

AGENDA

CITY OF TAYLOR, TEXAS
CITY COUNCIL MEETING
CITY HALL, COUNCIL CHAMBERS, 400 PORTER STREET

NOVEMBER 23, 2010, 6:00 P.M.

CALL TO ORDER AND DECLARE A QUORUM

INVOCATION

PLEDGE OF ALLEGIANCE

REGULAR AGENDA; REVIEW/DISCUSS AND CONSIDER ACTION

1. [Acknowledge Development Agreements](#) as previously executed by the City Manager. (John Elsdon)
2. [Consider introducing Ordinance 2010-45](#) regarding annexation of properties northwest of Taylor in the vicinity of CR 101 and the future Chandler Road right of way. (John Elsdon)

ADJOURN

The Council may vote and/or act upon each of the items listed in this Agenda. The Council reserves the right to retire into executive session concerning any of the items listed on this Agenda, whenever it is considered necessary and legally justified under the Open Meetings Act. I certify that the notice of meeting was posted in the Taylor City Hall Lobby before 6:00 pm on November 19, 2010 and remained posted for at least 72 hours continuously before the scheduled time of said meeting. I further certify that the following news media was notified of this meeting: Taylor Daily Press.

Posted By: _____
Susan Brock, City Clerk



*City Council Meeting
November 23, 2010
Agenda Item Transmittal*

Agenda Item #: 1
Agenda Title: Acknowledge Development Agreements as previously executed by the City Manager.
Council Action to be taken: Acknowledge development agreements as executed
Initiating Department(s): Community Development; City Planning
Staff Contact: John Elsdon, AICP, City Planner

1. INTRODUCTION/PURPOSE

The Local Government Code requires cities to offer Development Agreements to property owners with agricultural exemptions prior to annexation. The agreements exempt their properties from annexation for up to 15 years.

2. DESCRIPTION/ JUSTIFICATION

For the area under consideration for annexation, sixteen (16) agreements from the twenty-one (21) agriculturally exempt properties signed, representing \$1,313,400 in assessed valuation.

3. FINANCIAL/BUDGET

Not applicable at this time.

4. TIMELINE CONSIDERATIONS

5. RECOMMENDATION

Staff recommends that the Council acknowledge the Development Agreements as executed.

6. REFERENCE FILES

- 1a. [List of Development Agreements](#)
- 1b. Signed Agreements

List of Development Agreements for 2010 B Annexation

- | | |
|-------------|---|
| 1. R315759 | Gary and Bertha Beran |
| 2. R020459 | David, William, Karla, Doris and Cheryl Fuchs |
| 3. R020460 | David, William, Karla, Doris and Cheryl Fuchs |
| 4. R020893 | Charlotte Davis |
| 5. R020891 | Charlotte Davis |
| 6. R020978 | Guadalupe and Minerva Sanchez |
| 7. R020896 | J. W. and Linda Roznovak |
| 8. R020901 | J. W. Roznovak and Nadine Johnson |
| 9. R321838 | David and Helen Carson |
| 10. R337224 | Mike and Jean Marx |
| 11. R354023 | Mike and Jean Marx |
| 12. R020475 | Julius Wolbrueck |
| 13. R020909 | Julius Wolbrueck |
| 14. R020908 | Julius Wolbrueck |
| 15. R020983 | Edgar and Larry Olson |
| 16. R020985 | Edgar and Larry Olson |

CHAPTER 43 TEXAS LOCAL GOVERNMENT CODE
DEVELOPMENT AGREEMENT

This Agreement is entered into pursuant to Sections 43.035 and 212.172 of the Texas Local Government Code by and between the City of Taylor, Texas, (the "City") and the undersigned property owner(s) (the "Owner"). The term "Owner" includes all owners of the Property.

WHEREAS, the Owner owns a parcel of real property (the "Property") in Williamson, County, Texas, which is more particularly and separately described in the attached Exhibit "A"; and

WHEREAS, the City has begun the process to institute annexation proceedings on all or portions of Owner's Property and will hold public hearings on October 21st and November 4th, 2010;

WHEREAS, the Owner desires to have the Property remain in the City's extraterritorial jurisdiction, in consideration for which the Owner agrees to enter into this Agreement; and

WHEREAS, this Agreement is entered into pursuant to Sections 43.035 and 212.172 of the Texas Local Government Code, in order to address the desires of the Owner and the procedures of the City; and

WHEREAS, the Owner and the City acknowledge that this Agreement is binding upon the City and the Owner and their respective successors, heirs, and assigns for the term (defined below) of this Agreement; and

WHEREAS, this Development Agreement is to be recorded in the Real Property Records of Williamson County.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties hereto agree as follows:

Section 1. The City guarantees the continuation of the extraterritorial status of the Owner's Property, its immunity from annexation by the City, and its immunity from City property taxes, for the term of this Agreement, subject to the provisions of this Agreement. Except as provided in this Agreement, the City agrees not to annex the Property, agrees not to involuntarily institute proceedings to annex the Property, and

further agrees not to include the Property in a statutory annexation plan for the Term of the Agreement. However, if the Property is annexed pursuant to the terms of this Agreement, then the City shall provide services to the Property pursuant to Chapter 43 of the Texas Local Government Code.

Section 2. The Owner covenants and agrees not to use the Property for any use other than for agriculture, wildlife management, and/or timber land consistent with Chapter 23 of the Texas Tax Code, except for the existing single-family residential use of the property, without the prior written consent of the City.

The Owner covenants and agrees that the Owner will not file any type of subdivision plat or related development document for the Property with Williamson County or the City until the Property has been annexed into, and zoned by, the City.

The Owner covenants and agrees not to construct, or allow to be constructed, any buildings on the Property that would require a building permit if the Property were in the city limits, until the Property has been annexed into, and zoned by, the City. The Owner also covenants and agrees that the City's RA - Rural Agricultural zoning requirements apply to the Property, except when inconsistent with this Agreement in which case this Agreement shall apply, and that the Property shall be used only for RA - Rural Agricultural zoning uses that exist on that Property at the time of the execution of this Agreement, unless otherwise provided in this Agreement. However, the Owner may construct an accessory structure to an existing single family dwelling which is reasonable and necessary for the agricultural, wildlife management, and/or timber land purpose, after notification to and approval by the City of such action and in compliance with all applicable City ordinances and codes.

The Owner acknowledges that each and every owner of the Property must sign this Agreement in order for the Agreement to take full effect, and the Owner who signs this Agreement covenants and agrees, jointly and severably, to indemnify, hold harmless, and defend the City against any and all legal claims, by and person claiming an ownership interest in the Property who has not signed the Agreement, arising in any way from the City's reliance on this Agreement.

Section 3. The Owner acknowledges that if any part or related development document is filed in violation of this Agreement, or if the Owner commences development of the Property in violation

of this Agreement, then in addition to the City's other remedies, such act will constitute a petition for voluntary annexation by the Owner, and the Property will be subject to the annexation at the discretion of the City Council. The Owner agrees that such annexation shall be voluntary and the Owner hereby consents to such annexation as though a petition for such annexation had been tendered by the Owner.

If annexation proceedings begin pursuant to this Section, the Owner acknowledges that this Agreement serves as an exception to Local Government Code Section 43.052, requiring a municipality to use certain statutory procedures under an annexation plan. Furthermore, the Owner hereby waives any and all vested rights and claims that they may have under Section 43.002(a)(2) and Chapter 245 of the Texas Local Government Code that would otherwise exist by virtue of any actions Owner has taken in violation of Section 2 herein.

Section 4. Pursuant to Sections 43.035(b)(1)(B) of the Texas Local Government Code, the City is authorized to enforce all of the City's regulations and planning authority that do not materially interfere with the use of the Property for agriculture, wildlife management, or timber, in the same manner the regulations are enforced within the City's boundaries. The City states and specifically reserves its authority pursuant to Chapter 251 of the Texas Local Government Code to exercise eminent domain over property that is subject to a Chapter 43 and/or Chapter 212 development agreement.

Section 5. The term of the Agreement (the "Term") is fifteen (15) years from the date that the City Manager's signature to this Agreement is acknowledged by a public notary.

The Owner, and all of the Owner's heirs, successors and assigns shall be deemed to have filed a petition for voluntary annexation before the end of the Term, for annexation of the Property to be completed on or after the end of the Term. Prior to the end of the Term, the City may commence the voluntary annexation of the Property. In connection with annexation pursuant to this section, the Owners hereby waive any vested rights they may have under Section 43.002(a)(2) and Chapter 245 of the Texas Local Government Code that would otherwise exist by virtue of any plat or construction any of the owners may initiate during the time between the expiration of the Agreement and the institution of annexation proceedings by the City.

Section 6. Property annexed pursuant to this Agreement will initially be zoned R1-Single Residential pursuant to the City's Code of Ordinances, pending determination of the property's permanent zoning in accordance with the provisions of applicable law and the City's Code of Ordinances.

Section 7. Any person who sells or conveys any portion of the Property shall, prior to such sale or conveyance, give written notice of this Agreement to the prospective purchaser or grantee, and shall give written notice of the sale or conveyance to the City. Furthermore, the Owner and the Owner's heirs, successor, and assigns shall give the City written notice within 14 days of any change in the agricultural exemption status of the Property. A copy of either notice required by this section shall be forwarded to the City at the following address.

City of Taylor
Attn: City Manager
400 Porter Street
Taylor, Texas 76574

Section 8. This Agreement shall run with the Property and be recorded in the real property records of Williamson County, Texas.

Section 9. If a court of competent jurisdiction determines that any covenant of this Agreement is void or unenforceable, including the covenants regarding involuntary annexation, then the remainder of this Agreement shall remain in full force and effect.

Section 10. This Agreement may be enforced by any Owner or the City by and proceeding at law or in equity. Failure to do so shall not be deemed a waiver to enforce the provisions of this Agreement thereafter.

Section 11. No subsequent change in the law regarding annexation shall affect the enforceability of this Agreement or the City's ability to annex the properties covered herein pursuant to the terms of this Agreement.

Section 12. Venue for this Agreement shall be in Williamson, County, Texas.

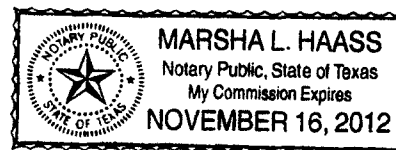
Section 13. This Agreement may be separately executed in individual counterparts and, upon execution, shall constitute one and the same instrument.

Section 14. This Agreement shall survive its termination to the extent necessary for the implementation of the provisions of Section 3, 4, and 5 herein.

Please attach a copy of your deed in order for this agreement to be in effect.

Entered into this 19th day of October, 2010.

Julius Wolbrueck
Owner Signature
Printed Name: Julius Wolbrueck



Owner Signature
Printed Name: _____

Owner Signature
Printed Name: _____

THE STATE OF TEXAS }
COUNTY OF WILLIAMSON }

This instrument was acknowledged before me on the day of
October 19, 2010, by Julius Wolbrueck, Owner.
Marsha L. Haass
Notary Public, State of Texas

THE STATE OF TEXAS }
COUNTY OF WILLIAMSON }

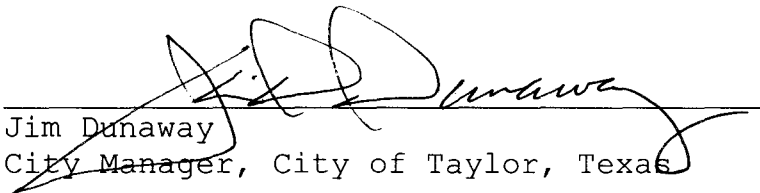
This instrument was acknowledged before me on the day of
_____, 2010, by _____, Owner.

Notary Public, State of Texas

THE STATE OF TEXAS }
COUNTY OF WILLIAMSON }

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_____, 2010, by _____, Owner.

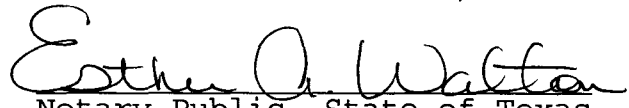
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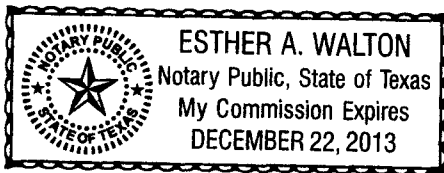

Jim Dunaway
City Manager, City of Taylor, Texas

THE STATE OF TEXAS
COUNTY OF WILLIAMSON

BEFORE ME, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared Jim Dunaway, City Manager, known to me to be the person and officer whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed same for and as the act and deed of the City of Taylor, Texas, and for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the 19th day of November, 2010.


Notary Public, State of Texas



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WHEREAS, the Owner owns a parcel of real property (the "Property") in Williamson, County, Texas, which is more particularly and separately described in the attached Exhibit "A"; and

WHEREAS, the City has begun the process to institute annexation proceedings on all or portions of Owner's Property and will hold public hearings on October 21st and November 4th, 2010;

WHEREAS, the Owner desires to have the Property remain in the City's extraterritorial jurisdiction, in consideration for which the Owner agrees to enter into this Agreement; and

WHEREAS, this Agreement is entered into pursuant to Sections 43.035 and 212.172 of the Texas Local Government Code, in order to address the desires of the Owner and the procedures of the City; and

WHEREAS, the Owner and the City acknowledge that this Agreement is binding upon the City and the Owner and their respective successors, heirs, and assigns for the term (defined below) of this Agreement; and

WHEREAS, this Development Agreement is to be recorded in the Real Property Records of Williamson County.

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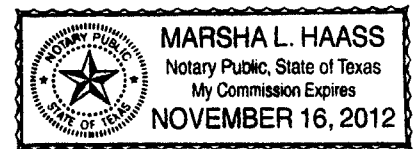
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Section 14. This Agreement shall survive its termination to the extent necessary for the implementation of the provisions of Section 3, 4, and 5 herein.

Please attach a copy of your deed in order for this agreement to be in effect.

Entered into this 19th day of October, 2010.

Julius Wolbrueck
Owner Signature
Printed Name: Julius Wolbrueck



Owner Signature
Printed Name: _____

Owner Signature
Printed Name: _____

THE STATE OF TEXAS }
COUNTY OF WILLIAMSON}

This instrument was acknowledged before me on the day of
October 19, 2010, by Julius Wolbrueck, Owner.
Marsha L. Haass
Notary Public, State of Texas

THE STATE OF TEXAS}
COUNTY OF WILLIAMSON}

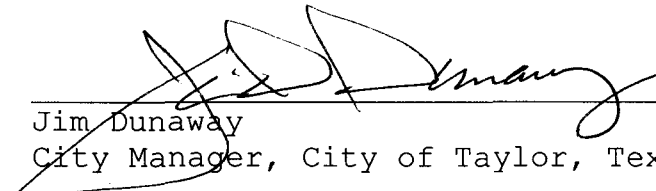
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_____, 2010, by _____, Owner.

Notary Public, State of Texas

THE STATE OF TEXAS}
COUNTY OF WILLIAMSON}

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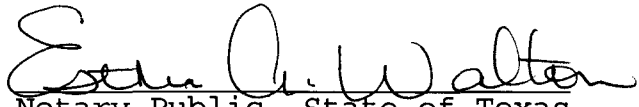


Jim Dunaway
City Manager, City of Taylor, Texas

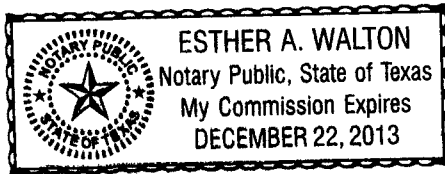
THE STATE OF TEXAS
COUNTY OF WILLIAMSON

BEFORE ME, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared Jim Dunaway, City Manager, known to me to be the person and officer whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed same for and as the act and deed of the City of Taylor, Texas, and for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the 19th day of November, 2010.



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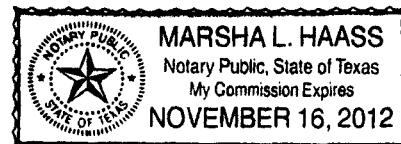
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Entered into this 19th day of October, 2010.

Julius Wolbrueck
Owner Signature
Printed Name: Julius Wolbrueck



Owner Signature
Printed Name: _____

Owner Signature
Printed Name: _____

THE STATE OF TEXAS }
COUNTY OF WILLIAMSON }

This instrument was acknowledged before me on the day of
October 19, 2010, by Julius Wolbrueck, Owner.
Marsha L. Haass
Notary Public, State of Texas

THE STATE OF TEXAS }
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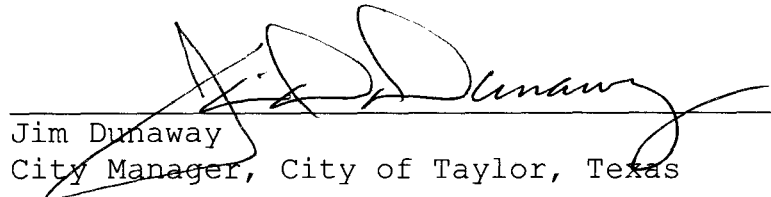
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_____, 2010, by _____, Owner.

Notary Public, State of Texas

THE STATE OF TEXAS }
COUNTY OF WILLIAMSON }

This instrument was acknowledged before me on the day of
_____, 2010, by _____, Owner.

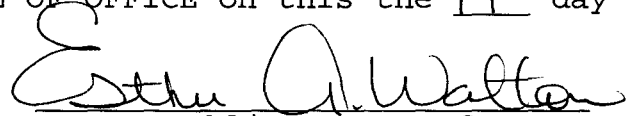
Notary Public, State of Texas

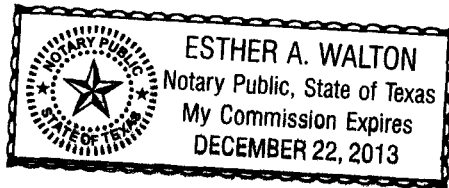

Jim Dunaway
City Manager, City of Taylor, Texas

THE STATE OF TEXAS
COUNTY OF WILLIAMSON

BEFORE ME, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared Jim Dunaway, City Manager, known to me to be the person and officer whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed same for and as the act and deed of the City of Taylor, Texas, and for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the 19th day of November, 2010.


Notary Public, State of Texas



J. A. WOLBRUECK, SR.
ET UX

W/D WITH V/L

JULIUS A. WOLBRUECK, JR.
ET UX

9491

THE STATE OF TEXAS, *
*
COUNTY OF WILLIAMSON. *

That, we, J. A. WOLBRUECK, SR. and wife DORA WOLBRUECK, for and in consideration of the sum of TEN (10.00) DOLLARS, and other good and valuable consideration cash to us in hand paid by the Grantees hereinafter named, the receipt of which is hereby acknowledged and confessed, and for the payment of which no right or lien, expressed or implied, is retained; and the further consideration of the execution and delivery by grantees of their one certain promissory note of even date herewith, in the principal sum of ONE HUNDRED SIXTY THOUSAND (160,000.00) DOLLARS, payable to the order of grantors in annual installments and bearing interest as therein provided, containing the usual clauses providing for acceleration of maturity and for attorney's fees,

Have GRANTED, SOLD AND CONVEYED, and by these presents do GRANT, SELL AND CONVEY unto JULIUS A. WOLBRUECK, JR. and wife, DOBORAH GAIL WOLBRUECK, of Williamson County, Texas, the following described property, to-wit:

TRACT ONE:

Seventy-one (71) acres of land, a part of the James C. Eaves Survey, Patent No. 196, Volume 11, Abstract 213, patented to Geo. W. Glasscock, assignee, and more particularly described as follows:

Beginning at a stake set in the center of a road or lane 20 feet wide for the S.E. cor. hereof, which said point is S. 19° E. 586 vrs. and S. 71° W. 865.44 vrs. from the N.E. cor. of said James C. Eaves Survey;

THENCE N. 19° W. with the center of said lane, 588-1/4 vrs. to the N.E. cor. hereof in the center of said lane, on the S. line of the Silas Palmer Survey;

THENCE S. 71° W. 691-6/10 vrs. to the N.W. cor. hereof;

THENCE S. 20° E. 594 vrs. to S.W. corner hereof;

THENCE with the N. margin of a public road, N. 69° E. 207.4 vrs. and N. 71° E. 472-1/2 vrs. to the place of beginning, containing 71 acres of land exclusive of public roads.

TRACT TWO:

BEING 192.156 acres of the Silas Palmer Survey, Abst. #499, in Williamson County, Texas, a part of a tract of 383.1 acres described in Vol. 90, Page 180, Deed of Trust records of Williamson County, Texas. Surveyed on the ground in October of 1974, by W.F. Forest.

BEGINNING at a fence corner at the S. W. corner of the 383.1 acre tract;

THENCE N. 19° 15' W. 3338.1 feet with the West line of the 383.1 acre tract to set an iron pin.

THENCE N. 71° E. 2564.4 feet to set an iron pin in an East line of the 383.1 acre tract and in a West line of a tract owned by Julia B. Sheldon, Vol. 225, Page 68, D/R;

THENCE S. 22° 09' E. 380.6 feet with the fence to a bend in the fence;

THENCE S. 14° 04'30" E. 1041.35 feet, leaving the fence, to the Northern termination of a 20 foot wide access easement, 10 feet on this tract and 10 feet on the Sheldon tract. (The roadway built along this easement has been moved Eastward so that it is entirely in the Sheldon tract.)

THENCE S. 18° 52' E. 1913.2 feet to the S. E. corner of the 383.1 acre tract and the N. E. corner of a 71 acre tract described in a deed to J. A. Wolbrueck in Vol. 349, Page 275, D/R, about 22.8 feet West of the center of the Roadway.

THENCE S. 71° W. 2476.94 feet with the South line of the Silas Palmer Survey to the POINT OF BEGINNING.

TO HAVE AND TO HOLD the above described premises, together with all and singular the rights and appurtenances thereto in anywise belonging unto the said JULIUS A. WOLBRUECK, JR. and wife, DEBORAH GAIL WOLBRUECK, their heirs or assigns, forever, and we do hereby bind ourselves, our heirs, executors, and administrators, to WARRANT AND FOREVER DEFEND all and singular the said premises unto the said JULIUS A. WOLBRUECK, JR. and wife, DEBORAH GAIL WOLBRUECK, their heirs and assigns, against every person whomsoever lawfully claiming, or to claim the same, or any part thereof, subject, however, to all valid restrictions and easements which are of record applicable to the property hereby conveyed.

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

The Grantors herein are to pay all taxes on the above described property for the years up to and including the year 1976, and the Grantees herein are to assume the payment of the taxes for the year 1977, the same having been prorated as of the date of the delivery of this Deed.

WITNESS OUR HANDS this, the 13th day of December, 1977.

J. A. Wolbrueck Sr.
J. A. Wolbrueck, Sr.

Dora Wolbrueck
Dora Wolbrueck

THE STATE OF TEXAS, *
*
COUNTY OF WILLIAMSON. *

BEFORE ME, the undersigned authority, on this day personally appeared J. A. WOLBRUECK, SR., known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the foregoing instrument for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 28th day of December, 1977.

Jed W. Hays
Notary Public in and for
Williamson County, Texas

THE STATE OF TEXAS, *
*
COUNTY OF WILLIAMSON. *

BEFORE ME, the undersigned authority, on this day personally appeared DORA WOLBRUECK, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that she executed the foregoing instrument for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 28th day of December, 1977.

Jed W. Hays
Notary Public in and for
Williamson County, Texas

NO. _____

IN THE MATTER OF THE	*	IN THE 26TH JUDICIAL
MARRIAGE OF	*	
	*	
JULIUS WOLBRUECK AND	*	
GAIL WOLBRUECK	*	DISTRICT COURT OF
	*	
AND IN THE INTEREST OF	*	
ERIK WOLBRUECK AND	*	
JOSHUA WOLBRUECK, CHILDREN	*	WILLIAMSON COUNTY, TEXAS

AGREEMENT INCIDENT TO DIVORCE

THIS AGREEMENT between Julius Wolbrueck, Petitioner, hereinafter called husband, and Gail Wolbrueck, Respondent, hereinafter called Wife,

IS AS FOLLOWS:

Section I: Existing Facts

The parties acknowledge that the following facts exist:

The parties are presently married but have separated and are living apart from one another.

The parties have no intention of again living together.

Petitioner has filed for divorce in this cause.

The parties wish to settle their rights to all property acquired by either of them during their marriage and wish to partition that property in a manner that is just and right, with due regard for the rights of the parties and their children.

Husband acknowledges his duty to contribute to the support of the children named below and desires to discharge that duty.

Section II: Division of Assets

A. It is agreed that Wife shall own, possess, and enjoy free from any claim of Husband, the property listed in schedule 1, and Husband hereby conveys and assigns to Wife all that property, together with any insurance policies covering that property and any escrow accounts that relate to that property.

THE STATE OF TEXAS, }
COUNTY OF WILLIAMSON }

I, KENNETH "BUD" JORDAN, Clerk of the District Court of Williamson County, Texas, do hereby CERTIFY the within and foregoing to be a true and correct copy of

DECREE OF DIVORCE

in Cause No. 80-460-F, wherein

IN THE MATTER OF THE MARRIAGE OF

JULIUS WOLBRUECK, Petitioner

and

GAIL WOLBRUECK, Respondent

AND IN THE INTEREST OF
ERIK WOLBRUECK AND
JOSHUA WOLBRUECK, CHILDREN

as the same appears on file and of record in this office.

GIVEN UNDER MY HAND AND SEAL OF SAID COURT,

at Georgetown, Texas, on this the 24th day

of NOVEMBER, 19 80.

KENNETH "BUD" JORDAN, Clerk,
District Court, Williamson County,
Texas

By: *Margaret Arthur Aleman*
Deputy

CHAPTER 43 TEXAS LOCAL GOVERNMENT CODE
DEVELOPMENT AGREEMENT

This Agreement is entered into pursuant to Sections 43.035 and 212.172 of the Texas Local Government Code by and between the City of Taylor, Texas, (the "City") and the undersigned property owner(s) (the "Owner"). The term "Owner" includes all owners of the Property.

WHEREAS, the Owner owns a parcel of real property (the "Property") in Williamson, County, Texas, which is more particularly and separately described in the attached Exhibit "A"; and

WHEREAS, the City has begun the process to institute annexation proceedings on all or portions of Owner's Property and will hold public hearings on October 21st and November 4th, 2010;

WHEREAS, the Owner desires to have the Property remain in the City's extraterritorial jurisdiction, in consideration for which the Owner agrees to enter into this Agreement; and

WHEREAS, this Agreement is entered into pursuant to Sections 43.035 and 212.172 of the Texas Local Government Code, in order to address the desires of the Owner and the procedures of the City; and

WHEREAS, the Owner and the City acknowledge that this Agreement is binding upon the City and the Owner and their respective successors, heirs, and assigns for the term (defined below) of this Agreement; and

WHEREAS, this Development Agreement is to be recorded in the Real Property Records of Williamson County.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties hereto agree as follows:

Section 1. The City guarantees the continuation of the extraterritorial status of the Owner's Property, its immunity from annexation by the City, and its immunity from City property taxes, for the term of this Agreement, subject to the provisions of this Agreement. Except as provided in this Agreement, the City agrees not to annex the Property, agrees not to involuntarily institute proceedings to annex the Property, and

further agrees not to include the Property in a statutory annexation plan for the Term of the Agreement. However, if the Property is annexed pursuant to the terms of this Agreement, then the City shall provide services to the Property pursuant to Chapter 43 of the Texas Local Government Code.

Section 2. The Owner covenants and agrees not to use the Property for any use other than for agriculture, wildlife management, and/or timber land consistent with Chapter 23 of the Texas Tax Code, except for the existing single-family residential use of the property, without the prior written consent of the City.

The Owner covenants and agrees that the Owner will not file any type of subdivision plat or related development document for the Property with Williamson County or the City until the Property has been annexed into, and zoned by, the City.

The Owner covenants and agrees not to construct, or allow to be constructed, any buildings on the Property that would require a building permit if the Property were in the city limits, until the Property has been annexed into, and zoned by, the City. The Owner also covenants and agrees that the City's RA - Rural Agricultural zoning requirements apply to the Property, except when inconsistent with this Agreement in which case this Agreement shall apply, and that the Property shall be used only for RA - Rural Agricultural zoning uses that exist on that Property at the time of the execution of this Agreement, unless otherwise provided in this Agreement. However, the Owner may construct an accessory structure to an existing single family dwelling which is reasonable and necessary for the agricultural, wildlife management, and/or timber land purpose, after notification to and approval by the City of such action and in compliance with all applicable City ordinances and codes.

The Owner acknowledges that each and every owner of the Property must sign this Agreement in order for the Agreement to take full effect, and the Owner who signs this Agreement covenants and agrees, jointly and severably, to indemnify, hold harmless, and defend the City against any and all legal claims, by and person claiming an ownership interest in the Property who has not signed the Agreement, arising in any way from the City's reliance on this Agreement.

Section 3. The Owner acknowledges that if any part or related development document is filed in violation of this Agreement, or if the Owner commences development of the Property in violation

of this Agreement, then in addition to the City's other remedies, such act will constitute a petition for voluntary annexation by the Owner, and the Property will be subject to the annexation at the discretion of the City Council. The Owner agrees that such annexation shall be voluntary and the Owner hereby consents to such annexation as though a petition for such annexation had been tendered by the Owner.

If annexation proceedings begin pursuant to this Section, the Owner acknowledges that this Agreement serves as an exception to Local Government Code Section 43.052, requiring a municipality to use certain statutory procedures under an annexation plan. Furthermore, the Owner hereby waives any and all vested rights and claims that they may have under Section 43.002(a)(2) and Chapter 245 of the Texas Local Government Code that would otherwise exist by virtue of any actions Owner has taken in violation of Section 2 herein.

Section 4. Pursuant to Sections 43.035(b)(1)(B) of the Texas Local Government Code, the City is authorized to enforce all of the City's regulations and planning authority that do not materially interfere with the use of the Property for agriculture, wildlife management, or timber, in the same manner the regulations are enforced within the City's boundaries. The City states and specifically reserves its authority pursuant to Chapter 251 of the Texas Local Government Code to exercise eminent domain over property that is subject to a Chapter 43 and/or Chapter 212 development agreement.

Section 5. The term of the Agreement (the "Term") is fifteen (15) years from the date that the City Manager's signature to this Agreement is acknowledged by a public notary.

The Owner, and all of the Owner's heirs, successors and assigns shall be deemed to have filed a petition for voluntary annexation before the end of the Term, for annexation of the Property to be completed on or after the end of the Term. Prior to the end of the Term, the City may commence the voluntary annexation of the Property. In connection with annexation pursuant to this section, the Owners hereby waive any vested rights they may have under Section 43.002(a)(2) and Chapter 245 of the Texas Local Government Code that would otherwise exist by virtue of any plat or construction any of the owners may initiate during the time between the expiration of the Agreement and the institution of annexation proceedings by the City.

Section 6. Property annexed pursuant to this Agreement will initially be zoned R1-Single Residential pursuant to the City's Code of Ordinances, pending determination of the property's permanent zoning in accordance with the provisions of applicable law and the City's Code of Ordinances.

Section 7. Any person who sells or conveys any portion of the Property shall, prior to such sale or conveyance, give written notice of this Agreement to the prospective purchaser or grantee, and shall give written notice of the sale or conveyance to the City. Furthermore, the Owner and the Owner's heirs, successor, and assigns shall give the City written notice within 14 days of any change in the agricultural exemption status of the Property. A copy of either notice required by this section shall be forwarded to the City at the following address.

City of Taylor
Attn: City Manager
400 Porter Street
Taylor, Texas 76574

Section 8. This Agreement shall run with the Property and be recorded in the real property records of Williamson County, Texas.

Section 9. If a court of competent jurisdiction determines that any covenant of this Agreement is void or unenforceable, including the covenants regarding involuntary annexation, then the remainder of this Agreement shall remain in full force and effect.

Section 10. This Agreement may be enforced by any Owner or the City by and proceeding at law or in equity. Failure to do so shall not be deemed a waiver to enforce the provisions of this Agreement thereafter.

Section 11. No subsequent change in the law regarding annexation shall affect the enforceability of this Agreement or the City's ability to annex the properties covered herein pursuant to the terms of this Agreement.

Section 12. Venue for this Agreement shall be in Williamson, County, Texas.

Section 13. This Agreement may be separately executed in individual counterparts and, upon execution, shall constitute one and the same instrument.

Section 14. This Agreement shall survive its termination to the extent necessary for the implementation of the provisions of Section 3, 4, and 5 herein.

Please attach a copy of your deed in order for this agreement to be in effect.

Entered into this 6th day of October, 2010.

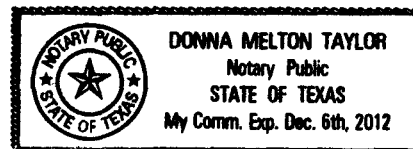
x Edgar Olson
Owner Signature
Printed Name: Edgar Olson

x Larry Olson
Owner Signature
Printed Name: Larry Olson

Owner Signature
Printed Name: _____

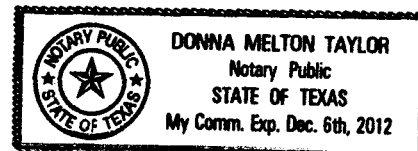
THE STATE OF TEXAS }
COUNTY OF WILLIAMSON }

This instrument was acknowledged before me on the day of
Oct 6, 2010, by Edgar D Olson, Owner.
Donna Melton Taylor
Notary Public, State of Texas



THE STATE OF TEXAS }
COUNTY OF WILLIAMSON }

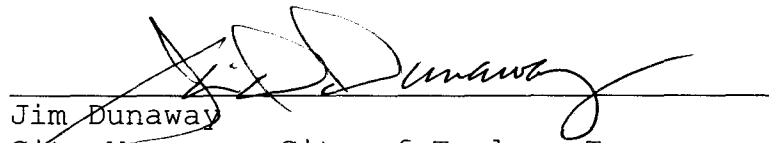
This instrument was acknowledged before me on the day of
Oct 6, 2010, by Larry A Olson, Owner.
Donna Melton Taylor
Notary Public, State of Texas



THE STATE OF TEXAS }
COUNTY OF WILLIAMSON }

This instrument was acknowledged before me on the day of
_____, 2010, by _____, Owner.

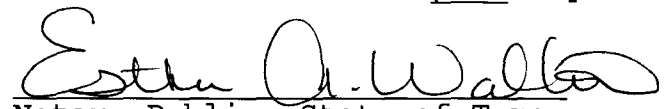
Notary Public, State of Texas

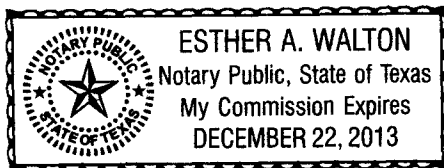

Jim Dunaway
City Manager, City of Taylor, Texas

THE STATE OF TEXAS
COUNTY OF WILLIAMSON

BEFORE ME, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared Jim Dunaway, City Manager, known to me to be the person and officer whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed same for and as the act and deed of the City of Taylor, Texas, and for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the 19th day of November, 2010.


Notary Public, State of Texas





Special Warranty Deed

Date: February 16, 2009

Grantor: Larry A. Olson, Independent Executor of the Estate of Edna L. Billings,
deceased

Grantor's Mailing Address:

Larry A. Olson, Independent Executor of the Estate of Edna L. Billings
1111 West 12, Suite 120
Austin, Texas 78703

Grantee: Larry A. Olson

Grantee's Mailing Address:

1111 West 12, Suite 120
Austin, Texas 78703

Consideration:

Cash and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged.

