 758, Page 545, Bastrop County Deed Records, for an angle corner of this tract.

THENCE with the south line of the Sylvester 1 acre tract, S 57 deg. 13 min. 28 sec. E, 105.00 feet to a 5/8 inch iron rod set at a fence corner, for the southeast corner of same, for an interior corner of this tract.

THENCE with the east line of the Sylvester 1 acre tract, N 31 deg. 17 min. 36 sec. E, 411.00 feet to a 5/8 inch iron rod set for the northeast corner of same, for an interior corner of this tract.

THENCE with the north line of the Sylvester 1 acre tract, N 57 deg. 13 min. 28 sec. W, 105.00 feet to a 5/8 inch iron rod set for the northwest corner of same in the west line of the first mentioned 50 acre tract and east line of the Rodriguez 13.57 acre tract, for an angle corner of this tract.

THENCE with the east line of the Rodriguez 13.47 acre tract common with the first mentioned 50 acre tract, N 31 deg. 17 min. 36 sec. E, 499.01 feet to the POINT OF BEGINNING, containing 109.602 acres of land.

Dale L. Olson
Dale L. Olson
Registered Professional
Land Surveyor
Reg. No. 1753



Order #159697

FILED JUL 25 1997

4:20 P. M.

Shirley Hildeman

COUNTY CLERK
BASTROP COUNTY, TEXAS

Exhibit A

Page 3 of 3

STATE OF TEXAS COUNTY OF BASTROP
I hereby certify that this instrument
was FILED on the date and time stamped
hereon by me; and was duly RECORDED, in
the Volume and Page of the named
RECORDS of Bastrop County, Texas, as
Stamped hereon by me on

AUG 06 1997



Shirley Hildeman

COUNTY CLERK
BASTROP COUNTY, TEXAS

After recording, please return to:

City of Elgin
City Manager
PO Box 591
Elgin, Texas 78621

STATE OF TEXAS
COUNTY OF BASTROP

§ ANNEXATION DEVELOPMENT
§ AGREEMENT WITH
§ SHIRLEY MCVAY

This is an ANNEXATION DEVELOPMENT AGREEMENT by and between THE CITY OF ELGIN, TEXAS ("City") and Shirley McVay ("Owner", whether one or more).

WHEREAS, Owner is owner of that certain 24.1760 acre tract of land more particularly described in Exhibit "A", attached hereto (the "Property"), and;

WHEREAS, the City intends to annex the property, and;

WHEREAS, pursuant to Sections 43.035 and 212.172 of the Texas Local Government Code, the City and the Owner desire to enter into this Annexation Development Agreement (the "Agreement"); and

WHEREAS, the Owner and the City acknowledge that this agreement is binding upon the City and the Owner and their respective successors and assigns, and;

WHEREAS, this Development Agreement is to be recorded in the Official Records of Bastrop County, Texas

NOW THEREFORE, for and in consideration of the promises and the mutual agreements set forth herein, the City and Owner hereby agree as follows:

A. PURPOSE

The purpose of this Agreement is to comply with all requirements of Sections 43.035 and 212.172 of the Texas Local Government Code pertaining to the annexation of property into the Elgin city limits (or extraterritorial jurisdiction).

B. GENERAL TERMS AND CONDITIONS

1. Both parties agree that in consideration of the mutual promises stated herein, that the Property will not be annexed by the City of Elgin so long as 1) the Property continues to receive an agricultural exemption from the Bastrop County Central Appraisal District, except for existing single-family residential use, and 2) no action is taken by the Owner or his assigns to file a subdivision plat or any related development document regarding the Property. If one or more of the above circumstances occur, the City is authorized to commence proceedings to annex all or some of the Property.
2. As consideration for the City foregoing annexation proceedings as described above, the Owner hereby authorizes the City to enforce all regulations and planning authority of the City, except for any regulations which interfere with Owner's use of the Property for agricultural purposes, wildlife management or timber production.

3. The Owner agrees that the City's AG- Agricultural zoning requirements apply to the Property, and that the Property shall only be used for AG zoning uses. The Owner may continue activities related to AG use, such as firearm use, burning of debris, so long as said activities are related to the AG use.

4. The Owner acknowledges that if Owner or any successor or assign violates any condition of this Agreement, then in addition to the City's other remedies, such act will constitute a petition for voluntary annexation by the Owner, and the Property will be subject to annexation at the direction of the Council. The Owner and any successors or assigns agrees that such annexation shall be voluntary and the Owner hereby consents to such annexation as though a petition for such annexation had been tendered by the Owner, his successors or assigns.

5. Both parties agree that upon annexation of the Property by the City, the City shall, within 30 days of the effective date of the annexation, initiate an initial zoning of the Property conforming to the land use designation for the Property as shown on the most recent amendment of City's Comprehensive Plan.

C. MISCELLANEOUS PROVISIONS

1. Actions Performable. The City and the Owner agree that all actions to be performed under this Agreement are performable in Bastrop County, Texas.

2. Governing Law. The City and Owner agree that this Agreement has been made under the laws of the State of Texas in effect on this date, and that any interpretation of this Agreement at a future date shall be made under the laws of the State of Texas.

3. Severability. If a provision hereof shall be finally declared void or illegal by any court or administrative agency having jurisdiction, the entire Agreement shall not be void; but the remaining provisions shall continue in effect as nearly as possible in accordance with the original intent of the parties.

4. Complete Agreement. This Agreement represents a complete agreement of the parties and supersedes all prior written and oral matters related to this agreement. Any amendment to this Agreement must be in writing and signed by all parties. This Agreement runs with the land and shall bind the Property for a term of fifteen years, unless amended by the parties.

5. Exhibits. All exhibits attached to this Agreement are incorporated by reference and expressly made part of this Agreement as if copied verbatim.

6. Notice. All notices, requests or other communications required or permitted by this Agreement shall be in writing and shall be sent by (i) telecopy, with the original delivered by hand or overnight carrier, (ii) by overnight courier or hand delivery, or (iii) certified mail, postage prepaid, return receipt requested, and addressed to the parties at the following addresses:

City of Elgin
City Manager
PO Box 591
Elgin, Texas 78621
Bastrop County

Property Owner:

Shirley McVay
232 McVay Lane
Elgin, TX 78621

(512) 285-4810
Telephone Number

7. Force Majeure. Owner and the City agree that the obligations of each party shall be subject to force majeure events such as natural calamity, fire or strike or inclement weather.
8. Conveyance of Property. Any person who sells or conveys any portion of the Property shall, prior to such sale or conveyance, give written notice of this Agreement to the prospective purchaser or grantee, and shall give written notice of the sale or conveyance to the City.
9. Continuity. This Agreement shall run with the Property and be binding on all successors and grantees of Owner.
10. Survival after Termination. This Agreement shall survive termination to the extent necessary to allow the City to implement the provisions of Section 4, above.
11. Signature Warranty Clause. The signatories to this Agreement represent and warrant that they have the authority to execute this Agreement on behalf of the City and Owner, respectively.

SIGNED as of this 3rd day of November, 2015.

CITY OF ELGIN, TEXAS

Kerry Lacy
City Manager, City of Elgin, Texas

THE STATE OF TEXAS }

COUNTY OF BASTROP }

This instrument was acknowledged before me on the _____ day of _____, 20____,
by Kerry Lacy, City Manager, City of Elgin, Texas.

Notary Public, State of Texas

OWNER

Shirley McVay
Shirley McVay, Owner

THE STATE OF TEXAS }

COUNTY OF BASTROP }

This instrument was acknowledged before me on the 3rd day of December, 2015,
by Shirley McVay, Owner.

Sheri Mackillop
Notary Public, State of Texas



EXHIBIT "A"

PID# R14560

OFFICIAL RECORD VOL 0795 PAGE 773

3809

WARRANTY DEED

THE STATE OF TEXAS *
COUNTY OF BASTROP *

KNOW ALL MEN BY THESE PRESENTS:

THAT I, PERRY WAYNE McVAY, of Bastrop County, Texas, for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) and other valuable consideration to the undersigned paid by the Grantees herein named, the receipt of which is hereby acknowledged, have GRANTED, SOLD AND CONVEYED, and by these presents do GRANT, SELL AND CONVEY unto HAROLD G. McVAY, of Route 5, Box 203D, Elgin, Texas 78624, all of my interest in the following land situated in the County of Bastrop, State of Texas, more particularly described as follows:

Field notes for a 24.176 acre tract in the Richard Young Survey in Bastrop County, Texas attached hereto as Exhibit A.

TO HAVE AND TO HOLD the above-described premises, together with all and singular the rights and appurtenances thereto in anywise belonging, unto the said Grantee, his heirs, administrators, executors and assigns forever; and I do hereby bind myself, my heirs, administrators, executors and assigns to WARRANT AND FOREVER DEFEND all and singular the said premises unto the said Grantee, his heirs, administrators, executors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

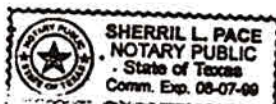
This conveyance is made subject to all of the reservations, covenants, conditions, restrictions and easements of record in the Deed or Plat Records of Bastrop County, Texas, which are applicable to the property hereby conveyed.

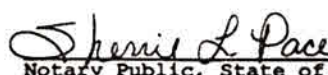
EXECUTED this 21th day of April, 1996.


PERRY WAYNE McVAY

THE STATE OF TEXAS *
COUNTY OF BASTROP *

This instrument was acknowledged before me on the 21th day of April, 1996, by PERRY WAYNE McVAY.




Sherril L. Pace
Notary Public, State of Texas

PREPARED IN THE OFFICE OF:

J.B. Marshall, Jr.
Attorney at Law
P.O. Box 750
Pflugerville, Texas 78660

AFTER RECORDING RETURN TO:

HAROLD G. McVAY
Route 5, Box 203D
Elgin, Texas 78621

DALE L. OLSON
REGISTERED PROFESSIONAL LAND SURVEYOR
711 WATER STREET
BASTROP, TEXAS 78602
(512) 321-5476 Fax (512) 303-5476

FIELD NOTES FOR A 24.176 ACRE TRACT IN THE RICHARD YOUNG SURVEY IN BASTROP COUNTY, TEXAS.

Being a 24.176 acre tract or parcel of land out of and being a part of the Richard Young Survey, A-16, in Bastrop County, Texas, and being a part of that certain 48.5 acre tract described as 50 acres less 1.5 acres in a deed from Keystone Realty Company, Inc., to William McVay, et ux, recorded in Vol. 154, Pg. 265, Bastrop County Deed Records. Herein described tract or parcel being more particularly described by metes and bounds as follows:

COMMENCING at a 5/8 inch iron rod set at a fence corner in the occupied west line of that certain 50 acre tract described as First Tract in a deed from Jasper Robinson, et ux, to J. W. Driskell recorded in Vol. 144, Pg. 449, Bastrop County Deed Records, the southeast corner of that certain 50 acre tract described in a deed from David Scroggins, et ux, to J. W. Driskell recorded in Vol. 146, Pg. 299, Bastrop County Deed Records, the northeast corner of the said 48.5 acre tract of which this is a part for the northeast corner of this tract.

THENCE with the north line of the said 48.5 acre tract and south line of the second mentioned Driskell 50 acre tract, N 60 deg. 59 min. 30 sec. W, at 560.00 feet pass a 5/8 inch iron rod set for the northeast corner of that certain 1 acre tract described in a deed from William McVay, et ux, to Gene McVay recorded in Vol. 154, Pg. 267, Bastrop County Deed Records, at 700.00 feet pass a 5/8 inch iron rod set for the northwest corner of said McVay 1 acre tract, in all, 999.01 feet to a 5/8 inch iron rod set for the POINT OF BEGINNING, the northeast corner of this tract.

THENCE S 29 deg. 00 min. 30 sec. W, 145.68 feet to a 5/8 inch iron rod set for an interior corner; S 60 deg. 59 min. 30 sec. E, 299.01 feet to a 5/8 inch iron rod set in the west line of the before mentioned McVay 1 acre tract for an angle corner of this tract.

THENCE with the west line of the McVay 1 acre tract, S 29 deg. 00 min. 30 sec. W, 164.32 feet to the southwest corner of same, a 5/8 inch iron rod set for an interior corner of this tract.

THENCE with the south line of the said 1 acre tract, S 60 deg. 59 min. 30 sec. E, 124.24 feet to a 5/8 inch iron rod set for an angle corner of this tract.

THENCE S 31 deg. 10 min. 41 sec. W, 1632.55 feet to a 5/8 inch iron rod set in the south line of said 48.5 acre tract and the north line of the W. R. Gillum 184 acre tract described in a deed recorded in Vol. 97, Pg. 464, Bastrop County Deed Records for the southeast corner of this tract.

THENCE with the south line, as fenced, of the said 48.5 acre tract and north line of the Gillum 184 acre tract, N 58 deg. 30 min. 37 sec. W, 320.79 feet to a fence corner post found at the southwest corner of the said 48.5 acre tract and southeast corner of the before mentioned 1.5 acre tract described in a deed to W. R. Gillum recorded in Vol. 149, Pg. 216, Bastrop County Deed Records for the southwest corner of this tract.

THENCE with the east line of the said 1.5 acre tract common with a line of the 48.5 acre tract, N 03 deg. 50 min. 27 sec. W, 473.26 feet to a 26 inch elm fence angle corner of this tract.

THENCE with the west line, as fenced, of the said 48.5 acre tract, N 32 deg. 15 min. 14 sec. E, 43.50 feet to a 1/2 inch iron rod found at the southeast corner of the John E. Baker 11.466 acre tract recorded in Vol. 634, Pg. 108, Bastrop County Deed Records, N 28 deg. 22 min. 35 sec. E, 543.78 feet to a 5/8 inch iron rod set; N 29 deg. 49 min. 18 sec. E, 572.21 feet to an angle fence post; N 25 deg. 45 min. 37 sec. E, 294.15 feet to a 5/8 inch iron rod set; N 30 deg. 26 min. 53 sec. E, 76.91 feet to a 5/8 inch iron rod set at a fence corner, the southwest corner of the Driskell 50 acre tract and northwest corner of the said 48.5 acre tract for the northwest corner of this tract.

THENCE with the common line of the 48.5 acre and Driskell 50 acre tract, S 60 deg. 59 min. 30 sec. E, 225.90 feet to the POINT OF BEGINNING, containing 24.176 acres of land.

Dale L. Olson
Dale L. Olson
Registered Professional
Land Surveyor
Reg. No. 1753



FILED APR 25 1996
3:30 PM
Shirley Williams
COUNTY CLERK
BASTROP COUNTY TEXAS

STATE OF TEXAS COUNTY OF BASTROP
I hereby certify that this instrument
was FILED on the date and time stamped
hereon by me; and was duly RECORDED, in
the Volume and Page of the named
RECORDS of Bastrop County, Texas, as
Stamped hereon by me on



MAY 8 1996
Shirley Williams
COUNTY CLERK
BASTROP COUNTY, TEXAS

CITY OF ELGIN AREA 2 - 292.36 AC.

LINE TABLE		
LINE #	LENGTH	DIRECTION
L1	217.96	N64° 04' 05.59"W
L2	145.67	N25° 29' 10.98"E
L3	299.01	S64° 30' 49.02"E
L4	164.73	N26° 16' 12.78"E
L5	126.49	N64° 41' 38.67"W
L6	1632.55	S27° 39' 21.97"W
L7	334.91	N60° 24' 50.27"W
L8	435.10	N6° 32' 53.94"W
L9	63.59	S25° 55' 53.68"W
L10	538.44	S24° 23' 08.94"W
L11	294.65	S25° 54' 05.62"W
L12	275.76	S24° 36' 27.53"W
L13	281.15	S23° 43' 45.37"W
L14	97.14	S29° 02' 00.74"W

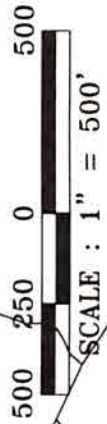
SEPTEMBER 2015



TRC ENGINEERS, INC.
505 E. HUNTLAND DRIVE, STE. 250 AUSTIN, TX
78752 T.B.P.E. FIRM REGISTRATION # F-8632
(512) 454 - 8716

ELGIN
CITY LIMITS

ELGIN
ETJ



N

PROPOSED
ELGIN ETJ

R14560
14.18 AC.

After recording, please return to:

City of Elgin
City Manager
PO Box 591
Elgin, Texas 78621

STATE OF TEXAS
COUNTY OF BASTROP

§ ANNEXATION DEVELOPMENT
§ AGREEMENT WITH
§ GAYLE H MCVAY

This is an ANNEXATION DEVELOPMENT AGREEMENT by and between THE CITY OF ELGIN, TEXAS ("City") and Gayle H McVay ("Owner", whether one or more).

WHEREAS, Owner is owner of that certain 25.1760 acre tract of land more particularly described in Exhibit "A", attached hereto (the "Property"), and;

WHEREAS, the City intends to annex the property, and;

WHEREAS, pursuant to Sections 43.035 and 212.172 of the Texas Local Government Code, the City and the Owner desire to enter into this Annexation Development Agreement (the "Agreement"); and

WHEREAS, the Owner and the City acknowledge that this agreement is binding upon the City and the Owner and their respective successors and assigns, and;

WHEREAS, this Development Agreement is to be recorded in the Official Records of Bastrop County, Texas

NOW THEREFORE, for and in consideration of the promises and the mutual agreements set forth herein, the City and Owner hereby agree as follows:

A. PURPOSE

The purpose of this Agreement is to comply with all requirements of Sections 43.035 and 212.172 of the Texas Local Government Code pertaining to the annexation of property into the Elgin city limits (or extraterritorial jurisdiction).

B. GENERAL TERMS AND CONDITIONS

1. Both parties agree that in consideration of the mutual promises stated herein, that the Property will not be annexed by the City of Elgin so long as 1) the Property continues to receive an agricultural exemption from the Bastrop County Central Appraisal District, except for existing single-family residential use, and 2) no action is taken by the Owner or his assigns to file a subdivision plat or any related development document regarding the Property. If one or more of the above circumstances occur, the City is authorized to commence proceedings to annex all or some of the Property.

2. As consideration for the City foregoing annexation proceedings as described above, the Owner hereby authorizes the City to enforce all regulations and planning authority of the City, except for any regulations which interfere with Owner's use of the Property for agricultural purposes, wildlife management or timber production.

3. The Owner agrees that the City's AG- Agricultural zoning requirements apply to the Property, and that the Property shall only be used for AG zoning uses. The Owner may continue activities related to AG use, such as firearm use, burning of debris, so long as said activities are related to the AG use.

4. The Owner acknowledges that if Owner or any successor or assign violates any condition of this Agreement, then in addition to the City's other remedies, such act will constitute a petition for voluntary annexation by the Owner, and the Property will be subject to annexation at the direction of the Council. The Owner and any successors or assigns agrees that such annexation shall be voluntary and the Owner hereby consents to such annexation as though a petition for such annexation had been tendered by the Owner, his successors or assigns.

5. Both parties agree that upon annexation of the Property by the City, the City shall, within 30 days of the effective date of the annexation, initiate an initial zoning of the Property conforming to the land use designation for the Property as shown on the most recent amendment of City's Comprehensive Plan.

C. MISCELLANEOUS PROVISIONS

1. Actions Performable. The City and the Owner agree that all actions to be performed under this Agreement are performable in Bastrop County, Texas.

2. Governing Law. The City and Owner agree that this Agreement has been made under the laws of the State of Texas in effect on this date, and that any interpretation of this Agreement at a future date shall be made under the laws of the State of Texas.

3. Severability. If a provision hereof shall be finally declared void or illegal by any court or administrative agency having jurisdiction, the entire Agreement shall not be void; but the remaining provisions shall continue in effect as nearly as possible in accordance with the original intent of the parties.

4. Complete Agreement. This Agreement represents a complete agreement of the parties and supersedes all prior written and oral matters related to this agreement. Any amendment to this Agreement must be in writing and signed by all parties. This Agreement runs with the land and shall bind the Property for a term of fifteen years, unless amended by the parties.

5. Exhibits. All exhibits attached to this Agreement are incorporated by reference and expressly made part of this Agreement as if copied verbatim.

6. Notice. All notices, requests or other communications required or permitted by this Agreement shall be in writing and shall be sent by (i) telecopy, with the original delivered by hand or overnight carrier, (ii) by overnight courier or hand delivery, or (iii) certified mail, postage prepaid, return receipt requested, and addressed to the parties at the following addresses:

City of Elgin
City Manager
PO Box 591
Elgin, Texas 78621
Bastrop County

Property Owner:

Gayle H McVay
P O Box 914
Elgin, TX 78621

Telephone Number

7. Force Majeure. Owner and the City agree that the obligations of each party shall be subject to force majeure events such as natural calamity, fire or strike or inclement weather.

8. Conveyance of Property. Any person who sells or conveys any portion of the Property shall, prior to such sale or conveyance, give written notice of this Agreement to the prospective purchaser or grantee, and shall give written notice of the sale or conveyance to the City.

9. Continuity. This Agreement shall run with the Property and be binding on all successors and grantees of Owner.

10. Survival after Termination. This Agreement shall survive termination to the extent necessary to allow the City to implement the provisions of Section 4, above.

11. Signature Warranty Clause. The signatories to this Agreement represent and warrant that they have the authority to execute this Agreement on behalf of the City and Owner, respectively.

SIGNED as of this ____ day of _____, 20__.

CITY OF ELGIN, TEXAS

Kerry Lacy
City Manager, City of Elgin, Texas

THE STATE OF TEXAS }

COUNTY OF BASTROP }

This instrument was acknowledged before me on the _____ day of _____, 20____,
by Kerry Lacy, City Manager, City of Elgin, Texas.

Notary Public, State of Texas

OWNER

Gayle H. McVay
Gayle H McVay, Owner

THE STATE OF TEXAS }

COUNTY OF BASTROP }

This instrument was acknowledged before me on the 16th day of November, 2015,
by Gayle H. McVay, Owner.



Lucretia Alvarez
Notary Public, State of Texas

EXHIBIT "A"

VOL 0795 PAGE 770

OFFICIAL RECORDS

R77765

WARRANTY DEED

3808

THE STATE OF TEXAS *

COUNTY OF BASTROP *

KNOW ALL MEN BY THESE PRESENTS:

THAT I, HAROLD G. McVAY, not joined by my spouse as this property constitutes no part of my homestead, of Bastrop County, Texas, for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) and other valuable consideration to the undersigned paid by the Grantees herein named, the receipt of which is hereby acknowledged, have GRANTED, SOLD AND CONVEYED, and by these presents do GRANT, SELL AND CONVEY unto PERRY WAYNE McVAY, of P.O. BOX 914, Elgin, Texas 78621, all of my interest in the following land situated in the County of Bastrop, State of Texas, more particularly described as follows:

Field notes for a 26.176 acre tract in the Richard Young Survey in Bastrop County, Texas attached hereto as Exhibit A.

