Recorded On-2010-Nov-24 As-54842



Smith County Judy Carnes County Clerk Tyler Tx 75702

Instrument Number: 2010-R00054842

As

Recorded On: November 24, 2010

Recordings - Land

Parties: MOSER TROY N ETUX

Billable Pages: 6

To WEBB ZANE L ETUX

Number of Pages: 7

Comment: W/D

(Parties listed above are for Clerks reference only)

** Examined and Charged as Follows: **

Recordings - Land

36 00

Total Recording:

36.00

... y C. C.

******* DO NOT REMOVE. THIS PAGE IS PART OF THE INSTRUMENT **********

Any provision herein which restricts the Sale, Rental or use of the described REAL PROPERTY because of color or race is invalid and unenforceable under federal law

File Information:

Record and Return To:

Document Number: 2010-R00054842

Receipt Number: 562694

Recorded Date/Time: November 24, 2010 12:06:27P

JOHN F BERRY PC

100 INDEPENDENCE PL

SUITE 400

User / Station: C Cardinal - Cash Station 2

TYLER TX 75703



I hereby certify that this instrument was filed and duly recorded in the Official Records of Smith County, Texas

Gudy Carnes

County Clerk Smith County, Texas NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

WARRANTY DEED O

Date:

October 26, 2010

Grantor:

Troy N. Moser and Mary R. Moser, Husband and Wife

11631 Moser Lane, Whitehouse, Smith County, Texas 75791

Grantee:

Zane L. Webb and Carolyn Shaw Webb, Husband and Wife 5614 Republic of Texas Boulevard, Austin, Texas 78735-6317

Consideration: The affection Grantor has for Grantee and as a gift

Property (including any improvements):

TRACT ONE:

All that certain lot, tract or parcel of land, situated in Smith County, Texas, containing 21.140 acres, more or less, and being more particularly described on Exhibit "A" attached hereto and incorporated herein for all purposes.

TRACT TWO:

All that certain lot, tract or parcel of land, situated in Smith County, Texas, containing 3.247 acres, more or less, and being more particularly described on Exhibit "A" attached hereto and incorporated herein for all purposes.

TRACT THREE:

An easement estate only, in and to that certain lot, tract or parcel of land, situated in Smith County, Texas, containing 1.699 acres, more or less, and being more particularly described on Exhibit "B" attached hereto and incorporated herein for all purposes.

Reservations from and Exceptions to Conveyance and Warranty:

Subject to (1) All covenants, conditions, restrictions, reservations, mineral reservations, rights of way, easements, exceptions, 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 as shown of record in the office of the County Clerk of Smith County, Texas; (2) all zoning laws, regulations, ordinances, and/or other rules of municipal and/or governmental authorities, if any, applicable to and enforceable against the hereinabove described property; and (3) ad valorem taxes for 2010 and subsequent years.

Declaration of Restrictive Covenants Affecting the Property:

Grantor, as the fee simple owner of the Property, establishes the following as covenants, conditions, and restrictions, whether mandatory, prohibitive, permissive, or administrative, to regulate the structural integrity, appearance, and uses of the Property and the improvements placed on it. Grantor and Grantee stipulate that (a) the Restrictions touch and concern the Property; (b) privity of estate exists by reason of the ownership of the Property; (c) notice is given by filing this instrument in the real property records of the county in which the Property is situated; and (d) the Restrictions are reasonable, their purposes being for the common benefit of Grantor, Grantee, and the Affected Property Owners, who are affected by the structural integrity, appearance, and uses of the Property. The Restrictions run with the land making up the Property, are binding on Grantee and Grantee's successors and assigns forever, and inure to the benefit of Grantor, Grantee, Affected Property Owners, and their successors and assigns forever. The Affected Property Owners are the grantees of Grantor of any part of that certain 119.051 acres tract of land composed of 31.955 acres tract as described in Volume 1325, Page 262, and two 39.7 acres tracts as described in Volume 4014, Page 237, Official Public Records of Smith County, Texas.

