

ORDINANCE NO. O-2012-009 ANNEXING TERRITORY

AN ORDINANCE ANNEXING THE HEREINAFTER DESCRIBED TERRITORIES TO THE CITY OF MAGNOLIA, MONTGOMERY COUNTY, TEXAS, AND EXTENDING THE BOUNDARY LIMITS OF SAID CITY SO AS TO INCLUDE SAID HEREINAFTER DESCRIBED PROPERTY WITHIN SAID CITY LIMITS, AND GRANTING TO ALL THE INHABITANTS OF SAID PROPERTY ALL THE RIGHTS AND PRIVILEGES OF OTHER CITIZENS AND BINDING SAID INHABITANTS BY ALL OF THE ACTS, ORDINANCES, RESOLUTIONS, AND REGULATIONS OF SAID CITY; AND ADOPTING A SERVICE PLAN.

* * * * *

WHEREAS, §43.026 and §43.033 of the Texas Local Government Code authorizes the annexation of territory by the City of Magnolia, Texas, subject to the laws of this state.

WHEREAS, the procedures prescribed by the Texas Local Government Code and the laws of this state have been duly followed with respect to the following described territories and each more fully described by the Attached Exhibits "A" through "G", to wit:

Area 1: Extending from Magnolia Church of Christ southwest to include all County ball fields and riding arena; south along FM 1774 to Friendship Lane to include all buildings on the south side of Friendship Lane, to include County staging area.

Area 2: Tract located northeast of Milton between Acker Street, running southeast to Magnolia Ridge tract, (noted on annexation map as not in city limits), running approximately 2,500 feet along Milton Street, 3,000 feet on southeast side, 3,000 feet on north side, and 1,500 feet on west side, surrounded on all sides by City.

Area 3: Tract location on the northwest corner of Magnolia Ridge tract, 800 feet by 1,000 feet, surrounded on all sides by City.

Area 4: City sewer plant located on the east side of Nichols Sawmill Road, tract approximately 400 feet by 800 feet, containing the Public Works facility and City sewer plant.

Area 5: Tract 1,800 feet by 400 feet on south side of Nichols Sawmill Road, depicted as not in City limits on annexation map, surrounded by City limits, (Ordinance No. 94, 12-09-1982 and Ordinance No. 277, 05-15-2000 and Ordinance No. 94, Tract 2, 12-09-1982), known as Anderson's Horse Auction.

Area 6A: 42.09 acre tract on Magnolia Independent School District property, on Nichols Sawmill, south of Rachel Lane.

Area 6B: The acreage left between the Unity Park property and the existing city limits that is adjacent to Nichols Sawmill Road, plus the right-of-way of Nichols Sawmill Road from the existing city limits south to the 3.069 acre City of Magnolia tract.

Area 7: A tract north of Little Bough, on the east end of Windward.

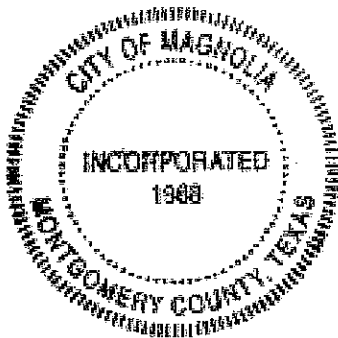
NOW THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF MAGNOLIA, MONTGOMERY COUNTY, TEXAS:

Section 1. That the heretofore described properties are hereby annexed to the City of Magnolia, Montgomery County, Texas, and that the boundary limits of the City of Magnolia be and the same are hereby extended to include the above described territories within the city limits of the City of Magnolia, and the same shall hereafter be included within the territorial limits of said city, and the inhabitants thereof shall hereafter be entitled to all the rights and privileges of other citizens of the City of Magnolia and they shall be bound by the acts, ordinances, resolutions, and regulations of said City.

Section 2. A service plan for each of the above described areas is hereby adopted and attached as Exhibit "H".

The City Secretary is hereby directed to file with the County Clerk of Montgomery County, Texas, a certified copy of this ordinance.

PASSED by an affirmative vote of all members of the City Council, this the 27th day of March 2012.

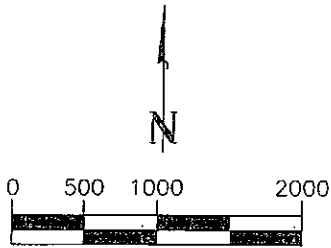


Todd Kana, Mayor

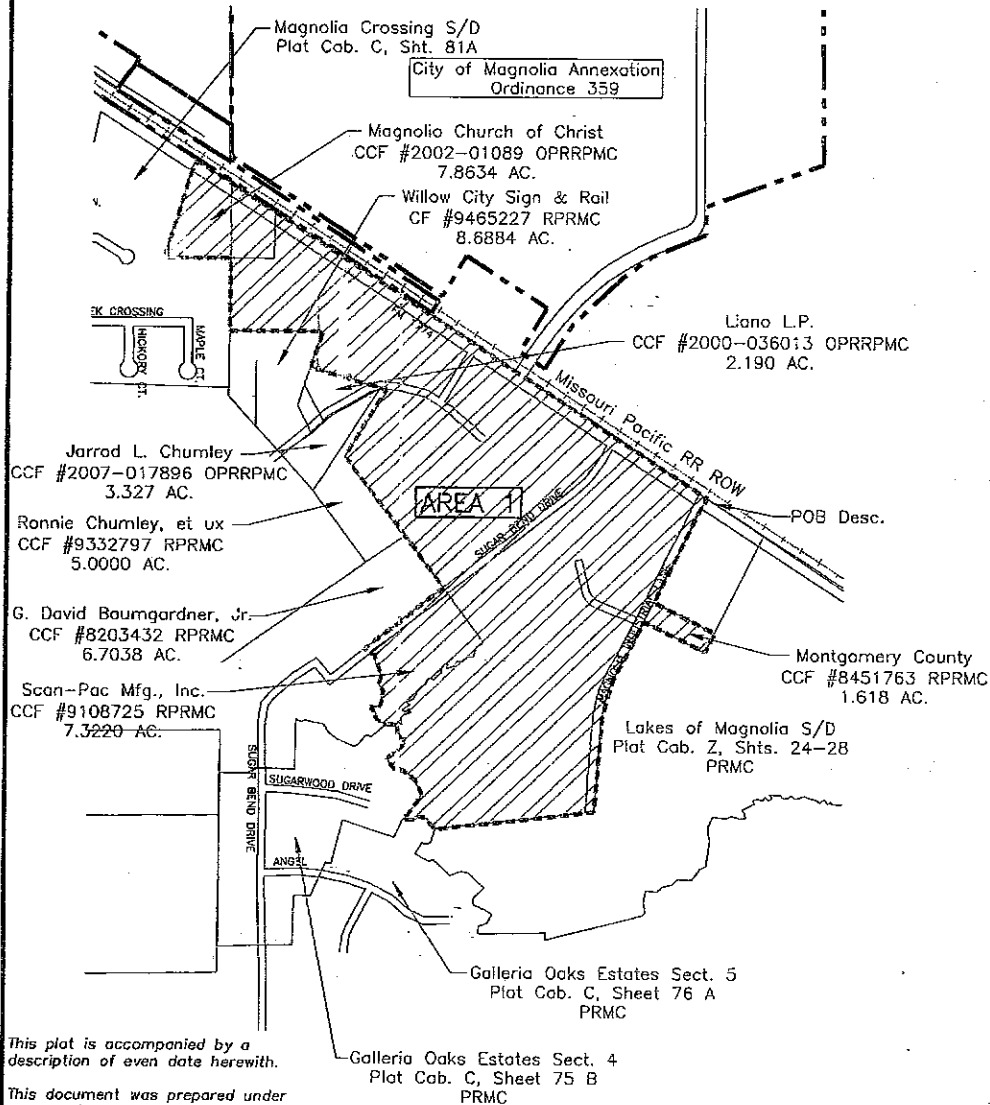
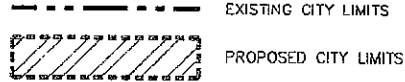
ATTEST:

Lynne George, FRMC, CPM
City Secretary

EXHIBIT "A"



LEGEND:



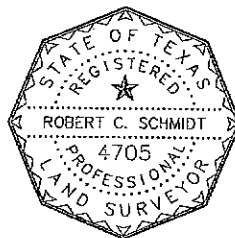
This plat is accompanied by a description of even date herewith.

This document was prepared under 22 TAC §663.21, does not reflect the results of an on the ground survey, and is not to be used to convey or establish interests in real property except those rights and interests implied or established by the creation or reconfiguration of the boundary of the political subdivision for which it was prepared.

Robert C. Schmidt

Robert C. Schmidt, RPLS
Texas Registered Professional
Land Surveyor No. 4705

March 22, 2012



PLAT SHOWING CITY OF MAGNOLIA
PROPOSED ANNEXATION
AREA #1
MONTGOMERY COUNTY, TEXAS

O'MALLEY ENGINEERS

203 S. JACKSON ST. BRENNHAM, TEXAS
(979) 836-7937 FAX (979) 836-7936



O'Malley Engineers
TBPE No. F3244
203 S. Jackson
Brenham, Texas 77833
(979) 836-7937
Fax (979) 836-7936

CITY OF MAGNOLIA
2012 CITY LIMITS
ANNEXATION

| | |
|-----------------|--------------|
| Scale: | SEE BARSCALE |
| Project Number: | 587.026 MQ |
| Drawn By: | JKW/CS |
| Date: | 03/2012 |
| Revised: | |
| Sheet Number: | 1 of 1 |

JOB NO. 587.026 MQ DWG. NO. P:\00587\587.026mq\Area 1\Area 1 Exhibit.dwg



ANNEXATION TRACT - AREA 1

STATE OF TEXAS)
COUNTY OF MONTGOMERY)

ALL THAT CERTAIN tract or parcel of land lying and being situated in the William Gibson Survey, Abstract 240, the Benson Sones Survey, Abstract 541 and the Edward Taylor Survey, Abstract 554, Montgomery County, Texas, being a proposed annexation to the City of Magnolia, Texas. Said tract being more particularly described by metes and bounds as follows:

BEGINNING at a point in the south line of the Missouri Pacific Railroad right of way, being perpendicular across the F.M. 1774 right of way from the intersection of the southeast margin of Magnolia Industrial Lane with the southwest right of way line of F.M. 1774;

