



December 13, 2023

Rick Carmona
Mayor

Grady Simpson
Council Member
District 2

Mayrani Velazquez
Mayor Pro Tem
District 3

Stephanie Thomas
Deputy Mayor Pro Tem
District 4

Phil Robison
Council Member
District 5

Mike Sims
City Manager

Extraterritorial Jurisdiction Release No.: 11-2023

Property Owner: Richard and Jeanne Webster

Property ID: 9423, 2140 and 2153

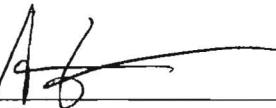
Address of Property: 11729 CR 309, Terrell, TX 75160

Dear Property Owner:

A Petition for Release of Property from the Extraterritorial Jurisdiction of the City of Terrell was received from Richard and Jeanne Webster on December 8, 2023. In accordance with Senate Bill No. 2038 as duly enacted by the 88th Texas Legislature establishing Section 42.101-105 of the Texas Local Government Code, the Petition requested the release of property owned by Petitioner/s from the City's extraterritorial jurisdiction as more particularly described in the Petition attached.

After review and finding the Petition to be sufficient, the property described in the Petition is hereby released from the Extraterritorial Jurisdiction of the City of Terrell, effective December 13, 2023.

CITY OF TERRELL, TEXAS

By: 
Mike Sims, City Manager

Attest:



Dawn Steil, City Secretary



REC'D DEC 08 REC'D
Dawn Steil

PETITION TO BE RELEASED FROM EXTRATERRITORIAL JURISDICTION

NOW COME Richard Webster and Jeanne Webster, the owner or owners of the majority in value of an area consisting of one or more parcels of land in the extraterritorial jurisdiction of the City of Terrell, Texas, to petition the City of Terrell, Texas, in accordance with Texas Local Government Code Section 42, Subchapter D, for the area, described in attached Exhibit A and shown in attached Exhibit B, to be released from the extraterritorial jurisdiction of the City of Terrell, Texas.

This petition is signed below by a majority in value of the holders of title of land in the area described by the petition, as indicated by the tax rolls of the applicable central appraisal district, and an online record of such is attached as Exhibit C.

The below signatories certify that the area of land subject of this petition is not:

(1) within five miles of the boundary of a military base, as defined by Texas Local Government Code Section 43.0117, at which an active training program is conducted;

(2) in an area that was voluntarily annexed into the extraterritorial jurisdiction that is located in a county:

(A) in which the population grew by more than 50 percent from the previous federal decennial census in the federal decennial census conducted in 2020; and

(B) that has a population greater than 240,000;

(3) within the portion of the extraterritorial jurisdiction of a municipality with a population of more than 1.4 million that is:

(A) within 15 miles of the boundary of a military base, as defined by Texas Local Government Code Section 43.0117, at which an active training program is conducted; and

(B) in a county with a population of more than two million;

(4) in an area designated as an industrial district under Texas Local Government Code Section 42.044; or

(5) in an area subject to a strategic partnership agreement entered into under Texas Local Government Code Section 43.0751.

SIGNATURES:

X Jeanne Webster
PRINTED NAME: Jeanne Webster
DATE OF BIRTH: [REDACTED] P [REDACTED]
RESIDENCE ADDRESS: 11729 C.R. 309
TERRELL, TX. 75161
DATE OF SIGNING: 12-7-2023

X Richard Webster
PRINTED NAME: RICHARD WEBSTER
DATE OF BIRTH: [REDACTED]
RESIDENCE ADDRESS: 11729 C.R. 309
TERRELL, TX. 75161
DATE OF SIGNING: 12-7-2023

EXHIBIT A

**DESCRIPTION OF THE BOUNDARIES
OF THE LAND**

3/13

08101

WARRANTY DEED

THE STATE OF TEXAS }
COUNTY OF KAUFMAN }

O
P
R

That the undersigned, JEANNE WEBSTER (hereinafter referred to as "Grantor", whether one or more), for and in consideration of the sum of TEN AND NO/100 (\$10.00) DOLLARS and other good and valuable cash consideration, the receipt and sufficiency of which are hereby acknowledged, to the undersigned in hand paid by the Grantee herein, have Granted, Sold and Conveyed, and by these presents do Grant, Sell and Convey unto RICHARD WEBSTER (hereinafter referred to as "Grantee", whether one or more), whose mailing address is 11729 C.R. 309 Terrell, TX 75161 an undivided one-half (½) interest in and to the following described property, to-wit:

All that certain lot, tract or parcel of land, part of the A. BENNETT SURVEY, A-20, Kaufman County, Texas, part of that certain called 56.0 acre tract conveyed to P. H. Reynolds by M. W. Pratt, et al on December 10, 1909, and recorded in Volume 133, Page 272 of the Deed Records of Kaufman County, Texas, and being more completely described as follows, to-wit:

BEGINNING at a 1/2" iron rod in the southeast line of the above mentioned 56° acre tract, in the centerline of a County Road and being S 44° 15' W 720.00 feet from the east corner of said tract;