Grantor impresses the following restrictive covenants upon the property, which Grantee acknowledges and accepts:

- 1. The Property, and all parts thereof, shall be kept clear of debris, visible trash, garbage, salvage, and/or disabled vehicles.
- 2. No manufactured homes, mobile homes, or house trailers shall be allowed on the Property, or any part thereof.
- 3. Travel trailers, recreational vehicles, "all terrain" vehicles, fifth wheel campers, watercraft or similar items shall be allowed to be stored on the Property so long as they are stored in a storage facility that may be closed or under roof, or are properly attended as part of a residence on the Property.

Right of First Refusal:

- If any Affected Property Owner desires to sell the Property or any part of the Property, and receives from a third party a bona fide offer for its purchase, such Affected Property Owner agrees to disclose the terms of that offer to any and all other Affected Property Owners, in writing, within five days following receipt of the offer.
- Any other Affected Property Owner will have thirty days after receiving notice of the 2. terms of the offer within which to elect to purchase the Property or the part of the Property at fair market value. For all intents and purposes, "fair market value" shall mean the value that an independent appraiser, mutually agreed upon by Buyer and Seller, would place on the property. Fair market value will be established by the agreement of the Selling Affected Property and the Purchasing Affected Property Owner. If no agreement is reached within ten days of the notice to the described above, the Selling and Affected Property Owners shall designate an appraiser of residential real property in Smith County, Texas, who shall make such determination and whose decision shall be final. The cost of the appraiser shall be borne equally by the Selling and Purchasing Affected Property Owners. If the Selling and Purchasing Property Owners cannot agree on an appraiser, the other Affected Property Owners shall make such determination. Once the fair market value is determined, the Purchasing Affected Property Owner shall provide written notice within fifteen days thereof to the Selling Affected Property Owner, accompanied by a check for One Thousand Dollars (\$1,000.00) payable to the order of any reputable title company, the sum to be applied to the purchase price. Within fifteen days after the receipt of such notice, the parties will enter into a formal contract of sale containing the provisions customarily used in such contracts in Smith County, Texas.
- 3. If all of the Affected Property Owners fail to timely give the notice and tender the payment as provided in Paragraph 2, above, the Selling Affected Property Owner will be relieved of all liability to the other Affected Property Owners under this Agreement and may dispose of the Property or any part thereof as the Selling Affected Property Owner sees fit.
- 4. Notwithstanding the foregoing, the Selling Affected Property Owner has the right to convey the Property or any part thereof to any Affected Property Owner's family members or a trust or entity formed by the Selling Affected Property Owner and in which such owner is a principal. In such event, this Grant of Right of First Refusal shall be binding on the said transferee, and his, her or its representatives, successors and assigns.
- 5. This Agreement may be enforced by restraining orders and injunctions (temporary or permanent) prohibiting interference and commanding compliance. Restraining orders and injunctions will be obtainable on proof of the existence of interference or threatened interference, without the necessity of proof of inadequacy of legal remedies or irreparable harm, and will be obtainable only by the parties to or those benefited by this Agreement; provided, however, that the act of obtaining an injunction or restraining order will not be deemed to be an election of remedies or a waiver of any other rights or remedies available at law or in equity.
- 6. This Right of First Refusal shall expire twenty years after date hereof, unless extended by all of the Affected Property Owners by instrument in writing.

Grantor, for the consideration and subject to the reservations from and exceptions to conveyance and warranty, grants, gives, 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 successors or assigns forever. Grantor 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 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.

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

Troy N. Moser

Mary R. Moser

Mary R. Moser

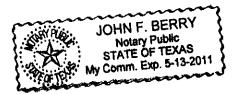
ACCEPTED:

Zane L. Webb

Carolyn Shaw Webb

STATE OF TEXAS COUNTY OF SMITH

This instrument was acknowledged before me on this 26^{th} day of October, 2010, by Troy N. Moser and Mary R. Moser, Husband and Wife.

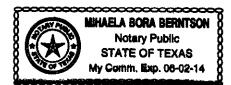


Vorary Public, State of Texas

STATE OF TEXAS
COUNTY OF TRAVIS

This instrument was acknowledged before me on this ____ day of _______, 2010, by Zane L. Webb and Carolyn Shaw Webb, Husband and Wife.