TO HAVE AND TO HOLD the above-described premises, together with all and singular the rights and appurtenances thereto in anywise belonging, unto the said Grantee, his heirs, administrators, executors and assigns forever; and I do hereby bind myself, my heirs, administrators, executors and assigns to WARRANT AND FOREVER DEFEND all and singular the said premises unto the said Grantee, his heirs, administrators, executors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

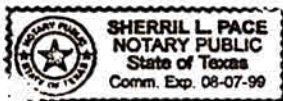
This conveyance is made subject to all of the reservations, covenants, conditions, restrictions and easements of record in the Deed or Plat Records of Bastrop County, Texas, which are applicable to the property hereby conveyed.

EXECUTED this 26th day of April, 1996.

Harold G. McVay
HAROLD G. McVAY

THE STATE OF TEXAS *
COUNTY OF BASTROP *

This instrument was acknowledged before me on the 26th day of April, 1996, by HAROLD G. McVAY.



Sherril L. Pace
Notary Public, State of Texas

PREPARED IN THE OFFICE OF:

J.B. Marshall, Jr.
Attorney at Law
P.O. Box 750
Pflugerville, Texas 78660

AFTER RECORDING RETURN TO:

BERRY WAYNE McVAY
P.O. BOX 914
Elgin, Texas 78621

DALE L. OLSON
REGISTERED PROFESSIONAL LAND SURVEYOR
711 WATER STREET
BASTROP, TEXAS 78602
(512) 321-5476 Fax (512) 303-5476

FIELD NOTES FOR A 25.176 ACRE TRACT IN THE RICHARD YOUNG
 SURVEY IN BASTROP COUNTY, TEXAS.

Being a 25.176 acre tract or parcel of land out of and being a part of the Richard Young Survey, A-16, in Bastrop County, Texas, and being a part of that certain 48.5 acre tract described as 50 acres less 1.5 acres in a deed from Keystone Realty Company, Inc., to William McVay, et ux, recorded in Vol. 154, Pg. 265, Bastrop County Deed Records. Herein described tract or parcel being more particularly described by metes and bounds as follows:

BEGINNING at a 5/8 inch iron rod set at a fence corner in the occupied west line of that certain 50 acre tract described as First Tract in a deed from Jasper Robinson, et ux, to J. W. Driskell recorded in Vol. 144, Pg. 449, Bastrop County Deed Records, the southeast corner of that certain 50 acre tract described in a deed from David Scroggins, et ux, to J. W. Driskell recorded in Vol. 146, Pg. 299, Bastrop County Deed Records, the northeast corner of the said 48.5 acre tract of which this is a part for the northeast corner of this tract.

THENCE with the west line, as fenced, of the Driskell 50 acre tract and east line of the said 48.5 acre tract, S 31 deg. 10 min. 41 sec. W, 1958.45 feet to a fence corner post found where same corner in the north line of that certain 184 acre tract described in a deed from J. B. Branton, et ux, to W. R. Gillum, recorded in Vol. 97, Pg. 464, Bastrop County Deed Records for the southeast corner of this tract.

THENCE with the south line, as fenced, of the said 48.5 acre tract and north line of the Gillum tract, N 59 deg. 32 min. 56 sec. W, 482.17 feet to a 26 inch oak angle corner; N 58 deg. 30 min. 37 sec. W, 81.48 feet to a 5/8 inch iron rod set for the southwest corner of this tract.

THENCE N 31 deg. 10 min. 41 sec. E, 1632.55 feet to a 5/8 inch iron rod set in the south line of that certain 1 acre tract described in a deed from William McVay, et ux, to Gene McVay recorded in Vol. 154, Pg. 267, Bastrop County Deed Records for an angle corner of this tract.

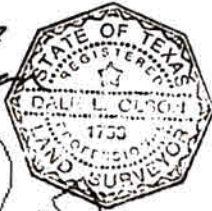
THENCE with the south line of the said 1 acre tract, S 60 deg. 59 min. 30 sec. E, 15.76 feet to the southeast corner of same, a 5/8 inch iron rod set for an interior corner of this tract.

VOL 0795 PAGE 772

THENCE with the east line of the said McVay 1 acre tract, N 29 deg. 00 min. 30 sec. E, 310.00 feet to the northeast corner of same, a 5/8 inch iron rod set in the north line of the said 48.5 acre tract and south line of the second mentioned Driskell 50 acre tract for the northwest corner of this tract.

THENCE with the north line of the said 48.5 acre tract and south line of the Driskell 50 acre tract, as fenced, S 60 deg. 59 min. 30 sec. E, 560.00 feet to the POINT OF BEGINNING, containing 25.176 acres of land.

Dale L. Olson
Dale L. Olson
Registered Professional
Land Surveyor
Reg. No. 1753



STATE OF TEXAS COUNTY OF BASTROP

I hereby certify that this instrument was FILED on the date and time stamped herein by me; and was duly RECORDED, in the Volume and Page of the named RECORDS of Bastrop County, Texas, as Stamped herein by me on



MAY 8 1996

Shirley Hildner
COUNTY CLERK
BASTROP COUNTY, TEXAS

FILED APR 26 1996

3:30 P. M.

Shirley Hildner
COUNTY CLERK
BASTROP COUNTY, TEXAS

After recording, please return to:

City of Elgin
City Manager
PO Box 591
Elgin, Texas 78621

STATE OF TEXAS
COUNTY OF BASTROP

§ ANNEXATION DEVELOPMENT
§ AGREEMENT WITH
§ DOYLE ROGERS

This is an ANNEXATION DEVELOPMENT AGREEMENT by and between THE CITY OF ELGIN, TEXAS ("City") and Doyle Rogers ("Owner", whether one or more).

WHEREAS, Owner is owner of Meadow Glen, Lot 10, Acres 3.427, Lot 11, Acres 3.3210, and Lot 12, Acres 3.302, three tracts of land more particularly described in Exhibit "A", attached hereto (the "Property"), and;

WHEREAS, the City intends to annex the property, and;

WHEREAS, pursuant to Sections 43.035 and 212.172 of the Texas Local Government Code, the City and the Owner desire to enter into this Annexation Development Agreement (the "Agreement"); and

WHEREAS, the Owner and the City acknowledge that this agreement is binding upon the City and the Owner and their respective successors and assigns, and;

WHEREAS, this Development Agreement is to be recorded in the Official Records of Bastrop County, Texas

NOW THEREFORE, for and in consideration of the promises and the mutual agreements set forth herein, the City and Owner hereby agree as follows:

A. PURPOSE

The purpose of this Agreement is to comply with all requirements of Sections 43.035 and 212.172 of the Texas Local Government Code pertaining to the annexation of property into the Elgin city limits (or extraterritorial jurisdiction).

B. GENERAL TERMS AND CONDITIONS

1. Both parties agree that in consideration of the mutual promises stated herein, that the Property **will not be annexed** by the City of Elgin so long as 1) the Property continues to receive an agricultural exemption from the Bastrop County Central Appraisal District, except for existing single-family residential use, and 2) no action is taken by the Owner or his assigns to file a subdivision plat or any related development document regarding the Property. If one or more of the above circumstances occur, the City is authorized to commence proceedings to annex all or some of the Property.

2. As consideration for the City foregoing annexation proceedings as described above, the Owner hereby authorizes the City to enforce all regulations and planning authority

of the City, except for any regulations which interfere with Owner's use of the Property for agricultural purposes, wildlife management or timber production.

3. The Owner agrees that the City's AG- Agricultural zoning requirements apply to the Property, and that the Property shall only be used for AG zoning uses. The Owner may continue activities related to AG use, such as firearm use, burning of debris, so long as said activities are related to the AG use.

4. The Owner acknowledges that if Owner or any successor or assign violates any condition of this Agreement, then in addition to the City's other remedies, such act will constitute a petition for voluntary annexation by the Owner, and the Property will be subject to annexation at the direction of the Council. The Owner and any successors or assigns agrees that such annexation shall be voluntary and the Owner hereby consents to such annexation as though a petition for such annexation had been tendered by the Owner, his successors or assigns.

5. Both parties agree that upon annexation of the Property by the City, the City shall, within 30 days of the effective date of the annexation, initiate an initial zoning of the Property conforming to the land use designation for the Property as shown on the most recent amendment of City's Comprehensive Plan.

C. MISCELLANEOUS PROVISIONS

1. Actions Performable. The City and the Owner agree that all actions to be performed under this Agreement are performable in Bastrop County, Texas.

2. Governing Law. The City and Owner agree that this Agreement has been made under the laws of the State of Texas in effect on this date, and that any interpretation of this Agreement at a future date shall be made under the laws of the State of Texas.

3. Severability. If a provision hereof shall be finally declared void or illegal by any court or administrative agency having jurisdiction, the entire Agreement shall not be void; but the remaining provisions shall continue in effect as nearly as possible in accordance with the original intent of the parties.

4. Complete Agreement. This Agreement represents a complete agreement of the parties and supersedes all prior written and oral matters related to this agreement. Any amendment to this Agreement must be in writing and signed by all parties. This Agreement runs with the land and shall bind the Property for a term of fifteen years, unless amended by the parties.

5. Exhibits. All exhibits attached to this Agreement are incorporated by reference and expressly made part of this Agreement as if copied verbatim.

6. Notice. All notices, requests or other communications required or permitted by this Agreement shall be in writing and shall be sent by (i) telecopy, with the original delivered by hand or overnight carrier, (ii) by overnight courier or hand delivery, or (iii)

certified mail, postage prepaid, return receipt requested, and addressed to the parties at the following addresses:

City of Elgin
City Manager
PO Box 591
Elgin, Texas 78621
Bastrop County

Property Owner:

Doyle Rogers
281 Old Coach Ln.
Elgin, TX 78621

7. Force Majeure. Owner and the City agree that the obligations of each party shall be subject to force majeure events such as natural calamity, fire or strike or inclement weather.
8. Conveyance of Property. Any person who sells or conveys any portion of the Property shall, prior to such sale or conveyance, give written notice of this Agreement to the prospective purchaser or grantee, and shall give written notice of the sale or conveyance to the City.
9. Continuity. This Agreement shall run with the Property and be binding on all successors and grantees of Owner.
10. Survival after Termination. This Agreement shall survive termination to the extent necessary to allow the City to implement the provisions of Section 4, above.
11. Signature Warranty Clause. The signatories to this Agreement represent and warrant that they have the authority to execute this Agreement on behalf of the City and Owner, respectively.

SIGNED as of this ____ day of _____, 20__.

CITY OF ELGIN, TEXAS

Kerry Lacy
City Manager, City of Elgin, Texas

THE STATE OF TEXAS }

COUNTY OF BASTROP }

This instrument was acknowledged before me on the _____ day of _____, 20____,
by Kerry Lacy, City Manager, City of Elgin, Texas.

Notary Public, State of Texas

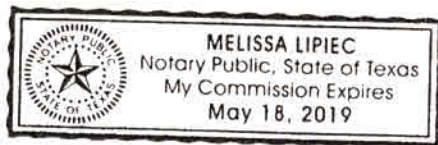
OWNER

Doyle Rogers

THE STATE OF TEXAS }

COUNTY OF BASTROP }

This instrument was acknowledged before me on the 12th day of NOVEMBER, 2015,
by DOYLE ROGERS, OWNER, City of ELGIN.



Melissa Lipiec
Notary Public, State of Texas

EXHIBIT "A"

DEED
201010103
2 PGS

R88089

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

GENERAL WARRANTY DEED WITH VENDOR'S LIEN

STATE OF TEXAS, *

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF BASTROP, *

That we, **JOHN E. BAKER** and **SUSAN K. BAKER**, hereinafter referred to as **GRANTORS**, for and in consideration of the sum of **TEN AND NO/100 DOLLARS (\$10.00)** and other valuable consideration to the undersigned paid by the party herein named, the receipt of which is hereby acknowledged, and for the further consideration of the following:

Promissory note of even date herewith in the original principal amount of **THIRTY-FIVE THOUSAND AND NO/100 DOLLARS (\$35,000.00)**, payable to the order of John E. Baker and Susan K. Baker, payable as therein provided, the payment of said note being secured by the vendor's lien herein reserved and being additionally secured by a deed of trust, filed of even date herewith, executed by Grantee herein to William H. Jenkins, Trustee;

have **GRANTED, SOLD** and **CONVEYED**, and by these presents do **GRANT, SELL** and **CONVEY**, subject to the conditions hereinafter described, unto:

DOYLE ROGERS,

hereinafter referred to as **GRANTEE**, all of the following described real property, together with any improvements situated thereon, located in Bastrop County, Texas, to-wit:

Lots 10, 11, and 12, **MEADOW GLEN**, a subdivision in Bastrop County, Texas, according to the map or plat thereof, recorded in Plat Cabinet No. 4, Page 25B, Plat Records of Bastrop County, Texas.

This conveyance is expressly made and accepted subject to any and all mineral and royalty reservations and leases, covenants, conditions, restrictions, easements, plats and all other conditions of record, if any, applicable to and enforceable against the above described property as reflected by the records of the County Clerk of Bastrop County, Texas, to the extent and only to the extent the same are valid and subsisting, and subject to any apparent easement not recorded of record and applicable to such property.

TO HAVE AND TO HOLD the above described premises together with all and singular the rights and appurtenances thereto in anywise belonging unto the said **GRANTEE**, his heirs and assigns, and **GRANTORS** do hereby bind themselves, their heirs and assigns, to warrant and forever defend, all and singular, the said premises unto the said **GRANTEE**, his heirs and assigns, against every person whomsoever claiming or to claim the same, or any part thereof.

But it is expressly agreed and stipulated that the **VENDOR'S LIEN** and superior title are retained against the above described property, until the above-referenced note and all interest thereon is fully paid according to the face and tenor, effect and reading thereof, when this deed shall become absolute.

SAZ 1030184 B4

EXECUTED this 20th day of August, 2010.

John E. Baker
John E. Baker

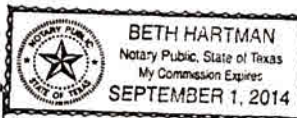
Susan K. Baker
Susan K. Baker

STATE OF TEXAS,

COUNTY OF BASTROP.

THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME on this the 20th day of August, 2010, by JOHN E. BAKER.

Beth Hartman
NOTARY PUBLIC STATE OF TEXAS

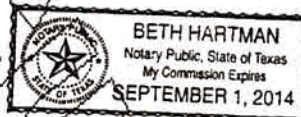


STATE OF TEXAS,

COUNTY OF BASTROP.

THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME on this the 20th day of August, 2010, by SUSAN K. BAKER.

Beth Hartman
NOTARY PUBLIC STATE OF TEXAS



FILED AND RECORDED
OFFICIAL PUBLIC RECORDS

Rose Pietsch

August 23, 2010 04:12:17 PM
KRISTAB FEE: \$20.00 BOOK:2014 PAGE:241-242
ROSE PIETSCH, County Clerk
Bastrop, Texas
DEED 201010103

STATE OF TEXAS
COUNTY OF BASTROP

§ **ANNEXATION DEVELOPMENT**
§ **AGREEMENT WITH**
§ **WAYMON D & JACQUE L ROGERS**

This is an ANNEXATION DEVELOPMENT AGREEMENT by and between THE CITY OF ELGIN, TEXAS ("City") and Waymon D & Jacque L Rogers ("Owner", whether one or more).

WHEREAS, Owner is owner of that certain 11.4660 acre tract of land more particularly described in Exhibit "A", attached hereto (the "Property"), and;

WHEREAS, the City intends to annex the property, and;

WHEREAS, pursuant to Sections 43.035 and 212.172 of the Texas Local Government Code, the City and the Owner desire to enter into this Annexation Development Agreement (the "Agreement"); and

WHEREAS, the Owner and the City acknowledge that this agreement is binding upon the City and the Owner and their respective successors and assigns, and;

WHEREAS, this Development Agreement is to be recorded in the Official Records of Bastrop County, Texas

NOW THEREFORE, for and in consideration of the promises and the mutual agreements set forth herein, the City and Owner hereby agree as follows:

A. PURPOSE

The purpose of this Agreement is to comply with all requirements of Sections 43.035 and 212.172 of the Texas Local Government Code pertaining to the annexation of property into the Elgin city limits (or extraterritorial jurisdiction).

B. GENERAL TERMS AND CONDITIONS

1. Both parties agree that in consideration of the mutual promises stated herein, that the Property will not be annexed by the City of Elgin so long as 1) the Property continues to receive an agricultural exemption from the Bastrop County Central Appraisal District, except for existing single-family residential use, and 2) no action is taken by the Owner or his assigns to file a subdivision plat or any related development document regarding the Property. If one or more of the above circumstances occur, the City is authorized to commence proceedings to annex all or some of the Property.

2. As consideration for the City foregoing annexation proceedings as described above, the Owner hereby authorizes the City to enforce all regulations and planning authority

of the City, except for any regulations which interfere with Owner's use of the Property for agricultural purposes, wildlife management or timber production.

3. The Owner agrees that the City's AG- Agricultural zoning requirements apply to the Property, and that the Property shall only be used for AG zoning uses. The Owner may continue activities related to AG use, such as firearm use, burning of debris, so long as said activities are related to the AG use.

4. The Owner acknowledges that if Owner or any successor or assign violates any condition of this Agreement, then in addition to the City's other remedies, such act will constitute a petition for voluntary annexation by the Owner, and the Property will be subject to annexation at the direction of the Council. The Owner and any successors or assigns agrees that such annexation shall be voluntary and the Owner hereby consents to such annexation as though a petition for such annexation had been tendered by the Owner, his successors or assigns.

5. Both parties agree that upon annexation of the Property by the City, the City shall, within 30 days of the effective date of the annexation, initiate an initial zoning of the Property conforming to the land use designation for the Property as shown on the most recent amendment of City's Comprehensive Plan.

C. MISCELLANEOUS PROVISIONS

1. Actions Performable. The City and the Owner agree that all actions to be performed under this Agreement are performable in Bastrop County, Texas.

2. Governing Law. The City and Owner agree that this Agreement has been made under the laws of the State of Texas in effect on this date, and that any interpretation of this Agreement at a future date shall be made under the laws of the State of Texas.

3. Severability. If a provision hereof shall be finally declared void or illegal by any court or administrative agency having jurisdiction, the entire Agreement shall not be void; but the remaining provisions shall continue in effect as nearly as possible in accordance with the original intent of the parties.

4. Complete Agreement. This Agreement represents a complete agreement of the parties and supersedes all prior written and oral matters related to this agreement. Any amendment to this Agreement must be in writing and signed by all parties. This Agreement runs with the land and shall bind the Property for a term of fifteen years, unless amended by the parties.

5. Exhibits. All exhibits attached to this Agreement are incorporated by reference and expressly made part of this Agreement as if copied verbatim.

6. Notice. All notices, requests or other communications required or permitted by this Agreement shall be in writing and shall be sent by (i) telecopy, with the original delivered by hand or overnight carrier, (ii) by overnight courier or hand delivery, or (iii)

certified mail, postage prepaid, return receipt requested, and addressed to the parties at the following addresses:

City of Elgin
City Manager
PO Box 591
Elgin, Texas 78621
Bastrop County

Property Owner:

Waymon D & Jacque L Rogers
1096 Redtown Road
Elgin, TX 78621

512-731-4180
Telephone Number

7. Force Majeure. Owner and the City agree that the obligations of each party shall be subject to force majeure events such as natural calamity, fire or strike or inclement weather.
8. Conveyance of Property. Any person who sells or conveys any portion of the Property shall, prior to such sale or conveyance, give written notice of this Agreement to the prospective purchaser or grantee, and shall give written notice of the sale or conveyance to the City.
9. Continuity. This Agreement shall run with the Property and be binding on all successors and grantees of Owner.
10. Survival after Termination. This Agreement shall survive termination to the extent necessary to allow the City to implement the provisions of Section 4, above.
11. Signature Warranty Clause. The signatories to this Agreement represent and warrant that they have the authority to execute this Agreement on behalf of the City and Owner, respectively.

SIGNED as of this ____ day of _____, 20__.

CITY OF ELGIN, TEXAS

Kerry Lacy
City Manager, City of Elgin, Texas

THE STATE OF TEXAS }

COUNTY }

This instrument was acknowledged before me on the _____ day of _____, 20____
by Kerry Lacy, City Manager, City of Elgin, Texas.

Notary Public, State of Texas

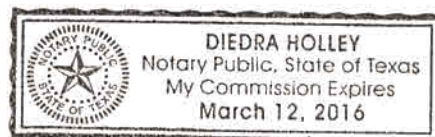
OWNER

Waymon D Rogers Waymon D Rogers
Waymon D Rogers, Owner
Jacque L Rogers Jacque L Rogers
Jacque L Rogers, Owner

THE STATE OF TEXAS }

Taylor
COUNTY OF ~~BASTROP~~ }

This instrument was acknowledged before me on the 15th day of Nov, 20 15
by Waymon D Rogers, and Jacque L Rogers, Owners.



Diedra Holley
Notary Public, State of Texas

EXHIBIT "A"

DEED
201010091
3 PGS

R72258

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

GENERAL WARRANTY DEED WITH VENDOR'S LIEN

STATE OF TEXAS, *

COUNTY OF BASTROP, *

KNOW ALL MEN BY THESE PRESENTS:

That we, **JOHN E. BAKER** and **SUSAN K. BAKER**, hereinafter referred to as **GRANTORS**, for and in consideration of the sum of **TEN AND NO/100 DOLLARS (\$10.00)** and other valuable consideration to the undersigned paid by the party herein named, the receipt of which is hereby acknowledged, and for the further consideration of the following:

Promissory note of even date herewith in the original principal amount of **ONE HUNDRED FIFTEEN THOUSAND AND NO/100 DOLLARS (\$115,000.00)**, payable to the order of John E. Baker and Susan K. Baker, payable as therein provided, the payment of said note being secured by the vendor's lien herein reserved and being additionally secured by a deed of trust, filed of even date herewith, executed by Grantees herein to William H. Jenkins, Trustee;

have **GRANTED, SOLD and CONVEYED**, and by these presents do **GRANT, SELL and CONVEY**, subject to the conditions hereinafter described, unto:

WAYMON D. ROGERS and JACQUE L. ROGERS,

hereinafter referred to as **GRANTEES**, all of the following described real property, together with any improvements situated thereon, located in Bastrop County, Texas, to-wit:

11.466 acres of land, more or less, out of and a part of the **RICHARD YOUNG SURVEY, ABSTRACT NO. 373**, in Bastrop County, Texas; said 11.466 acre tract being more particularly described by metes and bounds on Exhibit "A" attached hereto and made a part hereof for all purposes.

