



Johnson County
Becky Ivey
County Clerk
Cleburne 76033

Instrument Number: 2016-18163

As

Recorded On: July 29, 2016

Agreement

Parties:

To

Billable Pages: 7

Number of Pages: 8

Comment:

(Parties listed above are for Clerks reference only)

**** Examined and Charged as Follows: ****

Agreement	50.00
Total Recording:	50.00

***** DO NOT REMOVE. THIS PAGE IS PART OF THE INSTRUMENT *****

Any provision herein which restricts the Sale, Rental or use of the described REAL PROPERTY
because of color or race is invalid and unenforceable under federal law.

File Information:

Document Number: 2016-18163

Receipt Number: 69470

Recorded Date/Time: July 29, 2016 01:40:36P

User / Station: A Long - CCL13

Record and Return To:

CITY OF BURLESON

PICKING UP

ATTN: PEGGY FISHER

BURLESON TX 76028



I hereby certify that this instrument was filed on the date and time stamped hereon and was duly
recorded in the Volume and Page of the named records in Johnson County, Texas.

Any provision herein which restricts the sale, rental or use of the described Real Estate because of
color race is invalid and unenforceable under Federal law.

Becky Ivey
BECKY IVEY, COUNTY CLERK
JOHNSON COUNTY, TEXAS

STATE OF TEXAS §
COUNTY OF JOHNSON §

DEVELOPMENT AGREEMENT

This agreement is entered into pursuant to Sections 212.172 and 43.035 of the Texas Local Government Code (the "Code") between the City of Burleson, Texas (the "City") acting by and through its City Manager (or his designee), and **7 C S INVESTMENTS LLC** (the "Owner"). The term "Owner" includes all owners of the Property.

WHEREAS, the Owner owns real property (the "Property") in Johnson County, Texas, more particularly and separately described in the attached Exhibit "A", which is located in the extraterritorial jurisdiction of the City; and

WHEREAS, the Owner desires to continue the current use of the Property and to remain outside of the City Limits, in the City's extraterritorial jurisdiction, in consideration for which the Owner agrees to enter into this Agreement; and

WHEREAS, it is the City's desire to permit the Owner to continue current use of the Owner's Property according to the terms of this Agreement without being annexed into the City; and

WHEREAS, the Property is eligible to be the subject of a development agreement under Sections 212.172 and 43.035 of the Texas Local Government Code; and

WHEREAS, this Agreement is entered into in lieu of involuntary annexation and in compliance with Sections 212.172 and 43.035 of the 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 heirs, successors and assigns for the Term (defined below) of this Agreement; and

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

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

SECTION 1.
CONDITIONAL IMMUNITY FROM ANNEXATION

- A. The City guarantees that it will not involuntarily or “force” annexation of the Property (the “guarantee of immunity from annexation”), nor institute proceedings to annex the property, nor charge City property taxes, for the term of this Agreement subject to the provisions of this Agreement. If the Property is annexed pursuant to the terms of this Agreement, the City will provide services to the Property in accordance with a service plan in compliance with Chapter 43 of the Texas Local Government Code and consistent with the services provided to similarly situated properties existing in the city’s limits.
- B. This guarantee not to annex the Property will end should any of the events listed in Section 3 occur or if the Owner requests annexation to be completed prior to expiration of the Term of this Agreement.

SECTION 2.
REGULATION OF PROPERTY

- A. Until such time the Property is annexed, the City will enforce all the City’s regulations and planning authority approved by the City Council for the ETJ. The parties agree that, as of the effective date of this agreement, said enforcement and planning authority consists of:
1. the Subdivision and Development Ordinance; and
 2. Ordinances prohibiting:
 - (i) construction of a billboard(s); and
 - (ii) possession, manufacture, storage, sale, handling and use of fireworks.
- B. In no case will the City’s enforcement of any regulations and planning authority materially interfere with the use of the Property for Agriculture, Wildlife Management or Timber Uses as such are defined by Chapter 23 of the Texas Property Code.
- C. For purposes of this agreement, the following uses shall be consistent with the uses in paragraph B of this Section:
1. A “residential homestead” as such is defined by Chapter 11 of the Tax Code; and
 2. Land used for single family residential purposes as defined by Section 23.25(a) of the Tax Code. For purposes of this agreement, a legal entity that is affiliated with the Owner (as cited in Paragraph (a)(2)(B)(iv) of 23.25) shall mean a family trust only.
- D. The Owner may construct any building(s) consistent with the uses described in this section. Prior to initiation of construction, Owner shall obtain the City’s written consent. The City’s consent shall be limited to the question of whether or not the construction is or is not consistent with the uses described in this section.

SECTION 3.

EVENTS THAT TERMINATE IMMUNITY FROM ANNEXATION

The occurrence of any of the following events shall constitute a petition for voluntary annexation by the Owner and shall terminate the guarantee of immunity from annexation:

- A. If the Owner files (with the City or any other governmental unit) any type of subdivision plat, development plat, or related development documents for the Property save and except for a plat or documents submitted in relation to the uses listed in Section 2, Paragraph C. above;
- B. If the Owner commences or allows development and/or use of the Property in violation of this Agreement.

SECTION 4. TERM

- A. Subject to Section 3 of this Agreement, the term of this Agreement (the "Term") will be through June 20, 2041 provided that the City Manager's (or designee's) signature to this Agreement is completed and acknowledged by a public notary.
- B. Upon expiration of the Term:
 - 1. Owner, Owner's heirs, successors and assigns shall be deemed to have filed a petition for voluntary annexation; and
 - 2. The City will institute and complete annexation proceedings for the Property; and
 - 3. Said annexation shall be a voluntary annexation under any applicable law now or then existing.
- C. The Term may be extended for an additional period or periods of time (subject to the limitations of State law) by the City or by written agreement of the Parties.
- D. Owner may, at any time, petition the City to voluntarily annex all or a portion of the Property prior to expiration of the Term.

SECTION 5. GENERAL PROVISIONS

- A. Notice. Prior to the sale or conveyance of any portion of the Property, the Owner shall 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.

A copy of the notice required by this section shall be forwarded to the City at the following address:

City of Burleson, Texas
Attn: City Manager

Burleson City Hall
141 West Renfro
Burleson, Texas 76028-4261

- B. **Runs with Property.** This Agreement shall run with the Property, shall be recorded in the real property records of Johnson County, Texas, and shall be binding on the Owner and the Owner's successors in title.
- C. **Severability.** If a court of competent jurisdiction determines that any covenant or requirement 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.
- D. **Enforcement; No Waiver.** This Agreement may be enforced by the Owner or the City by any proceeding at law or in equity. Failure to do so shall not be deemed a waiver to enforce the provisions of this Agreement thereafter.
- E. **Applicable Law.** 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.
- F. **Venue.** Venue for this Agreement shall be in Johnson County, Texas.
- G. **No Vested Rights.** This Agreement shall not be construed as a permit for purposes of Chapter 245, Texas Local Government Code. Should annexation occur, 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 this Agreement and the institution of annexation proceedings by the City.
- H. **Execution.** This Agreement may be separately executed in individual counterparts and, upon execution, shall constitute one and the same instrument.
- I. This Agreement shall survive its termination to the extent necessary for the implementation of the provisions of Sections 2 and 3 herein.
- J. "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 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 the Agreement, arising in any way from the City's reliance on this Agreement."

Executed this 5th day of May, 20 16 by Owner.

Owner's Signature(s):

[Signature]

Owner's Printed Name(s):

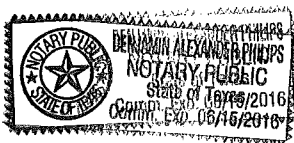
F. WAYNE CABANSAG

STATE OF TEXAS §

COUNTY OF JOHNSON §

Before me, Benjamin Philip S, on this day personally appeared F. Wayne Cabansag, known to me, or through examination of a valid Texas Driver's License proven to be, the person(s) whose name(s) is/are subscribed to the foregoing instrument as Owner(s) and acknowledged to me that he/she/they executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this 5th day of May, 2016.



(Notary Seal)

Benjamin Philip S

Notary Public's Signature

Executed this 5th day of May, 2016 by City.

City Representative Signature(s): [Signature]

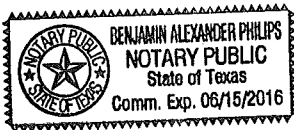
City Representative Printed Name: Kent George

