
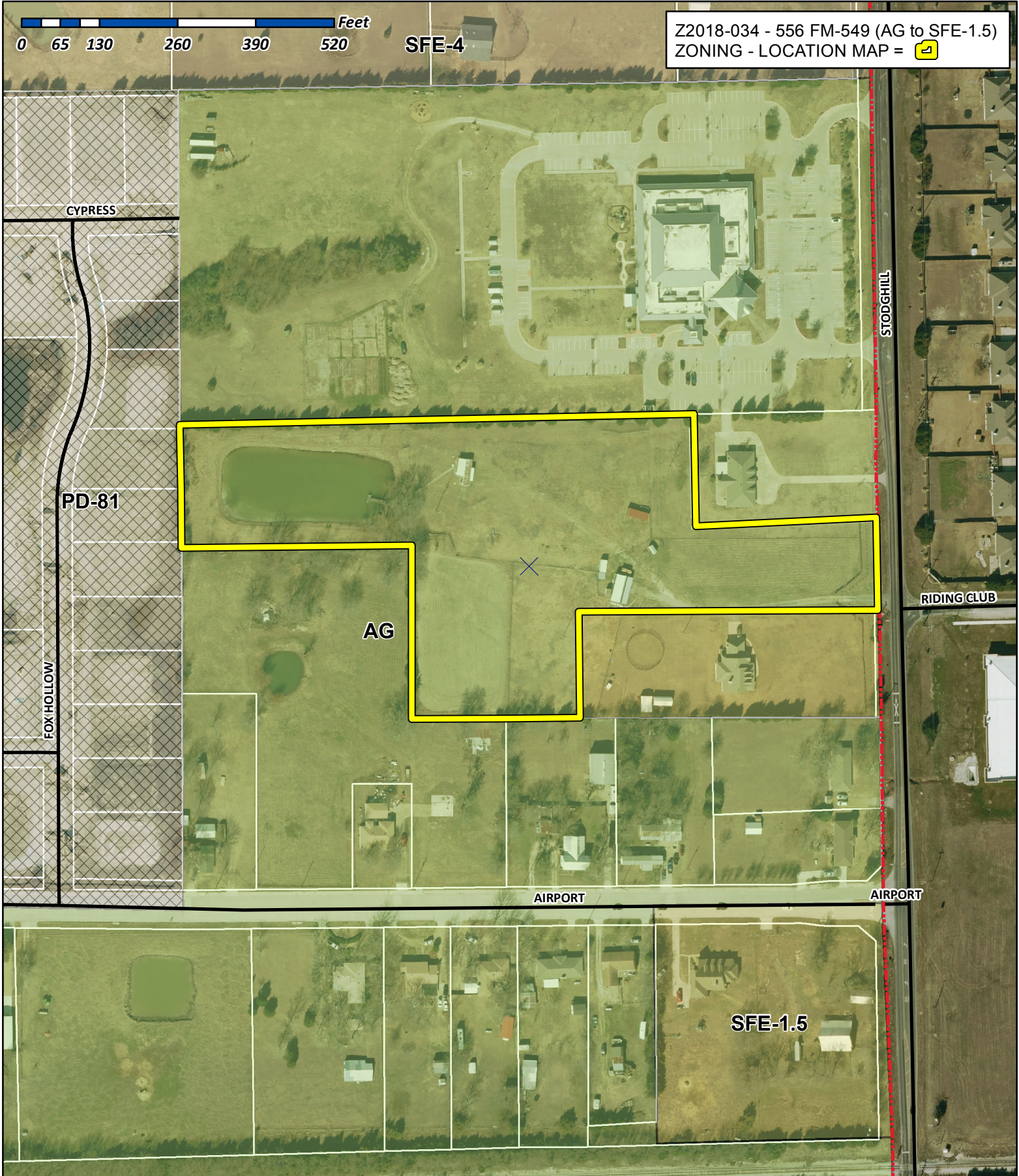


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Z2018-034 - 556 FM-549 (AG to SFE-1.5)  
ZONING - LOCATION MAP = 

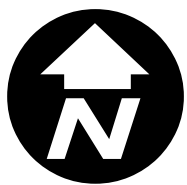
SFE-4



# City of Rockwall

Planning & Zoning Department  
 385 S. Goliad Street  
 Rockwall, Texas 75032  
 (P): (972) 771-7745  
 (W): www.rockwall.com

The City of Rockwall GIS maps are continually under development and therefore subject to change without notice. While we endeavor to provide timely and accurate information, we make no guarantees. The City of Rockwall makes no warranty, express or implied, including warranties of merchantability and fitness for a particular purpose. Use of the information is the sole responsibility of the user.

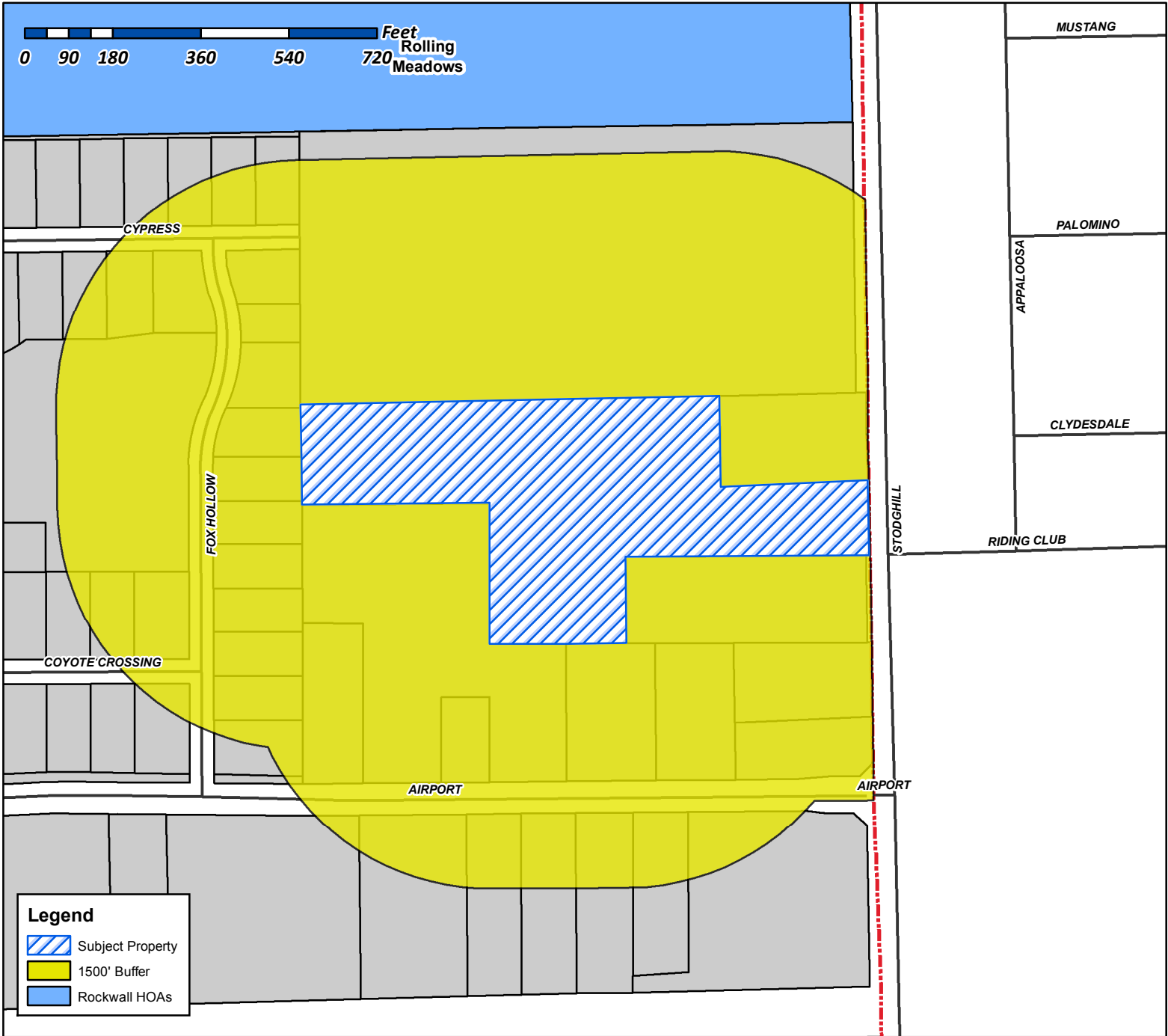




# City of Rockwall

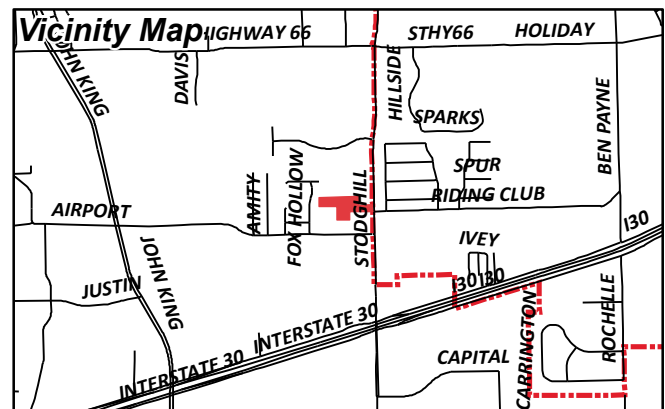
Planning & Zoning Department  
385 S. Goliad Street  
Rockwall, Texas 75087  
(P): (972) 771-7745  
(W): www.rockwall.com

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**Case Number:** Z2018-034  
**Case Name:** Zoning Change (AG to SFE-1.5)  
**Case Type:** Zoning  
**Zoning:** Agriculture (AG) District  
**Case Address:** 556 FM-549