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THENCE S 44° 15' W continuing with the said tract line and said centerline, a distance of 40.00 feet to a 1/2" iron rod for corner;

THENCE N 46° 43' 44" W with a fence on the southwest side of a lane, a distance of 849.21 feet to a 1/2" iron rod at a fence corner;

THENCE S 53° 30' W, with a fence, a distance of 199.00 feet to a 1/2" iron rod for corner;

THENCE N 35° 07' 31" W a distance of 420.36 feet to a 1/2" iron rod;

THENCE N 51° 30' E a distance of 438.00 feet to a 1/2" iron rod;

THENCE S 35° 12' 32" E a distance of 435.64 feet to a 1/2" iron rod in a fence line;

THENCE S 53° 30' W, with said fence, a distance of 199.00 feet to a 1/2" iron rod at a fence corner in the northeast line of a lane;

THENCE S 46° 46' 16" E with said line and said fence, a distance
of 842.79 feet to the PLACE OF BEGINNING, CONTAINING
5.0699 ACRE OF LAND of which 0.023 of an acre is within said
County Road.

This conveyance is made subject to all and singular the restrictions, zoning laws,
regulations and enactments of municipal or other governmental authorities, mineral reservations
and royalties, conditions, easements, covenants and maintenance charges, if any, applicable to
and enforceable against the above described property as reflected by the records of the County
Clerk of Kaufman County, Texas.

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 Grantee, Grantee's heirs,
personal representatives, successors (if applicable) and assigns forever; and the said Grantor does
hereby bind Grantor, Grantor's heirs, personal representatives, successors (if applicable) and
assigns, to WARRANT AND FOREVER DEFEND all and singular the said premises unto the
said Grantee, Grantee's heirs, personal representatives, successors (if applicable) and assigns,
against every person whomsoever lawfully claiming or to claim the same or any part thereof.

(Signature{s} on following page)

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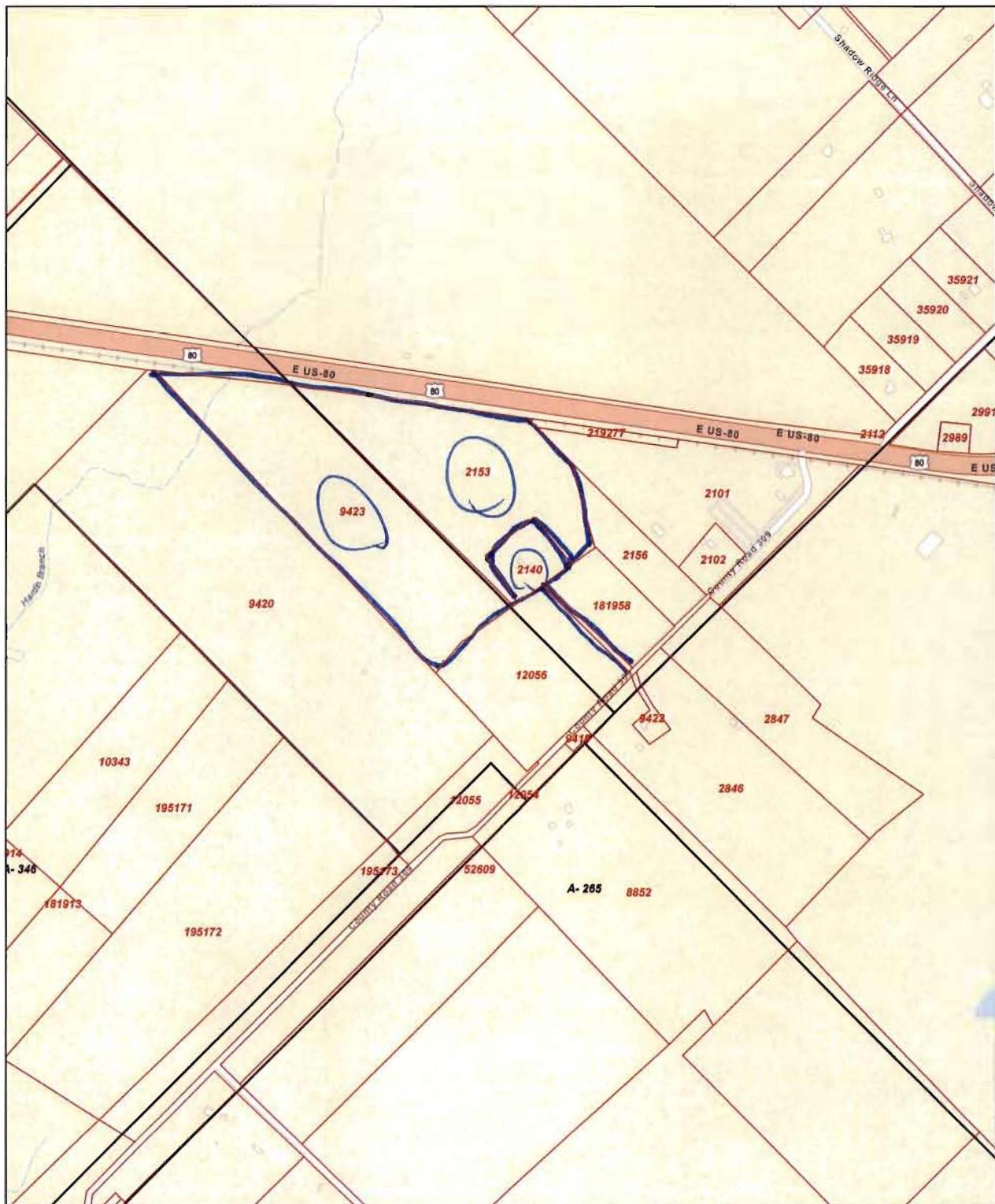
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EXHIBIT B

