

Certificate

I, Diana T. Woods hereby certify:

1. I am the City Secretary of the City of Umland, Texas and as such am the custodian of the records of the City.
2. Ordinance No. 64, Expanding the City's Extraterritorial Jurisdiction (ETJ) was adopted on June 6<sup>th</sup>, 2007 by the Board of Aldermen of the City of Umland, Texas at a regularly scheduled meeting, held after due and legal notice.
3. Said Ordinance is filed in the City Records and has not been amended.
4. The attached document is the original, including attachments of the said Ordinance.



*Diana T. Woods*

Diana T. Woods, City Secretary

**Ordinance No. 64  
City of Umland  
County of Hays  
State of Texas  
June 6, 2007**

## **ETJ EXPANSION ORDINANCE**

**AN ORDINANCE OF THE CITY OF UHLAND, TEXAS,  
EXPANDING THE CITY'S EXTRATERRITORIAL JURISDICTION  
(ETJ) SO TO INCLUDE ADJACENT AND CONTIGUOUS  
TERRITORY UPON PETITION OF THE PROPERTY OWNER,  
INCLUDING THE FOLLOWING: FINDINGS OF FACT;  
INCLUSION OF AREA IN ETJ; FILING & DISPLAY; EFFECTIVE  
DATE; SEVERABILITY; AND PROPER NOTICE AND MEETING**

**WHEREAS,** Chapter 42 of the Texas Local Government Code authorizes municipalities to expand their extraterritorial jurisdictions (ETJs) upon request of the property owner if that territory is adjacent and contiguous to the present ETJ; and

**WHEREAS,** the property owner requested that the City of Umland include within the City's ETJ the territory that is more particularly described in Exhibit "A" (hereafter referred to as the "territory"); and

**WHEREAS,** the territory is contiguous to the City's ETJ; and

**WHEREAS,** at the conclusion of the hearing the Umland City Council determined that the territory and the petitioner satisfy all requirements for inclusion within the ETJ, and that granting the petition is in the public interest of the citizens of the area and Umland; and

**NOW THEREFORE, be it ordained by the City Council of the City of Umland:**

### **1. FINDINGS OF FACT**

All of the above premises are hereby found to be true and correct legislative and factual findings of the City Council of the City of Umland, and are hereby approved and incorporated into the body of this Ordinance as if copied in their entirety.

### **2. INCLUSION OF AREA IN ETJ**

- A.** The petition attached as Exhibit "A" is hereby approved and granted.
- B.** The ETJ of Umland is hereby expanded so to include the area described in Exhibit "A"

(hereafter, the "Area"), which is attached hereto and incorporated herein for all purposes. The Area is hereby included and for all purposes brought within the boundaries of the City of Uhland's ETJ, and is made an integral part, thereof.

- C. This Ordinance does not apply to any portion of the Area that is currently within the ETJ of another municipality and for which consent has not been or will not be granted by the releasing municipality. Any portion of the Area that is within another municipality's ETJ and that is not released from another municipality's ETJ is expressly excluded from this Ordinance. This Ordinance shall not be construed to in any way alter, modify or revise the ETJ of any municipality other than the City of Uhland.
- D. The official map and boundaries of the City are hereby amended and revised so as to include the Area.
- E. The owners and inhabitants of the Area are entitled to all of the rights and privileges of other citizens of the City's ETJ, and are hereby bound by all acts, ordinances and other legal actions now in full force and effect, and those that may be hereafter adopted or enacted, regarding the ETJ.

### 3. FILING & DISPLAY

- A. The City Secretary is hereby instructed to include this Ordinance in the records of the City.
- B. The Mayor is hereby instructed to file a certified copy of this Ordinance and attachments with the Caldwell County Clerk and other appropriate entities.
- C. The City Engineer is hereby instructed to have maps depicting the new municipal boundaries prepared.

### 4. EFFECTIVE DATE

This Ordinance is effective and the expansion of the ETJ achieved herein shall be final and complete upon adoption of this Ordinance.

### 5. SEVERABILITY

It is hereby declared to be the intention of the City Council that the phrases, clauses, sentences, paragraphs and sections of this Ordinance be severable. If any phrase, clause, sentence, paragraph or section of this Ordinance shall be declared unconstitutional or *ultra vires* by the valid judgment or decree of any court of competent jurisdiction, such unconstitutionality or illegality shall not affect any of the remaining phrases, clauses, sentences, paragraphs or sections of this Ordinance, and the remainder of this Ordinance shall be enforced as written. The voiding by a court of any ETJ expansion previously approved by the City of Uhland shall not be construed in any way to affect any other ETJ expansion by the City.



