

RESOLUTION NO. \_\_\_\_\_

**A RESOLUTION OF THE CITY OF MANSFIELD, TEXAS  
AUTHORIZING THE EXECUTION OF AN ANNEXATION AND  
DEVELOPMENT AGREEMENT BY AND BETWEEN THE CITY OF  
MANSFIELD AND LARRY D. STAGNER AND WIFE TERESA D.  
STAGNER FOR THE DEVELOPMENT OF A RESIDENTIAL  
SUBDIVISION; AND PROVIDING AN EFFECTIVE DATE**

**WHEREAS**, the City of Mansfield is a home rule city acting under its charter adopted by the electorate pursuant to Article XI, Section 5 of the Texas Constitution and Chapter 9 of the Local Government Code; and,

**WHEREAS**, Larry D. Stagner and wife, Teresa D. Stagner (the "Owners") are the owners of 51.072 acres ("Property") contiguous to the current corporate limits of Mansfield and desire to bring a portion, 36.144 acres of the property into the City of Mansfield and develop 34.149 acres as a residential subdivision ("Project"); and desire retail utility service, both water and sewer, be provided for the 1.995 acre ("Homestead") and the 14.928 acres of ("Remainder"); and,

**WHEREAS**, the City Council has reviewed the Development Agreement and has determined that it is in the best interest of the City to execute the Development Agreement.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MANSFIELD, TEXAS, THAT:**

**SECTION 1.**

The City Manager is hereby authorized to execute the Development Agreement and Agreement Regarding Services to the Annexed Area, attached hereto for all purposes with Larry D. Stagner and wife, Teresa D. Stagner providing for the annexation and development of 36.144 acres (Project and Homestead), contiguous to the City of Mansfield.

**SECTION 2.**

This Resolution shall be effective from and after its passage and adoption by the City Council.

DULY RESOLVED by the City Council of the City of Mansfield, Texas on the \_\_\_\_\_ day of \_\_\_\_\_, 2018.

\_\_\_\_\_  
**David L. Cook, Mayor**

ATTEST:

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**Susana Marin , Acting City Secretary**

## **DEVELOPMENT AGREEMENT AND AGREEMENT REGARDING SERVICES TO ANNEXED AREA**

This Development Agreement ("Agreement") is made and entered into by and between the City of Mansfield, Texas, a home rule municipal corporation of the State of Texas (the "City"), and Larry D. Stagner and wife, Teresa D. Stagner ("Owner"). For convenience, Owner and City may be referred to individually as a "party" and collectively as "parties."

**WHEREAS**, the Owner owns a certain 51.072 acre tract of land, located in Johnson County, Texas, and located wholly within the extraterritorial jurisdiction of the City, as more particularly described in Exhibit "A" attached hereto and incorporated herein for all purposes ("Property"), consisting of the "Project", the Homestead and the "Remainder" portions ; and

**WHEREAS**, the Owner desires to develop a 34.149 acre portion of the Property as a residential community and other amenities ("Project"), depicted on Exhibit "A" and more particularly depicted on Exhibit "B" attached hereto and incorporated herein for all purposes; and

**WHEREAS**, the Owner is agreeable to the Project and the Homestead being annexed by the City provided that the annexation and development of the Project are done in accordance with the terms of this Agreement; and

**WHEREAS**, Mansfield is designated a Tier 2 city under Chapter 43 of the Texas Local Government Code (the "Act"); and

**WHEREAS**, the parties have the authority to enter into this Agreement under state law, including, but not limited to, the authority granted by Section 212.172 of the Texas Local Government Code.

**NOW THEREFORE**, for and in consideration of the above recitals and the terms, conditions and agreements stated in this Agreement and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

### **TERMS AND CONDITIONS**

1. Definitions.

*City* means the City of Mansfield, Texas.

*Owners* mean Larry D. Stagner and Teresa D. Stagner, 2700 Ellis Street, Venus, Texas 76084 and any successors-in-interest to title of any portion of the Property.

*Homestead* means that 1.995 acre portion, located in the northeast corner of the Property designated on Exhibit "A" to be retained by the Owner.

*PD Zoning* means the initial zoning of the Project in accordance with the terms and conditions set forth in the Project Development Standards attached as Exhibit "C."

*Project* includes that 34.149 acre portion of the Property designated on Exhibit "B" to be developed as a residential subdivision, by a third party developer.

*Property* means the property comprised of approximately 51.072 acres located contiguous to the corporate limits of the City and located wholly in the extra territorial jurisdiction of the City, and as designated on Exhibit "A," comprising the Project, the Remainder and the Homestead.

*Remainder* means that 14.928 acre portion of the Property that will not be annexed under this Agreement, depicted on Exhibit "A."

2. Purposes. The parties desire to enter into this Agreement to provide for the annexation and development of the Project, on a mutually acceptable basis.

3. Consideration. The covenants of, benefits to, and performances by the parties set forth in this Agreement and the mutual promises expressed herein are good and valuable consideration for this Agreement, the sufficiency of which is hereby acknowledged by the parties.

4. Fees. The Owner agrees to pay all fees applicable to developments within the corporate limits of Mansfield, including, but not limited to, impact fees, permit fees, inspection fees and parkland dedication and development fees.

5. Term. The term of this Agreement shall be from the date this Agreement is signed by both parties (the "Effective Date") until such time as the Project is annexed, Zoning is initially established or denied, and Utility Services have been made available to the Remainder at which time the development of the Project shall be governed by the applicable City ordinances.

6. Annexation. The Owner hereby requests that the City annex the Project and the Homestead pursuant to Subchapter C-3 of the Act. This Agreement shall serve as the written agreement regarding services required by Section 43.0672 of the Act. The parties agree to cooperate in good faith with each other in such annexation process, including, but not limited to, the execution by the Owner and the City of such further documents or instruments as may be reasonably requested from time to time by either party to properly effectuate the voluntary annexation of the Project and the Homestead.