MAP OF THE LAND

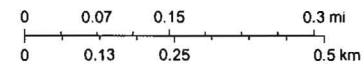
Kaufman CAD Web Map



12/5/2023, 3:45:30 PM

- Abstracts
- Parcels

1:9,028

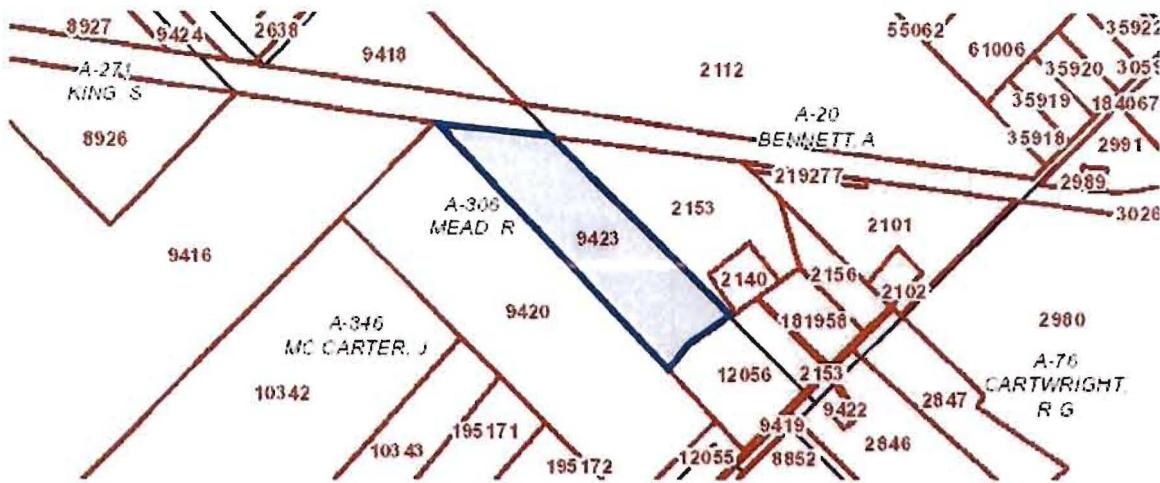


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Disclaimer: This product is for informational purposes only and has not been prepared for or be suitable for legal, engineering, or surveying purposes. It does not represent an on-the-ground survey and represents only

EXHIBIT C

TAX ROLL RECORDS

Map**Property Details****Account****Property ID:** 9423**Geographic ID:**
99.0306.0000.0030.03.06.00**Type:** Real**Zoning:****Property Use:****Condo:****Location****Situs Address:** 0 CO RD 309 TX**Map ID:** D5-A-1**Mapsco:****Legal Description:** R MEADE**Abstract/Subdivision:** A0306 - RICHARD MEADE**Neighborhood:** 28-001**Owner****Owner ID:** 38434**Name:** WEBSTER JEANNE**Agent:****Mailing Address:** 11729 CO RD 309
TERRELL, TX 75160**% Ownership:** 100.0%**Exemptions:** For privacy reasons not all exemptions are shown online.**Property Values****Improvement Homesite Value:** \$0 (+)**Improvement Non-Homesite Value:** \$0 (+)**Land Homesite Value:** \$0 (+)

Land Non-Homesite Value: \$0 (+)

Agricultural Market Valuation: \$279,693 (+)

Market Value: \$279,693 (=)

Agricultural Value Loss: -\$276,253 (-)

Appraised Value: \$3,440 (=)

Homestead Cap Loss: -\$0 (-)

Assessed Value: \$3,440

Ag Use Value: \$3,440

VALUES DISPLAYED ARE 2023 CERTIFIED VALUES.

Information provided for research purposes only. Legal descriptions and acreage amounts are for appraisal district use only and should be verified prior to using for legal purpose and or documents. Please contact the Appraisal District to verify all information for accuracy.

