



**ELGIN CITY COUNCIL AGENDA  
ELGIN PUBLIC LIBRARY ANNEX COUNCIL CHAMBERS  
404 NORTH MAIN STREET  
April 21, 2026  
6:30 PM**

Members of the public may watch the meeting at:

[https://www.youtube.com/channel/UC3OGBV\\_IoV0Nr3AqM1jJTzA](https://www.youtube.com/channel/UC3OGBV_IoV0Nr3AqM1jJTzA)

**I. CALL TO ORDER**

**II. ROLL CALL**

**III. INVOCATION**

**IV. PLEDGE OF ALLEGIANCE**

**V. PUBLIC COMMENT**

The "PUBLIC COMMENT" item posted on the agenda is reserved for members of the public who would like to address the City Council regarding posted agenda items or non-agenda items. Individuals requesting to speak or address the City Council during the meeting shall do so under the "PUBLIC COMMENT" agenda item. Speakers shall 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. **As of May 1, 2022, all such public comments will be done IN PERSON. You may email public comments and they will be distributed to each of the Council Members but not read out loud.**

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 a "PUBLIC COMMENT FORM".

Speakers must address their comments to the Mayor or Presiding Officer rather than to an individual Council Member or Staff Member. All speakers must limit their comments to the specific subject matter noted on the "PUBLIC COMMENT FORM" and refrain from any personal attacks or derogatory comments directed at any Council Member, Staff Member, other individual, or group.

**VI. ANNOUNCEMENTS**

1. **Passed by City Council on February 17th: Relay For Life on Saturday, April 25th at Veterans Memorial Park 6pm-10pm.**
2. **Celebrating Dia Del Niños y Del Libros Saturday, April 25th at Elgin Public Library 10AM-1PM.**
3. **Space Night Saturday, May 2nd at Elgin Recreation Center 7pm-10pm.**
4. **Music in the Park Fridays in April and May at Veterans Memorial Park 7pm-9pm.**
5. **Steve Schroeder's Guide to Financial Planning — Life Insurance 101 Saturday, May 2nd at Elgin Public Library 11am-12pm.**
6. **Friends of Elgin Library Presents Meet the Authors Event on Saturday, May 2nd, at Elgin Public Library 2pm-4pm.**

## **VII. PRESENTATION**

1. **Autism Awareness Month Proclamation 2026**

## **VIII. STAFF REPORT**

1. **Update to Council about The Texas Department of Transportation's Green Ribbon Project here in town. (MICHAEL GONZALEZ, PUBLIC WORKS DIRECTOR)**
2. **Update on Kennedy Street/ County Line Road Project community engagement event, with possible action. (BEAU PERRY P.E., CITY ENGINEER)**

## **IX. CITY MANAGER'S REPORT**

1. **Quarterly Finance and Investment Reports**
2. **Update to City Council on the General Obligation Refunding Bonds, Series 2026**

## **X. CONSENT AGENDA**

The Consent Agenda includes non-controversial and routine items that are considered to be self-explanatory by the City Council and will be enacted with one motion, one second, and one vote. Any member of the City Council may pull any item from the Consent Agenda in order that the City Council discuss and act upon it individually as a part of the Regular Agenda.

1. **Elgin Juneteenth Organization 27th Year Celebration Special Event Application Waiver, Park Rental Waivers, Street Closures on Friday, June 12th Depot Street between N Main St and N Ave C for Friday Night Street Dance and Saturday, June 13th along Parade Route and, Public Works and Police Department Support, Sound Ordinance Waiver. \$8,700.00 (KRISTINA ALVAREZ - MAIN STREET MANAGER)**
2. **Elgin Chamber of Commerce 57th Western Days Festival Special event application waiver, Street Closures Waiver Saturday, June 27th along Parade Route, Park Rental Waiver, Open Container Waiver, Public Works Support, and Police Department Support. \$13,475.00 (KRISTINA ALVAREZ - MAIN STREET MANAGER)**
3. **SHE is Down For Style Fashion Show Special Event Application Waiver, Street Closure Waiver on W 1st St between N Ave C and N Main St for Thursday, May 14th from 5:30pm-7:30pm. \$175.00 (KRISTINA ALVAREZ - MAIN STREET MANAGER)**

## **XI. NEW BUSINESS**

- 1. A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF ELGIN, TEXAS, APPROVING A PURCHASE AND SALE AGREEMENT BETWEEN THE ELGIN ECONOMIC DEVELOPMENT CORPORATION AND DOWNSTREAM INTERESTS, LLC, AND AUTHORIZING THE EDC DIRECTOR TO EXECUTE THE AGREEMENT (KALEY FRYE - ECONOMIC DEVELOPMENT CORPORATION DIRECTOR)**
- 2. A RESOLUTION OF THE CITY OF ELGIN, TEXAS, AUTHORIZING THE CITY MANAGER TO EXECUTE A PROPOSAL FOR INSPECTION SERVICES AND CONSTRUCTION SUPPORT SERVICES AND MAKING CERTAIN FINDINGS RELATED THERETO. (MICHAEL GONZALEZ - PUBLIC WORKS DIRECTOR)**
- 3. A RESOLUTION ADOPTING AN ORDINANCE OF THE CITY OF ELGIN, TEXAS, ZONING FOR TRAFFIC AND RATE OF SPEED THEREIN, ON SL 109 IN THE CITY LIMITS OF THE CITY OF ELGIN; DEFINING SPEEDING AND FIXING A PENALTY THEREFORE; DECLARING WHAT MAY BE A SUFFICIENT COMPLAINT IN PROSECUTIONS HEREUNDER; WITH A SAVING CLAUSE REPEALING CONFLICTING LAWS AND DECLARING AN EMERGENCY. (MICHAEL GONZALEZ - PUBLIC WORKS DIRECTOR)**
- 4. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ELGIN, TEXAS AUTHORIZING AN APPLICATION TO THE TEXAS DEPARTMENT OF MOTOR VEHICLES CRIME PREVENTION AUTHORITY FOR GRANT FUNDS TO BE UTILIZED BY THE ELGIN POLICE DEPARTMENT AND TO AUTHORIZE THE CITY MANAGER TO EXECUTE SAID AGREEMENT (CHRIS NOBLE - CHIEF OF POLICE)**
- 5. Discussion and possible action regarding the donation of land of the Mary Christian Burleson Homestead by the Mary Christian Burleson Foundation (REQUESTED AND PRESENTED BY JAKE CARTER - MCB FOUNDATION BOARD PRESIDENT)**

## **XII. 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.

- 1. The City Council will convene in Executive Session pursuant to Section 551.074 (Personnel Matters) for consultation and deliberation regarding the evaluation, duties, and performance of the City Manager.**
- 2. The City Council will convene in Executive Session pursuant to Section 551.074 (Personnel Matters) for discussion regarding the recruitment, appointment, and employment of the Finance Director position.**
- 3. The City Council will convene in Executive Session pursuant to Section 551.071 (Consultation with Attorney) for consultation with attorney regarding legal issues and potential agreements involving Emergency Services District No. 3.**

## **XIII. RECONVENE**

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

#### **XIV. ADJOURNMENT**

The City Council may retire to executive session any time between the meeting's opening and adjournment for the purpose of consultation with legal counsel pursuant to Chapter 551.071 of the Texas Government Code; discussion of personnel matters pursuant to Chapter 551.074 of the Texas Government Code; deliberation regarding real property pursuant to Chapter 551.072 of the Texas Government Code; deliberation regarding economic development negotiations pursuant to Chapter 551.087 of the Texas Government Code; and/or deliberation regarding the deployment, or specific occasions for implementation of security personnel or devices pursuant to Chapter 551.076 of the Texas Government Code. Action, if any, will be taken in open session.

**Attendance By Other Elected or Appointed Officials:** It is anticipated that members of other city board, commissions and/or committees may attend the meeting in numbers that may constitute a quorum of the other city boards, commissions and/or committees. Notice is hereby given that the meeting, to the extent required by law, is also noticed as a meeting of the other boards, commissions and/or committees of the City, whose members may be in attendance. The members of the boards, commissions and/or committees may participate in discussions on the same items listed on the agenda, which occur at the meeting, but no action will be taken by such in attendance unless such item and action is specifically provided for on an agenda for that board, commission or committee subject to the Texas Open Meetings Act.

**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)229-3223. Please provide forty-eight hours notice when feasible.

I, Esmeralda Rangel, Assistant 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 Wednesday, April 15, 2026, in accordance with Chapter 551 of the Texas Government Code.

A handwritten signature in cursive script that reads "Esmeralda Rangel". The signature is written in dark ink and is positioned above the printed name of the signatory.

Esmeralda Rangel, Assistant City Secretary





## Elgin City Council Meeting Agenda Item Executive Summary

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**ITEM:** Autism Awareness Month Proclamation 2026

**DEPARTMENT:** Executive

**PROPOSED ACTION:** None.

**BACKGROUND:**

Autism Awareness Month Proclamation 2026.

**BUDGET/FINANCIAL IMPACT:**

Funding for this item was {} included {} not included in the current-year budget {X} N/A

**RECOMMENDATION:**

None.

**ATTACHMENTS:**

1. ITEM 8.1 Autism Awareness Proclamation 2026

- { } Staff will be making a detailed presentation on this agenda item at the meeting.
- {X} Staff will provide brief comments and answer questions on this item at the meeting.
- { } This is a routine procedural item and no presentation is planned for the meeting.

*Councilmembers who have any detailed questions or would like to request additional information regarding this item are encouraged to contact the City Manager at their earliest convenience.*

# **A PROCLAMATION PROCLAIMING APRIL AS AUTISM AWARENESS MONTH**

**WHEREAS**, Autism is a lifelong neurological condition impacting 1 in 31 people worldwide; and,

**WHEREAS**, most people are diagnosed in childhood, many are diagnosed as adults due to improvements in detection. As awareness increases about autism and the ways it impacts daily life, including communication and social impediments, this increased awareness also shapes the use of detection tools; and,

**WHEREAS**, individuals on the autism spectrum possess unique strengths, abilities, and perspectives, while many also require varying levels of support to thrive within their families, schools, workplaces, and communities; and,

**WHEREAS**, increased public awareness and understanding of autism are essential to fostering acceptance, reducing stigma, and ensuring individuals on the autism spectrum are treated with dignity, respect, and inclusion; and

**WHEREAS**, people with autism play an important role in our national story, and in their daily lives they embody the belief at the heart of our founding: that in America, with hard work and equal access, all people can realize their aspirations; and,

**WHEREAS**, today, and every day, let us reach for a future in which no person living on the autism spectrum is limited by anything but the size of their dreams to live a life filled with a sense of identity, purpose, and self- determination.

**NOW, THEREFORE, I, THERESA Y. MCSHAN**, Mayor of the City of Elgin, proclaim April 2026 as ‘AUTISM AWARENESS MONTH’ and urges citizens to participate in activities and demonstrations providing special opportunities to educate the community.

**IN WITNESS WHEREOF**, I have hereunto set my hand and caused the seal of the City of Elgin to be affixed this 21<sup>st</sup> day of April 2026.

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Theresa Y. McShan, Mayor  
City of Elgin, Texas



## Elgin City Council Meeting Agenda Item Executive Summary

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**ITEM:** Update to Council about The Texas Department of Transportation's Green Ribbon Project here in town. (MICHAEL GONZALEZ, PUBLIC WORKS DIRECTOR)

**DEPARTMENT:** Public Works

**PROPOSED ACTION:** No action taken or needed.

**BACKGROUND:**

The Green Ribbon Program is TxDOT's approach to installing native plantings along highway systems using plants native to the region. This program calls for the use of regionally appropriate and, where possible, drought-tolerant, native, and adaptive plant materials. Soil preparation to improve the fertility, structure, and drainage of planting areas is permitted. Irrigation systems will be used with consideration for the highest level of water conservation and efficiency possible for each project.

This is just a general update on the program here locally.

**BUDGET/FINANCIAL IMPACT:**

Funding for this item was {} included {} not included in the current-year budget {X} N/A

**RECOMMENDATION:**

No action at this time.

**ATTACHMENTS:**

None

- { } Staff will be making a detailed presentation on this agenda item at the meeting.
- {X} Staff will provide brief comments and answer questions on this item at the meeting.
- { } This is a routine procedural item and no presentation is planned for the meeting.

*Councilmembers who have any detailed questions or would like to request additional information regarding this item are encouraged to contact the City Manager at their earliest convenience.*



## Elgin City Council Meeting Agenda Item Executive Summary

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**ITEM:** Update on Kennedy Street/ County Line Road Project community engagement event, with possible action. (BEAU PERRY P.E., CITY ENGINEER)

**DEPARTMENT:** Engineering

**PROPOSED ACTION:** None.

**BACKGROUND:**

Staff will provide a brief summary of the public meeting from April 14th. There is no anticipated construction before the April 21st meeting.

**BUDGET/FINANCIAL IMPACT:**

Funding for this item was {} included {} not included in the current-year budget {X} N/A

**RECOMMENDATION:**

No action.

**ATTACHMENTS:**

None

- { } Staff will be making a detailed presentation on this agenda item at the meeting.
- {X} Staff will provide brief comments and answer questions on this item at the meeting.
- { } This is a routine procedural item and no presentation is planned for the meeting.

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## Elgin City Council Meeting Agenda Item Executive Summary

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**ITEM:** Quarterly Finance and Investment Reports

**DEPARTMENT:** Finance

**PROPOSED ACTION:** This is for informational purposes and no action is necessary.

**BACKGROUND:**

This presentation will provide a high-level summary of the City's Quarterly Financial Reports for the most recent reporting period. At this time, the City's financial position remains stable, with revenues and expenditures generally tracking in line with the adopted budget. Ongoing monitoring and proactive financial management continue to support the City's long-term fiscal sustainability. The Finance Department will continue to provide regular updates to City Council and will bring forward any recommended budget adjustments as needed in the next few months. At this time, no immediate corrective actions are required.

**BUDGET/FINANCIAL IMPACT:**

Funding for this item was {} included {} not included in the current-year budget {X} N/A

**RECOMMENDATION:**

This is for informational purposes and no action is necessary.

**ATTACHMENTS:**

None

- { } Staff will be making a detailed presentation on this agenda item at the meeting.
- {X} Staff will provide brief comments and answer questions on this item at the meeting.
- { } This is a routine procedural item and no presentation is planned for the meeting.

*Councilmembers who have any detailed questions or would like to request additional information regarding this item are encouraged to contact the City Manager at their earliest convenience.*



## Elgin City Council Meeting Agenda Item Executive Summary

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**ITEM:** Update to City Council on the General Obligation Refunding Bonds, Series 2026

**DEPARTMENT:** Executive

**PROPOSED ACTION:** No action necessary.

**BACKGROUND:**

This item is to provide an update on the status of the Refunding Bond, Series 2026. With the onset of the Conflict of the 2026 Iran War, the economy is in an uncertain time and our financial advisors are monitoring the situation on a daily basis to ensure that the city obtains the optimum interest rates with the maximum savings to taxpayers. All necessary documents have been filed by the Bond Counsel and approved by the Attorney General's Office.

**BUDGET/FINANCIAL IMPACT:**

Funding for this item was {} included {} not included in the current-year budget {X} N/A

**RECOMMENDATION:**

None.

**ATTACHMENTS:**

None

- { } Staff will be making a detailed presentation on this agenda item at the meeting.
- {X} Staff will provide brief comments and answer questions on this item at the meeting.
- { } This is a routine procedural item and no presentation is planned for the meeting.

*Councilmembers who have any detailed questions or would like to request additional information regarding this item are encouraged to contact the City Manager at their earliest convenience.*



## Elgin City Council Meeting Agenda Item Executive Summary

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**ITEM:** Elgin Juneteenth Organization 27th Year Celebration Special Event Application Waiver, Park Rental Waivers, Street Closures on Friday, June 12th Depot Street between N Main St and N Ave C for Friday Night Street Dance and Saturday, June 13th along Parade Route and, Public Works and Police Department Support, Sound Ordinance Waiver. \$8,700.00 (KRISTINA ALVAREZ - MAIN STREET MANAGER)

**DEPARTMENT:** Community Services

**PROPOSED ACTION:** None.

**BACKGROUND:**

Elgin Juneteenth Organization 27th Year Celebration. Friday, June 12th will be our famous street dance celebration and vendors. Saturday will be our grand parade, music, vendors and activities. The event organizers are requesting Street Closures, Park Rental Waiver, Barricades, Trash & Cleanup, Port-A-Pottie, Electricity/Electrical Outlets Access, Traffic Control Assistance, Signs, and Assistance of City Crews, and Sound Ordinance Waivers.

**BUDGET/FINANCIAL IMPACT:**

Funding for this item was {} included {X} not included in the current-year budget {} N/A  
The associated cost for this event is \$8,700.00

**RECOMMENDATION:**

Staff has no recommendation.

**ATTACHMENTS:**

1. Juneteenth 2026 Special Event Summary

- { } Staff will be making a detailed presentation on this agenda item at the meeting.
- {X} Staff will provide brief comments and answer questions on this item at the meeting.
- { } This is a routine procedural item and no presentation is planned for the meeting.

*Councilmembers who have any detailed questions or would like to request additional information regarding this item are encouraged to contact the City Manager at their earliest convenience.*

## SPECIAL EVENT APPLICATION SUMMARY

**Applying Organization / Individual:** Danyale Jennings

**Event Name:** Elgin Juneteenth Organization 27th Year Celebration

### Event Dates / Times:

Thursday, June 11th 6pm-8pm.....Children's Pageant at Veterans Memorial Park Expansion

Friday, June 12th 1:00pm .....Set Up/Delivery

Public Works Closes Streets and Puts up Street Closure notices for Parade at 4pm

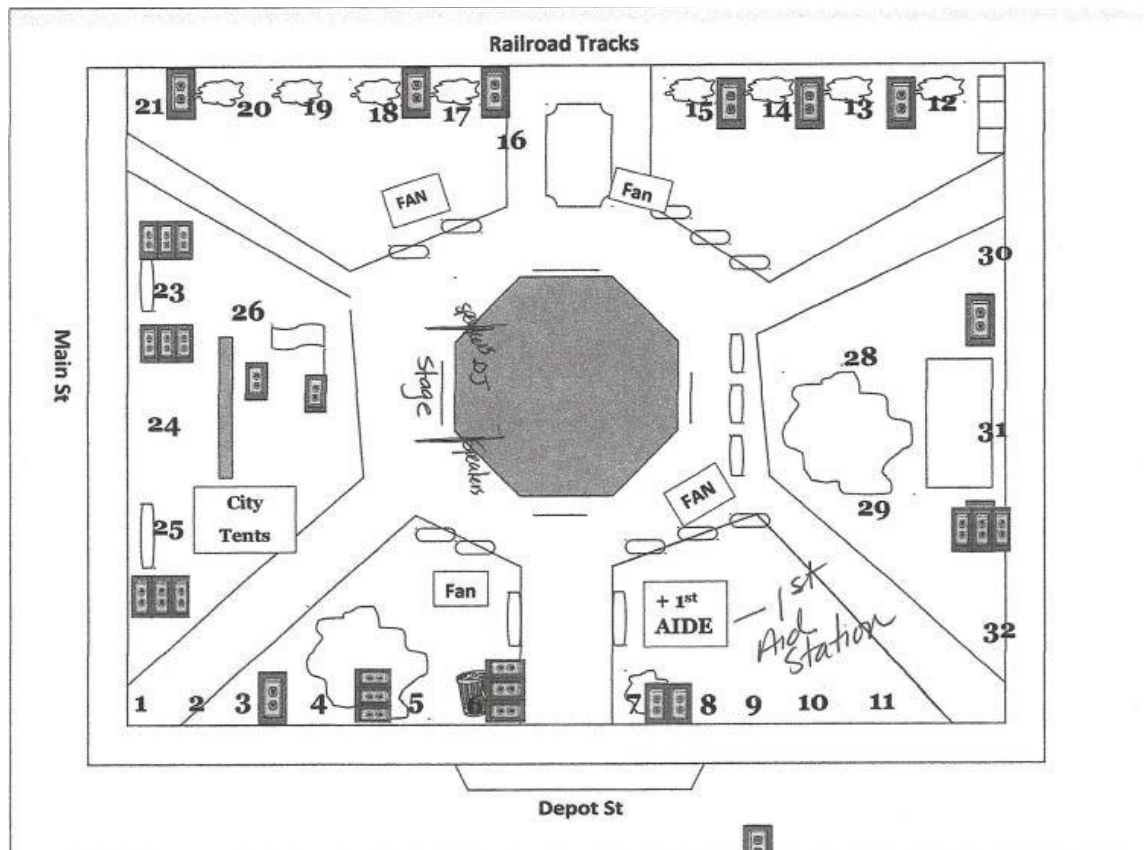
Friday, June 12th 6pm-12am.....Event time

Saturday, June 13th 9am.....Stree Closures for Parade

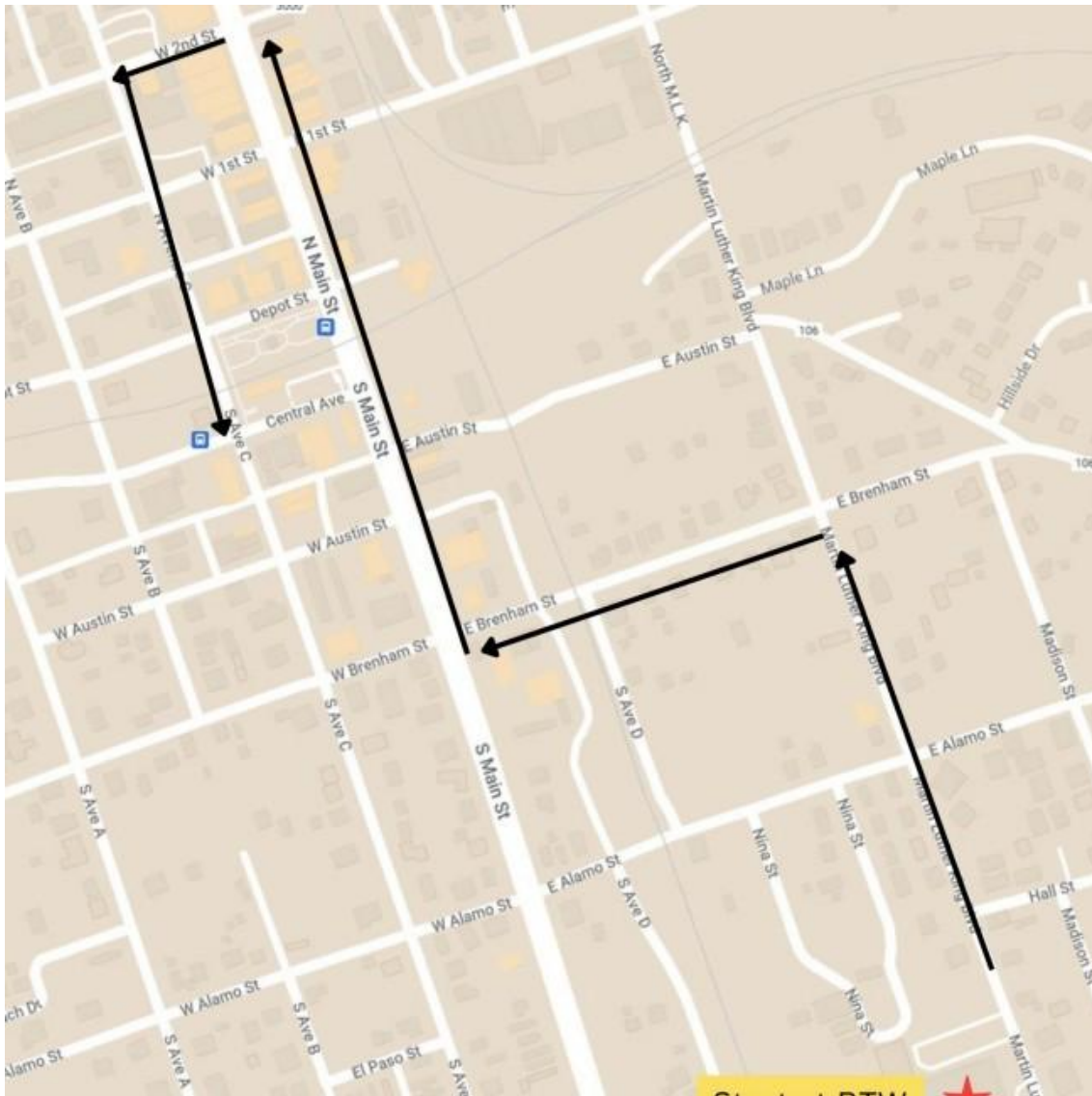
Saturday, June 13th 10am-11am.....Parade

Saturday, June 13th 9am-4:30pm.....Event time

**Event Location:** Veteran Memorial Park 109 Depot St.







**Event Description:** Elgin Juneteenth Organization 27th Year Celebration. Friday June 12th will be our famous street dance celebration and vendors. Saturday will be our grand parade, music, vendors and activities. The event organizers are requesting Street Closures, Park Rental Waiver, Barricades, Trash & Cleanup, Port-A-Pottie, Electricity/Electrical Outlets Access, Traffic Control Assistance, Signs, and Assistance of City Crews, and Sound Ordinance Waivers. The event is free and open to the public.

### Elgin Juneteenth Celebration

| Description of City Staff Support                     | Number of Employees | Number of Hours | Cost Per Hour Per Employee | Total Cost        |
|-------------------------------------------------------|---------------------|-----------------|----------------------------|-------------------|
| Public Works Support: Labor Costs                     | ---                 | 121             | \$25.00                    | \$3,025.00        |
| Supplies and Materials Cost                           |                     |                 |                            | \$750.00          |
| Police Department Support:                            | ---                 |                 |                            | \$3,150.00        |
|                                                       |                     |                 |                            | <b>\$6,925.00</b> |
| Description of Fees                                   |                     | Cost by Unit    | Total Cost                 |                   |
| Special Event Application                             |                     | \$25.00         | \$25.00                    |                   |
| Elgin Veterans Park 100 block rate per day:           | 2 days              | \$500.00        | \$1,000.00                 |                   |
| Elgin Veterans Park Expansion 200 block rate per day: | 1 day               | \$500.00        | \$500.00                   |                   |
| Street Closure (for Parade route & infront of park)   | 15 blocks           | \$50 per block  | \$750.00                   |                   |
|                                                       |                     |                 |                            | <b>\$1,775.00</b> |
| <b>Total (Estimated*) Event Fees</b>                  |                     |                 | <b>Total Cost</b>          | <b>\$8,700.00</b> |

\*Estimated costs projected from previous year associated costs



## **Elgin City Council Meeting Agenda Item Executive Summary**

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**ITEM:** Elgin Chamber of Commerce 57th Western Days Festival Special event application waiver, Street Closures Waiver Saturday, June 27th along Parade Route, Park Rental Waiver, Open Container Waiver, Public Works Support, and Police Department Support. \$13,475.00 (KRISTINA ALVAREZ - MAIN STREET MANAGER)

**DEPARTMENT:** Community Services

**PROPOSED ACTION:** None.

### **BACKGROUND:**

The Elgin Chamber of Commerce & Visitor Center will host the 57th Annual Western Days June 25–27, 2026. While activities take place throughout the three-day celebration, the Western Days Festival and Parade will occur on Saturday, June 27 at Elgin Memorial Park and along Main Street from 11th to Brenham, respectively. We appreciate the continued partnership and support from the City of Elgin in helping make this long-standing community event possible. Western Days benefits the entire community by providing free, family-friendly events that are open and accessible to the public. To successfully host this year's festival, the CC&VC respectfully requests the following assistance from the City: We request that park fees be waived for the use of Elgin Memorial Park on Saturday, June 27 from 5:00 AM – 6:00 PM for the Western Days Festival. Planned activities include tournament games, food vendors, arts and craft vendors, live music, and children's activities. Electrical and water outlets are requested. We will have additional support from Bluebonnet to support additional electrical needs and safety. Please note that the carnival and the Family Foam Hoedown will not be part of this year's event. We request the closure of Main Street from 11th Street to Brenham Street to accommodate the Western Days Parade, which will begin at 10:00 AM on Saturday, June 27. We ask for assistance, such as the barricades and any necessary traffic control and signage to accommodate this request. The CC&VC requests that the City waive the open container ordinance within Elgin Memorial Park on Saturday, June 27, during festival hours. We ask for officer presence for both the festival in Elgin Memorial Park and at the parade on Saturday, June 27. We request Trash & Clean up and Port-A-Potties in addition to the park facilities during the event. We require 10 units, 1 ADA unit, and 1 handwashing station. These should be delivered June 25 or 26 and picked up the following Monday on June 29. A detailed traffic plan and site map are attached. Vendors will be instructed to unload in park parking lots and then relocate their vehicles to nearby street parking to maximize visitor parking. Ideally, we would also like to designate a small area of the parking lot as a drop-off area to assist visitors with limited mobility. Initial setup by the

CC&VC in the park will begin as early as 5:00 AM and noise will be minimal. Vendors will start setting up at 6 AM. Other noise considerations include: the parade starting at 10:00 AM; Live music in the park from 10:00 AM to 4:00 PM. The stage and speakers will be oriented parallel to Main Street, facing toward the courts.

**BUDGET/FINANCIAL IMPACT:**

Funding for this item was {} included {X} not included in the current-year budget {} N/A  
Associated estimated costs for this event are \$13,475.00

**RECOMMENDATION:**

Staff has no recommendation.

**ATTACHMENTS:**

1. Western Days 2026 Special Event Summary

- { } Staff will be making a detailed presentation on this agenda item at the meeting.
- {X} Staff will provide brief comments and answer questions on this item at the meeting.
- { } This is a routine procedural item and no presentation is planned for the meeting.

*Councilmembers who have any detailed questions or would like to request additional information regarding this item are encouraged to contact the City Manager at their earliest convenience.*

## SPECIAL EVENT APPLICATION SUMMARY

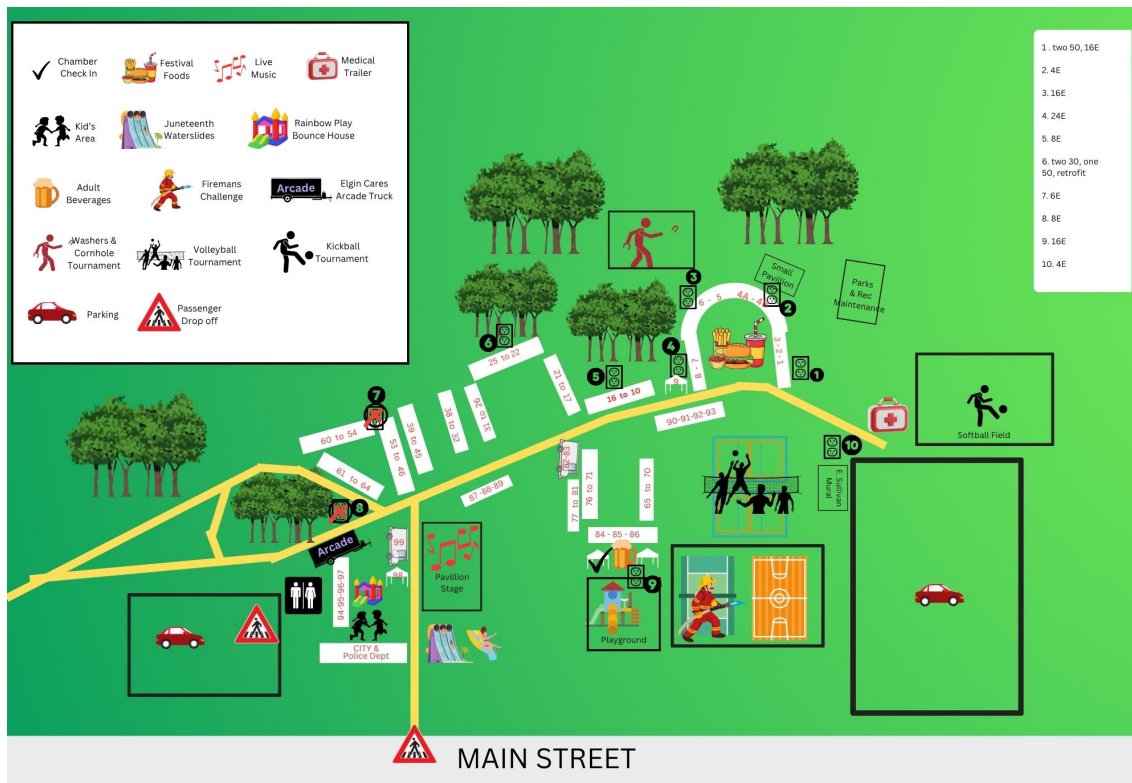
Applying Organization / Individual: The Elgin Chamber of Commerce, Heather Bloom

Event Name: Western Days Festival

### Event Dates / Times:

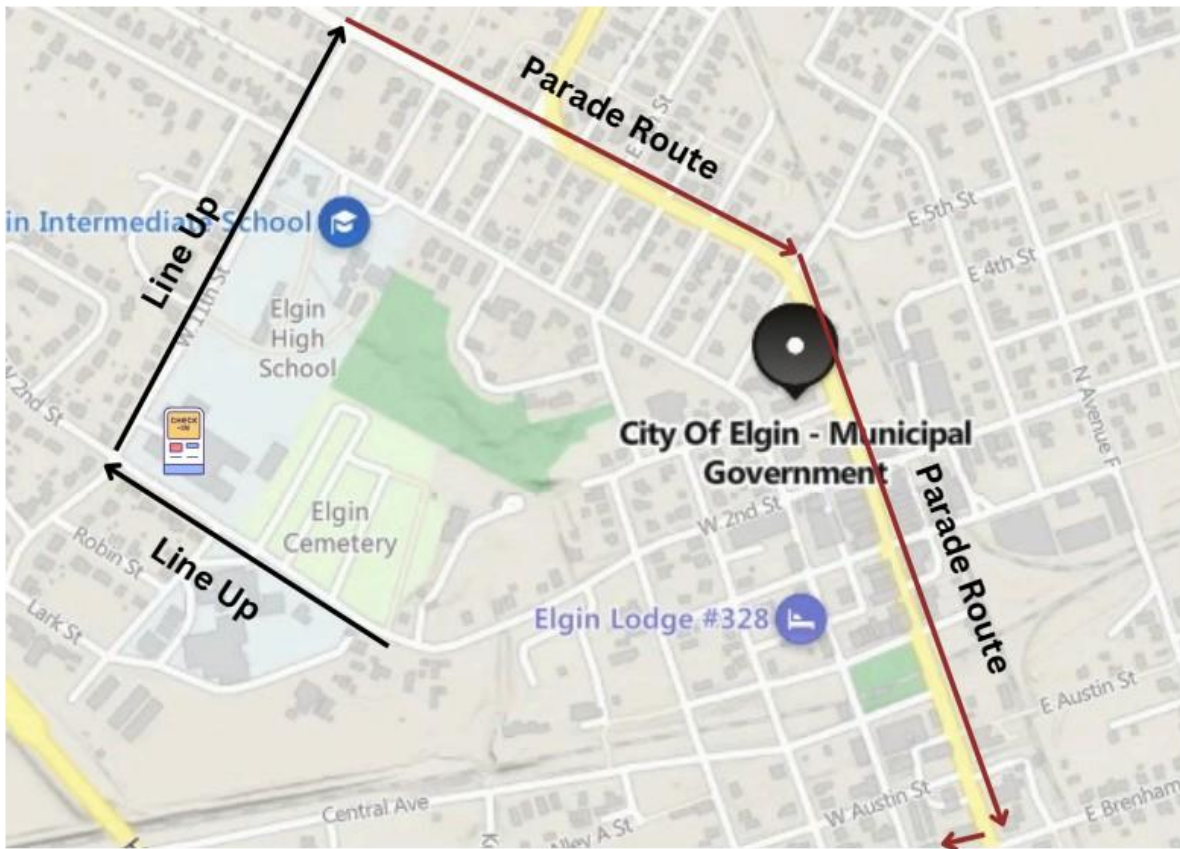
Friday evening, June 26th .....Public Works Sets up Stage at Pavilion and put  
up parade route street closure notices  
Saturday, June 27th 5am.....Set up in Park Begins  
Saturday, June 27th 10am-4pm.....Park Vendors Open  
Saturday, June 27th 10am-11am.....Parade  
Saturday, June 27th 4pm-6pm.....Park Event Cleanup/shutdown

Event Location: Elgin Memorial Park



## 2026 Western Days Parade Route

Line up will run down 2nd Street and turn down W. 11th.  
Parade will start at W.11th and Main and continue until  
Brenham. Entries will take a right at Brenham and disperse at  
Ave. C.



**Event Description:** The Elgin Chamber of Commerce & Visitor Center will host the 57th Annual Western Days June 25–27, 2026. While activities take place throughout the three-day celebration, the Western Days Festival and Parade will occur on Saturday, June 27 at Elgin Memorial Park and along Main Street from 11th to Brenham, respectively. We appreciate the continued partnership and support from the City of Elgin in helping make this long-standing community event possible. Western Days benefit the entire community by providing free, family-friendly events that are open and accessible to the public.



## Elgin Western Days Celebration

| Hosted By: Elgin Western Days Celebration |                     |                 |                            |                  |
|-------------------------------------------|---------------------|-----------------|----------------------------|------------------|
| Description of City Staff Support         | Number of Employees | Number of Hours | Cost Per Hour Per Employee | Total Daily Cost |
| Public Works Support: Labor Costs         |                     | 192             | \$25.00                    | \$4800.00        |
| Supplies and Materials Cost               |                     |                 |                            | \$750.00         |
| Police Department Support:                |                     |                 |                            | \$6,000.00       |
|                                           |                     |                 |                            | \$11,550.00      |
| Description of Fees                       |                     | Cost by Unit    |                            | Total Cost       |
| Special Event Application                 |                     | \$25.00         |                            | \$25.00          |
| Elgin Memorial Park rate per day          |                     | \$1,200.00      |                            | \$1,200.00       |
| Street Closures(Parade)                   | 14 blocks           | \$50/block      |                            | \$700.00         |
|                                           |                     |                 |                            |                  |
|                                           |                     |                 |                            | \$1,925.00       |
| Total (Estimated)* Event Fees             |                     |                 | Total Cost                 | \$13,475.00      |

\*Estimated costs projected from previous year associated costs.



## Elgin City Council Meeting Agenda Item Executive Summary

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**ITEM:** SHE is Down For Style Fashion Show Special Event Application Waiver, Street Closure Waiver on W 1st St between N Ave C and N Main St for Thursday, May 14th from 5:30pm-7:30pm. \$175.00 (KRISTINA ALVAREZ - MAIN STREET MANAGER)

**DEPARTMENT:** Community Services

**PROPOSED ACTION:** None.

**BACKGROUND:**

Down Home Ranch, SHE, and Key Elevation Luxury Cuts are looking to close 1st Street (right past the post office to Main Street) for two hours for a Community Fashion Show featuring the ranchers of Down Home Ranch. The event will start at 6 PM, with 30 minutes before and after built in to create a small stage for the ranchers to "walk the runway." This is to help bring awareness to the organization and create another reason to come downtown during Sip, Shop, & Stroll. The event itself will only be 45 minutes to an hour.

**BUDGET/FINANCIAL IMPACT:**

Funding for this item was {} included {X} not included in the current-year budget {} N/A  
Cost associated with this event is \$175.00

**RECOMMENDATION:**

Staff has no recommendation.

**ATTACHMENTS:**

1. SHE Fashion SHOW Special Event Summary

- { } Staff will be making a detailed presentation on this agenda item at the meeting.
- {X} Staff will provide brief comments and answer questions on this item at the meeting.
- { } This is a routine procedural item and no presentation is planned for the meeting.

*Councilmembers who have any detailed questions or would like to request additional information regarding this item are encouraged to contact the City Manager at their earliest convenience.*



## SPECIAL EVENT APPLICATION SUMMARY

**Applying Organization / Individual:** SHE: Women in Business & Down Home Ranch  
Veronica Seever

**Event Name:** SHE is Down For Style

### Event Dates / Times:

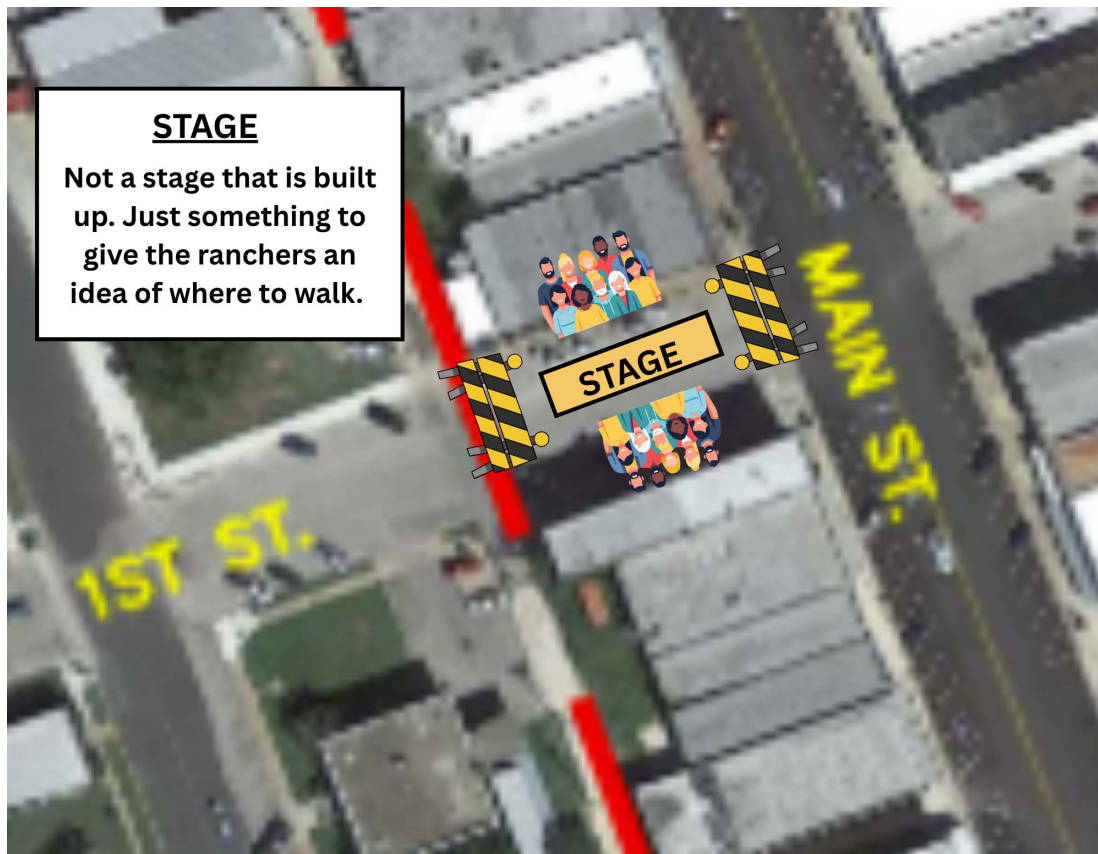
Thursday, May 14th Public Works Closes Streets at 5:30pm

5:30-6pm.....Event Setup

6-7pm.....Event Time

7-7:30pm.....Event breakdown Public Works Removes Barricades

**Event Location:** Veteran Memorial Park 109 Depot St.



Down Home Ranch, SHE, and Key Elevation Luxury Cuts are looking to close 1st Street (right past the post office to Main Street) for two hours for a Community Fashion Show featuring the ranchers of Down Home Ranch. The event will start at 6 PM, with 30 minutes before and after built in to create a small stage for the ranchers to "walk the runway." This is to help bring awareness to the organization and create another reason to come downtown during Sip, Shop, & Stroll. The event itself will only be 45 minutes to an hour.

### Elgin Juneteenth Celebration

Hosted By: Elgin Juneteenth Organization 27th Year Celebration

|                                      |                     |                   |                            |            |
|--------------------------------------|---------------------|-------------------|----------------------------|------------|
| Description of City Staff Support    | Number of Employees | Number of Hours   | Cost Per Hour Per Employee | Total Cost |
| Public Works Support: Street Closure | 2                   | 2                 | \$25.00                    | \$100.00   |
|                                      |                     |                   |                            |            |
|                                      |                     |                   |                            |            |
|                                      |                     |                   |                            |            |
| Description of Fees                  |                     | Cost by Unit      | Total Cost                 |            |
| Special Event Application            |                     | \$25.00           | \$25.00                    |            |
| Street Closure: Thursday, May 14th   | 1 Block             | \$50.00 per block | \$50.00                    |            |
|                                      |                     |                   |                            |            |
|                                      |                     |                   |                            |            |
|                                      |                     |                   |                            |            |
| Total Event Fees                     |                     |                   | Total Cost                 | \$175.00   |





## Elgin City Council Meeting Agenda Item Executive Summary

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**ITEM:** A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF ELGIN, TEXAS, APPROVING A PURCHASE AND SALE AGREEMENT BETWEEN THE ELGIN ECONOMIC DEVELOPMENT CORPORATION AND DOWNSTREAM INTERESTS, LLC, AND AUTHORIZING THE EDC DIRECTOR TO EXECUTE THE AGREEMENT (KALEY FRYE - ECONOMIC DEVELOPMENT CORPORATION DIRECTOR)

**DEPARTMENT:** EDC

**PROPOSED ACTION:** Review and approve the Resolution as presented, authorizing execution of the Purchase and Sale Agreement with Downstream Interests, LLC.

**BACKGROUND:**

The Elgin EDC Board has approved a Purchase and Sale Agreement with Downstream Interests LLC for the sale of Lots 13 and 14 in Elgin Business Park III. The project will include the development of a Class A industrial facility totaling approximately 120,000 square feet, with a minimum of 108,000 square feet.

**BUDGET/FINANCIAL IMPACT:**

Funding for this item was {} included {} not included in the current-year budget {X} N/A

**RECOMMENDATION:**

Staff recommends approval.

**ATTACHMENTS:**

1. Resolution for DownStream Interests
2. Agreement- Downstream Interests LLC

- { } Staff will be making a detailed presentation on this agenda item at the meeting.  
{X} Staff will provide brief comments and answer questions on this item at the meeting.  
{ } This is a routine procedural item and no presentation is planned for the meeting.

*Councilmembers who have any detailed questions or would like to request additional information regarding this item are encouraged to contact the City Manager at their earliest convenience.*

**RESOLUTION NO. 2026-04-21-XX**

**RESOLUTION BY THE CITY COUNCIL OF THE CITY OF ELGIN, TEXAS  
APPROVING A PURCHASE AND SALE AGREEMENT BETWEEN THE  
ELGIN ECONOMIC DEVELOPMENT CORPORATION AND DOWNSTREAM  
INTERESTS, LLC, AND AUTHORIZING THE EDC DIRECTOR TO EXECUTE  
THE AGREEMENT**

**WHEREAS**, the City of Elgin Economic Development Corporation, Texas (the “City”) desires to sell property to Downstream Interests, LLC, (the “Developer”) for the primary purpose of developing a commercial project including a 120,000 square foot (minimum 108,000 sq.ft.) class A industrial space with a minimum investment of Ten Million and No/100 Dollars; and,

**WHEREAS**, the City has found and determined that the Economic Development Agreement will further the public interest and welfare and the potential economic benefits that will accrue to the City are consistent with the City’s economic development objectives to promote economic development, stimulate commercial activity, create jobs, generate additional sales tax, and enhance the property tax base and economic vitality of the City; and,

**WHEREAS**, the Developer has project costs including new construction costs that will be beneficial to the City; and,

**WHEREAS**, the Developer will actively market and lease the building with the goal of attracting corporate and industrial tenants that will create jobs in Elgin.

**NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF ELGIN, BASTROP AND TRAVIS COUNTY, TEXAS THAT:**

**Section 1. Findings.** The following recitals are hereby found to be true and correct and are hereby adopted by the City Council and made a part hereof for all purposes as findings of fact.

**Section 2. Authorization.** The City of Elgin Economic Development Corporation Director is hereby authorized to execute a Purchase and Sale Agreement in the amount of the proposal attached and identified as “**Purchase and Sale Agreement.**”

**Section 3. Open Meetings.** The City Council hereby finds and declares that written notice of the date, hour, 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.

**Section 4.** This Resolution shall take effect immediately upon passage.

**PASSED AND ADOPTED** this 21<sup>st</sup> day of April, 2026

ATTEST:

\_\_\_\_\_  
THERESA Y. MCSHAN, Mayor  
City of Elgin, Texas

\_\_\_\_\_  
ESMERALDA RANGEL, Assistant City Secretary

## **PURCHASE AND SALE AGREEMENT**

This **Purchase and Sales Agreement** (“**Agreement**”) to buy and sell real property is entered as of the Effective Date between **Elgin Economic Development Corporation, a Texas nonprofit Type B sales tax corporation** (“**Seller**”) and **Downstream Interests LLC, a Texas limited liability company** (“**Purchaser**”), as identified below (each a “**Party**” or collectively the “**Parties**”).

**Seller:** Elgin Economic Development Corporation  
a Texas nonprofit Type B sales tax corporation  
Attn: Kaley Frye, Director  
P.O. Box 591  
Elgin, Texas 78621  
  
Phone: (512) 229-3240  
Email: [kaley.frye@elgintexas.gov](mailto:kaley.frye@elgintexas.gov)

**Seller’s Attorney:** Kevin B. Laughlin  
Peter G. Smith  
Nichols, Jackson, Dillard, Hager & Smith, L.L.P.  
500 N. Akard Street, Suite 1800  
Dallas, Texas 75201  
  
Phone: (214) 965.9900  
Fax: (214) 965.0010  
Email: [psmith@nicholsjackson.com](mailto:psmith@nicholsjackson.com)  
[klaughlin@nicholsjackson.com](mailto:klaughlin@nicholsjackson.com)

**Seller’s Broker:** None

**Purchaser:** Downstream Interests LLC,  
a Texas limited liability company  
Attn: Zach Cannon, CFO  
2301 S. Capital of Texas Hwy  
Building J 101  
Austin, Texas 78746  
  
Phone: (512) 980-1719  
Email: [zach@latierratx.com](mailto:zach@latierratx.com)

**Purchaser’s Attorney:** Jake Brown  
Law Office of Jake K. Brown, PLLC  
5900 Balcones Drive, Suite 100  
Austin, Texas 78731-4298  
  
Phone: (512) 987-1947  
Email: [jake@jbrownlaw.com](mailto:jake@jbrownlaw.com)

**Purchaser’s Broker:** None

**Title Company:**

Austin Title  
Attn: Julie Glidewell-Richardson, Escrow Officer  
110 S. Main Street  
Elgin, Texas 78621

Telephone: (512) 412-7040  
Facsimile: (512) 303-9649  
E-Mail: [julie.richardson@austintitle.com](mailto:julie.richardson@austintitle.com)

**Property:**

**Lots 13 and 14, Elgin Business Park III, Phase III, an addition to the City of Elgin, Bastrop County, Texas, according to the Plat thereof recorded in Cabinet 7, Pages 150-A, 150-B, and 151-A, Plat Records, Bastrop County, Texas,** together with all right, title and interest of Seller, if any, in and to any (i) strips and gores between said tract and abutting properties, ii) land lying in or under the bed of adjacent streets, alleys, roads or rights of way, (iii) easements or rights of way appurtenant to or otherwise benefitting said tract, (iv) utility capacities, commitments, reservations and other rights and capacities (including but not limited to stormwater retention rights) related to said tract, (v) all permits and approvals relating to said tract, (vi) all development rights relating to said tract, (vii) all rights to credits, refunds and reimbursements associated with said tract, (viii) all water and drainage rights associated with said tract, (ix) all reversionary rights related to said tract, and (x) all other rights and appurtenances of any kind related to said tract.

**Earnest Money:**

**\$15,000** to be credited to the Purchase Price at Closing, paid to Title Company not later than three (3) business days after the Effective Date; of which \$1,000 constitutes non-refundable Option Fee.

**Option Fee:**

**\$1,000** portion of the Earnest Money which shall be non-refundable, except as may be otherwise expressly provided in this Agreement, but which shall be applied to the Purchase Price at Closing.

**Inspection Period:**

The period commencing on the Effective Date and ending on the 180<sup>th</sup> day after the Effective Date, subject to extension as provided in **Section 2(c)**.

**Closing Date:**

Thirty (30) days after the expiration of the Inspection Period, or earlier date if agreed by Parties; provided, however, Purchaser shall have the right to extend the Closing Date one (1) time for a period of up to thirty (30) days by delivering to Seller written notice of such extension no later than fifteen (15) days prior the Closing Date and delivering to the Title Company an additional **Seven Thousand Five Hundred and No/100 Dollars (\$7,500.00)** non-refundable deposit, separate and above the Earnest Money deposit defined above, which additional amount shall be paid to Seller if Purchaser terminates this Agreement for any reason other than Seller's uncured default, but which shall be credited to the Purchase Price at Closing.

**Purchase Price:** **THREE AND NO/100 DOLLARS (\$3.00)** per square foot multiplied by the gross square footage of the area of the Property as established by the Survey, payable in CASH at Closing. (Based on the area of the plat of the Property showing a gross area of 501,811.2 sq. ft., the purchase price would be \$1,505,433.60.)

**Restriction Agreement:** That certain Restriction Agreement between Seller and Purchaser to be executed at Closing substantially in the form attached hereto as **Exhibit “B”**.

**Master Lease Agreement:** That certain Master Lease Agreement between Seller and Purchaser to be executed at or before Closing substantially in the form attached hereto as **Exhibit “C”**.

**NOW, THEREFORE**, in consideration of the sum of Purchase Price and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. **Sale and Purchase.** Seller agrees to sell, and Purchaser agrees to purchase the Property as provided in and subject to the terms of this Agreement for the Purchase Price and subject to additional consideration set forth in this Agreement.

2. **Title, Survey, and Environmental Reports.**

(a) Not later than fifteen (15) days after the Effective Date, Seller shall, at Seller’s expense, deliver to Purchaser:

(i) a current commitment for an Owner’s Policy of Title Insurance for the Property from the Title Company issued to Purchaser in the amount of the Purchase Price, setting forth the state of title to the Property together with any easements or restrictions (existing or created pursuant hereto) benefiting or burdening the Property, together with all exceptions or conditions to such title (the “**Title Commitment**”);

(ii) legible copies of all documents referenced in the Title Commitment;

(iii) any environmental or geotechnical studies or reports that Seller may have in its possession of Seller as of the Effective Date with respect to the Property;

(iv) tax certificate(s) regarding the payment of ad valorem taxes for current and prior years;

(v) the most recent survey and plat of the Property that Seller has in its possession. Seller represents that Seller does not have a current survey of the Property. Seller shall not be required to obtain a new survey of the Property at Seller’s expense;

(vi) notices or other documents regarding any uncured violation of applicable laws, rules, regulations, codes or ordinances regarding the Property, or relating to any actual or claimed existence, release or disposal of any toxic or hazardous substance or waste in, upon or affecting the Property, or relating to any pending or threatened litigation affecting the Property; and

(vii) any other documents or information in Seller’s possession or control relating to the Property which may be reasonably requested by Purchaser.



(b) Not later than thirty (30) calendar days after the Effective Date, Purchaser may, at Purchaser's option, cost, and expense (even if the Closing does not occur), obtain and deliver to Title Company and Seller a survey (the "**Survey**") of the Property prepared by a duly licensed Texas Registered Professional Land Surveyor. The Survey shall be staked on the ground, and the plat shall show the location of all improvements, highways, streets, roads, railroads, rivers, creeks, or other water courses, fences, easements, and rights-of-way on or adjacent to the Property, if any, and shall contain the surveyor's certification that there are no encroachments on the Property other than what are listed on the Title Commitment and, if the Property is not platted, shall set forth a metes and bounds description of the Property. The legal description contained in said Survey shall be used by the Parties as the legal description contained in the Deed, unless, at the time of Closing the Property is a separately platted lot, in which case the Property shall be conveyed by the platted lot description.

(c) Not later than fifteen (15) days after Purchaser's receipt of the last of (i) the Title Commitment, (ii) legible copies, to the extent available, of all instruments referred to in the Commitment, and (iii) the Survey, (or after the expiration of the period for obtaining the Survey, if a Survey is not obtained), Purchaser shall notify Seller and Title Company of any objections to the Survey or Title Commitment related to the Property. If there are objections by Purchaser, Seller shall in good faith attempt to satisfy them prior to Closing, but Seller shall not be required to incur any cost to do so. If Seller delivers written notice to Purchaser not later than the fifth (5<sup>th</sup>) calendar day after Seller's receipt of Purchaser's objections that Seller is unable to satisfy such objections, Purchaser may either (i) waive such objections and accept title as Seller is able to convey or terminate this Agreement by written notice to Seller and the Title Company prior to the expiration of the Inspection Period and receive a refund of the Earnest Money or (ii) elect to extend the Inspection Period, not to exceed an additional thirty (30) days, in order to provide Seller additional time to cure the objections and/or to allow Purchaser additional time to evaluate title matters or other due diligence matters affecting the Property or Purchaser's contemplated development or use thereof. If Purchaser elects to extend the Inspection Period pursuant to this Section 2(c), and Seller fails to cure the objection within such period, Purchaser may either waive the objection and proceed to Closing or terminate this Agreement and receive a refund of the Earnest Money without further liability to either Party.

### 3. **Inspection Period.**

(a) During the Inspection Period, Purchaser and its agents, contractors, representatives, consultants or employees shall have the right to enter upon the Property during regular business hours upon reasonable notice and conduct such inspections, tests and studies as they may deem necessary. If for any reason or no reason Purchaser determines not to purchase the Property, Purchaser may terminate this Agreement by notifying Seller and Title Company in writing prior to the expiration of the Inspection Period. In such event, neither Party shall have any further claim against the other under this Agreement, and Purchaser shall be entitled to a refund of the Earnest Money, but not the Option Fee. If Purchaser does not timely terminate this Agreement under this Section 3, it shall have no further right to do so under this Section 3; and Purchaser shall have waived its right to terminate this Agreement within the Inspection Period.

(b) Purchaser may enter the Property to conduct its inspection but shall be solely responsible for any damages caused thereby. **Purchaser shall repair any damage to the Property it causes or that is caused by its agents, contractors, representatives, consultants or employees, and shall indemnify and defend Seller and hold Seller harmless from and against any and all claims, liabilities or damages to the Property or against Seller caused by the intentional or negligent acts or omissions of Purchaser and/or Purchaser's authorized agents, contractors, representatives, consultants or employees during the Inspection Period or as a result of any inspection of the Property by such Parties; provided, that**

**no indemnity shall be required for Purchaser's discovery of any violations of any applicable law, statute, rule, regulation, code or ordinance during such inspection, or discovery of any preexisting conditions present at the Property. Purchaser shall have no liability for any diminution in the value of the Property as a result of matters or conditions identified during its inspection of the Property.**

(c) In addition to the extension contemplated in Section 2(c) above, Purchaser shall have the right, by written notice delivered prior to the expiration of the Inspection Period, to extend the Inspection Period for a period not to exceed an additional forty-five (45) days if Purchaser requires additional time, through no fault of Purchaser, to complete due diligence or evaluation of the Property, including, without limitation, matters relating to zoning, permitting, governmental approvals, utilities, access, surveys, environmental conditions, financing, or other feasibility considerations. Upon Purchaser's request of the foregoing extension of the Inspection Period, an amount equal to \$7,500.00 of the Earnest Money (in addition to the Option Fee) shall become non-refundable and payable to Seller (i) upon termination of this Agreement without the occurrence of the Closing for any reason other than termination by Purchaser following Seller's failure to timely cure Seller's default of this Agreement and (ii) as part of the Purchase Price at Closing, it being the Parties intent that such amount shall be credited against the P

(d) The provisions of this Section 3 shall expressly survive any termination of this Agreement or the Closing.