City Representative Title: Development Project Manager

STATE OF TEXAS §

COUNTY OF JOHNSON §

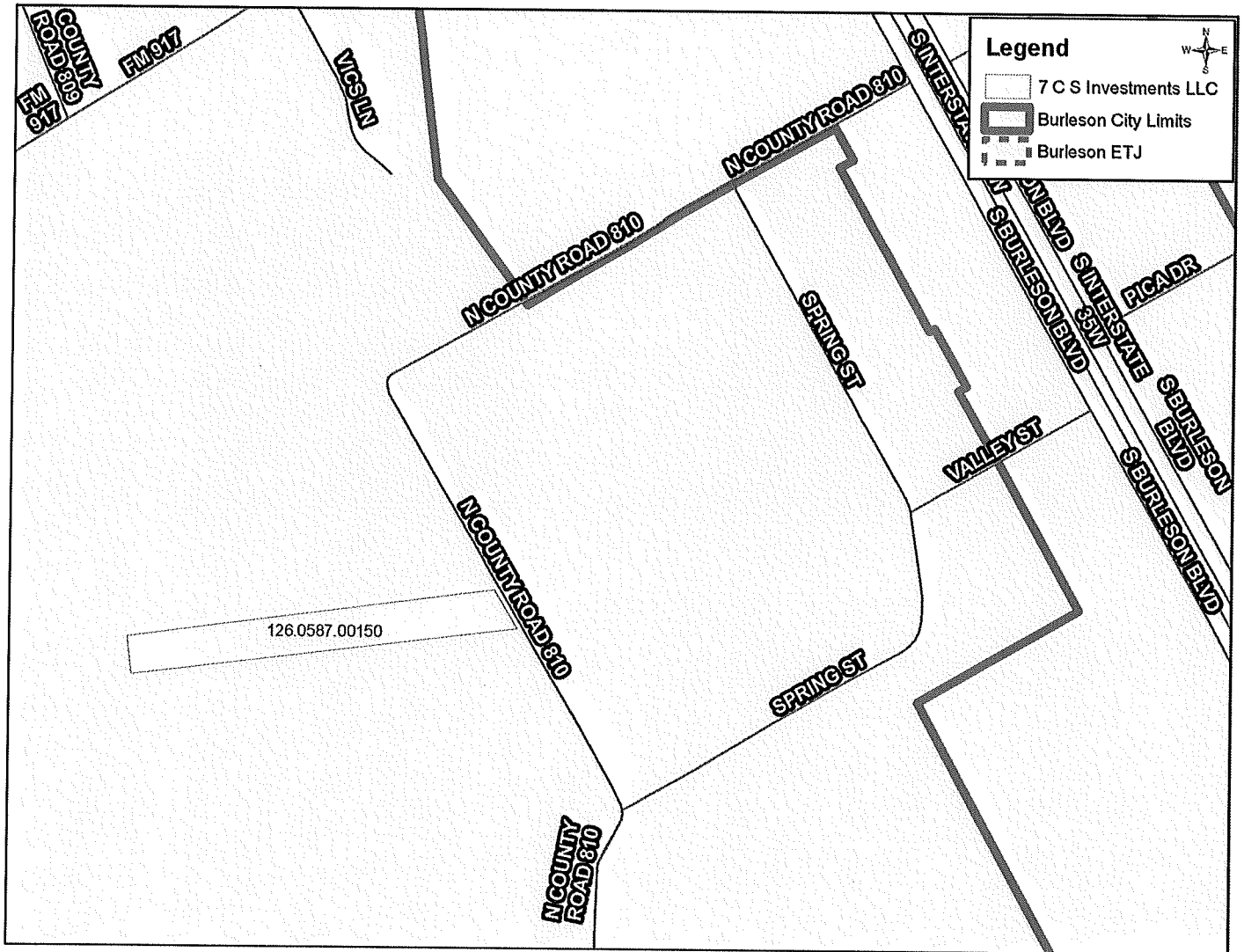
This instrument was acknowledged before me on the 5th day of May, 2016, by
Benjamin Phillips, Economic Development, of the City of Burleson,
(name) (title) Manager
Texas.



(Notary Seal)

[Signature]
Notary Public's Signature

EXHIBIT A
PROPERTY DESCRIPTION



#50 v

14-DA-20

STATE OF TEXAS §
COUNTY OF JOHNSON §

DEVELOPMENT AGREEMENT

This agreement is entered into pursuant to Sections 212.072 and 43.035 of the Texas Local Government Code (the "Code") between the City of Burleson, Texas (the "City") acting by and through its City Manager (or his designee), and CROPP JESSIE AND GALA (the "Owner"). The term "Owner" includes all owners of the Property.

WHEREAS, the Owner owns real property (the "Property") in Johnson County, Texas, more particularly and separately described in the attached Exhibit "A", which is located in the extraterritorial jurisdiction of the City; and

WHEREAS, the Owner desires to continue the current use of the Property and to remain outside of the City Limits, in the City's extraterritorial jurisdiction, in consideration for which the Owner agrees to enter into this Agreement; and

WHEREAS, it is the City's desire to permit the Owner to continue current use of the Owner's Property according to the terms of this Agreement without being annexed into the City; and

WHEREAS, the Property is eligible to be the subject of a development agreement under Sections 212.72 and 43.035 of the Texas Local Government Code; and

WHEREAS, this Agreement is entered into in lieu of involuntary annexation and in compliance with Sections 212.172 and 43.035 of the 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 heirs, successors and assigns for the Term (defined below) of this Agreement; and

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

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

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- A. The City guarantees that it will not involuntarily or "force" annexation of the Property (the "guarantee of immunity from annexation"), nor institute proceedings to annex the property, nor charge City property taxes, for the term of this Agreement subject to the provisions of this Agreement. If the Property is annexed pursuant to the terms of this Agreement, the City will provide services to the Property in accordance with a service plan in compliance with Chapter 43 of the Texas Local Government Code and consistent with the services provided to similarly situated properties existing in the city's limits.
- B. This guarantee not to annex the Property will end should any of the events listed in Section 3 occur or if the Owner requests annexation to be completed prior to expiration of the Term of this Agreement.

SECTION 2.
REGULATION OF PROPERTY

- A. Until such time the Property is annexed, the City will enforce all the City's regulations and planning authority approved by the City Council for the ETJ. The parties agree that, as of the effective date of this agreement, said enforcement and planning authority consists of:
1. the Subdivision and Development Ordinance; and
 2. Ordinances prohibiting:
 - (i) construction of a billboard(s); and
 - (ii) possession, manufacture, storage, sale, handling and use of fireworks.
- B. In no case will the City's enforcement of any regulations and planning authority materially interfere with the use of the Property for Agriculture, Wildlife Management or Timber Uses as such are defined by Chapter 23 of the Texas Property Code.
- C. For purposes of this agreement, the following uses shall be consistent with the uses in paragraph B of this Section:
1. A "residential homestead" as such is defined by Chapter 11 of the Tax Code; and
 2. Land used for single family residential purposes as defined by Section 23.25(a) of the Tax Code. For purposes of this agreement, a legal entity that is affiliated with the Owner (as cited in Paragraph (a)(2)(B)(iv) of 23.25) shall mean a family trust only.
- D. The Owner may construct any building(s) consistent with the uses described in this section. Prior to initiation of construction, Owner shall obtain the City's written consent.

The City's consent shall be limited to the question of whether or not the construction is or is not consistent with the uses described in this section.

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The occurrence of any of the following events shall constitute a petition for voluntary annexation by the Owner and shall terminate the guarantee of immunity from annexation:

- A. If the Owner files (with the City or any other governmental unit) any type of subdivision plat, development plat, or related development documents for the Property save and except for a plat or documents submitted in relation to the uses listed in Section 2, Paragraph C. above;
- B. If the Owner commences or allows development and/or use of the Property in violation of this Agreement.

SECTION 4. TERM

- A. Subject to Section 3 of this Agreement, the term of this Agreement (the "Term") is ten (10) years from the date that the City Manager's (or designee's) signature to this Agreement is acknowledged by a public notary.
- B. Upon expiration of the Term:
 - 1. Owner, Owner's heirs, successors and assigns shall be deemed to have filed a petition for voluntary annexation; and
 - 2. The City will institute and complete annexation proceedings for the Property; and
 - 3. Said annexation shall be a voluntary annexation under any applicable law now or then existing.
- C. The Term may be extended for an additional period or periods of time (subject to the limitations of State law) by the City or by written agreement of the Parties.
- D. Owner may, at any time, petition the City to voluntarily annex all or a portion of the Property prior to expiration of the Term.

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A copy of the notice required by this section shall be forwarded to the City at the following address:

City of Burleson, Texas
Attn: City Manager
Burleson City Hall
141 West Renfro
Burleson, Texas 76028-4261

- B. Runs with Property. This Agreement shall run with the Property, shall be recorded in the real property records of Johnson County, Texas, and shall be binding on the Owner and the Owner's successors in title.
- C. Severability. If a court of competent jurisdiction determines that any covenant or requirement 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.
- D. Enforcement; No Waiver. This Agreement may be enforced by the Owner or the City by any proceeding at law or in equity. Failure to do so shall not be deemed a waiver to enforce the provisions of this Agreement thereafter.
- E. Applicable Law. 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.
- F. Venue. Venue for this Agreement shall be in Johnson County, Texas.
- G. No Vested Rights. This Agreement shall not be construed as a permit for purposes of Chapter 245, Texas Local Government Code. Should annexation occur, 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 this Agreement and the institution of annexation proceedings by the City.
- H. Execution. This Agreement may be separately executed in individual counterparts and, upon execution, shall constitute one and the same instrument.
- I. This Agreement shall survive its termination to the extent necessary for the implementation of the provisions of Sections 2 and 3 herein.
- J. "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 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 the Agreement, arising in any way from the City's reliance on this Agreement."

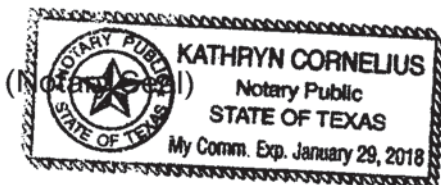
Executed this 12 day of Sept, 2014 by Owner.

Owner's Signature(s): X Jessie J. Cropp X Gala L. Cropp

Owner's Printed Name(s): Jessie J. Cropp Gala L. Cropp

Before me, Kathryn Cornelius, on this day personally appeared Jessie J. Cropp, Gala L. Cropp, known to me, or through examination of a valid Texas Driver's License proven to be, the person(s) whose name(s) is/are subscribed to the foregoing instrument as Owner(s) and acknowledged to me that he/she/they executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this 12th day of Sept, 2014.



Kathryn Cornelius
Notary Public's Signature

Executed this 29 day of October, 2014 by City.

City Representative Signature(s): [Signature]

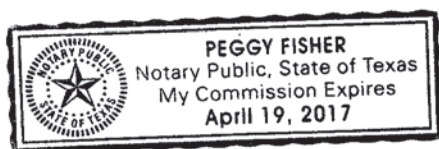
City Representative Printed Name: Paul Cain

City Representative Title: Deputy City Manager

STATE OF TEXAS §

COUNTY OF JOHNSON §

This instrument was acknowledged before me on the 29 day of October, 2014,
by Paul Cain, Deputy City Manager of the City of Burleson,
(name) (title)
Texas.