This conveyance is expressly made and accepted subject to any and all mineral and royalty reservations and leases, covenants, conditions, restrictions, easements, plats and all other conditions of record, if any, applicable to and enforceable against the above described property as reflected by the records of the County Clerk of Bastrop County, Texas, to the extent and only to the extent the same are valid and subsisting, and subject to any apparent easement not recorded of record and applicable to such property.

TO HAVE AND TO HOLD the above described premises together with all and singular the rights and appurtenances thereto in anywise belonging unto the said **GRANTEES**, their heirs and assigns, and **GRANTORS** do hereby bind themselves, their heirs and assigns, to warrant and forever defend, all and singular, the said premises unto the said **GRANTEES**, their heirs and assigns, against every person whomsoever claiming or to claim the same, or any part thereof.

But it is expressly agreed and stipulated that the **VENDOR'S LIEN** and superior title are retained against the above described property, until the above-referenced note and all interest thereon is fully paid according to the face and tenor, effect and reading thereof, when this deed shall become absolute.

RECORDER'S MEMORANDUM

All or part of the text in this document was not clearly legible for satisfactory reproduction.

BAC 10-30-187AC

EXECUTED this 20th day of August, 2010.

John E. Baker
John E. Baker

Susan K. Baker
Susan K. Baker

STATE OF TEXAS, *

COUNTY OF BASTROP. *

THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME on this the 20th
day of August, 2010, by JOHN E. BAKER.

Beth Hartman
NOTARY PUBLIC STATE OF TEXAS



STATE OF TEXAS, *

COUNTY OF BASTROP. *

THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME on this the 20th
day of August, 2010, by SUSAN K. BAKER.

Beth Hartman
NOTARY PUBLIC STATE OF TEXAS



EXHIBIT "A"
LEGAL DESCRIPTION FORRoute 5, Box 200 H/FM 1704
Elgin, Texas 78621

Being a 11.466 acre tract, lot, or parcel of land out of and being a part of the Richard Young Survey, A-373, in Bastrop County, Texas, and being a part of that certain 48.649 acre tract described in a deed from John Graham and wife, Reba Sue Graham to Travis La Rue, dated May 10, 1982, recorded in Vol. 308, Page 611, Bastrop County Deed Records. Herein described 11.466 acre tract or parcel being more particularly described by metes and bounds as follows:

Beginning at an iron rod set at a fence corner in the east line of Farm to Market Road No. 1704, the southwest corner of the before mentioned 48.649 acre tract.

Thence with the east line of Farm to Market Road No. 1704, the west line of the said 48.649 acre tract, N 30 degrees 45' 00" E, 465.00 feet to an iron rod set for the northwest corner of this tract from which a concrete right-of-way marker found bears N 30 degrees 45' 00" E, 290.33 feet.

Thence crossing said 48.649 acre tract, S 61 degrees 02' 11" E, 988.88 feet to the east line of same, an iron rod set for the northeast corner of this tract.

Thence with the east line, as fenced, of the said 48.649 acre tract, S 28 degrees 22' 35" W, 535.00 feet to the southeast corner of same, an iron rod found at a fence corner for the southeast corner of this tract.

Thence with the south line, as fenced, of the said 48.649 acre tract, N 57 degrees 03' 22" W, 1011.30 feet to the Point of Beginning, containing 11.466 acres of land.

FILED AND RECORDED
OFFICIAL PUBLIC RECORDS

Rose Pietsch

August 23, 2010 04:12:17 PM

KRISTAB FEE: \$24.00 BOOK: 2014 PAGE: 151-153

ROSE PIETSCH, County Clerk
Bastrop, Texas

DEED

201010091

Initials

Initials

Initials

Initials

After recording, please return to:

City of Elgin
City Manager
PO Box 591
Elgin, Texas 78621



COUNCIL MEETING: December 22, 2015

ITEM: 2. Discussion and action to consider approval and adoption of a proposed ordinance annexing certain hereinafter described adjacent and contiguous territory to the City of Elgin, Texas.

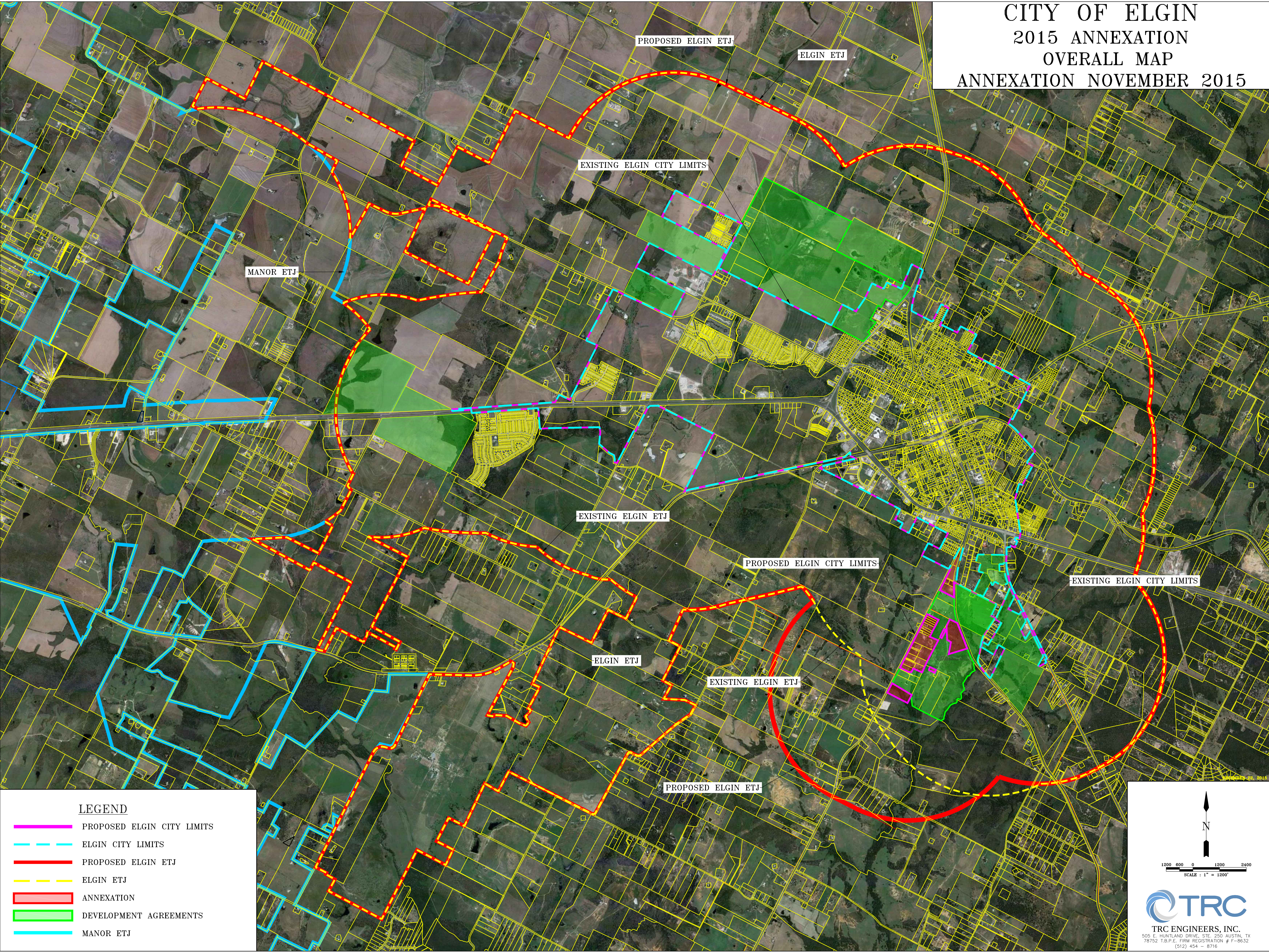
RESOURCE PERSON(S): **Kerry Lacy, City Manager**
Gary N. Cooke, Planning and Development Director
Charlie Crossfield, City Attorney, Sheets and Crossfield, P. C.

SUMMARY: **After two public hearings and negotiating development agreements with property owners whose land is designated as agriculturally exempt within the areas to be annexed; the described adjacent and contiguous territory should be annexed to the City of Elgin, Texas.**

RECOMMENDATION(S): **Staff recommends approval and adoption of Ordinance 2015-12-22-34.**

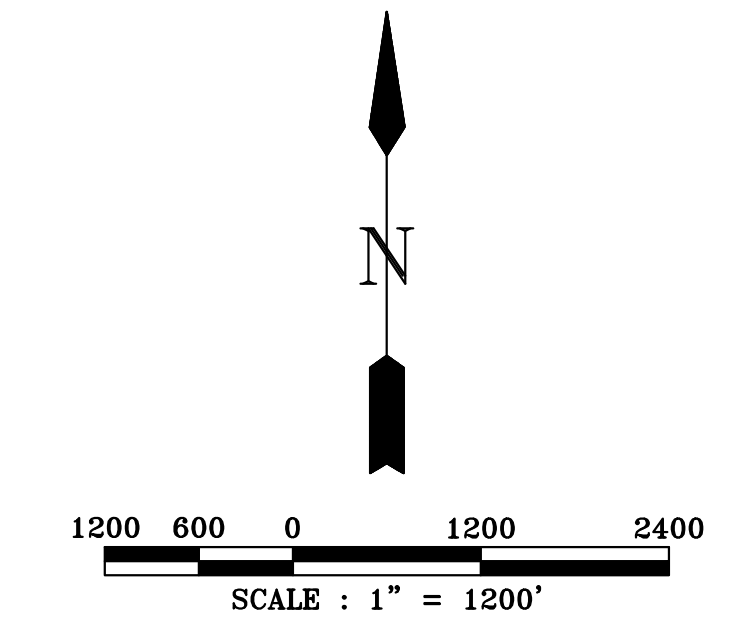
ATTACHMENT:
1-Overall Map
2-Area 1 Map
3-Area 2 Map
4-Ordinance No. 2015-12-22-34
5-Exhibit "A"
6-Exhibit "B"

CITY OF ELGIN
2015 ANNEXATION
OVERALL MAP
ANNEXATION NOVEMBER 2015



LEGEND

- PROPOSED ELGIN CITY LIMITS
- ELGIN CITY LIMITS
- PROPOSED ELGIN ETJ
- ELGIN ETJ
- ANNEXATION
- DEVELOPMENT AGREEMENTS
- MANOR ETJ



TRC
TRC ENGINEERS, INC.
505 E. HUNTLAND DRIVE, STE. 250 AUSTIN, TX
78752 T.B.P.E. FIRM REGISTRATION # F-8632
(512) 454 - 8716

CITY OF ELGIN AREA 1

DEVELOPMENT AGREEMENTS		
1.	358780	147.32 AC.
2.	358787	4.74 AC.
3.	358755	1.00 AC.
4.	358756	9.00 AC.
5.	358752	234.22 AC.
6.	R57003	42.16 AC.
7.	R62896	66.94 AC.
8.	R15519	33.70 AC.
9.	358761	12.43 AC.
10.	R15672	18.64 AC.
11.	R69715	18.64 AC.
12.	R97094	92.00 AC.
TOTAL =		680.79 AC.

LEGEND:

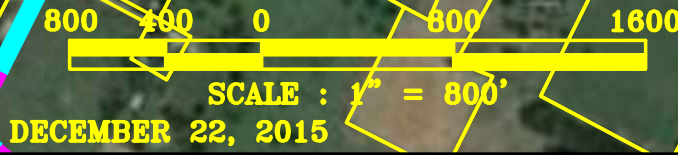
ANNEXATION

DEVELOPMENT AGREEMENT

ELGIN CITY LIMITS

LEGEND

- PROPOSED ELGIN CITY LIMITS
- ELGIN CITY LIMITS
- PROPOSED ELGIN ETJ
- ELGIN ETJ
- ANNEXATION
- DEVELOPMENT AGREEMENTS
- MANOR ETJ



TRC ENGINEERS, INC.
505 E. HUNTLAND DRIVE, STE. 250 AUSTIN, TX
78752 T.B.P.E. FIRM REGISTRATION # F-8632
(512) 454 - 8716

CITY OF ELGIN
AREA 2

LEGEND:

- ANNEXATION
- DEVELOPMENT AGREEMENT

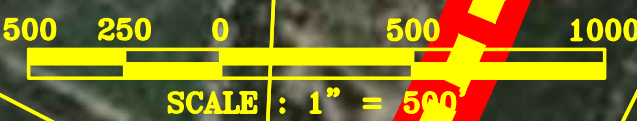
ELGIN CITY LIMITS

ANNEXATION			
1.	R13137	2.00	AC.
2.	R13053	3.39	AC.
3.	R53885	1.00	AC.
4.	R64362	1.216	AC.
5.	R69115	5.446	AC.
9.	R120407	20.00	AC.
10.	R14602	1.23	AC.
11.	R14599	1.23	AC.
12.	R14605	1.23	AC.
13.	R14437	1.233	AC.
14.	R14455	2.46	AC.
15.	R14632	1.23	AC.
16.	R14641	1.23	AC.
17.	R81929	0.92	AC.
18.	R14566	0.32	AC.
19.	R14494	1.00	AC.
20.	R14620	11.096	AC.
22.	R88081	2.48	AC.
23.	R88082	7.23	AC.
24.	R88083	2.48	AC.
25.	R88085	2.48	AC.
26.	R88086	3.61	AC.
27.	R88088	3.12	AC.
28.	R88087	3.05	AC.
29.	R77764	1.00	AC.
34.	R108609	2.68	AC.
38.	R77690	10.437	AC.
TOTAL =		94.798	AC.

DEVELOPMENT AGREEMENT			
6.	R56717	7.00	AC.
7.	R12957	15.15	AC.
8.	R14461	13.57	AC.
21.	R14464	89.60	AC.
30.	R14557	1.00	AC.
31.	R77765	25.18	AC.
32.	R14560	24.18	AC.
33.	R88089	3.43	AC.
35.	R88091	3.32	AC.
36.	R14491	3.30	AC.
37.	R72258	11.47	AC.
TOTAL =		196.20	AC.

LEGEND

- PROPOSED ELGIN CITY LIMITS
- ELGIN CITY LIMITS
- PROPOSED ELGIN ETJ
- ELGIN ETJ
- ANNEXATION
- DEVELOPMENT AGREEMENTS
- MANOR ETJ



DECEMBER 22, 2015

SCALE: 1" = 500'



TRC ENGINEERS, INC.
505 E. HUNTLAND DRIVE, STE. 250 AUSTIN, TX
78752 T.B.P.E. FIRM REGISTRATION # F-8632
(512) 454 - 8716

ORDINANCE NO. 2015-12-22-34

AN ORDINANCE ANNEXING CERTAIN HEREINAFTER-DESCRIBED ADJACENT AND CONTIGUOUS TERRITORY TO THE CITY OF ELGIN TEXAS, TO-WIT: 94.798 ACRES DESCRIBED IN EXHIBIT "A" ALL OF SAID PROPERTY BEING SITUATED IN BASTROP COUNTY, TEXAS, AND ALL ADJACENT ROADWAYS BEING FOR ANNEXATION; EXTENDING THE BOUNDARY LIMITS OF ELGIN SO AS TO INCLUDE SAID PROPERTY WITHIN ELGINS CITY LIMITS; FINDING THAT ALL NECESSARY AND REQUIRED LEGAL CONDITIONS HAVE BEEN SATISFIED; PROVIDING THAT SUCH PROPERTY SHALL BECOME A PART OF THE CITY AND THAT THE OWNERS AND INHABITANTS THEREOF SHALL BE ENTITLED TO THE RIGHTS AND PRIVILEGES OF OTHER CITIZENS AND BE BOUND BY THE ACTS, ORDINANCES, RESOLUTIONS, AND REGULATIONS OF THE CITY NOW IN EFFECT AND THOSE WHICH ARE HEREINAFTER ADOPTED; PROVIDING FOR A SEVERABILITY CLAUSE AND PROVIDING AN EFFECTIVE DATE; PROVIDING FOR A SAVINGS CLAUSE AND REPEALING CONFLICTING ORDINANCES OR RESOLUTIONS.

WHEREAS, the City of Elgin, Texas is a duly constituted home-rule municipality and, as such, is authorized to unilaterally annex territory subject to the laws of the State of Texas and subject to its Charter; and

WHEREAS, a determination has been made that the following described territory should be unilaterally annexed: a tract of land containing 2.0 acres (Section 2-1), a tract of land containing 3.39 acres (Section 2-2), a tract of land containing 1.0 acres (Section 2-3), a tract of land containing 1.216 acres (Section 2-4), a tract of land containing 5.446 acres (Section 2-5), a tract of land containing 20.0 acres (Section 2-9), a tract of land containing 1.23 acres (Section 2-10), a tract of land containing 1.23 (Section 2-11), a tract of land containing 1.23 acres (Section 2-12), a tract of land containing 1.233 acres (Section 2-13), a tract of land containing 2.46 acres (Section 2-14), a tract of land containing 1.23 acres (Section 2-15), a tract of land containing 1.23 acres (Section 2-16), a tract of land containing 0.92 acres (Section 2-17), a tract of land containing 0.32 acres (Section 2-18), a tract of land containing 1.0 acres (Section 2-19), a tract of land containing 11.096 acres (Section 2-20), a tract of land containing 2.48 acres (Section 2-22), a tract of land containing 7.23 acres (Section 2-23), a tract of land containing 2.48 acres (Section 2-24), a tract of land containing 2.48 acres

(Section 2-25), a tract of land containing 3.609 acres (Section 2-26), a tract of land containing 3.122 acres (Section 2-27), a tract of land containing 3.05 acres (Section 2-28), a tract of land containing 1.0 acres (Section 2-29), a tract of land containing 2.68 acres (Section 2-34), and a tract of land containing 10.437 acres (Section 2-38) totaling 94.798 acres of land, more or less, out of the, (the “Property”), said Property being situated in Bastrop County, Texas, and being more particularly described on Exhibit “A” attached hereto and made a part hereof by reference for all purposes; and

WHEREAS, the procedures prescribed by the Charter of the City of Elgin and the applicable laws of the State of Texas have been duly followed with respect to the Property; and

WHEREAS, the City Council of the City of Elgin by resolution directed the City’s Planning Director to prepare a service plan that provided for the extension of full municipal services to the Property, and such service plan was duly prepared as described in Exhibit “B”; and

WHEREAS, the City complied with all statutory provisions requiring notice to property owners in the area proposed for annexation, to public entities providing services in the area proposed for annexation, to private entities providing services in the area proposed for annexation, to railroads with rights-of-way in the area proposed for annexation, and to each public school district in the area proposed for annexation; and

WHEREAS, the City complied with all statutory provisions requiring newspaper publication of the first of two statutorily-required public hearings by causing notice to be published in the Elgin Courier newspaper on November 11, 2015; and

WHEREAS, the City complied with all statutory provisions requiring newspaper publication of the second of two statutorily-required public hearings by causing notice to be published in the Elgin Courier newspaper on November 18, 2015; and

WHEREAS, the City complied with all statutory provisions requiring website posting of such first and second public hearings; and

WHEREAS, the City Council of the City of Elgin held the first public hearing concerning annexation of the Property, following lawful posting and publication, on November 24, 2015; and

WHEREAS, the City Council of the City of Elgin held the second public hearing concerning annexation of the Property, following lawful posting and publication, on December 1, 2015;

WHEREAS, after considering the public testimony received at each such hearing, the City Council of the City of Elgin determines that annexation of the Property is proper in all respects and that such action is in the best interests of the community and its citizens; and

WHEREAS, the City Council of the City of Elgin finds that each and every requirement of law concerning public notices, hearings, and other procedural matters has been fully complied with; and

WHEREAS, the City Council of the City of Elgin determines that the Property for annexation which is more fully described in Exhibit "A" should be annexed; Now, therefore,

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF ELGIN, TEXAS:

I.

That all of the above recitations are found to be true and correct and are incorporated into the body of this Ordinance.

II.

That the property described in the attached Exhibit "A", together with all adjacent roadways, be and is hereby annexed and brought within the corporate limits of the City of Elgin, Texas, and same is hereby made an integral part hereof; and that the boundary limits of the City of Elgin be and the same

are hereby extended to include the above-described territory within the city limits of the City of Elgin, and the same shall hereafter be included within the territorial limits of the City of Elgin.

III.

That the owners and present and future inhabitants of the area herein annexed be entitled to all rights and privileges of other citizens and property owners of the City of Elgin, and are hereby bound by all acts, ordinances, resolutions and regulations of the City, and all other legal actions now in full force and effect and all those which may be hereafter adopted.

IV.

That the official maps and boundaries of the City of Elgin, heretofore adopted and amended, be and are hereby amended so as to include the aforementioned territory as part of the City of Elgin, Texas.

V.

That the Service Plan providing for extension of municipal services to the areas proposed to be annexed, attached hereto and incorporated herein as Exhibit "B" hereby approved.

VI.

That the appropriate city official of the City of Elgin is hereby directed and authorized to perform or cause to be performed all acts necessary to correct the official map of the City to add the territory hereby annexed, as required by law.

VII.

That the City Secretary is hereby directed and authorized to file a certified copy of this Ordinance in the Office of the County Clerks of Travis County and Bastrop County, Texas.

VIII.

That this Ordinance shall become effective after its passage.

IX.

If any section, subsection, sentence, phrase, or word of this Ordinance be found to be illegal, invalid or unconstitutional or if any portion of said property is incapable of being annexed by the City, for any reason whatsoever, the adjudication shall not affect any other section, sentence, phrase, word, paragraph or provision of this Ordinance or the application of any other section, sentence, phrase, word, paragraph or provision of any other ordinance of the City. The City Council declares that it would have adopted the valid portions and applications of this Ordinance and would have annexed the valid property without the invalid part, and to this end the provisions of this Ordinance are declared to be severable.

X.

A. All ordinances, parts of ordinances, or resolutions in conflict herewith are expressly repealed.

B. The invalidity of any section or provision of this Ordinance shall not invalidate other sections or provisions thereof.

C. The City Council hereby finds and declares that written notice of the date, hour, place and subject of the meeting at which this Ordinance was adopted was posted and that such meeting was open to the public as required by law at all times during which this Ordinance and the subject matter thereof were discussed, considered and formally acted upon, all as required by the Open Meetings Act, Chapter 551, Texas Government Code, as amended.

By motion duly made, seconded and passed with an affirmative vote of all the Council members present, the requirement for reading this ordinance on two separate days was dispensed with.

READ, PASSED, and ADOPTED on first reading this 22nd day of December, 2015.