Notary Public, State of Texas



After recording return to: John F. Berry, P C 100 Independence Place, Suite 400 Tyler, Texas 75703

EXHIBIT "A"

TRACT ONE:

METES AND BOUNDS DESCRIPTION 21.140 ACRES JAMES DICKINSON SURVEY, A-294 and JAS. SMITH SURVEY, A-936 SMITH COUNTY, TEXAS

Being 21.140 acres of land, situated in the James Dickinson Survey, A-294, and the Jas. Smith Survey, A-936, Smith County, Texas, and being a portion of a called 39.6 acre tract which was conveyed to Troy N. Moser by an instrument recorded in Volume 1325, Page 262, Smith County Deed Records (SCDR) and a portion of a 39.7 acre tract which was conveyed to Troy N. Moser by an instrument recorded in Volume 1325, Page 264 (SCDR), said 21.140 acres of land, being more particularly described by metes and bounds as follows;

BEGINNING at a ½" iron rod with plastic cap stamped "KSA ENG" set in the west boundary line of the above mentioned 39.7 acre tract, the same being the east boundary line of a 160 acre tract which was conveyed to Genecov Investments, Ltd., by an instrument recorded in Volume 4014, Page 237, SCDR, a ½" iron rod found at the northwest corner of said 39.7 acre tract, the same being the southwest corner of a 51.2 acre tract (8th Tract) which was conveyed to Royce E. Wisenbaker, et al by an instrument recorded in Volume 1282, Page 178, SCDR, bears N 00° 00' 41" W, 1131.84 feet;

THENCE N 89° 26'20" E, a distance of 975.57 feet to a ½" iron rod with plastic cap stamped "KSA ENG" set for corner;

THENCE S 00° 00' 41" E, a distance of 211.42 feet to a ½" iron rod with plastic cap stamped "KSA ENG" set for corner;

THENCE S 21° 45' 42" W, a distance of 971.16 feet to a ½" iron rod with plastic cap stamped "KSA ENG" set for corner:

THENCE S 89° 26' 20" W, at 145.73 feet pass a ½" iron rod with plastic cap stamped "KSA ENG" set at an "ell" corner of said 39.7 acre tract, and continuing along the most westerly south boundary line of said 39.7 acre tract, generally along the centerline of Moser Lane, for a total distance of 615.31 feet to a ½" iron rod with plastic cap stamped "KSA ENG" set at the southwest corner of said 39.7 acre tract, the same being the southeast corner of said 160 acre tract, a ½" iron rod found at the northwest corner of a 7.803 acre tract which was conveyed to Steven M. Phillips, et ux by an instrument recorded in Volume 3911, Page 681, SCDR, the same being the northeast corner of an 11.908 acre tract which was conveyed to Keith Downs, et ux by an instrument recorded in Document Number 2008-R00008043, SCDR, bears S 03° 52' 44" W, 34.85 feet

THENCE N 00° 00' 41" W, along the west boundary line of said 39.7 acre tract, the same being the east boundary line of said 160 acre tract, at 25.07 feet pass a ½" iron rod found (bent) for reference, and continuing for a total distance of 1109.85 feet to the PLACE OF BEGINNING and containing 21.140 acres of land, more or less.

TRACT TWO:

METES AND BOUNDS DESCRIPTION 3.247 ACRES JAMES DICKINSON SURVEY, A-294 SMITH COUNTY, TEXAS

Being 3.247 acres of land, situated in the James Dickinson Survey, A-294, Smith County, Texas, and being a portion of a called 39.6 acre tract which was conveyed to Troy N. Moser by an instrument recorded in Volume 1325, Page 262, Smith County Deed Records (SCDR) and a portion of a 39.7 acre tract which was conveyed to Troy N. Moser by an instrument recorded in Volume 1325, Page 264 (SCDR), said 3.247 acres of land, being more particularly described by metes and bounds as follows;

BEGINNING at a ½" iron rod found at an interior "ell" corner of the above mentioned 39.6 acre tract, the same being the northeast corner of a 7.00 acre tract which was conveyed to Steven M. Phillips, et ux by an instrument recorded in Volume 3911, Page 681, SCDR, a ½" iron rod with plastic cap stamped "KSA ENG" set at the most southerly southwest corner of said 39.6 acre tract bears, S 00° 21' 21" E, 503.35 feet;