(Notary Seal)

Peggy Fisher
Notary Public's Signature

EXHIBIT A PROPERTY DESCRIPTION



Geo Reference	Case Manager	Area	Legal Description	JCCAD Acres	Owner
126.0587.00350	Bond	8	Abstract 587 Tract 16A H R MC Clure	12.50	Cropp Jessie and Gala

Johnson County
Becky Williams
County Clerk
Cleburne 76033



70 2014 00024172

Instrument Number: 2014-24172

Recorded On: November 07, 2014

As
Agreement

Parties:

To

Billable Pages: 7

Number of Pages: 8

Comment:

(Parties listed above are for Clerks reference only)

**** Examined and Charged as Follows: ****

Agreement	50.00
Total Recording:	50.00

***** DO NOT REMOVE. THIS PAGE IS PART OF THE INSTRUMENT *****

Any provision herein which restricts the Sale, Rental or use of the described REAL PROPERTY
because of color or race is invalid and unenforceable under federal law.

File Information:

Document Number: 2014-24172

Receipt Number: 15580

Recorded Date/Time: November 07, 2014 12:25:55P

User / Station: M Davis - CCL42

Record and Return To:

CITY OF BURLESON

CUSTOMER PICKUP

BURLESON TX 76028



I hereby certify that this instrument was filed on the date and time stamped hereon and was duly
recorded in the Volume and Page of the named records in Johnson County, Texas.

Any provision herein which restricts the sale, rental or use of the described Real Estate because of
color race is invalid and unenforceable under Federal law.

Becky Williams

BECKY WILLIAMS, COUNTY CLERK
JOHNSON COUNTY, TEXAS

14-DA-54

STATE OF TEXAS §
COUNTY OF JOHNSON §

DEVELOPMENT AGREEMENT

This agreement is entered into pursuant to Sections 212.072 and 43.035 of the Texas Local Government Code (the "Code") between the City of Burleson, Texas (the "City") acting by and through its City Manager (or his designee), and KRYSINSKI LIVING TRUST (the "Owner"). The term "Owner" includes all owners of the Property.

WHEREAS, the Owner owns real property (the "Property") in Johnson County, Texas, more particularly and separately described in the attached Exhibit "A", which is located in the extraterritorial jurisdiction of the City; and

WHEREAS, the Owner desires to continue the current use of the Property and to remain outside of the City Limits, in the City's extraterritorial jurisdiction, in consideration for which the Owner agrees to enter into this Agreement; and

WHEREAS, it is the City's desire to permit the Owner to continue current use of the Owner's Property according to the terms of this Agreement without being annexed into the City; and

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Attn: City Manager
Burleson City Hall
141 West Renfro
Burleson, Texas 76028-4261

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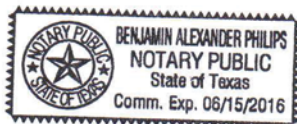
Executed this 9th day of September, 2014 by Owner.

Owner's Signature(s): M. J. Lott

Owner's Printed Name(s): Michael J. Lott

Before me, Benjamin A. Philips, on this day personally appeared Michael J. Lott, known to me, or through examination of a valid Texas Driver's License proven to be, the person(s) whose name(s) is/are subscribed to the foregoing instrument as Owner(s) and acknowledged to me that he/she/they executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this 9th day of September, 2014.



(Notary Seal)

Benjamin A. Philips
Notary Public's Signature

Executed this 29 day of October, 20 14 by City.

City Representative Signature(s): 

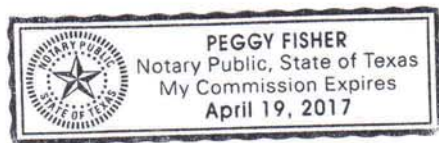
City Representative Printed Name: Paul Cain

City Representative Title: Deputy City Manager

STATE OF TEXAS §

COUNTY OF JOHNSON §

This instrument was acknowledged before me on the 29 day of October, 2014,
by Paul Cain, Deputy City Manager, of the City of Burleson,
(name) (title)
Texas.



(Notary Seal)

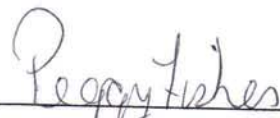
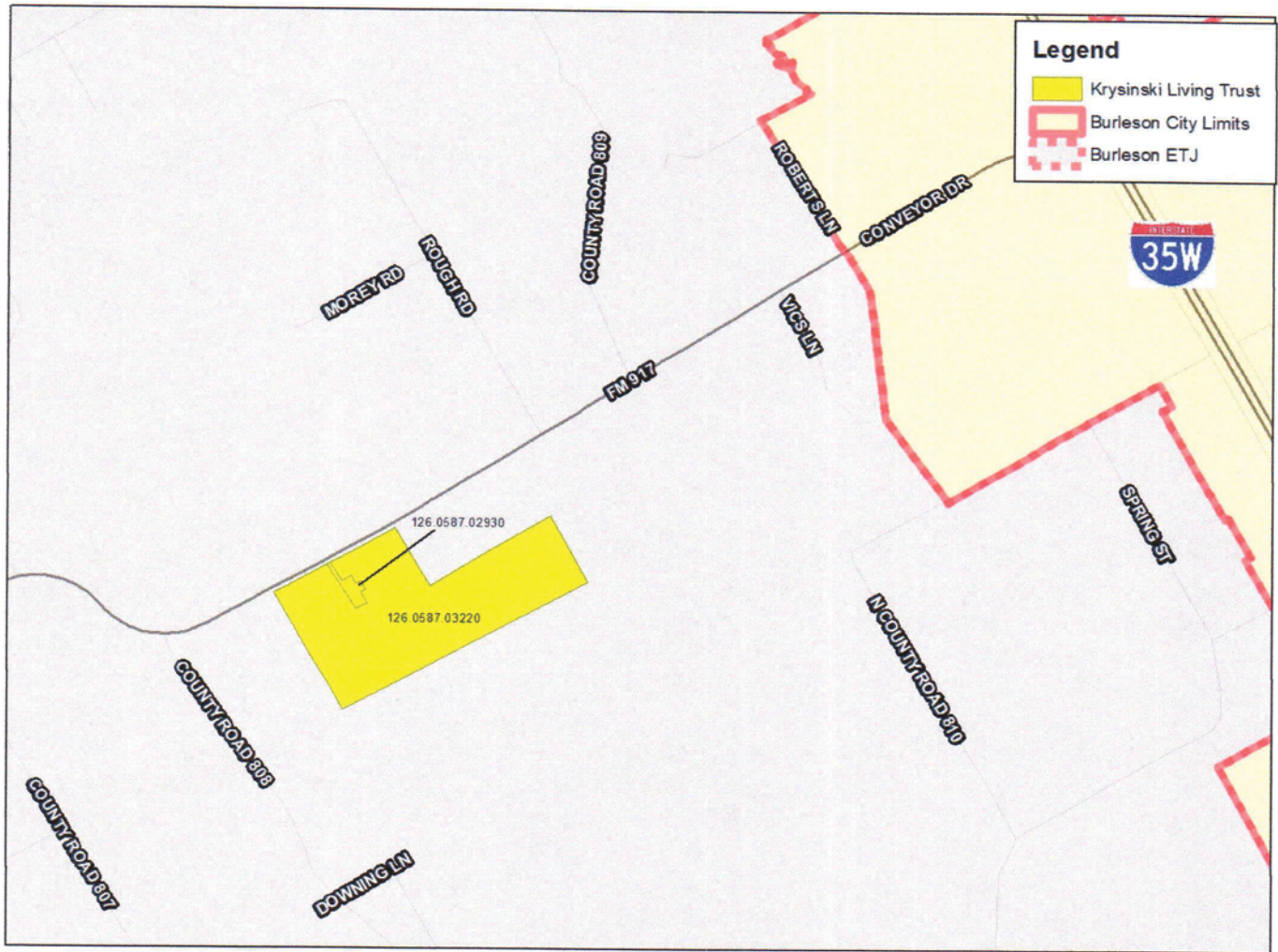

Notary Public's Signature

EXHIBIT A PROPERTY DESCRIPTION



Geo Reference	Area	Case Manager	Legal Description	JCCAD Acres	Owner
126.0587.03220	8	Bond	Abstract 587 Tract 2, 3, PT 4, 5 H R MC Clure	52.66	Krysinski Living Trust
126.0587.02930	8	Bond	Abstract 587 Tract 4, 5 H R MC Clure	1.00	Krysinski Living Trust

THE KRYSINSKI LIVING TRUST

THIS AGREEMENT OF TRUST is made and executed at Burleson, Johnson County, Texas, on this the 27th day of August, 2007, by and between PAUL E. KRYSINSKI and FRANCES P. KRYSINSKI, hereinafter referred to as "Settlors", or as "Settlor" when reference is made to only one of them, and PAUL E. KRYSINSKI and FRANCES P. KRYSINSKI, hereinafter referred to as Trustees, of this trust known as **THE KRYSINSKI LIVING TRUST**.

WITNESSETH:

WHEREAS, the Settlers wish to establish a revocable trust by transferring the assets described on the attached Schedule A to the Trustees to hold and administer upon the terms and conditions set forth in this Trust Agreement; and

WHEREAS, Settlers contemplate that they may, by inter vivos document, transfer other assets and property to the Trustees, to be added to the trust estate; and

WHEREAS, the Trustees are willing to hold and administer such property as they may receive upon the terms and conditions set forth in this Trust Agreement;

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the Settlers and the Trustees do hereby agree as follows:

ARTICLE I.