Property (including any improvements):

See Attached Exhibit A.

Reservations from Conveyance:

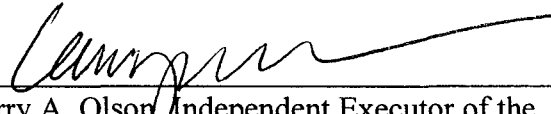
None

Exceptions to Conveyance and Warranty:

None

Grantor, for the Consideration and subject to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty, grants, sell, 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 heirs, successors, and assigns forever. Grantor binds Grantor and Grantor's heirs and successors to warrant and forever defend all and singular the Property to Grantee and Grantee's heirs, 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.

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



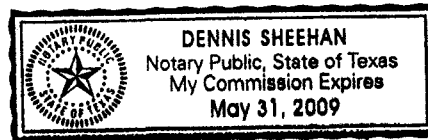
Larry A. Olson, Independent Executor of the
Estate of Edna L. Billings

STATE OF TEXAS)
)
COUNTY OF TRAVIS)

This instrument was acknowledged before me on 16 Feb, 2009,
by Larry A. Olson, Independent Executor of the Estate of Edna L. Billings, deceased.



Notary Public, State of Texas
My commission expires:



AFTER RECORDING RETURN TO:

Larry A. Olson
1111 West 12, Suite 120
Austin, Texas 78703

Exhibit "A"

An undivided one-half interest, in and to all of that certain tract or parcel of land remaining after the conveyances of those certain 2 tracts (described as FIRST TRACT and SECOND TRACT) described in the Deed from Edgar D. Olson to Edna L. Olson dated May 19, 1980 and recorded in Vol. 796, Page 723 of the Deed Records of Williamson County, Texas, which land is described, before being diminished by the aforementioned conveyances, as lying and being situated in Williamson County, Texas, being a part of the John Thomas Original Survey, Patent No. 636, Vol. 18, Abstract No. 610 and being described by metes and bounds as follows, to wit:

BEGINNING at the N. W. corner of a tract of 500 acres of land off of the East side of said John Thomas Survey, owned by Mary Burns Mendel, for the N.E. corner hereof;

THENCE S 19 deg. 45 min. E, with the West line of said 500 acre tract, 1090.66 varas to the S.E. corner hereof;

THENCE S 71 deg. W, 930.42 varas to the S.W. corner hereof, on the East line of another attract owned by said Mary Burns Mendel;

THENCE N 19 deg. W., 1090.66 varas to the N.W. corner hereof, a concrete Block for corner, same being the N.E. corner of said last mentioned Mary Burns tract;

THENCE N 71 deg. E., 916.56 varas to the place of beginning and containing 178.4 acres of land, exclusive of the Public Road on the north, and being the identical tract of land heretofore conveyed to Anton Olson by John Hancock Mutual Life Insurance Co. by deed dated Aug. 7th, 1940 and duly recorded in the Deed Records of Williamson County, Texas, to which said deed and records, reference is here made for all pertinent purposes.

FILED AND RECORDED
OFFICIAL PUBLIC RECORDS 2009015375

Nancy E. Rister

03/09/2009 02:51 PM

SURRATT \$24.00

NANCY E. RISTER, COUNTY CLERK
WILLIAMSON COUNTY, TEXAS

⑤ TAYLOR & ASSOCIATES
745 E MULBERRY STE 600
SAN ANTONIO, TX 78212

THE STATE OF TEXAS

COUNTY OF WILLIAMSON

§
§
§

KNOW ALL MEN BY THESE PRESENTS:

1999

That I, ANTON OLSON, a widower, the surviving husband of Anna L. Olson, Deceased, of Williamson County, Texas, for and in consideration of the sum of \$10.00 to me this day cash in hand paid by EDGAR D. OLSON and EDNA L. HARRIS, the receipt whereof is hereby acknowledged and confessed, and for the further consideration of the love and affection I have for my son and daughter, Edgar D. Olson and Edna L. Harris,

HAVE GRANTED, SOLD and CONVEYED and by these presents do GRANT, SELL and CONVEY unto the said EDGAR D. OLSON and EDNA L. HARRIS, of Bexar County, Texas, to each an undivided one-half interest, in and to all that certain tract or parcel of land, lying and being situated in Williamson County, Texas, being a part of the JOHN THOMAS ORIGINAL SURVEY, Patent No. 636, Vol. 18, Abstract No. 610 and being described by metes and bounds as follows, to-wit:

BEGINNING at the N. W. corner of a tract of 500 acres of land off of the East side of said John Thomas Survey, owned by Mary Burns Mendel, for the N. E. corner hereof;

THENCE S 19 deg. 45 min. E, with the West line of said 500 acre tract, 1090.66 varas to the S. E. corner hereof;

THENCE S 71 deg. W, 930.42 varas to the S. W. corner hereof, on the East line of another tract owned by said Mary Burns Mendel;

THENCE N 19 deg. W., 1090.66 varas to the N. W. corner hereof, a concrete Block for corner, same being the N. E. corner of said last mentioned Mary Burns tract;

THENCE N 71 deg E, 916.56 varas to the place of beginning and containing 178.4 acres of land, exclusive of the Public Road on the north, and being the identical tract of land heretofore conveyed to Anton Olson by John Hancock Mutual Life Insurance Co. by deed dated Aug. 7th, 1940 and duly recorded in the Deed Records of Williamson County, Texas, to which said deed and records, reference is here made for all pertinent purposes.

TO HAVE AND TO HOLD the above described premises together with all and singular the rights and appurtenances thereto in anywise belonging unto

the said EDGAR D. OLSON and EDNA L. HARRIS, their heirs and assigns forever; and I do hereby bind myself, my heirs, executors and administrators to
WARRANT AND FOREVER DEFEND all and singular the said premises unto
the said EDGAR D. OLSON and EDNA L. HARRIS, their heirs and assigns,
against every person whomsoever lawfully claiming, or to claim the same or
any part thereof.

This conveyance is made subject to the agricultural lease agreement
on said premises for the year of 1968 and all rents and other revenues derived
from the premises herein conveyed for the year of 1968 and subsequent years
shall belong to the Grantees herein.

WITNESS MY HAND at Taylor, Texas, on this the 16th day of DE-
CEMBER, A. D., 1967.

Anton Olson
Anton Olson

THE STATE OF TEXAS §
 §
COUNTY OF WILLIAMSON §

BEFORE ME, the undersigned authority, on this day personally
appeared ANTON OLSON, a widower, known to me to be the person whose
name is subscribed to the foregoing instrument, and acknowledged to me
that he executed the same for the purposes and consideration therein ex-
pressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the
16th day of DECEMBER, A. D., 1967.

Notary Public
NOTARY PUBLIC IN AND FOR
WILLIAMSON COUNTY, TEXAS

Filed for Record on the 18 day of
Duly Recorded this the 18 day of

Dec
Dec

A. D. 1967, at 8:00 o'clock A. M.
A. D. 1967, at 7:35 o'clock P. M.

DICK CERVENKA, County Clerk
Williamson County, Texas

By Clairie Binnell

Deputy

CHAPTER 43 TEXAS LOCAL GOVERNMENT CODE
DEVELOPMENT AGREEMENT

This Agreement is entered into pursuant to Sections 43.035 and 212.172 of the Texas Local Government Code by and between the City of Taylor, Texas, (the "City") and the undersigned property owner(s) (the "Owner"). The term "Owner" includes all owners of the Property.

WHEREAS, the Owner owns a parcel of real property (the "Property") in Williamson, County, Texas, which is more particularly and separately described in the attached Exhibit "A"; and

WHEREAS, the City has begun the process to institute annexation proceedings on all or portions of Owner's Property and will hold public hearings on October 21st and November 4th, 2010;

WHEREAS, the Owner desires to have the Property remain in the City's extraterritorial jurisdiction, in consideration for which the Owner agrees to enter into this Agreement; and

WHEREAS, this Agreement is entered into pursuant to Sections 43.035 and 212.172 of the Texas Local Government Code, in order to address the desires of the Owner and the procedures of the City; and

WHEREAS, the Owner and the City acknowledge that this Agreement is binding upon the City and the Owner and their respective successors, heirs, and assigns for the term (defined below) of this Agreement; and

WHEREAS, this Development Agreement is to be recorded in the Real Property Records of Williamson County.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties hereto agree as follows:

Section 1. The City guarantees the continuation of the extraterritorial status of the Owner's Property, its immunity from annexation by the City, and its immunity from City property taxes, for the term of this Agreement, subject to the provisions of this Agreement. Except as provided in this Agreement, the City agrees not to annex the Property, agrees not to involuntarily institute proceedings to annex the Property, and

further agrees not to include the Property in a statutory annexation plan for the Term of the Agreement. However, if the Property is annexed pursuant to the terms of this Agreement, then the City shall provide services to the Property pursuant to Chapter 43 of the Texas Local Government Code.

Section 2. The Owner covenants and agrees not to use the Property for any use other than for agriculture, wildlife management, and/or timber land consistent with Chapter 23 of the Texas Tax Code, except for the existing single-family residential use of the property, without the prior written consent of the City.

The Owner covenants and agrees that the Owner will not file any type of subdivision plat or related development document for the Property with Williamson County or the City until the Property has been annexed into, and zoned by, the City.

The Owner covenants and agrees not to construct, or allow to be constructed, any buildings on the Property that would require a building permit if the Property were in the city limits, until the Property has been annexed into, and zoned by, the City. The Owner also covenants and agrees that the City's RA - Rural Agricultural zoning requirements apply to the Property, except when inconsistent with this Agreement in which case this Agreement shall apply, and that the Property shall be used only for RA - Rural Agricultural zoning uses that exist on that Property at the time of the execution of this Agreement, unless otherwise provided in this Agreement. However, the Owner may construct an accessory structure to an existing single family dwelling which is reasonable and necessary for the agricultural, wildlife management, and/or timber land purpose, after notification to and approval by the City of such action and in compliance with all applicable City ordinances and codes.

The Owner acknowledges that each and every owner of the Property must sign this Agreement in order for the Agreement to take full effect, and the Owner who signs this Agreement covenants and agrees, jointly and severably, to indemnify, hold harmless, and defend the City against any and all legal claims, by and person claiming an ownership interest in the Property who has not signed the Agreement, arising in any way from the City's reliance on this Agreement.

Section 3. The Owner acknowledges that if any part or related development document is filed in violation of this Agreement, or if the Owner commences development of the Property in violation

of this Agreement, then in addition to the City's other remedies, such act will constitute a petition for voluntary annexation by the Owner, and the Property will be subject to the annexation at the discretion of the City Council. The Owner agrees that such annexation shall be voluntary and the Owner hereby consents to such annexation as though a petition for such annexation had been tendered by the Owner.

If annexation proceedings begin pursuant to this Section, the Owner acknowledges that this Agreement serves as an exception to Local Government Code Section 43.052, requiring a municipality to use certain statutory procedures under an annexation plan. Furthermore, the Owner hereby waives any and all vested rights and claims that they may have under Section 43.002(a)(2) and Chapter 245 of the Texas Local Government Code that would otherwise exist by virtue of any actions Owner has taken in violation of Section 2 herein.

Section 4. Pursuant to Sections 43.035(b)(1)(B) of the Texas Local Government Code, the City is authorized to enforce all of the City's regulations and planning authority that do not materially interfere with the use of the Property for agriculture, wildlife management, or timber, in the same manner the regulations are enforced within the City's boundaries. The City states and specifically reserves its authority pursuant to Chapter 251 of the Texas Local Government Code to exercise eminent domain over property that is subject to a Chapter 43 and/or Chapter 212 development agreement.

Section 5. The term of the Agreement (the "Term") is fifteen (15) years from the date that the City Manager's signature to this Agreement is acknowledged by a public notary.

The Owner, and all of the Owner's heirs, successors and assigns shall be deemed to have filed a petition for voluntary annexation before the end of the Term, for annexation of the Property to be completed on or after the end of the Term. Prior to the end of the Term, the City may commence the voluntary annexation of the Property. In connection with annexation pursuant to this section, the Owners hereby waive any vested rights they may have under Section 43.002(a)(2) and Chapter 245 of the Texas Local Government Code that would otherwise exist by virtue of any plat or construction any of the owners may initiate during the time between the expiration of the Agreement and the institution of annexation proceedings by the City.

Section 6. Property annexed pursuant to this Agreement will initially be zoned R1-Single Residential pursuant to the City's Code of Ordinances, pending determination of the property's permanent zoning in accordance with the provisions of applicable law and the City's Code of Ordinances.

Section 7. Any person who sells or conveys any portion of the Property shall, prior to such sale or conveyance, give written notice of this Agreement to the prospective purchaser or grantee, and shall give written notice of the sale or conveyance to the City. Furthermore, the Owner and the Owner's heirs, successor, and assigns shall give the City written notice within 14 days of any change in the agricultural exemption status of the Property. A copy of either notice required by this section shall be forwarded to the City at the following address.

City of Taylor
Attn: City Manager
400 Porter Street
Taylor, Texas 76574

Section 8. This Agreement shall run with the Property and be recorded in the real property records of Williamson County, Texas.

Section 9. If a court of competent jurisdiction determines that any covenant of this Agreement is void or unenforceable, including the covenants regarding involuntary annexation, then the remainder of this Agreement shall remain in full force and effect.

Section 10. This Agreement may be enforced by any Owner or the City by and proceeding at law or in equity. Failure to do so shall not be deemed a waiver to enforce the provisions of this Agreement thereafter.

Section 11. No subsequent change in the law regarding annexation shall affect the enforceability of this Agreement or the City's ability to annex the properties covered herein pursuant to the terms of this Agreement.

Section 12. Venue for this Agreement shall be in Williamson, County, Texas.

Section 13. This Agreement may be separately executed in individual counterparts and, upon execution, shall constitute one and the same instrument.

Section 14. This Agreement shall survive its termination to the extent necessary for the implementation of the provisions of Section 3, 4, and 5 herein.

Please attach a copy of your deed in order for this agreement to be in effect.

Entered into this 1 day of Oct, 2010.

Owner Signature

Printed Name: J.W. Roznovak

Owner Signature

Printed Name: Linda Roznovak

Owner Signature

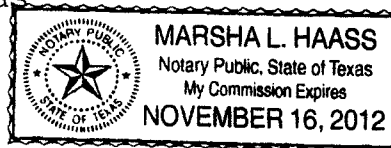
Printed Name: Linda Roznovak

THE STATE OF TEXAS }
COUNTY OF WILLIAMSON}

This instrument was acknowledged before me on the day of October 11, 2010, by J.W. Roznovak, Owner.

Marsha L. Haass
Notary Public, State of Texas

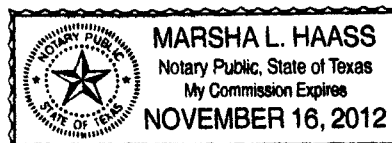
THE STATE OF TEXAS }
COUNTY OF WILLIAMSON}



This instrument was acknowledged before me on the day of October 11, 2010, by Linda Roznovak, Owner.

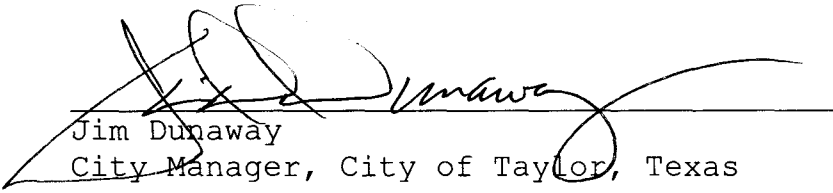
Marsha L. Haass
Notary Public, State of Texas

THE STATE OF TEXAS }
COUNTY OF WILLIAMSON}



This instrument was acknowledged before me on the day of _____, 2010, by _____, Owner.

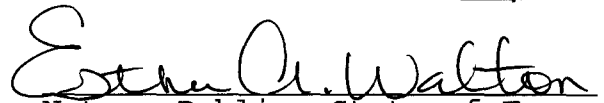
Notary Public, State of Texas

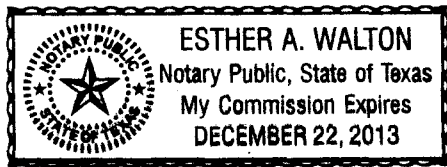

Jim Dunaway
City Manager, City of Taylor, Texas

THE STATE OF TEXAS
COUNTY OF WILLIAMSON

BEFORE ME, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared Jim Dunaway, City Manager, known to me to be the person and officer whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed same for and as the act and deed of the City of Taylor, Texas, and for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the 19th day of November, 2010.


Notary Public, State of Texas



CHAPTER 43 TEXAS LOCAL GOVERNMENT CODE
DEVELOPMENT AGREEMENT

This Agreement is entered into pursuant to Sections 43.035 and 212.172 of the Texas Local Government Code by and between the City of Taylor, Texas, (the "City") and the undersigned property owner(s) (the "Owner"). The term "Owner" includes all owners of the Property.

WHEREAS, the Owner owns a parcel of real property (the "Property") in Williamson, County, Texas, which is more particularly and separately described in the attached Exhibit "A"; and

WHEREAS, the City has begun the process to institute annexation proceedings on all or portions of Owner's Property and will hold public hearings on October 21st and November 4th, 2010;

WHEREAS, the Owner desires to have the Property remain in the City's extraterritorial jurisdiction, in consideration for which the Owner agrees to enter into this Agreement; and

WHEREAS, this Agreement is entered into pursuant to Sections 43.035 and 212.172 of the Texas Local Government Code, in order to address the desires of the Owner and the procedures of the City; and

WHEREAS, the Owner and the City acknowledge that this Agreement is binding upon the City and the Owner and their respective successors, heirs, and assigns for the term (defined below) of this Agreement; and

WHEREAS, this Development Agreement is to be recorded in the Real Property Records of Williamson County.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties hereto agree as follows:

Section 1. The City guarantees the continuation of the extraterritorial status of the Owner's Property, its immunity from annexation by the City, and its immunity from City property taxes, for the term of this Agreement, subject to the provisions of this Agreement. Except as provided in this Agreement, the City agrees not to annex the Property, agrees not to involuntarily institute proceedings to annex the Property, and

further agrees not to include the Property in a statutory annexation plan for the Term of the Agreement. However, if the Property is annexed pursuant to the terms of this Agreement, then the City shall provide services to the Property pursuant to Chapter 43 of the Texas Local Government Code.

Section 2. The Owner covenants and agrees not to use the Property for any use other than for agriculture, wildlife management, and/or timber land consistent with Chapter 23 of the Texas Tax Code, except for the existing single-family residential use of the property, without the prior written consent of the City.

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The Owner acknowledges that each and every owner of the Property must sign this Agreement in order for the Agreement to take full effect, and the Owner who signs this Agreement covenants and agrees, jointly and severably, to indemnify, hold harmless, and defend the City against any and all legal claims, by and person claiming an ownership interest in the Property who has not signed the Agreement, arising in any way from the City's reliance on this Agreement.

Section 3. The Owner acknowledges that if any part or related development document is filed in violation of this Agreement, or if the Owner commences development of the Property in violation

of this Agreement, then in addition to the City's other remedies, such act will constitute a petition for voluntary annexation by the Owner, and the Property will be subject to the annexation at the discretion of the City Council. The Owner agrees that such annexation shall be voluntary and the Owner hereby consents to such annexation as though a petition for such annexation had been tendered by the Owner.

If annexation proceedings begin pursuant to this Section, the Owner acknowledges that this Agreement serves as an exception to Local Government Code Section 43.052, requiring a municipality to use certain statutory procedures under an annexation plan. Furthermore, the Owner hereby waives any and all vested rights and claims that they may have under Section 43.002(a)(2) and Chapter 245 of the Texas Local Government Code that would otherwise exist by virtue of any actions Owner has taken in violation of Section 2 herein.

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City of Taylor
Attn: City Manager
400 Porter Street
Taylor, Texas 76574

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Section 12. Venue for this Agreement shall be in Williamson, County, Texas.

Section 13. This Agreement may be separately executed in individual counterparts and, upon execution, shall constitute one and the same instrument.

Section 14. This Agreement shall survive its termination to the extent necessary for the implementation of the provisions of Section 3, 4, and 5 herein.

Please attach a copy of your deed in order for this agreement to be in effect.

Entered into this 11 day of October, 2010.

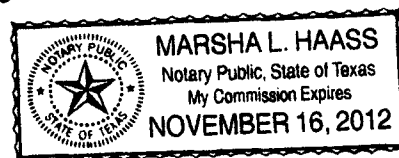
Nadine Johnson
Owner Signature
Printed Name: Nadine Johnson

J.W. Roznovak
Owner Signature
Printed Name: J.W. ROZNOVAK

Owner Signature
Printed Name: _____

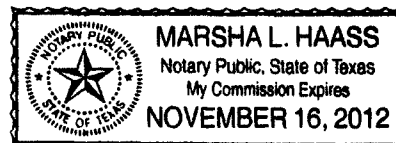
THE STATE OF TEXAS }
COUNTY OF WILLIAMSON }

This instrument was acknowledged before me on the day of
October 11, 2010, by Nadine Johnson, Owner.
Marsha L. Haass
Notary Public, State of Texas



THE STATE OF TEXAS }
COUNTY OF WILLIAMSON }

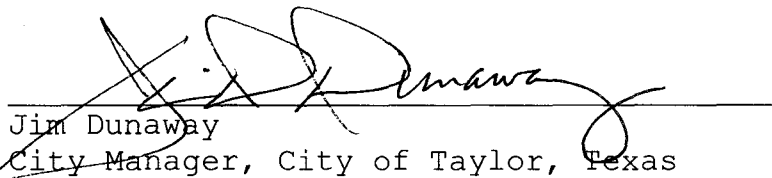
This instrument was acknowledged before me on the day of
October 11, 2010, by J.W. Roznovak, Owner.
Marsha L. Haass
Notary Public, State of Texas



THE STATE OF TEXAS }
COUNTY OF WILLIAMSON }

This instrument was acknowledged before me on the day of
_____, 2010, by _____, Owner.

Notary Public, State of Texas

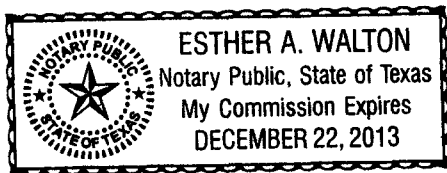

Jim Dunaway
City Manager, City of Taylor, Texas

THE STATE OF TEXAS
COUNTY OF WILLIAMSON

BEFORE ME, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared Jim Dunaway, City Manager, known to me to be the person and officer whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed same for and as the act and deed of the City of Taylor, Texas, and for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the 19th day of November, 2010.


Notary Public, State of Texas



42083

A.J. LEHMAN, ET AL

WARRANTY DEED
WITH VENDOR'S LIEN

JERRY W. ROZNOVAK

STATE OF TEXAS,

§

§ KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF WILLIAMSON.

§

That, A.J. LEHMAN, TILLIE PREUSSE, ERNEST PREUSSE, RONALD RAY PREUSSE AND BARBARA ANN PARSLEY, not being joined herein by their spouses for the reason that the property herein conveyed constitutes no part of the property claimed by any of them as exempt under the laws and constitution of the State of Texas, hereinafter called Grantors, for and in consideration of the sum of TEN (10.00) DOLLARS, and other good and valuable consideration cash to them paid by the Grantee hereinafter named, the receipt of which is hereby acknowledged and confessed, and for the payment of which no right or lien, expressed or implied, is retained; and further consideration of the sum of ONE HUNDRED THIRTEEN THOUSAND THREE HUNDRED FIFTY AND NO/100 DOLLARS (\$113,350.00), as evidenced by one certain promissory purchase money note of even date herewith, executed by the Grantee herein, payable to the order of Grantors, bearing interest as therein provided, containing the usual clauses providing for acceleration of maturity and for attorney's fees in the event of default, and additionally secured by a Deed of Trust lien, with power of sale, of even date herewith, to Ted W. Hejl, Trustee;

Have GRANTED, SOLD AND CONVEYED, and by these presents do GRANT, SELL AND CONVEY unto JERRY W. ROZNOVAK, Box 82, Hutto, Williamson County, Texas 78634, hereinafter called Grantee, all of the following described real property, to-wit:

Being 90.68 acres of land, lying and being situated in the County of Williamson and State of Texas, a part of the Silas Palmer Survey, being also part of 124.02 acres of land that was conveyed to William Preusse by Frank Pulkrabek by Deed dated January 1, 1923, and recorded in Volume 209, Page 88, of the Deed Records of Williamson County, Texas, and being more particularly described by metes and bounds in Exhibit "A" attached hereto and made a part hereof for all purposes.

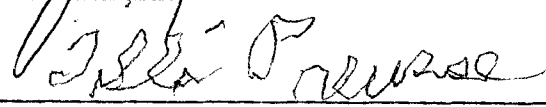
TO HAVE AND TO HOLD the above described premises, together with all and singular the rights and appurtenances thereto in anywise belonging unto the said JERRY W. ROZNOVAK, his heirs, successors and assigns, forever, and A.J. LEHMAN, TILLIE PREUSSE, ERNEST PREUSSE, RONALD RAY PREUSSE AND BARBARA ANN PARSLEY do hereby bind themselves, their heirs, executors and administrators, to WARRANT AND FOREVER DEFEND all and singular the said premises unto the said JERRY W. ROZNOVAK, his heirs, successors and assigns, against every person whomsoever lawfully claiming or to claim the same, or any part thereof, subject, however, to all valid restrictions, reservations and easements which are of record and applicable to the property hereby conveyed.

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

The Grantors herein are to pay all taxes on the above described property for the years up to and including the year 1986 and the Grantee herein is to assume the payment of the taxes for the year 1987, the same having been prorated as of the date of delivery of this Deed.

EXECUTED this 23rd day of September, 1987.


A.J. LEHMAN


TILLIE PREUSSE

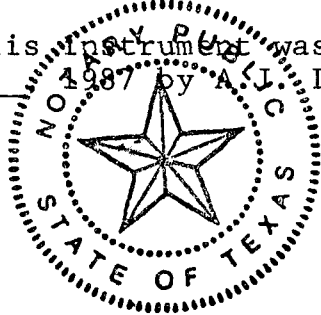

ERNEST PREUSSE

Ronald Ray Preusse
RONALD RAY PREUSSE

Barbara Ann Parsley
BARBARA ANN PARSLEY

STATE OF TEXAS,
COUNTY OF WILLIAMSON.

This instrument was acknowledged before me on September
24th, 1987 by A.J. Lehman.



Jamie Stone
Notary Public, State of Texas
Printed Name of Notary:
Jamie Stone
Commission Expires: 7-31-90

STATE OF TEXAS,
COUNTY OF WILLIAMSON.

This instrument was acknowledged before me on September
26th, 1987 by Tillie Preusse.

Hazel Preusse
Notary Public, State of Texas
Printed Name of Notary:
Hazel Preusse
Commission Expires: 5-6-89

STATE OF TEXAS,
COUNTY OF WILLIAMSON.

This instrument was acknowledged before me on September
26th, 1987 by Ernest Preusse.

Hazel Preusse
Notary Public, State of Texas
Printed Name of Notary:
Hazel Preusse
Commission Expires: 5-6-89

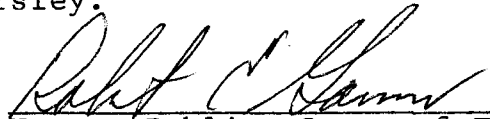
STATE OF TEXAS,
COUNTY OF WILLIAMSON.

This instrument was acknowledged before me on ~~September~~ October
3rd, 1987 by Ronald Ray Preusse.

Hazel Preusse
Notary Public, State of Texas
Printed Name of Notary:
Hazel Preusse
Commission Expires: 5-6-89

STATE OF TEXAS,
COUNTY OF WILLIAMSON.

This instrument was acknowledged before me on ~~September~~ ^{OCTOBER}
12, 1987 by Barbara Ann Parsley.

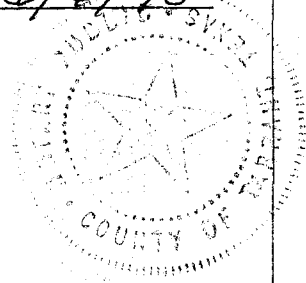


Notary Public, State of Texas

Printed Name of Notary:

ROBERT E. GARNER

Commission Expires: 6/6/90



All that certain tract or parcel of land, lying and being situated in the County of Williamson and State of Texas, a part of the Silas Palmer Survey, being also part of 124.02 acres of land that was conveyed to William Preusse by Frank Pulbrabek by Deed dated January 1, 1923, and recorded in Volume 209, Page 88, of the Deed Records of Williamson County, Texas, and being described by metes and bounds as follows, to-wit:

BEGINNING at the Southwest corner of said tract of 124.02 acres of land for the Southwest corner hereof;

THENCE North 18 deg. 54' West 3107.6 feet with the West line of said 124.02 acre tract, a concrete monument for the Northwest corner hereof, same being also the Southwest corner of 33.34 acres conveyed to Herman Preusse;

THENCE North 70 deg. 45' East 1268 feet with the South line of said Herman Preusse 33.34 acre tract, a Bois D'Arc post for the Northeast corner hereof; and the Southeast corner of the Herman Preusse tract in the East line of the 124.02 acre tract, and the West line of the Frame-Switch-Jonah road;

THENCE South 19 deg. East with the East line of said 124.02 acre tract, 3098.2 feet;

THENCE South 60 deg. 30' West 347.2 feet;

THENCE North 19 deg. West 12 feet;

THENCE South 71 deg. West with the South line of said 124.02 acre tract 925.4 feet to the PLACE OF BEGINNING, and containing 90.68 acres of land.

RECORDERS MEMORANDUM

All or parts of the text on this page was not clearly legible for satisfactory recordation.

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

NOV 5 1987



Jama S. Boydston
COUNTY CLERK
WILLIAMSON COUNTY, TEXAS

COUNTY CLERK

1987 NOV -4 AM 11:54

FILED FOR RECORD
WILLIAMSON COUNTY, TX

LONGHORN TITLE CO. INC.
CHARGE & RETURN

CHAPTER 43 TEXAS LOCAL GOVERNMENT CODE
DEVELOPMENT AGREEMENT

This Agreement is entered into pursuant to Sections 43.035 and 212.172 of the Texas Local Government Code by and between the City of Taylor, Texas, (the "City") and the undersigned property owner(s) (the "Owner"). The term "Owner" includes all owners of the Property.

WHEREAS, the Owner owns a parcel of real property (the "Property") in Williamson, County, Texas, which is more particularly and separately described in the attached Exhibit "A"; and

WHEREAS, the City has begun the process to institute annexation proceedings on all or portions of Owner's Property and will hold public hearings on October 21st and November 4th, 2010;

WHEREAS, the Owner desires to have the Property remain in the City's extraterritorial jurisdiction, in consideration for which the Owner agrees to enter into this Agreement; and

WHEREAS, this Agreement is entered into pursuant to Sections 43.035 and 212.172 of the Texas Local Government Code, in order to address the desires of the Owner and the procedures of the City; and

WHEREAS, the Owner and the City acknowledge that this Agreement is binding upon the City and the Owner and their respective successors, heirs, and assigns for the term (defined below) of this Agreement; and

WHEREAS, this Development Agreement is to be recorded in the Real Property Records of Williamson County.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties hereto agree as follows:

Section 1. The City guarantees the continuation of the extraterritorial status of the Owner's Property, its immunity from annexation by the City, and its immunity from City property taxes, for the term of this Agreement, subject to the provisions of this Agreement. Except as provided in this Agreement, the City agrees not to annex the Property, agrees not to involuntarily institute proceedings to annex the Property, and

further agrees not to include the Property in a statutory annexation plan for the Term of the Agreement. However, if the Property is annexed pursuant to the terms of this Agreement, then the City shall provide services to the Property pursuant to Chapter 43 of the Texas Local Government Code.

Section 2. The Owner covenants and agrees not to use the Property for any use other than for agriculture, wildlife management, and/or timber land consistent with Chapter 23 of the Texas Tax Code, except for the existing single-family residential use of the property, without the prior written consent of the City.

The Owner covenants and agrees that the Owner will not file any type of subdivision plat or related development document for the Property with Williamson County or the City until the Property has been annexed into, and zoned by, the City.

The Owner covenants and agrees not to construct, or allow to be constructed, any buildings on the Property that would require a building permit if the Property were in the city limits, until the Property has been annexed into, and zoned by, the City. The Owner also covenants and agrees that the City's RA - Rural Agricultural zoning requirements apply to the Property, except when inconsistent with this Agreement in which case this Agreement shall apply, and that the Property shall be used only for RA - Rural Agricultural zoning uses that exist on that Property at the time of the execution of this Agreement, unless otherwise provided in this Agreement. However, the Owner may construct an accessory structure to an existing single family dwelling which is reasonable and necessary for the agricultural, wildlife management, and/or timber land purpose, after notification to and approval by the City of such action and in compliance with all applicable City ordinances and codes.

The Owner acknowledges that each and every owner of the Property must sign this Agreement in order for the Agreement to take full effect, and the Owner who signs this Agreement covenants and agrees, jointly and severably, to indemnify, hold harmless, and defend the City against any and all legal claims, by and person claiming an ownership interest in the Property who has not signed the Agreement, arising in any way from the City's reliance on this Agreement.

Section 3. The Owner acknowledges that if any part or related development document is filed in violation of this Agreement, or if the Owner commences development of the Property in violation

of this Agreement, then in addition to the City's other remedies, such act will constitute a petition for voluntary annexation by the Owner, and the Property will be subject to the annexation at the discretion of the City Council. The Owner agrees that such annexation shall be voluntary and the Owner hereby consents to such annexation as though a petition for such annexation had been tendered by the Owner.

If annexation proceedings begin pursuant to this Section, the Owner acknowledges that this Agreement serves as an exception to Local Government Code Section 43.052, requiring a municipality to use certain statutory procedures under an annexation plan. Furthermore, the Owner hereby waives any and all vested rights and claims that they may have under Section 43.002(a)(2) and Chapter 245 of the Texas Local Government Code that would otherwise exist by virtue of any actions Owner has taken in violation of Section 2 herein.

Section 4. Pursuant to Sections 43.035(b)(1)(B) of the Texas Local Government Code, the City is authorized to enforce all of the City's regulations and planning authority that do not materially interfere with the use of the Property for agriculture, wildlife management, or timber, in the same manner the regulations are enforced within the City's boundaries. The City states and specifically reserves its authority pursuant to Chapter 251 of the Texas Local Government Code to exercise eminent domain over property that is subject to a Chapter 43 and/or Chapter 212 development agreement.

Section 5. The term of the Agreement (the "Term") is fifteen (15) years from the date that the City Manager's signature to this Agreement is acknowledged by a public notary.

The Owner, and all of the Owner's heirs, successors and assigns shall be deemed to have filed a petition for voluntary annexation before the end of the Term, for annexation of the Property to be completed on or after the end of the Term. Prior to the end of the Term, the City may commence the voluntary annexation of the Property. In connection with annexation pursuant to this section, the Owners hereby waive any vested rights they may have under Section 43.002(a)(2) and Chapter 245 of the Texas Local Government Code that would otherwise exist by virtue of any plat or construction any of the owners may initiate during the time between the expiration of the Agreement and the institution of annexation proceedings by the City.