**Date Created:** 7/25/2018  
 For Questions on this Case Call (972) 771-7745

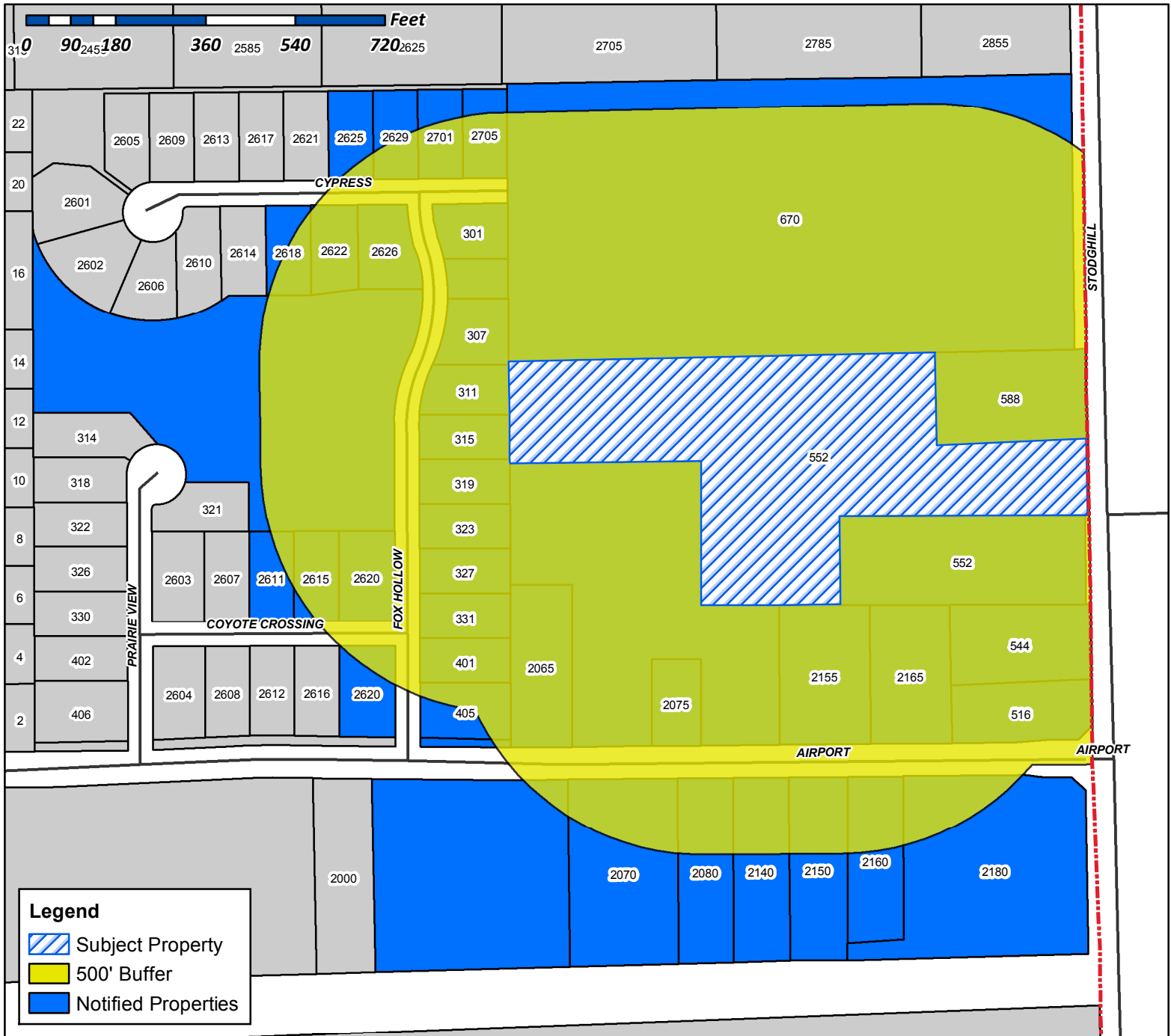




# City of Rockwall

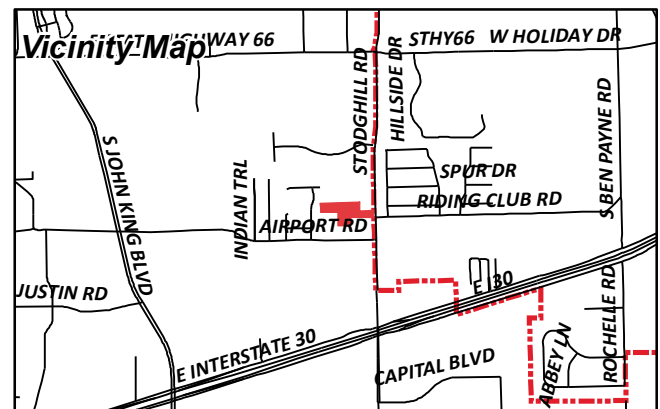
Planning & Zoning Department  
 385 S. Goliad Street  
 Rockwall, Texas 75087  
 (P): (972) 771-7745  
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**Case Number:** Z2018-034  
**Case Name:** Zoning Change (AG to SFE-1.5)  
**Case Type:** Zoning  
**Zoning:** Agriculture (AG) District  
**Case Address:** 556 FM-549

**Date Created:** 07/24/2018  
 For Questions on this Case Call (972) 771-7745



SCHUELER BARBARA JEAN AND  
MARK SCHUELER  
1401 WHITEWATER DR  
BERTRAM, TX 78605

DEVOLL JAMES DAVID &  
JUDY KAY LARSON  
1721 BRIAROAKS DR  
FLOWER MOUND, TX 75028

SPRINGER OUIDA MRS  
2000 AIRPORT RD  
ROCKWALL, TX 75087

WHD FAMILY TRUST  
WILL H DOUGLAS TRUSTEE  
2065 AIRPORT RD  
ROCKWALL, TX 75087

CURRENT ADDRESS  
2070 AIRPORT RD  
ROCKWALL, TX 75087

EPTON JEREMY L  
2075 AIRPORT RD  
ROCKWALL, TX 75087

STANDLEY VEANETA TRUSTEE  
OF THE VEANETA B STANDLEY FAMILY TR  
2080 AIRPORT RD  
ROCKWALL, TX 75087

GRIFFIN PATTY C & J T  
2140 AIRPORT RD  
ROCKWALL, TX 75087

CURRENT ADDRESS  
2150 AIRPORT RD  
ROCKWALL, TX 75087

CURRENT ADDRESS  
2155 AIRPORT RD  
ROCKWALL, TX 75087

PUCKETT DONNA MAY & MIKE  
2160 AIRPORT RD  
ROCKWALL, TX 75087

CURRENT ADDRESS  
2165 AIRPORT RD  
ROCKWALL, TX 75087

SPEARMAN MAHLON A & SHELLY S  
2180 AIRPORT RD  
ROCKWALL, TX 75087

CURRENT ADDRESS  
2611 COYOTE CROSSING  
ROCKWALL, TX 75087

CURRENT ADDRESS  
2615 COYOTE CROSSING  
ROCKWALL, TX 75087

CURRENT ADDRESS  
2618 CYPRESS DR  
ROCKWALL, TX 75087

CURRENT ADDRESS  
2620 COYOTE CROSSING  
ROCKWALL, TX 75087

CURRENT ADDRESS  
2622 CYPRESS DR  
ROCKWALL, TX 75087

CURRENT ADDRESS  
2625 CYPRESS DR  
ROCKWALL, TX 75087

CURRENT ADDRESS  
2626 CYPRESS DR  
ROCKWALL, TX 75087

CURRENT ADDRESS  
2629 CYPRESS DR  
ROCKWALL, TX 75087

CURRENT ADDRESS  
2701 CYPRESS DR  
ROCKWALL, TX 75087

CURRENT ADDRESS  
2705 CYPRESS DR  
ROCKWALL, TX 75087

CURRENT ADDRESS  
301 FOX HOLLOW DR  
ROCKWALL, TX 75087

CURRENT ADDRESS  
307 FOX HOLLOW DR  
ROCKWALL, TX 75087

CURRENT ADDRESS  
311 FOX HOLLOW DR  
ROCKWALL, TX 75087

CURRENT ADDRESS  
315 FOX HOLLOW DR  
ROCKWALL, TX 75087

CURRENT ADDRESS  
319 FOX HOLLOW DR  
ROCKWALL, TX 75087

CURRENT ADDRESS  
323 FOX HOLLOW DR  
ROCKWALL, TX 75087

CURRENT ADDRESS  
327 FOX HOLLOW DR  
ROCKWALL, TX 75087

CURRENT ADDRESS  
331 FOX HOLLOW DR  
ROCKWALL, TX 75087

CURRENT ADDRESS  
401 FOX HOLLOW DR  
ROCKWALL, TX 75087

CURRENT ADDRESS  
405 FOX HOLLOW DR  
ROCKWALL, TX 75087

JUNOD HELEN M  
516 FM 3549 STODGHILL RD  
ROCKWALL, TX 75087

CURRENT ADDRESS  
544 FM3549 STODGHILL RD  
ROCKWALL, TX 75087

CURRENT ADDRESS  
552 FM3549 STODGHILL RD  
ROCKWALL, TX 75087

CURRENT ADDRESS  
588 STODGHILL RD  
ROCKWALL, TX 75087

LAKESIDE CHURCH OF CHRIST OF RW  
C/O EASTRIDGE CHURCH OF CHRIST  
670 STODGHILL RD  
ROCKWALL, TX 75087

RIDGECREST SF LTD  
8214 WESTCHESTER 0  
DALLAS, TX 75225

THREE SISTERS LIVING TRUST  
JEANETTE LENORA FAIN CORNELIUS AND  
PATTY C GRIFFIN CO TRUSTEES 0  
ROCKWALL, TX 75087

BOOZE BONNIE MAE  
PO BOX 304  
FATE, TX 75132

PEOPLES BILLY W  
PO BOX 35  
ROCKWALL, TX 75087

MAYNARD VON & CAROLYM  
PO BOX 838  
FATE, TX 75132

All that certain lot, tract or parcel of land situated in the E.M. ELLIOTT SURVEY, ABSTRACT NO. 77, City of Rockwall, Rockwall County, Texas, and being a part of that 9.033 acres tract as described in a Warranty deed from Cal Cary and Betty Cary to Jess Devoll and Pat J. Devoll, dated September 18, 2000 and being recorded in Volume 1967, Page 79 of the Real Property Records of Rockwall County, Texas, and being more particularly described as follows:

BEGINNING at a 1/2" iron rod found for corner in the West right-of-way line of F.M. Highway 3549, said point being S. 00 deg. 28 min. 03 sec. W., 200.26 feet and N. 89 deg. 14 min. 03 sec. W., 24.69 from a 3/8" iron rod found for corner at the Northeast corner of a 10.33 acres tract of land as described in a Deed to Cal Cary, as recorded in Volume 957, Page 88 of the Real Property Records of Rockwall County, Texas;