THENCE in a southwesterly direction, crossing F.M. 1774 in a line perpendicular to the right of way, to the intersection of the southwest right of way line of F.M. 1774 with the southeast margin of Magnolia Industrial Lane;

THENCE in a southwesterly direction with the southeast margin of Magnolia Industrial Lane to the north corner of a tract said to contain 1.618 acres conveyed to Montgomery County and described by instrument recorded in CCF#8451763 of the Real Property Records of Montgomery County (RPRMC);

THENCE in an southeasterly direction with the northeast line of said Montgomery County tract to a point for the east corner of same;

THENCE in an southwesterly direction with the southeast line of said Montgomery County tract to a point for the south corner of same;

THENCE in an northwesterly direction with the southwest line of said Montgomery County tract to a point for the west corner of same, being in the southeast margin of Magnolia Industrial Lane;

THENCE in a southwesterly direction with the southeast margin of Magnolia Industrial Lane to a reentrant corner of Lakes of Magnolia Subdivision as recorded in Plat Cabinet Z, Sheet 24-28 of the Plat Records of Montgomery County (PRMC);

THENCE in a westerly direction with the lower north line of said Lakes of Magnolia Subdivision to the lower northwest corner of same, being in the north line of Galleria Oaks Estates, Section 5, as recorded in Plat Cabinet C, Sheet 76-A PRMC;

THENCE in a westerly direction with the north line of said Galleria Oaks Estates, Section 5 to the easterly line of Galleria Oaks Estates, Section 4, as recorded in Plat Cabinet C, Sheet 75-B PRMC;

THENCE in a northerly direction with the easterly line of said Galleria Oaks Estates, Section 4 to the south line of a tract said to contain 7.3220 acres conveyed to Scan-Pac Manufacturing, Inc. and described by instrument recorded in CCF#9108725 RPRMC;

THENCE in a northerly direction with the south and west lines of said Scan-Pac Manufacturing, Inc. tract to the west corner of same in the southeast margin of Sugar Bend Drive;

THENCE in a northwesterly direction, crossing Sugar Bend Drive in a line perpendicular to the right of way, to a point in the northwest margin of Sugar Bend Drive;

THENCE in a northeasterly direction with the northwest margin of Sugar Bend Drive to the east corner of a tract said to contain 6.7038 acres conveyed to G. David Baumgardner, Jr. and described by instrument recorded in CCF#8203432 RPRMC;

THENCE in a northwesterly direction with the northeast line of said Baumgardner tract, passing the common corner of said Baumgardner tract and a tract said to contain 5.0000 acres conveyed to Ronnie Chumley, et ux and described by instrument recorded in CCF#9332797 RPRMC and continuing with the northeast line of said Ronnie Chumley, et ux tract to the reentrant corner of same;

THENCE in a northeasterly direction with the upper southeast line of said Ronnie Chumley, et ux tract to a point;

THENCE in a northwesterly direction, passing the east corner of a tract said to contain 2.190 acres conveyed to Llano Limited Partnership and described by instrument recorded in CCF#2000-036013 of the Official Public Records of Real Property of Montgomery County (OPRRPMC) and continuing with the northeast line of said called 2.190 acre tract to the north corner of same;

THENCE in a northeasterly direction with the upper southeast line of a tract said to contain 8.6884 acres conveyed to Willow City Sign & Rail and described by instrument recorded in CCF#9465227 RPRMC to the northeast corner of same;

THENCE in a westerly direction with the north line of said Willow City Sign & Rail tract to the northwest corner of same;

THENCE in a northerly direction with the east line of Magnolia Crossing Subdivision as recorded in Plat Cabinet C; Sheet 81-A PRMC to a point in the south line of a tract said to contain 7.8634 acres conveyed to Magnolia Church of Christ and described by instrument recorded in CCF#2002-01089 RPRMC;

THENCE in a westerly direction with the south line of said Magnolia Church of Christ tract to the southwest corner of same;

THENCE in a northerly direction with the west line of said Magnolia Church of Christ tract to the northwest corner of same in the southwest right of way line of F.M. 1774;

THENCE in a northeasterly direction, crossing F.M. 1774 in a line perpendicular to the right of way and continuing on the same bearing to a point in the south line of the Missouri Pacific Railroad right of way and the existing city limit line of the City of Magnolia;

THENCE in a southeasterly direction with the south line of the Missouri Pacific Railroad right of way and the existing city limit line of the City of Magnolia to the Point of Beginning.

Notes:

1. This description and the deeds and documents referenced on this description were developed from property ownership information as obtained from the Montgomery County Appraisal District and prior annexation information as obtained from the City of Magnolia.
2. This document was prepared under 22 TAC §663.21, does not reflect the results of an on the ground survey, and is not to be used to convey or establish interests in real property except those rights and interests implied or established by the creation or reconfiguration of the boundary of the political subdivision for which it was prepared.
3. This description is accompanied by a plat of even date herewith.

March 22, 2012.

Robert C. Schmidt

Robert C. Schmidt, TX RPLS No. 4705



EXHIBIT "B"

0 500 1000 2000

LEGEND:

EXISTING CITY LIMITS

PROPOSED CITY LIMITS

This plot is accompanied by a description of even date herewith.

This document was prepared under 22 TAC §663.21, does not reflect the results of an on-the ground survey, and is not to be used to convey or establish interests in real property except those rights and interests implied or established by the creation or reconfiguration of the boundary of the political subdivision for which it was prepared.

Robert C. Schmidt

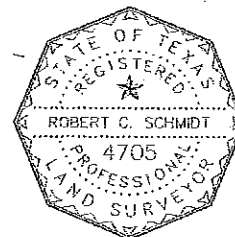
Robert C. Schmidt, RPLS
Texas Registered Professional
Land Surveyor No. 4705

February 17, 2012

This document was prepared under 22 TAC §663.21, does not reflect the results of an on-the-ground survey, and is not to be used to convey or establish interests in real property except those rights and interests implied or established by the creation or reconfiguration of the boundary of the political subdivision for which it was prepared.

Robert C. Schmidt, RPLS
Texas Registered Professional
Land Surveyor No. 4705

February 17, 2012



PLAT SHOWING CITY OF MAGNOLIA
PROPOSED ANNEXATION
AREA #2
MONTGOMERY COUNTY, TEXAS



203 S. JACKSON ST. BRENHAM, TEXAS
(979) 836-7937 FAX (979) 836-7936

JOB NO. 587.026 MG DWG. NO. P:\00587\587.026mg\Arec 2\Arec 2 Exhibit.dwg



O'Malley Engineers
TBPE No. F-3244
203 S. Jackson
Brenham, Texas 77833
(979) 836-7937
Fax (979) 836-7936

CITY OF MAGNOLIA
2012 CITY LIMITS
ANNEXATION

| | |
|----------------------------|---------------|
| Scale: SEE BARSCALE | |
| Project Number: 587.026 MQ | |
| Drawn By: JKW/CS | Date: 01/2012 |
| Revised: | |
| Sheet Number: | 1 of 1 |



ANNEXATION TRACT – AREA 2

STATE OF TEXAS)
COUNTY OF MONTGOMERY)

ALL THAT CERTAIN tract or parcel of land lying and being situated in the Benson Sones Survey, Abstract 541 and the Ben Proctor Survey, Abstract 748, Montgomery County, Texas, being a proposed annexation to the City of Magnolia, Texas. Said tract being more particularly described by metes and bounds as follows:

BEGINNING at the northwest corner of the tract annexed and described by City of Magnolia Ordinance #67;

THENCE in a northerly direction with an east line of the original City of Magnolia city limits as described by Order of Incorporation as recorded in Volume 690, Page 865, et seq., Deed Records of Montgomery County (DRMC) to a reentrant corner of same;

THENCE in an easterly direction with a south line of said original City of Magnolia city limits to a southeast corner thereof, same being an upper southwest corner of the tract annexed and described by City of Magnolia Ordinance #359 and continuing with the upper south line of said annexation tract described by City of Magnolia Ordinance #359 to a reentrant corner of same;

THENCE in an southerly direction with the west line of said tract described by City of Magnolia Ordinance #359 to a point for the northeast corner of the tract annexed and described by City of Magnolia Ordinance #68;

THENCE in a northwesterly direction along the northeast line of the tract annexed and described by City of Magnolia Ordinance #68 to a point in the southeast line of the tract annexed and described by City of Magnolia Ordinance #67;

THENCE in a northeasterly direction along the southeast line of the tract annexed and described by City of Magnolia Ordinance #67 to the northeast corner of same;

THENCE in a northwesterly direction along the northeast line of the tract annexed and described by City of Magnolia Ordinance #67 to the Point of Beginning.

Notes:

1. This description and the deeds and documents referenced on this description were developed from property ownership information as obtained from the Montgomery County Appraisal District and prior annexation information as obtained from the City of Magnolia.
2. This document was prepared under 22 TAC §663.21, does not reflect the results of an on the ground survey, and is not to be used to convey or establish interests in real property except those rights and interests implied or established by the creation or reconfiguration of the boundary of the political subdivision for which it was prepared.
3. This description is accompanied by a plat of even date herewith.

February 17, 2012.

