

15-964

SPECIAL WARRANTY DEED

MAR 04 2015

DONECE GREGORY, COUNTY CLERK
TYLER COUNTY, TEXAS

By *Amanda Haralson*

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.

DATE: February 10, 2015

GRANTOR: Amanda Haralson, Trustee of the Amanda Haralson Stover Trust

GRANTOR'S MAILING

ADDRESS: 5150 Broadway Street, Box 404
Alamo Heights, TX 78209

GRANTEE: Frog Pond Homeowners Association, Inc.

GRANTEE'S MAILING

ADDRESS: P.O. Box 284
Colmesneil, Texas 75938-0284

CONSIDERATION: TEN DOLLARS (\$10.00) and other good and valuable consideration.

PROPERTY:

4.692 acre tract on Frog Pond Lake in the Haralson Lakes Development in the William Campbell League, Abstract No. 9, Michael Pevito Survey, Abstract No. 505 and the Ira Parker Survey, Abstract No. 499, Tyler County, Texas, as shown on the attached Exhibit "A."

RESERVATIONS FROM AND EXCEPTIONS TO CONVEYANCE AND WARRANTY:

SAVE AND EXCEPT, there is reserved under Grantor and its successors and assigns, all of the oil, gas, and other minerals, in, on, and under the above described property.

This conveyance is made and accepted subject to the following:

1. All restrictions, covenants, conditions, rights-of-way, easements, oil, gas and other mineral reservations, if any, effecting the above described property, that are valid, existing and properly of record;

2. Easements and rights-of-way that are visible and apparent on the property;
3. The property is conveyed on the express condition that it shall not be subdivided, or partitioned, nor conveyed except in its current configuration. In the event there are more than one (1) owner of the property, no co-tenant shall have the right of partition in kind; and
4. As a further condition, and as part of the consideration received by Grantor, this property shall only be used as a park, and for any other use consistent with a park, by Grantee and its members in good standing.

GRANTEE ACKNOWLEDGES THAT IT IS PURCHASING THE PROPERTY ON AN "AS IS, WHERE IS, WITH ALL FAULTS" BASIS, AND THAT GRANTOR IS NOT MAKING ANY REPRESENTATIONS OR WARRANTIES AS TO THE CONDITION OF THE PROPERTY OR ANY IMPROVEMENTS THERETO. GRANTEE FURTHER ACKNOWLEDGES AND AGREES THAT GRANTOR HAS NOT MADE, DOES NOT MAKE AND SPECIFICALLY NEGATES AND DISCLAIMS ANY REPRESENTATIONS, WARRANTIES, PROMISES, COVENANTS, AGREEMENTS OR GUARANTIES OR ANY KIND OR CHARACTER WHATSOEVER, WHETHER EXPRESSED OR IMPLIED, ORAL OR WRITTEN, PAST, PRESENT OR FUTURE, OF, AS TO, CONCERNING OR WITH RESPECT TO (A) THE VALUE, NATURE, QUALITY OR CONDITION OF THE PROPERTY, INCLUDING, WITHOUT LIMITATION, THE WATER, SOIL AND GEOLOGY, (B) THE INCOME TO BE DERIVED FROM THE PROPERTY, (C) THE SUITABILITY OF THE PROPERTY FOR ANY AND ALL ACTIVITIES AND USES WHICH GRANTEE MAY CONDUCT THEREON, (D) THE COMPLIANCE OF OR BY THE PROPERTY OR ITS OPERATION WITH ANY LAWS, RULES, ORDINANCES OR REGULATIONS OF ANY APPLICABLE GOVERNMENTAL AUTHORITY OR BODY, (E) THE HABITABILITY, MERCHANTABILITY, MARKETABILITY, PROFITABILITY OR FITNESS FOR A PARTICULAR PURPOSE OF THE PROPERTY (F) THE MANNER OR QUALITY OF THE CONSTRUCTION OR MATERIALS, IF ANY, INCORPORATED INTO THE PROPERTY, (G) THE MANNER, QUALITY, STATE OF REPAIR OR LACK OF REPAIR OF THE PROPERTY, OR (H) ANY OTHER MATTER WITH RESPECT TO THE PROPERTY, AND SPECIFICALLY, THAT GRANTOR HAS NOT MADE, DOES NOT MAKE AND SPECIFICALLY DISCLAIMS ANY REPRESENTATIONS REGARDING COMPLIANCE WITH ANY ENVIRONMENTAL PROTECTION, POLLUTION OR LAND USE LAWS, RULES, REGULATIONS, ORDERS OR REQUIREMENTS, INCLUDING SOLID WASTE, AS DEFINED BY THE U.S. ENVIRONMENTAL PROTECTION AGENCY REGULATIONS AT 40 C.F.R., PART 261, OR THE DISPOSAL OR EXISTENCE, IN OR ON THE PROPERTY, OF ANY HAZARDOUS SUBSTANCE, AS DEFINED BY THE COMPREHENSIVE ENVIRONMENTAL RESPONSE COMPENSATION AND LIABILITY ACT OF 1980, AS AMENDED, AND REGULATIONS PROMULGATED THEREUNDER. GRANTEE FURTHER ACKNOWLEDGES AND AGREES THAT HAVING BEEN GIVEN THE OPPORTUNITY TO INSPECT THE PROPERTY, GRANTEE IS RELYING SOLELY ON ITS OWN

