

ORDINANCE NO. _____ 1158 _____

AN ORDINANCE OF THE CITY OF KYLE, TEXAS ANNEXING 24.653 ACRES OF LAND, MORE OR LESS, LOCATED IN HAYS COUNTY, INCLUDING THE ABUTTING STREETS, ROADWAYS, AND RIGHTS-OF-WAY INTO THE CORPORATE LIMITS OF THE CITY, AT THE REQUEST OF THE PROPERTY OWNER; APPROVING A SERVICE PLAN FOR THE ANNEXED AREA; MAKING FINDINGS OF FACT; PROVIDING A SEVERABILITY CLAUSE AND AN EFFECTIVE DATE; AND PROVIDING FOR OPEN MEETINGS AND OTHER RELATED MATTERS.

WHEREAS, the City of Kyle, Texas, (the “City”) is a home rule municipality authorized by State law to annex territory lying adjacent and contiguous to the City;

WHEREAS, the owner of the property, as hereinafter described, made written request for the City to annex such property in compliance with the *Tex. Loc. Gov't. Code*;

WHEREAS, the property is adjacent and contiguous to the present city limits;

WHEREAS, the City Council heard and has decided to grant the owner’s request that the City annex said property;

WHEREAS, a public hearing was conducted prior to consideration of this Ordinance in accordance with §43.0673 of the *Tex. Loc. Gov't. Code*;

WHEREAS, notice of the public hearing was published not more than twenty (20) nor less than ten (10) days prior to the public hearing;

WHEREAS, the City and the owner of the subject property entered into that certain Development Agreement dated October 6, 2009;

WHEREAS, the Development Agreement sets forth the terms by which the subject property will be annexed into the City;

WHEREAS, the City intends to provide services to the property to be annexed according to the Service Plan attached hereto as Exhibit “B”.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF KYLE, TEXAS:

SECTION 1. That all of the above premises and findings of fact are found to be true and correct and are incorporated into the body of this Ordinance as if copied in their entirety.

SECTION 2. All portions of the following described property (hereinafter referred to as the “Annexed Property”), not previously annexed into the City, including the abutting streets, roadways and rights-of-way, are hereby annexed into the corporate limits of the City:

All that certain area of land being 24.653-acres, more or less, out of the D. Downer Survey, Abstract No. 22 and the A. Brichta Survey, Hays County, Texas and being out of that certain 24.653-acre tract conveyed to the Jack & Janelle R. Hadsell in the warranty deed recorded in Volume 250, Pages 152, and the Quitclaim Deed recorded in Volume 3988, Page 777 Official Public Records of Hays County, Texas and being further described per Letters Testamentary as owned by the Estate of Janelle Hadsell and being more particularly shown and described by survey and metes and bounds in the Exhibit "A" attached hereto and incorporated herein for all purposes.

SECTION 3. That the Service Plan submitted herewith is hereby approved as part of this Ordinance, made a part hereof and attached hereto as Exhibit "B".

SECTION 4. That the future owners and inhabitants of the Annexed Property shall be entitled to all of the rights and privileges of the City as set forth in the Service Plan attached hereto as Exhibit "B", and are further bound by all acts, ordinances, and all other legal action now in full force and effect and all those which may be hereafter adopted.

SECTION 5. That the official map and boundaries of the City, heretofore adopted and amended be and hereby are amended so as to include the Annexed Property as part of the City of Kyle.

SECTION 6. That the Annexed Property shall be temporarily zoned agricultural district A as provided in the City Zoning Ordinance, as amended, until permanent zoning is established therefore.

SECTION 7. The Annexed Property shall be assigned to Council District No. 6.

SECTION 8. That if any provision of this Ordinance or the application of any provision to any person or circumstance is held invalid, the invalidity shall not affect other provisions or applications of the ordinance which can be given effect without the invalid provision or application, and to this end the provisions of this Ordinance are declared to be severable.

SECTION 9. That this Ordinance shall take effect immediately from and after its passage and publication in accordance with the provisions of the *Tex. Loc. Gov't. Code*.

SECTION 10. That it is hereby officially found and determined that the meeting at which this Ordinance is passed was open to the public as required and that public notice of the time, place, and purpose of said meeting was given as required by the Open Meetings Act, *Chapt. 551, Tex. Gov't. Code*.