THENCE in a southerly direction along a curve to the left having a central angle of 01 deg. 23 min. 29 sec, a radius of 5050.00 feet, a tangent of 61.32 feet, a chord of S. 00 deg. 43 min. 06 sec. E., 122.62 feet, along said right-of-way line, an arc distance of 122.63 feet to a 1/2" iron rod with yellow plastic cap stamped "R.S.C.I. RPLS 5034" set for corner in the north line of Lot 1, Block 1, Maynard Place, an Addition to the City of Rockwall, Texas, according to the Plat thereof recorded in Cabinet G, Slide 351 of the Plat Records of Rockwall County, Texas;

THENCE N. 89 deg. 14 min. 03 sec. W. a distance of 479.70 feet to a 1/2" iron rod found for corner at the northwest corner of Lot 1, Block 1, Maynard Place;

THENCE S. 00 deg. 16 min. 26 sec. W. along the west line of said addition, a distance of 176.69 feet to a 1/2" iron rod found for corner at the southwest corner of same and in the south boundary line of said Devoll tract;

THENCE N. 89 deg. 17 min. 46 sec. W. along the south line of Devoll tract, a distance of 285.23 feet to a 1/2" iron rod found for corner;

THENCE N. 01 deg. 13 min. 24 sec. E. a distance of 285.38 feet to a 1/2" iron rod found for corner;

THENCE N. 88 deg. 55 min. 35 sec. W. a distance of 378.89 feet to a 1/2" iron rod found for corner at the west most southwest corner of Devoll tract;

THENCE N. 01 deg. 09 min. 28 sec. E. along the west line of Devoll tract, a distance of 212.62 feet to a 3/8" iron rod found for corner at the northwest corner of same;

THENCE S. 89 deg. 11 min. 50 sec. E. a distance of 778.01 feet to a 1/2" iron rod found for corner at the northwest corner the 1.70 acres save & except tract in Deed recorded in Volume 1967, Page 79 of the Real Property Records of Rockwall County, Texas;

THENCE S. 00 deg. 20 min. 27 sec. W. a distance of 199.93 feet to a 1/2" iron rod found for corner;

THENCE S. 89 deg. 14 min. 03 sec. E. a distance of 345.88 feet to the POINT OF BEGINNING and containing 6.96 acres of land.

# Last Will and Testament

OF

JESSE E. DEVOLL

THE STATE OF TEXAS

§

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF ROCKWALL

§

§

THAT I, Jesse E. Devoll, of Rockwall County, Texas, being of sound and disposing mind and memory, do make, declare, and publish this, my Last Will and Testament, hereby revoking all other wills and codicils by me made at any time heretofore.

## ARTICLE I.

### PAYMENT OF EXPENSES AND TAXES

I direct that all my just debts and funeral expenses and all federal and state estate and inheritance taxes imposed upon my estate or any beneficiary thereof, including the portion of any such tax as is attributable to the proceeds of policies of insurance on my life receivable by a beneficiary other than my Executor, hereinafter named, be paid in full out of my estate as soon after my death as is convenient. However, this direction is not obligatory on my Executor and said Executor is specifically given the right to renew and extend, in any form that my Executor may deem best, any debt or charge existing at the time of my death which seems, in said Executor's judgment, for the best interest of my estate, and similarly, my Executor shall have the right and power to incur indebtedness and to borrow money for the purposes of paying any or all of the aforesaid debts, expenses and taxes.

## ARTICLE II.

### MARITAL AND FAMILY STATUS

My estate consists of separate property and community property owned by my wife, Pat J. Devoll (hereinafter sometimes referred to as "my wife"), and me. I have two (2) children born of a previous marriage, viz., Judy Kay Larson, of Denton County, Texas, and Carolyn Gay Maynard, of Rogers County, Oklahoma, and my wife, Pat J. Devoll, has one (1) child born of a previous marriage, viz., James David Devoll, of Maricopa County, Arizona. Each are adults at the time of making this my Last Will and Testament. For purposes of this instrument, Judy Kay Larson, Carolyn Gay Maynard, and James David Devoll are referred to herein as "my children" or "a child of mine." I do not by this Will intend to dispose of the community interest of my said wife in our community property, nor do I intend by this Will to dispose of or effect the disposition of the proceeds of any policy of life insurance on my life which is payable to designated beneficiaries other than my estate. I do, however, by this Will intend to dispose of all of my community interest in my said community property, and all of my separate property.

## ARTICLE III.

### SPECIFIC BEQUESTS

**3.1 Personal Effects.** I give and bequeath to my beloved wife, Pat J. Devoll, if she survives me, my (I) intimate personal effects (such as my jewelry, clothing, books, china and

silverware), (ii) furniture and furnishings (wheresoever located), (iii) objects of art, (iv) automobiles, (v) club memberships, (vi) all other personal and household chattels and personal property pertaining to my residence or residences, and (vii) all policies of insurance pertaining to the said properties; to the extent such properties and policies may be owned by me at the date of my death. If my wife shall not survive me, the bequests and devises made to her herein shall lapse, and my Executor is authorized to distribute same among my surviving children, with particular items to be allocated as they may agree, or if they cannot agree, as my Executor shall deem appropriate. In case of any distribution to any of my children who may be minors, my Executor may distribute to such minors or to the guardian or custodian of such minors or may hold such articles in trust until such minors come of age, and any such distribution shall constitute full acquittance of my Executor hereunder. If none of my children survive me, my Executor is authorized, but not directed, in my Executor's discretion, to sell any such property and the proceeds of any such sale, or such property if it is not sold, shall be added to and become a part of my residuary estate.

**3.2 Letter to Executor.** Notwithstanding anything to the contrary herein contained, I may leave in my safety deposit box or among my personal effects a letter or memorandum bearing my signature and containing certain wishes with respect to the distribution of my personal effects and other items of tangible personal property, which letter or memorandum in writing is not to be construed as part of my Will or probated with it, but shall merely serve as a suggestion to my Executor concerning the distribution of such personal effects. In the event that I fail to leave such a letter or memorandum bearing my signature or to the extent that such letter or memorandum fails to cover all of my personal effects and tangible personal properties, I give and bequeath said items to my beloved wife, Pat J. Devoll, if she survives me. If my wife shall not survive me, the bequests and devises made to her herein shall lapse, and my Executor is authorized to distribute same to my children, Judy Kay Larson, Carolyn Gay Maynard, and James David Devoll, in equal shares, per stirpes. In case of any distribution to any beneficiary who may be a minor, my Executor may distribute to such minor, or to the guardian or custodian of such minor, or may hold such articles in trust until such minor(s) comes of age, and any such distribution shall constitute full acquittance of my Executor hereunder. If none of my children survive me, my Executor is authorized, but not directed, in my Executor's sole discretion, to sell any such property and the proceeds of any such sale, or such property if it is not sold, shall be added to and become a part of my residuary estate.

**3.3 Employee Benefit Plans.** I specifically give, bequeath, and devise unto my wife, Pat J. Devoll, if she shall survive me, all of my right, title, and interest, if any, in all Individual Retirement Accounts, Employee Benefit Plans and other retirement plans established for the account of my wife.

**3.4 Personal Residence.** I specifically give, bequeath, and devise unto my wife, Pat J. Devoll, if she shall survive me, all of my right, title, and interest in and to any real property constituting the principal residence in which we may be residing at the date of my death, to the extent owned by me at the date of my death, including all fire and casualty or other insurance held with reference thereto, but subject to any trust deed, mortgage, or other encumbrance, and all unpaid real estate taxes and special assessments which are a lien at the date of my death. If my wife does not survive me, the bequests and devises made to her herein shall lapse, and my Executor is authorized, but not directed, in my Executor's discretion, to sell any such real property constituting my residence at the time of my death, and the proceeds of any such sale, or such real property if it is not sold, shall be added to and become a part of my residuary estate.

**3.5 Marital Deduction Gift in Trust.**

a. **Amount of Gift.** If my wife survives me, I give to my Trustee (hereinafter named), IN TRUST, to be administered as provided in this Section, an amount of property equal in value to (I) the unlimited federal estate tax marital deduction available to my estate minus (ii) the value for federal estate tax purposes of all items in my gross estate which pass or have passed to my wife in a form qualifying for the deduction otherwise than under this Section; provided, however, this gift shall be reduced by the amount, if any, needed to increase my taxable estate, as determined for federal estate tax purposes, to the largest amount which, after allowing for the unified credit against the federal estate tax but no other credit, will result in no federal estate tax being payable by



my estate. In making the computations necessary to determine the amount of this gift, the final determination of the federal estate tax proceedings of my estate shall control. My Executor shall transfer to the trust created under this Section only those properties in my estate which qualify for the marital deduction and shall value each such property at the time of its distribution. Interest on the gift herein made shall accrue at the rate of six percent per annum beginning nine months after my death.

b. **Distribution.** The Trustee shall distribute the net income of the trust to my wife at frequent intervals, not less often than annually, and shall distribute to my wife such amounts of trust principal as are necessary, when added to the funds reasonably available to her from all other sources known to my Trustee, to provide for her health, support and maintenance, in order to maintain her in accordance with the standard of living to which she was accustomed at the time of my death. My wife may direct the Trustee to convert any unproductive property in the trust into productive property within a reasonable time. During my wife's lifetime, no income or principal of the trust shall be distributed to any person other than my wife.

c. **Termination.** This trust shall terminate upon the death of my wife. Upon termination, any net income of the trust which has not been distributed to my wife shall be distributed to her estate. The Trustee shall pay from the principal of the trust the difference between all taxes which must be paid by reason of my wife's death and those taxes which would be payable by reason of her death had such principal not been includable in her gross estate for the purpose of calculating such taxes. The Trustee, in the Trustee's sole discretion, may pay from such principal all or any part of my wife's funeral expenses, claims which are legally enforceable against her estate (including estate and inheritance taxes) and reasonable expenses of administration of her estate, but the Trustee shall not make any such payments that are not in the best interests of the beneficiaries of the other trusts created by this Will. The Trustee shall not make any payments under this paragraph which are not includable in the gross estate of my wife for federal estate tax purposes. The Trustee may make such payments directly or to the duly qualified executor or administrator of my wife's estate. Written statements by the executor or administrator of my wife's estate shall be sufficient evidence of their amounts and the Trustee shall be under no duty to see to the application of any such payments. The remaining principal of the trust (which remains after making any payments provided hereinabove) shall be added to the principal of the trust created under Article IV of this, my Last Will and Testament, to be held, administered and distributed in accordance with the provisions thereof.

d. **Election.** It is my intent that, to the extent my Executor so elects, the marital deduction gift and the property comprising the trust estate of this trust shall qualify for the marital deduction allowed by the federal estate tax law applicable to my estate. To this end, the powers and discretions of my Executor or Trustee with respect to allocations of property to this trust and with respect to administration of the trust shall not be exercised or exercisable except in a manner consistent with my intent as expressed in this paragraph. My expectation is that my Executor shall make an election to have the marital deduction gift treated as qualified terminable interest property. However, I recognize that circumstances could arise in which such an election would not be in the best interests of the beneficiaries of my estate. In any event, the decision whether to make such an election shall be in the sole discretion of my Executor, whose decision shall be conclusive on all concerned. Even if the election is not made, it shall nonetheless be deemed to have been made for purposes of determining the amount of the marital deduction gift.

e. **Lapse.** If my wife, Pat J. Devoll, shall not survive me, the bequests and devises made to her in this Section shall lapse.

