

WATER SERVICE TRANSFER AGREEMENT

STATE OF TEXAS §

COUNTY OF TRAVIS §

This WATER SERVICE AREA TRANSFER AGREEMENT (this "*Agreement*") is entered into by and between **Manville Water Supply Corporation**, a Texas nonprofit water supply corporation ("*Manville* ") and the **City of Manor**, a Texas home rule municipality operating a retail public water utility (the "*City*"). Manville and the City are each referred to herein as a "*Party*" and are collectively referred to herein as the "*Parties*."

Recitals

WHEREAS, Manville is the holder of Certificate of Convenience and Necessity No. 11144 (the "*Manville CCN*"), the boundaries of which are within Travis, Bastrop, Williamson, and Lee Counties, Texas;

WHEREAS, the City is the holder of water CCN No. 10947, the boundaries of which are primarily within Travis County, Texas (the "*City CCN*");

WHEREAS, Texas Water Code ("*TWC*") §13.248 authorizes contracts between retail public utilities designating areas and customers to be served by those retail public utilities, when approved by the Public Utility Commission of Texas (the "*PUC*") after public notice and hearing;

WHEREAS, the Manville CCN and the City CCN boundaries are adjacent to each other in certain locations;

WHEREAS, OWNER Forestar (USA) Real Estate Group, Inc. ("*Owner*" or "*Forestar*") owns two tracts of land totaling 71.567 acres located in the Manville CCN, which are more particularly described and depicted in **Exhibit "A"** attached hereto (the "*Transfer Tracts*");

WHEREAS, Owner has requested, and Manville has agreed, to authorize the transfer of the Transfer Tracts from the Manville CCN to the Manor CCN; and

WHEREAS, the Parties desire to transfer the retail water certification for the Transfer Tracts from the Manville CCN to the City CCN in accordance with the terms of this Agreement.

NOW THEREFORE, for and in consideration of the mutual promises and covenants herein contained and other good and valuable consideration, the receipt and sufficiency of which is acknowledged by all Parties, it is agreed as follows:

1. **Purpose.** This Agreement shall be a "contract" designating areas and customers to be served by the Parties in accordance with TWC § 13.248.

2. **Transfer.** Manville transfers to the City, and the City accepts from Manville, the portion of Manville's water CCN No. 11144 that overlaps with the Transfer Tracts, and the Parties hereby agree to the modifications of the boundaries of their water CCNs accordingly.

3. **PUC Application.** The Parties agree to cooperate and collaborate in all actions necessary to prepare, file, and advance the application at the PUC necessary to approve the transfer of these water CCN tracts. The Parties agree that Owner will take primary responsibility for drafting, filing, and advancing that application, in collaboration with Manville and the City.

4. **No Continuing Obligation to Serve.** The Parties agree that, upon PUC approval of the application to transfer the portions of the Manville CCN that overlap the Transfer Tract to the City, Manville shall have no further obligation to provide retail water service to the Transfer Tracts. If the PUC does not agree to allow the transfer of the water CCN area corresponding with the Transfer Tracts, the Parties may continue to discuss how best to achieve the purpose of this Agreement.

5. **City Service.** Retail water service by the City to the Transfer Tracts will be governed by the City's established service policies.

6. **Term.** This Agreement will terminate on the date that the PUC's decision regarding this transfer is final and non-appealable.

7. **Effective Date.** The Effective Date shall be the date on which the last party signs the Agreement.

8. **Applicable Law.** This Agreement shall be governed by, and construed in accordance with, the Constitution and laws of the State of Texas.

9. **Entire Agreement.** This Agreement reflects the entire agreement between the Parties, and supersedes all prior and contemporaneous agreements and understandings, both written and oral, between the Parties with respect to the subject matter hereof.

10. **Notices.** All notices and correspondence pertaining to the Agreement shall be in writing delivered by hand or certified mail, return receipt requested and postage prepaid, or by nationally recognized courier service, and shall be addressed as follows, unless a Party notifies the other in accordance with this Section of a change of address or other information provided herein:

If to Manville:
Manville Water Supply Corporation
Attn: General Manager
PO Box 248
Coupland, TX 78615
(512) 856-2488

If to the City:
City of Manor
Attn: City Manager
105 E. Eggleston Street
Manor, Texas, 78653
Telephone: (512) 972-0117

With a copy of all notices to:

Owner:

Forestar (USA) Real Estate Group Inc.
Attn: Carrie Cappel and Will Genrich
2221 E. Lamar Blvd., Suite 790
Arlington, Texas 76006
Email: carriecappel@forestar.com and
willgenrich@forestar.com

Notice shall be effective only upon receipt by the party being served, except notice shall be deemed delivered and received seventy-two (72) hours after posting by the United States Post Office, by the method described above.

11. **Successors and Assigns.** This Agreement shall bind the Parties and their legal successors but shall not otherwise be assignable by any Party without prior written consent of the other Party, which consent shall not be unreasonably withheld.

12. **Venue.** Venue, whether administrative or judicial, shall be proper and lie exclusively in the state courts of Travis County, Texas.

13. **Recitals.** The above recitals are true and correct and are incorporated into this Agreement for all purposes.