EXHIBIT "A" CONTINUED

THENCE N 89° 18' 09" W, along the most westerly south boundary line of said 39.6 acre tract, and the most easterly south boundary line of said 39.7 acre tract, the same being the north boundary line of said 7.00 acre tract, 534.17 feet to a ½" iron rod with plastic cap stamped "KSA ENG" set for corner, a 5/8" iron rod found at the northwest corner of said 7.00 acre tract, the same being in the east boundary line of a 7.803 acre tract which was conveyed to Steven M. Phillips, et ux by an instrument recorded in Volume 3911, Page 681, SCDR, and also being an "ell" corner of said 39.7 acre tract bears, N 89° 18' 09" W, 30.00 feet;

THENCE N 00° 45' 17" E, along a line which is 30.00 feet perpendicularly distant from and parallel with the east boundary line of said 7.803 acre tract, the same being the most southerly west boundary line of said 39.7 acre tract, 241.35 feet to a ½" iron rod with plastic cap stamped "KSA ENG" set for corner, a 5/8" iron rod found at the northeast corner of said 7.803 acre tract beats, N 89° 48' 02" W, 30.00 feet;

THENCE S 89° 48' 02" E, a distance of 108.56 feet to a 1/2" iron rod with plastic cap stamped "KSA ENG" set for corner;

THENCE SOUTH, a distance of 76.45 feet to a 1/2" iron rod with plastic cap stamped "KSA ENG" set for corner;

THENCE EAST, a distance of 61.76 feet to a ½" iron rod with plastic cap stamped "KSA ENG" set for corner;

THENCE NORTH, a distance of 120.10 feet to a ½" iron rod with plastic cap stamped "KSA ENG" set for corner;

THENCE N 89° 26' 20" E, a distance of 358.83 feet to a ½" iron rod with plastic cap stamped "KSA ENG" set for corner;

THENCE S 00° 21' 21" E, a distance of 294.62 feet to the PLACE OF BEGINNING and containing 3.247 acres of land, more or less.

EXHIBIT "B"

METES AND BOUNDS DESCRIPTION
1.699 ACRES
ACCESS EASEMENT
JAMES DICKINSON SURVEY, A-294, and
JAS. SMITH SURVEY, A-936
SMITH COUNTY, TEXAS

Being 1.699 acres of land, for the purpose of an access easement, situated in the James Dickinson Survey, A-294, and the Jas. Smith Survey, A-936, Smith County, Texas, and being a portion of a called 39.6 acre tract which was conveyed to Troy N. Moser by an instrument recorded in Volume 1325, Page 262, Smith County Deed Records (SCDR) and a portion of a 39.7 acre tract which was conveyed to Troy N. Moser by an instrument recorded in Volume 1325, Page 264, SCDR, said 1.699 acres of land, being more particularly described by metes and bounds as follows;

BEGINNING at a 5/8" iron rod found at the most southerly southwest corner of the most westerly of the above mentioned 39.7 acre tracts, the same being the northwest corner of a 7.00 acre tract, which was conveyed to Steven M Phillips, et ux by an instrument recorded in Volume 3911, Page 681, SCDR, and also being in the east boundary line of a 7.803 acre tract which was conveyed to Steven M. Phillips, et ux by same said instrument;

THENCE N 00° 45' 17" E, along said east boundary line, the same being the most southerly west boundary line of said 39.7 acre tract, at 241.09 feet pass a 5/8" iron 10d found at the northeast corner of said 7.803 acre tract, and continuing for a total distance of 282.30 feet to a ½" iron rod with plastic cap stamped "KSA ENG" set for corner, another ½" iron rod with plastic cap stamped "KSA ENG" set at the southwest corner of said 39.7 acre tract bears, S 89° 26' 20" W, 469.58 feet;

THENCE N 89° 26' 20" E, a distance of 145.73 feet to a ½" iron rod with plastic cap stamped "KSA ENG" set for corner:

THENCE N 21° 45' 42" E, a distance of 1105.96 feet to a 1/2" iron rod with plastic cap stamped "KSA ENG" set for corner;