7. Services to be Provided to the Project After Annexation. The Service Plan including the list of services the City will provide on the date of annexation and a schedule for the provision of service for each service not provided on the Effective Date of annexation is attached as Exhibit "D."

8. Zoning. Within sixty (60) days of the Effective Date and the Owner has filed the appropriate zoning change application, the City agrees to consider a change of zoning of the

Project from PR, Pre-Development District, to PD, Planned Development District as described in Exhibit "C" in this Agreement, concurrently with the public hearings for annexation required by Section 43.0673 of the Act. It is anticipated that annexation and zoning will be considered by the City Council at the same meetings. The parties acknowledge that the request for annexation of the Project is contingent upon PD Zoning satisfactory to the Owner and the City agrees that the Owner may withdraw consent to annex the Project and the Homestead and terminate this Agreement at any time prior to the City's consideration final of annexation of the Project.

9. Development Standards. The application for PD zoning for the development of the Project shall be in accordance with the terms and conditions stated on Exhibit "C" attached hereto and incorporated herein.

10. Disannexation. Should the Project and Homestead be annexed and the requested initial PD Zoning fail to be approved by City Council, and if the City receives a request for disannexation by the Owners within fifteen (15) days after final approval of the annexation ordinance, the City agrees to disannex the Project, if the noncompliance is not timely cured. Provided in the event the initial PD Zoning is approved, this Agreement shall not be construed to limit or constrain rezoning of the Project at some point in the future and such rezoning shall not give rise to the right to disannexation of the Project.

11. Utility Services to the Remainder. The Owner agrees that the developer of the Project shall be responsible to provide water and sanitary sewer stubs to Remainder and Homestead at time of development of the Project. These stubs will be capped for future use, and connected upon agreement between Owner of Homestead and Remainder properties, and utility provider.

12. Recordation. Pursuant to the requirements of Section 212.172(f) of the Texas Local Government Code, this Agreement shall be recorded in the deed records of Johnson County, Texas.

13. Notices. Any notice or other communication required by this Agreement to be given, provided, or delivered to a party shall be in writing addressed to the parties as set forth below. Notices shall be considered "given" for purposes of this Agreement: (a) if sent by certified mail, five business days after deposited with the U.S. Postal Service, certified mail, return receipt requested; or (b) if sent by private delivery service (e.g., FedEx or UPS), on the date delivered to the notice address as evidenced by a receipt signed by any person at the notice address.

**MUNICIPALITY:**

City of Mansfield, Texas  
Attn: City Manager  
1200 E. Broad St.  
Mansfield, Texas 76063

**OWNER:**

Larry D. Stagner and Wife, Teresa D. Stagner  
2700 Ellis Street  
Venus, TX 76084

Either party has the right to change, from time to time, its notice addresses by giving written notice to the other party in accordance with the terms of this paragraph.

14. Applicable Law and Exclusive Venue. This Agreement shall be interpreted in accordance with the laws of the State of Texas. Venue for interpreting or enforcing this Agreement shall be in Johnson County, Texas.

15. Non-Waiver. If a party fails to insist on strict performance of any provision of this Agreement, such failure shall not be deemed a waiver by such party of its right to insist on strict performance of such provision in the future or strict performance of any other provision of this Agreement.

16. Governmental Powers: Waivers of Immunity. By its execution of this Agreement, the City does not waive or surrender any of its governmental powers or immunities.

17. No Third-Party Beneficiaries. This Agreement only inures to the benefit of, and may only be enforced by, the parties and their successors-in-interest. Except for any permitted assignee, which shall include any third-party purchaser of the Property or any portion of the Property, no other person or entity shall have any right, title, or interest under this Agreement or otherwise be deemed to be a third-party beneficiary of this Agreement.

18. Entire Agreement; Amendment; Severability. This Agreement and the exhibit attached hereto constitute the entire agreement between the parties and supersede all prior agreements and understandings, whether oral or written, concerning the subject matter of this Agreement. This Agreement shall not be modified or amended except in writing signed by the parties. If any provision of this Agreement is determined by a court to be unenforceable, the unenforceable provision shall be deleted from this Agreement, the unenforceable provision shall, to the extent possible, be rewritten to be enforceable and to give effect to the intent of the parties, and the remainder of this Agreement shall remain in full force and effect and shall be interpreted to give effect to the intent of the parties.

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

CITY OF MANSFIELD

By: \_\_\_\_\_  
**Clayton W. Chandler**, City Manager

Date: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
**Susana Marin**, Acting City Secretary

OWNER

Larry D. Stagner and wife, Teresa D. Stagner

By: \_\_\_\_\_  
**Larry D. Stagner**

By: \_\_\_\_\_  
**Teresa D. Stagner**

STATE OF TEXAS           §  
  §  
COUNTY OF JOHNSON   §

Before me on this day personally appeared Larry D. Stagner and acknowledged to me that he is the Owner and that he executed the same on behalf of said entity for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this \_\_\_\_ day of \_\_\_\_\_, 2018

\_\_\_\_\_  
Notary Public in and for the State of Texas

My commission expires: \_\_\_\_\_

STATE OF TEXAS           §  
  §  
COUNTY OF JOHNSON   §

Before me on this day personally appeared Teresa D. Stagner and acknowledged to me that she is the Owner and that she executed the same on behalf of said entity for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this \_\_\_\_ day of \_\_\_\_\_, 2018