14. **Multiple Originals.** This Agreement may be executed in any number of counterparts, each of which shall be, for all purposes, deemed to be an original, and all such counterparts shall together constitute and be one and the same instrument.

15. **Authority.** The Parties represent that the individuals named below are duly authorized to execute this Agreement on behalf of their respective Party.

16. **Enforceability.** The Parties agree that this Agreement constitutes the legal, valid, and binding obligation of each Party hereto, enforceable in accordance with its terms, and that each Party is entering into this Agreement in reliance upon the enforceability of this Agreement.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement effective as of the date signed by the last of the Parties hereto (the "Effective Date").

MANVILLE WATER SUPPLY CORPORATION

By: 

Name: Erite Prinz

Time: 11:58 A.M.

Date: 05-14-2024

CITY OF MANOR

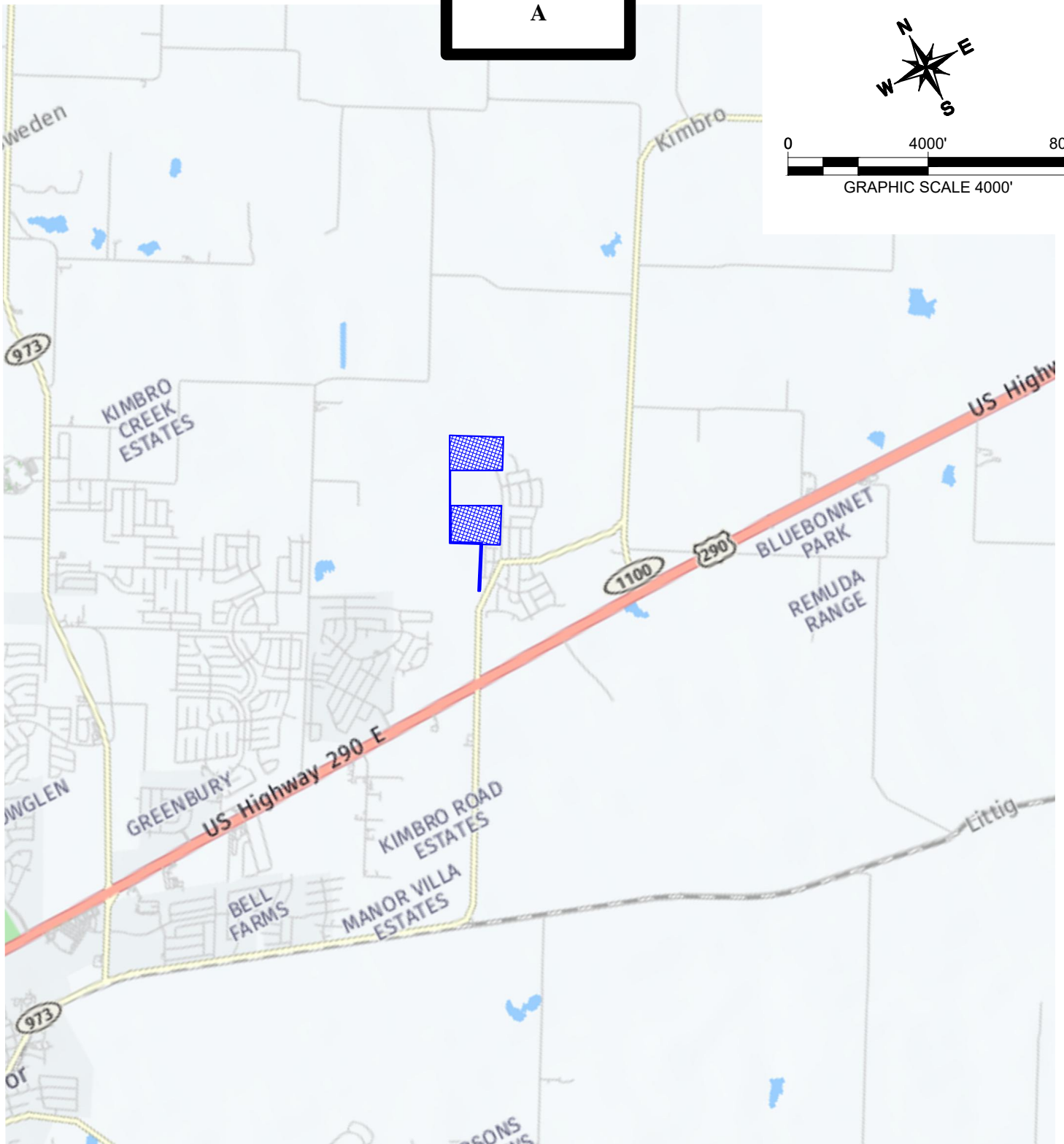
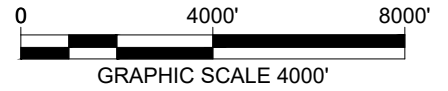
By: _____

Name: _____

Time: _____

Date: _____

**Exhibit
A**



LEGEND



TRACT OF
LAND

CITY OF MANOR,
TRAVIS COUNTY, TEXAS
DATE CREATED: 1/16/2024

GENERAL MAP -
FORESTAR (USA) REAL ESTATE GROUP, INC. TO
AMEND MANVILLE WSC (CCN NO. 11144) BY
STREAMLINED EXPEDITED RELEASE IN
TRAVIS COUNTY