MARC HOLM, Mayor
City of Elgin, Texas

ATTEST:

Lucretia Alvarez, City Secretary

EXHIBIT A

FIELD NOTES

CITY OF ELGIN

SECTION 2-1

2.00 – ACRE ANNEXATION

The real property located in the County of Bastrop, State of Texas (current Appraised Land Value of \$31,000.00) commonly known as A178 Garretson, Thomas 2.00; which was described in a Quit-Claim Deed to Shirley Cook from Lee Ester Perkins as recorded in Volume 1428, Page 509, Deed of Records of Bastrop County, Texas.

CITY OF ELGIN
AREA 2 – 292.36 AC.
SECTION 2-1

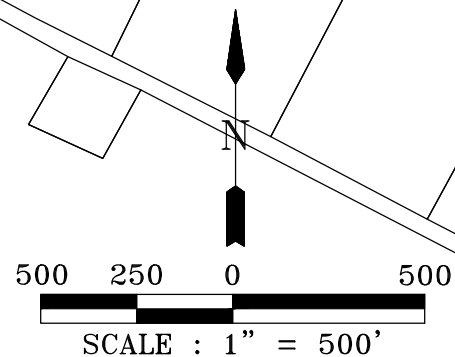
LINE TABLE		
LINE #	LENGTH	DIRECTION
L1	1014.91	N16° 19' 24.37"E
L2	184.06	S65° 16' 56.23"E
L3	494.20	S27° 04' 34.45"W
L4	510.50	S26° 27' 52.85"W

R13137
2.00 AC.

ELGIN
CITY LIMITS

ELGIN
CITY LIMITS

SEPTEMBER 2015



TRC ENGINEERS, INC.

505 E. HUNTLAND DRIVE, STE. 250 AUSTIN, TX
78752 T.B.P.E. FIRM REGISTRATION # F-8632
(512) 454 - 8716

EXHIBIT A

FIELD NOTES

CITY OF ELGIN

SECTION 2-2

3.39 – ACRE ANNEXATION

The southernmost four (4) acres of that certain six (6) acre tract of land lying in Bastrop County, Texas, as described in a deed to Hosie Perkins and wife, LeEster Prekins, from Elgin National Bank, Elgin, Texas, as recorded in Volume 109, page 384, Deed Records of Bastrop County, Texas.

CITY OF ELGIN
AREA 2 – 292.36 AC.
SECTION 2-2

LINE TABLE		
LINE #	LENGTH	DIRECTION
L1	639.80	S25° 55' 26.55"W
L2	184.06	N65° 16' 56.23"W
L3	132.14	N16° 02' 05.11"E
L4	364.01	S62° 35' 41.38"E

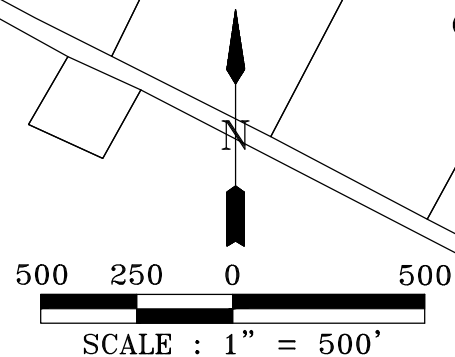
CURVE TABLE				
CURVE #	LENGTH	RADIUS	DELTA	TANGENT
C1	547.50	2147.72	14.61	275.24

ELGIN
CITY LIMITS

R13053
3.39 AC.

ELGIN
CITY LIMITS

SEPTEMBER 2015



TRC ENGINEERS, INC.

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FIELD NOTES

CITY OF ELGIN

SECTION 2-3

1.000– ACRE ANNEXATION

Being a 1.000 acre tract, lot or parcel of land out of and being a part of the THOMAS GARRETSON SURVEY in Bastrop, County, Texas, and being a part of that certain 15.02 acre tract described in a deed from Tom Mendez and wife, Amelia Mendez Fahimr Elmargia, dated October 21, 1980, recorded in Vol. 291, Pg., 809, Bastrop County Deed Records, Said 15.02 acre tract being described in a deed from Sammy L. Condrón, et ux, to Tom Mendez, et ux, dated December 7, 1977, recorded in Vol. 258, Pg. 553, Bastrop County Deed Records. Herein described 1.000 acre tract or parcel being more particularly described by metes and bounds as follows:

COMMENCING for reference at an iron rod found at the intersection of the east line of FM 2704 with the north line of a county road, the northwest corner of the before mentioned 15.02 acre tract.

THENCE with the east line of FM 1704, the west line of the said 15.02 acre tract: S 30°00'00" W, 38.00 feet to an iron rod set where same intersects the south line of the said county road, for the Point of Beginning, the northwest corner of this tract.

THENCE with the south line of the said county road, S 60° 40' 00" E, 204.54 feet to an iron rod set for the northeast corner of this tract.

THENCE 30°00'00" W, 213.54 feet to an iron rod set for the southeast corner of this tract.

THENCE N 60° 40'00" W, 204.00 feet to an iron rod set in the east line of FM 1704, the west line of the said 15.02 acre tract, for the southwest corner of this tract.

THENCE with the east line of FM 1704, the west line of the said 15.02 acre tract, N30° 00'00" S, 213.54 feet to the POINT OF BEGINNING, containing 1.000 acres of land.

CITY OF ELGIN
AREA 2 – 292.36 AC.
SECTION 2-3

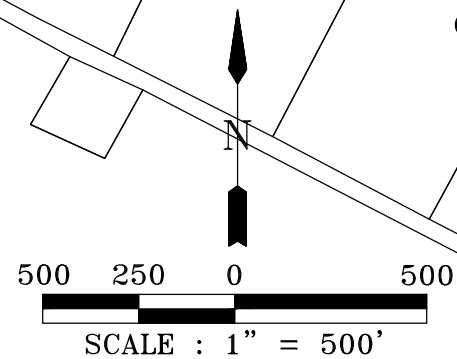
LINE TABLE		
LINE #	LENGTH	DIRECTION
L1	209.39	S24° 26' 14.26"W
L2	197.68	S64° 57' 20.09"E
L3	209.45	N26° 45' 29.82"E
L4	206.16	N64° 56' 58.38"W

ELGIN
CITY LIMITS

R53885
1.00 AC.

ELGIN
CITY LIMITS

SEPTEMBER 2015



TRC ENGINEERS, INC.

505 E. HUNTLAND DRIVE, STE. 250 AUSTIN, TX
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(512) 454 - 8716

FIELD NOTES

CITY OF ELGIN

SECTION 2-4

1.216 – ACRE ANNEXATION

Tract No. 1:

Being a tract or parcel of land situated in Bastrop County, Texas, and being out of and a part of the Thomas Garretson Survey, Abstract No. 178, and being a part of that certain tract of land as recorded in a trustee's Deed to Elgin Bank of Texas, dated December 4, 1987, and recorded in Volume 487, page 447, of the Bastrop County Official Records, and being more particularly described by metes and bounds as follows:

COMMENCING at an iron rod set in the West line of the M.K.&T. Railroad at its intersection with the South line of County Road No. 53, for the Northeast corner of the said Elgin Bank Tract, and for the Northeast corner and POINT OF BEGINNING of the herein described tract;

THENCE with the West line of the said M.K.&T. Railroad, the same being the east line of the said Elgin Bank tract, South 02 degrees 00 minutes 42 seconds West, a distance of 240.28 feet to an iron rod found for the Northeast corner of a 4.449 acre tract of land surveyed this day by the undersigned, and for the Southeast corner of this tract;

THENCE with the North line of the said 4.449 acre tract, North 60 degrees 46 minutes 56 seconds West, a distance of 304.06 feet to an iron rod set for the Southeast corner of that certain tract of land as described in a deed to David D Cundy and wife, Alice M. Cundy from Fahim Elmargia, and recorded in Volume 528, Page 673, of the Bastrop County Deed Records, for an interior corner of the said Elgin Bank Tract, and for the Southwest corner of this tract;

THENCE with the east line of the said Cundy tract, North 30 degrees 00 minutes 00 seconds East, a distance of 214.10 feet to an iron rod found in the South line of said County Road No. 53 for the Northeast corner of the said Cundy tract, for the northerly most Northwest corner of the said Elgin Bank tract, and for the Northwest corner of this tract;

THENCE with the south line of said County Road No. 53, and the North line of the said Elgin Bank tract, South 60 degrees 40 minutes 00 seconds East, a distance of 191.29 feet to the POINT OF BEGINNING, containing 1.216 acres of land, more or less.

CITY OF ELGIN
AREA 2 – 292.36 AC.
SECTION 2-4

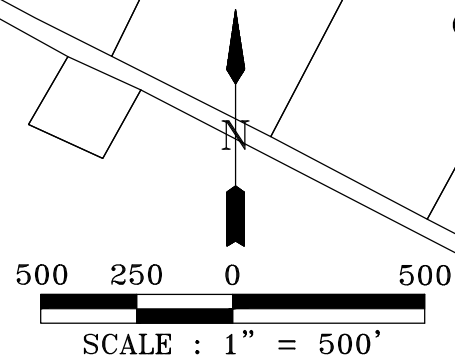
LINE TABLE		
LINE #	LENGTH	DIRECTION
L1	203.50	N63° 22' 27.83"W
L2	236.19	N0° 25' 20.22"E
L3	299.81	S62° 51' 40.67"E
L4	209.39	S24° 26' 14.26"W

ELGIN
CITY LIMITS

R64362
1.22 AC.

ELGIN
CITY LIMITS

SEPTEMBER 2015



TRC ENGINEERS, INC.

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FIELD NOTES

CITY OF ELGIN

SECTION 2-5

5.446 – ACRE ANNEXATION

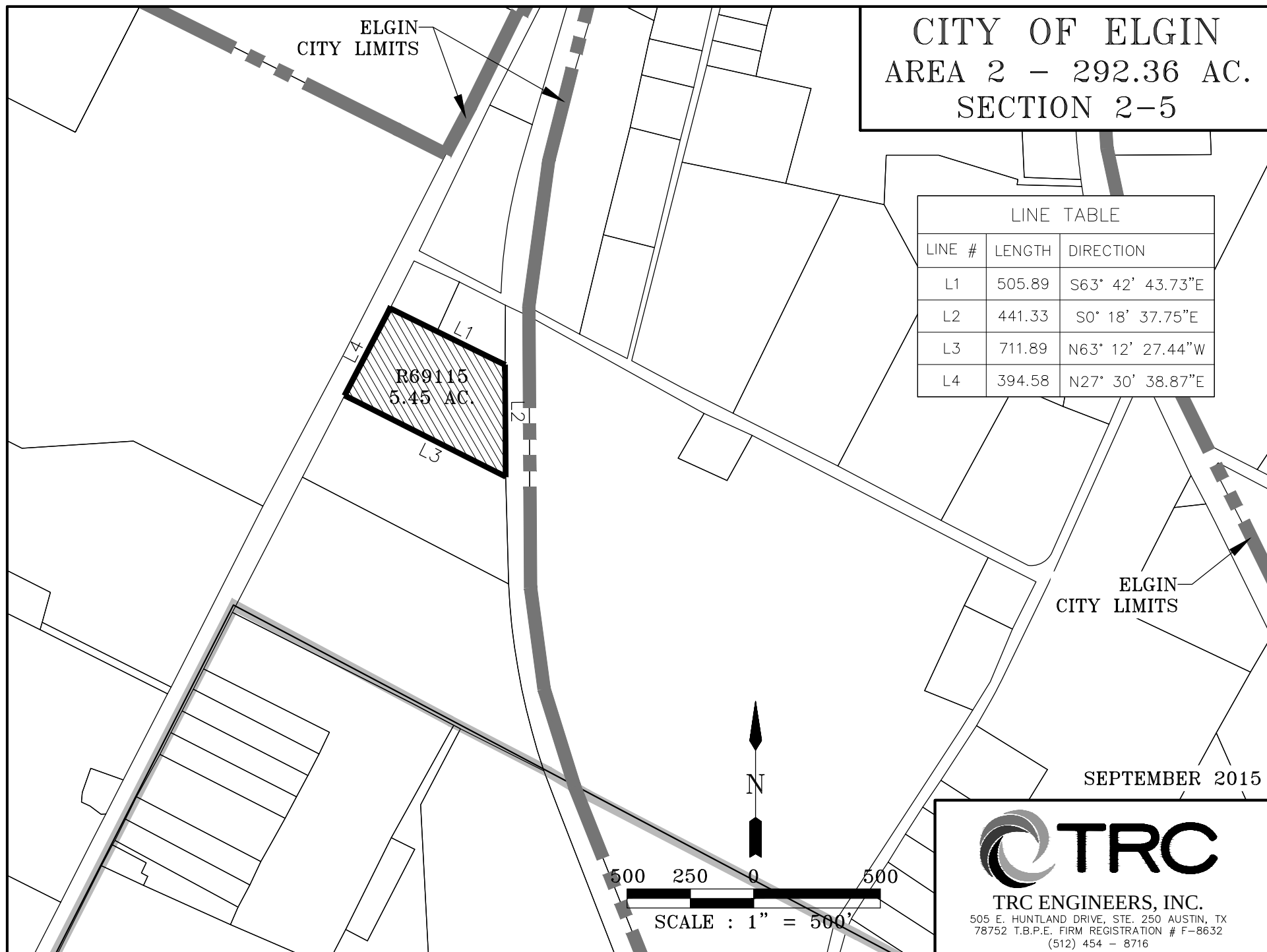
BEING A 5 446 ACRE TRACT OF LAND LYING IN AND BEING SITUATED OUT OF THE THOMAS GARRETSON SURVEY, ABSTRACT 178 IN BASTROP COUNTY, TEXAS AND BEING ALL OF THOSE CERTAIN TRACTS OF LAND CONTAINING 4.449 ACRES AND 1 000 ACRE. CONVEYED TO EARLENE J SLAUGHTER BY DEED RECORDED IN VOLUME 553, PAGE 192 OF THE DEED RECORDS OF BASTROP COUNTY, TEXAS, SAID 5 446 ACRE TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS AND AS SURVEYED UNDER THE SUPERVISION OF JAMES E GARON & ASSOCIATES, INC. IN JULY 2005.

BEGINNING at an iron rod found on the easterly right-of-way line of FM 1704 for the northwest corner hereof and said 4 449 acre tract and the southwest corner of that certain 1 000 acre tract of land conveyed to Alice M Cundy by deed recorded in Volume 623, Page 639 of said deed records.

THENCE along the north line hereof and said 4 449 acre tract, S 60°50'45" E a distance of 287 24 feet to an iron rod found for the southeast corner of said Cundy tract and the southwest corner of that certain 1 216 acre tract of land conveyed to Jamie Carrol Fite by deed recorded in Volume 572, Page 40 of said deed records and S 60°40'58" E a distance of 300 78 feet to an iron rod found on the westerly line of the M.K.&T. Railroad for the northeast corner hereof and said 4 449 acre tract and the southeast corner of said Fite tract.

THENCE S 02°06'35" W a distance of 442 20 feet along said railroad to an iron rod set for the southeast corner hereof and said 4 449 acre tract and the northeast corner of that certain 7 000 acre tract of land conveyed to Keith Wilcox by deeds recorded in Volume 889, Page 679 of said deed records.

THENCE N 59°58'20" W, passing at a distance of 300 01 feet an iron rod found for the southeast corner of said 1 000 acre tract and continuing for a total distance of 714 86 feet to an iron rod found on the east right-of-way line of FM. Highway 1704 for the southwest corner hereof and said 1 000 acre tract and northwest corner of said Wilcox tract.



FIELD NOTES

CITY OF ELGIN

SECTION 2-9

20.000 – ACRE ANNEXATION

FIELD NOTES FOR A 20.000 ACRE TRACT IN THE RICHARD YOUNG SURVEY,
BASTROP COUNTY, TEXAS.

Being a 20.000 acre tract or parcel of land out of and being a part of the Richard Young Survey, A-373, in Bastrop County, Texas, and being a part of that certain 109.602 acre tract described in a deed from J.W. Driskell and wife, Annie Ruth Driskell to Harold Gene McVay and wife, Shirley J. McVay, recorded in Vol. 862, Page 196, Bastrop County Deed Records. Herein described tract or parcel of land being more particularly described by metes and bounds as follows:

COMMENCING for reference at a 5/8 inch iron rod found in the south line of the Thomas Garretson Survey, A-178, and that certain 15.15 acre tract described in a deed from Carthon Paris Phillips, et ux, to Wilbert G. George, et ux, recorded in Vol. 682, page 426, Bastrop County Deed Records, and the north line of the Richard Young Survey, at the northeast corner of that certain 13.57 acre tract described in a deed from Amelia Rodríguez, et al, to Irene Rodriguez, recorded in Vol. 216, Page 286, Bastrop County Deed Records, and the northwest corner of the McVay 109.602 acre tract, of which this is a part.

THENCE with the south line of the Garretson Survey and George 15.15 acre tract, and the north line of the Young Survey and the McVay 109.602 acre tract, S 59 deg. 48 min. 05 sec E, 30.00 feet to a 5/8 inch iron rod set for the POINT OF BEGINNING, for the northwest corner of this tract.

THENCE continuing with the south line of the Garretson Survey and George 15.15 acre tract and the north line of the Young Survey and McVay 109.602 acre tract, S 59 deg. 48 min. 05 sec. E, 369.14 feet to a 5/8 inch iron rod found at a fence corner where same intersects the curving west line of the M.K.&T. Railroad, the northeast corner of the McVay 109.602 acre tract, for the northeast corner of this tract.

THENCE with the west line of the M.K.&T. Railroad and east line of the McVay 109.602 acre tract along a curve to the left whose radius is 11509.16 feet, whose long chord bears S 18 deg. 08 min. 08 sec. E, 173.99 feet; 173.99 feet along the arc to a point at the end of same.

THENCE continuing with said line, S 17 deg. 47 min. 44 sec. E, 1049.35 feet to a 5/8 inch iron rod set of the southeast corner of this tract.

THENCE S 76 deg. 39 min. 03 sec. W, 866.46 feet to a 5/8 inch iron rod set for the southwest corner of this tract.

THENCE N 14 deg. 33 min. 26 sec. E, 549.05 feet to a 5/8 inch iron rod set N 53 deg. 41 min. 03 sec. W, 200.00 feet to a 5/8 inch iron rod set, N 00 deg. 41 min. 32 sec. E, 614.00 feet to a 5/8 inch iron rod set; N 31 deg. 17 min. 33 sec. E, 339.43 feet to the POINT OF BEGINNING, containing 20.000 acres of land.

CITY OF ELGIN
AREA 2 – 292.36 AC.
SECTION 2-9

LINE TABLE		
LINE #	LENGTH	DIRECTION
L1	87.00	N20° 31' 54.14"W
L2	1049.35	N21° 10' 52.76"W
L3	1049.35	N21° 10' 52.76"W
L4	868.46	N73° 07' 19.14"E
L5	548.37	N10° 55' 34.43"E
L6	200.27	S57° 18' 36.84"E
L7	613.55	S2° 57' 08.94"E
L8	338.84	S27° 41' 12.17"W
L9	368.56	S63° 11' 40.09"E

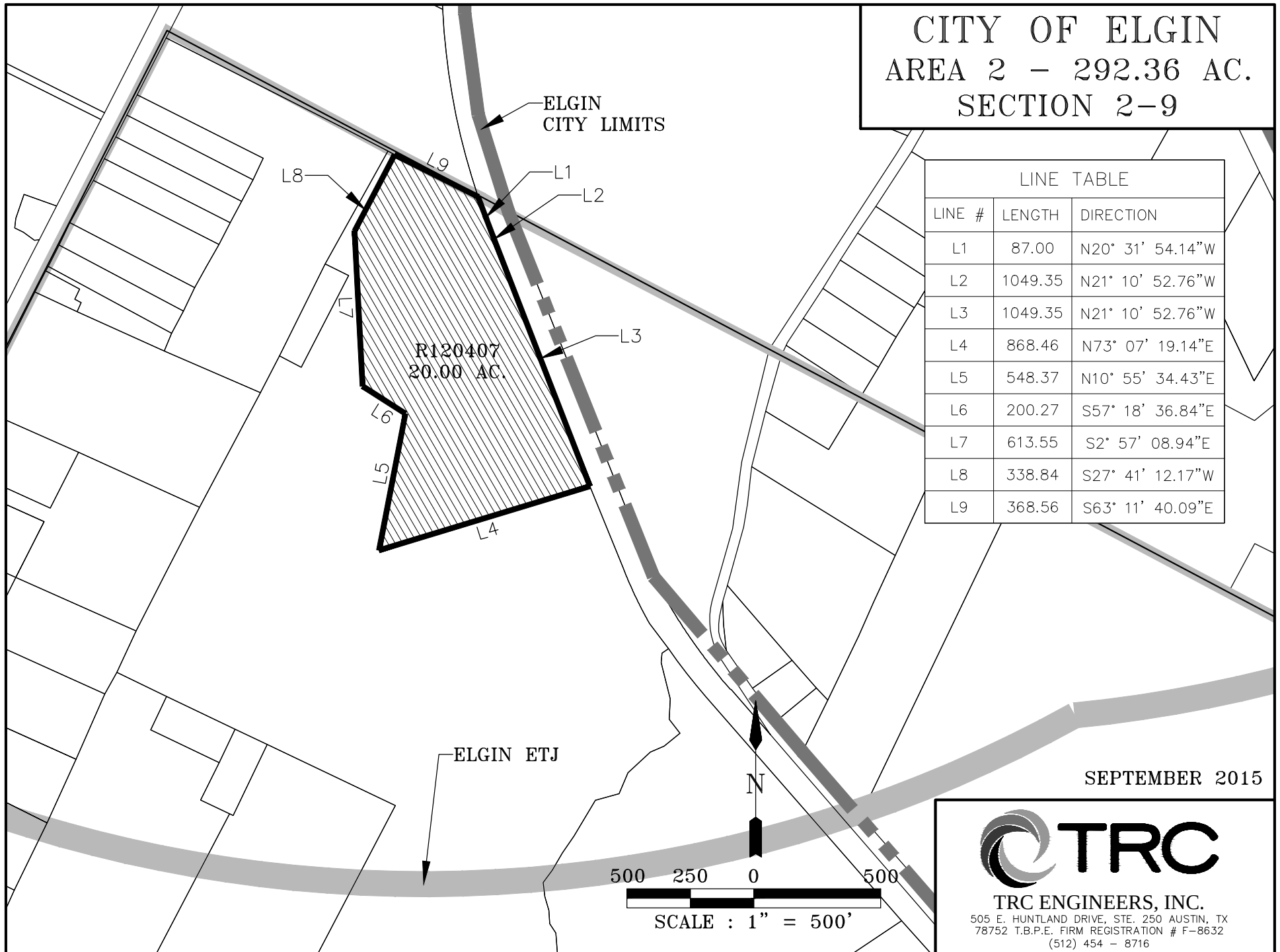


EXHIBIT A

FIELD NOTES

CITY OF ELGIN

SECTION 2-10

1.23 – ACRE ANNEXATION

Beginning at an iron stake set in the East R.O.W. line of FM. Highway #1704 and the West line of that certain 25 acre tract conveyed to M.A. Rodriguez, et ux by deed recorded in Volume 119, Page 573 of the Deed Records of Bastrop County, Texan, for the Northwest corner of the tract herein described, from which the occupied Northwest corner of the said Rodrigues 25 acre tract bears N 30 Deg. 30'E. 244.59 Ft.;

THENCE S 59 deg. 18'E, 559.96 ft. to an iron stake set in the Northeast corner of this tract;

THENCE S 31 deg. 09'W 96.04 ft. to an iron stake set for the Southeast corner of this tract;

THENCE N 50 deg. 18'W. 558.87 ft. to an iron stake set in the East R.O.W. line of the said FM. Highway #1704 ad the West line of the said Rodriguez 25 acres, for the southwest corner of this tract; THENCH with the East R.O.W. line of the said highway and the West line of the said Rodriguez 25 acre tract, N 30 deg. 30'E. 96.04 ft. to the place or beginning, containing 1.23 acres of land, all out of the Richard Young Survey, Bastrop, County, Texas, surveyed September, 1972, and designated Tract 2.