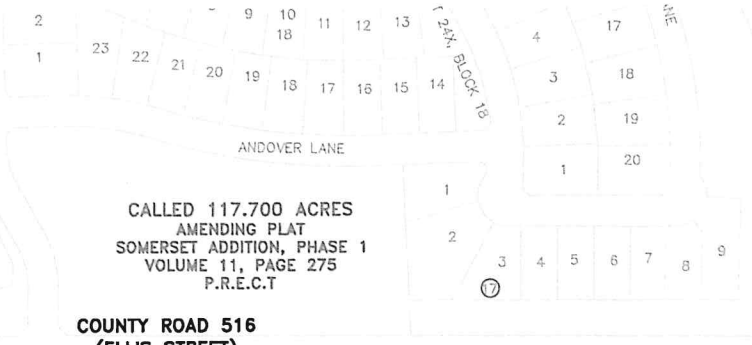
\_\_\_\_\_  
Notary Public in and for the State of Texas

My commission expires: \_\_\_\_\_





0 300  
**SCALE IN FEET**  
**1" = 300'**



CALLLED 117.700 ACRES  
 AMENDING PLAT  
 SOMERSET ADDITION, PHASE 1  
 VOLUME 11, PAGE 275  
 P.R.E.C.T

**COUNTY ROAD 516  
 (ELLIS STREET)**

**COUNTY ROAD 623  
 (HARDY STREET)**

CALLLED 3.908 ACRES  
 LARRY D. STAGNER AND  
 TERESA D. STAGNER  
 BOOK 1711, PAGE 604  
 O.P.R.J.C.T.

**TRACT 1**  
 CALLLED 11.02 ACRES  
 LARRY D. STAGNER AND  
 WIFE, TERESA D. STAGNER  
 BOOK 1711, PAGE 612  
 O.P.R.J.C.T.

1.995 ACRES  
 66,932 S.F.

CALLLED 2.01-ACRES  
 LARRY D. STAGNER AND  
 WIFE TERESA STAGNER  
 BOOK 3721, PAGE 700  
 O.P.R.J.C.T.

**TRACT 2**  
 PORTION OF A CALLED  
 21,011  
 LARRY D. STAGNER AND  
 WIFE TERESA STAGNER  
 BOOK 2314, PAGE 779  
 O.P.R.J.C.T.

9.75 ACRES  
**TRACT 3**  
 EAGLE FORD LAND  
 PARTNERS, L.P.  
 BOOK 2171, PAGE 559  
 O.P.R.J.C.T.

34.149 ACRES  
 1,487,514 S.F.

**TOTAL ACRES**  
**36.144 ACRES**  
**1,574,446 SQUARE FEET**

CALLLED 23.83 ACRES  
 ADAM ZDUNIEWYCZ  
 BOOK 2417, PAGE 562  
 O.P.R.J.C.T.

**TRACT 3**  
 CALLLED 6.62 ACRES  
 LARRY D. STAGNER AND  
 WIFE TERESA STAGNER  
 BOOK 3329, PAGE 492  
 O.P.R.J.C.T.

REMAINDER OF  
 A CALLED  
 23.88 ACRES  
 A.V. BALL  
 BOOK 970,  
 PAGE 199  
 O.P.R.J.C.T.

**LEGEND**

- = TOTAL PROJECT (34.149 ACRES)
- = HOMESTEAD (1.995 ACRES)
- = REMAINDER (CALLED 14.928 ACRES)
- = TOTAL STAGNER PROPERTY (51.072 ACRES)

**TRACT 4**  
 CALLLED 8.58 ACRES  
 LARRY D. STAGNER AND WIFE,  
 TERESA D. STAGNER  
 INSTRUMENT NO 2014-7586  
 O.P.R.J.C.T.

CALLLED 6.00 ACRES  
 JASON AND JOHN RUSSELL  
 INSTRUMENT NO. 2017-15236  
 O.P.R.J.C.T.

CALLLED 117.700 ACRES  
 AMENDING PLAT  
 SOMERSET ADDITION, PHASE 1  
 VOLUME 11, PAGE 275  
 P.R.E.C.T

Drawing: I:\SLD\WF\X06900\WF\X06900\700 CADD\713 Survey\713 5 Easement\STAGNER\WF\X06900\EX01.dwg Saved By: Pichfordot Save Time: 2/22/2018 4:51 PM