PASSED AND APPROVED on First Reading this 6th day of July, 2021.

FINALLY PASSED AND APPROVED on this 20th day of July, 2021.

ATTEST:

CITY OF KYLE, TEXAS


Jennifer Holm City Secretary


Travis Mitchell, Mayor

Exhibit “A”

ANNEXED PROPERTY DESCRIPTION

All that certain area of land being 24.653-acres, more or less, out of the D. Downer Survey, Abstract No. 22 and the A. Brichta Survey, Hays County, Texas and being out of that certain 24.653-acre tract conveyed to the Jack & Janelle R. Hadsell in the warranty deed recorded in Volume 250, Pages 152, and the Quitclaim Deed recorded in Volume 3988, Page 777 Official Public Records of Hays County, Texas and being further described per Letters Testamentary as owned by the Estate of Janelle Hadsell and being more particularly shown and described by survey and metes and bounds in the Exhibit "A" attached hereto and incorporated herein for all purposes.

Tract 1

BEGINNING at an iron pipe found at the most easterly corner, as fenced, of that certain 30 acres, more or less, of land conveyed to Mrs. C. C. Young by deed of record in Volume 123 at Pages 128-131 of the Deed Records of Hays County, Texas, which point of beginning is the most easterly corner of this tract;

THENCE, with a fence, S 35° 16' W 633.31 feet to an iron pipe found and S 84° 30' W 547.01 feet to an iron pin set at the most southerly corner of this tract;

THENCE, with a fence, N 59° 22' W 616.67 feet to an iron pin set, N 30° 43' E 475.78 feet to an iron pin set and N 39° 14' W 205.56 feet to an iron pin set at the most northerly west corner of this tract;

THENCE, N 32° 44' E 348.26 feet to an iron pin set on the south line, as fenced, of the Kyle-Science Hall Road, which point is the most northerly corner of this tract;

THENCE, with the south line, as fenced, of the Kyle-Science Hall Road, S 64° 01' E 286.19 feet to an iron pipe found at a corner fence post;

THENCE, with a fence, S 64° 12' E 320.46 feet to an iron pipe found, N 48° 25' E 105.47 feet to an iron pipe found and S 51° 23' E 658.67 feet to the POINT OF BEGINNING and containing 24.033 acres of land.

Tract 2

DESCRIPTION OF 0.62 OF AN ACRE, MORE OR LESS, OF LAND AREA IN THE D. DOWNER SURVEY, ABSTRACT NO. 151, HAYS COUNTY, TEXAS, BEING A PORTION OF THAT TRACT DESCRIBED AS 2.305 ACRES IN A DEED FROM JACK W. CARAWAY ET UX TO HAYS COUNTY DATED FEBRUARY 12, 1996 AND RECORDED IN VOLUME 1206, PAGE 472 OF THE HAYS COUNTY OFFICIAL PUBLIC RECORDS, BEING A PORTION OF THE PREVIOUS LOCATION OF HAYS COUNTY ROAD NO. 122/BEE BEE ROAD, AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a ½" iron rod found at the end of a wire fence in the southwest line of the previous location of Bee Bee Road for the west corner of this description, the north corner of that tract described as 24.033 acres in a deed from Ardmore D. Dees et ux to Jack Hadsell et ux dated May 1, 1972 and recorded in Volume 250, Page 149 of the Hays County Deed Records, and for the east corner of the remaining portion of that tract described as "Third Tract - 76 acres" in a deed from Ardmore D. Dees et ux to Alton J. Franke et ux dated November 12, 1975 and recorded in Volume 279, Page 565 of the Hays County Deed Records (said Hadsell 24.033 acre tract being a portion of the Franke 76 acre Third Tract), from which a 5/8" iron rod found with a plastic cap stamped "RPLS 4532" in the curving south line of the current location of Bee Bee Road for the east corner of that tract described as 0.484 acres in a deed from Evelyn B. Franke to Hays County dated March 8, 1996 and recorded in Volume 1214, Page 357 of the Hays County Official Public Records bears N 66°23'17" W 48.07 feet (said Hays County 0.484 acre tract being a portion of the Franke 76 acre Third Tract);