4. **Closing Date.** The closing of the sale of the Property (the "**Closing**") shall occur on the Closing Date through escrow arrangements with the Title Company, or at such other time as may be agreeable to the Parties.

5. **Closing Deliverables.**

(a) At the Closing, Seller shall deliver to Purchaser through the Title Company:

(i) a special warranty deed (the "**Deed**") substantially in the form attached hereto as **Exhibit "A"** conveying good and indefeasible title to the Property to Purchaser, free and clear of any and all encumbrances except the Permitted Exceptions;

(ii) the Restriction Agreement signed by Seller;

(iii) the Master Lease Agreement signed by Seller;

(iv) possession of the Property, free of parties in possession; and

(v) such documents as may be reasonably required by the Title Company in order to cause the Title Company to issue a Texas Owner's Policy of Title Insurance (or equivalent) in the amount of the Purchase Price, insuring such title to the Purchaser, at Seller's expense (the "**Title Policy**"), as well as such other documents as may be required by the Title Company to close the contemplated transaction.

(b) At the Closing, Purchaser shall deliver to Seller through the Title Company:

(i) the Purchase Price;

(ii) the Restriction Agreement signed by Purchaser;

(iii) the Master Lease Agreement signed by Purchaser; and

(iv) such other documents as may be reasonably required by Title Company to close the contemplated transaction.

6. **Taxes.** Purchaser understands and acknowledges that the Property is presently exempt from the assessment of ad valorem taxes, which status will change upon conveyance of the Property to Purchaser. Seller shall not be responsible for payment of property taxes assessed against the Property for periods after the date of Closing, not including any rollback taxes, if any become due and payable. Purchaser shall not be responsible for any property taxes assessed against the Property for periods prior to the date of Closing, if any become due and payable, not including any rollback taxes that may be assessed by virtue of the change in ownership of the Property or Purchaser's contemplated use of the Property following Closing.

7. **Closing Costs.**

(a) Seller hereby agrees to pay and be responsible for the following closing costs, which amounts may be deducted from the Purchase Price notwithstanding anything in this Agreement to the contrary:

(i) All costs related to obtaining any release of mortgage, liens, or security interests on the Property, including the costs of preparation and recording of any related releases of liens;

(ii) One half of the Title Company's escrow fee;

(iii) All fees and premiums for the Basic Owners Title Policy to be issued by the Title Company to Purchaser;

(vi) The cost of all tax certificates relating to all taxes and other assessments incurred or arising in relation to the Property;

(v) Costs related to preparing the Deed;

(vi) Seller's attorney's fees, if any; and

(vii) Such other incidental costs and fees customarily paid by sellers of property in Bastrop County, Texas, for transactions of a similar nature to the transaction contemplated herein.

(b) Purchaser hereby agrees to pay and be responsible for the following closing costs:

(i) All fees and premiums for any optional endorsements, deletions, and amendments to the Basic Owner's Title Policy requested by Purchaser;

(ii) All fees for the Survey (if not paid outside of Closing);

(iii) One half of the Title Company's escrow fee;

(iv) Costs for recording the Deed, the Restriction Agreement, and all other documents required to be recorded in relation to any liens and/or security interests granted by Purchaser to a lender or other party in association with the financing of the purchase of the Property and/or the costs of construction of the Project as described in the Restriction Agreement and Master Lease Agreement;

(v) All costs and expenses incurred by or on behalf of Purchaser, including Purchaser's attorneys' fees; and

(vi) Such other incidental costs and fees customarily paid by purchasers of property in Bastrop County, Texas, for transactions of a similar nature to the transaction contemplated herein.

8. **Conditions to Closing.**

Closing on the sale of the Property shall be conditioned upon and subject to the following:

- (a) Purchaser and Seller having duly executed the Restriction Agreement in recordable form;
- (b) Purchaser and Seller having duly executed the Master Lease Agreement;
- (c) Each of the representations and warranties made by Seller in this Agreement being true and complete in all material respects on the Closing Date as if made on and as of such date;
- (d) Seller will not have failed to materially perform or comply with any of Seller's agreements, covenants or obligations in the manner and within the periods provided herein;
- (e) The Title Company will have irrevocably committed to issue the Title Policy;
- (f) On the Closing Date, there will be no third-party injunction, writ, preliminary restraining order or any order of any nature issued or threatened by a court of competent jurisdiction directing that the transaction contemplated by this Agreement not be consummated, as herein provided; and
- (g) On the Closing Date, there will be no third-party litigation (pending or filed) involving or in any way affecting the Property.

9. **Permitted Exceptions.** Purchaser acknowledges and agrees that the Property will be conveyed by Seller at Closing subject to the Restriction Agreement and that the Deed shall contain reference to same. The (i) lien for current taxes not yet due and payable, (ii) the Restriction Agreement, and (iii) appropriate matters appearing on Schedule B of the Title Commitment that were not cured and to which Purchaser failed to object, or otherwise waived objection shall be deemed to be Permitted Exceptions. Notwithstanding anything to the contrary herein, as a condition of Closing, Seller must resolve at Seller's sole cost the items that are listed on Schedule C of the Title Commitment which are by their nature Seller's responsibility, remove all liquidated liens, remove all exceptions that arise by, through, or under Seller after the Effective Date of this Agreement, and use due diligence to cure the title and survey objections that Seller has agreed to cure.

10. **Representations and Covenants.** Seller represents and covenants that: (a) it has authority to enter into this Agreement and that this Agreement represents the legal, valid and binding obligation of Seller, enforceable against Seller in accordance with its terms; (b) no other person has any interests in or claims against the Property (other than as reflected by the Title Commitment); (c) except as may be set forth in the documents delivered by Seller to Purchaser pursuant to **Section 2(a)**, Seller has no actual knowledge of any uncured violation of applicable laws, rules, regulations, codes or ordinances with respect to the Property, nor of any existence, release or disposal of any toxic or hazardous substance or waste upon or affecting the Property, nor of any pending or threatened litigation affecting the Property; (d) there are no contracts or agreements relating to the Property that will affect the Property after Closing except those between Seller and Purchaser; (e) there are no unpaid assessments for public improvements against the

Property except those which have been disclosed on the Title Commitment; (f) Seller has no knowledge of any proposed assessments against the Property, and the Property is not subject to assessments for any street paving or curbing heretofore laid except for those which have been disclosed on the Title Commitment, if any; (g) Seller has no knowledge of any public plans or proposals for changes in road grade, access or other municipal improvements which would result in any assessment against Purchaser or the Property, nor of any pending ordinance authorizing improvements, the cost of which might be assessed against Purchaser or the Property; (h) Seller has not encumbered the Property, or taken any other action with respect to the Property which Seller knows or should know will materially adversely affect the development, lease or other transactions contemplated by this Agreement; (i) Seller has no knowledge of any pending or threatened litigation, condemnation, or assessment affecting the Property. Seller shall promptly advise Purchaser of any litigation, condemnation or assessment affecting the Property that is instituted after the Effective Date; (k) Seller has good and indefeasible fee simple title to the Property, free and clear of any liens, assessments, easements, security interests and other encumbrances except for Permitted Exceptions; and (l) there are no parties or tenants in possession of the Property. Purchaser represents that it has authority to enter into this Agreement and that this Agreement represents the legal, valid and binding obligation of Purchaser, enforceable against Purchaser in accordance with its terms. The only representations made by any Party concerning the Property and this Agreement are as set out in this Section 10. The representations set forth in this Section 10 shall survive Closing.

11. **Property Sold As Is.**

(a) Purchaser hereby acknowledges and agrees that the sale of the Property hereunder is and will be made on an “as is, where is and with all faults” basis. The occurrence of Closing shall constitute an acknowledgment by Purchaser that the Property was accepted without representation or warranty, express or implied (except as otherwise specifically set forth herein and except for the special warranties of title set forth in the Deed).

(b) Except as otherwise specifically set forth in this Agreement and except for the special warranties of title set forth in the Deed, Seller hereby specifically negates and disclaims any representations, warranties or guaranties of any kind or character, whether express or implied, oral or written, past, present, future or otherwise, of, as to, concerning or with respect to the Property, including without limitation (i) the nature and condition of the Property and the suitability thereof for any and all activities and uses which Purchaser may elect to conduct thereon, (ii) the nature and extent of any right-of-way, lease, possession, lien, encumbrance, license, reservation, condition or any other matter relating in any way to the Property, (iii) the compliance of the Property or its operation with any laws, ordinances or regulations of any government or other authority or body, (iv) the existence of any toxic or hazardous substance or waste in, on, under the surface of or about the Property, (v) geological conditions, including, without limitation, subsidence, subsurface conditions, water table, underground water reservoirs, limitations regarding the withdrawal of water and faulting, (vi) whether or not and to the extent to which the Property or any portion thereof is affected by any stream (surface or underground), body of water, flood prone area, floodplain, floodway, or special flood hazard, (vii) drainage, (viii) zoning or land use restrictions rules and regulations to which the Property or any portion thereof may be subject, (ix) the availability of any utilities to the Property or any portion thereof including, without limitation, water, sewage, gas and electric and including the utility availability capacities allocated to the Property by the relevant governmental or regulatory authority, (x) usages of adjoining property, (xi) access to the Property or any portion thereof, (xii) the value, compliance with the plans and specifications, size, location, age, use, design, quality, description, durability, structural integrity, operation, leasing, title to, or physical or financial condition of the Property or any portion thereof, or any income, expenses, charges, liens, encumbrances, rights or claims on or affecting or pertaining to the Property or any part thereof, (xiii) the potential for further development of the Property, or (xiv) the merchantability of the Property or fitness of the Property for any particular purpose (Purchaser affirming that Purchaser has not relied on Seller’s skill or judgment to select or furnish the

Property for any particular purpose, and that Seller makes no warranty that the Property is fit for any particular purpose).

(c) Purchaser agrees that prior to the expiration of the Inspection Period it will have the opportunity to examine and investigate the Property and that, in purchasing the Property, Purchaser will rely solely upon its independent examination, study, inspection and knowledge of the Property, and Purchaser is relying solely upon its own examination, study, inspection, and, except for representations and warranties specifically set forth herein and, except for the special warranties of title set forth in the Deed, knowledge of the Property and Purchaser's determination of the value of the Property and uses to which the Property may be put, and not on any information provided or to be provided by Seller.

(d) The provisions of this Section 11 shall survive the termination of this Agreement and the Closing.

12. **Remedies.** If Purchaser defaults, Seller's sole remedy shall be to terminate this Agreement and retain the Earnest Money. If Seller defaults, Purchaser may, as its sole remedy, terminate this Agreement and obtain a refund of the Earnest Money and the Option Fee. No termination shall occur pursuant to a default until the non-defaulting Party has provided written notice of default not less than ten (10) days prior to the proposed date of termination and the defaulting Party has failed to cure the default.

13. **Notices.** Notices must be in writing and may be hand delivered and/or mailed by certified mail with return receipt requested, to the addresses stated above, with copies concurrently delivered by electronic mail to the email addresses set forth in this Agreement. Notice given by delivery service shall be effective upon receipt at the address of the addressee; notice given by mail shall be effective upon earlier of actual receipt or three (3) days after placing the notice in a receptacle of the United States Postal Service, postage prepaid and properly addressed; and notice sent by facsimile transmission shall be effective upon electronic confirmation of receipt. In addition, copies of all notices shall be provided to the Party's attorney at the addresses and email addresses indicated above. Except for notices for default or termination relating to this Agreement, the Parties may also deliver notices by e-mail to the email addresses set forth in this Agreement, which emails shall be deemed to have been delivered as of (i) the date sent, if sent on or before 4:00 p.m. Central Time on a business day or (ii) on the next business day if sent on a day that is not a business day or after 4:00 p.m. Central Time on a business day.

14. **Miscellaneous.**

(a) ***Entire Agreement.*** This Agreement, the Restriction Agreement, and the Master Lease Agreement contain the entire agreement, either written or oral or express or implied, concerning the sale contemplated by this Agreement.

(b) ***Modifications and Waiver.*** This Agreement may be amended only by an instrument in writing signed by both Seller and Purchaser. This Agreement may be terminated only in accordance with the terms of this Agreement or by an instrument in writing signed by both Seller and Purchaser. No waiver of any of the provisions of this Agreement shall constitute a waiver of any other provision, nor shall any waiver be a continuing waiver. Except as expressly provided in this Agreement, no waiver shall be binding unless executed in writing by the Party making the waiver.

(c) ***Assignment.*** Neither Party may assign its rights under this Agreement without the prior written consent of the other Party; provided, however, Purchaser will have the right to assign this Agreement or any of its rights hereunder without the prior written consent of Seller to an affiliate of Purchaser. Upon any assignment, Purchaser will remain liable for all obligations of Purchaser hereunder, but such assignee

will succeed to all of the rights and obligations of Purchaser hereunder and will, for the purposes hereof, be substituted as and be the Purchaser hereunder.

(d) ***Time is of the Essence.*** Time is of the essence with respect to the performance by the Parties of their respective obligations hereunder.

(e) ***Effective Date.*** The Effective Date of this Agreement shall be the last date on which the authorized representatives of all Parties have signed this Agreement, and the Title Company has acknowledged in writing its receipt of this Agreement as so signed.

(f) ***Deadlines and Other Dates.*** All deadlines in this Agreement expire at 5:00 p.m. Central Time on the day of such deadline. If the final date of any period provided herein for the performance of an obligation or for the taking of any action falls on a Saturday, Sunday, or holiday, then the end of such period shall be extended to the next day that is not a Saturday, Sunday, or holiday.

(g) ***Headings.*** Section headings are for convenience of reference only and do not modify or restrict any provisions hereof and shall not be used to construe any provisions.

(h) ***Brokers.*** Seller and Purchaser represent that no broker is involved in this Agreement, and, to the extent allowed by law, each Party indemnifies the other against brokerage or commission claims arising out of the indemnifying Party's actions.

(i) ***Counterparts.*** This Agreement may be executed in any number of counterparts, each of which shall be deemed an original for all purposes and constitute one and the same instrument; but in making proof of this Agreement, it shall not be necessary to produce or account for more than one such counterpart.

(j) ***Legal Construction.*** In the event any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect other provisions, and the Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in it.

(k) ***Law Governing.*** This Agreement shall be construed under and in accordance with the laws of the State of Texas; and venue for any action arising from this Agreement shall be in the State District Court of Bastrop County, Texas. The Parties agree to submit to the personal and subject matter jurisdiction of said court.

(l) ***Survival of Covenants.*** Any of the representations, warranties, covenants, and obligations of the Parties, as well as any rights and benefits of the Parties, pertaining to a period of time following the Closing shall survive.

***(Signature Page to Follow)***

**SIGNED AND AGREED** this the \_\_\_\_\_ day of \_\_\_\_\_, 2026.

**ELGIN ECONOMIC DEVELOPMENT CORPORATION**

By: \_\_\_\_\_  
Kaley Frye, Director

**SIGNED AND AGREED** this the \_\_\_\_\_ day of \_\_\_\_\_, 2026.

**DOWNSTREAM INTERESTS LLC**

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

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

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

**RECEIPT OF CONTRACT**

Title Company acknowledges receipt of a copy of this Agreement executed by both Seller and Purchaser on the \_\_\_\_ day of \_\_\_\_\_, 2026.

**Austin Title**

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

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

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



**EXHIBIT "A"**  
**Form of Special Warranty Deed**

After Recording, Return to:

Downstream Interests LLC,  
Attn: Zach Cannon, CFO  
2301 S. Capital of Texas Hwy  
Building J 101  
Austin, Texas 78746

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**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.**

**Special Warranty Deed**

**Date:** Effective \_\_\_\_\_, 2026

**Grantor:** Elgin Economic Development Corporation, a Texas nonprofit Type B sales tax corporation

**Grantor's Mailing Address:** P.O. Box 591, Elgin, Texas 78621 [Bastrop County]

**Grantee:** Downstream Interests LLC, a Texas limited liability company

**Grantee's Mailing Address:** Attn: Zach Cannon, CFO, 2301 S. Capital of Texas Hwy, Building J 101  
Austin, Texas 78746 [Travis County]

**Consideration:** TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable consideration.

**Property (including any improvements):** Lots 13 and 14, Elgin Business Park III, Phase III, an addition to the City of Elgin, Bastrop County, Texas, according to the Plat thereof recorded in Cabinet 7, Pages 150-A, 150-B, and 151-A, Plat Records, Bastrop County, Texas.

**Reservations from Conveyance:** None.

**Exceptions to Conveyance and Warranty:** The easements, rights-of-way, restrictions and other matters more particularly described on **Exhibit "A"** attached hereto and incorporated herein by reference, to the extent (but no further) that same are still in effect and affect title to the Property as of the date of this Special Warranty Deed.

Grantor, for the Consideration and subject to the Reservations from Conveyance and the 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 way belonging, to have and to hold it to Grantee and Grantee's successors and assigns forever. Grantor binds Grantor and Grantor's successors to warrant and forever defend all and singular the Property to Grantee and Grantee's successors and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof when the claim is by, through, or under Grantor but not otherwise, except as to the Reservations from Conveyance and subject to the Exceptions to Conveyance and Warranty.

When the context requires, singular nouns and pronouns include the plural. Ad valorem taxes having been prorated at closing, Grantee assumes payment thereof for current and subsequent years.

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 2026, to be effective \_\_\_\_\_, 2026.

**Elgin Economic Development Corporation,**  
a Texas nonprofit Type B sales tax corporation

**[EXHIBIT ONLY – DO NOT SIGN HERE]**

By: \_\_\_\_\_  
Kaley Frye, Director

**Acknowledgment**

State of Texas                   §  
                                          §  
County of Bastrop           §

This instrument was acknowledged before me, the undersigned authority, this \_\_\_\_\_ day of \_\_\_\_\_, 2026, by Kaley Frye, Director of Elgin Economic Development Corporation, a Texas nonprofit Type B sales tax corporation, for and on behalf of said corporation.

**[EXHIBIT ONLY – DO NOT SIGN HERE]**

\_\_\_\_\_  
Notary Public, State of Texas  
My Commission Expires: \_\_\_\_\_

**Exhibit “A” to Special Warranty Deed  
Exceptions to Conveyance and Warranty**

1. Restriction Agreement (With Option to Purchase and Right of First Refusal) of even date herewith between Grantor and Grantee recorded in the Official Public Records of Bastrop County, Texas.
2. (remaining exceptions TBD and inserted)

**EXHIBIT "B"**  
**Form of Restriction Agreement**

WHEN RECORDED RETURN TO:

Elgin Economic Development Corporation  
Attn: Kaley Frye, Director  
P.O. Box 591  
Elgin, Texas 78621

(Space Above for Recorder's Use Only)

**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**

|                          |   |                                                               |
|--------------------------|---|---------------------------------------------------------------|
| <b>STATE OF TEXAS</b>    | § | <b>RESTRICTION AGREEMENT</b>                                  |
|                          | § |                                                               |
| <b>COUNTY OF BASTROP</b> | § | <b>(With Option to Repurchase and Right of First Refusal)</b> |

This **RESTRICTION AGREEMENT** ("**Restriction Agreement**") is made and entered into as of the Effective Date by and between the **Elgin Economic Development Corporation**, a Texas nonprofit Type B sales tax corporation ("**EEDC**"), and **Downstream Interests LLC**, a Texas limited liability company ("**Developer**") (EEDC and Developer sometimes hereafter collectively referred to as "**Parties**" or separately as "**a Party**" or "**the Party**")

**RECITALS**

**WHEREAS**, as of the Effective Date, pursuant to the Purchase Agreement, Developer has purchased the Land from EEDC; and

**WHEREAS**, the Parties intend to and shall endeavor to use reasonable commercial efforts to attract to the Improvements quality industrial tenants with financial viability and long-term stability to lease the Building(s) with the goal of creating new full-time and part-time employment positions at the Building(s) with salaries and benefits, opportunity for employee growth and employee retention commensurate with industrial projects located in the Austin Metroplex area; and

**WHEREAS**, EEDC has, as a condition of the conveyance of the Land to Developer, restricted the use of the Land and required Developer to develop the Land with the Improvements in accordance with the terms and conditions set forth herein; and

**WHEREAS**, Developer desires to grant EEDC (i) an option to repurchase the Land in the event Developer fails to cause Commencement of Construction (hereinafter defined) of the Improvements in accordance this Restriction Agreement and (ii) a Right of First Refusal ("**ROFR**"), in each case subject to the terms and conditions hereafter set forth;

**NOW, THEREFORE**, in consideration of the sum of **TEN AND NO/100 DOLLARS (\$10.00)** and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

## **Article I**

### **Land Subject to Restrictions**

For the term specified in Section 6.2, the Land shall be owned, held, leased, transferred, sold, mortgaged and/or conveyed by Developer and any subsequent owners of all or any part of the Land (as hereinafter defined), subject to the terms of this Restriction Agreement.

## **Article II**

### **Definitions**

For purposes of this Restriction Agreement, the following words and phrases shall have the following meanings unless the context clearly indicates a different meaning:

“Building(s)” means (i) one or two Class A rear load, shallow bay tilt wall industrial building(s) with an exterior façade constructed of not less than 50% masonry materials as defined in City’s zoning regulations and constructed on the Property containing collectively approximately 120,000 square feet of gross building area, as reasonably adjusted to account for site conditions, applicable laws, utility configurations, access, topography, or other physical and regulatory constraints of the Property, but in no case less than 108,000 square feet of gross building area based on such adjustments, subdivided into lease spaces of not less than 15,000 gross rentable square feet each (unless otherwise approved in writing by EEDC) and (ii) other ancillary facilities and landscaping more fully described in the submittals filed by or on behalf of Developer with City from time to time in order to obtain one or more building permits for construction of the Improvements or any part thereof.

“Capital Investment” means the aggregate of (i) the costs of the Property and (ii) the total cost of construction of the Improvements (inclusive of all hard and soft costs).

“City” means the City of Elgin, a Texas home rule municipality located in Bastrop County, Texas.

“Class A Industrial Building” means a building that is typically characterized by high quality and energy-efficient design and is constructed or equipped with the following features: (i) high quality standard finishes; (ii) state of the art heating, ventilation, and air conditioning and security systems; (iii) cabled and equipped to be compatible with current voice and data technology and high-speed internet; (iv) exceptional accessibility and a definite market presence; (v) on-site support services/maintenance/management; (vi) high ceilings, ample loading docks, and spacious layout suitable for various industrial operations.

“Commencement of Construction” means (i) the plans have been prepared and all approvals thereof required by applicable governmental authorities have been obtained for construction of the Improvements, (ii) the design of the Building(s) has been approved by the Elgin Business Park III Design Review Committee; (iii) all necessary permits for the construction of the Improvements have been issued by the applicable governmental authorities and (iv) grading of the Property or construction of the building elements of a Building (whether located above or below ground) has commenced. For purposes of clarification, if two Buildings are to be constructed as part of the Improvements, Commencement of Construction only requires that construction of the building elements of only one of the Buildings be commenced on order to satisfy condition (iii) in the previous sentence.

“Completion of Construction” means (i) substantial completion of the Improvements on the Land has occurred, (ii) a certificate of occupancy has been issued by City for occupancy of the Building(s) shells; and (iii) Company has provided to EEDC such documents evidencing the Company has made a Capital Investment of not less than \$10,000,000. For sake of clarification, if the Improvements include the

construction of more than one Building, the Capital Investment made in the construction of all of the Buildings shall be credited toward the amount of required Capital Investment.

“Effective Date” means the date Developer acquires fee simple title to the Land from EEDC pursuant to the Purchase Agreement.

“Elevations” means the architectural renderings of the Building attached hereto as **Exhibit “A”** and incorporated herein by reference, including, but not limited to, the types and mix of building materials shown on such renderings, as such renderings may be modified in accordance with Section 6.3.

“Force Majeure” shall mean an occurrence of any contingency or cause beyond the reasonable control of a Party including, without limitation, acts of God or the public enemy, war, riot, terrorism, civil commotion, insurrection, government or de facto governmental action, restrictions or interferences (unless caused by the intentional acts or omissions of the Party), fires, explosions, floods or other inclement weather, strikes, slowdowns or work stoppages, incidence of disease or other illness that reaches outbreak, epidemic, or pandemic proportions or similar causes affecting the area in which the Project is located that results in a reduction of labor force or work stoppage in order to comply with local, state, or national disaster orders, construction delays, shortages or unavailability of supplies, materials or labor, necessary condemnation proceedings, or any other circumstances which are reasonably beyond the control of the Party obligated or permitted under the terms of this Agreement to do or perform the same, regardless of whether any such circumstances are similar to any of those enumerated or not, in which case the Party so obligated or permitted shall be excused from doing or performing the same during such period of delay, so that the time period applicable to such obligation or performance shall be extended for a period of time equal to the period such Party was delayed, provided the Party whose performance is delayed provides written notice to the other Party not later than fifteen (15) business days after the last day of the month of the occurrence of the event(s) or condition(s) causing the delay or the date the Party whose performance has been delayed becomes aware or should have reasonably known of the event, describing such event(s) and/or condition(s) and the date on which such event(s) and/or condition(s) occurred.

“Improvement Costs” means Developer’s actual cost incurred and paid for the labor performed and materials and equipment incorporated into the construction of the Building, or portion thereof, constructed or installed on the Land “Improvement Costs” including design costs (including but not limited to all amounts paid for architectural, engineering, surveying, geotechnical, or other similar services), but not including construction management fees, developer fees, legal fees, permit fees, costs for the purchase of the Land or easements relating to the provision of access and/or utilities for the Required Use, or interest and other costs for financing the construction of the Improvements.

“Improvements” collectively means the Building(s), common areas and all other structures, driveways, parking areas, and other improvements constructed or installed on the Land, specifically excluding, however, any tenant improvements to be constructed pursuant to a Tenant Lease.

“Land” means Lots 13 and 14, Elgin Business Park III, Phase III, an addition to the City of Elgin, Bastrop County, Texas, according to the Plat thereof recorded in Cabinet \_\_\_, Slide \_\_\_, Plat Records, Bastrop County, Texas.

“Option Period” means the period of time commencing on **[insert the date of Closing]** and ending on the earlier of (a) Completion of Construction of the Improvements and (b) one year following the date required for Completion of Construction of the Improvements.

“Property” collectively means the Land and the Improvements.

“Purchase Agreement” shall mean that certain ***Purchase and Sale Agreement*** by and between EEDC and Developer, effective [insert effective date of Purchase and Sale Agreement] relating to the sale of the Land by EEDC to Developer, as amended from time to time.

“Repurchase Price” means an amount equal to:

- (a) the Purchase Price as listed in the Purchase Agreement; plus
- (b) if the Option is exercised after the Commencement of Construction, the Improvement Costs; less
- (c) the amount equal to all closing costs incurred by EEDC pursuant to the Purchase Agreement, as applicable.

“Required Use” means construction of the Improvements on the Land in accordance with this Agreement.

### **Article III Repurchase Option**

**3.1 Grant of Repurchase Option.** In consideration of **TEN AND NO/100 DOLLARS (\$10.00)**, in hand paid by EEDC to Developer and other good and valuable consideration, the receipt and sufficiency of which is acknowledged by Developer, and subject as hereinafter provided, Developer hereby grants to EEDC an option to repurchase the Property during the Option Period upon the terms and conditions set forth in this Article III (the “**Option**”).

**3.2 Time for Exercising the Option.** Subject to Section 3.3, below, the Option may be exercised by EEDC in its sole discretion within the following periods by providing written notice to Developer:

(a) Any time on or after [*insert date that is the one hundred eightieth (180th) day after the Closing Date*], but before the end of the Option Period, if Developer has failed to cause Commencement of Construction of the Improvements to occur on or before said date, which date shall be reasonably extended if delays are due to Force Majeure, provided Commencement of Construction has in fact still not occurred on the date of the exercise of the Option pursuant to this subsection (a).

(b) If Commencement of Construction has occurred, but Developer has failed to cause Completion of Construction by [*insert the date that is the eighteenth (18<sup>th</sup>) complete calendar month following the Closing Date*], any time on or after the day following said date, but before the end of the Option Period, which date shall be reasonably extended if delays are due to Force Majeure, provided Completion of Construction of the Improvements has in fact still not occurred on the date of the exercise of the Option pursuant to this subsection (b).

**3.3 Force Majeure Events.** If Commencement of Construction is actually delayed by events of Force Majeure, Developer shall have additional time to cause Commencement of Construction and/or Completion of Construction, as applicable, to occur so long as Developer is diligently and faithfully pursuing the same to the extent reasonably possible given the nature of the applicable Force Majeure event(s) and presents such documentation as may be reasonably required by EEDC to support the extension of the deadline for Commencement of Construction and/or Completion of Construction. Any delay relating to the time for Commencement of Construction shall be the same number of days in which the conditions causing the Force Majeure event(s) were in existence.

**3.4 Sole Remedy.** EEDC's sole and exclusive remedy for Developer's failure to comply with the deadline for Commencement of Construction or Completion of Construction set forth herein shall be the exercise of the Option and repurchase of the Property in accordance with Section 5 below.

#### **Article IV Right of First Refusal**

**4.1 Grant.** Subject to the terms and conditions herein above and hereinafter set forth, Developer hereby agrees that EEDC shall have, and hereby grants to EEDC, during the period commencing upon the Effective Date and ending upon the Commencement of Construction ("**the ROFR Period**"), a right of first refusal (the "**ROFR**") to repurchase the Property, or portion thereof, on the terms and conditions set forth herein. Notwithstanding the foregoing, the ROFR shall not apply to any sale or transfer of the Property to (i) any entity wholly owned by or under common control with Developer or (ii) by foreclosure or deed in lieu of foreclosure (collectively, an "**Excluded Transfer**"); provided, however, the ROFR shall survive any Excluded Transfer and shall be binding upon the party or parties acquiring title by way of such Excluded Transfer.

**4.2 Notice of Third-Party Offer.** If (i) Developer receives a bona fide offer for the purchase of any portion of Property that it intends to accept, or (ii) Developer receives any offer to purchase the Property or any portion thereof from any governmental exercise of the power of eminent domain with respect to the Property, Developer shall give notice thereof in writing to EEDC (the "**Third Party Notice**"). The Third-Party Notice shall include a copy of any offer to be made, or any offer received by Developer, the proposed purchaser, whether the purchase price is to be paid in cash, securities or evidenced by promissory notes, and the other material terms and conditions of such offer.

**4.3 EEDC's Exercise of ROFR.** For a period of thirty (30) days after receipt by EEDC of the Third Party Notice, EEDC shall have the right to repurchase the Property or portion thereof which is the subject of the Third-Party Notice, upon the same terms and price as set forth in the Third-Party Notice or for the Repurchase Price, whichever is deemed by EEDC to be more favorable to EEDC (the "**ROFR Price**"). The ROFR may be exercised by EEDC by providing written notice to Developer not later than thirty (30) days after EEDC's receipt of the Third-Party Notice. EEDC's notice shall indicate acceptance of the terms set forth in the offer as recited in the Third-Party Notice, and whether or not the repurchase will be subject to the price set forth in the Third-Party Notice or the Repurchase Price.

**4.4 EEDC Fails to Exercise ROFR.** If EEDC does not elect to exercise the ROFR during the thirty (30) day period following its receipt of the Third-Party Notice:

**(a)** Developer may sell the Property, or portion thereof, at the price and on the terms and conditions described in the Third-Party Notice during the two hundred seventy (270) day period following the date of the Third-Party Notice; and

**(b)** EEDC shall execute and deliver an acknowledgement, in recordable form, evidencing its waiver of its ROFR with respect to such sale. Developer agrees not to sell the Property, or portion thereof, during the ROFR Period at any price less than ninety-five percent (95%) of the price reflected in the Third Party Notice, on any terms or conditions materially more favorable to the buyer than those set forth in the Third Party Notice, or at any time after expiration of the two hundred seventy (270) day period described above, without first giving EEDC another opportunity to exercise the ROFR at such different price, on such altered terms and conditions.



(c) The ROFR shall remain in full force and effect with respect to any portion of the Land that is not sold by Developer following EEDC's failure to exercise the ROFR with respect to the portion of the Land described in the Third-Party Notice.

**4.5 No Release of Restrictions Required.** EEDC's failure to exercise the ROFR shall not constitute a release of the Option, EEDC's rights to repurchase the Property pursuant to the Option, or the obligations of any subsequent owner of the Land to comply with the obligations of this Restriction Agreement.

## **Article V**

### **Terms of Sale Upon Exercise of Right**

**5.1 Effect of Exercise of the Right.** Upon any timely exercise of the Option or ROFR (collectively, "**the Right**") by EEDC in accordance with the foregoing provisions, the conveyance of the Property, or portion thereof, to EEDC shall be in accordance with the provisions of this Article V.

**5.2. Title, Survey, and Environmental Reports.**

(a) Not later than the thirtieth (30th) day after the exercise of the Right, Developer shall, at Developer's expense, deliver to EEDC (collectively, "**Due Diligence Documents**"):

(i) a current commitment for an Owner's Policy of Title Insurance from the Title Company for the portion of the Property to be conveyed to EEDC, setting forth the state of title to the Property or portion thereof together with any easements or restrictions (existing or created pursuant hereto) benefiting or burdening the Property, together with all exceptions or conditions to such title (the "**Title Commitment**");

(ii) legible (to the extent available) copies of all documents referenced in the Title Commitment;

(iii) any environmental studies or reports that Developer may have in its possession with respect to the Property;

(iv) copies of all leases and rental agreements creating a leasehold interest in any portion of the Property, if any; and

(v) tax certificate(s) regarding the payment of ad valorem taxes for current and prior years.

(b) Upon any exercise of the Right, EEDC shall have the right, at its sole option, to cause a boundary or "as-built" survey of the Property ("**Survey**") to be made by a registered professional land surveyor selected by EEDC. Such Survey shall be made at the sole cost and expense of EEDC.

(c) Not later than twenty (20) days after EEDC's receipt of the last of the Survey and Title Commitment, EEDC shall notify Developer and Title Company of any objections to the Survey or Title Commitment. If there are objections by EEDC, Developer shall in good faith attempt to satisfy them prior to Closing, but Developer shall not be obligated to incur any cost in doing so. If Developer delivers written notice to EEDC not later than the tenth (10<sup>th</sup>) day after Developer's receipt of EEDC's objections that Developer is unable to satisfy such objections, EEDC may either waive such objections and accept title as Developer is able to convey or terminate the exercise of the Right by written notice to Developer and the Title Company.

### 5.3 Closing.

(a) The closing of the sale of the Property or portion thereof (the “**Closing**”) identified in the notice exercising the Right shall occur not later than sixty (60) calendar days following the date of exercise of the Right unless otherwise extended by written agreement of Developer and EEDC.

(b) At the Closing, Developer shall deliver to EEDC:

(i) a special warranty deed (“**Deed**”) in form and substance substantially similar to the form used to convey the Land, or portion thereof, and related rights and appurtenances to Developer, conveying good and indefeasible fee title to the Property or portion thereof described in the notice exercising the Right and/or the Survey (whichever is the most accurate description) to EEDC, free and clear of any and all encumbrances except the Permitted Exceptions, save and except such oil, gas, and other minerals as may have been reserved by prior grantors; and

(ii) possession of the portion of the Property described in the notice of the exercise of the Right, free of parties in possession (except for any third-party possessory leases for the Improvements in existence as of such date).

(c) At the Closing, EEDC shall pay in cash or by certified or cashier’s check the Repurchase Price or the ROFR Price as determined by Section 4.3, whichever is applicable, out of which shall be paid, first, the outstanding balance of any loan secured by a deed of trust lien on any portion of the Property until such loan is paid in full, and thereafter, all closing costs and other costs and expenses to be paid by Developer pursuant to this Article.

**5.4 Taxes.** Ad valorem taxes, assessments, and any other charges against the Property and/or Improvements conveyed to EEDC pursuant to this Article V shall be prorated as of the Closing Date for the current year such that Developer will be responsible for all such items which accrue prior to the Closing Date during its tenure of ownership, and EEDC will be responsible for all such items which accrue on and after the Closing Date. Taxes and assessments for all prior years for Developer’s tenure of ownership shall be paid by Developer.

### 5.5 Closing Costs.

(a) Developer will pay and be responsible for the following closing costs, unless and to the extent any Third Party Notice provides for the purchaser thereunder to pay such closing costs, in which event EEDC, on the exercise of the Right, shall pay and be responsible for such closing costs:

(i) the cost of all tax certificates relating to all taxes and other assessments incurred or arising in relation to the Property;

(ii) all fees and premiums for Basic Owner’s Title Policy, excluding any deletions from, or modifications of or endorsements to the Basic Owner’s Title Policy;

(iii) one-half (½) of the Title Company’s escrow fees;

(iv) all recording fees;

(v) all costs and expenses incurred by or on behalf of Developer, including Developer’s attorney’s fees;

(vi) all costs related to obtaining any releases of liens on the portion of the Property conveyed relating to any loans secured by a deed of trust lien on said property; and

(vii) such other incidental costs and fees customarily paid by sellers of real property in Bastrop County, Texas, for transactions of a similar nature to the transaction contemplated herein.

(b) EEDC hereby agrees to pay and be responsible for the following closing costs:

(i) all fees for the Survey;

(ii) one-half (1/2) of the Title Company's escrow fees;

(iii) all fees and premiums for any deletions from, or modifications of or endorsements, to the Basic Owner's Title Policy requested by EEDC;

(iv) all costs and expenses incurred by or on behalf of EEDC, including EEDC's attorneys' fees; and

(v) such other incidental costs and fees customarily paid by purchasers of property in Bastrop County, Texas, for transactions of a similar nature to the transaction contemplated herein.

**5.6 Permitted Exceptions.** EEDC acknowledges and agrees that the Property conveyed pursuant to this Article V will be conveyed by Developer at closing subject only to such easements, conditions and restrictions as have been approved or deemed approved by EEDC, including; (i) those matters of record in existence and applicable to the Property upon Developer's acquisition of the Property; (ii) utility easements granted by subdivision plat or instrument subsequent to the purchase of the Land by Developer; and (iii) such other matters as EEDC may waive, or as Developer is not otherwise obligated to cure or remove.

**5.7 Conveyance As Is.** EEDC acknowledges and agrees that the Property conveyed pursuant to this Article V will be conveyed "AS IS" with all faults and defects, whether patent or latent, existing as of the Closing. Except with respect to the quality of the title being conveyed by Developer as set forth in the Special Warranty Deed, and in the bill of sale and assignment, EEDC acknowledges and agrees that Developer will be making no representations, warranties, guarantees, statements or information, express or implied, pertaining to the Property, its condition, or any other matters whatsoever, made to or furnished to EEDC by Developer or any employee or agent of Developer, except as specifically set forth in this Restriction Agreement.

## **Article VI Restrictions**

**6.1 Use of Property; Buildings.** No building shall be constructed, reconstructed, erected, altered, or placed on any portion of the Land other than the Building or other structures that will be used in conformance with the Required Use. The Land shall not be used for any purpose other than the Required Use.

**6.2 Term of Restrictions.** The restrictions set forth in Section 6.1, above, shall commence on the Effective Date and continue thereafter until the expiration of five (5) years following the Completion of Construction of the Improvements (the "**Restriction Period**").

**6.3 Amendments to Elevations.** Developer may request a modification to the Elevations before or after Completion of Construction by submitting such request in writing to EEDC accompanied by the

modified architectural renderings showing the revised elevations of the Buildings and/or any changes in required exterior building materials. EEDC shall have the right to approve or reject such modifications at its sole discretion. If EEDC does not approve the modifications to the Elevations on or before the thirtieth (30<sup>th</sup>) day after delivery to EEDC, such modifications shall be deemed rejected. If EEDC approves requested modifications to the Elevations, a copy of such modified Elevations shall be attached to a supplemental agreement to this Restriction Agreement in a form reasonably approved and signed by the Parties, which supplemental agreement shall be recorded in the Official Public Records of Bastrop County, Texas.

## **Article VII Miscellaneous**

**7.1     Enforcement.** EEDC shall have the right, but not the obligation, to enforce this Restriction Agreement and any covenants and restrictions contained herein, as the same may be amended as herein provided. Subject to the limitation set forth in Section 6.1, above, enforcement of the provisions set forth in Section 6.1 contained herein may be exercised after failure of any person or persons violating or attempting to violate any covenants or restrictions to cure such violation or breach within thirty (30) days after receipt of written notice thereof, by proceeding at law or in equity, against any person or persons violating or attempting to violate any covenants or restrictions, to restrain violation or to recover damages, and failure to enforce any covenant, restriction or condition shall not be deemed a waiver of the right of enforcement either with respect to the violation in question or any other violation. This Restriction Agreement is not intended to restrict the rights of the City Council of the City of Elgin to exercise its legislative duties and powers insofar as the Property is concerned. For further remedy, Developer, for itself, its successors, and assigns, agrees that City, as a third-party beneficiary to this Restriction Agreement, may withhold building permits, development approvals, certificates of occupancy and/or final inspection necessary for the lawful use of any portion of the Property not then in compliance with the Required Use. EEDC's right to repurchase the Property pursuant to the exercise of the Right as set forth in this Restriction Agreement constitutes EEDC's sole and exclusive remedy for any failure by Developer to cause Commencement of Construction of the Improvements on the Land in accordance with this Restriction Agreement. The rights of EEDC under this Restriction Agreement may not be waived or released except pursuant to an amendment or termination approved in accordance with the provisions hereof, except by expiration of the Restriction Period.

**7.2     Amendment.** No amendment or termination of this Restriction Agreement shall be effective unless and until approved by Developer and EEDC; provided, however, EEDC may, without the consent of Developer, terminate and release the restrictions set forth in Section 6.1. If Developer or a subsequent owner of the Property desires to change, amend or alter the covenants, conditions or restrictions as set forth herein, Developer or the subsequent owner, as the case may be, shall file a written application for such change or amendment with EEDC, and EEDC shall approve or deny such application in whole or in part within thirty (30) days after receipt of such application, which approval shall not be unreasonably withheld, conditioned, or delayed. Any change or amendment approved by EEDC shall not be effective unless and until an instrument executed by EEDC's President or other duly authorized officer is recorded in the Official Public Records in the office of the Bastrop County Clerk in accordance with this Section.

**7.3     Notices.** All notices, requests, demands or other communications required or permitted hereunder shall be in writing, with copies concurrently delivered by electronic mail to the email addresses set forth below (provided, however, failure to provide notice by electronic mail shall not make the notice sent by another method of delivery ineffective), and shall be deemed to have been fully and completely made when given by hand, by confirmed facsimile transmission, by overnight delivery by Federal Express or other reliable courier or the mailing of such by registered or certified mail, addressed as follows:

If intended for EEDC, to:

Attn: Kaley Frye, Director  
Elgin Economic Development Corporation  
P.O. Box 591  
Elgin, Texas 78621  
Email: [Kaley.frye@elgintexas.gov](mailto:Kaley.frye@elgintexas.gov)

With a copy to:

Attn: Mark J. Schroeder  
Hejl & Schroeder, P.C.  
311 Talbot  
P.O. Box 192  
Taylor, Texas 76574  
Email: [mark@hejllawfirm.com](mailto:mark@hejllawfirm.com)

If intended for the Developer, to:

Downstream Interests LLC  
Attn: Zach Cannon, CFO  
2301 S. Capital of Texas Hwy  
Building J 101  
Austin, Texas 78746  
Email: [zach@latierratx.com](mailto:zach@latierratx.com)

With a copy to:

Jake Brown  
Law Office of Jake K. Brown, PLLC  
5900 Balcones Drive, Suite 100  
Austin, Texas 78731-4298  
Email: [jake@jkbrownlaw.com](mailto:jake@jkbrownlaw.com)

Any Party may at any time and from time to time by notice in writing to the other Party change the name or address of the person to who notice is to be given as hereinbefore provided.

7.4 **Successors and Assigns.** This Restriction Agreement shall bind, and inure to the benefit of, the Parties and their respective successors and assigns.

7.5 **Governing Law.** This Restriction Agreement is entered into and is intended to be performed in the State of Texas, and the validity, enforceability, interpretation and construction hereof shall be determined and governed by the laws (other than conflict of laws provisions) of the State of Texas. Venue for any action under this Restriction Agreement shall be in the state district court of Bastrop County, Texas. The Parties agree to submit to the personal and subject matter jurisdiction of said court.

7.6 **Recording.** The Parties agree that this Restriction Agreement shall be recorded in the Official Public Records of Bastrop County, Texas. EEDC agrees to execute and file a release of this Restriction Agreement, or the Option, ROFR or other applicable portion of this Restriction Agreement, as appropriate, in said records upon request of Developer after the expiration or termination of this Restriction Agreement, or the Option, ROFR, or other applicable portion of this Restriction Agreement.

7.7 **Covenants Run with the Property.** This Restriction Agreement and the restrictions, covenants, and conditions set forth herein are for the purpose of protecting the value and desirability of the Property and accomplishing certain public purposes of EEDC and the City of Elgin and, consequently, shall run with the Property and be binding on Developer and all parties having all right, title, or interest in the Land, in whole or in part, and their heirs, successors and assigns. These covenants, conditions and restrictions shall be for the benefit of EEDC and the City of Elgin, Texas. This Restriction Agreement is binding upon Developer and each and every subsequent owner, tenant, subtenant, licensee, manager, and occupant of all or any portion of the Property, but only during the term of such party's ownership, tenancy, license, management or occupancy of the Property, for which such party shall remain liable and shall be binding upon and inure to the benefit of EEDC, City, and their successors and assigns. It is expressly understood and agreed that acceptance of title to all or a portion of the Property shall automatically, and without further acknowledgement or confirmation from the owner, constitute such owner's assumption of the obligations of Developer hereunder.

**7.8 Severability.** Invalidation of any one of these covenants, conditions, or restrictions by judgment or court order shall in no way affect any other provisions, and all other provisions shall remain in full force and effect.

**7.9 Entire Agreement.** This Agreement constitutes the entire agreement between the Parties with respect to the subject matter hereof, and no statement, promise, representation or modification hereof by any person, if any, and whether oral or written, shall be binding upon any Party.

**7.10 Counterparts.** This Agreement may be executed by the Parties in separate counterparts; each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute one and the same instrument. Each counterpart may consist of a number of copies hereof each signed by less than all but together signed by all of the Parties.

**7.11 Expiration of Rights.** At Developer's request, upon the expiration or termination of the Option or the ROFR, EEDC shall execute, in recordable form, a confirmation of the expiration or termination of the Right that has terminated.

**7.12 Assignment.** Neither Party may assign its rights under this Agreement without the prior written consent of the other Party; provided, however, Developer will have the right to assign this Agreement or any of its rights hereunder without the prior written consent of EEDC to an affiliate of Developer. Upon any assignment such assignee will succeed to all of the rights and obligations of Developer hereunder and will, for the purposes hereof, be substituted as and be the Developer hereunder.

*(Signatures on Following Page)*

**SIGNED AND AGREED** on this \_\_\_\_\_ day of \_\_\_\_\_, 2026.

**ELGIN ECONOMIC DEVELOPMENT CORPORATION**

**[EXHIBIT ONLY – DO NOT SIGN HERE]**

By: \_\_\_\_\_  
Kaley Frye, Director

**EEDC’s Acknowledgment**

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

Acknowledged before me, the undersigned authority, this \_\_\_\_\_ day of \_\_\_\_\_, 2026, by Kaley Frye, Director of Elgin Economic Development Corporation, a Texas nonprofit Type B sales tax corporation, on behalf of said corporation.

**[EXHIBIT ONLY – DO NOT SIGN HERE]**

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

My Commission expires:

\_\_\_\_\_

**SIGNED AND AGREED** on this \_\_\_\_\_ day of \_\_\_\_\_, 2026.

**DOWNSTREAM INTERESTS LLC**

**[EXHIBIT ONLY – DO NOT SIGN HERE]**

By: \_\_\_\_\_  
[To be Added]

**Developer’s Acknowledgment**

STATE OF TEXAS           §  
                                          §  
COUNTY OF WILLIAMSON §

This instrument was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_, 2026, by  
[Name to be Added] of Downstream Interests LLC, a Texas limited liability company, for and on behalf of  
said corporation.

**[EXHIBIT ONLY – DO NOT SIGN HERE]**

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

My Commission expires:

\_\_\_\_\_



**EXHIBIT “A”**  
**Elevations**

**Exhibit “C”  
Form of Master Lease Agreement**

|                          |   |                               |
|--------------------------|---|-------------------------------|
| <b>STATE OF TEXAS</b>    | § |                               |
|                          | § | <b>MASTER LEASE AGREEMENT</b> |
| <b>COUNTY OF BASTROP</b> | § |                               |

This **Master Lease Agreement** (this “**Lease**”) is made and entered into as of the Effective Date by and between **Elgin Economic Development Corporation (“EEDC”)**, a Texas Type B non-profit sales tax corporation, and **Downstream Interests, LLC (“Company”)**, a Texas limited liability company, (each a “**Party**” and collectively the “**Parties**”) acting by and through their respective authorized officers.

**WITNESSETH:**

**WHEREAS**, EEDC desires to encourage research and development businesses, corporate headquarters, and other types of businesses and industries to relocate to places within City’s incorporated limits; and

**WHEREAS**, there is presently a shortage of Class A tilt wall industrial space within City’s incorporated limits available for lease by businesses described in the foregoing recital who are seeking to locate to or expand within Elgin, Texas; and

**WHEREAS**, Company has agreed to purchase the Property from EEDC and has offered to construct the Improvements on the Property; and

**WHEREAS**, the Parties intend to and shall endeavor to use reasonable commercial efforts to attract to the Project quality industrial tenants with financial viability and long-term stability to lease the Building(s) with the goal of creating new full-time and part-time employment positions at the Building(s) with salaries and benefits, opportunity for employee growth and employee retention commensurate with industrial projects located in the Austin Metroplex area; and

**WHEREAS**, Company has advised EEDC that a contributing factor that would induce Company to construct the Improvements would be an agreement wherein EEDC leases the Building for a minimum rent for one (1) year subject to the terms and conditions set forth herein; and

**WHEREAS**, the Improvements will be suitable for corporate headquarters, research, and other types of businesses and industries desiring to relocate to the City of Elgin; and

**WHEREAS**, EEDC has adopted programs for promoting economic development; and

**WHEREAS**, the Development Corporation Act, Chapters 501-505, Texas Local Government Code, as amended (the “**Act**”), authorizes EEDC to provide economic development grants for the creation and retention of primary jobs that are required for the development of manufacturing and industrial facilities, research, and corporate headquarters and for infrastructure suitable for new or expanded industrial business enterprises; and

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**WHEREAS**, EEDC has determined that this Lease is required or suitable to promote the relocation of a corporate headquarters, or to develop new or expanded business enterprises and constitute a “project,” as that term is defined in the Act; and

**WHEREAS**, EEDC has determined that entering a lease of the Building in accordance with this Lease will further the objectives of EEDC and will benefit EEDC and City’s inhabitants; and

**NOW THEREFORE**, in consideration of the foregoing, and on the terms and conditions hereinafter set forth, and other valuable consideration the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

**Article I**  
**Definitions**

Wherever used in this Lease, the following terms shall have the meanings ascribed to them:

“Affiliate” means any entity that owns or Controls, is owned or Controlled by, or is under common ownership or Control with, Company, or any entity the ownership of which is substantially the same as the ownership of Company.

“Building(s)” means one or two Class A rear load, shallow bay tilt wall industrial building(s) with an exterior façade constructed of not less than 50% masonry materials as defined in City’s zoning regulations and containing collectively approximately 120,000 square feet of gross building area, as reasonably adjusted to account for site conditions, applicable laws, utility configurations, access, topography, or other physical and regulatory constraints, but in no case less than 108,000 square feet of gross building area based on such adjustments, constructed on the Property and other ancillary facilities and landscaping more fully described in the submittals filed by or on behalf of Company with City from time to time in order to obtain one or more building permits for construction of the Improvements or any part thereof.

“Business Day” means any day of the week other than Saturday, Sunday, or any other day in which EEDC’s offices are not open to the public for the conduct of business.

“Capital Investment” means the aggregate of (i) the costs of the Property and (ii) the total cost of construction of the Improvements (inclusive of all hard and soft costs).

“Casualty” means partial or total, destruction of the Improvements by fire, windstorm, earthquake, flood, or similar casualty that renders the Improvements partially or totally unfit for the Required Use.

“City” means the City of Elgin, a Texas home rule municipality located in Bastrop County, Texas.

“Class A Industrial Building” means a building that is typically characterized by high quality and energy-efficient design and is constructed or equipped with the following features: (i)

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high quality standard finishes; (ii) state of the art heating, ventilation, and air conditioning and security systems; (iii) cabled and equipped to be compatible with current voice and data technology and high-speed internet; (iv) exceptional accessibility and a definite market presence; (v) on-site support services/maintenance/management; (vi) high ceilings, ample loading docks, and spacious layout suitable for various industrial operations.

“Commencement Date” means the first day of the first complete calendar month following (i) the date the final certificate of occupancy has been issued by City for the shell of the Building(s) or (ii) if City does not grant final certificates of occupancy for building shells, the date City issues a letter signifying final approval and completion of the Building shell in compliance with all applicable City ordinances and regulations. For sake of clarification, if more than one Building is constructed for purposes of having approximately 120,000 square feet of gross building area between the two Buildings, as reasonably adjusted to account for site conditions, applicable laws, utility configurations, access, topography, or other physical and regulatory constraints, but in no case less than 108,000 square feet of gross building area based on such adjustments, the Commencement Date will be determined in relation to the date the Certificate of Occupancy or final approval, as applicable, has been issued for both Buildings.

“Commencement of Construction” means (i) the plans have been prepared and all approvals thereof required by applicable governmental authorities have been obtained for construction of the Improvements, (ii) the design of the Building(s) has been approved by the Elgin Business Park III Design Review Committee; (iii) all necessary permits for the construction of the Improvements have been issued by the applicable governmental authorities and (iv) grading of the Property or construction of the building elements of a Building (whether located above or below ground) has commenced. For purposes of clarification, if two Buildings are to be constructed as part of the Improvements, Commencement of Construction only requires that construction of the building elements of only one of the Buildings be commenced on order to satisfy condition (iii) in the previous sentence.

“Company” means Downstream Interests, LLC, a Texas limited liability company, or its successor or permitted assigns pursuant to Section 7.2, below.

“Company’s Construction Lender” means one or more lenders selected by Company (in its sole discretion) to provide a construction loan to acquire the Property and construct the Project.

“Company’s Contractor” means one or more general contractors selected by Company (in its sole discretion) to construct or cause to be constructed the Project on the Property or any tenant improvements to be constructed by Company pursuant to a Tenant Lease.

“Completion of Construction” means (i) substantial completion of the Improvements on the Land has occurred, (ii) a certificate of occupancy has been issued by City for occupancy of the Building(s) shells; and (iii) Company has provided to EEDC such documents evidencing the Company has made a Capital Investment of not less than \$10,000,000. For sake of clarification, if the Improvements include the construction of more than one Building, the Capital Investment made in the construction of all of the Buildings shall be credited toward the amount of required Capital Investment.

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“Control” (and any form thereof, such as “Controlling” or “Controlled”) means, for any Person, the possession, directly or indirectly, of the power to direct or cause the direction of the management or policies of such Person.

“Effective Date” means the date this Lease bears the signatures by authorized representatives of both Parties, regardless of whether on the same original or on identical counterparts.

“Expiration Date” means the last day of the Lease Term or such earlier date that this Lease is terminated in accordance with the terms set forth herein.

“Force Majeure” shall mean an occurrence of any contingency or cause beyond the reasonable control of a Party including, without limitation, acts of God or the public enemy, war, riot, terrorism, civil commotion, insurrection, government or de facto governmental action, restrictions or interferences (unless caused by the intentional acts or omissions of the Party), fires, explosions, floods or other inclement weather, strikes, slowdowns or work stoppages, incidence of disease or other illness that reaches outbreak, epidemic, or pandemic proportions or similar causes affecting the area in which the Project is located that results in a reduction of labor force or work stoppage in order to comply with local, state, or national disaster orders, construction delays, shortages or unavailability of supplies, materials or labor, necessary condemnation proceedings, or any other circumstances which are reasonably beyond the control of the Party obligated or permitted under the terms of this Lease to do or perform the same, regardless of whether any such circumstances are similar to any of those enumerated or not, in which case the Party so obligated or permitted shall be excused from doing or performing the same during such period of delay, so that the time period applicable to such obligation or performance shall be extended for a period of time equal to the period such Party was delayed, provided the Party whose performance is delayed provides written notice to the other Party not later than fifteen (15) business days after the last day of the month of the occurrence of the event(s) or condition(s) causing the delay or the date the Party whose performance has been delayed becomes aware or should have reasonably known of the event, describing such event(s) and/or condition(s) and the date on which such event(s) and/or condition(s) occurred.

“Free Rent” means the amount of rent that a Tenant is not required to pay during the Free Rent Period, which amount shall be calculated as the amount of monthly base rent and additional rent the related Tenant Lease would have otherwise been required to pay upon occupancy of the Tenant’s lease space but for the Free Rent Period multiplied by the number of months during the Free Rent Period.

“Free Rent Period” means the period in a Tenant Lease (beginning on the date the Tenant thereunder would otherwise be obligated to commence payment of rent) during which the Tenant is not required to pay rent.

“Improvements” collectively means the Building(s), common areas and all other structures, driveways, parking areas, and other improvements constructed or installed on the Property, specifically excluding, however, any tenant improvements to be constructed pursuant to a Tenant Lease.

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“Lease Term” means the period of time beginning on the Commencement Date and ending at 11:59 p.m. Central Time on the day prior to the first (1st) anniversary of the Commencement Date, unless terminated earlier in accordance with the terms of this Lease.

“Loan Documents” means, collectively, any loan agreement, note, deed of trust, security agreement, assignment of rents and leases, and other similar agreements between Company and Company’s Lender relating to the loan or loans used to purchase the Property and construct and furnish the Improvements.

“Market Lease Rate” means the prevailing annual base rental rate per rentable square foot for comparable commercial space in the same geographic submarket as the Property for leases of similar (i) use type, (ii) building class and quality, (iii) improvements and finish-out level, (iv) term length, and (v) size and configuration. Market Lease Rate shall be based on arms-length transactions between willing landlords and tenants and shall exclude:

- (i) above-market or below-market concessions;
- (ii) anomalous or distressed transactions, and
- (iii) rates influenced by a party’s unique financing, tax, or occupancy circumstances.

“Master Lease Space” means the rentable portions of the Buildings(s) not leased to any Tenant during the Lease Term pursuant to a Tenant Lease.