SHEET  <b>1 OF 1</b>	DATE: 2/22/18
	SCALE: 1" = 300'
	DRAWN BY: ATP
	CHECKED BY: MEK

**EXHIBIT A**

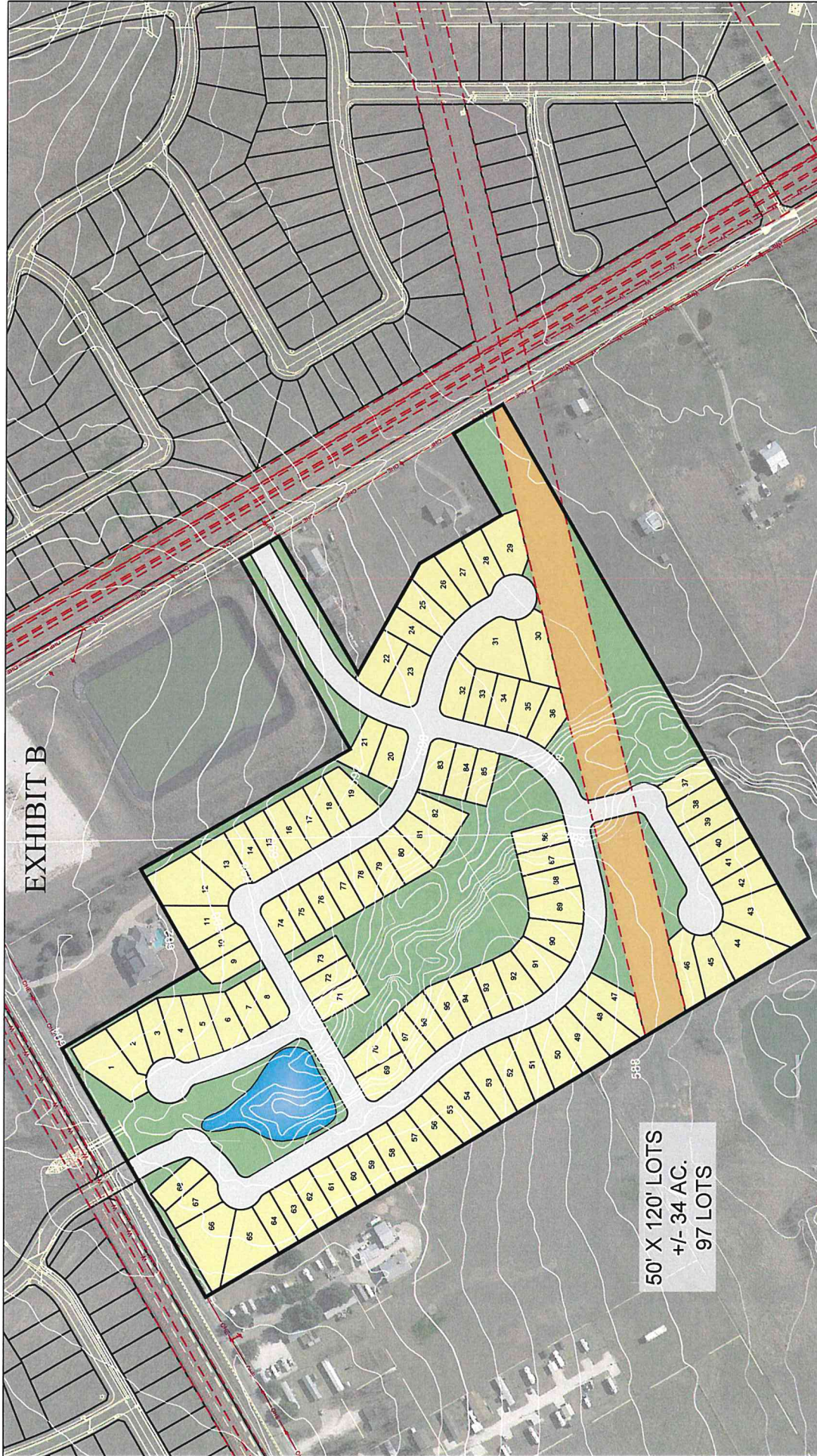
SITUATED IN THE  
 EDWARD WEST SURVEY ABSTRACT NO. 917 AND  
 THE SETH M BLAIR SURVEY, ABSTRACT NO. 72,  
 JOHNSON COUNTY, TEXAS

**JACOBS**

1999 BRYAN STREET, SUITE 1200  
 DALLAS, TEXAS 75201-3136  
 PHONE (214)638-0145 FAX (214)638-0447  
 TBPLS FIRM REGISTRATION NO. 10152300



EXHIBIT B



50' X 120' LOTS  
+/- 34 AC.  
97 LOTS

588



HANOVER  
PROPERTY  
COMPANY

201 North Lamar Street Suite 100  
Dallas, TX 75202  
314.871.0555  
FAX 314.871.1507

LOTING PLAN  
ALTERNATIVE C  
STAGNER TRACT  
JOHNSON COUNTY, TX





**EXHIBIT “C”  
PROJECT DEVELOPMENT STANDARDS**

**1.1 Regulation of Project** – The Somerset (Hanover) Planned Development District is a master planned community immediately east of the Project. As there has been a Planned Development District approved by City Ordinance No. 1952-15, all applicable regulations contained within the Somerset (Hanover) Planned Development District Standards for Residential Product 4 shall apply to the Project, including but not limited to, the following:

- Permitted Uses
- Bulk Standards (shown below)
- Landscaping and Screening
- Fences
- Buffering

**1.2 Bulk Standards for Residential Product 4**

Residential Product #	Min. Lot Area (sq. ft.)	Min. Floor Area (sq. ft.)	Max. Lot Coverage	Min. Lot Width (feet)	Min. Lot Depth (feet)	Min. Front Yard (feet)	Min. Interior Side Yard (feet)	Min. Exterior Side Yard (feet)	Min. Rear Yard (feet)	Max. Height (feet)
4	6,000	1,700	50%	50	120	25	5	15	15	35

**1.3 Approval of Development** – The Project shall be part of and included in the Somerset (Hanover) Covenants, Conditions and Restrictions and shall be subject to the review of the Somerset Architectural Review Committee. Approval of development in the Project shall comply with the development plan approved with the Project Planned Development District.

**1.4 Required Documents for Development** – Prior to development in the South Pointe Expansion Sub-District, the developer shall provide the following documents as part of the development approval process:

**1.5 Public Utilities** – All public utilities in the Project must be installed in accordance with the City of Mansfield Zoning and Subdivision Ordinances, and any future amendment thereof.

## Exhibit "D"

### CITY OF MANSFIELD ANNEXATION SERVICE PLAN

AREA TO BE ANNEXED: See Attached Boundary Description, attached as Exhibit "A."

#### SERVICES TO BE PROVIDED ON THE EFFECTIVE DATE OF ANNEXATION

##### 1. POLICE PROTECTION

The City of Mansfield, Texas will provide police protection to the newly annexed tract at the same or similar level of service now being provided to other areas of the City of Mansfield, Texas, with similar topography, land use and population within the newly annexed area. Defined (capitalized) terms are the same as those defined in the Development Agreement and Agreement Regarding Services to Annexed Area, by and between the City of Mansfield, Texas, a home rule municipal corporation of the State of Texas (the "City"), and Larry D. Stagner and wife, Teresa D. Stagner ("Owner") dated \_\_\_\_\_ (the "Agreement").

