

RESOLUTION NO. 2016-58

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF PROVIDENCE VILLAGE, TEXAS, APPROVING A CHAPTER 43 TEXAS LOCAL GOVERNMENT CODE DEVELOPMENT AGREEMENT BETWEEN THE TOWN OF PROVIDENCE VILLAGE, TEXAS AND RUTH E. CARTER, AUTHORIZING THE TOWN MANAGER TO EXECUTE THE AGREEMENT AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, on or about November 8, 2016, Joe Michael Carter as Power of Attorney for Ruth E. Carter, the owner of an area of land described herein below (the "Property") executed a Chapter 43 Texas Local Government Code Development Agreement (the "Agreement") with the Town of Providence Village, Texas (the "Town"); and

WHEREAS, the Town Council of the Town of Providence Village ("Town Council") has found and determined that the Agreement is appropriate and that it is in the best interest of the Town, to grant the Agreement.

THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF PROVIDENCE VILLAGE, TEXAS, THAT:

SECTION 1. The recitals and findings set forth above are true and correct and are incorporated into the body of this resolution as if fully set forth herein.

SECTION 2. The Agreement generally provides, among other things, that as long as no development occurs, the following described the property will remain in the Town's extraterritorial jurisdiction and will not be annexed into the town limits:

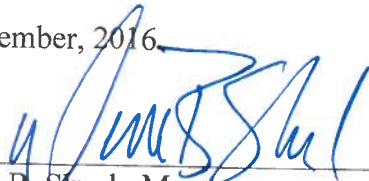
Denton CAD Property ID 52511, generally located south of Liberty Road, west of FM 2931 and east of Dr. Sanders Road and being an approximate 17.7 acre tract of land situated in the J. Bridges Survey, Abstract No. 36a, Tract 45 as described in a Warranty Deed from Verna Blanks to Ruth Carter, as recorded in Volume 1119, Page 402 of the Deed Records of Denton County, Texas SAVE AND EXCEPT the tract of land, known as Denton CAD Property ID 523415, located at 10270 Liberty Road and being an approximate 2.3 acre tract of land owned by Charles and Cheri Herp and situated in the J. Bridges Survey, Abstract No. 36a, Tracts 45a and 45b, Denton County, Texas, and being described and depicted in Exhibit A attached hereto and made a part hereof.

SECTION 3. The Town Manager is authorized to execute the Agreement attached hereto as Exhibit A.

SECTION 4. The Town Council hereby finds, determines and declares that the meeting, at which this resolution is passed, approved and adopted, was open to the public, and that the public notice of time, place and subject matter to be considered was posted as required by law.

SECTION 5. That this Resolution shall be effective from and after the date of passage as provided by law.

PASSED AND APPROVED this 28th day of November, 2016.



David B. Shuck, Mayor

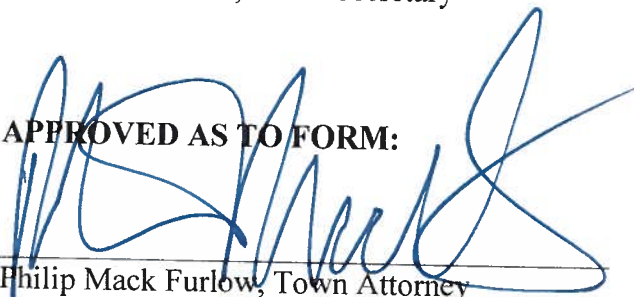
ATTEST:



Connie S. Hansen, Town Secretary



APPROVED AS TO FORM:



Philip Mack Furlow, Town Attorney

EXHIBIT A

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

STATE OF TEXAS)
)
COUNTY OF DENTON)

CHAPTER 43 TEXAS LOCAL GOVERNMENT CODE DEVELOPMENT AGREEMENT

This Agreement is entered into pursuant to Sections 43.035 and 212.172 of the Texas Local Government Code by and between the Town of Providence Village, Texas (the "Town") and the undersigned property owner(s) (the "Owner"). The term "Owner" includes all owners of the Property.

WHEREAS, the Owner owns a parcel of real property (the "Property") in Denton County, Texas, identified as DCAD ID 52511, generally located south of Liberty Road, west of FM 2931 and east of Dr. Sanders Road and being situated in the J. Bridges Survey, Abstract No. 36a, Tract 45, containing 17.7 acres, more or less, Denton County, Texas and more particularly described in Exhibit "A" and depicted in Exhibit "B" attached hereto; and

WHEREAS, the Town intends to begin the process to institute annexation proceedings on all or portions of Owner's Property in the near future; and

WHEREAS, the Owner desires to have the Property remain in the Town's extraterritorial jurisdiction, in consideration for which the Owner agrees to enter into this Agreement; and