Robert C. Schmidt

Robert C. Schmidt, TX RPLS No. 4705

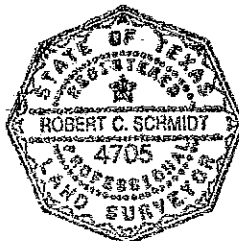
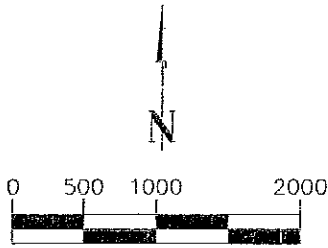
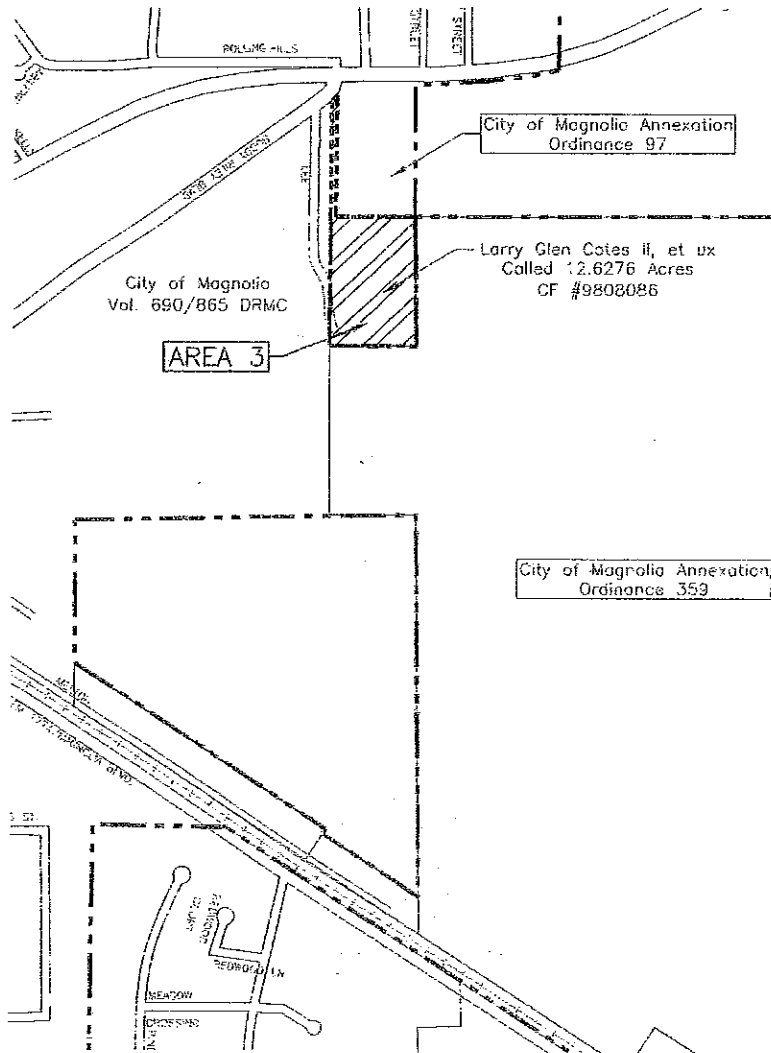
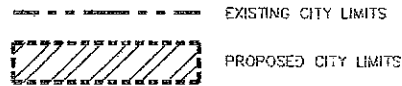


EXHIBIT "C"



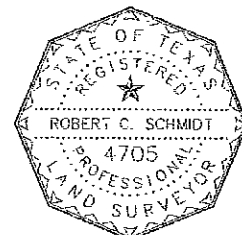
LEGEND:



This document was prepared under 22 TAC §663.21, does not reflect the results of an on the ground survey, and is not to be used to convey or establish interests in real property except those rights and interests implied or established by the creation or reconfiguration of the boundary of the political subdivision for which it was prepared.

Robert C. Schmidt
Robert C. Schmidt, RPLS
Texas Registered Professional
Land Surveyor No. 4705

February 17, 2012



PLAT SHOWING CITY OF MAGNOLIA
PROPOSED ANNEXATION
AREA #3
MONTGOMERY COUNTY, TEXAS

O'MALLEY ENGINEERS

203 S. JACKSON ST. BRENHAM, TEXAS
(979) 836-7937 FAX (979) 836-7936

JOB NO. 587.026 MO DWG. NO. P:\00587\587.026mg\Area 3\Area 3 Exhibit.dwg

O'Malley Engineers
TBPE No. P-3244
203 S. Jackson
Brenham, Texas 77833
(979) 836-7937
Fax (979) 836-7936

CITY OF MAGNOLIA
2012 CITY LIMITS
ANNEXATION

| | |
|-----------------|----------------------|
| Scale: | SEE BARSCALE |
| Project Number: | 587.026 MO |
| Drawn By: | JKW/CS Date: 01/2012 |
| Revised: | |
| Sheet Number: | 1 of 1 |

Loan No: 08672650
Borrower: LARRY GLEN CATES, II

Data ID: 539

344-00-0451

9709 695649

9808086

WARRANTY DEED WITH VENDOR'S LIEN

REGENCY TITLE COMPANY
2200 Post Oak Blvd., Suite 100
Houston, TX 77056

Date: January 30, 1998

Grantor: GEORGE W. HESSLER

Grantee: LARRY GLEN CATES, II AND WIFE, BARBARA MARIE CATES

Grantee's Mailing Address (including county):

17531 FM 1488 ROAD
MAGNOLIA, TEXAS 77354
MONTGOMERY County

Consideration:

TEN AND NO/100 DOLLARS (\$10.00) and other valuable consideration and note(s) of even date executed by Grantee payable to the order of

ACCUBANC MORTGAGE CORPORATION

("Lender"),

in the amount(s) of \$ 112,500.00

the note(s) being secured in whole or in part by vendor's lien retained in favor of Lender in this deed and also secured by a deed of trust of even date from Grantee to

MICHAEL L. RIDDLE,

Trustee.

Property (including any improvements):

SEE LEGAL DESCRIPTION ATTACHED HERETO AND MADE A PART HEREOF

Area
3

Reservations from and Exceptions to Conveyance and Warranty:

Any and all restrictions and easements of record.

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 hold it to Grantee, Grantee's heirs, executors, administrators, successors, or assigns, as the case may be, forever. Grantor binds Grantor and Grantor's heirs, executors, administrators, successors and assigns, as the case may be, 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.

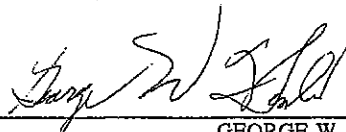


2257700X1330008672650

344-00-0452

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. The vendor's lien and superior title are transferred to Lender without recourse on Grantor.

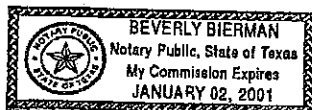
When the context requires, singular nouns and pronouns include the plural.



GEORGE W. HESSLER

State of TEXAS
County of HARRIS

This instrument was acknowledged before me on the 30 day of January, 1998,
by
GEORGE W. HESSLER




Notary Public

(Printed Name)

My commission expires: _____

State of TEXAS
County of HARRIS

§
§

This instrument was acknowledged before me on the _____ day of _____, 19____,
by

Notary Public

(Printed Name)

My commission expires: _____

AFTER RECORDING RETURN TO:

LARRY GLEN CATES, II
17531 FM 1488 ROAD
MAGNOLIA, TEXAS 77354

EXHIBIT "A"
BURKLIN SURVEYING

ACREAGE
CONSTRUCTION
MAPPING

344-00-0453

P.O. BOX 426
TOMBALL, TEXAS
77377-0426
(281) 351-7153

FIELD NOTES

January 22, 1998

BEING 12.6276 acres of land, situated in the John Dorsey Survey, Abstract 172 and the Edward Taylor Survey, Abstract 554, Montgomery County, Texas, consisting of a 11.028 acre tract, a 0.6626 acre tract, a 0.167 acre tract and a 0.7687 acre tract, recorded in Volume 893, Page 932, Volume 893, Page 551, Volume 893, Page 703 and Volume 992, Page 129, Deed Records, Montgomery County, Texas, respectively; said 12.6276 acres more fully described as follows:

BEGINNING at an axle found in the South line of the Dorsey Survey, marking the Northeast corner of said 11.028 acre tract, out of the Taylor Survey, same being the Northeast corner of that certain 12.00 acres more or less, conveyed by deed to Ruel F. Sanders, recorded in Volume 271, Page 352, Deed Records, Montgomery County, Texas;

THENCE departing the North line of the Taylor Survey, South 00° 44' 00" East, in the East line of said 11.028 acres, the West line of the Gerald Applewhite, et ux 40.00 acre tract, described as Tract One (1) under County Clerk's File Number 7732880, Real Property Records, Montgomery County, Texas and along a wire fence, a distance of 889.13 feet to a point for the Southeast corner of said 11.028 acres, said 12.00 acres and the tract herein described, from which a ½ inch iron rod found at base of fence corner post bears South 54° 22' 35" West, 0.62 feet;

THENCE due, West, in the North line of the Applewhite, 24.0 acre tract, described as Tract Three (3), under said County Clerk's File Number 7732880, a distance of 594.44 feet to a point for corner on or near the East line of the G. W. Louis Survey, Abstract 320, in the East line of that certain 17.268 acre tract, described as First Tract, Art Depue, Trustee recorded under Film Code Number 132-01-0511 Real Property Records, Montgomery County, Texas from which a ½ inch iron rod found bears North 77° 53' 30" West, 1.11 feet;

THENCE with the East line of the Depue Tract, the West line of the tract herein described and along a wire fence the following bearings and distances

- (1) North 00° 44' 00" West, 229.11 feet to a ½ inch iron rod set for corner;
- (2) due, East, 9.38 feet to a ½ inch iron rod found for corner;
- (3) North 00° 31' 41" West, 451.65 feet to a ½ inch iron rod set for corner;
- (4) North 00° 10' 57" West, in the West line of said 0.167 acre tract, 207.98 feet to a ½ inch iron rod set for corner;
- (5) North 00° 28' 30" East 39.50 feet, passed the Northeast corner of the Depue Tract, the Southeast corner of Oak Forest Terrace an unrecorded subdivision out of the Bill Brantley 68.2 acre tract, recorded in Volume 173, Page 412, Deed Records, Montgomery County, Texas continuing in the East line of said Subdivision, the West line of said 0.6626 acre tract, the West line of the Dorsey Survey and along a wire fence, in all, a distance of 814.55 feet to a fence post found for corner in the Southeast right of way of old Magnolia-Conroe Road, 60 feet wide;

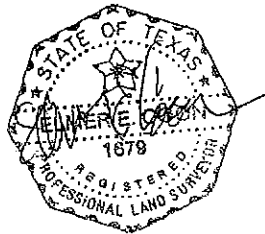
344-00-0454

THENCE North 60° 06' 57" East, in old Magnolia-Conroe Road right-of-way, a distance of 40.56 feet to a $\frac{1}{2}$ inch iron found for corner;

THENCE South 00° 28' 30" West, in the East line of said 0.6626 acre tract, the West line of that certain 11.4366 acre tract, conveyed to Trailside Group II, LTD. recorded under County Clerk's File Number 9024410, Real Property Records, Montgomery County, Texas, a distance of 834.76 feet to a point in the South line of the Dorsey Survey, the North line of the Taylor Survey, the Southwest corner of the Trailside Group II, LTD Tract and the Northwest corner of said 0.7687 acre tract, an interior corner of the tract herein described from which a $\frac{1}{4}$ inch iron rod found at base of a fence corner post bears North 28° 44' 18" West, 0.36 feet:

THENCE due, East, in the North line of said 0.7687 acre tract, passed it's Northeast corner, at 160.00 feet, continuing in the common line between the Dorsey Survey and the Taylor Survey, the South line of the Trailside Group II, LTD Tract, the North line of said 11.028 acre tract and along a wire fence, in all, a distance of 546.48 feet to the PLACE OF BEGINNING containing 12.6276 acres.