Trust Estate

Settlers have conveyed, transferred, and assigned and do by these presents convey, transfer, and assign unto the Trustees the assets and properties described on Schedule A attached hereto and made a part hereof. Such assets and properties shall be held, administered, and distributed as a revocable, amendable trust, subject to the provisions hereof, for the uses and purposes hereinafter set out. Settlers or any other person or persons may by a written document, by a Will, or by naming the Trustees as beneficiary of life insurance or employee benefit plan proceeds, deliver to the Trustees at any time and from time to time additional assets and properties acceptable to the Trustees, which additional assets and properties shall be held, administered, and distributed pursuant

to this Trust Agreement. The Settlers shall have the right to use and occupy residential property owned by the trust created hereunder as the Settlers' principal residence rent free and without charge until the death of the last to die of both Settlers or until this Trust Agreement is revoked or terminated, whichever occurs first. Further, any such property (or any interest therein) shall be acquired by an instrument of title that describes the property with sufficient certainty to identify it and the interest acquired, and the instrument shall be recorded in the real property records of the county in which the property is located. This section shall be construed in accordance with the Settlers' intentions to qualify such property as the Settlers' residential homestead for ad valorem tax purposes by causing the trust which owns such property to be a "qualifying trust" as defined and described in Section 11.13(j) of the Texas Tax Code. This intention shall be overriding and shall control if it conflicts with the literal language of this section. No gift, change or transfer of community property or separate property interests is intended by the terms of this trust during the joint lives of Settlers. Investment or income-producing assets and property added to this trust during the joint lives of Settlers, and the income therefrom, shall be considered as community property of Settlers by the Trustees unless when delivered said property is designated in writing to be the separate property of one of the Settlers. The Trustees shall maintain records and accounts to appropriately identify such property, with all income being designated and identified as the community property of Settlers; provided, however, that the Trustees shall have no duty to characterize property of the trust as community or separate property and shall have the right to rely on representations of Settlers, or either of them, as to such property's character. Any property subsequently withdrawn from the trust estate shall have the same character as community or separate property which it would have had if it had never become a part of the trust estate.

ARTICLE II.

Identification of Beneficiaries

The primary beneficiaries of this trust are the Settlers, PAUL E. KRYSINSKI and FRANCES P. KRYSINSKI. After the surviving Settlor's death and pursuant to the terms of Article VII below,

the trust may continue for the benefit of the beneficiaries of Settlers, namely Felician Nuns, St. Ann's Catholic Church, St. Jude's Hospital, St. Mary's Cemetery, Michael Christopher Lott's daughter Nadia Lott, Michael Christopher Lott's son William Michael Lott, and Salesean Missions.

ARTICLE III.

Revocability of Trust

This trust is revocable during Settlers' joint lives. Settlers shall have the power and right to amend, modify or revoke, in whole or in part, this agreement or any terms or provisions thereof by notice in writing delivered to the Trustees. Such amendment, modification or revocation shall be effective immediately upon delivery to the Trustees, except that changes with respect to the Trustees' duties, liabilities or compensation shall not be effective without the Trustees' written consent. Settlers shall further have the power and right to require and direct the Trustees to distribute to Settlers or to any other person designated by Settlers any property or properties held by the Trustees hereunder; provided, however, either Settlor shall have the unlimited right during the time that both Settlers are living to withdraw all or any part of the trust corpus which is the separate property of such withdrawing Settlor. Upon the death of first Settlor to die, the then remaining trust estate shall be divided as provided in Article V below. Thereupon the trust estate designated by the name of the deceased Settlor shall be irrevocable and not subject to amendment or change by the surviving Settlor or any person whomsoever. The trust estate designated by the name of the surviving Settlor shall continue to be revocable and subject to amendment, modification or revocation, in whole or in part, as provided above.

ARTICLE IV.

Distributions While Both Settlers Are Living

If during the joint lives of Settlers there shall be transferred to the Trustees, to be held in accordance with the terms of this Trust Agreement, investment or income-producing assets, then so long as both Settlers shall live, there shall be distributed to or for the benefit of Settlers so much of the trust income and corpus as Settlers shall from time to time direct in writing. Initially and until

further written notice from Settlor to the Trustees, the Trustees shall distribute to Settlor the net trust income. In the event of the incapacity of either Settlor or both of them then, notwithstanding any prior written instructions to the contrary, the Trustees may distribute to or for the benefit of either or both of Settlor so much of the trust income and corpus as the Trustees shall determine, in their sole discretion, to be necessary and appropriate to provide for the health, maintenance and support of Settlor. Any income not so distributed shall be added to corpus. The Trustees shall, for the purpose of this Article IV, be the sole judge of a Settlor's incapacity; no judicial determination shall be required and the Trustees shall incur no liability to any person whomsoever for making distributions to or for the benefit of Settlor, or either of them, upon the Trustees' determination of a Settlor's incapacity.

ARTICLE V.

Distributions Upon Death of First Settlor to Die

Upon the death of the first Settlor to die, the trust estate shall be disposed of as follows:

A. If one Settlor shall survive the other Settlor by ninety (90) days, the trust estate shall be divided into two (2) separate trust shares, each trust share being composed of the respective Settlor's one-half (1/2) community property interest and all of such Settlor's separate property interest in the trust, and such trust shares shall be designated as the "**The PAUL E. KRYSINSKI Trust**" and "**The FRANCES P. KRYSINSKI Trust**". Except as otherwise specifically provided herein, "**The PAUL E. KRYSINSKI Trust**" and "**The FRANCES P. KRYSINSKI Trust**" shall be deemed and referred to for the purposes herein as one trust and any distributions of income or corpus by the Trustees on behalf of the surviving Settlor shall be made equally from each trust. The trust estate shall continue to be held, administered and distributed for the following uses and purposes, and subject to the following provisions, conditions and limitations:

1. Income. During the life of the surviving Settlor, the Trustee shall pay to the surviving Settlor, at such intervals as the Trustee may determine, so much or all of the net income as the Trustee, in the Trustee's sole and absolute discretion, deems necessary and

appropriate to provide for the health, maintenance, and support of the surviving Settlor in accordance with his or her station in life. Any income not distributed shall be accumulated and added to the corpus of the trust.

2. Special Distributions of Corpus. If at any time during the existence of the trust, the net income which shall be distributed to the surviving Settlor under the terms hereof shall not be adequate in the opinion of the Trustee for the surviving Settlor's health, maintenance and support in accordance with his or her station in life considering all other sources of income available to him or her, then the Trustee may make supplemental distributions of corpus out of the trust directly to the surviving Settlor to the extent and in the manner that the Trustee may deem advisable. Distribution of the entire corpus of the trust is authorized if the Trustee shall determine such distribution to be in the best interest of the surviving Settlor in accordance with the foregoing standard.

3. Reserve for Taxes and Obligations. Upon the death of the surviving Settlor, the Trustee shall be authorized to withhold from distribution an amount of property sufficient, in the Trustee's judgment, to cover any liability that may be imposed upon the Trustee or the trust for estate, excise, or inheritance taxes attributable to the inclusion of the trust property in the surviving Settlor's estate and to pay such liabilities out of the trust. The Trustee is further authorized, in the Trustee's sole and absolute discretion, to withhold from distribution, as much property that is sufficient to pay any of the surviving Settlor's obligations (including all taxes) or expenses with respect to the administration of his or her estate and to pay such obligations or expenses out of the trust. Any payment made pursuant to this paragraph may be paid directly or made to the legal representative of the surviving Settlor's estate, as the Trustee deems advisable. Upon the Trustee being satisfied that the Trustee no longer has any liability with respect to such taxes, and that the Trustee need not pay such liabilities, obligations and expenses, the balance of such withheld property shall be distributed in accordance with the applicable provisions of the preceding paragraph. The

Trustee's selection of assets to be sold to make payments pursuant to this paragraph, and the tax effects thereof, shall not be subject to question by any beneficiary hereof. Likewise, neither the trust nor any trust beneficiary shall be entitled to reimbursement from the surviving Settlor's estate or his or her heirs or devisees on account of any payment made pursuant to this paragraph.

ARTICLE VI.

Distributions Upon the Death of the Last Settlor To Die

Upon the death of the surviving Settlor, the entire trust estate shall be distributed, subject to the following provisions, conditions and limitations, and subject to restrictions imposed upon distribution because of age as hereinafter provided, outright and FREE FROM TRUST, in equal shares, to in the undivided interests set opposite the hereinafter named beneficiaries of Settlers, as follows:

<u>NAME OF SETTLORS' BENEFICIARY</u>	<u>UNDIVIDED INTEREST IN TRUST ESTATE</u>
St. Mary's Cemetery maintenance St. Mary's Rectory, 715 N. Main St., Bremond, Texas	\$1,500.00
Michael Christopher Lott's daughter, Nadia Lott	\$20,000.00
Michael Christopher Lott's son, William Michael Lott	\$20,000.00
Salesian Missions - chapel 2 Lefevre Lane, New Rochelle, New York 10802-0030	\$20,000.00

The remainder of the estate shall then be distributed as follows:

Felician Sisters, 4210 Meadowlark Lane S.E., Rio Rancho, New Mexico 87124-1021	Forty percent (40%)
St. Ann's Catholic Church, Burleson, Texas (Backpack Ministry if in existence; otherwise, the church building fund)	Thirty percent (20%)
St. Jude's Children's Hospital, Memphis, Tennessee	Thirty percent (40%)

Provided, however, if a beneficiary of Settlor is then deceased or the entity named is no longer in existence, the share of such deceased beneficiary shall be divided proportionately among and distributed outright and FREE OF TRUST to the beneficiaries of Settlor surviving at the time of the death of the last Settlor to die. If the beneficiaries of Settlor should die prior to the death of the Settlor who is the last to die, the then remaining corpus and undistributed income of **The PAUL E. KRYSINSKI Trust** shall be distributed outright and FREE OF TRUST to the heirs-at-law of PAUL E. KRYSINSKI and the then remaining corpus and undistributed income of **The FRANCES P. KRYSINSKI Trust** shall be distributed outright and FREE OF TRUST to the heirs-at-law of FRANCES P. KRYSINSKI. Provided, however, if both PAUL E. KRYSINSKI and FRANCES P. KRYSINSKI shall die simultaneously or at any time prior to the division of the trust estate as hereinabove provided, the then remaining corpus and undistributed income of the combined trust estate shall be divided into two (2) separate trust shares, each trust share being composed of the respective Settlor's one-half (1/2) community property interest and all of such Settlor's separate property interest in the then remaining trust, and each separate trust share shall be distributed outright and FREE OF TRUST to the heirs-at-law of its respective Settlor. The identity and respective shares of such heirs (as hereinafter defined in Article XIII) shall be determined in all respects as if the deaths of the Settlor had occurred immediately following the happening of the event requiring such distribution, and according to the laws of the State of Texas then in force governing the distribution of the estate of an intestate.