##### 2. FIRE PROTECTION AND AMBULANCE SERVICE

The City of Mansfield, Texas will provide fire protection and Johnson County, or its designated provider, will provide ambulance service to the newly annexed tract at the same or similar level of service now being provided to other areas of the City of Mansfield, Texas, with similar topography, land use and population with the City.

##### 3. SOLID WASTE COLLECTION

At the present time, the City of Mansfield, Texas, is using a designated, specified contractor for collection of solid waste and refuse within the city limits. Upon payment of any required deposits and the agreement to pay lawful service fees and charges, solid waste collection will be provided to citizens in the newly annexed area to the extent that the City's contractor has access to the area to be serviced. At the discretion of the property owner, the property may continue to be served by a private contractor for up to two (2) years from the date of annexation.

##### 4. MAINTENANCE OF WATER AND WASTEWATER FACILITIES

Any and all water or wastewater facilities owned or maintained by the City of Mansfield, Texas, at the time of the proposed annexation shall continue to be maintained by the City of Mansfield, Texas. Any and all water or wastewater facilities which may be acquired subsequent to the annexation of the proposed area shall be maintained by the City of Mansfield, Texas, to the extent of its ownership.

## 5. MAINTENANCE OF ROADS AND STREETS

Any and all public roads, streets or alleyways which have been dedicated to the City of Mansfield, Texas, or which are owned by the City of Mansfield, Texas, shall be maintained to the same degree and extent that other roads, streets and alleyways are maintained in areas with similar topography, land use and population density. Any and all lighting of roads, streets and alleyways which may be positioned in a right-of-way, roadway or utility company easement shall be maintained by the applicable utility company servicing the City of Mansfield, Texas, pursuant to the rules, regulations and fees of such utility.

## 6. MAINTENANCE OF PARKS, PLAYGROUNDS AND SWIMMING POOLS

The City Council of the City of Mansfield, Texas, is not aware of the existence of any public parks, playgrounds or swimming pools now located in the area proposed for annexation. In the event any such parks, playgrounds or swimming pools do exist and are public facilities, the City of Mansfield, Texas, will maintain such areas to the same extent and degree that it maintains parks, playgrounds and swimming pools and other similar areas of the City now incorporated in the City of Mansfield, Texas.

## 7. MAINTENANCE OF MUNICIPALLY OWNED FACILITY, BUILDING OR MUNICIPAL SERVICE

The City Council of the City of Mansfield, Texas, is not aware of the existence of any municipally owned facility, building or other municipal service now located in the area proposed for annexation. In the event any such municipally owned facility, building or municipal service does exist and are public facilities, the City of Mansfield, Texas, will maintain such areas to the same extent and degree that it maintains publicly owned facilities, buildings or municipal services of the City now incorporated in the City of Mansfield, Texas.

## CAPITAL IMPROVEMENTS

### 1. GENERAL

a. The City policy for extending water and wastewater service is to extend service on an as required basis when development applications or subdivision plats are submitted to the City in accordance with the City's subdivision, development ordinances and utility connection policies.

b. Landowners may be required to fund capital improvements necessary to provide service in a manner consistent with law. Nothing in this plan shall be interpreted to require a landowner within the newly annexed area to fund capital improvements necessary to provide municipal services in a manner inconsistent with Chapter 395 of the Local Government Code, unless otherwise agreed to by the landowner.

2. POLICE PROTECTION, FIRE PROTECTION AND EMERGENCY MEDICAL SERVICES

The City Council of the City of Mansfield, Texas finds and determines it to be unnecessary to acquire or construct any capital improvement for the purposes of providing police protection, fire protection, or emergency medical services. The City Council finds and determines that it has at the present time adequate facilities to provide the same type, kind and level of protection and service which is presently being administered to other areas already incorporated in the City of Mansfield, Texas, with the same or similar topography, land use and population density, without reducing by more than a negligible amount the level of fire, police and emergency services provided within the corporate limits of the City.

3. WATER FACILITIES

The Developer will extend water facilities to the Project for connection according to the City's utility policies at the developer's cost at such time the developer deems it necessary. The developer of the Project agrees to provide water stubs to the Remainder and Homestead at time of development. These stubs will be capped for future use, and connected upon agreement between Owner of Homestead and Remainder properties, and utility provider.

4. WASTEWATER FACILITIES

The Developer will extend wastewater facilities to the Project for connection according to the City's utility policies at the developer's cost at such time the developer deems it necessary. The developer of the Project agrees to provide sanitary sewer stubs to the Remainder and Homestead at time of development. These stubs will be capped for future use, and connected upon agreement between Owner of Homestead and Remainder properties, and utility provider.

5. ROADS AND STREETS

The City Council of the City of Mansfield, Texas, finds and determines it to be unnecessary to acquire or construct road or street lighting in the area to be annexed to provide the same degree of road and street lighting as is provided in areas of similar topography, land use and population density within the present corporate limits of the City. Maintenance of properly dedicated roads and streets will be consistent with the maintenance provided by the City to other roads and streets in areas of similar topography, land use and subdevelopment of the annexed property. Developers will be required pursuant to the ordinances of the City of Mansfield, Texas, to provide internal and peripheral streets and to construct those streets in accordance with the specifications required by the City of Mansfield, Texas, for the properly dedicated street. City participation in capital expenditures will be in accordance with city policies.

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**SPECIFIC FINDINGS**

The City Council of the City of Mansfield, Texas finds and determines that this proposed Service Plan will not provide any fewer services, and it will not provide a lower level of service in the area proposed to be annexed than were in existence in the proposed area at the time immediately preceding the annexation process.

Because of the differing characteristics of topography, land utilization and population density, the service levels which may ultimately be provided in the newly annexed area may differ somewhat from services provided other areas of the City of Mansfield, Texas. These differences are specifically dictated because of differing characteristics of the property and the City of Mansfield, Texas will undertake to perform consistent with this contract so as to provide the newly annexed area with the same type, kind and quality of service presently enjoyed by the citizens of the City of Mansfield, Texas who reside in areas of similar topography, land utilization and population.

