



null and void upon the removal of the Encroachments regardless of whether said removal is caused by voluntary means or an event of force majeure. Changes in the physical shape or size of the Encroachments, reconstruction of said Encroachments or additional construction within the Encroachment Areas shall be considered additional encroachments without authority and in violation of the legal rights and interests of the City.

Owner accepts the Encroachment Areas on an "AS IS" basis and in their present condition. Owner acknowledges that its acceptance of an "AS IS" basis forms a material part of the consideration of this Consent to Encroachment.

**OWNER, ITS RESPECTIVE HEIRS, ADMINISTRATORS, EXECUTORS, SUCCESSORS AND ASSIGNS, SHALL INDEMNIFY AND SAVE HARMLESS THE CITY, ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, INSURERS AND ADVISORS FROM ANY AND ALL CLAIMS, DEMANDS, CHARGES, SUITS OR ACTIONS FOR PROPERTY DAMAGE OR LOSS, OR LOSS OF USE THEREOF, AND PERSONAL INJURY AND DEATH, WHETHER AT LAW OR IN EQUITY, BROUGHT BY ANY PERSON, ENTITY, OR AGENCY, INCLUDING BUT NOT LIMITED TO OWNERS AND EMPLOYEES OR AGENTS OF OWNERS, AND ALL EXPENSES OF LITIGATION INCLUDING BUT NOT LIMITED TO, REASONABLE ATTORNEYS' FEES AND LITIGATION EXPENSES, ARISING OUT OF OR IN ANY MANNER CONNECTED WITH THE USE, CARE OR MAINTENANCE OF THE ENCROACHMENTS AND ENCROACHMENT AREAS.**

This Consent to Encroachment in no way relieves Owner, its heirs, administrators, executors, successors, and assigns, from the restrictions, if any, to which the City's Property and Owner's Property are made subject by deed or otherwise, and the restrictions contained in all applicable zoning ordinances.

The City retains the right to perform any cleaning, maintenance, alteration or removal of dirt or other matters within the area adjacent to the Encroachment Area for drainage, water or sewer service or other public services as is determined to be necessary by the City during the term of this Consent to Encroachment.

This Consent to Encroachment may be executed in two or more counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument.

This Consent to Encroachment may be modified, amended or supplemented only by a written instrument executed by both parties.

This Consent to Encroachment was **APPROVED** by the Board of Commissioners of the City of Breckenridge on the \_\_\_\_ day of \_\_\_\_\_, 202\_\_.

*Signature page follows*

CITY OF BRECKENRIDGE

\_\_\_\_\_  
Bob Sims, Mayor

STATE OF TEXAS §  
COUNTY OF STEPHENS §

This instrument was acknowledged before me on this \_\_\_\_\_ day of \_\_\_\_\_, 202\_\_, by Bob Sims, Mayor for the City of Breckenridge, Texas.

\_\_\_\_\_  
Notary Public, State of Texas

**ATTEST:**

\_\_\_\_\_  
Heather Robertson-Caraway, CCCII, TRMC  
Interim City Manager/City Secretary

Date: \_\_\_\_\_, 202\_\_

<p><b>AFTER RECORDING RETURN TO:</b> Heather Robertson-Caraway, City Secretary 105 N. Rose Avenue Breckenridge, Texas 76424</p>	
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**WARRANTY DEED WITH VENDOR'S LIEN**

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

**DATE:** December 2, 2014

**GRANTOR:** WILLIAM R. SMITH, JR. and CHERYL J. SMITH, husband and wife

**GRANTEE:** ANDREW LINDON PATRICK DRAKE, an unmarried person

**GRANTEE'S MAILING ADDRESS:** 9464 CR 204  
Breckenridge, Texas 76424

**CONSIDERATION:** TEN AND NO/100 DOLLARS (\$10.00) and a note of even date that is in the principal amount of **SEVENTY EIGHT THOUSAND FIVE HUNDRED AND NO/100 (\$78,500.00)** and is executed by Grantee, payable to the order of **GUILD MORTGAGE COMPANY**. It is secured by a vendor's lien retained in this deed and by a deed of trust of even date from Grantee to **CHRIS PEIRSON**, Trustee.