Kimley»Horn

© 2024 KIMLEY-HORN AND ASSOCIATES, INC.
1501 S. AUSTIN AVE., SUITE 1310, GEORGETOWN, TX 78626
PHONE: 512-550-0759 FAX: 512-418-1791
WWW.KIMLEY-HORN.COM
TEXAS REGISTERED ENGINEERING FIRM F-928

Plotted By: Barry, Kirby. Date: January 16, 2024. 09:56:37am. File Path: K:\AUS_CMA\082625700_Sky Village South\Map\Exhibits\20231221_PUC-Exhibit.dwg
This document, together with the concepts and designs presented herein, is intended only for the specific purpose and client for which it was prepared. Reuse of and improper reliance on this document without written authorization and adaptation by Kimley-Horn and Associates, Inc. shall be without liability to Kimley-Horn and Associates, Inc.

Plat Document # _____

Plat

Plat Records Index Sheet:

Subdivision Name: J.F. Nagle Estates

Owner's Name: GR Investments, Michael C. Rife

Resubdivision? (yes or no) No

Additional Restrictions or Comments:
1999058185

Return: COA
Hector Avila
P O Box 1088
Austin, Tx. 78767

Plat File Stamp

FILED AND RECORDED

Dana DeBeauvoir

06-30-1999 09:48 AM 199900207
GUERRAY \$56.00
Dana DeBeauvoir, COUNTY CLERK
TRAVIS COUNTY, TEXAS

ARTHUR WITTIG
10.00 ACRES
VOL.8350, PG.126
TCRPR

LIMUEL HUNTER
10.00 ACRES
VOL.8428, PG.58
TCRPR

DENNIS D. SCHAFER
10.00 ACRES
VOL.8564, PG.473
TCRPR

VETERANS LAND BOARD
10.00 ACRES
VOL.8429, PG.965
TCRPR

SHEILA F. HOOTEN
114.836 ACRES
VOL.12273, PG.338
TCRPR

JOHN W. NAGLES &
DORTHY N. PARK
100 ACRES
VOL.277, PG.430
TCRPR

JOHN SABOL AND SPOUSE,
PRISCILLA BOHOT
126.528 ACRES
VOL.13246, PG.2462
TCRPR

JOHN F. NAGLE
VOL.180, PG.240
TCRPR

JOHN T. STOKES & WIFE
JANET S. CRAIG STOKES
31.492 ACRES
VOL.12093, PG.142

ROYCE L. ABRAHAMSON
96.75 ACRES
VOL.9478, PG.871
TCRPR

ROYCE L. ABRAHAMSON
10.00 ACRES
VOL.8952, PG.924

LOT 3
36.099 ACRES

LOT 2
35.607 ACRES

LOT 1
35.468 ACRES

LEMUEL KIMBRO SURVEY NO. 64

A.C. CALDWELL SURVEY NO. 52

OLD KIMBRO ROAD

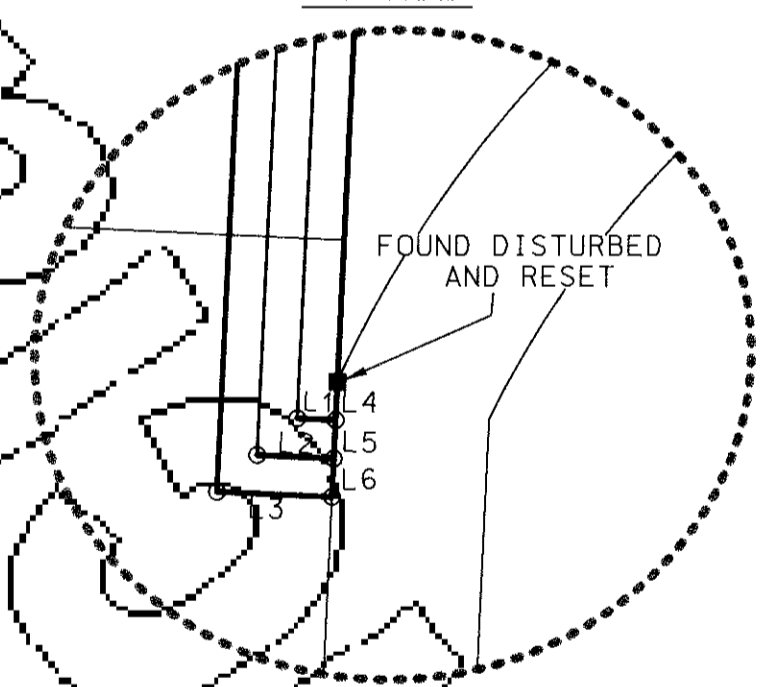


LEGEND

- = 1/2" IRON ROD FOUND
UNLESS OTHERWISE NOTED
- ▲ = METAL FENCE POST FOUND
- = 5/8" IRON ROD IN CONCRETE FOUND
- = 5/8" IRON ROD SET
- TCRPR = TRAVIS COUNTY REAL PROPERTY RECORDS
- ORTC = OFFICIAL RECORDS TRAVIS COUNTY

LINE	DIRECTION	DISTANCE
L1	N59°29'29"W	20.00
L2	N59°29'29"W	40.00
L3	N59°29'29"W	60.00
L4	S30°30'31"W	20.00
L5	S30°30'31"W	20.00
L6	S30°30'31"W	20.00
L7	S06°47'52"W	77.88

DETAIL



CURVE	LENGTH	DELTA	RADIUS	DIRECTION	CHORD
C1	391.55	36°35'22"	613.14	N70°41'37"E	384.93
C2	176.00	07°10'01"	1407.07	S87°16'08"E	175.89

RAMSEY LAND SURVEYING, LLC.