INVESTIGATION OF THE PROPERTY AND NOT ON ANY INFORMATION PROVIDED OR TO BE PROVIDED BY GRANTOR. GRANTEE FURTHER ACKNOWLEDGES AND AGREES THAT ANY INFORMATION PROVIDED OR TO BE PROVIDED WITH RESPECT TO THE PROPERTY WAS OBTAINED FROM A VARIETY OF SOURCES AND THAT GRANTOR HAS NOT MADE ANY INDEPENDENT INVESTIGATION OR VERIFICATION OF SUCH INFORMATION AND MAKES NO REPRESENTATIONS AS TO THE ACCURACY OR COMPLETENESS OF SUCH INFORMATION. GRANTOR IS NOT LIABLE OR BOUND IN ANY MANNER BY ANY VERBAL OR WRITTEN STATEMENTS, REPRESENTATIONS OR INFORMATION PERTAINING TO THE PROPERTY, OR THE OPERATION THEREOF, FURNISHED BY ANY REAL ESTATE BROKER, AGENT, EMPLOYEE, SERVANT OR OTHER PERSON. GRANTEE FURTHER ACKNOWLEDGES AND AGREES THAT TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE SALE OF THE PROPERTY AS PROVIDED FOR HEREIN IS MADE ON AN "AS IS" CONDITION AND BASIS "WITH ALL FAULTS." IT IS UNDERSTOOD AND AGREED THAT THE PURCHASE PRICE HAS BEEN ADJUSTED BY PRIOR NEGOTIATION TO REFLECT THAT ALL OF THE PROPERTY IS SOLD BY GRANTOR AND PURCHASED BY GRANTEE SUBJECT TO THE FOREGOING.

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 unto Grantee, and Grantee's successors or assigns forever. Grantor binds Grantor and Grantor's successors and assigns 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, by, through, or under the Grantor but not otherwise, except as to the reservations from and exceptions to conveyance and warranty.

This instrument may be executed in any number of counterparts, each of which is an original for all purposes and which together shall constitute one and the same instrument. It shall be permissible to assemble multiple counterparts of the signature and acknowledgment pages with the first three pages of this instrument and the exhibits hereto for purposes of recordation.

[Signatures Appear On Following Signature Page]

GRANTOR:

[Handwritten Signature]

Amanda Haralson, Trustee of the
Amanda Haralson Stover Trust

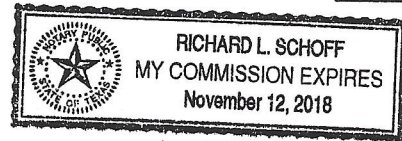
STATE OF TEXAS §

COUNTY OF Bexar §

BEFORE ME, the undersigned authority, on this day personally
appeared Amanda Haralson, Trustee of the Amanda Haralson Stover
Trust.