**PROPERTY:**

*Surface of the North 50 Feet of Lots 7, 8 and 9, Block 14, EAST BRECKENRIDGE ADDITION to the City of Breckenridge, Stephens County, Texas, according to the map or plat thereof recorded in Cabinet 1, Slide 9-A, Plat Records of Stephens County, Texas.*

**Reservations from and Exceptions to Conveyance and Warranty:**

This conveyance is made and accepted subject to any and all conditions and restrictions, if any, relating to the hereinabove described property, to the extent, and only to the extent, that the same may still be in force and effect, shown of record in the office of the County Clerk of said county.

All oil, gas and other minerals are excepted from this conveyance. This conveyance is further subject to any valid and enforceable restrictions, easements and rights-of-way of record in the office of the County Clerk of Stephens County, Texas as of this date, if any, which affect the above described land.

Grantor, for the consideration and subject to the reservations from and exceptions to conveyance and warranty, grants, sells, and conveys to Grantee the property, together with all and singular the rights

and appurtenances thereto in any wise belonging, TO HAVE AND TO HOLD it to Grantee, Grantee's heirs, executors, administrators, successors, or assigns forever. Grantor hereby binds Grantor and Grantor's heirs, executors, administrators, and successors to WARRANT AND FOREVER defend all and singular the property to Grantee and Grantee's heirs, executors, administrators, successors, and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof, except as to the reservations from and exceptions to warranty.

The vendor's lien against and superior title to the property are retained until each note described is fully paid according to its terms, at which time this deed shall become absolute.

GUILD MORTGAGE COMPANY, at Grantee's request, has paid in cash to Grantor that portion of the purchase price of the property that is evidenced by the note described. The vendor's lien and superior title to the property are retained for the benefit of GUILD MORTGAGE COMPANY and are transferred to that party without recourse on Grantor.

EXECUTED this 2 day of December, 2014

  
WILLIAM R. SMITH, JR.

  
CHERYL J. SMITH

(Acknowledgment)

STATE OF TEXAS.  
COUNTY OF STEPHENS

This instrument was acknowledged before me on the 2 day of December, 2014, by WILLIAM R. SMITH, JR. and CHERYL J. SMITH.



  
Notary Public, State of Texas

AFTER RECORDING RETURN TO:

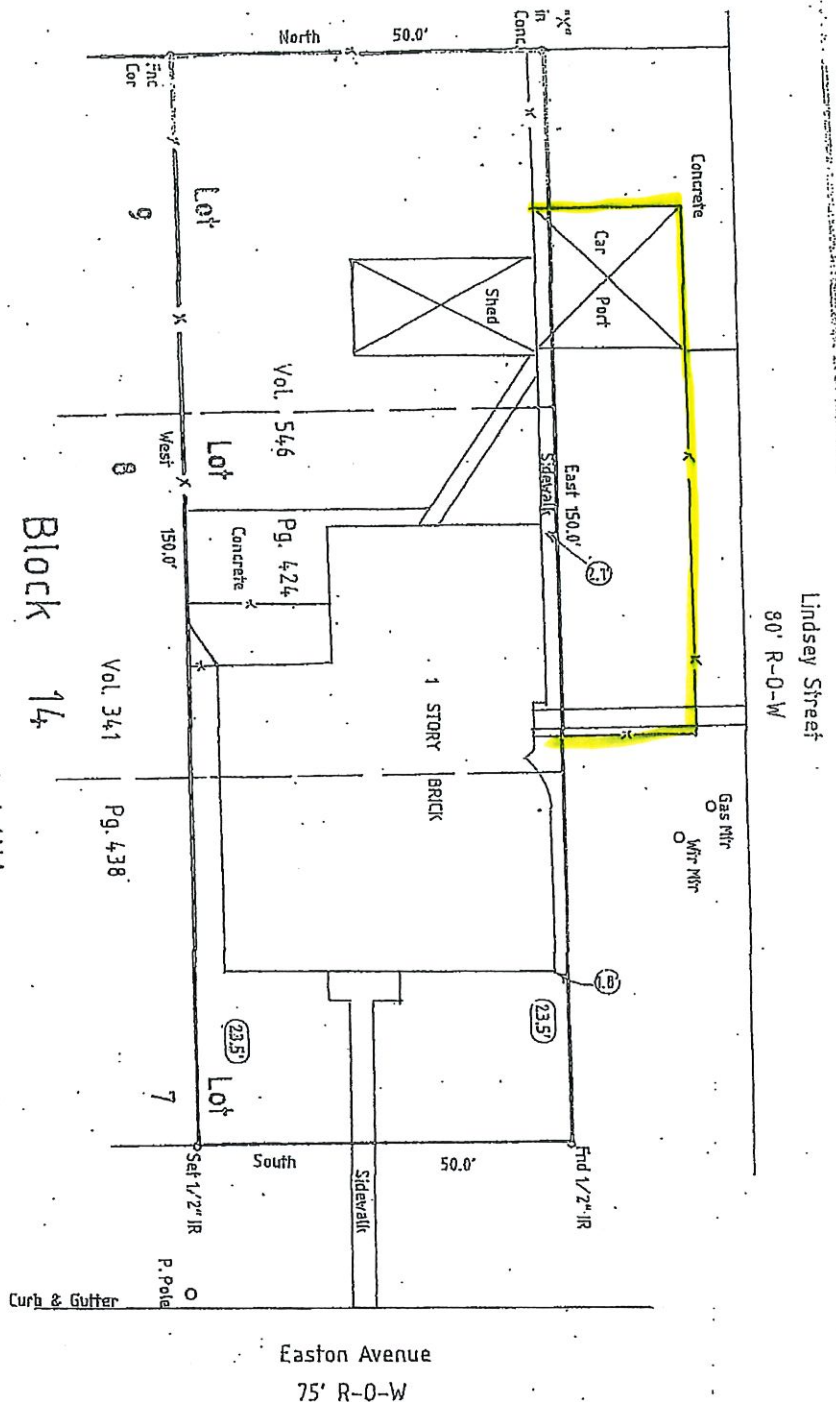
ANDREW LINDON PATRICK DRAKE  
9464 CR 204  
Breckenridge, Texas 76424

PREPARED IN THE LAW OFFICE OF:

BETTISON, DOYLE, APFFEL & GUARINO, P.C.  
4400 Buffalo Gap Road, #1100  
Abilene, Texas 79606



# East Breckenridge Addition



Plat showing north 50.0' of Lots 7, 8, & 9,  
Block 14, East Breckenridge Addition to  
the City of Breckenridge, Stephens County,  
Texas.

By scaling subject house does not appear to be  
located within the 100 year flood plain according  
to the FRM 4829C0125 C, dated January 2, 1991.