“Monthly Property Report” means a monthly report relating to the operation of the Project prepared by Company or its property manager, in the standard form prepared by Company’s property manager that contains, as a minimum, the following information:

- (i) Identification of space within the Building(s) being leased pursuant to Tenant Leases;
- (ii) Commencement of the lease term under all Tenant Leases; and
- (iii) The gross square footage of the leased space of each Tenant Lease.

“Person” means an individual, a partnership (general or limited), a corporation, a limited liability company, a government, or any department or agency thereof, a trustee, a trust, an unincorporated organization, or any other entity of any kind.

“Property” means the real property described as Lots 13 and 14, Elgin Business Park III, Phase III, an addition to the City of Elgin, Bastrop County, Texas, according to the plat thereof record in Cabinet 7, Pages 150-A, 150-B and 151-A, Plat Records, Bastrop County, Texas.

“Project” means, collectively, (i) the Property and (ii) the Improvements thereon following construction thereof.

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“Purchase Agreement” means that certain Purchase and Sale Agreement of even date herewith between the Parties providing for the sale of the Property by EEDC to Company.

“Related Agreement” shall mean any agreement other than this Lease by and between EEDC and/or City, and Company, or any Company Affiliate.

“Rent” means an amount of money paid by EEDC to Company pursuant to this Lease during the Lease Term calculated on annual basis which amount shall be equal to the square footage of the Master Lease Space for the month the payment of Rent is due multiplied by the lesser of (i) Eleven and No/100 Dollars and (ii) the Market Lease Rate, which amount shall be subject to adjustment monthly in accordance with Section 3.5. Notwithstanding the foregoing, in no case shall EEDC pay Rent in an amount exceeding \$1,200,000 during the Lease Term (the “**Maximum Rent**”).

“Rent Notice” means the written notice delivered by Company to EEDC setting forth the amount of Rent due and payable by EEDC for the calendar month identified in the notice.

“Schematic Design Plans” means a set of plans prepared by an architect and/or professional engineer setting forth the general appearance and layout of the Improvements and shall include, as a minimum, (i) a site plan showing the approximate location of the Improvements, including the Building(s), on the Property; (ii) a typical floor plan for the various levels of the Building(s); (iii) exterior elevations of the Building; (iv) a schematic design narrative of the Improvements; and (v) three-dimensional images of the Building.

“Substantial Completion” shall mean the date that (i) Company’s architect issues a certificate of substantial completion for the Building(s) certifying that the applicable portion of the Improvements is sufficiently complete in accordance with the construction documents and (ii) City’s Chief Building Official or designee has performed a final building inspection of the Building(s) and issued a green tag or other approval indicating compliance with applicable construction codes such that the Improvements, or the applicable portion thereof, may be used or occupied for their intended purpose(s) by Company and/or others authorized by Company to use and/or occupy the Improvements.

“Tenant” means any third party who is not an Affiliate of Company and who enters a Tenant Lease with Company.

“Tenant Lease” means any lease executed between Company and a Tenant pursuant to which such Tenant will occupy space in a Building.

**Article II**  
**Term of Lease**

This Lease shall be in full force and effect from the Effective Date to the Expiration Date.

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**Article III**  
**Basic Lease Provisions**

**3.1     Lease.** Company does hereby lease to EEDC, and EEDC does hereby lease from Company, the Building beginning on the Commencement Date.

**3.2     No Possession.** Notwithstanding EEDC’s lease of the Building(s) pursuant to this Lease, EEDC will not be entitled to take possession of, enter, occupy, or use the Project (including without limitation the Building(s)), without the consent of Company except to inspect, upon reasonable prior notice and subject to Company’s reasonable safety and security procedures, any portion of the Improvements for purpose of determining compliance with this Lease by Company.

**3.3     Company Obligation to Lease the Improvements.** Company and EEDC recognize and acknowledge that this Lease is a “Master Lease” of the entire Building(s) intended to stay in effect for the entire Lease Term. Company shall use commercially reasonable efforts to market and lease the vacant rentable space in the Building(s) to third parties pursuant to Tenant Leases. Company further agrees to negotiate in good faith with any third party which EEDC introduces to Company who is ready, willing, and able to enter a Tenant Lease for all or any portion of the Building(s), regardless of whether EEDC is concurrently considering or negotiating an offer to provide any economic development incentives to such third party to locate within the City of Elgin or in the Building(s). Notwithstanding the foregoing, Company shall have no obligation whatsoever to negotiate with any third party introduced by EEDC (or otherwise) if:

(a)     Any portion of the Building(s) or the Project would likely become subject to additional or different laws because of Company entering into a lease with such third party;

(b)     The third party’s use of the space within the Building(s) would conflict with any exclusive usage rights granted to any other Tenant in the Building;

(c)     The use, nature, business, activities or reputation in the business community of the third party (or its principals, employees or agents) does not meet Company’s standards for Building Tenants; or

(d)     The third party (or its principals, employees or agents) is or has been involved in litigation with Company or any of its Affiliates.

**3.4     Payment of Rent.** Subject to Section 3.6, commencing on the Commencement Date and continuing thereafter throughout the Lease Term, EEDC shall pay the Rent which is due and payable for each calendar month during the Lease Term. Each installment of Rent shall be equal to 1/12<sup>th</sup> of the amount or Rent due, which installments shall be paid not later than the later of (i) the fifteenth (15<sup>th</sup>) day of the calendar month following the calendar month for which the installment of Rent is due and (ii) the fifteenth (15<sup>th</sup>) day after receipt by EEDC of a Rent Notice. EEDC shall pay such installments to Company at Company’s address specified in this Lease (or such other address as may be designated by Company from time to time) in lawful money of the United States of America at the times and in the manner prescribed in this Lease, without demand,



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deduction, abatement, set off, counterclaim or prior notice, except as may be specifically otherwise provided in this Lease.

**3.5 Rent Adjustment.** Upon the earlier effective date of a Tenant Lease (the “**Rent Adjustment Date**”), this Lease shall be automatically deemed amended to reduce the Master Lease Space by the rentable square footage of portion of the Building(s) leased by the Tenant pursuant to such Tenant Lease without the need for execution of a formal amendment to this Lease. The Rent for the calendar month following the Rent Adjustment Date shall be recalculated based on the area of the Master Lease Space reduced as of the Rent Adjustment Date. For sake of clarity, the amount of Rent paid by EEDC during each month of the Lease Term shall be calculated based on the rentable square footage of the Master Lease Space less the total rentable square footage of all Tenant Leases as of the most recent Rent Adjustment Date occurring on or before the first day of the calendar month for which such installment of Rent is due.

**3.6 Termination of Rent Obligation.** EEDC’s obligation to pay Rent shall terminate prior to the end upon the earliest of (i) the Expiration Date, (ii) the amount of Rent due for a calendar month equals \$0.00; and (iii) the date EEDC has paid the amount of Maximum Rent.

**3.7 Determination of Market Lease Rate.** The Parties shall agree on the Market Lease Rate in good faith not later than one hundred eighty (180) days after Commencement of Construction. If the Parties are unable to agree on the Market Lease Rate within such 180-day period, not later than ten (10) days after the end of such period, each Party shall select a qualified commercial real estate broker familiar with comparable product in the applicable submarket. Not later than ten (10) after their selection, the selected brokers shall jointly determine the Market Lease Rate. If said two brokers cannot agree on the Market Lease Rate within ten (10) days after their selection, not later than five (5) days after the end of such 10-day period, said brokers shall jointly appoint a third qualified broker. Such third broker shall make the determination of the Market Lease Rate not later than five (5) days after such broker’s selection. The determination of the third broker shall be final and binding; provided, however, in no case shall the final binding Market Lease Rate be (i) greater than the highest rate per rentable square foot or (ii) less than the lowest rate per square foot determined by the two brokers selected by the Parties to determine the Market Lease Rate. The cost related to make determination of the Market Lease Rate shall be shared equally by the Parties. Once determined, the Market Lease Rate shall not be adjusted.

**Article IV**  
**Construction and Operation of the Project**

**4.1 Construction of the Improvements.** Subject to events of Force Majeure, Company shall cause Commencement of Construction of the Improvements not later than one hundred and eighty (180) days after the Closing on the purchase of the Property. Company shall be solely responsible for filing or seeking approvals for all necessary permits and approvals required by City and any applicable governmental authorities to be issued for the construction of the Improvements. Construction of the Improvements shall proceed diligently and deliberately such that, subject to events of Force Majeure, the Completion of Construction shall be not later than first (1<sup>st</sup>) day of the nineteenth (19<sup>th</sup>) complete calendar month following the Closing on the purchase of the Property.

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**Form of Master Lease Agreement**

**4.2     Maintenance by Company.** As between EEDC and Company, Company shall be solely responsible at Company’s sole expense to conduct repairs and maintenance to all structural and mechanical elements of the Improvements. Company shall timely cause the repair or replacement of all damaged or malfunctioning elements of the Improvements. Notwithstanding the foregoing, nothing herein shall be construed as prohibiting Company from entering into one or more agreements with third parties (including any Tenant or Company’s property manager) pursuant to which such third parties perform and/or pay for the repair, maintenance, or replacement of certain structural or mechanical elements of the Improvements.

**4.3     Insurance.** During the Lease Term, Company and/or Company’s Contractor, as applicable, shall maintain in full force and affect the types and amounts of insurance coverage as are required by Company’s Lender. In addition:

(a)     At all times during construction of the Improvements, Company and/or Company’s Contractor, as applicable, shall maintain (or cause to be maintained, as applicable) in full force and effect with respect to the Project builder’s risk insurance at the full replacement cost of the Improvements (including, unless waived in writing by EEDC, coverage for the perils of windstorm, terrorism, earth movement/volcanic action, flood/surface water) in each case subject to a minimum \$5,000,000 sublimit with no restrictions on occupancy (unless a Permission to Occupy endorsement is included in the policy);

(b)     Upon Substantial Completion of the Improvements, Company shall maintain (or cause to be maintained) causes of loss-special form (formerly “all risk”) property insurance at full replacement cost, which shall include business interruption or rental value insurance against loss of rent due to a casualty to the Project in an amount equal to the rents anticipated therefrom for a period of at least twelve (12) months from the date of loss, as well as any extended period of indemnity that may be required, and coverage for boiler and machinery, as applicable;

(c)     Company shall maintain (or cause to be maintained) a policy of commercial general liability insurance covering liability arising from premises, operations, products-completed operations, independent contractors, personal and advertising injury, and liability assumed under an insured contract, having a limit of not less than \$1,000,000 each occurrence and \$2,000,000 general aggregate on a per occurrence basis, with completed operations coverage to continue until the expiration of the statute of repose in the State of Texas, unless otherwise waived by EEDC, which insurance shall be primary for all Parties and non-contributory by any other insurance carried by the Parties;

(d)     Company shall maintain (or cause to be maintained) a policy of commercial automobile liability coverage having a combined single limit of \$1,000,000, covering all owned, hired, and non-owned automobiles owned or operated by Company, if any;

(e)     Company shall maintain (or cause to be maintained) worker’s compensation insurance having limits not less than those required by state statute and federal statute, as applicable, and employers’ liability insurance in an amount not less than \$500,000, and covering all persons employed by Company, if any, in the conduct of its operations at the Project;

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(f) Company shall maintain (or cause to be maintained) umbrella and/or excess liability insurance, with a limit of not less than \$3,000,000.00 per occurrence and in the general aggregate, which must provide coverage and limits over the underlying primary coverages set forth under Sections 4.3(c), 4.3(d) and 4.3(e) (employers’ liability only);

(g) EEDC shall be named as an additional insured or loss payee, as appropriate, on all such insurance policies; provided, however, EEDC’s interest under all such policies shall be subordinate to any interest of Company’s Lender as an additional insured or loss payee under such policies. Furthermore, all such insurance policies shall be endorsed to waive subrogation against EEDC.

(h) Company shall provide EEDC with certificates of insurance evidencing all insurance coverages prior to the inception of the initial coverage and within no more than ten (10) Business Days after subsequent renewals of such policies. All policies, policy endorsements and certificates of insurance relating to coverage required by this Section 4.3 are subject to the review and approval of EEDC for purposes of determining compliance with this Section 4.3, such approval not to be unreasonably withheld, conditioned, or delayed.

**4.4 Damage or Destruction of Building.** If the Improvements suffer a Casualty, regardless of the extent of the damage or destruction to the Improvements but subject to the availability of adequate insurance proceeds (including whether Company’s Lender makes such proceeds available to Company for the purpose of restoring the Project), Company must commence to repair, reconstruct or replace the damaged or destroyed area(s) of the Building within the time periods required by Company’s Lender for such repairs and pursue the repair, reconstruction, or replacement with reasonable diligence so as to restore the Improvements to substantially the condition they were in before the Casualty. If Company elects to not repair, restore, or reconstruct the damaged area(s) of the Building, or otherwise fails to complete the construction of such repairs, reconstruction or replacement within twelve (12) months after the occurrence of such Casualty, as extended by events of Force Majeure, this Lease shall terminate and no further Rent shall be paid by EEDC.

**4.5 Condemnation.** If the Project is taken in whole or in part by a governmental authority through the exercise of the power of eminent domain or a conveyance of some or the entire Project is made to a governmental authority under threat of the exercise of eminent domain, the rights and obligations of the Parties are as follows:

(a) If during the Lease Term all of the Project is taken for any public or quasi-public use under any governmental law, ordinance, or regulation, or by right of eminent domain, or are sold to the condemning authority under threat of the exercise of eminent domain, this Lease will terminate, and no further Rent shall be paid by EEDC to Company as of the effective date of such taking.

(b) If during the Lease Term a part, but not all, of the Project is taken for any public or quasi-public use under any governmental law, ordinance, or regulation, or by right of eminent domain, or are sold to the condemning authority under threat of condemnation and the Building

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remains available for occupancy by Tenants, Rent will not be abated but shall be adjusted in accordance with Section 3.5.

(c) If any substantial part of the Project, but less than all of the Project, is taken for any public or quasi-public use under any governmental law, ordinance, or regulation, or by right of eminent domain, or are sold to the condemning authority under threat of condemnation such that the remainder of the Improvements becomes unsuitable for use comparable to its use on the Commencement Date, or if the entirety of the Property or any material portion thereof, shall be so taken or sold to such authority, then either Party may, at its option, terminate this Lease and Rent shall be abated during the unexpired portion of the Lease Term, effective thirty (30) days after such notice.

(d) All compensation awarded to Company or EEDC for any taking or condemnation, or sales proceeds received in lieu thereof, shall be used first to pay Company’s Lender the remaining balance of principal and accrued interest and any other amounts owed under the Loan Documents with Company’s Lender, then to pay such contractual obligations which Company may have to make payments to third parties who are not Affiliates of Company, and then to pay the reimburse to EEDC the amount of Rent previously paid pursuant to this Lease.

**4.7 Operating Expenses.** Company shall be solely responsible for payment of goods and services related to operating, repairing, and maintaining the Project before Company is in default of any such payment obligation, including, but not limited to, the payment for those goods and services defined herein as Operating Expenses. Company agrees to pay or provide payment for such goods and services in a timely manner.

**Article V**  
**Covenants of Company**

**5.1 Monthly Lease Activity.** A Company representative shall use commercially reasonable efforts to participate with a representative of EEDC in monthly conference calls or in person meetings to discuss recent marketing and leasing activities for the Project. Company agrees, upon not less than ten (10) days’ notice (but not more often than once per month), to provide EEDC’s Board of Directors with written and/or verbal presentations regarding the marketing and leasing activity of the Building(s).

**5.2 Lease Notification.** Company shall deliver to EEDC copies of all executed Tenant Leases (including the amount of rentable square footage leased) for the Building(s) not later than ten (10) days after Company and Tenant have signed the Tenant Lease, for the purpose of verifying information related to this Lease. To the extent allowed by applicable law, EEDC agrees to maintain the confidentiality of the information contained in the Tenant Leases, and upon verification by EEDC of the information in such Tenant Leases, EEDC shall return all copies of such Tenant Leases to Company, but no later than ten (10) days after receipt of such copies.

**5.3 Cooperation with EEDC.** Company shall actively cooperate to the extent reasonably required with EEDC to permit EEDC to solicit prospective Tenants for the Project. It is understood that no brokerage commission shall be due or payable to EEDC for any such activity

**Exhibit “C”**  
**Form of Master Lease Agreement**

or for this Lease and that Company shall not be obligated to accept any prospective Tenants solicited by EEDC for the Building(s), except as otherwise provided in Section 3.3.

**5.4 Lease Not to Be Used as Incentive for Other Tenants.** Company agrees it will not use or apply the Rent or this Lease as a form or means of providing direct Tenant subsidies or Free Rent for the lease and occupancy of the Building by any Tenant; provided, however, in no event shall Company be prohibited from offering such subsidies, Free Rent, or other incentives as are typical for office buildings in the provided that such subsidies, Free Rent, or other incentives are not included within “Operating Expenses.”

**5.5 Loan Agreement with Company’s Lender.** EEDC shall be provided with an opportunity to review the proposed final terms and conditions of any Loan Documents that are to be effective prior to or at the closing of the sale of the Property to Company.

(a) Not later than the second (2<sup>nd</sup>) Business Day after received by Company, Company shall deliver to EEDC a copy of any notice of default of Company required or otherwise provided to Company by Company’s Lender under the terms and provisions of the Loan Documents; and

(b) Company shall cause Company’s Lender to provide to EEDC the right, but not the obligation, to cure any default by Company under the terms of the Loan Documents within the same time as Company is allowed to cure the default under the Loan Documents, provided that such time shall commence on the date when EEDC receives the copy of the notice of default sent by Company.

(c) This Lease is and shall be subject and subordinate to any mortgage or deed of trust created by Company, whether now existing or hereafter arising upon the Project, and to any renewals, refinancing and extensions thereof. EEDC shall, in the event of the sale or assignment of Company’s interest in the Project by deed in lieu of foreclosure or foreclosure or in the event of exercise of the power of sale under, any mortgage or deed of trust made by Company covering the Project, attorn to the purchaser and recognize the purchaser as landlord under this Lease; provided, however, EEDC’s obligation to pay Rent shall terminate on the date of such sale, assignment, or foreclosure. The provisions of this Section 5.5(c) shall be self-operative without any requirement for execution of any further instrument by either Party or by any of Company’s Lenders. However, if requested by Company or Company’s Lender, EEDC agrees to execute such further instruments evidencing the agreements set forth in this Section and containing such reasonable terms and conditions as Company’s Lender may require, provided no attornment or any such document shall require EEDC to agree to any amendment to this Lease or otherwise release such new owner/landlord of any of the obligations of Company set forth in this Lease accruing after the conveyance of the Project to any such purchaser.

(d) EEDC agrees that it will from time to time upon request by Company execute and deliver to such Persons as Company shall request, a statement certifying that this Lease is unmodified and in full force and effect (or if there have been modifications, that the same is in full force and effect as so modified), stating the dates to which Rent and other charges payable under this Lease have been paid and the amount of such Rent, confirming the commencement and termination of the Lease Term, stating that EEDC is unaware of any facts or circumstances the

**Exhibit “C”**  
**Form of Master Lease Agreement**

existence of which would constitute a default by Company hereunder (or if EEDC alleges a default, stating the nature and a detailed explanation of such alleged default) and further stating such other matters within EEDC’s knowledge as Company or Company’s Lender shall reasonably require. EEDC agrees to deliver such estoppel within ten (10) Business Days of such request.

**Article VI**  
**Termination and Default**

**6.1     Termination.** This Lease shall terminate upon any one of the following:

- (a)     By written agreement of the Parties;
  - (b)     Upon the Expiration Date;
  - (c)     Upon the date EEDC’s obligation to pay Rent is terminated pursuant to Section 3.6;
- and

(d)     On the date set forth in a written notice to Company from EEDC, in the event Company breaches any of the terms or conditions of this Lease or a Related Agreement, and such breach is not cured by Company within thirty (30) days after written notice thereof (or longer, if a longer period is provided for the subject breach), however, if Company’s failure to comply cannot reasonably be cured within thirty (30) days, Company shall be allowed additional time (not to exceed thirty (30) additional days) as is reasonably necessary to cure the failure so long as Company begins the cure within thirty (30) days and diligently pursues the cure to completion; provided, however, EEDC shall provide Company’s Lender within an additional thirty (30) days after the time available to Company has passed without Company curing said default providing it has commenced the cure within such thirty (30) days and diligently pursues the cure to completion), and only upon the expiration of such time period shall EEDC be permitted to terminate this Lease.

**6.2     EEDC Default.** EEDC shall be in default under this Lease if:

- (a)     EEDC fails to pay any Rent when due; or
- (b)     EEDC fails to perform any other provision of this Lease not described in this Section 6.2, and such failure is not cured within thirty (30) days (or immediately if the failure involves a hazardous condition) after notice from Company, however, if EEDC’s failure to comply cannot reasonably be cured within thirty (30) days, EEDC shall be allowed additional time (not to exceed thirty (30) additional days) as is reasonably necessary to cure the failure so long as EEDC begins the cure within thirty (30) days and diligently pursues the cure to completion.

**Article VII**  
**Miscellaneous**

**7.1     Current Revenue.** The Rent to be paid by EEDC shall be paid solely from lawfully available funds.

**Exhibit “C”  
Form of Master Lease Agreement**

**7.2 Binding Agreement; Assignment.** The terms and conditions of this Lease are binding upon the successors and permitted assigns of the Parties. This Lease may not be assigned by Company without the prior written consent of EEDC, which consent shall not be unreasonably withheld; provided, however, Company may, without the consent of EEDC, collaterally assign this Lease to Company’s Lender as security for a loan on the Project or in connection with the sale of the Project to an Affiliate of Company after providing thirty (30) days prior written notice to EEDC, and provided further that such assignee agrees to assume all of Company’s obligations pursuant to this Lease. Company may assign this Lease to an Affiliate of Company provided such Affiliate expressly assumes all of the obligations of Company under this Lease in a form reasonably approved by EEDC.

**7.3 Limitation on Liability.** The provisions of this Lease are not intended to and shall not be deemed to create a partnership or joint venture among the Parties. In satisfying the conditions of this Lease, the Parties have acted independently and assume no responsibilities or liabilities to third parties in connection with these actions.

**7.4 Authorization.** Each Party represents that it has full capacity and authority to grant all rights and assume all obligations that are granted and assumed under this Lease.

**7.5 Notice.** Any notice required or permitted to be delivered hereunder shall be deemed received upon the earlier to occur of (a) actual receipt or (b) three (3) days thereafter if sent by United States Mail, postage prepaid, certified mail, return receipt requested, addressed to the Party at the address set forth below, or such other address as is designated by the applicable Party from time to time, or on the day actually received if sent by courier or otherwise hand delivered. Copies of any notice required to be provided hereunder shall be concurrently delivered by electronic mail to the email addresses set forth in this Agreement; provided, however, failure to provide notice by electronic mail shall not make the notice sent by another method of delivery ineffective.

For EEDC:

Elgin Economic Development Corporation  
Attn: Kaley Frye, Director  
P.O. Box 591  
Elgin, Texas 78621  
Email: [Kaley.frye@elgintexas.gov](mailto:Kaley.frye@elgintexas.gov)

With copy to:

Mark J. Schroeder  
Hejl & Schroeder, P.C.  
311 Talbot  
P.O. Box 192  
Taylor, Texas 76574  
Email [mark@hejllawfirm.com](mailto:mark@hejllawfirm.com)

For Company:

Downstream Interests LLC  
Attn: Zach Cannon, CFO  
2301 S. Capital of Texas Hwy  
Building J 101  
Austin, Texas 78746  
Email: [zach@latierratx.com](mailto:zach@latierratx.com)

With copy to:

Jake Brown  
Law Office of Jake K. Brown, PLLC  
5900 Balcones Drive, Suite 100  
Austin, Texas 78731-4298  
Email: [Jake@jbbrownlaw.com](mailto:Jake@jbbrownlaw.com)

**Exhibit “C”  
Form of Master Lease Agreement**

**7.6    Entire Agreement.** This Lease is the entire agreement between the Parties with respect to the subject matter covered in this Lease. There is no other collateral, oral or written agreement between the Parties that in any manner relates to the subject matter of this Lease, except as provided in any Exhibits attached hereto.

**7.7    Governing Law.** The Lease shall be governed by the laws of the State of Texas; and venue for any action concerning this Lease shall be in the State District Court of Bastrop County, Texas. The Parties agree to submit to the personal and subject matter jurisdiction of said court.

**7.8    Amendment.** The Lease may be amended only by the mutual written agreement of the Parties and the prior written consent of Company’s Lender.

**7.9    Legal Construction.** If any one or more of the provisions contained in this Lease shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect other provisions, and it is the intention of the parties to this Lease that in lieu of each provision that is found to be illegal, invalid, or unenforceable, a provision be added to this Lease which is legal, valid and enforceable and is as similar in terms as possible to the provision found to be illegal, invalid or unenforceable.

**7.10   Recitals.** The recitals to this Lease are incorporated herein.

**7.11   Counterparts.** This Lease may be executed in identical counterparts. Each of the counterparts shall be deemed an original instrument, but all the counterparts shall constitute one and the same instrument.

**7.12   Exhibits.** Any exhibits to this Lease are incorporated herein by reference for all purposes wherever reference is made to the same.

**7.13   Survival of Covenants.** Any of the representations, warranties, covenants, and obligations of the Parties, as well as any rights and benefits of the Parties, pertaining to a period of time following the termination of this Lease shall survive termination.

**7.14   Memorandum of Master Lease Agreement.** The Parties agree to execute and record a memorandum of Master Lease Agreement in a form reasonably acceptable to the Parties to be recorded in the Real Property Records of Bastrop County, Texas, containing a summary of the primary terms and conditions of this Lease.

**7.15   Employment of Undocumented Workers.** During the term of this Lease, Company agrees not to knowingly employ any undocumented workers and, if convicted of a violation under 8 U.S.C. Section 1324a (f), Company shall repay the amount of the Rent paid by EEDC to Company and any other funds received by Company from EEDC as of the date of such violation within one hundred twenty (120) days after the date Company is notified by EEDC of such violation, plus interest at the rate of four percent (4%) compounded annually from the date



**Exhibit “C”  
Form of Master Lease Agreement**

of violation until paid. Company is not liable for a violation of this section by a subsidiary, affiliate, or franchisee of Company or by a person with whom Company contracts.

*[Remainder of Page Intentionally Left Blank;  
Signature Page Follows]*

**Exhibit “C”  
Form of Master Lease Agreement**

**SIGNED AND AGREED** on this \_\_\_\_ day of \_\_\_\_\_, 2026.

**ELGIN ECONOMIC DEVELOPMENT CORPORATION**

**[EXHIBIT ONLY – DO NOT SIGN]**

By: \_\_\_\_\_  
Kaley Frye, Director

**SIGNED AND AGREED** on this \_\_\_\_ day of \_\_\_\_\_, 2026.

**DOWNSTREAM INTERESTS, LLC, A TEXAS  
LIMITED LIABILITY COMPANY**

**[EXHIBIT ONLY – DO NOT SIGN]**

By: \_\_\_\_\_  
*[To be Added]*



## Elgin City Council Meeting Agenda Item Executive Summary

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**ITEM:** A RESOLUTION OF THE CITY OF ELGIN, TEXAS, AUTHORIZING THE CITY MANAGER TO EXECUTE A PROPOSAL FOR INSPECTION SERVICES AND CONSTRUCTION SUPPORT SERVICES AND MAKING CERTAIN FINDINGS RELATED THERETO. (MICHAEL GONZALEZ - PUBLIC WORKS DIRECTOR)

**DEPARTMENT:** Public Works

**PROPOSED ACTION:** Review and consider the proposal as presented.

**BACKGROUND:**

Implementing an accelerated project schedule is in the best interest of the City. The City's goal is to upgrade one of the most heavily utilized corridors in Elgin within a 10-month timeframe while minimizing impacts to traffic. To support this objective, the presence of an onsite construction inspector is requested to help ensure consistent progress throughout the project.

WGA has submitted a proposal to provide construction inspection and project support services, which staff recommend for approval. Given that construction activities are anticipated to occur on Saturdays and City-observed holidays, the use of a third-party inspector will allow construction to continue while City line staff maintain relief from such a strenuous schedule.

Construction Inspection: Full-time inspection (10 hours/day, 5 days/week, for 10 months), including documentation, health and safety compliance, schedule monitoring, risk mitigation, quality assurance checks, liaison duties, coordination with third parties, redlined plans for record drawings.

**BUDGET/FINANCIAL IMPACT:**

Funding for this item was {x} included {} not included in the current-year budget {} N/A This item is not funded by a grant, but is funded by the City's general fund and with contributions from developers.

**RECOMMENDATION:**

Staff hereby recommends acceptance of the proposal as presented.

**ATTACHMENTS:**

1. RESOLUTION INSPECTION services 2026-04-21-XX
2. 2026-04-02\_County Line Rd Proposal

- { Staff will be making a detailed presentation on this agenda item at the meeting.
- {X} Staff will provide brief comments and answer questions on this item at the meeting.
- { This is a routine procedural item and no presentation is planned for the meeting.

*Councilmembers who have any detailed questions or would like to request additional information regarding this item are encouraged to contact the City Manager at their earliest convenience.*

**RESOLUTION NO. 2026-04-21-XX**

**A RESOLUTION OF THE CITY OF ELGIN, TEXAS, AUTHORIZING THE CITY MANAGER TO EXECUTE A PROPOSAL FOR INSPECTION SERVICES AND CONSTRUCTION SUPPORT SERVICES AND MAKING CERTAIN FINDINGS RELATED THERETO.**

**WHEREAS**, the City of Elgin Public works staff is undertaking several upcoming construction projects where technical advice is required; and

**WHEREAS**, the City requires professional construction support and inspection services to ensure the project is completed in accordance with plans, specifications, and applicable standards; and

**WHEREAS**, Ward, Getz & Associates, LLC (WGA) has submitted a proposal to provide such services in accordance as the City's authorized representative under an already established service agreement; and

**WHEREAS**, the City Council finds that the proposed services are necessary and in the best interest of the City to support staff in a technical role;

**NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF ELGIN, BASTROP AND TRAVIS COUNTY, TEXAS THAT:**

**Section 1. Findings.** The following recitals are hereby found to be true and correct and are hereby adopted by the City Council and made a part hereof for all purposes as findings of fact.

**Section 2. Authorization.** The City Manager or Mayor is hereby authorized to execute a proposal for construction inspection and construction support services in the amount of the proposal attached and identified as Exhibit A. "Proposal for Construction Support and Inspection Services" copied verbatim herein.

**Section 3. Open Meetings.** The City Council hereby finds and declares that written notice of the date, hour, 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.

**Section 4. Funding.** These services will be funded out of the balance of the general fund, contributions from Developers and are not part of any grants for other state funding mechanisms.

**Section 5.** This Resolution shall take effect immediately upon passage.

**PASSED AND ADOPTED** this 21<sup>st</sup> day of April 2026

ATTEST:

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THERESA Y. MCSHAN, Mayor  
City of Elgin, Texas

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ESMERALDA RANGEL, Assistant City Secretary



April 2, 2026

Mr. Michael Gonzalez  
Public Works Director  
310 North Main Street  
P.O. Box 591  
Elgin, TX 78621

RE: Proposal for Construction Support and Inspection Services for Roadway and Drainage Projects

Dear Michael:

Ward, Getz & Associates LLC (WGA) is pleased to submit this proposal to the City of Elgin (Client) to provide Construction Support and Inspection Services for the above-referenced project. All terms and conditions will be per the Master Service Agreement and attached task order to this proposal as **Exhibit A**.

### **Project Understanding**

WGA understands that the Client requests additional project management support and inspection services for various roadway and drainage project locations during the construction project.

### **Scope of Services**

#### **I. Construction Support**

WGA will provide the following services as part of this task:

1. Attend and participate at the pre-construction meeting, as required.
2. Provide review of contractor correspondence, submittal review, shop drawings, request for information review (RFI), and pay request review and recommendation letters to the Client as provided by TRC (design engineer).
3. Organize and attend monthly construction meetings (estimated 10) and provide review of meeting minutes for distribution to the project team. Periodic construction inspection of the project will occur prior to or after these meetings for a maximum of two (2) hours per day for ten (10) months after the start date of the project, for a maximum total of ten (10) inspections.
4. Coordination with the contractor, owner, and design engineer to address construction issues, schedule concerns, and field changes.
5. Attend final inspection and review contractor punch list, as required.

6. Review documents for project closeout including certificate of construction completion, which will set the construction warranty period. Provide support to the City for all administrative close-out on the project with the State.

## **II. Construction Inspection**

1. WGA will provide full-time construction inspection of the project at ten (10) hours per day for five (5) days per week for a maximum ten (10) months after the start date of the project.
2. Inspection daily logs, progress photos, and site observations will be documented and stored/maintained on Procore or other management system. The Client will have access to all inspection data.
3. WGA inspector will abide by all appropriate health and safety standards required by the City and wear appropriate PPE.
4. Observe work completed for general conformity with the construction contract documents and plans.
5. Monitoring of construction schedule including review of critical path schedule and coordination with contractor to maintain schedule.
6. Coordination with the contractor, design engineer, and City regarding work sequencing and phasing, as required.
7. Assistance in risk mitigation regarding schedule and sequencing to reduce potential delays.
8. Verification of test results, construction methods, phasing, and review of Contractors quality assurance and quality control measures as needed.
9. Perform periodic checks of field testing for quality assurance.
10. Serve as liaison between City, design engineer, Contractor, and any other Jurisdiction(s).
11. Assistance in coordination of third-party entities (as requested).
12. Provide one (1) set of redlined construction plans to the design engineer for incorporation into the record drawings.

### **Assumptions/Exclusions**

WGA will not control or have charge of, and shall not be responsible for:

1. Construction means, methods, techniques, and sequencing;
2. Procedures of construction;



3. Quality assurance testing;
4. Conflict resolution with private property owners;
5. Investigations, analyses, studies or design for substitutions or materials, corrections of defective or deficient work of the contractor or other deviations from the construction contract documents;
6. Health or safety programs or precautions connected with the work;
7. Managing, supervising, or have charge of construction; and
8. Services related to contractor compliance with wage rate and DBE requirements of construction contract provisions, including field interviews or contractor employees.

### **Fee Summary**

The services will be provided as a Lump Sum (LS) as follows unless otherwise noted:

#### **Engineering Services**

|     |                         |                   |
|-----|-------------------------|-------------------|
| I.  | Construction Support    | \$ 46,020         |
| II. | Construction Inspection | <u>\$ 250,700</u> |
|     | <b>Total</b>            | <b>\$ 296,720</b> |

### **Closure**

The total fee of the entire project is for a lump sum cost of \$296,720.

This fee includes labor and material costs associated with the Scope of Work identified above.

WGA's fee above is based on a continuous flow of work. Any delays or restrictions, caused by Client or Client's sub consultants, which result in idle-time or inefficiencies, could be cause for additional compensation.

The payment schedule will be via monthly progress billing.

Changes in scope, including additional scenarios or modification to the scenarios identified above will be evaluated for additional services and/or materials cost through a formal change order process, which results in approval of the additional cost prior to executing the additional work. Fees for services quoted in this Letter of Agreement are valid for a period of time not to exceed 60 days from the date of this letter.

We appreciate the opportunity to assist with this project and are available to proceed immediately with your written approval. Please review this proposal and, upon acceptance, sign in the space provided below, returning a copy for our files.

Regards,

A handwritten signature in blue ink, appearing to read "K. Beau Perry", is positioned above a horizontal line.

K. Beau Perry, P.E.  
Regional Practice Leader

04-02-2026

Date

**EXHIBIT A**  
**Task Order No. 16**

Task Order Effective Date: March 16, 2026  
**pursuant to MASTER PROFESSIONAL SERVICES AGREEMENT**  
**dated February 6, 2024 between Client and WGA ("Agreement")**

Pursuant and subject to the above-referenced Agreement, WGA will perform the Work described below.

|                                                                                 |                                              |                                                             |
|---------------------------------------------------------------------------------|----------------------------------------------|-------------------------------------------------------------|
| Name of the Project:                                                            | Various Roadway & Drainage Projects          |                                                             |
| Location of the Project Site:                                                   | City of Elgin                                |                                                             |
| Work and Deliverables:                                                          | Construction Support and Inspection Services |                                                             |
| Materials to be procured:                                                       | NA                                           |                                                             |
| Commencement Date:                                                              | April 7, 2026                                |                                                             |
| Contract Time:                                                                  | Per Scope of Services                        |                                                             |
| The Work will be performed for the following price ("Contract Price"):          |                                              | Lump Sum<br><br>The budget amount for the Work is \$296,720 |
|                                                                                 |                                              | Other (describe):                                           |
| Client's Representative                                                         | Michael Gonzalez                             |                                                             |
| WGA's Representative:                                                           | Beau Perry                                   |                                                             |
| Invoicing Instructions:                                                         | Per MSA and defined Scope of Services        |                                                             |
| Acceptance Criteria:                                                            | NA                                           |                                                             |
| Any other clarifications, information, or requirements applicable to such Work: | Per proposal                                 |                                                             |

IN WITNESS WHEREOF, each Party has caused this Task Order to be executed by its duly authorized representative as of the Task Order Effective Date, and by so executing has agreed to be bound by this Task Order.

**Client:**  
**City of Elgin**

**WGA:**  
**Ward, Getz & Associates, LLC**

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

Printed Name: Robert Eads

Title: City Manager

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

Printed Name: K. Beau Perry

Title: Regional Practice Leader



## Elgin City Council Meeting Agenda Item Executive Summary

---

**ITEM:** A RESOLUTION ADOPTING AN ORDINANCE OF THE CITY OF ELGIN, TEXAS, ZONING FOR TRAFFIC AND RATE OF SPEED THEREIN, ON SL 109 IN THE CITY LIMITS OF THE CITY OF ELGIN; DEFINING SPEEDING AND FIXING A PENALTY THEREFORE; DECLARING WHAT MAY BE A SUFFICIENT COMPLAINT IN PROSECUTIONS HEREUNDER; WITH A SAVING CLAUSE REPEALING CONFLICTING LAWS AND DECLARING AN EMERGENCY. (MICHAEL GONZALEZ - PUBLIC WORKS DIRECTOR)

**DEPARTMENT:** Public Works

**PROPOSED ACTION:** Review and consider the resolution to pass and adopt the ordinance presented.

**BACKGROUND:**

The Elgin City council will now consider adopting law to change the speed limit on Taylor Rd. (Loop 109) as recommended by the Texas Department of Transportation.

The area of Speed Reduction shall include:

On Taylor Road, From SH 95 to Magony Lane. 45MHP reduced to 40 MPH.

On Taylor Road, From Magony Lane to Main Street, 40MPH is reduced to 35MPH.

No other roadways have been included in this recent study provided to the Elgin staff.

It should be noted that staff has never gotten a formal request to increase speed on any local street.

In recent years, staff has gotten comments to reduce speed on Taylor Road. Now staff holds a recommendation from the state government organization in control of said roadway.

**BUDGET/FINANCIAL IMPACT:**

Funding for this item was {} included {} not included in the current-year budget {X} N/A

**RECOMMENDATION:**

Staff recommends passage of the resolutiuon as presented in accordance with TxDoT's recommendation.

**ATTACHMENTS:**

1. RESOLUTION Taylor Rd Speed limits 2026-04-21-XX
2. SL 109 CITY ORDINANCE for Elgin

- { Staff will be making a detailed presentation on this agenda item at the meeting.
- {X} Staff will provide brief comments and answer questions on this item at the meeting.
- { This is a routine procedural item and no presentation is planned for the meeting.

*Councilmembers who have any detailed questions or would like to request additional information regarding this item are encouraged to contact the City Manager at their earliest convenience.*

**RESOLUTION NO. 2026-04-21-XX**

**A RESOLUTION ADOPTING AN ORDINANCE OF THE CITY OF ELGIN, TEXAS, ZONING FOR TRAFFIC AND RATE OF SPEED THEREIN, ON SL 109 IN THE CITY LIMITS OF THE CITY OF ELGIN; DEFINING SPEEDING AND FIXING A PENALTY THEREFORE; DECLARING WHAT MAY BE A SUFFICIENT COMPLAINT IN PROSECUTIONS HEREUNDER; WITH A SAVING CLAUSE REPEALING CONFLICTING LAWS AND DECLARING AN EMERGENCY.**

**WHEREAS**, the City of Elgin Public works staff has received notice from the Texas Department of Transportation of the Engineering study of Speed limits on Loop 109 also known as Taylor Road in the City limits of Elgin; and

**WHEREAS**, upon review of the study the Texas Department of Transportation (TxDOT) has deemed necessary changes to said speed limit; and

**WHEREAS**, The Elgin City council being duly elected and charged with ratifying such changes now is presented with the findings of fact.

**NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF ELGIN, BASTROP AND TRAVIS COUNTY, TEXAS THAT:**

**Section 1. Findings.** The following recitals are hereby found to be true and correct and are hereby adopted by the City Council and made a part hereof for all purposes as findings of fact.

**Section 2. Authorization.** The Mayor is hereby authorized to execute the ordinance upon passage of this Resolution with terms identified in the ordinance attached as Exhibit A. and copied verbatim herein.

**Section 3. Open Meetings.** The City Council hereby finds and declares that written notice of the date, hour, 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.

**Section 4. Funding.** There is no funding requirement for this ordinance to take effect.

**Section 5.** This Resolution shall take effect immediately upon passage.

**PASSED AND ADOPTED** this 21<sup>st</sup> day of April 2026

ATTEST:

---

THERESA Y. MCSHAN, Mayor  
City of Elgin, Texas

---

ESMERALDA RANGEL, Assistant City Secretary

AN ORDINANCE OF THE CITY ELGIN, TEXAS, ZONING FOR TRAFFIC AND RATE OF SPEED THEREIN, ON SL 109 IN THE CITY LIMITS OF THE CITY OF ELGIN; DEFINING SPEEDING AND FIXING A PENALTY THEREFORE; DECLARING WHAT MAY BE A SUFFICIENT COMPLAINT IN PROSECUTIONS HEREUNDER; WITH A SAVING CLAUSE REPEALING CONFLICTING LAWS AND DECLARING AN EMERGENCY.

BE IT ORDAINED BY THE CITY OF ELGIN:

#### Section 1

It is hereby determined upon the basis of an Engineering and Traffic investigation that the prima facie maximum speed limit on those portions of SL 109 routed in the city of Elgin, is hereby stated, which prima facie maximum speed limit shall be effective at all times and signs will be erected giving notice of the prima facie maximum speed limit so declared to wit.

#### Speed Zone

##### **SL 109 (Control Section 0321-04)**

##### FOR SOUTHBOUND TRAFFIC:

On SL 109 (Control Section 0321-04) from mile point 0.103 (SH 95) to mile point 0.439 (Mogonye L.n), a distance of 0.336 miles, a prima facie maximum speed limit of 40 miles per hour.

From mile point 0.439 (Mogonye Ln) to mile point 0.910 (Main St.), a distance of 0.471 miles, a prima facie maximum speed limit of 35 miles per hour.

##### FOR NORTHBOUND TRAFFIC:

On SL 109 (Control Section 0321-04) from mile point 0.910 (Main St.) to mile point 0.439 (Mogonye Ln), a distance of 0.471 miles, a prima facie maximum speed limit of 35 miles per hour.

From mile point 0.439 (Mogonye L.n) to mile point 0.103 (SH 95), a distance of 0.336 miles, a prima facie maximum speed limit of 40 miles per hour.

## SECTION II

That all of the streets of this city, and all portions of any such streets, are hereby declared to be public streets and that the driving or operating of any motor vehicle on or along any portion of any street of this city at a rate of speed that is greater than the maximum rate of speed for said portion of said street, as fixed by this ordinance shall be guilty of a misdemeanor, which is named " The Offense of Speeding " and that the said offense is punishable by a fine in any sum not to exceed Two Hundred dollars (\$200.00). That the use of the word " Speeding " shall be sufficient to designate the said offense, and shall mean that a motor vehicle has been driven upon a public street at a greater rate of speed than fixed by City Ordinance for the street and for the zone thereof, that such motor vehicle was so being driven upon, if zoned.

That in prosecutions under this ordinance, for the offense of speeding, the complaint, if in other respects sufficient in form, shall as to the portion thereof seeking to acknowledge the offense, be sufficient if it in substance alleges that the defendant did while driving a motor vehicle in said city commit the offense of " Speeding ".

## SECTION III

That should any section or any portion of any section hereof be decreed to be void, the invalidity of such section or such portion thereof shall not affect the validity of the remaining portions of this ordinance; and that each section and each portion thereof not decreed to be invalid shall remain valid and enforceable.

That all ordinances and parts of ordinances that are in conflict with this ordinance are hereby repealed.

That the fact that prompt action should be taken in the regulation of traffic, on the streets of this city, in the manner provided for in this ordinance creates an emergency requiring that the rules that provide that an ordinance shall be read at three separate meetings of the city council before final passage, be suspended; and that the said rules are hereby suspended, and this ordinance is here and now passed, and that it is ordered that it take effect from and after its passage and publication.

Passed and approved this the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_

\_\_\_\_\_  
Mayor, City of Elgin

Attest:

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





## Elgin City Council Meeting Agenda Item Executive Summary

---

**ITEM:** A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ELGIN, TEXAS AUTHORIZING AN APPLICATION TO THE TEXAS DEPARTMENT OF MOTOR VEHICLES CRIME PREVENTION AUTHORITY FOR GRANT FUNDS TO BE UTILIZED BY THE ELGIN POLICE DEPARTMENT AND TO AUTHORIZE THE CITY MANAGER TO EXECUTE SAID AGREEMENT (CHRIS NOBLE - CHIEF OF POLICE)

**DEPARTMENT:** Police

**PROPOSED ACTION:** Approval of Grant Application to Motor Vehicle Crime Prevention Authority.

**BACKGROUND:**

The Texas Dept. of Motor Vehicles, through the Motor Vehicle Crime Prevention Authority, provides financial support to Law Enforcement Task Forces and Agencies for Economic Motor Vehicle Theft, Including Catalytic Converter Theft. The deadline for applying is May 8, 2026, at 5:00 PM.

**BUDGET/FINANCIAL IMPACT:**

Funding for this item was {} included {X} not included in the FY25-26 budget {} N/A

Grant Funds to be requested (subject to change); Not to exceed: \$350,000.00

Matching funds from the City (subject to change); Not to exceed: \$70,000.00

Items/Equipment to be purchased (Subject to change):

1. New FTE: Salary and Benefits of one Police Corporal: \$85,000
2. Necessary equipment for new FTE: computer, uniforms, firearm, body armor, etc: \$10,000
3. Vehicle: Light Duty Van or Pickup Truck to carry equipment and/or stolen auto parts: \$50,000
4. Annual Subscription costs of existing grant funded flock safety cameras: \$40,000
5. Vigilant ALPR Software: \$TBD
6. Travel & Training Fund for MVCPA Semiannual grant financial workshops and annual conference: \$15,000

**RECOMMENDATION:**

Approval of resolution.

**ATTACHMENTS:**

1. Council Resolution MVCPA 2027 Grant Application

- { Staff will be making a detailed presentation on this agenda item at the meeting.
- {X} Staff will provide brief comments and answer questions on this item at the meeting.
- { This is a routine procedural item and no presentation is planned for the meeting.

*Councilmembers who have any detailed questions or would like to request additional information regarding this item are encouraged to contact the City Manager at their earliest convenience.*

**RESOLUTION NO. 2026-04-21-XX**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ELGIN,  
TEXAS AUTHORIZING AN APPLICATION TO THE TEXAS  
DEPARTMENT OF MOTOR VEHICLES CRIME PREVENTION  
AUTHORITY FOR GRANT FUNDS TO BE UTILIZED BY THE ELGIN  
POLICE DEPARTMENT AND TO AUTHORIZE THE CITY  
MANAGER TO EXECUTE SAID AGREEMENT.**

**WHEREAS,** Under the provisions of the Texas Transportation Code Chapter 1.006 and the Texas Administrative Code, Title 43, Part 3; Chapter 57, entities are eligible to receive grants from the Motor Vehicle Crime Prevention Authority to provide financial support to law enforcement task forces and agencies for economic motor vehicle theft and fraud, including catalytic converter theft; and

**WHEREAS,** This grant program will assist the Elgin Police Department to combat catalytic converter theft, vehicle theft, and motor vehicle fraud; and

**WHEREAS,** The City of Elgin has agreed that in the event of loss or misuse of the grant funds, the City of Elgin agrees and assures that the grant funds will be returned in full to the Motor Vehicle Crime Prevention Authority; and

**WHEREAS,** Be it Resolved and Ordered that Chris Noble, Chief of Police, is designated as the Authorized Official to apply for, accept, decline, modify, or cancel the grant application for the Motor Vehicle Crime Prevention Authority Grant Program and all other necessary documents to accept said grant.

**NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF ELGIN, BASTROP AND TRAVIS COUNTY, TEXAS THAT:**

**Section 1. Findings.** The following recitals are hereby found to be true and correct and are hereby adopted by the City Council and made a part hereof for all purposes as findings of fact.

**Section 2. Authorization.** Deborah Gibson is designated as the Program Director, and Pamela Sanders is designated as the Financial Officer of this grant.

**Section 3. Budget.** The City Council does hereby acknowledge that this item is not included within the *FY26-27 City of Elgin Annual Operating Budget*.

**Section 4. Open Meetings.** The City Council hereby finds and declares that written notice of the date, hour, 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.

**Section 5.** This Resolution shall take effect immediately upon passage.

**PASSED AND ADOPTED** this 21<sup>st</sup> day of April 2026

ATTEST:

\_\_\_\_\_  
THERESA Y. MCSHAN, Mayor  
City of Elgin, Texas

\_\_\_\_\_  
ESMERALDA RANGEL, Assistant City Secretary



## Elgin City Council Meeting Agenda Item Executive Summary

---

**ITEM:** Discussion and possible action regarding the donation of land of the Mary Christian Burleson Homestead by the Mary Christian Burleson Foundation (REQUESTED AND PRESENTED BY JAKE CARTER - MCB FOUNDATION BOARD PRESIDENT)

**DEPARTMENT:** Public Works

**PROPOSED ACTION:** None.

**BACKGROUND:**

The Mary Christian Burleson Foundation's MCB Homestead is the oldest home in Elgin and one of the oldest in Texas. Built by a settler with Austin's Little Colony, it is a link to the past that encompasses a diverse range of stories from people of all walks of life. Its presence in our community is a benefit to all. The MCB Foundation is pleased to offer the 1-acre homestead and historic Mary Christian Burleson house to the City of Elgin as a donation for dedicated parkland.

**BUDGET/FINANCIAL IMPACT:**

Funding for this item was {} included {} not included in the current-year budget {X} N/A

**RECOMMENDATION:**

Staff does not have any recommendation.

**ATTACHMENTS:**

1. MCB homestead donation
2. survey- all 24 acres
3. national register burleson house (1)
4. Elgin, Mary Christian Burleson House Harvey DOE Request

{ } Staff will be making a detailed presentation on this agenda item at the meeting.

{X} Staff will provide brief comments and answer questions on this item at the meeting.

{ } This is a routine procedural item and no presentation is planned for the meeting.

*Councilmembers who have any detailed questions or would like to request additional information regarding this item are encouraged to contact the City Manager at their earliest convenience.*

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# **THE MARY CHRISTIAN BURLESON FOUNDATION**

Land and Structure (Homestead) Donation Proposal - January 21st, 2026

---

# Introduction

The Mary Christian Burleson Foundation's MCB Homestead is the oldest home in Elgin and one of the oldest in Texas.

Built by a settler with Austin's Little Colony, it is a link to the past that encompasses a diverse range of stories from people of all walks of life.

Its presence in our community is a benefit to all.



---

# The Homestead Now



The exterior renovation is complete with walking trail and light landscaping. Truly a gem of the community and a resource worth protecting.

---

# Problem

Elgin is a rapidly growing community on the outskirts of Austin. With explosive growth comes new challenges.

The Elgin community lacks a wealth of accessible parks, museums, and historic sites to tell the story of this land and all its people.

We also lack options for event and meeting space, a way to draw stay and play dollars to our community.





---

## Solution

The MCB Foundation is pleased to offer the 1-acre homestead and historic Mary Christian Burleson house to the City of Elgin as a donation for dedicated parkland.

Under city ownership, the homestead will be protected for future generations as well as...



---

# Opportunities

- Act as a public park satisfying the recommendations of the **Parks, Recreation and Open Space Master Plan**, especially:  
“Recommended locations for land acquisition... North of town along 3000 to support rural Elginites and newly built neighborhoods” (pg. 66),
- Fulfill the promises of Destination Parks on pg. 40 of the report,



---

# Opportunities

- Become Elgin's newest gathering and meeting space for rent\*, and
- To become a "Museum on the Walls" telling the story of this land and all its people through the prism of Mary Christian Burleson's extraordinary life.

\* As Elgin approaches 15,000 residents, it is running a deficit of 2 public meeting rooms (pg. 44)



---

A large, bold, green "\$0" symbol is centered on the page.

### **Cost to the City of Elgin**

The MCB Foundation is committed to donating the land and structure to the COE free of charge including architectural drawings and archives.

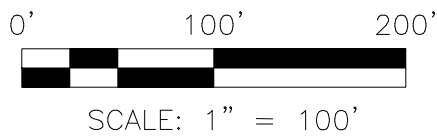
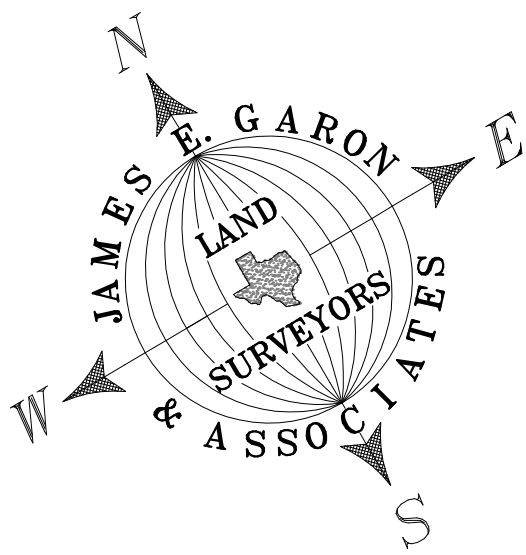
MCB will cover the 2026 property taxes from 1/1/26 until the land is transferred and any leftover monies from the organization will be donated to other local non-profits for programs in the community.

---

# THANKS

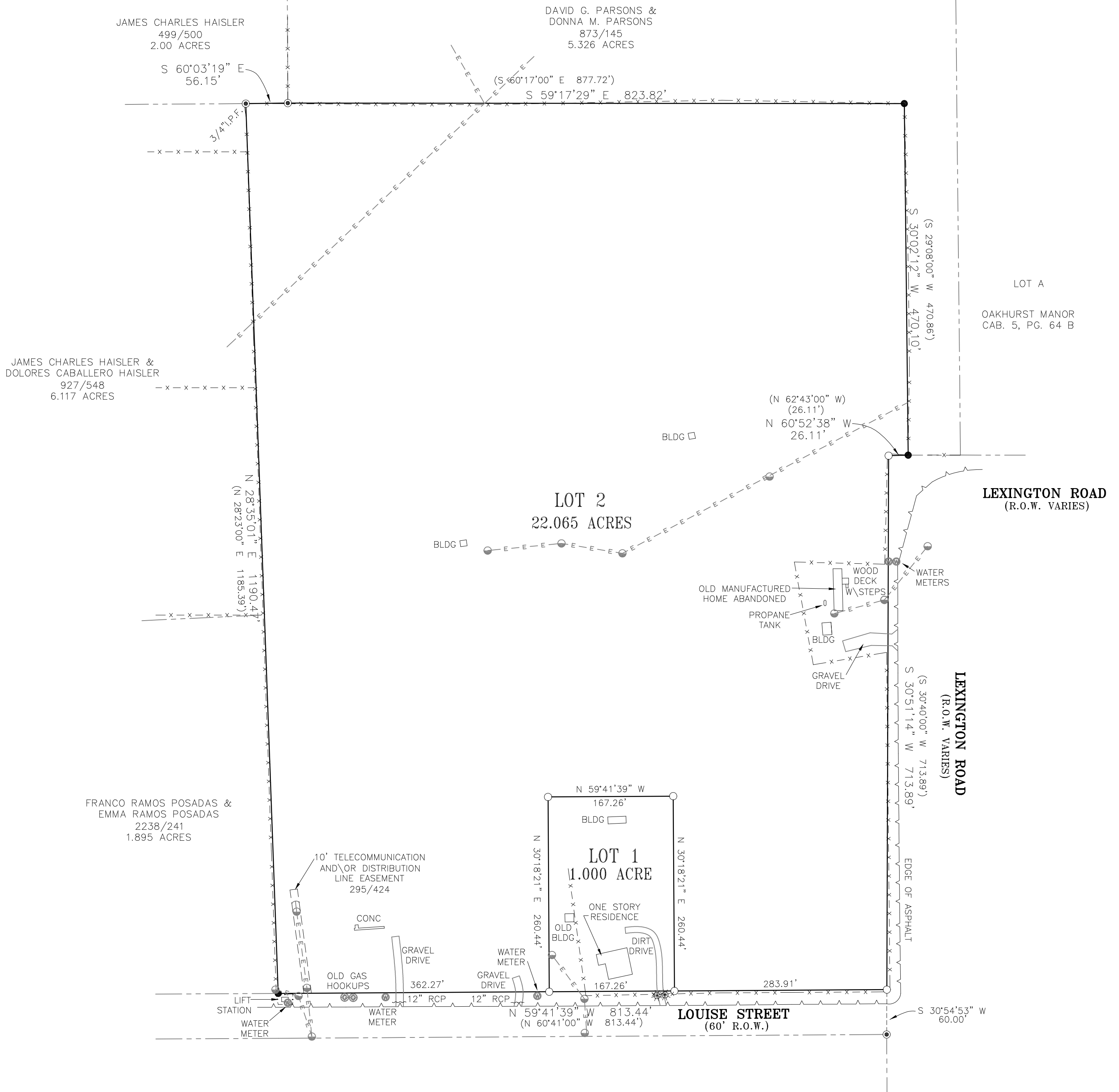
Learn more about us at [mcb.info](https://mcb.info)





LEGEND

|  |                              |
|--|------------------------------|
|  | CALCULATED POINT             |
|  | 1/2" REBAR FOUND             |
|  | 1/2" REBAR SET W/CAP         |
|  | STAMPED J.E. GARON RPLS 4303 |
|  | 1/2" PIPE SET (UNLESS NOTED) |
|  | COTTON SPINDLE FOUND         |
|  | 60d NAIL FOUND               |
|  | 60d NAIL SET                 |
|  | TREE (SIZE & TYPE NOTED)     |
|  | GATE POST                    |
|  | WOOD FENCE                   |
|  | WIRE FENCE                   |
|  | CHAIN LINK FENCE             |
|  | P.U.E.                       |
|  | D.E.                         |
|  | B.L.                         |
|  | POWER POLE                   |
|  | OVERHEAD ELECTRIC LINE       |
|  | DOWN GUY                     |
|  | RECORD CALL                  |
|  | RESTRICTIVE COVENANTS        |

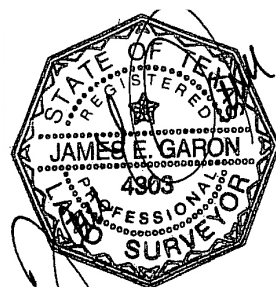


THIS PROPERTY IS SUBJECT TO:  
1.) RESTRICTIVE COVENANTS OF RECORD IN PLAT CAB. NO. 5, PG. 96A, PLAT RECORDS OF BASTROP COUNTY, TEXAS.  
10(e) SHOWN

TO THE OWNERS, LIENHOLDERS AND INDEPENDENCE TITLE COMPANY;

THE UNDERSIGNED DOES HEREBY CERTIFY THAT THIS SURVEY WAS THIS DAY MADE ON THE GROUND OF THE PROPERTY DESCRIBED HEREON AND IS CORRECT AND THAT THERE ARE NO DISCREPANCIES, SHORTAGES IN AREA, BOUNDARY LINE CONFLICTS, ENCROACHMENTS, OVERLAPPING OF IMPROVEMENTS, VISIBLE UTILITY LINES OR ROADS IN PLACE, EXCEPT AS SHOWN HEREON AND THAT SAID PROPERTY HAS ACCESS TO AND FROM A PUBLIC ROADWAY, EXCEPT AS SHOWN HEREON.