THENCE S 23° 05' 40" E, a distance of 70.89 feet to a 1/2" iron rod with plastic cap stamped "KSA ENG" set for corner,

THENCE S 21° 45' 42" W, a distance of 1035.18 feet to a ½" iron rod with plastic cap stamped "KSA ENG" set for corner:

THENCE SOUTH, a distance of 120.10 feet to a ½" iron rod with plastic cap stamped "KSA ENG" set for corner;

THENCE WEST, a distance of 61.76 feet to a 1/2" iron rod with plastic cap stamped "KSA ENG" set for corner,

THENCE NORTH, a distance of 76.45 feet to a 1/2" iron rod with plastic cap stamped "KSA ENG" set for corner;

THENCE N 89° 48' 02" W, 108.56 feet to a ½" iron rod with plastic cap stamped "KSA ENG" set for corner;

THENCE S 00° 45' 17" W, along a line which is 30.00 feet perpendicularly distant from and parallel with the most southerly west boundary line of said 39.7 acre tract, the same being the east boundary line of said 7.803 acre tract, 241.35 feet to a ½" iron rod with plastic cap stamped "KSA ENG" set at the point of intersection with the south boundary line of said 39.7 acre tract, the same being the north boundary line of the aforementioned 7.00 acre tract;

THENCE N 89° 18' 09" W, along the common line between said 39.7 acre tract and said 7.00 acre tract, 30.00 feet to the PLACE OF BEGINNING and containing 1.699 acres of land, more or less.

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

WARRANTY GIFT DEED

Date:

October 17, 2012

Grantor:

Zane L. Webb and Carolyn Shaw Webb, Husband and Wife

5614 Republic of Texas Boulevard, Austin, Texas 78735

Grantee:

Vernon M. Webb and Kenya Tidrow Webb, Husband and Wife

1619 Waterton Circle, Whitehouse, Texas 75791

Consideration: The affection Grantor has for Grantee and as a gift

Property (including any improvements):

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF FOR ALL PURPOSES

Reservations from and Exceptions to Conveyance and Warranty:

Subject to (1) All covenants, conditions, restrictions, reservations, mineral reservations, right of way, easements, exceptions, 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 as shown of record in the office of the County Clerk of Smith County, Texas; (2) all zoning laws, regulations, ordinances, and/or other rules of municipal and/or governmental authorities, if any, applicable to and enforceable against the hereinabove described property; and (3) ad valorem taxes for 2012 and subsequent years.

Declaration of Restrictive Covenants Affecting the Property:

Grantor, as the fee and simple owner of the Property, establishes the following as covenants, conditions, and restrictions, whether mandatory, prohibitive, permissive, or administrative, to regulate the structural integrity, appearance, and uses of the Property and the improvements placed on it. Grantor and Grantee stipulate that (a) the Restrictions touch and concern the Property; (b) privity of estate exists by reason of the ownership of the Property; (c) notice is given by filing this instrument in the real property records of the county in which the Property is situated; and (d) the Restrictions are reasonable, their purposes being for the common benefit of Grantor and Grantee who are affected by the structural integrity, appearance, and uses of the Property. The Restrictions run with the land making up the Property, are binding on Grantee and Grantee's successors and assigns forever, and inure to the benefit of Grantor, Grantee, and their successors and assigns forever.

Grantor impresses the following restrictive covenants upon the property, which Grantee acknowledges and accepts:

- 1. The property, and all parts thereof, shall be kept clear of debris, visible trash, garbage, salvage, and/or disabled vehicles.
- 2. No manufactured homes, mobile homes, or house trailers shall be allowed on the Property, or any part thereof.

 Travel trailers, recreational vehicles, "all terrain" vehicles, fifth wheel campers, watercraft or similar items shall be allowed to be stored on the property so long as they are stored in a storage facility that may be closed or under roof, or are properly attended as part of a residence on the Property.

Grantor, for the consideration and subject to the reservations from and exceptions to conveyance and warranty, grants, gives, 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 successors or assigns forever. Grantor 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 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.

