
TERMINATION OF ANNEXATION DEVELOPMENT AGREEMENTS

This Termination of Annexation Development Agreements (this "Termination"), effective as of _____, 2019 (the "Effective Date") is entered into by and between **THE CITY OF ELGIN, TEXAS** (the "City"), and **CLAYTON PROPERTIES GROUP, INC.**, a Tennessee corporation doing business in Texas as Brohn Homes ("Brohn").

A. The City and Russell Franklin Boyd entered into: (i) an Annexation Development Agreement dated December 23, 2015, recorded as Document No. 201516548 in the Official Public Records of Bastrop County, Texas, and as Document No. 2016002572 in the Official Public Records of Travis County, Texas; and (ii) an Annexation Development Agreement dated December 23, 2015, recorded as Document no. 201516549 in the Official Public Records of Bastrop County, Texas, and as Document No. 2016002573 in the Official Public Records of Travis County, Texas (collectively, the "Boyd Agreements").

B. The City and The Eugene R. & Judy A. Kanak Living Trust entered in an Annexation Development Agreement dated December 23, 2015, recorded as Document No. 201516544 in the Official Public Records of Bastrop County, Texas, and as Document No. 2016002571 in the Official Public Records of Travis County, Texas (the "Kanak Agreement").

C. Brohn is the owner of the real property subject to the Boyd Agreements and the Kanak Agreement.

D. The City and Brohn desire to terminate the Boyd Agreements and the Kanak Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is acknowledged, the City and Brohn agree as follows:

1. Termination and Release. The Boyd Agreements and the Kanak Agreement are hereby terminated in their entirety and are of no further force or effect.

2. Binding Effect. This Termination shall be binding upon, and will inure to the benefit of, the parties hereto and their respective legal representatives, successors and assigns (including all subsequent owners of the Property).

3. Counterpart Execution. This Termination may be executed in multiple counterparts, each of which will be an original, but all of which will constitute one instrument.

EXECUTED by the City and Brohn on the separate counterpart signature pages attached to this Termination, all to be effective as of the Effective Date.

[Remainder of page intentionally left blank. Signature pages follow.]

COUNTERPART SIGNATURE PAGE FOR ATTACHMENT TO
TERMINATION OF ANNEXATION DEVELOPMENT AGREEMENTS

Executed by the undersigned on the date set forth hereinbelow.

CITY:

CITY OF ELGIN, TEXAS

By: _____
Chris Cannon, Mayor

THE STATE OF TEXAS §

COUNTY OF BASTROP §

This instrument was acknowledged before me this ____ day of _____, 2019 by Chris Cannon, Mayor of the City of Elgin, Texas, on its behalf.

(SEAL)

Notary Public Signature

COUNTERPART SIGNATURE PAGE FOR ATTACHMENT TO
TERMINATION OF ANNEXATION DEVELOPMENT AGREEMENTS

Executed by the undersigned on the date set forth hereinbelow.

BROHN:

CLAYTON PROPERTIES GROUP, INC., a
Tennessee corporation doing business in Texas as Brohn
Homes

By: _____
Adam B. Boenig, Vice President

THE STATE OF TEXAS §

COUNTY OF _____§

This instrument was acknowledged before me this ____ day of _____, 2019 by Adam B. Boenig, Vice President of Clayton Properties Group, Inc., a Tennessee corporation doing business in Texas as Brohn Homes, on behalf of said corporation.

(SEAL)

Notary Public Signature