ELMER E. COON
PROFESSIONAL LAND SURVEYOR
TEXAS REGISTRATION NUMBER 1679



FILED FOR RECORD
98 FEB -6 PM 12:56
MARK TURNBULL, CO. CLERK
MONTGOMERY COUNTY, TEXAS

PAGE 2 of 2

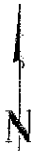
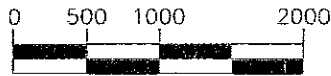
STATE OF TEXAS
COUNTY OF MONTGOMERY
I hereby certify that this instrument was filed in
File Number Sequence on the date and at the time
stamped herein by me and was duly RECORDED in
the official Public Records for Real Property of
Montgomery County, Texas.

FEB - 6 1998

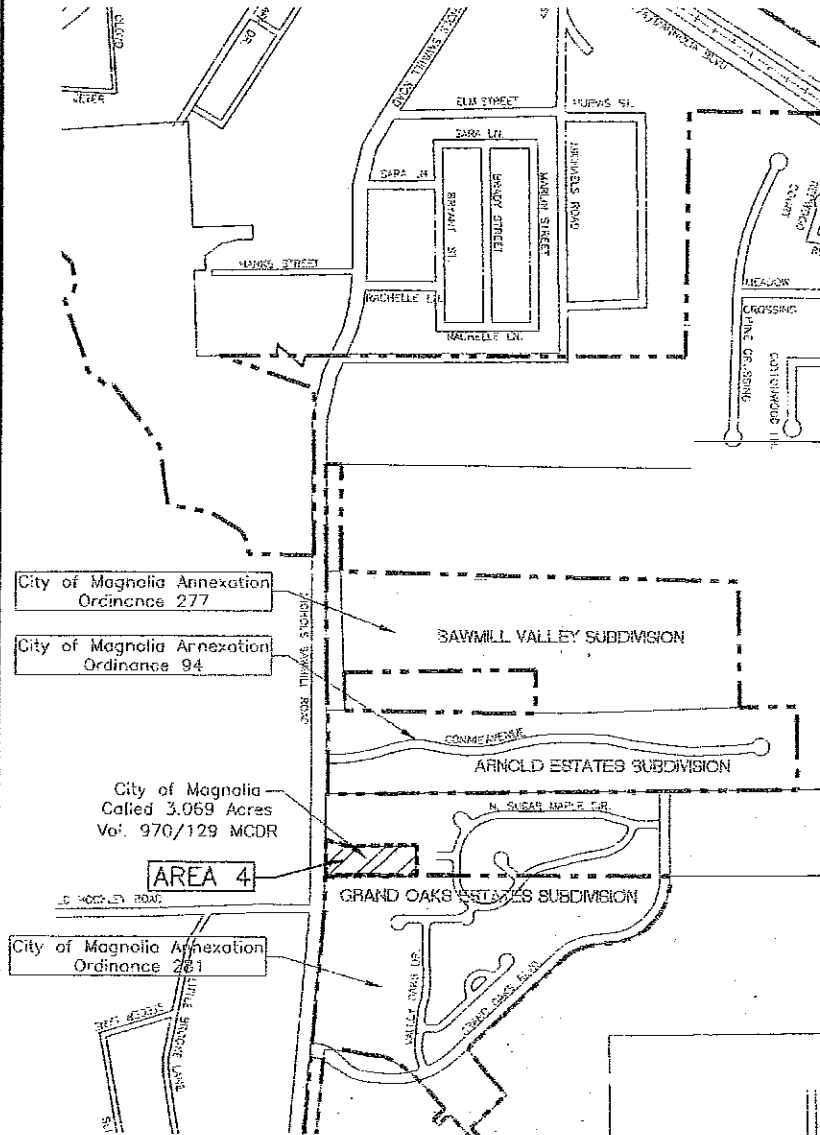
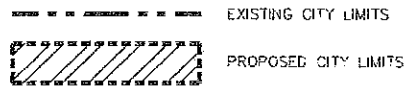


Mark Turnbull
COUNTY CLERK
MONTGOMERY COUNTY, TEXAS

EXHIBIT "D"



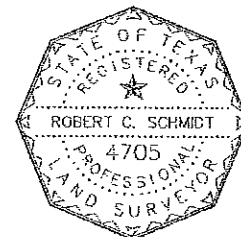
LEGEND:



This document was prepared under 22 TAC §663.21, does not reflect the results of an on the ground survey, and is not to be used to convey or establish interests in real property except those rights and interests implied or established by the creation or reconfiguration of the boundary of the political subdivision for which it was prepared.

Robert C. Schmidt
Robert C. Schmidt, RPLS
Texas Registered Professional
Land Surveyor No. 4705

February 17, 2012



PLAT SHOWING CITY OF MAGNOLIA
PROPOSED ANNEXATION
AREA #4
MONTGOMERY COUNTY, TEXAS

O'MALLEY ENGINEERS

203 S. JACKSON ST. BRENHAM, TEXAS
(979) 836-7937 FAX (979) 836-7936

JOB NO. 587.026 MO DWG. NO. P:\00557\587.026.mq\Area 4\Area 4 Exhibit.dwg



O'Malley Engineers
TBPE No. P-3244
203 S. Jackson
Brenham, Texas 77833
(979) 836-7937
Fax (979) 836-7936

CITY OF MAGNOLIA
2012 CITY LIMITS
ANNEXATION

| | |
|-----------------|----------------------|
| Scale: | SEE BARSCALE |
| Project Number: | 587.026 MO |
| Drawn By: | JKW/CS Date: 01/2012 |
| Revised: | |
| Sheet Number: | 1 of 1 |

Area
4
VOL 970 PAGE 129

DEEDS

WARRANTY DEED

7638428
7638426

STATE OF TEXAS X
COUNTY OF MONTGOMERY X

KNOW ALL MEN BY THESE PRESENTS:

THAT WE, MARY ALICE ARNOLD, a feme sole, and OWEN ROBERT ARNOLD, JR., each of the County of Harris, State of Texas, for and in consideration of the sum of Eleven Thousand Six Hundred Sixty-Two and 20/100 (\$11,662.20) Dollars, to us cash in hand paid by the CITY OF MAGNOLIA, TEXAS, the receipt of which is hereby acknowledged and confessed, have Granted, Sold and Conveyed, and by these presents do Grant, Sell and Convey, unto the said CITY OF MAGNOLIA, TEXAS, a municipality, duly organized and existing under the laws of the State of Texas, of the County of Montgomery, State of Texas, the following described property, to-wit:

BEING 3.069 acres of land out of and a part of a 395.25 acre tract, in the Cyrus T. Ward Survey, Abstract No. 612, Montgomery County, Texas, the said 395.25 acres being described in a Deed to J. L. Arnold by Deed recorded in Volume 316, Page 100, of the Deed Records, Montgomery County, Texas, described as follows, to-wit:

BEGINNING at a 1/2" iron pipe stake found in the West line of the said Arnold 395.25 acres and being in the East margin of Nichols Sawmill Road for the Southwest corner of the Arnold 195.25 acres (residue tract of the said 395.25 acres), and being the Northwest corner of a 200 acres conveyed to M. A. Ecklund, et al, by Carrie Lou Smith, feme sole, and Mary Alice Arnold, feme sole, and recorded in Volume 758, Page 321, of the Deed Records of Montgomery County, Texas, and also being the Southwest and beginning corner of this tract;

THENCE East along and with a fence line and marked line, at 193.0 feet pass the centerline of Arnold Branch, at 626.13 feet set an iron rod stake for the Southeast corner of this tract;

THENCE N. 00° 40' 25" E. 208.71 feet to an iron rod stake set for the Northeast corner of this tract;

THENCE West 482.13 feet to an iron rod stake set for an angle change;

THENCE N. 73° 41' 17" W. 150.0 feet to an iron rod stake set in the East margin of the said Nichols Sawmill Road for the Northwest corner of this tract;

THENCE S. 00° 40' 25" W. 250.71 feet to the place of beginning and containing 3.069 acres of land.

It is understood herein that there is a roadway from Nichols Sawmill Road, located on, over and across other lands owned by Grantors, which can be used for ingress and egress to the tract hereby conveyed, and Grantors agree that Grantee, its agents, servants and employees, can use same as a temporary means of entry until it builds/constructs a new means of entry thereto. During said use period, Grantee shall keep and maintain said roadway in a good state of repair.

That if and when Grantee completes the new roadway, the temporary rights granted hereby shall terminate.

TO HAVE AND TO HOLD the above described premises, together with all and singular the rights and appurtenances thereto in anywise belonging unto the said CITY OF MAGNOLIA, TEXAS, its successors and assigns, and We do hereby bind ourselves, our heirs, executors and administrators, to Warrant and Forever Defend, all and singular the said premises unto the said CITY OF MAGNOLIA, TEXAS, its successors and assigns, against every person whomsoever lawfully claiming, or to claim the same, or any part thereof.

WITNESS OUR HANDS at Conroe, Texas, this the 20th day of December, A. D. 1976.

Mary Alice Arnold
Mary Alice Arnold

Owen Robert Arnold, Jr.
Owen Robert Arnold, Jr.

STATE OF TEXAS X
COUNTY OF MONTGOMERY X

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared Mary Alice Arnold, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that she executed the same for the purposes and consideration therein expressed.



GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the day of December, A. D. 1976.

Marcell Parsley
MARCELL PARSELEY
Notary Public in and for
Montgomery County, Texas

STATE OF TEXAS X
COUNTY OF MONTGOMERY X

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared Owen Robert Arnold, Jr., known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.



GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the day of December, A. D. 1976.