ARTICLE VII.

Restrictions Upon Distribution Because of Age

In the event that any beneficiary has not reached the age of 21 years, then the Trustee shall hold the share or shares of such beneficiary, IN TRUST NEVERTHELESS, for the uses and purposes hereinafter set forth.

A. The Trustee, in the Trustee's discretion, shall distribute to or for the benefit of each beneficiary, as much of the income, and in addition, so much of the corpus of each separate, per

stirpes share or trust created for that particular beneficiary as the Trustee shall consider appropriate for his or her education.

B. Any income or corpus not so distributed or used shall be separately accumulated for each beneficiary and the separate, per stirpes share or trust distributed to said beneficiary when he or she reaches the age of 21 years, at which time the Trustee shall transfer, convey, deliver and pay over to said beneficiary, FREE FROM TRUST, all of the property then constituting his or her trust estate.

C. If any beneficiary of a share or trust being held for his or her benefit shall die before complete distribution of his or her trust estate, then upon the death of such beneficiary, the share or trust shall be divided proportionately among and distributed outright and FREE OF TRUST to the beneficiaries of Settlers surviving at the time of the death of the last Settlor to die. distributed as provided below in Paragraph D of this Article VII.

D. Any share or portion of a share of any trust that has not been disposed of under any other provision of this Trust Agreement from **The PAUL E. KRYSINSKI Trust** shall be distributed outright and FREE OF TRUST to the heirs-at-law of PAUL E. KRYSINSKI and any share or portion of a share of any trust that has not been disposed of under any other provision of this Trust Agreement from **The FRANCES P. KRYSINSKI Trust** shall be distributed outright and FREE OF TRUST the heirs-at-law of FRANCES P. KRYSINSKI. The identity and respective shares of such heirs (as hereinafter defined in Article XIII) shall be determined in all respects as if the deaths of the Settlers had occurred immediately following the happening of the event requiring such distribution, and according to the laws of the State of Texas then in force governing the distribution of the estate of an intestate.

ARTICLE VIII.

General Provisions Relating to the Trustees

All of the provisions of this Article VIII are applicable to all trusts and shares created by this Trust Agreement.

A. Joint Control. Except as otherwise stated herein, in any event when two trustees are serving, the rights, powers, duties and discretions of the trustees shall be exercisable jointly, except for the original, initial Trustees, PAUL E. KRYSENSKI and FRANCES P. KRYSENSKI, each of whom may act singly without the joinder of the other. In any event when more than two trustees are serving jointly hereunder, unless otherwise stated herein, the rights, powers, duties and discretions shall be exercisable by a majority vote of the trustees then serving.

B. Succession of Trustees During the Lifetime of Both Settlers. The initial Trustees of the trust created by this Trust Agreement shall be PAUL E. KRYSENSKI and FRANCES P. KRYSENSKI. If either PAUL E. KRYSENSKI or FRANCES P. KRYSENSKI should fail or cease to serve as Trustee for any reason, the other Settlor shall continue to serve singly as Trustee. If both PAUL E. KRYSENSKI and FRANCES P. KRYSENSKI should fail or cease to serve as Trustees for any reason, then MICHAEL JAMES LOTT shall serve as successor Trustee. If MICHAEL JAMES LOTT should fail or cease to serve as Trustee for any reason, then MICHAEL CHRISTOPHER LOTT shall serve as successor Trustee. If MICHAEL CHRISTOPHER LOTT should fail or cease to serve as Trustee for any reason, then a successor trustee shall be appointed in the manner and with the qualifications pursuant to the terms of this Trust Agreement set forth in the paragraph below entitled "APPOINTMENT OF SUCCESSOR TRUSTEES".

C. Succession of Trustees After Death of First Settlor To Die. Upon the death of the first Settlor to die, the surviving Settlor shall serve singly as Trustee of both trusts hereinabove created as "**The PAUL E. KRYSENSKI Trust**" and "**The FRANCES P. KRYSENSKI Trust**". If the surviving Settlor should fail or cease to serve as Trustee for any reason, then MICHAEL JAMES LOTT shall serve as successor Trustee. If MICHAEL JAMES LOTT should fail or cease to serve as Trustee for any reason, then MICHAEL CHRISTOPHER LOTT shall serve as successor Trustee. If MICHAEL CHRISTOPHER LOTT should fail or cease to serve as Trustee for any reason, then a successor trustee shall be appointed in the manner and with the qualifications pursuant to the terms of this Trust Agreement set forth in the paragraph below entitled "APPOINTMENT OF

SUCCESSOR TRUSTEES".

D. Removal of Trustees. The Settlor, or the surviving Settlor, (including the legal guardian or legal representative of a Settlor, in the case that a Settlor is under legal disability), shall have the power to remove any trustee and successor trustees then serving hereunder and further, the power to appoint a successor trustee. If a trustee is removed, such trustee must be replaced by another trustee in the manner and with the qualifications pursuant to the terms of this Trust Agreement set forth in the paragraph below entitled "APPOINTMENT OF SUCCESSOR TRUSTEES". Such removal shall be by a written document, duly executed and acknowledged by the removing parties and by the successor trustee appointed as the replacement trustee, and shall be filed for record in the Real Property Records of Johnson County, Texas. The successor trustee shall promptly deliver a copy of such recorded document to the trustee being removed and then serving and the delivery of such recorded document shall immediately deprive the removed trustee of all powers as trustee hereunder. No purchaser or other person dealing with any trustee serving hereunder is obligated to examine the County records and such person or persons shall be protected in all transactions made with any trustee serving hereunder, whether or not any such replacement has taken place.

E. Resignation of Trustees. Any trustee serving hereunder is authorized to resign by filing a document, duly executed and acknowledged by the resigning trustee, for record in the Real Property Records of Johnson County, Texas, which filing shall immediately deprive such resigning trustee of all powers as trustee hereunder; provided, nevertheless, that at least thirty (30) days prior to filing such document, the resigning Trustee shall give written notice thereof to the Settlor, or the surviving Settlor, (including the legal guardian or legal representative of a Settlor, in the case that a Settlor is under legal disability),.

F. Appointment of Successor Trustees. If any trustee appointed or serving pursuant to this Trust Agreement should fail or cease to serve as trustee for any reason and no trustee has been named in this document to serve as successor, or if all successor trustees named herein have failed

or ceased to serve for any reason, then the Settlor, or the surviving Settlor, (including the legal guardian or legal representative of a Settlor, in the case that a Settlor is under legal disability), shall have the power to appoint, as successor trustee, any national or state bank or trust company possessing trust powers and having a capital, surplus and undivided profits of at least Twenty Million Dollars, or any individual regardless of domicile. Such appointment shall be made by a written document, duly executed and acknowledged by the appointing parties and by the successor trustee being appointed, and shall be filed for record in the Real Property Records of Johnson County, Texas. If a successor trustee is not appointed as hereinabove provided, then a court of competent jurisdiction shall appoint a successor trustee with the qualifications set forth above, and the costs associated with such a court proceeding shall be paid from the trust or trusts for which the successor trustee is appointed.

G. Relinquishment of Powers. Any trustee may release or relinquish any one or more of any powers, rights or privileges which, in the trustee's judgment, unless released or relinquished, might result in adverse consequences to the trust estate or any beneficiary because of changes in law or interpretation of the law. Any such release or relinquishment shall be made by a written document, duly executed and acknowledged by said trustee, and shall be filed for record in the Real Property Records of Johnson County, Texas. After any power has been so released or relinquished, it shall never again be exercised by such trustee.

H. Compensation and Bond. Any trustee serving hereunder shall be reimbursed for any and all expenses incurred while acting as trustee of the trust created pursuant to the provisions hereof, and in addition any corporate trustee shall receive fair and reasonable compensation for services as trustee in accordance with the corporate trustee's regular fee schedules as published from time to time. No trustee serving hereunder shall be required to furnish bond or any other security, and all rights, powers, authorities, privileges and discretions herein conferred upon any trustee authorized to serve hereunder shall be exercised without the supervision of any court, it being intended that so far as can be legally provided the trustee serving shall be completely free of all court

supervision of any kind, including the requirements of any accounting; provided, however, that the then serving trustee shall furnish an accounting to any beneficiary or guardian of any beneficiary upon reasonable demand made therefor.

I. Powers and Duties of Successor Trustees. On the appointment and qualification of any successor trustee, the same duties shall devolve on and the same rights, powers, authorities, privileges, and discretions shall inure to such successor trustee as to the Trustees originally designated hereunder. All rights, powers, authorities, privileges and discretions shall be exercised without the supervision of any court. No successor trustee shall have any duty, responsibility, obligation or liability whatsoever for the acts, defaults or omissions of any predecessor trustee. Any successor trustee named herein shall be responsible only for the assets delivered by the preceding trustee, or his or her legal representative, and may accept as correct the statements of such predecessor, or his or her legal representative, that these constitute all of the assets of the trust estate, without any duty to inquire into the administration or accounting by the preceding trustee. No successor trustee shall be held responsible for and by reason of any act or omission of a predecessor in trust.

J. Reorganization of any Corporate Trustee. Any corporation or national or state banking association that shall succeed to all or the greater part of the assets of any corporate trustee serving hereunder by purchase, merger, consolidation, or otherwise, shall succeed to all the rights, duties, and functions of such corporate trustee as trustee under all trusts governed by this Trust Agreement for which the corporate trustee is then serving or may serve as trustee.