Section 6. Property annexed pursuant to this Agreement will initially be zoned R1-Single Residential pursuant to the City's Code of Ordinances, pending determination of the property's permanent zoning in accordance with the provisions of applicable law and the City's Code of Ordinances.

Section 7. Any person who sells or conveys any portion of the Property shall, prior to such sale or conveyance, give written notice of this Agreement to the prospective purchaser or grantee, and shall give written notice of the sale or conveyance to the City. Furthermore, the Owner and the Owner's heirs, successor, and assigns shall give the City written notice within 14 days of any change in the agricultural exemption status of the Property. A copy of either notice required by this section shall be forwarded to the City at the following address.

City of Taylor
Attn: City Manager
400 Porter Street
Taylor, Texas 76574

Section 8. This Agreement shall run with the Property and be recorded in the real property records of Williamson County, Texas.

Section 9. If a court of competent jurisdiction determines that any covenant of this Agreement is void or unenforceable, including the covenants regarding involuntary annexation, then the remainder of this Agreement shall remain in full force and effect.

Section 10. This Agreement may be enforced by any Owner or the City by and proceeding at law or in equity. Failure to do so shall not be deemed a waiver to enforce the provisions of this Agreement thereafter.

Section 11. No subsequent change in the law regarding annexation shall affect the enforceability of this Agreement or the City's ability to annex the properties covered herein pursuant to the terms of this Agreement.

Section 12. Venue for this Agreement shall be in Williamson, County, Texas.

Section 13. This Agreement may be separately executed in individual counterparts and, upon execution, shall constitute one and the same instrument.

Section 14. This Agreement shall survive its termination to the extent necessary for the implementation of the provisions of Section 3, 4, and 5 herein.

Please attach a copy of your deed in order for this agreement to be in effect.

Entered into this 8 day of October, 2010.

Gary Beran
Owner Signature

Printed Name: Gary Beran

Bertha M Beran
Owner Signature

Printed Name: Bertha M. Beran

Owner Signature

Printed Name: _____

THE STATE OF TEXAS }
COUNTY OF WILLIAMSON }

This instrument was acknowledged before me on the day of 8th October, 2010, by Gary Beran, Owner.

Laurie A Kunze
Notary Public, State of Texas

THE STATE OF TEXAS }
COUNTY OF WILLIAMSON }

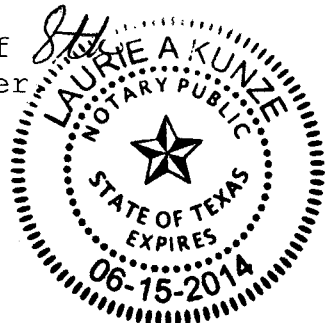
This instrument was acknowledged before me on the day of 8th October, 2010, by Bertha M. Beran, Owner.

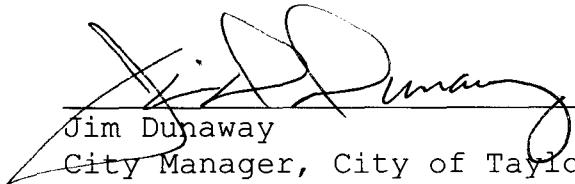
Laurie A Kunze
Notary Public, State of Texas

THE STATE OF TEXAS }
COUNTY OF WILLIAMSON }

This instrument was acknowledged before me on the day of _____, 2010, by _____, Owner.

Notary Public, State of Texas



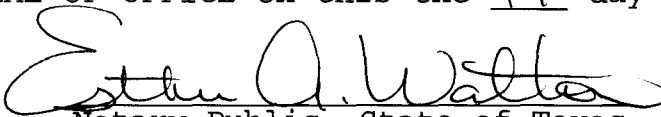

Jim Dunaway

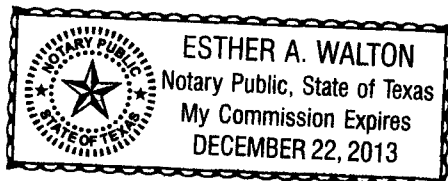
City Manager, City of Taylor, Texas

THE STATE OF TEXAS
COUNTY OF WILLIAMSON

BEFORE ME, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared Jim Dunaway, City Manager, known to me to be the person and officer whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed same for and as the act and deed of the City of Taylor, Texas, and for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the 19th day of November, 2010.


Notary Public, State of Texas



1801 CR 394
7254
89005771
VOL 1685 PAGE 579

21904

CHARLES NYGRIN, SR.,
ET UX

GARY G. BERAN,
ET UX

WARRANTY DEED

THE STATE OF TEXAS *
COUNTY OF WILLIAMSON *
* KNOW ALL MEN BY THESE PRESENTS:

That WE, CHARLES NYGRIN, SR. and wife, KATHRYN NYGRIN of the County of Williamson and State of Texas for and in consideration of the sum of TEN AND NO/100 (\$10.00) DOLLARS and other valuable consideration to the undersigned paid by the grantees herein named the receipt of which is hereby acknowledged, have GRANTED, SOLD AND CONVEYED, and by these presents do GRANT, SELL AND CONVEY unto GARY G. BERAN and wife, BERTHA M. BERAN, of the County of Williamson and State of Texas, all of the following described real property in Williamson County, Texas, to-wit:

BEING 15.00 acres of the John Thomas Survey, Abstract No. 610, in Williamson County, Texas, part of a tract called 89.74 acres in a deed to Charles and Kathryn Nygrin, as found recorded in Volume 635, Page 342, Deed Records of Williamson County, Texas. Surveyed on the ground in June of 1988, by William F. Forest, Jr., Registered Public Surveyor No. 1847, and being more particularly described by metes and bounds in Exhibit "A", attached hereto.

This conveyance is executed by Grantors and accepted by Grantees as being subject to all reservations, restrictions, easements, covenants and rights of way, which may be duly of record in the office of the County Clerk of Williamson County, Texas, or that may be located on the property.

TO HAVE AND TO HOLD the above described premises, together with all and singular the rights and appurtenances thereto in anywise belonging, unto the said grantees, their heirs and assigns forever; and we do hereby bind ourselves, our heirs,

Vol. 1685 Page 580

claiming or to claim the same or any part thereof, except as to the reservations from and exceptions to warranty.

EXECUTED this 14th day of July, A.D. 1988.

Charles Nygrin, Sr.
CHARLES NYGRIN, SR.

Kathryn Nygrin
KATHRYN NYGRIN

Mailing Address of Each Grantee:

Name: GARY G. BERAN
Address: Route 1, Box 145
Taylor, Texas 76574

Name: BERTHA M. BERAN
Address: Route 1, Box 145
Taylor, Texas 76574

STATE OF TEXAS

COUNTY OF Williamson

This instrument was acknowledged before me on the 14th
day of July, 1988 by CHARLES NYGRIN, SR.

Marvin Lenz
Notary Public in and for the
State of Texas

Marvin Lenz
Notary's Printed Name

My Commission Expires: 11-88

STATE OF TEXAS

COUNTY OF Williamson

This instrument was acknowledged before me on the 14th
day of July, 1988 by KATHRYN NYGRIN.

Marvin Lenz
Notary Public in and for the
State of Texas

Marvin Lenz
Notary's Printed Name

My Commission Expires: 11-88

EXHIBIT "A"

FOREST SURVEYING AND MAPPING CO.
1002 Ash St.
Georgetown, Tx. 78626

DESCRIPTION FOR CHARLES AND KATHRYN NYGRIN
GARY BERAN

BEING 15.00 acres of the John Thomas Survey, Abstract No. 610, in Williamson County, Texas, part of a tract called 89.74 acres in a deed to Charles and Kathryn Nygrin, as found recorded in Vol. 635, Pg. 342, Deed Records of Williamson County, Texas. Surveyed on the ground in June of 1988, by William F. Forest, Jr., Registered Public Surveyor No. 1847.

BEGINNING at an iron pin set in the North line of County Road 100 and in the West line of County Road 101, at the Southeast corner of the said 89.74 acre tract.

THENCE with the North line of County Road 100, S 71 deg. 00 min. W 800.0 feet to set an iron pin. An iron pin found marking a bend in the South line of the 89.74 acre tract bears S 71 deg. W 628.9 feet.

THENCE N 19 deg. 53 min. 35 sec. W crossing a drainage ditch, continuing in all 1089.21 feet to set an iron pin.

THENCE N 71 deg. E 800.0 feet to set an iron pin. An iron pin found between two gravel driveways, at or near the Northeast corner of the 89.74 acre tract bears N 19 deg. 53 min. 35 sec. W 681.42 feet.

THENCE with the West line of County Road 101, S 19 deg. 53 min. 35 sec. E 1089.21 feet to the POINT OF BEGINNING.

STATE OF TEXAS :
COUNTY OF WILLIAMSON : KNOW ALL MEN BY THESE PRESENTS;

I, WM. F. FOREST, JR., do hereby certify that this survey was made on the ground of the property legally described hereon and is correct, and that there are no significant discrepancies, conflicts, shortages in area, known boundary line conflicts, visible encroachments, overlapping of improvements, utility lines or roads, except as shown on the attached plat, and that said property has access to and from a public roadway. Records research for easement verification has not been performed unless indicated on the attached plat by recording references.

TO CERTIFY WHICH, WITNESS my hand and seal at Georgetown, Texas, this the 21st day of June, 1988, A.D.

William F. Forest Jr.

WM. F. FOREST JR.

REGISTERED PUBLIC SURVEYOR NO. 1847

RD20459

CHAPTER 43 TEXAS LOCAL GOVERNMENT CODE
DEVELOPMENT AGREEMENT

This Agreement is entered into pursuant to Sections 43.035 and 212.172 of the Texas Local Government Code by and between the City of Taylor, Texas, (the "City") and the undersigned property owner(s) (the "Owner"). The term "Owner" includes all owners of the Property.

WHEREAS, the Owner owns a parcel of real property (the "Property") in Williamson, County, Texas, which is more particularly and separately described in the attached Exhibit "A"; and

WHEREAS, the City has begun the process to institute annexation proceedings on all or portions of Owner's Property and will hold public hearings on October 21st and November 4th, 2010;

WHEREAS, the Owner desires to have the Property remain in the City's extraterritorial jurisdiction, in consideration for which the Owner agrees to enter into this Agreement; and

WHEREAS, this Agreement is entered into pursuant to Sections 43.035 and 212.172 of the Texas Local Government Code, in order to address the desires of the Owner and the procedures of the City; and

WHEREAS, the Owner and the City acknowledge that this Agreement is binding upon the City and the Owner and their respective successors, heirs, and assigns for the term (defined below) of this Agreement; and

WHEREAS, this Development Agreement is to be recorded in the Real Property Records of Williamson County.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties hereto agree as follows:

Section 1. The City guarantees the continuation of the extraterritorial status of the Owner's Property, its immunity from annexation by the City, and its immunity from City property taxes, for the term of this Agreement, subject to the provisions of this Agreement. Except as provided in this Agreement, the City agrees not to annex the Property, agrees not to involuntarily institute proceedings to annex the Property, and

further agrees not to include the Property in a statutory annexation plan for the Term of the Agreement. However, if the Property is annexed pursuant to the terms of this Agreement, then the City shall provide services to the Property pursuant to Chapter 43 of the Texas Local Government Code.

Section 2. The Owner covenants and agrees not to use the Property for any use other than for agriculture, wildlife management, and/or timber land consistent with Chapter 23 of the Texas Tax Code, except for the existing single-family residential use of the property, without the prior written consent of the City.

The Owner covenants and agrees that the Owner will not file any type of subdivision plat or related development document for the Property with Williamson County or the City until the Property has been annexed into, and zoned by, the City.

The Owner covenants and agrees not to construct, or allow to be constructed, any buildings on the Property that would require a building permit if the Property were in the city limits, until the Property has been annexed into, and zoned by, the City. The Owner also covenants and agrees that the City's RA - Rural Agricultural zoning requirements apply to the Property, except when inconsistent with this Agreement in which case this Agreement shall apply, and that the Property shall be used only for RA - Rural Agricultural zoning uses that exist on that Property at the time of the execution of this Agreement, unless otherwise provided in this Agreement. However, the Owner may construct an accessory structure to an existing single family dwelling which is reasonable and necessary for the agricultural, wildlife management, and/or timber land purpose, after notification to and approval by the City of such action and in compliance with all applicable City ordinances and codes.

The Owner acknowledges that each and every owner of the Property must sign this Agreement in order for the Agreement to take full effect, and the Owner who signs this Agreement covenants and agrees, jointly and severably, to indemnify, hold harmless, and defend the City against any and all legal claims, by and person claiming an ownership interest in the Property who has not signed the Agreement, arising in any way from the City's reliance on this Agreement.

Section 3. The Owner acknowledges that if any part or related development document is filed in violation of this Agreement, or if the Owner commences development of the Property in violation

of this Agreement, then in addition to the City's other remedies, such act will constitute a petition for voluntary annexation by the Owner, and the Property will be subject to the annexation at the discretion of the City Council. The Owner agrees that such annexation shall be voluntary and the Owner hereby consents to such annexation as though a petition for such annexation had been tendered by the Owner.

If annexation proceedings begin pursuant to this Section, the Owner acknowledges that this Agreement serves as an exception to Local Government Code Section 43.052, requiring a municipality to use certain statutory procedures under an annexation plan. Furthermore, the Owner hereby waives any and all vested rights and claims that they may have under Section 43.002(a)(2) and Chapter 245 of the Texas Local Government Code that would otherwise exist by virtue of any actions Owner has taken in violation of Section 2 herein.

Section 4. Pursuant to Sections 43.035(b)(1)(B) of the Texas Local Government Code, the City is authorized to enforce all of the City's regulations and planning authority that do not materially interfere with the use of the Property for agriculture, wildlife management, or timber, in the same manner the regulations are enforced within the City's boundaries. The City states and specifically reserves its authority pursuant to Chapter 251 of the Texas Local Government Code to exercise eminent domain over property that is subject to a Chapter 43 and/or Chapter 212 development agreement.

Section 5. The term of the Agreement (the "Term") is fifteen (15) years from the date that the City Manager's signature to this Agreement is acknowledged by a public notary.

The Owner, and all of the Owner's heirs, successors and assigns shall be deemed to have filed a petition for voluntary annexation before the end of the Term, for annexation of the Property to be completed on or after the end of the Term. Prior to the end of the Term, the City may commence the voluntary annexation of the Property. In connection with annexation pursuant to this section, the Owners hereby waive any vested rights they may have under Section 43.002(a)(2) and Chapter 245 of the Texas Local Government Code that would otherwise exist by virtue of any plat or construction any of the owners may initiate during the time between the expiration of the Agreement and the institution of annexation proceedings by the City.

Section 6. Property annexed pursuant to this Agreement will initially be zoned R1-Single Residential pursuant to the City's Code of Ordinances, pending determination of the property's permanent zoning in accordance with the provisions of applicable law and the City's Code of Ordinances.

Section 7. Any person who sells or conveys any portion of the Property shall, prior to such sale or conveyance, give written notice of this Agreement to the prospective purchaser or grantee, and shall give written notice of the sale or conveyance to the City. Furthermore, the Owner and the Owner's heirs, successor, and assigns shall give the City written notice within 14 days of any change in the agricultural exemption status of the Property. A copy of either notice required by this section shall be forwarded to the City at the following address.

City of Taylor
Attn: City Manager
400 Porter Street
Taylor, Texas 76574

Section 8. This Agreement shall run with the Property and be recorded in the real property records of Williamson County, Texas.

Section 9. If a court of competent jurisdiction determines that any covenant of this Agreement is void or unenforceable, including the covenants regarding involuntary annexation, then the remainder of this Agreement shall remain in full force and effect.

Section 10. This Agreement may be enforced by any Owner or the City by and proceeding at law or in equity. Failure to do so shall not be deemed a waiver to enforce the provisions of this Agreement thereafter.

Section 11. No subsequent change in the law regarding annexation shall affect the enforceability of this Agreement or the City's ability to annex the properties covered herein pursuant to the terms of this Agreement.

Section 12. Venue for this Agreement shall be in Williamson, County, Texas.

Section 13. This Agreement may be separately executed in individual counterparts and, upon execution, shall constitute one and the same instrument.

Section 14. This Agreement shall survive its termination to the extent necessary for the implementation of the provisions of Section 3, 4, and 5 herein.

Please attach a copy of your deed in order for this agreement to be in effect.

Entered into this 14 day of October

Owner Signature

Printed Name: DAVID B. FUCHS

William G. Fuchs

Owner Signature

Printed Name: William G. Fuchs

Karla Fuchs

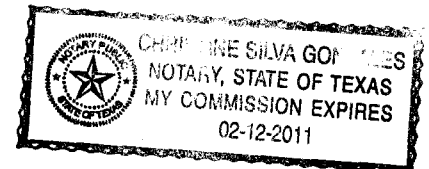
Owner Signature

Printed Name: Karla Fuchs

2010
Cheryl D. Fuchs b, DAVID
B. Fuchs, Attorney-in-fact
Cheryl D. Fuchs

Doris M. Fuchs
Doris M. Fuchs

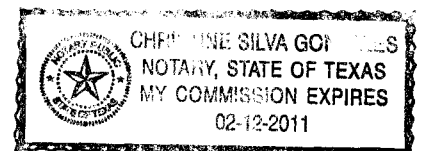
THE STATE OF TEXAS }
COUNTY OF WILLIAMSON }



This instrument was acknowledged before me on the day of Oct 14, 2010, by DAVID B. FUCHS, Owner.

Christine Silva Gomes
Notary Public, State of Texas

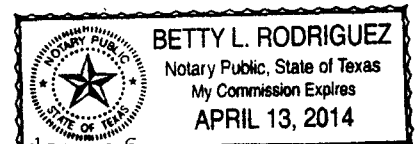
THE STATE OF TEXAS }
COUNTY OF WILLIAMSON }



This instrument was acknowledged before me on the day of Oct 14, 2010, by WILLIAM G & DORIS M. FUCHS, Owner.

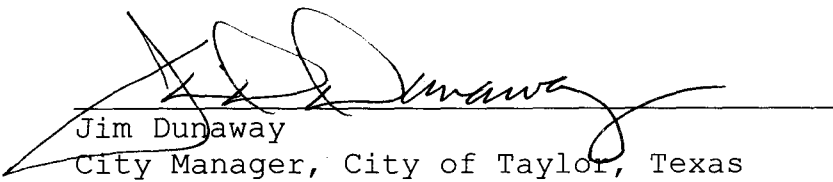
Christine Silva Gomes
Notary Public, State of Texas

THE STATE OF TEXAS }
COUNTY OF WILLIAMSON }



This instrument was acknowledged before me on the day of Oct 18, 2010, by Karla Fuchs, Owner.

Betty L. Rodriguez
Notary Public, State of Texas

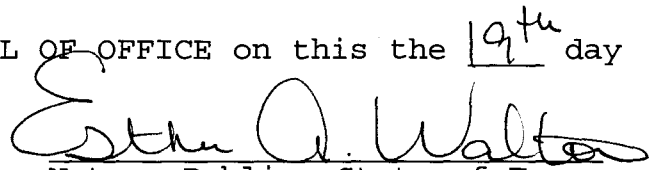

Jim Dunaway

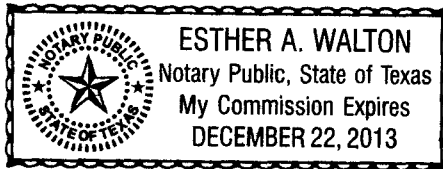
City Manager, City of Taylor, Texas

THE STATE OF TEXAS
COUNTY OF WILLIAMSON

BEFORE ME, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared Jim Dunaway, City Manager, known to me to be the person and officer whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed same for and as the act and deed of the City of Taylor, Texas, and for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the 19th day of November, 2010.


Notary Public, State of Texas



General Warranty Deed

Date: August 7, 2003

Grantor: Ruby Cottle, not joined herein by her spouse as the property herein conveyed forms no part of their homestead

Grantor's Mailing Address:

Ruby Cottle
473 Summit Circle
Fredericksburg, TX 78624
Gillespie County

Grantee: Doris M. Fuchs; David B. Fuchs; and Cheryl D. Fuchs

Grantee's Mailing Address:

Doris M. Fuchs
166 Crest Drive
Spicewood, TX 78669
Burnet County

David B. Fuchs
904 Red Bud Lane
Round Rock, TX 78664
Williamson County

Cheryl D. Fuchs
782 Neal Place
Pleasanton, California 94566
_____ County

Consideration:

Out of Grantee's separate property, TEN AND NO/100 DOLLARS (\$10.00) and Grantee's partition of Grantee's interest in the real property from the Estate of Marvin Lenz, Deceased, the receipt and sufficiency thereof being hereby acknowledged and confessed.

Property (including any improvements):

All of my undivided one-third interest in all that certain tract or parcel of land out of and a part of the J. C. Eaves Survey, Abstract No. 213, lying and being situated in Williamson County, Texas, and being described by metes and bounds in Exhibit A attached

hereto, together with all of my interest in the water meter, hookup, deposit and membership with Jonah Water Supply Corporation associated with the property.

Reservations from Conveyance:

None

Exceptions to Conveyance and Warranty:

Liens described as part of the Consideration and any other liens described in this deed as being either assumed or subject to which title is taken; validly existing easements, rights-of-way, and prescriptive rights, whether of record or not; all presently recorded and validly existing restrictions, reservations, covenants, conditions, oil and gas leases, mineral interests, and water interests outstanding in persons other than Grantor, and other instruments, other than conveyances of the surface fee estate, that affect the Property; validly existing rights of adjoining owners in any walls and fences situated on a common boundary; any discrepancies, conflicts, or shortages in area or boundary lines; any encroachments or overlapping of improvements; and taxes for 2003, which Grantee assumes and agrees to pay, same having been prorated to the delivery of this Deed, and subsequent assessments for that and prior years due to change in land usage, ownership, or both, the payment of which Grantee assumes.

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 heirs, successors, and assigns forever. Grantor binds Grantor and Grantor's heirs and successors to warrant and forever defend all and singular the Property to Grantee and Grantee's heirs, successors, and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof, except as to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty.

As a material part of the Consideration for this deed, Grantor and Grantee agree that Grantee is taking the Property "AS IS" with any and all latent and patent defects and that there is no warranty by Grantor that the Property has a particular financial value or is fit for a particular purpose. Grantees acknowledge and agree that, other than as may be specifically set forth herein, Grantor has not made, do not make and specifically disclaim any representations, warranties, promises, covenants, agreements or guaranties of any kind or character whatsoever, whether express or implied, oral or written, past, present or futures, of, as to, concerning or with respect to (a) the nature, quality or condition of the property, including, without limitation, the water, soil and geology, (b) the income to be derived from the Property, (c) the suitability of the Property for any and all activities and uses which Grantees may conduct thereon, (d) the compliance of or by the Property or its operation with any laws, rules, ordinances or regulations of any applicable governmental authority or body, including without limitation, the Americans with Disabilities Act and any rules and regulations promulgated thereunder or in connection therewith, and the Texas Architectural Barriers Act and any rules and regulations promulgated thereunder or in connection therewith, (e) the habitability,

merchantability or fitness for a particular purpose of the Property, or (f) any other matter with respect to the Property, and specifically that Grantor has not made, does not make and specifically disclaim any representations regarding solid waste, as defined by the U. S. Environmental Protection Agency regulations at 40 C.F.R., Part 261, or the disposal or existence, in or on the Property, of any hazardous substance, as defined by the Comprehensive Environmental Response Compensations and Liability Act of 1980, as amended, and applicable state laws, and regulations promulgated thereunder. Grantees further acknowledge and agree that having been given the opportunity to inspect the Property, Grantees are relying solely on their own investigation of the Property and not on any information provided or to be provided by Grantor. Grantees further acknowledge and agree that any information provided or to be provided with respect to the Property was obtained from a variety of sources and that Grantor has not made any independent investigation or verification of such information. Grantees further acknowledge and agree that the sale of the Property as provided for herein is made on an "as is, where is" condition and basis "with all faults". Grantees acknowledge and agree that the provisions of this paragraph were a material factor in the determination of the purchase price of the Property.

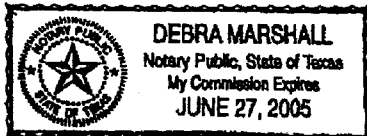
When the context requires, singular nouns and pronouns include the plural.

Ruby Cottle
Ruby Cottle

STATE OF TEXAS)

COUNTY OF WILLIAMSON)

This instrument was acknowledged before me on August 7, 2003, by Ruby Cottle.



Debra Marshall
Notary Public, State of Texas

PREPARED IN THE OFFICE OF:

①

Leland R. Enochs, Attorney
P. O. Box 751
Taylor, TX 76574
Tel: (512) 352-3626
Fax: (512) 365-5556

EXHIBIT A

FIRST TRACT:

All that certain tract or parcel of land out of and a part of the J. C. Eaves Survey, Abstract No. 213, lying and being situated in Williamson County, Texas, and being described by metes and bounds as follows:

BEING 134.93 acres out of the J. C. Eaves Survey, Abstract No. 213, in Williamson County, Texas, part of a tract of 420 acres described in a Deed to Mrs. Annie B. Rote of record in Volume 225, Page 70, Deed Records of Williamson County, Texas. Survey on the ground by W. F. Forest May, 1965.

BEGINNING at an iron stake set in the South line of a 60 foot wide County road, in the North line of the 420 acres, S. 71 W. 1295.3 varas from the NE corner of same, which NE corner stands S. 19 E. 600.5 varas and S. 71 W. 14.4 varas from the NE corner of the Eaves Survey;

THENCE S. 18 degrees 35' E. 189.8 varas to set an iron pin in a fence corner;

THENCE N. 89 degrees 30' W. 215.3 varas, crossing a branch, joining a fence, set an iron pin beside a fence corner post, an 11 inch hackberry brs SE 2 feet;

THENCE S 49 degrees 15' W. 339.2 varas to set an iron pin at a bend in the fence;

THENCE S. 84 degrees 15' W. 68.4 varas to set an iron pin;

THENCE S. 20 E. 651.2 varas to set an iron pin in the South line of the 420 acres;

THENCE S. 71 W. 754.2 varas to set an iron pin at or near the SW corner of the 420 acres;

THENCE N. 19 degrees 33' W. 856.8 varas, with the East line of a 50 foot wide county road, to set an iron pin at or near the NW corner of the 420 acres;

THENCE N. 69 E. 1355.9 varas with the South line of the 60 foot wide road, and N. 71 E. 28.26 varas to the POINT OF BEGINNING. Being the same property conveyed in a Deed with Vendor's Lien dated July 8, 1965, from Thomas C. Rote, et al, to Henry Lenz, Jr. and wife, Ella Walther Lenz, recorded in Volume 479, Page 643, Deed Records of Williamson County, Texas.

FILED AND RECORDED
OFFICIAL PUBLIC RECORDS

Nancy E. Rister

08-11-2003 11:05 AM 2003077036
ANDERSON \$15.00
NANCY E. RISTER, COUNTY CLERK
WILLIAMSON COUNTY, TEXAS

CHAPTER 43 TEXAS LOCAL GOVERNMENT CODE
DEVELOPMENT AGREEMENT

This Agreement is entered into pursuant to Sections 43.035 and 212.172 of the Texas Local Government Code by and between the City of Taylor, Texas, (the "City") and the undersigned property owner(s) (the "Owner"). The term "Owner" includes all owners of the Property.

WHEREAS, the Owner owns a parcel of real property (the "Property") in Williamson, County, Texas, which is more particularly and separately described in the attached Exhibit "A"; and

WHEREAS, the City has begun the process to institute annexation proceedings on all or portions of Owner's Property and will hold public hearings on October 21st and November 4th, 2010;

WHEREAS, the Owner desires to have the Property remain in the City's extraterritorial jurisdiction, in consideration for which the Owner agrees to enter into this Agreement; and

WHEREAS, this Agreement is entered into pursuant to Sections 43.035 and 212.172 of the Texas Local Government Code, in order to address the desires of the Owner and the procedures of the City; and

WHEREAS, the Owner and the City acknowledge that this Agreement is binding upon the City and the Owner and their respective successors, heirs, and assigns for the term (defined below) of this Agreement; and

WHEREAS, this Development Agreement is to be recorded in the Real Property Records of Williamson County.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties hereto agree as follows:

Section 1. The City guarantees the continuation of the extraterritorial status of the Owner's Property, its immunity from annexation by the City, and its immunity from City property taxes, for the term of this Agreement, subject to the provisions of this Agreement. Except as provided in this Agreement, the City agrees not to annex the Property, agrees not to involuntarily institute proceedings to annex the Property, and

of this Agreement, then in addition to the City's other remedies, such act will constitute a petition for voluntary annexation by the Owner, and the Property will be subject to the annexation at the discretion of the City Council. The Owner agrees that such annexation shall be voluntary and the Owner hereby consents to such annexation as though a petition for such annexation had been tendered by the Owner.

If annexation proceedings begin pursuant to this Section, the Owner acknowledges that this Agreement serves as an exception to Local Government Code Section 43.052, requiring a municipality to use certain statutory procedures under an annexation plan. Furthermore, the Owner hereby waives any and all vested rights and claims that they may have under Section 43.002(a)(2) and Chapter 245 of the Texas Local Government Code that would otherwise exist by virtue of any actions Owner has taken in violation of Section 2 herein.

Section 4. Pursuant to Sections 43.035(b)(1)(B) of the Texas Local Government Code, the City is authorized to enforce all of the City's regulations and planning authority that do not materially interfere with the use of the Property for agriculture, wildlife management, or timber, in the same manner the regulations are enforced within the City's boundaries. The City states and specifically reserves its authority pursuant to Chapter 251 of the Texas Local Government Code to exercise eminent domain over property that is subject to a Chapter 43 and/or Chapter 212 development agreement.

Section 5. The term of the Agreement (the "Term") is fifteen (15) years from the date that the City Manager's signature to this Agreement is acknowledged by a public notary.

The Owner, and all of the Owner's heirs, successors and assigns shall be deemed to have filed a petition for voluntary annexation before the end of the Term, for annexation of the Property to be completed on or after the end of the Term. Prior to the end of the Term, the City may commence the voluntary annexation of the Property. In connection with annexation pursuant to this section, the Owners hereby waive any vested rights they may have under Section 43.002(a)(2) and Chapter 245 of the Texas Local Government Code that would otherwise exist by virtue of any plat or construction any of the owners may initiate during the time between the expiration of the Agreement and the institution of annexation proceedings by the City.

Section 6. Property annexed pursuant to this Agreement will initially be zoned R1-Single Residential pursuant to the City's Code of Ordinances, pending determination of the property's permanent zoning in accordance with the provisions of applicable law and the City's Code of Ordinances.

Section 7. Any person who sells or conveys any portion of the Property shall, prior to such sale or conveyance, give written notice of this Agreement to the prospective purchaser or grantee, and shall give written notice of the sale or conveyance to the City. Furthermore, the Owner and the Owner's heirs, successor, and assigns shall give the City written notice within 14 days of any change in the agricultural exemption status of the Property. A copy of either notice required by this section shall be forwarded to the City at the following address.

City of Taylor
Attn: City Manager
400 Porter Street
Taylor, Texas 76574

Section 8. This Agreement shall run with the Property and be recorded in the real property records of Williamson County, Texas.

Section 9. If a court of competent jurisdiction determines that any covenant of this Agreement is void or unenforceable, including the covenants regarding involuntary annexation, then the remainder of this Agreement shall remain in full force and effect.

Section 10. This Agreement may be enforced by any Owner or the City by and proceeding at law or in equity. Failure to do so shall not be deemed a waiver to enforce the provisions of this Agreement thereafter.

Section 11. No subsequent change in the law regarding annexation shall affect the enforceability of this Agreement or the City's ability to annex the properties covered herein pursuant to the terms of this Agreement.

Section 12. Venue for this Agreement shall be in Williamson, County, Texas.

Section 13. This Agreement may be separately executed in individual counterparts and, upon execution, shall constitute one and the same instrument.

Section 14. This Agreement shall survive its termination to the extent necessary for the implementation of the provisions of Section 3, 4, and 5 herein.

Please attach a copy of your deed in order for this agreement to be in effect.

Entered into this 14 day of October, 2010.

David B. Fuchs
Owner Signature

Printed Name: DAVID B. FUCHS

*Cheryl D. Fuchs by David B. Fuchs
Attorney in Fact
Cheryl D. Fuchs*

William G. Fuchs

Owner Signature

Printed Name: William G. Fuchs

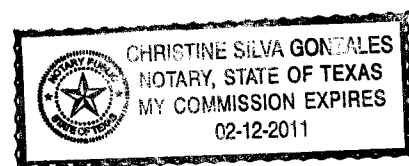
Doris M. Fuchs

Doris M. Fuchs

Karla Fuchs

Owner Signature

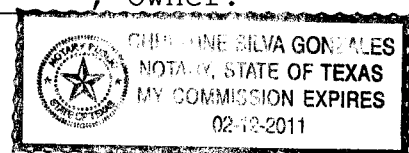
Printed Name: Karla Fuchs



THE STATE OF TEXAS }
COUNTY OF WILLIAMSON }

This instrument was acknowledged before me on the day of Oct. 14, 2010, by DAVID B. FUCHS, Owner.

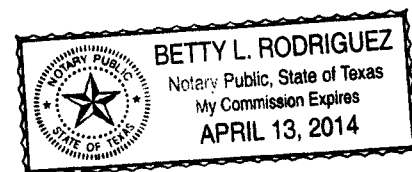
Christine Silva Gonzales
Notary Public, State of Texas



THE STATE OF TEXAS }
COUNTY OF WILLIAMSON }

This instrument was acknowledged before me on the day of Oct. 14, 2010, by WILLIAM G. + DORIS M. FUCHS, Owner.

Christine Silva Gonzales
Notary Public, State of Texas



THE STATE OF TEXAS }
COUNTY OF WILLIAMSON }

This instrument was acknowledged before me on the day of Oct. 14, 2010, by Karla Fuchs, Owner.

Betty L. Rodriguez
Notary Public, State of Texas

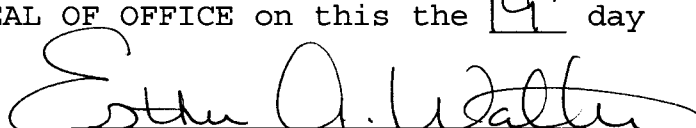

Jim Dunaway

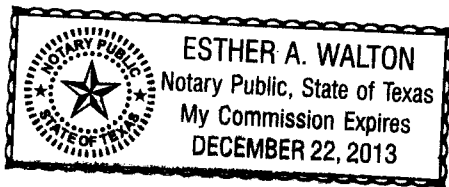
City Manager, City of Taylor, Texas

THE STATE OF TEXAS
COUNTY OF WILLIAMSON

BEFORE ME, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared Jim Dunaway, City Manager, known to me to be the person and officer whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed same for and as the act and deed of the City of Taylor, Texas, and for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the 19th day of November, 2010.