WHEREAS, this Agreement is entered into pursuant to Sections 43.035 and 212.172 of the Texas Local Government Code, in order to address the desires of the Owner and the procedures of the Town; and

WHEREAS, the Owner and the Town acknowledge that this Agreement is binding upon the Town and the Owner and their respective successors and assigns for the term (defined below) of this Agreement; and

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

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

Section 1. The Town guarantees the continuation of the extraterritorial status of the Owner's Property, its immunity from annexation by the Town, and its immunity from Town property taxes, for the term of this Agreement, subject to the provisions of this Agreement. Except as provided in this Agreement, the Town agrees not to annex the

Property, agrees not to involuntarily institute proceedings to annex the Property, and further agrees not to include the Property in a statutory annexation plan for the Term of this Agreement. However, if the Property is annexed pursuant to the terms of this Agreement, then the Town shall provide services to the Property pursuant to Chapter 43 of Texas Local Government Code.

Section 2. The Owner covenants and agrees not to use the Property for any use other than for agriculture, wildlife management, and/or timber land consistent with Chapter 23 of the Texas Tax Code without the prior written authority of the Town Council.

The Owner covenants and agrees that the Owner will not file any type of subdivision plat or related development document for the Property, which includes but is not limited to seeking to create any special district (including but not limited to a Municipal Utility District, Fresh Water Supply District, Water Control and Improvement District, Municipal Management District, Public Improvement District, or any similar special district) within any part of the Property within the Town's extraterritorial jurisdiction ("ETJ") including by seeking to file, or filing, any legislation or any application with the Texas Commission on Environmental Quality ("TCEQ") to create any such special district (a "Development Document"), until the Property has been annexed into, and zoned by, the Town.

The Owner covenants and agrees not to construct, or allow to be constructed, any improvements or buildings on the Property that would require a permit or building permit if the Property were in the city limits, until the Property has been annexed into, and zoned by, the Town; provided, however, the Owner may make improvements to the Property with the prior written consent of the Town. The Owner also covenants and agrees that the Town's AG—Agricultural District zoning requirements apply to the Property, and that the Property shall be used only for AG—Agricultural District zoning uses that exist on that Property at the time of the execution of this Agreement, unless otherwise provided in this Agreement.

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

Section 3. The Owner acknowledges and stipulates that if any plat or Development Document is filed in violation of this Agreement, or if the Owner commences construction on or development of the Property in violation of this Agreement, then in addition to the Town's other remedies, such act will constitute an irrevocable petition for voluntary annexation by the Owner, and the Property will be subject to annexation at the discretion of the Town Council. The Owner agrees and stipulates that such annexation shall be voluntary and the Owner hereby consents to such annexation as though a petition for such annexation had been tendered by the Owner to the Town. If annexation proceedings begin pursuant to this Section, the Owner acknowledges that this Agreement serves as an exception to Local Government Code Section 43.052, requiring a municipality to use certain statutory procedures under an annexation plan. Furthermore, the Owner hereby waives any and all vested rights and claims that they may have under

Section 43.002(a)(2) and Chapter 245 of the Texas Local Government Code that would otherwise exist by virtue of any actions Owner has taken in violation of Section 2 herein. Owner acknowledges and stipulates that this Development Agreement is not a permit, as defined in Texas Local Government Code, Section 245.001(1), required by the Town.

Section 4. Pursuant to Sections 43.035(b)(1)(B) of the Texas Local Government Code, Owner agrees that the Town is authorized to enforce all of the Town's regulations, permit requirements and planning authority applicable in its city limits to future improvements on the Property that do not materially interfere with the use of the Property for agriculture, wildlife management, or timber, in the same manner the regulations are enforced within the Town's boundaries. The Town states and specifically reserves its authority pursuant to Chapter 251 of the Texas Local Government Code to exercise eminent domain over property that is subject to a Chapter 43 and/or Chapter 212 development agreement. Town regulations that apply in its extraterritorial jurisdiction will continue to apply to the Property.

Section 5. The term of this Agreement (the "Term") is ten (10) years from the date that the Town Manager's signature to this Agreement is acknowledged by a public notary. The Owner, and all of the Owner's heirs, successors and assigns shall be deemed to have filed a petition for voluntary annexation before the end of the Term, for annexation of the Property to be completed on or after the end of the Term. Prior to the end of the Term, the Town may commence the voluntary annexation of the Property. In connection with annexation pursuant to this section, the Owners hereby waives any vested rights they may have under Section 43.002(a)(2) and Chapter 245 of the Texas Local Government Code that would otherwise exist by virtue of any plat or construction any of the Owners may initiate during the time between the expiration of this Agreement and the institution of annexation proceedings by the Town.

