


072847

Certificate

I, Diana T. Woods hereby certify:

1. I am the City Secretary of the City of Uhland, Texas and as such am the custodian of the records of the City.
2. Ordinance No. 63, Expanding the City's Extraterritorial Jurisdiction (ETJ) was adopted on June 6th, 2007 by the Board of Aldermen of the City of Uhland, 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. 63
City of Uhland
County of Hays
State of Texas
June 6, 2007**

VOL. 497 PAGE 467

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 Uhland 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 Uhland 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 Uhland; and

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

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 Uhland, 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 Uhland is hereby expanded so to include the area described in Exhibit "A"

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 6 ayes,
0 nays, and 0 abstentions of the City Council.

THE CITY OF UHLAND, TEXAS

Daniel R. Heideman
Mayor

ATTEST:

Diana Woods

City Secretary

(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.

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.

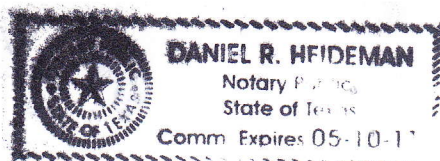
Preston D. Hogan
Name

5-24-07
Date

Name

Date

This instrument was sworn to, signed and acknowledged before me by
Preston D. Hogan on this, the 24 day of May, 2007.



Daniel R. Heideman
Notary Public, State of Texas
My commission expires: 5-10-11

940362

SPECIAL WARRANTY DEED

DATE:

GRANTOR: ESTELLE LIEBE HOGAN

GRANTOR'S MAILING ADDRESS (including county):
1706 River Road
San Marcos, Hays County, Texas 78666

GRANTEE: PRESTON HOGAN

GRANTEE'S MAILING ADDRESS (including county):
Post Office Box 553
San Marcos, Hays County, Texas 78667

CONSIDERATION: TEN AND NO/100 DOLLARS (\$10.00) and other valuable consideration paid to Grantor by Grantee, the receipt of which is hereby acknowledged and for the purpose of complying with the terms of the Final Decree of Divorce dated August 13, 1993, in Cause No. 92-0748 styled In the Matter of the Marriage of Preston Hogan and Estelle Liebe Hogan in the 22nd Judicial District Court of Hays County, Texas,

PROPERTY (including any improvements):

All of my undivided interest in and to 39.95 acres of land situated in the THOMAS YATES SURVEY, A-313, in Caldwell County, Texas, and being more particularly described in Exhibit "A" attached hereto, to which reference is here made for all legal and relevant purposes.

RESERVATIONS FROM AND EXCEPTIONS TO CONVEYANCE AND WARRANTY:

This conveyance is made and accepted subject to the following matters, to the extent same are in effect at this time: Any and all restrictions, covenants, conditions, and easements, if any, relating to the hereinabove described property, but only to the extent they are still in effect, shown of record in the hereinabove mentioned County and State.

Grantor, for the consideration and subject to the reservations from and exceptions to conveyance and warranty, grants, sells, and conveys to Grantee the property, together with all and singular the rights and appurtenances thereto in any wise belonging, to have and to hold it to Grantee, Grantee's heirs, executors, administrators, or assigns forever. Grantor hereby binds Grantor and Grantor's heirs, executors, administrators, 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 warranty, when the claim is by, through, or under Grantor but not otherwise.

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

PROPERTY (including any improvements):

All of my undivided interest in and to 39.95 acres of land situated in the THOMAS YATES SURVEY, A-313, in Caldwell County, Texas, and being more particularly described in Exhibit "A" attached hereto, to which reference is here made for all legal and relevant purposes.

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Grantor, for the consideration and subject to the reservations from and exceptions to conveyance and warranty, grants, sells, and conveys to Grantee the property, together with all and singular the rights and appurtenances thereto in any wise belonging, to have and to hold it to Grantee, Grantee's heirs, executors, administrators, or assigns forever. Grantor hereby binds Grantor and Grantor's heirs, executors, administrators, 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 warranty, when the claim is by, through, or under Grantor but not otherwise.

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

Grantee assumes payment of taxes for year 1993 and subsequent years.

ACCEPTED:

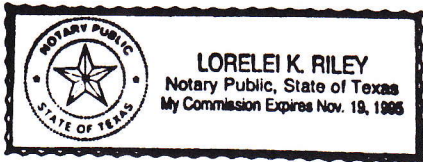
Estelle Liebe Hogan
ESTELLE LIEBE HOGAN

PRESTON HOGAN

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THE STATE OF TEXAS §
COUNTY OF Hays §

This instrument was acknowledged before me on this 5th day
of November, 1993, by ESTELLE LIEBE HOGAN.



Lorelei K. Riley
NOTARY PUBLIC, State of Texas

all that certain

parcel of land situated in Caldwell County, Texas, described as follows: ,

39.95 acres of land situated in the Thomas Yates Survey, A-313 referred to as 40 acres, more or less, in a deed from Lonie Schnautz to Melba Ficke, dated 2 December 1957, recorded in Vol. 272, at page 416 of the Deed Records of Caldwell County, Texas. Said 39.95 acre tract is described by metes and bounds as follows:

BEGINNING at an iron pin set at the base of a post found marking the NE corner of the Johnnie Schnautz 80 acre tract, Vol. 208 at page 298, in the SE R.O.W. line of FM No. 21. Said beginning point also being N 50°55' E 800.8 feet from a post found marking the NW corner of said Johnnie Schnautz tract;

THENCE with the SE R.O.W. line of said highway N 50°55' E 400.5 feet to an iron pin set at the base of a post found marking the NW corner of the Julius Schnautz 80 acre tract, Vol. 209 at page 261, for the NE corner of this tract;

THENCE S 39°27' E 4346.22 feet to the NW line of the C.T. McCrury 98.215 acre tract, Vol. 329 at page 565, set an iron pin, which bears S 50°43' W 801.8 feet from an iron pin found marking McCrury's NE corner, for the SE corner of this tract;

THENCE with the NW line of said McCrury tract, S 50°43' W 400.3 feet to an iron pin set in said NW line marking the SE corner of said Johnnie Schnautz tract, which bears N 50°43' E 650.5 feet from a post found marking McCrury's NW corner, for the SW corner of this tract;

THENCE with the NE line of said Johnnie Schnautz tract, N 39°27' W 4347.62 feet to the place of beginning containing 39.95 acres of land.

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 STATE OF TEXAS

COUNTY OF CALDWELL
I hereby certify that this instrument was FILED in File Number Sequence on date and the time stamped hereon by me and was duly RECORDED in Official Public Records of Real Property at Caldwell County, Texas on

FILED this 3rd day of Feb 1994
10:55 a.m.

NINA S. SELLS

COUNTY CLERK, CALDWELL COUNTY, TEXAS

By Garry Lillie Deputy



FEB 07 1994

Nina S. Sells
COUNTY CLERK
CALDWELL COUNTY, TEXAS

EXHIBIT "A"

FILED this 7th day of June 20 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