Notary Public, State of Texas





ED
7 PGS

2005071194

05038150

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

Special Warranty Deed with Vendor's Lien

Date: Sept. 2, 2005

Grantor: Gladys Townsend, not joined herein by her spouse as the property herein conveyed forms no part of their homestead

Grantor's Mailing Address:

Gladys Townsend
2501 C.R. 409
Taylor, Texas 76574
Williamson County

Grantee: Doris M. Fuchs and husband, William Gene Fuchs a/k/a William G. Fuchs, David B. Fuchs a/k/a David Fuchs and wife, Karla G. Fuchs, and Cheryl D. Fuchs

Grantee's Mailing Address:

Doris M. Fuchs and husband, William Gene Fuchs a/k/a William G. Fuchs
166 Crest Drive
Spicewood, Texas 78666
Burnet County

David B. Fuchs a/k/a David Fuchs, and wife, Karla G. Fuchs
904 Red Bud Lane
Round Rock, Texas 78664
Williamson County

Cheryl D. Fuchs, a single person
782 Neal Place
Pleasanton, California 94566
Alameda County

WARRANTY DEED WITH VENDOR'S LIEN - Page 1 of 4
Townsend/Fuchs

RETURN TO 
Longhorn Title Co., Inc.

Consideration:

Cash as to Tract One.

As to Tract Two cash and a note of even date executed by Grantee and payable to the order of Capital Farm Credit, F.L.C.A. in the principal amount of ONE HUNDRED EIGHTY-TWO THOUSAND AND NO/100 (\$182,000.00) DOLLARS. The note is secured by a first and superior vendor's lien and superior title retained in this deed as to Tract Two and by a first-lien deed of trust of even date from Grantee to Ben R. Novosad, Trustee, as to Tract Two.

Property (including any improvements):

All of my undivided one-third (1/3) interest in and to the following tracts of land:

TRACT ONE:

BEING All that certain 24.112 acre tract of land out of the James C. Eaves Survey, Abstract No. 213, in Williamson County, Texas, and being more particularly described by metes and bounds in Exhibit "A" attached hereto and made a part hereof for all purposes.

TRACT TWO:

BEING All that certain 110.706 acre tract of land out of the James C. Eaves Survey, Abstract No. 213 in Williamson County, Texas, and being more particularly described by metes and bounds in Exhibit "B" attached hereto and made a part hereof for all purposes.

Reservations from Conveyance:

None

Exceptions to Conveyance and Warranty:

Grantors hereby reserve liens described as part of the Consideration; easement dated March 05, 1937, executed by Anne Burnes Rote and husband, Tobin C. Rote, to Texas Power & Light Company, recorded in Volume 283, Page 480, Deed Records, Williamson County, Texas; easement dated March 30, 1949, executed by Anne B. Rote and husband, Tobin C. Rote, to Texas Power & Light Company, recorded in Volume 355, Page 548, Deed Records, Williamson County, Texas; easement dated October 03, 1972, executed by Henry Lenz, Jr. and Ella Lenz to Jonah Water Supply Corporation, recorded in Volume 563, Page 510, Deed Records, Williamson County, Texas; and taxes for 2005, which Grantee assumes and agrees to pay, and subsequent assessments for that and prior years due to change in land usage, ownership, or both, the payment of which Grantee assumes.

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

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

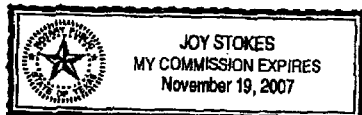
Capital Farm Credit, F.L.C.A., at Grantee's request, has paid in cash to Grantor that portion of the purchase price of Tract Two that is evidenced by the note described. The vendor's lien and superior title to Tract Two are retained for the benefit of Capital Farm Credit, F.L.C.A., and are transferred to that party without recourse on Grantor.

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

Gladys Townsend
Gladys Townsend

STATE OF TEXAS
COUNTY OF WILLIAMSON

This instrument was acknowledged before me on this the 2 day of September, 2005, by Gladys Townsend.



[Signature]
Notary Public, in and for the State of Texas

PREPARED IN THE OFFICE OF:

The Law Office of Randall J. Pick
101 East Street, Second Floor
P.O. Box 818
Hutto, Texas 78634
Tel.: (512) 759-4208
Fax: (512) 759-4249

AFTER RECORDING RETURN TO:

Longhorn Title Company, Inc.
309 N. Main Street
Taylor, Texas 76574
Tel.: 512/352-3520
Fax: 512/352-8620

WARRANTY DEED WITH VENDOR'S LIEN - Page 4 of 4
Townsend/Fuchs

STATE OF TEXAS
COUNTY OF WILLIAMSON

May 13, 2005

110.706 ACRES

These notes describe that certain tract of land, being a part of a called "134.93 Acres" in a General Warranty Deed, from Ruby Cottle to Doris M. Fuchs, David B. Fuchs and Cheryl D. Fuchs, dated 8-7-2003, Recorded in Document No. 2003077036 Official Public Records of Williamson County (OPRWC), situated in JAMES C. EAVES SURVEY, ABSTRACT NO. 213, in Williamson County Texas, and being mores particularly described by metes and bounds as follows:

BEGINNING at a 2" iron pipe found in the eastern R.O.W. line of County Road 101, said pipe marking the northwestern corner of a called "49.99 Acres" conveyed in a General Warranty Deed from Joyce W. McFarlin, et al to Helen Carson dated 7-24-1989 and recorded in volume 1832, page 834 of the Official records of Williamson County (ORWC), and being the southwestern corner of said "134.93 Acres";

THENCE North 19°33'00" West with the east R.O.W. line of County Road 101, for a distance of 2380.25 feet (call 2380.00 feet) to iron stake found in the asphalt (1 foot below surface) at the intersection of County Road 101 and County Road 368, for the northwest corner of said "134.93 Acres";

THENCE North 69°00'00" East generally along the south R.O.W. line of County Road 368, same being for the westernmost North line of said "134.93 Acres", for a distance of 1466.08 feet to a 1/2" iron rod set (capped) for the Northeast corner of the herein described tract, also being the Westernmost corner of "Tract One - 24.112 Acres" (surveyed this date out of said "134.93 Acres");

THENCE South 63°41'40" East along a common line of Tract One and subject tract, for a distance of 836.51 feet to a 1/2" iron rod set (capped) for a angle point of the herein described tract;

THENCE North 85°07'24" East along a common line of Tract One and subject tract, for a distance of 31.39 feet to a 5/8" iron rod and axle found, marking the westernmost corner of the called "338.192 Acres" conveyed in a General Warranty Deed from Willie F. Racz, Jr., et al to Terrell Timmerman dated 4-16-1996 and recorded in Document No. 9619524 of said OPRWC, and an interior corner of said "134.93 Acres";

THENCE South 20°06'43" East with the dividing line of the aforementioned Timmerman tract and the subject tract, for a distance of 1811.19 feet (call 1808.88 feet) to a 1/2" iron rod found for the southeast corner of the herein described tract, same being an interior corner of said "338.192 Acres",

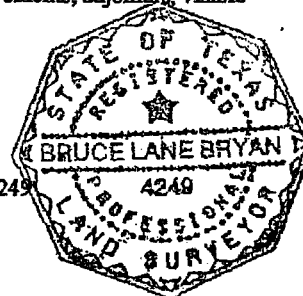
THENCE South 70°30'14" West, passing a point (no corner found) for the Northeast corner of aforementioned "49.99 Acres" at 295.58 feet, and continuing with the common line of said "134.93 Acres" and "49.99 Acres" an additional 1515.61 feet for a total distance of 2096.34 feet (called 2095.00 feet to the **POINT OF BEGINNING** containing 4,822,359 sq. ft. or 110.706 Acres of land.

Surveyor's Note: Attention is invited to accompanying plat for location of improvements, adjoiners, visible utilities and roadways. Bearings based on existing horizontal control network.



Bruce Lane Bryan

Registered Professional Land Surveyor No. 4249



RETURN TO

Poughon Title Co., Inc.

STATE OF TEXAS
COUNTY OF WILLIAMSON

March 14, 2005

24.112 ACRES

These notes describe that certain tract of land situated in the JAMES C. EAVES SURVEY A-213, located in Williamson County, Texas; subject tract being a part of and out of a called "134.93 Acres" conveyed in a General Warranty Deed from Ruby Cottle to Doris M. Fuchs, et al dated 8-7-2003 and recorded in Document No. 2003077036 of the Official Public Records of Williamson County (OPRWC), subject tract being surveyed on the ground under the direct supervision of Bruce Lane Bryan, Registered Professional Land Surveyor No. 4249, on March 14, 2005 and being more fully described as follows:

BEGINNING at a 5/8" Iron Rod found w/cap in the South line of Williamson County Road No. 368, same being for the North corner of said "134.93 Acres" and an exterior corner of a called "338.192 Acres" conveyed in a General Warranty Deed from Willie F. Raesz, Jr., et al to Terrell Timmerman dated 4-16-1996 and recorded in Document No. 9619524 of the Official Records of Williamson County (ORWC);

THENCE with a line for the Northwest line of said "134.93 Acres" and the South line of Williamson County Road No. 368, as follows:

South 67°57'45" West 78.90 feet to a 1/2" iron rod set (capped) and
South 69°00'00" West 2300.31 feet to a 1/2" iron rod set (capped) at
the West corner of subject tract; found an iron stake in the edge of asphalt at the
Southeastern corner of the intersection of Williamson County Road No. 368 and No. 101,
same being the West corner of said "134.93 Acres" bearing South 69°00'00" West,
1466.08 feet;

THENCE South 63°41'40" East with the Southwest line of subject tract, over
and across said "134.93 Acres", generally along a fence, a distance of 836.51 feet to a 1/2"
iron rod set (capped) at an exterior corner of subject tract;

THENCE North 85°07'24" East, a distance of 31.39 feet to a 5/8" Iron Rod
found w/cap and axle, same being for an interior ell corner of said "134.93 Acres" and an
exterior corner of aforementioned "338.192 Acres";

THENCE with the common line(s) of subject tract and said "338.192 Acres",
same being for lines of said "134.93 Acres", generally along a fence, as follows:

North 84°07'18" East 192.88 feet to a 1/2" Iron Rod found w/cap
and axle,
North 49°10'28" East 1081.11 feet to a found axle,

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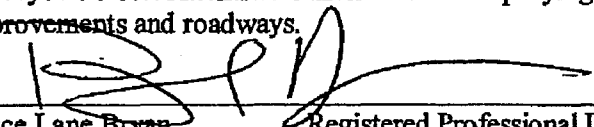
RETURN TO

Reynolds Title Co., Inc.

South 89°32'57" East 597.77 feet to a found iron stake for the lower North corner of said "134.93 Acres", same being an interior ell corner of said "338.192 Acres";

THENCE North 18°35'08" West with a line for the upper East line of said "134.93 Acres", same being the upper West line of said "338.192 Acres", a distance of 527.68 feet to the PLACE OF BEGINNING, containing according to the dimensions herein stated, an area of 24.112 Acres.

Surveyor's Note: Attention is invited to accompanying plat for visible utilities, improvements and roadways.


Bruce Lane Bryan

Registered Professional Land Surveyor No. 4249



FILED AND RECORDED

OFFICIAL PUBLIC RECORDS 2005071194

Nancy E. Rister

09/08/2005 02:07 PM

CARRILLO \$40.00

NANCY E. RISTER, COUNTY CLERK
WILLIAMSON COUNTY, TEXAS

05-020.doc

RETURN TO

Peeghens Title Co., Inc.

CHAPTER 43 TEXAS LOCAL GOVERNMENT CODE
DEVELOPMENT AGREEMENT

This Agreement is entered into pursuant to Sections 43.035 and 212.172 of the Texas Local Government Code by and between the City of Taylor, Texas, (the "City") and the undersigned property owner(s) (the "Owner"). The term "Owner" includes all owners of the Property.

WHEREAS, the Owner owns a parcel of real property (the "Property") in Williamson, County, Texas, which is more particularly and separately described in the attached Exhibit "A"; and

WHEREAS, the City has begun the process to institute annexation proceedings on all or portions of Owner's Property and will hold public hearings on October 21st and November 4th, 2010;

WHEREAS, the Owner desires to have the Property remain in the City's extraterritorial jurisdiction, in consideration for which the Owner agrees to enter into this Agreement; and

WHEREAS, this Agreement is entered into pursuant to Sections 43.035 and 212.172 of the Texas Local Government Code, in order to address the desires of the Owner and the procedures of the City; and

WHEREAS, the Owner and the City acknowledge that this Agreement is binding upon the City and the Owner and their respective successors, heirs, and assigns for the term (defined below) of this Agreement; and

WHEREAS, this Development Agreement is to be recorded in the Real Property Records of Williamson County.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties hereto agree as follows:

Section 1. The City guarantees the continuation of the extraterritorial status of the Owner's Property, its immunity from annexation by the City, and its immunity from City property taxes, for the term of this Agreement, subject to the provisions of this Agreement. Except as provided in this Agreement, the City agrees not to annex the Property, agrees not to involuntarily institute proceedings to annex the Property, and

further agrees not to include the Property in a statutory annexation plan for the Term of the Agreement. However, if the Property is annexed pursuant to the terms of this Agreement, then the City shall provide services to the Property pursuant to Chapter 43 of the Texas Local Government Code.

Section 2. The Owner covenants and agrees not to use the Property for any use other than for agriculture, wildlife management, and/or timber land consistent with Chapter 23 of the Texas Tax Code, except for the existing single-family residential use of the property, without the prior written consent of the City.

The Owner covenants and agrees that the Owner will not file any type of subdivision plat or related development document for the Property with Williamson County or the City until the Property has been annexed into, and zoned by, the City.

The Owner covenants and agrees not to construct, or allow to be constructed, any buildings on the Property that would require a building permit if the Property were in the city limits, until the Property has been annexed into, and zoned by, the City. The Owner also covenants and agrees that the City's RA - Rural Agricultural zoning requirements apply to the Property, except when inconsistent with this Agreement in which case this Agreement shall apply, and that the Property shall be used only for RA - Rural Agricultural zoning uses that exist on that Property at the time of the execution of this Agreement, unless otherwise provided in this Agreement. However, the Owner may construct an accessory structure to an existing single family dwelling which is reasonable and necessary for the agricultural, wildlife management, and/or timber land purpose, after notification to and approval by the City of such action and in compliance with all applicable City ordinances and codes.

The Owner acknowledges that each and every owner of the Property must sign this Agreement in order for the Agreement to take full effect, and the Owner who signs this Agreement covenants and agrees, jointly and severably, to indemnify, hold harmless, and defend the City against any and all legal claims, by and person claiming an ownership interest in the Property who has not signed the Agreement, arising in any way from the City's reliance on this Agreement.

Section 3. The Owner acknowledges that if any part or related development document is filed in violation of this Agreement, or if the Owner commences development of the Property in violation

of this Agreement, then in addition to the City's other remedies, such act will constitute a petition for voluntary annexation by the Owner, and the Property will be subject to the annexation at the discretion of the City Council. The Owner agrees that such annexation shall be voluntary and the Owner hereby consents to such annexation as though a petition for such annexation had been tendered by the Owner.

If annexation proceedings begin pursuant to this Section, the Owner acknowledges that this Agreement serves as an exception to Local Government Code Section 43.052, requiring a municipality to use certain statutory procedures under an annexation plan. Furthermore, the Owner hereby waives any and all vested rights and claims that they may have under Section 43.002(a)(2) and Chapter 245 of the Texas Local Government Code that would otherwise exist by virtue of any actions Owner has taken in violation of Section 2 herein.

Section 4. Pursuant to Sections 43.035(b)(1)(B) of the Texas Local Government Code, the City is authorized to enforce all of the City's regulations and planning authority that do not materially interfere with the use of the Property for agriculture, wildlife management, or timber, in the same manner the regulations are enforced within the City's boundaries. The City states and specifically reserves its authority pursuant to Chapter 251 of the Texas Local Government Code to exercise eminent domain over property that is subject to a Chapter 43 and/or Chapter 212 development agreement.

Section 5. The term of the Agreement (the "Term") is fifteen (15) years from the date that the City Manager's signature to this Agreement is acknowledged by a public notary.

The Owner, and all of the Owner's heirs, successors and assigns shall be deemed to have filed a petition for voluntary annexation before the end of the Term, for annexation of the Property to be completed on or after the end of the Term. Prior to the end of the Term, the City may commence the voluntary annexation of the Property. In connection with annexation pursuant to this section, the Owners hereby waive any vested rights they may have under Section 43.002(a)(2) and Chapter 245 of the Texas Local Government Code that would otherwise exist by virtue of any plat or construction any of the owners may initiate during the time between the expiration of the Agreement and the institution of annexation proceedings by the City.

Section 6. Property annexed pursuant to this Agreement will initially be zoned R1-Single Residential pursuant to the City's Code of Ordinances, pending determination of the property's permanent zoning in accordance with the provisions of applicable law and the City's Code of Ordinances.

Section 7. Any person who sells or conveys any portion of the Property shall, prior to such sale or conveyance, give written notice of this Agreement to the prospective purchaser or grantee, and shall give written notice of the sale or conveyance to the City. Furthermore, the Owner and the Owner's heirs, successor, and assigns shall give the City written notice within 14 days of any change in the agricultural exemption status of the Property. A copy of either notice required by this section shall be forwarded to the City at the following address.

City of Taylor
Attn: City Manager
400 Porter Street
Taylor, Texas 76574

Section 8. This Agreement shall run with the Property and be recorded in the real property records of Williamson County, Texas.

Section 9. If a court of competent jurisdiction determines that any covenant of this Agreement is void or unenforceable, including the covenants regarding involuntary annexation, then the remainder of this Agreement shall remain in full force and effect.

Section 10. This Agreement may be enforced by any Owner or the City by and proceeding at law or in equity. Failure to do so shall not be deemed a waiver to enforce the provisions of this Agreement thereafter.

Section 11. No subsequent change in the law regarding annexation shall affect the enforceability of this Agreement or the City's ability to annex the properties covered herein pursuant to the terms of this Agreement.

Section 12. Venue for this Agreement shall be in Williamson, County, Texas.

Section 13. This Agreement may be separately executed in individual counterparts and, upon execution, shall constitute one and the same instrument.

Section 14. This Agreement shall survive its termination to the extent necessary for the implementation of the provisions of Section 3, 4, and 5 herein.

Please attach a copy of your deed in order for this agreement to be in effect.

Entered into this 6th day of October, 2010.

x Larry Olson
Owner Signature
Printed Name: Larry Olson

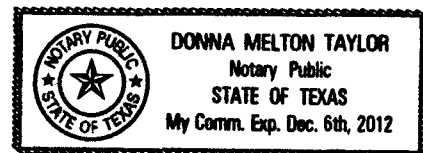
Owner Signature
Printed Name: _____

Owner Signature
Printed Name: _____

THE STATE OF TEXAS }
COUNTY OF WILLIAMSON }

This instrument was acknowledged before me on the day of
Oct 6, 2010, by Larry Olson, Owner.
Donna Melton Taylor
Notary Public, State of Texas

THE STATE OF TEXAS }
COUNTY OF WILLIAMSON }



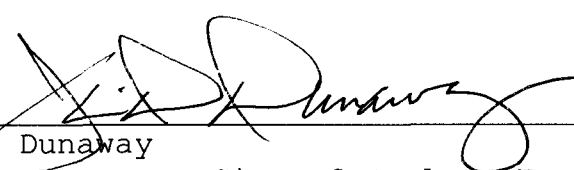
This instrument was acknowledged before me on the day of
_____, 2010, by _____, Owner.

Notary Public, State of Texas

THE STATE OF TEXAS }
COUNTY OF WILLIAMSON }

This instrument was acknowledged before me on the day of
_____, 2010, by _____, Owner.

Notary Public, State of Texas

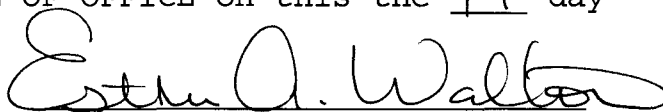


Jim Dunaway
City Manager, City of Taylor, Texas

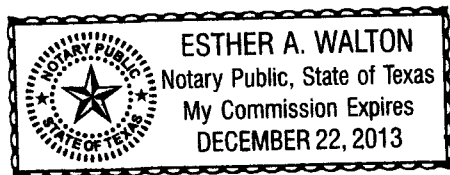
THE STATE OF TEXAS
COUNTY OF WILLIAMSON

BEFORE ME, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared Jim Dunaway, City Manager, known to me to be the person and officer whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed same for and as the act and deed of the City of Taylor, Texas, and for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the 19th day of November, 2010.



Notary Public, State of Texas



**Special Warranty Deed**

Date: February 16, 2009

Grantor: Larry A. Olson, Independent Executor of the Estate of Edna L. Billings, deceased

Grantor's Mailing Address:

Larry A. Olson, Independent Executor of the Estate of Edna L. Billings
1111 West 12, Suite 120
Austin, Texas 78703

Grantee: Larry A. Olson

Grantee's Mailing Address:

1111 West 12, Suite 120
Austin, Texas 78703

Consideration:

Cash and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged.

Property (including any improvements):

See Attached Exhibit A.

Reservations from Conveyance:

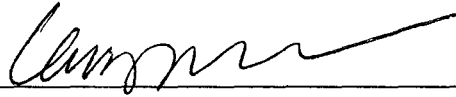
None

Exceptions to Conveyance and Warranty:

None

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 heirs, successors, and assigns forever. Grantor binds Grantor and Grantor's heirs and successors to warrant and forever defend all and singular the Property to Grantee and Grantee's heirs, 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.

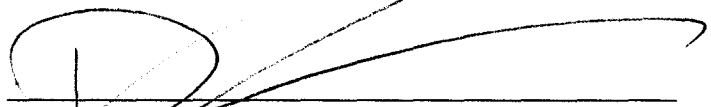
When the context requires, singular nouns and pronouns include the plural.



Larry A. Olson, Independent Executor of the Estate of
Edna L. Billings

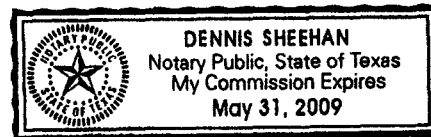
STATE OF TEXAS)
)
COUNTY OF TRAVIS)

This instrument was acknowledged before me on 16 Feb, 2009, by Larry A. Olson, Independent Executor of the Estate of Edna L. Billings, deceased.



Notary Public, State of Texas

My commission expires: _____



AFTER RECORDING RETURN TO:

Larry A. Olson
1111 West 12, Suite 120
Austin, Texas 78703

EXHIBIT "A"

A 25.027 acre parcel or tract of land, lying and being situated in Williamson County, Texas, a part of the John Thomas Survey, Abstract No. 610, and out of and a part of a 178.40_ acre tract of land conveyed to Edgar D. Olson and Edna L. Harris by deed dated December 16, 1967, of record in volume 504, Page 33 of the deed records of Williamson County, Texas, and more fully described by metes and bounds as follows:

BEGINNING at a point in the South right-of-way line of County Road no. 100 (now County Road #394), and an iron pipe set, and the N. E. Corner of said 178.40 acre tract, as now used upon the ground, and the N. W. Corner of a 500 acre tract of land at one time owned by Mary Burns Mandel (original corners are now situated in the right of way of said Road), and the N.E. corner and PLACE OF BEGINNING of this,

THENCE, S 70° 46' 18" W 757.28 feet along the South right-of-way line of said Road, and North line of this, to an iron pipe set, and the N. W. Corner of this,

THENCE along the West line of this the following courses:

S 16° 35' 19" S 160.63 feet to an iron pipe set,

S 11° 46' 25" W 228.60 " " " " ",

S 31° 06' 31" S 586.20 " " " " ",

S 54° 42' 16" E 702.58 " " " " ",

N 75° 32' 32" ii 369.25 feet to a point in the East line of the said 178.40 acre tract, and an iron pipe set, and the South Corner of this,

THENCE 19° 45' W 1,533.00 feet along the East line of the said 178.40 acre tract to the PLACE OF BEGINNING and containing 25.027 acres of land. Subject to an easement for a pipe line constructed by the Lone Star Gas Company, of record in Volume 476, Page 239 of the deed records of Williamson County, Texas.

FILED AND RECORDED
OFFICIAL PUBLIC RECORDS 2009015374

Nancy E. Rister

03/09/2009 02:51 PM

SURRATT \$24.00

NANCY E. RISTER, COUNTY CLERK
WILLIAMSON COUNTY, TEXAS

TAYLOR & ASSOCIATES
(5) 745 E MULBERRY STE 600
SAN ANTONIO, TX 78212

Larry A Olson
1111 West 12th St, #120
Austin, Texas 78703
512.762.7879

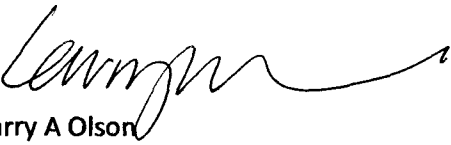
15 October 2011

ATTN: Jim Dunaway, City Manager
City of Taylor
400 Porter St
Taylor, Texas 76574

Attached you will find Development Agreements for both **R020983** and **R020985** (see attached City of Taylor map). Both agreements have been signed and notarized. We have also attached copies of our deeds as required in your letter dated September 17th, 2011.

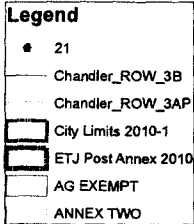
We look forward to seeing you at the public hearings on your proposed annexation.

If you have any questions or need additional information, you can contact me at 512-762-7879.



Larry A Olson
Edgar D Olson

**Exhibit: Annex Two 2010
Chandler Road Alignment**



CHAPTER 43 TEXAS LOCAL GOVERNMENT CODE
DEVELOPMENT AGREEMENT

This Agreement is entered into pursuant to Sections 43.035 and 212.172 of the Texas Local Government Code by and between the City of Taylor, Texas, (the "City") and the undersigned property owner(s) (the "Owner"). The term "Owner" includes all owners of the Property.

WHEREAS, the Owner owns a parcel of real property (the "Property") in Williamson, County, Texas, which is more particularly and separately described in the attached Exhibit "A"; and

WHEREAS, the City has begun the process to institute annexation proceedings on all or portions of Owner's Property and will hold public hearings on October 21st and November 4th, 2010;

WHEREAS, the Owner desires to have the Property remain in the City's extraterritorial jurisdiction, in consideration for which the Owner agrees to enter into this Agreement; and

WHEREAS, this Agreement is entered into pursuant to Sections 43.035 and 212.172 of the Texas Local Government Code, in order to address the desires of the Owner and the procedures of the City; and

WHEREAS, the Owner and the City acknowledge that this Agreement is binding upon the City and the Owner and their respective successors, heirs, and assigns for the term (defined below) of this Agreement; and

WHEREAS, this Development Agreement is to be recorded in the Real Property Records of Williamson County.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties hereto agree as follows:

Section 1. The City guarantees the continuation of the extraterritorial status of the Owner's Property, its immunity from annexation by the City, and its immunity from City property taxes, for the term of this Agreement, subject to the provisions of this Agreement. Except as provided in this Agreement, the City agrees not to annex the Property, agrees not to involuntarily institute proceedings to annex the Property, and

further agrees not to include the Property in a statutory annexation plan for the Term of the Agreement. However, if the Property is annexed pursuant to the terms of this Agreement, then the City shall provide services to the Property pursuant to Chapter 43 of the Texas Local Government Code.

Section 2. The Owner covenants and agrees not to use the Property for any use other than for agriculture, wildlife management, and/or timber land consistent with Chapter 23 of the Texas Tax Code, except for the existing single-family residential use of the property, without the prior written consent of the City.

The Owner covenants and agrees that the Owner will not file any type of subdivision plat or related development document for the Property with Williamson County or the City until the Property has been annexed into, and zoned by, the City.

The Owner covenants and agrees not to construct, or allow to be constructed, any buildings on the Property that would require a building permit if the Property were in the city limits, until the Property has been annexed into, and zoned by, the City. The Owner also covenants and agrees that the City's RA - Rural Agricultural zoning requirements apply to the Property, except when inconsistent with this Agreement in which case this Agreement shall apply, and that the Property shall be used only for RA - Rural Agricultural zoning uses that exist on that Property at the time of the execution of this Agreement, unless otherwise provided in this Agreement. However, the Owner may construct an accessory structure to an existing single family dwelling which is reasonable and necessary for the agricultural, wildlife management, and/or timber land purpose, after notification to and approval by the City of such action and in compliance with all applicable City ordinances and codes.

The Owner acknowledges that each and every owner of the Property must sign this Agreement in order for the Agreement to take full effect, and the Owner who signs this Agreement covenants and agrees, jointly and severably, to indemnify, hold harmless, and defend the City against any and all legal claims, by and person claiming an ownership interest in the Property who has not signed the Agreement, arising in any way from the City's reliance on this Agreement.

Section 3. The Owner acknowledges that if any part or related development document is filed in violation of this Agreement, or if the Owner commences development of the Property in violation

of this Agreement, then in addition to the City's other remedies, such act will constitute a petition for voluntary annexation by the Owner, and the Property will be subject to the annexation at the discretion of the City Council. The Owner agrees that such annexation shall be voluntary and the Owner hereby consents to such annexation as though a petition for such annexation had been tendered by the Owner.

If annexation proceedings begin pursuant to this Section, the Owner acknowledges that this Agreement serves as an exception to Local Government Code Section 43.052, requiring a municipality to use certain statutory procedures under an annexation plan. Furthermore, the Owner hereby waives any and all vested rights and claims that they may have under Section 43.002(a)(2) and Chapter 245 of the Texas Local Government Code that would otherwise exist by virtue of any actions Owner has taken in violation of Section 2 herein.

Section 4. Pursuant to Sections 43.035(b)(1)(B) of the Texas Local Government Code, the City is authorized to enforce all of the City's regulations and planning authority that do not materially interfere with the use of the Property for agriculture, wildlife management, or timber, in the same manner the regulations are enforced within the City's boundaries. The City states and specifically reserves its authority pursuant to Chapter 251 of the Texas Local Government Code to exercise eminent domain over property that is subject to a Chapter 43 and/or Chapter 212 development agreement.

Section 5. The term of the Agreement (the "Term") is fifteen (15) years from the date that the City Manager's signature to this Agreement is acknowledged by a public notary.

The Owner, and all of the Owner's heirs, successors and assigns shall be deemed to have filed a petition for voluntary annexation before the end of the Term, for annexation of the Property to be completed on or after the end of the Term. Prior to the end of the Term, the City may commence the voluntary annexation of the Property. In connection with annexation pursuant to this section, the Owners hereby waive any vested rights they may have under Section 43.002(a)(2) and Chapter 245 of the Texas Local Government Code that would otherwise exist by virtue of any plat or construction any of the owners may initiate during the time between the expiration of the Agreement and the institution of annexation proceedings by the City.

Section 6. Property annexed pursuant to this Agreement will initially be zoned R1-Single Residential pursuant to the City's Code of Ordinances, pending determination of the property's permanent zoning in accordance with the provisions of applicable law and the City's Code of Ordinances.

Section 7. Any person who sells or conveys any portion of the Property shall, prior to such sale or conveyance, give written notice of this Agreement to the prospective purchaser or grantee, and shall give written notice of the sale or conveyance to the City. Furthermore, the Owner and the Owner's heirs, successor, and assigns shall give the City written notice within 14 days of any change in the agricultural exemption status of the Property. A copy of either notice required by this section shall be forwarded to the City at the following address.

City of Taylor
Attn: City Manager
400 Porter Street
Taylor, Texas 76574

Section 8. This Agreement shall run with the Property and be recorded in the real property records of Williamson County, Texas.

Section 9. If a court of competent jurisdiction determines that any covenant of this Agreement is void or unenforceable, including the covenants regarding involuntary annexation, then the remainder of this Agreement shall remain in full force and effect.

Section 10. This Agreement may be enforced by any Owner or the City by and proceeding at law or in equity. Failure to do so shall not be deemed a waiver to enforce the provisions of this Agreement thereafter.

Section 11. No subsequent change in the law regarding annexation shall affect the enforceability of this Agreement or the City's ability to annex the properties covered herein pursuant to the terms of this Agreement.

Section 12. Venue for this Agreement shall be in Williamson, County, Texas.

Section 13. This Agreement may be separately executed in individual counterparts and, upon execution, shall constitute one and the same instrument.

Section 14. This Agreement shall survive its termination to the extent necessary for the implementation of the provisions of Section 3, 4, and 5 herein.

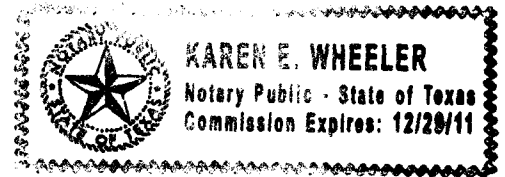
Please attach a copy of your deed in order for this agreement to be in effect.

Entered into this 8 day of Oct., 2010.

Charlotte Davis
Owner Signature
Printed Name: Charlotte Davis

Owner Signature
Printed Name: _____

Owner Signature
Printed Name: _____



THE STATE OF TEXAS }
COUNTY OF ~~WILLIAMSON~~ Bell ^{OK} Kew

This instrument was acknowledged before me on the 8th day of Oct., 2010, by Charlotte Davis, Owner.
Karen E. Wheeler
Notary Public, State of Texas

THE STATE OF TEXAS}
COUNTY OF WILLIAMSON}

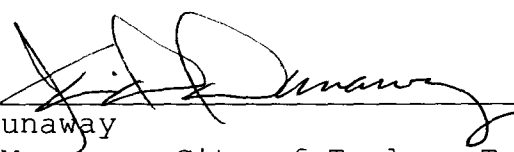
This instrument was acknowledged before me on the day of _____, 2010, by _____, Owner.

Notary Public, State of Texas

THE STATE OF TEXAS}
COUNTY OF WILLIAMSON}

This instrument was acknowledged before me on the day of _____, 2010, by _____, Owner.

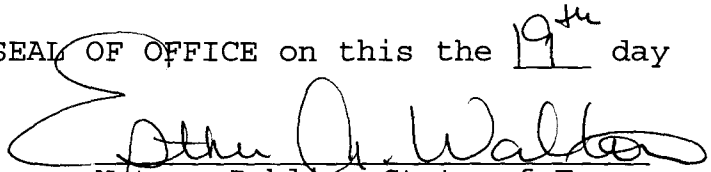
Notary Public, State of Texas

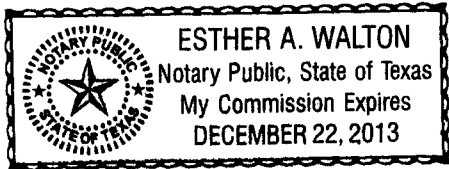

Jim Dunaway
City Manager, City of Taylor, Texas

THE STATE OF TEXAS
COUNTY OF WILLIAMSON

BEFORE ME, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared Jim Dunaway, City Manager, known to me to be the person and officer whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed same for and as the act and deed of the City of Taylor, Texas, and for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the 19th day of November, 2010.


Notary Public, State of Texas



CHAPTER 43 TEXAS LOCAL GOVERNMENT CODE
DEVELOPMENT AGREEMENT

This Agreement is entered into pursuant to Sections 43.035 and 212.172 of the Texas Local Government Code by and between the City of Taylor, Texas, (the "City") and the undersigned property owner(s) (the "Owner"). The term "Owner" includes all owners of the Property.