Section 6. Property annexed pursuant to this Agreement will initially be zoned AG – Agricultural pursuant to the Town's Code of Ordinances, pending determination of the property's permanent zoning in accordance with the provisions of applicable law and the Town's Code of Ordinances.

Section 7. Any person who sells or conveys any portion of the Property shall, no later than 14 days prior to such sale or conveyance, give written notice of this Agreement to the prospective purchaser or grantee, and shall give written notice of the sale or conveyance to the Town. Furthermore, the Owner and the Owner's heirs, successor, and assigns shall give the Town written notice within 14 days of any change in the agricultural exemption status of the Property. A copy of either notice required by this section shall be forwarded to the Town at the following address:

Town of Providence Village
Attn: Town Manager
1745 FM 2931
Providence Village, Texas 76227

Section 8. A certified copy of this Agreement shall be recorded in the real property records of Denton County, Texas, and this Agreement shall constitute a covenant that runs with the Property.

Section 9. If a court of competent jurisdiction determines that any covenant of this Agreement is void or unenforceable, including the covenants regarding involuntary annexation, then the remainder of this Agreement shall remain in full force and effect.

Section 10. This Agreement may be enforced by any Owner or the Town by any proceeding at law or in equity. Failure to do so shall not be deemed a waiver to enforce the provisions of this Agreement thereafter. Notwithstanding the preceding terms of this section, the Town does not waive immunity from suit or liability.

Section 11. No subsequent change in the law regarding annexation shall affect the enforceability of this Agreement or the Town's ability to annex the properties covered herein pursuant to the terms of this Agreement.

Section 12. The validity of this Agreement and any of its terms and provisions, as well as the rights and duties of the parties, shall be governed by the laws of the State of Texas; and venue for any action concerning this Agreement shall be only in Denton County, Texas.

Section 13. This Agreement may be separately executed in individual counterparts and, upon execution, shall constitute one and same instrument.

Section 14. This Agreement shall survive its termination to the extent necessary for the implementation of the provisions of Sections 2, 3, and 4 herein.

Section 15. This Agreement embodies the complete agreement of the parties hereto, superseding all oral or written, previous and contemporary agreements between the parties and relating to the matters in this Agreement and except as otherwise provided herein, cannot be modified without written agreement of the parties to be attached to and made a part of this Agreement.

Section 16. The determinations recited and declared in the preambles to this Agreement are hereby incorporated herein as part of this Agreement.

Section 17. All exhibits to this Agreement are incorporated herein by reference for all purposes wherever reference is made to the same.

Entered into this ____ day of _____, 2016.

SIGNATURES ON NEXT PAGE

TOWN OF PROVIDENCE VILLAGE

By: _____
Name: Brian D. Roberson
Title: Town Manager
Date: _____

THE STATE OF TEXAS §
 §
COUNTY OF DENTON §

This instrument was acknowledged before me on _____, 2016, by Brian D. Roberson, Town Manager of the Town of Providence Village, Texas on behalf of said Town.

Notary Public in and for the State of TEXAS

OWNER 1: RUTH E. CARTER

By: Joe Michael Carter POA
Name: Ruth E. Carter
Title: Owner
Date: November 8th 2016

Nevada
THE STATE OF ~~TEXAS~~ §
 §
COUNTY OF Churchill §

This instrument was acknowledged before me on November 8th, 2016, by Joe Michael Carter, owner of said Property.

Melissa Alarcon
Notary Public in and for the State of TEXAS

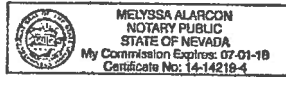


EXHIBIT "A"

All that certain 20.000 acre tract, or parcel of land situated in the J. Bridges Survey, Abstract No. 36, Denton County, Texas; said tract being part of a tract shown by deed to Mrs. Verna Blanks and recorded in Volume 578, page 389 of the Deed Records of Denton County, Texas and being more particularly described as follows:

Beginning, for the southeast corner of the tract being described herein at an iron pin set in the western right of way of Farm Market Road No. 2931 at a point South 89 degrees 50 minutes West 306.0 feet and North 00 degrees 32 minutes 20 seconds East 143.1 feet and Northerly 238.61 feet along a curve from the southeast corner of said Blanks tract same point of beginning also being the northeast corner of a 29.465 acre tract;

Thence North 89 degrees 49 minutes 30 seconds West 1946.0 feet to an iron pin set in the ground at the northwest corner of said 29.465 acre tract and in the west line of Block 8 of the Subdivision of the J. Bridges Survey, Abstract No. 36;

Thence North 01 degree 01 minute 10 seconds East with west line of Block 8 and a fence 298.3 feet to an iron pin set in the ground at the northwest corner of said Block 8;

Thence South 89 degrees 49 minutes 30 seconds East with a fence 1067.21 feet to an iron pin set in the ground at the northeast corner of Block 8 and in the west line of Block 21;

Thence North 00 degrees 27 minutes 20 seconds East 266.6 feet to a 10 inch fence corner post at the northwest corner of Block 21;

Thence South 89 degrees 27 minutes 50 seconds East with the north line of Block 21 and the center of said road a fence 1103.9 feet to an iron pin set in a right of way Flare of Farm Market Road No. 2931;

Thence South 23 degrees 29 minutes 50 seconds East with said right of way Flare 44.5 feet to an iron pin set in the ground;

Thence in a Southwesterly direction with a curve to the left whose radius is 1195.92 feet and central angle is 27 degrees 45 minutes 47 seconds a distance of 579.49 feet to the point of beginning.