ARTICLE IX.

General Provisions Relating to the Trust

A. Situs of Trust. The trusts created herein shall be deemed Texas trusts and shall, in all respects, be governed by the laws of the State of Texas. However, if the Trustees, in the Trustees' sole discretion, determines that a change of situs would be beneficial to the purposes of any separate trust established by this Trust Agreement, the Trustees shall have the discretion and authority to

change the situs of any such trust to another state. Formal notice of any change of situs may be given by filing of record a written declaration in the Real Property Records of Johnson County, Texas. If the situs of any such trust is changed to another state, then the trust shall, in all respects, be governed by the laws of the state which is the new situs. No such change of situs shall be authorized herein, however, which would result in a termination of the trust for federal tax purposes.

B. Small Trust Provision. Any provision of this Trust Agreement to the contrary notwithstanding, any trustee, other than a beneficiary hereof, shall have the discretionary power to terminate any separate trust created by this Trust Agreement whenever the continued management thereof is no longer economical because of the small size of such trust, taking into consideration financial or other special advantages to the beneficiary or beneficiaries of continuing the trust estate. Upon the termination of any trust estate, the then remaining corpus and undistributed income shall be distributed outright and free of trust to the Settlers as their interests may appear, if both of them are then living; otherwise to the surviving Settlor, if living; otherwise to the beneficiaries thereof, or to a custodian named for a beneficiary under a Uniform Transfers to Minors Act, or to the beneficiaries' legal representatives in proportion to their respective presumptive interests in the trust or share at the time of such termination. Upon such distribution and delivery, the said trust or share shall terminate and the Trustee then serving shall not be liable or responsible to any person or persons whomsoever for so acting. The Trustee then serving shall not be liable for failing or refusing at any time to terminate the trust or a share thereof as authorized by this paragraph.

C. Merger of Trusts. If any time the Trustee of any trust created pursuant to this Trust Agreement shall also be acting as Trustee of any other trust created hereby, or by a Will for the benefit of the same beneficiary or beneficiaries upon substantially the same terms and conditions, the then serving Trustee is authorized and empowered, if in such Trustee's discretion such action is in the best interest of the beneficiary or beneficiaries of the trust created hereunder, to transfer and merge all of the assets then held under such trust created pursuant to this Trust Agreement to and with such other trust and thereupon and thereby to terminate the trust created hereby. Such Trustee

is further authorized to accept the assets of the other trust which may be transferred to such trustee of the trust created hereunder and to administer and distribute such assets and properties so transferred in accordance with the provisions of this Trust Agreement. If the component trusts differ as to contingent beneficiaries and the contingency occurs, the funds may be distributed in such shares as the Trustee, in the Trustee's sole discretion, shall deem necessary to create a fair ratio between the various sets of remaindermen. If any trust created in this Trust Agreement is merged with any trust created under any other document, such merged trust shall not continue beyond the date on which the earliest maximum term of the trusts so merged would, without regard to such merger, have been required to expire. Settlers further direct that, as to any property belonging to any trust estate at any time (including a merged trust) as to which under the laws of any state applicable to said property that trust is required to be terminated at any time prior to its normal termination date, the trust as to that particular property shall terminate at the time required by the laws of said state.

D. Perpetuities Provision. Notwithstanding any other provisions of this Trust Agreement to the contrary, any trust herein created, if it has not previously terminated, shall terminate twenty-one (21) years after the death of the last to survive of the Settlers and all the lineal descendants of the Settlers living on the date of this Trust Agreement. Upon such termination, the remaining assets and property of the trust shall be delivered and distributed, outright and free of trust, to the person or persons to whom the income of the particular trust may be distributed at that time. If the income of a particular trust may be distributed to more than one person at that time, the then serving Trustee shall divide the assets and properties between such persons in such proportions between them as said Trustee shall determine, in the Trustee's sole discretion, to best carry out the Settlers' intentions as expressed in this document.

E. Spendthrift Provision. No beneficiary shall have the right or power to anticipate, by assignment or otherwise, any income or corpus given to such beneficiary or any portion thereof; nor, in advance of actually receiving the same, shall any beneficiary have the right or power to sell, transfer, encumber or in anywise charge same; nor shall such income or corpus, or any portion of

same, be subject to any divorce, execution, garnishment, attachment, insolvency, bankruptcy or other legal proceeding of any character, or legal sequestration, levy or sale or in any event or manner be applicable or subject, voluntarily or involuntarily, to the payment of such beneficiary's debts or other obligations.

ARTICLE X.

Powers of the Trustees

The Trustees shall have and may exercise the following rights, powers and privileges with respect to each trust created by this document, unless specifically limited by other provisions of this document:

A. **General Powers.** The Trustees may sell, exchange, alter, mortgage, pledge or otherwise dispose of trust property; borrow any sum believed by the Trustees to be necessary or desirable for protecting the trust or any part thereof, making any income or corpus payment or distribution, or for any other purpose which in the Trustees' opinion may be appropriate; pay all reasonable expenses; execute obligations, negotiable and nonnegotiable; join in, by deposit, pledge, or otherwise, any plan of reorganization or readjustment of any investments of the trust, and vest in a protective committee or other legal entity such power as in the Trustees' opinion may be desirable; and sell for cash and/or credit all or any part of the trust property.

B. **Distributions.** The Trustees shall have full power and authority to make all partitions, divisions and distributions contemplated by any of the provisions of this Trust Agreement. Any partitions, divisions or distributions may be made by allocating assets and property proportionately in kind or by allocating undivided interests therein in kind. Any partition, division, or distribution made by the Trustees in good faith shall be binding and conclusive on all interested parties. In the event that a beneficiary shall, in the opinion of the Trustees, be incapacitated by reason of age, illness, or any other cause at the time of a particular distribution, the Trustees may apply the distribution for the benefit of such beneficiary in any manner that the Trustees may deem advisable, whether by payment of such beneficiary's expenses or to any such beneficiary, the legal or natural

guardian, the person having custody of such beneficiary or any other person deemed suitable by the Trustees. Should any property be distributable hereunder to a minor person, the Trustees may make the distribution to a custodian for such person under the Uniform Transfers to Minors Act of Texas or any other state.

C. Conservation of Trust Properties. The Trustees may hold, manage and conserve any and all properties transferred to the trust and may take any action that the Trustees may deem necessary or appropriate, including the exercise of all rights and powers that a prudent owner would exercise in managing and conserving properties of a like kind.

D. Investment in Securities. The Trustees may buy, sell or trade any security of any nature (including stocks, stock rights, warrants, bonds, debentures, notes, certificates of interest, certificates of indebtedness and options) or any other things of value issued by any person, firm, association, trust, corporation or body politic whatsoever.

E. Securities and Margin Accounts. The Trustees may buy, sell and trade in securities of any nature, including covered and uncovered options on margin and, for such purposes, may maintain and operate margin accounts with brokers and may pledge any securities with brokers as security for loans and advances made to the Trustees.

F. Investment in Real Estate and Personal Property. The Trustees may, at such cost and upon such terms as the Trustees may deem advisable, purchase or otherwise acquire real estate and personal property of any kind and hold, manage and conserve the same in whatever manner the Trustees may deem best; lease such property under a lease or leases to commence at once or in the future and for any period of time, even though such period may extend beyond the duration of the trust; renew and extend leases; partition, exchange, release, convey or assign any right, title or interest of the trust in any real estate or personal property owned by the trust; plat real estate and lay out and dedicate streets, alleys and ways; and improve and erect buildings on any real property (in addition to or substitution for buildings at any time existing thereon).

G. Investment in Oil, Gas and Other Mineral Interests. The Trustees may purchase or

otherwise acquire oil, gas and other mineral interests, leases, royalties, overriding royalties, production payments, oil payments, gas payments, net profit overriding royalties, and net profit interests; grant, make and release oil, gas and other mineral leases, subleases and farmouts; enter into development and drilling contracts, operating contracts and utilization agreements; make arrangements for present or future pooling of any interest in oil, gas or other mineral properties and for secondary recovery projects, and exercise with respect to any and all oil, gas and other mineral properties all rights and powers that a prudent owner would have with respect to properties of a like kind.

H. Investment in Undivided Interests. The Trustees may, for any trusts created under this Trust Agreement, jointly hold, manage and invest in one or more assets, properties or consolidated funds, in whole or in part, as the Trustees may determine. As to each asset, property or consolidated fund, division into the appropriate shares need be made only on the Trustees' books of account, in which each trust shall be allotted its proportionate part of the principal and income of the asset, property or fund and charged with its proportionate part of the expenses thereof. No such holding shall, however, defer the vesting in possession of any estate created by this Trust Agreement.

I. Investment in Partnerships. The Trustees may purchase or otherwise acquire an interest in any partnership conducting a lawful business, transfer trust property to any partnership which will conduct or is conducting any lawful business, or become either a general or limited partner of any such partnership.

J. Power to Organize or Continue Business. The Trustees may continue any business (whether a proprietorship, corporation, partnership, limited partnership or other business entity) which the trust may own or in which it may be financially interested for such time as the Trustees may deem to be in the best interests of the trust; employ in the conduct of any such business such capital out of trust as the Trustees may deem proper; borrow money for use in any such business alone or with other persons financially interested in such business, and secure loans by a mortgage, pledge or any other manner of encumbrance of not only the trust's property and interest in such

business but also such portion of the trust outside of such business as the Trustees may deem proper; organize, either alone or jointly with others, new corporations, partnerships, limited partnerships or other business entities and convey to it or them trust property or any part thereof; and generally exercise with respect to the continuance, management, sale or liquidation of any business which the trust may own or in which it may be financially interested, or of any new business or business interest, all the rights and powers which a prudent owner of any such business would have.