3.6 **Disclaimer.** My wife, acting alone and without the joinder of any other person, may disclaim all or any part of the gifts to her made in any paragraph of this Will, or passing to her outside the provisions of this Will as a result of my death under any insurance, annuity, endowment, employment, deferred compensation, or other contract or arrangement, or under a pension, profit sharing, thrift, stock bonus, life insurance, survivor income, incentive, or other plan or program providing retirement, welfare, or fringe benefits in which I may have an interest, and the portion of any such gift so disclaimed, if any, shall lapse and pass as part of the residue of my estate under the

other provisions of this Will; provided, however, any such disclaimer shall be made within the time and evidenced in the manner provided by law for disclaimers of outright gifts under Wills.

#### ARTICLE IV.

#### DISPOSITION OF RESIDUE

All the rest and residue of my estate of every kind and character, real, personal and mixed, I give, devise and bequeath to my Trustee, IN TRUST, HOWEVER, for the following uses and purposes, and subject to the following provisions, conditions and limitations:

**4.1 Income Distributions.** The Trustee shall distribute at such intervals as the Trustee may determine to my wife, so much of the net income of the trust as when added to income available to her from other sources will in the sole opinion of the Trustee adequately provide for her health, support and maintenance in accordance with her station in life. The Trustee may distribute to my children, or the descendants of deceased children, so much of the net income of the trust estate not distributed to my wife as the Trustee may, in his sole discretion, deem proper and appropriate to provide for their health, education, maintenance and support. Any income not distributed shall be accumulated and added to the corpus of the trust. Any distributions made under this paragraph need not be equal among beneficiaries and shall not be charged against their respective shares of the trust.

**4.2 Corpus Distributions.** If at anytime during the life of this trust the net income which is distributed under the terms hereof, together with other income from other sources which may be available for such purposes, shall not be adequate in the opinion of the Trustee for the proper and appropriate health, education, maintenance and support in accordance with his station in life of any beneficiary of the trust to whom income is distributable at the time of the particular supplemental distribution, the Trustee, in the Trustee's absolute and sole discretion, may supplement the same out of the corpus of the trust to such extent and in such manner as the Trustee may deem necessary or appropriate for said purposes, and the amount of such supplemental distribution shall not be charged against the presumptive share, if any, of the particular beneficiary of the trust receiving the same.

**4.3 Termination.** Upon the death of my wife, or upon my death in the event she should predecease me, this trust (subject to the postponements hereinafter specified) shall terminate and all of the assets and properties comprising the corpus of the same shall be delivered and distributed in equal shares, in fee simple and free of trust, unto my children and the descendants of any deceased child of mine, per stirpes and not per capita, so that such descendants collectively shall take such share only as their parent would have taken if living.

**4.4 Continuation for Descendants of Deceased Children.** If, at the time of the death of the survivor of my wife and me, any descendant of a deceased child of mine entitled to distribution of a portion of this trust shall not have attained the age of twenty-one (21) years, his share of the trust estate shall be retained in the trust and distributed to him, in fee simple and free of trust, when he shall attain such age.

**4.5 Distributions During Continuation.** So long as a share of the trust is held in trust for a beneficiary under the provisions of Paragraph 4.4 above, the Trustee shall distribute to or for the benefit of such beneficiaries so much of the trust income and corpus as the Trustee shall determine to be necessary to provide for the health, education, maintenance, or support of such beneficiary in accordance with his station in life, considering all other sources of income available to him. Any income not distributed shall be accumulated and added to the principal of such share. Distribution of the entire principal is authorized if the Trustee shall determine such distribution shall be to the best interest of such beneficiaries in accordance with the foregoing standard.

**4.6 Death of Beneficiary With Descendants.** If any beneficiary who would otherwise become entitled under the terms hereof to distribution and delivery in fee simple and free of trust of a share of the corpus of the trust property, or a portion of a share, should die with a descendant or descendants surviving him after the time of termination set forth in Paragraph 4.3 hereof before attaining the age necessary under the terms hereof to become entitled to actual distribution and

delivery in fee simple and free of trust of any particular share of the trust property or portion of a share, said share or portion shall be held and administered and distributed as if said beneficiary had died, with a descendant or descendants surviving him, prior to the said time of termination.

**4.7 Death of Beneficiary Without Descendants.** If any beneficiary who would otherwise become entitled under the terms hereof to distribution and delivery in fee simple and free of trust of a share of the corpus of the trust property or a portion of a share should die without a descendant or descendants surviving him after the time of termination as set forth in Paragraph 4.3 hereof, before attaining the age necessary under the terms hereof to become entitled to actual distribution and delivery in fee simple and free of trust of any particular share of the trust property or portion of a share, the trust shall terminate as to such share or portion of a share, and the assets and property comprising such share or portion of a share shall be delivered and distributed to his then living brothers and sisters (who are descendants of mine) and the living descendants, taken collectively and on a per stirpes basis, of any then deceased such brother or sister; provided, however, that if any such brother, sister or descendant is a beneficiary to whom income may be distributed from any share governed by this Article, then the share of such brother, sister or descendant shall be added to the principal of such other share and shall be governed accordingly. Provided further, if such beneficiary who dies without descendants surviving him leaves no brother, sister or descendant of a deceased brother or sister surviving him, then the assets and property then comprising said share or portion of a share shall be distributed to my then living descendants, per stirpes and not per capita; provided, however, that if any such descendant is a beneficiary to whom income may be distributed from any share governed by this Article, then the share of such descendant shall be added to the principal of such other share and shall be governed accordingly.

**4.8 Death of All Beneficiaries.** If at any time during the life of this trust my wife and all of my children and descendants should be dead, this trust shall terminate and all of the assets and properties comprising the corpus of the same shall be delivered and distributed, in fee simple and free of trust, one-half (½) thereof unto my heirs at law determined as of the time of such termination under the laws of descent and distribution of the State of Texas, and the remaining one-half (½) thereof unto the heirs at law of my wife, Pat J. Devoll, determined as of the time of such termination under the laws of descent and distribution of the State of Texas.

**4.9 Spendthrift Clause.** No beneficiary of the trust shall have the right or power to anticipate, by assignment or otherwise, any income or corpus given to such beneficiary by this Will, nor in advance of actually receiving the same, have the right or power to sell, transfer, encumber, or in anywise charge same; nor shall such income or corpus, or any portion of the same, be subject to any execution, garnishment, attachment, insolvency, bankruptcy, or legal proceeding of any character, or legal sequestration, levy, or sale, or in any event or manner be applicable or subject, voluntarily or involuntarily, to the payment of such beneficiary's debts.

**4.10 Maximum Duration of Trusts.** Notwithstanding anything in this Will to the contrary, I direct that the trust created hereunder shall in all events terminate not later than twenty-one (21) years from and after the death of the survivor of the following persons, to-wit: my wife, all of my children, and more remote descendants living at the time of my death; provided, however, that if any trust created under this Will is merged with any trust created under any other instrument, such merged trust shall not continue beyond the date on which the earliest maximum term of the trusts so merged would, without regard to such merger, have been required to expire. I further direct that as to any property at any time a part of the trust estate (including a merged trust), as to which under the laws of any state applicable to trusts in said property, the trust is required to be terminated at any time prior to its normal termination date, the trust as to that particular property shall terminate at the time required by the laws of said state. Upon termination of the trust in whole or in part, as the case may be, the assets and properties as to which the trust is terminated, shall be delivered and distributed, in fee simple and free of trust, unto those persons who at the time of such termination constitute the beneficiaries of the trust estate in proportion to their respective presumptive interests in that trust estate at the time of such termination.

**4.11 Merger of Trusts.** If at any time the Trustee of any trust created pursuant to this Will shall also be acting as trustee of any other trust created by trust instrument or by Will for the benefit of the same beneficiary or beneficiaries and upon substantially the same terms and conditions, the Trustee is authorized and empowered, if in the Trustee's discretion such action is in the best interest of the beneficiary or beneficiaries of the trust created hereunder, to transfer and merge all of the assets then held under such trust created pursuant to this Will to and with such other trust and thereupon and thereby to terminate the trust created pursuant to this Will. The Trustee is further authorized to accept the assets of the other trust which may be transferred to the Trustee of the trust created hereunder and to administer and distribute such assets and properties so transferred in accordance with the provisions of this Will.

**4.12 Termination of Small Trust.** Irrespective of other provisions of this Will, the Trustee may at any time terminate any trust or any share thereof, if, in the Trustee's sole judgment, the continued management of such trust or any share thereof is no longer economical because of the small size of such trust or share and if such action shall be deemed to be for the best interests of the beneficiary or beneficiaries. In case of such termination, the Trustee shall distribute forthwith the share of the trust estate so terminated to my wife, if living, otherwise to the income beneficiary or beneficiaries, per stirpes. Upon such distribution and delivery, the said trust or share shall terminate and the Trustee shall not be liable or responsible to any person or persons whomsoever for its action. The Trustee shall not be liable for failing or refusing at any time to terminate any trust or a share thereof as authorized by this paragraph.