APPROVED ON THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2018.

City of Mansfield, Texas

\_\_\_\_\_  
Mayor

ATTEST:

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

AGREED:

\_\_\_\_\_  
Teresa Stagner

\_\_\_\_\_  
Larry Stagner

**EXHIBIT "A"**  
**ANNEXATION DESCRIPTION**  
**36.144 ACRES**

BEING A 36.144 ACRE TRACT OF LAND SITUATED IN THE EDWARD WEST SURVEY, ABSTRACT NO. 917, JOHNSON COUNTY, TEXAS, AND BEING ALL OF A 6.62 ACRE TRACT AND 8.58 ACRE TRACT CONVEYED TO LARRY D. STAGNER AND WIFE, TERESA STAGNER AS RECORDED IN BOOK 3329, PAGE 492 AND INSTRUMENT NO. 2014-7586, OFFICIAL PUBLIC RECORDS, JOHNSON COUNTY, TEXAS, AND ALL OF A 2.01 ACRE TRACT CONVEYED TO LARRY D. STAGNER AND WIFE, TERESA STAGNER AS RECORDED IN BOOK 3721, PAGE 700, SAID PUBLIC RECORDS, AND BEING A PORTION OF A 21.011 ACRE TRACT CONVEYED TO LARRY D. STAGNER AND WIFE, TERESA STAGNER AS RECORDED IN BOOK 2314, PAGE 779, SAID PUBLIC RECORDS. SAID 36.144 ACRE TRACT, WITH REFERENCE BEARING OF BEING GRID NORTH, TEXAS STATE PLANE COORDINATES, NORTH CENTRAL ZONE, NAD83 (NAD83 (2011) EPOCH 2010), DETERMINED BY GPS OBSERVATIONS, CALCULATED FROM DENTON CORS ARP (PID-DF8986) AND ARLINGTON RRP2 CORS ARP (PID-DF5387), WITH A COMBINED SCALE FACTOR IS 1.000120000, DISTANCES ARE SURFACE AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

**BEGINNING** AT A 1/2-INCH IRON ROD FOUND AT THE NORTHWESTERLY CORNER OF SAID 21.011 ACRE TRACT AND BEING THE NORTHEAST CORNER OF A 3.908 ACRE TRACT CONVEYED TO LARRY D. STAGNER AND WIFE, TERESA STAGNER AS RECORDED IN BOOK 1711, PAGE 604, OFFICIAL PUBLIC RECORDS, JOHNSON COUNTY, TEXAS, AND BEING THE SOUTHEASTERLY RIGHT-OF-WAY LINE OF COUNTY ROAD 516 (ELLIS STREET), BEING A PRESCRIPTIVE RIGHT-OF-WAY;

THENCE, NORTH 59 DEGREES 55 MINUTES 11 SECONDS EAST, ALONG THE COMMON LINE OF SAID 21.011 ACRE TRACT AND SAID RIGHT-OF-WAY LINE, A DISTANCE OF 635.49 FEET TO A 1/2-INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED "BALLARD" FOUND FOR THE NORTHWEST CORNER OF AFORE SAID 2.01 ACRE TRACT;

THENCE, NORTH 59 DEGREES 55 MINUTES 11 SECONDS EAST, ALONG THE COMMON LINE OF SAID 2.01 ACRE TRACT AND SAID RIGHT-OF-WAY LINE, A DISTANCE OF 250.00 FEET TO A 1/2-INCH IRON ROD FOUND FOR THE NORTHEAST CORNER OF SAID 2.01 ACRE TRACT AND BEING THE NORTHWEST CORNER OF A 9.75 ACRE TRACT CONVEYED TO EAGLE FORD LAND PARTNERS, L.P. AS RECORDED IN BOOK 2171, PAGE 559, OFFICIAL PUBLIC RECORDS, JOHNSON COUNTY, TEXAS;

THENCE, SOUTH 29 DEGREES 55 MINUTES 50 SECONDS EAST, A DISTANCE OF 347.20 FEET TO A 1/2-INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED "BALLARD" FOUND;

THENCE, ALONG THE COMMON LINE OF AFORE SAID 21.011 ACRE TRACT AND SAID 9.75 ACRE TRACT THE FOLLOWING COURSES AND DISTANCES;

SOUTH 29 DEGREES 55 MINUTES 50 SECONDS EAST, A DISTANCE OF 531.60 FEET TO A POINT FOR CORNER, FROM WHICH A 5/8-INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED "KHA" FOUND BEARS, NORTH 19 DEGREES 01 MINUTES 13 SECONDS WEST, A DISTANCE OF 3.01 FEET;

NORTH 59 DEGREES 37 MINUTES 04 SECONDS EAST, A DISTANCE OF 484.90 FEET TO A 1/2-INCH IRON ROD FOUND AT THE COMMON CORNER OF SAID 21.011 ACRE



**EXHIBIT "A"**  
**ANNEXATION DESCRIPTION**  
**36.144 ACRES**

AND 9.75 ACRE TRACTS AND BEING IN THE WESTERLY RIGHT-OF-WAY LINE OF COUNTY ROAD 623 (HARDY ROAD), A PRESCRIPTIVE RIGHT-OF-WAY;

THENCE, SOUTH 30 DEGREES 22 MINUTES 56 SECONDS EAST, ALONG THE COMMON LINE OF SAID 21.011 ACRE TRACT AND SAID RIGHT-OF-WAY LINE, A DISTANCE OF 99.97 FEET TO A PK-NAIL WITH SHINER STAMPED "BALLARD" FOUND FOR THE COMMON CORNER OF SAID 21.011 ACRE TRACT AND THE REMAINDER OF A 23.88 ACRE TRACT CONVEYED TO A.V. BALL AS RECORDED IN BOOK 970, PAGE 199, OFFICIAL PUBLIC RECORDS, JOHNSON COUNTY, TEXAS;