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

Zane L. Webb

Carolyn Shaw Webb

STATE OF TEXAS COUNTY OF TIMES

This instrument was acknowledged before me on this _______day of October 2012, by Zane L. Webb and Carolyn Shaw Webb, Husband and Wife.

lotary Public, State of Texas

PAULENE RHENEE S RODRIGUEZ

Notary Public

STATE OF TEXAS

My Comm. Exp. 01-12-16

ACCEPTED:



Vernon M. Webb

Kenya Tidiow Webb

STATE OF TEXAS SMITH

This instrument was acknowledged before me on this 4 day of October, 2012, by Vernon M. Webb and Kenya Tidrow Webb, Husband and Wife.

Notary Public,/State of Texas

After recording return to: Vernon and Kenya Webb 1619 Waterton Cir. Whitehouse, Tx. 75791

EXHIBIT 'A'

Metes and Bounds Description 1.722 Acre Tract

All that certain tract or parcel of land situated in the James Dickinson Survey, Abstract 936, Smith County, Texas, and being a part of that certain called 21.140 acre tract, described as Tract One in a Warranty Deed from Troy N. Moser and wife, Mary R. Moser to Zane L. Webb and wife, Carolyn Shaw Webb dated October 26, 2010, recorded in C.F.N. 2010-R00054842, of the Official Public Records of Smith County, Texas, and being more particularly described by metes and bounds as follows:

BEGINNING at a a 3/8" iron rod found for the southwest corner of the herein described tract, from which a 1/2" iron rod found for the southwest corner of said 21.140 acre tract, same being the northwest corner of a called 7.803 acre tract described in a deed recorded in Volume 3911, Page 681, of said Official Public Records, and same being in the paved surface of County Road 2125 (Moser Lane), bears South 00°02'10" East, a distance of 25.00 feet, for reference;

THENCE, North 00°02'10" West, with the west line of said 21.140 acre tract, a distance of 300.00 feet to a 1/2" iron rod set for the northwest comer of the herein described tract;

THENCE, North 89°26'20" East, a distance of 250.00 feet to a 1/2" iron rod set for the northeast comer of the herein described tract;

THENCE, South 00°02'10" East, a distance of 300.00 feet to a 1/2" iron rod set for the southeast corner of the herein described tract:

THENCE, South 89°26'20" West, parallel with the south line of said 21.140 acre tract (being the bearing basis of this survey as related to the record bearing as described in said 21.140 acre tract Warranty Deed), a distance of 250.00 feet to the POINT OF BEGINNING and containing 1.722 acres of land.

I hereby certify that the above description was prepared from an actual survey made on the ground under my direction and supervision during the Month of October 2012. GIVEN UNDER MY HAND AND SEAL this date, 9 October 2012.

(Reference is hereby made to the plat of survey, Job No. 12-520)

Wesley D. Turley Registered Professional Land Surveyor Texas Registration No. 2114



Filed For Record in:
Smith County, Texas
On Oct 19,2012
at 01:41P
Receipt #: 631390
Recordins: 28.00
Doc/Num : 09047691
Doc/Type: Recordinss - Land
Deputy - Cynthia Moa

I hereby certify that this instrument was filed and duly recorded in the Official Records of Smith County, Texas

Koren Phillips County Clerk 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.

Special Warranty Deed

Effective Date: August 28, 2019

Grantor: Carolyn Shaw Webb

Grantor's Mailing Address: 7607 Cherryhill Drive

Tyler, TX 75703

Grantee: Vernon M. Webb and Kenya Tidrow Webb

Grantee's Mailing Address: 11617 Moser Lane

Whitehouse, TX 75791

Consideration: \$10.00 cash and other good and valuable

consideration, the receipt and sufficiency of

which are hereby acknowledged.

Property (including any improvements): All that certain tract or parcel of land, being

0.142 acre tract as more particularly described

in the attached Exhibit A.

Reservations from Conveyance: None

Exceptions to Conveyance and Warranty: All validly existing easements, rights-of-way,

and prescriptive rights, of record; all presently recorded and validly existing instruments, other than conveyances of the surface fee estate, that affect the Property; and taxes for 2019, which Grantee assumes and agrees to pay, and subsequent assessments for that and prior years due to change in land usage, ownership, or both, the payment of which Grantee assumes.