WHEREAS, the Owner owns a parcel of real property (the "Property") in Williamson, County, Texas, which is more particularly and separately described in the attached Exhibit "A"; and

WHEREAS, the City has begun the process to institute annexation proceedings on all or portions of Owner's Property and will hold public hearings on October 21st and November 4th, 2010;

WHEREAS, the Owner desires to have the Property remain in the City's extraterritorial jurisdiction, in consideration for which the Owner agrees to enter into this Agreement; and

WHEREAS, this Agreement is entered into pursuant to Sections 43.035 and 212.172 of the Texas Local Government Code, in order to address the desires of the Owner and the procedures of the City; and

WHEREAS, the Owner and the City acknowledge that this Agreement is binding upon the City and the Owner and their respective successors, heirs, and assigns for the term (defined below) of this Agreement; and

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City of Taylor
Attn: City Manager
400 Porter Street
Taylor, Texas 76574

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Section 14. This Agreement shall survive its termination to the extent necessary for the implementation of the provisions of Section 3, 4, and 5 herein.

Please attach a copy of your deed in order for this agreement to be in effect.

Entered into this 8 day of Oct., 2010.

Charlotte Davis

Owner Signature

Printed Name:

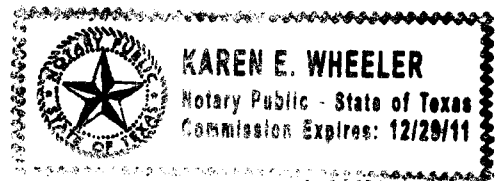
Charlotte Davis

Owner Signature

Printed Name:

Owner Signature

Printed Name:



THE STATE OF TEXAS }
COUNTY OF ~~WILLIAMSON~~

Bell ^{OK} Rew

8th

This instrument was acknowledged before me on the day of Oct., 2010, by Charlotte Davis, Owner.

Karen E. Wheeler
Notary Public, State of Texas

THE STATE OF TEXAS }
COUNTY OF WILLIAMSON }

This instrument was acknowledged before me on the day of _____, 2010, by _____, Owner.

Notary Public, State of Texas

THE STATE OF TEXAS }
COUNTY OF WILLIAMSON }

This instrument was acknowledged before me on the day of _____, 2010, by _____, Owner.

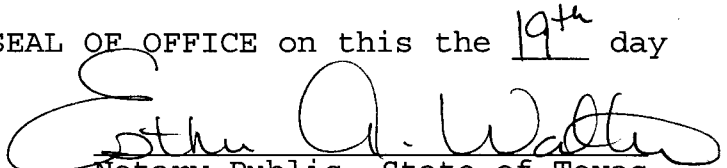
Notary Public, State of Texas

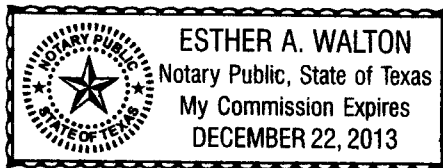

Jim Dunaway
City Manager, City of Taylor, Texas

THE STATE OF TEXAS
COUNTY OF WILLIAMSON

BEFORE ME, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared Jim Dunaway, City Manager, known to me to be the person and officer whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed same for and as the act and deed of the City of Taylor, Texas, and for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the 19th day of November, 2010.


Notary Public, State of Texas



**CHARLES MERVIN WALKER,
INDIVIDUALLY AND AS
INDEPENDENT EXECUTOR
FOR THE ESTATE OF
GRACE E. WALKER, DECEASED**

TO

CHARLOTTE LYN DAVIS

*For
R-020893
R-020891*

EXECUTOR'S DEED

STATE OF TEXAS,
COUNTY OF WILLIAMSON.

§
§
§

THAT, WHEREAS, the Last Will of Grace E. Walker, Deceased, was duly admitted to probate on the 26th day of October, 1998, by the County Court at Law No. 1 of Williamson County, Texas, and Charles Mervin Walker was appointed Executor of the Will on November 3, 1998; and

WHEREAS, Grace E. Walker, by her Will, devised the following described real property to Charlotte Lyn Walker, now Charlotte Lyn Davis, subject to a life estate in the real property to Charles Mervin Walker; and

WHEREAS, Charles Mervin Walker, Individually and as Independent Executor of the Estate of Grace E. Walker, Deceased, desires to convey all right, title and interest, including any life estate interest held by Charles Mervin Walker, in the real property to Charlotte Lyn Davis so she will hold the full fee simple interest in the real property.

NOW, THEREFORE, I, Charles Mervin Walker, acting in my capacity as Independent Executor of the Will of the Estate of Grace E. Walker, Deceased, and Individually, for and in consideration of

the sum of TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable consideration to me this day cash in hand paid by CHARLOTTE LYN DAVIS, hereinafter called "Grantee", the receipt of which is hereby acknowledged and confessed, and for which no lien express or implied, is herein retained; and

Have GRANTED, SOLD AND CONVEYED, and by these presents does GRANT, SELL AND CONVEY unto CHARLOTTE LYN DAVIS of 4605 Danbury, Temple, Bell County, Texas 76502, herein called Grantee, the following described real property, to-wit:

- (1) Being the South fifty (50) feet of Lot Eight (8), Block Seventy (70), Doak's Addition to the City of Taylor, Williamson County, Texas, according to the Map or Plat of said Addition of record in Book 56, Page 483, Deed Records of Williamson County, Texas, SUBJECT to all valid easements and restrictions of record, and being more fully described in a Deed of Gift dated March 24, 1980, from Walter S. Eulenfeld and wife, Lydia Eulenfeld, to Grace E. Walker, recorded in Volume 790, Page 650, Deed Records of Williamson County, Texas.
- (2) Being all those certain tracts or parcels of land lying and being situated in Williamson County, Texas, being a part of the Silas Palmer Survey, and being more fully described by metes and bounds as follows, to-wit:

FIRST TRACT:

BEGINNING at a stone mound in the South line of said Palmer Survey, distant 1745 varas from both the Northwest and Southeast corners of said Survey;

THENCE North 19 West, with the dividing line between the Hugh Burns tract of land, and the I. T. Talbot lands, 340.47 varas a stone mound for corner;

THENCE South 71 West 829 varas to a stone in the center of land, for corner;

THENCE South 19 East 340.47 varas to a stone mound in the South line of said Palmer Survey, for the Southwest corner hereof;

CHAPTER 43 TEXAS LOCAL GOVERNMENT CODE
DEVELOPMENT AGREEMENT

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WHEREAS, the City has begun the process to institute annexation proceedings on all or portions of Owner's Property and will hold public hearings on October 21st and November 4th, 2010;

WHEREAS, the Owner desires to have the Property remain in the City's extraterritorial jurisdiction, in consideration for which the Owner agrees to enter into this Agreement; and

WHEREAS, this Agreement is entered into pursuant to Sections 43.035 and 212.172 of the Texas Local Government Code, in order to address the desires of the Owner and the procedures of the City; and

WHEREAS, the Owner and the City acknowledge that this Agreement is binding upon the City and the Owner and their respective successors, heirs, and assigns for the term (defined below) of this Agreement; and

WHEREAS, this Development Agreement is to be recorded in the Real Property Records of Williamson County.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties hereto agree as follows:

Section 1. The City guarantees the continuation of the extraterritorial status of the Owner's Property, its immunity from annexation by the City, and its immunity from City property taxes, for the term of this Agreement, subject to the provisions of this Agreement. Except as provided in this Agreement, the City agrees not to annex the Property, agrees not to involuntarily institute proceedings to annex the Property, and

further agrees not to include the Property in a statutory annexation plan for the Term of the Agreement. However, if the Property is annexed pursuant to the terms of this Agreement, then the City shall provide services to the Property pursuant to Chapter 43 of the Texas Local Government Code.

Section 2. The Owner covenants and agrees not to use the Property for any use other than for agriculture, wildlife management, and/or timber land consistent with Chapter 23 of the Texas Tax Code, except for the existing single-family residential use of the property, without the prior written consent of the City.

The Owner covenants and agrees that the Owner will not file any type of subdivision plat or related development document for the Property with Williamson County or the City until the Property has been annexed into, and zoned by, the City.

The Owner covenants and agrees not to construct, or allow to be constructed, any buildings on the Property that would require a building permit if the Property were in the city limits, until the Property has been annexed into, and zoned by, the City. The Owner also covenants and agrees that the City's RA - Rural Agricultural zoning requirements apply to the Property, except when inconsistent with this Agreement in which case this Agreement shall apply, and that the Property shall be used only for RA - Rural Agricultural zoning uses that exist on that Property at the time of the execution of this Agreement, unless otherwise provided in this Agreement. However, the Owner may construct an accessory structure to an existing single family dwelling which is reasonable and necessary for the agricultural, wildlife management, and/or timber land purpose, after notification to and approval by the City of such action and in compliance with all applicable City ordinances and codes.

The Owner acknowledges that each and every owner of the Property must sign this Agreement in order for the Agreement to take full effect, and the Owner who signs this Agreement covenants and agrees, jointly and severably, to indemnify, hold harmless, and defend the City against any and all legal claims, by and person claiming an ownership interest in the Property who has not signed the Agreement, arising in any way from the City's reliance on this Agreement.

Section 3. The Owner acknowledges that if any ^{GRS} ~~plat~~ ^{MS} ~~part~~ or related development document is filed in violation of this Agreement, or if the Owner commences development of the Property in violation

of this Agreement, then in addition to the City's other remedies, such act will constitute a petition for voluntary annexation by the Owner, and the Property will be subject to the annexation at the discretion of the City Council. The Owner agrees that such annexation shall be voluntary and the Owner hereby consents to such annexation as though a petition for such annexation had been tendered by the Owner.

If annexation proceedings begin pursuant to this Section, the Owner acknowledges that this Agreement serves as an exception to Local Government Code Section 43.052, requiring a municipality to use certain statutory procedures under an annexation plan. Furthermore, the Owner hereby waives any and all vested rights and claims that they may have under Section 43.002(a)(2) and Chapter 245 of the Texas Local Government Code that would otherwise exist by virtue of any actions Owner has taken in violation of Section 2 herein.

Section 4. Pursuant to Sections 43.035(b)(1)(B) of the Texas Local Government Code, the City is authorized to enforce all of the City's regulations and planning authority that do not materially interfere with the use of the Property for agriculture, wildlife management, or timber, in the same manner the regulations are enforced within the City's boundaries. The City states and specifically reserves its authority pursuant to Chapter 251 of the Texas Local Government Code to exercise eminent domain over property that is subject to a Chapter 43 and/or Chapter 212 development agreement.

Section 5. The term of the Agreement (the "Term") is fifteen (15) years from the date that the City Manager's signature to this Agreement is acknowledged by a public notary.

The Owner, and all of the Owner's heirs, successors and assigns shall be deemed to have filed a petition for voluntary annexation before the end of the Term, for annexation of the Property to be completed on or after the end of the Term. Prior to the end of the Term, the City may commence the voluntary annexation of the Property. In connection with annexation pursuant to this section, the Owners hereby waive any vested rights they may have under Section 43.002(a)(2) and Chapter 245 of the Texas Local Government Code that would otherwise exist by virtue of any plat or construction any of the owners may initiate during the time between the expiration of the Agreement and the institution of annexation proceedings by the City.

Section 6. Property annexed pursuant to this Agreement will initially be zoned R1-Single Residential pursuant to the City's Code of Ordinances, pending determination of the property's permanent zoning in accordance with the provisions of applicable law and the City's Code of Ordinances.

Section 7. Any person who sells or conveys any portion of the Property shall, prior to such sale or conveyance, give written notice of this Agreement to the prospective purchaser or grantee, and shall give written notice of the sale or conveyance to the City. Furthermore, the Owner and the Owner's heirs, successor, and assigns shall give the City written notice within 14 days of any change in the agricultural exemption status of the Property. A copy of either notice required by this section shall be forwarded to the City at the following address.

City of Taylor
Attn: City Manager
400 Porter Street
Taylor, Texas 76574

Section 8. This Agreement shall run with the Property and be recorded in the real property records of Williamson County, Texas.

Section 9. If a court of competent jurisdiction determines that any covenant of this Agreement is void or unenforceable, including the covenants regarding involuntary annexation, then the remainder of this Agreement shall remain in full force and effect.

Section 10. This Agreement may be enforced by any Owner or the City by and proceeding at law or in equity. Failure to do so shall not be deemed a waiver to enforce the provisions of this Agreement thereafter.

Section 11. No subsequent change in the law regarding annexation shall affect the enforceability of this Agreement or the City's ability to annex the properties covered herein pursuant to the terms of this Agreement.

Section 12. Venue for this Agreement shall be in Williamson, County, Texas.

Section 13. This Agreement may be separately executed in individual counterparts and, upon execution, shall constitute one and the same instrument.

Section 14. This Agreement shall survive its termination to the extent necessary for the implementation of the provisions of Section 3, 4, and 5 herein.

Please attach a copy of your deed in order for this agreement to be in effect.

Entered into this 15th day of October, 2010.

[Signature]
Owner Signature

Printed Name: Minerva G. SANCHEZ

[Signature]
Owner Signature

Printed Name: GUADALUPE R SANCHEZ

Owner Signature
Printed Name: _____

THE STATE OF TEXAS }
COUNTY OF WILLIAMSON }

This instrument was acknowledged before me on the day of October 15, 2010, by Minerva G. Sanchez, Owner.

[Signature]
Notary Public, State of Texas

THE STATE OF TEXAS }
COUNTY OF WILLIAMSON }

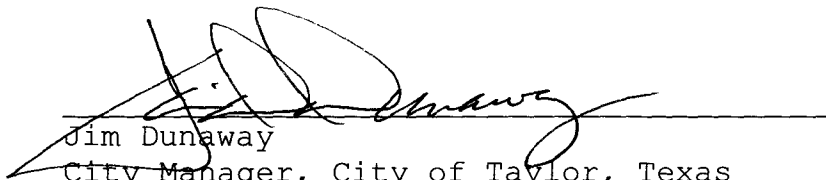
This instrument was acknowledged before me on the day of October 18, 2010, by Guadalupe R. Sanchez, Owner.

[Signature]
Notary Public, State of Texas

THE STATE OF TEXAS }
COUNTY OF WILLIAMSON }

This instrument was acknowledged before me on the day of _____, 2010, by _____, Owner.

Notary Public, State of Texas

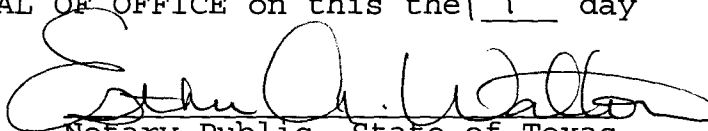

Jim Dunaway

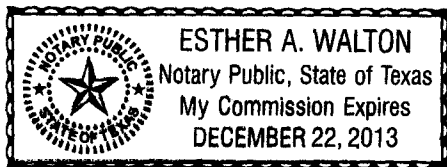
City Manager, City of Taylor, Texas

THE STATE OF TEXAS
COUNTY OF WILLIAMSON

BEFORE ME, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared Jim Dunaway, City Manager, known to me to be the person and officer whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed same for and as the act and deed of the City of Taylor, Texas, and for the purposes and consideration therein expressed and in the capacity therein stated.

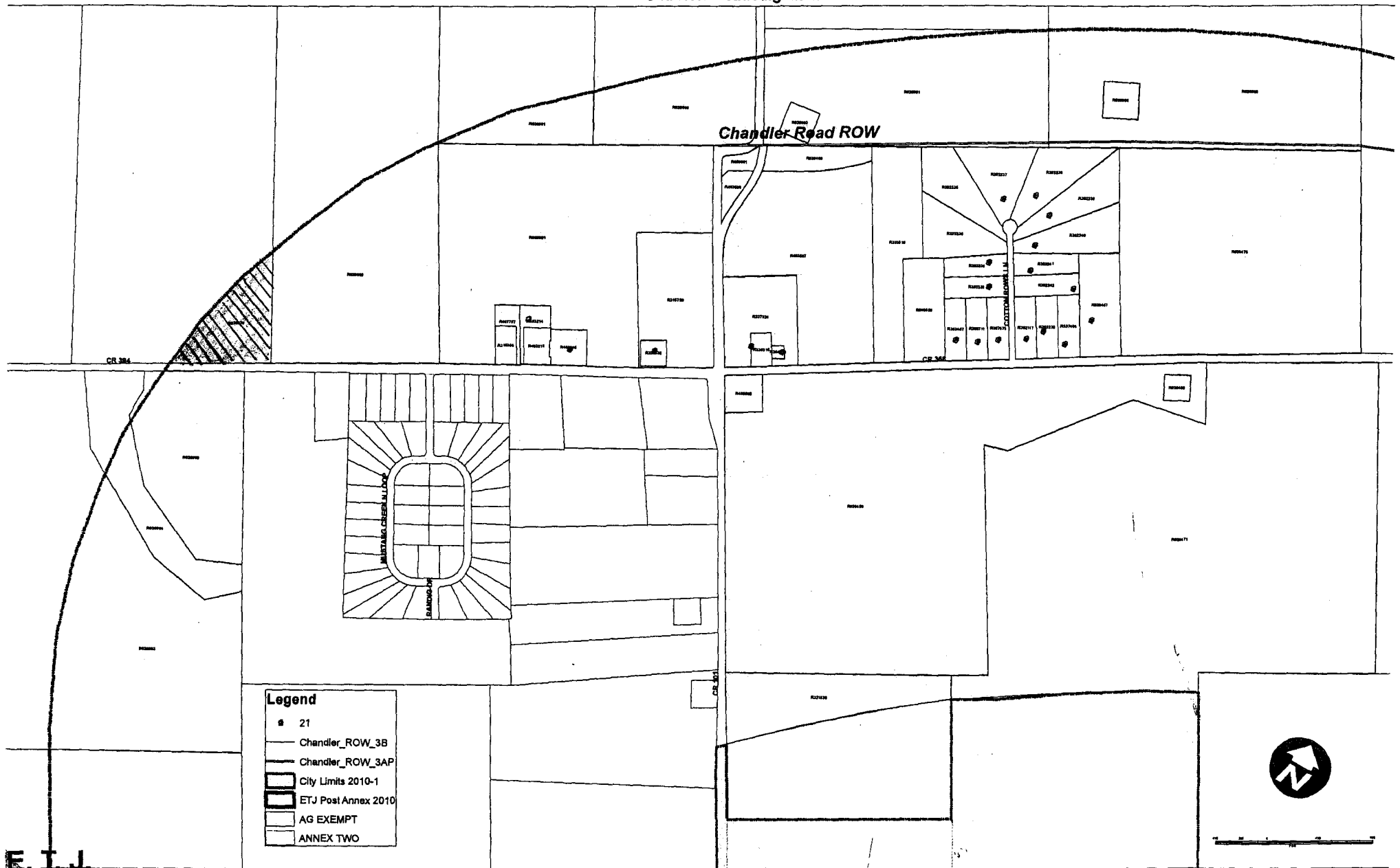
GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the 19th day of November, 2010.


Notary Public, State of Texas



Attached to this document is an Exhibit "A" consisting of 2 pages and a one (1) page Addendum.

Exhibit: Annex Two 2010
Chandler Road Alignment



GRS
MGS

Exhibit "A", Page 2

The term Property as used in this document includes only that part of Owner's tract of land that is lined and shaded in this Exhibit "A". Specifically, Property is only the Southeast corner of the Owner's tract of land as described and marked in Exhibit A, Page 1.

GRS
MGS

ADDENDUM

- (1) As the term Property is used in this document, it shall include only that part of Owner's tract of land described in Exhibit "A".
- (2) Section 2, paragraph 3, lines 11-16, the sentence, "However, the Owner may construct an accessory structure to an existing single family dwelling which is reasonable and necessary for the agricultural, wildlife management, and/or timber land purpose, after notification to and approval by the City of such action and in compliance with all applicable City ordinances and codes", does not preclude nor prevent the Owner from construction of additions or improvements to their existing single family dwelling.

GRS
MS

Ronald H. Johnson, Et Al TO: W/D w V/L Guadalupe R. Sanchez, Et Ux

THE STATE OF TEXAS #
 # KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF WILLIAMSON #

That we, RONALD H. JOHNSON, of 312 Windy Lane, Cedar Hill, Texas, 75104, and DENNIS O. JOHNSON, of 2800 FM 1660, Hutto, Texas, 78634, individually and as Independent Executors of the Estate of Amy Johnson, Deceased; LAVERNE A. FREE of 3208 Hemlock, Austin, Texas, 78722; PATSY HECKMANN of 502 Bismark, Seguin, Texas, 78155; TRAUGOTT LESTER JOHNSON of 1442 Phillip Dr. Jacksonville, AR 72076; RALPH AUGUST JOHNSON of 121 Jonath Loop; JOHANNA AMANDA JOHNSON COMBATTI of 1404 Hyridge, Round Rock, Texas, 78664; and ALMA JEAN JOHNSON of Rt. 1, Box 29E, Georgetown, Texas, 78626, as Grantors, not joined by our respective spouses herein for the reason that the hereinafter described property is a part of our separate properties and estates and forms no part of any homestead now claimed by any of us, for and in consideration of the sum of TEN DOLLARS (\$10.00) and other good and valuable cash consideration to us this day paid by Grantees hereinafter named, the receipt whereof is hereby acknowledged and confessed, and for the payment of which other good and valuable consideration, no lien, express or implied, is in any manner herein retained; and,

For the further consideration of the sum of ONE HUNDRED FIFTY FOUR THOUSAND EIGHT HUNDRED and NO/100 (\$154,800.00) DOLLARS secured to be paid in accordance with One (1) certain promissory note, bearing even date herewith, executed by Grantees herein, payable to the order of FARM CREDIT BANK OF TEXAS at its office in the City of Austin, Travis County, Texas, and bearing interest and payable as therein stated, containing the usual and customary provisions and attorneys fee clauses, and in the event of default being additionally secured by a Deed of Trust lien with power of sale as evidenced by a Deed of Trust of even date herewith from Grantees to Arnold R. Henson, Trustee, for the benefit of the holder of said note.

HAVE GRANTED, SOLD and CONVEYED and by these presents do GRANT, SELL and CONVEY unto Grantees, GUADALUPE R. SANCHEZ and wife, MINERVA G. SANCHEZ, of 950 County Road 109, Georgetown, Texas, 78626, the following described real property:

BEING 220.01 acres of land out of the John Thomas Survey, Abstract No. 610, Williamson County, Texas, and being more particularly described in EXHIBIT A attached hereto and made a part hereof as if copied at this place verbatim.

TO HAVE AND TO HOLD the above described premises, together with all and singular the rights and appurtenances thereto, in anywise belonging unto the said Grantees, their heirs and assigns, forever; and we do hereby bind ourselves, our heirs, executors, successors, administrators and assigns, to WARRANT and FOREVER DEFEND all and singular the said premises unto the said Grantees, their heirs and assigns, against every person whomsoever lawfully claiming, or to claim the same, or any part thereof, subject however to all valid restrictions, reservations, and easements which are of record applicable to the property hereinabove described and conveyed.

But, it is expressly agreed and stipulated that the Vendor's Lien and Superior Title is retained against the above described property, SAVE AND EXCEPT a tract of 5.00 acres out of the above described tract of 220.01 acres of land, which said 5.00 acre tract is more particularly described in EXHIBIT B attached hereto and made a part hereof as if copied at this place verbatim, until the indebtedness above mentioned and described as evidenced by the hereinabove described note, principal and interest, is fully paid, according to its face and tenor, effect and reading, when this Deed shall become absolute, and the liens securing the payment of said note shall be released at the cost and expense of Grantees, their heirs and assigns.

And we, the Grantors herein, for value received as aforesaid and the payment of the sum of \$154,800.00 of the purchase price of said premises by FARM CREDIT BANK OF TEXAS, have transferred and assigned and by these presents do transfer and assign, without recourse on us, or any one of us, in any event, unto said FARM CREDIT BANK OF TEXAS, the Vendor's Lien herein retained, together with all the rights, equities and superior title thereto securing the payment of said note as aforesaid.

Possession of the premises is delivered to Grantees with this conveyance, subject to the rights of Jerry Wayne Roznovak, who has the premises leased for agricultural purposes through December 31, 1997.

Grantors agree to pay all ad valorem taxes on the premises herein conveyed to include the year of 1995, and taxes for 1996 are prorated between the parties as of the date of this conveyance.

WITNESS OUR HANDS on this the 6th day of DECEMBER, 1996.

Dennis O. Johnson

Dennis O. Johnson,
Individually as as Independent
Executor of the Estate of
Amy Johnson, Deceased

Ronald H. Johnson

Ronald H. Johnson,
Individually and as Independent
Executor of the Estate of
Amy Johnson, Deceased

Patsy Heckmann

Patsy Heckmann

LaVerne A. Free

LaVerne A. Free

Ralph August Johnson

Ralph August Johnson

Traugott Lester Johnson

Traugott Lester Johnson

Alma Jean Johnson

Alma Jean Johnson

Johanna Amanda Johnson Combatti

Johanna Amanda Johnson Combatti

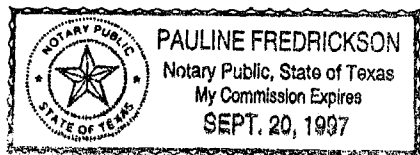
THE STATE OF TEXAS

#

COUNTY OF WILLIAMSON

#

This instrument was acknowledged before me on December 6 1996 by RONALD H. JOHNSON, individually and as Independent Executor of the Estate of Amy Johnson, Deceased.



Pauline Fredrickson
Notary Public, State of Texas

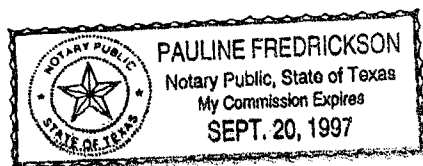
THE STATE OF TEXAS

#

COUNTY OF WILLIAMSON

#

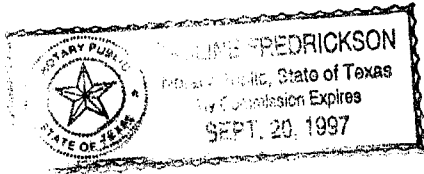
This instrument was acknowledged before me on December 6 1996 by DENNIS O. JOHNSON, individually and as Independent Executor of the Estate of Amy Johnson, Deceased.



Pauline Fredrickson
Notary Public, State of Texas

THE STATE OF TEXAS #
 #
COUNTY OF WILLIAMSON #

This instrument was acknowledged before me on December 6
1996 by LAVERNE A. FREE.

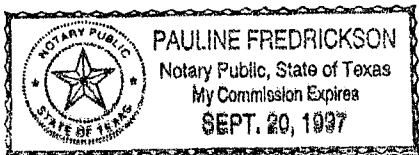




Notary Public, State of Texas

THE STATE OF TEXAS #
 #
COUNTY OF WILLIAMSON #

This instrument was acknowledged before me on December 6
1996 by PATSY HECKMANN.





Notary Public, State of Texas

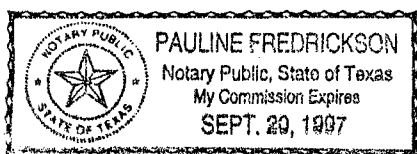
THE STATE OF #
 #
COUNTY OF #

This instrument was acknowledged before me on December 6
1996 by TRAUGOTT LESTER JOHNSON.

Notary Public, State of _____

THE STATE OF TEXAS #
 #
COUNTY OF WILLIAMSON #

This instrument was acknowledged before me on December 6
1996 by RALPH AUGUST JOHNSON.





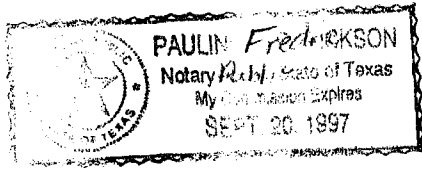
Notary Public, State of Texas

RECORDERS MEMORANDUM
All or parts of the text on this page was not
clearly legible for satisfactory recordation.

THE STATE OF TEXAS
COUNTY OF WILLIAMSON

#

This instrument was acknowledged before me on December 6
1996 by JOHANNA AMANDA JOHNSON COMBATTI.

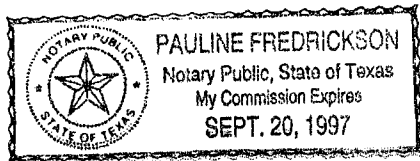



Notary Public, State of Texas

THE STATE OF TEXAS
COUNTY OF WILLIAMSON

#

This instrument was acknowledged before me on December 6
1996 by ALMA JEAN JOHNSON.




Notary Public, State of Texas

RECORDERS MEMORANDUM

All or parts of the text on this page was not
clearly legible for satisfactory recordation.

Grantors agree to pay all ad valorem taxes on the premises herein conveyed to include the year of 1995, and taxes for 1996 are prorated between the parties as of the date of this conveyance.

WITNESS OUR HANDS on this the _____ day of DECEMBER, 1996.

Dennis O. Johnson,
Individually as as Independent
Executor of the Estate of
Amy Johnson, Deceased

Ronald H. Johnson,
Individually and as Independent
Executor of the Estate of
Amy Johnson, Deceased

Patsy Heckmann

LaVerne A. Free

Ralph August Johnson


Traugott Lester Johnson

Alma Jean Johnson

Johanna Amanda Johnson Combatti

THE STATE OF TEXAS #
 #
COUNTY OF WILLIAMSON #

This instrument was acknowledged before me on December _____
1996 by RONALD H. JOHNSON, individually and as Independent Executor
of the Estate of Amy Johnson, Deceased.

Notary Public, State of Texas

THE STATE OF TEXAS #
 #
COUNTY OF WILLIAMSON #

This instrument was acknowledged before me on December _____
1996 by DENNIS O. JOHNSON, individually and as Independent Executor
of the Estate of Amy Johnson, Deceased.

Notary Public, State of Texas

THE STATE OF TEXAS #
 #
COUNTY OF WILLIAMSON #

This instrument was acknowledged before me on December _____
1996 by Laverne A. Free.

Notary Public, State of Texas

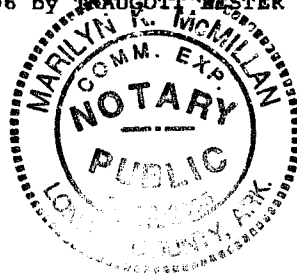
THE STATE OF TEXAS #
 #
COUNTY OF WILLIAMSON #

This instrument was acknowledged before me on December _____
1996 by Patsy Heckmann.

Notary Public, State of Texas

THE STATE OF *ARKANSAS* #
 #
COUNTY OF *LONOKE* #

This instrument was acknowledged before me on December 4
1996 by ~~TRANQUIL~~ *TRANCOTT* Bester Johnson.



Marilyn K. McMillan

Notary Public, State of *Arkansas*

THE STATE OF TEXAS #
 #
COUNTY OF WILLIAMSON #

This instrument was acknowledged before me on December _____
1996 by RALPH AUGUST JOHNSON.

Notary Public, State of Texas

FIELD NOTES

BEING 220.01 ACRES OF LAND OUT OF THE JOHN THOMAS SURVEY, ABSTRACT NO. 610, WILLIAMSON COUNTY, TEXAS, AND BEING ALL OF THAT CERTAIN TRACT OF LAND DESCRIBED IN A DEED TO LAMBERT S. JOHNSON RECORDED IN VOLUME 330, PAGE 283, DEED RECORDS OF WILLIAMSON COUNTY, AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS, TO WIT:

BEGINNING at an iron rod set at the northwest corner hereof on the north side of a drainage ditch, said iron rod being in the south line of that certain 646.25 acre tract of land described in a deed to the Lewis N. White Estate recorded in Volume 1284, Page 960, Deed Records of Williamson County, from which a concrete monument at the southwest corner of said 646.25 acre tract bears S 71° 45' W a distance of 4238.22 feet, a 6" dia. hackberry tree bears S 89° 21' E a distance of 8.1 feet, and an iron pipe found bears S 19° 00' E a distance of 738.0 feet;

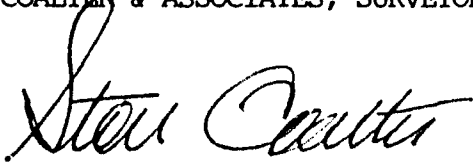
THENCE N 71° 45' E a distance of 1580.76 feet with the south line of said 646.25 acre tract to an iron rod set at the northeast corner hereof;

THENCE S 19° 00' E a distance of 6052.92 feet to an iron rod set in County Road No. 394 at the southeast corner hereof, from which an iron rod set in the north line of said road bears N 19° 00' W a distance of 10.00 feet;

THENCE S 71° 00' W a distance of 1580.61 feet to an iron rod set in County Road No. 394 at the southwest corner hereof, from which an iron rod set in the north line of said road bears N 19° 00' W a distance of 10.00 feet;

THENCE N 19° 00' W a distance of 6073.61 feet to the Place of Beginning, containing 220.01 acres of land, (including 0.36 of an acre in County Road No. 394), subject to easements, conditions or restrictions of record, if any.

COALTER & ASSOCIATES, SURVEYORS



Stan Coalter, RPLS, LSLs
11-20-96 File No. 96317



wp-4

FIELD NOTES

BEING 5.00 ACRES OF LAND OUT OF THE JOHN THOMAS SURVEY, ABSTRACT NO. 610, WILLIAMSON COUNTY, TEXAS, AND BEING A PART OF THAT CERTAIN TRACT OF LAND CALLED 220 ACRES DESCRIBED IN A DEED TO LAMBERT S. JOHNSON RECORDED IN VOLUME 330, PAGE 283, DEED RECORDS OF WILLIAMSON COUNTY, AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS, TO WIT:

BEGINNING at an iron rod set at the southwest corner hereof in the south line of said 220 acre tract, said iron rod being in County Road No. 394, and from which an iron rod set at the southwest corner of said 220 acre tract bears S 71° 00' W a distance of 252.84 feet and an iron rod set in the north line of said road bears N 19° 00' W a distance of 10.00 feet;

THENCE N 19° 00' W a distance of 224.50 feet to an iron rod set at the northwest corner hereof in said 220 acre tract;

THENCE N 71° 00' E a distance of 970.15 feet to an iron rod set at the northeast corner hereof in said 220 acre tract;

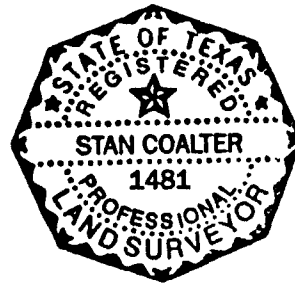
THENCE S 19° 00' E a distance of 224.50 feet to an iron rod set at the southeast corner hereof in the south line of said 220 acre tract, said iron rod being in County Road No. 394, from which an iron rod set in the north line of said road bears N 19° 00' W a distance of 10.00 feet and an iron rod set at the southeast corner of said 220 acre tract bears N 71° 00' E a distance of 357.62 feet;

THENCE S 71° 00' W a distance of 970.15 feet with the south line of said 220 acre tract to the Place of Beginning, containing 5.00 acres of land, (including 0.22 of an acre in County Road No. 394), subject to easements, conditions or restrictions of record, if any.

COALTER & ASSOCIATES, SURVEYORS

Stan Coalter

Stan Coalter, RPLS, LSLs
11-20-96 File No. 96317H



wp-5

THE STATE OF TEXAS
COUNTY OF WILLIAMSON
This is to certify that this document was FILED and
RECORDED in the Official Public Records of
Williamson County, Texas on the date and time
stamped thereon.