THE UNDERSIGNED DOES FURTHER CERTIFY THAT THE PROPERTY SHOWN HEREON IS LOCATED IN ZONE "X", SPECIAL FLOOD HAZARD AREA AS IDENTIFIED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY FLOOD INSURANCE RATE MAP, PANEL NO. 48021C0100E, EFFECTIVE JANUARY 19, 2006.



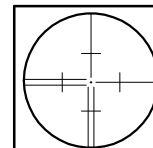
DECEMBER 11, 2014

REFERENCE: PEGASUS PLANNING AND DEVELOPMENT G.F. NO. 1426619-ELG

ADDRESS: 117 & 125 LOUISE STREET; ELGIN, TEXAS

LEGAL DESCRIPTION: LOTS 1 & 2, MARY CHRISTIAN BURLESON HOMESTEAD SUBDIVISION, BASTROP COUNTY, TEXAS, RECORDED IN PLAT CAB. NO. 5, PG. 96A, P.R.B.C.T.

FILE: Server; Co\Bastrop\Sur\Thomas Christian A-20\75014 FLD. BK.: 474/57



**JAMES E. GARON & ASSOC.**  
PROFESSIONAL LAND SURVEYORS

P.O. Box 1917  
Bastrop, Texas 78602  
(512) 303-4185  
www.jamesegaron.com  
jgaron@austin.rr.com

United States Department of the Interior  
National Park Service  
National Register of Historic Places Registration Form

**1. Name of Property**

Historic Name: Mary Christian Burleson House

Other name/site number: NA

Name of related multiple property listing: NA

**2. Location**

Street &amp; number: 117 Louise Street

City or town: Elgin

State: Texas

County: Bastrop

Not for publication: ☐Vicinity: ☐**3. State/Federal Agency Certification**

As the designated authority under the National Historic Preservation Act, as amended, I hereby certify that this  
(☒ nomination ☐ request for determination of eligibility) meets the documentation standards for registering properties in the  
National Register of Historic Places and meets the procedural and professional requirements set forth in 36 CFR Part 60. In my  
opinion, the property (☒ meets ☐ does not meet) the National Register criteria.

I recommend that this property be considered significant at the following levels of significance:

☐ national ☐ statewide ☒ localApplicable National Register Criteria: ☒ A ☐ B ☒ C ☐ D  
Signature of certifying official / Title

State Historic Preservation Officer

Date

11/29/23

Texas Historical Commission

State or Federal agency / bureau or Tribal Government

In my opinion, the property ☐ meets ☐ does not meet the National Register criteria.\_\_\_\_\_  
Signature of commenting or other official

Date

\_\_\_\_\_  
State or Federal agency / bureau or Tribal Government**4. National Park Service Certification**

I hereby certify that the property is:

- ☐ entered in the National Register  
☐ determined eligible for the National Register  
☐ determined not eligible for the National Register  
☐ removed from the National Register  
☐ other, explain: \_\_\_\_\_

\_\_\_\_\_  
Signature of the Keeper\_\_\_\_\_  
Date of Action

Mary Christian Burleson House, Elgin, Bastrop County, Texas

## 5. Classification

### Ownership of Property

|                                     |                  |
|-------------------------------------|------------------|
| <input checked="" type="checkbox"/> | Private          |
| <input type="checkbox"/>            | Public - Local   |
| <input type="checkbox"/>            | Public - State   |
| <input type="checkbox"/>            | Public - Federal |

### Category of Property

|                                     |             |
|-------------------------------------|-------------|
| <input checked="" type="checkbox"/> | building(s) |
| <input type="checkbox"/>            | district    |
| <input type="checkbox"/>            | site        |
| <input type="checkbox"/>            | structure   |
| <input type="checkbox"/>            | object      |

### Number of Resources within Property

| Contributing | Noncontributing |            |
|--------------|-----------------|------------|
| 1            | 1               | buildings  |
| 0            | 0               | sites      |
| 1            | 2               | structures |
| 0            | 0               | objects    |
| 2            | 3               | total      |

Number of contributing resources previously listed in the National Register: 0

## 6. Function or Use

**Historic Functions:** DOMESTIC/single-dwelling  
AGRICULTURE/SUBSISTENCE/agricultural outbuilding, agricultural field

**Current Functions:** VACANT/NOT IN USE

## 7. Description

**Architectural Classification:** Hall-and-Parlor

**Principal Exterior Materials:** WOOD/weatherboard

**Narrative Description** (see continuation sheets 7-7 through 7-14)



Mary Christian Burleson House, Elgin, Bastrop County, Texas

## 8. Statement of Significance

### Applicable National Register Criteria

|                                     |          |                                                                                                                                                                                                                                                                            |
|-------------------------------------|----------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <input checked="" type="checkbox"/> | <b>A</b> | Property is associated with events that have made a significant contribution to the broad patterns of our history.                                                                                                                                                         |
| <input type="checkbox"/>            | <b>B</b> | Property is associated with the lives of persons significant in our past.                                                                                                                                                                                                  |
| <input checked="" type="checkbox"/> | <b>C</b> | Property embodies the distinctive characteristics of a type, period, or method of construction or represents the work of a master, or possesses high artistic values, or represents a significant and distinguishable entity whose components lack individual distinction. |
| <input type="checkbox"/>            | <b>D</b> | Property has yielded, or is likely to yield information important in prehistory or history.                                                                                                                                                                                |

**Criteria Considerations:** NA

**Areas of Significance:** Exploration/Settlement; Ethnic History: Black; Architecture (*local level of significance*)

**Period of Significance:** ca. 1847–1870

**Significant Dates:** ca. 1847, ca. 1855

**Significant Person:** NA

**Cultural Affiliation:** NA

**Architect/Builder:** NA

**Narrative Statement of Significance** (see continuation sheets 8-15 through 8-34)

## 9. Major Bibliographic References

**Bibliography** (see continuation sheets 9-35 through 9-39)

### Previous documentation on file (NPS):

- ☐ preliminary determination of individual listing (36 CFR 67) has been requested. Part 1 approved on (date)
- ☐ previously listed in the National Register
- ☒ previously determined eligible by the National Register
- ☐ designated a National Historic Landmark
- ☐ recorded by Historic American Buildings Survey #
- ☐ recorded by Historic American Engineering Record #

### Primary location of additional data:

- ☒ State historic preservation office (*Texas Historical Commission, Austin*)
- ☐ Other state agency
- ☐ Federal agency
- ☐ Local government
- ☐ University
- ☐ Other -- Specify Repository:

**Historic Resources Survey Number** (if assigned): NA

Mary Christian Burleson House, Elgin, Bastrop County, Texas

## 10. Geographical Data

**Acreage of Property:** 1 acre

### Coordinates

#### Latitude/Longitude Coordinates

Datum if other than WGS84: NA

1. Latitude: 30.359358 Longitude: -97.368405

**Verbal Boundary Description:** The boundary of parcel 11123, defined by the Bastrop County Appraisal District records as "Mary Christian Burleson Homestead Subdivision, Lot 1, Acres 1.000."

**Boundary Justification:** The legal boundary is a portion of the original Thomas Christian grant on which the house was constructed. The nomination includes all resources associated with the house on the 1-acre parcel.

## 11. Form Prepared By

Name/title: Izabella Nuckels, Historic Preservation Specialist, and Amy E. Dase, Senior Historian  
Organization: Cox|McLain Environmental Consulting, now Stantec Consulting  
Street & number: 8401 Shoal Creek Boulevard, Suite 100  
City or Town: Austin State: Texas Zip Code: 78757  
Email: izabella.nuckels@stantec.com, amy.dase@stantec.com  
Telephone: 512-338-2223  
Date: August 1, 2023

## Additional Documentation

**Maps** (see continuation sheets MAP-40 through MAP-42)

**Additional items** (see continuation sheets FIGURE-43 through FIGURE-55)

**Photographs** (see continuation sheets PHOTO-56 through PHOTO-82)

Mary Christian Burleson House, Elgin, Bastrop County, Texas

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**Photograph Log**

Name of Property: Mary Christian Burleson Home  
City or Vicinity: Elgin  
County: Bastrop County State: Texas  
Photographer: Izabella Nuckels  
Date(s) Photographed: August 2022

Photograph 1  
South and east façades. Camera facing northwest.

Photograph 2  
West and south façades. Camera facing northeast.

Photograph 3  
Porch at south façade. Camera facing east/northeast.

Photograph 4  
North and west façades. Camera facing southwest.

Photograph 5  
East façade. Camera facing west.

Photograph 6  
North and east façades. Camera facing southwest.

Photograph 7  
North façade. Camera facing south.

Photograph 8  
North and west façades. Camera facing southwest.

Photograph 9  
West façade. Camera facing east.

Photograph 10  
Foundation, looking under the porch at the south façade towards the northwest corner of the building. Camera facing northwest.

Photograph 11  
Main Bedroom interior. Camera facing west.

Photograph 12  
Main Bedroom interior. Camera facing north towards Kitchen/Dining Room.

Photograph 13  
Main Bedroom interior. Camera facing south towards porch.

Mary Christian Burleson House, Elgin, Bastrop County, Texas

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Photograph 14

Main Bedroom interior. Note the loft opening in ceiling at Photograph center. Camera facing northeast with Kitchen/Dining Room to left and Living Room to right.

Photograph 15

Living Room interior. Camera looking south towards porch.

Photograph 16

Living Room interior. Camera looking west into Main Bedroom.

Photograph 17

Back Bedroom interior. Camera facing east.

Photograph 18

Back Bedroom interior. Camera facing west.

Photograph 19

Kitchen/Dining Room interior. Camera facing west.

Photograph 20

Kitchen/Dining Room interior. Camera facing northeast towards Back Bedroom.

Photograph 21

Roof structure viewed from Kitchen/Dining Room interior. Camera facing up towards the southwest.

Photograph 22

Overall site looking towards house from north end of property. Camera facing south.

Photograph 23

Barn at north end of property. Camera facing northwest.

Photograph 24

Barn at north end of property. Camera facing east.

Photograph 25

Beveled-shoulder cistern at north side of house. Camera facing west.

Photograph 26

Capped bell cistern at north side of house. Camera facing down.

Photograph 27

Entrance of property from Louise Street showing fencing and drive. Camera facing north.

**Paperwork Reduction Act Statement:** This information is being collected for applications to the National Register of Historic Places to nominate properties for listing or determine eligibility for listing, to list properties, and to amend existing listings. Response to this request is required to obtain a benefit in accordance with the National Historic Preservation Act, as amended (16 U.S.C.460 et seq.).

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*This project was funded through an Emergency Supplemental Historic Preservation Fund grant from the National Park Service that addresses damage inflicted by Hurricane Harvey. In January 2020, National Park Service staff concurred that this property is eligible for the National Register of Historic Places.*

## Description

The Mary Christian Burleson House, built c. 1847, is a single-story, hall-and-parlor plan wood frame residence with a rear shed addition in Elgin, Bastrop County, Texas. It has a rectangular footprint, side-gable roof, and full-length, south-facing porch at the primary façade. Sited approximately 1 mile north of Elgin's nineteenth century downtown, the 1-acre nominated property has two contributing resources: the wood-frame house and ca. 1870 cistern. There are three noncontributing resources—a ca. 1880 cistern, ca. 1900 barn, ca. 1900 perimeter fence—that were built after the period of significance. The property, located on the outskirts of Elgin, predates the city's establishment. The large, tree-filled lot is secluded, allowing the Mary Christian Burleson House to retain its integrity of setting as a 19<sup>th</sup>-century rural homestead. Alterations to the floorplan and loss of original materials happened gradually through subsequent ownership and decades of deferred maintenance. Nevertheless, the house is a rare surviving local example of mid-19<sup>th</sup> century pre-railroad residential design and retains good integrity of overall design, setting, location, and association. The current property owner has undertaken significant efforts to stabilize and survey the house and property.

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## Setting

Directly below the Balcones Escarpment and a region of the upper Gulf coastal plains, Bastrop County has plentiful timber and prairies. It has both secondary forests and woodlands, comprised of blackjack, oak, elm, pecan, and other trees, and Blackland Prairies in the northwest. The prairies have timber including oak, pecan, elm, mesquite, and bois d'arc. The terrain is characterized by rolling uplands and broken hills.<sup>1</sup> Surface layers of sandy, loamy soils dominate, and post oak, cedar, hickory, elm, and walnut are abundant.<sup>2</sup> The Colorado River courses north-south through the county.

Elgin, Texas, is at the north edge of the diamond-shaped Bastrop County. The town is approximately 17 miles north of Bastrop, the county seat. United States Highway 95 South, which roughly parallels the north-south Union Pacific Railroad tracks, connects the two towns. The core of Elgin is organized in a grid aligned parallel to the Houston & Central Texas Railroad tracks. After East 2<sup>nd</sup> Street, to the north of the commercial district, an area of residential development is also organized in a grid, oriented at about a 45-degree angle from downtown. Commercial, religious, civic, railroad-related transportation, and educational resources comprise downtown Elgin, with domestic resources to the north and west.

The Christian Burleson Home is on the north side of Louise Street, a residential street at the north edge of Elgin, west of the intersection of Louise and Lexington Streets (**Figure 1**). Mary Christian Burleson and her family constructed the building on the Thomas Christian Headright, League No. 26, Abstract No. 26, before the establishment and platting of Elgin. The field notes for League No. 26 describe the land as "east of the Colorado [River] and north of the San Antonio Road," and it totaled 1 league, or 4,428.4 acres.<sup>3</sup> The current property's legal description is "Mary Christian

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<sup>1</sup> Bill Moore, *Bastrop County: 1691-1900* (Nortex Press, 1977). Paula Mitchell Marks, "Bastrop County," *Handbook of Texas Online* (1976, Revised 2020), <https://www.tshaonline.org/handbook/entries/bastrop-county>.

<sup>2</sup> Paula Mitchell Marks, "Bastrop County," in *Handbook of Texas Online*, 1976, Revised 2020.

<sup>3</sup> Texas General Land Office, *Thomas Christian Survey (4,428.4 acres), Bastrop County, Abstract 20, Spanish Collection 18:19. Patented to Christian, October 29, 1832*, Texas General Land Office (1832).

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Burleson Homestead Subdivision, Lot 1, Acres 1,” and it is surrounded by a 22-acre portion of the “Mary Christian Burleson Homestead Subdivision, Lot 2.”<sup>4</sup>

The house is on a fenced acre of land that reflects the rural character of a late-nineteenth-century rural homestead. Two cisterns, dating to ca. 1870 and ca. 1880, are north of and adjacent to the house (**Figure 2**). A barn, likely built in the twentieth century, is north of the house at the edge of the property, and minimal remnants of materials that comprised a cedar cattle chute are extant. A gravel driveway and stone pavers lead into the property and to the house. The property is enclosed by a barbed wire and post fence (**Figure 3**).

The adjacent area remained rural for nearly a century (**Figure 11**). The area north of Louise Street was undeveloped through the 1950s.<sup>5</sup> On the south side of Louise Street are late-twentieth century and early twenty-first-century homes. Before the 1960s, the Christian Burleson House driveway extended north, and two substantial buildings were extant.<sup>6</sup> A late-1980s, single-family residential development is on the east side of Lexington Street, facing the Christian Burleson House.<sup>7</sup>

#### *Previous Documentation and Site History*

In 2015, Architexas Architecture, Planning and Historic Preservation, Inc. (Architexas), drafted “Mary Christian Burleson Homestead Historic Structure Report and Preservation Plan,” which documented the history and existing conditions of the building and site. Prepared for the Mary Christian Burleson Preservation and Development Foundation, a non-profit organization that oversees the property, the report documents the ownership history, construction of the building and materials, an archeological survey, and conjectural drawings of the current and historical plans. The chain of title for the property documents that Christian Burleson owned the property until her 1870 death. Daughter Nancy Christian Gatlin owned it subsequently. Eight different families owned the property between the 1890s and the 1940s. In 1952, Joseph Higgins purchased the property and, in 1954, the Teague family purchased it. The property was vacated in the 1970s and remained uninhabited until restoration efforts began in the 2010s.<sup>8</sup> As of 2023, most of the land surrounding the property has been sold, and a brewery was being constructed to its north.

The report’s archeological site survey of the 1-acre property was conducted by Cristin Embry. The survey suggested expected types of archeological remains; results of a January 2015 pedestrian surface inspection; a description of outbuildings, fences and walkways, and cisterns; historic and current accounts of vegetation and plantings; archeological concerns associated with ground disturbance; and recommendations for further research. Subsurface excavation revealed intact archaeological deposits present at the site.<sup>9</sup>

The 2015 report provided 1950s and 1960s site maps of the 23-acre Mary Christian Burleson Homestead Subdivision, based on interviews with previous owner Ed Teague. These are the earliest available descriptions of the homestead, including features that are not extant, and they only describe a small portion of the Thomas Christian Survey. The

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<sup>4</sup> Bastrop County Clerk, *Bastrop Central Appraisal District Records*, Bastrop County Clerk (n.d.).

<sup>5</sup> Anonymous, *Bastrop County, Texas* (Nationwide Environmental Title Research, LLC), 1959.

<sup>6</sup> Anonymous, *Bastrop County, Texas*, 1959; Anonymous, *Bastrop County* (Nationwide Environmental Title Research), 1974.

<sup>7</sup> Anonymous, *Bastrop County* (Nationwide Environmental Title Research), 1989; Anonymous, *Bastrop County* (Nationwide Environmental Title Research), 1981.

<sup>8</sup> Architexas Architecture Planning and Historic Preservation Inc., “Mary Christian Burleson Homestead Historic Structure Report and Preservation Plan” Prepared for the Mary Christian Burleson Homestead Development Foundation (2015).

<sup>9</sup> Cristin Embree, “Mary Christian Burleson Homestead Community Archeological Survey,” Site 41BP928, December 14, 2015, On file at the Texas Historical Commission.

; Architexas Architecture Planning and Historic Preservation Inc., “Mary Christian Burleson Homestead Historic Structure Report and Preservation Plan.”

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1950s map depicts the house with a front porch and entrance centered on the east façade, and a back porch on the north façade between the two cisterns. Directly west of the house is a sinkhole and to the north is a shed the Teague family built. A flower garden, peach orchard, and brooder house were central on the site map. To the north of the orchard was a shed and chicken coop, and a barn was to the east. These elements, and the gravel driveway, are within the perimeter fence. North of the fence is a three-hole outhouse and remnants of a nineteenth-century barn that may have been demolished in the 1940s. To the west of the 1-acre nominated property is pasture and to the east is a 4-acre garden. The 1960s map depicts a possible nineteenth-century midden north of the garden, a “rattlesnake canyon” and a “trash canyon” northwest of the house, and a log cabin the Higgins family built at the 23-acre property’s northeast corner.<sup>10</sup>

Today, the 1-acre parcel has the Christian Burleson House facing south on Louise Street, accessed by the north-south gravel driveway depicted in the mid-twentieth century maps, two cisterns at the north side of the house, a barn with fenced corral at the north end of the acre, a barbed-wire and post perimeter fence, and remnants of a cattle chute.

*Dating the Christian Burleson House*

A variety of sources guided deciphering the construction date of the Christian Burleson House and associated resources. Oral histories, accounts recorded by local educator A. H. Carter, and anthologies, including the Lewis Publishing Company’s 1893 *History of Texas Together with a Biographical History of Milam, Williamson, Bastrop, Travel, Lee and Burleson Counties*, describe Mary Christian Burleson moving to the Christian Survey in 1840 and constructing a log cabin, then returning in 1847 to construct a more-permanent residence. Carter describes an expansion of the second home in 1855.<sup>11</sup> In 2012, anthropologist Dr. Michael B. Collins observed that certain timbers, juniper poles, waney lath, wood pegs, and nails dated to the 1840s or 1850s.<sup>12</sup> The 2015 archeological site survey by Embry corroborated construction dates for the house and other resources.<sup>13</sup>

*Christian Burleson House and Property, 1847 to 1870*

The likely appearance of the 1847 Christian Burleson homestead is based on known sources: existing conditions, oral histories, research conducted for the 2015 Architexas report, and sources on typical house forms from the period of significance. The 1847 vernacular house was wood-frame, and likely built in the hall-and-parlor form with side-gable roof. It featured a full-length integrated front porch facing south with two single-door entrances; six-over-six, double-hung wood windows; and an exterior east chimney at the west façade. The exterior walls were clad in wood weatherboard siding, possibly of varying dimensions, and secured with square nails. Wood posts formed the foundation, and the building was secured with mortise and tenon joinery. Available timber like post oak, long leaf pine, and roughhewn cedar would have been used. The interior likely had two rooms flanking a central hall. The house was expanded with a rear (north) addition by 1855, a typical modification to the hall-and-parlor form. The rear, broken gable roof was likely a result of this modification.

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<sup>10</sup> Architexas Architecture Planning and Historic Preservation Inc., "Mary Christian Burleson Homestead Historic Structure Report and Preservation Plan."

<sup>11</sup> A. H. Carter, "Notes on the Early History of Elgin" Bastrop Public Library (n.d.).

<sup>12</sup> Architexas Architecture Planning and Historic Preservation Inc., "Mary Christian Burleson Homestead Historic Structure Report and Preservation Plan."

<sup>13</sup> Architexas Architecture Planning and Historic Preservation Inc., "Mary Christian Burleson Homestead Historic Structure Report and Preservation Plan."

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Tax records provide clues to the homestead's historical setting. In 1850, the year that Christian Burleson appears to have had the largest number of livestock with more than 200 head of cattle, she cultivated 6 acres.<sup>14</sup> In subsequent years, Christian Burleson owned fewer cattle, one or two horses, and several dozen swine. During this settlement period, cattle were typically branded and roamed unfenced, while horses and swine would have been penned.<sup>15</sup> It is likely that her penned livestock and a small garden were adjacent to the house.<sup>16</sup>

### Mary Christian Burleson House

The Burleson House is a one-story, wood-frame vernacular residence with a rectangular main footprint, side-gable roof, and full-length, south-facing porch at the primary façade (**Resource 1 on Figure 2; Photograph 1-9**). It is sited on 1 acre out of the Thomas Christian Survey, with characteristics representative of a rural agricultural property type. The following summary of the building's construction, dimensions, and materials is an update to the 2015 report's description of then-current conditions.

The main house is 32 feet square with a 4-foot-wide, full-length integrated porch that faces south on Louise Street (**Photograph 1**). The main volume sits on five rows of historic and replacement wood posts with flat tops and unfinished sides sitting on square, poured concrete pads. The posts support two east-west wall frames with base plates made of 8-inch square hand-hewn timber, possibly longleaf pine (**Photograph 10**). The walls are constructed from a mix of 4-inch square and 2-inch by 4-inch studs with tenons at the bottom inserted into mortises in the base plates.<sup>17</sup> The plan of the house may have been expanded from one-room-deep in 1847 to the current, two-room-deep footprint in 1855.

#### *Roof Construction*

The dual-pitched gable roof is clad in corrugated metal. It is constructed from sawmill slab lath nailed to unfinished juniper pole rafters set between 32 and 36 inches on center from one another. The rafters terminate at the top plate of the exterior wall frames (**Photograph 21**). A ceiling hatch to the attic is in the main bedroom (**Photograph 14**). The 2015 report does not definitively date the roof; however, it suggests the profile is typical of the mid-nineteenth-century form and that the materials and axe marks suggest the roof predates 1870.<sup>18</sup> The broken gable may be a result of the 1855 rear addition.

#### *South Façade*

The primary south façade has a full-length integrated porch that faces Louise Street (**Photographs 1-4**). The exterior wall is clad in wood, weatherboard siding that varies in width from 2.25 to 7 inches wide. Vertical, wood corner boards are extant. Two single paneled, wood front doors, nearly symmetrical, lead to separate rooms; one door has four panels, and the other has two (**Photographs 2-4**). This facade has openings for three windows between and flanking

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<sup>14</sup> Census Office U.S. Department of the Interior, Bastrop County, Production of Agriculture 1850 (Manuscript), Ancestry, Washington, D.C., 1850.

<sup>15</sup> Randolph B. Campbell, *An Empire for Slavery: The Peculiar Institution in Texas, 1821–1865* (Louisiana State University Press, 1989).

<sup>16</sup> The configuration of the property that Mary Christian Burleson inhabited and cultivated during the period of significance is unknown; therefore, the approximate location of the 1-acre nominated property within the larger Thomas Christian Survey is indicated on **Figure 8** for reference.

<sup>17</sup> Architexas Architecture Planning and Historic Preservation Inc., "Mary Christian Burleson Homestead Historic Structure Report and Preservation Plan."

<sup>18</sup> Architexas Architecture Planning and Historic Preservation Inc., "Mary Christian Burleson Homestead Historic Structure Report and Preservation Plan."



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the doors, although none are extant; multiple-light, double-hung wood windows likely filled these openings. The porch has wood ceiling boards painted white and blue. Few of the original wood floorboards remain, and the porch is in poor condition.

*East Façade*

The east façade faces the north-south gravel driveway from Louise Street. The wall is clad in wood, weatherboard siding of varied widths with vertical wood corner boards. A four-panel, single wood door is centered under the indication of a gable-roof portico that likely covered the main entrance when it shifted to this side of the building after the period of significance (**Photograph 5**). A mid-twentieth-century photograph, the earliest available of the building, depicts this later entrance (**Figure 12**).<sup>19</sup> Three windows on this façade are boarded on the exterior, one is south of the door and the other two are to its north. Remnants of eight-over-eight, double-hung wood windows extant in the frames are likely not original.

*North Façade*

The north façade is likely part of the 1855 expansion of the house. The wall is clad in wood, weatherboard siding of varied widths with vertical, wood corner boards. Vertical wood boards with some overlapping horizontal boards have been installed at the west end of this façade and are not original. There is a boarded single door opening on the west side of the north façade and two boarded windows on the east side (**Photographs 6-8**). These windows were likely multiple light, double-hung wood windows.

*West Façade*

The west façade has three boarded openings and a plywood sheet over the west end of the south-facing porch. The wall is clad in weatherboard wood siding of varying widths with remnants of white paint. Metal sheets temporarily patch areas where siding is missing. At the north end of the west façade, a four-panel, single wood door, visible from the interior, has an exterior plywood cover (**Photograph 8-9**). This entrance is part of the 1855 addition. To the south, there is a boarded door opening; this was likely a later-altered original window opening. Farther south are two six-over-six, double-hung wood windows boarded on the exterior with remnants in the frame. These window units may be original to the house and installed in this nonhistoric location from elsewhere. Evidence of fire-damaged beams at the foundation and ghosting on the interior wall suggest an external chimney was on this façade at one time.<sup>20</sup>

*Interior*

The interior of the Burleson House consists of four adjacent rooms which functioned as two bedrooms, a kitchen/dining room, and a living room (**Figure 4**). It is likely that the ca. 1847 house was constructed to be one room deep, possibly with a hall between the two rooms. The rear rooms may have been part of the ca. 1855 addition A. H. Carter described in the 1930s.<sup>21</sup>

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<sup>19</sup> Architexas Architecture Planning and Historic Preservation Inc., "Mary Christian Burleson Homestead Historic Structure Report and Preservation Plan."

<sup>20</sup> Architexas Architecture Planning and Historic Preservation Inc., "Mary Christian Burleson Homestead Historic Structure Report and Preservation Plan."

<sup>21</sup> Carter, "Notes on the Early History of Elgin."

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The south-facing porch leads to a main bedroom at the southwest quadrant of the house that was likely part of the 1847 house. It is the largest room in the house (**Photographs 11-14**). Along its east wall, is a framed closet at the south corner, and in the north corner, a large ceiling hatch opens to the attic and roof structure. Along the west wall, the ghost of a fireplace mantle is on the paneling (**Photograph 11**). Charred beams at the foundation indicate the former location of an external chimney. This interior space has walls clad in wide horizontal board, painted light blue. The ceiling is clad in wide, light blue/green painted wood board. Wood floorboards, 3.25 inches wide, are in poor condition and missing in many locations. Wood bracing is installed throughout the room for support.<sup>22</sup>

The east entrance leads to the living room at the southeast quadrant of the building that was also likely part of the 1847 house (**Photographs 15-16**). This room. The walls are clad in green-painted, wide boards oriented horizontally on the north, south, and east walls, and vertically on the west wall. The wood floorboards are 3.25 inches wide, blue-painted ceiling boards are intact, and in fair condition.<sup>23</sup>

To the north, in the northeast quadrant of the building, is the back bedroom, likely part of the 1855 rear addition (**Photographs 17-18**). It has pink-painted gyp board walls, wood flooring, and unpainted, wide wood ceiling boards. There is a closet constructed from partition walls at the southwest corner. Door frames between the living room and back bedroom and the back bedroom and kitchen, to the west, are intact, but the doors are gone. The finishes are in poor condition. The gyp board and flooring were likely installed outside of the period of significance.

The kitchen, at the northwest corner of the building, was likely part of the 1855 rear addition, and historically may have had a different function (**Photographs 19-20**). A nonhistoric kitchen addition that once protruded from the west door of this room was removed. The rectangular kitchen has blue-painted wood board on the walls. The width varies and it is oriented horizontally on all walls except for the east wall between the back bedroom and kitchen. Small remnants of wallpaper and cloth are on the walls. Paneled, single wood doors are extant in the north, rear exits and between the kitchen and main bedroom to the south. The ceiling boards have been removed, exposing the roof structure. The wood flooring that remains is in poor condition.

The 2015 Architexas report notes that the ceiling height in some rooms and the flooring may have been altered. It describes the ceilings in the living room and main bedroom as lowered. The floorboards in all rooms range in width from 2.25 inches to 3.25 inches and are in poor condition. Original floorboards would likely be 5 inches or wider. For example, some 5-inch-wide flooring is in the back bedroom closet, but throughout the house, varied floorboard widths indicate several replacement campaigns.

### *Cisterns*

Two cisterns are adjacent to the north side of the Burleson House (**Photograph 7**). The eastern cistern, partially above ground and filled with debris, was constructed from irregularly sized native stones with grey mortar (**Resource 2 on Figures 2 and 3; Photograph 25**). In the 2015 Architexas report, Embry refers to this as a beveled-shoulder cistern and describes remnants of a gutter system connecting the cistern to the house. It is 3 feet in diameter and covered with a 2-inch by 8-inch wood board added sometime in the twenty-first century. The Teague maps refers to this as a bottle cistern, and Embry estimates it was built between the early 1860s and the late 1870s, and possibly associated with Christian Burleson.<sup>24</sup>

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<sup>22</sup> Carter, "Notes on the Early History of Elgin."

<sup>23</sup> Carter, "Notes on the Early History of Elgin."

<sup>24</sup> Architexas Architecture Planning and Historic Preservation Inc., "Mary Christian Burleson Homestead Historic Structure Report and Preservation Plan."

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The western sandstone-lined bell cistern with stucco plaster lining is submerged (**Resource 3 on Figures 2 and 3; Photograph 26**). Embry refers to it as a bell cistern, and it is currently capped with concrete. The bell cistern is the most common type in Texas and was often constructed under the kitchen floor of a house.<sup>25</sup> The Teague maps note this bell cistern and midden that Embry suggests was built between the 1880s to 1900; it is unlikely to be associated with Christian Burleson.<sup>26</sup>

*Barn*

A ca. 1900 wood-frame barn with vertical wood-siding and a shed roof clad in corrugated metal is at the north edge of the nominated property (**Resource 4 on Figures 2 and 3; Photographs 23–24**). The building has three interior spaces: an enclosed central room entered through a single door, flanked by two smaller spaces with low cut-out entryways. A hog-wire fence surrounds the building and a corral to the south. The Teague maps do not provide construction dates for this building; however, they do depict a nineteenth-century barn to the northeast that is no longer extant, and it is likely that this barn was built later.<sup>27</sup> As late as 1959, at least three buildings were in the immediate vicinity of this barn, but are not extant.<sup>28</sup> The barn's materials, configuration, and likely ca. 1900 construction date indicate that the building postdates the period of significance. Further archeological investigation may reveal more information about the building.

*Fence and Driveway*

The 1-acre property has a perimeter fence made from barbed wire and unfinished posts of various dimensions (**Resource 5 on Figures 2 and 3; Photograph 27**). Remnants of an unpaved driveway lead from Louise Street north about halfway into the property at the east side of the house. A straight row of nonhistoric inset pavers leads from the driveway westward to the house's east façade.

*Alterations to the Christian Burleson House*

The Christian Burleson House underwent a series of alterations, many of which were recorded in the Architexas report based on interviews by Embry. A 1988 source noted that the Christian Burleson House was built directly in front of the family's original log cabin, and some of the cabin's materials were incorporated in the construction of the newer home.<sup>29</sup> Ed Teague, whose family purchased the house in the 1950s, heard that the house was originally an L-plan and that a fire burned two rooms, including a rear kitchen. He also learned from neighbor Chessy Scott that the house once had a breezeway. Patsy Hoffman, a visitor to the house as a child, recalled that the building has been its current configuration since at least the 1940s. Hoffman's 1940s site plan shows a fireplace on the west wall that is no longer extant.<sup>30</sup>

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<sup>25</sup> Architexas Architecture Planning and Historic Preservation Inc., "Mary Christian Burleson Homestead Historic Structure Report and Preservation Plan."

<sup>26</sup> Architexas Architecture Planning and Historic Preservation Inc., "Mary Christian Burleson Homestead Historic Structure Report and Preservation Plan."

<sup>27</sup> Architexas Architecture Planning and Historic Preservation Inc., "Mary Christian Burleson Homestead Historic Structure Report and Preservation Plan."

<sup>28</sup> Anonymous, *Bastrop County, Texas*, 1959.

<sup>29</sup> Architexas Architecture Planning and Historic Preservation Inc., "Mary Christian Burleson Homestead Historic Structure Report and Preservation Plan."

<sup>30</sup> Architexas Architecture Planning and Historic Preservation Inc., "Mary Christian Burleson Homestead Historic Structure Report and Preservation Plan."

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### *Restoration*

To preserve the property's physical integrity, the Mary Christian Burleson Preservation and Development Foundation, a local non-profit organization, is restoring the house. Grant funding from the Texas Historical Commission has supported research and planning for the work that the agency is overseeing. Phase I work will include stabilization, new foundation footings, reopening the porch, foundation beam repairs, and window salvage, plus emergency repairs to siding and roof panels damaged by Hurricane Harvey in 2017. The rear, nonhistoric-age kitchen addition was removed, and the building's exterior "envelope" will be restored.

### **Integrity**

The Christian Burleson House retains its historical and physical integrity, epitomizing the evolution of a mid-nineteenth-century agricultural homestead and reflecting early settlement practices in Bastrop County. Contributing resources on the property, the house and the beveled-shoulder cistern, are in their original locations. The setting has changed with the nearby development and both construction and demolition of buildings and structures since 1870, the end of the period of significance. Yet vegetation screens the perimeter of the property from most viewsheds of modern encroachments. The three noncontributing resources on the property, each built by about 1900, do not distract from or diminish integrity of setting. As a result, this relatively intact setting conveys the rural aesthetic of a small-scale nineteenth-century farm and retains integrity of feeling.

The Christian Burleson House and cistern retain their integrity of design, materials, and workmanship. The cistern, mostly underground, appears to be intact. The original one-room-deep, hall-and-parlor design evolved with a conventional addition, two rear rooms, possibly built ca. 1855, with the rear broken-gable roofline as evidence. Some wood siding and interior flooring, wall paneling, and ceiling board materials are missing, rotted, or displaced. Modifications include removal of the chimney/fireplace, boarded or added fenestration, and replacement siding. Nevertheless, the house has much of its original and historic-period materials—its post oak foundation posts, mill-sawn timbers, juniper roof poles and wany lath, and mortise-and-tenon connections—common vernacular construction materials in nineteenth-century Central Texas.

Documentation links the associative qualities of the property with its nineteenth-century history. Primary sources, secondary materials, and oral tradition indicate that the Christian Burleson House reflects the evolution of vernacular construction in Bastrop County from settlement through the mid-nineteenth century.

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## Statement of Significance

The oldest building in Elgin, Bastrop County, Texas, the mid-nineteenth-century Mary Christian Burleson House is representative of domestic architecture built during settlement of Austin's Little Colony. Constructed between ca. 1847 and ca. 1855 for the twice-widowed Mary Randolph "Polly" Buchanan Christian Burleson family, the building is an example of pre-railroad vernacular architecture once common in Texas. The property also has a barn, two cisterns, and fencing; one of the cisterns was likely constructed during Mary Christian Burleson's lifetime. The Christian Burleson House is nominated under Criterion A in the area of Exploration/Settlement at the local level of significance as the earliest extant Anglo homestead in Elgin associated with Anglo settlement, and under Criterion A in the area of Ethnic Heritage: Black as the institution of slavery was intertwined with the early settlement experience. Finally, it is nominated under Criterion C in the area of Architecture at the local level of significance as an example of mid-nineteenth-century vernacular architecture on the Texas frontier. The period of significance for all three criteria begins c. 1847, to account for the building's likely construction date, and extends to Christian Burleson's 1870 death, to accommodate improvements to the property during her occupation.

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## CRITERION A: EXPLORATION/SETTLEMENT

### Settlement of Bastrop County

Anglo-American settlement of Central Texas began in the early 1820s with Stephen F. Austin's colonies. The first to bring Anglo-American settlers to Mexican Texas, Austin's initial two colonies were in southeast Texas, in the present-day counties of Fayette, Grimes, and Washington, among others.<sup>31</sup> The last to form, known as the Little Colony, included part of present-day Bastrop County, east of Austin, and Travis County.<sup>32</sup> Although Thomas Christian, Mary Christian Burleson's first husband, received a land grant in the Little Colony in 1832, like many pioneers, he was slow to improve his land due to a climate of local political uncertainty and conflict with Native American tribes forced from their lands. It was not until the late 1840s that the widowed Mary Christian Burleson established a permanent homestead on the Christian property at the northern edge of the county and settled the land that would become Elgin, Texas, where she remained until her 1870 death.

### *Bastrop County Before Anglo-American Settlement*

Indigenous occupation of Bastrop County has existed for more than 1,000 years, and the various local tribes had differing responses to Mexican governance and Anglo-American pioneers. Comanches, Apaches, and Caddos were initially in favor of peace treaties and potential trade with the Mexican government. Tribes who had more recently moved into Texas, including the Cherokees, Delawares, Shawnees, and Kickapoos, were interested in land grants and the favor of Mexican officials, aiding in fights against tribes who were hostile towards new immigrants. The Wichitas were less interested in working with the Mexican government. The Karankawas and Tonkawas, who historically inhabited Bastrop County, remained independent of new settlers before Stephen F. Austin's colonization efforts. In the early 1820s, the Native American population of more than 20,000 outnumbered Anglo American and Mexican inhabitants.<sup>33</sup>

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<sup>31</sup> Ernest Allen Connally, "Architecture at the End of the South: Central Texas," *Journal of the Society of Architectural Historians*, Volume 11, No. Dec. 1952 (1952); Christopher Long, "Old Three Hundred," in *The Handbook of Texas History*, 1952, revised 2019.

<sup>32</sup> Connally, "Architecture at the End of the South: Central Texas."

<sup>33</sup> Randolph B. Campbell, *Gone to Texas: A History of the Lone Star State* (Oxford University Press, 2003).

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From his 1821 visit to Texas, Austin wrote in his journal that Indians were “universal enemies to man” and this sentiment persisted as his Anglo-American colonists arrived.<sup>34</sup> Conflict began early and aggressively. In response to accusations of theft and murder by the Karankawas, Austin led 90 men, 30 of whom were enslaved from Jared Groce’s plantation, in an armed confrontation. The Karankawas were pushed into Goliad, and they agreed to move west of the Guadalupe River to maintain peace. Competition with other tribes for resources in this area led the Karankawas to venture back into the colony, leading to attacks from white settlers. Austin, and later DeWitt, established colonies between the Wichita’s principal villages near Waco and their raiding targets near San Antonio and Goliad that resulted in a decades-long conflict. Like the Karankawas, the Wichitas were eventually pushed out of their villages.<sup>35</sup>

The Karankawas and Cherokees maintained positive early relationships with Anglo-American settlers. Both groups aided in conflicts against other tribes, including the Karankawas and Wichitas. Despite amiable relations, by the mid-1830s, most Native American tribes had been displaced from the Bastrop County area.<sup>36</sup>

*The Little Colony*

In 1820, Spain opened Texas to Anglo American settlers. Prior to this, Spain did not allow foreigners to settlers its territories; however, there was little interest of Spaniards to move to the area. Three small settlements at Nacogdoches, San Antonio de Bexar, and La Bahia del Espiritu Santo (now Goliad) were inhabited by the early nineteenth century. In 1821, Mexico was granted independence from Spain and continued to try to draw Anglo-Americans to the area. Anglo-American pioneers were attracted by cheap land and the lack of agreements between Mexico and the United States enabling debt collectors or law enforcement to enter the territory. Furthermore, Anglo-Americans believed that the eastern side of Texas would eventually be acquired by the United States.<sup>37</sup>

Between 1825 and 1835, the Austin family facilitated the introduction of settlers and land grants for more than 1,000 titles across their colonies.<sup>38</sup> Colonization efforts began in 1820 when Stephen F. Austin’s father, Moses Austin, arrived to San Antonio de Bexar with an enslaved man named Richmond, and implored Governor Antonio de Martinez of Spanish Texas for permission to settle 300 families in Texas.<sup>39</sup> His initial request refused, the senior Austin consulted with Felipe Enrique Neri, Baron de Bastrop. The Dutch-born Baron de Bastrop, working for the Spanish government after a failed attempt to establish a colony in Louisiana, supported Austin’s land request, which was approved in January 1821. Moses Austin died that June, and his son traveled through San Antonio and Goliad before selecting a valley between the Brazos and Colorado Rivers to establish a new settlement on his father’s behalf.<sup>40</sup> Martinez agreed to allow Austin to provide land grants of 640 acres for the head of a family, 320 for a wife, 160 for a child, and 80 acres for each enslaved person. Austin would receive 12.5 cents per acre granted.<sup>41</sup>

By late 1821, Austin’s first pioneers settled in Washington-on-the-Brazos and Columbus, on the Colorado River. Two years later, the colony of San Felipe de Austin became headquarters of Austin’s settlements, and more Anglo-American settlers, primarily of English and Scottish ancestry and emigrating from Tennessee, Alabama, Georgia, and

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<sup>34</sup> Campbell, *Gone to Texas: A History of the Lone Star State*, 115.

<sup>35</sup> Campbell, *Gone to Texas: A History of the Lone Star State*.

<sup>36</sup> Campbell, *Gone to Texas: A History of the Lone Star State*.

<sup>37</sup> Margaret S. Henson, "Anglo-American Colonization," in *Handbook of Texas Online*, Texas State Historical Association, 2021.

<sup>38</sup> The Texas General Land Office, "Austin's Colony Records," n.d.

<sup>39</sup> Lucile Jackson Perkins, "The Local History Approach to Teaching Social Studies: A Compilation of Historical Data on Bastrop, Texas" (University of Texas at Austin, 1954), University of Texas at Austin Libraries; Campbell, *An Empire for Slavery: The Peculiar Institution in Texas, 1821–1865*.

<sup>40</sup> Lucile Jackson Perkins, "The Local History Approach to Teaching Social Studies: A Compilation of Historical Data on Bastrop, Texas".

<sup>41</sup> Eugene C. Barker, "Austin, Stephen Fuller," in *Handbook of Texas Online*, Texas State Historical Association, 2021.

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Mississippi, arrived in Texas.<sup>42</sup> The first 300 families had settled by 1825, and the population equaled 1,800, 443 of whom were enslaved.<sup>43</sup> Austin was granted additional land to settle 500 more families. Two years later, Austin received a third grant to settle 100 families north of the San Antonio Road and east of the Colorado River in the Little Colony, which encompassed the approximate area of current-day Bastrop County.<sup>44</sup> Austin personally selected his colony's settlers to be "as enlightened, as moral, as good, and as law-abiding men as can be found in any part of the United States, and greatly more so than ever settled a frontier."<sup>45</sup> Early settlers were usually farmers, attracted by the fertile land, who brought enslaved persons and established homesteads and small communities with commercial, institutional, and public amenities.<sup>46</sup>

During the late 1820s, pioneers established farms and developed transportation routes connecting them to small communities and, each other, along the way. Settlers began with subsistence farms of hog, cattle, corn, and small gardens, and they lived in quickly constructed one- or two- room log cabins with dirt floors and no windows. The establishment of cash crops, in particular of cotton, developed shortly after. This larger scale agriculture was only possible with enslaved labor, and many of the first settlers were enslavers. Six hundred bales of cotton were produced in 1827.<sup>47</sup> In 1828, James Goacher established a trace, or road, from the lower settlements of the Little Colony that encouraged pioneers to the area. Thomas Thompson cleared farmland near the Colorado River crossing but waited for other permanent occupants before homesteading. The next summer, Martin Wells established a home near the river crossing, followed by Moses Rousseau and James Burleson. In the fall of 1829, Edward Jenkins and his family settled 5 miles south of the crossing; but most early local Anglo emigrants, like Joseph Duty, Josiah Wilbarger, Robert Coleman, William Barton, Jesse Barker, and Lehman Barker, developed land near the crossing.<sup>48</sup>

The Little Colony was called Mina from 1827 to 1832, and a governing body known as the *Ayuntamiento* was organized to oversee its incoming settlers.<sup>49</sup> Titles for one or one-half leagues were issued in the Little Colony Contract of 1827 from June 25, 1832, first to Isaac Harris, through February 6, 1833. The Foundation of the Town of Bastrop was also granted four leagues on the east bank of the Colorado River at the San Antonio Road. In total, 61 grantees received 49.5 leagues in the contract. Among the first settlers in the Little Colony were Josiah Wilbarger with one league on the "Colorado E Side" (date of title October 22, 1832); John Burleson with one league on the "Colorado E Side, Joins Gilleland" (date of title October 30, 1832); and Thomas Christian with one league on the "Colorado, Sisc League North of Bastrop (not on the...illegible)" with a title date of October 29, 1832.<sup>50</sup> Although a community was forming around the future town of Bastrop, most of the earliest pioneers, like Joseph Duty, Josiah Wilbarger, Robert Coleman, William Baron, Jesse Barker, and Lehman Barker, settled along the river outside of town. In 1830, a traveler recorded only two families and a bachelor, one of whom was thought to be Hornsby, living in camps in the town of Bastrop.<sup>51</sup>

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<sup>42</sup> Connally, "Architecture at the End of the South: Central Texas."

<sup>43</sup> Lucile Jackson Perkins, "The Local History Approach to Teaching Social Studies: A Compilation of Historical Data on Bastrop, Texas"; Campbell, *Gone to Texas: A History of the Lone Star State*. Moore, *Bastrop County: 1691-1900*.

<sup>44</sup> Lucile Jackson Perkins, "The Local History Approach to Teaching Social Studies: A Compilation of Historical Data on Bastrop, Texas". Moore, *Bastrop County: 1691-1900*.

<sup>45</sup> Moore, *Bastrop County: 1691-1900*. Page 25.

<sup>46</sup> Connally, "Architecture at the End of the South: Central Texas."

<sup>47</sup> Campbell, *Gone to Texas: A History of the Lone Star State*.

<sup>48</sup> Lucile Jackson Perkins, "The Local History Approach to Teaching Social Studies: A Compilation of Historical Data on Bastrop, Texas".

<sup>49</sup> Moore, *Bastrop County: 1691-1900*.

<sup>50</sup> Moore, *Bastrop County: 1691-1900*. Pages 29-32

<sup>51</sup> Baron de Bastrop had previously tried and failed to establish a German settlement in the town of Bastrop vicinity in 1823. Paula Mitchell Marks, "Bastrop, Texas," in *Handbook of Texas Online*, 1976, Revised 2018.

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Conflict with the Mexican government and a growing population led to unrest. In 1835, after disagreements between Austin and the Mexican government, President Antonio Lopez de Santa Ana tried to enforce colonial rule. On October 2, 1835, the Battle of Gonzales began the Texas Revolution which concluded with victory and Texas independence under General Sam Houston at the Battle of San Jacinto on April 21, 1836. Houston was elected president of the Republic of Texas, and the population grew substantially. At the beginning of the Republic era, Texas had an estimated 30,000 Anglo Americans, 3,478 Tejanos, 14,200 American Indians, and 5,000 enslaved persons.<sup>52</sup> By 1850, the Republic had 212,000 people. It increased to more than 600,000 in 1860. Despite this increase, the Republic population remained rural with only about 20 towns of 1,000 or more inhabitants.<sup>53</sup>

During the 1840s and 1850s, concentrations of rural agriculturists began to form communities, with vehicular roads connecting them to the county seat. In 1850, 74 percent of the county were rural farm families. Early farms in the Little Colony were on the east side of the Colorado River and along its banks; however, by the late 1840s, several communities developed west of the river including Walnut Creek Settlement, Cedar Creek Settlement, and Jenkins Prairie. In the northwest of the county, to the south of the Christian Survey, a concentration of residents became the community of Grand Prairie, later named Youngs Settlement, with a post office by 1849.<sup>54</sup> Transportation routes were developed and refined to connect Bastrop with the new settlements.

### *Town of Bastrop*

Settlers in the Little Colony focused on improving their farms and cultivating the rich soil of Bastrop County. Corn and cotton were early crops. Farmers, many of whom utilized enslaved labor, plowed their fields with oxen, mules, or horses. Hogs were raised for meat, cows provided dairy, and abundant wild game in nearby piney woods were a regular food source. Pioneers built modest cabins or houses from locally available pine. Nearby timber included oak, cedar, walnut, and pecan. Neighbors often lived great distances from one another and lived simply, making their own rudimentary furniture, and eating from their gardens.<sup>55</sup>

Settlers came to present-day Bastrop County in the early 1830s, yet the town of Bastrop was the only formally established community until the 1870s when the railroad arrived.<sup>56</sup> In 1832, Jose Miguel de Arciniega officially platted a central town square, and lots set aside for public uses. He named the town Bastrop, though it was renamed Mina two years later. Three years later, 1,100 settlers resided in the vicinity, and by 1836, the town had about 400 residents.<sup>57</sup> With the number of settlers in and adjacent to Mina increasing, a governing body called the Municipality of Mina was established.<sup>58</sup> Between 1834 and 1836, the *Ayuntamiento* of the Town of Mina issued 80 deeds to individuals, including one to Mary Christian Burleson in 1835.<sup>59</sup> Mina incorporated in December 1837 and again became known as Bastrop. At that point, a courthouse, hotel, gunsmith shop, general store, and residences had been built. The adjacent Lost Pines Forest supported the local timber industry from the mid-1830s through 1860, providing lumber for the nearby state capital at Austin.<sup>60</sup>

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Lucile Jackson Perkins, "The Local History Approach to Teaching Social Studies: A Compilation of Historical Data on Bastrop, Texas".

<sup>52</sup> Joseph M. Nance, "Republic of Texas," in *Handbook of Texas Online*, 1952, Revised 2021.

<sup>53</sup> Connally, "Architecture at the End of the South: Central Texas."

<sup>54</sup> Kenneth Kesselus, *History of Bastrop County, Texas: 1846-1865* (Jenkins Publishing Company, 1987).

<sup>55</sup> Kenneth Kesselus, *History of Bastrop County, Texas Before Statehood* (Wash Jones Press, 1999).

<sup>56</sup> Marks, "Bastrop County."

<sup>57</sup> Marks, "Bastrop County."

<sup>58</sup> Bastrop NRHP

<sup>59</sup> Moore, *Bastrop County: 1691-1900*. P. 38.

<sup>60</sup> Marks, "Bastrop County."



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In the late 1840s, a post office and school opened in Bastrop, and the following decade saw tremendous growth, which continued through the end of the nineteenth century. Churches, a newspaper, and additional educational institutions, including the Bastrop Military Institute and a number of private schools, supported the community by the mid-nineteenth century.<sup>61</sup> Early transportation included ferries to move both travelers and goods along the Colorado as early as the 1830s. By 1862, the Houston and Texas Central Railroad laid tracks in Bastrop and further connected the community with the state.<sup>62</sup> Despite a devastating fire in 1862 and numerous floods, the population continued to grow and reached 2,000 in 1884.<sup>63</sup>

### Mary Christian Burleson

Mary Christian Burleson's settlement journey in Texas is emblematic of Austin colony Anglo pioneers. She arrived in Texas with her first husband, Thomas Christian, in 1832. On October 29, 1832, he received title to 4,428.4 acres.<sup>64</sup> Like others in Austin's third colony, the Christian's settlement conflicted with local Native American tribes as they were displaced. This led to slow establishment of a homestead on the Christian land grant, and an altercation that resulted in the eventual death of Thomas Christian. The widowed Christian Burleson moved from the established town of Bastrop to various pioneers' fortified settlements for nearly 10 years before she brought her children to reside permanently on the Christian Survey. Local histories recount two homes on the Christian Survey, a one-story log cabin constructed in 1840 and a one-story, wood-frame house, the subject of this nomination, constructed ca. 1847 and expanded ca. 1855. Christian Burleson, until her 1870 death, and her children subsequently, were integral to community development, granting land rights to the railroad that would plat the town of Elgin on part of her property.

Mary and Thomas Christian were born to families who had immigrated to Virginia from Ireland and Scotland. Mary "Polly" Buchanan was born in Wytheville, Virginia, to a Scottish Nancy Wright and an Irish John Buchanan on March 1, 1795.<sup>65</sup> She and Thomas Christian married in 1820 or 1822 in Wayne County, Kentucky.<sup>66</sup> He was the great-grandson of William Christian (1608–1663), the governor of the Isle of Man and a celebrated public figure. William Christian's son, Gilbert, his wife Lucy Richards Christian, and his children, arrived in America in 1726, likely from Ireland. Gilbert Christian's eldest son, William, married Virginia-born Mary Campbell. This William Christian was a Virginia Ranger captain, a county judge, and grantee to thousands of acres in Kentucky for fighting in the French and Indian Wars. His son Gilbert inherited this land.<sup>67</sup> Gilbert Christian's son Benjamin, a soldier in the Revolutionary war, married Eliza Ann Greenup, and they became parents to Thomas Christian in Kentucky in 1795.<sup>68</sup> He fought in the war of 1812.<sup>69</sup>

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<sup>61</sup> Marks, "Bastrop, Texas."

<sup>62</sup> Marie Deacon et al., *Resources of Bastrop (Partial Inventory: Historic and Architectural Properties)*, National Park Service (Texas Historical Commission Historic Sites Atlas, 1978, National Register of Historic Places nomination).

<sup>63</sup> Marks, "Bastrop, Texas."

<sup>64</sup> Texas General Land Office, Thomas Christian Survey (4,428.4 acres), Bastrop County, Abstract 20, Spanish Collection 18:19. Patented to Christian, October 29, 1832, October 29,, 1832.

<sup>65</sup> Byron Howard, "Burleson, Mary R. B. Christian " in *Handbook of Texas Online*, 1994.

<sup>66</sup> Byron Howard, "Burleson, Mary R. B. Christian ". Norman Woods Spellmann, *Growing a Soul: the Story of A. Frank Smith* (SMU Press, 1979); Lewis Publishing Company, *History of Texas, Together with a Biographical History of Milam, Williamson, Bastrop, Travis, Lee and Burleson Counties* (The Lewis Publishing Company, 1893).

<sup>67</sup> Spellmann, *Growing a Soul: the Story of A. Frank Smith*.

<sup>68</sup> Spellmann, *Growing a Soul: the Story of A. Frank Smith*; Company, *History of Texas, Together with a Biographical History of Milam, Williamson, Bastrop, Travis, Lee and Burleson Counties*.

<sup>69</sup> Spellmann, *Growing a Soul: the Story of A. Frank Smith*; Company, *History of Texas, Together with a Biographical History of Milam, Williamson, Bastrop, Travis, Lee and Burleson Counties*.

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After marrying, Mary and Thomas Christian left Virginia and had several children as they migrated westward, then southerly. The first three children were born in Virginia: John Madison, Nancy Wright, and Eliza Ann.<sup>70</sup> They moved to Spring Hill, Illinois, where they had two more children, Martha Allison and Amanda Jane, and then to Missouri, before joining the Little Colony (**Figure 5**).<sup>71</sup> The Christian family arrived in Texas in May 1832.<sup>72</sup> They first moved to Mina, and he was granted a lot on Block 26, Abstract 128, of the Mina Town Tract.<sup>73</sup> They built the fifth house in town alongside the river.<sup>74</sup> Their sixth child, Sarah "Sallie" Buchanan Christian was born on September 11, 1832.<sup>75</sup> On October 29, 1832, Christian received a land grant centered on the north edge of Bastrop County in the Little Colony (**Figure 6**).<sup>76</sup> The Christians did not immediately move to their headright survey.<sup>77</sup>

By 1832, other local pioneers had moved to their land grants; yet, the Christian family had not yet settled theirs, and they were further delayed by Thomas Christian's death in 1833.<sup>78</sup> According to family history, the Christians began searching for land to farm outside of Bastrop, and moved near current-day Webberville, likely to John Webber's fortified settlement.<sup>79</sup> Both Josiah Wilbarger, the first pioneer to settle outside of Bastrop in July 1832, and Reuben Hornsby had improved their land.<sup>80</sup> By late summer 1833, the Christian family resided on Hornsby's property.<sup>81</sup> On August 22, 1833, a group of settlers, including Christian, Wilbarger, and three others, met at Hornsby's Bend, near current-day Webberville, to explore Walnut Creek.<sup>82</sup> During a stop at Pecan Springs, near Webber's settlement at the present-day Austin-Bergstrom International Airport, after chasing a lone Native, conflict arose between the Anglo-American settlers and a group of Comanches. Native casualties are unknown, but Christian and a man named Strother were killed. Two other companions fled. Wilbarger, shot and scalped, survived, and lived another 11 years. Despite his injuries, Wilbarger lived another 11 years.<sup>83</sup>

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<sup>70</sup> Some sources also list the Christians in Kentucky when their children are born; however, the 1850 census has Virginia as the state of birth for Eliza and John. Byron Howard, "Burleson, Mary R. B. Christian ". Spellmann, *Growing a Soul: the Story of A. Frank Smith*; Mary Christian Burleson Foundation, "Tenacity and Texas Begin with 'T'" (n. d.).