## ARTICLE V.

### TRUSTEE APPOINTMENT

**5.1 Trustee Appointment.** I name, constitute and appoint Pat J. Devoll, who resides in Rockwall County, Texas, Trustee of any and all trusts created under this, my Last Will and Testament. In the event Pat J. Devoll does not survive me, becomes disabled, or shall fail, refuse or cease to act as Trustee of any trusts created herein, then I name, constitute and appoint my daughter, Judy Larson, who resides in Denton County, Texas, and James David Devoll, of Maricopa County, Arizona, Co-Trustees. In the event either Judy Larson or James David Devoll shall at any time die, resign, become disabled, fail or cease to act as a Co-Trustee, then the survivor of them shall serve as successor sole Trustee. In the event both Judy Larson and James David Devoll shall at any time die, resign, become disabled, fail or cease to act as a Co-Trustee, then a successor corporate trustee shall be appointed by a majority in number of beneficiaries entitled to receive distributions of income from the trusts created herein (or the legal guardian or representative of such beneficiaries). The appointment of a successor corporate trustee shall be by an instrument in writing signed by the appointors, acknowledged and filed with the trustee so appointed. Such successor corporate trustee shall be a trust company or a national banking association with trust powers which shall have been qualified to engage in the trust business for at least five (5) years immediately prior to such appointment and which shall have a combined capital and surplus of not less than Ten Million Dollars (\$10,000,000.00).

**5.2 Trustee Defined.** The word "trustee," as used to write this instrument, shall include, wherever appropriate, co-trustees, and all successor or substitute trustees, whether or not mentioned by name herein. On the appointment and qualification of any trustee, whether original, substitute or successor, the same duties shall devolve on and the same rights, powers, authorities, privileges and discretions shall be exercised without the supervision of any court, it being my intention that so far as can be legally provided, the Trustee shall be completely freed of judicial supervision.

**5.3 Disability of Trustee.** An individual trustee shall be considered "disabled" if under legal disability, if two physicians certify the individual trustee is mentally incapacitated, or if an individual trustee is in any condition (whether temporary or permanent) which substantially impairs the individual trustee's ability to properly manage or administer the Trust.

**5.4 Removal of Trustee.** Any Trustee or successor Trustee may be removed as Trustee or successor Trustee of any trust created hereunder by a majority in interest of those beneficiaries

having a right to distributions of income from the Trust as to which removal is sought. The right of removal may be exercised by adult beneficiaries, by the legally appointed guardians of the person of any beneficiaries who may not have attained the age of majority at the time of the exercise of the right of removal, by the parents of any beneficiaries who may not have attained the age of majority at the time of the exercise of the right of removal or by the legally appointed guardians or conservators of any adult beneficiaries. Such removal may be made with or without cause and without any necessity of court proceedings upon giving thirty (30) days' written notice to such Trustee or successor Trustee, and upon the succession to office of a successor corporate Trustee, which shall have been appointed by those same persons having the right of removal; provided, however, that such successor corporate Trustee shall be a trust company or a national banking association with trust powers having been engaged in the trust business for at least five (5) years immediately prior to such appointment with a combined capital and surplus of at least Ten Million Dollars (\$10,000,000.00) and an entity of which neither Testator, Testator's wife, nor any beneficiary hereof owns at the time of appointment, directly or indirectly, in excess of five percent (5%) of the value of its stock.

**5.5 Resignation of Trustee.** The Trustee, or any successor trustee, shall have the right to resign by giving notice to the beneficiaries (whether adult or minor) in writing, personally delivered or by registered mail and acknowledged in the same manner as deeds to real estate in the State of Texas, which resignation shall be effective not earlier than thirty (30) days after the giving of such notice. Upon any such resignation, the Trustee shall pay over or deliver to the successor trustee so appointed the trust assets then held, subject to the Trustee's proper expenses and charges, including the Trustee's commissions. No successor trustee shall be required to institute any suit or other court proceeding to require any predecessor trustee to redress a breach of trust or otherwise to account to such successor trustee unless required, in writing, to do so by a beneficiary of the trust or by a guardian or other legal representative of a beneficiary of the trust. A trustee shall not be liable for failure to verify, audit, or contest the accounts of any predecessor fiduciary; instead, such successor trustee may accept, rely, and act upon the annual accounting furnished by the predecessor fiduciary.

**5.6 Trustee's Compensation.** My Trustee shall be entitled to receive reasonable and customary compensation for serving in such capacity, and shall be reimbursed for all expenses incurred in the administration of the trusts created herein.

**5.7 No Bond.** No bond shall be required of the Trustee appointed herein, and no successor or substitute trustee shall be required to furnish bond.

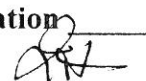
## ARTICLE VI.

### POWERS OF TRUSTEE

**6.1 Powers of Trustee .** The Trustee shall have all the discretions, powers, rights, privileges and duties granted a trustee under the Texas Trust Code (as same is now enacted or as same hereafter may be amended). My Trustee shall receive reasonable and customary compensation commensurate with the services which it is performing and shall serve without bond.

The Trustee shall have the following powers, rights, privileges and duties, and shall be subject to the following conditions, provisions and limitations with respect to any and all trusts created under this, my Last Will and Testament:

**6.2 General Powers.** The Trustee, for any consideration or purpose which the Trustee deems proper, may sell, exchange, alter, mortgage, pledge or otherwise dispose of the investments of the trust estate. Sales may be made for cash or credit, or for part cash and for part credit. The Trustee may invest and reinvest all or any part of the estate, including rents, proceeds, profits, and revenues therefrom in property of any description whatsoever, real, personal, or mixed (including, but not limited to, oil, gas, and mineral interests), as the Trustee may, in the Trustee's absolute discretion, select, and the Trustee may borrow any sum or sums upon such terms and duration believed by the Trustee to be necessary or desirable at any time for the purpose of protecting the trust



estate and any part thereof, or for the purpose of making any payment or distribution, or for any other purpose which, in the Trustee's opinion, may be proper and for the best interests of the beneficiaries of the trust. The Trustee may assume the payment of or extend and renew any indebtedness incurred by me, the Trustee then acting, or any prior trustee. The Trustee is authorized to purchase from the executors or administrators of my estate any item of property, real or personal, for such sums and on such terms as the Trustee may deem wise and proper. The Trustee may hold title to investments in the Trustee's name as Trustee or in the name of a nominee or nominees.

**6.3 Additional General Investment and Management Powers.** Any property from time to time constituting any part of the principal of the trust estate shall be deemed a proper trust investment, and the Trustee shall be under no obligation to dispose of or convey any such property. The Trustee may invest and reinvest all funds available for investment or reinvestment, from time to time or at such times as the Trustee deems advisable, in such investments as the Trustee shall, in the Trustee's discretion, deem proper and for the best interest of the trust estate. The Trustee, except as herein otherwise specifically provided, shall have as wide latitude in the selection of corporations in which or from which stock may be acquired as individuals would have in selecting the corporations in which or from which they would acquire stock, and this right to acquire stock in any corporation whatsoever shall include, but not be limited to, any corporation in which any trustee hereunder is a stockholder. In like manner, except as otherwise specifically provided herein, the Trustee may buy property of any character from or sell property of any character to any person or corporation whatsoever, and the Trustee shall not be limited to nor be bound or governed by any laws, statutes, or regulations of the State of Texas, or any other state or country, respecting investments by trustees, except to the extent that any such laws, statutes, or regulations cannot be waived by me. Any corporate trustee may, in its discretion, invest all or any portion of the trust estate in a common trust fund.

**6.4 Retention of Cash.** The Trustee shall be under no duty to reinvest such part of the trust estate as may be comprised of cash or as may be converted into cash from time to time, nor shall the Trustee be chargeable with interest thereon (except to the extent that interest may be paid to the Trustee on the cash amounts on deposit pending investment, distribution, or disbursement) during such times as the prevailing interest rates or other conditions in the securities or investment market shall, in the sole discretion of the Trustee, make it undesirable to reinvest such funds.

**6.5 Investments Affecting Successive Beneficiaries.** In investing and reinvesting the principal of the trust estate, the Trustee shall not be required to observe any usual rules or trust laws requiring impartiality between successive beneficiaries, but may disregard the right of remaindermen. By way of illustration and not by way of limitation, the Trustee, in exercising the powers granted to the Trustee hereunder, may give primary consideration to the then present or future income tax consequences of each transaction upon the income beneficiaries, and the Trustee may invest all or any part of the funds of the trust in tax exempt securities or in depletable or depreciable property or other assets without any duty to make any adjustment in favor of the remaindermen of the trust on account of or with respect to such investment transactions by the Trustee.

**6.6 Real Estate Transactions.** The Trustee is authorized to grant, convey, sell, exchange, transfer, assign, partition, subdivide, develop, and dispose of, at public or private sale and without notice, and without application to, approval by, or order of any court and with or without covenants (including full covenants or warranty of title), any or all of the real estate or interests in real estate at any time or from time to time constituting a part of the principal of the trust, upon such terms and conditions and for such prices and considerations as the Trustee deems prudent. The Trustee is authorized to lease, sublease, rent, hire, let, sublet, and grant options with respect to any or all of the real estate or interests in real estate comprising a part of the principal of the trust, for any term, even though such term may extend beyond the term of the trust. The Trustee is authorized to alter, repair, rebuild, develop, and improve any and all real estate owned by the trust and to dispose, create and/or grant restrictions, easements, servitudes, and rights-of-way, and in case of damage to or destruction of any building, improvement, or property (by fire or other casualty) for which the Trustee shall receive insurance proceeds, in the sole discretion of the Trustee, to apply or not apply such proceeds, in whole or in part, for repairing, rebuilding, replacing, altering, developing, or improving any such building, improvement or property.

**6.7 Mineral Contracts and Sales.** The Trustee shall have the power to execute and deliver oil, gas, and other mineral leases containing such unitization or pooling agreements and other provisions as the Trustee shall deem fit; to execute mineral and royalty conveyances; to purchase leases, royalties, production payments, and any type of mineral interest; to execute and deliver drilling contracts and other contracts, options, and other instruments necessary or desirable to participate actively in the oil, gas, or mining business, all of the foregoing to include such terms, conditions, agreements, covenants, provisions, or undertakings as the Trustee shall deem fit.