K. Selection and Retention of Investments. Any property acquired by the Trustees and at any time constituting any part of the trust shall be deemed a proper investment, and the Trustees shall be under no obligation to dispose of or convert such property. Investments need not be diversified, may be of a wasting nature, and may be made or retained with a view to possible increase in value. The Trustees may invest all funds available for investment at any time that the Trustees may deem advisable in such investments as the Trustees may be permitted to make pursuant to the terms hereof. The Trustees, unless otherwise herein specifically prohibited, shall have as wide a latitude in the selection, retention and making of investments as any individual would have in retaining or investing his or her own funds and shall not be limited to nor bound or governed by any statute or regulation respecting investments.

L. Holding Title to Investments. The Trustees may hold title to investments in the name of the Trustees or a nominee. If the trust owns assets located in a jurisdiction in which the Trustees cannot be authorized to act, then the Trustees may appoint any national bank authorized to act in such jurisdiction as Trustees of such assets and confer on such Trustees any power as may be necessary in the premises, but, in any event, such Trustees shall account for all net income and/or net proceeds from the sale of such assets to the Trustees acting hereunder.

M. Power to Make Loans. The Trustees may make loans, secured or unsecured, in such amounts, upon such terms, at such reasonable rates of interest, and to such persons, firms or corporations as the Trustees may deem proper and appropriate; provided, however, that the Trustees shall not be empowered to make any loan to any person or corporation then serving as Trustees

hereunder.

N. Power to Vote Stock. The Trustees may vote shares of stock in person or by proxy, with or without power of substitution; exercise and perform any and all rights, privileges and powers inuring to the holder of any stock or security comprising at any time a part of the trust, and exercise by agent or attorney-in-fact any right appurtenant to any property or matter in which the trust may be interested.

O. Protection of the Trust Estate. The Trustees may protect, perfect and defend the title to any trust property; sue and be sued; enforce any bonds, mortgages or other obligations or liens owned by the trust; compromise, arbitrate, or otherwise adjust claims in favor of or against the trust; waive or release rights of any kind; and abandon any property considered by the Trustees to be worthless.

P. Notes, Mortgages, and Foreclosures. The Trustees may, at any time, reduce the rate of interest payable on any bond, note, or other security owned by the trust; continue mortgages upon and after maturity, with or without renewal, or extend the same upon such terms as seem advisable to the Trustees without reference to the value of the security at the time of such continuance; modify or release any guaranty or mortgage; as an incident to collection of any bond or note, foreclose and bid in the property at foreclosure sale, acquire the property by deed from the mortgagor or obligor without foreclosure and retain the property so bid in or taken over without foreclosure.

Q. Insurance. The Trustees may carry such insurance coverage (in stock companies or in mutual companies), including public liability, property damage and life insurance, for such hazards and in such amounts as the Trustees may deem advisable. With respect to life insurance, the Trustees may acquire life insurance on the life of any beneficiary or on the life of any person in whom a beneficiary has an insurable interest from any company in such amount and type as the Trustees may deem advisable, pay all premiums from either income or principal, and designate as beneficiary the Trustees of the trust. With respect to all insurance policies held in the trust estate, unless the Trustees shall arrange for the automatic application of dividends in reduction of premium

payments, dividends shall be treated as a return of corpus and applied to the payment of such premiums.

R. Employ and Compensate Agents and Representatives. The Trustees may employ, appoint, remove and compensate, out of income or corpus or in such proportion between income and corpus as the Trustees may deem proper, agents or other representatives, including accountants, brokers, attorneys-at-law, attorneys-in-fact, investment counsel, investment brokers, realtors, rental agents, geologists, engineers, and other assistants and advisers as deemed by the Trustees to be helpful in the proper administration of the trust, without liability for any neglect, omission, misconduct, or default of such agent or representative, provided such agent or representative was selected and retained by the Trustees with due care.

S. Establish and Maintain Reserves. Out of rents, profits, or other income received, the Trustees may set up reserves for taxes, assessments, insurance premiums, repairs, improvements, depletion, depreciation, obsolescence and general maintenance of buildings or other property.

T. Power to Determine Income and Corpus. Stock dividends and capital gains shall be treated as corpus. Except as herein otherwise specifically provided, the Trustees shall determine in accordance with general principles of federal tax law the manner in which expenses are to be borne and receipts credited between corpus and income and what shall constitute income, net income and corpus. In determining such matters, the Trustees may give consideration to, but shall not be bound by, the provisions of the Texas Trust Code.

U. Liability of Third Party. No purchaser at any sale made by the Trustees or person dealing with the Trustees is obliged to see to the application of any money or property paid or delivered to the Trustees or to inquire into the expediency or propriety of, or the authority of the Trustees to enter into and consummate, any transaction.

V. Documents. The Trustees may execute and deliver any deeds, conveyances, assignments, leases, contracts, stock or security transfer powers, or any other written document of any character appropriate to any of the powers or duties herein conferred upon the Trustees.

W. Transactions with Beneficiaries and Fiduciaries. The Trustees is authorized to enter into any transaction permitted by this Trust Agreement, even though the other party to that transaction is a beneficiary; the estate of a beneficiary; a trust created by or for the benefit of a beneficiary, whether living or deceased; the estate of either Settlor; a personal representative of any estate, including that of either Settlor; or a Trustees of any trust, including the Trustees under this Trust Agreement acting individually; except to the extent that the Texas Trust Code, as amended, or any successor statute may expressly prohibit Settlers from authorizing any corporate Trustees serving hereunder from engaging in any such transaction. The Trustees is authorized, but not directed, to lend trust funds to the personal representatives of the Settlers' estates upon such security and for such time and at such rate of interest as the Trustees, in their sole discretion, deems proper, and to purchase any assets from the personal representatives of the Settlers' estate for such sums and on such terms as the Trustees may deem appropriate or proper; provided, however, that the Trustees shall be required to act in all such matters on the same basis as it would in dealing at arm's length with an unrelated third party.

X. Reserve for Taxes and Obligations. Upon the date of the first Settlor to die, the Trustees shall be authorized to withhold from distribution of principal in accordance with this Trust Agreement an amount of property sufficient, in its judgment, to cover any liability that may be imposed upon the Trustees or the trust estate for estate, inheritance or other taxes attributable to the estate of the first Settlor to die or to meet any obligations (including all taxes) of such Settlor or expenses with respect to the administration of his or her estate, and to pay such liabilities, obligations and expenses out of the trust created hereunder. Upon the Trustees being satisfied that they no longer have any liability with respect to such taxes and that they need not pay such liabilities, obligations and expenses, the balance of such withheld property shall be distributed in accordance with the applicable provisions of this Trust Agreement. Neither the trust estate nor any trust beneficiary shall be entitled to reimbursement from the estate of such Settlor, or his or her heirs or devisees, on account of any payment made pursuant to this paragraph.

Y. Powers Cumulative. Except as herein otherwise provided, the powers conferred upon the Trustees shall not be construed as in limitation of any authority conferred by law, including but not limited to the Texas Trust Code (including any amendments thereto) and its successor statute or statutes, but as in addition thereto.

ARTICLE XI.

Provisions Relating to Life Insurance Policies

A. Rights Reserved in Policies and Benefit Plans. The Settlers reserve to themselves during their joint lifetimes, and may receive or exercise without the consent or approval of the Trustees or any beneficiary hereunder, all benefits, payments, dividends, surrender values, options, rights, powers and privileges with respect to the policies listed in the attached Schedule A, and any other policies or any benefit plans which may be made payable to the Trustees hereunder, including, but not limited to, the following:

1. The power, as provided in Article I above, to add the proceeds of any other policies of insurance and any benefit plans to the operation of the trust by making such policies and benefit plans payable to the Trustees;
2. The right to receive or apply dividends or distributive shares of surplus, disability benefits, surrender values or the proceeds of matured endowments;
3. The power to obtain and receive from the respective insurance companies such advances or loans on account of policies as may be available;
4. The power to exercise any option, right or privilege granted in any policy or benefit plan;
5. The power to borrow on, sell, assign or pledge any policy or rights under any benefit plan;
6. The power to change the beneficiary of any policy or benefit plan;
7. The power to withdraw a policy or benefit plan from the operation of this trust in order to exercise a reserved power or for any other purpose;

8. The power to change the beneficiaries under this Trust Agreement, their respective shares and plans of distribution; and

9. The power to convert any policy of insurance into another form or forms of insurance.

It is the intent of the parties hereto that as to the life insurance policies listed on the attached Schedule A, the Trustees shall receive only the proceeds payable at the death of the insured Settlor subject to all loans and charges against such proceeds as may have accrued during such Settlor's lifetime, and the Settlers shall, during their joint lifetimes, retain all other contractual benefits, powers and options under such policies and benefit plan. Upon the death of the first Settlor to die, the rights and powers described in this Article XI shall pass from the surviving Settlor to the Trustees.

B. Duty Regarding Policies and Premium Payments.

1. Settlers' Duties. It is the Settlers' intention to pay all premiums, assessments, or other charges necessary to keep all policies owned by them and payable to the Trustees in force, but the Settlers shall be under no duty to do so and shall sustain no liability to anyone if Settlers should permit any policies within operation of the trust to lapse for nonpayment of premiums, assessments, or other charges, or otherwise permit the policies, or any of them, to become uncollectible.

2. Trustees' Duties. The Trustees shall be under no obligation, during the lifetime of the Settlers, to pay any premiums, assessments, or other charges necessary to keep the policies in force, nor shall the Trustees be under any obligation to ascertain whether the same have been paid, or to notify any person of the non-payment of premiums. The Trustees shall keep safely all policies deposited with the Trustees, and shall, at the request of the Settlers, execute such releases and other documents as shall be required to permit the Settlers to exercise any options, privileges, or powers reserved to the Settlers hereunder.