Declaration of Restrictive Covenants Affecting the Property:

Grantor, as the fee and simple owner of the Property, establishes the following as covenants, conditions, and restrictions, whether mandatory, prohibitive, permissive, or administrative, to regulate the structural integrity, appearance, and uses of the Property and the improvements placed on it. Grantor and Grantee stipulate that (a) the Restrictions touch and concern the Property; (b) privity of estate exists by reason of the ownership of the Property; (c) notice is given by filing this instrument in the real property records of the county in which the Property is situated; and (d) the Restrictions are reasonable, their purposes being for the common benefit of Grantor and Grantee who are affected by the structural integrity, appearance, and uses of the Property. The Restrictions run with the land making up the Property, are binding on Grantee and Grantee's successors and assigns forever, and inure to the benefit of Grantor, Grantee, and their successors and assigns forever.

Grantor impresses the following restrictive covenants upon the property, which Grantee acknowledges and accepts:

- 1. The property, and all parts thereof, shall be kept clear of debris, visible trash, garbage, salvage, and/or disabled vehicles.
- 2. No manufactured homes, mobile homes, or house trailers shall be allowed on the Property, or any part thereof.
- 3. Travel trailers, recreational vehicles, "all terrain" vehicles, fifth wheel campers, watercraft or similar items shall be allowed to be stored on the property so long as they are stored in a storage facility that may be closed or under roof, or are properly attended as part of a residence 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 way belonging, to have and to 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 when the claim is by, through, or under Grantor but not otherwise, except as to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty.

GRANTEE IS TAKING THE PROPERTY IN AN ARM'S-LENGTH AGREEMENT BETWEEN THE PARTIES. THE CONSIDERATION WAS BARGAINED ON THE BASIS OF AN "AS IS, WHERE IS" TRANSACTION AND REFLECTS THE AGREEMENT OF THE PARTIES THAT THERE ARE NO REPRESENTATIONS OR EXPRESS OR IMPLIED WARRANTIES, EXCEPT FOR THOSE CONTAINED IN THE PURCHASE CONTRACT, THIS DEED, AND THE OTHER CLOSING DOCUMENTS. GRANTEE HAS NOT RELIED ON ANY INFORMATION OTHER THAN GRANTEE'S INSPECTION AND THE REPRESENTATIONS AND WARRANTIES EXPRESSLY CONTAINED IN THE PURCHASE CONTRACT, THIS DEED, AND THE OTHER CLOSING DOCUMENTS.

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

This instrument was prepared based on information furnished by the parties, and no independent title search has been made.

STATE OF TEXAS	§			
COUNTY OF SMITH	§	Λ		
This instrument was ack Carolyn Shaw Webb.	cnowledge	d before me on	y 28	, 2019, by
NATALIE Y. LOCA Notary Public, State Comm. Expires 12- Notary ID 12594	of Texas 18-2022	Notary Public, Staro My commission exp	Lhocase of Texas pires: 12.18	22_
ACCEPTED:				
Helm M klek VERNON M. WEBB				
KINYA TIDROW WEBB	Web	2		
STATE OF TEXAS	§			
COUNTY OF SMITH	§		4	
This instrument was a Vernon M. Webb and Kenya Ti	cknowledg drow Web	ged before me on _/ b.	Linguist 26	_ , 2019, by
NATALIE Y, LOCAS Notary Public, State of Comm. Expires 12-19 Notary ID 125944	f Texas 8-2022	Motales, L Notary Public, State My commission exp	Job Case of Texas pires: 12-18-2	
STATE OF TEXAS	§			
COUNTY OF SMITH	§	0	, , , ,	
This instrument was acl Kenya Tidrow Webb.	knowledge	d before me on July	quot 27	, 2019, by
NATALIE Y. LOCASO Notary Public, State of Comm. Expires 12-18- Notary ID 1259443	Texas 2022	Notary Public, State My commission exp		22

AFTER RECORDING RETURN TO: ADAMS & COKER, PC 4540 Kinsey Drive Tyler, Texas 75703 Tel: (903) 581-1196 Fax: (903) 581-1407

EXHIBIT A

Bearings are based on the monumented north line of that certain called 1.722 acres recorded under Clerk's File No. 2012R00047691 of the Official Public Records of Smith County, Texas.