SAVE AND EXCEPT

BEING ALL THAT CERTAIN TRACT OR PARCEL OF LAND SITUATED IN THE J. BRIDGES SURVEY, ABSTRACT NO. 36, DENTON COUNTY, TEXAS AND BEING A PART OF A CALLED 20.000 ACRE TRACT OF LAND DESCRIBED IN A DEED FROM VERNA BLANKS TO RUTH CARTER AS RECORDED IN VOLUME 1119, PAGE 402, DEED RECORDS, IN SAID COUNTY AND SUBJECT TRACT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A CAPPED IRON ROD SET FOR THE MOST NORTHERLY NORTHWEST CORNER OF SAID 20.00 ACRE TRACT ON THE EAST LINE OF A CALLED 2.990 ACRE TRACT OF LAND DESCRIBED IN A DEED TO MICHAEL F. FORD AS RECORDED IN COUNTY CLERK DOCUMENT NO. 96-0075325 AND THE NORTHWEST CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE SOUTH 88 DEGREES 42 MINUTES 32 SECONDS EAST LEAVING THE EAST LINE OF SAID 2.990 ACRE TRACT AND THE NORTH LINE OF SAID 20.000 ACRE TRACT ALONG THE SOUTH SIDE OF LIBERTY ROAD A DISTANCE OF 200.00 FEET TO A CAPPED IRON SET FOR THE NORTHEAST CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE SOUTH 01 DEGREES 04 MINUTES 55 SECONDS WEST LEAVING SAID NORTH LINE A DISTANCE OF 217.80 FEET TO A CAPPED IRON ROD SET FOR THE SOUTHEAST CORNER OF THE HEREIN TRACT;

THENCE NORTH 88 DEGREES 42 MINUTES 32 SECONDS WEST A DISTANCE OF 200.00 FEET TO A CAPPED IRON ROD SET AT A FENCE LINE ON THE EAST LINE OF SAID 2.990 ACRE TRACT AND THE SOUTHWEST CORNER OF THE HEREIN DESCRIBED TRACT FROM WHICH A 1/2" IRON PIPE FOUND FOR THE SOUTHEAST CORNER OF SAID 2.990 ACRE AND AN INNER ELL CORNER OF SAID 20.000 ACRE TRACT BEARS SOUTH 01 DEGREES 04 MINUTES 55 SECONDS WEST A DISTANCE OF 48.80 FEET;

THENCE NORTH 01 DEGREES 04 MINUTES 55 SECONDS EAST ALONG OR NEAR A FENCE LINE WITH THE WEST LINE THEREOF AND THE EAST LINE OF SAID

2.990 ACRE TRACT A DISTANCE OF 217.80 FEET TO PLACE OF BEGINNING ENCLOSING 1.00 ACRE OF LAND MORE OR LESS;

AND

BEING ALL THAT CERTAIN TRACT OR PARCEL OF LAND SITUATED IN THE J. BRIDGES SURVEY, ABSTRACT NO. 36, DENTON COUNTY, TEXAS AND BEING A PART OF A CALLED 20.000 ACRE TRACT OF LAND DESCRIBED IN A DEED FROM VERNA BLANKS TO RUTH CARTER AS RECORDED IN VOLUME 1119, PAGE 402, DEED RECORDS, IN SAID COUNTY AND SUBJECT TRACT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A CAPPED IRON ROD FOUND ON THE SOUTH LINE OF LIBERTY ROAD ON THE NORTH LINE OF SAID 20.000 ACRE TRACT FOR THE NORTHEAST CORNER OF A CALLED 1.00 ACRE TRACT OF LAND DESCRIBED IN A FAMILY EXCLUSION AFFIDAVIT DEED TO CHARLES HERP AND CHERI HERP AS RECORDED IN COUNTY CLERK INSTRUMENT NUMBER: 2007-71461, REAL PROPERTY RECORDS, IN SAID COUNTY;

THENCE SOUTH 88 DEGREES 42 MINUTES 32 SECONDS EAST WITH THE SOUTH LINE OF SAID ROAD AND THE NORTH LINE OF SAID 20.000 ACRE TRACT A DISTANCE OF 60.00 FEET TO A CAPPED IRON ROD SET FOR CORNER;