8718 SOUTHWEST PARKWAY
P.O. BOX 92768
AUSTIN, TEXAS 78709-2768
PHONE (512) 301-9398
FAX (512) 301-9395
r1survey@flash.net

J.F. NAGLE ESTATES

FINAL PLAT

DRAWN BY	BHH/CAR
CHECKED	BR
DATE	02-12-1999
PROJECT NO	075-04
DRAWING NO	075-01
SHEET NO.	1 OF 2
FILENAME	075\GRIFFFP1.DGN

199900207

6/30/99 \$5600

199900207

GENERAL NOTES:

1. TRAVIS COUNTY DEVELOPMENT PERMIT IS REQUIRED PRIOR TO ANY SITE DEVELOPMENT.
2. RESTRICTIVE COVENANTS ARE RECORDED IN DOCUMENT NO. 199058185 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS.
3. DRIVEWAY ACCESS TO AND FROM OLD KIMBRO ROAD IS RESTRICTED TO THE JOINT USE DRIVEWAY AS SHOWN. SEE DOCUMENT NO. 199058184 OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS.

TRAVIS COUNTY HEALTH DEPARTMENT NOTES

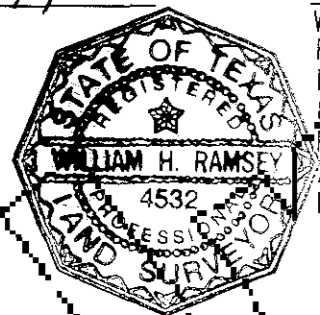
1. NO STRUCTURE IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL CONNECTED TO A PUBLIC SEWER SYSTEM OR A PRIVATE ON-SITE WASTEWATER DISPOSAL SYSTEM WHICH HAS BEEN APPROVED BY THE AUSTIN-TRAVIS COUNTY HEALTH AND HUMAN SERVICES DEPARTMENT.
2. NO STRUCTURE IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL CONNECTED TO A POTABLE WATER SUPPLY FROM AN APPROVED PUBLIC WATER SYSTEM WITH ADEQUATE QUANTITY FOR FAMILY USE AND OPERATION OF AN APPROVED PRIVATE ON-SITE WASTEWATER DISPOSAL SYSTEM.
3. NO WATER WELL MAY BE INSTALLED WITHIN 150 FEET OF AN ON-SITE WASTEWATER DISPOSAL SYSTEM NOR MAY AN ON-SITE WASTEWATER DISPOSAL SYSTEM BE INSTALLED WITHIN 150 FEET OF A WATER WELL.
4. NO CONSTRUCTION MAY BEGIN ON ANY LOT IN THIS SUBDIVISION UNTIL PLANS FOR THE PRIVATE ON-SITE WASTEWATER DISPOSAL SYSTEM ARE SUBMITTED TO AND APPROVED BY THE AUSTIN-TRAVIS COUNTY HEALTH AND HUMAN SERVICES DEPARTMENT.
5. ALL DEVELOPMENT ON LOTS IN THIS SUBDIVISION MUST BE IN ACCORDANCE WITH THE MINIMUM REQUIREMENTS OF CHAPTER 48 OF THE TRAVIS COUNTY POLICY, PROCEDURE AND REGULATIONS MANUAL.
6. THE ON-SITE SEWAGE FACILITIES SERVING THE LOTS IN THIS SUBDIVISION MUST BE PROFESSIONALLY DESIGNED.
7. THESE RESTRICTIONS ARE ENFORCEABLE BY THE AUSTIN-TRAVIS COUNTY HEALTH AND HUMAN SERVICES DEPARTMENT AND/OR THE LOT OWNERS.

Gwen Meighan, R.S. 6-11-99
 GWEN MEIGHAN, R.S. DATE
 TRAVIS COUNTY HEALTH DEPT.

NO PORTION OF THIS PROPERTY LIES WITHIN A SPECIAL FLOOD HAZARD AREA ACCORDING TO THE FEDERAL EMERGENCY MANAGEMENT AGENCY FLOOD INSURANCE RATE MAP NO. 48453C0030 E, EFFECTIVE JUNE 16, 1993.

I, WILLIAM H. RAMSEY, AM AUTHORIZED UNDER THE LAWS OF THE STATE OF TEXAS TO PRACTICE THE PROFESSION OF SURVEYING AND CERTIFY THAT THE ABOVE SUBDIVISION IS TRUE AND CORRECT, WAS PREPARED FROM AN ACTUAL SURVEY OF THE PROPERTY MADE UNDER MY SUPERVISION ON THE GROUND, THAT ALL BOUNDARY CORNERS, ANGLE POINTS, POINTS OF CURVATURE AND OTHER POINTS OF REFERENCE HAVE BEEN MARKED AS INDICATED HEREON.