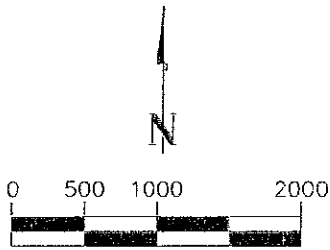
Marcell Parsley
MARCELL PARSELEY
Notary Public in and for
Montgomery County, Texas

FILED FOR RECORD
AT 4 O'CLOCK P.M.

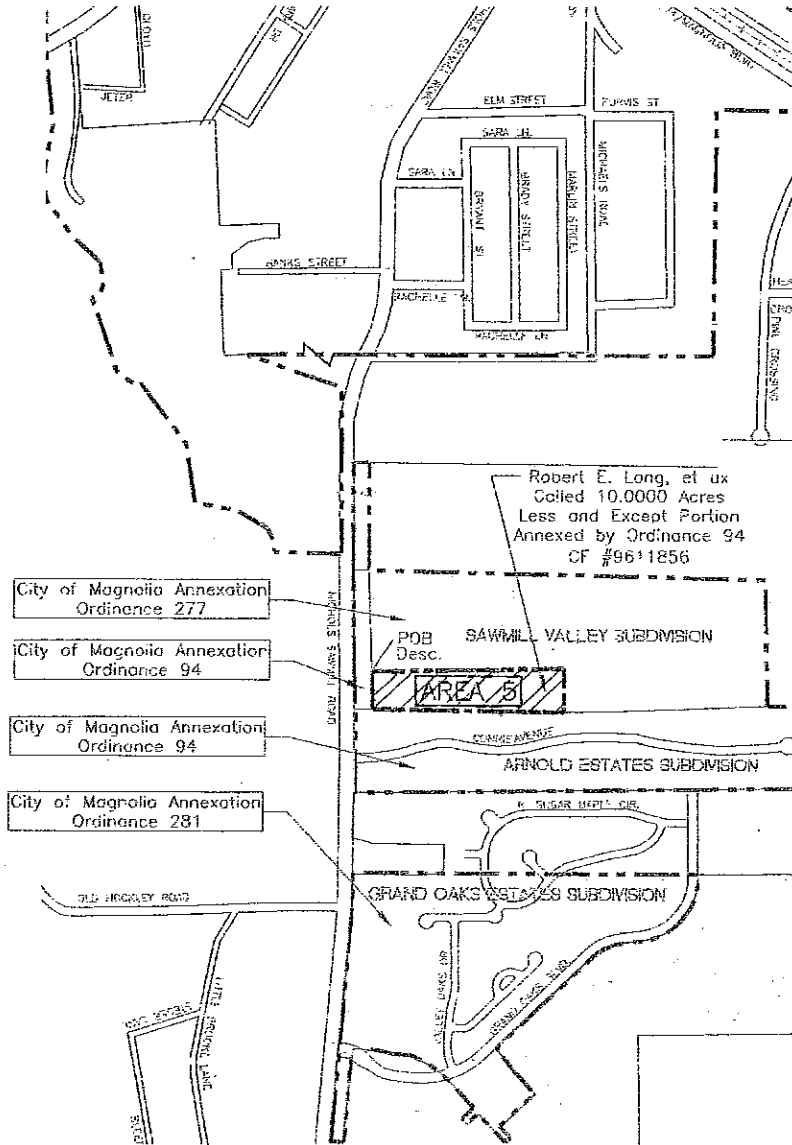
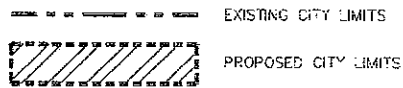
DEC 28 1976

ROY HARRIS, Clerk
County Court, Montgomery Co. Tex.
By *Jane Stubble* Deputy

EXHIBIT "E"



LEGEND:



- City of Magnolia Annexation Ordinance 277
- City of Magnolia Annexation Ordinance 94
- City of Magnolia Annexation Ordinance 94
- City of Magnolia Annexation Ordinance 281

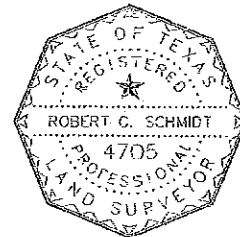
Robert E. Long, et ux
 Celled 10.0000 Acres
 Less and Except Portion
 Annexed by Ordinance 94
 CF #9611856

This plat is accompanied by a description of even date herewith.

This document was prepared under 22 TAC §663.21, does not reflect the results of an on the ground survey, and is not to be used to convey or establish interests in real property except those rights and interests implied or established by the creation or reconfiguration of the boundary of the political subdivision for which it was prepared.

Robert C. Schmidt
 Robert C. Schmidt, RPLS
 Texas Registered Professional
 Land Surveyor No. 4705

February 17, 2012



PLAT SHOWING CITY OF MAGNOLIA
 PROPOSED ANNEXATION
 AREA #5
 MONTGOMERY COUNTY, TEXAS

O'MALLEY ENGINEERS

203 S. JACKSON ST. BRENHAM, TEXAS
 (979) 836-7937 FAX (979) 836-7936

JOB NO. 587.026 MQ DWG. NO. P:\00587\587.026mq\Area 5\Area 5 Exhibit.dwg



O'Malley Engineers
 TBPE No. P-3244
 203 S. Jackson
 Brenham, Texas 77833
 (979) 836-7937
 Fax (979) 836-7936

**CITY OF MAGNOLIA
 2012 CITY LIMITS
 ANNEXATION**

| | |
|-----------------|----------------------|
| Scale: | SEE BARSCALE |
| Project Number: | 587.026 MQ |
| Drawn By: | JKW/CS Date: 01/2012 |
| Revised: | |
| Sheet Number: | 1 of 1 |

136-00-0001

9650-236104
TITLE AGENCY #50 11

9611856

DEED OF TRUST

Date: February 23, 1996
Grantor: Robert E. Long and wife, Cynthia E. Long
Grantor's Mailing Address: 12903 Brant Rock #626
Houston, TX 77082
Trustee: Anthony T. Sortino, Trustee
Trustee's Mailing Address: 1431 Graham Drive, Suite 150
Tomball, Harris County, Texas 77375
Beneficiary: Pete Maniscalco, Jr.
Beneficiary's Mailing Address: 14607 Boudreaux
Tomball, Harris County, Texas 77375

Note

Date: February 23, 1996
Amount: \$60,000.00
Maker: Robert E. Long and wife, Cynthia E. Long
Payee: Pete Maniscalco, Jr.
Final Maturity Date: March 1, 2011
Terms of Payment: In installments as therein provided.

Property (including any improvements) Subject to Lien:

A tract of land containing 10.0000 acres, more or less, in the C. T. Ward Survey, Abstract No. 612, Montgomery County, Texas, being more particularly described by metes and bounds on Exhibit "A" attached hereto and made a part hereof for all purposes.

Area
5

Prior Lien(s) (including recording information):

None

Other exceptions to conveyance and warranty:

This Deed of Trust is made subject to all conditions of title which existed at the time that the property was conveyed by Beneficiary to Grantor, including but not limited to all matters set forth in the Deed of even date herewith to Grantor.

For value received and to secure payment of the note, Grantor conveys the property to Trustee in trust. Grantor warrants and agrees to defend the title to the property. If Grantor performs all the covenants and pays the note according to its terms, this deed of trust shall have no further effect, and Beneficiary shall release it at Grantor's expense.

Grantor's Obligations

Grantor agrees to:

1. keep the property in good repair and condition;
2. pay all taxes and assessments on the property when due;
3. preserve the lien's priority as it is established in this deed of trust; and
4. if this is not a first lien, pay all prior lien notes that Grantor is personally liable to pay and abide by all prior lien instruments.

Beneficiary's Rights

1. Beneficiary may appoint in writing a substitute or successor trustee, succeeding to all rights and responsibilities of Trustee.
2. If the proceeds of the note are used to pay any debt secured by prior liens, Beneficiary is subrogated to all of the rights and liens of the holders of any debt so paid.
3. Beneficiary may apply any proceeds received under the insurance policy either to reduce the note or to repair or replace damaged or destroyed improvements covered by the policy.
4. If Grantor fails to perform any of Grantor's obligations, Beneficiary may perform those obligations and be reimbursed by Grantor on demand at the place where the note is payable for any sums so paid, including attorney's fees, plus interest on those sums from the dates of payment at the rate stated in the note for matured, unpaid amounts. The sum to be reimbursed shall be secured by this deed of trust.
5. If Grantor defaults on the note or fails to perform any of Grantor's obligations or if default occurs on a prior lien note or other instrument, Beneficiary may:
 - a. declare the unpaid principal balance and earned interest on the note immediately due;
 - b. request Trustee to foreclose this lien, in which case Beneficiary or Beneficiary's agent shall give notice of the foreclosure sale as provided by the Texas Property Code as then amended; and
 - c. purchase the property at any foreclosure sale by offering the highest bid and then have the bid credited on the note.

Trustee's Duties

If requested by Beneficiary to foreclose this lien, Trustee shall:

1. either personally or by agent give notice of the foreclosure sale as required by the Texas Property Code as then amended;
2. sell and convey all or part of the property to the highest bidder for cash with a general warranty binding Grantor, subject to prior liens and to other exceptions to conveyance and warranty; and
3. from the proceeds of the sale, pay, in this order:
 - a. expenses of foreclosure, including a commission to Trustee of 5% of the bid;
 - b. to Beneficiary, the full amount of principal, interest, attorney's fees, and other charges due and unpaid;
 - c. any amounts required by law to be paid before payment to Grantor; and

d. to Grantor, any balance.