<sup>71</sup> Spellmann, *Growing a Soul: the Story of A. Frank Smith*. Byron Howard, "Burleson, Mary R. B. Christian ". Foundation, "Tenacity and Texas Begin with 'T'." Architexas Architecture Planning and Historic Preservation Inc., "Mary Christian Burleson Homestead Historic Structure Report and Preservation Plan."

<sup>72</sup> Foundation, "Tenacity and Texas Begin with 'T'."

<sup>73</sup> Architexas Architecture Planning and Historic Preservation Inc., "Mary Christian Burleson Homestead Historic Structure Report and Preservation Plan."

<sup>74</sup> Company, *History of Texas, Together with a Biographical History of Milam, Williamson, Bastrop, Travis, Lee and Burleson Counties*.

<sup>75</sup> Sarah is sometimes referred to as "Sarah B." in archival documents. Spellmann, *Growing a Soul: the Story of A. Frank Smith*.

<sup>76</sup> Spellmann, *Growing a Soul: the Story of A. Frank Smith*. Unknown, *Map of Bastrop County, Texas, including the Prairies and Lakes region* (General Land Office), 1847.

<sup>77</sup> Company, *History of Texas, Together with a Biographical History of Milam, Williamson, Bastrop, Travis, Lee and Burleson Counties*.

<sup>78</sup> Spellmann, *Growing a Soul: the Story of A. Frank Smith*. Richard Denney, "Reuben Hornsby," 2021. Hilory G. Bedford, *Texas Indian Troubles: The Most Thrilling Events in the History of Texas Illustrated* (Hargraves Printing Co., Inc., 1905).

<sup>79</sup> Company, *History of Texas, Together with a Biographical History of Milam, Williamson, Bastrop, Travis, Lee and Burleson Counties*.

<sup>80</sup> Spellmann, *Growing a Soul: the Story of A. Frank Smith*. Richard Denney, "Reuben Hornsby." Bedford, *Texas Indian Troubles: The Most Thrilling Events in the History of Texas Illustrated*.

<sup>81</sup> Single men visited the Hornsby homestead, including Standifer and Haynie, who arrived from Missouri to survey Austin's Little colony. Lucile Jackson Perkins, "The Local History Approach to Teaching Social Studies: A Compilation of Historical Data on Bastrop, Texas".

<sup>82</sup> Spellmann, *Growing a Soul: the Story of A. Frank Smith*. Richard Denney, "Reuben Hornsby."; Company, *History of Texas, Together with a Biographical History of Milam, Williamson, Bastrop, Travis, Lee and Burleson Counties*.

<sup>83</sup> Bedford, *Texas Indian Troubles: The Most Thrilling Events in the History of Texas Illustrated*. Spellmann, *Growing a Soul: the*

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After Christian's death, the widowed Mary Christian moved their six children to various fortified settlements and residences in and around Bastrop.<sup>84</sup> They first resided in a log cabin Hornsby built for the family on his property.<sup>85</sup> Next, the family returned to Bastrop and lived on land George Perkins owned north of Piney Creek.<sup>86</sup>

In 1834, Mary Christian married her second husband James Burleson Sr., a fellow settler with a noted military career. He was born in 1775 in Tennessee to Aaron and Rachel Hendricks Burleson. Burleson Sr. and his first wife, Elizabeth Shipman, had 12 children. He had fought under General Andrew Jackson in the Battle of New Orleans before arriving in Texas in 1827, and led the Grass Fight between Mexico and Texas under the direction of their son General Edward Burleson, a military and political figure in Texas.<sup>87</sup> Four of their sons—John, Jonathan, Joseph, and James—moved to Texas.<sup>88</sup> Son Jonathan emigrated to Texas in 1830, and was granted land adjacent to and west of the Christian Survey on December 4, 1832; however, he did not improve the land, and lived on his mother-in-law's property.<sup>89</sup>

Mary Christian Burleson and her family faced hardship through the 1840s. Following their marriage, Mary and her children moved in with Burleson Sr., and the couple welcomed a daughter, Elizabeth Burleson.<sup>90</sup> After the Grass Fight in November 1835, Burleson Sr. fell ill and died in January 1836.<sup>91</sup> Upon his death, their infant/toddler daughter inherited her father's household furniture, five cows with calves, and six lots in Bastrop, including the house where the family lived.<sup>92</sup> The same year, Antonio Lopez de Santa Anna attempted to conquer Texas. After the fall of the Alamo that March, settlers in Bastrop County fled east in the "Runaway Scrape."<sup>93</sup> When Santa Anna sent troops to burn Bastrop, few residents remained. The "Scrape" ended after Santa Anna lost the Battle of San Jacinto in April, and the Texas Republic formed, but many Texans, including those in the Bastrop area, suffered during the journey and farmland had been pillaged.<sup>94</sup> Family history recounts how Mary Christian Burleson swam the Brazos River with young Elizabeth on her back and that her other children walked barefoot from Fort Bastrop to Parker's Fort, west of Waco, seeking safety.<sup>95</sup> Until 1840, Christian Burleson and her seven children lived in Bastrop, possibly on the land Burleson Sr. willed to their young daughter.

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*Story of A. Frank Smith.* Cynthia J. Beeman, *Historic Marker Application: Elgin Methodist Church*, Texas Historical Commission (Portal to Texas History, University of North Texas Libraries, 1988; Company, *History of Texas, Together with a Biographical History of Milam, Williamson, Bastrop, Travis, Lee and Burleson Counties*.

<sup>84</sup> Beeman, *Historic Marker Application: Elgin Methodist Church*. Cristin Embry, "A Texas Frontier Woman: Mary Christian Burleson," *Texas Heritage*, Volume I (2016).

<sup>85</sup> Foundation, "Tenacity and Texas Begin with 'T'."

<sup>86</sup> Company, *History of Texas, Together with a Biographical History of Milam, Williamson, Bastrop, Travis, Lee and Burleson Counties*. P. 666.

<sup>87</sup> Beeman, *Historic Marker Application: Elgin Methodist Church*. Cristin Embry, "A Texas Frontier Woman: Mary Christian Burleson."

<sup>88</sup> Anonymous, "Mary Randolph 'Polly' Buchanan Christian."; Byron Howard, "Burleson, James, Sr.," in *Handbook of Texas Online*, 1976, Revised 2022.

<sup>89</sup> Unknown, *Map of Bastrop County, Texas, including the Prairies and Lakes region*, 1847. Members of the Elgin Historical Committee, *A History of Elgin, Texas 1872-1972* (Von Boeckmann, 1972).

<sup>90</sup> Architexas Architecture Planning and Historic Preservation Inc., "Mary Christian Burleson Homestead Historic Structure Report and Preservation Plan."

<sup>91</sup> Anonymous, "Mary Randolph 'Polly' Buchanan Christian."; Byron Howard, "Burleson, James, Sr.". Alwyn Barr, "Grass Fight," in *Handbook of Texas Online*, 1952, Revised 2016.

<sup>92</sup> Foundation, "Tenacity and Texas Begin with 'T'."

<sup>93</sup> Moore, *Bastrop County: 1691-1900*; Carolyn Callaway Covington, "Runaway Scrape," in *Handbook of Texas*, 2016, Revised 1952.

<sup>94</sup> Moore, *Bastrop County: 1691-1900*.

<sup>95</sup> Architexas Architecture Planning and Historic Preservation Inc., "Mary Christian Burleson Homestead Historic Structure Report and Preservation Plan."

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Small Protestant churches formed, secretly until the Republic era, and Christian Burleson was a founder of the local Methodist church. Under the Mexican government, Catholicism was mandated, and colonists were prohibited from attending Protestant services or forming congregations. In spring 1835, settlers met in Jesse Halderman's Bastrop storehouse under the direction of James Gilliland, a Methodist lay preacher. The group included Mary Burleson Christian, five couples—the C. Andersons, the Boyces, the Deleplains, the Brisbanes, and the McGehees—and Celie Craft, an enslaved woman held by a Mrs. Samuel Craft of Craft's Prairie. These were charter members of the second oldest Methodist church in Texas.<sup>96</sup> The Christian's daughter, Sarah B., married Tennessee-born John Summerville Smith, first steward and first Sunday School superintendent of the First United Methodist Church in Elgin.<sup>97</sup> The congregation organized in 1874 and met in a school until a one-room, wood-frame church was constructed in 1882, the first house of worship in Elgin.<sup>98</sup>

In 1840, twice widowed, Mary Christian Burleson finally moved her seven children to the Christian Survey in the area that would become Elgin.<sup>99</sup> The family, with children ages 5 to 17, built a log cabin on this land. Their closest neighbor, Mike Young, lived 3 miles south in Young's Settlement, also known as Perryville.<sup>100</sup> In the 1930s, A. H. Carter, a local historian and teacher at the Burleson Branch School described the home:

While she and her six children were living in the one-room house just back of what is now known as the Carter addition, the settlers were warned of a threatened Indian raid.<sup>101</sup> She was busy getting a piece of cloth out of the loom, so did not heed the warning until rather late in the afternoon. When she took the cloth from the loom, she and her six children escaped, some riding a horse and some in an ox-cart. They got as far as Mark Young's that night, and discovering the log chain had been lost, she sent John and a Negro boy back the next morning to look for it. They found the house had been raided, the feather beds opened and feathers scattered to the breeze, and everything topsy-turvy. The family hurried on to Bastrop, where the settlers had been called to flee for safety.<sup>102</sup>

The family returned to Bastrop until 1847 when they went back to the Christian Survey and built a one-story, wood-frame house, the subject of this nomination. Carter also described the new home.

In 1847, Mrs. Burleson built a conventional Texas ranch house nearer the edge of the prairie, two large rooms with an open hall between. In 1855, she added two other rooms and weather-boarded it. Much later this place became known as the T. Wilson place... This was, and is, the oldest house in Elgin. To enable her to make the improvements, she sold to a Mr. Taylor a plot covering the Puckett and Owens Addition for the sum of \$75.00 and a bay mare.<sup>103</sup>

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<sup>96</sup> Mary came from a Methodist family and Thomas was noted to be an active member of the Methodist church, as well. Company, *History of Texas, Together with a Biographical History of Milam, Williamson, Bastrop, Travis, Lee and Burleson Counties*; Spellmann, *Growing a Soul: the Story of A. Frank Smith*. Spellmann, *Growing a Soul: the Story of A. Frank Smith*. Moore, *Bastrop County: 1691-1900*.

<sup>97</sup> John S. Smith arrived to Texas in 1851 and married Sarah B. Christian the following year. Two of his grandsons became Methodist bishops and he was a leader in the Elgin Methodist Church for over 60 years. He died on April 8, 1915. Beeman, *Historic Marker Application: Elgin Methodist Church*.

<sup>98</sup> Beeman, *Historic Marker Application: Elgin Methodist Church*.

<sup>99</sup> Beeman, *Historic Marker Application: Elgin Methodist Church*. Spellmann, *Growing a Soul: the Story of A. Frank Smith*.

<sup>100</sup> Committee, *A History of Elgin, Texas 1872-1972*.

<sup>101</sup> It is likely the one of Mary's seven children was living independently at this point.

<sup>102</sup> Carter, "Notes on the Early History of Elgin."

<sup>103</sup> Carter, "Notes on the Early History of Elgin."

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By the early 1850s, the matriarch was actively participating in the market economy with her agricultural pursuits. In 1850, Christian Burleson's 6 cultivated and 1,494 unimproved acres were valued at \$1,500, and she had farm implements worth \$15. She had 9 draught animals, 7 horses and 2 oxen, to work her land and her livestock holdings, which were plentiful. That year, Christian Burleson had \$2,020 total livestock holdings with 100 dairy cows, 150 beef cattle, and 60 hogs.<sup>104</sup> In the mid-1850s and later, Christian Burleson's participation in the market economy was less robust, she typically had one horse, a few dozen bovines, and an occasional large number—50 to 170 swine.

To sustain her agricultural pursuits and her household in the antebellum period, Christian Burleson probably relied on her maturing children, her stepsons, and enslaved people the family held. It is unknown if there were other dwellings on the property associated with Christian Burleson during her lifetime. By 1850, when her four daughters resided with her, Eliza, Amanda, and Sarah Christian each owned real estate valued at \$400; and daughter Elizabeth Burleson owned real estate valued at \$700. Nearby, son John M. Christian resided with wife Cynthia, a native South Carolinian, and the couple's two children, James and Martha. Her four Burleson stepsons continuously held varying numbers of enslaved men, women, and children until 1864. Christian Burleson herself was an enslaver in 1855 when she held 5 enslaved people. None were reported in previous or subsequent years.<sup>105</sup>

Her children and stepchildren also ran livestock operations and farmed on the Christian Survey, described as having rich clay soil and receiving adequate rain, in the 1850s.<sup>106</sup> Daughter Elizabeth is described in Francis White Johnson's *A History of Texas and Texans* as "a capable rancher of the family lands," and a participant in cattle drives. With no water source on the survey, it is likely that the Christians had to move their cattle to keep them fed and watered. In 1857, a local drought forced settlers to drive cattle for miles to water.<sup>107</sup> Christian Burleson's oldest child, John Christian raised horses on the land through the 1850s, and was murdered in a dispute about a horse in 1860.<sup>108</sup> Her second youngest daughter, Sarah B. Christian, acquired substantial amounts of land when she and John S. Smith, one of the largest landowners in the county, married in 1852. Smith spent most of his life driving cattle.<sup>109</sup>

During the last decade her life, Christian Burleson and several of her children lived in the vicinity of the homestead on land that would become Elgin. In 1860, Christian Burleson held \$2,000 in real estate and resided with daughter Elizabeth "Betsy" Burleson Brooks and son-in-law Charles W. Brooks in Bastrop County. Brooks was a farmer native to Alabama.<sup>110</sup> Burleson's daughter Sarah and son-in-law John S. Smith resided on a nearby farm.<sup>111</sup> During the 1860s, the matriarch worked with stepson and adjacent survey owner, Jonathan Burleson, to grant right of way to the Houston and Texas Central Railway. This area of the Christian/Burleson land holdings along the new railroad track eventually developed into the city of Elgin (**Figures 8, 9, 10**).<sup>112</sup> Mary Christian Burleson remained on the Christian Survey until her death in on May 27, 1870.<sup>113</sup>

The Christian/Burleson family was involved in organizing the Elgin Methodist Church and with developing educational institutions. In the 1860s or early 1870s, the Burleson Branch School opened in a one-room log cabin on

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<sup>104</sup> U.S. Department of the Interior, Bastrop County, Production of Agriculture 1850 (Manuscript).

<sup>105</sup> Tax Collector and Assessor Denton County, Texas, Ad Valorem Tax Rolls, 1861 (Manuscript), 1861, 1861.

<sup>106</sup> Craig Melde and Ron Emrich, *Elgin Commercial Historic District*, National Park Service (1996).

<sup>107</sup> Syd Davis, "From Hogeys to Elgin (A History of Elgin, Texas)" Prepared for the Bastrop Historical Society (1962).

<sup>108</sup> Cristin Embry, "A Texas Frontier Woman: Mary Christian Burleson." Foundation, "Tenacity and Texas Begin with 'T'."

<sup>109</sup> Company, *History of Texas, Together with a Biographical History of Milam, Williamson, Bastrop, Travis, Lee and Burleson Counties*.

<sup>110</sup> U.S. Department of the Interior, Census Office, Inhabitants of Bastrop County, Ancestry, National Archives and Records Administration, 1860, Manuscript Population Census.

<sup>111</sup> Craig Melde and Ron Emrich, *Elgin Commercial Historic District*.

<sup>112</sup> Byron Howard, "Burleson, Mary R. B. Christian".

<sup>113</sup> Byron Howard, "Burleson, Mary R. B. Christian".

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C. H. Carter's property between Elgin and the Burleson community.<sup>114</sup> A Mr. Dew, who specialized in Greek and Latin, taught classes and with a Mr. Moore and A. H. Carter, who moved to the area in 1871.<sup>115</sup> In May 1873, the school was incorporated as the Burleson Male and Female Academy by Mary Christian Burleson's sons-in-law John S. Smith, C. W. Brooks, Thomas H. Gatlin, and Ed Tisdale, plus W. P. Miles, James Newton, and L. C. Cunningham. The academy was not well attended and closed. In 1874, son-in-law Smith organized a school in Elgin, near the Methodist church parsonage. Professor A. H. Carter and his assistant were the first instructors.<sup>116</sup>

Mary Christian Burleson's children each contributed to the Elgin community. Ann Eliza married P. Bordon; John married Cynthia H. Reid; Nancy married Thomas H. Gaitlin; Amanda Jane married J. E. Tisdal; Martha married Sherman Reynolds, a local merchant and steamboat operator; and Sarah B. married John S. Smith, a prominent farmer and Methodist minister.<sup>117</sup> In her will, the matriarch left her youngest daughter Elizabeth 400 acres, already in her possession, and divided the remainder among her daughters and a daughter-in-law, John Christian's widow, Cynthia.<sup>118</sup> She is buried in the eponymous Mary Christian Burleson Cemetery, approximately 1 mile north of the house, on the Thomas Christian Survey.

#### CRITERION A: ETHNIC HERITAGE/BLACK

Many of the first Anglo-American settlers in Bastrop County relied on enslaved labor to establish their agriculturally based economy; however, the experience of enslaved persons in relation to the Thomas Christian Survey and Mary Christian Burleson is lacking. She held enslaved persons one year, 1855, according to tax records. Both of her husbands, Thomas Christian and James Burleson Sr., died before Texas achieved independence and records of their engagement with slavery is limited. Christian Burleson's children were intermittent enslavers, as were James Burleson Sr.'s sons, including Jonathan Burleson. It is probable that Burleson Sr. was an enslaver during his two-year marriage to Christian Burleson. Regardless of the limited record, it is impossible to separate the early settlement experience from the institution that so heavily shaped local society. Various sources that describe enslaved Texans yield few specific insights about those who interacted with Christian Burleson but provide general context about the period and conditions of the enslaved in Texas.<sup>119</sup>

##### *Brief Background on Slavery in Early Texas*

The institution of slavery in present-day Texas began in the 1820s, although it had existed in the area as early as the sixteenth century and was legal in New Spain. The enslaved in eighteenth-century Spanish Texas was small with 20 of 3,103 people enslaved in 1777, and 43 of 2,919 people enslaved in 1785.<sup>120</sup> The latter enslaved population resided in San Antonio, Nacogdoches, and La Bahia.<sup>121</sup> As Anglo-American settlers moved into the area, their desire to grow cotton, which could be a highly profitable venture, motivated incoming farmers to support and sustain the use of slaves

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<sup>114</sup> Byron Howard, "Burleson, Mary R. B. Christian ". Carter, "Notes on the Early History of Elgin."

<sup>115</sup> Davis, "From Hogeys to Elgin (A History of Elgin, Texas)."

<sup>116</sup> Anonymous, "Elgin Courier Sesquicentennial: Education, School & Sports: Elgin's "College"," *Elgin Courier*, Wednesday, August 17, 2022, 2022.

<sup>117</sup> Company, *History of Texas, Together with a Biographical History of Milam, Williamson, Bastrop, Travis, Lee and Burleson Counties*.

<sup>118</sup> Anonymous, *Will and Testament for the Estate of Mary Burleson Deceased*, Office of the County Clerk (Bastrop County: From Elgin, Texas vertical File at the Bastrop Public Library, 1869.

<sup>119</sup> Additional primary source research into land and tax records, Freedmen's Bureau archives, and WPA slave narratives may provide further insight into the experience of enslaved persons on the Thomas Christian Survey. Secondary sources, including academic theses and dissertations that focus on related topics, may also provide supporting information.

<sup>120</sup> Campbell, *An Empire for Slavery: The Peculiar Institution in Texas, 1821–1865*, 11.

<sup>121</sup> Campbell, *An Empire for Slavery: The Peculiar Institution in Texas, 1821–1865*, 19.

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for labor. As Stephen F. Austin wrote in 1824, "the principal product that will elevate us from poverty is cotton and we cannot do this without the help of slaves."<sup>122</sup> Austin encouraged enslavers to join his new colonies even among the growing antislavery movement in Mexico. Settlers brought varying numbers of enslaved people as they established farms in the Little Colony. Josiah Bell, with his wife and two sons, brought three enslaved persons to the colony. Jared E. Groce brought 90 enslaved people from Georgia and established a substantial plantation along the Brazos River near present-day Hempstead, west of Bastrop.<sup>123</sup>

At the same time, opposition to slavery fomented in newly independent Mexico. In 1824, a constitutional congress prohibited the slave trade and declared that enslaved people brought into Mexico would be freed. However, several months later a colonization law did not mention this decree. Mexico's changing policies towards slavery caused hesitation for enslavers considering a move to Texas. Austin continued to advocate for the institution as essential to successful colonial settlement. In January 1824, Austin implemented regulations for the colony that included four articles as the first "slave code," with instructions about fines and punishment for runaway bondsmen, their return, theft, and conducting trade.<sup>124</sup>

During the second half of the 1820s, Mexico issued a series of antislavery decrees to erode slavery while Austin and his colonists found means to uphold the institution. By the end of 1825, Austin's colony had a population of 1,800, 443 of whom were enslaved by 69 different families.<sup>125</sup> The 1827 Constitution of the State of Coahuila and Texas prohibited bringing new bondsmen to the colony and decreed that all children of enslaved persons would be free. In response, Texians developed a system of indentured servitude, requiring bondsmen and their children to sign contracts requiring them to pay unfeasible amounts in exchanged for "freedom."<sup>126</sup> On September 15, 1829, Mexican President Guerrero decreed immediate emancipation. The order was not published when it reached Texas as the local governor and Austin sought ways around it. By December, Guerrero had exempted Texas from the order.<sup>127</sup>

Slavery grew after Texas gained independence. The Constitution of 1836 solidified protections for the institution. Approximately 5,000 of the state's 38,470 residents were enslaved in 1836.<sup>128</sup> In 1837, Bastrop County's population included 111 enslaved people and the number had grown to 299 in 1840.<sup>129</sup> The same year, tax records document 12,570 enslaved people across the Republic and the numbers continued to climb, reaching 38,753 in 1847.<sup>130</sup> In 1850, Bastrop County had a population of 2,180, nearly half of whom, 919, were enslaved.<sup>131</sup> Thousands of enslaved people came to Texas each year through the 1850s, most immigrating with their holders from the southern states; some arrived through the enslaver trade from other states; and a limited number had been transported through the African-based trade. Enslaved labor was the foundation of much of the large-scale agricultural economy, especially cotton.<sup>132</sup> Most bondsmen worked as field hands, others were craftsmen, domestic servants, or livestock handlers. Approximately 30 percent of white Texas families held bondsmen in 1850, mostly with one or two enslaved workers. Only a few, 2.3 percent, held more than 20 individuals, representing the small group of well-to-do planter families who resided on plantations.<sup>133</sup>

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<sup>122</sup> Randolph B. Campbell, "Slavery," in *Handbook of Texas Online*, Texas State Historical Association, 2023.

<sup>123</sup> Campbell, *An Empire for Slavery: The Peculiar Institution in Texas, 1821–1865*, 14.

<sup>124</sup> Campbell, *An Empire for Slavery: The Peculiar Institution in Texas, 1821–1865*.

<sup>125</sup> Campbell, *An Empire for Slavery: The Peculiar Institution in Texas, 1821–1865*.

<sup>126</sup> Campbell, "Slavery."

<sup>127</sup> Campbell, *An Empire for Slavery: The Peculiar Institution in Texas, 1821–1865*.

<sup>128</sup> Campbell, "Slavery."

<sup>129</sup> Campbell, *An Empire for Slavery: The Peculiar Institution in Texas, 1821–1865*, 264.

<sup>130</sup> Campbell, *An Empire for Slavery: The Peculiar Institution in Texas, 1821–1865*, 55.

<sup>131</sup> Paul Mitchell Marks, "Bastrop County," in *Handbook of Texas Online*, Texas State Historical Association, 2020.

<sup>132</sup> Campbell, "Slavery."

<sup>133</sup> Campbell, *An Empire for Slavery: The Peculiar Institution in Texas, 1821–1865*.

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Food and clothing afforded to enslaved people was dependent on individual enslavers. The Constitution of 1845 required each bondsman be supplied “with comfortable clothing” and “a sufficient quality of wholesome food,” citing fines if unmet; however, the parameters of “comfortable” and “sufficient” were undefined.<sup>134</sup> Clothing provided was functional, constructed from rough fabrics, and often sewn on site.<sup>135</sup> Most farmers grew their own food, and corn and pork were primary components of bondsmen’s diets. Enslavers may have allowed the enslaved to establish gardens or small plots to grow food.<sup>136</sup>

Housing for enslaved people was rudimentary and varied. Arrangements may have been one or more individual or multiple-family houses to small villages. Bondsmen in Sabine County, in East Texas along the now Louisiana border, resided in windowless 10-square-foot log cabins. The bondsmen on William T. Scott’s property in East Texas’ Harrison County had 20-square-foot cabins, some shared.<sup>137</sup> Many quarters had fireplaces. Dirt floors and limited ventilation were typical. Other than a bed or cot, most had no furniture unless bondsmen procured or made their own. In summary, housing provided little comfort from weather extremes.<sup>138</sup>

The lives of enslaved Texans centered around family and were enhanced by worship and music. Although marriage and family ties had no protections, bondsmen made efforts to marry someone on the same or an adjacent farm. It was usually in the enslavers’ best interest to retain families as those bonds helped them control their labor force. Bondsman opposed the disruption of families when threatened with the sale or migration of a family member. Religion and music were key intertwined practices of enslaved Texans, and enslavers often encouraged faith. Song might accompany work and was a way enslaved culture expressed their experience.<sup>139</sup>

Although most Texans were not enslavers in the mid-century, the institution shaped the entirety of Texas society. In 1850, enslavers owned 72 percent of the state’s real property, 68 percent of its total improved acreage, and 61 percent of its livestock.<sup>140</sup> Of slaveholding families, only one-third contributed to 89 percent of cotton production in 1850, and 91 percent in 1860. Despite comprising the majority of families, non-slaveholding Texans primarily engaged in subsistence farming with minimal cash-crop production. Texas politicians and leaders were often from the minority, enslaving class. Regardless, most Texans supported the practice.<sup>141</sup>

### *Slavery and the Christian Burleson Property*

Limited documentation recounts the enslaved persons associated with the Thomas Christian Survey or Mary Christian Burleson homestead. Pre-1837 tax records are incomplete, and both written and oral histories lack sufficient representation to tell even a small part of their story. In 1855, Mary Christian Burleson held five enslaved people who combined, were valued at \$2,300. She is not reported as an enslaver in any other tax or census records. Some of her children were enslavers. Son John M. Christian, who in 1855 owned and possibly lived on 271 acres out of the Elizabeth Standifer Survey west of the Thomas Christian Survey, held two bondsmen value at a combined \$1,800. The same year, son-in-law John Smith, who owned and possibly resided on 407 acres out of the Thomas Christian Survey,

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<sup>134</sup> Campbell, *An Empire for Slavery: The Peculiar Institution in Texas, 1821–1865*, 134.

<sup>135</sup> Campbell, *An Empire for Slavery: The Peculiar Institution in Texas, 1821–1865*.

<sup>136</sup> Campbell, *An Empire for Slavery: The Peculiar Institution in Texas, 1821–1865*.

<sup>137</sup> Campbell, *An Empire for Slavery: The Peculiar Institution in Texas, 1821–1865*; Tom III Scott et al., “Scott, William Thomas,” in *Handbook of Texas Online*, Texas State Historical Association, 2021.

<sup>138</sup> Campbell, *An Empire for Slavery: The Peculiar Institution in Texas, 1821–1865*.

<sup>139</sup> Campbell, “Slavery.”

<sup>140</sup> Campbell, *An Empire for Slavery: The Peculiar Institution in Texas, 1821–1865*, 209.

<sup>141</sup> Campbell, *An Empire for Slavery: The Peculiar Institution in Texas, 1821–1865*, 210.



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held one bondsman valued at \$800.<sup>142</sup> The number of enslaved held by Christian and Smith varied, and by 1859, no bondsmen are recorded to be held by either.<sup>143</sup>

As a prominent early pioneer, James Burleson Sr. may have been an enslaver. Mary Christian Burleson was married to James Burleson Sr. from 1834 until his death in 1836. One of his 12 children, Jonathan Burleson, was granted the property adjacent and to the west of the Thomas Christian Survey. According to narratives and tax records, Jonathan Burleson did not develop the land adjacent to the Christians; instead, he resided on land out of the Nancy Blakey Survey that his wife owned to the west and across the Colorado River from the town of Bastrop.<sup>144</sup> Burleson is known to have held a 600-acre property of pasture and cotton fields, which ran on slave labor. His antebellum success—social status and wealth—could be measured by the number of African Americans and ethnic Africans whom he owned, which increased by 6 between 1850 and 1860. Although there are no available records that connect Jonathan Burleson’s enslavement practices to those on the nominated property, there is a strong likelihood of shared experiences (possibly familial ties) between these individuals that is worth further examination.

The 1850 and 1860 U.S. Federal Census Slave Schedules and WPA Federal Writers’ Project Slave Narratives provide a starting point from which to learn about the adults and children Burleson enslaved. Table 1 lists those enumerated for each census year. It is difficult to track individuals because the census did not record names, only gender and age. Therefore, those markers were used to identify people (represented in *italics*) who may have been on this property in both 1850 and 1860. The men, women, and children range in age from 10 months to 50.<sup>145</sup> In the late 1930s, one of the formerly enslaved children (likely “Male, Age 9 or Male, Age 7 listed on the 1860 census) provided invaluable oral testimony about his experience on the Jonathan Burleson Plantation.

James Burleson (c.1852-1943), 86 years old and living in East Austin at the time of his interview, was born about 1852 to an unnamed white man and Emiline Burleson Banks (likely “Female, Age 28”) on Jonathan Burleson’s cotton plantation.<sup>146</sup> Emiline (c.1832-1912) was a “house woman” who carded and spun cotton to weave into clothes.<sup>147</sup> She had seven sons and two daughters, and after emancipation married James’ stepfather, Henderson Banks, who had been enslaved on the Banks cotton plantation near Webberville, west of Bastrop.<sup>148</sup> James described his enslaver’s treatment as rough, adding “That was [the white folks’] way.”<sup>149</sup> “Old Aunt Angeline,” a fieldworker he recalled, “would fight anybody that tried to whoop her. Many was the time that Master Jake [Burleson] tried to whoop her for something, and he would end up by ‘standing almost naked’ in the [cotton field] row.” James implied, too, that the white Burleson’s treated him differently. Citing two examples—“running like mischief” after cussing out Mistress Nancy [Burleson] and getting scolded for sleeping when he was supposed to be helping at gin—he lightly claimed, “white folks just

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<sup>142</sup> Tax Collector and Assessor Bastrop County, County Tax Rolls, Texas, County Tax Rolls, 1837-1910, Family Search, Texas State Library and Archives, 1855.

<sup>143</sup> Tax Collector and Assessor Bastrop County, County Tax Rolls, Texas, County Tax Rolls, 1837-1910, Family Search, Texas State Library and Archives, 1859.

<sup>144</sup> It is unclear if Jonathan Burleson’s cotton plantation was on the Blakey Survey or on the property adjacent to the Thomas Christian Survey.

<sup>145</sup> U.S. Department of the Interior, Census Office, Slave Schedules, Ancestry.com, National Archives and Records Administration, 1850; U.S. Department of the Interior, Census Office, Slave Schedules, Ancestry.com, National Archives and Records Administration, 1860.

<sup>146</sup> All quotes in this paragraph are from “James Burleson,” *Texas Slave Narratives*, Rootsweb.com, [https://freepages.rootsweb.com/~ewyatt/genealogy/\\_borders/Texas%20Slave%20Narratives/TEXAS%20B/Burleson,%20James.html](https://freepages.rootsweb.com/~ewyatt/genealogy/_borders/Texas%20Slave%20Narratives/TEXAS%20B/Burleson,%20James.html); “James Burleson,” Texas Department of State Health Services; Austin Texas, USA; *Texas Death Certificates, 1903–1982*

<sup>147</sup> “Emiline Banks,” Texas Department of State Health Services; Austin Texas, USA; *Texas Death Certificates, 1903–1982*.

<sup>148</sup> Historic county maps show the Banks Survey as north and adjacent to the Nancy Blakey Survey.

<sup>149</sup> Jake Burleson may be Jonathan Burleson’s son, Jacob R. Burleson. Family Search Contributor, “Jonathan R. Burleson Family Tree,” (Family Search, 2023), Family Tree. “James Burleson,” *Texas Slave Narratives*.

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spoiled me.” It raises the question as to whether the race of his biological father had anything to do with James’ treatment, and if James was himself a Burleson descendant. The interview documents other aspects of life on the Burleson Plantation—segregated quarters, foodways, types of labor, emancipation in Bastrop County, and African American life post-emancipation—all of which are valuable leads that could broaden the rich and complex history of Bastrop County and the nominated property.<sup>150</sup>

**Table 1. U.S. Federal Slave Census Schedules for Jonathan Burleson, 1850 and 1860.**<sup>151</sup>

Individuals thought to have lived on the property in both 1850 and 1860 are shown in *italics*—an assumption based on the age listed.

| 1850        |           | 1860        |           |
|-------------|-----------|-------------|-----------|
| Male        | 18        |             |           |
| <i>Male</i> | <i>12</i> | <i>Male</i> | <i>23</i> |
| <i>Male</i> | <i>9</i>  | <i>Male</i> | <i>19</i> |
| <i>Male</i> | <i>3</i>  | <i>Male</i> | <i>12</i> |
| <i>Male</i> | <i>2</i>  | <i>Male</i> | <i>11</i> |
| <i>Male</i> | <i>1</i>  | <i>Male</i> | <i>10</i> |
|             |           | Male        | 40        |
|             |           | Male        | 33        |
|             |           | Male        | 9         |
|             |           | Male        | 7         |
|             |           | Male        | < 1       |

| 1850          |           | 1860          |           |
|---------------|-----------|---------------|-----------|
| Female        | 33        |               |           |
| Female        | 20        |               |           |
| Female        | 1         |               |           |
| <i>Female</i> | <i>19</i> | <i>Female</i> | <i>28</i> |
| <i>Female</i> | <i>18</i> | <i>Female</i> | <i>28</i> |
| <i>Female</i> | <i>8</i>  | <i>Female</i> | <i>17</i> |
| <i>Female</i> | <i>5</i>  | <i>Female</i> | <i>15</i> |
| <i>Female</i> | <i>4</i>  | <i>Female</i> | <i>13</i> |
| <i>Female</i> | <i>3</i>  | <i>Female</i> | <i>13</i> |
|               |           | Female        | 50        |
|               |           | Female        | 32        |
|               |           | Female        | 20        |
|               |           | Female        | 6         |
|               |           | Female        | 3         |

<sup>150</sup>“James Burleson,” *Texas Slave Narratives*.

<sup>151</sup> U.S. Department of the Interior, Census Office, Slave Schedules, Ancestry.com, National Archives and Records Administration, 1850; U.S. Department of the Interior, Census Office, Slave Schedules, Ancestry.com, National Archives and Records Administration, 1860.

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## CRITERION C: ARCHITECTURE

The Mary Christian Burleson house is an example of the modest, vernacular dwellings Austin colony settlers constructed in Central Texas. As was typical, the pioneer family first constructed a ca. 1840 log cabin on the Christian Survey, likely using timber from or near this land. The family moved to the safety of Bastrop for several years before returning to their land in about 1847 to construct a permanent home. This plain, one-story, wood-frame, gable-roof house with a full-length south-facing porch is what architectural historian Drury Blakely Alexander described as an Early Texas House in *Texas Homes of the Nineteenth Century*.

### Pre-Railroad Folk Architecture

Before the arrival of the railroad in mid- to late-nineteenth-century Texas, an era of American folk architecture resulted in modest dwellings constructed by local labor with locally sourced materials. The earliest railroads arrived in the 1850s, where resourceful frontier-settlement architecture prevailed from the 1820s with the Austins' first colony through mid-century in Central Texas.<sup>152</sup> Typical domestic architectural types constructed by Anglo-American settlers in Bastrop County were basic protective log buildings that, within the first decade of settlement, evolved into double-crib log or wood-frame houses, utilizing abundant local timber.<sup>153</sup> Unadorned rectangular-plan, one-story, wood- or timber-frame houses with gable roofs and chimneys and south-facing porches became the typology settlers constructed when time and materials were available.

Before Anglo-American settlement in Texas, early iterations of folk architecture were built throughout the northeastern United States beginning in the seventeenth century. Virgin forests provided a steady supply of building material. English and French colonists brought the post-and-girth construction tradition, substantial frameworks of hewn timber, to America. Thin horizontal board covered the frame, and massed houses, more than one room deep, and often two stories high became commonplace across New England. The Tidewater South, a region of states on the east coast extending from Virginia through Maryland and North Carolina, adapted the frame house to be one room deep and linear in plan. Due to the pleasant climate of the Tidewater South, interior space was not as expansive. The hall-and-parlor form, a plan consisting of two rooms separated by a central hall, and the I-house form, a singular rectangular room, were the two main domestic designs. Full-width front porches were typical by the late eighteenth century. Although massed folk houses are rare, later rear additions are common, and the Tidewater South tradition was widespread in rural areas of the southern states through the early twentieth century.<sup>154</sup>

A substantial form of log construction that first began along the east coast made its way to Texas. The middle colonies of Pennsylvania, New Jersey, Delaware, and Maryland were home to immigrants from forested Germanic countries in northern Europe who brought a tradition of hewing large timber to square and horizontally stacking logs to create substantial wood buildings and structures. Settlers built what became known as the Midland log house across the eastern United States and transported this version to East and Central Texas as they traveled westward. This modest house usually had one room, sometimes with a loft or attached porch. Weatherboard siding may have been added later, but otherwise, this log building type was difficult to expand or modify.<sup>155</sup>

Advances in transportation allowed for more complex and lighter frame construction using mass-produced materials. With the railroad expansion during the mid- to late-nineteenth century, building materials, especially lumber, was more readily available. Lighter, balloon- or braced-framing clad in wood board replaced rudimentary log construction.

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<sup>152</sup> Virginia Savage McAlester, *A Field Guide to American Houses* (Alfred A. Knopf, 2017).

<sup>153</sup> Marie Deacon et al., *Resources of Bastrop (Partial Inventory: Historic and Architectural Properties)*. Section 7, Page 2.

<sup>154</sup> McAlester, *A Field Guide to American Houses*.

<sup>155</sup> McAlester, *A Field Guide to American Houses*.

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Despite materials becoming more widely accessible and construction techniques more refined, domestic forms from the pre-railroad era persisted. For example, the front-gable house dominated early Greek Revival design. The hall-and-parlor house became ubiquitous across the Southeast. The I-house, the passed-plan, side-gable house, and the one-story pyramidal house remained popular into the early twentieth century. Various configurations of additions, porches, and chimneys were often applied to each of these folk types in the post-railroad era.<sup>156</sup>

### The Early Texas House in Bastrop County

Despite the establishment of new towns like Mina (now Bastrop), a depressed economy coupled with political and religious turmoil prevented substantial construction during settlement of Austin's colonies, and early domestic buildings provided only rudimentary protection.<sup>157</sup> Upon arrival, pioneers set up temporary camps. The 1835 *Guide to Texas Emigrants* recommended that settlers bring tents or sail cloth to use until a house could be built.<sup>158</sup> Bastrop's first Anglo-American residents erected basic cabins for shelter, from local pine with cedar shingle roofs. These buildings were unlikely to have piers, using only the ground as a base dirt for flooring. Wood shutters or animal hides might have covered the window openings. Mud-fill and sticks reinforced fireplaces and chimneys.<sup>159</sup> Some Bastrop settlers also constructed stockades for additional protection in the 1830s. John T. Webber built a blockhouse north of town, and groups of settlers constructed similar buildings and homes.<sup>160</sup>

After 1836, Anglo-American and European settlers brought building traditions and construction techniques to communities across the Republic of Texas. Frequently, these evolved into a one-story, gable-roof building with a front porch, or the Early Texas House. When timber was locally available, single- or double-crib single-story log cabins were erected.<sup>161</sup> Double-crib cabins, also known as dog-trot houses, consisted of two rooms separated by a breezeway (**Figure 13**). Houses of this form during the 1830s and 1840s period may have had an attic, south-facing porch, and fireplace at the gable end.<sup>162</sup> Iterations of this form were typical in the upper and middle south regions of Tennessee, Kentucky, Alabama, Georgia, Mississippi, and Arkansas.<sup>163</sup>

Availability of timber and lumber was essential to the type of pre-railroad house that could be constructed locally. The 1835 *Guide to Texas Emigrants* describes the plentiful natural building materials of Texas with timber available in most areas for any type of construction. It notes that the price of lumber is high due to the lack of sawmills and advises immigrants to bring "plank, scantling, window-sash, &c" with them.<sup>164</sup> Eastern Texas and a pocket of land near Bastrop yielded an abundance of pine for Anglo-American settlers. Bastrop is just west of the Lost Pines Forest, the westernmost section of loblolly pine trees in the United States. Situated 100 miles west from the main stand of pines, this 75,000-acre area provided plentiful lumber.<sup>165</sup> In 1838, the Bastrop Steel Company was incorporated, and with its sawmill, grist mill, planning mill, lath, and shingle mill, launched the lumber industry in Bastrop. Lumber was transported overland via wagons with six yokes of oxen pulling 20 or 30 cars. Bastrop supplied lumber to Austin,

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<sup>156</sup> McAlester, *A Field Guide to American Houses*.

<sup>157</sup> Willard B. Robinson, "Architecture," in *Handbook of Texas History*, Texas State Historical Association, 1976, revised 2017.

<sup>158</sup> Jr. David Woodman, *Guide to Texas Emigrants* (M. Hawes, 1835).

<sup>159</sup> Kesselus, *History of Bastrop County, Texas Before Statehood*. P. 57.

<sup>160</sup> Lucile Jackson Perkins, "The Local History Approach to Teaching Social Studies: A Compilation of Historical Data on Bastrop, Texas".

<sup>161</sup> Drury Blakely Alexander and Todd Webb, *Texas Homes of the Nineteenth Century*, Published for the Amon Carter Museum of Western Art (The University of Texas Press, 1966).

<sup>162</sup> Robinson, "Architecture."

<sup>163</sup> Drury Blakely Alexander and Todd Webb, *Texas Homes of the Nineteenth Century*.

<sup>164</sup> David Woodman, *Guide to Texas Emigrants*., 117.

<sup>165</sup> Texas Parks and Wildlife Department, "Bastrop State Park," n.d.

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including that for the first capitol building, and to Houston, West Texas, and Mexico.<sup>166</sup> By the 1850s, several lumber mills had been established and “long strings of ox and mule teams loaded with lumber lined the road in all directions.”<sup>167</sup> Residents of Bastrop and adjacent areas began construction of substantial buildings using local pine, some kiln dried. Wood pegs secured frames and bricks were handmade and dried.<sup>168</sup> During his travels through Texas, Frederick Law Olmsted describes Bastrop as “here or there” having “a good house and a rich and well-cultivated planation.”<sup>169</sup> He chronicles “scraps of newspapers” that estimate “Bastrop has more material than any town of its size in Texas.”<sup>170</sup>

On the east side of the state and with similar materials to Bastrop County, a distinctive early house, referred to locally and by scholar and educator Elliot A. P. Evans as the “East Texas House,” developed. Emerging from the influence of settlers from Tennessee and Kentucky and persisting through the nineteenth century, this rural house type constructed of wood—usually one-story with a porch—was both “well-ventilated and well adapted to the site.” The basic plan had a single room, possibly with a hall and another room. Two-room houses with no hall were also constructed. Function determined the number of and location of rear additions. In his description of the East Texas House, Evans observes that six-over-six and nine-over-nine light window sashes were common until the 1880s, and that two roof types are common: an uninterrupted gable at about 45 degrees and a broken gable with two slopes that extend over the front porch. An attic or loft space was possible with both roof configurations.<sup>171</sup>

During the antebellum period, wood, brick, and quarried stone building construction took place on farms and in towns throughout Texas; however, stylized architecture evolved later in Texas than in the northeastern United States.<sup>172</sup> The prevailing mode of transport for building materials was waterway, and towns established along coasts and major rivers generally had more high-style architecture than did rural areas, like Bastrop County.<sup>173</sup> The county had a mix of architectural influences, mostly from the Upper and Middle South applied to modest dwellings.<sup>174</sup> Some exhibit stylistic influences, especially those that reference Greek Revival design, popular in Texas from 1840 through 1870.<sup>175</sup> Characteristics of Greek Revival architecture in Texas are symmetrical plans arranged around a central corridor with a symmetrical façade, sometimes with a portico. Geometric order, balance, and restrained details were present.<sup>176</sup> The two-story, 1842 Wilbarger House in Bastrop is an example of the style with a central, two-story, front-gable portico that plain box columns support.<sup>177</sup> The majority of settlers constructed unpretentious, wood-frame houses with modest

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<sup>166</sup> Lucile Jackson Perkins, “The Local History Approach to Teaching Social Studies: A Compilation of Historical Data on Bastrop, Texas”.

<sup>167</sup> Lucile Jackson Perkins, “The Local History Approach to Teaching Social Studies: A Compilation of Historical Data on Bastrop, Texas”. Page 106.

<sup>168</sup> Lucile Jackson Perkins, “The Local History Approach to Teaching Social Studies: A Compilation of Historical Data on Bastrop, Texas”.

<sup>169</sup> Frederick Law Olmsted, *A Journey Through Texas; or a Saddle-Trip on the Southwestern Frontier; with a Statistical Appendix* (Dix, Edwards & Company, 1857). P. 117.

<sup>170</sup> Frederick Law Olmsted, *A Journey Through Texas; or a Saddle-Trip on the Southwestern Frontier; with a Statistical Appendix*. P. 497.

<sup>171</sup> Elliot A. P. Evans, “The East Texas House,” *Journal of the Society of Architectural Historians*, Volume 11, No. Dec. 1952 (1952).

<sup>172</sup> Robinson, “Architecture.”; Drury Blakely Alexander and Todd Webb, *Texas Homes of the Nineteenth Century*.

<sup>173</sup> McAlester, *A Field Guide to American Houses*.

<sup>174</sup> Terry G. Jordan, *Texas Log Building: A Folk Architecture* (University of Texas Press, 1978).

<sup>175</sup> Robinson, “Architecture.” Drury Blakely Alexander and Todd Webb, *Texas Homes of the Nineteenth Century*.

<sup>176</sup> Robinson, “Architecture.”

<sup>177</sup> Drury Blakely Alexander and Todd Webb, *Texas Homes of the Nineteenth Century*.

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details that referenced Greek Revival influences, such as multiple-light, double-hung sash windows, and front-gable porticos.<sup>178</sup>

### Frontier Construction Technology

Frontier pioneers utilized materials on or near their land to quickly construct log cabins for protection. A log cabin generally referred to a house constructed with rounded logs with saddle-notched or V end joints. This differed from a log house, which was constructed of square, hand-hewed logs connected by rabbeted or dovetail joints at each corner. The saddled joints of the log cabin retained water and were less permanent and watertight than its log-house counterpart. Both dwelling types had gable roofs and one or two rooms, sometimes with a sleeping loft. Log cabins were generally considered impermanent starter homes. Some improved their log buildings with wood siding or weatherboarding, and others chose to construct replacement wood-frame homes.<sup>179</sup>

According to material culture scholar Henry Glassie, if a frontier house in the South is not a dog trot with breezeway or log cabin, it is likely a one-story, two-room house with a paired primary door and an exterior chimney on a gable end. He identifies this simple yet distinctive form in early European history through the Iron age that immigrants brought to America. In its earliest form in New England, this rectangular house with centered door had a front-gable roof. Modifications were made to accommodate local climate and materials as pioneers and settlers moved westward and employed this typology. This form was typically built on farmsteads, evolving from mountain cabins along the East Coast, slowly moving across the South and westerly where it was constructed from log, wood-frame, or stone.<sup>180</sup>

The wood-frame homes of 1830s and 1840s Texas required a greater level of skill than the log buildings. These homes were constructed with frames made of straight, square, hand-hewed logs braced by diagonal square timber. Wood pegs connected structural pieces. This construction technology derived from a medieval English tradition. The exterior was often clad in weatherboard and board covered interior walls and ceilings. Early log and wood-frame houses had similar one- or two-room plans. Two-room houses often had a hall or breezeway between two rooms and a full-width porch, often south-facing (**Figure 14**).<sup>181</sup>

Prince Karl von Solms-Braunfels, who established German colonies in Central Texas, provided a detailed description of house construction in 1840s Texas. He described the American ax, made of hard steel that could be used to cut 15 to 20 trees per day. Felled trees were hewed in the forest, bound with chains, and dragged by oxen or other livestock to the building site. Solms-Braunfels advised that a foundation is essential and proposed unhewed posts of 12 to 18 inches diameter and 7 feet long driven 3 feet into the ground. Constructing the floor at 4 feet above grade was considered sufficient to keep insects and animals away. Floor joists were installed, and squared logs were stacked horizontally along the perimeter for walls. The gable roof was constructed by erecting triangular gables at two ends and connected with a ridgeboard. Unfinished rafters were nailed to the ridgeboard. He advised making roof shingles and floorboards from cedar or elm. The shingles could be 3 feet long and the floorboard 6 feet. The house Solms-Braunfels described is about 13 feet square with 10- to 12-foot-high ceilings. He recommended that the house face north or south with few windows on the east and west façades to minimize direct sunlight. Two one-room houses could be built with a connecting breezeway 5 or 6 feet wide between them. Solms-Braunfels notes that the roof may be extended to the north or south side for a sleeping porch. He estimated that a pair of Americans could construct this house type in about six days.<sup>182</sup>

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<sup>178</sup> Robinson, "Architecture."

<sup>179</sup> Drury Blakely Alexander and Todd Webb, *Texas Homes of the Nineteenth Century*.

<sup>180</sup> Henry Glassie, *Pattern in the Material Folk Culture of the Eastern United States* (University of Pennsylvania Press, 1971).

<sup>181</sup> Drury Blakely Alexander and Todd Webb, *Texas Homes of the Nineteenth Century*.

<sup>182</sup> Editor Francis Edward Abernethy, *Built in Texas* (University of North Texas Press, 2000).

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Francis Edward Abernathy describes folk building as “primarily utilitarian” and that such a home is “never finished.”<sup>183</sup> The initial log cabins were quickly erected for protection and replaced with permanent dwellings as soon possible. Continuous improvements were common to vernacular buildings of Texas as pre-cut and manufactured materials, like window sashes and porch posts, became available, especially with the railroad, and as inhabitants required new functionalities, like interior bathrooms and kitchens. Even the earliest-built hall-and-parlor houses had rear additions and porch modifications so promptly that these elements are considered characteristics of the type.

### Mary Christian Burleson House

Architectural historian Virginia Savage McAlester describes the hall-and-parlor house as two rooms wide and one room deep, with later expansions that typically include a front porch and rear addition. Early timber framing was replaced by lighter balloon framing as lumber became available. Variations of chimney placement, addition configuration, and porch roofline were common. Early iterations of this house had two single doors on the primary façade. Although McAlester categorizes the hall-and-parlor house as a post-railroad, National Folk tradition, Mary Christian Burleson likely had access to lumber milled in Bastrop before the railroad arrived to the area.<sup>184</sup>

Like many vernacular houses, the Christian Burleson House has been modified, but remains an example of a mid-nineteenth century hall-and-parlor house. The gable roof extends over a full-width, south-facing front porch (enclosed around the mid-twentieth century and recently reopened) which has two single entry doors, one for each interior room, flanked by window openings. Remnants of charred floor joists and ghosting of an interior mantle indicate an off-center exterior chimney on the west side. Although window openings have been altered, it appears that few were on the west façade. A. H. Carter described two rooms and a hall in his ca. 1930s account of the 1847 building.<sup>185</sup> Currently, the building interior has four rooms, the rear two were likely added, and no hall. There is patching on the rear (north) interior wall that indicates a hall may have been enclosed. The building also retains materials consistent with 1840s and 1850s frontier construction including the post oak foundation posts and hand-hewed timber base plate timbers. Cedar pole rafters support the roof with wany lath. Six six-over-six, double-hung wood windows are in poor condition, but retain sufficient material to convey their original design.

Modest examples of frame, vernacular buildings are important resources for understanding the early available building materials and technologies of frontier settlers, and in Bastrop County, they are rare, with no mid-nineteenth-century vernacular buildings outside the City of Bastrop listed in the National Register of Historic Places (NRHP). The earliest-built NRHP-listed dwelling in Bastrop County is the Jenkins House at 1710 Main Street, a ca. 1830 one-room log building, expanded ca. 1836 to a two-room log house, and, enclosed in the 1850s, to produce a wood-frame building with Victorian-influenced design (**Figure 15**). More substantial wood-frame houses in town include the ca. 1836 Campbell Taylor (Greenlief Fisk) House at 1005 Hill Street, which is one-and-one-half stories with front-gable dormers. Other early frame NRHP-listed houses in Bastrop are Greek Revival style including the two-story, 1842 Wilbarger House; the one-story ca. 1860 Judge R. Batts House at 609 Pecan Street with partial-width front porch, exterior chimneys at each gable end, and like the Christian Burleson House, six-over-six windows; the 1850 John Cornelsum House at 702 Main Street, modest in scale with a front-gable roof; and the ca. 1850 A. A. Erhard House at 1106 Pecan Street with a hall-and-parlor plan, six-over-six windows, and board-and-batten siding (**Figure 16**).<sup>186</sup>

### Conclusion

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<sup>183</sup> Francis Edward Abernathy, *Built in Texas*, p. 13.

<sup>184</sup> McAlester, *A Field Guide to American Houses*.

<sup>185</sup> Carter, "Notes on the Early History of Elgin."

<sup>186</sup> Marie Deacon et al., *Resources of Bastrop (Partial Inventory: Historic and Architectural Properties)*.

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The Mary Christian Burleson house is a surviving example of early frontier settlement in Bastrop County. The property retains sufficient original fabric to illustrate construction technologies and materials that Bastrop County's earliest Anglo-American settlers employed building domestic resources. Burleson's journey to Texas and settlement of the Christian Survey during the early settlement period through Texas' fight for independence from Mexico, the Republic era, and statehood, represent the early history of Anglo emigrants in the state. The ca. 1840 log cabin she built with her family evolved into a wood-frame, hall-and-parlor house around 1847, and a ca. 1855 addition and weatherboarding completed the often-typical evolution of a period dwelling. The family first constructed a log home that prioritized their needs for shelter and protection, then adapted the building for their comfort and permanent residence. Due to limited physical evidence and gaps in archival record, this nomination provides only a partial interpretation of the homestead and all of the lives associated with it. Additional research into related primary sources may help to enhance the understanding of the experience of enslaved persons associated with the homestead.

The Mary Christian Burleson House is nominated under Criterion A in the area of Exploration/Settlement, Ethnic Heritage: Black and Criterion C in the area of Architecture all at the local level of significance. The period of significance is 1847, to account for the building's likely construction date, and extends to Mary Christian Burleson's 1870 death, to accommodate improvements to the property during her occupation.



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Unknown. *Map of Bastrop County, Texas, including the Prairies and Lakes region*. (General Land Office, 1847).  
<https://texashistory.unt.edu/ark:/67531/metapth88332/>.

Mary Christian Burleson House, Elgin, Bastrop County, Texas

Maps

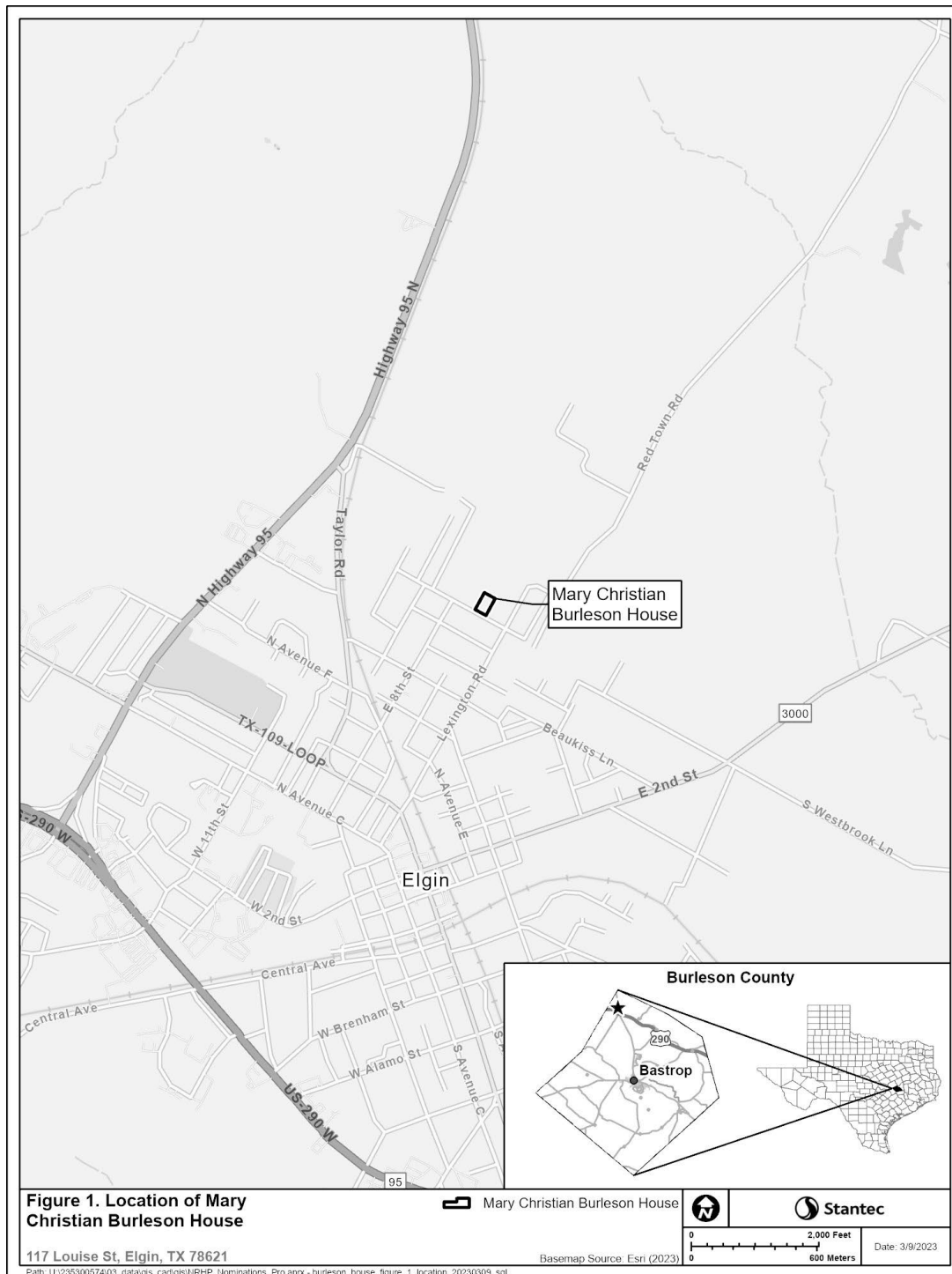


Figure 1. Location of Mary Christian Burleson House. Stantec 2023.