BY MY HAND AND SEAL OF OFFICE, this the 10 day of February, 2015 - GIVEN UNDER

[Handwritten Signature]
Notary Public in and for
the State of Texas



GRANTEE:

FROG POND HOMEOWNERS ASSOCIATION, INC.

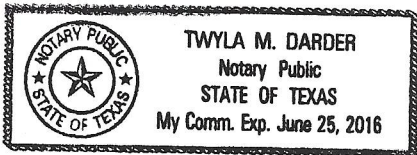
By: Catherine Johnson, President of FPPDA

STATE OF TEXAS §
 §
COUNTY OF TYLER §

BEFORE ME, the undersigned authority, on this day personally appeared Catherine Johnson, President of the Frog Pond Homeowners Association, Inc.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 4 day of March, 2015.

Twyla M Darder
Notary Public in and for
the State of Texas



FILED FOR RECORD
AT 10:20 O'CLOCK a M
ON THE 4 DAY OF March
A.D., 2015.
Vol. _____ Page _____
In the Official Public Records

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.



STATE OF TEXAS }
COUNTY OF TYLER } OFFICIAL PUBLIC RECORD

I hereby certify that this instrument was FILED on the date and at the time stamped hereon by me and was duly RECORDED in the Volume and Page of the named RECORDS of Tyler County, Texas, as stamped hereon by me.