THENCE SOUTH 01 DEGREES 04 MINUTES 55 SECONDS WEST A DISTANCE OF 385.34 FEET TO A CAPPED IRON ROD SET FOR THE SOUTHEAST CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE NORTH 88 DEGREES 42 MINUTES 32 SECONDS WEST A DISTANCE OF 260.00 FEET TO A CAPPED IRON ROD SET FOR THE SOUTHWEST CORNER OF THE HEREIN DESCRIBED TRACT;

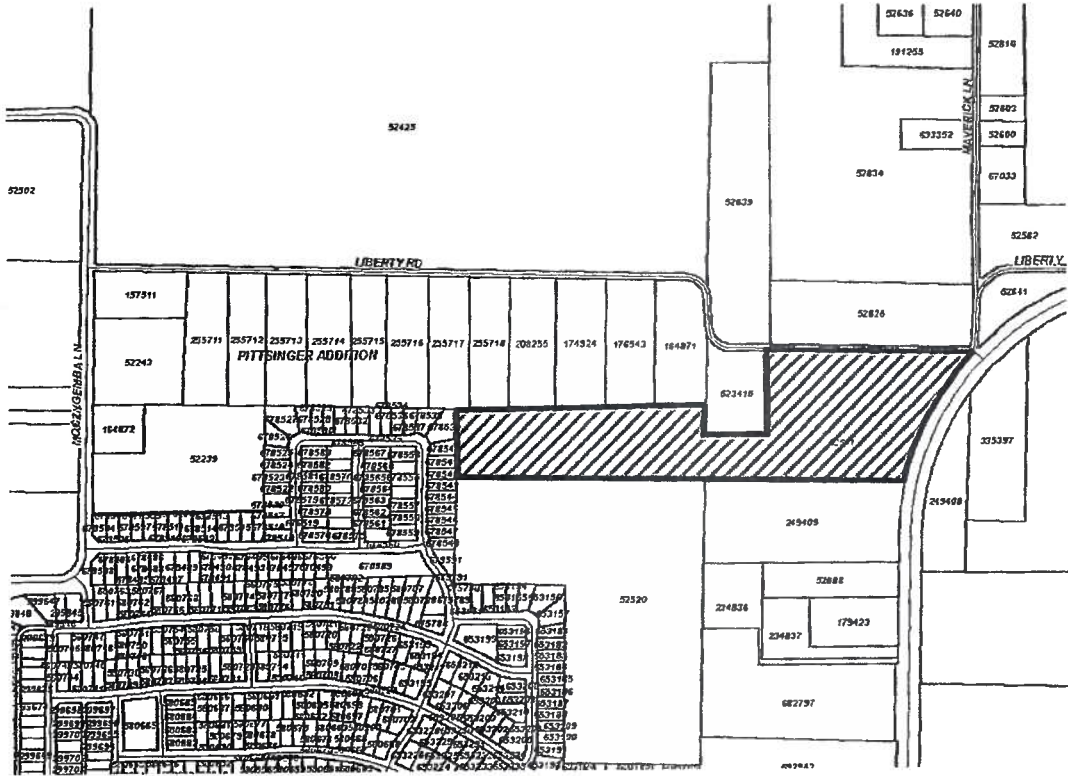
THENCE NORTH 01 DEGREES 04 MINUTES 55 SECONDS EAST PASSING AT 118.74 FEET A 1/2" PIPE FOUND FOR AN INNER ELL CORNER OF SAID 20.000 ACRE TRACT AND THE SOUTHEAST CORNER OF A CALLED 2.990 ACRE TRACT OF LAND DESCRIBED IN A DEED TO MICHAEL F. FORD AS RECORDED IN COUNTY CLERK FILE NO. 96-0075325, REAL PROPERTY RECORDS AND CONTINUING ALONG SAID COURSE ALONG OR NEAR A FENCE LINE A TOTAL DISTANCE OF 167.54 FEET TO A CAPPED IRON ROD FOUND FOR THE MOST WESTERLY NORTHWEST CORNER OF THE HEREIN DESCRIBED TRACT AND THE SOUTHWEST CORNER OF SAID 1.00 ACRE TRACT;

THENCE SOUTH 88 DEGREES 42 MINUTES 32 SECONDS EAST WITH THE SOUTH LINE THEREOF

A DISTANCE OF 200.00 FEET TO A CAPPED IRON ROD FOUND FOR THE SOUTHEAST CORNER OF SAID 1.00 ACRE TRACT;

THENCE NORTH 01 DEGREES 04 MINUTES 55 SECONDS EAST WITH THE EAST LINE THEREOF A DISTANCE OF 217.80 FEET TO PLACE OF BEGINNING ENCLOSING 1.30 ACRES OF LAND MORE OR LESS.