■ Property Taxing Jurisdiction

Owner: WEBSTER JEANNE %Ownership: 100.0%

Entity	Description	Tax Rate	Market Value	Taxable Value
3F	KC ESD #3 (TERRELL)	0.100000	\$279,693	\$3,440
CAD	KAUFMAN CAD	0.000000	\$279,693	\$3,440
KC	KAUFMAN COUNTY	0.328958	\$279,693	\$3,440
P3	PRECINCT 3	0.000000	\$279,693	\$3,440
RB	ROAD & BRIDGE	0.082500	\$279,693	\$3,440
ST	TERRELL ISD	1.068200	\$279,693	\$3,440
TV	TRINITY VALLEY CC	0.110990	\$279,693	\$3,440

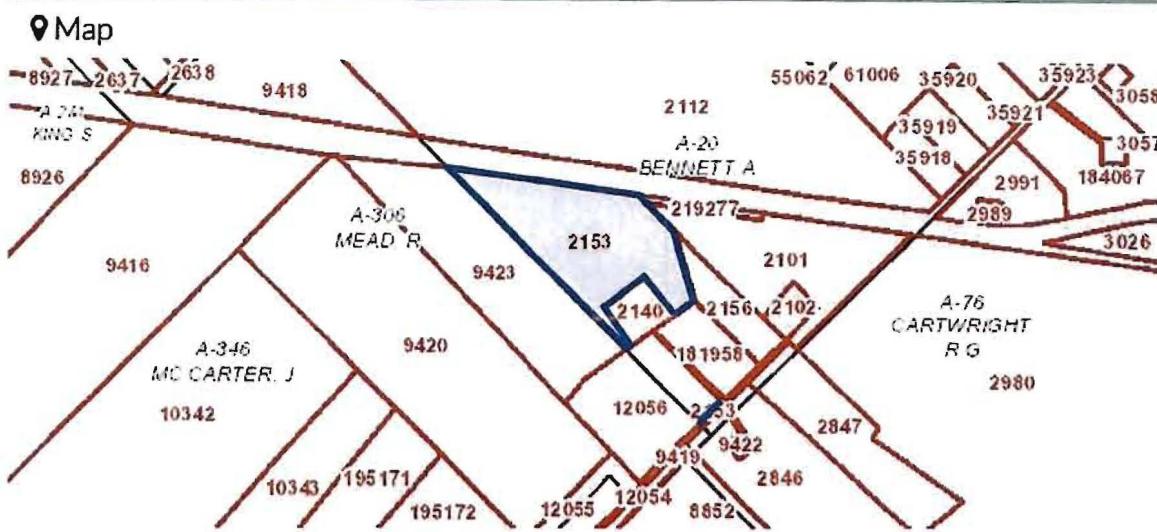
Total Tax Rate: 1.690648

■ Property Land

Type	Description	Acreage	Sqft	Eff Front	Eff Depth	Market Value	Prod. Value
ZB	IMPROVED PASTURES	23.2680	1,013,554.08	0.00	0.00	\$279,693	\$3,440

Property Roll Value History

Year	Improvements	Land Market	Ag Valuation	Appraised	HS Cap Loss	Assessed
2024	N/A	N/A	N/A	N/A	N/A	N/A
2023	\$0	\$279,693	\$3,440	\$3,440	\$0	\$3,440
2022	\$0	\$251,800	\$3,403	\$3,403	\$0	\$3,403
2021	\$0	\$163,353	\$3,174	\$3,174	\$0	\$3,174
2020	\$0	\$105,180	\$3,030	\$3,030	\$0	\$3,030
2019	\$0	\$105,180	\$2,940	\$2,940	\$0	\$2,940
2018	\$0	\$107,410	\$3,140	\$3,140	\$0	\$3,140
2017	\$0	\$107,410	\$3,140	\$3,140	\$0	\$3,140
2016	\$0	\$85,930	\$3,140	\$3,140	\$0	\$3,140
2015	\$0	\$85,930	\$3,140	\$3,140	\$0	\$3,140
2014	\$0	\$85,930	\$3,140	\$3,140	\$0	\$3,140
2013	\$0	\$85,930	\$3,440	\$3,440	\$0	\$3,440



Property Details

Account

Property ID:	2153	Geographic ID:	99.0020.0000.0185.00.06.00
Type:	Real	Zoning:	
Property Use:		Condo:	

Location

Situs Address:	0 CO RD 309 TX		
Map ID:	D5-A-1	Mapsco:	
Legal Description:	A BENNETT, 40.842 ACRES		
Abstract/Subdivision:	A0020 - A BENNETT		

Neighborhood: 28-001

Owner

Owner ID:	38434
Name:	WEBSTER JEANNE

Agent:

Mailing Address:	11729 CO RD 309 TERRELL , TX 75160
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% Ownership: 100.0%

Exemptions: For privacy reasons not all exemptions are shown online.

Property Values

Improvement Homesite Value:	\$0 (+)
Improvement Non-Homesite Value:	\$0 (+)
Land Homesite Value:	\$0 (+)

Land Non-Homesite Value:	\$0 (+)
Agricultural Market Valuation:	\$490,941 (+)
Market Value:	\$490,941 (=)
Agricultural Value Loss: ⓘ	\$484,902 (-)
Appraised Value:	\$6,039 (=)
Homestead Cap Loss: ⓘ	\$0 (-)
Assessed Value:	\$6,039
Ag Use Value:	\$6,039

VALUES DISPLAYED ARE 2023 CERTIFIED VALUES.