Address : 311 N. Easton  
Breckenridge, Texas 76424



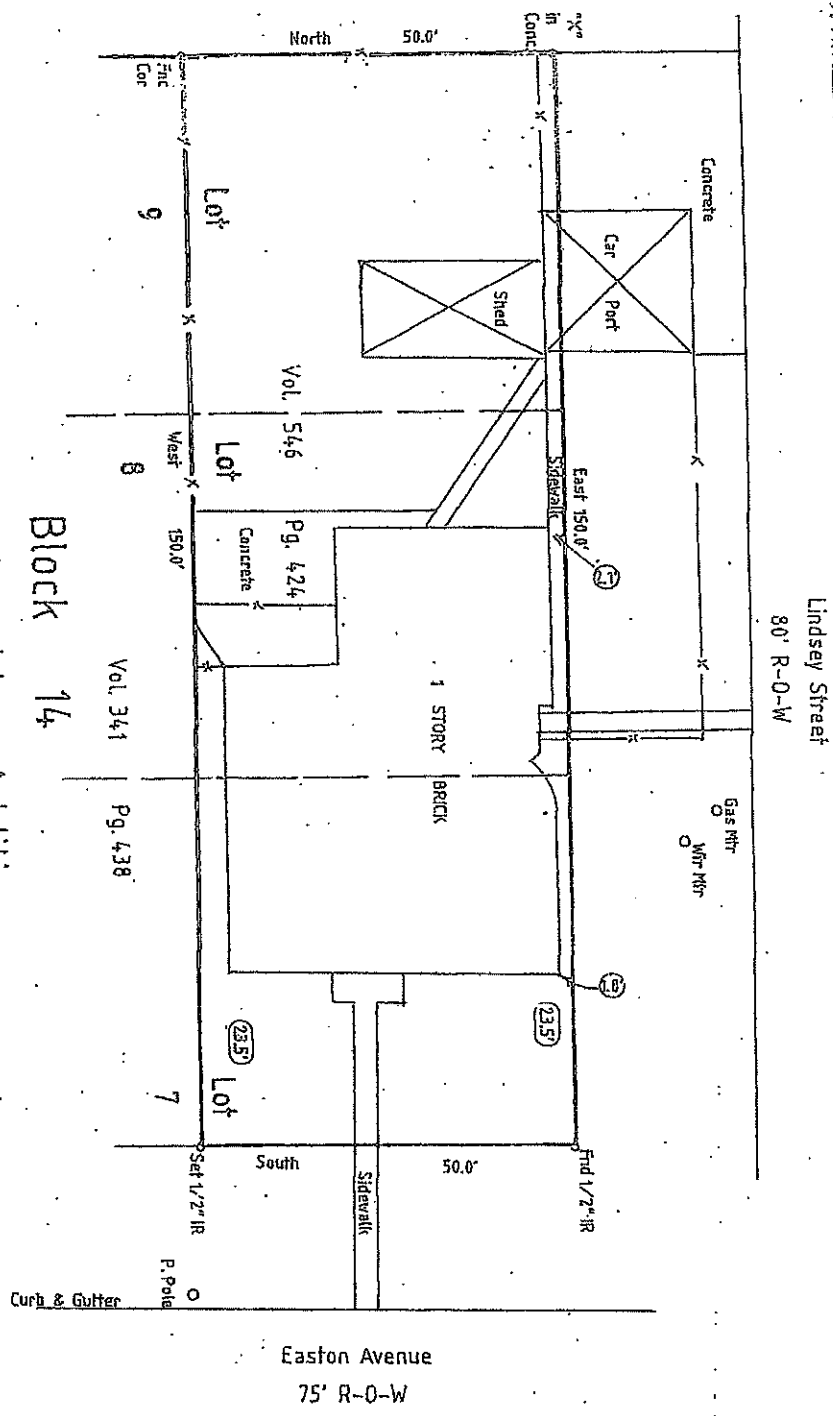
**SURVEY PLAT OF  
STEPHENS COUNTY,  
TEXAS**  
**HEATLEY SURVEYING**  
P. O. BOX 1  
BRECKENRIDGE, TX 76424  
(254) 559-8914

I hereby certify that this survey was  
made on the ground and that this plat  
correctly represents the facts found  
at the time of the survey.

William K. Heatley  
Registered Professional Land Surveyor No. 4015

Print Number: S-914L

SCALE: 1" = 20'  
DATE: 03-17-09  
FILE: SMTTW



East Breckenridge Addition

Plat showing north 50.0' of Lots 7, 8, & 9, Block 14, East Breckenridge Addition to the City of Breckenridge, Stephens County, Texas.

By scaling subject house does not appear to be located within the 100 year flood plain according to the FIRW 4829C0125 C, dated January 2, 1991.

Address : 311 N. Easton Breckenridge, Texas 76424



I hereby certify that this survey was made on the ground and that this plat correctly represents the facts found at the time of the survey.

*William R. Heasley*  
 William R. Heasley  
 Registered Professional Land Surveyor #4015

SURVEY PLAT OF  
 STEPHENS COUNTY,  
 TEXAS  
 HEATLEY SURVEYING  
 P. O. BOX 1  
 BRECKENRIDGE, TX 76424  
 (254) 559-8914

Print Number: S-914L

SCALE: 1" = 20'  
 DATE: 03-17-03  
 FILE: S877117