Elaine Bizzell
COUNTY CLERK
WILLIAMSON COUNTY, TEXAS

Doc# 9664331
Pages: 9
Date : 12-10-1996
Time : 03:26:41 P.M.
Filed & Recorded in
Official Records
of WILLIAMSON County, TX.
ELAINE BIZZELL
COUNTY CLERK
Rec. \$ 25.00

Longhorn Title Co., Inc.
P.O. BOX 769
GEORGETOWN, TX 78626
(512) 869-2651

LAW OFFICE OF
J. PATRICK QUINN
P.O. BOX 1228
1426 NORTH MAIN, SUITE 104
TAYLOR, TEXAS 76574
(512) 352-6345 • FAX: (512) 352-8218

October 18, 2010

Mr. Jeff Straub
Assistant City Manager

Mr. Bob Van Til
Community Development
City of Taylor
HAND DELIVERED

Re: Development Agreement sent to Guadalupe R. Sanchez and wife, Minerva Sanchez

Dear Gentlemen:

Enclosed you will find the following documents:

- (1) the original Texas Local Government Code Development Agreement with an Exhibit "A" and an Addendum executed by my clients, Guadalupe R. Sanchez and wife, Minerva Sanchez. This document includes only the tract of land identified within the City of Taylor proposed city limits; and
- (2) a copy of my client's Deed to their tract.

If you have any questions, please call.

Very truly yours,



J. Patrick Quinn

JPQ/jg
enclosures

352-3675

R321838

CHAPTER 43 TEXAS LOCAL GOVERNMENT CODE
DEVELOPMENT AGREEMENT

This Agreement is entered into pursuant to Sections 43.035 and 212.172 of the Texas Local Government Code by and between the City of Taylor, Texas, (the "City") and the undersigned property owner(s) (the "Owner"). The term "Owner" includes all owners of the Property.

WHEREAS, the Owner owns a parcel of real property (the "Property") in Williamson, County, Texas, which is more particularly and separately described in the attached Exhibit "A"; and

WHEREAS, the City has begun the process to institute annexation proceedings on all or portions of Owner's Property and will hold public hearings on October 21st and November 4th, 2010;

WHEREAS, the Owner desires to have the Property remain in the City's extraterritorial jurisdiction, in consideration for which the Owner agrees to enter into this Agreement; and

WHEREAS, this Agreement is entered into pursuant to Sections 43.035 and 212.172 of the Texas Local Government Code, in order to address the desires of the Owner and the procedures of the City; and

WHEREAS, the Owner and the City acknowledge that this Agreement is binding upon the City and the Owner and their respective successors, heirs, and assigns for the term (defined below) of this Agreement; and

WHEREAS, this Development Agreement is to be recorded in the Real Property Records of Williamson County.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties hereto agree as follows:

Section 1. The City guarantees the continuation of the extraterritorial status of the Owner's Property, its immunity from annexation by the City, and its immunity from City property taxes, for the term of this Agreement, subject to the provisions of this Agreement. Except as provided in this Agreement, the City agrees not to annex the Property, agrees not to involuntarily institute proceedings to annex the Property, and

further agrees not to include the Property in a statutory annexation plan for the Term of the Agreement. However, if the Property is annexed pursuant to the terms of this Agreement, then the City shall provide services to the Property pursuant to Chapter 43 of the Texas Local Government Code.

Section 2. The Owner covenants and agrees not to use the Property for any use other than for agriculture, wildlife management, and/or timber land consistent with Chapter 23 of the Texas Tax Code, except for the existing single-family residential use of the property, without the prior written consent of the City.

The Owner covenants and agrees that the Owner will not file any type of subdivision plat or related development document for the Property with Williamson County or the City until the Property has been annexed into, and zoned by, the City.

The Owner covenants and agrees not to construct, or allow to be constructed, any buildings on the Property that would require a building permit if the Property were in the city limits, until the Property has been annexed into, and zoned by, the City. The Owner also covenants and agrees that the City's RA - Rural Agricultural zoning requirements apply to the Property, except when inconsistent with this Agreement in which case this Agreement shall apply, and that the Property shall be used only for RA - Rural Agricultural zoning uses that exist on that Property at the time of the execution of this Agreement, unless otherwise provided in this Agreement. However, the Owner may construct an accessory structure to an existing single family dwelling which is reasonable and necessary for the agricultural, wildlife management, and/or timber land purpose, after notification to and approval by the City of such action and in compliance with all applicable City ordinances and codes.

The Owner acknowledges that each and every owner of the Property must sign this Agreement in order for the Agreement to take full effect, and the Owner who signs this Agreement covenants and agrees, jointly and severably, to indemnify, hold harmless, and defend the City against any and all legal claims, by and person claiming an ownership interest in the Property who has not signed the Agreement, arising in any way from the City's reliance on this Agreement.

Section 3. The Owner acknowledges that if any part or related development document is filed in violation of this Agreement, or if the Owner commences development of the Property in violation

of this Agreement, then in addition to the City's other remedies, such act will constitute a petition for voluntary annexation by the Owner, and the Property will be subject to the annexation at the discretion of the City Council. The Owner agrees that such annexation shall be voluntary and the Owner hereby consents to such annexation as though a petition for such annexation had been tendered by the Owner.

If annexation proceedings begin pursuant to this Section, the Owner acknowledges that this Agreement serves as an exception to Local Government Code Section 43.052, requiring a municipality to use certain statutory procedures under an annexation plan. Furthermore, the Owner hereby waives any and all vested rights and claims that they may have under Section 43.002(a)(2) and Chapter 245 of the Texas Local Government Code that would otherwise exist by virtue of any actions Owner has taken in violation of Section 2 herein.

Section 4. Pursuant to Sections 43.035(b)(1)(B) of the Texas Local Government Code, the City is authorized to enforce all of the City's regulations and planning authority that do not materially interfere with the use of the Property for agriculture, wildlife management, or timber, in the same manner the regulations are enforced within the City's boundaries. The City states and specifically reserves its authority pursuant to Chapter 251 of the Texas Local Government Code to exercise eminent domain over property that is subject to a Chapter 43 and/or Chapter 212 development agreement.

Section 5. The term of the Agreement (the "Term") is fifteen (15) years from the date that the City Manager's signature to this Agreement is acknowledged by a public notary.

The Owner, and all of the Owner's heirs, successors and assigns shall be deemed to have filed a petition for voluntary annexation before the end of the Term, for annexation of the Property to be completed on or after the end of the Term. Prior to the end of the Term, the City may commence the voluntary annexation of the Property. In connection with annexation pursuant to this section, the Owners hereby waive any vested rights they may have under Section 43.002(a)(2) and Chapter 245 of the Texas Local Government Code that would otherwise exist by virtue of any plat or construction any of the owners may initiate during the time between the expiration of the Agreement and the institution of annexation proceedings by the City.

Section 6. Property annexed pursuant to this Agreement will initially be zoned R1-Single Residential pursuant to the City's Code of Ordinances, pending determination of the property's permanent zoning in accordance with the provisions of applicable law and the City's Code of Ordinances.

Section 7. Any person who sells or conveys any portion of the Property shall, prior to such sale or conveyance, give written notice of this Agreement to the prospective purchaser or grantee, and shall give written notice of the sale or conveyance to the City. Furthermore, the Owner and the Owner's heirs, successor, and assigns shall give the City written notice within 14 days of any change in the agricultural exemption status of the Property. A copy of either notice required by this section shall be forwarded to the City at the following address.

City of Taylor
Attn: City Manager
400 Porter Street
Taylor, Texas 76574

Section 8. This Agreement shall run with the Property and be recorded in the real property records of Williamson County, Texas.

Section 9. If a court of competent jurisdiction determines that any covenant of this Agreement is void or unenforceable, including the covenants regarding involuntary annexation, then the remainder of this Agreement shall remain in full force and effect.

Section 10. This Agreement may be enforced by any Owner or the City by and proceeding at law or in equity. Failure to do so shall not be deemed a waiver to enforce the provisions of this Agreement thereafter.

Section 11. No subsequent change in the law regarding annexation shall affect the enforceability of this Agreement or the City's ability to annex the properties covered herein pursuant to the terms of this Agreement.

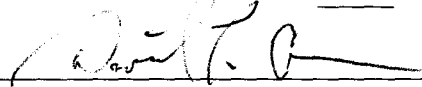
Section 12. Venue for this Agreement shall be in Williamson, County, Texas.

Section 13. This Agreement may be separately executed in individual counterparts and, upon execution, shall constitute one and the same instrument.

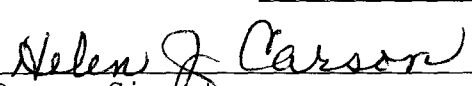
Section 14. This Agreement shall survive its termination to the extent necessary for the implementation of the provisions of Section 3, 4, and 5 herein.

Please attach a copy of your deed in order for this agreement to be in effect.

Entered into this _____ day of _____, 2010.



Owner Signature
Printed Name: DAVID L. CARSON



Owner Signature
Printed Name: HELEN J. CARSON

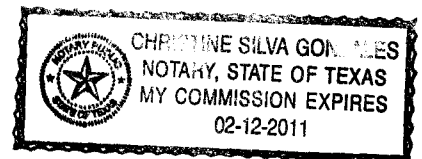
Owner Signature
Printed Name: _____

THE STATE OF TEXAS }
COUNTY OF WILLIAMSON }

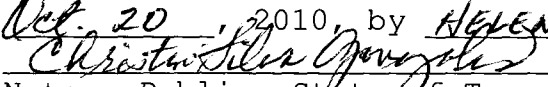
This instrument was acknowledged before me on the day of _____, 2010, by _____, Owner.

Notary Public, State of Texas

THE STATE OF TEXAS }
COUNTY OF WILLIAMSON }



This instrument was acknowledged before me on the day of Oct. 20, 2010, by HELEN J. CARSON, Owner.

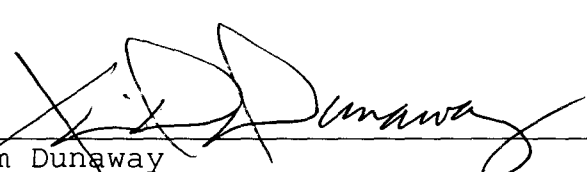


Notary Public, State of Texas

THE STATE OF TEXAS }
COUNTY OF WILLIAMSON }

This instrument was acknowledged before me on the day of _____, 2010, by _____, Owner.

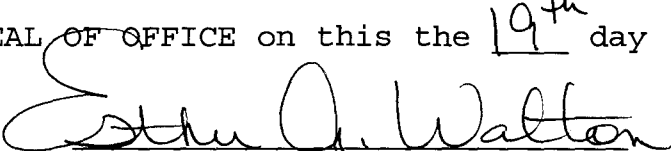
Notary Public, State of Texas

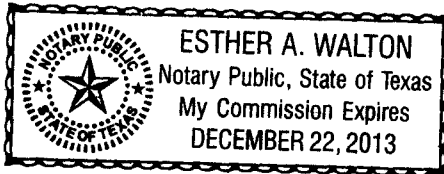

Jim Dunaway
City Manager, City of Taylor, Texas

THE STATE OF TEXAS
COUNTY OF WILLIAMSON

BEFORE ME, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared Jim Dunaway, City Manager, known to me to be the person and officer whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed same for and as the act and deed of the City of Taylor, Texas, and for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the 19th day of November, 2010.


Notary Public, State of Texas





DEED

2005083652

5 PGS

CAD No. R-14-0213-0068-C

Notice of Confidentiality rights: if you are a natural person, you may remove or strike any of the following information from this instrument before it is filed for record in the public records: your social security number or your driver's license number.

GENERAL WARRANTY DEED

DATE: September 27, 2005

GRANTOR: Helen J. Carson

GRANTOR'S MAILING ADDRESS: 1085 County Road 101, Hutto, Williamson County, Texas 78634

GRANTEE: Helen J. Carson and spouse, David X. Carson

GRANTEE'S MAILING ADDRESS: 1085 County Road 101, Hutto, Williamson County, Texas 78634

CONSIDERATION

\$10.00 and other valuable consideration, receipt of which is hereby acknowledged, and for the payment of which no lien, either express or implied, is hereby retained.

PROPERTY (including improvements).

Tract 1: 46.99 acres of land, more or less, out of the J.C. Hayes Survey, Abstract No. 213, Williamson County, Texas, and being the same tract of land conveyed to Helen J. Carson in deed dated July 24, 1989, recorded in Volume 1832, Page 834, Official Records of Williamson County, Texas; said 46.99 acres being more particularly described by metes and bounds in Exhibit "A" attached hereto and incorporated herein by reference.

Tract 2: 46.99 acres of land, more or less, out of the J.C. Hayes Survey, Abstract No. 213, Williamson County, Texas, and being the same tract of land conveyed to Helen J. Carson in deed dated April 16, 1998, recorded as Document No. 9835158, Official Records of Williamson County, Texas; said 46.99 acres being more particularly described by metes and bounds in Exhibit "B" attached hereto and incorporated herein by reference.

Tract 3: .90 of an acre out of the Silas Palmer Survey, Abstract No. 499, Williamson County, Texas, and being more particularly described by metes and bounds in Exhibit "C" attached hereto and incorporated herein by reference.

RESERVATIONS FROM AND EXCEPTIONS TO CONVEYANCE AND WARRANTY

This conveyance is made and accepted subject to all restrictions, covenants, conditions, rights of way, assessments and easements, if any, affecting the above-described property that are valid, existing and properly of record, and subject further to taxes for the year 2005 and subsequent years.

Grantor, for the consideration and subject to the reservations from and exceptions to conveyance and warranty, grants, sells and conveys to Grantee the property, together with all and singular the rights and appurtenances thereto in anywise belonging, to have and to hold it to Grantee, Grantee's heirs, executors, administrators, successors and assigns forever. Grantor hereby binds Grantor and Grantor's heirs, executors, administrators, successors and assigns to warrant and forever defend all and sing. for the above-described property.

Grantee's heirs, executors, administrators, successors and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof, except as to the reservations and exceptions to conveyance and warranty.

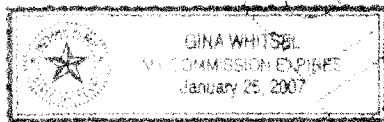
When the context requires, singular nouns and pronouns include the plural.

Helen J. Carson
Helen J. Carson

Acknowledgement

STATE OF Texas
COUNTY OF Williamson

This instrument was acknowledged before me this 5th day of October, 2005, by Helen J. Carson.



Gina Whitel
Notary Public, State of Texas

After recording, return to:
Helen J. Carson and David J. Carson
1085 County Road 101
Hutto, Texas 78634

\$28.00

EXHIBIT "A"

FOREST SURVEYING AND MAPPING CO.
1002 Ash St.
Georgetown, Tx. 78626

DESCRIPTION FOR THE W. WENDLAND ESTATE

TRACT 1

BEING 40.95 acres of the J.C. Eaves Survey, Abstract No. 213, in Williamson County, Texas, part of a 155.19 acre tract conveyed to W. Wendland as described in Vol. 490, Pg. 587, Deed Records of Williamson County, Texas. Surveyed on the ground in December of 1988, by Wm. F. Forest, Jr., Registered Public Surveyor No. 1847.

BEGINNING at an axle found in the East line of County Road 101, at the Northwest corner of the said 155.19 acre tract, as claimed and used on the ground.

THENCE N 71 deg. 01 min. 30 sec. E 1800.83 feet to an axle found disturbed and reset.

THENCE S 18 deg. 58 min. 10 sec. E 1191.82 feet to set an iron pin.

THENCE S 70 deg. 40 min. 20 sec. W 1799.04 feet to set an iron pin.

THENCE with the East line of County Road 101, N 18 deg. 03 min. 40 sec. W 1142.70 feet to the POINT OF BEGINNING.

STATE OF TEXAS

COUNTY OF WILLIAMSON

KNOW ALL MEN BY THESE PRESENTS:

I, WM. F. FOREST, JR., do hereby certify that this survey was made on the ground of the property legally described herein and is correct, and that there are no significant discrepancies, conflicts, shortages in area, known boundary line conflicts, visible encroachments, overlapping of improvements, utility lines or roads, except as shown on the attached plat, and that said property has access to and from a public roadway. Records research for easement verification has not been performed unless indicated on the attached plat by recording references.

TO CERTIFY WHICH, WITNESS my hand and seal at Georgetown, Texas, this the 23rd day of December, 1988, A.D.

William F. Forest, Jr.

WM. F. FOREST JR.

REGISTERED PUBLIC SURVEYOR NO. 1847

file:wendland.213

EXHIBIT "B"

FOREST SURVEYING AND MAPPING CO.
1002 Ash St.
Georgetown, Tx. 78626

DESCRIPTION FOR THE W. WENDLAND ESTATE

TRACT 2

BEING 46.99 acres of the H.C. Eaves Survey, Abstract No. 213 in Williamson County, Texas, part of a 155.19 acre tract conveyed to W. Wendland as described in Vol. 490, Pg. 607, Deed Records of Williamson County, Texas. Surveyed on the ground in December of 1988, by Wm. F. Forest, Jr., Registered Public Surveyor No. 1847.

BEGINNING at an iron pin set in the East line of County Road 101, for the Northwest corner of this tract. An axle found at the Northwest corner of the said 155.19 acre tract, as claimed and used on the ground, stands N 19 deg. 03 min. 40 sec. W 1142.70 feet.

THENCE with the South line of Tract 1 of 46.99 acres, N 75 deg. 40 min. 20 sec. E 1799.04 feet to an iron pin set.

THENCE S 18 deg. 58 min. 10 sec. E 1433.42 feet to set an iron pin about 1 foot East of a fence.

THENCE S 70 deg. 25 min. 00 sec. W 1297.20 feet to set an iron pin.

THENCE with the East line of County Road 101, N 32 deg. 03 min. 40 sec. W 1142.70 feet to the POINT OF BEGINNING.

STATE OF TEXAS

KNOW ALL MEN BY THESE PRESENTS

COUNTY OF WILLIAMSON

I, Wm. F. Forest, Jr., do hereby certify, that this survey was made on the ground of the property legally described herein and is correct, and that there are no significant discrepancies, conflicts, shortages in area, known boundary line conflicts, violations, encroachments, overlapping of improvements, utility lines or roads, except as shown on the attached plat, and that said property has access to and from a public roadway. Records research for instant verification has not been performed unless indicated on the attached plat by recording references.

TO CERTIFY WHICH, WITNESS my hand and seal at Georgetown, Texas, this the 23rd day of December, 1988, A.D.

William F. Forest, Jr. Wm. F. Forest, Jr.
REGISTERED PUBLIC SURVEYOR NO. 1847

file/wendland, 213

EXHIBIT "C"

BEING 0.90 acres of the Files Palmer Survey, Abstract No. 489, and out of a tract of 202.04 acres described in a Deed to W.H. Ray, recorded in Volume 483, Page 217, Deed Records of Williamson County, Texas. Surveyed on the ground by W. F. Forest, Registered Public Surveyor No. 101.

BEGINNING in the center of the San Gabriel River N. 68 degrees 56' E. 406.4 feet from the Southeast corner of the above referred to 202.04 acres tract;

THENCE with the center line of the river S. 68 degrees 56' W. 100 feet;

THENCE N. 18 degrees 56' E. passing an iron stake set on bank continuing on 913.9 feet to an iron pin;

THENCE S. 68 degrees 56' E. 100 feet to an iron pin;

THENCE S. 18 degrees 56' E., passing an iron pin set on the bank in all 513.9 feet to the POINT OF BEGINNING.

FILED AND RECORDED

OFFICIAL PUBLIC RECORDS 2005083652

Nancy E. Rister

10/19/2005 02:09 PM

MARY \$32.00

NANCY E. RISTER, COUNTY CLERK

WILLIAMSON COUNTY TEXAS

F A 710
(23)

CHAPTER 43 TEXAS LOCAL GOVERNMENT CODE
DEVELOPMENT AGREEMENT

This Agreement is entered into pursuant to Sections 43.035 and 212.172 of the Texas Local Government Code by and between the City of Taylor, Texas, (the "City") and the undersigned property owner(s) (the "Owner"). The term "Owner" includes all owners of the Property.

WHEREAS, the Owner owns a parcel of real property (the "Property") in Williamson, County, Texas, which is more particularly and separately described in the attached Exhibit "A"; and

WHEREAS, the City has begun the process to institute annexation proceedings on all or portions of Owner's Property and will hold public hearings on October 21st and November 4th, 2010;

WHEREAS, the Owner desires to have the Property remain in the City's extraterritorial jurisdiction, in consideration for which the Owner agrees to enter into this Agreement; and

WHEREAS, this Agreement is entered into pursuant to Sections 43.035 and 212.172 of the Texas Local Government Code, in order to address the desires of the Owner and the procedures of the City; and

WHEREAS, the Owner and the City acknowledge that this Agreement is binding upon the City and the Owner and their respective successors, heirs, and assigns for the term (defined below) of this Agreement; and

WHEREAS, this Development Agreement is to be recorded in the Real Property Records of Williamson County.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties hereto agree as follows:

Section 1. The City guarantees the continuation of the extraterritorial status of the Owner's Property, its immunity from annexation by the City, and its immunity from City property taxes, for the term of this Agreement, subject to the provisions of this Agreement. Except as provided in this Agreement, the City agrees not to annex the Property, agrees not to involuntarily institute proceedings to annex the Property, and

further agrees not to include the Property in a statutory annexation plan for the Term of the Agreement. However, if the Property is annexed pursuant to the terms of this Agreement, then the City shall provide services to the Property pursuant to Chapter 43 of the Texas Local Government Code.

Section 2. The Owner covenants and agrees not to use the Property for any use other than for agriculture, wildlife management, and/or timber land consistent with Chapter 23 of the Texas Tax Code, except for the existing single-family residential use of the property, without the prior written consent of the City.

The Owner covenants and agrees that the Owner will not file any type of subdivision plat or related development document for the Property with Williamson County or the City until the Property has been annexed into, and zoned by, the City.

The Owner covenants and agrees not to construct, or allow to be constructed, any buildings on the Property that would require a building permit if the Property were in the city limits, until the Property has been annexed into, and zoned by, the City. The Owner also covenants and agrees that the City's RA - Rural Agricultural zoning requirements apply to the Property, except when inconsistent with this Agreement in which case this Agreement shall apply, and that the Property shall be used only for RA - Rural Agricultural zoning uses that exist on that Property at the time of the execution of this Agreement, unless otherwise provided in this Agreement. However, the Owner may construct an accessory structure to an existing single family dwelling which is reasonable and necessary for the agricultural, wildlife management, and/or timber land purpose, after notification to and approval by the City of such action and in compliance with all applicable City ordinances and codes.

The Owner acknowledges that each and every owner of the Property must sign this Agreement in order for the Agreement to take full effect, and the Owner who signs this Agreement covenants and agrees, jointly and severably, to indemnify, hold harmless, and defend the City against any and all legal claims, by and person claiming an ownership interest in the Property who has not signed the Agreement, arising in any way from the City's reliance on this Agreement.

Section 3. The Owner acknowledges that if any part or related development document is filed in violation of this Agreement, or if the Owner commences development of the Property in violation

of this Agreement, then in addition to the City's other remedies, such act will constitute a petition for voluntary annexation by the Owner, and the Property will be subject to the annexation at the discretion of the City Council. The Owner agrees that such annexation shall be voluntary and the Owner hereby consents to such annexation as though a petition for such annexation had been tendered by the Owner.

If annexation proceedings begin pursuant to this Section, the Owner acknowledges that this Agreement serves as an exception to Local Government Code Section 43.052, requiring a municipality to use certain statutory procedures under an annexation plan. Furthermore, the Owner hereby waives any and all vested rights and claims that they may have under Section 43.002(a)(2) and Chapter 245 of the Texas Local Government Code that would otherwise exist by virtue of any actions Owner has taken in violation of Section 2 herein.

Section 4. Pursuant to Sections 43.035(b)(1)(B) of the Texas Local Government Code, the City is authorized to enforce all of the City's regulations and planning authority that do not materially interfere with the use of the Property for agriculture, wildlife management, or timber, in the same manner the regulations are enforced within the City's boundaries. The City states and specifically reserves its authority pursuant to Chapter 251 of the Texas Local Government Code to exercise eminent domain over property that is subject to a Chapter 43 and/or Chapter 212 development agreement.

Section 5. The term of the Agreement (the "Term") is fifteen (15) years from the date that the City Manager's signature to this Agreement is acknowledged by a public notary.

The Owner, and all of the Owner's heirs, successors and assigns shall be deemed to have filed a petition for voluntary annexation before the end of the Term, for annexation of the Property to be completed on or after the end of the Term. Prior to the end of the Term, the City may commence the voluntary annexation of the Property. In connection with annexation pursuant to this section, the Owners hereby waive any vested rights they may have under Section 43.002(a)(2) and Chapter 245 of the Texas Local Government Code that would otherwise exist by virtue of any plat or construction any of the owners may initiate during the time between the expiration of the Agreement and the institution of annexation proceedings by the City.

Section 6. Property annexed pursuant to this Agreement will initially be zoned R1-Single Residential pursuant to the City's Code of Ordinances, pending determination of the property's permanent zoning in accordance with the provisions of applicable law and the City's Code of Ordinances.

Section 7. Any person who sells or conveys any portion of the Property shall, prior to such sale or conveyance, give written notice of this Agreement to the prospective purchaser or grantee, and shall give written notice of the sale or conveyance to the City. Furthermore, the Owner and the Owner's heirs, successor, and assigns shall give the City written notice within 14 days of any change in the agricultural exemption status of the Property. A copy of either notice required by this section shall be forwarded to the City at the following address.

City of Taylor
Attn: City Manager
400 Porter Street
Taylor, Texas 76574

Section 8. This Agreement shall run with the Property and be recorded in the real property records of Williamson County, Texas.

Section 9. If a court of competent jurisdiction determines that any covenant of this Agreement is void or unenforceable, including the covenants regarding involuntary annexation, then the remainder of this Agreement shall remain in full force and effect.

Section 10. This Agreement may be enforced by any Owner or the City by and proceeding at law or in equity. Failure to do so shall not be deemed a waiver to enforce the provisions of this Agreement thereafter.

Section 11. No subsequent change in the law regarding annexation shall affect the enforceability of this Agreement or the City's ability to annex the properties covered herein pursuant to the terms of this Agreement.

Section 12. Venue for this Agreement shall be in Williamson, County, Texas.

Section 13. This Agreement may be separately executed in individual counterparts and, upon execution, shall constitute one and the same instrument.

Section 14. This Agreement shall survive its termination to the extent necessary for the implementation of the provisions of Section 3, 4, and 5 herein.

Please attach a copy of your deed in order for this agreement to be in effect.

Entered into this 18th day of October, 2010.

Jean Marx
Owner Signature
Printed Name: Jean Marx

Mike Marx
Owner Signature
Printed Name: Mike Marx

Owner Signature
Printed Name: _____

THE STATE OF TEXAS }
COUNTY OF WILLIAMSON}

This instrument was acknowledged before me on the day of 18th Oct., 2010, by Jean Marx, Owner.

Jordan M. McVay
Notary Public, State of Texas

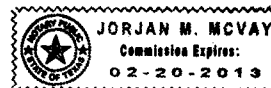
THE STATE OF TEXAS }
COUNTY OF WILLIAMSON}



This instrument was acknowledged before me on the day of 18th Oct., 2010, by Mike Marx, Owner.

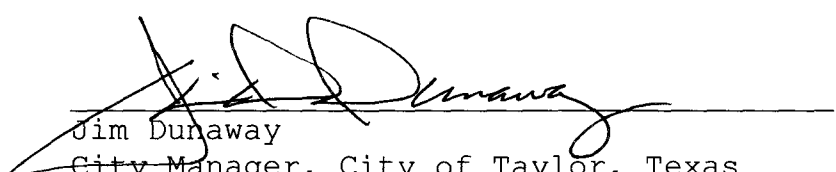
Jordan M. McVay
Notary Public, State of Texas

THE STATE OF TEXAS }
COUNTY OF WILLIAMSON}



This instrument was acknowledged before me on the day of _____, 2010, by _____, Owner.

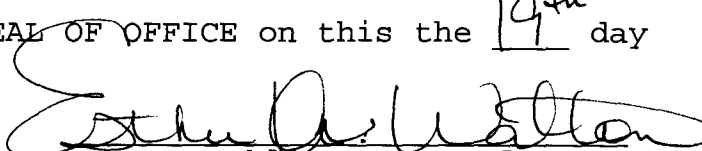
Notary Public, State of Texas

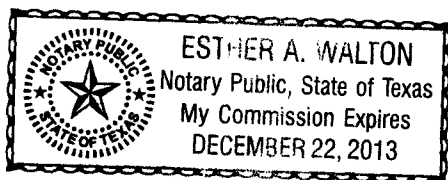

Jim Dunaway
City Manager, City of Taylor, Texas

THE STATE OF TEXAS
COUNTY OF WILLIAMSON

BEFORE ME, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared Jim Dunaway, City Manager, known to me to be the person and officer whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed same for and as the act and deed of the City of Taylor, Texas, and for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the 19th day of November, 2010.


Notary Public, State of Texas



CHAPTER 43 TEXAS LOCAL GOVERNMENT CODE
DEVELOPMENT AGREEMENT

This Agreement is entered into pursuant to Sections 43.035 and 212.172 of the Texas Local Government Code by and between the City of Taylor, Texas, (the "City") and the undersigned property owner(s) (the "Owner"). The term "Owner" includes all owners of the Property.

WHEREAS, the Owner owns a parcel of real property (the "Property") in Williamson, County, Texas, which is more particularly and separately described in the attached Exhibit "A"; and

WHEREAS, the City has begun the process to institute annexation proceedings on all or portions of Owner's Property and will hold public hearings on October 21st and November 4th, 2010;

WHEREAS, the Owner desires to have the Property remain in the City's extraterritorial jurisdiction, in consideration for which the Owner agrees to enter into this Agreement; and

WHEREAS, this Agreement is entered into pursuant to Sections 43.035 and 212.172 of the Texas Local Government Code, in order to address the desires of the Owner and the procedures of the City; and

WHEREAS, the Owner and the City acknowledge that this Agreement is binding upon the City and the Owner and their respective successors, heirs, and assigns for the term (defined below) of this Agreement; and

WHEREAS, this Development Agreement is to be recorded in the Real Property Records of Williamson County.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties hereto agree as follows:

Section 1. The City guarantees the continuation of the extraterritorial status of the Owner's Property, its immunity from annexation by the City, and its immunity from City property taxes, for the term of this Agreement, subject to the provisions of this Agreement. Except as provided in this Agreement, the City agrees not to annex the Property, agrees not to involuntarily institute proceedings to annex the Property, and

further agrees not to include the Property in a statutory annexation plan for the Term of the Agreement. However, if the Property is annexed pursuant to the terms of this Agreement, then the City shall provide services to the Property pursuant to Chapter 43 of the Texas Local Government Code.

Section 2. The Owner covenants and agrees not to use the Property for any use other than for agriculture, wildlife management, and/or timber land consistent with Chapter 23 of the Texas Tax Code, except for the existing single-family residential use of the property, without the prior written consent of the City.

The Owner covenants and agrees that the Owner will not file any type of subdivision plat or related development document for the Property with Williamson County or the City until the Property has been annexed into, and zoned by, the City.

The Owner covenants and agrees not to construct, or allow to be constructed, any buildings on the Property that would require a building permit if the Property were in the city limits, until the Property has been annexed into, and zoned by, the City. The Owner also covenants and agrees that the City's RA - Rural Agricultural zoning requirements apply to the Property, except when inconsistent with this Agreement in which case this Agreement shall apply, and that the Property shall be used only for RA - Rural Agricultural zoning uses that exist on that Property at the time of the execution of this Agreement, unless otherwise provided in this Agreement. However, the Owner may construct an accessory structure to an existing single family dwelling which is reasonable and necessary for the agricultural, wildlife management, and/or timber land purpose, after notification to and approval by the City of such action and in compliance with all applicable City ordinances and codes.

The Owner acknowledges that each and every owner of the Property must sign this Agreement in order for the Agreement to take full effect, and the Owner who signs this Agreement covenants and agrees, jointly and severably, to indemnify, hold harmless, and defend the City against any and all legal claims, by and person claiming an ownership interest in the Property who has not signed the Agreement, arising in any way from the City's reliance on this Agreement.

Section 3. The Owner acknowledges that if any part or related development document is filed in violation of this Agreement, or if the Owner commences development of the Property in violation

of this Agreement, then in addition to the City's other remedies, such act will constitute a petition for voluntary annexation by the Owner, and the Property will be subject to the annexation at the discretion of the City Council. The Owner agrees that such annexation shall be voluntary and the Owner hereby consents to such annexation as though a petition for such annexation had been tendered by the Owner.

If annexation proceedings begin pursuant to this Section, the Owner acknowledges that this Agreement serves as an exception to Local Government Code Section 43.052, requiring a municipality to use certain statutory procedures under an annexation plan. Furthermore, the Owner hereby waives any and all vested rights and claims that they may have under Section 43.002(a)(2) and Chapter 245 of the Texas Local Government Code that would otherwise exist by virtue of any actions Owner has taken in violation of Section 2 herein.

Section 4. Pursuant to Sections 43.035(b)(1)(B) of the Texas Local Government Code, the City is authorized to enforce all of the City's regulations and planning authority that do not materially interfere with the use of the Property for agriculture, wildlife management, or timber, in the same manner the regulations are enforced within the City's boundaries. The City states and specifically reserves its authority pursuant to Chapter 251 of the Texas Local Government Code to exercise eminent domain over property that is subject to a Chapter 43 and/or Chapter 212 development agreement.

Section 5. The term of the Agreement (the "Term") is fifteen (15) years from the date that the City Manager's signature to this Agreement is acknowledged by a public notary.

The Owner, and all of the Owner's heirs, successors and assigns shall be deemed to have filed a petition for voluntary annexation before the end of the Term, for annexation of the Property to be completed on or after the end of the Term. Prior to the end of the Term, the City may commence the voluntary annexation of the Property. In connection with annexation pursuant to this section, the Owners hereby waive any vested rights they may have under Section 43.002(a)(2) and Chapter 245 of the Texas Local Government Code that would otherwise exist by virtue of any plat or construction any of the owners may initiate during the time between the expiration of the Agreement and the institution of annexation proceedings by the City.

Section 6. Property annexed pursuant to this Agreement will initially be zoned R1-Single Residential pursuant to the City's Code of Ordinances, pending determination of the property's permanent zoning in accordance with the provisions of applicable law and the City's Code of Ordinances.

Section 7. Any person who sells or conveys any portion of the Property shall, prior to such sale or conveyance, give written notice of this Agreement to the prospective purchaser or grantee, and shall give written notice of the sale or conveyance to the City. Furthermore, the Owner and the Owner's heirs, successor, and assigns shall give the City written notice within 14 days of any change in the agricultural exemption status of the Property. A copy of either notice required by this section shall be forwarded to the City at the following address.

City of Taylor
Attn: City Manager
400 Porter Street
Taylor, Texas 76574

Section 8. This Agreement shall run with the Property and be recorded in the real property records of Williamson County, Texas.

Section 9. If a court of competent jurisdiction determines that any covenant of this Agreement is void or unenforceable, including the covenants regarding involuntary annexation, then the remainder of this Agreement shall remain in full force and effect.