Information provided for research purposes only. Legal descriptions and acreage amounts are for appraisal district use only and should be verified prior to using for legal purpose and or documents. Please contact the Appraisal District to verify all information for accuracy.

Property Taxing Jurisdiction

Owner: WEBSTER JEANNE %Ownership: 100.0%

Entity	Description	Tax Rate	Market Value	Taxable Value
3F	KC ESD #3 (TERRELL)	0.100000	\$490,941	\$6,039
CAD	KAUFMAN CAD	0.000000	\$490,941	\$6,039
KC	KAUFMAN COUNTY	0.328958	\$490,941	\$6,039
P3	PRECINCT 3	0.000000	\$490,941	\$6,039
RB	ROAD & BRIDGE	0.082500	\$490,941	\$6,039
ST	TERRELL ISD	1.068200	\$490,941	\$6,039
TV	TRINITY VALLEY CC	0.110990	\$490,941	\$6,039

Total Tax Rate: 1.690648

Property Land

Type	Description	Acreage	Sqft	Eff Front	Eff Depth	Market Value	Prod. Value
ZB	IMPROVED PASTURES	40.8420	1,779,077.52	0.00	0.00	\$490,941	\$6,039

Property Roll Value History

Year	Improvements	Land Market	Ag Valuation	Appraised	HS Cap Loss	Assessed
2024	N/A	N/A	N/A	N/A	N/A	N/A
2023	\$0	\$490,941	\$6,039	\$6,039	\$0	\$6,039
2022	\$0	\$441,982	\$5,973	\$5,973	\$0	\$5,973
2021	\$0	\$286,731	\$5,571	\$5,571	\$0	\$5,571
2020	\$0	\$184,630	\$5,320	\$5,320	\$0	\$5,320
2019	\$0	\$184,630	\$5,160	\$5,160	\$0	\$5,160
2018	\$0	\$188,540	\$5,510	\$5,510	\$0	\$5,510
2017	\$0	\$188,540	\$5,510	\$5,510	\$0	\$5,510
2016	\$0	\$150,830	\$5,510	\$5,510	\$0	\$5,510
2015	\$0	\$150,830	\$5,510	\$5,510	\$0	\$5,510
2014	\$0	\$150,830	\$5,510	\$5,510	\$0	\$5,510
2013	\$0	\$150,830	\$6,050	\$6,050	\$0	\$6,050

Map**Property Details****Account**

Property ID: 2140 **Geographic ID:**
99.0020.0000.0135.00.06.00

Type: Real **Zoning:**

Property Use: Condo:

Location

Situs Address: 11729 CO RD 309 TERRELL, TX 75161

Map ID: D5-A-1 **Mapsco:**

Legal Description: A BENNETT, 5.07 ACRES, & HOUSE

Abstract/Subdivision: A0020 - A BENNETT

Neighborhood: 28-RVFR/LC

Owner

Owner ID: 30135

Name: WEBSTER JEANNE & RICHARD

Agent:

Mailing Address: 11729 CO RD 309
TERRELL , TX 75161

% Ownership: 100.0%

Exemptions: DVHS - Disabled Veteran Homestead
HS - HOMESTEAD

For privacy reasons not all exemptions are shown online.

Property Values

Improvement Homesite Value: \$213,117 (+)

Improvement Non-Homesite Value:	\$0 (+)
Land Homesite Value:	\$60,944 (+)
Land Non-Homesite Value:	\$0 (+)
Agricultural Market Valuation:	\$0 (+)
Market Value:	\$274,061 (=)
Agricultural Value Loss: 	\$0 (-)
Appraised Value:	\$274,061 (=)
Homestead Cap Loss: 	\$119,312 (-)
Assessed Value:	\$154,749
Ag Use Value:	\$0

VALUES DISPLAYED ARE 2023 CERTIFIED VALUES.

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■ Property Taxing Jurisdiction

Owner: WEBSTER JEANNE & RICHARD %Ownership: 100.0%

Entity	Description	Tax Rate	Market Value	Taxable Value
3F	KC ESD #3 (TERRELL)	0.100000	\$274,061	\$0
CAD	KAUFMAN CAD	0.000000	\$274,061	\$0
KC	KAUFMAN COUNTY	0.328958	\$274,061	\$0
P3	PRECINCT 3	0.000000	\$274,061	\$0
RB	ROAD & BRIDGE	0.082500	\$274,061	\$0
ST	TERRELL ISD	1.068200	\$274,061	\$0
TV	TRINITY VALLEY CC	0.110990	\$274,061	\$0

Total Tax Rate: 1.690648

■ Property Improvement - Building

Description: HOUSE Type: REAL PROPERTY State Code: E1 Living Area: 1,714.00sqft Value: \$189,853