**6.8 Loans to Estate, Beneficiaries, or Estates of Beneficiaries.** The Trustee shall have power to make loans, secured or unsecured, to any beneficiary of the trust or to the estate of any beneficiary of the trust, or to purchase any type of property from any beneficiary of the trust. The Trustee is also authorized to lend any part of the trust fund to my estate upon such security and for such time and at such rates of interest and upon such terms as the Trustee, in the Trustee's absolute discretion, may deem proper.

**6.9 Insurance.** The Trustee is authorized and empowered to apply for and hold as a trust investment a policy or policies of life insurance on the life of any beneficiary or on the life of any person in whom any such beneficiary has an insurable interest, with such company and in such form and amount as the Trustee shall determine, and to pay any premium falling due thereon from the principal or income of the trust. The Trustee is also authorized and empowered to receive such a policy by gift or bequest and to pay premiums thereon. The Trustee shall have full power and authority to hold and deal with any such policy of life insurance as owner thereof, including, without limitation of the generality of the foregoing, the power to execute any automatic premium loan agreement with respect to any such policy, or elect that any automatic premium loan provision thereof be effective, or to cancel any such agreement or provision; to borrow money for the purpose of paying any premium falling due thereon, or for any other purpose of the trust, either from the company issuing such policy or from any other source, and to assign such policy as security for such loan and exercise any option contained in such policy with respect to any dividend or share of surplus apportioned thereof; to reduce the amount of such policy or to convert or exchange the same; to elect any paid-up insurance or extended term insurance non-forfeiture option contained in such policy; to surrender such policy for its cash value; to sell such policy to the insured or to any person having an insurable interest in the life of the insured; and to exercise any other right, option or benefit contained in the policy or permitted by the insurance company issuing such policy. If, upon the termination of the trust, the Trustee holds any such policy as part of the trust property, the Trustee may transfer and assign such policy in distribution of the trust property, allotting the policy in payment of any share thereof; provided that insofar as it is practicable to do so, any such policy shall be distributed as part of the share of the trust property of the person insured thereunder. For the purposes of such allotment and distribution, the Trustee may determine the value of such policy and may, in the Trustee's discretion, apply to the company issuing such policy to exchange the policy for two or more policies in such varying amounts as may facilitate such distribution. All the powers herein granted may be exercised by the Trustee without applying to any court for authority to do so. Any and all decisions made by the Trustee in good faith to exercise or to refrain from exercising any such powers shall be conclusive upon all parties in interest. No company issuing any such policy shall be required to ascertain whether any action taken by the Trustee with respect thereto is authorized under the provisions hereof, and no such company shall be required to see to the application of any money paid to the Trustee with respect to such policy.

**6.10 Distributions and Apportionments.** The Trustee shall have the power to distribute or divide the principal of the trust estate at the times and on the events provided, in cash or kind, or partly in cash and partly in kind, including (by way of illustration, but not in limitation) real property, securities, money and undivided interests in real and personal property at values (including the amount and value of any equalizing payments) to be determined by the Trustee in the Trustee's reasonable business discretion. The reasonable business discretion of the Trustee as to such valuations and distributions shall be binding and conclusive upon all parties in interest. The Trustee is expressly authorized to hold undivided interests in properties as a part of the principal of the trust and to administer the assets of the trust, any or all separate trusts created hereunder, without physically segregating the assets belonging to each, so long as the proportionate shares belonging to each separate trust are accounted for separately.

**6.11 Distributions and Applications.** All distributions and all uses and applications of trust funds, either income or principal, may be made directly to or expended for the benefit of the persons entitled thereto without the intervention of any legal guardian or other representative. The Trustee may pay any income or principal distribution to or for the benefit of a beneficiary in any manner the Trustee deems appropriate, including, without limitation, payments to the legally appointed guardian of such beneficiary or to a spouse or parent of such beneficiary. Except as elsewhere herein specified to the contrary, the Trustee may make payments of income and principal in the Trustee's complete discretion as to time, amount and manner, and any such payments shall be a complete acquittance to the Trustee.

**6.12 Liability of Third Party.** No person dealing with the Trustee hereunder shall be obligated to see to the application of any money or property paid or delivered to the Trustee, or be obligated to inquire into the expediency or propriety of any transaction or the authority of the Trustee to enter into and consummate the same.

**6.13 Corporate Entities and Vote of Shares.** The Trustee is authorized to form and join with others in the formation of one or more corporations, and to sell, convey, assign, or transfer any securities, investments, or properties constituting all or a part of the principal of the trust estate to any corporation, partnership, association, or trust in exchange for all or any part of the stock, securities, interest, or certificates of beneficial interest of such corporation, partnership, association, or trust. The Trustee is authorized to vote by proxy or otherwise and with full power of substitution all shares of stock and all securities held by the Trustee hereunder and to exercise every power, election, discretion, option, and subscription right and give every notice, make every demand, and to do every act and thing in respect to any shares of stock, bonds, or other securities or corporate obligations held by the Trustee hereunder which the Trustee might or could do if the absolute owner thereof; to join in any merger, plan or reorganization, consolidation, liquidation, dissolution, or readjustment of any corporation, any of whose shares of stock, bonds, or other securities, obligations, or properties may at any time constitute a part of the principal of the trust estate, and to accept the substituted shares of stock, bonds, securities, obligations, and properties and to hold same in trust in accordance with the provisions hereof.

**6.14 Attorney-in-Fact.** The Trustee may also exercise by attorney or attorney-in-fact all rights appurtenant to any other property or matters in which the trust may be interested.

**6.15 Power to Determine Income and Principal.** The Trustee shall have the power, exercisable in the Trustee's sole discretion, to determine what is principal or income of the trust and to apportion and allocate receipts and expenses and other charges in a reasonable manner between principal and income, including also the power to charge, in whole or in part, against principal or to amortize out of or charge forthwith to income premiums paid on the purchase of bonds or other obligations.

**6.16 Documents.** The Trustee shall have full power and authority to execute and deliver any deeds, conveyances, assignments, leases, contracts, stock or security transfer powers, or any other written instrument of any character appropriate to any of the powers or duties conferred upon the Trustee.

**6.17 Business Enterprises.** The Trustee is authorized to acquire, enter into, and continue (either alone or jointly with any person, trust, corporation, partnership, joint venture, or other legal entity, including the Trustee in his or its individual capacity or as trustee of any other trust) any business enterprise or undertaking which the Trustee deems desirable, and to use, or suffer, or cause to be used, any part or all of the income and principal of the trust for the operation, continuance, maintenance, or development of said business enterprise or undertaking. In connection with any such business enterprise or undertaking, the Trustee is authorized to enter into any contract, general or limited partnership or joint venture, or to incorporate (or join with others in the incorporation of) such business enterprise or undertaking with any other business enterprise or undertaking. The Trustee is expressly authorized to participate in the management of any such business enterprise or undertaking as a director, officer, or otherwise, and to receive such additional compensation for such participation in the management thereof as may be reasonable under the circumstances.



**6.18 Transactions Involving Indebtedness.** The Trustee is authorized to renew and extend any indebtedness created or incurred by any prior fiduciary or owner, and the Trustee is authorized to contract and create indebtedness and to raise, borrow, and obtain money, in such amounts as the Trustee deems advisable, for any trust purpose (including, but without limitation, acquiring, protecting, or conserving any trust assets, making any payment of income or principal or for any other purpose), and in connection therewith, the Trustee is authorized to draw, make, accept, endorse, execute, issue, and deliver promissory notes, drafts, bills of exchange, warrants, bonds, debentures, and other negotiable or transferable instruments and evidences of indebtedness and all renewals or extensions thereof, and all substitutions therefor and refinancings thereof, deeds of trust, or other encumbrances covering and binding all or any part of the trust estate.

**6.19 Litigation.** The Trustee is authorized to sue for and defend the trust estate, or any part thereof as at any time constituted, and to sue for and defend the trust; and the Trustee is authorized to compromise, settle, and adjust claims in favor of and against the trust estate, or any part thereof, or against the trust. The Trustee is authorized to abandon property and release claims, with or without consideration therefor, which the Trustee deems worthless.

**6.20 Trustee's Power to Deal with Environmental Hazards.** The Trustee shall have the power to use and expend the trust income and principal to (I) take all appropriate action to prevent, identify, or respond to actual or threatened violations of any environmental law or regulation for which the Trustee may have responsibility, including the authority to conduct environmental assessments, audits, and site monitoring to determine compliance with any environmental law or regulation; (ii) take all appropriate remedial action to contain, cleanup, or remove any environmental hazard including a spill, release, discharge, or contamination, either on its own accord or in response to an actual or threatened violation of any environmental law or regulation; (iii) institute legal proceedings concerning environmental hazards or contest or settle legal proceedings brought by any local, state, or federal agency order or court order directing an assessment, abatement, or cleanup of any environmental hazards; and (iv) employ agents, consultants, and legal counsel to assist or perform the above undertakings or actions. Any expenses incurred by the Trustee under this paragraph may be charged against income or principal as the Trustee shall determine.

**6.21 Out-of-State Properties.** In the event any of the property which is or may become a part of the assets of the trust is situated in any state other than the State of Texas in which the Trustee is not qualified to act as Trustee, the Trustee is empowered to name an individual or corporate trustee qualified to act in such state in connection with the property situated in that state as trustee of such property and require such security as may be designated by the Trustee. The trustee so appointed shall have all the rights, powers, privileges, and duties and shall be subject to the conditions and limitations of the trust, except where the same may be modified by the laws of the other state, in which case, the laws of the state in which such trustee is acting shall prevail to the extent necessary. Such trustee shall be answerable to the Trustee herein appointed for all monies, assets, and other property which may be received by it in connection with the administration of such property. The Trustee hereunder may remove such trustee and appoint a successor at anytime upon thirty (30) days' written notice.

**6.22 Decisions of Trustee.** Exercise of the discretionary power vested in the Trustee and the Trustee's successors shall be final and conclusive upon all beneficiaries hereunder and upon all persons whomsoever.

**6.23 Trustee's Liability.** The Trustee shall not be responsible or liable for any loss which may occur by reason of depreciation in the value of any property constituting a part of the trust estate, nor for any other loss which may occur as a result of any investments which the Trustee may make or retain, except that the Trustee shall be liable for its or his own bad faith, fraud, gross negligence, or willful misconduct.

**6.24 Powers Cumulative.** The powers conferred upon the Trustee herein shall not be construed as in limitation of any authority conferred by law, but shall be considered as in addition thereto.