CITY OF ELGIN
AREA 2 – 292.36 AC.
SECTION 2-10

ELGIN
CITY LIMITS

R14602
1.23 AC.

L4

L1

L3

L2

LINE TABLE

LINE #	LENGTH	DIRECTION
L1	555.43	S63° 13' 53.23"E
L2	94.46	S25° 05' 33.37"W
L3	558.87	S62° 47' 59.62"E
L4	90.04	S27° 11' 12.37"W

SEPTEMBER 2015

ELGIN
ETJ

500 250 0 500

SCALE : 1" = 500'



TRC ENGINEERS, INC.

505 E. HUNTLAND DRIVE, STE. 250 AUSTIN, TX
78752 T.B.P.E. FIRM REGISTRATION # F-8632
(512) 454 - 8716

EXHIBIT A

FIELD NOTES

CITY OF ELGIN

SECTION 2-11

1.23 – ACRE ANNEXATION

Being 1.23 Acres of land, more or less, out of and a part of the Richard Young Survey, Abstract No. 373, Bastrop County, Texas; said 1.23 acre tract being the same conveyed in deed to Carmen Arredondo and Inez Arredondo, recorded in Volume 887, Page 748 and re-recorded in Volume 891, Page 435, both of the Official Records of Bastrop County, Texas, and being more particularly described by Metes and Bounds as follows:

Beginning at an iron stake set in the East R.O.W. line of FM. Highway #1704 and the West line of that certain 25 Acre tract conveyed to M.A. Rodriguez, et ux by deed recorded in Volume 119, Page 573 of the Deed Records of Bastrop County, Texas, for the Northwest corner of the tract herein described, from which the Northwest corner of the Said 25 Acre tract bears North 30 degrees 30 minutes East 340.63 feet;

THENCE South 59 degrees 18 minutes East 558.87 feet to an iron stake set for the Northeast corner of this tract;

THENCE South 31 degrees 09 minutes West 96.23 feet, to an iron stake set for the Southeast corner of this tract;

THENCE North 59 degrees 18 minutes West 557.78 feet to an iron stake set in the East R.O.W. line of the said FM. Highway #1704 and the West line of the said Rodriguez 25 Acres, for the Southwest corner of this tract;

THENCE with the East R.O.W. line of the said highway and the West line of the said Rodriguez 25 Acre tract, North 30 degrees 30 minutes East 96.23 feet to the place of beginning, containing 1.23 Acres of land, more or less.

CITY OF ELGIN
AREA 2 – 292.36 AC.
SECTION 2-11

ELGIN
CITY LIMITS

R14599
1.23 AC.

LINE TABLE

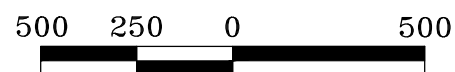
LINE #	LENGTH	DIRECTION
L1	558.87	S62° 48' 47.63"E
L2	96.23	S27° 38' 59.74"W
L3	557.78	S62° 48' 00.37"E
L4	96.23	S27° 00' 00.28"W

SEPTEMBER 2015



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SCALE : 1" = 500'



ELGIN
ETJ

EXHIBIT A

FIELD NOTES

CITY OF ELGIN

SECTION 2-12

1.23 – ACRE ANNEXATION

Beginning at an iron stake set in the East R.O.W. line of FM. Highway #1704 and the West line of that certain 25 acre tract conveyed to M.A. Rodriguez, et ux, by deed recorded in Volume 119, Page 573 of the Deed Records of Bastrop County, Texas for the Northwest corner of the tract herein described, from which the Northwest corner of the said 25 acre tract bears N 30 deg. 30'E. 340.63 ft.;

THENCE S 59 deg. 18'E. 558.87 ft. to an iron stake set for the Northeast corner of this tract;

THENCE S 31 deg. 09'W. 96.23 ft. to an iron stake set for the Southeast corner of this tract;

THENCE N 59 deg. 18'W. 557.78 ft. to an iron stake set in the East R.O.W. line of the said F.M. Highway #1704 and the West line of the said Rodriguez 25 acres, for the Southwest corner of this tract;

THENCE with the East R.O.W. line of the said highway and the West line of the said Rodriguez 25 acre tract, N 30 deg. 30'e. 96.23 ft. to the place of beginning, containing 1.23 acre of land, surveyed September, 1972, and designated Tract 3.

CITY OF ELGIN
AREA 2 – 292.36 AC.
SECTION 2-12

ELGIN
CITY LIMITS

R14605
1.23 AC.

L4

L1

L3

L2

LINE TABLE

LINE #	LENGTH	DIRECTION
L1	557.78	S62° 48' 00.37"E
L2	95.12	N28° 03' 17.99"E
L3	556.49	S62° 57' 31.63"E
L4	96.65	N27° 16' 29.40"E

SEPTEMBER 2015

ELGIN
ETJ

500 250 0 500

SCALE : 1" = 500'



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FIELD NOTES

CITY OF ELGIN

SECTION 2-13

1.233 – ACRE ANNEXATION

1.233 ACRES OF LAND OUT OF THE RICHA R YOUNG SURVEY, ABSTRACT 373 IN BASTROP COUNTY, TEXAS COMPRISED OF THAT TRACT CONVEYED AS TRACT 5, 1.23 ACRES TO INEZ RODRIGUEZ ARREDONDO PER VOLUME 216, PAGE 286, DEED RECORDS OF BASROP COUNTY AND MORE PARTICULARTY DESCRIBED BY METES AND BOUNDS PER SURVEY SUPERVISED BY C. RICHARD RALPH, R.P.L.S. NO. 4758 DURING DECEMBER, 2013:

BEGINNING at a point for the northwest corner hereof, the common west corner of said Tract 5 and that tract conveyed as Tract 4 1.23 acres to Cameron Rodriguez per Bastrop Central Appraisal District Records, formerly to Miguel Rodriguez per said Volume 216, page 286 and a point on the east right-of-way line of FM Highway 1704 from which, for reference, an iron rod found bears N 59°27'32" W, 0.34 feet and an iron rod found bears N 30°30'00" E, 96.57 feet along the east line of said Highway;

THENCE N 59°27'32" E, 556.49 feet to an iron rod set for the northeast corner hereof, the common east corner of said Tracts 5 and 4 and a point on the westerly line of the tract conveyed as 13.57 acres to Gordon Molina and Phyllis Davis Molina per Volume 1163, Page 610 of said Official Records;

THENCE S 31°09'00" W, 96.61 feet along the common line of said Tract 5 and said 13.57 acres to an iron rod found for the southeast corner hereof and the common east corner of said Tract 5 and that tract conveyed as 1023 acres to Robert R. Wenske and Sharon S Wenske per volume 635, Page 540 of said Official Records;

THENCE N 59°27'48" W, 555.39 feet to a point on the south line of said Highway for the southwest corner hereof and the common west corner of said Tract 5 and said Wenske 1.23 acres, from which, for reference, an iron rod found bears N 59°27'48" W, 0.41 feet and which bears N 30°30'00" E, 500.85 feet from an iron rod found;

THENCE N30°30'00" E, (bearing basis for this survey per said Volume 216, Page 286) 96.65 feet along the east line of said Highway to the POINT OF BEGINNING, containing 1.233 acres of land, more or less and shown on the survey map prepared herewith.

CITY OF ELGIN
AREA 2 – 292.36 AC.
SECTION 2-13

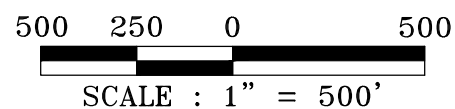
LINE TABLE		
LINE #	LENGTH	DIRECTION
L1	556.49	S62° 57' 31.63"E
L2	96.61	S27° 39' 00.56"W
L3	555.39	S62° 57' 48.37"E
L4	96.65	S26° 59' 59.36"W

ELGIN
CITY LIMITS

R14437
1.23 AC.

SEPTEMBER 2015

ELGIN
ETJ



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FIELD NOTES

CITY OF ELGIN

SECTION 2-14

2.46 – ACRE ANNEXATION

All that certain tract or parcel of land situated in Bastrop County, Texas, and being a part of the RICHARD YOUNG SURVEY, A-373, and being more particularly described as follows.

Beginning at an iron stake set in the West line of that certain 25 acre tract conveyed to M. A. Rodriguez, et ux by deed recorded in Volume 119, page 573 of the Deed Records of Bastrop County, Texas, and the East R. O. W. line of FM. Highway #1704, for the Northwest corner of the tract herein described, from which the Northwest corner of the said Rodriguez 25 acre tract bears N 30 deg. 30'E. 630.10 ft.;

THENCE S 59 deg. 18'E., 555.59 ft. to an iron stake set for the Northeast corner of this tract;

THENCE S 31 deg. 09'W. 96.80 ft. to an iron stake set for the Southeast corner of this tract;

THENCE N 59 deg. 18'W. 554.49 ft. to an iron stake set in the East R. O. W. line of the said FM. Highway #1704 and the West line of the said Rodriguez 25 acres, for the Southwest corner of this tract;

THENCE with the East R. O. W. line of the said highway and the West line of the said 25 acre tract, N 30 deg. 30' E. 96.80 ft. to the place of beginning, containing 1.23 acre of land, surveyed September, 1972, and designated Tract 6.

Beginning at an iron stake set in the East R.O.W. line of FM. Highway #1704 and the West line of that certain 25 acre tract conveyed to M.A. Rodriguez, et uc, by deed recorded in Volume 119, age 573 of the deed records of Bastrop County, Texas, for the Northwest corner of the tract herein described; from which the Northwest corner of the said Rodriguez 25 acres bears N 30 deg. 30'E, 726.90 ft.;

THENCE S 59 deg. 18'E, 554.49 ft. to an iron stake set for the Northeast corner of this tract;

THENCE S 31 deg. 09'W. 96.99 ft. to an iron stake set for the Southeast corner of this tract;

THENCE N 59 deg. 18'W, -53.39 ft. to an iron state set in the East R.O.W. line of the said FM. Highway #1704 and the West line of the said Rodriguez 25 acre tract, for the Southwest corner of this tract, from which the Southwest corner of the said Rodriguez 25 acres bears S 30 deg. 30'W. 307.50 ft.;

THENCE with the East R.O.W. line of the said Rodriguez 25 acres, N 30 deg. 30'E. 96.99 Ft. to the place of beginning, containing 1.23 acres of land, surveyed September, 1972, and designated Tract 7.

CITY OF ELGIN
AREA 2 – 292.36 AC.
SECTION 2-14

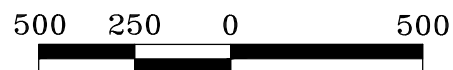
LINE TABLE		
LINE #	LENGTH	DIRECTION
L1	550.09	S62° 27' 12.87"E
L2	195.53	N29° 21' 45.35"E
L3	555.39	S62° 57' 48.37"E
L4	190.49	N27° 49' 25.52"E

ELGIN
CITY LIMITS

R14455
2.46 AC.

SEPTEMBER 2015

ELGIN
ETJ



SCALE : 1" = 500'



TRC ENGINEERS, INC.

505 E. HUNTLAND DRIVE, STE. 250 AUSTIN, TX
78752 T.B.P.E. FIRM REGISTRATION # F-8632
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EXHIBIT A

FIELD NOTES

CITY OF ELGIN

SECTION 2-15

1.23 – ACRE ANNEXATION

BEGINNING at an iron stake in the East R.O.W. line of FM. Highway 1704 and the West line of that certain 25 acre tract conveyed to M.S. Rodriguez, et ux, by deed recorded in volume 119, page 573 of the Deed Records of Bastrop County, Texas, for the Southwest corner of the tract herein described, from which the Southwest corner of the said Rodriguez 25 acres bears S 30 deg. 30' W. 220.32 ft.;

THENCE with the East line of the said highway and the West line of the said Rodriguez 25 acres tract N 30 deg. 30" S. 57.15 ft. to an iron stake set for the Northwest corner of this tract;

THENCE S 57 deg. 15" S. 553.33 ft. to an iron stake set for the Northeast corner of this tract;

THENCE S 31 deg. 09" W. 97.13 ft. to an iron stake set for the Southeast corner of this tract;

THENCE N 59 deg. 18" W. 552.27 ft. to the place or beginning, containing 1.23 acres of land, surveyed September, 1972, and designated Tract 8.

CITY OF ELGIN
AREA 2 – 292.36 AC.
SECTION 2-15

LINE TABLE		
LINE #	LENGTH	DIRECTION
L1	550.09	S62° 27' 12.87"E
L2	102.06	S25° 20' 28.88"W
L3	555.29	S62° 04' 02.84"E
L4	98.25	S28° 07' 34.21"W

ELGIN
CITY LIMITS

R14632
1.23 AC.

SEPTEMBER 2015

ELGIN
ETJ

500 250 0 500
SCALE : 1" = 500'



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EXHIBIT A

FIELD NOTES

CITY OF ELGIN

SECTION 2-16

1.23 – ACRE ANNEXATION

BEGINNING at an iron stake set in the East R.O.W. line of FM. Highway 1704 and the West line of that certain 25 acre that conveyed to M.A. Rodriguez, et ux, by deed recorded in Volume 119, page 573, of the deed records of Bastrop County, Texas, for the southwest corner of the tract herein described, from which the southwest corner of the said Rodriguez 25 acres bears S. 30° 30' W. 112.95 feet; THENCE W. 30° 30' N. 97.37 feet to an iron stake set for the northwest corner of this tract;

THENCE S. 59° 18' E. 552.29 feet to an iron stake set for the Southeast corner of this tract;

THENCE S. 31° 08' W. 97.37 feet to an iron stake set for the Southeast corner of this tract;

THENCE N. 59° 18' W. 551.18 feet to the PLACE OF BEGINNING, containing 1.23 acres of land, surveyed September, 1972, and designated Tract 9, together with all improvements thereon.

CITY OF ELGIN
AREA 2 – 292.36 AC.
SECTION 2-16

LINE TABLE		
LINE #	LENGTH	DIRECTION
L1	552.70	S61° 32' 18.76"E
L2	99.43	N27° 59' 15.43"E
L3	555.29	S62° 04' 02.84"E
L4	94.36	N26° 33' 44.61"E

ELGIN
CITY LIMITS

L4

L3

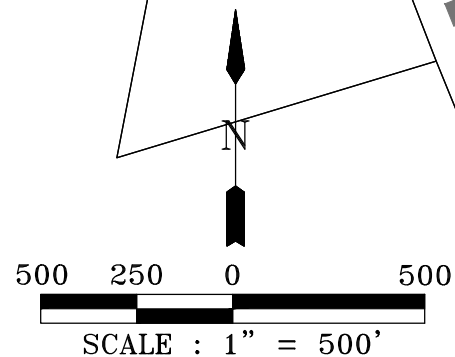
L1

L2

R14641
1.23 AC.

ELGIN
ETJ

SEPTEMBER 2015



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EXHIBIT A

FIELD NOTES

CITY OF ELGIN

SECTION 2-17

0.92 – ACRE ANNEXATION

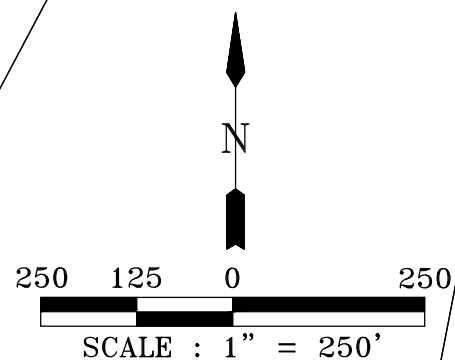
Lot 2, of Servantez Subdivision, an addition in Bastrop County, Texas, according to the map or plat thereof, recorded in Cabinet 3, page 118A, of the Plat Records of Bastrop County, Texas.

CITY OF ELGIN
AREA 2 – 292.36 AC.
SECTION 2-17

LINE TABLE		
LINE #	LENGTH	DIRECTION
L1	552.70	S61° 32' 18.76"E
L2	75.49	S21° 51' 16.88"W
L3	378.30	S65° 42' 05.53"E
L4	21.04	N29° 32' 13.71"E
L5	39.60	N24° 37' 24.68"E
L6	28.18	N62° 31' 32.95"W
L7	44.18	N25° 06' 53.64"E
L8	151.12	N61° 44' 17.02"W

ELGIN
CITY LIMITS

R81929
0.92 AC.



SEPTEMBER 2015



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EXHIBIT A

FIELD NOTES

CITY OF ELGIN

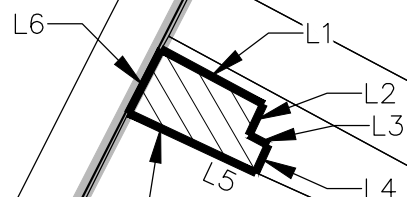
SECTION 2-18

0.32 – ACRE ANNEXATION

Lot 1 of Servantez Subdivision, a subdivision in Bastrop County, Texas according to the plat recorded in cabinet 3, Slide 118A of the Plat Records of Bastrop County, Texas.

CITY OF ELGIN
AREA 2 – 292.36 AC.
SECTION 2-18

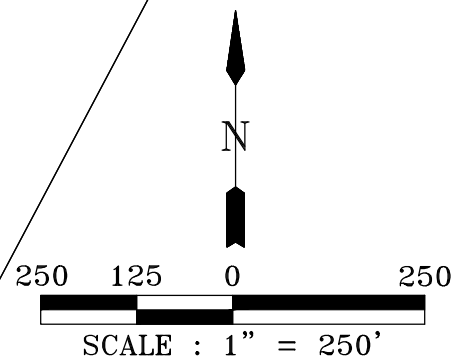
LINE TABLE		
LINE #	LENGTH	DIRECTION
L1	151.12	N61° 44' 17.02"W
L2	44.18	N25° 06' 53.64"E
L3	28.18	N62° 31' 32.95"W
L4	39.60	N24° 37' 24.68"E
L5	183.04	N64° 55' 56.44"W
L6	93.46	S27° 21' 40.70"W



R14566
0.32 AC.

ELGIN
CITY LIMITS

SEPTEMBER 2015



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EXHIBIT A

FIELD NOTES

CITY OF ELGIN

SECTION 2-19

1.000 – ACRE ANNEXATION

Being one acre of land, more or less, a part of the Richard Young Survey, in Bastrop County, Texas, more particularly described by metes and Bounds as follows: Beginning at a point in the West line of 50 acre tract of land described in deed November 4, 1942 from T.B. Taylor et ux, to David Scroggins, Recorded in Vol. 109, Pages 584-585 of the Deed Records of Bastrop County, Texas,

Being 145 yards South of the N.W. corner of said 50 acre tract;

THENCE continuing South with the West line of said Scroggins 50 acre tract, 137 yards;

THENCE East 35 yards; THENCE North 137 yards;

THENCE West 35 yards to the place of Beginning.

CITY OF ELGIN
AREA 2 – 292.36 AC.
SECTION 2-19

LINE TABLE		
LINE #	LENGTH	DIRECTION
L1	96.62	S62° 14' 29.28"E
L2	407.10	N27° 20' 44.28"E
L3	103.31	S63° 35' 57.89"E
L4	404.82	N26° 24' 02.11"E

ELGIN
CITY LIMITS

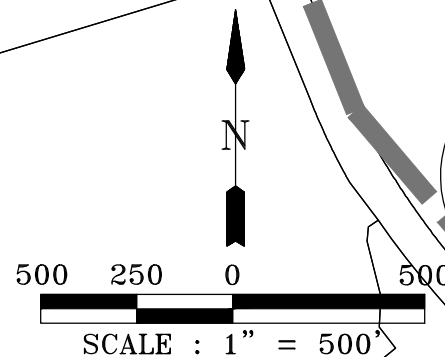
R14494
1.23 AC.

SEPTEMBER 2015



TRC ENGINEERS, INC.

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ELGIN
ETJ

EXHIBIT A

FIELD NOTES

CITY OF ELGIN

SECTION 2-20

11.096 – ACRE ANNEXATION

Tract 3:

11 acres of land, more or less, out of the Ricard Young Survey, Bastrop County, Texas, and being the same property more particularly described by metes and bounds in warranty deed dated September 18, 1944, executed by LEE WILSON and wife, LETHA WILSON, to JERRY STACH and VAN ZIMMERHANZEL filed of record in Volume 114, Page 325, of the Deed Records of Bastrop County, Texas.

CITY OF ELGIN
AREA 2 – 292.36 AC.
SECTION 2-20

LINE TABLE		
LINE #	LENGTH	DIRECTION
L1	413.23	N66° 34' 06.07"W
L2	511.54	N27° 54' 43.57"E
L3	523.80	S65° 33' 06.52"E
L4	436.11	S66° 05' 33.16"E
L5	508.73	S26° 28' 24.74"W
L6	183.04	N64° 55' 56.44"W
L7	376.62	S65° 41' 51.67"E

ELGIN
CITY LIMITS

R14620
11.10 AC.

SEPTEMBER 2015

ELGIN
ETJ

PROPOSED
ELGIN ETJ

N

500 250 0 500

SCALE : 1" = 500'



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EXHIBIT A

FIELD NOTES

CITY OF ELGIN

SECTION 2-22

2.48 – ACRE ANNEXATION

Lot 1, MEADOW GLEN, a subdivision in Bastrop County, Texas, according to the map or plat thereof, recorded in Plat Cabinet No. 4, Page 25B, Plat Records of Bastrop County, Texas.