General Provisions

1. If any of the property is sold under this deed of trust, Grantor shall immediately surrender possession to the purchaser. If Grantor fails to do so, Grantor shall become a tenant at sufferance of the purchaser, subject to an action for forcible detainer.
2. Recitals in any Trustee's deed conveying the property will be presumed to be true.
3. Proceeding under this deed of trust, filing suit for foreclosure, or pursuing any other remedy will not constitute an election of remedies.
4. This lien shall remain superior to liens later created even if the time of payment of all or part of the note is extended or part of the property is released.
5. If any portion of the note cannot be lawfully secured by this deed of trust, payments shall be applied first to discharge that portion.
6. Grantor assigns to Beneficiary all sums payable to or received by Grantor from condemnation of all or part of the property, from private sale in lieu of condemnation, and from damages caused by public works or construction on or near the property. After deducting any expenses incurred, including attorney's fees, Beneficiary may release any remaining sums to Grantor or apply such sums to reduce the note. Beneficiary shall not be liable for failure to collect or to exercise diligence in collecting any such sums.
7. Grantor assigns to Beneficiary absolutely, not only as collateral, all present and future rent and other income and receipts from the property. Leases are not assigned. Grantor warrants the validity and enforceability of the assignment. Grantor may as Beneficiary's licensee collect rent and other income and receipts as long as Grantor is not in default under the note or this deed of trust. Grantor will apply all rent and other income and receipts to payment of the note and performance of this deed of trust, but if the rent and other income and receipts exceed the amount due under the note and deed of trust, Grantor may retain the excess. If Grantor defaults in payment of the note or performance of this deed of trust, Beneficiary may terminate Grantor's license to collect and then as Grantor's agent may rent the property if it is vacant and collect all rent and other income and receipts. Beneficiary neither has nor assumes any obligations as lessor or landlord with respect to any occupant of the property. Beneficiary may exercise Beneficiary's rights and remedies under this paragraph without taking possession of the property. Beneficiary shall apply all rent and other income and receipts collected under this paragraph first to expenses incurred in exercising Beneficiary's rights and remedies and then to Grantor's obligations under the note and this deed of trust in the order determined by Beneficiary. Beneficiary is not required to act under this paragraph, and acting under this paragraph does not waive any of Beneficiary's other rights or remedies. If Grantor becomes a voluntary or involuntary bankrupt, Beneficiary's filing a proof of claim in Bankruptcy will be tantamount to the appointment of a receiver under Texas law.
8. Interest on the debt secured by this deed of trust shall not exceed the maximum amount of nonusurious interest that may be contracted for, taken, reserved, charged, or received under law; any interest in excess of that maximum amount shall be credited on the principal of the debt or, if that has been paid, refunded. On any acceleration or required or permitted prepayment, any such excess shall be canceled automatically as of the acceleration or prepayment or, if already paid, credited on the principal of the debt or, if the principal of the debt has been paid, refunded. This provision overrides other provisions in this and all other instruments concerning the debt.
9. When the context requires, singular nouns and pronouns include the plural.
10. The term "note" includes all sums secured by this deed of trust.
11. This deed of trust shall bind, inure to the benefit of, and be exercised by successors in interest of all parties.
12. If Grantor and Maker are not the same person, the term "Grantor" shall include Maker.
13. Grantor represents that this deed of trust and the note are given for the following purposes:

The indebtedness, the payment of which is hereby secured, is in part payment of the purchase price of the real property herein described, and is also secured by a Vendor's Lien reserved in a Deed of even date herewith from Beneficiary to Grantor, and this Deed of Trust is given as additional security for the payment of said indebtedness. The Lien reserved in this Deed of Trust is cumulative and in addition to said Vendor's Lien, but foreclosure under this Deed of Trust shall also operate as a foreclosure of the aforementioned Vendor's Lien.


The note secured hereby contains provisions for notice to the maker prior to acceleration and said provisions are incorporated herein by reference.

On or before January 31 of each calendar year, Grantor shall furnish copies of paid tax receipts from all taxing authorities having jurisdiction over the property. Failure to do so shall constitute a default hereunder, whereupon Beneficiary shall have the option to accelerate the maturity of all indebtedness secured hereby unless the default is cured within twenty (20) days after written notice of such default.

If all or any part of the above described property or an interest therein is sold or transferred by Grantor without Beneficiary's prior written consent, excluding (a) the creation of a lien or encumbrance subordinate to this Deed of Trust, (b) the creation of a purchase money security interest for household appliances, (c) a transfer by devise, descent or by operation of law upon the death of a joint tenant or (d) the grant of any leasehold interest of three (3) years or less not containing an option to purchase, Beneficiary may, at Beneficiary's option, declare all the sums secured by this Deed of Trust to be immediately due and payable. The option to accelerate contained in this paragraph may be waived by Beneficiary if Beneficiary is given written notice of Grantor's intent to transfer the above described property or an interest therein and (i) Beneficiary approves the transferee, and (ii) Beneficiary and the transferee agree on such revision in the interest rate on the sums secured hereby as Beneficiary may request.


ROBERT E. LONG

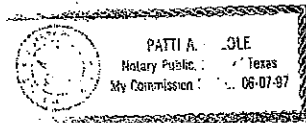
RECORDER'S MEMORANDUM:
At the time of recordation, this instrument was found to be inadequate for the best photographic reproduction because of illegibility, carbon or photo copy, discolored paper, etc. All black-outs, additions and changes were present at the time the instrument was filed and recorded.

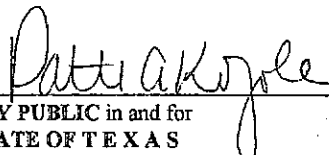

CYNTHIA E. LONG

STATE OF TEXAS §

COUNTY OF HARRIS §

This instrument was acknowledged before me on Feb. 23, 1996, by Robert E. Long and Cynthia E. Long.




NOTARY PUBLIC in and for
THE STATE OF TEXAS

Return to:
Pete Maniscalco, Jr.
14607 Boudreaux
Tomball, TX 77325

136-00-0005
EXHIBIT "A"

All that certain tract or parcel of land containing 10.000 acres, situated in the C. T. Ward Survey, Abstract 612, Montgomery County, Texas, and being out of that certain 395.25 acre tract described in deed recorded in Volume 530, Page 322 of the Montgomery County Deed Records, said 10.000 acre tract being the same tract described in deed to Federated Financial Services, Inc., recorded under County Clerk's File No. 9542114, Real Property Records of Montgomery County, Texas, and being more particularly described as follows, all bearings being referenced to the said deeds:

COMMENCING at a fence corner post found (Control Monument) in the east right-of-way line of Nichols Sawmill Road for the northwest corner of the said 395.25 acre tract;

THENCE, S 00°39'37" W, a distance of 672.32 feet along the east line of Nichols Sawmill Road to a 5/8 inch iron rod found for the northwest corner and POINT OF BEGINNING of the herein described tract;

THENCE, N 89°58'58" E, a distance of 1452.10 feet along the south line of the residue of the said 395.25 acre tract to a 5/8 inch iron rod found for the northeast corner of this tract;

THENCE, S 00°39'37" W, a distance of 300.00 feet along the residue of the said 395.25 acre tract to a 5/8 inch iron rod found in the north line of ARNOLD ESTATES, SECTION 1, recorded in Cabinet D, Sheet 110-B of the Montgomery County Map Records, and being the southeast corner of this tract, and said corner being located S 89°58'58" W, 1805.75 feet from a 5/8 inch iron rod found for the northeast corner of ARNOLD ESTATES, SECTION 1;

THENCE, S 89°58'58" W, a distance of 1452.10 feet along the north line of ARNOLD ESTATES, SECTION 1 to a 5/8 inch iron rod found (Control Monument) in the east line of Nichols Sawmill Road for the northwest corner of ARNOLD ESTATES, SECTION 1, and being the southwest corner of this tract;

THENCE, N 00°39'37" E, a distance of 300.00 feet along the east line of Nichols Sawmill Road to the POINT OF BEGINNING and containing 10.000 acres of land.

FILED FOR RECORD

96 FEB 27 AM 9:36

MARK TURNBULL, CO. CLERK
MONTGOMERY COUNTY, TEXAS

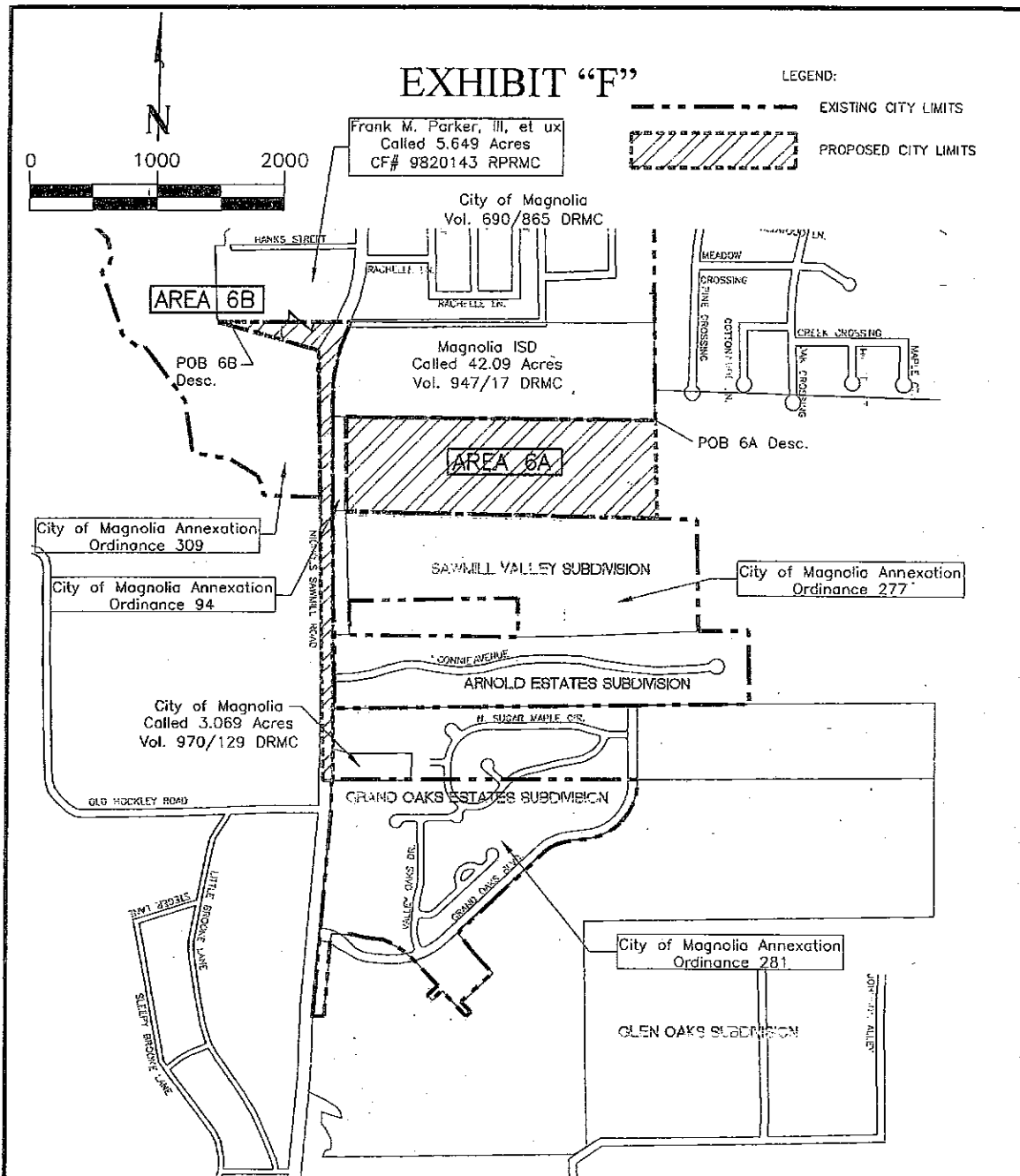
DEPUTY

STATE OF TEXAS
COUNTY OF MONTGOMERY
I hereby certify that this instrument was filed in
File Number Sequence on the date and at the time
stamped herein by me and was duly RECORDED in
the official Public Records of Real Property of
Montgomery County, Texas.