Type	Description	Class CD	Exterior Wall	Year Built	SQFT
LA	LIVING AREA	RVFR1	20 - Brick		1,224.00
ACPA	Carport, Attached Average	*		0	364.00
CP	Porch, Covered	*			112.00
ADNA	Addition, Average	*		2006	490.00
CP	Porch, Covered	*		1988	133.00
CP	Porch, Covered	*		1988	80.00
DC	Detached Caport	DCA		1988	460.00

Description: OUTBUILDINGS Type: REAL PROPERTY State Code: E4 Living Area: 0.00sqft Value: \$23,264

Type	Description	Class CD	Year Built	SQFT
OB	OUT BUILDING	86SA	2006	966.00
OB	OUT BUILDING	MP10	2006	1,152.00

■ Property Land

Type	Description	Acreage	Sqft	Eff Front	Eff Depth	Market Value	Prod. Value
01HS	HOMESITE	5.0700	220,849.20	0.00	0.00	\$60,944	\$0

■ Property Roll Value History

Year	Improvements	Land Market	Ag Valuation	Appraised	HS Cap Loss	Assessed
2024	N/A	N/A	N/A	N/A	N/A	N/A
2023	\$213,117	\$60,944	\$0	\$274,061	\$119,312	\$154,749
2022	\$234,194	\$54,866	\$0	\$289,060	\$148,379	\$140,681
2021	\$164,784	\$35,594	\$0	\$200,378	\$72,486	\$127,892
2020	\$128,440	\$22,920	\$0	\$151,360	\$35,095	\$116,265
2019	\$121,430	\$22,920	\$0	\$144,350	\$38,655	\$105,695
2018	\$79,240	\$23,410	\$0	\$102,650	\$6,564	\$96,086
2017	\$73,220	\$23,410	\$0	\$96,630	\$9,279	\$87,351
2016	\$60,690	\$18,720	\$0	\$79,410	\$0	\$79,410
2015	\$66,900	\$18,720	\$0	\$85,620	\$0	\$85,620
2014	\$68,760	\$18,720	\$0	\$87,480	\$0	\$87,480
2013	\$70,590	\$18,720	\$0	\$89,310	\$0	\$89,310

■ Property Deed History

Deed Date	Type	Description	Grantor	Grantee	Volume	Page	Number
4/9/2003	Deed	Deed	WEBSTER, RICHARD	WEBSTER JEANNE & RICHARD	2180	618	8101
4/9/2003	Deed	Deed	WEBSTER JEANNE	WEBSTER, RICHARD	2180	618	8101
4/26/2002	Deed	Deed	ROSENBAUM, ROSEMARY ESTATE	WEBSTER, JEANNE	1988	463	8865

GUEST & GRAY

ATTORNEYS AT LAW

CIVIL CLIENT INFORMATION FORM

INSTRUCTIONS: answer all questions truthfully and completely. The information you enter in this questionnaire is confidential and protected by attorney-client privilege. The information will not be disclosed to anyone outside this office, except in the course of rendering legal services on your behalf or unless otherwise required by law. **Have we ever represented the other party to this matter? If yes, please see the receptionist immediately. If you are not sure please provide the receptionist with the full name of that party before proceeding.**

How did you hear about our firm? ()Google/Yelp ()Aavo ()Social Media (x)Other Terrell Tribune

Your Full Legal Name: Jeanne Rose Webster (male) (female)

Home Address:

11779 CR 309

City: Terrell State: TX Zip Code: 75161

Mailing Address (if different from home): Same

County of Residence: Kaufman Have lived at current address since: 2003

Phone Number 1: 903-8336277 Phone Number 2: _____

Email Address: Webster.jeanne.309@gmail.com (this will be used as the primary source of communication)

Social Security No: 4152-92-3624 Driver's License No: 05644634

U.S. Citizen? YES NO

Employer: N/A

Work Address: _____

Work Phone: _____ Job Title: _____

Have works here since: _____ Salary/ Earnings: \$ _____

Emergency Contact, and Relation to You: Cony Webster 781-636-2228

Phone Number: 781-636-2228 Information may and can be released to the individual listed. You must notify our firm in writing if you wish to remove this contact from your case information.

OTHER PARTY INFORMATION

Full Legal Name of Other Party: City of Terrell

Address: _____

County of Residence: _____ Have lived at current address since: _____

Home Phone: _____ Mobile Phone: _____

Email Address: _____

Social Security No.: _____ Driver's License No.: _____

Date of Birth: _____ State/Country of Birth: _____

Other Party's Employer: _____

Work Address: _____

Work Phone: _____ Job Title: _____

Have worked here since: _____ Salary/Earnings: \$ _____

Is other party represented by an attorney in this matter? no

If yes, name of attorney/firm: h o

Is your consultation regarding an existing case? If so, please provide the following:

Did you file the case? Yes () No (X)

If you checked No: Date were you served on? **Attorney listed on documents:**

County Case Filed In: Cause No.: Hearing Date:

Please provide in depth details as to what you are requesting to consult with the attorney regarding.