CITY OF ELGIN
AREA 2 – 292.36 AC.
SECTION 2-22

LINE TABLE		
LINE #	LENGTH	DIRECTION
L1	436.11	S66° 05' 33.16"E
L2	246.64	S26° 52' 36.22"W
L3	441.10	S65° 30' 55.38"E
L4	242.52	N28° 06' 06.08"E

R88081
2.48 AC.

L4

L1

L2

L3

ELGIN
ETJ

PROPOSED
ELGIN ETJ

ELGIN
CITY LIMITS

SEPTEMBER 2015

N

500 250 0 500

SCALE : 1" = 500'



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EXHIBIT A

FIELD NOTES

CITY OF ELGIN

SECTION 2-23

7.23 – ACRE ANNEXATION

Lot 2 and 4, Meadow Glen, A subdivision in Bastrop County, Texas, according to the map or plat thereof, recorded in plat Cabinet No. 4, page 25B, Plat Records of Bastrop County, Texas.

CITY OF ELGIN
AREA 2 – 292.36 AC.
SECTION 2-23

LINE TABLE		
LINE #	LENGTH	DIRECTION
L1	523.80	N65° 33' 06.52"W
L2	246.64	S26° 52' 36.22"W
L3	441.10	S65° 30' 55.38"E
L4	61.90	S24° 00' 15.80"W
L5	440.37	S65° 59' 44.20"E
L6	246.64	S26° 52' 36.22"W
L7	519.09	S65° 59' 58.90"E
L8	547.61	N27° 09' 31.35"E

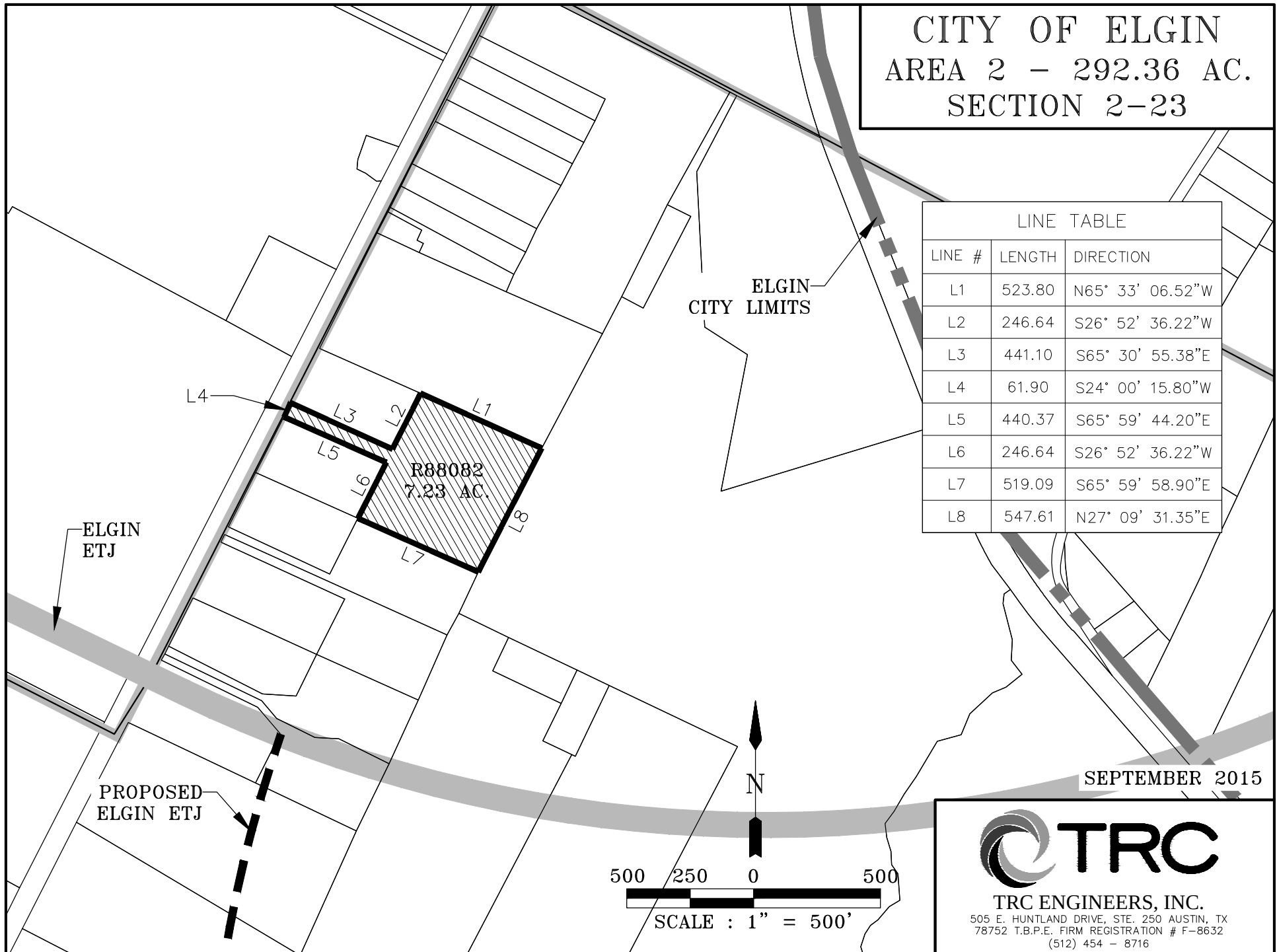


EXHIBIT A

FIELD NOTES

CITY OF ELGIN

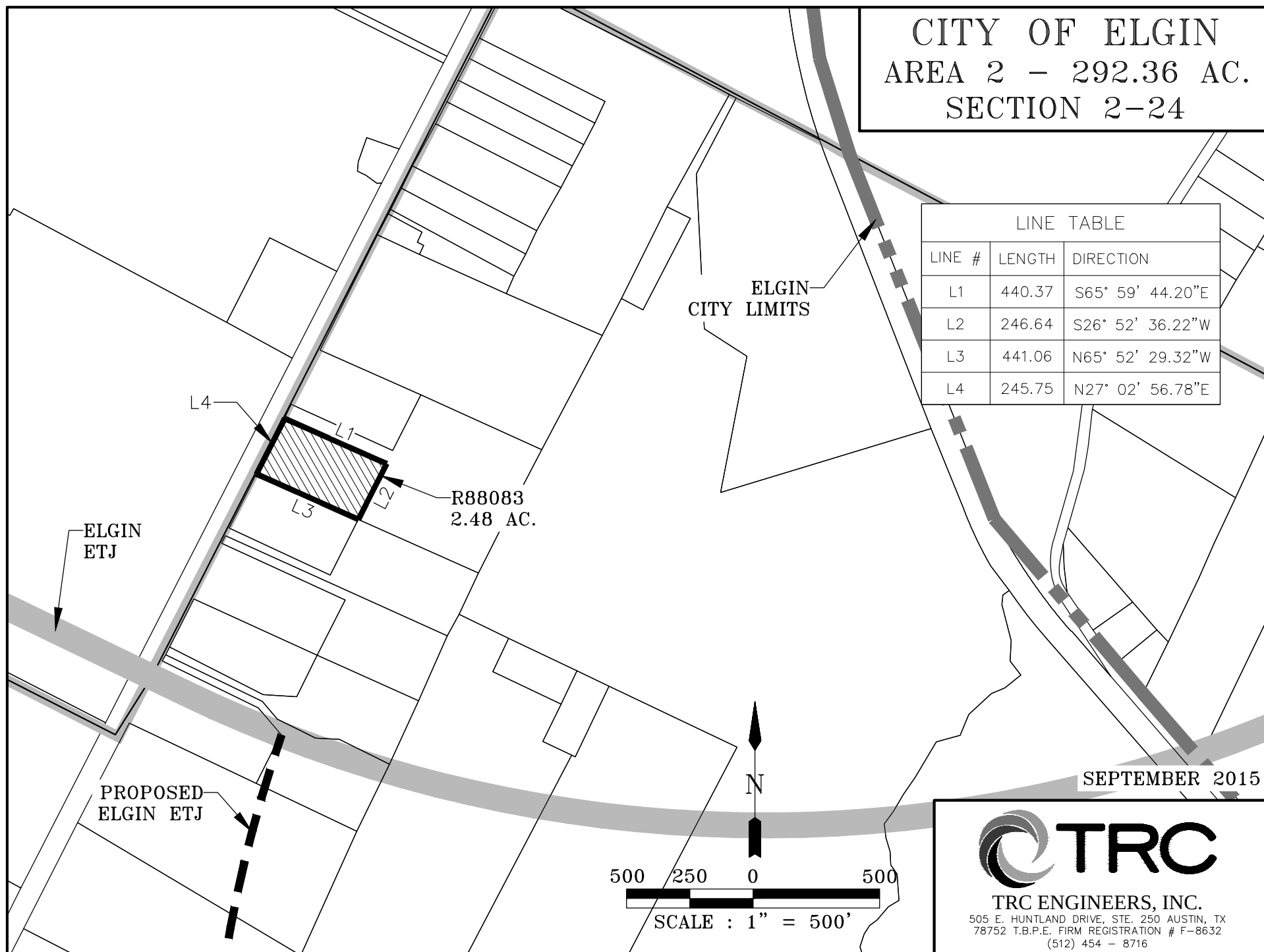
SECTION 2-24

2.48 – ACRE ANNEXATION

Lot Three (3), of Meadow Glen, Bastrop County, Texas, according to the plat or record in Cabinet 4, Slide 25-B, Plat Records of Bastrop County, Texas.

CITY OF ELGIN
AREA 2 – 292.36 AC.
SECTION 2-24

LINE TABLE		
LINE #	LENGTH	DIRECTION
L1	440.37	S65° 59' 44.20"E
L2	246.64	S26° 52' 36.22"W
L3	441.06	N65° 52' 29.32"W
L4	245.75	N27° 02' 56.78"E



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EXHIBIT A

FIELD NOTES

CITY OF ELGIN

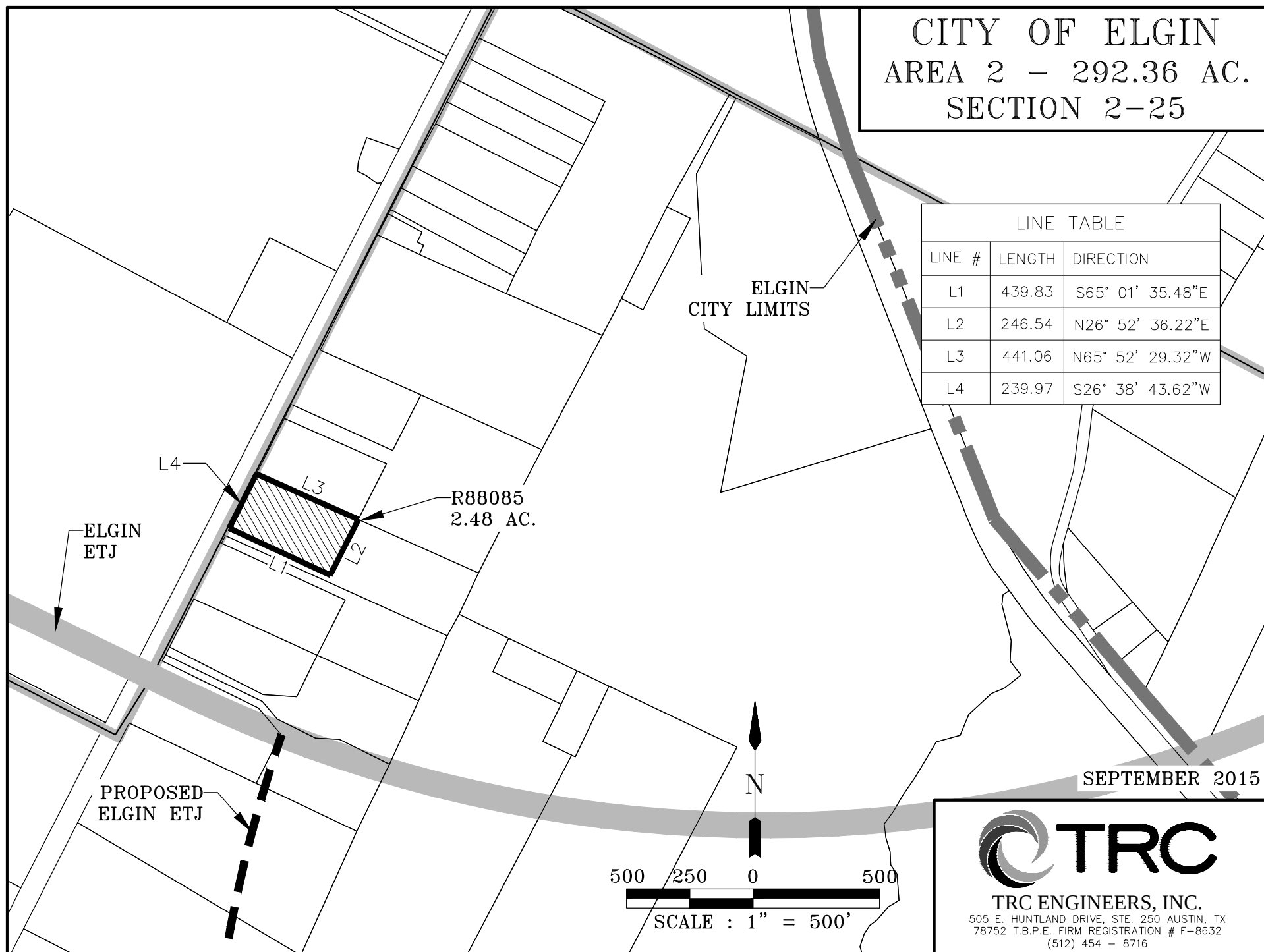
SECTION 2-25

2.48 – ACRE ANNEXATION

Lot Five (5), MEADOW GLEN, a subdivision in Bastrop County, Texas, according to the map or plat thereof, recorded in Plat Cabinet No. 4, Page 25B, Plat Records, Bastrop County, Texas.

CITY OF ELGIN
AREA 2 – 292.36 AC.
SECTION 2-25

LINE TABLE		
LINE #	LENGTH	DIRECTION
L1	439.83	S65° 01' 35.48"E
L2	246.54	N26° 52' 36.22"E
L3	441.06	N65° 52' 29.32"W
L4	239.97	S26° 38' 43.62"W



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EXHIBIT A

FIELD NOTES

CITY OF ELGIN

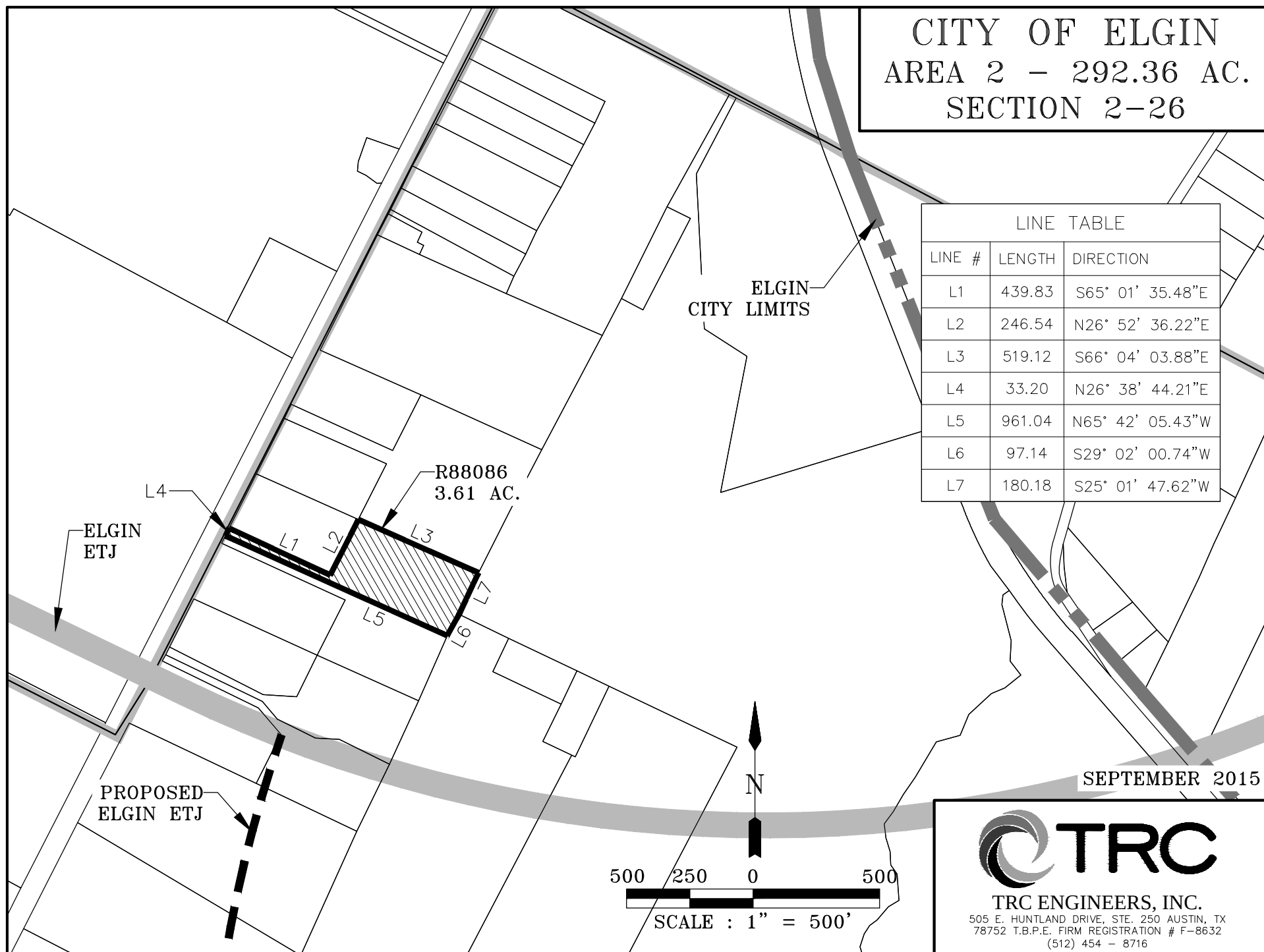
SECTION 2-26 & 2-27

6.73 – ACRE ANNEXATION

Lot 6 and 8 Meadow Glen, A subdivision in Bastrop County, Texas, according to the map of plat thereof, recorded in plat cabinet No.4, Page 25B, Plat Records of Bastrop County, Texas.

CITY OF ELGIN
AREA 2 – 292.36 AC.
SECTION 2-26

LINE TABLE		
LINE #	LENGTH	DIRECTION
L1	439.83	S65° 01' 35.48"E
L2	246.54	N26° 52' 36.22"E
L3	519.12	S66° 04' 03.88"E
L4	33.20	N26° 38' 44.21"E
L5	961.04	N65° 42' 05.43"W
L6	97.14	S29° 02' 00.74"W
L7	180.18	S25° 01' 47.62"W

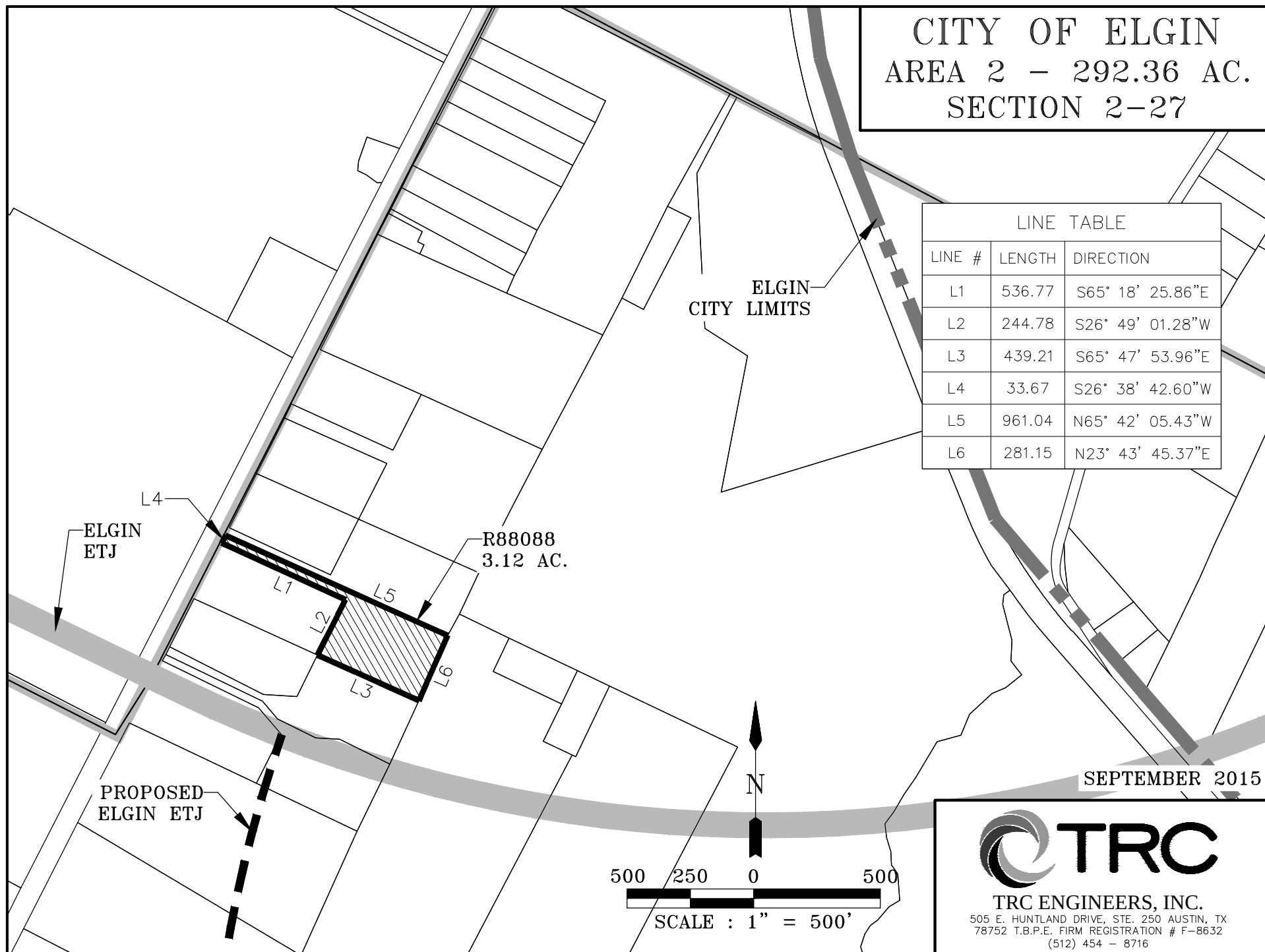


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CITY OF ELGIN
AREA 2 – 292.36 AC.
SECTION 2-27