FEB 27 1996



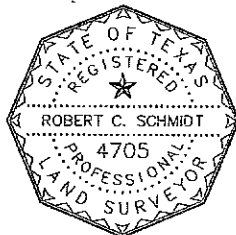
Mark Turnbull
COUNTY CLERK
MONTGOMERY COUNTY, TEXAS



This plat is accompanied by a description of even date herewith.

This document was prepared under 22 TAC §663.21, does not reflect the results of an on the ground survey, and is not to be used to convey or establish interests in real property except those rights and interests implied or established by the creation or reconfiguration of the boundary of the political subdivision for which it was prepared.

Robert C. Schmidt
 Robert C. Schmidt, RPLS
 Texas Registered Professional
 Land Surveyor No. 4705



March 22, 2012

PLAT SHOWING CITY OF MAGNOLIA
 PROPOSED ANNEXATION
 AREA #6
 MONTGOMERY COUNTY, TEXAS

O'MALLEY ENGINEERS

203 S. JACKSON ST. BRENHAM, TEXAS
 (979) 836-7937 FAX (979) 836-7936

JOB NO. 587.026 MQ DWG. NO. P:\00587\587.026mg\Area 6\Area 6 Exhibit.dwg



O'Malley Engineers
 TBPE No. F-3244
 203 S. Jackson
 Brenham, Texas 77833
 (979) 836-7937
 Fax (979) 836-7936

CITY OF MAGNOLIA
 2012 CITY LIMITS
 ANNEXATION

Scale: SEE BARSCALE
 Project Number: 587.026 MQ
 Drawn By: JKW/CS Date: 03/2012
 Revised:
 Sheet Number: 1Of.... 1



ANNEXATION TRACT – AREA 6A

STATE OF TEXAS)
COUNTY OF MONTGOMERY)

ALL THAT CERTAIN tract or parcel of land lying and being situated in the Christopher Schillings Survey, Abstract 515, Montgomery County, Texas, being a proposed annexation to the City of Magnolia, Texas. Said tract being more particularly described by metes and bounds as follows:

BEGINNING at a point for the southeast corner of tract said to contain 42.09 acres conveyed to Magnolia I.S.D. and described by instrument recorded in Volume 947, Page 17, et seq. DRMC;

THENCE in a southerly direction with a projection of the east line of said Magnolia I.S.D. tract to a point in the north line of the tract annexed and described by City of Magnolia Ordinance #277;

THENCE in a westerly direction with the north line of the tract annexed and described by City of Magnolia Ordinance #277 to a point in the east line of a strip of land, 100 feet in width, annexed and described by City of Magnolia Ordinance #94;

THENCE in a northerly direction with the east line of said 100 foot strip to the northeast corner of same and being in the south line of said Magnolia I.S.D. tract and present City Limit line;

THENCE in an easterly direction with the south line of said Magnolia I.S.D. tract and present City Limit line to the Point of Beginning.

ANNEXATION TRACT – AREA 6B

STATE OF TEXAS)
COUNTY OF MONTGOMERY)

ALL THAT CERTAIN tract or parcel of land lying and being situated in the Christopher Schillings Survey, Abstract 515, the Cyrus Wickson Survey, Abstract 601 and the Cyrus T. Ward Survey, Abstract 612, Montgomery County, Texas, being a proposed annexation to the City of Magnolia, Texas. Said tract being more particularly described by metes and bounds as follows:

BEGINNING at a point for the intersection of the south line of the original City of Magnolia city limits as described by Order of Incorporation as recorded in Volume 690, Page 865, et seq., Deed Records of Montgomery County (DRMC) with southwest line of a tract said to contain 5.649 acres conveyed to Frank M. Parker III, et ux and described by instrument recorded in CF#9820143, Real Property Records of Montgomery County (RPRMC);

THENCE in an easterly direction with the south line of the original City of Magnolia city limits as described by Order of Incorporation as recorded in Volume 690, Page 865, et seq. DRMC to a point in the east right of way of Nichols Sawmill Road;

THENCE in a southerly direction with the east margin of Nichols Sawmill Road to the southwest corner of a tract said to contain 3.069 acres conveyed to the City of Magnolia and described by instrument recorded in Volume 970, Page 129, et seq. DRMC;

THENCE in a westerly direction crossing Nichols Sawmill Road perpendicular to the right of way to a point in the west margin of Nichols Sawmill Road;

THENCE with the west margin of Nichols Sawmill Road to a point being the lower northeast corner of the tract annexed and described by City of Magnolia Ordinance #309;

THENCE in a northwesterly direction along the lower northeast line of the tract annexed and described by City of Magnolia Ordinance #309 to the Point of Beginning.

Notes:

1. This description and the deeds and documents referenced on this description were developed from property ownership information as obtained from the Montgomery County Appraisal District and prior annexation information as obtained from the City of Magnolia.
2. This document was prepared under 22 TAC §663.21, does not reflect the results of an on the ground survey, and is not to be used to convey or establish interests in real property except those rights and interests implied or established by the creation or reconfiguration of the boundary of the political subdivision for which it was prepared.
3. This description is accompanied by a plat of even date herewith.

March 22, 2012.

Robert C. Schmidt

Robert C. Schmidt, TX RPLS No. 4705

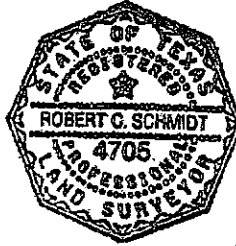
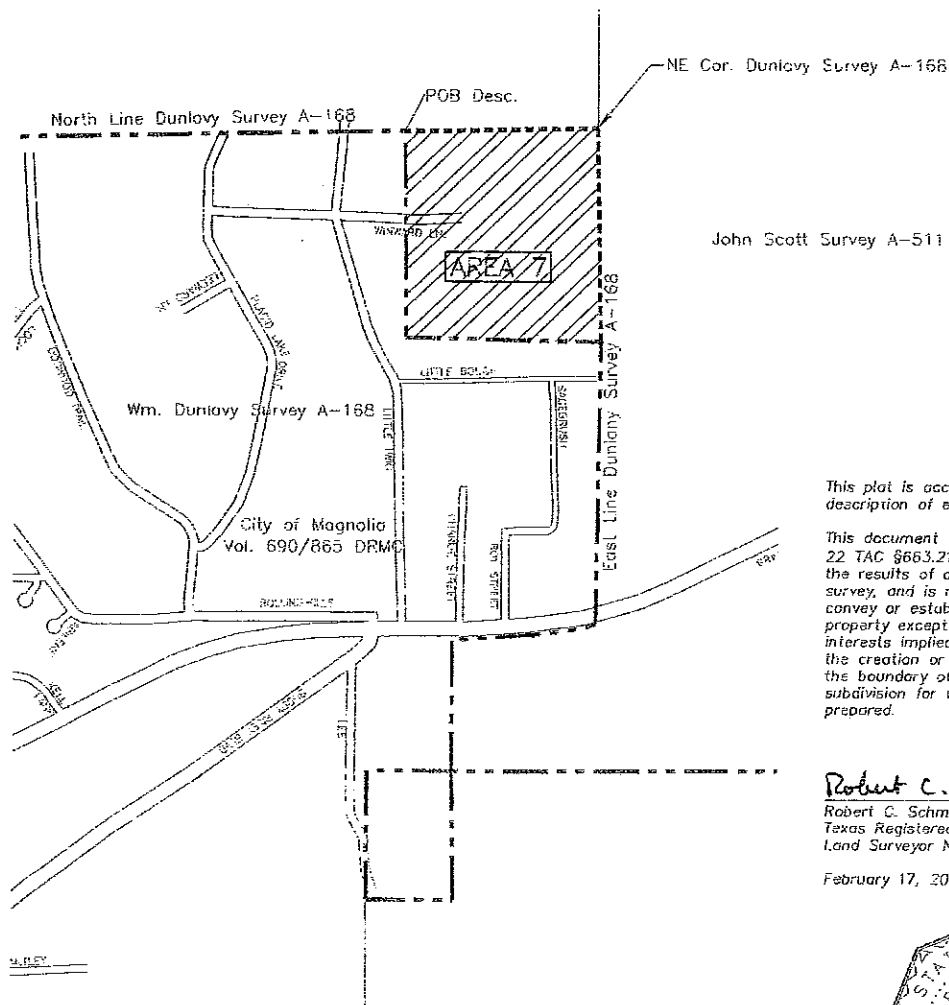



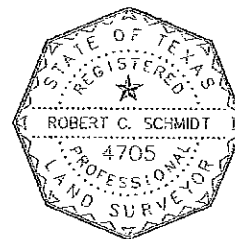
Figure 1 is a 3D bar chart illustrating the distribution of the number of children per family. The horizontal axis (x-axis) represents the number of children, ranging from 0 to 10. The vertical axis (y-axis) represents the number of families, ranging from 0 to 100. The depth axis (z-axis) represents the percentage of families, ranging from 0% to 100%. The bars show a decreasing trend as the number of children increases, with the highest frequency occurring for 0 children.

PROPOSED CITY LIMITS



This document was prepared under 22 TAC §663.21, does not reflect the results of an on the ground survey, and is not to be used to convey or establish interests in real property except those rights and interests implied or established by the creation or reconfiguration of the boundary of the political subdivision for which it was prepared.