6-11-99 William H. Ramsey
 DATE
 WILLIAM H. RAMSEY
 REGISTERED PROFESSIONAL LAND SURVEYOR NO. 4532
 RAMSEY LAND SURVEYING, L.L.C.
 8718 SOUTHWEST PARKWAY
 P.O. BOX 92768
 AUSTIN, TEXAS 78709-2768
 PHONE (512) 301-9398 FAX (512) 301-9395



STATE OF TEXAS *
 COUNTY OF TRAVIS * KNOW ALL MEN BY THESE PRESENTS *

THAT GR INVESTMENTS, A TEXAS GENERAL PARTNERSHIP, BY AND THROUGH MICHAEL C. RIFE, MANAGING PARTNER, BEING THE OWNER OF THAT CERTAIN 107.174 ACRES OF LAND SITUATED IN THE LEMUEL KIMBRO SURVEY NO. 64, AND THE A.C. CALDWELL SURVEY NO. 52 TRAVIS COUNTY, TEXAS BEING ALL OF THAT CERTAIN 105.327 ACRE TRACT OF LAND CONVEYED TO GR INVESTMENTS BY DEED RECORDED IN VOLUME 13311, PAGE 2849 OF THE REAL PROPERTY RECORDS OF SAID COUNTY, AND THAT CERTAIN 1.847 ACRE TRACT OF LAND CONVEYED TO GR INVESTMENTS BY DEED RECORDED IN VOLUME 13316, PAGE 1691 OF THE SAID REAL PROPERTY RECORDS, DO HEREBY SUBDIVIDE SAID 107.174 ACRES OF LAND IN ACCORDANCE WITH THIS PLAT TO BE KNOWN AS "J.F. NAGLE ESTATES" AND DO HEREBY DEDICATE ALL STREETS AND EASEMENTS AS SHOWN HEREON SUBJECT TO ANY EASEMENTS OR RESTRICTIONS HERETOFORE GRANTED AND NOT RELEASED.

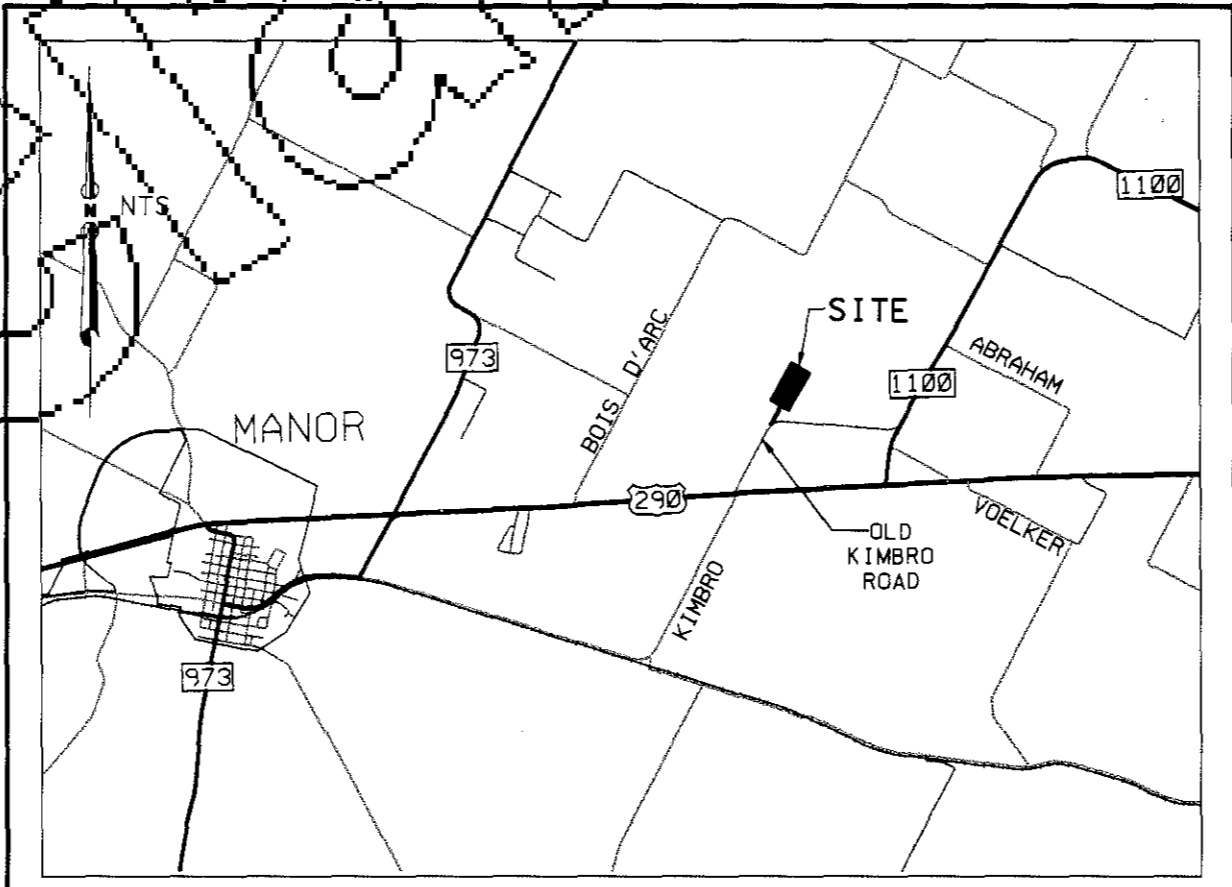
IN WITNESS WHEREOF, GR INVESTMENTS HAVE CAUSED THESE PRESENTS TO BE EXECUTED THIS 17TH DAY OF JUNE 1999.