**6. PROPER NOTICE AND MEETING**

It is hereby officially found and determined that the meeting at which this Ordinance was passed was open to the public as required and that public notice of the time, place and purpose of said meeting was given as required by the Open Meetings Act, Chapter 551 of the Texas Government Code.

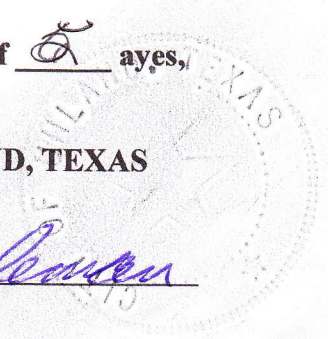
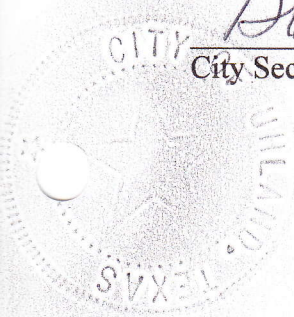
**PASSED AND APPROVED** on this the 6th day of June, 2007, by a vote of 8 ayes, 0 nays, and 0 abstentions of the City Council.

**THE CITY OF UHLAND, TEXAS**

*Daniel R. Heidebrecht*  
Mayor

**ATTEST:**

*Diana Woods*  
City Secretary



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STATE OF TEXAS

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§  
§

COUNTY OF HAYS

PETITION FOR VOLUNTARY ETJ EXPANSION

To the Mayor and City Council of the City of Uhland:

The undersigned owner(s) of the tract of land described below (the "tract") hereby petition the City of Uhland to extend the present extraterritorial jurisdiction ("ETJ") so as to include the property described on Exhibit "A" (hereafter, the "tract"), which is attached and incorporated herein for all purposes.

I/We certify and swear that:

1. I/We are the sole owners of the tract;
2. The tract is contiguous (i.e., adjacent) to the City's ETJ as it exists upon the date of the execution of this petition;
3. The tract is not located within the ETJ of any other municipality; and
4. This request for inclusion in Uhland's ETJ is made voluntarily.

I/We certify and swear that this petition is signed and acknowledged by each and every person and legal entity owning said tract, or having an interest in any part thereof.

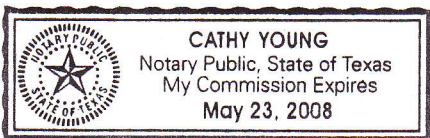
Dawson J Schantz  
Name

6/1/07  
Date

Kimberly C Schnautz  
Name

6/1/07  
Date

This instrument was sworn to, signed and acknowledged before me by CATHY YOUNG on this, the 1st day of JUNE, 2007.



Cathy Young  
Notary Public, State of Texas  
My commission expires: 5-23-08

**WARRANTY DEED WITH VENDOR'S LIEN**

**952101**

**Date:** June 12, 1995

**Grantor:** Kenneth L. Schnautz and wife, Dorothy A. Schnautz

**Grantor's Mailing Address (including county):**

Kenneth L. Schnautz  
1304 State Park Road  
Lockhart, Texas 78644  
Caldwell County

Dorothy A. Schnautz  
1304 State Park Road  
Lockhart, Texas 78644  
Caldwell County

**Grantee:** Dawson L. Schnautz and wife, Kimberly B. Schnautz

**Grantee's Mailing Address (including County):**

Dawson L. Schnautz  
108 Meadow Woods Drive  
Kyle, Texas 78640  
Hays County

Kimberly B. Schnautz  
108 Meadow Woods Drive  
Kyle, Texas 78640  
Hays County

**Consideration:** TEN AND NO/100 DOLLARS and other good and valuable consideration and the further consideration of a note of even date that is in the principal amount of \$57,300.00 and is executed by Grantee, payable to the order of First Lockhart National Bank. The note is secured by a vendor's lien retained in favor of First Lockhart National Bank in this deed and by a deed of trust of even date, from Grantee to Billy R. Chambers, Trustee.

First Lockhart National Bank, at Grantee's request, having paid in cash to Grantor that portion of the purchase price of the property that is evidenced by the note described, the vendor's lien and superior title to the property are retained for the benefit of First Lockhart National Bank and are transferred to First Lockhart National Bank without recourse on Grantor.