EXHIBIT "B"



**** Electronically Filed Document ****

Denton County
Cynthia Mitchell
County Clerk

Document Number: 2014-50911
Recorded As : ERX-POWER OF ATTORNE

Recorded On: June 02, 2014
Recorded At: 11:48:22 am
Number of Pages: 8

Recording Fee: \$54.00

Parties:
Direct- CARTER RUTH ELIZABETH
Indirect-

Receipt Number: 1169362
Processed By: Jane Kline

***** THIS PAGE IS PART OF THE INSTRUMENT *****

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



THE SEALS OF TEXAS
COUNTY OF DENTON

I hereby certify that this instrument was FILED in the File Number sequence on the date/time printed herein, and was duly RECORDED in the Official Records of Denton County, Texas.

C Mitchell

County Clerk
Denton County, Texas

DURABLE GENERAL POWER OF ATTORNEY

STATE OF TEXAS

§
§
§

KNOW ALL MEN BY THESE PRESENTS

COUNTY OF DENTON

That I, RUTH ELIZABETH CARTER, of 388 W. Purnell, Lewisville, Texas 75057, do hereby make, constitute, and appoint my spouse, BUSTER R. CARTER, of 388 W. Purnell, Lewisville, Texas 75057, my true and lawful Attorney-in-Fact, with full power to do any and every act and exercise any and every power that I might or could do or exercise through any other person and that my Attorney-in-Fact, in such Attorney-in-Fact's discretion, shall deem proper and advisable, intending hereby to vest in my Attorney-in-Fact a full and universal power of attorney, and not by way of limitation but as illustration, with full power to:

(1) accept as a gift or as security for a loan or reject, demand, buy, lease, receive, or otherwise acquire an interest in real property or a right incident to real property;

(2) sell, exchange, convey with or without covenants, quitclaim, release, surrender, mortgage, encumber, partition, consent to partitioning, subdivide, apply for zoning, rezoning, or other governmental permits, plat or consent to platting, develop, grant options concerning, lease or sublet, or otherwise dispose of an estate or interest in real property or a right incident to real property;

(3) make, acknowledge, execute, and deliver oil, gas, mineral or other natural resource leases of any real property, alone, or in conjunction with any other person or entity, under such conditions deemed proper; and make agreements and exercise every power incident to exploration, production or marketing of oil, gas, minerals, and other natural resources;

(4) release, assign, satisfy, and enforce by litigation, action, or otherwise a mortgage, deed of trust, encumbrance, lien, or other claim to real property that exists or is claimed to exist;

(5) do any act of management or of conservation with respect to an interest in real property, or a right incident to real property, owned or claimed to be owned by the principal, including power to:

(A) insure against a casualty, liability, or loss;

(B) obtain or regain possession or protect the interest or right by litigation, action, or otherwise;

(C) pay, compromise, or contest taxes or assessments or apply for and receive refunds in connection with them;

(D) purchase supplies, hire assistance or labor, or make repairs or alterations in the real property; and

(E) manage and supervise an interest in real property, including the mineral estate, by, for example, entering into a lease for oil, gas, and mineral purposes, making contracts for development of the mineral estate, or making pooling and unitization agreements;

(6) use, develop, alter, replace, remove, erect, or install structures or other improvements on real property in which the principal has or claims to have an estate, interest, or right;

(7) participate in a reorganization with respect to real property or a legal entity that owns an interest in or right incident to real property, receive and hold shares of stock or obligations received in a plan or reorganization, and act with respect to the shares or obligations, including:

(A) selling or otherwise disposing of the shares or obligations;

(B) exercising or selling an option, conversion, or similar right with respect to the shares or obligations; and

(C) voting the shares or obligations in person or by proxy;

(8) change the form of title of an interest in or right incident to real property;

(9) dedicate easements or other real property in which the principal has or claims to have an interest to public use, with or without consideration.

(10) sell and enter into contracts for the sale of all or any part of my personal property, tangible or intangible, wherever situated with full power to deliver possession of said personal property and execute in my name any documents necessary to transfer title to said personal property, including bills of sale or other documents of title, taking any security interest for any unpaid balance deemed proper;

(11) lease, purchase, acquire, and take possession of any personal property, tangible or intangible, or any interest therein, on such terms and conditions deemed proper;

(12) sell, buy, contract to sell, or contract to buy, for cash or other consideration, on such terms and conditions deemed desirable, to or from such persons or entities as deemed advisable, and do any acts necessary or proper to transfer, assign, convey, or vote (including, but not limited to, calling of meetings of directors or shareholders or making and giving consents and ratifications), by proxy or otherwise, all my right, title, and interest in all or part of my stocks, bonds, commodity futures, futures, options, commodity contracts, puts, calls or other securities of any kind, wherever located and whether owned by me or standing in my name on the books of any company or brokerage firm;