GR INVESTMENTS
 P.O. BOX 27252
 AUSTIN, TEXAS 78755-8957
 PHONE (512) 345-8957
Michael C. Rife
 MICHAEL C. RIFE, MANAGING PARTNER

BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, ON THIS DAY PERSONALLY APPEARED MICHAEL C. RIFE, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FORGOING INSTRUMENT, AS MANAGING PARTNER OF GR INVESTMENTS, A TEXAS GENERAL PARTNERSHIP, AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME IN SUCH CAPACITY AS THE ACT OF SAID PARTNERSHIP FOR THE PURPOSES AND CONSIDERATION THEREIN EXPRESSED.

GIVEN UNDER MY HAND AND SEAL, THIS THE 17TH DAY OF JUNE 1999.

Charles Rothenbaugh
 NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS
 CHARLES ROTHENBAUGH (NAME)
 NOTARY PUBLIC
 State of Texas
 Com. Exp. 04-15-2000



VICINITY MAP

THIS SUBDIVISION LIES OUTSIDE THE CITY OF AUSTIN, E.T.C.

Alice Glasco 6-15-99
 TRACY WATSON ALICE GLASCO DATE
 DIRECTOR OF DEPARTMENT OF PLANNING AND DEVELOPMENT
 CITY OF AUSTIN
 DEPARTMENT OF PLANNING AND DEVELOPMENT INSPECTION DEPARTMENT

IN APPROVING THIS PLAT BY THE COMMISSIONERS COURT OF TRAVIS COUNTY, TEXAS, IT IS UNDERSTOOD THAT THE BUILDING OF ALL STREETS, ROADS AND OTHER PUBLIC THOROUGHFARES DELINEATED AND SHOWN ON THIS PLAT, AND ALL BRIDGES OR CULVERTS NECESSARY TO BE CONSTRUCTED OR PLACED IN SUCH STREETS, ROADS OR OTHER PUBLIC THOROUGHFARES OR IN CONNECTION THEREWITH SHALL BE THE RESPONSIBILITY OF THE OWNER AND/OR THE DEVELOPER OF THE TRACT OF LAND COVERED BY THIS PLAT IN ACCORDANCE WITH PLANS AND SPECIFICATIONS PRESCRIBED BY THE COMMISSIONERS COURT OF TRAVIS COUNTY, TEXAS, AND THE COMMISSIONERS COURT OF TRAVIS COUNTY, TEXAS, ASSUMES NO OBLIGATION TO BUILD THE STREETS, ROADS OR OTHER PUBLIC THOROUGHFARES SHOWN ON THIS PLAT, OR OF CONSTRUCTING ANY BRIDGES OR CULVERTS IN CONNECTION THEREWITH, BE IT RESOLVED BY THE COMMISSIONERS COURT OF TRAVIS COUNTY, TEXAS, THAT THE ACCEPTANCE FOR MAINTAINING BY TRAVIS COUNTY, TEXAS OF THE ROADS OR STREETS IN REAL ESTATE SUBDIVISIONS DOES NOT OBLIGATE THE COUNTY TO INSTALL STREET MARKING SIGNS, AS THIS IS CONSIDERED TO BE A PART OF THE DEVELOPERS' CONSTRUCTION, BUT THAT ERECTING SIGNS FOR TRAFFIC CONTROL, SUCH AS FOR SPEED LIMITS AND STOP AND YIELD SIGNS, SHALL REMAIN THE RESPONSIBILITY OF THE COUNTY.

STATE OF TEXAS
 COUNTY OF TRAVIS

I, DANA DEBEAUVOIR, CLERK OF THE COUNTY COURT OF TRAVIS COUNTY, TEXAS, DO HEREBY CERTIFY THAT ON THE 29TH DAY OF JUNE, 1999 A.D., THE COMMISSIONERS COURT OF TRAVIS COUNTY, TEXAS PASSED AN ORDER AUTHORIZING THE FILING FOR RECORD OF THIS PLAT AND THAT SAID ORDER WAS DULY ENTERED IN THE MINUTES OF SAID COURT IN BOOK 26-4, PAGE(S) 210.

WITNESS MY HAND AND SEAL OF OFFICE OF THE COUNTY COURT OF SAID COUNTY, THE 29TH DAY OF JUNE, 1999, A.D.

DANA DEBEAUVOIR, CLERK, COUNTY COURT, TRAVIS COUNTY, TEXAS.