THENCE leaving the Franke tract, the Hadsell 24.033 acre tract, and the **PLACE OF BEGINNING** as shown on that plat numbered 26361-09-c dated February 24, 2009 prepared for Hays County by Byrn & Associates, Inc., of San Marcos, Texas, crossing portions of the previous location of Bee Bee Road and the Hays County 2.305 acre tract, the following three courses:

1. N 32°57'08" E 14.90 feet to a ½" iron rod set,

Bk Vol Pg
90012572 OPR 3651 874

Bk Vol Pg
10028678 OPR 3988 779

2. With a left-breaking curve having the following characteristics: **delta angle = 29°27'53"**, **radius = 498.37 feet**, **arc = 256.29 feet**, and a chord which bears **N 79°37'27" E 253.48 feet** to a 1/4" iron rod set for the north corner of this description, and

3. **S 32°36'07" E 96.57 feet** to a 1/4" iron rod set in the southeast line of the previous location of Bee Bee Road and northwest line of that tract described as 25.00 acres in a deed from Ellen Long to Steven B. Thomas and Rebecca J. Thomas Dated February 24, 1998 and recorded in Volume 1464, Page 756 of the Hays County Official Public Records for the east corner of this description, from which a 5/8" iron rod found in the curving southeast line of the current location of Bee Bee Road and northwest line of that tract described as 25.00 acres in a deed from Elon C. Nash to Steven B. Thomas and Rebecca J. Thomas dated February 24, 1998 and recorded in Volume 1464, Page 350 of the Hays County Official Public Records for the south corner of that tract described as 0.173 of an acre in a deed from Elon C. Nash to Hays County dated August 8, 1995 and recorded in Volume 1166, Page 738 of the Hays County Official Public Records bears **N 27°05'51" E 210.44 feet**;

THENCE with the common northwest line of the Thomas 25.00 acre tract recorded in Volume 1464, Page 756 and southeast line of the previous location of Bee Bee Road, **S 27°05'51" W 114.74 feet** to a 1/4" iron rod found in the northeast line of the previously mentioned Hadsell 24.033 acre tract for the south corner of this description and the previous location of Bee Bee Road and west corner of the Thomas 25.00 acre tract;

THENCE leaving the Thomas 25.00 acre tract with the common northeast line of the Hadsell 24.033 acre tract and southwest line of the previous location of Bee Bee Road, **N 64°01'00" W (being the bearing basis for this description) 286.12 feet** to the **PLACE OF BEGINNING**.

Bk	Vol	Pg
90012572 OPR	3651	875
Bk	Vol	Pg
10078678 OPR	3988	780

THERE are contained within these metes and bounds 0.62 of an acre, more or less, as prepared from public records and a survey made on the ground on February 24, 2009 by Byrn & Associates, Inc., of San Marcos, Texas. All 1/4" iron rods set are capped with a plastic cap stamped "Byrn Survey".