**6.25 Reports and Annual Accountings of Trustee.** The Trustee shall make an annual report in writing to each beneficiary. Such report shall be for a calendar year or fiscal year, beginning each year on the date selected by the Trustee as appropriate for this purpose, and shall be submitted to each beneficiary (or to the parent or guardian of a minor beneficiary, or to the guardian, conservator, committee, or other like official of any incapacitated beneficiary) with reasonable promptness after the end of each such year. Each report shall include a statement of all property on hand at the end of such year, of such receipts and disbursements during such year, and of such other acts of the Trustee as may be necessary to furnish beneficiary with adequate information as to the condition of the trust estate.

**6.26 Limitations.** Notwithstanding anything herein contained to the contrary, no powers enumerated herein or accorded to trustees generally pursuant to law shall ever be construed to enable the Trustee or any other person to purchase, exchange, or otherwise deal with, or dispose of, any trust property, or any part thereof, for less than an adequate or full consideration in money or money's worth.

**6.27 Selection and Retention of Assets.** The Trustee shall have the power to retain, without liability for loss or depreciation resulting from such retention, any property or undivided interests in property received from any source, including residential property, regardless of any lack of diversification, risk, or non-productivity for such time as Trustee shall deem advisable and Trustee shall be under no obligation to dispose of or convert any such property. Any investments made by Trustee pursuant to the terms of this Testamentary Trust Agreement in this my Last Will and Testament need not be diversified, may be of a wasting nature, and may be made or retained with a view to possible increase in value. The Trustee is expressly authorized to invest in non-income earning or producing property if in its judgment the best interest of the Trust Estate will be served thereby. The Trustee, except as herein otherwise specifically provided, shall have as wide latitude in the selection, retention or making of investments as an individual would have in retaining or investing his own funds, and shall not be limited to nor be bound or governed by any rules of law, statutes or regulations respecting investments by Trustees.

**6.28 Special Housing Provision.** In providing for the standard of living of any trust beneficiary as provided for in this Will Trustee, in its sole discretion, may acquire and maintain any residential real property and any necessary furniture, furnishings and equipment for the use and enjoyment of such beneficiary without rental or other accounting to the trust estate. The expense of purchase, maintenance, repair, remodel improvements, taxes, insurance, principal and interest on mortgage payments, and other costs and expenses of such residential real property and its furniture, furnishings and equipment may be paid by Trustee out of the trust income as an expense of administration, or, if necessary or appropriate, out of trust principal. Trustee may at any time, in its sole discretion, acquire any such property by purchase, lease, or transfer from my estate or any other person, or sell or lease any such property to other persons and may, in its sole discretion, terminate the use and enjoyment of any such property by any person including a trust beneficiary.

**6.29 Designation of Trustee as Beneficiary.** I may have designated the trustee named in my Will as beneficiary in his fiduciary capacity of the proceeds of life insurance policies on my life or as beneficiary of proceeds of employee benefit plans, individual retirement accounts or similar plans in which I have an interest. In that event, the trustee named in Article V is empowered to take all steps necessary to collect such proceeds, and the receipt of such trustee shall be a full discharge to any party required to make payment of the proceeds. The trustee is also empowered to make any elections which a trustee as beneficiary may make, as, for example, selection of a mode of settlement of the proceeds and any corresponding tax elections. If no specific trust is named as recipient by beneficiary designation, the trustee shall distribute such proceeds to the person or persons (including the trustee of one or more specific trusts established under my Will) entitled to receive my residuary estate. However, in the event the assets passing under my Will that are available to satisfy any specific bequests are insufficient to fully fund that gift, the trustee shall use such proceeds to fund the resulting deficiency, in which case only the proceeds not so used will be distributed to the beneficiaries of my residuary estate. Except as provided in the preceding sentence, no portion of such proceeds shall be applied to the payment of any obligations of my estate.

**ARTICLE VII.**

**EXECUTOR APPOINTMENT**

**7.1 Executor Appointment.** I name, nominate, constitute and appoint Pat J. Devoll, who resides in Rockwall County, Texas, Independent Executrix of this, my Last Will and Testament. If Pat J. Devoll shall fail to survive me, or shall fail to qualify as Independent Executrix hereunder (or having qualified, shall resign, refuse or cease to act), then I name, nominate, constitute and appoint my daughter, Judy Kay Larson, who resides in Denton County, Texas, and James David Devoll, of Maricopa County, Arizona, Independent Co-Executors of this, my Last Will and Testament. If Judy Kay Larson and James David Devoll for any reason, shall fail to qualify as Independent Co-Executors hereunder (or having qualified, shall resign, refuse or cease to act), then, in such event, I direct that the Judge of the Court in which this Will is offered for probate, acting in his individual and not his judicial capacity, shall designate and appoint as successor independent Executor (i) any bank in the United States having trust powers and a capital and surplus of at least Ten Million Dollars (\$10,000,000.00), or (ii) any qualified individual. A successor Executor may be designated and appointed in the foregoing manner from time to time, as may be necessary.

**7.2 Resignation of Executor.** Each executor, original or successor, without application to, approval by, or order of the court, and without any duty to file with any court an accounting, may at any time resign from office as an independent Executor hereunder, with or without cause. No successor Executor shall be required to institute any suit or other court proceeding to require any predecessor Executor to redress a breach of trust or otherwise to account to such successor Executor unless requested, in writing, to do so by a beneficiary of my estate or by a guardian or other legal representative of a beneficiary of my estate. No successor Executor shall be liable for failure to verify, audit, or contest the accounts of any predecessor Executor. Each successor Executor may accept and act upon the annual accounting furnished by each predecessor Executor. Each respective successor independent Executor, upon acceptance of and succession to office hereunder, shall (without the necessity of any further act, and without the necessity of any conveyance from any predecessor independent Executor), succeed to the titles and estates of the succeeded independent Executor, and shall be entitled to possession of, and to receive from the succeeded independent Executor, all of the then probate estate and all records and files in connection therewith. Each and every successor independent Executor shall, promptly after acceptance of office hereunder, execute an appropriate written instrument (duly executed and acknowledged) accepting the office, and such instrument or instruments of acceptance shall be promptly filed by said successor and caused to be recorded in the Deed Records (or other appropriate records) of Rockwall County, Texas.

**7.3 Bond.** I direct that no bond shall be required of my Executor and that no action shall be had in the probate court in relation to the settlement of my estate other than the return of statutory inventory, appraisement, and list of claims of my estate. I also direct that the executorship of my estate be terminated as soon as practicable.

**7.4 Compensation.** Any Executor shall be entitled to reasonable and customary compensation commensurate with the services which it is performing.

**ARTICLE VIII.**

**POWERS OF EXECUTOR**

**8.1 General Powers.** In the administration of my estate and for the purposes of effecting a just, fair and equitable division thereof, my Executor shall have, and is hereby given, power and authority to sell, mortgage, encumber, lease or otherwise control, dispose of, convey, or deliver any portion of my estate as it may deem proper or advisable for such purposes, and shall have and enjoy all other powers granted to a Trustee under the Texas Trust Code (as same is now enacted and as same hereafter may be amended). No purchaser from my Executor shall be required to make inquiry with respect to the purpose of any sale or the purpose for which the money received therefor is to be used.

**8.2 Distribution of Estate.** I authorize my Executor to distribute my estate (in whole or in part) whenever after my death my Executor deems it advisable to do so, and my Executor is hereby authorized to make such distribution in cash or in kind, or partly in cash and partly in kind, and my Executor is further authorized to distribute my estate subject to any indebtedness incurred by me or my Executor, which, in the opinion of my Executor, need not first be paid, and subject to any and all mortgages, deeds of trust, or other liens created by me or my Executor; provided, however, that no such distribution shall be made until after payment, or provisions for payment, of all federal estate and state inheritance and estate taxes and other expenses of administration of my estate. In making distribution, my Executor may make a partial distribution or distributions to any devisee or legatee hereof, including the trusts hereby created, from time to time as my Executor may deem advisable, but any distribution from the corpus of my estate under the authority herein granted shall be treated as an advancement to the recipient beneficiary and shall be charged against the share or portion of the corpus of my estate to be thereafter distributed or held in trust for him or her.

**8.3 Filing of Tax Returns.** I authorize my Executor to prepare, execute and file with my wife or with her estate, a joint federal income tax return for any year or years for which I have not filed such return or returns prior to my death, and I further authorize my Executor to execute and file federal gift tax returns with my wife if any gift tax return is required of either of us for the year in which my death occurs or in years prior thereto and to consent therein that any gifts made therein be considered as having been made one-half (½) by me.

**8.4 Election to Claim Expenses.** I am cognizant of the fact that the provisions of the Federal Internal Revenue Code (and other applicable laws) in force at the time of my death and applicable to my estate may permit my Executor to elect to claim certain administration and other expenses as deductions, either in the income tax returns of my estate or in the estate tax return. It is my desire that my Executor elect to claim, from time to time, such expenses as deductions on the particular tax returns which, in my Executor's opinion, should result in the smallest combined taxes being paid, irrespective of whether such expenses may be payable from income or corpus and irrespective of the fact that such election may necessitate adjustments between income and corpus required by law or otherwise may substantially affect property interests passing to beneficiaries under my Will. I exonerate my Executor from all liability for any such election and direct that no beneficiary shall have any claim against my Executor or my estate by reason of the exercise of my Executor's judgment in this respect.

**8.5 Payment of Expenses and Taxes.** I direct that my Executor pay out of my residuary estate without contribution by any beneficiary under this Will or by any other recipient of any of my property as aforesaid, (i) all of my funeral expenses and the expenses of my last illness; (ii) the expenses of administration of my estate; and (iii) all estate, inheritance, legacy, or succession taxes imposed upon or assessed against my estate or made payable by reason of my death by the laws of the United States and any of the states, whether the property constituting my taxable estate passes under this Will, by contract, or otherwise, including any portion of such taxes that may be imposed or assessed because of the inclusion of the insurance on my life in the value of my estate for tax purposes, but excluding federal estate taxes attributable to the value of property includable in my gross estate by reason of Section 2044 of the Internal Revenue Code of 1986, as now enacted or as may be amended hereafter, to the extent the same are directed to be paid from said property by my wife's Last Will and Testament.