Jackie Raney
 BY: DEPUTY
 J. Raney

STATE OF TEXAS
 COUNTY OF TRAVIS

I, DANA DEBEAUVOIR, CLERK OF TRAVIS COUNTY, TEXAS, DO HEREBY CERTIFY THAT THE FOREGOING INSTRUMENT OF WRITING, WITH ITS CERTIFICATE OF AUTHENTICATION WAS FILED FOR RECORD IN MY OFFICE ON THE 30TH DAY OF JUNE, 1999 A.D. AT 9:48 O'CLOCK A.M., AND DULY RECORDED ON THE 30TH DAY OF JUNE, 1999 A.D. AT 9:48 O'CLOCK A.M., IN THE OFFICIAL RECORDS OF SAID COUNTY AND STATE IN DOCUMENT NO. 199900207.

WITNESS MY HAND AND SEAL OF OFFICE OF THE COUNTY CLERK, THIS 30TH DAY OF JUNE, 1999 A.D.

DANA DEBEAUVOIR, COUNTY CLERK, TRAVIS COUNTY, TEXAS

Y. Guerra
 BY: DEPUTY
 Y. GUERRA

FILED FOR RECORD AT 9:48 O'CLOCK A.M., THIS THE 30TH DAY OF JUNE, 1999 A.D.

DANA DEBEAUVOIR, COUNTY CLERK, TRAVIS COUNTY, TEXAS

Y. Guerra
 BY: DEPUTY
 Y. GUERRA

J.F. NAGLE ESTATES
 FINAL PLAT

RAMSEY LAND SURVEYING, L.L.C.
 8718 SOUTHWEST PARKWAY
 P.O. BOX 92768
 AUSTIN, TEXAS 78709-2768
 PHONE (512) 301-9398
 FAX (512) 301-9395
 rlsurvey@flash.net

FILENAME	0751.GRIFFP.DGN
SHEET NO.	2 OF 2
DRAWING NO.	075-01
PROJECT NO.	075-04
DATE	02-12-1999
CHECKED	RHH/CAR
DRAWN BY	RR

NO	REVISIONS	DRN	CHK	DATE

PHOTOGRAPHIC MYLAR

GF 170072507

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.

GENERAL WARRANTY DEED

Date: March 31, 2017

Grantor: JIM JACK THOMPSON, JR , a single man

Grantor's Mailing Address: 1 Evergreen Drive, Round Rock, Williamson county, Texas 78664

Grantee: WILLIAM ROBIN LEAKE and wife, ERICA LEAKE

Grantee's Mailing Address: 7401 Nez Perce Trace, Manor, Travis County, Texas 78653

Consideration: TEN AND NO 100 DOLLARS (\$10 00) and other good and valuable consideration

Property (including any improvements):

TRACT I. LOT 1, J F NAGLE ESTATES, A SUBDIVISION IN TRAVIS COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN DOCUMENT NO 199900207, OFFICIAL PUBLIC RECORDS, TRAVIS COUNTY, TEXAS

TRACT II NON-EXCLUSIVE 60 FOOT WIDE ACCESS AND PUBLIC UTILITY EASEMENT AS CREATED AND MORE PARTICULARLY DESCRIBE DIN THAT DECLARATION OF ACCESS AND PUBLIC UTILITY EASEMENT RECORDED IN DOCUMENT NO 1999058184, OFFICIAL PUBLIC RECORDS, TRAVIS COUNTY, TEXAS

Reservations from Conveyance: None

Exceptions to Conveyance and Warranty:

- 1 Standby fees, taxes, and assessments by any taxing authority for the year 2017 and subsequent years, and subsequent taxes and assessments by any taxing authority for prior years due to change in land usage or ownership
- 2 All presently recorded and validly existing restrictions, reservations, covenants, easements, assessments, conditions, oil and gas leases, mineral interests, and water interests outstanding in persons other than Grantor, and other instruments, other than conveyances of the surface fee estate, that affect the Property

3. Any discrepancies, conflicts, or shortages in area or boundary lines, or any encroachments or protrusions, or any overlapping of improvements.
4. Homestead or community property or survivorship rights, if any, of any spouse of Grantee
5. Any validly existing titles or rights asserted by anyone, including but not limited to persons, the public, corporations, governments, or other entities, to (a) tidelands or lands comprising the shores or beds of navigable or perennial rivers and streams, lakes, bays, gulfs, or oceans, (b) lands beyond the line of the harbor or bulkhead lines as established or changed by any government, (c) filled-in lands or artificial islands, (d) water rights, including riparian rights, or (e) the area extending from the line of mean low tide to the line of vegetation or the right of access to that area or easement along and across that area.
6. Any visible and apparent easement, either public or private, the existence of which is not disclosed by the public records, including but not limited to, roads or utilities in use on the Property.

Grantor, for the consideration and subject to the Reservations from Conveyance and the 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 hold it to Grantee and Grantee's heirs, successors, and assigns forever. Grantor binds Grantor and Grantor's heirs and successors to warrant and forever defend all and singular the Property to Grantee and Grantee's heirs, successors, and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof, except as to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty.

When the context requires, singular nouns and pronouns include the plural.



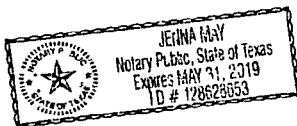
 JIM JACK THOMPSON, JR.