Include Full Name of all parties involved.



**AGREEMENT FOR LEGAL SERVICES
CIVIL**

STATE OF TEXAS

§

§

COUNTY OF KAUFMAN

§

THIS IS AN AGREEMENT between Guest & Gray, P.C., (hereinafter referred to as "Attorney"), whose principal office address is 315 S. Bois D' Arc, Forney, TX 75126, Cory Webster/ Jeannie Webster hereinafter referred to as "Client"), whereby Client retains and employs Attorney to represent Client for the purpose of Kaufman County ETJ removal.

WITNESS:

Client hereby agrees and contracts with Attorney for legal services to be provided for and on behalf of Client in the representation of Client. Representation includes any and all activities performed by a law firm to advance Client's interests or pursue or investigate any claim on behalf of Client. Attorney is hereby authorized and empowered through this document to use and employ such other persons and/or entities that Attorney deems necessary.

Client hereby gives Attorney Client's power of attorney to execute all documents connected with this cause for Attorney is retained- including pleadings, contracts, checks and/or drafts, settlement agreements, compromises and/or releases, verifications, dismissals and/or orders, and all other documents which Client could properly execute.

ARTICLE 1

FEES/BILLING

1.01 In the determination of the retainer, hourly rates, and other fees to be charged Client, Attorney considers the following factors -

- a) The time and labor required, the novelty and difficulty of the questions involved, and the skill requisite to perform the legal services properly;

- b) The likelihood, if apparent to Client, that the acceptance of the particular employment will preclude any other employment by Attorney;
- c) The fee customarily charged in the locality for similar legal services;
- d) The amount involved and the results obtained;
- e) The time limitations imposed by Client or by the circumstances;
- f) The nature and length of the professional relationship with Client;
- g) The experience, reputation, and ability of the lawyer or lawyers performing the services; and
- h) Whether the fee is fixed or contingent.

1.03 INITIAL RETAINER- In consideration for Attorney's initial acceptance and review of this case, Client shall pay Attorney an initial retainer fee in the amount of **\$ 1,000.00**.

Client agrees that this initial retainer fee is only a deposit to secure Attorney's services. Client understands this is not a flat fee agreement and that the initial retainer fee is not an estimate of the total cost. Client understands that Attorney and staff will bill hourly against this retainer, including all costs, expenses, and fees. Client understands that it is likely this initial retainer will be depleted, and additional funds will be required. Client's failure or inability to pay additional fees will allow Attorney to withdraw from representation of Client in the matter.

1.04 Client agrees and understands that the Chief of the Civil Section is Scott Gray. Mr. Gray handles section case supervision and management. The day-to-day handling of the case, hearings, and communications may be performed by other lawyers and assistants. Client agrees that Mr. Gray may assign other persons to work on this matter or as lead counsel.

1.05 Time- Client agrees that the time expended by Attorney will be recorded and billed to Client in minimum tenths of an hour increments at the following rates:

Lawyer time will be billed at the rate of \$350-\$450 per hour.

Staff (including but not limited to paralegal, law clerks, legal assistants) time will be billed at \$180.00 per hour.

Client agrees that Attorney shall bill Client for all efforts to advance Client's interest or pursue Client's claims. These billable activities include, but are not limited to legal research, drafting, conferences, telephone calls, emails, communications, texts, preparation of discovery, investigation of facts, preparation for and appearances in court, Zoom or other video conferences, and other tasks necessary to handle the matter adequately.

1.06 Fees and Expenses- Client agrees to pay for all costs and expenses associated with pursuing this matter. These costs and expenses include, but are not limited to, deposition costs, copies, delivery fees, filing fees, travel expenses, accountant's fees, appraiser's fees, consultant's fees, parking, postage, and any other fees incurred on Client's behalf. If Attorney is required to pay a surety bond at any time during this contract, the client will be liable to pay all monies back within fifteen days of the bond payment.

1.07 Should it become necessary to refer this matter or any part of this matter to another attorney or law firm, Attorney will advise Client of any fee-sharing arrangement. This fee-sharing arrangement will include (a) the identity of all lawyers or law firms who will participate in the fee-sharing arrangement, (b) the basis upon which the fees will be divided among the other lawyers, law firms and Attorney, and (c) the share of the fee that each lawyer or law firm will receive, or the basis upon which the division will be made.

1.08 Client agrees that in the event of a settlement or award to Client, Attorney may deduct and collect any unpaid fees, expenses, charges, or past due balance or invoice owing by

Client.

1.09 It is further understood and agreed that fees for any and all legal services rendered by the Attorney on behalf of the Client after or after settlement and final adjudication, specifically exclusive of appeal, shall be governed by the preceding paragraphs. Client awards Attorney any attorney's fees, statutory or otherwise, as additional compensation and such fees are earned when awarded.

1.10 Attorney will provide the Client with periodic invoices showing time and expenses incurred. Client agrees to accept invoices through CLIO or by email. All

invoices are due and payable upon receipt. Accounts over 45 days shall accrue interest at the rate of 1.5% per month.