BEGINNING at 1/2" Iron Rod (found) for the southwest comer of the above mentioned 21.14 acre tract, being in the paved surface of County Road No. 2125 also known as Moser Lane;

THENCE North 00 degrees 06 minutes 28 seconds West, with the west line of said 21.14 acre tract, a distance of 24.67 feet to a 3/8" Iron Rod (found) for the southwest corner of a certain called 1.722 acre tract described in a deed to Vernon M. Webb and Kenya Tidrow Webb, dated October 19, 2012 and recorded under Clerk's File No. 2012R00047691;

THENCE North 89 degrees 26 minutes 20 seconds East, with the south line of said 1.722 acre tract, same being the north line of said County Road, a distance of 250.01 feet to a ½" Iron Rod (set) for the southeast corner of same;

THENCE South 00 degrees 06 minutes 28 seconds East, a distance of 24.65 feet to the south line of the above mentioned 21.14 acre tract, being near the north edge of the paved surface of said County Road;

THENCE South 89 degrees 26 minutes 20 seconds West, with the south line of said 21.14 acre tract and County Road, a distance of 250.00 feet to the **PLACE OF BEGINNING**, containing 0.142 of an acre of land.

Filed for Record in
Smith County, Texas
08/30/2019 01:58:47 PM
Fee: \$42.00
20190100028929
WARRANTY DEED
Deputy -Suni Whittaker
I hereby certify that this instrument was
filed and duly recorded in the Official
Public Records of Smith County, Texas

Karen Phillips County Clerk



AFFIDAVIT

According to Texas Commission on Environmental Quality Rules for On-Site Sewage Facilities (OSSFs), this document is filed in the Official Public Records of Smith County, Texas.

The Texas Health and Safety Code, Chapter 366 authorizes the Texas Commission on Environmental Quality (commission) to regulate on-site sewage facilities (OSSFs). Additionally, the Texas Water Code (TWC), 5.012 and 5.013, gives the commission primary responsibility for implementing the laws of the State of Texas relating to water and adopting rules necessary to carry out its powers and duties under the TWC. The commission, under the the authority of the TWC and the Texas Health and Safety Code, requires owners to provide notice to the public that certain types of OSSFs are located on specific pieces of property. To achieve this notice, the commission requires a recorded affidavit. Additionally, the owner must provide proof of the recording to the local OSSF permitting authority. This recorded affidavit is not a representation or warranty by the commission or the local permitting authority of the suitability of this OSSF, nor does it constitute any guarantee by the commission or the local permitting authority that the appropriate OSSF was installed.

An OSSF requiring a maintenance contract, according to 30 Texas Administrative Code 285.91(12) will be installed on this property described as: 911 Street Address (REQUIRED) ______/16/7 Lot , Block , Subdivision Acreage 1.722, Survey Name James Dickinson Land Records Reference, Volume , Page , or Instrument # OR Attach a "Metes and Bounds" Legal Description (If this property is not in a recorded subdivision and you do not have an instrument number or a volume and page reference for this specific property, you MUST attach a metes and bounds property description.) The property is owned by This OSSF shall be covered by a continuous service policy for the first two years. After the initial two-year service policy, the owner of an aerobic treatment system for a single family residence shall either obtain a maintenance contract within 30 days or maintain the system personally. Upon sale or transfer of the above-described property, the permit for the OSSF shall be transferred to the buyer or new owner. A copy of the planning materials for the OSSF may be obtained from the local permitting authority. WITH SS MY (OUT) HAND(s) ON THIS THE 4th DAY OF APRIL , 20 13 second owner signature if applicable SWORN TO AND SUBSCRIBED BEFORE ME on this ernun Martin Webb Owner(s) Printed Name(s) Signetur BIDENI Sea My Commission Expires (person Han Hills scinnent) June 9, 2015

Filed For Record in:
Smith County: Texas
On Has 10:2013
at 12:35P
Receipt 4: 652862
Recordins: 16.00
Obc/Num: 00021550
Dbc/Type: Recordinss - Lund
Deputs - Annette Holmes

I hereby certify that this instrument was filed and duly recorded in the Official Records of Smith County, Texas

Karen Phillips County Clerk