Kyle Smith, R.P.L.S. # 5307



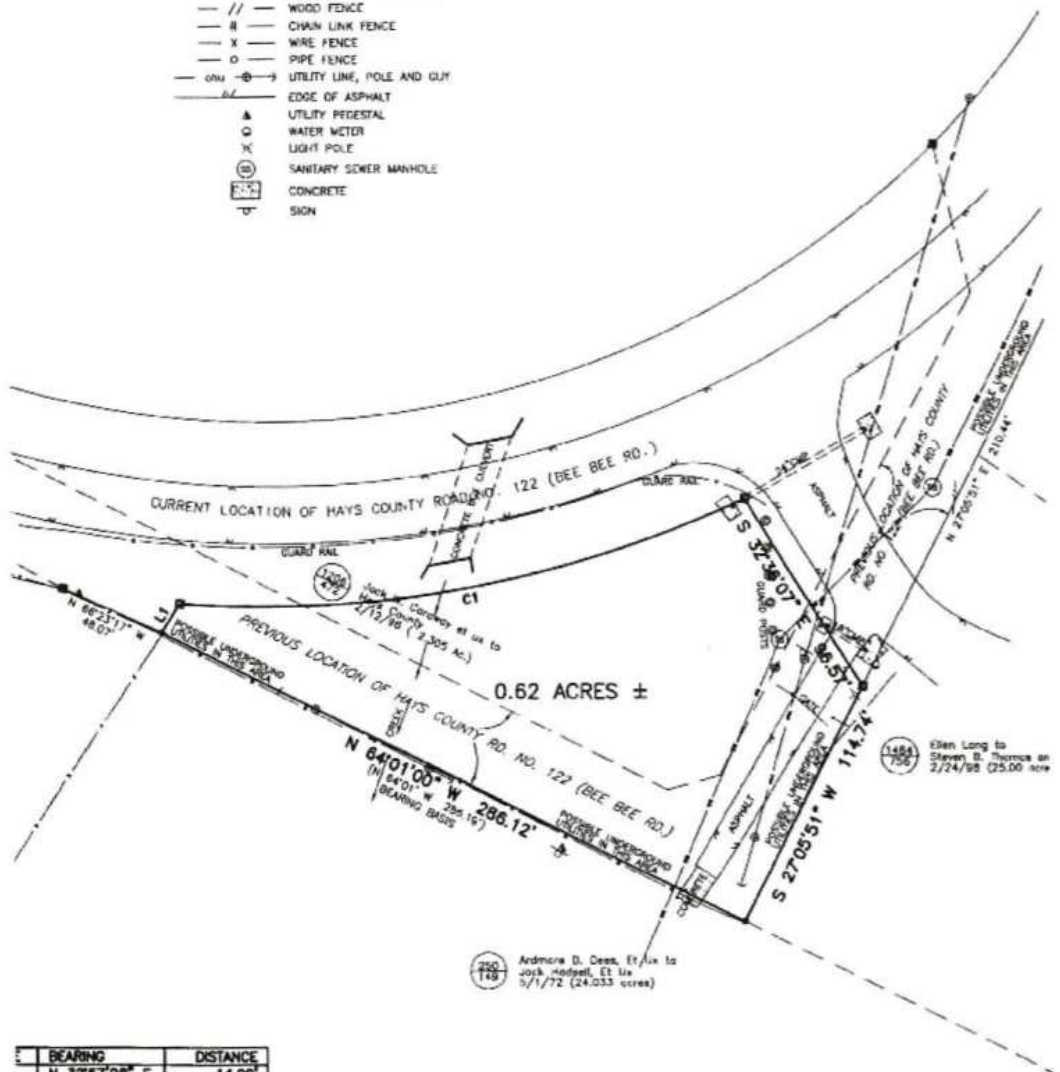
Client: Hays County
Date: February 24, 2009
Survey: Downer, D. A-151
County: Hays, Texas
Job No: 26361-09
END0.62

90012572 Bk Vol Ps
OPR 3651 876
ORIGINAL
1" =

10028678 Bk Vol Ps
OPR 3988 781 A

LEGEND

- VOL
PG HAYS COUNTY DEED, REAL PROPERTY
OR OFFICIAL PUBLIC RECORDS
- 1/2" IRON ROD SET WITH PLASTIC
CAP STAMPED "BYRN SURVEY"
- 1/2" IRON ROD FOUND
OR DIAMETER NOTED
- S/8" 5/8" IRON ROD FOUND WITH PLASTIC
CAP STAMPED "RPLS 4532"
- WOOD FENCE
- CHAIN LINK FENCE
- WIRE FENCE
- PIPE FENCE
- UTILITY LINE, POLE AND GUY
- EDGE OF ASPHALT
- UTILITY PEDESTAL
- WATER METER
- LIGHT POLE
- SANITARY SOWER MANHOLE
- CONCRETE
- SIGN



BEARING	DISTANCE
N 32°57'08" E	14.90'

BE	DELTA ANGLE	RADIUS	ARC LENGTH	CHORD BEARING	CHORD LENGTH
	29°27'53"	498.37'	258.29'	N 79°37'27" E	253.48'

Exhibit “B”

AGREEMENT REGARDING POST-ANNEXATION PROVISION OF SERVICES FOR PROPERTY TO BE ANNEXED INTO THE CITY OF KYLE

This Agreement is entered into by and between the City of Kyle, Texas, a municipal corporation (“City”) and the Sheila Lynn Webb and Rebecca Ann Hadsell as Independent Co-Executors of the Estate of Janelle Hadsell and its successors and assigns (collectively, “Landowner,” whether one or more). Landowner and City may be referred to herein singularly as “Party” or collectively as the “Parties.”