Section 10. This Agreement may be enforced by any Owner or the City by and proceeding at law or in equity. Failure to do so shall not be deemed a waiver to enforce the provisions of this Agreement thereafter.

Section 11. No subsequent change in the law regarding annexation shall affect the enforceability of this Agreement or the City's ability to annex the properties covered herein pursuant to the terms of this Agreement.

Section 12. Venue for this Agreement shall be in Williamson, County, Texas.

Section 13. This Agreement may be separately executed in individual counterparts and, upon execution, shall constitute one and the same instrument.

Section 14. This Agreement shall survive its termination to the extent necessary for the implementation of the provisions of Section 3, 4, and 5 herein.

Please attach a copy of your deed in order for this agreement to be in effect.

Entered into this 18th day of October, 2010.

Jean Marx
Owner Signature
Printed Name: Jean Marx

Mike Marx
Owner Signature
Printed Name: Mike Marx

Owner Signature
Printed Name: _____

THE STATE OF TEXAS }
COUNTY OF WILLIAMSON }

This instrument was acknowledged before me on the day of 18th Oct., 2010, by Jean Marx, Owner.

Jorjan M. McVay
Notary Public, State of Texas

THE STATE OF TEXAS }
COUNTY OF WILLIAMSON }



This instrument was acknowledged before me on the day of 18th Oct., 2010, by Mike Marx, Owner.

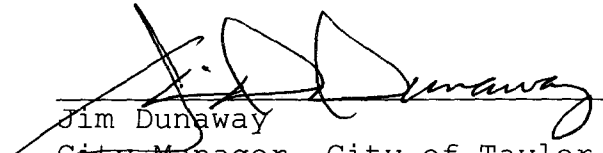
Jorjan M. McVay
Notary Public, State of Texas

THE STATE OF TEXAS }
COUNTY OF WILLIAMSON }



This instrument was acknowledged before me on the day of _____, 2010, by _____, Owner.

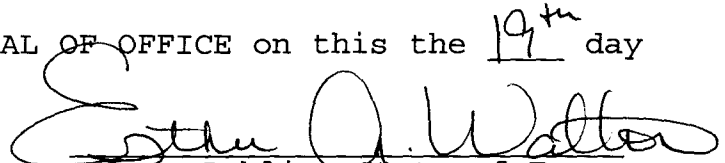
Notary Public, State of Texas

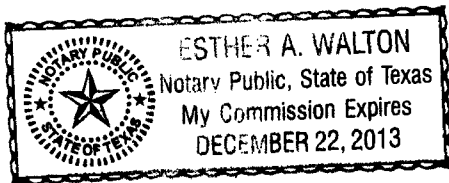

Jim Dunaway
City Manager, City of Taylor, Texas

THE STATE OF TEXAS
COUNTY OF WILLIAMSON

BEFORE ME, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared Jim Dunaway, City Manager, known to me to be the person and officer whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed same for and as the act and deed of the City of Taylor, Texas, and for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the 19th day
of November, 2010.


Notary Public, State of Texas



CHAPTER 43 TEXAS LOCAL GOVERNMENT CODE
DEVELOPMENT AGREEMENT

This Agreement is entered into pursuant to Sections 43.035 and 212.172 of the Texas Local Government Code by and between the City of Taylor, Texas, (the "City") and the undersigned property owner(s) (the "Owner"). The term "Owner" includes all owners of the Property.

WHEREAS, the Owner owns a parcel of real property (the "Property") in Williamson, County, Texas, which is more particularly and separately described in the attached Exhibit "A"; and

WHEREAS, the City has begun the process to institute annexation proceedings on all or portions of Owner's Property and will hold public hearings on October 21st and November 4th, 2010;

WHEREAS, the Owner desires to have the Property remain in the City's extraterritorial jurisdiction, in consideration for which the Owner agrees to enter into this Agreement; and

WHEREAS, this Agreement is entered into pursuant to Sections 43.035 and 212.172 of the Texas Local Government Code, in order to address the desires of the Owner and the procedures of the City; and

WHEREAS, the Owner and the City acknowledge that this Agreement is binding upon the City and the Owner and their respective successors, heirs, and assigns for the term (defined below) of this Agreement; and

WHEREAS, this Development Agreement is to be recorded in the Real Property Records of Williamson County.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties hereto agree as follows:

Section 1. The City guarantees the continuation of the extraterritorial status of the Owner's Property, its immunity from annexation by the City, and its immunity from City property taxes, for the term of this Agreement, subject to the provisions of this Agreement. Except as provided in this Agreement, the City agrees not to annex the Property, agrees not to involuntarily institute proceedings to annex the Property, and

further agrees not to include the Property in a statutory annexation plan for the Term of the Agreement. However, if the Property is annexed pursuant to the terms of this Agreement, then the City shall provide services to the Property pursuant to Chapter 43 of the Texas Local Government Code.

Section 2. The Owner covenants and agrees not to use the Property for any use other than for agriculture, wildlife management, and/or timber land consistent with Chapter 23 of the Texas Tax Code, except for the existing single-family residential use of the property, without the prior written consent of the City.

The Owner covenants and agrees that the Owner will not file any type of subdivision plat or related development document for the Property with Williamson County or the City until the Property has been annexed into, and zoned by, the City.

The Owner covenants and agrees not to construct, or allow to be constructed, any buildings on the Property that would require a building permit if the Property were in the city limits, until the Property has been annexed into, and zoned by, the City. The Owner also covenants and agrees that the City's RA - Rural Agricultural zoning requirements apply to the Property, except when inconsistent with this Agreement in which case this Agreement shall apply, and that the Property shall be used only for RA - Rural Agricultural zoning uses that exist on that Property at the time of the execution of this Agreement, unless otherwise provided in this Agreement. However, the Owner may construct an accessory structure to an existing single family dwelling which is reasonable and necessary for the agricultural, wildlife management, and/or timber land purpose, after notification to and approval by the City of such action and in compliance with all applicable City ordinances and codes.

The Owner acknowledges that each and every owner of the Property must sign this Agreement in order for the Agreement to take full effect, and the Owner who signs this Agreement covenants and agrees, jointly and severably, to indemnify, hold harmless, and defend the City against any and all legal claims, by and person claiming an ownership interest in the Property who has not signed the Agreement, arising in any way from the City's reliance on this Agreement.

Section 3. The Owner acknowledges that if any part or related development document is filed in violation of this Agreement, or if the Owner commences development of the Property in violation

of this Agreement, then in addition to the City's other remedies, such act will constitute a petition for voluntary annexation by the Owner, and the Property will be subject to the annexation at the discretion of the City Council. The Owner agrees that such annexation shall be voluntary and the Owner hereby consents to such annexation as though a petition for such annexation had been tendered by the Owner.

If annexation proceedings begin pursuant to this Section, the Owner acknowledges that this Agreement serves as an exception to Local Government Code Section 43.052, requiring a municipality to use certain statutory procedures under an annexation plan. Furthermore, the Owner hereby waives any and all vested rights and claims that they may have under Section 43.002(a)(2) and Chapter 245 of the Texas Local Government Code that would otherwise exist by virtue of any actions Owner has taken in violation of Section 2 herein.

Section 4. Pursuant to Sections 43.035(b)(1)(B) of the Texas Local Government Code, the City is authorized to enforce all of the City's regulations and planning authority that do not materially interfere with the use of the Property for agriculture, wildlife management, or timber, in the same manner the regulations are enforced within the City's boundaries. The City states and specifically reserves its authority pursuant to Chapter 251 of the Texas Local Government Code to exercise eminent domain over property that is subject to a Chapter 43 and/or Chapter 212 development agreement.

Section 5. The term of the Agreement (the "Term") is fifteen (15) years from the date that the City Manager's signature to this Agreement is acknowledged by a public notary.

The Owner, and all of the Owner's heirs, successors and assigns shall be deemed to have filed a petition for voluntary annexation before the end of the Term, for annexation of the Property to be completed on or after the end of the Term. Prior to the end of the Term, the City may commence the voluntary annexation of the Property. In connection with annexation pursuant to this section, the Owners hereby waive any vested rights they may have under Section 43.002(a)(2) and Chapter 245 of the Texas Local Government Code that would otherwise exist by virtue of any plat or construction any of the owners may initiate during the time between the expiration of the Agreement and the institution of annexation proceedings by the City.

Section 6. Property annexed pursuant to this Agreement will initially be zoned R1-Single Residential pursuant to the City's Code of Ordinances, pending determination of the property's permanent zoning in accordance with the provisions of applicable law and the City's Code of Ordinances.

Section 7. Any person who sells or conveys any portion of the Property shall, prior to such sale or conveyance, give written notice of this Agreement to the prospective purchaser or grantee, and shall give written notice of the sale or conveyance to the City. Furthermore, the Owner and the Owner's heirs, successor, and assigns shall give the City written notice within 14 days of any change in the agricultural exemption status of the Property. A copy of either notice required by this section shall be forwarded to the City at the following address.

City of Taylor
Attn: City Manager
400 Porter Street
Taylor, Texas 76574

Section 8. This Agreement shall run with the Property and be recorded in the real property records of Williamson County, Texas.

Section 9. If a court of competent jurisdiction determines that any covenant of this Agreement is void or unenforceable, including the covenants regarding involuntary annexation, then the remainder of this Agreement shall remain in full force and effect.

Section 10. This Agreement may be enforced by any Owner or the City by and proceeding at law or in equity. Failure to do so shall not be deemed a waiver to enforce the provisions of this Agreement thereafter.

Section 11. No subsequent change in the law regarding annexation shall affect the enforceability of this Agreement or the City's ability to annex the properties covered herein pursuant to the terms of this Agreement.

Section 12. Venue for this Agreement shall be in Williamson, County, Texas.

Section 13. This Agreement may be separately executed in individual counterparts and, upon execution, shall constitute one and the same instrument.

Section 14. This Agreement shall survive its termination to the extent necessary for the implementation of the provisions of Section 3, 4, and 5 herein.

Please attach a copy of your deed in order for this agreement to be in effect.

Entered into this 18th day of October, 2010.

Jean Marx
Owner Signature
Printed Name: Jean Marx

Mike Marx
Owner Signature
Printed Name: Mike Marx

Owner Signature
Printed Name: _____

THE STATE OF TEXAS }
COUNTY OF WILLIAMSON}

This instrument was acknowledged before me on the day of 18th Oct., 2010, by Jean Marx, Owner.

Jordan M. McVay
Notary Public, State of Texas

THE STATE OF TEXAS }
COUNTY OF WILLIAMSON}



This instrument was acknowledged before me on the day of 18th Oct., 2010, by Mike Marx, Owner.

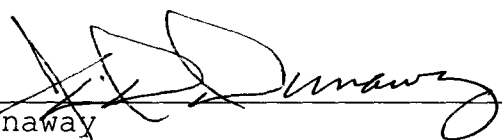
Jordan M. McVay
Notary Public, State of Texas

THE STATE OF TEXAS }
COUNTY OF WILLIAMSON}



This instrument was acknowledged before me on the day of _____, 2010, by _____, Owner.

Notary Public, State of Texas

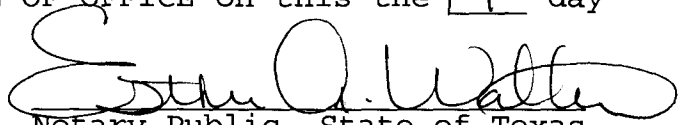


Jim Dunaway
City Manager, City of Taylor, Texas

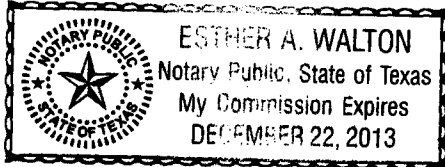
THE STATE OF TEXAS
COUNTY OF WILLIAMSON

BEFORE ME, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared Jim Dunaway, City Manager, known to me to be the person and officer whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed same for and as the act and deed of the City of Taylor, Texas, and for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the 19th day
of November, 2010.



Notary Public, State of Texas



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.

SALLY J. MARX

TO

MICHAEL T. MARX

**WARRANTY
DEED OF GIFT**

COPY

STATE OF TEXAS,
COUNTY OF WILLIAMSON.

§
§
§

SALLY J. MARX, a Single Woman of Williamson County, Texas, herein called Grantor, for and in consideration of the sum of ONE AND NO/100 DOLLARS (\$1.00), the receipt of which is hereby acknowledged and confessed, for which no lien, either expressed or implied is retained, and for and in consideration of the love and affection which I have and bear toward my son, MICHAEL T. MARX;

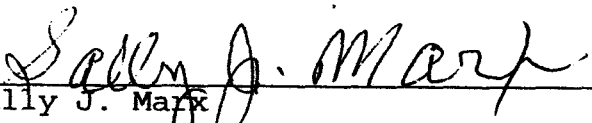
Has GRANTED, GIVEN AND CONVEYED, and by these presents does GRANT, GIVE, AND CONVEY unto MICHAEL T. MARX, as his sole and separate property, of 51 County Road 368 in Taylor, Williamson County, Texas 76574, herein called Grantee, all of Grantor's undivided interest, being at least an undivided one-half (1/2) interest, in and to the following described property, to-wit:

Being 10 acres of land out of the James C. Eaves Survey, Abstract No. 213, Williamson County, Texas, and being more particularly described by metes and bounds in Exhibit "A" attached hereto and incorporated by reference herein for all purposes, SAVE AND EXCEPT THE FOLLOWING TWO TRACTS OF LAND:
(1) 1.00 acre tract of land conveyed to Michael T. Marx and

wife, Jean Marx by Deed dated September 22, 1994, and recorded in Volume 2612, Page 837, of the Official Records of Williamson County, Texas, and being more particularly described by metes and bounds in Exhibit "B" attached hereto and incorporated by reference herein for all purposes; AND (2) 0.238 of an acre tract of land conveyed to Williamson County by Deed dated July 29, 2004, and recorded under Document No. 2004061049, and being more particularly described by metes and bounds in Exhibit "C" attached hereto and incorporated by reference herein for all purposes ("Property" or "Premises").

TO HAVE AND TO HOLD the above described Premises, together with all and singular the rights and appurtenances thereto in anywise belonging, and any of my right, title and interest in and to adjacent streets, alleys, and rights-of-way, unto Grantee, his heirs, executors, administrators, successors, or assigns forever, and I do hereby bind myself, my heirs, executors, administrators, successors and assigns to WARRANT AND FOREVER DEFEND all and singular the Property unto the Grantee, his heirs, executors, administrators, successors and assigns, against every person whomsoever lawfully claiming or to claim the same, or any part thereof, subject, however, to all restrictions, reservations, easements, conditions, or covenants in effect on the Property and filed of record or existing on the ground as of the date hereon.

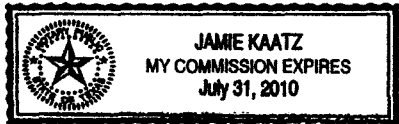
DATED this the 2nd day of July, 2007.


Sally J. Marx

This instrument was prepared based on information furnished by the parties, and no independent title search has been made.

STATE OF TEXAS,
COUNTY OF WILLIAMSON.

This instrument was acknowledged before me on this the 2nd
day of July, 2007, by Sally J. Marx.



Jamie Kaatz
Notary Public in and for
The State of Texas

clients/marx.s/deed/ntwrog

EXHIBIT A

FIELD NOTES FOR SALLY J. AND MICHAEL MARX:

BEING a 10.00 acre tract of land situated in the James C. Eaves Survey, Abstract No. 213, Williamson County, Texas, and being a part of that certain 60.864 acre tract of land conveyed by deed to Fred R. Parks, Jr., as recorded in Volume _____, Page _____, Official Records, Williamson County, Texas. Surveyed on the ground in the month of October, 1993, under the supervision of R. T. Magness, Jr., Registered Professional Land Surveyor, and being more particularly described as follows:

BEGINNING at an iron pin set in the East line of County Road No. 101, also being the West line of said 60.864 acre Parks tract, for the Northwest corner hereof, said corner being S 20° 16' 30" E, 1028.15 feet from an iron pin, marking the Northwest corner of said 60.864 acre Parks tract;

THENCE N 69° 02' 15" E, 600.00 feet to an iron pin set for the Northeast corner hereof;

THENCE S 20° 16' 30" E, 726.05 feet to an iron pin set in the North line of County Road No. 368, also being the South line of said 60.864 acre Parks tract, for the Southeast corner hereof;

THENCE S 69° 02' 15" W, 600.00 feet with the said North line of County Road No. 368 to an iron pin set at the intersection with the East line of County Road No. 101, marking the Southwest corner of said 60.864 acre tract for the Southwest corner hereof;

THENCE N 20° 16' 30" W, 726.05 feet with the said East line of County Road No. 101 to the place of BEGINNING and containing 10.00 acres of land.

STATE OF TEXAS

§

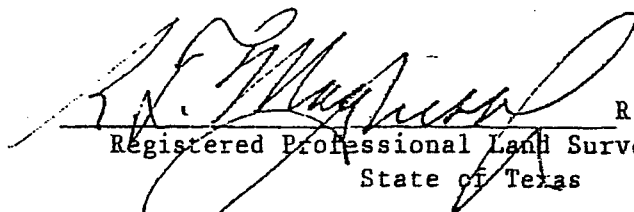
KNOW ALL MEN BY THESE PRESENTS:

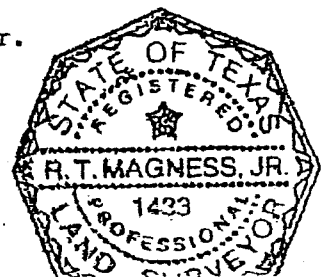
COUNTY OF WILLIAMSON

§

I, R. T. Magness, Jr., Registered Professional Land Surveyor, do hereby certify that this survey was made on the ground of the property legally described hereon and is correct, and that there are no apparent discrepancies, conflicts, overlapping of improvements, visible utility lines or roads in place, except as shown on the accompanying plat, and that said property has access to and from a dedicated roadway, to the best of my knowledge and belief.

TO CERTIFY WHICH, WITNESS my hand and seal at Taylor, Williamson County, Texas, this 12th day of October, 1993, A.D.


R. T. Magness, Jr.
Registered Professional Land Surveyor, No. 1433
State of Texas



Job No. S-16142.01

tb/14

SAVE AND EXCEPT

EXHIBIT B

FIELD NOTES

BEING 1.00 acre of land out of the JAMES C. EAVES SURVEY, ABSTRACT NO. 213, WILLIAMSON COUNTY, TEXAS, and being a part of that certain 10.00 acre tract of land described in a deed to Sally J. Marx and Michael T. Marx recorded in Volume 2416, Page 415, Official Records, Williamson County, Texas, and being more particularly described by metas and bounds as follows, to wit:

BEGINNING at an iron rod found at the southwest corner hereof in the north line of County Road No. 368, from which an iron rod found at the southwest corner of said 10.00 acre tract, (said southwest corner being at the intersection of the north line of County Road No. 368 and the east line of County Road No. 101), bears S 69° 01' 45" W a distance of 199.91 feet;

THENCE N 20° 57' 45" W a distance of 272.06 feet to an iron rod found at the northwest corner hereof;

THENCE N 69° 00' 25" E a distance of 160.18 feet to an iron rod found at the northeast corner hereof;

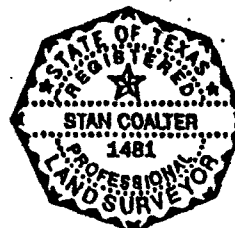
THENCE S 20° 56' 57" E a distance of 272.19 feet to an iron rod found at the southeast corner hereof in the north line of County Road No. 368;

THENCE S 69° 03' 14" W a distance of 160.11 feet with the north line of County Road No. 368 to the Place of Beginning, containing 1.00 acre of land, subject to easements, conditions or restrictions of record, if any.

COALTER & ASSOCIATES, SURVEYORS



Stan Coalter, RPLS, LSLs
9-23-94



SAVE AND EXCEPT

FIELD NOTES
FOR ROW ACQUISITION
FROM SALLY MARX - CR 101

EXHIBIT C

FIELD NOTES FOR 0.238 ACRES OF LAND OUT OF THE JAMES CLEAVES SURVEY, ABSTRACT NO. 213, SAME BEING OUT OF AND PART OF A 9.00 ACRE TRACT OF LAND CONVEYED TO SALLY MARX AS RECORDED IN VOL. 2416, PG. 415, OFFICIAL RECORDS, WILLIAMSON COUNTY, TEXAS, FOR WHICH A MORE PARTICULAR METES AND BOUNDS DESCRIPTION IS AS FOLLOWS:

BEGINNING at a ½" rebar found on the east R.O.W. of County Road 101 (CR 101) at the southwest corner of the 9.00 acre tract referenced above at the intersection of CR 101 with CR 368 for the southwest corner hereof;

THENCE N22°45'07"W with the east R.O.W. of (CR 101) and the west line of the 9.00 acre tract for a distance of 726.05 feet to a ½" rebar found at the northwest corner of the 9.00 acre tract and the southwest corner of a 38.07 acre tract described in Doc. # 9708358 of the Williamson County Deed Records for the northwest corner hereof;

THENCE N66°33'38"E with the north line of the 9.00 acre tract and the south line of the 38.07 acre tract for a distance of 13.00 feet to a ½" rebar set with cap for the northeast corner hereof;

THENCE S22°57'14"E with the east line of the proposed ROW crossing the 9.00 acre tract for a distance of 726.02 feet to a ½" rebar set with cap set in the south line of the 9.00 acre tract and the north ROW of CR 368 for the southeast corner hereof;

THENCE S66°33'38"W for a distance of 15.56 feet to the PLACE OF BEGINNING and containing 0.238 acres of land.

NOTES FOR CLARIFICATION:

- 1) All ½" rebars set have caps labeled WILLIAMSON CNTY.
- 2) See attached Survey Sketch for further orientation.
- 3) Bearing basis is based on HARN 84 GPS with record bearings rotated 2°28'37" CCW.

I, the undersigned do hereby certify that the field notes hereon were prepared from an actual on-the-ground survey under my direct supervision and that they are true and correct to the best of my knowledge on this the 10th day of February, 2002.


Dwight L. Pittman, R.P.L.S. 2442
Williamson County Unified Road System
3151 SE Inner Loop, Suite B
Georgetown, Texas 78626



49875

WARRANTY DEED

FRED R. PARKS JR., ET AL

SALLY J. MARX, ET AL

THE STATE OF TEXAS,
COUNTY OF WILLIAMSON.

KNOW ALL MEN BY THESE PRESENTS: THAT We, Fred R. Parks, Jr., a single man of Williamson County, Texas, Jay Perry, David Perry and Gregg Perry, all of Dallas County, Texas, hereinafter at times called "Grantors", whose respective spouses, where married, are not joined herein for the reason that the interest owned by each Grantor in the hereinafter described property is the separate property of each Grantor and such property does not constitute any part of the homestead of the said Jay Perry, David Perry and Gregg Perry and these Grantors warrant that no community funds have been expended on or in connection with such property, for and in consideration of the sum of Ten and No/100 (\$10.00) Dollars and other good and valuable consideration to us cash in hand paid by Sally J. Marx and Michael T. Marx, hereinafter at times called "Grantees", the receipt and sufficiency of which are hereby duly acknowledged and for which no lien, either express or implied, is herein and hereby retained or shall exist; have **GRANTED, SOLD and CONVEYED**, and by these presents do **GRANT, SELL and CONVEY**, unto the said Sally J. Marx and Michael T. Marx of Williamson County, Texas, the following described tract or parcel of land lying and being situated in Williamson County, Texas, to wit:

BEING 10 acres of land out of the James C. Eaves Survey, Abstract No. 213, Williamson County, Texas, and being more particularly described in field notes prepared by R. T. Magness, Jr., Registered Professional Land Surveyor No. 1433 of the State of Texas, a copy of which said field notes marked Exhibit "A" bearing his certificate dated October 12, 1993, is attached hereto and made a part hereof for all purposes as fully as though copied herein at this place at length.

TO HAVE and TO HOLD said property and premises, together with all and singular the rights and appurtenances thereto in anywise belonging unto the said Grantees, their heirs and assigns, forever; and We, Grantors herein, do hereby bind

ourselves, our heirs, executors and administrators, to **WARRANT and DEFEND FOREVER**, all and singular the said premises unto the said Grantees, their heirs and assigns, against every person whomsoever lawfully claiming, or to claim the same, or any part thereof, subject only to all easements appearing of record applicable to the property hereby conveyed.

Possession of said property and premises, shall be granted simultaneously with the delivery of this deed.

Ad valorem taxes for the year 1993 shall be paid by Grantors herein and Grantees shall be responsible for any rollback in taxes.

WITNESS OUR HANDS THIS the 2nd day of November, A.D. 1993.

GRANTEES' ADDRESS:

1306 Chisholm Trail

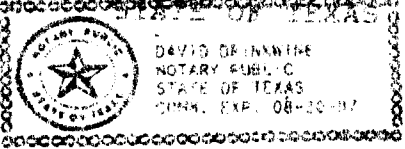
Round Rock, Texas 78681

Fred R. Parks, Jr.
FRED R. PARKS, JR.

Jay Perry
JAY PERRY
David Perry
DAVID PERRY
Greg Perry
GREGG PERRY

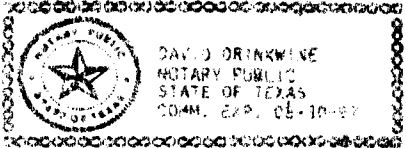
THE STATE OF TEXAS,
COUNTY OF ~~DALLAS~~ DALLAS.

This instrument was acknowledged before me on the 3rd day of November, A. D. 1993, by Fred R. Parks, Jr.

David Drinkwine
NOTARY PUBLIC IN AND FOR THE
STATE OF TEXAS


THE STATE OF TEXAS,
COUNTY OF DALLAS.

This instrument was acknowledged before me on the 3rd day of November, A. D. 1993, by Jay Perry.

David Drinkwine
NOTARY PUBLIC IN AND FOR THE
STATE OF TEXAS


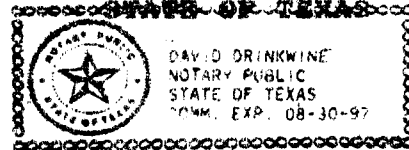
THE STATE OF TEXAS,

COUNTY OF DALLAS.

This instrument was acknowledged before me on the 3rd day of November, A. D. 1993, by David Perry.

David Drinkwine

NOTARY PUBLIC IN AND FOR THE



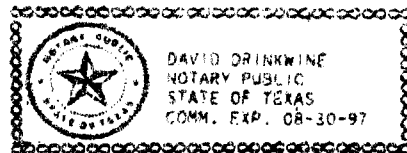
THE STATE OF TEXAS,

COUNTY OF DALLAS.

This instrument was acknowledged before me on the 3rd day of November, A. D. 1993, by Gregg Perry.

David Drinkwine

NOTARY PUBLIC IN AND FOR THE
STATE OF TEXAS



FIELD NOTES FOR SALLY J. AND MICHAEL MARX:

BEING a 10.00 acre tract of land situated in the James C. Eaves Survey, Abstract No. 213, Williamson County, Texas, and being a part of that certain 60.864 acre tract of land conveyed by deed to Fred R. Parks, Jr., as recorded in Volume _____, Page _____, Official Records, Williamson County, Texas. Surveyed on the ground in the month of October, 1993, under the supervision of R. T. Magness, Jr., Registered Professional Land Surveyor, and being more particularly described as follows:

BEGINNING at an iron pin set in the East line of County Road No. 101, also being the West line of said 60.864 acre Parks tract, for the Northwest corner hereof, said corner being S 20° 16' 30" E, 1028.15 feet from an iron pin, marking the Northwest corner of said 60.864 acre Parks tract;

THENCE N 69° 02' 15" E, 600.00 feet to an iron pin set for the Northeast corner hereof;

THENCE S 20° 16' 30" E, 726.05 feet to an iron pin set in the North line of County Road No. 368, also being the South line of said 60.864 acre Parks tract, for the Southeast corner hereof;

THENCE S 69° 02' 15" W, 600.00 feet with the said North line of County Road No. 368 to an iron pin set at the intersection with the East line of County Road No. 101, marking the Southwest corner of said 60.864 acre tract for the Southwest corner hereof;

THENCE N 20° 16' 30" W, 726.05 feet with the said East line of County Road No. 101 to the place of BEGINNING and containing 10.00 acres of land.

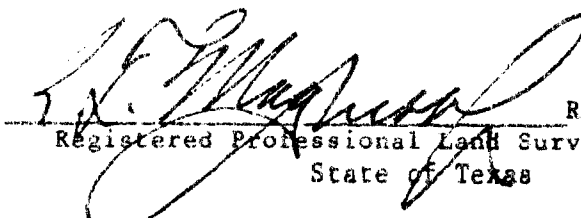
STATE OF TEXAS §

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF WILLIAMSON §

I, R. T. Magness, Jr., Registered Professional Land Surveyor, do hereby certify that this survey was made on the ground of the property legally described hereon and is correct, and that there are no apparent discrepancies, conflicts, overlapping of improvements, visible utility lines or roads in place, except as shown on the accompanying plat, and that said property has access to and from a dedicated roadway, to the best of my knowledge and belief.

TO CERTIFY WHICH, WITNESS my hand and seal at Taylor, Williamson County, Texas, this 12th day of October, 1993, A.D.


R. T. Magness, Jr.
Registered Professional Land Surveyor, No. 1433
State of Texas

Job No. S-16142.01
tb/14

Page 1 of 1

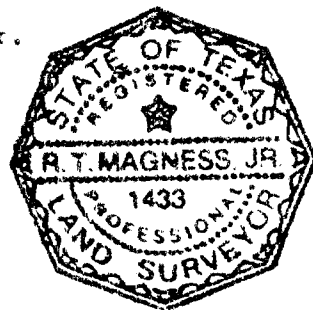


EXHIBIT "A"

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

NOV 22 1993



COUNTY CLERK
WILLIAMSON COUNTY, TEXAS



Steger & Bizzell Engineering, Inc.

Consulting Engineers

Surveyors

P.O. BOX 550

COMPTON, TEXAS 76527

201-22-1402



City Council Meeting November 23, 2010 Agenda Item Transmittal

Agenda Item #: 2

Agenda Title: Consider introducing Ordinance 2010-45 regarding annexation of properties northwest of Taylor in the vicinity of CR 101 and the future Chandler Road Right of Way.

Council Action to be taken: Introduce Ordinance 2010-45

Initiating Department(s): Community Development.

Staff Contact: John Elsdon, AICP, City Planner

1. INTRODUCTION/PURPOSE

The purpose of this item is to consider introducing Ordinance 2010-45 for the annexation areas described above.

2. DESCRIPTION/ JUSTIFICATION

Annexation is a critical right of municipalities in order to expand their tax base and provide the services expected of them by its citizens. Physical growth of the City is also a crucial economic development tool. As communities grow in population, cities must also grow in size to maintain a reasonable standard of living. The most obvious is the expansion of the tax base in order to keep pace with the financial demand to provide services.

The area proposed for annexation consists of 51 parcels totaling 854 acres. 752 acres contain an agricultural exemption. The area contains 21 homes and staff estimates that fewer than 60 residents live in the area.

All property owners that have an exemption (agricultural, timber, conservation) were mailed a Development Agreement allowing them to opt-out of the annexation for up to 15 years by agreeing not to develop their property. An exception to the development requirement relates to agricultural development, such as a shed or barn, etc. Development Agreements were mailed on September 20, 2010 and due October 20, 2010.

Development Agreements were signed which represent 16 of the 51 parcels. Five of the agriculturally exempt properties did not sign a Development Agreement, as can be seen on the map. The assessed value of the properties with signed Development Agreements totals \$1,313,400. The total assessed value of all parcels is \$6,837,979. All of the brown colored properties on the map (7g) have signed Development Agreements, the five blue

colored parcels on the map (Timmermann, Frazier Family Investments (2 parcels), Shumore Joint Venture, Diane Bohac, Trustee) have not signed an Agreement.

Annexation law limits the City to annex no more than ten percent per year or 30 percent of its land area if the City has not annexed in the past three years. The City's current size is 11,411 acres or 17.8 square miles. This proposed annexation plus the two previously annexed areas this year are under the 10% per year maximum that a City is allowed to annex per state requirements. The amount of land proposed for this annexation is 419.05 acres including those properties that did not sign the Development Agreement.

In preparation of the public hearings, notices were sent to property owners being annexed, along with newspaper legals, web announcements, and notice to service providers, emergency medical providers, and the school district. Both of the required public hearings have been completed.

The City has prepared a Service Plan (7d), which outlines how the City will provide services to the newly annexed area. These services include police and fire protection, solid waste pick-up, water, wastewater, fire protection, etc. The Service Plan is attached.

3. FINANCIAL/BUDGET

Not applicable at this time.

4. TIMELINE CONSIDERATIONS

Please refer to the attached annexation schedule.

5. RECOMMENDATION

Staff recommends that the Council introduce Ordinance 2010-45.

6. REFERENCE FILES

- 2a. [Ordinance 2010-45](#) with Field Notes and survey
- 2b. [Annexation map](#)
- 2c. [Annexation Service Plan](#)
- 2d. [Taylor ETJ](#) with annexation location
- 2e. [Annexation Steps and Schedule](#)

ORDINANCE 2010-45

AN ORDINANCE OF THE CITY OF TAYLOR, TEXAS PROVIDING FOR THE ANNEXATION OF THE TRACT OF LAND HEREINAFTER MORE SPECIFICALLY DESCRIBED BY METES AND BOUNDS TO THE CITY OF TAYLOR, TEXAS FOR ALL MUNICIPAL PURPOSES; AND LOCATED WITHIN THE EXTRATERRITORIAL JURISDICTION OF THE CITY OF TAYLOR, TEXAS; PROVIDING FOR AN ANNEXATION SERVICE PLAN AND THE EXTENSION OF THE CORPORATE LIMITS OF THE CITY OF TAYLOR, TEXAS TO INCLUDE THE ANNEXED TRACT; PROVIDING FOR PARTIAL INVALIDITY; PROVIDING FOR SEVERABILITY; PROVIDING FOR SAVINGS; PROVIDING FOR ENGROSSMENT AND ENROLLMENT; PROVIDING FOR PUBLICATION IN THE OFFICIAL NEWSPAPER OF THE CITY OF TAYLOR, TEXAS AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Taylor, Texas is a Home Rule City as defined by the TEXAS LOCAL GOVERNMENT CODE (hereinafter referred to as "LGC"); and

WHEREAS, an area to be annexed more fully described in Exhibit "A" attached hereto and incorporated by reference herein for all purposes is located within the extraterritorial jurisdiction of and is lying and is adjacent to the present corporate limits of the City of Taylor, Texas("Area"); and

WHEREAS, under LGC, the Taylor, Texas City Charter, and other applicable provisions of Texas law, the City of Taylor, Texas and the Taylor City Council as the governing body of the municipality is authorized to annex the Area; and

WHEREAS, the City Council of the City of Taylor, Texas mailed notices regarding the annexation to all owners within the Area, to utilities, school districts, fire departments, and railroads providing services within the Area, established first and second public hearing dates on the annexation, and provided such other notice and complied with provisions for annexation required under the LGC and as otherwise required by law; and

WHEREAS, the City of Taylor, Texas prepared a service plan for the extension of municipal services into the Area to be annexed and the plan was proposed by the City Council of Taylor, Texas prior to the first public hearing on the annexation and was thereafter available, and

WHEREAS, all notices, publications, and hearings have been duly given or held as required by the LGC and no written protest to the annexation was filed with City Clerk of Taylor, Texas; and

WHEREAS, the City has mailed all property owners who have agreed to a Development Agreement which may exempt them from annexation for up to 15 years if they follow the terms of the agreement; and

WHEREAS, institution of annexation proceedings and the presentation and introduction of this Ordinance in such forms as it may be finally passed occurred within the periods of time and methods prescribed by law,

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

SECTION 1.