(Acknowledgment)

STATE OF TEXAS

COUNTY OF WILLIAMSON

This instrument was acknowledged before me on March 31, 2017, by JIM JACK THOMPSON, JR.





 Notary Public - State of Texas

GENERAL WARRANTY DEED -- PAGE 2

**After recording return to:
 Georgetown Title Co., Inc.
 1717 North Mays
 Round Rock Tx 78664
 512-255-5839**



FILED AND RECORDED
OFFICIAL PUBLIC RECORDS

Dana Debeauvoir

DANA DEBEAUVOIR, COUNTY CLERK
TRAVIS COUNTY, TEXAS

April 04 2017 07:38 AM

FEE: \$ 34.00 2017052898

WARRANTY DEED WITH VENDOR'S LIEN

3

DATE: January 02, 2001

GRANTOR (whether one or more): G. R. INVESTMENTS

GRANTOR'S MAILING ADDRESS (including county):
P. O. Box 27252
Austin, Texas 78755
Travis County

GRANTEE (whether one or more): WILLIAM R. LEAKE and ERICA S. LEAKE,
Married to Each Other

GRANTEE'S MAILING ADDRESS (including county):
4202 Dauphine Drive
Austin, Texas 78727
Travis County

CONSIDERATION:

TEN DOLLARS (\$10.00) and a note of even date that is in the principal amount of ONE HUNDRED THIRTEEN THOUSAND FOUR HUNDRED AND NO/100 DOLLARS (\$113,400.00), and is executed by Grantee, payable to the order of BANK OF AMERICA, N.A. The note is secured by a vendor's lien retained in favor of BANK OF AMERICA, N.A. in this deed and by a deed of trust of even date from Grantee to PRLAP, INC., Trustee.

PROPERTY (including any improvements):

Lot 3, of J. F. NAGLE ESTATES, a subdivision in Travis County, Texas, according to the map or plat, of record in Document Number 199900207, of the Official Public Records of Travis County, Texas; TOGETHER WITH a 60' access easement as defined in Declaration of Access and Public Utility Easement of record in Document Number 1999058184, of the Official Public Records of Travis County, Texas.

RESERVATIONS FROM AND EXCEPTIONS TO CONVEYANCE AND WARRANTY:

Easements and rights-of-way of record; ad valorem taxes for 2001; all presently recorded restrictions, reservations, covenants, conditions, and mineral severances, that affect the property.

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

hold it to Grantee, Grantee's heirs, executors, administrators, successors and assigns forever. Grantor hereby binds Grantor and Grantor's successors and assigns to WARRANT AND FOREVER DEFEND all and singular the property to Grantee, 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 conveyance and 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.

When the context requires, singular nouns and pronouns include the plural.

BANK OF AMERICA, N.A., 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 BANK OF AMERICA, N.A., and are transferred to that party without recourse on Grantor.

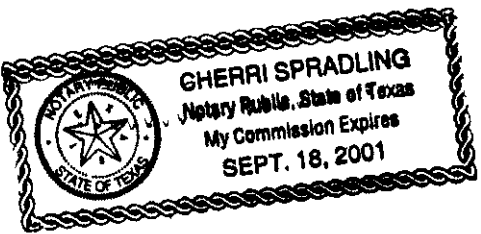
G. R. INVESTMENTS

By: *Curtis Griffin*
 CURTIS GRIFFIN, General Partner

By: *Michael C. Rife*
 MICHAEL C. RIFE, General Partner

STATE OF TEXAS)
)
 COUNTY OF Tarrant)

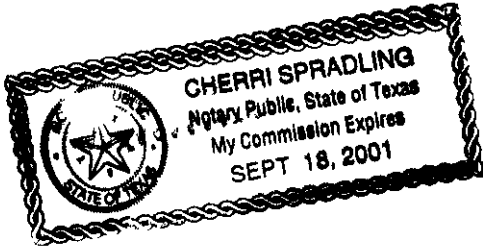
This instrument was acknowledged before me on this 22 day of January, 2001, by CURTIS GRIFFIN, General Partner of G. R. INVESTMENTS, a Texas general partnership, on behalf of said partnership.



Gherry Spradling
 NOTARY PUBLIC, STATE OF TEXAS

STATE OF TEXAS)
)
COUNTY OF *Javis*)

This instrument was acknowledged before me on this 22 day of January, 2001, by MICHAEL C. RIFE, General Partner of G. R. INVESTMENTS, a Texas general partnership, on behalf of said partnership.



Cherril Spradling

NOTARY PUBLIC, STATE OF TEXAS

AFTER RECORDING, RETURN TO:
POLICY DEPARTMENT
STEWART TITLE AUSTIN, INC.
100 Congress, Suite 200
Austin, Texas 78701
Attn: _____

PREPARED IN THE LAW OFFICE OF:
Clint Parsley
604 West 12th Street
Austin, Texas 78701

FILED AND RECORDED
OFFICIAL PUBLIC RECORDS

Dana Debeauvoir

01-26-2001 12 28 PM 2001013052
CORTEZR \$13 00
DANA DEBEAUVOIR, COUNTY CLERK
TRAVIS COUNTY, TEXAS