**Property (including any improvements):**

All that certain tract or parcel of land lying and being situated in the County of Caldwell and State of Texas, and being a part of the Thomas Yates League, and being more particularly described as follows, to-wit:

BEGINNING at a stake on the most Northern or Northwestern boundary line of said 224 acre tract, which is North 50 East 87-1/3 varas from the most Western or Northwestern corner of said 224 acre tract, said beginning point being also the Northern or Northeastern corner of tract of 24 acres conveyed by Willie Schnautz to Mrs. Clara Schawe;

THENCE North 50 East with the Northern or Northwestern boundary of said 224 acre tract 288-2/3 varas to stake for Northeastern corner of this tract:



Hays County

Kimberly B. Schnautz  
108 Meadow Woods Drive  
Kyle, Texas 78640  
Hays County

**Consideration:** TEN AND NO/100 DOLLARS and other good and valuable consideration and the further consideration of a note of even date that is in the principal amount of \$57,300.00 and is executed by Grantee, payable to the order of First Lockhart National Bank. The note is secured by a vendor's lien retained in favor of First Lockhart National Bank in this deed and by a deed of trust of even date, from Grantee to Billy R. Chambers, Trustee.

First Lockhart National Bank, at Grantee's request, having paid in cash to Grantor that portion of the purchase price of the property that is evidenced by the note described, the vendor's lien and superior title to the property are retained for the benefit of First Lockhart National Bank and are transferred to First Lockhart National Bank without recourse on Grantor.

**Property (including any improvements):**

All that certain tract or parcel of land lying and being situated in the County of Caldwell and State of Texas, and being a part of the Thomas Yates League, and being more particularly described as follows, to-wit:

BEGINNING at a stake on the most Northern or Northwestern boundary line of said 224 acre tract, which is North 50 East 87-1/3 varas from the most Western or Northwestern corner of said 224 acre tract, said beginning point being also the Northern or Northeastern corner of tract of 24 acres conveyed by Willie Schnautz to Mrs. Clara Schawe;

THENCE North 50 East with the Northern or Northwestern boundary of said 224 acre tract 288-2/3 varas to stake for Northeastern corner of this tract;

THENCE South 40 East 1564.6 varas to a stake in the Southeastern line of said 224 acre tract;

THENCE South 50 West with the boundary line of said 224 acre tract 288-2/3 varas to stake for corner, which is also the Southeastern corner of the 24 acre tract conveyed to Mrs. Clara Schawe;

Rest of Krislyn's Place

THENCE North 40 West 1564.6 varas to the PLACE OF BEGINNING, containing 80 acres of land, according to survey made on the ground by J. D. Chapman, County Surveyor of Caldwell County, Texas, on January 26, 1944.

LESS AND EXCEPT the following described tract or parcel of land, to-wit:

BEGINNING at a point 231 feet North 50° East from the most Western corner of said 80 acre tract, said point being in the Southeast line of State Highway No. 21;

THENCE North 50° East 251.5 feet with the Southeast line of State Highway No. 21;

THENCE South 40° East 220 feet;

THENCE South 50° West 251.5 feet;

THENCE North 40° West 220 feet to the PLACE OF BEGINNING.

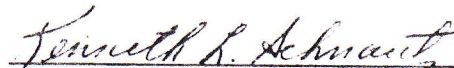
**Reservations From and Exceptions to Conveyance and Warranty: None**

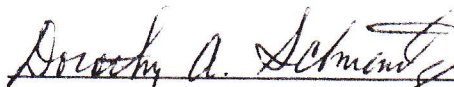
For Grantor and Grantor's successors, a reservation of all the oil, gas and other minerals that are in and under the property and that may be produced from it and a reservation of the right of ingress and egress at all times for mining, drilling, exploring, operating, and developing the property for oil, gas, and other minerals and for removing them from the property. If this interest is subject to an existing lease for oil and gas or oil, gas, and other minerals, Grantor is entitled to receive the royalties and other benefits that are associated with the interest and payable under the lease.

Grantor, for the consideration, receipt of which is acknowledged, and subject to the reservations from and exceptions to conveyance and warranty, grants, sells and conveys to Grantee the property, together with all and singular the rights and appurtenances thereto in any wise belonging, to have and hold it to Grantee, Grantee's heirs, executor, administrators, successors or assigns forever. Grantor binds Grantor and Grantor's heirs, executors, administrators and successors to warrant and forever defend all and singular the property to Grantee and Grantee's heirs, executors, administrators, successors and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof, except as to the reservations from and exceptions to conveyance and warranty.

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

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

  
Kenneth L. Schnautz

  
Dorothy A. Schnautz



FILED this 7<sup>th</sup> day of June 07  
4:00 P M

NINA S. SELLS  
COUNTY CLERK CALDWELL COUNTY, TEXAS  
By Teresa Rodriguez Deputy

Any provisions herein which restricts the sale, rental or use of the described property because of color or race is invalid and unenforceable under Federal Law.  
STATE OF TEXAS  
COUNTY OF CALDWELL  
I hereby certify that this instrument was FILED in File Number Sequence on the date and time stamped hereon by me and was duly RECORDED in Official Public records of Real Property of Caldwell County Texas on

JUN 07 2007



*Nina S. Sells*  
COUNTY CLERK  
CALDWELL COUNTY, TEXAS