LINE TABLE		
LINE #	LENGTH	DIRECTION
L1	536.77	S65° 18' 25.86"E
L2	244.78	S26° 49' 01.28"W
L3	439.21	S65° 47' 53.96"E
L4	33.67	S26° 38' 42.60"W
L5	961.04	N65° 42' 05.43"W
L6	281.15	N23° 43' 45.37"E



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EXHIBIT A

FIELD NOTES

CITY OF ELGIN

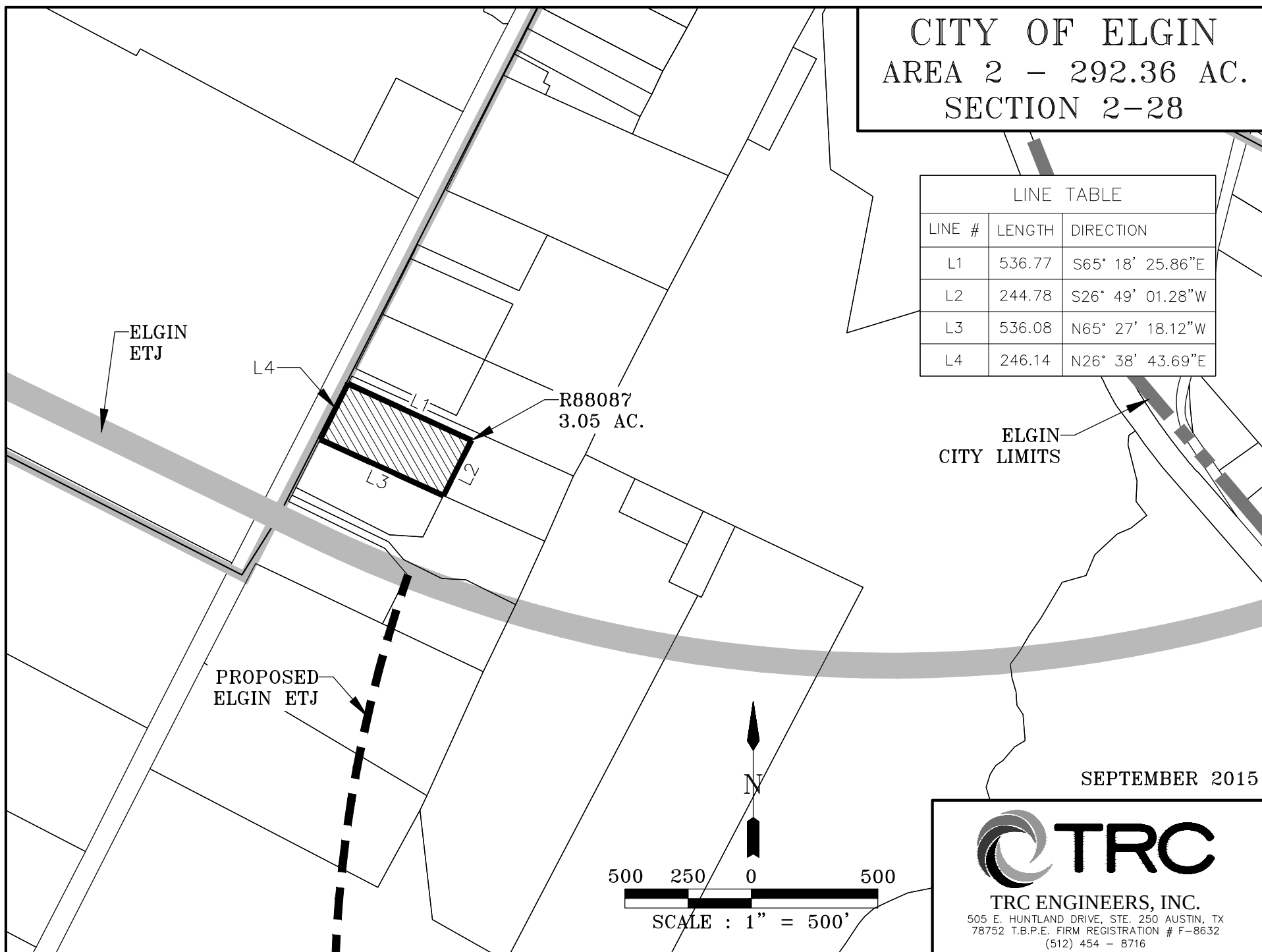
SECTION 2-28

3.05 – ACRE ANNEXATION

Lot 7, Meadow Glen, a subdivision in Bastrop County, Texas, according to the map or plat thereof, recorded in Plat Cabinet No. 4, page 25B, Plat Records of Bastrop County, Texas.

CITY OF ELGIN
AREA 2 – 292.36 AC.
SECTION 2-28

LINE TABLE		
LINE #	LENGTH	DIRECTION
L1	536.77	S65° 18' 25.86"E
L2	244.78	S26° 49' 01.28"W
L3	536.08	N65° 27' 18.12"W
L4	246.14	N26° 38' 43.69"E



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FIELD NOTES

CITY OF ELGIN

SECTION 2-29

1.00 – ACRE ANNEXATION

TRACT 1:

1.00 Acre, more or less, out of the RICHARD YOUNG SURVEY, Abstract No. 373, Bastrop County, Texas; Said 1.00 acre being more particularly described as follows:

BEING a 1.000 acre tract or parcel of land out of and being a part of the RICHARD YOUNG SURVEY, A-373, in Bastrop County, Texas, and being a part of that certain 48.5 acre tract described as 50 acres less 1.5 acres in a deed from Keystone Realty Company, Inc., to William McVay, et ux, recorded in Vol. 154, Pg. 265, Bastrop County Deed Records. Herein described tract or parcel being more particularly described by metes and bounds as follows:

COMMENCING at a 5/8 inch iron rod set at a fence corner in the occupied west line of that certain 50 acre tract described as first tract in a deed from Jasper Robinson, et ux, to J.W. Driskell recorded in Vol. 144, Pg. 449, Bastrop County Deed Records, the Southeast corner of that certain 50 acre tract described in a deed from David Scroggins, et ux, to J.W. Driskell recorded in Vol. 146, Pg. 299 Bastrop County Deed Records, the Northeast corner of the said 48.5 Acre tract of which this is a part for the Northeast corner of this tract.

THENCE with the North line of the said 48.5 acre tract and South line of the second mentioned Driskell 50 acre tract, N 60° 59' 30" W, at 560.00 feet pass a 5/8 inch iron rod set for the Northeast corner of that certain 1 acre tract described in a deed from William McVay, et ux, to Gene McVay recorded in Vol. 154, Pg. 267, Bastrop County Deed Records, in all, 700.00 feet to a 5/8 inch iron rod set for the Northwest Corner of said McVay 1 acre tract for the POING TO BEGINNING, the Northeast corner of this tract.

THENCE with the West line of the McVay 1 acre tract, S 29° 00' 30" W, 145.68 feet to a 5/8 inch iron rod set for the Southeast corner of this tract.

THENCE N 60° 59' 30" W, 299.01 feet to a 5/8 inch iron rod set for the Southwest corner of this tract.

THENCE N 29° 00' 30" E, 145.68 Feet to a 5/8 inch iron rod set in the North line of said 48.5 acre tract and South line of the last mentioned Driskell 50 acre tract for the Northwest corner of this tract.

THENCE with the North line of the said 48.5 acre tract and Driskell 50 acre tract, S 60° 59' 30" E, 299.01 feet to the point of beginning, containing 1.000 acre of land.

TRACT 2:

Non-exclusive 30' X 30' roadway easement out of the RICHARD YOUNG SURVEY, abstract No. 373, Bastrop County, Texas, dated August 2, 1996, executed by Gene McVay to Mark McVay and Diana McVay, recorded in volume 811, page 88, Official Records of Bastrop County, Texas, traversing thru portion of Gene McVay's 1.00 acre tract; said easement being more particularly described as follows:

Being a 30 foot X 30 foot access easement out of and being a part of the RICHARD YOUNG SURVEY, A-373, in Bastrop County, Texas, and being part of that certain 1 acre tract described in a deed from William McVay to Gene McVay recorded in volume 154, page 27, Bastrop County Deed Records. Said 1 acre tract being a part of that certain 48.5 acre tract described in as 50 acres less 1.5 acres in a deed from Keystone Realty Company, Inc., to William McVay, et us, recorded in volume 154, page 265, Bastrop County Deed Records, herein described easement being more particularly described by metes and bounds as follows:

BEGINNING at a 5/8 inch iron rod set for the Northwest corner of the said Gene McVay 1 acre tract in the North line of the said 50 acre tract and South line of that certain 50 acre tract described in a deed from David Scoggins, et ux, to J.W. Driskell, recorded in volume 146, page 299, Bastrop County Deed Records for the Northwest corner of the herein described easement from which a 5/8 inch iron rod set for the Southwest corner of the Driskell 50 acre and Northwest corner of the McVay 50 acre tract bears N 60° 59' 30" W, 524.91 feet.

THENCE with the south line of the Driskell 50 acre tract, the North line the McVay 50 acre tract and Gene McVay 1 acre tract, S 60° 59' 30" E, at 15.00 feet pass the center at termination of a 30 foot access easement out of the Driskell 50 acre tract, in all, 30.00 feet to a point for the Northeast corner of the herein described easement.

THENCE S 29° 00' 30" W, 30.00 feet to a point in the Gene McVay 1 acre tract for the Southwest corner of the herein described easement.

THENCE 60° 59' 30" W, 30.00 feet to a point in the West line of the Gene McVay 1 acre tract for the Southwest corner of the herein described easement.

THENCE with the West line of the McVay 1 acre tract, N 29° 00' 30" E, 30.00 feet to the point of beginning.

CITY OF ELGIN
AREA 2 – 292.36 AC.
SECTION 2-29

LINE TABLE		
LINE #	LENGTH	DIRECTION
L1	299.01	S64° 30' 49.00"E
L2	145.68	S25° 29' 10.99"W
L3	298.98	N63° 43' 47.22"W
L4	145.68	N25° 29' 10.98"E

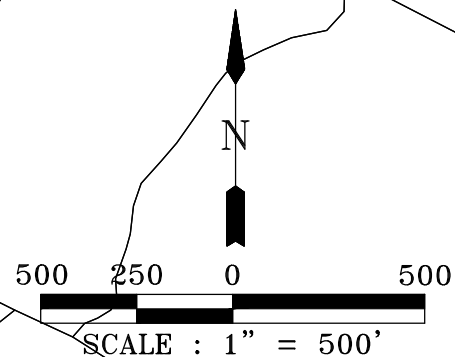
R77764
1.00 AC.

ELGIN
ETJ

ELGIN
CITY LIMITS

PROPOSED
ELGIN ETJ

SEPTEMBER 2015



TRC ENGINEERS, INC.

505 E. HUNT LAND DRIVE, STE. 250 AUSTIN, TX
78752 T.B.P.E. FIRM REGISTRATION # F-8632
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EXHIBIT A

FIELD NOTES

CITY OF ELGIN

SECTION 2-34

2.68 – ACRE ANNEXATION

Lot 9, Meadow Glen, a subdivision in Bastrop, County, Texas, according to the map or plat thereof, recorded in plat cabinet No. 4, Page 25B, Plat Record of Bastrop County, Texas.

CITY OF ELGIN
AREA 2 – 292.36 AC.
SECTION 2-34

ELGIN
CITY LIMITS

LINE TABLE		
LINE #	LENGTH	DIRECTION
L1	536.08	S65° 27' 18.12"E
L2	182.57	N26° 24' 06.43"E
L3	132.15	N86° 30' 01.08"W
L4	414.99	N63° 05' 18.86"W
L5	212.94	N26° 38' 44.05"E

R108609
2.68 AC.

L5

L1

L2

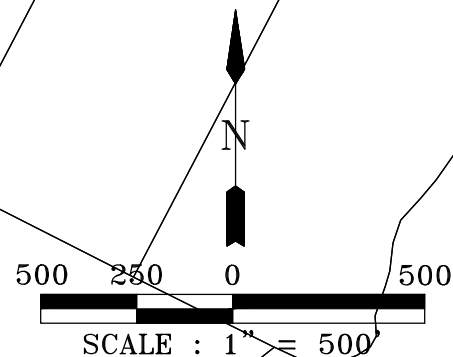
L3

L4

ELGIN
ETJ

PROPOSED
ELGIN ETJ

SEPTEMBER 2015



TRC ENGINEERS, INC.

505 E. HUNTLAND DRIVE, STE. 250 AUSTIN, TX
78752 T.B.P.E. FIRM REGISTRATION # F-8632
(512) 454 - 8716

FIELD NOTES

CITY OF ELGIN

SECTION 2-38

10.437 – ACRE ANNEXATION

FIELD NOTE DESCRIPTION OF A 10.437 ACRE TRACT OF LAND BEING OUT OF AND A PORTION OF THE W. R. GILLUM ESTATE AS FENCED AND OCCUPIED, CONTAINING 189 ACRES AS DETERMINED BY RESURVEY. SAID 189 ACRE GILLUM ESTATE CONSISTING OF:

A.) A ACRE TRACT OF LAND CALLED 184 ACRES CONVEYED FROM J. B. BRANTON AND WIFE, LIZZIE (MOON) BRANTON TO W. R. GILLUM IN DEED DATED OCTOBER 26, 1936 AND RECORDED IN VOLUME 97, PAGE 484 OF THE BASTROP COUNTY DEED RECORDS, OUT OF WHICH A 12 ACRE TRACT OF LAND WAS CONVEYED FROM W. R.. GILLUM AND WIFE GEORGIA GILLUM TO H. A. PARIS IN DEED DATED DECEMBER 5, 1936 AND RECORDED IN VOLUME 97, PAGE 549 OF THE BASTROP COUNTY DEED RECORDS, LEAVING A RESIDUE OF 172 ACRES, AND

B.) A TRACT OF LAND CALLED 1.5 ACRES CONVEYED FROM ARTHUR BURTON AND WIFE TO W. R. GILLUM IN DEED DATED MARCH 21, 1959 AND RECORDED IN VOLUME 149, PAGE 216 OF THE BASTROP COUNTY DEED RECORDS, AND

C.) A 10.437 ACRE TACT OF LAND THAT HAS BEEN CLAIMED AND ACCEPTED AS A PART OF THE GILLUM ESTATE AND HAS BEEN FENCED AND OCCUPIED AS SUCH, BUT APPARENTLY WAS NOT CONVEYED IN DEED AS BASED ON THE METEES AND BOUNDS DESCRIPTION OF SAID 184 ACRE TRACT IN DEED.

SAID RESIDUAL 172 ACRE TRACT (CALLED 171 ACRES) AND 1.5 ACRE TRACT WERE CONVEYED TO DON GILLUM (NOW DECEASED), HERBERT A. SCHROEDER (NOW DECEASED) AND ELIZABETH SCHROEDER IN TRUST IN THE JOINT AND MUTUAL WILL AND TESTIMENT OF W. R. GILLUM AND WIFE, GEORGIA GILLUM AS FILED AND RECORDED IN VOLUME 17, PAGE 398 ON JUNE 2, 1965 IN THE BASTROP COUNTY PROBATE RECORDS.

SAID 10.437 ACRE TRACT BEING MORE PARTICULARY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 5/8" Iron rod found in the easterly right-of-way line of F. M. Highway 1704, being 40 feet opposite centerline highway station 98+99.8 and being the northwest corner of this tract described herein and the southwest corner of a 11.466 acre tract of land conveyed from Travis L. LaRue to John E. Baker and wife, Susan K. Baker by deed dated May 27, 1992 and recorded in Volume 634, Page 105 of the Bastrop County Deed Records.

THENCE, along the northerly occupation line of this tract and the southerly line of said 11.466 acre tract, S 60° 29' 21" E, a distance of 1011.29 feet to a 5/8" Iron rod found for the northeast corner of this tract and being the southeast corner of said 11.466 acre tract on the westerly line of a residual 46.5 acre tract conveyed from Dorthy Nell McVay to Perry Wayne McVay and Harold G. McVay by deed dated July 18, 1994 and recorded in Volume 716, Page 414 of the Bastrop County Deed Records;

THENCE, along the east occupation line of this tract and a westerly line of said residual 46.5 acre tract as fenced, S 29° 02' 53" W, a distance of 43.89 feet to an Elm tree in fence line at a westerly corner of said 46.5 acre tract being the north occupation corner of the aforementioned 1.5 acre tract;

THENCE, continuing along the east line of this tract and with the west line of said 1.5 acre tract, S 27° 27' 58" W, a distance of 388.73 feet to a point for the southeast corner of this tract and the southwest corner of said 1.5 acre tract, from which two 1/2" Iron rods with plastic caps set for reference bear N 27° 27' 58" E – 25.0 feet and S 62° 32' 02" E – 25.0 feet;

THENCE, along the south line of this tract, N 62° 32' 02" W, a distance of 1008.13 feet to a 1/2" Iron rod with plastic cap set for the southwest corner of this tract on the easterly right-of-way line of F. M. Highway 1704;

THENCE, along the easterly right-of-way line of F. M. Highway 1704 and the west line of this tract, N 27° 18' 24" E, a distance of 468.69 feet to the POINT OF BEGINNING and containing 10.437 acres of land, more or less.

CITY OF ELGIN
AREA 2 – 292.36 AC.
SECTION 2-38

ELGIN
CITY LIMITS

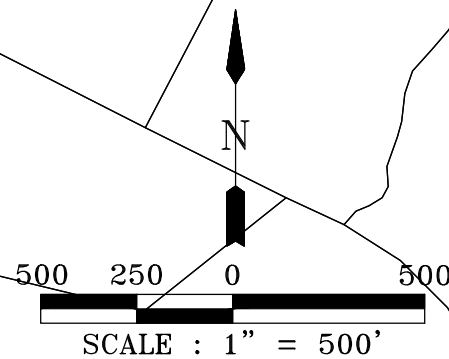
LINE TABLE		
LINE #	LENGTH	DIRECTION
L1	1025.41	S59° 12' 39.42"E
L2	411.11	S28° 07' 57.08"W
L3	1015.35	N62° 31' 11.29"W
L4	470.27	N27° 28' 48.71"E

ELGIN
ETJ

R77690
10.44 AC.

PROPOSED
ELGIN ETJ

SEPTEMBER 2015



TRC ENGINEERS, INC.

505 E. HUNTLAND DRIVE, STE. 250 AUSTIN, TX
78752 T.B.P.E. FIRM REGISTRATION # F-8632
(512) 454 - 8716

SECTION 2-1 – 2.00 Acres

PROVISION OF SERVICES PLAN

Date:	October 7 th , 2015
Annexation Area:	2.00 Acres out of the Thomas Garretson survey, abstract 178 in Bastrop county, Texas.
Provision of Service:	The City of Elgin, Texas will provide the annexation area with Municipal Services in compliance with the Texas Local Government Code and in accordance with the following schedule:
1. Water Service	Aqua WSC serves this area with water services. All new installations will be made in accordance with City of Elgin requirements.
2. Sewer Service	There are none.
3. Fire Protection	Provided immediately upon annexation. No additional staff or equipment will be required at this time.
4. Police Protection	Provided immediately upon annexation. No additional staff or equipment will be required at this time.
5. Maintenance of Existing Public Facilities	There are none.
6. Solid Waste	Solid Waste collection will be provided as the area develops through a private contractor retained by the City of Elgin.
7. Capital Improvements Required	Approximately 6,650 linear feet of wastewater collection pipe will need to be constructed via South Main Street/FM 1704.

SECTION 2-2 – 3.39 Acres

PROVISION OF SERVICES PLAN

Date:	October 7 th , 2015
Annexation Area:	3.39 Acres out of the Thomas Garretson survey, abstract 178 in Bastrop county, Texas.
Provision of Service:	The City of Elgin, Texas will provide the annexation area with Municipal Services in compliance with the Texas Local Government Code and in accordance with the following schedule:
1. Water Service	Aqua WSC serves this area with water services. All new installations will be made in accordance with City of Elgin requirements.
2. Sewer Service	There are none.
3. Fire Protection	Provided immediately upon annexation. No additional staff or equipment will be required at this time.
4. Police Protection	Provided immediately upon annexation. No additional staff or equipment will be required at this time.
5. Maintenance of Existing Public Facilities	There are none.
6. Solid Waste	Solid Waste collection will be provided as the area develops through a private contractor retained by the City of Elgin.
7. Capital Improvements Required	Approximately 6,650 linear feet of wastewater collection pipe will need to be constructed via South Main Street/FM 1704.

SECTION 2-3 – 1.00 Acres

PROVISION OF SERVICES PLAN

Date:	October 7 th , 2015
Annexation Area:	1.00 Acres out of the Thomas Garretson survey, abstract 178 in Bastrop county, Texas.
Provision of Service:	The City of Elgin, Texas will provide the annexation area with Municipal Services in compliance with the Texas Local Government Code and in accordance with the following schedule:
1. Water Service	Aqua WSC serves this area with water services. All new installations will be made in accordance with City of Elgin requirements.
2. Sewer Service	There are none.
3. Fire Protection	Provided immediately upon annexation. No additional staff or equipment will be required at this time.
4. Police Protection	Provided immediately upon annexation. No additional staff or equipment will be required at this time.
5. Maintenance of Existing Public Facilities	There are none.
6. Solid Waste	Solid Waste collection will be provided as the area develops through a private contractor retained by the City of Elgin.
7. Capital Improvements Required	Approximately 6,650 linear feet of wastewater collection pipe will need to be constructed via South Main Street/FM 1704.

SECTION 2-4 – 1.22 Acres

PROVISION OF SERVICES PLAN

Date:	October 7 th , 2015
Annexation Area:	1.22 Acres out of the Thomas Garretson survey, abstract 178 in Bastrop county, Texas.
Provision of Service:	The City of Elgin, Texas will provide the annexation area with Municipal Services in compliance with the Texas Local Government Code and in accordance with the following schedule:
1. Water Service	Aqua WSC serves this area with water services. All new installations will be made in accordance with City of Elgin requirements.
2. Sewer Service	There are none.
3. Fire Protection	Provided immediately upon annexation. No additional staff or equipment will be required at this time.
4. Police Protection	Provided immediately upon annexation. No additional staff or equipment will be required at this time.
5. Maintenance of Existing Public Facilities	There are none.
6. Solid Waste	Solid Waste collection will be provided as the area develops through a private contractor retained by the City of Elgin.
7. Capital Improvements Required	Approximately 6,650 linear feet of wastewater collection pipe will need to be constructed via South Main Street/FM 1704.