THENCE, SOUTH 59 DEGREES 35 MINUTES 33 SECONDS WEST, DEPARTING SAID RIGHT-OF-WAY LINE, ALONG THE COMMON LINE OF SAID 21.011 ACRE AND 23.88 ACRE TRACTS, A DISTANCE OF 349.38 FEET TO A 1/2-INCH IRON ROD WITH PLASTIC CAP STAMPED "BALLARD" FOUND AT THE NORTHWESTERLY CORNER OF AFORESAID 8.58 ACRE TRACT;

THENCE, OVER AND ACROSS SAID 23.88 ACRE TRACT, ALONG THE NORTHERLY LINE OF SAID 8.58 ACRE TRACT THE FOLLOWING COURSES AND DISTANCES;

SOUTH 55 DEGREES 02 MINUTES 21 SECONDS EAST, A DISTANCE OF 284.27 FEET TO A 4-INCH WOOD POST FOUND;

SOUTH 32 DEGREES 32 MINUTES 41 SECONDS EAST, A DISTANCE OF 183.19 FEET TO A 4-INCH WOOD POST FOUND;

NORTH 61 DEGREES 05 MINUTES 52 SECONDS EAST, A DISTANCE OF 224.25 FEET TO A 1/2-INCH IRON ROD WITH PLASTIC CAP STAMPED "BALLARD" FOUND IN AFORESAID WESTERLY RIGHT-OF-WAY LINE;

THENCE, SOUTH 30 DEGREES 24 MINUTES 43 SECONDS EAST, ALONG THE COMMON LINE OF SAID 8.58 ACRE TRACT AND WESTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 126.22 FEET TO 1/2-INCH IRON ROD FOUND DAMAGED;

THENCE, SOUTH 59 DEGREES 56 MINUTES 53 SECONDS WEST, DEPARTING SAID RIGHT-OF-WAY LINE, AND ALONG THE EASTERLY LINE OF SAID 8.58 ACRE TRACT, A DISTANCE OF 953.45 FEET TO A 1/2-INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED "BARNEY" FOUND FOR THE COMMON CORNER OF SAID 8.58 ACRE TRACT AND AFORESAID 6.62 ACRE TRACT;

THENCE, SOUTH 60 DEGREES 03 MINUTES 01 SECONDS WEST, ALONG THE EASTERLY LINE OF SAID 6.62 ACRE TRACT, A DISTANCE OF 412.68 FEET TO 1/2-INCH IRON ROD FOUND IN THE COMMON LINE OF SAID 23.88 ACRE TRACT AND A 23.83 ACRE TRACT CONVEYED TO ADAM ZDUNIEWYCZ AS RECORDED IN BOOK 2417, PAGE 562, OFFICIAL PUBLIC RECORDS, JOHNSON COUNTY TEXAS;

THENCE, NORTH 30 DEGREES 16 MINUTES 48 SECONDS WEST, ALONG SAID COMMON LINE AND SOUTHWESTERLY LINE OF SAID 6.62 ACRE TRACT, A DISTANCE OF 570.28 FEET TO A 5/8-INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED "JACOBS" SET FOR THE COMMON CORNER OF SAID 6.62 ACRE AND 23.83 ACRE TRACTS, AND AFORESAID 21.011 ACRE TRACT AND A 11.02 ACRE TRACT CONVEYED TO LARRY D. STAGNER AND WIFE, TERESA STAGNER AS RECORDED IN BOOK 1711, PAGE 612, OFFICIAL PUBLIC RECORDS, JOHNSON COUNTY TEXAS;

**EXHIBIT "A"**  
**ANNEXATION DESCRIPTION**  
**36.144 ACRES**

THENCE, NORTH 30 DEGREES 18 MINUTES 30 SECONDS WEST, ALONG THE COMMON LINE OF SAID 21.011 ACRE AND 11.02 ACRE TRACTS, IN PASSING AT A DISTANCE OF 690.71 FEET A 5/8-INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED "BALLARD" FOUND FOR THE COMMON CORNER OF SAID 11.02 ACRE TRACT AND AFORESAID 3.908 ACRE TRACT, IN ALL A TOTAL DISTANCE OF 978.10 FEET TO THE **POINT OF BEGINNING** AND CONTAINING A CALCULATED AREA OF 1,574,446 SQUARE FEET OR 36.144 ACRES OF LAND.