RECITALS

WHEREAS, Landowner owns the land described in the Annexation Ordinance (defined below) and the exhibits attached to the Annexation Ordinance (the “Subject Property”);

WHEREAS, upon the request of Landowner the City intends to institute annexation proceedings to annex the Subject Property;

WHEREAS, Section 43.0672, Loc. Gov't. Code, requires the Parties to enter into a written agreement identifying a list of public services to be provided to the Subject Property and a schedule for the provision of those services that are not otherwise provided on the effective date of the annexation;

WHEREAS, this Agreement is being entered into by and between the Parties to comply with Texas Local Government Code, Chapter 43, Sub-Chapter C-3, Section 43.0672, prior to the City’s consideration of an ordinance annexing the Subject Property (the “Annexation Ordinance”), it being understood, acknowledged and agreed by the Parties that annexation of the Subject Property is a condition precedent to this Agreement becoming effective;

WHEREAS, this Agreement shall be deemed effective on the effective date of the Annexation Ordinance (the “Effective Date”).

WHEREAS, the Subject Property is not included in the municipal annexation plan and is exempt from the requirements thereof;

WHEREAS, infrastructure provided for herein and infrastructure existing are sufficient to service the Subject Property on the same terms and conditions as other similarly situated properties currently within the City limits and no capital improvements are required to offer municipal services on the same terms and conditions as other similarly situated properties within the City; and

WHEREAS, it is found that all statutory requirements have been satisfied and the City is authorized by *Chapter 43, Loc. Gov't. Code*, to annex the Subject Property into the City.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

The following services and schedule represent the provision of services agreed to between the Landowner and the City establishing a program under which the City will provide municipal services to the Subject Property, as required by Section 43.0672 of the Texas Local Government Code. The services detailed herein will be provided at a level consistent with service levels provided to other similarly situated areas within the City.

The following services will be provided for the Subject Property on the Effective Date of annexation:

(1) **General Municipal Services.** Pursuant to the requests of the Landowner and this Plan, the following services shall be provided immediately from the effective date of the annexation:

A. Police protection as follows:

Routine patrols of areas, radio response to calls for police service and all other police services now being offered to the citizens of the City. Upon annexation, police protection will be provided to the Subject Property at a level consistent with the service to other areas of the City with similar population density and characteristics. The City's police services include neighborhood patrols, criminal investigations, crime prevention, community services and school programs.

B. Fire protection and Emergency Medical Services as follows:

Fire protection by the present personnel and equipment of the City fire fighting force and the volunteer fire fighting force with the limitations of water available. Radio response for Emergency Medical Services with the present personnel and equipment.

C. Solid waste collection services as follows:

Solid waste collection and services as now being offered to the citizens of the City.

D. Animal control as follows:

Service by present personnel, equipment and facilities or by contract with a third party, as provided within the City.

E. Maintenance of City-owned parks and playgrounds within the City.

F. Inspection services in conjunction with building permits and routine City code enforcement services by present personnel, equipment and facilities. Municipal Court and General Administration services will also be available to property owners and residents in the Subject Property on the same basis those facilities are available to current City property owners and residents.

G. Maintenance of other City facilities, buildings and service.

H. Land use regulation as follows:

On the effective date of annexation, the zoning jurisdiction of the City shall be extended to include the annexed area, and the use of all property therein shall be grandfathered; and shall be temporarily zoned agricultural district “A” with the intent to rezone the Subject Property upon request of the Landowner or City Staff. The Planning & Zoning Commission and the City Council will consider rezoning the Subject Property at future times in response to requests submitted by the Landowner(s) or authorized City Staff. The City will impose and enforce its adopted ordinances, including but not limited to, zoning, subdivision development, site development and building code regulations within the Subject Property upon the Effective Date of the annexation. Enforcement will be in accordance with City ordinances. Development plans and plats for projects within the Subject Property will be reviewed for compliance with City standards.