The above and foregoing preamble is true and correct and is incorporated herein and made a part hereof for all purposes.

SECTION 2.

That the hereinafter described tract of land (Area) which lies within Williamson County, Texas and is within the extraterritorial limits of, is adjacent to and is contiguous to the present corporate limits of the City of Taylor, Texas is hereby annexed to the City of Taylor, Texas for all municipal purposes and the corporate lines and limits of the City of Taylor, Texas are hereby extended to include the Area, which is more particularly described by metes and bounds in Exhibit "A", save and except those properties that include a Development Agreement and are defined by legal descriptions herein.

SECTION 3.

That the Area annexed herein shall bear its pro-rata part of the taxes assessed by the City of Taylor, Texas.

SECTION 4.

That the inhabitants of the Area hereby annexed to the City of Taylor, Texas shall be entitled to all the rights and privileges of the citizens of the City of Taylor, Texas and shall be bound by the acts, ordinances, codes, resolutions and regulations of the City of Taylor, Texas.

SECTION 5.

It is not the intention of the City of Taylor, Texas to annex any territory or area not legally subject to annexation by the City, and should any portion of the above-described Area not be subject to legal annexation by the City of Taylor, Texas such fact shall not prevent the City from annexing such Area, above-described, which is subject to legal annexation by the City, and it is the intention of the City to annex only such territory or area that it may legally annex within the limits of the above-described Area.

SECTION 6.

The Annexation Service Plan which is attached to this Ordinance as Exhibit "B" is hereby approved and incorporated by reference herein as part of the Ordinance.

SECTION 7.

It is hereby declared to be the intention of the City Council of the City of Taylor, Texas that the phrases, clauses, sentences, paragraphs, and sections of this Ordinance are severable, and if any phrase, clause, sentence, paragraph, or section of this Ordinance should be declared

unconstitutional by the valid judgment or decree of any court of competent jurisdiction, such unconstitutionality shall not affect any of the remaining phrases, clauses, sentences, paragraphs, or sections of this Ordinance, since the same would have been enacted by the City Council without incorporation in this Ordinance of any such unconstitutional phrase, clause, sentence, paragraph, or section.

SECTION 8.

All rights and remedies of the City of Taylor, Texas are expressly saved as to any and all violations of the provisions of any Ordinances affecting annexations, which have accrued at the time of the effective date of this Ordinance; and, as to such accrued violations and all pending litigation, both civil and criminal, whether pending in court or not, under such Ordinances, same shall not be affected by this Ordinance but may be prosecuted until final disposition by the courts.

SECTION 9.

The City Clerk of the City of Taylor, Texas is hereby directed to engross and enroll this Ordinance by copying the exact Caption and the Effective Date clause in the minutes of the City Council of the City of Taylor, Texas and by filing this Ordinance in the Ordinance records of the City.

SECTION 10.

The City Clerk of the City of Taylor, Texas is directed to publish in the Official Newspaper of the City of Taylor, Texas the Caption and the Effective Date of this Ordinance for two (2) days.

SECTION 11.

This Ordinance shall be in full force and effect immediately upon passage.

In accordance with Article VIII, Section 1, of the City Charter, Ordinance No. 2010-45 was introduced before the Taylor City Council on the 23rd day of November, 2010.

PASSED, APPROVED and ADOPTED this the _____ day of _____
2010.

John McDonald, Mayor Pro Tem
City of Taylor

ATTEST:

Susan Brock, City Clerk

Approved as to Form:

Ted W. Hejl, City Attorney

PROPOSED ANNEXATION TWO 2010 (1)
419.05 ACRES

These notes describe that certain tract of land located in Williamson County, Texas adjacent to the existing City Limit Boundary of Taylor, Texas; subject tract impacts the following:

- “1.22 Acres” Wheeler, Aaron M & Tonja A
- “1.00 Acre” Wheeler, Aaron M & Tonja A
- “1.24 Acres” Wheeler, Donald R & Elaine E
- “1.48 Acres” Jonah Water Special Utility District
- “2.00 Acres” Morrison, Ronald E
- “1.15 Acres” Frazier, Family Investments LTD
- “0.911 Acre” Frazier, Donham P
- “1.00 Acre” Marx, Michael T & Jean
- “12.794 Acres” Gibich, Terry & Phyllis
- “4.87 Acres” Bouchard, Donald Ray
- “5.02 Acres” Gordon, Larry M SR & Judi M & Larry M & Lauren
- “4.97 Acres” Gordon, Larry M SR & Judith M
- “5.1 Acres” Gallagher, Joel
- “4.88 Acres” Sheffield, Stephen D & Autumn
- “4.74 Acres” Trejo, Raymond & Anne Welrich
- “2.00 Acres” Mackey, Odessa
- “2.00 Acres” Foster, Kenneth & Patty
- “6.23 Acres” Kyle, Jeffery D & Amy J
- “2.00 Acres” Mikulencak Rosalee & Paul C
- “2.00 Acres” Offield, Joe D JR & Joy L
- “2.00 Acres” Blagg, Bobby W JR
- “2.00 Acres” Townsend, Danielle
- “2.00 Acres” Hammack, Joe F & Emily S
- “2.00 Acres” Slagle, Kenneth P III & Mary E
- “2.00 Acres” Acord, Michael Wade & Teresa
- “2.00 Acres” Bloomer, Edward J
- “6.25 Acres” Santis, Rosa E
- “2.065 Acres” Jonah Water Special Utility District
- “42.834 Acres” Bohac, Diane Trustee, et al
- “67.78 Acres” Shumore Joint Venture
- “3.329 Acres” Frazier, Donham & P
- “163.610 Acres” Timmermann, Terrell
- “8.224 Acres” Baldwin, Lawrence & Lawrence G
- “30.824 Acres” Frazier Family Investments LTD
- County Road 368 Williamson County
- County Road 101 Williamson County
- County Road 394 Williamson County

Save and Except

- "0.25 Acre" Marx, Michael T
- "8.512 Acres" Marx, Michael T
- "15 Acres" Beran, Gary G & Bertha M

Subject description being prepared under the direct supervision of Bruce Lane Bryan, Registered Professional Land Surveyor No. 4249, on November 3, 2010, and being more fully described as follows:

BEGINNING at a point in the West right-of-way line of County Road 101, same being an upper Northwest corner of the Westernmost current City of Taylor City Limit Boundary;

THENCE North 22°08'22" West, with said West right-of-way line for a distance of **2900.62 feet** to a point in the Southwest intersection of County Road 394 and County Road 101;

THENCE North 73°23'11" West, continuing with the South right-of-way line of County Road 394 for a distance of **43.15 feet** to a point in said right-of-way;

THENCE continuing with the South right-of-way of County Road 394 the following Courses;

South 68°05'24" West, 1638.58 feet to a point;

South 22°01'29" East, 10.00 feet to a point;

South 68°27'51" West, 1276.61 feet to a point;

North 20°19'16" West, 9.99 feet to a point;

South 68°23'30" West, 1412.46 feet to a point, for an exterior corner of subject;

THENCE North 12°52'08" East, leaving the South Right-of-way of County Road 394 for a distance of **96.38 feet** to a point in the North right-of-way of County Road 394 for an exterior corner of subject;

THENCE North 68°38'31" East, with the North right-of-way of County Road 394 for a distance of **847.01 feet** to a point for an interior corner of subject, same being the Southwest corner of a called "42.834 Acre Bohac Tract"; and the point of commencement of a curve to the right, radius of 5131.93 feet, length 1570.17 feet, Bearing **N 36°30'35" East**, and a chord distance of **1564.05 feet** to the point of terminus, same being the Northwest corner of a called "67.78 Acre Shumore Tract"

THENCE North 68°50'44" East, with the North line of said "67.78 Acre" Shumore Tract" for a distance of **2094.52 feet** to a point for the Northeast corner of said tract, same being a point in the North right-of-way of County Road 101;

North 65°17'40" East, 268.76 feet to the point of commencement of a curve to the left, with the radius of 86.21 feet, arc length of 92.33 feet, Bearing **North 24°02'20" East**, Chord distance of **87.98 feet** to the point of terminus;

THENCE North 20°53'27" West, 618.48 feet to a point, for an exterior corner of subject;

THENCE North 58°48'32" East, leaving the West right-of-way of County Road 101 for a distance of **66.52 feet** to a point in the East right-of-way of County Road 101, for an exterior corner of subject;

THENCE with the East right-of-way of County Road 101, the following courses;
South 21°29'52" East, 702.31 feet to a point for an interior corner of subject;
North 68°30'13" East, 25.82 feet to a point for an exterior corner of subject;

THENCE North 68°30'13" East, with the North line of a called "3.329 Acre Donham Tract" for a distance of **850.34 feet** to a point for the Northeast corner of said tract and in the North line of subject;

THENCE North 68°28'51" East, for a distance of **1979.52 feet** to a point for the common Northeast corner of a called "5.1 Acre Gallagher Tract" and a called "4.88 Acre Sheffield Tract", same being an exterior corner of subject;

THENCE South 22°32'48" East, for a distance of **1664.67 feet** to a point in the North right-of-way of County Road 368 for the Southeast corner of a called "6.23 Acre Kyle Tract", same being an interior corner of subject;

THENCE North 68°15'02" East, continuing with the North right-of-way of County Road 368 for a distance of **2031.48 feet** to a point for an exterior corner of subject;

THENCE South 21°31'14" East, leaving the North right-of-way of County Road 368 for a distance of **50.43 feet** to a point in the South right-of-way of County Road 368, same being the Northeast corner of a called "338.192 Acre Timmermann Tract";

THENCE South 20°57'42" East, with the East line of said "338.192 Acre Timmermann Tract" for a distance of **2437.16 feet**; to a point for an exterior corner of subject;

THENCE South 67°47'21" West, for a distance of **1381.39 feet** to a point for an interior corner of subject;

THENCE South 21°37'09" East, for a distance of **184.96 feet** to an exterior corner of the current City of Taylor City Limits;

THENCE South 68°16'27" West, with said City Limits Line for a distance of **784.10 feet** to a point in the North line, same being the point of commencement of a curve to the Left, with a radius of 10018.61 feet, length 1736.42', Bearing **South 64°31'53" West**, chord distance of **1734.25 feet**; to a point for an exterior corner of subject;

THENCE North 21°52'18" West, for a distance of **225.02 feet** to a point for an exterior corner of subject;

THENCE North 67°54'24" East, for a distance of **295.57 feet** to a point for an interior corner of subject;

THENCE North 22°37'19" West, for a distance of **1811.19 feet** to a point for an exterior corner of subject;

THENCE North 81°32'08" East, for a distance of **192.87 feet** to a point for an interior corner of subject;

THENCE North 46°32'57" East, for a distance of **1081.34 feet** to a point for an exterior corner of subject;

THENCE North 88°05'51" East, for a distance of **598.19 feet** to a point for an interior corner of subject;

THENCE North 20°57'07" West, for a distance of **491.48 feet** to a point in the South right-of-way of County Road 368;

THENCE South 68°23'39" West, for a distance of **30.45 feet** to a point;

THENCE South 66°32'51" West, continuing with the South right-of-way of County Road 368 for a distance of **3516.39 feet** to a point for the Northeast corner of a called "2.065 Acre Jonah Water SUD Tract", same being an interior corner of subject;

THENCE South 21°53'04" East, for a distance of **287.87 feet** to a point for the Southeast corner of said "2.065 Acre Jonah Water SUD Tract", same being an exterior corner of subject;

THENCE South 63°41'28" West, for a distance of **328.76 feet** to a point in the East right-of-way of County Road 101 for the Southwest corner of said "2.065 Acre Jonah Water SUD Tract", same being an interior corner of subject;

THENCE South 22°07'05" East, continuing with the East right-of-way of County Road 101 for a distance of **2608.20 feet** to a point in the North line of the Current City Limits for the City of Taylor;

THENCE South 56°05'09" West, leaving the East right-of-way of County Road 101 for a distance of **48.68 feet** to the **PLACE OF BEGINNING**, containing according to the dimensions herein stated an area of **442.812 Acres**, save and except the aforementioned "0.25 Acre Marx Tract" and "15 Acre Beran Tract" and "8.512 Acre Marx Tract" for a **net area of 419.05 Acres**.

PROPOSED ANNEXATION TWO 2010 (2)
8.224 ACRES

These notes describe that certain tract of land located in Williamson County, Texas adjacent to the existing City Limit Boundary of Taylor, Texas; subject tract impacts the following:

- "8.224 Acres" Baldwin, Lawrence

Beginning at a point in the Eastern Boundary line of said "Baldwin Tract" for the Northwest corner of subject;

THENCE the following courses with said East line;

South 33°35'41" East, 421.16 feet to a point;
South 57°15'48" East, 703.96 feet to a point;
North 74°41'36" East, 367.37 feet to a point;

THENCE South 22°18'36" East, for a distance of **214.22 feet** to a point for the Northeast corner of subject;

THENCE the following courses with the South line of subject;

South 55°23'33" West, 305.59 feet to a point;

North 71°05'23" West, 520.35 feet to a point;

North 52°37'27" West, 671.23 feet to a point in the West line of subject for the Southwest corner of subject; same being the point of commencement of a curve to the right, with a radius of 4043.21 feet, length of 430.67 feet, Bearing **North 02°10'39" East**, chord distance of **430.37 feet** to the **PLACE OF BEGINNING**, containing according to the dimensions herein stated an area of **8.224 Acres**

Surveyor's Note: This description does not represent an on-the-ground survey, is not a survey product and only represents the approximate relative locations of property boundaries and/or natural and man-made features. This description does not conform to a class "A", GIS/LIS survey products as defined in category 10 of the TSPS manual of practice and shall not be relied upon for uses which could affect the health, safety or welfare of the general public. Map produced in conjunction with this description must be used to determine parcel location within herein described boundary.

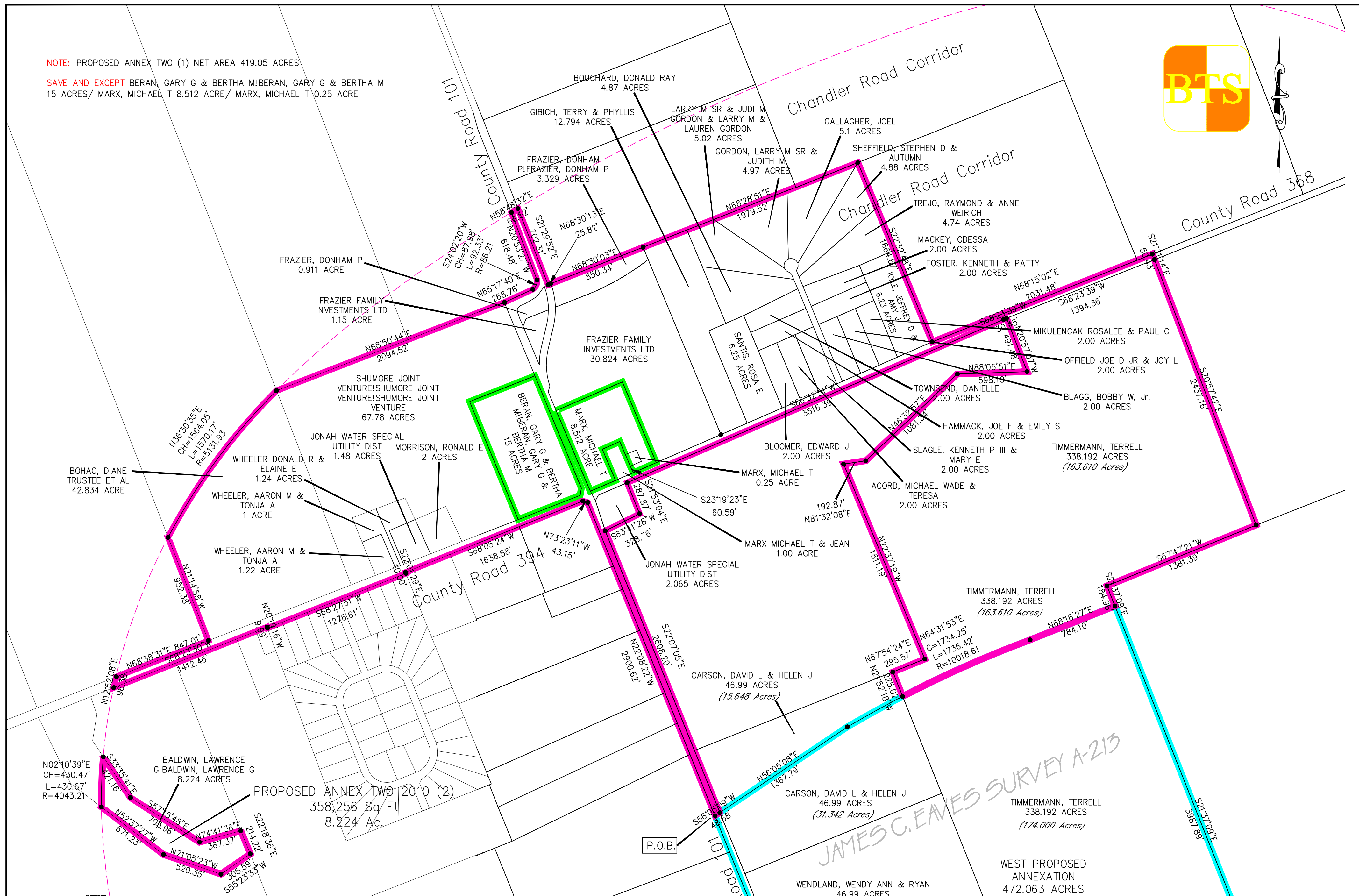
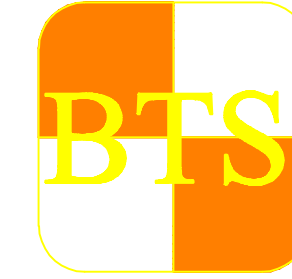
Bruce Lane Bryan

Registered Professional Land Surveyor No. 4249

□ FILENAME 09-055 proposed annex two 2010.doc□

NOTE: PROPOSED ANNEX TWO (1) NET AREA 419.05 ACRES

SAVE AND EXCEPT BERAN, GARY G & BERTHA MIBERAN, GARY G & BERTHA M
15 ACRES/ MARX, MICHAEL T 8.512 ACRE/ MARX, MICHAEL T 0.25 ACRE



SURVEYORS CERTIFICATE

THIS PRODUCT IS A GRAPHIC REPRESENTATION OF THE DATA SHOWN HEREON. IT DOES NOT REPRESENT AN ON-THE-GROUND SURVEY; IS NOT A SURVEY PRODUCT AND ONLY REPRESENTS THE APPROXIMATE RELATIVE LOCATIONS OF PROPERTY BOUNDARIES AND/OR NATURAL AND MAN-MADE FEATURES. THIS PRODUCT DOES NOT CONFORM TO A CLASS A, GIS/LIS SURVEY PRODUCTS DEFINED IN CATEGORY 10 OF THE TSPS MANUAL OF PRACTICE AND SHALL NOT BE RELIED UPON FOR USES WHICH COULD AFFECT THE HEALTH, SAFETY OR WELFARE OF THE GENERAL PUBLIC.

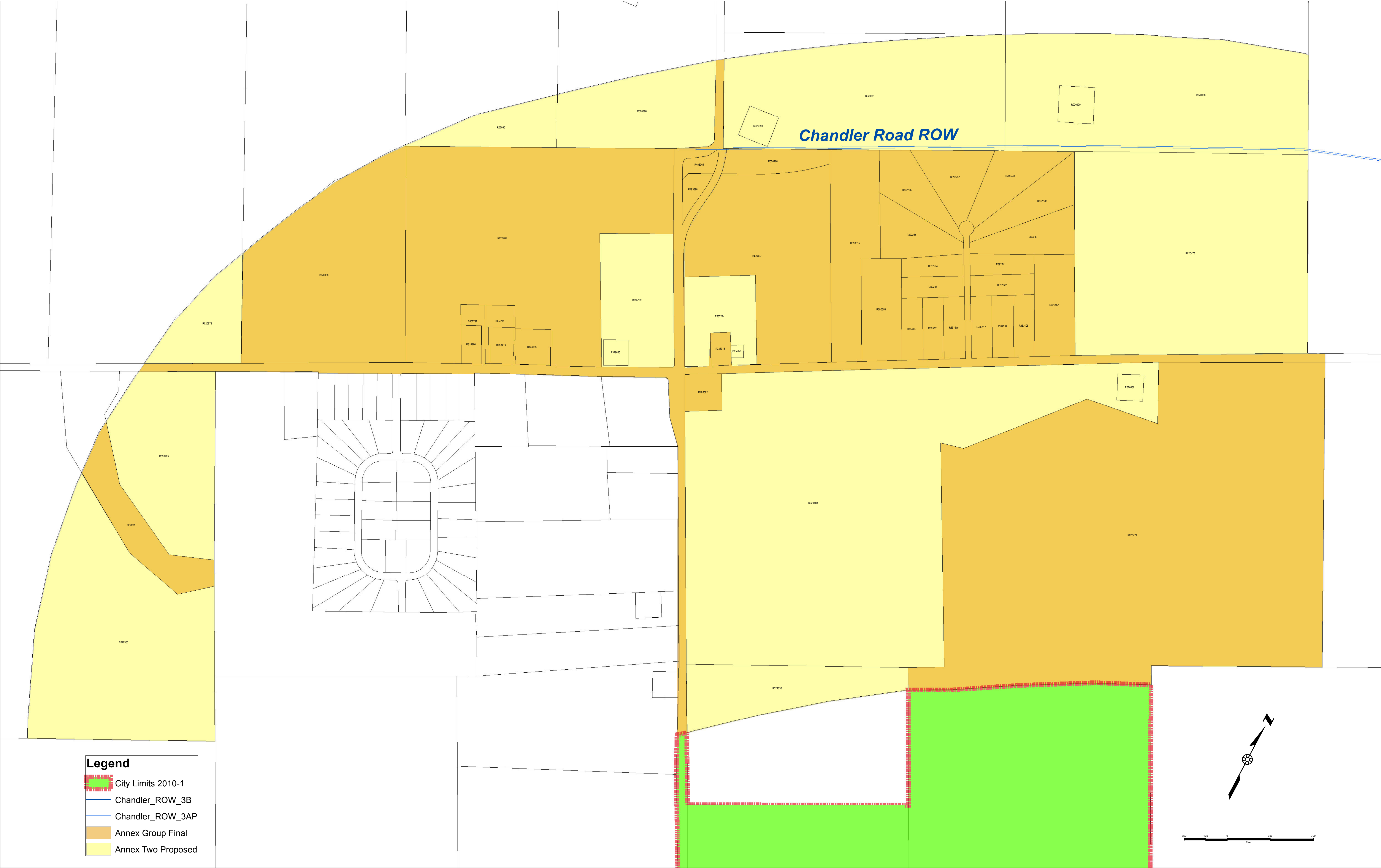
DATE: NOVEMBER 2, 2010

CITY OF TAYLOR PROPOSED ANNEXATION TWO 2010

**BRYAN TECHNICAL SERVICES,
INC.**
P. O. BOX 1371
TAYLOR, TEXAS 76574
512-352-9090
512-352-9091 (Fax)
surveying@austin.rr.com

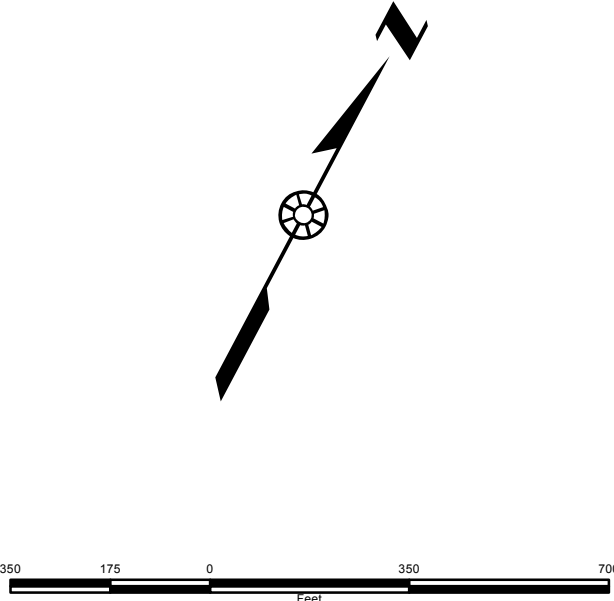
DRAWN BY: ARS	CHECKED BY: BLB
SCALE: 1"=500'	
DATE: 11-19-2010	
JOB NUMBER	SHEET
09-055	

Exhibit: Annex Two 2010
Chandler Road Alignment



Legend

- City Limits 2010-1
- Chandler_ROW_3B
- Chandler_ROW_3AP
- Annex Group Final
- Annex Two Proposed



City of Taylor Annexation Service Plan October 1, 2010

The following is a plan of how City services will be provided to proposed annexation areas, located adjacent to the present City limits. The services will be provided to the area according to the following plan upon annexation.

FIRE

Fire suppression will be available to the area upon annexation. Adequate fire suppression activities can be provided to the annexed area within current budget appropriation. Fire prevention activities will be provided by the Taylor Fire Department as needed.

POLICE

Upon annexation, the City of Taylor Police Department will extend regular and routine patrols to the annexed area. Implementation of police patrol activities can be accommodated within the current budget and staff appropriation.

EMERGENCY MEDICAL SERVICES

Emergency Medical Services will be provided by Williamson County EMS and the City of Taylor Fire Department as needed in accordance with City policies and state laws.

BUILDING INSPECTION

Building inspection, permit issuance, and code enforcement according to applicable codes and law will be conducted by the City upon annexation.

PLANNING AND ZONING

City development ordinances will apply upon annexation and the City will provide the administrative services pertaining to planning, zoning, development and routine City Code enforcement service by present personnel, equipment and facilities.

PARKS AND RECREATION

Upon annexation, current City parks and recreation facilities will be available to residents of the annexed area.

LIBRARY

Upon annexation, City library use will be available to residents of the annexed area according to rules promulgated by the City for library use.

HEALTH DEPARTMENT- HEALTH CODE ENFORCEMENT SERVICE

The Williamson County and Cities Health District and the City provide enforcement of the City health ordinances and regulations and the enforcement will apply upon annexation.

STREETS AND RIGHTS-OF-WAY

Maintenance of annexed streets and rights of way, as appropriate, will include emergency maintenance, repairs of hazardous potholes, and measures necessary for traffic flow; routine maintenance presently performed within the City; reconstruction and resurfacing of streets, installation of drainage facilities, construction of curbs, gutters and other improvements as needed and determined by the City under City policies; installation and maintenance of traffic signals, traffic signs, street markings and other traffic control devices as the need is established by appropriate study and traffic standards and City policy; installation and maintenance of street lighting in accordance with established City policies.

WATER SERVICE AND MAINTENANCE OF WATER FACILITIES

Water service will be provided in accordance with the applicable codes and departmental policies. Inspection of water distribution lines will be provided under the statutes of the State of Texas. Water service is provided by the Jonah Water Special Utility District on the same terms, conditions and requirements as are applied to all similarly situated areas and customers of the City. Water services will be provided to the annexed area at the expense of the developer in accordance with the then current development standards and subdivision regulations of the City.

SANITARY SEWER SERVICE AND MAINTENANCE

Sanitary sewer service will be provided in accordance with applicable codes and departmental policy as development occurs within the annexation area. Sewer service will be provided by the City utility department on the same terms, conditions, and requirements applied to all similarly situated areas and customers of the City, subject to all the ordinances, regulations, and policies of the City in effect from time to time. The system will be accepted and maintained by the City in accordance with its policies. Sanitary sewer services will be provided to the annexed area at the expense of the developer thereof in accordance with the then current development standards and subdivision regulation of the City.

SOLID WASTE SERVICES

Solid waste collection and services now provided to the citizens of the City will be provided in accordance with applicable ordinances, policies and laws.

CAPITAL IMPROVEMENTS

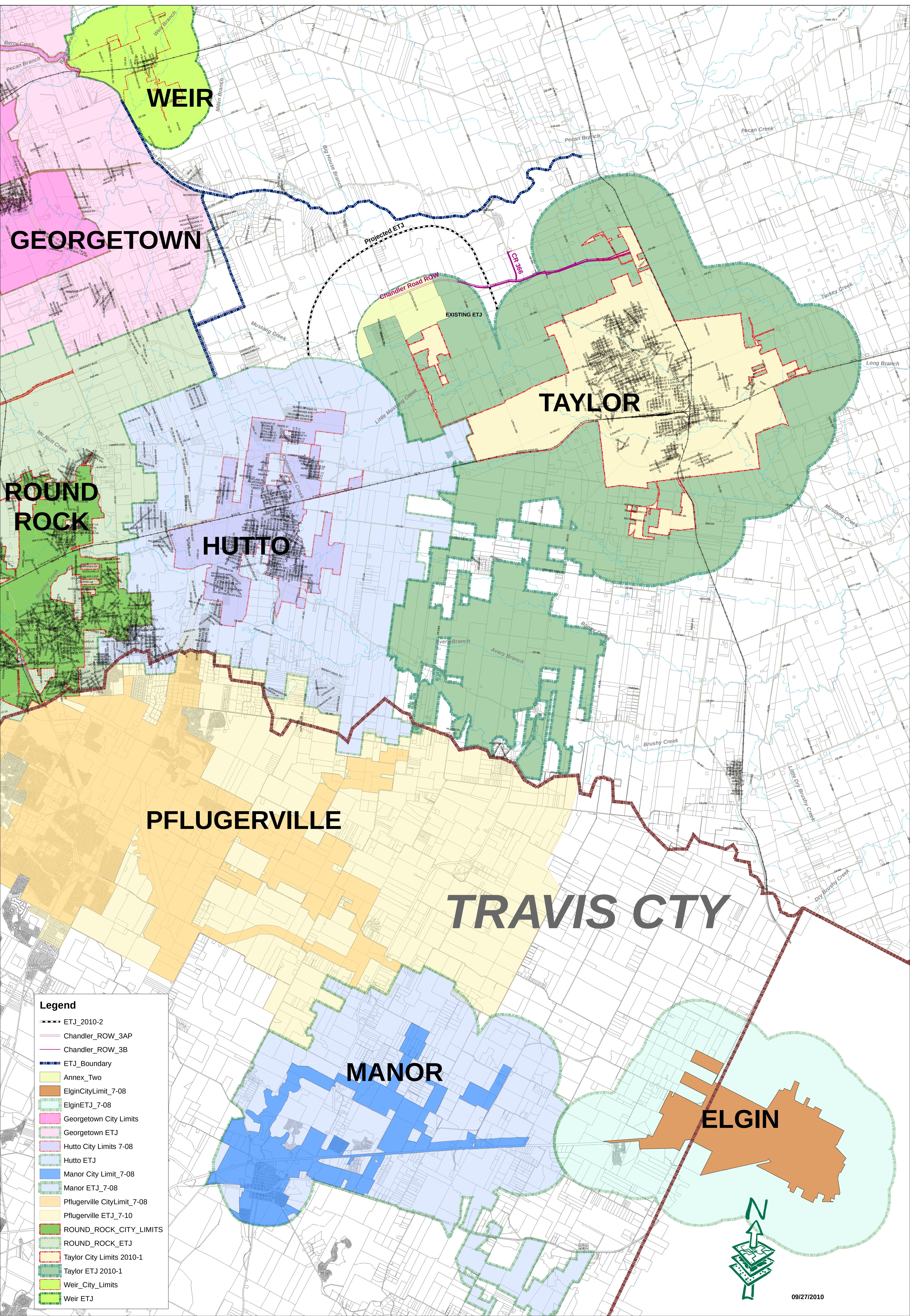
No capital improvements are planned for the annexed area but if any are undertaken they will be initiated and substantially completed according to City policies and State law.

OTHER SERVICES

The annexed area will be provided a level of services, infrastructure, and infrastructure maintenance that is comparable to the level of service, infrastructure, and infrastructure maintenance in other parts of the City, with topography, land use, and population density similar to those reasonably contemplated or projected in the annexed area and as required by law.

If you have any questions or concerns, please call John Elsdon, City Planner, at 512-365-3863, or email at john.elsden@taylortx.gov

Area City ETJs 2010



Initiate September 9

LGC SECTION	STEP	ACTION	NOTE	SCHEDULE
	1	Council authorizes annexation to proceed	Council Meeting	September 9, 2010
	2	Survey of Land (BTS)	After annexation initiation	September 10, 2010
43.035	3	Mail Development Agreements	After annexation initiation	September 20, 2010
	4	Mail annexation letters to property owners who are not agriculturally exempt	After annexation initiation	September 20, 2010
43.0561	5	Last day to send all notices	Property owners, utilities, Rail Road, etc	September 20, 2010
43.0561	6	Last day to send notice to newspaper for notice #1	Minimum of one day prior to publication	October 5, 2010
43.056	7	Service Plan is available	Plan must be available at first public hearing	October 21, 2010
43.0561	8	#1 Notice is posted on the City's website	Must be posted no more than 20 days and no less than 10 days prior to first public hearing	October 6, 2010
43.0561	9	Send first notice to TISD	Must be sent no more than 20 but no less than 11 days before the PH#1	October 6, 2010
43.0561	10	#1 Notice appears in the newspaper	Must be published no more than 20 days and no less than 10 days prior to public hearing	October 6, 2010
43.0561	11	Last day to send notice to newspaper for notice #2	Minimum of one day prior to publication	October 27, 2010
	12	Deadline to receive Development Agreements	Must be mailed 30 days prior to due date	October 20, 2010
43.0561	13	#2 Notice is posted on the City's website	Must be posted no more than 20 days and no less than 10 days prior to public hearing #2	October 20, 2010
43.0561	14	Send second notice to TISD	Must be sent no more than 20 but no less than 11 days before the PH#2	October 20, 2010
43.0561	15	#2 Notice appears in the newspaper	Must be published no more than 20 days and no less than 10 days prior to public hearing #2	October 20, 2010
	16	Prep TL for public hearing #1		October 13, 2010
43.0561	17	Conduct public hearing #1	Must be a minimum of 30 days from when the notices were sent out. Service plan must be available at this meeting	October 21, 2010
	18	Prep TL for public hearing #2		October 27, 2010
43.0561	19	Conduct public hearing #2 - CC Approves Development Agreements	Must be a minimum of 30 days from when the notices were sent out. Service plan must be available at this meeting	November 4, 2010
43.056	20	Begin Land use Planning	Leads up to rezoning after annexation	December 30, 2010
	21	Write annexation ordinance		November 17, 2010

Initiate September 9

	22	Write TL for introduction of ordinance		November 17, 2010
	23	Introduce ordinance	Must be no more than 40 days or less than 20 days from the first public hearing.	November 23, 2010
	24	Adopt ordinance	Must a maximum of 90 days from the date the ordinance was introduced.	November 23, 2010
	25	Approve Development Agreements		November 23, 1900
	26	Complete Future Land Use Planning		March 1, 2011