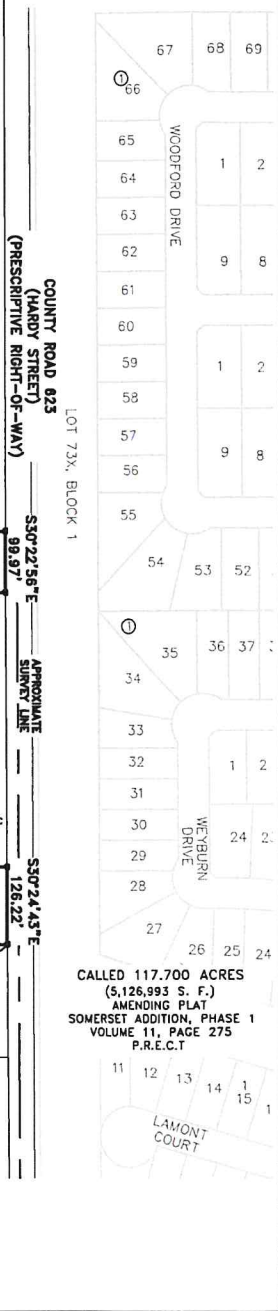
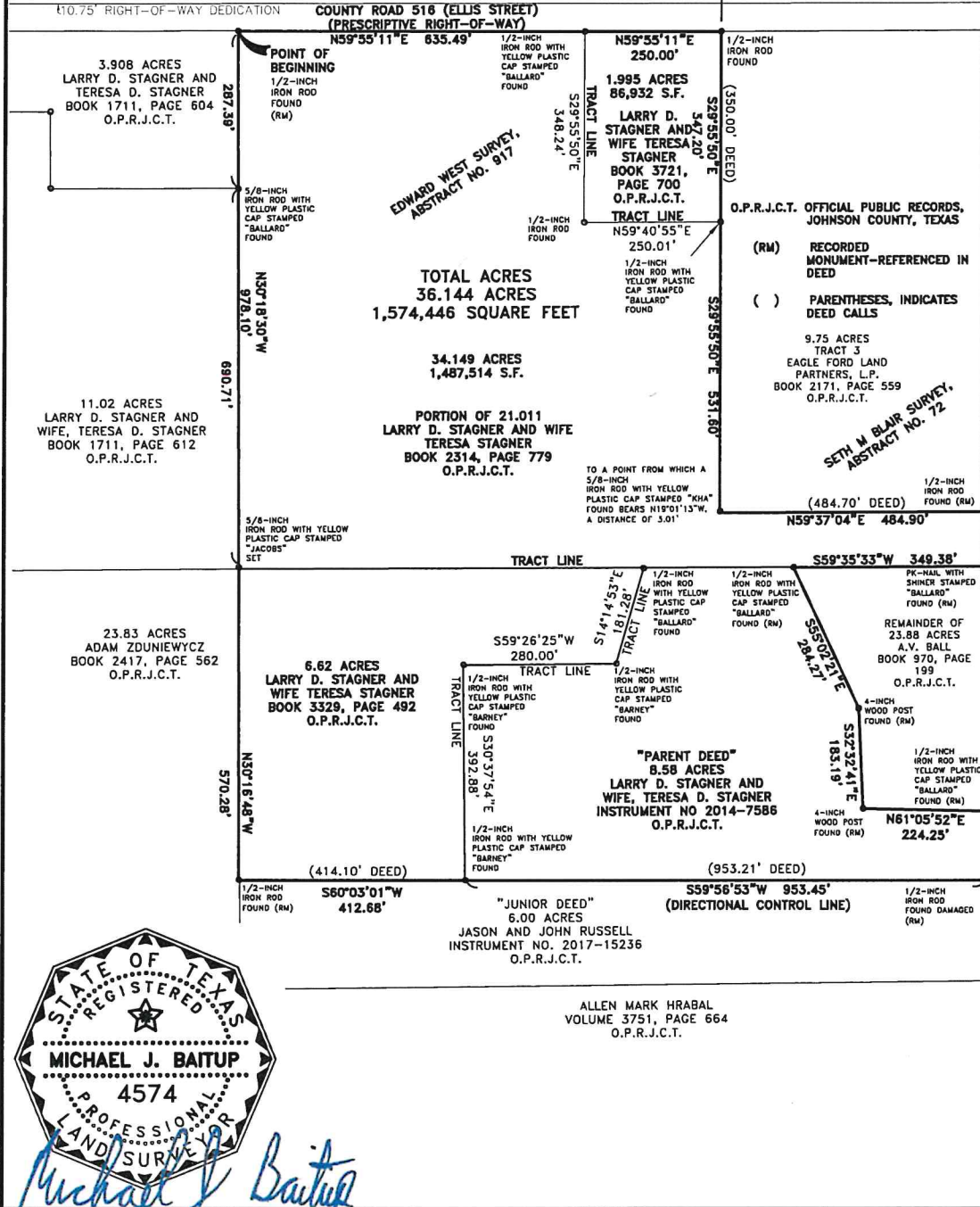
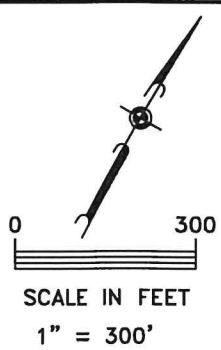
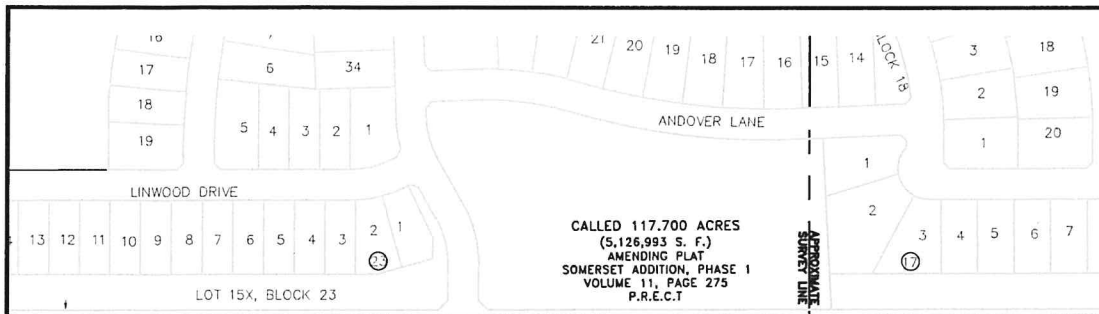
*Michael J. Baitup*

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FEBRUARY 22, 2018





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*Michael J. Baitup*

SHEET  4 OF 4	DATE: 2/22/18
	SCALE: 1" = 300'
	DRAWN BY: ATP
	CHECKED BY: MEK

**EXHIBIT A**  
**ANNEXATION BOUNDARY**

SITUATED IN THE  
EDWARD WEST SURVEY ABSTRACT NO. 917 AND  
THE SETH M BLAIR SURVEY, ABSTRACT NO. 72,  
JOHNSON COUNTY, TEXAS

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