(13) deposit in my account with any bank, broker, trust company, or financial institution any check, monies, bills of exchange, drafts, promissory notes, and other securities for money payable or belonging to me; sign my name and endorse the same for deposit or collection; from time to time withdraw any monies deposited in my account and draw checks or drafts in my name; open bank accounts in my name; and pay any debts or expenses incurred by me or incurred on my behalf by my Attorney-in-Fact pursuant to the authority given by me;

(14) borrow money from such sources and on such terms deemed fit and proper, upon the security of any of my property, either real, personal, or otherwise, and execute, sign, acknowledge, and deliver in such form as may be required or requested any promissory note, mortgage, security agreement or any other instrument that may be required to give to the lender the right to resort to my property as security for repayment of any such loan;

(15) loan my money with or without interest to such sources and on such terms deemed fit and proper, with or without taking security either real, personal, or otherwise, and receive any promissory note, mortgage, security agreement or any other instrument that may be deemed fit to secure the loan if any security is required;

(16) enter any safety deposit box in my name in any bank and withdraw and take therefrom anything contained therein; open new safe deposit boxes and close out any safe deposit boxes;

(17) deal with any insurance company or agency with regard to any existing policy, pay premiums, make policy renewals, and purchase additional insurance of any type coverage;

(18) collect, sue on, compromise, settle, discharge, release, arbitrate, prosecute, or fail to prosecute any claim, debt, lien, or right of action held by me or against me;

(19) deal with any government administrative agency, federal, state, county, city, local, or otherwise, with regard to any matter in which I may have an interest, including but not limited to, any tax matter or controversy and any matter concerning the payment of benefits such as Social Security or Medicare;

(20) contract with, employ, compensate, and dismiss any agent, clerk, servant, attorney, accountant, investment advisor, or other person or contract for, or terminate any service of any kind, as deemed proper, and determine whether or not to act upon the advice of any such agent;

(21) continue, manage, actively transact, and pursue any business in which I may have an interest; incorporate, liquidate, or in any manner change the form of carrying on any business;

(22) join with my spouse or my spouse's estate in filing joint income tax returns;

(23) prepare, sign, and file all tax returns and pay all taxes required by law by any jurisdiction; file claims for abatement and refund; request extensions of time; exercise any elections; act in my behalf in all tax matters of all kinds and for all periods before all persons representing the Internal Revenue Service or any taxing authority; file petitions to the tax court or any other court regarding tax matters; and sign and/or agree to any tax related document or procedure, including, but not limited to, receipts, offers, waivers, consents, powers of attorney, closing agreements, receipt of confidential information and the posting of bonds;

(24) expend income or principal of my estate for the health, education, maintenance, and support of myself and my dependents;

(25) purchase for me United States of America Treasury Bonds of the kind which are redeemable at par in payment of federal estate taxes and to arrange for the safekeeping and custody of any such treasury bonds;

(26) convey any and all assets of my estate (consisting of any real, personal, or mixed property, of whatever kind, wheresoever located and whensoever acquired) into such trust or trusts as my agent shall deem proper, irrespective of whether said trust is now in existence or hereinafter established. My agent shall be empowered to create and transfer assets to a revocable

management trust for my benefit which will revert to my estate at my death on such terms as my agent shall deem to be in my best interest;

(27) consent to any gifts made by my spouse as being made one-half by me for gift tax purposes as long as such consents do not exceed the annual exclusion for Federal Gift Taxes;

(28) convey or release any contingent or expectant interests in property, any rights of survivorship incident to a joint tenancy, tenancy by the entirety, joint bank accounts, or trust bank account, and marital property rights;

(29) take against the will of my spouse after my spouse's death and disclaim any interest in property which I am required to disclaim as a result of such election;

(30) exercise the right to revoke a revocable trust or surrender the right to revoke a revocable trust of which I am not a beneficiary;

(31) elect payment options and ownership designation on any insurance policy, annuity, individual retirement account, pension plan or other retirement benefit, whether such designation was originally made by me or not, borrow money on any insurance policy, surrender any life insurance policy for its cash value, assigning any life insurance policy, and pledge any life insurance policy for a loan;

(32) disclaim within the meaning of Section 37A of the Texas Probate Code, Section 112.010 of the Texas Trust Code, and Section 2518 of the Internal Revenue Code, any interest passing to me by testate or intestate succession, inter vivos transfer or otherwise; and,

(33) make gifts to my spouse and my issue (including any Attorney-in-Fact who may be my spouse) in amounts not exceeding Eleven Thousand and no/100 Dollars (\$11,000.00) annually to any one of them; however, any gift to my Attorney-in-Fact shall not exceed the greater of Five Thousand and no/100 Dollars (\$5,000.00) or five percent (5%) of my net estate but shall in no respect exceed Eleven Thousand and no/100 Dollars (\$11,000.00). Gifts may be in fee simple, through custodianship, expenditure on their behalf or upon such terms, trusts, conditions, and limitations as deemed proper; however, all gifts shall be made in such manner as to qualify in their entirety for the annual exclusion from the Federal Gift Tax.