Mary Christian Burleson House, Elgin, Bastrop County, Texas



Figure 2. Mary Christian Burleson House Property Boundaries and Contributing/Noncontributing Resources. Stantec 2023.



Mary Christian Burleson House, Elgin, Bastrop County, Texas



Figure 3. Mary Christian Burleson House Contributing/Noncontributing Resources. Stantec 2023.



Mary Christian Burleson House, Elgin, Bastrop County, Texas

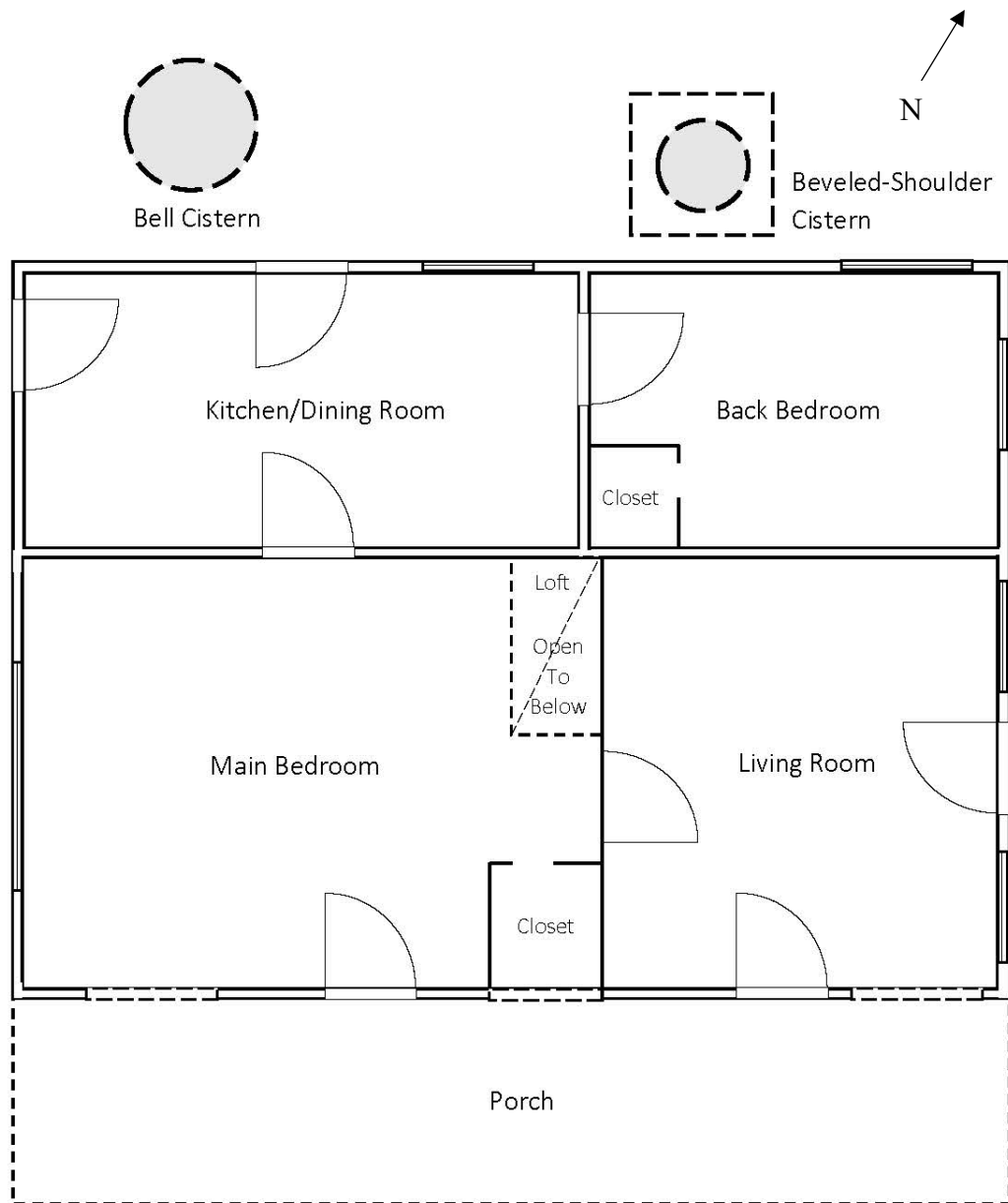


Figure 4. Schematic plan of Mary Christian Burleson House with cisterns. Stantec 2023.

Mary Christian Burleson House, Elgin, Bastrop County, Texas



Figure 5. 1836 Map of Texas with Parts of Adjoining States Compiled by Stephen F. Austin. Note Austin's first Colonies outlined in green and Stephen F. Austin's Little Colony in yellow at center.<sup>187</sup>

<sup>187</sup> Stephen F. Austin, *Map of Texas with Parts of the Adjoining States* (H. Stanner), 1836.



Mary Christian Burleson House, Elgin, Bastrop County, Texas

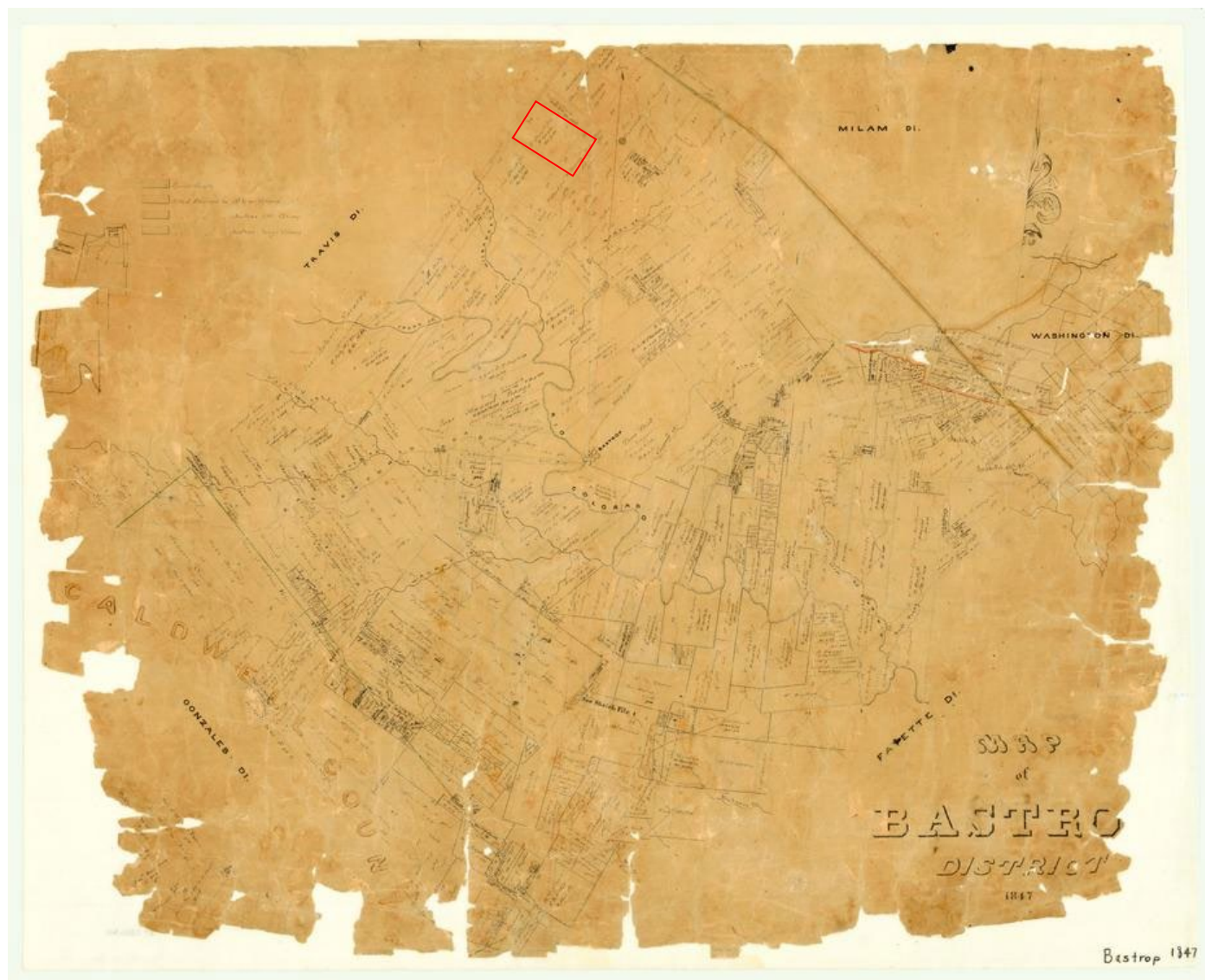


Figure 6. 1847 Map of Bastrop County.<sup>188</sup> Thomas Christian property indicated with red box.

<sup>188</sup> Unknown, *Map of Bastrop County, Texas, including the Prairies and Lakes region*, 1847.

Mary Christian Burleson House, Elgin, Bastrop County, Texas



Figure 7. 1879 Map of Bastrop County.<sup>189</sup>

<sup>189</sup> Texas General Land Office, *Map of Bastrop County, Texas* (Texas General Land Office), 1879.



Mary Christian Burleson House, Elgin, Bastrop County, Texas

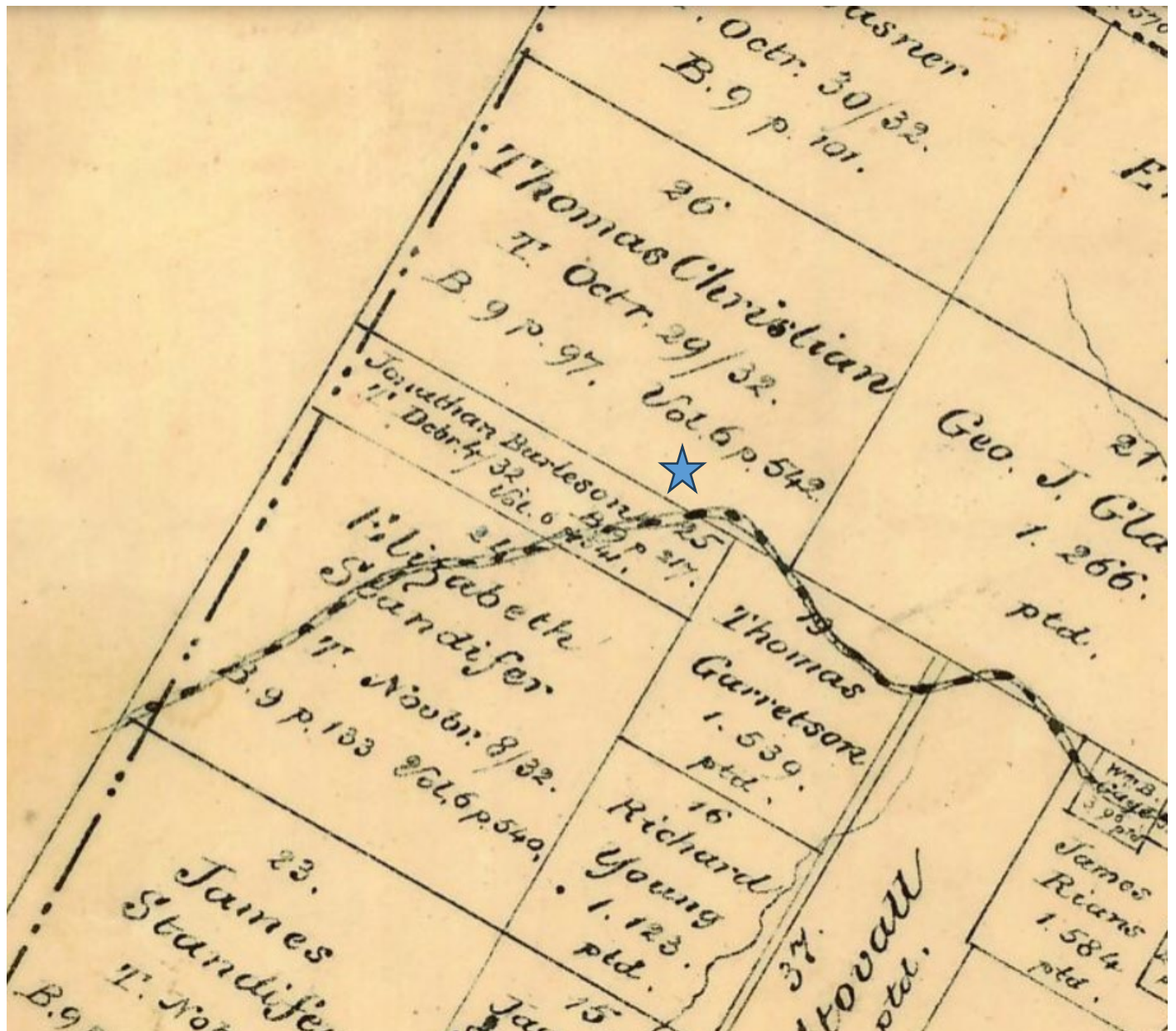


Figure 8. Excerpt of 1879 map of Bastrop County, annotated by Stantec.<sup>190</sup> Note the railroad track at the south corner of the Thomas Christian property. The blue star represents the approximate location of the 1-acre nominated property in relationship to the 4,428.4-acres Thomas Christian Survey.

<sup>190</sup> Texas General Land Office, *Map of Bastrop County, Texas*, 1879.

Mary Christian Burleson House, Elgin, Bastrop County, Texas



Figure 9. 1883 Map of Bastrop County.<sup>191</sup>

<sup>191</sup> George J. Thielepape, *Map of Bastrop County, Texas, including the Prairies and Lakes region*. (Texas General Land Office), October 1883.



Mary Christian Burleson House, Elgin, Bastrop County, Texas

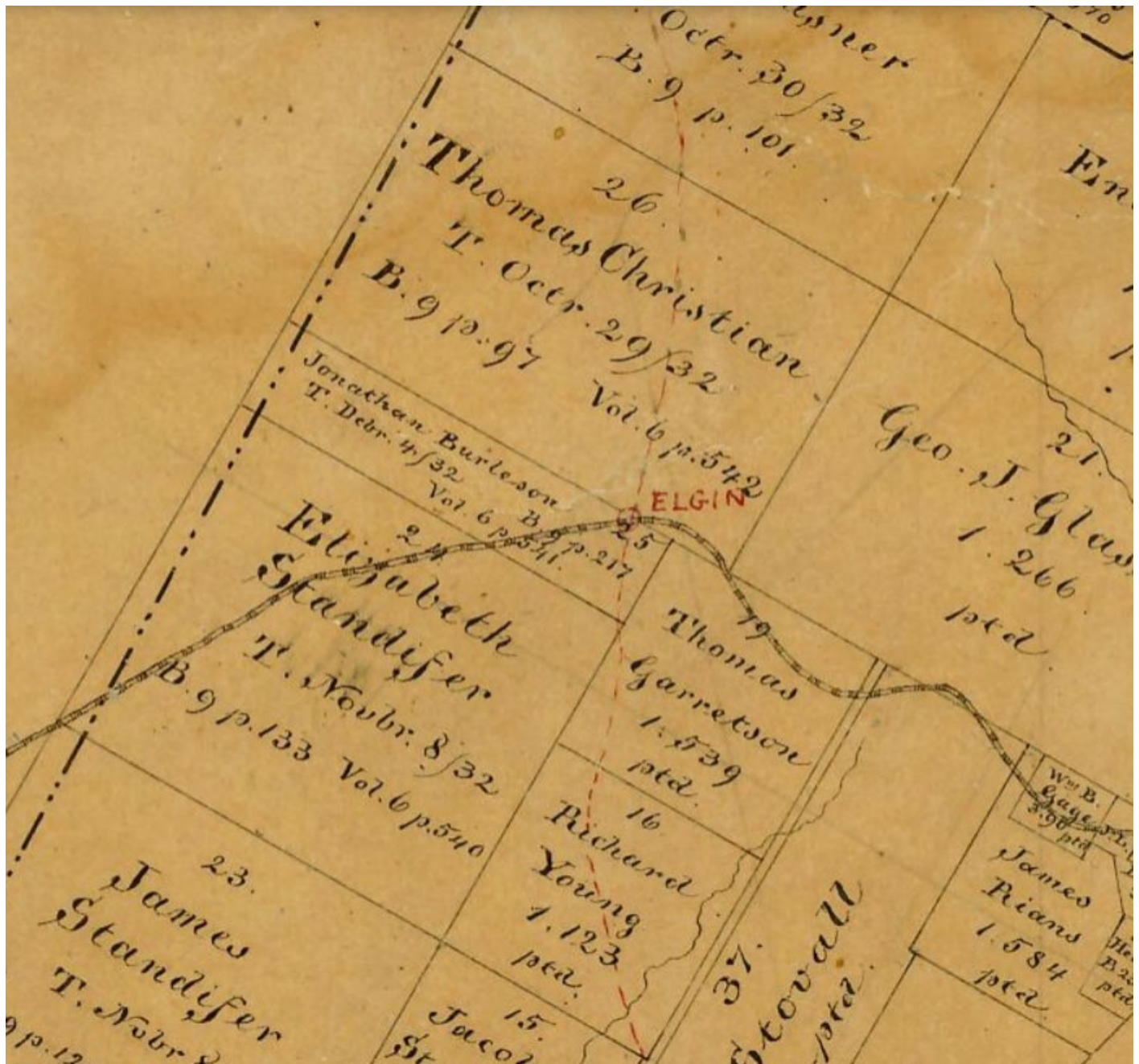
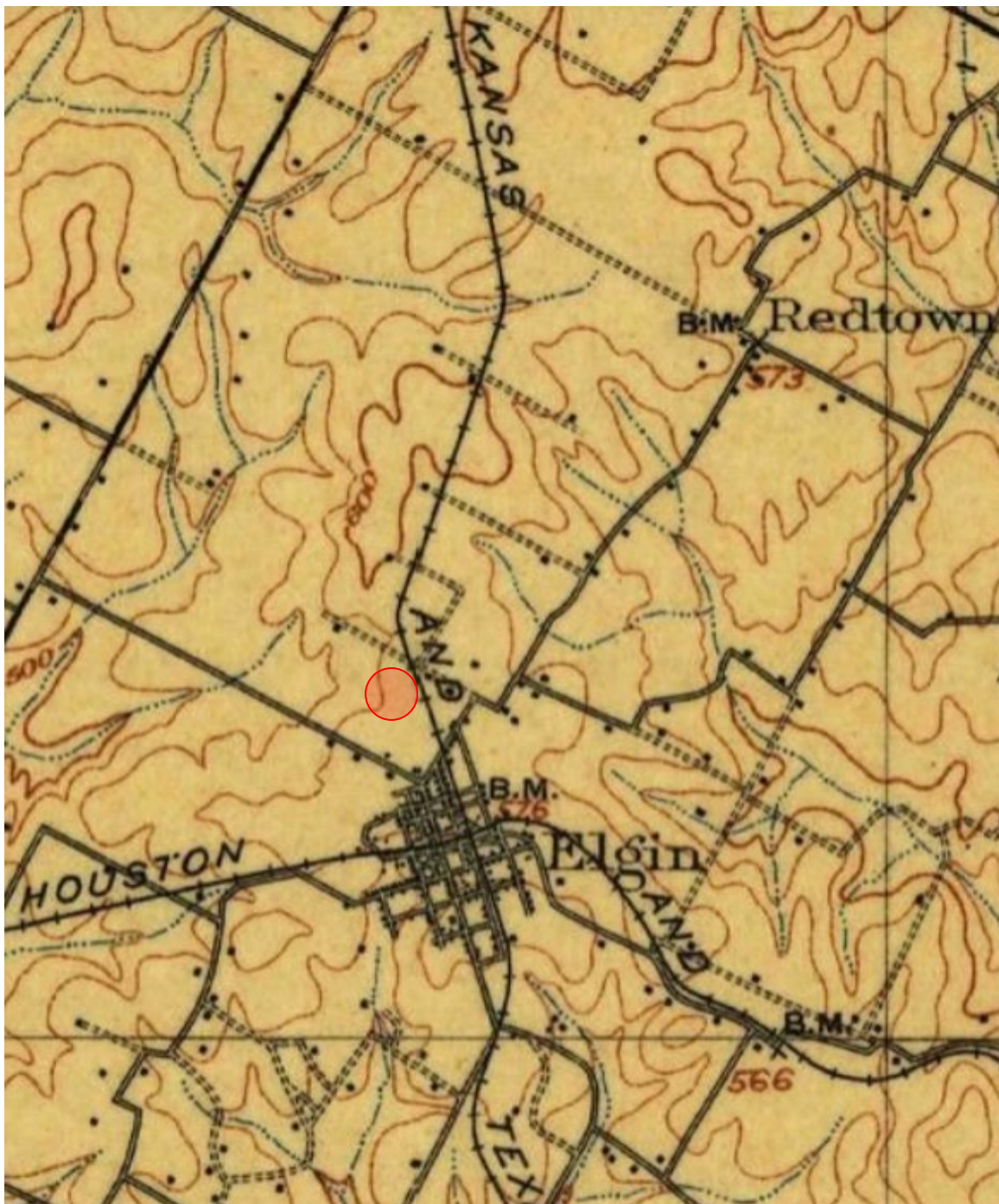


Figure 10. Excerpt of 1883 Map of Bastrop County, annotated bt.<sup>192</sup>

<sup>192</sup> Thielepape, *Map of Bastrop County, Texas, including the Prairies and Lakes region.*, October 1883.



<sup>193</sup> U. S. Geological Survey, *Bastrop Sheet* (U. S. Geological Survey), 1904.



Mary Christian Burleson House, Elgin, Bastrop County, Texas

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Figure 12. Photograph of the Mary Christian Burleson House ca. 1940 to ca. 1960.

Mary Christian Burleson House, Elgin, Bastrop County, Texas

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Figure 13. The early 1840s Tom Ireland House in Webberville, Texas, an example of a double-crib cabin or dog-trot house with a breezeway separating two rooms, a common early Texas house form.<sup>194</sup>

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<sup>194</sup> Anonymous, *Tom Ireland House, Webberville, Travis County, TX*, Historic American Building Survey (Library of Congress, July 1975).

Mary Christian Burleson House, Elgin, Bastrop County, Texas

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Figure 14. The ca. 1836 Thomas Barnett House in Rosenberg, Fort Bend County, Texas, is an example of house with a dual-pitched roof and two rooms without an open breezeway, like the Burleson House.<sup>195</sup>

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<sup>195</sup> Drury Blakely Alexander and Todd Webb, *Texas Homes of the Nineteenth Century*; Anonymous, "[Thomas Barnett House], photograph," (crediting Fort Bend Museum, 1962).

Mary Christian Burleson House, Elgin, Bastrop County, Texas

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Figure 15. The ca. 1830 Jenkins House at 1710 Main Street in Bastrop, Texas.<sup>196</sup>

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<sup>196</sup> Marie Deacon et al., *Resources of Bastrop (Partial Inventory: Historic and Architectural Properties)*; Texas Historical Commission, "[Old Jenkins Home, (Front oblique)], photograph," (1969).

Mary Christian Burleson House, Elgin, Bastrop County, Texas

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Figure 16. The ca. 1850 A. A. Erhard House at 1106 Pecan Street in Bastrop, Texas.<sup>197</sup>

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<sup>197</sup> Marie Deacon et al., *Resources of Bastrop (Partial Inventory: Historic and Architectural Properties)*; Texas Historical Commission, "[A. A. Erhard (Front elevation)], photograph," (1972).



Mary Christian Burleson House, Elgin, Bastrop County, Texas

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### Current Photographs (August 2022)

Photograph 1. South and east façades. Camera facing northwest.





Mary Christian Burleson House, Elgin, Bastrop County, Texas

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Photograph 2. West and south façades. Camera facing northeast.





Mary Christian Burleson House, Elgin, Bastrop County, Texas

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Photograph 3. Porch at south façade. Camera facing east/northeast.





Mary Christian Burleson House, Elgin, Bastrop County, Texas

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Photograph 4. Porch at south façade. Camera facing west.



Mary Christian Burleson House, Elgin, Bastrop County, Texas

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Photograph 5. East façade. Camera facing west.





Mary Christian Burleson House, Elgin, Bastrop County, Texas

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Photograph 6. North and east façades. Camera facing southwest.



Photograph 3. North façade. Camera facing south.

Mary Christian Burleson House, Elgin, Bastrop County, Texas

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Photograph 7. North façade. Camera facing south.





Mary Christian Burleson House, Elgin, Bastrop County, Texas

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Photograph 8. North and west façades. Camera facing southwest.



Mary Christian Burleson House, Elgin, Bastrop County, Texas

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Photograph 9. West façade. Camera facing east.





Mary Christian Burleson House, Elgin, Bastrop County, Texas

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Photograph 10. Foundation, looking under the porch at the south façade towards the northwest corner of the building. Camera facing northwest.



Mary Christian Burleson House, Elgin, Bastrop County, Texas

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Photograph 11. Main Bedroom interior. Camera facing west.





Mary Christian Burleson House, Elgin, Bastrop County, Texas

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Photograph 12. Main Bedroom interior. Camera facing north towards Kitchen/Dining Room.



Mary Christian Burleson House, Elgin, Bastrop County, Texas

Photograph 13. Main Bedroom interior. Camera facing south towards porch.





Mary Christian Burleson House, Elgin, Bastrop County, Texas

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Photograph 14. Main Bedroom interior. Note the loft opening in ceiling at Photograph center. Camera facing northeast with Kitchen/Dining Room to left and Living Room to right.



Mary Christian Burleson House, Elgin, Bastrop County, Texas

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Photograph 15. Living Room interior. Camera looking south towards porch.





Mary Christian Burleson House, Elgin, Bastrop County, Texas

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Photograph 16. Living Room interior. Camera looking west into Main Bedroom.



Mary Christian Burleson House, Elgin, Bastrop County, Texas

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Photograph 17. Back Bedroom interior. Camera facing east.



Mary Christian Burleson House, Elgin, Bastrop County, Texas

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Photograph 18. Back Bedroom interior. Camera facing west.





Mary Christian Burleson House, Elgin, Bastrop County, Texas

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Photograph 19. Kitchen/Dining Room interior. Camera facing west.



Mary Christian Burleson House, Elgin, Bastrop County, Texas

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Photograph 20. Kitchen/Dining Room interior. Camera facing northeast towards Back Bedroom.





Mary Christian Burleson House, Elgin, Bastrop County, Texas

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Photograph 21. Roof structure viewed from Kitchen/Dining Room interior. Camera facing up towards the southwest.



Mary Christian Burleson House, Elgin, Bastrop County, Texas

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Photograph 22. Overall site looking towards house from north end of property. Camera facing south.





Mary Christian Burleson House, Elgin, Bastrop County, Texas

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Photograph 23. Barn at north end of property. Camera facing northwest.





Mary Christian Burleson House, Elgin, Bastrop County, Texas

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Photograph 24. Barn at north end of property. Camera facing east.





Mary Christian Burleson House, Elgin, Bastrop County, Texas

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Photograph 25. Beveled-shoulder cistern at north side of house, obscured by foliage. Camera facing west.





Mary Christian Burleson House, Elgin, Bastrop County, Texas

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Photograph 26. Capped bell cistern at north side of house. Camera facing down.





Mary Christian Burleson House, Elgin, Bastrop County, Texas

Photograph 27. Entrance of property from Louise Street showing fencing and drive. Camera facing north.



- end -

# TEXAS HISTORICAL COMMISSION

*real places telling real stories*

May 28, 2020

Megan Brown, Chief  
State, Tribal, Local, Plans & Grants Division  
National Park Service  
1849 C Street, NW Mail Stop 7360  
Washington, DC 20240

## Hurricane Harvey Emergency Supplemental Historic Preservation Fund Grant Program

Submitted by Gregory Smith, THC National Register Coordinator (greg.smith@thc.texas.gov)

**Property Name:** Mary Christian Burleson House  
**Property Address:** 117 Louise Street  
**City:** Elgin  
**County:** Bastrop

|                                                                                                                                   |
|-----------------------------------------------------------------------------------------------------------------------------------|
| <b>Property is individually listed in the National Register of Historic Places.</b><br>Date of Listing:<br>Listing Record Number: |
| Property retains sufficient historic integrity from the time it was originally listed.                                            |
| Property integrity has been compromised since listing. (See attached documentation)                                               |

|                                                                                                                                                                                   |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Property contributes to the significance of a district listed in the National Register of Historic Places.</b><br>District Name:<br>Date of Listing:<br>Listing Record Number: |
| Property retains sufficient historic integrity from the time it was originally listed.                                                                                            |
| Property integrity has been compromised since listing. (See attached documentation)                                                                                               |
| Contributing status not reflected in nomination. (See attached documentation)                                                                                                     |

|                                                                                                                   |
|-------------------------------------------------------------------------------------------------------------------|
| <b>X Property is not listed in the National Register.</b>                                                         |
| <b>X</b> Property retains sufficient integrity and meets National Register criteria. (See attached documentation) |

Mary Christian Burleson (1795-1870) was a pioneer of the Texas frontier and raised a family of leaders, including Elgin's first mayor, local judges, teachers, and business owners. Burleson was born in Virginia, married Thomas Christian in 1822, and in 1832 moved with her husband and children to the Texas (then part of Mexico). Thomas was killed in the Wilbarger Massacre in August 1833, and Mary and her children moved to Reuben Hornsby's fort, where in 1834 she married James Burleson, who died in 1836. In 1840 she moved with her seven children to a log house at the site of present-day Elgin. In 1847, she built her permanent and final house. In the 1860s she and her stepson, Jonathan Burleson, granted a right-of-way to the Houston and Texas Central Railway route through their headright and land for the future townsite of Elgin. The house is a good example of 19th century Texas vernacular architecture and remains the oldest existing building in Elgin. The home's construction includes local mill-sawed timbers and lumber, juniper pole rafters, field stones, waney edge lath, wooden pegs, square nails, and possible reuse of parts of an earlier 1840 log structure. It is eligible for listing in the National Register under Criterion A area of Settlement and Criterion C in the area of Architecture at the local level.





## A map of Elgin, Illinois, with a red star marking the location of the Elgin Public Library. The star is situated at the intersection of Louise St and E 10th St. The map shows a grid of streets including Taylor Rd, N Ave H, N Ave F, N Ave E, N Ave J, and E 1st St through E 10th St. To the west, I-90 (North) and I-55 (South) are visible. Landmarks include Bloomer's Garden Center, Memorial Park, Morris Memorial Park, and Elgin Tile Services. The city name 'Elgin' is centered on the map.

The map illustrates the Mary Christian Burleson Homestead, a rectangular property bounded by Louise Street to the west and an access road/driveway to the east. The homestead is divided into several areas, including a large 'PASTURE' area in the northwest and a 'HISTORIC GARDEN AREA' in the southeast. Key features include:

- Boundaries and Infrastructure:** A red dashed line marks the '1 ACRE MCBPDF BOUNDARY'. A black dashed line indicates the 'PATH'. A solid black line shows the 'ACCESS ROAD/DRIVEWAY'. 'WIRE FENCE' is marked with 'X' symbols. '1/2 REBAR W/CAP' locations are marked with circles.
- Structures and Remnants:** A 'NON-EXTANT C. 19TH CENTURY BARN AREA' is shown in the northeast. A 'BARN & midden' is located within this area. A 'c. 1950s Trague Shed' is situated in the central-western part. A 'brick walkway remnant' is located near the bottom center. Other structures include a 'Bell Cistern & midden', a 'Bottle Cistern', and a 'Model T grille'.
- Vegetation and Environmental Features:** 'DENSE VEG. >70%' is shown in the southeast. 'SHALLOW GULLY' areas are marked with wavy lines. 'scattered lumber', 'scattered midden', 'scattered structural remnants', 'fencing around tree', 'cedar cattle chute', 'crepe myrtles', and 'driveway stones' are also labeled.
- Archaeological Findings:** 'POSITIVE SHOVEL TEST' locations are marked with red dots. 'SENSITIVE ARCH. AREAS' are indicated by red dashed lines.

A legend in the top left corner defines the symbols used on the map. A scale bar indicates distances from 0 to 80 feet. A north arrow is located in the bottom right corner, labeled '(magnetic)'.

**Oldest Known Photo (between 1940 and 1960)**



Upon acquiring the site in 2015, the Mary Christian Burleson Foundation began work to preserve the homestead. The grounds were cleared of debris and vegetation overgrowth. This, along with protection and vigilance from neighbors and the rural volunteer fire department provide security and fire prevention measures for the property. Stabilization and protection measures were underway when the hurricane struck in 2017. This Phase I of stabilization finished in March of 2018 and included temporary structural supports, and temporary roof support.

## 2019 Photos

East facade





South façade





South façade



Southeast oblique





West façade detail



- end -

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# Mary Christian Burleson Homestead

Elgin, Texas

## Historic Structure Report and Preservation Plan

August 28, 2015



DRAFT



## Summary of Historical Background & Summary of Significance



Mary Christian Burleson Homestead Historic Photograph, c. 1940–1960



Mary Christian Burleson Homestead, c. 2002



Historic Photograph of 19th Century Pioneer Woman

The 23-acre Mary Christian Burleson Homestead is situated at the northwest intersection of Louise Street and Lexington Road on the north edge of the City of Elgin, Texas. This surviving remnant of land is out of an original 477 acre land grant given to Mary Christian Burleson and her first husband, Thomas Christian, as part of Stephen F. Austin's "Little Colony". The single-story wood frame building on the property is thought to have been the home of Mary Christian Burleson, a dynamic pioneer woman of the early Texas frontier. Built in a Republic-Antebellum style using locally sourced materials, the homestead was on the northern settlement frontier of Texas at construction and remains the oldest existing building in the City.

Mary Randolph Buchanan Christian Burleson was a pioneer settler, farmer, stock raiser, educator and founding member of the second oldest Methodist Church in Texas. Born in Virginia in 1785, Mary married Thomas Christian at age 27 and made her move South via Kentucky, Illinois, and Missouri. They settled in Mina (now Bastrop) in 1832 after obtaining a land grant as part of Stephen F. Austin's "Little Colony" and built one of the first houses in town. Bastrop was a central and secure settlement to reside in while pioneers prepared to move to farms further out in the frontier. While scouting for property up the Colorado River, Thomas Christian was scalped and killed at the 1833 Wilbarger Massacre. The next year, Mary married James Burleson, Sr. and became stepmother to Edward Burleson who went on to become Commander and Chief of the Texas Army and Vice President of the Republic of Texas from 1841 to 1844. Mary Christian Burleson was widowed a second time in 1836 when James Burleson, Sr. fell ill and died from injuries sustained from a battle called the Grass Fight.

The first written record of the Homestead appears in 1871, after Mary had already passed away. Records indicate that in 1840, Mary moved her children to the land grant in Elgin and built a small log cabin. The family fled soon after due to aggression from local Native Americans, but returned in 1847 and built a two room log cabin. It is thought that the existing Homestead building was constructed adjacent to this cabin in approximately 1855. In a 2012 assessment of the structure, anthropologist Dr. Michael B. Collins noted building elements, including mill-sawed timbers and lumber, juniper cedar



1934 HABS Documentation of Sam Houston House, Fort Gibson, OK

poles, field stones, waney lath, wooden pegs and square nails, that he determined could date building construction to the 1840's or 1850's.

Mary Christian Burleson resided at the Homestead until her death in 1870. She continued her family tradition of stock raising to support her family and was an active member of the community, starting the first school in the area on the Christian tract in the late 1860's and raising seven children who would become leaders in the community. In 1873, her estate was divided equally between the heirs and her daughter Nancy Gatlin was granted tract No. 4 which included 46 acres and the Homestead residence.

#### Bibliography:

Embree, Cristin. "Mary Christian Burleson Homestead Historic Structure Report Developmental History," Report. 2015.



Map of Stephen F. Austin's "Little Colony"



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## Historical Background

*(compiled by Cristin Embre)*

### Mary Christian Burleson's Early Life

The Mary Christian Burleson Homestead is built on one of the 15 original titles in Stephen F. Austin's Little Colony, First Class Headright League, dated April 26, 1832. It was the first homestead built in the northwest portion of the Colony. Its builder was later granted a portion of this Headright to the Houston and Texas Central Railway route that established the town site of Elgin (1872).

Mary was a participant in the Runaway Scrape and a Charter Member of the second oldest Methodist congregation in Texas. She and her children made significant contributions to the education of women in the area. The first school in the area was located on the Christian tract and she supported the Charter for the Burleson Male and Female Academy. Mary was an independent businesswoman and land manager. She was the wife of surveyor Thomas Christian, who was scalped and killed at the Wilbarger Massacre, and second wife of James Burleson Sr., appointed commissary under Gen. Andrew Jackson for the Creek War, served under Lt. Sam Houston in the battle of Horseshoe Bend, and was named the hero of the Grass Fight. Mary was the stepmother of Gen. Edward Burleson, commander at the siege of Bexar, Commander and Chief of the Texas Army and Vice President of the Republic of Texas 1841-44.

Mary Randolph Buchanan Christian Burleson was born in Wythe County, Virginia in 1795 to John and Nancy (Wright) Buchanan. Her Grandfather, Captain John Buchanan, owned a modest Virginia Plantation and was a noted weaver with a strong family tradition in stock raising and farming. <sup>1,2</sup>

Mary met Thomas Christian in 1820 at the age of 26 during a visit with family in Kentucky. <sup>3</sup> Christian had fought in the War of 1812, was a farmer, stock raiser and surveyor. <sup>4</sup> After a short courtship, the couple returned from Kentucky to marry in Virginia. They remained in Virginia for a few years where their son John Madison, and two daughters, Nancy Wright and Eliza Ann <sup>5</sup> were born.

Thomas Christian's family was prominent; most notable was Thomas' great grandfather, William Christian. Known as Illiam Dhone or "Brown William," Governor of the Isle of Man. His name is often equated with rebellion, Manx independence and revolution. <sup>6</sup> Christian's grandfather, Col. William Christian came from Ireland to Pennsylvania in 1626, resettling in Virginia in 1632. He married into the Campbell family which included Governors of Tennessee and Virginia. Christian's father, Benjamin Christian, was a soldier in the Revolutionary War, captain of the Virginia Rangers and awarded 8,000 acres of land by a proclamation of 1763 for services in the French and Indian War. <sup>7</sup>

### Texas Frontier

Thomas and Mary began their trek westward, first stopping in Missouri, where Mary had two more daughters, Martha Allison and Amanda Jane. In Missouri the family joined immigrants headed to San Felipe de Austin in Texas part of the last contingent of Austin's Little Colony, where they arrived in April 1832. <sup>8,9</sup>

In 1831 Stephen F. Austin, upon the death of Moses Austin, realized his father's empresario contracts. To attract settlers, Austin prepared a pamphlet for distribution, writing of an abundant land, a paradise called Texas where land was available for almost nothing to people of "...good character, and steady, moral and industrious habits." <sup>10</sup>

Cheap land drew most, and second to land was a "...climate with regard to health." <sup>11</sup> An estimated 20-25% of the settlers were seeking better health, invalids were common and many of the early settlers came from southern states where diseases such as dysentery and malaria raged through the summer months. <sup>13</sup>

In a letter from James Clark to Stephen Austin, Thomas Christian is described: "...in steadiness and habits of integrity and honor he yields to no citizen of our country. His circumstances are easy though not affluent and he seeks in your Country under a climate more congenial an asylum from the cold of the North." <sup>13</sup>



Figure 1. The Mina-Bastrop House, on Camino Real, built in the 1830's.  
Source: Augustus Koch Sketch.



Figure 2. Photograph of Mina-Bastrop House  
Source: John Holmes Jenkins III, Ed, *Recollections of Early Texas: The Memoirs of John Holland Jenkins*. Austin: The University of Texas Press, 1958, 135-136.

Thomas and Mary were granted one of the 15 original titles in Stephen F. Austin's Little Colony on October 16, 1832, Headright League located six leagues north of Mina.<sup>14</sup> The family stayed in Bastrop for the following year, as Bastrop was a fairly secure place to live while preparations were made for moving to outlying farms and while lots were surveyed.

Many of the townsfolk lived in temporary camps; Christian built the 5th structure in Bastrop on a lot selected along the river bank.<sup>15, 16</sup> It is recorded that Thomas Christian was granted a town lot in Mina block 26, abstract 128 of Mina Town Tract which bordered by Walnut Street to the South, Austin Street to the South, Jefferson Street to the west and Hill Street on the East.<sup>1, 17</sup>

In 1887 Augustus Koch paused to sketch a birds-eye view of Bastrop. According to the Bastrop County Historical Societies location details on early town lots, two buildings appear on Koch's map.<sup>18</sup> (Figure 1) The Bastrop-Mina house is nearby and believed to have been built in the 1830s. Located along the Camino Real, it was described and sketched by Koch and later photographed.<sup>19</sup> (Figure 2).

Oral family histories from two of Mary's daughters shed light on the Christians' motivations for leaving Bastrop. According to Martha, who was five years old at the time, the family moved from Bastrop due to a lack of cleared cultivatable lands on their lot, moving westward in the summer of 1833 to Mr. John F. Webber's Fort to secure a crop of corn<sup>20</sup> in what is now Webberville.

Webber, an Anglo who had settled in the area early in 1827 with his African-American wife and children, sought to find a place where he and his family could escape the discrimination of the antebellum South.<sup>21</sup> This is likely why they took up land on the very edge of the frontier on the Colorado River. According to Noah Smithwick, who personally knew the family, Webber's wife, 'Puss', was "ever ready to render assistance, without money and without price," to anyone in the neighborhood who needed help. Smithwick tells of several unfortunates to whom the Webbers gave a temporary home.<sup>22</sup> The Christians appear to have been among the families that benefited from her generosity.

Mary became the sole provider and protector of her young family of six when her husband, Thomas Christian, was scalped and killed in the famous Wilbarger Massacre in August of 1833. The earliest known report of the event appeared in the *Houston Telegraph and Register* in 1840, seven years after the incident, depicted in colorful and dramatic language the day's events including Wilbarger being scalped and left for dead.<sup>23</sup>

The family was still settled at Webber's Fort when he had ventured west to scout for land further up the Colorado River in August near present day Walnut Creek with Josiah Wilbarger and three young men. Josiah Wilbarger was at the time the only settler north of Bastrop, having moved onto his Headright League in 1830.<sup>24, 25</sup> At Pecan Springs, approximately 4 miles East of Austin, the party was involved in a shootout with a group of Comanche, Waco, or Caddo Indians.<sup>25,</sup><sup>26</sup> Christian was one of the two men killed at the scene. The two surviving men brought news to the Webber's neighbors, Ruben Hornsby, reporting the death of their three companions, stating that they, "saw Wilbarger fall and about fifty Indians around him, and knew he was dead".<sup>27</sup>

Numerous accounts of the event have been published since, some including Sarah Hornsby vivid premonitions about Wilbarger being alive and Wilbarger's account of being visited by his sister Margaret (Missouri) whom he found out weeks later died the night before she had appeared to him.<sup>23a-d</sup>

Christian was buried on the Hornsby League. Ruben Hornsby brought Mary and her six young children to his settlement where he prepared a simple cabin for

## Connections to Power

them, where they lived temporarily. She stayed on Ruben Hornsby's Fort on the Colorado River south of the Christian League.<sup>28</sup>

On September 17, 1834 "It is ordered by the Ayuntamiento of the Municipality of Mina that the heirs of Thomas Christian be allows to enter in the Town of Mina two buildings lots in said town which shall be deeded to them in less of fraction No. 1 stricken off as Commons to aforesaid Town of Mina."<sup>29</sup>

In 1834 Mary wed the patriarch of the prominent Burleson family, James Burleson Sr. and moved just north of Bastrop where their child, Elizabeth was born.<sup>30</sup> During their short marriage, under command of his son, Gen. Edward Burleson, commander at the siege of Bexar (San Antonio), James Sr. fought at the first major campaign of the Texas Revolution and is a named hero for leading a decisive charge in the Grass Fight.<sup>31, 32</sup>

Mary became the step-mother of James Sr.'s many adult sons, who become well known characters in battles with the Mexican Government and Indian groups, as well as important leaders in the Republic and during early Statehood. Mary's stepson Edward Burleson would go on to become Commander and Chief of the Texas Army and Vice President of the Republic of Texas 1841-44, receiving just over 6,000 votes in the election. Edward's death in 1851 was said to have produced such a profound sensation throughout the country, in which "his name had become as familiar as a household word."<sup>33</sup>

Mary was widowed a second time when Burleson Sr. became ill and died at the home of his daughter Rachel Rodgers after being discharged from battle in January of 1836.<sup>34</sup>

While Mary did not inherit any land from Burleson, her infant daughter Elizabeth was one of three Burleson children listed in Burleson's Will, including Aaron and Edward: "I give and bequeath unto Elizabeth Burleson all my household furniture and the six lost including the building where I now live, and five cows and calves".<sup>35</sup> Elizabeth recalls that Burleson Sr. "provided Mary a home on a tract of land near Bastrop and it is supposed that they live here until 1840, when she moved to her Headright League.<sup>36</sup> James house was on the Colorado.<sup>37</sup> If Mary lived at Burleson Sr.'s home, it was likely with some James Burleson's sons and daughters that were in their early 20s.<sup>38</sup>

In March of the same year, Mary and her family became participants in the drama of the Texas Revolution. After the fall of the Alamo, Col. Edward Burleson relieved his brother Jonathan and a young 13-year-old volunteer soldier John H. Jenkins from their station to help Mary and her seven children. Mary and family fled Bastrop with the Jenkins and Burleson families joining area settlers seeking refuge from Mexican soldiers in the "Runaway Scrape."<sup>39, 40</sup> Family legend recounts that Mary was forced to swim across the flooded Brazos with her baby, Elizabeth on her back.<sup>41</sup> According to Sarah "Tex" or "Texana" Gatlin Standifer, daughter of Mary's eldest daughter Nancy Wright, Nancy and the other children walked barefoot, leaving blood in their tracks, from Fort Bastrop to Parker's Fort.<sup>48, 49</sup>

After the Battle of San Jacinto, April 21, 1836, Mary came back to Bastrop from Parker's Fort, three weeks before the Fort Parker massacre in which members of the pioneer Parker family were killed in a raid by Comanches. In this raid, a 9-year old Cynthia Ann Parker was captured and spent most of the rest of her life with the Comanche, marrying a Chief, Peta Nocona, and giving birth to a son, Quanah Parker, who would become the last Chief of the Comanches.<sup>42</sup>

In the spring of 1835, Mary was one of an eleven member charter, which included Cecilie, a slave of the Samuel Craft family, to organize what is believed to be the second oldest Methodist congregation in Texas.<sup>43</sup> This was risky business. Under Spanish rule, the law permitted only Catholic congregation. This society

met at an unfinished Bastrop store where a barrel served as the pulpit and seats were planks supported by boxes. <sup>44</sup>

It is possible that Mary supported the abolition of slavery, as did other Methodists in Bastrop at the time. Only a few years later, Bastrop area Methodists passed a local resolution making it unacceptable for a bishop to be connected in any way with slavery. <sup>45</sup>

In 1838, Mary again supported the fledgling Methodist community as one of the 15 member charter, which under the flags of the Republic officially organized a Methodist church in Bastrop. <sup>46</sup> A bell for the church was shipped by way of the Colorado River on the riverboat "The Moccasin", built by Sherman Reynolds, stepson of Mary, husband of Martha A. Christian Reynolds, Mary's eldest daughter. <sup>47</sup>

## Homestead Setting

The Thomas Christian Headright League is described in the Charter of Instrument Deed Records Bastrop Texas, Samuel P. Browne's 1832 survey: "land as belonging to the class of arable land in one-twenty-fifths part and to pasture land in twenty-four-twenty-fifths parts." Post Oak, Black Jack, Mesquite and Hackberry trees served as corner landmarks for the Headright.

Two distinct soils types dominated the area and determined the time of early settlements and the livelihood of its people. The 1847 homestead sits atop the boundary of sandyland and prairie. Historic accounts indicate that the soil on the front of the house was sand and that in the back was prairie clay. <sup>51</sup>

The sandyland was more friable and easier to cultivate than the clay on the prairie to the north and west, although it could not support the large scale cotton and corn farming of the Blackland prairie. Ease in cultivation made sandyland and ideal first area for settlement.

While most of the Headright is prairie, the placement of Mary's second homestead on the edge of sandyland prairie indicates the family's desire to benefit from both distinct areas. The home's location required that cisterns be dug, though the nearby sandyland contained bubbling springs where settlers dug wells.

On the prairie, water had to be trapped in ponds or creeks and while the clay was inherently more fertile and would water longer after rains, it became hard and cracked in dry periods and was not easy to plow. The life of the later Scandinavians and Germans who settled on the prairie in the 1870's and 1880s consisted of long hours of labor. <sup>52</sup>

Mary's large herds of cattle would have likely watered on a branch of Burleson Creek 0.3 miles from the homestead. Burleson Creek was said to have had water often as the many finger-like gullies and dry creeks that run down slope and north on Mary's prairie feed it. <sup>53</sup>

Sandy land had drawbacks besides water, including dense forested areas, vegetation and game it attracted. Ample trees for building, fuel for heating, fences, and winter protection from the northern winter winds attracted early settlers, as did the small game animals, grapes, dewberries and pecans that grew throughout the woods. <sup>54</sup>

Eleanor Jane Hobbs described living along the neighboring Yegua Creek about 1850. "I have seen herds of buffalo, deer and wild mustangs grazing near our home, and have stood in my door and seen 25 or 30 run by not 50 yards from the house, which was a pretty sight. Bears were plentiful and Mr. Hobbs used to hunt them often. He killed alligators, panthers, and wild cats..." <sup>55</sup>

The land in vicinity of Mary's homestead is recorded the year after Mary's death



in 1871, much unchanged from the 1850s accounts, “Vast open prairie, at the time before barbed wire with large herds of cattle roaming, where grains and other cereals were farmed.”<sup>56</sup> “What is now Elgin was surrounded by a vast wooded section on the east, while on the west was a vast open prairie with large herds of cattle. At that time barb wire was not known here, hence there was little farming for it was impossible to fence against the large herds of cattle.”<sup>57</sup>

Up until the 1950’s, oral histories of land indicate that nearly all the area was cleared with little brush anywhere aside an isolated chaparral or dry-land willow *Baccharis* and hip high grasses.<sup>58</sup>

## Homestead on the Prairie

In 1840 Mary Burleson filed a petition under the Republic of Texas to be appointed administrator of the succession of the Headright League of Thomas Christian.<sup>59</sup> In 1841 Mary again appeared in court and filed the petition to divide the land, one-half to be held in guardianship by Jonathan Burleson for her minor children.<sup>60</sup> In July of that same year, two thousand acres on the south and west of the Headright League was granted to Mary and two thousand, four hundred and forty-four acres on the north and east granted to her minor children.<sup>61</sup>

Many oral histories indicate that by 1840, Mary, with her one son and six daughters aged 5-17, built a small log cabin and established their first homestead on the northernmost portion of the Austin’s Little Colony, an unsettled frontier notorious for Indian raids.<sup>62, 63, 64</sup> In 1930, A.H. Carter, who moved to the area in 1871 at twenty-one years of age to begin teaching at the newly established Burleson Branch School, the year after Mary’s death, describes the home as having been a simple one-room cabin near the current intersection of Lexington Road and Avenue F in the back of Ernest Sowell’s home once the “Carter Addition.”<sup>65</sup>

Nancy (Christian) Gatlin, Mary’s eldest daughter, was 15 in 1840. Sarah Tex Gatlin Standifer recorded her mother’s recollections of the log house Mary “...had built in which the family moved to in about 1840. They had not lived there long before their friends in Bastrop persuaded John Christian to let them help bring his mother and six sisters back to Bastrop as her was the outermost settlement and dangers from Indians were too great. While loathed to do so, they moved back to Bastrop and in a very short time Indians killed a man 2 or 3 miles south of Mrs. Christian’s home.”<sup>66</sup>

Local histories also recorded that Mary left her cabin homestead for Bastrop after a Comanche raid, returning to her land again in 1847 to build a home on the edge of the prairie, the homestead we are seeking to preserve today, believed to be the oldest standing home in Elgin.<sup>67, 68, 69</sup>

## Interactions with Native Americans

It can only be speculated as to why Mary decided to move twice to the frontier from the safety of Bastrop with a young family, but it is likely that the family’s relationship with Edward Burleson, his alliance with native groups in the area and his intimate knowledge of the land may have made instilled confidence in their security in the area.

In May of 1839, Henry Brown wrote that “when we arrived at Bastrop the Indians had been committing depredations” from horse thieving, scalping, to murder of entire families.<sup>70</sup> When Mirabeau Buonaparte Lamar was inaugurated as President of the Republic in 1838, he reversed Houston’s Indian policy of pacification. Lamar turned to Edward Burleson to implement his policy. Burleson resigned from the Senate in January of 1839 and returned to Bastrop to begin almost two years of continual military service. In his pursuit to protect the West and drive the Indians away, Burleson was called into action to participate in the Battle of Brushy Creek in 1839, which occurred a few miles north of Mary’s Headright League. For Lamar, the only way to prosper was to kill the Indians or drive them out.<sup>71</sup>

While perilous interactions between settlers and natives received most mention



in regional histories, not all were bloody or tragic. While the Burleson men were involved in many battles with native groups, some, especially Edward, developed close relationships with local Natives. Placido, principal chief of the Tonkawa Tribe, was a close ally of Burleson and lookout. The Tonkawa provided a service to the Republic as Army and Ranger scouts against the Caddo, Wichita, Waco, and especially against their traditional Comanche enemies. Sadly, Placido was murdered for his allegiance when he refused to join the Federal cause and fight against Texas during the Civil War.<sup>72</sup>

Mary's youngest daughter, Elizabeth Burleson was very close with her brother Edward and that relationship is vividly described in Francis White Johnson's, "A History of Texas and Texans." While Johnson had died nearly 40 years earlier, his manuscripts had been preserved and in 1916, Alexander W. Terrell continues his work, recording Elizabeth tales while "fairly clear of mind at the advanced age of eighty-one."<sup>73</sup> Terrell records that Elizabeth was an accomplished horseman, a crack shot and accompanied Edward during his many visits to friendly neighboring native groups as a young woman.<sup>74</sup> Elizabeth would have been 5 years old when the 1840 cabin was built and 12 when Mary built their second house on the prairie. Elizabeth recounts that she sat with her brother in council with friendly tribes and assisted him in entertaining them. She learned much of their songs, traditions and participated in their customs.<sup>75</sup>

Elizabeth would have been 16 at the time of Edward's death in 1851. It is safe to assume that Edward visited Elizabeth at the homes in Elgin and likely visited neighboring tribes such as the Tonkawa living at seasonal camps on "Redtown Road" nearby the home on the prairie.

Two occasions shed light on Mary's attitude toward native groups. The first being her overall lack of concern for an impending raid of her first cabin. Accounts state that she was busy getting a piece of cloth out of the loom and did not heed the warning of a raid until rather late in the afternoon.<sup>76</sup>

The other incident happened after Mary built her second home on the prairie. Every winter migrating native groups would come into the neighborhood. One day two Indians, likely Comanche, knocked at her back door and requested two beeves (Spanish for cattle raised for meat). Mary granted the request and the next winter they returned, and calling again at the house, whereupon they spread out two lovely buffalo robes saying, "These for the two beeves."<sup>77</sup>

By May of 1845 it was against the law for Native Americans to reside within the neighboring Bastrop County.<sup>78</sup> They could no longer pursue their customary lives, the great herd of buffalo had been decimated in some areas and settlers laid claim to many seasonal food gathering areas. William J. Moon, who founded Elgin's now famous Southside Market in 1882, had Native American ancestry, and was said to have brought meat and coffee to reservation-bound Indians camped outside Elgin.<sup>79</sup>

Edward was colonel of the frontier rangers and in 1837 he surveyed and laid out roads to Bastrop, La Grange, and other Central Texas communities. Burleson was also brigadier general of the militia, served on the Committee on Post Offices and Post Roads, the Committee on Military Affairs and Indian Affairs, and in the spring of 1838, Burleson laid out the town of Waterloo, the original settlement of the city of Austin.<sup>80</sup>

Edward knew the land and its peoples well and was a powerful man. It can be assumed that he could have provided an alternative living place for Mary. While there are no firsthand accounts, we can infer that being on the Headright League – prairie land – was important place for Mary to be, important and safe enough that Edward could abide.

## Stock Raising

With a long family history in stock raising, Mary managed livestock with the help of her young family, some of whom later served under the Confederacy rounding up cattle to feed the army, driving them up the Chisolm Trail to Kansas.<sup>81</sup> It is uncertain when the family began stock raising on the prairie.

Mary's son John M. Christian not only engaged in stock raising but also in the breeding of fine horses. It was said that, "Thomas Christian had brought with him to the early colony some of the finest blood horses."<sup>82</sup> John Christian shared his father's passion for horses and established a horse ranch and race track on the Christian family land near the edge of Hogeye. By the late 1850s his horses and track were well known throughout the area.<sup>83</sup> The only evidence of the race track aside from accounts is mention of its location on a later map.

In October of 1860 John Christian was challenged to a race by a horseman named Day. Day lost twice to Christian and decided to re-coup his losses with a bold theft of Christian's favorite horse. Word had drifted to Hogeye that Day was racing again in Austin Colony, where John Christian pursued Day and was murdered. Accounts indicate that word reached Mary and Christian's widow at the ranch two days later. Christian's sixteen year old son Tom was now responsible to carry on the ranch and farm work. Within a month, Tom claimed his father's body with the help of a stable boy, transporting it back to the ranch in a homemade coffin filled with whiskey-soaked charcoal.<sup>84</sup>

According to accounts,<sup>85</sup> with the heavy work of the winter behind him, Tom Christian took up the trail left by Day that Spring. By then the Civil War was in its beginnings and hearing that Day was seen in New Orleans, Tom joined a unit assigned for duty there. Christian could not find Day and left to return home to help his mother get in the crops and prepare for the winter months. Later the Provost Marshall, friend of John Christian, called at the ranch and told Tom's mother Tom was listed as a deserter. He informed Tom that Day was in the service in Indian Territory.