(2) **Scheduled Municipal Services.** Due to the size and vacancy of the Subject Property and the plans and schedule for the development of the Subject Property, the following municipal services will be provided on a schedule and at increasing levels of service as provided herein:

A. Water service and maintenance of water facilities as follows:

(i) The Landowner shall construct the internal and off-site water lines and facilities (the “Water System”) and pay the costs of line extension and facilities as required in City ordinances. Upon acceptance of the Water System, water service will be provided by the City utility department on the same terms, conditions and requirements as are applied to all similarly situated areas and customers of the City, subject to all the ordinances, regulations and policies of the City. The Water System will be accepted and maintained by the City in accordance with the City’s usual policies. Requests for new water extensions will be installed and extended upon request under the same costs and terms as with other similarly situated customers of the City. The City ordinances, City policies, and any agreements between the City and the Landowner in effect at the time a request for additional service is submitted shall govern the costs and request for water service.

B. Wastewater service and maintenance of wastewater service as follows:

(i) The Subject Property Landowner(s) shall construct the internal and off-site sewer lines and facilities (the “Sewer System”) and pay the costs of line extension and facilities as required in City ordinances. Upon acceptance of the Sewer System, sewer service will be provided by the City utility department on the same terms, conditions and requirements as are applied to all similarly situated areas and customers of the City, subject to the ordinances, regulations and policies of the City. The Sewer System will be accepted and maintained by the City in accordance with the City’s usual policies. Requests for new sewer extensions will be installed and extended upon request under the same costs and terms as with other similarly situated customers of the City. The City ordinances, City policies, and any agreements

between the City and the Landowner in effect at the time a request for additional service is submitted shall govern the costs and request for wastewater service.

C. Maintenance of streets, roadways, and rights-of-way as follows:

(i) The City will provide maintenance services on public streets, roadways, and rights-of-way within the Subject Property that are dedicated and finally accepted by the City. The maintenance of such public streets and roads will be limited to the following:

(A) Emergency maintenance of streets, repair of hazardous potholes, measures necessary for traffic flow, etc.; and

(B) Routine maintenance as presently performed by the City for other similarly situated areas and customers of the City.

(C) The Landowner has specifically agreed that maintenance of public streets, roadways, and rights-of-way will be of little benefit and not needed on the Subject Property prior to the Landowner completing the construction and dedication of streets to the City in compliance with City subdivision regulations.

(ii) Following installation of the roadways, including any required traffic signals, traffic signs, street markings, other traffic control devices and street lighting, the City will maintain the public streets, roadways and rights-of-way within, and adjacent to, the boundaries of the Subject Property if such public streets, roadways, and rights-of-way are dedicated and accepted, as follows:

(A) As provided in C(i)(A)&(B) above;

(B) Reconstruction and resurfacing of streets, installation of drainage facilities, construction of curbs, construction of gutters and construction of other such major improvements as the need therefor is determined by the governing body under established City policies;

(C) Installation and maintenance of traffic signals, traffic signs, street markings and other traffic control devices as the need therefor is established by appropriate study and traffic standards; and

(D) Installation and maintenance of street lighting in accordance with established policies of the City;

(iii) The outer boundaries of the Subject Property abut existing roadways. The Landowner agrees that no improvements are required on such roadways to service the Subject Property at this time. If the Landowner develops the Subject Property so as to impact abutting roadways pursuant to the City's subdivision regulations, the Landowner agrees to comply with the ordinances and policies of the City with regard to roadway improvements.

(3) **Special Services and Actions.** Although the City reserves all its governmental authority, powers and discretion, if the City shall unreasonably refuse to grant the permits and approvals or provide the services listed in (2)(A), (B) & (C), above, then in that event the Landowner may request and obtain disannexation of the Subject Property pursuant to this Agreement; provided that if the City shall, in the exercise of its discretion and authority, approve the permits and events set forth in (2)(A), (B) & (C) above, the Subject Property shall be and remain within the corporate limits of the City.

(4) **Capital Improvements.** Construction of the following capital improvements shall be initiated after the effective date of the annexation: None. Upon development or redevelopment of the Subject Property, the Landowner(s) will be responsible for the development costs the same as a developer in a similarly situated area under the ordinances and policies in effect at the time of development or redevelopment. No new capital improvements are necessary at this time to service the Subject Property.

(5) **Term.** If not previously expired, this Agreement expires at the end of ten (10) years.

(6) **Property Description.** The legal description of the Subject Property is as set forth in the Annexation Ordinance and the exhibits attached to the Annexation Ordinance.