If any third party (including, but without limitation stock transfer agents, title insurance companies, banks, credit unions, and savings and loan associations) with whom my agent seeks to transact refuses to recognize my agent's authority to act on my behalf pursuant to this power of attorney, I authorize my agent to sue and recover from such third party all resulting damages, costs, expenses and attorney's fees that are incurred because of such failure to act. The costs, expenses and attorney's fees incurred in bringing such action shall be charged against my general assets, to the extent that they are not recovered from said third party.

FURTHER, I state with regard to this Durable General Power of Attorney as follows:

(1) I authorize my Attorney-in-Fact to execute on my behalf any documents necessary or convenient in the performance of any act;

(2) I agree to hold harmless any person who may act in reliance upon the

authority granted to my Attorney-in-Fact hereby;

(3) my Attorney-in-Fact shall not be personally liable for any act done under the authority of this Durable General Power of Attorney except for acts constituting gross misconduct or fraud;

(4) self-dealing by my Attorney-in-Fact is permitted, and my Attorney-in-Fact may buy or sell, either directly or indirectly, any of my property from or to my Attorney-in-Fact, an affiliate, a relative, employer, partner, or business associate;

(5) with regard to any life insurance policy on the life of my Attorney-in-Fact, the Attorney-in-Fact shall not exercise any incident of ownership within the meaning of Internal Revenue Code, Section 2042;

(6) my Attorney-in-Fact shall be reimbursed for expenses advanced upon my behalf but for services rendered shall not be entitled to compensation;

(7) this Durable General Power of Attorney shall continue in full force and effect until revoked by an instrument in writing, executed and acknowledged by the undersigned, or until actual notice of revocation is received by any third party relying on this Power of Attorney;

(8) I authorize the Attorney-in-Fact or agent to indemnify and hold harmless any third party who accepts and acts under the power of attorney;

(9) in the event BUSTER R. CARTER shall predecease me or fail or refuse to qualify, or die, resign, or become unable to serve as my Attorney-in-Fact, I hereby appoint my son, JOE MICHAEL CARTER and my granddaughter, CHERI' HERP, in this order, as my successor Attorney-in-Fact, and all the powers, duties and responsibilities granted and imposed upon BUSTER R. CARTER shall devolve upon and be executed by my son, JOE MICHAEL CARTER, or my granddaughter, CHERI' HERP.

This Power of Attorney shall take effect upon my disability or incapacity, and shall remain in effect and may be relied upon fully unless hereafter revoked by an instrument signed by me. It shall be filed for record in the County of my residence, Texas, and any subsequent revocation shall also be filed for record in said County.

IN WITNESS WHEREOF, I have hereunto set my hand on this the 6th day of May, 2004.

Ruth Elizabeth Carter
Ruth Elizabeth Carter

[Signature]
Witness
1022 W. Sherman Dr
Address
Aubrey TX 76201
City, State, Zip

[Signature]
Witness
1120 THORNHILL CIRCLE
Address
ARLINGTON, TX 76010
City, State, Zip

PHYSICIAN'S CERTIFICATE WITH NEEDS ASSESSMENT

(Please print clearly or type)

I, ^{Bo Chang}
Ruth Carter, M.D.
Physician's Full Name, am a physician licensed to practice in the State of Nevada.

I examined Ruth Carter, an adult, on 4/14/1920
Patient's Full Name Date of Exam

This adult patient suffers from (Diagnosis): dementia, muscle weakness, hypothyroidism

which is a Permanent Condition Temporary Condition.

I certify that this adult patient is unable to respond (check all that apply; at least one must be provided):

- To a substantial and immediate risk of physical harm.
- To an immediate need for medical attention.
- To a substantial and immediate risk of financial loss.

Describe immediate risk or need: Maximum assistance needed

Attached hereto is (check all that apply; at least one must be provided):

- A copy of my report of the above exam which includes my findings, opinion and diagnosis regarding the patient and his/her mental condition and/or capacity.
- A copy of the patient's chart notes which support and/or detail my findings, opinion and diagnosis regarding the patient and his/her mental condition and/or capacity.
- A letter, signed by me, detailing my findings, opinion and diagnosis regarding the patient and his/her mental condition and/or capacity.

My opinion of the patient's mental capacity and/or ability to function independently without assistance of others is _____