## Excerpt from Surveyor

The Provost Marshall issued a pass to permit Tom duty to Day's post. Tom found Day and watched him covertly, learning of his patterns and daily movements. Tom was assigned to guard the camp stockade and no longer had the run of the camp, but as luck would have it, Day and a couple of his cronies were brought in for violation of post regulations. The following day Christian approached Day and calmly told him he was the son of John Christian, "the man you killed." Day was speechless for the moment, then turned to his cronies, "I had to kill him, the man meant to kill me". "Yes" said Tom, "he meant to do it, but you stole the horses." Day had no rest that afternoon, going constantly from crony to crony as he paced the grounds within the stockade. That night, when Christian was on duty, the prisoners made a break. All made it but one, Day. Three years later Christian returned home from the war and was content to stay on the ranch. While he is said to have, "many times told his younger brothers and others the story of the races run in the Christian stables, and of the finding of Day, ...but never did he say he did him in. If he did kill Day, and all say he did, he carried it to his grave."<sup>86</sup>

While there are only few mentions of Mary's herd of cattle, 20th century oral histories indicate that Elizabeth (Burleson) Brooks, who lived on part of the Thomas Christian League neighboring Mary's, was also a capable rancher. As the wife of Charles W. Brooks, who served four years in the Confederacy and was an invalid for seven years after, Elizabeth carried her full share of ranching burdens. After the Civil War, rounding up unbranded cattle and moved them north on the great cattle drives which lasted from the end of the Civil War until the introduction of barbed wire and the coming of easier transport by rail.<sup>87</sup>

Much like her mother had, she with her large young family, "held the family affairs and fortunes well together, often with her own two hand slaughtering

## Built Environment



Figure 3. "Old Meeks Home near Wilbarger Creek" C 1851-1852. Source: EHA Photo #1579.



Figure 4. Mrs. Will Condron in front of the Old Litton Home in Hogeye. Source: EHA Photo #975.

## Elgin Methodists

## First Schools

and selling beef to the countryside." <sup>87a</sup> Elizabeth is said to have retained most of her lands by selling much of it as low as 25 cents an acre to raise money for carpet bag tax collectors. <sup>88</sup> The Brooks family moved away from the prairie to Georgetown in 1878 so his children could seek the "educational advantages of Southwestern University." <sup>89</sup>

There are no known local images that date for 1840-1870 and information about the built environment is very sparse. Historic photos have been included of local buildings that date for the 1850s-1870s (Figure 3). Mary's nearest neighbors were the Mike Young family, who helped to establish the Perryville community. Called by three different names, three miles south of Mary's homestead, it was also known as Hogeye or Young's Settlement and was established on the widow Elizabeth Standifer's Headright League. <sup>90</sup>

Standifer's daughter and son-in-law, Sarah and John Litton, built their home on this land, used as a changing station for a stagecoach route from Houston (Figure 4). In 1849, Litton was appointed postmaster and the community was officially called Young's Settlement. The Masonic lodge and churches carried the name Perryville and the name Hogeye was give to the stage coach stop because this was the location where community dances were held. <sup>91</sup> At one time in the 1850s or 1860s Perryville had a saloon, a general store, two blacksmith shops, a grocery, and twelve to fifteen households. <sup>92</sup>

Approximately 5 miles north of Mary's house, along the sandyland prairie line was the community of Post Oak Island (93). Post Oak Island Masonic Lodge No. 181 was chartered in January 1856 with Thomas Gatlin, Mary's eldest daughter Nancy's husband, as Senior Warden. In 1860 all of Mary's daughter's husbands are listed on the roster, with John Christian listed as deceased. <sup>94</sup>

The Oliver and Abbot building located in the Post Oak community of Beaukiss bears striking resemblance to Mary's 1847 homestead. It is important to note at a J.D. Oliver and Wife and P.A. Oliver owned this land from 1885 to 1886. <sup>95a</sup> It may be that the building pictured is the same house and has been misidentified.

A.H. Carter recounts there being few people living in the town site of Elgin, laid-out on a portion of Mary's and her step-brother Jonathan Burleson's land. The building of Elgin was slow to grow and Carter records that it was "possibly three or four years before businesses had any headway on account of McDade being a progressive neighbor..." <sup>95</sup> Elgin's first postmaster was R.V. Standifer, also the Mayor, was grandson of Mary 1873-1877. <sup>96</sup>

The scarcity of records makes it hard to be certain, but it is very likely that Mary was also a charter member of the first Methodist society in Elgin, which would later become First Methodist Church and the first church in Elgin. It is certain that her daughters, grand children and great-grandchildren were pillars of the Elgin Methodist Church. Memorial windows describe the leadership of Mary's daughters, stepsons and later descendants. Six names in total appear in the memorial windows in the church. <sup>97</sup> Two of Mary's great-grandchildren become Methodist Bishops, A. Frank and Angie Smith establishing churches throughout the South.

The Burleson Branch School was the first school in the area and it was located on the Christian tract in the late 1860's. It consisted of a one-room log structure with seats made of split logs. Later another room was added. <sup>98</sup>

The influence of Mary and her educated daughters made significant contributions to the education of children on the frontier. With Mary's encouragement, her son-in-laws John S. Smith, C.W. Brooks, Thomas H. Gatlin and Ed Tisdale, were granted May 31, 1873 when a Special Act of the Texas State Legislature <sup>99</sup> the right to establish the "Burleson Male and Female Academy" to be established



Figure 5. Burleson Branch School. Elgin School Students, c. 1891. Source: EHA Photo #0179

in the area ready Burleson Community...". In 1874 John S. Smith reestablished the "Burleson Branch School", moved the older building into the town of Elgin, <sup>100</sup> where Professor A.H. Carter continued the school for two more terms and was assisted by Mary's Daughter Elizabeth (Burleson) Brooks and Mrs. Will Jones. The school had an enrollment of 172. <sup>101</sup> The only images of this school, also the first school picture that could be found for Elgin, was taken in 1891 (Figure 5). The was his assistant opposite the Methodist Church parsonage on the Christian Tract, West Third Street between Avenue A and Avenue B and that location remained the Elgin school site until September 1898 when a new 2-story red brick was built. <sup>102, 103</sup>

The family has deep roots in the early establishment of centers for higher education in central Texas. Jonathan Burleson Sr., brother of James Sr., was father of Rufus C. Burleson, second president of Baylor University and first president of Waco University. Later descendants were involved in the establishment of Southwestern University, which was named in memory of the missionary that formed the Methodist society that Mary had been a charter member of. <sup>104</sup>

Multiple Christian and Burleson women were college educated and some became educators in the early community.

## Foundation of Elgin

In the late 1860's Mary and her stepson, Jonathan Burleson, granted a right-of-way to the Houston and Texas Central Railway route through their Headright Leagues and land for the town site of Elgin (1872). Unfortunately, no drawings, surveys or maps could be located.

Mary died in 1870 at the age of 75 and is buried in the family cemetery less than one mile from the second homestead along Burleson Creek. <sup>105</sup> The Mary Christian Burleson Cemetery (CP-CO72) appears ¼ mile northwest of Smith Cemetery (BP-CO60). The cemetery in which Mary was interred is also called the Christian Family Cemetery. <sup>106</sup> It may be that Smith Cemetery is the same as Mary Christian-Burleson Cemetery as its location appears in the same place as described in a survey conducted in 1987 which included grandson of Martha Allison Christian, Clyde Reynolds, as a surveyor.

In 1893 Pope Beall and Sigar Beal (Tisdale) deeded to W.A. Smith the land for family burial ground a plot 35 varas by 35 varas in the Thomas Christian League and being about the center of the West half of a 200 acre tract granted to Amanda (Christian) Tisdale. <sup>107</sup>

The earliest marked grave at the cemetery is that of Amanda J. (Christian) Tisdale, age 25 years, b. 1829 d. 1869. There are an estimated of 11 bodies interred at the cemetery including 3 of Mary's adult children and numerous grand children. The last is Itasca Brooks, daughter of Charles and Elisabeth (Burleson) Brooks, b. 1857 d. 1873.

Mary was the mother of seven children who became leaders, including the first mayor, local judges, teachers, and business owners, educated men and women, many called her Grandma Burleson.

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## ELEMENT TYPE

## PRIORITY

## ANALYSIS

## I. SUBSTRUCTURE

## 1. Footing &amp; Foundation

1



Foundation (looking northeast)



Foundation (looking northeast)



Foundation (looking northeast)



Foundation Under West Elevation (looking north)

## Description/Construction:

The main structure is 36' x 32' and consists of five bays of wooden piers, most likely of "bois d'arc" or post oak, set into the soil to an unknown depth. The piers under the central rooms of the house are approximately 24" in diameter, and are flat on the top. They support the two main wall frames that run west and east. The base plate of this wall frame is an 8" x 8" (approximately) hand hewn timber, most likely longleaf pine, with a mixture of 4" x 4" and 2" x 4" studs that form the walls and support the roof. The studs were formed into tenons and inserted into mortises in the base plate. Longleaf pine 2" x 6" joists were quarter-lap notched on the ends and rested directly on the base plate beam. They span north to south under the central rooms. Additional support, consisting of a 1x board nailed to the joist vertically and resting directly on the soil was added to the center of the joists presumably to minimize deflection or "bounce". A 1x ledger was also added to the base plate beam to add support where the joists' quarter lap notch bears on the bottom plate beam. The shed portions to north and south of the central rooms are constructed similarly, but the structure is significantly deteriorated in this area and it is currently unclear how they attach to the bottom plate of the central frames.

Around the entire perimeter of the house, it is unclear how the original foundation was constructed due to deterioration and accumulated soil. Presently, there are recent additions of CMUs, brick, and some stone supporting parts of the perimeter. On the east side, a wooden pier around 9" in diameter is supporting the corner of the central frame. Much of the perimeter structure of the house is sitting directly on the soil, but it is presumable similar smaller wooden piers set into the soil were originally used to support the perimeter of portions of the house.

A beam that runs half of the existing width of the east elevation of the house and is lap jointed over the center pier. The joint is roughly in the center of the house and suggests the current bounds of the central portion and shed portions of the house are original. Along the west side of the house, evidence of a stone fireplace is observable, and a large portion of the structure in this area shows evidence of significant charring.

## Existing Condition:

The foundation materials are in poor to fair condition and the lack of consistency in size and blade marks on the wood indicates that the structure was most likely modified a number of times. The height of the foundation is inconsistent throughout the structure due to deterioration of materials and grade changes. On the west end of the foundation, there is an area of approximately 10' x 8' that consists of wood with black burn marks. This area is underneath the ghost mark outline of a fireplace mantle on the interior west wall.

## Recommendations:

*Immediate foundation work is recommended to stabilize the existing structure and deter any future damage. The variety of materials, ranging from large beams with axe marks to painted joists to dimensional lumber, suggests that the foundation has been patched and repaired numerous times. Wood elements with visible saw or axe marks are likely to be older and should be retained for restoration if possible. The foundation should be reset and reinforced using modern construction methods while retaining a historic appearance. Original elements and materials should be re-purposed when possible. The footing should be comfortably stabilized above ground to avoid decay from water and weather as well as insect infestations to the interior flooring.*

## ELEMENT TYPE

## PRIORITY

## ANALYSIS

## II. MAIN STRUCTURE

## 1. Exterior Walls

1



North Elevation



Southeast Corner



Displaced Wall in Back Bedroom

## Description/Construction:

The existing main building is a one-story frame wood structure with four exterior walls clad in wood clapboard siding. The studs of the exterior walls are made of 2" x 4" x 8' vertical boards at a distance of 3' on center from one another. The west and east walls are 36'-5" and the north and south walls are 32'-3". Historic photos show white paint on the exterior walls. There is one vertical and one horizontal metal plate nailed to the south end of the east elevation, and two vertical metal plates nailed to the center of the north elevation.

The kitchen/bathroom addition has three exterior walls and one wall directly adjacent to the north corner of the west elevation of the main structure. The wood frame exterior walls are clad in 22" x 10" asbestos tiles.

## Existing Condition:

All four elevations exhibit levels of deterioration ranging from fair to poor to the material and structure. The west and east exterior walls are in fair condition. Both the north and south elevations have sunk into the ground, most pronounced towards the west end of the building, and are in poor condition, requiring immediate stabilization. Movement and ineffectiveness of the foundation is evident on all sides. Missing clapboard and trim, and patches and modifications to the structure were noted on all elevations.

The east elevation has a plywood sheet as a temporary cover for the south bottom corner. Two metal plates nailed into the clapboard siding frame the south corner of the east elevation. This corner has settled into the ground. The window and siding are moving from the bottom of the roofline towards the base corner of the building. Two plywood sheets are covering the windows next to the east door. Above the door, there are visible remnants of nails that once held the gable roof of the porch seen in the historic photo. The north side of the east elevation appears to be in good condition with only minimal siding missing.

The north elevation is in fair condition on the east end and in poor condition beginning at the eastern most vertical metal panel. From the interior, a 5" drop from the exterior wall to the interior wall is visible. Both windows are covered with plywood boards and the door frames, as well as the west side of the elevation, are sinking towards the center of the face.

The west elevation exterior wall is in poor condition at the north end where the kitchen/bathroom addition is attached. The corner is settling into the ground and the clapboard siding is visible separating from the building as a result of this movement. There is a cut in the siding 10" to the north of the central window. There is evidence of a fireplace in this location from charring of the foundation underneath the area, archeological inspection, historic photos, and the ghost of a mantle on the corresponding interior wall. As a result, necessary structural studs may be missing from this area of the wall. There is metal siding used as a trim to protect the foundation along this exterior wall. It is loosely attached and in poor condition. The south corner of the west exterior wall appears to be in fair, stable condition. The south elevation exterior wall is in poor condition. The west and east ends are sinking towards the center of the elevation. There are plywood and metal panels nailed to cover the windows.

## Recommendations:

*Siding should be removed from the exterior walls and the condition of the studs should be assessed. Selectively studs that are damaged or deteriorated should be repaired or replaced to ensure structural stability. The 3' on center spacing of the studs should be retained. Materials removed from the exterior walls may be assessed and salvaged for restoration and reinstallation, as appropriate.*



## ELEMENT TYPE

## PRIORITY

## ANALYSIS

## 2. Interior Walls of Main Building

1

## Description/Construction:

The existing main structure has four interior walls dividing the space into 5 separate rooms. Visual inspection of the footings and foundation, as well as historical research of comparable 1840's/1850's buildings, indicates that there may have been a 5 bay by 5 bay grid of footings underneath the house. Interior wall intersections support this theory. Two of the interior walls are 4 ½" thick, with studs spaced approximately 3' on center extending through the ceiling to frame the main portion of the roof. These walls are oriented parallel to each other, west to east, and are clad in horizontal wood siding of various sizes and lengths. These boards are painted white, green, blue or pink, depending on the room they face. The Living Room and Main Bedroom, and Kitchen/Dining and the Back Bedroom are divided by a 1" thick wall made of free-standing blue-painted wood boards with beaded edge on one side. This wall extends through the ceiling and base appears to butt up against the floorboards.

## Existing Condition:

The two central interior walls appear to be in fair condition and are most likely original to the structure. The southern east-west wall has three holes cut into it, leaving openings that appear to have originally framed windows. The beading on the 1" wood panel wall dividing the four rooms appears to be hand planed and has the form and appearance of a building component that would have been used historically. This wall extends through the ceiling and has a distinct paint line extending 4' above the top of the ceiling boards in the Main Bedroom. The wall between the Kitchen/Dining Room and Back Bedroom appears to be in poor condition and has shifted due to movement of the building structure.

## Recommendations:

*Selective boards should be removed from the interior walls and the condition of the studs should be assessed. Selectively studs that are damaged or deteriorated should be repaired or replaced to ensure structural stability. The 3' on center spacing of the studs should be retained. Materials can be salvaged and restored, as appropriate.*

*Material salvaged from the exterior walls should be assessed to see if it was once part of an interior wall and restored, as appropriate. Interior walls should be stabilized using modern construction methods and materials while retaining a historic appearance.*



Kitchen/Dining and Back Bedroom Wall (looking west)



Main Bedroom (looking southeast)



Sleeping Porch (looking southeast)

## ELEMENT TYPE

## PRIORITY

## ANALYSIS

## 3. Roof Construction

1



Roof Construction (looking southeast)



Roof Construction (looking south)



Roof Construction (looking northeast)



Roof Construction (northwest corner)

## Description/Construction:

The roof structure over the main building is a dual-pitched gable roof. The top portion of the roof is at a 7:12 pitch and breaks after 6' to a 5:12 pitch on each side. It is likely that the original roof had this profile as it was typical of the mid-19th century. The sawmill slab lathing is purlins are nailed to rough juniper pole rafters, between 3" and 4" in diameter, at approximately 32" to 36" on center. The rafters end at the top plate of the central wall frames. The pole rafters of the shed portions of the roof continue from this point. They are scarf-jointed to the angle of the roof at the intersection and extend to rest on the exterior wall top plates. The ceiling in the central portion is made of 2x6 plain sawn longleaf pine joists. The interior ceiling is flat sawn 1x pine siding of various widths. The ceiling over the shed areas has 2x4 pine joists, and the same flat sawn pine boards.

## Existing Condition:

The roof structure is accessible through a loft located on the center of the building and is large enough for easy access. The roof is currently partially covered with corrugated metal panels that, in many areas, are missing and/or deteriorated, making the structure susceptible to water damage and weather. It appears that the interior ceiling was lowered at some point and the joists were cut off, flipped over and lowered. There is evidence of square nails in parts of the roof structure, as well as a number of shims and modifications.

## Recommendations:

*It is difficult to determine if the roof structure is original and whether it dates to the 1840's/1850's. Blade and axe marks, square nails and straight cedar posts confirm that the materials are most likely 1870's or before. The roof structure should be stabilized using modern construction methods while retaining a historic appearance and as much of the original building construction technology and materials as possible. A structural engineer and experienced preservation carpenter or contractor should be involved in the restoration. Depending on a final preservation approval, the lowered ceilings need to be raised to their original height of 11'.*

## ELEMENT TYPE

## PRIORITY

## ANALYSIS

## III. SHELL

## 1. Exterior Envelope

1

## a. Siding (Main Building)



Varied Siding Sizes at Southwest Corner



Detail of Earliest Siding Profile

## Description/Construction:

All four facades of the main structure are covered in wood clapboard siding of varying lengths and widths ranging from 4 ½" to 5" exposure. Square nails were found in the 4 ½" siding, which indicates the use of earlier construction materials. The 4 ½" wide siding has slightly molded profile.

The siding currently has remnants of a white colored paint coat and historic photos dating back into the 1940's show a white painted house.

## Existing Condition:

The condition of the siding varies greatly from fair to poor throughout the building. Movement of the exterior walls and sinking into the ground, especially on the north and south elevations of the building, has caused siding to crack and detach from the exterior walls. The siding on the main building ranges from 2 ¼" to 7" in width, but square nails were only found in the 4 ½" siding which would be a plausible historical dimension. There is visible weathered white paint on 40% of the siding.

## Recommendations:

*The siding should all be removed while the structure of the building is being stabilized and restored. Most likely the 4 ½" wood clapboard with an S profile is the earliest existing materials. This should be salvaged for reattachment where possible. New square nails can be obtained and utilized, if appropriate. Historic photos of the house show it painted white. It is difficult to determine the original color of the house without photographic evidence or paint analysis; however, the salvaged or newly milled boards should be prepped and painted before reattachment to the exterior walls. They should be reattached using galvanized or stainless steel nails to avoid rust. Any existing nail holes in the siding should be patched to prevent moisture entering the interior of the walls.*

## b. Siding (Addition)

1



North Elevation of Addition

## Description/Construction:

The kitchen/bathroom addition on the west side of the house is clad in white 22" x 10" overlapping asbestos panels.

## Existing Condition:

The existing asbestos panel siding is in poor condition, cracking and falling apart.

## Recommendations:

*The siding on the addition is from a later modification to the building and should be disposed of properly. The kitchen/bathroom addition does not appear to be historically significant except for the reuse of some salvaged materials that should be retained if the addition is removed.*



## ELEMENT TYPE

## PRIORITY

## ANALYSIS

## 2. Roofing

## a. Roof Covering

1



Roof Covering (looking east)



Roof Covering from North Elevation

## b. Roof Drainage



Northeast Corner

## Description/Construction:

The roof covering is made of down sloping corrugated metal sheets 2' wide and approximately 8' long, nailed with lead capped nails to rough 'waney lath' of longleaf pine varying in width from 20" to 6".

## Existing Condition:

The roof covering is in poor and unstable condition providing little protection to the interior and roof structure. Many panels are missing and approximately 80% of the existing roof covering is rusted.

## Recommendations:

*Immediate stabilization of the roof covering should be prioritized. The historic photo of the building from c. 1940 to 1960 appears to have a wood shingled roof. This would have been typical of the time period. The current metal panels should be ultimately replaced with a historically appropriate roof covering, such as wood shingles.*

## Description/Construction:

There is no existing drainage or gutter system; however, the roof pitch and the distance of the eaves from the building sides should allow for adequate movement of rain off of the roof and into the ground.

## Existing Condition:

Advanced deterioration of the bottom trim of the exterior walls and sinking of the house, in particular on the north elevation, is the result of water damage.

## Recommendations:

*Appropriate drainage is vital to the long-term stability of a wood structure and drainage capabilities should be prioritized to avoid further water damage and decay to the structure and materials. There is evidence the house had a gutter and cistern collection system and this should be reestablished as part of a full restoration.*

## ELEMENT TYPE

## PRIORITY

## ANALYSIS

## 3. Windows

1

## Description/Construction:

There are twelve windows on the main structure and two windows on the kitchen/bathroom addition. The exterior of the main building has six 6 over 6 double hung wood windows, three are 2'-9" wide and three are 2'-10" wide. The east face of the building has two 8 over 8 windows framing the door that are both 3'-5 1/2" wide. This larger size is indicative of windows from a later time period than the 1840's or 1850's. The remaining four windows are 1 over 1 double hung wood windows on the south face again from a much later period. These windows are set in the frames as pairs, measuring a total of 5' - 8".

## Existing Condition:

The windows are in fair to poor condition with the majority missing glass panes and many of the frames shifting out of square due to movement in the structure and foundation. A number of panes are stored in and around the structure. None of the windows are operable and any previous paint finish is greatly deteriorated. The window frames and trim boards are severely deteriorated.

## Recommendations:

*The 6 over 6 double hung wood windows are most likely original and should be restored by a historic window specialist for function and stability. All windows will require removal for repairs/adjustments to the structure, installation of glass, application of glazing compound and replacement of perimeter sealant. Any 6 over 6 windows in fair condition should be restored and any miscellaneous glass panes on the property may be reinstalled. The historic photo shows that the windows were painted white. The windows should be prepped and repainted if this is interpreted as historically appropriate.*



6 Over 6 Window on East Elevation)



Low 6 Over 6 Window on South Elevation



8 Over 8 Window on East Elevation (later addition)

## ELEMENT TYPE

## PRIORITY

## ANALYSIS

## 4. Exterior Doors

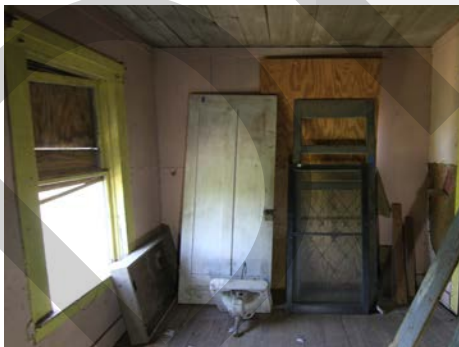
1



East Elevation Door



North Elevation Door



Older Door on East Wall of Bedroom

## Description/Construction:

The structure has a main entrance door (39" wide) centered on the east elevation of the building, one door (32" wide) located on the northwest corner of the kitchen addition, and one door (32" wide) located on the west end of the north elevation. There is a doorway in the northwest corner of the main structure leading into the kitchen/bathroom addition and a second doorway south of the kitchen door leading into the bathroom in the kitchen/bathroom addition. All doors are made of solid wood with varying styles, and the east elevation door is the only one in use as an active entrance/exit.

## Existing Condition:

All doors are in poor condition with considerable structural damage and weathering of the wood. Movement of the structure and ground have caused the door frames on the north, south and west elevations to shift. The east elevation door is the only active doorway and is no longer secured to its hinges. It is difficult to tell if any of the doors are original; although, from visual inspection, it appears that they are not. The center window on the south elevation is placed low to the ground and has a door covering it from the interior, suggesting that at one time, it may have been a doorway with a step.

There are two doors stored inside the house, one in Back Bedroom and one on the Sleeping Porch. The door in the Back Bedroom appears to be an older style and construction.

## Recommendations:

*The main door should be stabilized immediately for security. Analysis of the historical 1850's plan indicates that the two doors on the porch were potentially original exterior entrances. Both of these entrances would have been covered by a porch. Existing doors can be retained and, if interpreted to be historically appropriate, they can be restored for reinstallation. The doors are in poor structural condition with most of the boards moving, but have not been subject to rot or decay to the wood material. The door frames should be stabilized using modern construction methods while maintaining a historic appearance. All doors and frames should be prepped and painted or stained before reinstallation. If hardware exists and is functional, it can be restored and reinstalled.*



## ELEMENT TYPE

## PRIORITY

## ANALYSIS

## IV. BUILDING SITE WORK

## 1. Grading and Drainage

1



View of North Elevation (building is sitting directly on ground)

## 2. Landscape &amp; Irrigation

1



Northwest Corner (cacti on roof)



Southwest Corner

## Description/Construction:

Much of the foundation of the building is sitting on the ground with footings extending to an unknown, but most likely shallow, depth. The north elevation of the main structure, as well as the kitchen/bathroom addition are entirely on the ground with little foundation support.

## Existing Condition:

The grade around the perimeter of the building typically slopes northwest from the main east elevation of the building.

## Recommendations:

*Restore foundation and raise building above grade on all sides. Monitor drainage conditions and modify landscape/grading if necessary to eliminate low areas around the building perimeter.*

## Description/Construction:

Mature deciduous trees, shrubs, bushes and ground cover exist around the site. The building sits in a densely natural area.

## Existing Condition:

Due to lack of continuous habitation and the sizable lot of the homestead, bushes and trees have grown on all sides of the building. The area directly around the building has been pruned and mowed to a manageable height for field study.

## Recommendations:

*Prune trees and bushes so that branches do not contact the roof. Remove cacti from the top of the kitchen/bathroom addition. Prune back, relocate or remove completely shrubs, vines and ground cover which are in contact with any part of the structure. As the building is not in continuous use, regular landscape maintenance should be performed to ensure no further damage to the structure from the landscape.*

## ELEMENT TYPE

## PRIORITY

## ANALYSIS

## V. OTHER EXTERIOR ELEMENTS

## 1. Cisterns

2



North Elevation (view of rock cistern)



Detail of Rock Cistern (looking west)

## 2. Stone Walkway

3



Stone Walkway (looking east from front door)



Detail of Stones

## Description/Construction:

There are two cisterns located on the north side of the building. One cistern extends above ground and is surrounded by a wooden enclosure. It is 3' in diameter and constructed of irregularly shaped stones and grey-colored mortar. The 4'-9" square enclosure is made of 2 x 8 boards. The other cistern is brick lined and does not extend above ground. Due to the brick material, it is most likely a later addition.

## Existing Condition:

The rock cistern appears to be in fair condition. The wood enclosure is in poor condition with detached boards and deteriorated wood. There is no evidence for its exact date, but the placement of the cistern on the north side of the structure helps to support the proposed historical plan. The belowground cistern is filled with debris and covered with plants. It is difficult to access the condition, but should provide a rich archeological opportunity.

## Recommendations:

*Archeological study of the cisterns and identification or dating of the debris contained within them could help to date the elements. If they are interpreted as historically relevant to the house, they should be patched and stabilized, as needed.*

## Description/Construction:

There are nine stone blocks inset into the ground beginning 9' from the east door extending in a straight line. The c. 1940 to 1960 historic photograph shows a small porch in front of the east door and the stone walkway may have been laid for access to the driveway from the door.

## Existing Condition:

The stones are in good condition with little damage because they are inset into the ground.

## Recommendations:

*No work is needed, although this hallway does not appear to be appropriate to a desired restoration period.*



## ELEMENT TYPE

## PRIORITY

## ANALYSIS

## 3. Kitchen/Bathroom Addition

1



Kitchen/Bathroom Addition (looking northeast)



Interior of Kitchen (looking southwest)

## Description/Construction:

The kitchen/bathroom addition is 15'-7" by 9'-6" and attached to the exterior of the northwest corner of the main structure. The wood frame building is clad in 22" x 10" asbestos tiles and has a ribbed metal roof. The interior has a dividing wall separating a kitchen to the north and a bathroom to the south. Each room has an interior door into the main building and a high window on the north and south wall, respectively. The kitchen has an exterior door on the west wall.

## Existing Condition:

The addition structure is in very poor condition with damage and decay visible to both the exterior and interior.

## Recommendations:

*This addition is made using more modern materials and is a later structure on the property. It should be removed during any restoration to an earlier period of significance.*

## ELEMENT TYPE

## PRIORITY

## ANALYSIS

## VI. INTERIOR

## 1. Ceiling

1



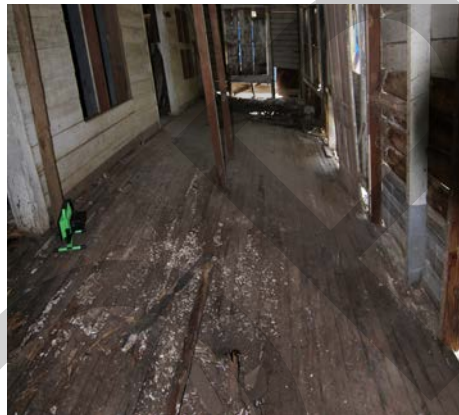
Ceiling in Kitchen/Dining Room (looking west towards the kitchen/bathroom addition)



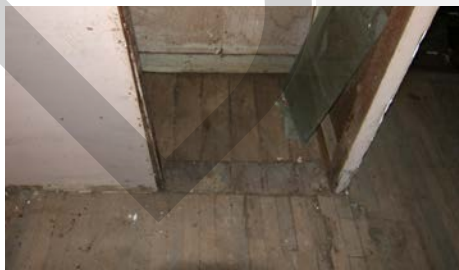
Ceiling in Living Room (looking south)

## 2. Floorboards

1



Floorboards on Sleeping Porch



5" Floorboards in Back Bedroom Closet

## Description/Construction:

The ceilings of the interior are 1" thick boards of varying lengths and widths. They are nailed into the joists above and onto the top of the wall frames. The boards are typically painted white on the underside and are unpainted above.

## Existing Condition:

The condition of the ceiling boards varies from fair to poor. Many boards are detaching from the joists and are severely deteriorated and weathered due to inadequate roof coverage. Square nails, indicative of older construction, are visible in various areas throughout the ceiling boards, in particular on the porch.

## Recommendations:

*Damaged ceiling boards should be removed and assessed for material condition and age. Boards in stable condition can be salvaged and restored for reinstallation. Modern construction methods should be used while making an effort to maintain a historic appearance. Ceiling boards should be prepped, painted and reinstalled using salvaged square nails or reproduction galvanized square nails to prevent rust. The ceilings in the Living Room and Main Bedroom have been lowered and may need to be raised to its original height.*

## Description/Construction:

The lower floorboards in the Living Room are 3 1/4" wide wood full length boards oriented west-east. The floorboards in the Main Bedroom are 2 1/4" wide wood random length tongue and groove oriented west-east. These floorboards were installed with round nails and, thus, do not appear to be original or early. Underneath this layer of floorboards, there is a layer of tongue and groove wood flooring with boards that are 3 1/4" wide and 3/4" thick. The Kitchen/Dining Room is covered in numerous layers of sheet material. Four layers of vinyl/linoleum were removed from a section of the north side of the room to reveal 3 1/4" wide wood tongue and groove flooring. There appears to be a red colored paint on the floorboards discovered under the vinyl. The floorboards on the Sleeping Porch are 2 1/4" wide tongue and groove wood boards of random length oriented west-east over flooring running north-south. The floorboards in the Back Bedroom are 2 1/4" wide wood random length tongue and groove oriented west-east; however, the floorboards in the closet are approximately 5" wide and are indicative of a much earlier floor system.

## Existing Condition:

Most of the floorboards are in extremely poor condition due to decay and moisture damage. In the Sleeping Porch, Back Bedroom and Kitchen/Dining Room, the entire floors are sloping down towards the exterior building walls. There is a large hole in the floor on the Sleeping Porch

## Recommendations:

*Typical floorboards of the mid-19th century would have been 5" wide or larger, and, aside from the 5" wide boards in the Back Bedroom closet and along the north wall, the flooring does not appear to be original. All of the deteriorated flooring should be removed and replaced with a historically appropriate wood, such as random width or 5" wide or more pine.*

## ELEMENT TYPE

## PRIORITY

## ANALYSIS

## 3. Interior Wall Siding

1

## Description/Construction:

The interior walls are clad in horizontal wood siding of various widths and lengths.

## Existing Condition:

The condition of the interior wall wood siding ranges from fair to poor. Many boards are detaching from the wall due to decay, moisture damage and movement of the structure. Some boards are painted and others are covered in decaying wallpaper and gypsum wall board.

## Recommendations:

*All modern gypsum board and wallpaper should be removed to original board with painted finish. Wallpaper samples should be taken as a record of the historical evolution of the wall finishes. Any loose interior wall wood siding should be removed from the studs and reattached or replaced with matching material. Any hand planed beading, similar to the 1" thick interior wall, or boards with square nails is indicative of an older material. Boards in stable condition can be salvaged and restored for installation. Installation should use salvaged square nails or reproduction galvanized square nails to prevent rust.*



Dining Room (looking south)



Porch (looking east)



Living Room (looking northwest)



## ELEMENT TYPE

## PRIORITY

## ANALYSIS

## VII. MISSING HISTORICAL ELEMENTS

N/A

## 1. East Porch



Nails from Porch Roof on East Elevation



Historic Photograph, c. 1940-1960

## Description/Construction:

The historic photograph shows a gable roof porch in front of the east door with two front square columns. An existing stone walkway commencing 9' from the east door may have been placed to lead to this structure. Typically, comparable Southern vernacular homes from the 1840's or 1850's had a south facing porch and main entrance. Currently, the east elevation of the house has remnants of rusted nail holes in a triangular shape above the door.

## Existing Condition:

This porch no longer exists.

## Recommendations:

*The east porch was not likely original and recreation is not recommended.*

## 2. Fireplace

N/A



West Elevation



West Wall of Dining Room

## Description/Construction:

The following information regarding the fireplace was gathered from information produced by Dr. Michael B. Collins, PhD during a 2012 assessment of the structure, from historic photographs and from on-site visual inspection of the building during site visits made by ARCHITEXAS in 2015. There is evidence of a fireplace centered on the west side of the building. The foundation underneath this area is visibly charred, there is a cutout in the exterior siding and there is a ghost of a mantle on the interior. It would be typical of a Texas vernacular house to have a fireplace on the east and west sides of the building.

## Existing Condition:

There is no fireplace existing.

## Recommendations:

*Further archeological survey should be conducted to confirm the evidence of a fireplace on the west side of the building. An 1840's/1850's house would have generally had a centrally located fireplace for heating and cooking. A fireplace should be reconstructed using modern construction methods and local materials based on research evidence, while retaining a historic appearance. The ghost of a mantle can be used as a profile for a reconstructed mantle.*

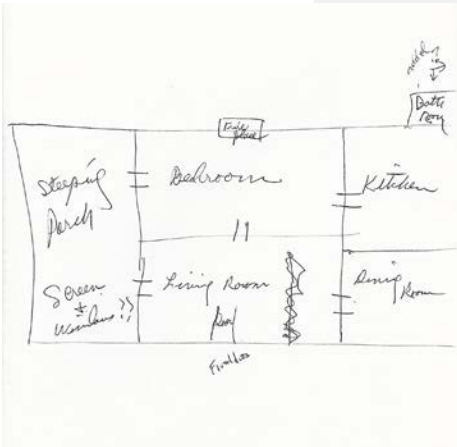
ELEMENT TYPE

PRIORITY

ANALYSIS

3. South Sleeping Porch

N/A



Patsy Hoffman Sketch



Metal Seam on East Elevation

Description/Construction:

A hand-drawn 1940's map from Patsy Hoffman labels the 8' x 36'-3" room on the south end of the building as a "sleeping porch". It was typical of rural houses during the mid 19th century to have an open southern-facing porch. The north wall of this room has two doorways and three evenly spaced 3'-6" openings that most likely framed windows.

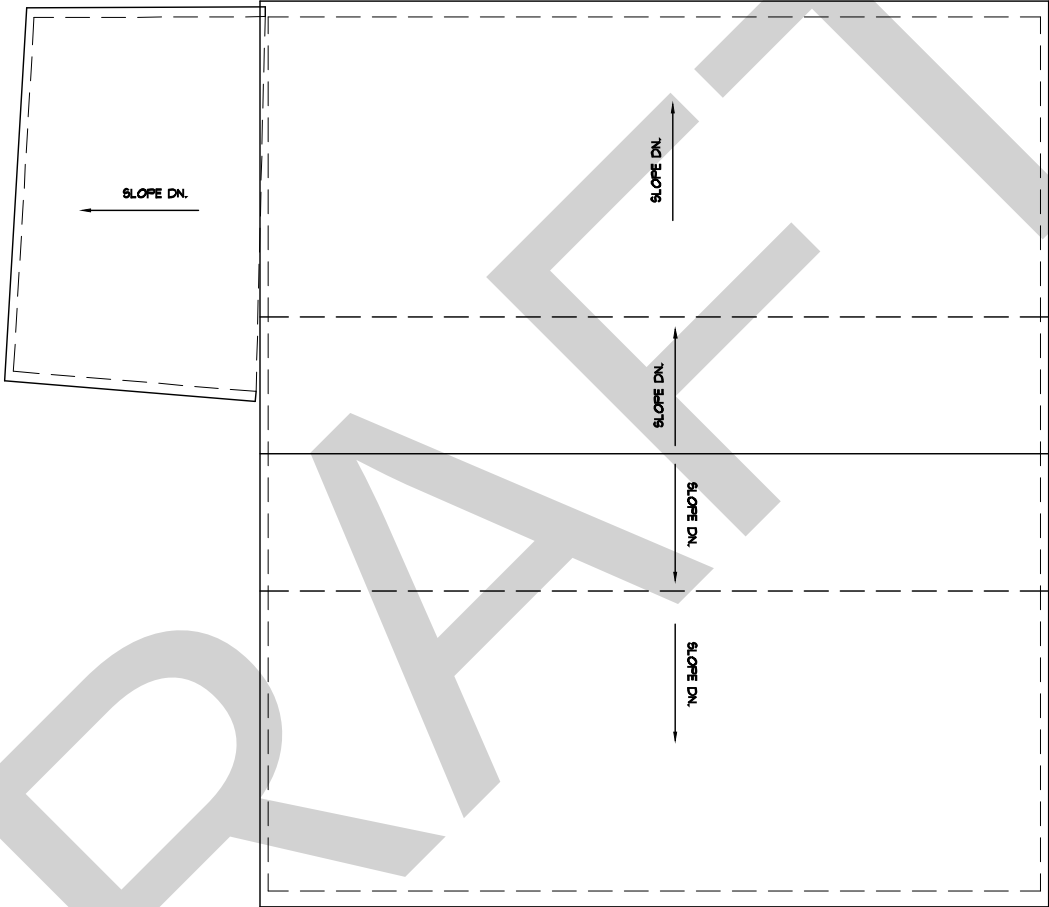
Existing Condition:

The southernmost room in the house is currently enclosed on all sides. Flat vertical and horizontal metal seams on the east and west face of the building indicate that siding was added at a later point from original construction.

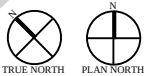
Recommendations:

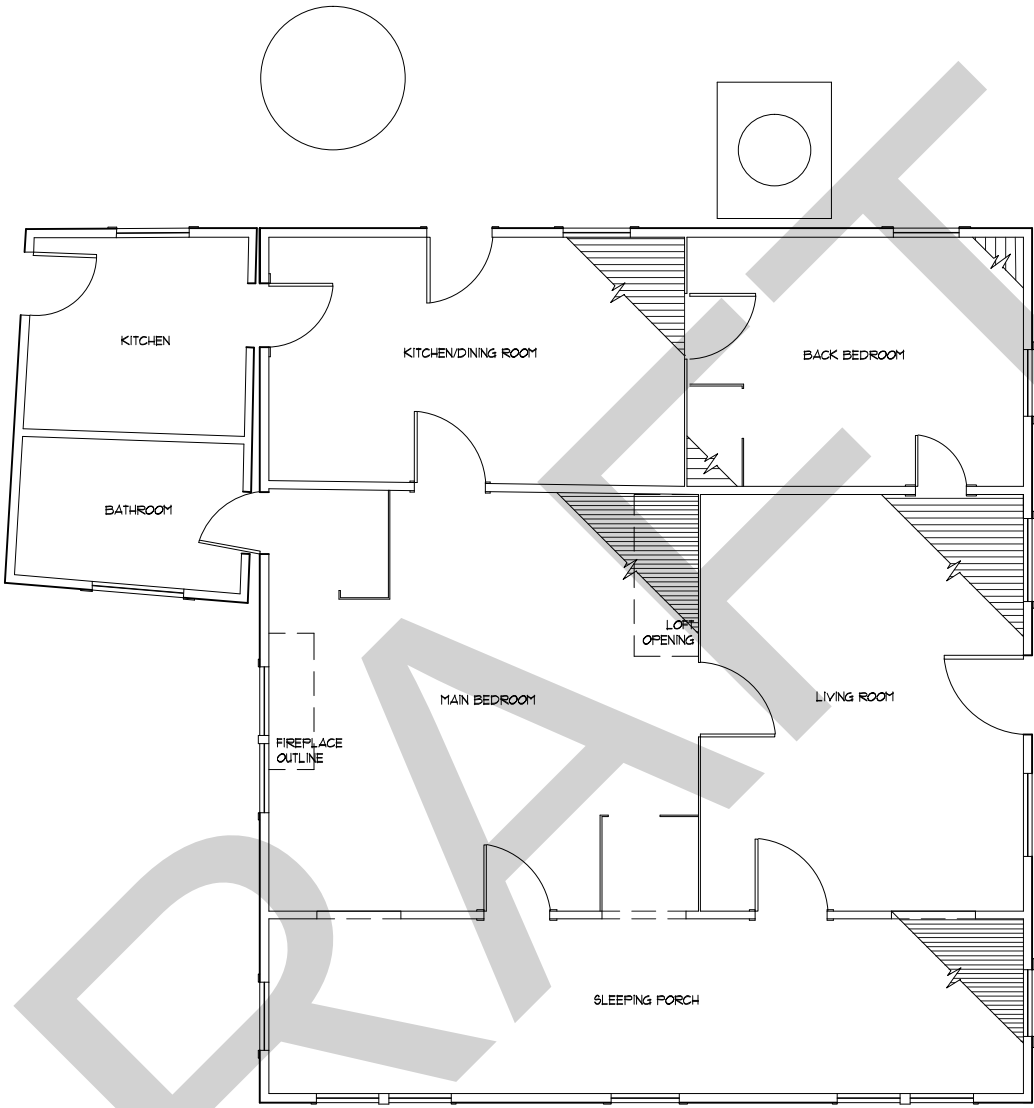
*It was typical of comparable 1840's houses to have a covered open air porch on one side of the building. We recommend restoring the sleeping porch to its original function using modern construction techniques while retaining a historic appearance.*



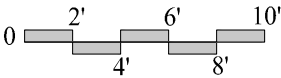
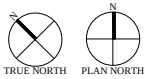


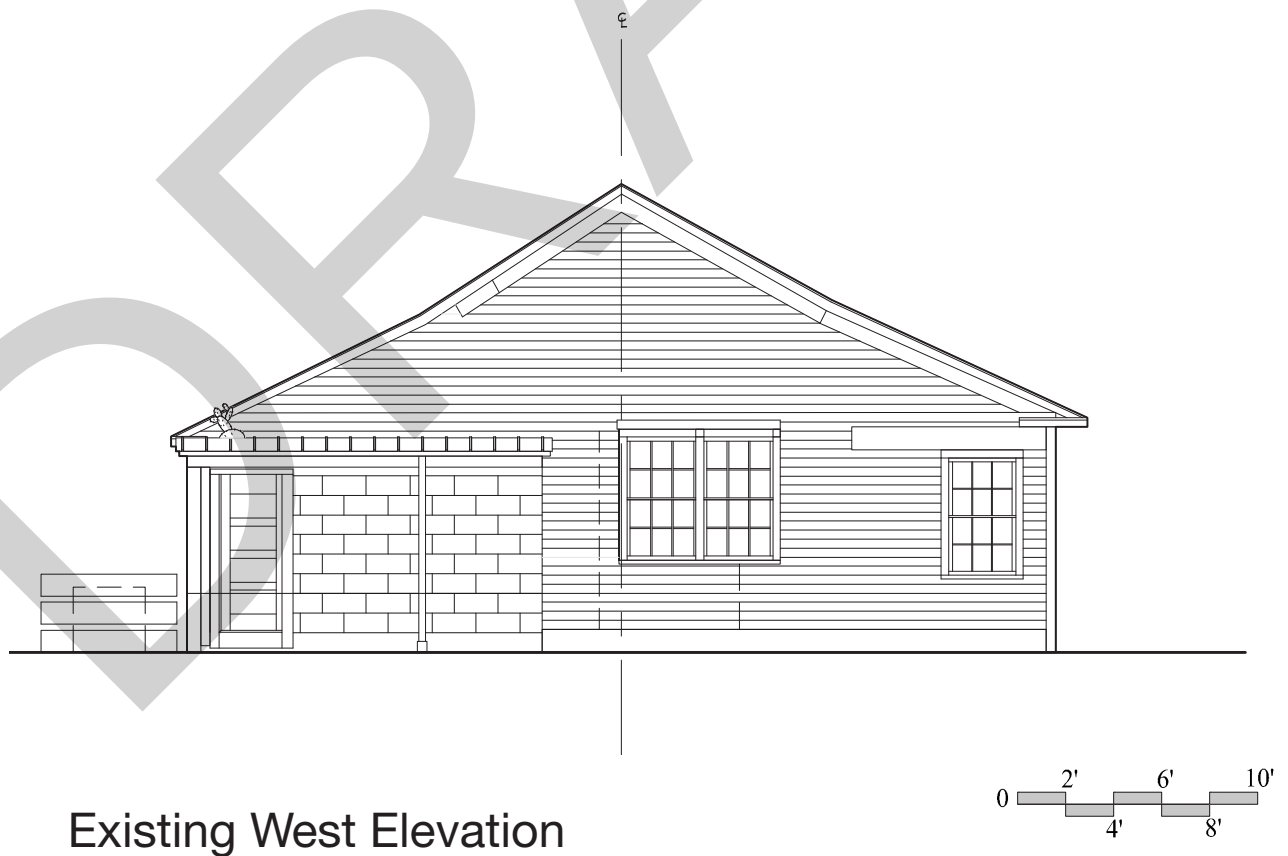
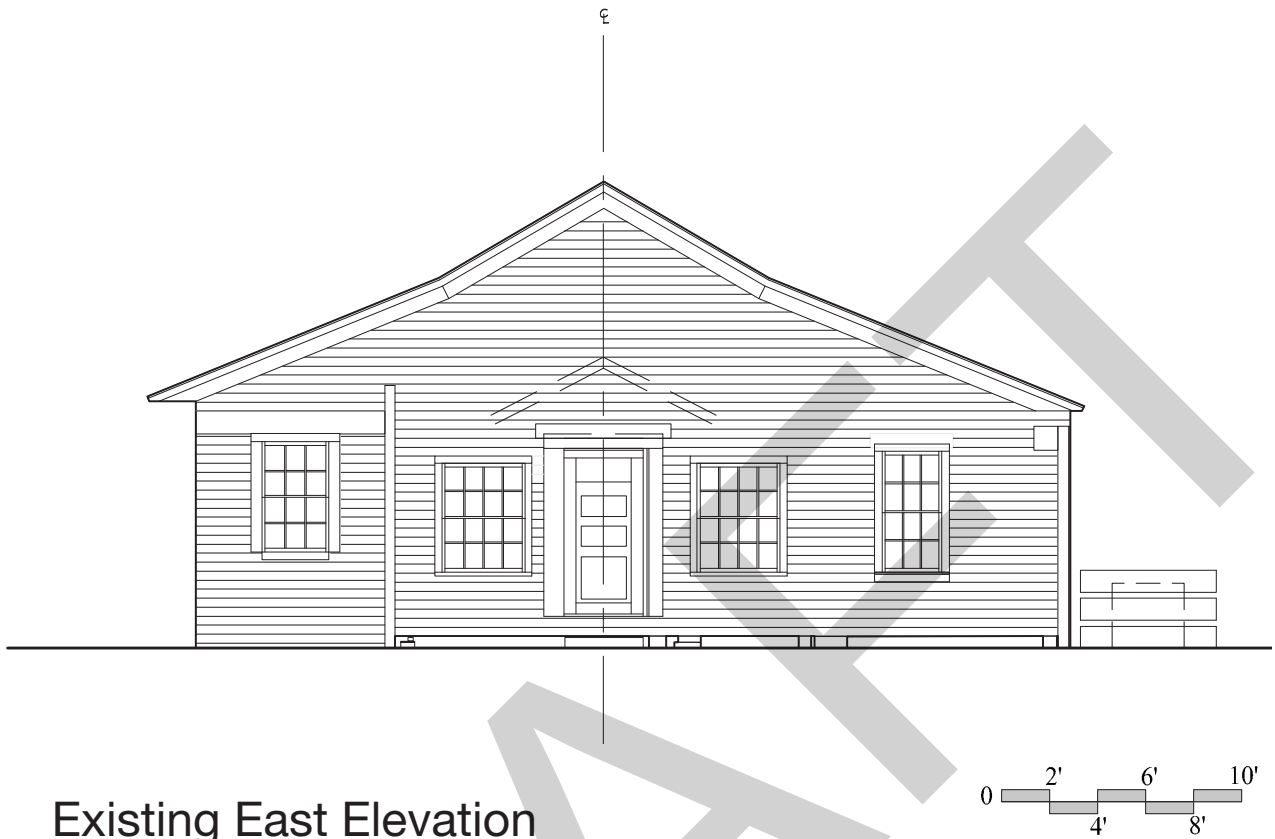
Existing Roof Plan

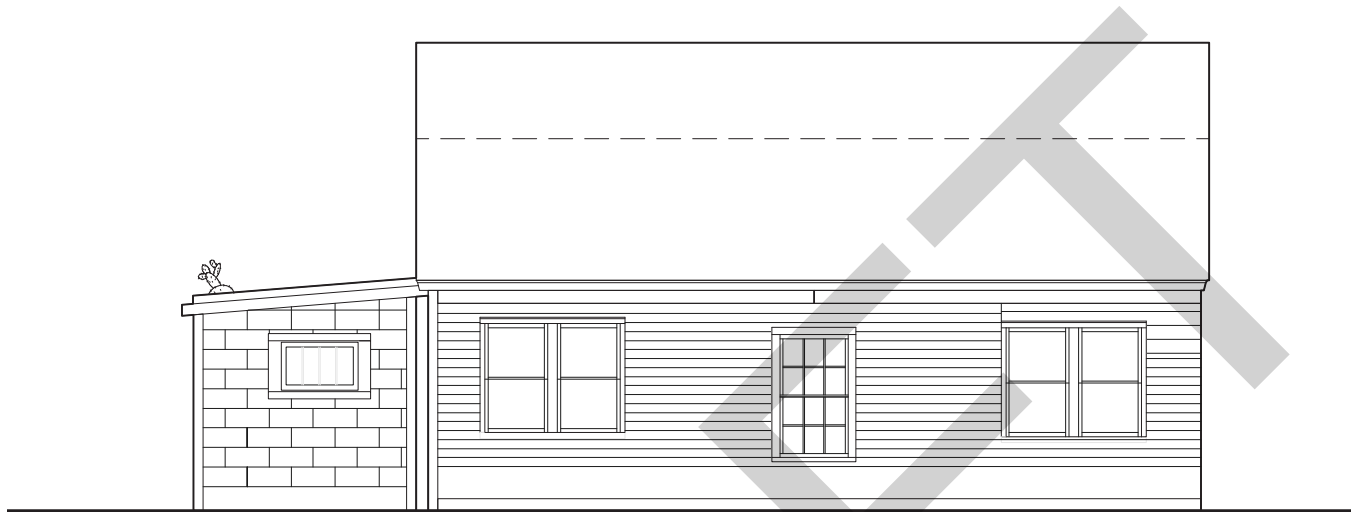




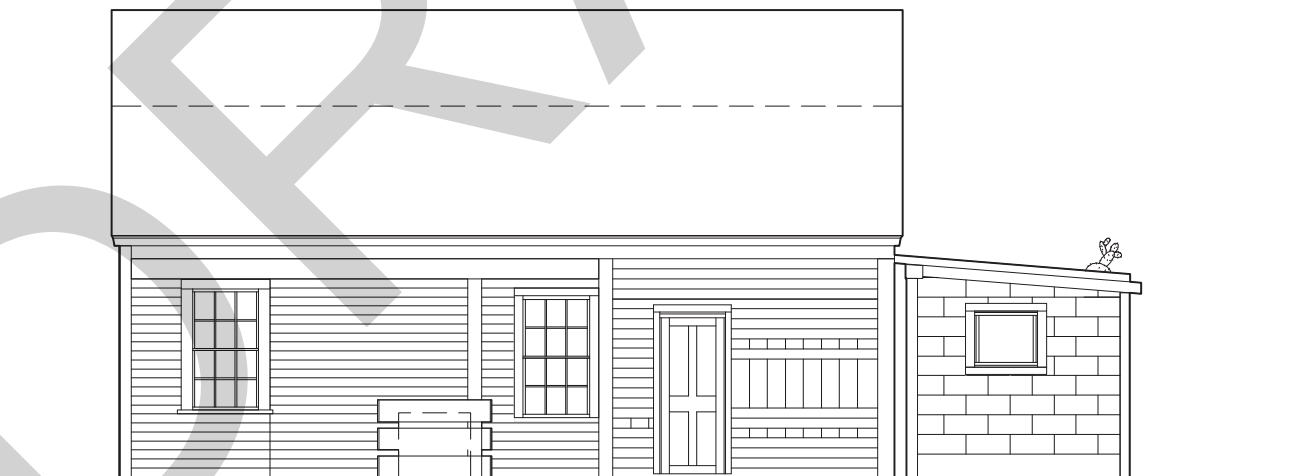
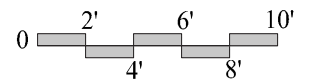
Existing Floor Plan



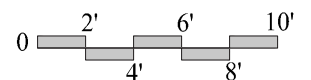


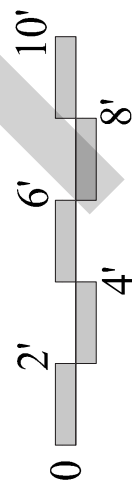
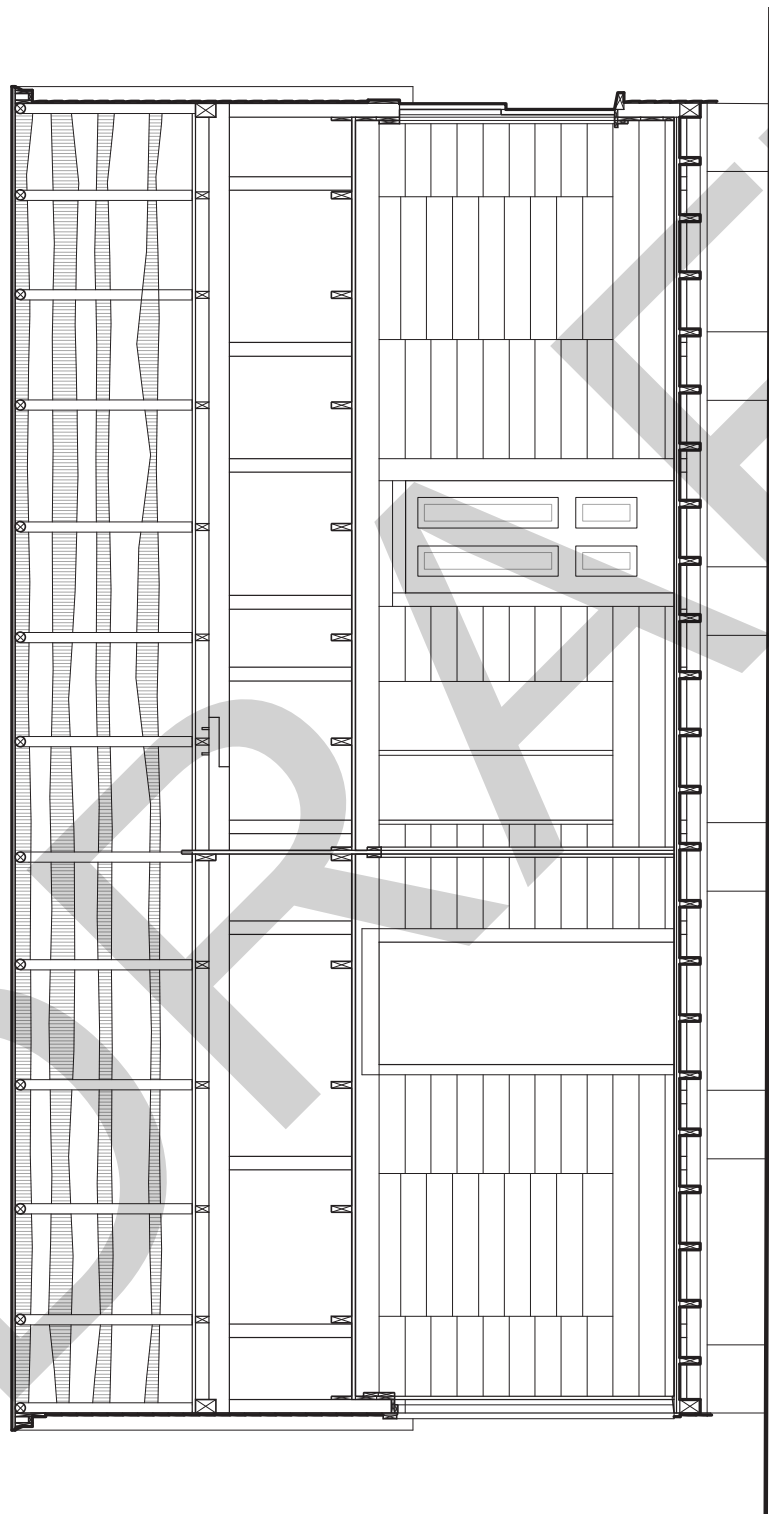