SECTION 2-5 – 5.45 Acres

PROVISION OF SERVICES PLAN

Date:	October 7 th , 2015
Annexation Area:	5.45 Acres out of the Thomas Garretson survey, abstract 178 in Bastrop county, Texas.
Provision of Service:	The City of Elgin, Texas will provide the annexation area with Municipal Services in compliance with the Texas Local Government Code and in accordance with the following schedule:
1. Water Service	Aqua WSC serves this area with water services. All new installations will be made in accordance with City of Elgin requirements.
2. Sewer Service	There are none.
3. Fire Protection	Provided immediately upon annexation. No additional staff or equipment will be required at this time.
4. Police Protection	Provided immediately upon annexation. No additional staff or equipment will be required at this time.
5. Maintenance of Existing Public Facilities	There are none.
6. Solid Waste	Solid Waste collection will be provided as the area develops through a private contractor retained by the City of Elgin.
7. Capital Improvements Required	Approximately 6,650 linear feet of wastewater collection pipe will need to be constructed via South Main Street/FM 1704.

SECTION 2-9 – 20.00 Acres

PROVISION OF SERVICES PLAN

Date:	October 7 th , 2015
Annexation Area:	20.00 Acres out of the Richard Young survey, abstract 373 in Bastrop county, Texas.
Provision of Service:	The City of Elgin, Texas will provide the annexation area with Municipal Services in compliance with the Texas Local Government Code and in accordance with the following schedule:
1. Water Service	Aqua WSC serves this area with water services. All new installations will be made in accordance with City of Elgin requirements.
2. Sewer Service	There are none.
3. Fire Protection	Provided immediately upon annexation. No additional staff or equipment will be required at this time.
4. Police Protection	Provided immediately upon annexation. No additional staff or equipment will be required at this time.
5. Maintenance of Existing Public Facilities	There are none.
6. Solid Waste	Solid Waste collection will be provided as the area develops through a private contractor retained by the City of Elgin.
7. Capital Improvements Required	Approximately 6,650 linear feet of wastewater collection pipe will need to be constructed via South Main Street/FM 1704.

SECTION 2-10 – 1.23 Acres

PROVISION OF SERVICES PLAN

Date:	October 7 th , 2015
Annexation Area:	1.23 Acres out of the Richard Young survey, in Bastrop county, Texas, Surveyed September, 1972, and designated Tract 2.
Provision of Service:	The City of Elgin, Texas will provide the annexation area with Municipal Services in compliance with the Texas Local Government Code and in accordance with the following schedule:
1. Water Service	Aqua WSC serves this area with water services. All new installations will be made in accordance with City of Elgin requirements.
2. Sewer Service	An existing 8” sewer main is on the west side of the right of way of US 95.
3. Fire Protection	Provided immediately upon annexation. No additional staff or equipment will be required at this time.
4. Police Protection	Provided immediately upon annexation. No additional staff or equipment will be required at this time.
5. Maintenance of Existing Public Facilities	There are none.
6. Solid Waste	Solid Waste collection will be provided as the area develops through a private contractor retained by the City of Elgin.

7. Capital Improvements Required

Approximately 6,650 linear feet of wastewater collection pipe will need to be constructed via South Main Street/FM 1704.

SECTION 2-11 – 1.23 Acres

PROVISION OF SERVICES PLAN

Date:	October 7 th , 2015
Annexation Area:	1.23 Acres of land, more or less, out of the Richard Young survey, abstract No. 373 in Bastrop county, Texas.
Provision of Service:	The City of Elgin, Texas will provide the annexation area with Municipal Services in compliance with the Texas Local Government Code and in accordance with the following schedule:
1. Water Service	Aqua WSC serves this area with water services. All new installations will be made in accordance with City of Elgin requirements.
2. Sewer Service	There are none.
3. Fire Protection	Provided immediately upon annexation. No additional staff or equipment will be required at this time.
4. Police Protection	Provided immediately upon annexation. No additional staff or equipment will be required at this time.
5. Maintenance of Existing Public Facilities	There are none.
6. Solid Waste	Solid Waste collection will be provided as the area develops through a private contractor retained by the City of Elgin.

7. Capital Improvements Required

Approximately 6,650 linear feet of wastewater collection pipe will need to be constructed via South Main Street/FM 1704.

SECTION 2-12 – 1.23 Acres

PROVISION OF SERVICES PLAN

Date:	October 7 th , 2015
Annexation Area:	1.23 Acres out of the Richard Young survey, in Bastrop county, Texas, Surveyed September, 1972, and designated Tract 5.
Provision of Service:	The City of Elgin, Texas will provide the annexation area with Municipal Services in compliance with the Texas Local Government Code and in accordance with the following schedule:
1. Water Service	Aqua WSC serves this area with water services. All new installations will be made in accordance with City of Elgin requirements.
2. Sewer Service	An existing 8” sewer main is on the west side of the right of way of US 95.
3. Fire Protection	Provided immediately upon annexation. No additional staff or equipment will be required at this time.
4. Police Protection	Provided immediately upon annexation. No additional staff or equipment will be required at this time.
5. Maintenance of Existing Public Facilities	There are none.
6. Solid Waste	Solid Waste collection will be provided as the area develops through a private contractor retained by the City of Elgin.

7. Capital Improvements Required

Approximately 6,650 linear feet of wastewater collection pipe will need to be constructed via South Main Street/FM 1704.

SECTION 2-13 – 1.00 Acres

PROVISION OF SERVICES PLAN

Date:	October 7 th , 2015
Annexation Area:	1.00 Acres out of the Richard Young survey, abstract No. 373 in Bastrop county, Texas.
Provision of Service:	The City of Elgin, Texas will provide the annexation area with Municipal Services in compliance with the Texas Local Government Code and in accordance with the following schedule:
1. Water Service	Aqua WSC serves this area with water services. All new installations will be made in accordance with City of Elgin requirements.
2. Sewer Service	There are none.
3. Fire Protection	Provided immediately upon annexation. No additional staff or equipment will be required at this time.
4. Police Protection	Provided immediately upon annexation. No additional staff or equipment will be required at this time.
5. Maintenance of Existing Public Facilities	There are none.
6. Solid Waste	Solid Waste collection will be provided as the area develops through a private contractor retained by the City of Elgin.
7. Capital Improvements Required	Approximately 6,650 linear feet of wastewater collection pipe will need to be constructed via South Main Street/FM 1704.

SECTION 2-14 – 1.23 Acres

PROVISION OF SERVICES PLAN

Date:	October 7 th , 2015
Annexation Area:	1.23 Acres out of the Richard Young survey, in Bastrop county, Texas, Surveyed September, 1972, and designated Tract 7.
Provision of Service:	The City of Elgin, Texas will provide the annexation area with Municipal Services in compliance with the Texas Local Government Code and in accordance with the following schedule:
1. Water Service	Aqua WSC serves this area with water services. All new installations will be made in accordance with City of Elgin requirements.
2. Sewer Service	An existing 8” sewer main is on the west side of the right of way of US 95.
3. Fire Protection	Provided immediately upon annexation. No additional staff or equipment will be required at this time.
4. Police Protection	Provided immediately upon annexation. No additional staff or equipment will be required at this time.
5. Maintenance of Existing Public Facilities	There are none.
6. Solid Waste	Solid Waste collection will be provided as the area develops through a private contractor retained by the City of Elgin.

7. Capital Improvements Required

Approximately 6,650 linear feet of wastewater collection pipe will need to be constructed via South Main Street/FM 1704.

SECTION 2-15 – 1.23 Acres

PROVISION OF SERVICES PLAN

Date:	October 7 th , 2015
Annexation Area:	1.23 Acres out of the Richard Young survey, in Bastrop county, Texas, Surveyed September, 1972, and designated Tract 8.
Provision of Service:	The City of Elgin, Texas will provide the annexation area with Municipal Services in compliance with the Texas Local Government Code and in accordance with the following schedule:
1. Water Service	Aqua WSC serves this area with water services. All new installations will be made in accordance with City of Elgin requirements.
2. Sewer Service	An existing 8” sewer main is on the west side of the right of way of US 95.
3. Fire Protection	Provided immediately upon annexation. No additional staff or equipment will be required at this time.
4. Police Protection	Provided immediately upon annexation. No additional staff or equipment will be required at this time.
5. Maintenance of Existing Public Facilities	There are none.
6. Solid Waste	Solid Waste collection will be provided as the area develops through a private contractor retained by the City of Elgin.

7. Capital Improvements Required

Approximately 6,650 linear feet of wastewater collection pipe will need to be constructed via South Main Street/FM 1704.

SECTION 2-16 – 1.23 Acres

PROVISION OF SERVICES PLAN

Date:	October 7 th , 2015
Annexation Area:	1.23 Acres out of the Richard Young survey, in Bastrop county, Texas, Surveyed September, 1972, and designated Tract 8.
Provision of Service:	The City of Elgin, Texas will provide the annexation area with Municipal Services in compliance with the Texas Local Government Code and in accordance with the following schedule:
1. Water Service	Aqua WSC serves this area with water services. All new installations will be made in accordance with City of Elgin requirements.
2. Sewer Service	An existing 8” sewer main is on the west side of the right of way of US 95.
3. Fire Protection	Provided immediately upon annexation. No additional staff or equipment will be required at this time.
4. Police Protection	Provided immediately upon annexation. No additional staff or equipment will be required at this time.
5. Maintenance of Existing Public Facilities	There are none.
6. Solid Waste	Solid Waste collection will be provided as the area develops through a private contractor retained by the City of Elgin.

7. Capital Improvements Required

Approximately 6,650 linear feet of wastewater collection pipe will need to be constructed via South Main Street/FM 1704.

SECTION 2-17 – 0.92 Acres

PROVISION OF SERVICES PLAN

Date:	October 7 th , 2015
Annexation Area:	Lot 2, Servantez, a Subdivision in Bastrop county, Texas.
Provision of Service:	The City of Elgin, Texas will provide the annexation area with Municipal Services in compliance with the Texas Local Government Code and in accordance with the following schedule:
1. Water Service	Aqua WSC serves this area with water services. All new installations will be made in accordance with City of Elgin requirements.
2. Sewer Service	An existing 8” sewer main is on the west side of the right of way of US 95.
3. Fire Protection	Provided immediately upon annexation. No additional staff or equipment will be required at this time.
4. Police Protection	Provided immediately upon annexation. No additional staff or equipment will be required at this time.
5. Maintenance of Existing Public Facilities	There are none.
6. Solid Waste	Solid Waste collection will be provided as the area develops through a private contractor retained by the City of Elgin.
7. Capital Improvements Required	Approximately 6,650 linear feet of wastewater collection pipe will need to be constructed via South Main Street/FM 1704.

SECTION 2-18 – 0.32 Acres

PROVISION OF SERVICES PLAN

Date:	October 7 th , 2015
Annexation Area:	Lot 1, Servantez, a Subdivision in Bastrop county, Texas.
Provision of Service:	The City of Elgin, Texas will provide the annexation area with Municipal Services in compliance with the Texas Local Government Code and in accordance with the following schedule:
1. Water Service	Aqua WSC serves this area with water services. All new installations will be made in accordance with City of Elgin requirements.
2. Sewer Service	An existing 8” sewer main is on the west side of the right of way of US 95.
3. Fire Protection	Provided immediately upon annexation. No additional staff or equipment will be required at this time.
4. Police Protection	Provided immediately upon annexation. No additional staff or equipment will be required at this time.
5. Maintenance of Existing Public Facilities	There are none.
6. Solid Waste	Solid Waste collection will be provided as the area develops through a private contractor retained by the City of Elgin.
7. Capital Improvements Required	Approximately 6,650 linear feet of wastewater collection pipe will need to be constructed via South Main Street/FM 1704.

SECTION 2-13 – 1.233 Acres

PROVISION OF SERVICES PLAN

Date:	October 7 th , 2015
Annexation Area:	1.233 Acres out of the Richard Young survey, abstract No. 373 in Bastrop county, Texas.
Provision of Service:	The City of Elgin, Texas will provide the annexation area with Municipal Services in compliance with the Texas Local Government Code and in accordance with the following schedule:
1. Water Service	Aqua WSC serves this area with water services. All new installations will be made in accordance with City of Elgin requirements.
2. Sewer Service	There are none.
3. Fire Protection	Provided immediately upon annexation. No additional staff or equipment will be required at this time.
4. Police Protection	Provided immediately upon annexation. No additional staff or equipment will be required at this time.
5. Maintenance of Existing Public Facilities	There are none.
6. Solid Waste	Solid Waste collection will be provided as the area develops through a private contractor retained by the City of Elgin.
7. Capital Improvements Required	Approximately 6,650 linear feet of wastewater collection pipe will need to be constructed via South Main Street/FM 1704.

SECTION 2-20 – 11.10 Acres

PROVISION OF SERVICES PLAN

Date:	October 7 th , 2015
Annexation Area:	11.10 Acres out of the Richard Young survey, in Bastrop county, Texas.
Provision of Service:	The City of Elgin, Texas will provide the annexation area with Municipal Services in compliance with the Texas Local Government Code and in accordance with the following schedule:
1. Water Service	Aqua WSC serves this area with water services. All new installations will be made in accordance with City of Elgin requirements.
2. Sewer Service	There are none.
3. Fire Protection	Provided immediately upon annexation. No additional staff or equipment will be required at this time.
4. Police Protection	Provided immediately upon annexation. No additional staff or equipment will be required at this time.
5. Maintenance of Existing Public Facilities	There are none.
6. Solid Waste	Solid Waste collection will be provided as the area develops through a private contractor retained by the City of Elgin.
7. Capital Improvements Required	Approximately 6,650 linear feet of wastewater collection pipe will need to be constructed via South Main Street/FM 1704.

SECTION 2-22 – 2.48 Acres

PROVISION OF SERVICES PLAN

Date:	October 7 th , 2015
Annexation Area:	Lot 1, MEADOW GLEN, a subdivision in Bastrop County, Texas.
Provision of Service:	The City of Elgin, Texas will provide the annexation area with Municipal Services in compliance with the Texas Local Government Code and in accordance with the following schedule:
1. Water Service	Aqua WSC serves this area with water services. All new installations will be made in accordance with City of Elgin requirements.
2. Sewer Service	An existing 8” sewer main is on the west side of the right of way of US 95.
3. Fire Protection	Provided immediately upon annexation. No additional staff or equipment will be required at this time.
4. Police Protection	Provided immediately upon annexation. No additional staff or equipment will be required at this time.
5. Maintenance of Existing Public Facilities	There are none.
6. Solid Waste	Solid Waste collection will be provided as the area develops through a private contractor retained by the City of Elgin.

7. Capital Improvements Required

Approximately 6,650 linear feet of wastewater collection pipe will need to be constructed via South Main Street/FM 1704.

SECTION 2-23 – 7.23 Acres

PROVISION OF SERVICES PLAN

Date:	October 7 th , 2015
Annexation Area:	Lot 2 and 4, Meadow Glenn, a Subdivision in Bastrop county, Texas.
Provision of Service:	The City of Elgin, Texas will provide the annexation area with Municipal Services in compliance with the Texas Local Government Code and in accordance with the following schedule:
1. Water Service	Aqua WSC serves this area with water services. All new installations will be made in accordance with City of Elgin requirements.
2. Sewer Service	There are none.
3. Fire Protection	Provided immediately upon annexation. No additional staff or equipment will be required at this time.
4. Police Protection	Provided immediately upon annexation. No additional staff or equipment will be required at this time.
5. Maintenance of Existing Public Facilities	There are none.
6. Solid Waste	Solid Waste collection will be provided as the area develops through a private contractor retained by the City of Elgin.
7. Capital Improvements Required	Approximately 6,650 linear feet of wastewater collection pipe will need to be constructed via South Main Street/FM 1704.

SECTION 2-24– 2.48 Acres

PROVISION OF SERVICES PLAN

Date:	October 7 th , 2015
Annexation Area:	Lot Three (3), of Meadow Glen, Bastrop County, Texas, according to the plat or record in Cabinet 4, Slide 25-B, Plat Records of Bastrop County, Texas.
Provision of Service:	The City of Elgin, Texas will provide the annexation area with Municipal Services in compliance with the Texas Local Government Code and in accordance with the following schedule:
1. Water Service	Aqua WSC serves this area with water services. All new installations will be made in accordance with City of Elgin requirements.
2. Sewer Service	There are none.
3. Fire Protection	Provided immediately upon annexation. No additional staff or equipment will be required at this time.
4. Police Protection	Provided immediately upon annexation. No additional staff or equipment will be required at this time.
5. Maintenance of Existing Public Facilities	There are none.
6. Solid Waste	Solid Waste collection will be provided as the area develops through a private contractor retained by the City of Elgin.

7. Capital Improvements Required

Approximately 6,650 linear feet of wastewater collection pipe will need to be constructed via South Main Street/FM 1704.

SECTION 2-25 & 2-26– 6.09 Acres

PROVISION OF SERVICES PLAN

Date:	October 7 th , 2015
Annexation Area:	Lot 6 and 8, Meadow Glenn, a Subdivision in Bastrop county, Texas.
Provision of Service:	The City of Elgin, Texas will provide the annexation area with Municipal Services in compliance with the Texas Local Government Code and in accordance with the following schedule:
1. Water Service	Aqua WSC serves this area with water services. All new installations will be made in accordance with City of Elgin requirements.
2. Sewer Service	There are none.
3. Fire Protection	Provided immediately upon annexation. No additional staff or equipment will be required at this time.
4. Police Protection	Provided immediately upon annexation. No additional staff or equipment will be required at this time.
5. Maintenance of Existing Public Facilities	There are none.
6. Solid Waste	Solid Waste collection will be provided as the area develops through a private contractor retained by the City of Elgin.
7. Capital Improvements Required	Approximately 6,650 linear feet of wastewater collection pipe will need to be constructed via South Main Street/FM 1704.

SECTION 2-27 – 3.12 Acres

PROVISION OF SERVICES PLAN

Date:	October 7 th , 2015
Annexation Area:	Lot 8, Meadow Glenn, a Subdivision in Bastrop county, Texas.
Provision of Service:	The City of Elgin, Texas will provide the annexation area with Municipal Services in compliance with the Texas Local Government Code and in accordance with the following schedule:
1. Water Service	Aqua WSC serves this area with water services. All new installations will be made in accordance with City of Elgin requirements.
2. Sewer Service	There are none.
3. Fire Protection	Provided immediately upon annexation. No additional staff or equipment will be required at this time.
4. Police Protection	Provided immediately upon annexation. No additional staff or equipment will be required at this time.
5. Maintenance of Existing Public Facilities	There are none.
6. Solid Waste	Solid Waste collection will be provided as the area develops through a private contractor retained by the City of Elgin.
7. Capital Improvements Required	Approximately 6,650 linear feet of wastewater collection pipe will need to be constructed via South Main Street/FM 1704.

SECTION 2-28 – 3.05 Acres

PROVISION OF SERVICES PLAN

Date:	October 7 th , 2015
Annexation Area:	Lot 7, Meadow Glenn, a Subdivision in Bastrop county, Texas.
Provision of Service:	The City of Elgin, Texas will provide the annexation area with Municipal Services in compliance with the Texas Local Government Code and in accordance with the following schedule:
1. Water Service	Aqua WSC serves this area with water services. All new installations will be made in accordance with City of Elgin requirements.
2. Sewer Service	There are none.
3. Fire Protection	Provided immediately upon annexation. No additional staff or equipment will be required at this time.
4. Police Protection	Provided immediately upon annexation. No additional staff or equipment will be required at this time.
5. Maintenance of Existing Public Facilities	There are none.
6. Solid Waste	Solid Waste collection will be provided as the area develops through a private contractor retained by the City of Elgin.
7. Capital Improvements Required	Approximately 6,650 linear feet of wastewater collection pipe will need to be constructed via South Main Street/FM 1704.

SECTION 2-29 – 1.00 Acres

PROVISION OF SERVICES PLAN

Date:	October 7 th , 2015
Annexation Area:	1.00 Acre, more or less, out of the RICHARD YOUNG SURVEY, Abstract No. 373, Bastrop County, Texas
Provision of Service:	The City of Elgin, Texas will provide the annexation area with Municipal Services in compliance with the Texas Local Government Code and in accordance with the following schedule:
1. Water Service	Aqua WSC serves this area with water services. All new installations will be made in accordance with City of Elgin requirements.
2. Sewer Service	An existing 8” sewer main is on the west side of the right of way of US 95.
3. Fire Protection	Provided immediately upon annexation. No additional staff or equipment will be required at this time.
4. Police Protection	Provided immediately upon annexation. No additional staff or equipment will be required at this time.
5. Maintenance of Existing Public Facilities	There are none.
6. Solid Waste	Solid Waste collection will be provided as the area develops through a private contractor retained by the City of Elgin.

7. Capital Improvements Required

Approximately 6,650 linear feet of wastewater collection pipe will need to be constructed via South Main Street/FM 1704.

SECTION 2-34 – 2.68 Acres

PROVISION OF SERVICES PLAN

Date:	October 7 th , 2015
Annexation Area:	Lot 9, Meadow Glenn, a Subdivision in Bastrop county, Texas.
Provision of Service:	The City of Elgin, Texas will provide the annexation area with Municipal Services in compliance with the Texas Local Government Code and in accordance with the following schedule:
1. Water Service	Aqua WSC serves this area with water services. All new installations will be made in accordance with City of Elgin requirements.
2. Sewer Service	There are none.
3. Fire Protection	Provided immediately upon annexation. No additional staff or equipment will be required at this time.
4. Police Protection	Provided immediately upon annexation. No additional staff or equipment will be required at this time.
5. Maintenance of Existing Public Facilities	There are none.
6. Solid Waste	Solid Waste collection will be provided as the area develops through a private contractor retained by the City of Elgin.
7. Capital Improvements Required	Approximately 6,650 linear feet of wastewater collection pipe will need to be constructed via South Main Street/FM 1704.

SECTION 2-38 – 10.44 Acres

PROVISION OF SERVICES PLAN

Date:	October 7 th , 2015
Annexation Area:	10.44 Acres out of the Richard Young survey, abstract 373 in Bastrop county, Texas.
Provision of Service:	The City of Elgin, Texas will provide the annexation area with Municipal Services in compliance with the Texas Local Government Code and in accordance with the following schedule:
1. Water Service	Aqua WSC serves this area with water services. All new installations will be made in accordance with City of Elgin requirements.
2. Sewer Service	There are none.
3. Fire Protection	Provided immediately upon annexation. No additional staff or equipment will be required at this time.
4. Police Protection	Provided immediately upon annexation. No additional staff or equipment will be required at this time.
5. Maintenance of Existing Public Facilities	There are none.
6. Solid Waste	Solid Waste collection will be provided as the area develops through a private contractor retained by the City of Elgin.
7. Capital Improvements Required	The City of Elgin can provide sewer if customer requires service.