**8.6 Appointment of Ancillary Executor.** If at any time, or from time to time, my Executor shall not be authorized under or by virtue of the laws of the United States, the State of Texas, or any other state of the United States, or of any foreign country, or political subdivision thereof, having jurisdiction of any of the assets or properties comprising a part of my estate, to act as Executor or as sole Executor with reference to any particular property, transaction, matter, or thing in such jurisdiction having such limitation or prohibition, then, and in each such instance, to the extent permitted by the laws of such jurisdiction, my Executor, without the necessity of any application to or the approval of any court, may nominate and appoint one or more qualified persons, or corporations (with trust powers), to act as an auxiliary or ancillary Executor with my then acting Executor and to take all such action with respect to the assets and properties so situated as my then



acting Executor shall authorize from time to time or as may be desirable or necessary under the circumstances.

## ARTICLE IX.

### DEFINITIONS

**9.1 Issue.** As used herein, the term "issue" shall mean all legitimate descendants of whatever degree of the named ancestor, including descendants both by blood and adoption, provided such adoption is by court proceedings, the finality of which is not questioned by the adopting person. The terms "my children" or a "child of mine" shall mean Judy Kay Larson, Carolyn Gay Maynard, and James David Devoll and all children born of, or adopted during my marriage to Pat J. Devoll.

**9.2 Gender.** Except where otherwise required by the context of this Will, the masculine gender shall be deemed to include the feminine and the neuter, and the singular, the plural, and vice versa.

**9.3 Executor.** Wherever used in this Will, the term "Executor" includes the office of "Executrix" and any use of a male pronoun referring to "Executor" shall be construed to refer also to my "Executrix" serving in said office.

**9.4 Basis of Property Distributed to Issue.** Wherever in this Will property is directed to be distributed to or set aside for issue, the property shall be distributed to or set aside for such issue on a per stirpes basis.

IN WITNESS WHEREOF, I have hereunto subscribed my name this the 22<sup>nd</sup> day of November, 2004, to this, my Last Will and Testament, consisting of this and fourteen (14) preceding pages (each of which I am initialing for the purposes of identification), in the presence of Jodie Rose, Amanda LeDane, and Anita Richardson, who attest the same at my request and in my presence and in the presence of each other.



---

Jesse E. Devoll, Testator

On the 22<sup>nd</sup> day of November, 2004, Jesse E. Devoll declared to us, the undersigned, Jodie Rose, Amanda LeDane, and Anita Richardson, each being more than fourteen (14) years of age, that the foregoing was his last Will and Testament and he requested us to act as witnesses of the same and to his signature thereon. He thereupon signed said Will in our presence, we being present at the same time, and we now, at his request and in his presence and in the presence of each other, do hereunto subscribe our names as witnesses, and we and each of us declare that we believe said Jesse E. Devoll to be of sound mind and memory.

WITNESSES:

Jodie Rose  
Jodie Rose

Amanda LeDane  
Amanda LeDane

Anita Richardson  
Anita Richardson

ADDRESSES:

451 Wilson Creek Blvd., #922

McKinney, Texas 75069

171 Dickson Circle

Sherman, Texas 75090

592 FM 272

Leonard, Texas 75452

THE STATE OF TEXAS       §  
  §  
COUNTY OF ROCKWALL    §

BEFORE ME, the undersigned authority, on this day personally appeared Jesse E. Devoll, Jodie Rose, Amanda LeDane, and Anita Richardson, known to me to be the Testator and the witnesses, respectively, whose names are subscribed to the annexed or foregoing instrument in their respective capacities, and all of said persons being by me duly sworn, the said Jesse E. Devoll, Testator, declared to me and to the said witnesses in my presence that said instrument is his Last Will and Testament and that he had willingly made and executed it as his free act and deed for the purposes therein expressed; and the said witnesses, each on his or her oath, stated to me, in the presence and hearing of said Testator, that the said Testator had declared to them that said instrument is his Last Will and Testament and that he executed same as such and wanted each of them to sign it as a witness; and upon their oaths, each witness stated further that they did sign the same as witnesses in the presence of said Testator and at his request; that he was at that time eighteen (18) years of age or over and was of sound mind; and that each of said witnesses was then at least fourteen (14) years of age.

Jesse E. Devoll

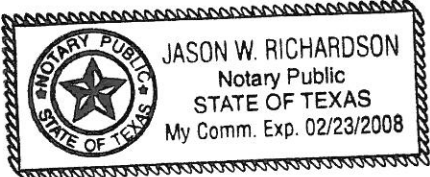
Jesse E. Devoll, Testator

Jodie Rose  
Jodie Rose, Witness

Amanda LeDane  
Amanda LeDane, Witness

Anita Richardson  
Anita Richardson, Witness

SUBSCRIBED AND ACKNOWLEDGED BEFORE ME by the said Jesse E. Devoll, Testator, and SUBSCRIBED AND SWORN TO BEFORE ME by the said Jodie Rose, Amanda LeDane, and Anita Richardson, witnesses, on this the 22<sup>nd</sup> day of November, 2004.



Jason W. Richardson  
Notary Public in and for  
The State of Texas

**LETTERS TESTAMENTARY**

PR05-16

THE STATE OF TEXAS  
COUNTY OF ROCKWALL

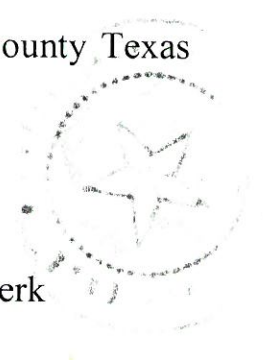
IN COUNTY COURT  
AT LAW  
ROCKWALL, TEXAS

I, Paulette Burks, Clerk of the County Court at Law of Rockwall County, Texas, do hereby certify that on the 20<sup>th</sup> day of March, 2006, Judy Kay Larson and James David Devoll were by said Court duly granted Letters Testamentary of the Estate of Jesse Everet Devoll, deceased, and that they have duly qualified as Independent Co-executors of Decedent's Will and Estate on the 20th day of March, 2006, as the law requires, and that said appointment is still in full force and effect.

Witness my hand and seal of said court, at Rockwall County Texas  
this 21<sup>st</sup> day of November, 2006.

Paulette Burks, County Clerk  
Rockwall County, Texas

By: , Deputy



No. PR06-16

FILED  
ROCKWALL COUNTY TEXAS

IN THE ESTATE OF  
JESSE EVERET DEVOLL,  
DECEASED

§  
§  
§  
§  
§

IN THE PROBATE COURT  
OF  
ROCKWALL COUNTY, TEXAS  
2006 MAR 20 PM 2:03  
CLERK  
DEPUTY

**ORDER PROBATING WILL AND  
AUTHORIZING LETTERS TESTAMENTARY**

On this day came on to be heard the Application filed herein by JUDY KAY LARSON and JAMES DAVID DEVOLL on February 21, 2006, for the probate of the Will of JESSE EVERET DEVOLL, hereinafter called Decedent, and for the issuance of Letters Testamentary.

The Court, after having heard and considered the evidence, finds that legal notices of the filing of said Application have been issued and posted in the manner and for the length of time required by law, and no one came to contest same; and it further appearing that said Will was executed on November 22, 2004 with the formalities and solemnities and under the circumstances required by law to make it a valid Will, was self-proved according to law during the lifetime of said Decedent; that such Will has not been revoked by Decedent; that Decedent died at 137 Liberty Lane, Rockwall, Rockwall County, Texas on January 22, 2006; that this Court has jurisdiction and venue over the estate because Decedent was domiciled in Texas and had a fixed place of residence in Rockwall County, Texas at the time of his death; that four years have not elapsed since the death of Decedent or prior to the said Application; that a necessity exists for the administration of this estate; that no state, governmental agency of the state, nor charitable organization is named by the Will as a devisee; that Decedent's Will named JUDY KAY LARSON and JAMES DAVID DEVOLL to serve as Independent Co-Executors to act independently without bond or other security, and the said JUDY KAY LARSON and JAMES DAVID DEVOLL are not disqualified by law from serving as such or from accepting Letters Testamentary, and would be entitled to such letters.



TRUE AND CORRECT COPY OF  
ORIGINAL RECORD FILED IN  
ROCKWALL COUNTY, TEXAS:  
LISA CONSTANT, COUNTY CLERK  
BY Laura Starr DEPUTY



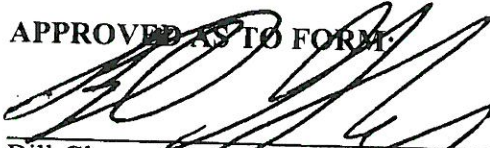
**IT IS THEREFORE ORDERED AND DECREED** by the Court that said Will is hereby proved and established and admitted to probate and recorded as the **LAST WILL AND TESTAMENT** of said JESSE EVERET DEVOLL, Deceased, and that JUDY KAY LARSON and JAMES DAVID DEVOLL be, and are hereby appointed Independent Co-Executors of said Will and Estate without bond.

**IT IS FURTHER ORDERED** by the Court that Letters Testamentary upon the Will and Estate of JESSE EVERET DEVOLL, Deceased, be and the same are hereby granted, that the Clerk shall issue said Letters Testamentary to JUDY KAY LARSON and JAMES DAVID DEVOLL, as Independent Co-Executors, when qualified according to law, and that no other action shall be had in this Court other than the return of an Inventory, Appraisalment and List of Claims as required by law.

SIGNED this 20 day of March, 2006.

  
\_\_\_\_\_  
JUDGE PRESIDING

APPROVED AS TO FORM:

  
\_\_\_\_\_  
Bill Glaspy  
Attorney for Judy Kay Larson and  
James David Devoll  
State Bar No.: 08002000  
P. O. Box 850307  
Mesquite, Texas 75185-0307  
Telephone: (972) 329-0160  
Facsimile: (972) 329-6151

**ORDER PROBATING WILL AND  
AUTHORIZING LETTERS TESTAMENTARY – Page 2**  
03/02/06

I, Lisa Constant, County Clerk of Rockwall County, Texas do hereby certify that the foregoing, consisting of 2 pages, is a true and correct copy of the original record now on file and/or recorded in the

\_\_\_\_\_  
Probate records;  
\_\_\_\_\_  
3-26-08 Date  
Lisa Constant, County Clerk  
Rockwall County, Texas  
By Judy Kay Larson Deputy