February 17, 2012



**O'MALLEY
ENGINEERS**

203 S. JACKSON ST. BRENHAM, TEXAS
(979) 836-7937 FAX (979) 836-7936

JOG NO. 587.026 MG DWG. NO. P: \00527\587.026mg\Area 7\Area 7 Exhibit.dwg



O'Malley Engineers
TBPE No. F-3244
203 S. Jackson
Brenham, Texas 77833
(979) 836-7937
Fax (979) 836-7936

CITY OF MAGNOLIA
2012 CITY LIMITS
ANNEXATION

| | |
|----------------------------|----------------|
| Scale: SEE BARSCALE | |
| Project Number: 587.026 MQ | |
| Drawn By: JKW/CS | Date: 01/2012 |
| Revised: | |
| Sheet Number: | 101.... 1 |



ANNEXATION TRACT - AREA 7

STATE OF TEXAS)
COUNTY OF MONTGOMERY)

ALL THAT CERTAIN tract or parcel of land lying and being situated in the William Dunlavy Survey, Abstract 168, Montgomery County, Texas, being a proposed annexation to the City of Magnolia, Texas. Said tract being more particularly described by metes and bounds as follows:

BEGINNING at a point in the north line of the William Dunlavy Survey, Abstract 168, for the upper northeast corner of the original City of Magnolia city limits as described by Order of Incorporation as recorded in Volume 690, Page 865, et seq., Deed Records of Montgomery County (DRMC);

THENCE continuing in an easterly direction with the north line of the William Dunlavy Survey, Abstract 168, to a point for the northeast corner of same;

THENCE in a southerly direction with a east line of the William Dunlavy Survey, Abstract 168, to a point for the lower northeast corner of said original City of Magnolia city limits;

THENCE in a westerly direction with the lower north line of said original City of Magnolia city limits to a reentrant corner of same;

THENCE in a northerly direction with the upper east line of said original City of Magnolia city limits to the Point of Beginning.

Notes:

1. This description and the deeds and documents referenced on this description were developed from property ownership information as obtained from the Montgomery County Appraisal District and prior annexation information as obtained from the City of Magnolia.
2. This document was prepared under 22 TAC §863.21, does not reflect the results of an on the ground survey, and is not to be used to convey or establish interests in real property except those rights and interests implied or established by the creation or reconfiguration of the boundary of the political subdivision for which it was prepared.
3. This description is accompanied by a plat of even date herewith.

February 17, 2012.

Robert C. Schmidt

Robert C. Schmidt, TX RPLS No. 4705

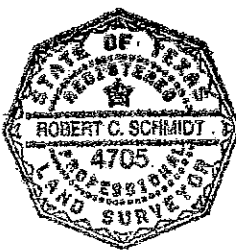


EXHIBIT "H"

CITY OF MAGNOLIA MONTGOMERY COUNTY, TEXAS

SERVICE PLAN

1. INTRODUCTION

This Service Plan ("PLAN") is made by the City of Magnolia ("CITY") pursuant to the Local Government Code. This PLAN pertains to several tracts of land ("TRACTS") located in Montgomery County, Texas, and described in Exhibit "A" through "G", which is attached to this PLAN and fully incorporated in this PLAN by reference.

II. TERM – EFFECTIVE DATE

This PLAN shall be in effect for a term of ten (10) years commencing on the effective date of the annexation of the TRACTS. Renewal of this PLAN shall be at the discretion of the CITY and such discretion may be exercised by the City Council in such manner and for such time as the CITY may then direct.

III. SERVICE PROGRAMS

A. In General. This PLAN includes two (2) service programs: (1) the Early Action Program, described below, which must be implemented within sixty (60) days after the effective date of annexation; and (2) Capital Improvement Program more specifically described below.

B. Scope and Quality of Service. The CITY shall provide services to the area pursuant to any methods by which it extends or is authorized to extend services to any other area of the CITY. Under this PLAN, the CITY shall not provide fewer services or a lower level of services in the area annexed than were in existence in the area immediately preceding the date of annexation. However, it is not the intent of this PLAN to require that a uniform level of services be provided to all areas of the CITY, including the TRACTS, where differing characteristics of topography, land, and use and population density are considered a sufficient basis for providing different levels of service.

C. Definitions.

- (1) As used in this PLAN, "providing services" includes having services provided by any method or means by which the CITY extends municipal services to any other area of the CITY. This may include causing or allowing public or private utilities, contractors, governmental entities and other public service organizations to provide such services, in whole or in part.

- (2) As used in this PLAN, the phrase "standard policies and procedures" means those policies and procedures of the CITY applicable to a particular service which is in effect either at the time that the service is requested or at the time the service is made available or provided. The policies and procedures may require that a specific type of request be made, such as an application or petition. IT may require that fees or charges be paid, in accordance with the law, and they may include eligibility requirements and similar provisions.

IV. EARLY ACTION PROGRAM – IMPLEMENTATION WITHIN 60 DAYS

These statutorily mandated services will be provided to the TRACTS within sixty (60) days after annexation of the TRACTS,

- A. Police Protection. The Police Department of the CITY will provide protection and law enforcement to the TRACTS; and these activities will include normal patrols and responses, the handling of complaints and incident reports, and other services and support provided by the Police Department of the City of Magnolia to other portions of the CITY, all pursuant to standard policies and procedures.
- B. Fire Protection. The Magnolia Fire Department will provide fire protection to the TRACTS in accordance with standard policies and procedures.
- C. Solid Waste Collection. Business and residential solid waste collection services (garbage service) will be provided to residents and businesses in the TRACTS, all in accordance with standard policies and procedures.
- D. Maintenance of Water and Wastewater Facilities. As water and wastewater facilities are available to the TRACTS, such facilities will be maintained in accordance with standard policies and procedures.
- E. Maintenance of Roads, Streets, and Street Lighting. The CITY will cause to be provided via a contract with the Montgomery County Road & Bridge Division or, May on its own accord, provides maintenance of public roads and streets under the CITY's jurisdiction. The CITY will cause to be provided via a contract with the Montgomery County Road & Bridge Division or, may on its own accord, provide traffic control devices for any City roads and streets, and the City will provide street lighting for such CITY roads and streets through Houston Lighting & Power Company, all according to standard policies and procedures. The CITY will not maintain any private road or street within the TRACTS.
- F. Maintenance of Parks, Playgrounds, and Swimming Pools. At this time, there are no public parks, playgrounds, and swimming pools within the TRACTRS and, therefore, it is unnecessary for the PLAN to address such service items with respect to the sixty (60) day time period. There are existing public parks, playgrounds, and swimming pools in the municipality, and they are available for use and enjoyment by residents of the TRACTS in accordance with standard policies and procedures.

G. Maintenance of Any Other Publicly Owned Facility, Building, or Service. At this time, there are no other publicly owned facilities, buildings, or services within the TRACTS and, therefore, it is unnecessary for the PLAN to address such service items with respect to the sixty (60) day time period. There are existing publicly owned facilities, buildings, or services in the municipality, and they are available for use and enjoyment by residents of the TRACTS in accordance with standard policies and procedures.

H. Animal Control. Animal control will be provided to the TRACTS according to standard policies and procedures. Of the Montgomery County Animal Control department.

I. Emergency Medical Service. Emergency medical service (i.e., ambulance care) will be provided to the TRACTS by the Montgomery County Emergency Service District in accordance with standard policies and procedures, of the Montgomery County Hospital District.

J. Other CITY Services. All other available CITY services not specifically listed above shall be extended and available to residents of the TRACTS in accordance with standard policies and procedures.

V. CAPITAL IMPROVEMENT PROGRAM

The CITY will initiate construction or acquisition of capital improvements as indicated below. Any necessary construction or acquisition shall begin within two (2) years of the annexation and shall be substantially completed within four and one-half (4 ½) years of the date of the annexation of the particular TRACTS:

- A. Police Protection. Police protection for the TRACTS can be provided by using existing Resources, and will start immediately.
- B. Fire Protection. Fire protection for the TRACTS can be provided by using existing assets of the Montgomery county Emergency Service District.
- C. Solid Waste Collection. The new residents/businesses will be contacted by the 'City to provide solid waste collection services within the TRACTS as described in the City Code of Ordnances and provided by the contractor that has been approved by the City of Magnolia for collection of Solid waste in the City.
- D. Water and Wastewater Facilities. No further improvements are required. Potable water connections are required and the CITY will maintain the water system.

E. Roads and Streets. In general, the CITY will acquire dominion, control, and jurisdiction in, over and under public roads and streets within the TRACTS upon annexation, subject to the jurisdiction of other governmental entities, including contractual obligations with Montgomery County. Additional roads, streets, or related facilities are not necessary at this time to serve the TRACTS. Future extensions of roads or streets and future installation of related facilities such as traffic control devices or street lights will be governed by standard policies and procedures. The TRACTS will be included with other territory in connection with planning for new, revised, widened or enlarged roads, streets, or related facilities. The CITY will not maintain any private road or street within the TRACTS.

F. Parks, Playgrounds. There are no plans for capital improvements at this time.

VI. AMENDMENT; GOVERNING LAW

This PLAN may not be amended or repealed except as provided by the Local Government Code or other controlling law. Neither changes in the methods or means of implementing any part of the service programs nor changes in the responsibilities of the various departments of the CITY shall constitute amendments to this PLAN, and the CITY reserves the right to make such changes. This PLAN is subject to, and shall be interpreted in accordance with the Local Government Code, the Constitution and laws of the federal government of the United States of America and the State of Texas.

VII. FORCE MAJEURE

Should a force majeure interrupt the services described herein, the CITY shall resume services under this PLAN within a reasonable time after the cessation of the force majeure. "Force Majeure," for the purposes of this PLAN, shall include, but not be limited to, acts of GOD, acts of the public enemy, war, blockades, insurrection, riots, epidemics, lightning, earthquakes, fires, storms, floods, washouts, droughts, tornadoes, hurricanes, arrests and restraints of government, explosions, collisions, and any other inability imposed upon the CITY whether similar to those enumerated or otherwise, which is not within the control of the CITY.

VIII. ENTIRE PLAN

This document contains the entire and integrated Service PLAN relating to the TRACTS and supersedes all other negotiations, representations, plans and agreements, whether written or oral.