ARTICLE 2

FAVORABLE OUTCOME NOT GUARANTEED

2.01 Client agrees that Attorney has not promised Client any outcome in this matter. Client agrees Attorney has never made a representation that would lead Client to believe a favorable outcome is guaranteed. Client agrees that litigation is inherently uncertain, and that after investigation, Attorney may have a different assessment of the case's merits.

2.02 Return of Claim to Client- Attorney may decide, after an investigation into the law and facts, to decline further representation and return this claim to Client. Client agrees that this action would release Attorney from any future action or liability, and end Attorney's duties to litigate on Client's behalf.

ARTICLE 3

MISCELLANEOUS PROVISIONS

3.01 All sums due under this Agreement are due and payable in Forney, Kaufman County, Texas, in the United States of America.

3.02 Qualified Domestic Relations Orders (QDROs) Qualified domestic relations orders (QDROs) are orders required under federal law to effectuate a division of some retirement plans. Drafting QDROs requires special expertise and experience. Guest & Gray, P.C. does not draft QDROs. If Client's case requires a QDRO Guest & Gray, P.C. client agrees to secure outside counsel to assist. Client will be expected to make a separate arrangement and pay the fees associated with preparing a QDRO.

3.03 NO TAX ADVICE- Attorney does not provide tax advice. Client agrees to obtain independent tax advice should the need arise. Client will not seek tax advice from Attorney.

3.04 **Arbitration Agreement-** While we would hope that no dispute would ever arise out of our representation or this agreement, you and the firm agree that any disputes arising out of or connected with this agreement (including, but not limited to the services performed by Guest and Gray) shall be submitted to binding arbitration in Kaufman County, Texas, in accordance with appropriate statutes of the State of Texas and the Commercial Arbitration Rules of the American Arbitration Association (except, however, that this does not apply to any claims made by the firm for the recovery of its fees and expenses). Except as may be required by law, neither a party nor an arbitrator may disclose the existence, content, or results of any arbitration hereunder without the prior written consent of both parties.

3.05 **CLIO- INVOICES- CLIENT FILE** Client agrees to immediately set up and maintain an account with the firm's file management system- CLIO. The account must be set up with a secure email account. Client shall keep their CLIO account secure. Client agrees to accept billing and invoices through CLIO. Client agrees to accept all copies of documents or other files through CLIO. Client agrees to download copies directly from CLIO. Client understands that Attorney may not keep a physical paper file in this matter, and that the CLIO documents and data should be considered the Client's file. Should Client ever seek or request a copy of his file, Client agrees to download all materials via CLIO. Client shall not request a paper copy of Client file. If the Attorney is required to provide a paper copy Client agrees to pay \$1 per page, plus \$180 per hour for staff time to print and organize the file.

3.06 Client agrees that if they should at any time become displeased or dissatisfied with any aspect whatsoever of the Attorney's representation, or if they should at any time have serious questions concerning the Attorney's representation, they will immediately notify the Attorney of that fact in writing by certified mail, return receipt requested.

3.07 If Client submits any negative, unfavorable, slanderous, libelous, false, or misleading statement or message on any public internet forum, website, review platform, online message board, or other electronic media regarding Attorney's services or performance, then Client waives any privilege to the extent necessary for Attorney to respond to each allegation.

3.08 **Acknowledgement of Collection Efforts -** Client consents that should such Client's account become delinquent, Client authorizes Attorney to disclose client

information to third parties (including a company or law firm providing debt collection services) to assist Attorney in collecting any balance owed by Client. Client consents that any delinquent account or past due balance may be sold, assigned, or transferred to a 3rd party at the discretion of Guest and Gray, P.C.

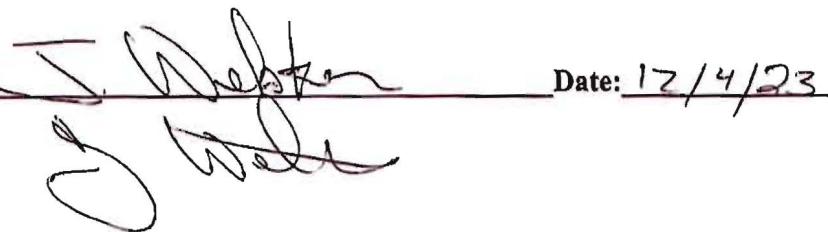
ARTICLE 4

ENTIRE AGREEMENT OF THE PARTIES

4.01 This contract embodies the entire agreement of the parties hereto with respect to the matters herein contained, and it is agreed that this contract may not be modified or revoked unless by written agreement signed by both parties and a copy is attached hereto and made a part hereof. By signing this contract, Client acknowledges that all questions or concerns about this agreement have been addressed and that Client considers this agreement fair and reasonable.

This contract is performable in KAUFMAN County, Texas.

Client Signature:

A handwritten signature in black ink, appearing to read "S. Weston", is written over a horizontal line. Below the line, there is a smaller, less distinct handwritten signature.

Date: 12/4/23