C. Trustees' Duties Upon Insured Settlor's Death. As soon as practicable after the death

of an insured Settlor, the Trustees shall make such proofs of death as shall be required under any policies of insurance then within the operation of this Trust Agreement and payable to the Trustees, and the Trustees shall receive such sums of money as shall be due to the Trustees under the terms of such policies of life insurance, including double indemnity benefits, and hold the same, in trust, for the uses and purposes hereinafter set forth. To facilitate the receipt of such sums of money, the Trustees shall have the power to execute and deliver receipts and other documents, to compromise or adjust disputed claims in such manner as the Trustees, in the Trustees' sole discretion, may deem just, and to take such steps as the Trustees, in the Trustees' sole discretion, shall deem necessary and proper for collection thereof; provided that if payment on any policy is contested, the Trustees shall not be obligated to take any action for collection unless and until the Trustees shall have been indemnified to the Trustees' satisfaction against any loss, liability, or expense, including attorney's fees; and provided further, that the Trustees may, in the Trustees' sole discretion, use any funds in the Trustees' hands, whether corpus or income, to pay the costs and expenses, including attorney's fees, of bringing action for the collection of the proceeds of any policy hereunder, and the Trustees may be reimbursed for any advances made for such purposes. Upon payment to the Trustees of the amounts due under the policies of insurance payable hereunder, the insurance companies issuing such policies shall be relieved of all further liability hereunder, and no such insurance company shall be under any responsibility to see to the performance of the trust created hereby.

To the extent permitted, the Trustees shall have the right to negotiate and receive proceeds from employee benefit plans in any manner the Trustees may deem prudent and consistent with the tax (estate, generation-skipping, income, and other) and other objectives of any trust established hereunder and its beneficiaries; provided, however, if such proceeds would be otherwise exempt from federal estate taxes in whole or in part, the Trustees shall not elect to receive, use or expend such otherwise exempt proceeds in such a manner as will subject them to federal estate taxation in a Settlor's estate without the written consent of the personal representative of that Settlor's estate.

ARTICLE XII.

Acceptance by the Trustees

The Trustees, by executing this Trust Agreement, hereby accept the trust created by this Trust Agreement and covenant to faithfully discharge all duties of the Trustees hereunder.

ARTICLE XIII.

Definitions and General Provisions

The following definitions and provisions are applicable to this Trust Agreement:

A. Children and Descendants. The terms "child, children, descendants, issue" and similar terms shall be deemed only to include children born to, or adopted (on or before eighteen years of age) in, a lawful marriage. A posthumous child shall be considered as living at the death of his parent.

B. Heirs. The "heirs" of a person shall include those persons who would have inherited the personal property of a deceased person had such deceased person died intestate at the time of such distribution, unmarried and domiciled in Texas, under the laws of the State of Texas then in force, taking shares as prescribed by such applicable laws.

C. Beneficiary. A "beneficiary" is a person who is entitled to distribution of assets hereunder.

D. Trust. Except as provided otherwise by the context of this document, the word "trust" as used herein shall include any and all trusts created hereunder.

E. Trust Estate. The term "trust estate" means all assets, however and whenever acquired, including income, which may belong to a trust at any given time.

F. Trustees. The term "Trustees" shall include within its meaning any trustee and all trustees serving from time to time hereunder and shall refer both to the original Trustees and to any successor or substitute thereof.

G. Code. The term "Code" refers to the Internal Revenue Code of 1986, as amended, and corresponding provisions of any subsequent federal tax laws.

H. Other Terms. The use of any gender includes the other genders, and the use of either the singular or the plural includes the other.

ARTICLE XIV.

Binding Effect

This Trust Agreement shall extend to and be binding upon the heirs, executors, administrators, legal representatives and successors, respectively, of the parties hereto.

ARTICLE XV.

Captions Not Interpretive

The captions that have been used to designate the various articles, paragraphs and subparagraphs in this Trust Agreement are solely for convenience in reading and ease of reference and shall not be construed in any event or manner as interpretive or limiting the interpretation of the same.

IN WITNESS WHEREOF, this Trust Agreement was executed on this the 27th day of August, 2007.

Paul Krynski
PAUL E. KRYNSKI, Settlor

Frances P. Krynski
FRANCES P. KRYNSKI, Settlor

Paul Krynski
PAUL E. KRYNSKI, Trustee

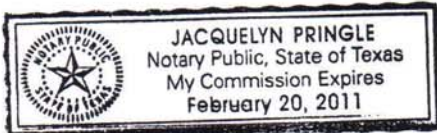
Frances P. Krynski
FRANCES P. KRYNSKI, Trustee

STATE OF TEXAS
COUNTY OF JOHNSON

§
§

BEFORE ME, the undersigned authority, in and for the State of Texas, on this day personally appeared PAUL E. KRYSENSKI, in his capacity as Settlor, known to me to be the person whose name is subscribed to the foregoing document, and acknowledged to me that he executed the same for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the 27th day of August, 2007.



Jacquelyn Pringle

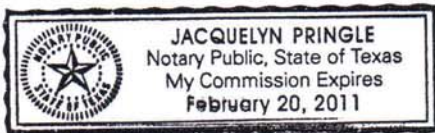
Notary Public, State of Texas

STATE OF TEXAS
COUNTY OF JOHNSON

§
§

BEFORE ME, the undersigned authority, in and for the State of Texas, on this day personally appeared FRANCES P. KRYSENSKI, in her capacity as Settlor, known to me to be the person whose name is subscribed to the foregoing document, and acknowledged to me that she executed the same for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the 27th day of August, 2007.



Jacquelyn Pringle

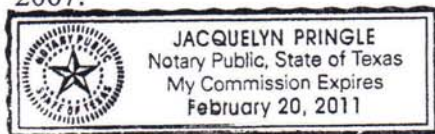
Notary Public, State of Texas

STATE OF TEXAS
COUNTY OF JOHNSON

§
§

BEFORE ME, the undersigned authority, in and for the State of Texas, on this day personally appeared PAUL E. KRYSENSKI, in his capacity as Trustee, known to me to be the person whose name is subscribed to the foregoing document, and acknowledged to me that he executed the same for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the 27th day of August, 2007.



Jacquelyn Pringle

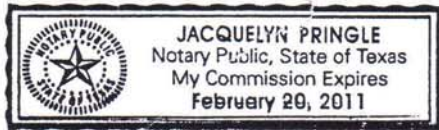
Notary Public, State of Texas

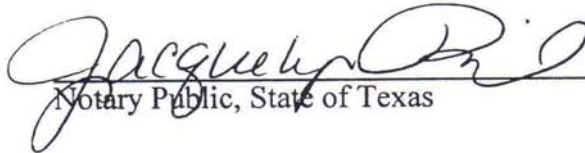
STATE OF TEXAS
COUNTY OF JOHNSON

§
§

BEFORE ME, the undersigned authority, in and for the State of Texas, on this day personally appeared FRANCES P. KRYSINSKI, in her capacity as Trustee, known to me to be the person whose name is subscribed to the foregoing document, and acknowledged to me that she executed the same for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the 27th day of August, 2007.





Notary Public, State of Texas

SCHEDULE A
TO THE KRYSENSKI LIVING TRUST

DATED August 27, 2007

Initial Assets: All of Settlor's interests in and to the following described properties:

REAL PROPERTY:

Parcel #1

ADDRESS: 5828 Conveyor Dr., Cleburne, Texas 76031

LEGAL DESCRIPTION:

TRACT: 1 All that certain tract or parcel of land containing 17.770 acres, more or less, in the H.R. McClure Survey, Abstract 587 and being the same land described as in that certain Deed dated November 30, 1998 from Veterans Land Board of the State of Texas to Paul Krynski and recorded in Volume 2282 at Page 615 of the Official Public Records of Johnson County, Texas

TRACT: 2 All that certain tract or parcel of land containing 35.940 acres, more or less, in the H.R. McClure, Abstract 587 and being the same land described in that certain Judgment Granting Full Title, Ownership and Possession, dated October 26, 2001, Paul E. Krynski and wife, Frances P. Krynski VS. Unknown Heirs of the J. Thomas Snodgrass, Deceased et al, and recorded in Volume 2718 at Page 790 of the Official Public Records of Johnson County, Texas.

CASH IN BANKS:

Account #1

Institution: Community Bank, Granbury, Texas

Account type: checking

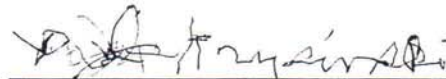
Account/CD #: 1699578

Account #2

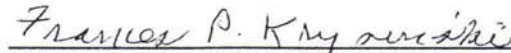
Institution: Edward Jones

Account type: investments

Account/CD #: 239-10155-1-4



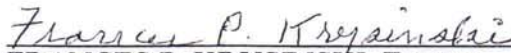
PAUL E. KRYNSKI, Settlor



FRANCES P. KRYNSKI, Settlor



PAUL E. KRYNSKI, Trustee



FRANCES P. KRYNSKI, Trustee

Johnson County
Becky Williams
County Clerk
Cleburne 76033



70 2014 00024206

Instrument Number: 2014-24206

Recorded On: November 07, 2014

As
Agreement

Parties:

To

Billable Pages: 36

Number of Pages: 37

Comment:

(Parties listed above are for Clerks reference only)

**** Examined and Charged as Follows: ****

Agreement	166.00
Total Recording:	166.00

***** DO NOT REMOVE. THIS PAGE IS PART OF THE INSTRUMENT *****

Any provision herein which restricts the Sale, Rental or use of the described REAL PROPERTY
because of color or race is invalid and unenforceable under federal law.

File Information:

Document Number: 2014-24206
Receipt Number: 15580
Recorded Date/Time: November 07, 2014 12:25:55P
User / Station: M Davis - CCL42

Record and Return To:

CITY OF BURLESON
CUSTOMER PICKUP
BURLESON TX 76028



I hereby certify that this instrument was filed on the date and time stamped hereon and was duly
recorded in the Volume and Page of the named records in Johnson County, Texas.

Any provision herein which restricts the sale, rental or use of the described Real Estate because of
color race is invalid and unenforceable under Federal law.

Becky Williams

BECKY WILLIAMS, COUNTY CLERK
JOHNSON COUNTY, TEXAS