Existing South Elevation



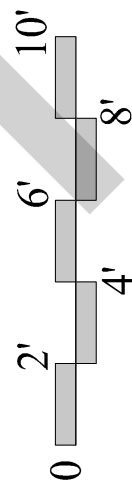
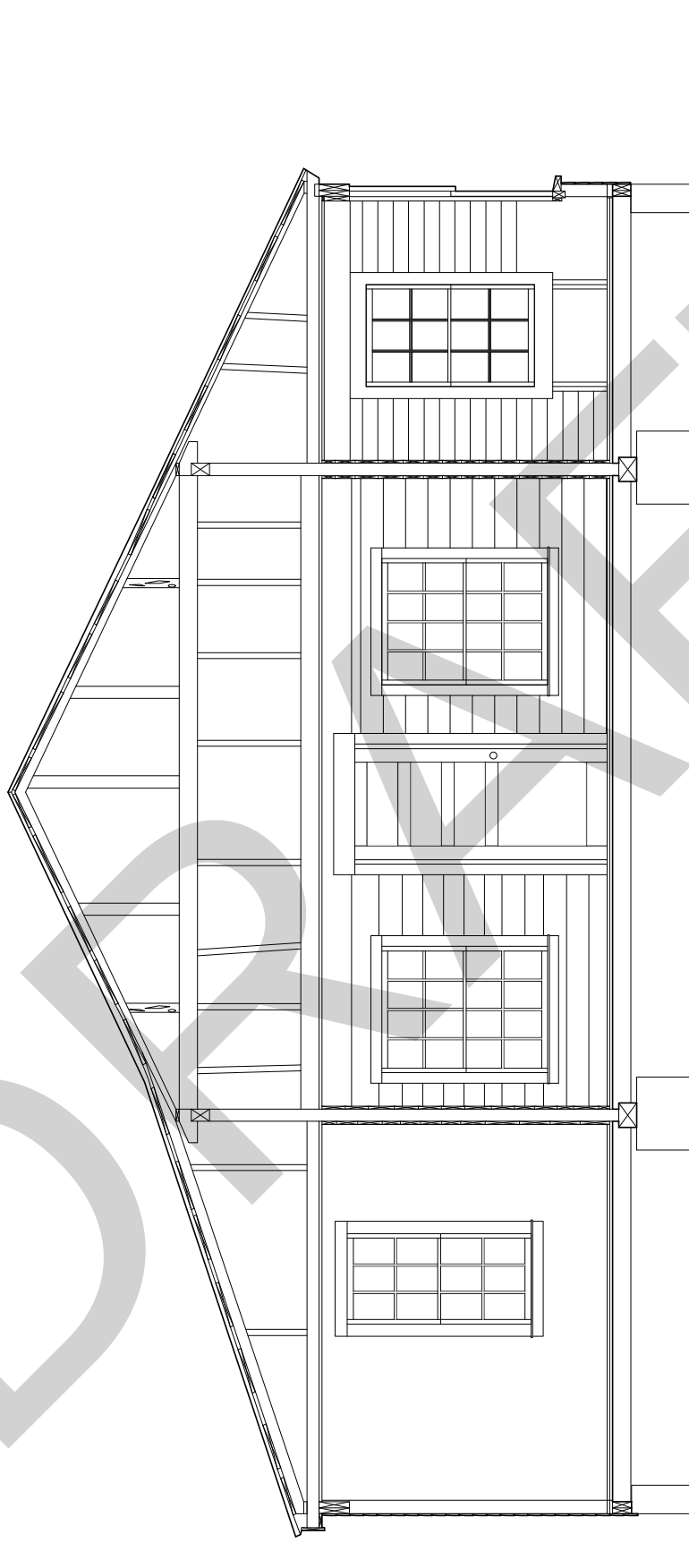
Existing North Elevation





Existing Section Facing South





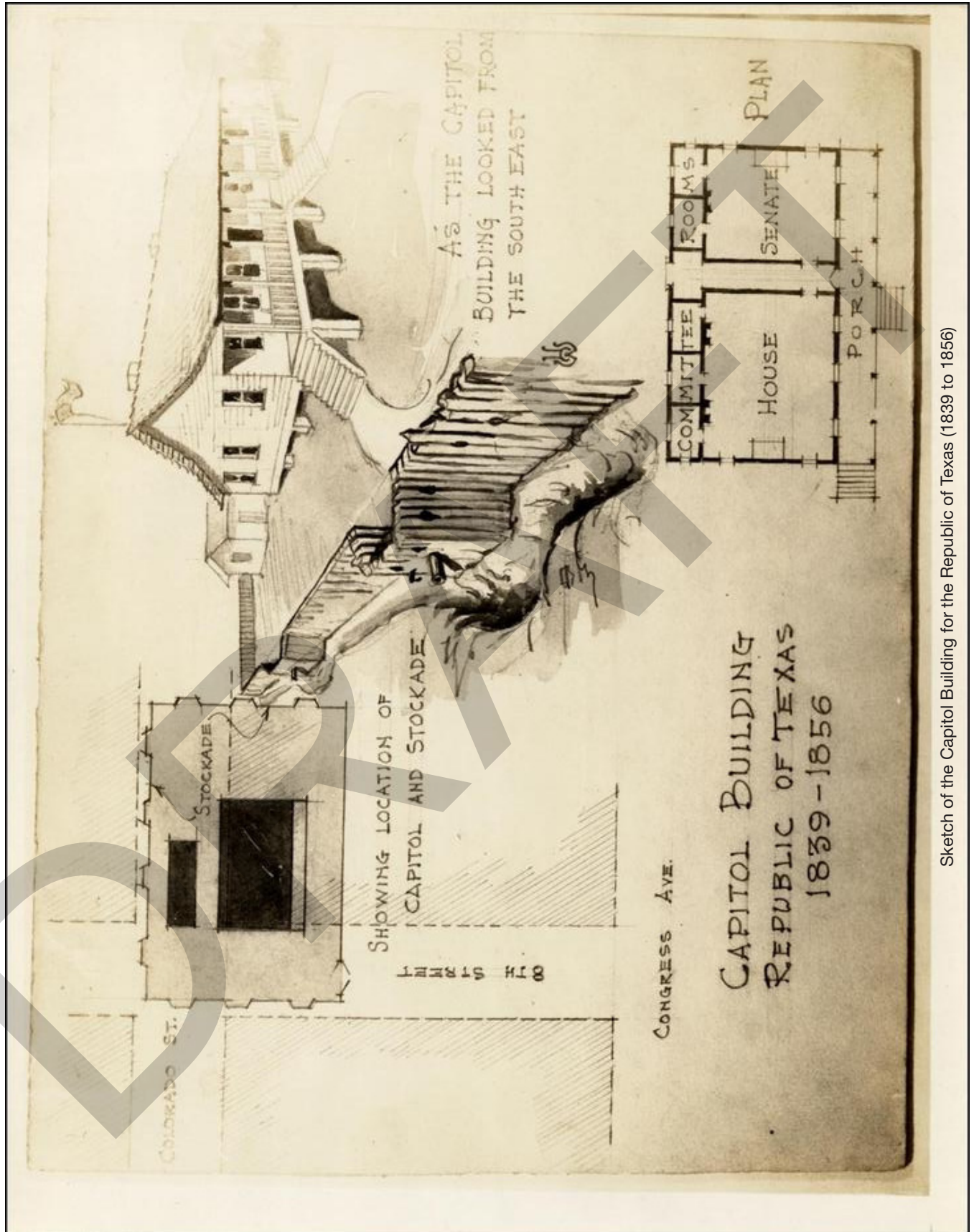
Existing Section Facing East



Historic Photograph of Mary Christian Burleson Homestead, circa 1940 to 1960



Historic Photograph of Mary Christian Burleson Homestead, circa 1940 to 1960



Sketch of the Capitol Building for the Republic of Texas (1839 to 1856)

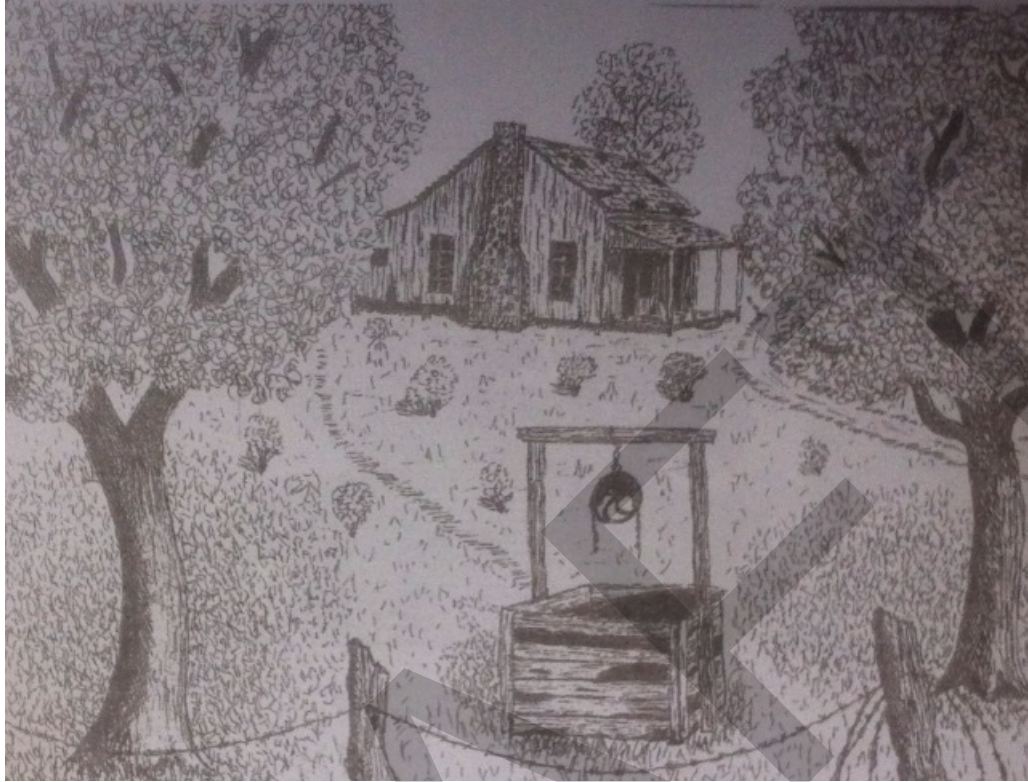




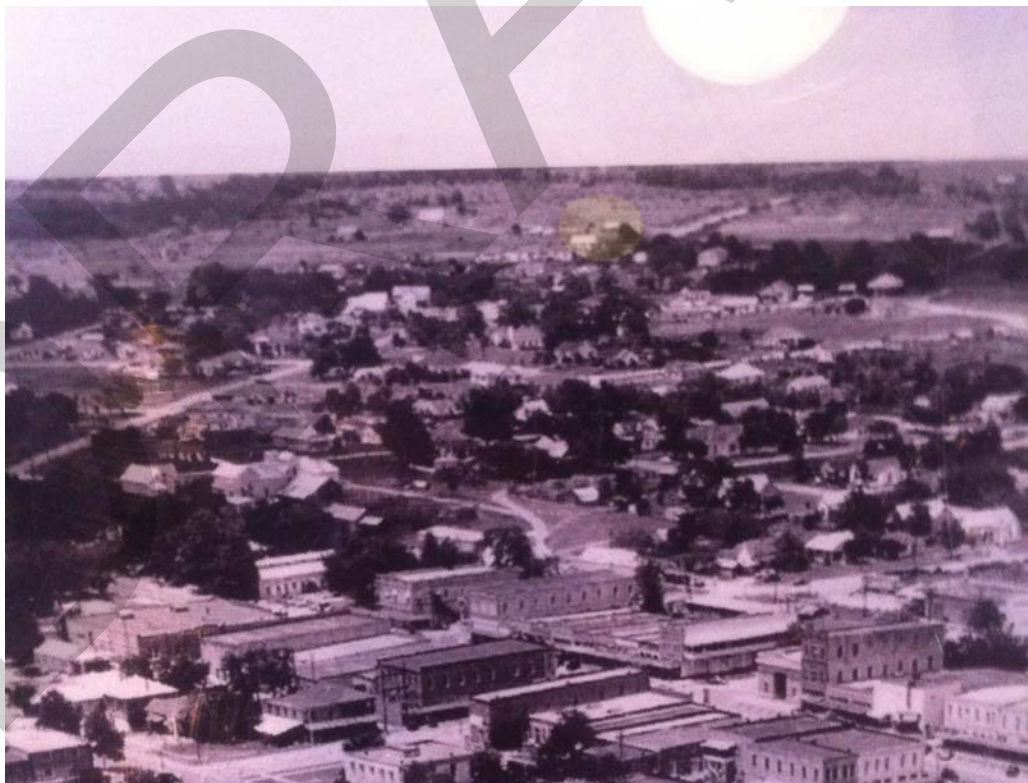
HABS Photograph of Sam Houston Cabin, Fort Gibson, OK, circa 1934  
(Source: <http://www.loc.gov/pictures/item/ok0032/>)



HABS Photograph of Sam Houston Cabin, Fort Gibson, OK, circa 1934  
(Source: <http://www.loc.gov/pictures/item/ok0032/>)

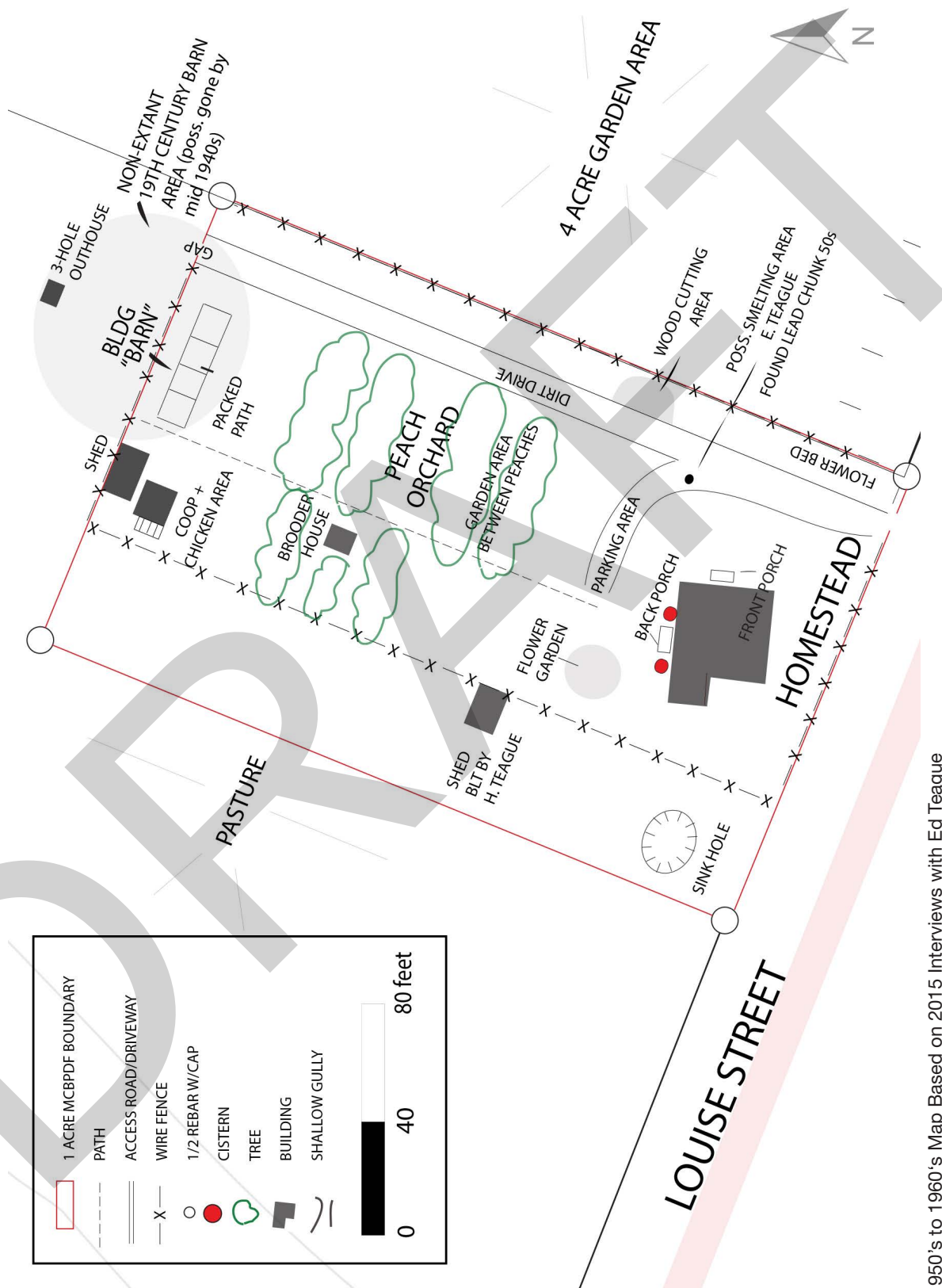


Earnest Fabb Place Illustration, circa 1850's to 1860's  
(Source: Elgin Depot Museum, Photo Archives, 2005.062.002)

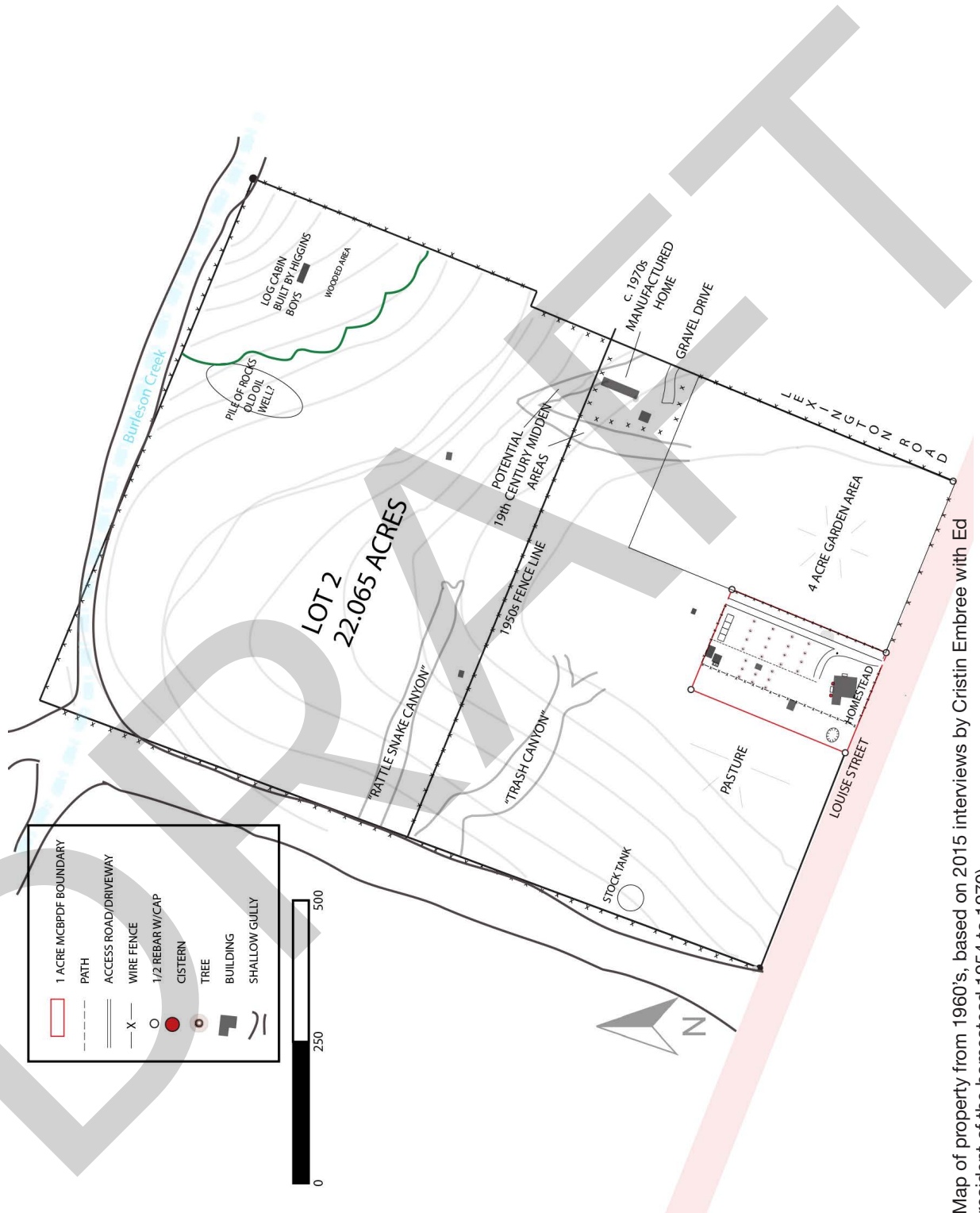


Aerial Photograph of Elgin, circa 1943 to 1953 (MCB Homestead highlighted in yellow)  
(Source: Elgin Depot Museum Archives, Display in Main Hall)

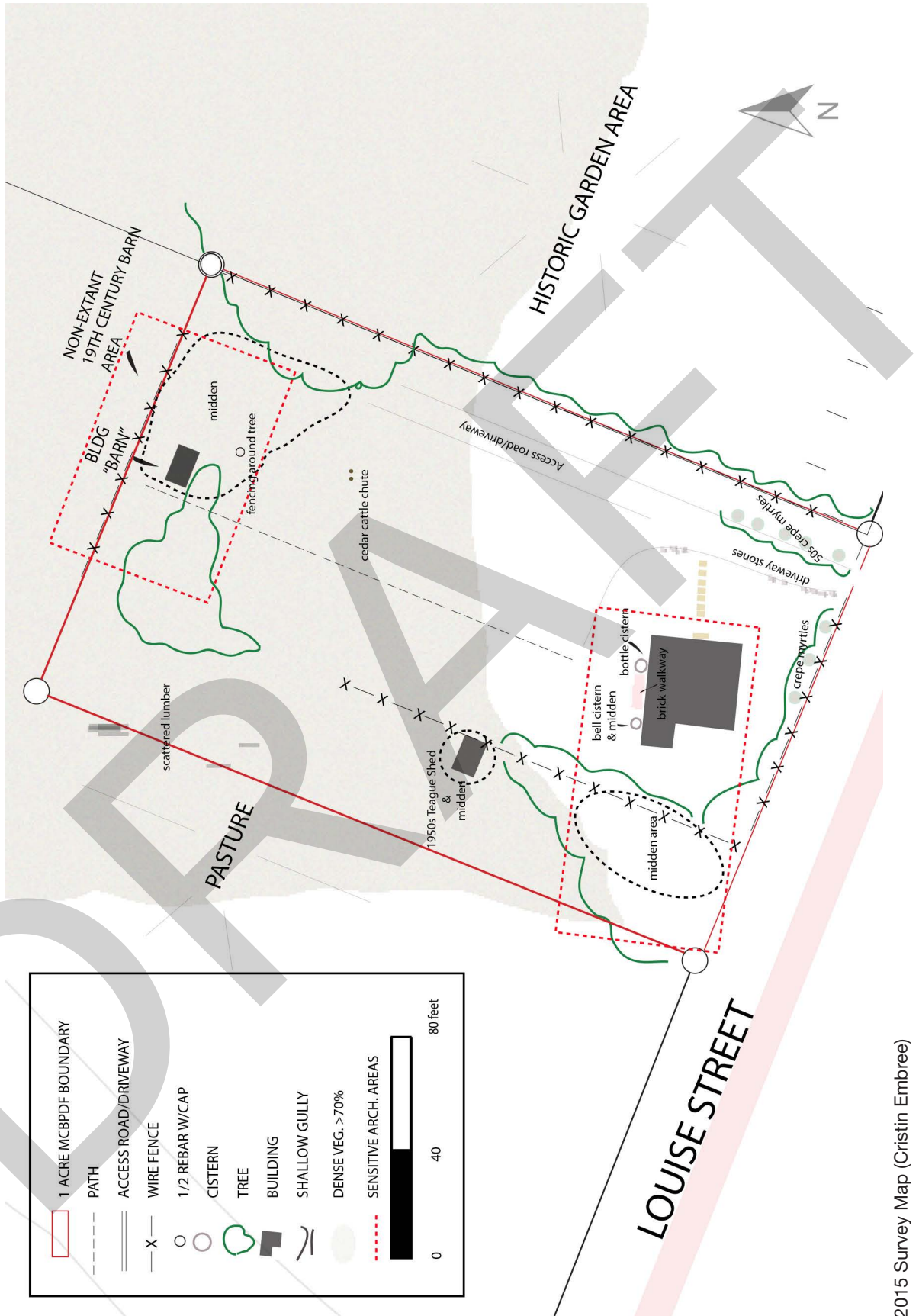




1950's to 1960's Map Based on 2015 Interviews with Ed Teague



Historic Map of property from 1960's, based on 2015 interviews by Cristin Embree with Ed Teague (resident of the homestead 1954 to 1970)



2015 Survey Map (Cristin Embree)

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## Chronology of Development and Use

*(compiled by Cristin Embre)*

### 1840's - Potential Initial Construction

This section focuses on the chronological physical development of the site and main building of the Mary Christian Burleson Homestead. It attempts to chart out a detailed account of construction, subsequent additions, alterations and demolitions and land use that have taken place based on all pertinent historical documentation.

- In May of 1840 Mary Burleson filed her petition to be appointed administrator of the succession of Thomas Christian's Headright League. Vol. B Page 51. Probate Minutes. Records of Bastrop County, Texas.
- Sarah Tex Gatlin Standifer recorded her mother Nancy (Christian) Gatlin's recollections of the log house Mary "...had built in which the family moved to in about 1840 (Standifer, Sarah Gatlin. Notes Taken from Family History Written by Sarah Texas Gatlin Standifer. Elgin Depot Archives, Mary Christian Burleson Collection, 2003.007.072.).
- In June of 1841 Mary Burleson filed a Petition to partition the Thomas Christian Headright League under the Republic of Texas, dividing the land between herself and her children, with Jonathan Burleson appointed as guardian for minor children. Vol B. Page 111-112. Probate Minutes. Records of Bastrop County, Texas.
- July of 1841 order of partition of the Headright League. Vol B. Page 115. Probate Minutes. Records of Bastrop County, Texas.
- 1843 Report of Partition. Vol B. Pages 176-7. Probate Minutes. Records of Bastrop County, Texas. "Mary Christian, the widow of Thomas Christian, Dec'd, do agree to divide the said League in such a manner as to leave Two Thousand acres on the South West part, leaving the remainder of the league, to-wit:-Two Thousand and Four Hundred and Fourty Four acres on the North and East part." 1844. Michael Young and James Rodgers.
- May 29, 1848 Succession of Thomas Christian, Dec'd, the division of the north half of the League given to the Christian children. Vol C. Page S. Probate Minutes. Records of Bastrop County, Texas. "... the heirs of Thomas Christian, Dec'd., of lawful age to-wit:..."
- Sarah Tex Gatlin Standifer recorded her mother Nancy (Christian) Gatlin's recollections: "They had not lived there long before their friends in Bastrop persuaded John Christian to let them help bring his mother and six sisters back to Bastrop as her was the outermost settlement and dangers from Indians were too great. While loathed to do so, they moved back to Bastrop and in a very short time Indians killed a man 2 or 3 miles south of Mrs. Christian's home" (66).
- John Christian is 17 years of age in 1840. Marries in Bastrop to ? in ????

Mary sells several plots of land before her death, oral history of A.H. Carter indicates this was done to fund improvements on the house:

### 1850's

- 1854 Mary Christian Burleson to Thomas Gatlin, \$500 for 200 acres. Volume I, pp. 313 Deed Records of Bastrop County, Texas
- 1856 Mary to William P. Miles Vol. K Page 291. Deed Records of Bastrop County.
- 1856 Mary to Elizabeth Brooks, two tracts for \$700. Vol K. Page 561-562 Deed of Records
- 1857 Mary to J. C. Buchanan. Vol. K Page 688-689 Deed
- Reference to house:
- Marriages at Old Elgin house: Notes Taken by Sarah Texas Gatlin



Standifer (Mrs. Dale Christian's Copy. Elgin Depot Museum Archives, Mary Christian Burleson Collection, p. 10).

- 1852 Sarah Buchanan Christian marries John Somerfield Smith on October 7, 1852 at the old Christian home in Elgin.
- 1854 Amanda Jane Christian marries James Edward Tisdale at old Elgin home.
- 1855 Elizabeth Burleson marries Charles Wesley Brooks at the old Christian home in Christian home in Elgin

## 1860's - 70's

- First interment at Mary Christian Burleson cemetery is in 1869 of Amanda J. (Christian) Tisdale less than one mile from the homestead along Burleson Creek (105).
- Mary Burleson dies on May 27, 1870, in Bastrop and is buried at Christian-Burleson Cemetery.
- In 1871 the Houston and Texas Central Railway built through the area and established a flag stop called Glasscock.
- The name was changed to Elgin, in honor of the railroad's land commissioner and surveyor, Robert Morris Elgin, on August 18, 1872, when the town was officially platted.
- May 10, 1870 Mary Christian Burleson dies.
- July 1872 Succession of Mary Christian Burleson Deceased, July Vol. G Page 482 Probate Executer J.E. Tisdale and J. S. Smith. All Lands equally divided between the heirs.
- 1873 Report of Commissioners of Partition: Nancy Gatlin was grated tract No. 4 which included "46 acres and including the homestead residence (54 – Vol. F Page 153-4-5-6 District Court Minutes Records of Bastrop County).
- Miss Martha A. Reynolds was granted track No. 5 containing 75 acres and including most of the farm.
- Three hundred and fifty-six acres of prairie and timberland was divided among Cynthia A. Christian, Amanda J. Tisdale, and the heirs of Sarah B. Smith (55).
- 1873 Land is surveyed to divide among Smith heirs. Fees of Commissioner on Vol ? Page. ? Lists that A.H. Carter, R.V. Standifer and C.W. Brooks for 5 days service each for surveying the land.
- 1873 Elgin was incorporated and received a post office, R.V. Standifer, Mary's grandson, was postmaster the following year (Paula Mitchell Marks, "ELGIN, TX," Handbook of Texas Online. Web. 15, Aug. 2015. Published by the Texas State Historical Association).
- 1878 Character of Instrument, Marriage License July 1878 P.P. Wood to Miss Alice J. Smith Whipple Preacher listed on Abstract.

## 1880's

- In 1884 Elgin had five general stores, two druggists, three cotton gins, and a saloon; that year Thomas O'Conner started a brick-making enterprise that eventually led Elgin to adopt the epithet "Brick Capital of the Southwest" (Paula Mitchell Marks, "ELGIN, TX," Handbook of Texas Online. Web. 15, Aug. 2015. Published by the Texas State Historical Association).
- In 1885 P.P. Woods and Wife J.A. (Smith) "...Sell unto said J.D. Oliver...the same being the N.W. corner of the tract of land owned by Thomas Gatlin...126 acres..."
- In 1886 the Missouri, Kansas and Texas Railroad came through, adding to Elgin's business as a shipping point for cotton, wool, and livestock. (Paula Mitchell Marks, "ELGIN, TX," Handbook of Texas Online. Web. 15, Aug. 2015. Published by the Texas State Historical Association).
- In 1887 Deed of Right-of-Way Geo. T McGee to Bastrop & Taylor Railway Co. Grant right-of-way over. Vol 10. Page 433-434. Deed Records of Bastrop County, Texas.



## 1890s-1940s

1910s-1940

Owners:

- R.T. Wilson, purchased ?
- Elizabeth Wilson, purchased ?
- Dewey Wilson, purchased ?
- Olaf Gustafson, purchased May 1923
- Oil and Minerals Lease Mar 6. 1915. Vol. 57 Pages 433 to 436 Deed Records of Bastrop County.
- Dr. I.B. Nofsinger, purchased December 1929
- Ila Dannelly (daughter of Nofsinger), December 1934
- R.C. Cain, October 1945

## 1950s-1960s

- Joseph Higgins, July 1952
- Harvey Teague, last owner, purchases 24 acres and homestead residence in August 1954.

## 1970s-Present

Vacancy

## Historic Description

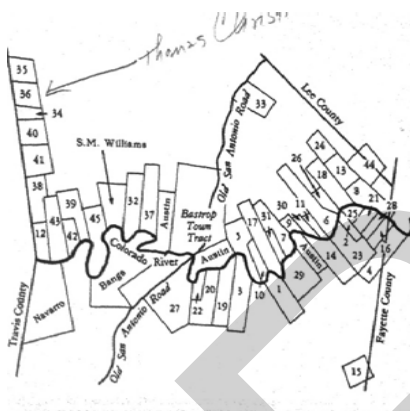


Figure 1. Map Showing Locations of 1831 and 1832 Title Grants

Sarah Texas Gatlin Standifer in 1950s describes the tract: “the Thomas Christian League Abstract No. 20, Survey no. 26 is situated where the town of Elgin now stands. Mary Christian-Burleson moved from Bastrop to her Headright land in 1846 or 1847. (A previous attempt having been abandoned because of the hostility of Indians. She has moved back to Bastrop). This home built in 1847 was her residence until her death, May 1870” (Notes Taken from Family History Written by Sarah Texas Gatlin Standifer – Known as Cousin Tex 2003.007.072).

In 1930s A.H. Carter, who had surveyed a portion of Mary’s land in 1874, describes Mary’s second house: “In 1847, Mrs. Burleson built a conventional Texas ranch house nearer the edge of the prairie, two large rooms with an open hall between. In 1855, she added two other rooms and weather-boarded it. Much later this place became known as the T. Wilson place. The last tree was cut down about two years ago. This was, and is, the eldest house in Elgin. To enable her to make improvements, she sold to Mr. Taylor a plot covering the Puckett and Owens Addition for the sum of \$75.00 and a bay mare. Taylor sold the tract to Mr. Moore, father of Mrs. Sheasby”

Chain of title to Dannelley Addition Index created in 1908 for Elizabeth Wilson, et al, Vs. Mary Irma Wilson, et al, June 18, 1908 lists a series of individuals with last name Wilson, including a Mrs. R.T. Wilson. This Index is described as 93-97/100 acres, a part of the Thomas Christian LG., Abstract #20, now in the name of R. T. Wilson heirs, and being described as Tract 5 (85.46 acres) and the Residue of Tr. 4. (12.47 a). (Figure 1).

It shows chain of ownership starting with Thomas Christian, succession to Mary Christian Burleson, the sale of land to Miles, Brooks, Buchanan and Gatlin.

There is listed sale of land from Thomas Gatlin, et ux to a W.A. Taylor, et ux. (date?) which supports Carter’s account, although would have occurred ??? after Mary’s death.

The chain of title indicated that by 1908, the portion of land Mary gave to daughters Nancy Gatlin (Tract No. 4 originally containing 46 acres and including the homestead residence) and to Mrs. Martha A. Renyolds Track No. 5(containing 75 acres of land including most of the farm) had been combined.

Figure Map shows Louise Street Dannelly addition.

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## Contemporary Descriptions:

Byron Howard, M.D. Dallas Texas (deceased?) in a letter to Mr. Jack Webb in 1988: Clyde Reynolds “did confirm the site of the 1847 ranch cabin of Mrs. Burleson-Christian as one-half block to the northeast of the corner of Louise and Lexington Streets. The existing aging structure there contains lumber, beams and materials out of the original cabin which was on a foundation directly behind that building. It would seem to me that it would be a great loss to Elgin if that area is not preserved as it was the first residence in this part of Austin’s Little Colony”.

Michael Collins, archaeologist visited the house in 2008. In a “Letter of Opinion Concerning Restoration of House” written by Michael Collins, College of Liberal Arts the University of Texas at Austin dated May 14, 2010:

“Mayor Holm had originally asked Professor Wayne Bell of the School of Architecture and Dr. Bell suggested that because of the vernacular nature of the building’s construction and the partial issues with its restorability I might be more helpful....professional credentials are in archaeology, not in historic architecture, but in conjunction with his archaeological work has dealt with cultural resource assessments of several vernacular houses in Kentucky and Texas.

The structure in question was originally built using full-dimension mill-sawed timbers and lumber, juniper poles, field stones, waney lath, wooden pegs, and square nails. Square nails and full-dimension lumber strongly support a 19th century construction age.”

In 2015, C. Embree conducted a series of phone interviews with Ed Teague. Ed Teague’s father Harvey Teague and later his children owned the homestead. Ed Teague grew to adulthood in the house. He returned to the home over the years to maintain it.

- Teague recalls that in 1954, when the family bought the property they “...knew they were purchasing the oldest house in Elgin, and owned by Mary Christian Burleson.” His father felt the house was important and tried to donate the home to the City of Elgin in ????
- Teague recalls that the ??? said that the house was originally “L” shaped. Ed Teague was told by a neighbor Chessy Scott (born 1905), that the two rooms burned in a fire and the refrigerator had been saved from the kitchen. Teague recalls working with his father on the foundation of the house in 1954 seeing the scorched floors under the house along the northeast walls where the rooms had stood. There was a walkway from kitchen to bottle shaped cistern made after the fire.
- Ed Teague recalls that his mother was told by neighbor Chessy Scott’s mother, a native of Elgin and born in around 1870, that there was a breezeway in the house.
- The front side of this house is on sandy land, the backside is on prairie. Most of the property was used as prairie land with tall Johnson grass. There were no big or old trees, the land was clear with only a few dry-land Willow with large Hackberries and Chinaberries near the house, needle grass and prickly pear. Plenty of Horny Toads and Jack Rabbits to keep a boy happy.
- The roof gutter, some of which is still visible, fed the Beveled Cistern. Neighbors would come get water for cooking their beans.
- There is a sandstone outcrop area near the back fence, NW of wooded area where the sandstone for the cisterns could have been gathered.
- The Bell shaped cistern was partially filled when they arrived and Chessy Scott told them that a Model T engine was inside. Over the years, the Teagues added trash into the cistern.
- Harvey Teague built a 8x8 deck porch between the two cisterns after 1954.

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## Archaeological Site Survey

(compiled by Cristin Embre)  
Project Setting and Land Use

### Environmental Resources and Land Use

### Expected Types of Archaeological Remains

- Interviews with Patsy Hoffman, who visited the house as child in the late 1940s and map drawn shows that the “L” shape building was not in existence in the 1940s.

The Mary Christian Burleson Homestead is located at 117 Louise Street, in Elgin, Texas, less than 1 mile from downtown Elgin and 25 miles east of Austin. The property is bounded by Burleson Creek on the north, Haisler Street on the west, Lexington Road on the east, and Louise Street on the south.

The homestead retains a single storey wood frame building known as the “Mary Christian Burleson House” and several outbuildings including a barn and 2 historic cisterns.

The site sits on a level terrace above floodplain which extends down slope toward Burleson Creek. The Homestead is situated in the Blackland Prairie region, maximum elevations of 1000 feet to 450 feet, low rolling terrain belonging to the “Crockett-Wilson” soil complex. The area’s soils are characterized by 2 to 8 percent slopes with fine sandy loam A Horizon, followed by deep deposits of clay and clay loam. Bedrock is found at 80 inches below the surface (General Soil Map, Bastrop County Texas, Soil Survey of Bastrop County).

#### *Creeks*

Burleson Creek is 0.3 miles from the homestead. Ed Teague recalls that Burleson Creek had water often, some areas always held water. Seasonal runoff was guided via gullies that ran down slope and north on the homestead lot.

#### *Prairie*

One of the earliest uses of the Blackland Prairies and Post Oak Savannah by early settlers was grazing livestock, primarily cattle and horses. Farming was also common but did not become a major use until the 1870’s. During this time, with the advancement of the railroads and improved market conditions for agriculture, the prairies were plowed under and cotton replaced ranching as the principle land use. The rich soils of the Blackland Prairie were ideal for growing cotton. Farming is a major land use in the Blackland Prairie region today, but a large portion of the previously farmed land has been converted to pastureland for grazing livestock.

The urban landscape on the south side of Louise Street consists of driveways, house lots, and other areas where the soil has been disturbed for development. The north half of Louise and 1 acre has been abandoned and become densely wooded over the past decade and little impact either through erosion or artificial processes. Cattle grazing likely had been an important land use in the past and as did farming.

The archaeological site files at the Texas Archaeological Research Laboratory (TARL) contain no records of prehistoric or historic archaeological sites previously recorded on or in the immediate vicinity of the homestead and no previously recorded archaeological sites are located within a one-mile radius of the homestead.

Early history settlement in the region would be likely represented by wooden above-ground structures. Placing the archaeological materials within in this depositional context, the potential for recovering materials in well-preserved buried deposits is likely. Given the historical context, properties could be typed as farmsteads, mid-nineteenth century domestic refuse, structural debris of barns and other outbuildings, foundation stones from rock walls, wells, cattle pens, irrigation ditches, roads and isolated properties such as mines, to name a few.

## Results of Site Survey

*Prehistoric site types:* Given the proximity to Burleson Creek prehistoric campsites are likely to exist. The Teagues often found arrowheads in the pasture area, especially near the barn, near “Trash Canyon” and the stock tank.

On January 25, 2015 C. Embree surveyed the 1 acre. The survey provides a cursory understanding of potential archaeological remains at the site based on the area’s environmental setting, historic maps, regional prehistoric and historic contexts. The survey was conducted with limited pedestrian surface inspection, with no subsurface exploration.

Since most of the ground surfaces were covered by dense ground cover, field inspection was limited to surface reconnaissance and inspection of areas of exposed ground surfaces. Most of the property is in pasture limiting visibility to patches of exposed ground in animal trails and the driveway.

The vegetation in some areas was open enough to examine the ground for features. Artifacts were not collected. Digital photos were taken of the locations where archaeological materials or features were observed, and these locations were mapped using Global Positioning System (GPS).

Twelve historic archaeological features were identified on the property including two outbuildings, two 19th century cisterns, three trash middens, a cattle chute, one brick walkway, a second walkway, driveway, and fieldstone bordered driveway. The site will be assigned one archaeological site number (trinomial) for listing on the restricted database, Texas Historical Sites Atlas, Texas Archaeological Research Laboratory, to serve as an umbrella reference to the various historic archaeological components and features identified within the properties 1 acre boundaries.

Dense vegetation obscured ground surface visibility of three quarters of the survey area in January 2015. As research was a reconnaissance (not a 100% intensive survey), it cannot be stated, in an unequivocal fashion, that all artifacts and features were recorded.

No prehistoric archaeological materials or features were identified by the field inspection. Historic accounts suggest prehistoric components within the property boundary and as with historic artifacts and features; it is likely that dense ground cover obscured their visibility.

Examination of high-resolution aerial photos taken by an unmanned aerial vehicle (UAV) in July and then again in August when some brush had been removed from the property revealed no additional historic or prehistoric archaeological features within the 1 acre.

### Outbuildings

Teague Shed - Approximately 55 feet north of the home is a small 10x10 outbuilding with cement foundation and tin roof. Ed Teague recalls his father built the structure sometime after 1954.

Barn - A small stall barn structure lies approximately 160 feet northeast of the home. The Teagues used this for a corn crib and as a living space for a time.

Old Barn – Oral histories of the land indicate that there had been a large barn on the property. Ed Teague recalls his neighbor Chessy Scott described it as big enough to drive a horse and buggy into with stalls on either side for hay, located just behind the present barn.

Aerial photos taken sometime between 1943 and 1953 shows that possibly as many as four outbuildings existed including a large structure which may represent this older barn. This structure is in the location described by Scott. Dense ground





Figure 2. 1950's to 1960's map based on interviews by Ed Teague, 2015



Figure 3. 20th century trash midden area near barn

## Fencing and Walkways



Figure 4. Wire fence near barn

## Cisterns



Figure 5. Beveled-Shoulder Cistern

cover made inspecting the areas surrounding the barn and probable location of the 19th century barn impossible (Figure 2).

**Cattle Chute** - Located south of the new barn is a cedar pole structure. It would have allowed farm hands to move cattle up into trucks. The structure postdates the Teagues' occupation and likely dates to when the Teagues rented the land and tenants ran cattle after 1970.

**Midden Areas** - Approximately 130 feet north of the house is an area of dense-to-light scattered domestic debris. All observed surface materials dated to the 20th century, including clear glass, and aluminum containers including a Thermos coffee container, miscellaneous car parts and white wall tires. Debris was observed in concentrations radiating from the barn 20-30 feet in all directions. (Figure 3)

Light scattering of domestic debris was identified west of the kitchen door in dense vegetation consisting of chinaberry, hackberry and grasses. Although vegetation obscured view and severely limited access, the area is marked by a slight depression, darker color soil and light scattering artifacts. This is the area noted by Ed Teague as the sink. The family filled the area with trash over a period of years, when heavy rains uncovered a deep sink area. Artifacts may also represent earlier use for domestic refuse and likely contains midden deposits possibly relating to kitchen activity related to its proximity to the kitchen back door. In addition, also due to proximity to the house, this area may contain privy deposits.

There is a small area of historic debris eroding out of the c.1950's shed structure.

**Fencing** - Dense vegetation made inspecting all fencing materials impossible. That which was inspected followed oral histories of fencing erected in areas to limit access to the prairie and garden area. Fencing was found wrapped about a tree near the barn. (Figure 4)

**Stone walkways** - The front walkway made of large tile-like pavers leading from the driveway to the front door may postdate the front porch addition as the pavers extend up to the foundation and under the area where the porch would have sat.

**Brick Walkway** - A brick walkway extends between the two cistern areas and likely was built after the fire of the back rooms. Ed Teague believe it was built to make access from kitchen to the cistern more easy, especially considering the area gets very muddy when it rains. It is the only use of brick identified so far.

**Drives, Sidewalks** - Traces of an access road or driveway were identified which appear to link the manufactured home to the building.

**Cisterns** - Most early houses in Texas had cisterns. Both cisterns appear to be associated with the structure. Two distinct temporal styles have been identified.

**Beveled-Shoulder Cistern** - c. early 1860's - Late 1870's (Denton, Cisterns of Texas 2010:3-8) constructed with single-width rough cut stone blocks 4 inches by 4.5 inches wide. The opening is 3 foot 2 inches wide and 26 feet deep with stucco plaster lining. They often had an outtake line that feed directly into the house at one point. This cistern was used by the Teagues and often visited by neighbors for cooking use, particularly for cooking beans (Personal Interview with Ed Teague). While cisterns are common, finding them intact with upper components, mouths, necks and shoulders is relatively rare in urban settings (Denton 2010). A portion of the gutter system that fed this cistern is still visible. A wooden or stone lid was replaced with a wooden box covering added by the neighbor in the last decade. (Figure 5)





Figure 6. Bell Cistern

Bell Cistern – Bell Cisterns, c. 1880s to 1900 are the most common cistern in Texas (Denton 2010: 6). The walls are nearly horizontal and are constructed of the same or similar cut sandstone as the Beveled Cistern, using double width block. The blocks are rather finely cut and shaped with rounded ends that conform to the shape smooth shape of the bell with a stucco plaster lining. The diameter is nearly 4 feet wide and is backfilled with 20th century debris filling the cavity 3 feet from the ground surface. (Figure 6)

Denton explains that a high percentage of these cisterns were constructed under the houses they were associated with, usually directly under the kitchen floor. This supports oral histories of the attached building, including a kitchen, which burned during the ownership of R.C. Cain between 1945 and 1952.

The cistern currently has a cement cap that is smaller than the opening and it does not appear to be original. It is likely did not have a neck or mouth protruding above the ground surface. An intake line, portions of the downspout are located along the north wall with an outtake line that either came directly through the mouth of the cover or exited the cistern through the shoulder and extended underground into the house (Denton 2010: 7).

Because the purpose of a cistern is to hold water, they were often kept clean of objects and debris. Both cisterns are backfilled and artifacts found within them date to the period associated with the last use of the cistern or to a period long after the cistern ceased to be used. Oral histories indicate that a Model-T engine was buried in the cistern and when the Teagues moved to the house, they continued to fill the cistern with kitchen debris.

## Vegetation and Plantings

Crepe Myrtle – Date to the 1950's, when they were planted by the Teague family.

Historic accounts indicate a single peach tree stood west of the Beveled Cistern. Numerous peach pits were located in the area.

Approximately ten large ash, hackberry, and chinaberry trees are located within the property boundary.

Field Patterns - Aerial photography indicate that in general the planting fields visible today do mirror the patterns found from 1950s and likely prior. The 4 acre garden plot used by the Teague family is completely overgrown with mesquite. Past land use focus on production on cattle and would suggest that trees and brush would have been maintained and much of the land would have been cleared.

## Archeological Concerns Associated with Ground Disturbance

An archeological evaluation will be appropriate if ground disturbance is likely to occur and may impact areas which have been undisturbed since their period of significance.

Archaeological investigation prior to construction or ground-disturbing activities can determine if areas are undisturbed and can prevent accidental destruction of archaeological deposits on the property.

A record of construction activities, demolition, and occupations are often left in the ground under and around surviving structures. Of particular interest, and area sensitive to ground disturbance activities, will be areas surrounding the house and extending west to the property boundary where historic topographic maps indicate another building existed. Dr. Michael Collins shared this view: "Archaeological evidence of the area around and under the house could be extremely valuable in establishing time of construction and history of occupancy, assuming that the house was never moved" (2010: 3). A second sensitive area should be considered north of the main structure, where

middens and oral histories indicate an older barn building may have been extant.

As a grant recipient for the Preservation Trust Fund Grant having signed the Funding Agreement, the Foundation must following rules regarding treatment of archaeological deposits including:

: ...the Grant Recipient shall ensure that planning documents, architecture plans and/or specifications for the Project shall be in accordance with the treatment, rehabilitation, reconstruction or preservation, as applicable, described in the U.S. Secretary of Interior's Standards for the Treatment of Historic Properties, 1995 (36 Code of Federal Regulations Part 68), the Archaeological and Historic Preservation Secretary of Interior's Standards and Guidelines..." (THC Funding Agreement).

Under U.S. Secretary of Interior's Standards for the Treatment of Historic Properties, 1995 (36 Code of Federal Regulations Part 68), Standards for Preservation (#8) outline: "...Archeological resources affected by a project will be protected and preserved in place. If such resources must be disturbed, mitigation measures will be undertaken."

Archaeology and Historic Preservation Secretary of the Interior's Standards and Guidelines explicitly states (under Standard 1.): "... sensitive information, like the location of fragile resources, must be safeguarded from general public distribution".

### Recommendations for Future Archaeological Research

Mary Christian Burleson Homestead is potentially a significant archaeological landscape for the region. The first steps to determine this would include intensive archeological survey of the entire 1 acre and with permission, the total landscape including all 24 acres.

Following the Funding Agreement, archeological survey of the 1 acre lot must come before any ground disturbance or enhancements to the physical landscape begin in sensitive areas.

Less invasive methods such as shovel testing and test excavation and non-invasive investigation of targeted areas should be pursued. Archaeological excavation of specific features, such as the suspected addition to the main house site, barn site, and depression and midden area off the west of the house, should also be pursued.

Continued historical research may provide information to determine the locations of archaeological features such as the possible cabin or building extension. Historical research may also help interpret known archaeological features on the property.

Recommendations include:

- Historical research to interpret the known archaeological features on the property.
- Historical research to determine the location of expected archaeological features on the property and identify additional features.
- Extend the historical research beyond the present property boundaries to better assess potential features such as middens.

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## Proposed Research

An Intensive Archaeological Survey is proposed for the fall of 2015. It will provide baseline data for assessing potential archaeological impacts of proposed stabilization designs, proposed construction elements, to aid in development of interpretive themes, identification of potential archaeological and historical research opportunities, to determine depositional integrity and eligibility to the National Register.

The Archaeological research will be phased, beginning at a less intensive level and progressing to more intensive research if important remains are revealed. This evaluation will be performed by Cristin Embree, M.A., RPA and with the support of additional archaeologists with expertise in similar resources from the Travis County Archaeological Society and Texas Archaeological Society. The survey will be centered on the home and the several domestic and agricultural outbuildings within the boundaries of the MCBPDF Property line. Systematic shovel testing and test excavations will be performed to document structural remains and artifact assemblages. Emphasis will be placed on inspection of cutbacks, roadcuts, tree falls, gopher mounds and any burrows. Shovel tests will be generally space in 10 meter intervals and staggered to create a grid-like pattern, following the Texas Historical Commissions Archaeological Survey Standards for Texas. Archaeological investigations will be limited to areas of the site determined to be most likely to yield information pertinent to the periods of significance. Due to the destructive nature of excavation, professional standards for recordation and conservation will be strictly adhered. All efforts will be made to use less destructive means of investigation and to leave as much of the site undisturbed for future generations. Evidence obtained from archaeological investigation will complement the HSR and add to our knowledge of building's construction sequence, use and significance of the site and could be used to infer the economic scale of the occupants and better interpret the living habits of 19th and 20th century land owners.

## Evaluation of Significance

Mary Christian Burleson made a significant contribution to state, regional and local history. The preservation of her homestead and research into its associated archaeological deposits offers a unique opportunity to better understand not only her significance to the Elgin community, but to also understand the lives of women on the frontier.

For the purposes of this report, the period of significance should include the dates in which the building maintained its original design and materials, 1840-1870.

The homestead site meets all four criteria for evaluation of significance and is potentially eligible for the National Register of Historic Places:

A: Home built on one of the 15 original titles in Stephen F. Austin's Little Colony, First Class Headright League, dated April 26, 1832. First home in northwest portion of Colony, located on league Mary Christian Burleson (MCB) granted to the Houston and Texas Central Railway route that established the town site of Elgin (1872).

B: Associated with significant persons such Mary Christian Burleson being of focus, but also individuals such as Edward Burleson.

C: The home embodies distinctive Texas Vernacular construction type ca. 1847, not common in the area with distinctive characteristics including local mill-sawed timbers and lumber, juniper poles, field stones, waney lath, wooden pegs, and square nails, and possible reuse of an earlier 1840 log structure.

D: The home appears to be in its original location. There is a probability that limited ground disturbance had occurred and interact archaeological deposits may be likely to yield information important to history.

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Archaeology often yields information about past inhabitants and the use of a place that is not written in the history books. The results of archaeological research at the Mary Christian Burleson Homestead may provide a fuller understanding of: (1) Mary Christian Burleson/particularly on the lives of women on the Texas frontier (2) the spatial relationships and development of the site and (3) economic activities of early Euroamerican farming and ranching families/economic scale of the occupants and living habits of 19th and 20th century land owners.

Documentary and ethnographic sources, especially oral histories of persons who once lived at the site provide important documentary evidence of activities that may be reflected in the site. Archaeological testing is needed to determine the information content of the archeological record; is there enough integrity in the deposits to answer these research questions? Second is determining the importance of that information potential of the archaeological record.

- KEystone:** stone with a wedge shape located at the center of an arch.
- LIStone:** a sedimentary rock consisting of calcium carbonate, magnesium carbonate, or both.
- LIntel:** a horizontal structural member, usually made of wood, stone, or steel, that supports a load over an opening. This can be exposed or obscured by wall covering.
- LOUver:** small lantern or other opening used for ventilating attics or other spaces; often has wood slats.
- MAsonry:** historically, stone or fired-clay units usually bonded with mortar; in modern terms, items such as concrete blocks are also called masonry.
- MOlding:** a continuous decorative band used on the interior or exterior of a building as an ornamental device or to obscure the joint formed when two surfaces meet.
- MULLION:** vertical member dividing a window or other opening into two or more lights.
- MUNTIN:** a secondary framing member which secures panes within a window, glazed door, or window wall. Also, an intermediate vertical member dividing the panels of a door.
- NATIONAL REGISTER OF HISTORIC PLACES:** the official list of the Nation's cultural resources which have been determined to be worthy of preservation. Properties listed include districts, sites, buildings, structures and objects that are significant in American history, architecture, archeology, engineering, and culture.
- OGEE ARCH:** a pointed arch composed of reversed curves, the lower concave and the upper convex.
- PANEL DOOR:** a door made up of vertical and horizontal wood members or rails with sunken panels.
- PANEL WINDOW:** a form of picture window consisting of several sash or fixed glazes separated by crossbars, mullions, or both.
- PARTING STRIP:** a vertical strip of wood separating the sashes of a window.
- PIER:** an isolated column of masonry, concrete or sometimes wood, generally having a low ratio of height to width.
- PILLARS:** upright members used to support superstructures.
- PLINTH:** a square or rectangular base for column, pilaster, or door framing; a solid monumental base to support a statue or memorial; or a recognizable base of an external wall. Also in reference to the base courses of a building collectively, if so treated as to give the appearance of a platform.
- POINTING:** forming and tooling of joints after the masonry units have been laid for the purpose of protecting against weather and improving appearance.
- PORTLAND CEMENT:** a type of cement which forms a very hard, dense mortar with low porosity.
- PRESERVATION:** the act or process of applying measures to sustain the existing form, integrity, and material of a building or structure, and the existing form and vegetative cover of a site. It may include initial stabilization work, where necessary, as well as ongoing maintenance of the historic building materials.
- PRIMER:** first coat of paint applied on a bare material.
- RECONSTRUCTION:** the act or process of reproducing by new construction the exact form and detail of a vanished building, structure, or object, or a part thereof, as it appeared at a specific period of time.
- RECORDED TEXAS HISTORIC LANDMARK (RTHL):** resources designated by the Texas Historical Commission under Texas Government Code, Chapter 442, as worthy of preservation for their architectural integrity and historical associations. The highest honor the state can bestow on historic structures in Texas.
- REHABILITATION:** the act or process of returning a property to a state of utility through repair or alteration which makes possible an efficient contemporary use while



preserving those portions or features of the property which are significant to its historical, architectural, and cultural values.

**REPOINTING:** the filling and tooling of open joints between bricks.

**RESTORATION:** the act or process of accurately recovering the form and details of a property and its setting as it appeared at a particular period of time by means of the removal of later work or by the replacement of missing earlier work.

**RETAINING WALL:** a freestanding or laterally braced wall that bears against an earth or other fill surface and resists lateral and other forces from the material in contact with the side of the wall.

**RIDGE:** the horizontal line created by the junction of the upper edges of two sloping roof surfaces.

**RIDGECAP:** a covering of metal, wood, shingle, or any similar material which is used to cover the ridge of a roof.

**RISING DAMP:** ground water that travels upward through a masonry wall by natural capillary action. Often indicated on the wall by an actual "tide line".

**ROUND-HEAD WINDOW:** a window with a rounded or arched top member.

**RUBBLE MASONRY:** stone masonry built with rough stones of irregular shapes and sizes.

**SASH:** the framework into which the panes of a window are set.

**SCORE:** the formation of a notch or groove in a smooth surface to create a pattern or line as in ashlar masonry.

**SOFT-BURNT BRICK (soft brick):** brick fired at low temperatures, producing units of low compressive strength and high absorption.

**SPALLS (spalling):** sheets of masonry separated from the surface by the action of water inside the masonry. Water soaking into the masonry causes spalling when temperatures change, thus forcing the surface to expand and pop off in pieces.

**SPLASH BLOCK:** a concrete or plastic precast block which diverts water at the bottom of a downspout.

**STABILIZATION:** the act or process of applying measures designed to reestablish a weather resistant enclosure and the structural stability of an unsafe or deteriorated property while maintaining the essential form as it exists at present.

**STANDING SEAM METAL ROOF:** a sheet metal roof with seams that project at right angles to the plane of the roof.

**STATE ARCHEOLOGICAL LANDMARK (SAL):** designation made by a vote of the Texas Historical Commission (THC) in order to protect an archeological site or historic structure under the Texas Antiquities Code. Designation places the resource in a statewide inventory of significant sites which allows long range protection planning for the cultural heritage of Texas. It also provides that a designated resource cannot be removed, altered, destroyed, salvaged, or excavated without a permit from the THC.

**STILE:** one of the vertical structural members of a frame, such as the outer edge of a door or a window sash.

**STRIKING:** the finishing of a joint with any of a variety of tools.

**TOOLING:** forming a masonry joint to a particular shape.

**TRANSOM:** a window unit above a door.

**TRIGLYPHS:** the three vertical bands which alternate with the metopes on a Doric frieze or its derivatives.

**TRIM:** edging or framing of openings and other features on a facade or indoors. Often of a different color and material than that of the adjacent wall surface.

**VENEER:** a decorative layer of brick, wood, or other material which provides a cover for inferior structural material and gives an improved appearance at a low cost.