(7) **Binding Effect/Authority.** This Agreement binds and inures to the benefit of the Parties and their respective heirs, successors, and assigns. Each Party further warrants that each signatory to this Agreement is legally authorized to bind the respective individual or entity for the purposes established herein.

(8) **Choice of Law.** This Agreement will be construed under the laws of the State of Texas, without regard to choice-of-law rules of any jurisdiction. Venue for any dispute shall lie exclusively in Hays County, Texas.

(9) **Counterparts.** This Agreement may be executed in any number of counterparts with the same effect as if all signatory Parties had signed the same document. All counterparts will be construed together and will constitute one and the same instrument.

(10) **Legal Construction.** If any provision in this Agreement is for any reason found to be unenforceable, to the extent the unenforceability does not destroy the basis of the bargain among the Parties, the unenforceability will not affect any other provision hereof, and this Agreement will be construed as if the unenforceable provision had never been a part of the Agreement. Whenever context requires, the singular will include the plural and neuter include the masculine or feminine gender, and vice versa. Headings in this Agreement are for reference only and are not intended to restrict or define the text of any section. This Agreement will not be construed more or less favorably between the Parties by reason of authorship or origin of language.

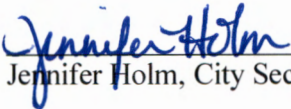
(11) **Entire Agreement.** This Agreement contains the entire Agreement between the Parties relating to the rights herein granted and the obligations herein assumed and cannot be varied except by written agreement of the Parties. Any oral representation or modification concerning this


instrument shall be of no force and effect except for any subsequent modification in writing, signed by the Party to be charged.

EXECUTED and AGREED to by the Parties this the 21st day of July, 2021.

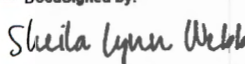
ATTEST:

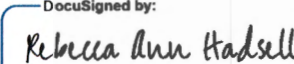
THE CITY OF KYLE, TEXAS


Jennifer Holm, City Secretary


Travis Mitchell, Mayor

LANDOWNER(S):

DocuSigned by:
By: 
Sheila Lynn Webb
Title: Independent Co-Executor of Estate of Janelle Hadsell
Date: 7/16/2021

DocuSigned by:
By: 
Rebecca Ann Hadsell
Title: Independent Co-Executor of Estate of Janelle Hadsell
Date: 7/16/2021

Certificate Of Completion

Envelope Id: 01CB01E32FB04091812CB15E4B9BBBD7

Status: Completed

Subject: Please DocuSign: Agreement Regarding Post-Annexation Provision of Services for Property to be A...

Client: 1

Matter: 1

Source Envelope:

Document Pages: 6

Signatures: 2

Envelope Originator:

Certificate Pages: 5

Initials: 0

Julia Pearson

AutoNav: Enabled

Julia.Pearson@huschblackwell.com

Enveloped Stamping: Disabled

IP Address: 38.140.214.10

Time Zone: (UTC-06:00) Central Time (US & Canada)

Record Tracking

Status: Original

Holder: Julia Pearson

Location: DocuSign

7/16/2021 11:50:26 AM

Julia.Pearson@huschblackwell.com

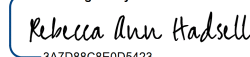
Signer Events

Rebecca Ann Hadsell

rahadsell@yahoo.com

Security Level: Email, Account Authentication
(None)**Signature**

DocuSigned by:



3A7D88C8E0D5423...

Timestamp

Sent: 7/16/2021 12:00:00 PM

Viewed: 7/16/2021 2:56:28 PM

Signed: 7/16/2021 2:58:02 PM

Signature Adoption: Pre-selected Style

Using IP Address: 69.59.91.193

Electronic Record and Signature Disclosure:

Accepted: 7/16/2021 2:56:28 PM

ID: 31bcc88-3c51-4a83-b118-53c442855a01

Sheila Lynn Webb

sheila7759@sbcglobal.net

Security Level: Email, Account Authentication
(None)

DocuSigned by:



0A0EF0D4B7784D7...

Sent: 7/16/2021 12:00:00 PM

Viewed: 7/16/2021 2:15:57 PM

Signed: 7/16/2021 3:00:19 PM

Signature Adoption: Pre-selected Style

Using IP Address: 69.59.91.193

Electronic Record and Signature Disclosure:

Accepted: 7/16/2021 2:15:57 PM

ID: a2ba39c5-849f-4610-9705-70b94de4aa6a

In Person Signer Events**Signature****Timestamp****Editor Delivery Events****Status****Timestamp****Agent Delivery Events****Status****Timestamp****Intermediary Delivery Events****Status****Timestamp****Certified Delivery Events****Status****Timestamp****Carbon Copy Events****Status****Timestamp**

Bob Pence

bpence@robertscommunities.com

Security Level: Email, Account Authentication
(None)**COPIED**

Sent: 7/16/2021 12:00:01 PM

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Carbon Copy Events	Status	Timestamp
Julia Pearson julia.pearson@huschblackwell.com Husch Blackwell LLP Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	COPIED	Sent: 7/16/2021 12:00:01 PM Resent: 7/16/2021 3:00:20 PM
Nikelle Meade nikelle.meade@huschblackwell.com Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Accepted: 7/2/2021 11:35:17 AM ID: 54134be9-5c77-432f-9d0c-6f023295cdcd	COPIED	Sent: 7/16/2021 12:00:01 PM
Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	7/16/2021 12:00:01 PM
Certified Delivered	Security Checked	7/16/2021 2:15:57 PM
Signing Complete	Security Checked	7/16/2021 3:00:19 PM
Completed	Security Checked	7/16/2021 3:00:19 PM
Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		

CONSUMER DISCLOSURE

From time to time, Husch Blackwell LLP (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign, Inc. (DocuSign) electronic signing system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to these terms and conditions, please confirm your agreement by clicking the 'I agree' button at the bottom of this document.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after signing session and, if you elect to create a DocuSign signer account, you may access them for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. To indicate to us that you are changing your mind, you must withdraw your consent using the DocuSign 'Withdraw Consent' form on the signing page of a DocuSign envelope instead of signing it. This will indicate to us that you have withdrawn your consent to receive required notices and disclosures electronically from us and you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures

electronically from us.

How to contact Husch Blackwell LLP:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: software.compliance@huschblackwell.com

To advise Husch Blackwell LLP of your new e-mail address

To let us know of a change in your e-mail address where we should send notices and disclosures electronically to you, you must send an email message to us at software.compliance@huschblackwell.com and in the body of such request you must state: your previous e-mail address, your new e-mail address. We do not require any other information from you to change your email address..

In addition, you must notify DocuSign, Inc. to arrange for your new email address to be reflected in your DocuSign account by following the process for changing e-mail in the DocuSign system.

To request paper copies from Husch Blackwell LLP

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an e-mail to software.compliance@huschblackwell.com and in the body of such request you must state your e-mail address, full name, US Postal address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with Husch Blackwell LLP

To inform us that you no longer want to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your DocuSign session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an e-mail to software.compliance@huschblackwell.com and in the body of such request you must state your e-mail, full name, US Postal Address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

Operating Systems:	Windows® 2000, Windows® XP, Windows Vista®; Mac OS® X
Browsers:	Final release versions of Internet Explorer® 6.0 or above (Windows only); Mozilla Firefox 2.0 or above (Windows and Mac); Safari™ 3.0 or above (Mac only)
PDF Reader:	Acrobat® or similar software may be required to view and print PDF files
Screen Resolution:	800 x 600 minimum
Enabled Security Settings:	Allow per session cookies

** These minimum requirements are subject to change. If these requirements change, you will be asked to re-accept the disclosure. Pre-release (e.g. beta) versions of operating systems and

browsers are not supported.

Acknowledging your access and consent to receive materials electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please verify that you were able to read this electronic disclosure and that you also were able to print on paper or electronically save this page for your future reference and access or that you were able to e-mail this disclosure and consent to an address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format on the terms and conditions described above, please let us know by clicking the 'I agree' button below.

By checking the 'I agree' box, I confirm that:

- I can access and read this Electronic CONSENT TO ELECTRONIC RECEIPT OF ELECTRONIC CONSUMER DISCLOSURES document; and
- I can print on paper the disclosure or save or send the disclosure to a place where I can print it, for future reference and access; and
- Until or unless I notify Husch Blackwell LLP as described above, I consent to receive from exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to me by Husch Blackwell LLP during the course of my relationship with you.