Donece Gregory

COUNTY CLERK, TYLER COUNTY, TEXAS

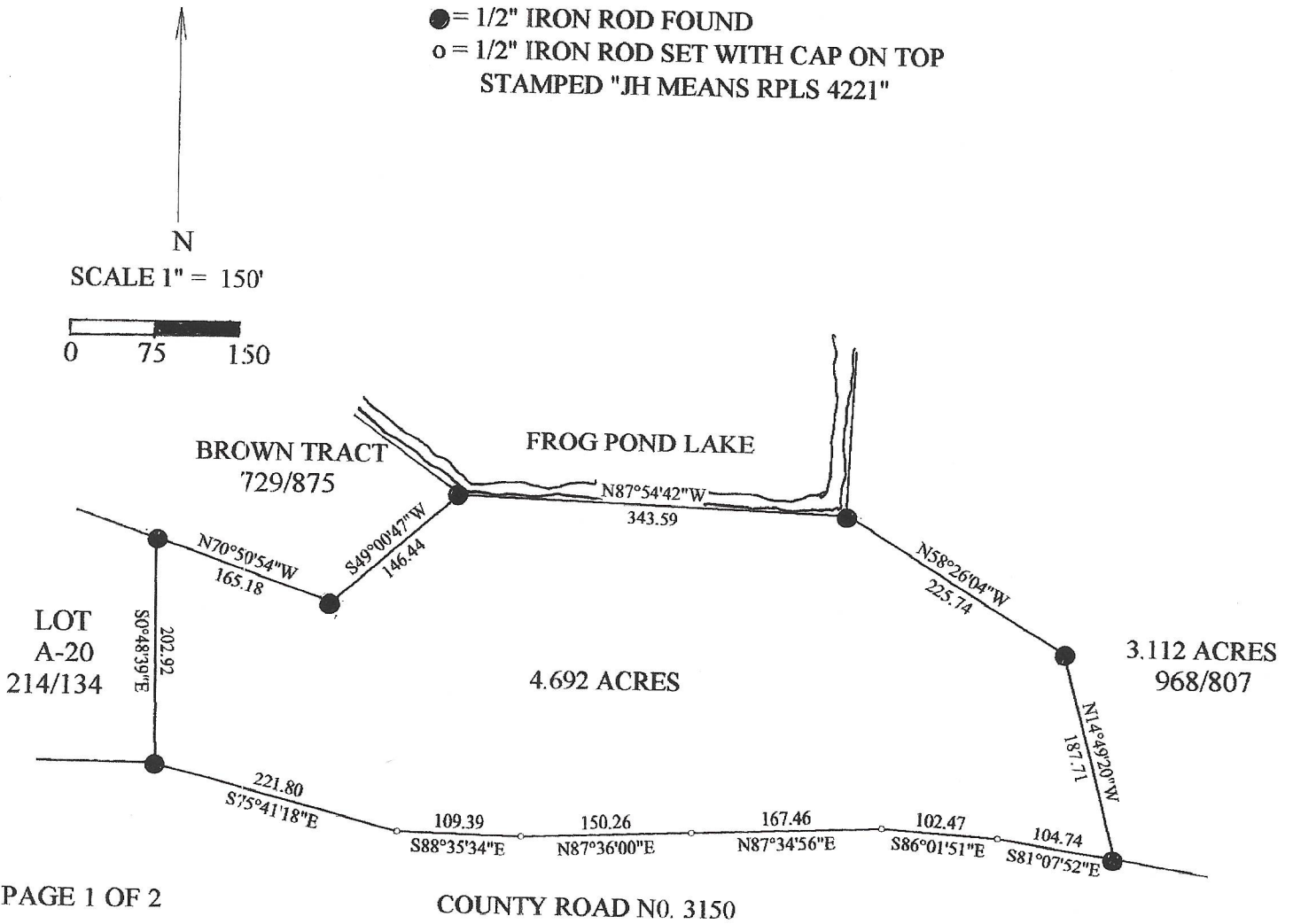
BY Katherine Wilson
DEPUTY

Donece Gregory
COUNTY CLERK
TYLER COUNTY, TEXAS

ND: 4827-1025-0785, v. 1

NOTE::

- = 1/2" IRON ROD FOUND
- = 1/2" IRON ROD SET WITH CAP ON TOP STAMPED "JH MEANS RPLS 4221"



PAGE 1 OF 2

COUNTY ROAD NO. 3150

STATE OF TEXAS)
 COUNTY OF TYLER)

FIELD NOTES DESCRIBING A 4.692 ACRE TRACT ON FROG POND LAKE IN THE HARALSON LAKES DEVELOPMENT IN THE WILLIAM CAMPBELL LEAGUE, ABSTRACT NO. 9, MICHAEL PEVITO SURVEY, ABSTRACT NO. 505 AND THE IRA PARKER SURVEY, ABSTRACT 499, TYLER COUNTY, TEXAS.

BEGINNING AT A 1/2" IRON ROD FOUND AT THE SOUTHWEST CORNER OF A 3.112 ACRE TRACT, RECORDED IN VOLUME 968, PAGE 807 OF THE OFFICIAL PUBLIC RECORDS OF TYLER COUNTY, TEXAS AND BEING ON THE NORTH SIDE OF COUNTY ROAD CR-3150.

THENCE N 14 DEG. 49 MIN. 20 SEC. W WITH THE WEST LINE OF SAID 3.112 ACRE TRACT A DISTANCE OF 187.71 FEET TO A 1/2" IRON ROD FOUND AT NORTHWEST CORNER OF SAID LOT 15-B-2 AND SOUTHWEST CORNER OF LOT 15-B-1 AND ANGLE CORNER ON WEST LINE OF SAID 3.112 ACRE TRACT.

THENCE N 58 DEG. 26 MIN. 04 SEC. W WITH SOUTHWEST LINE OF SAID 3.112 ACRE TRACT A DISTANCE OF 225.74 FEET TO A 1/2" IRON ROD FOUND AT THE NORTHWEST CORNER OF SAID LOT 15-B-1 AND SOUTHWEST CORNER OF LOT 15-B AND ON THE EAST BANK OF FROG POND LAKE .

THENCE N 87 DEG. 54 MIN. 42 SEC. W NEAR SOUTH BANK OF SAID LAKE A DISTANCE OF 343.59 FEET TO A 1/2" IRON ROD FOUND AT EAST CORNER OF BROWN TRACT, RECORDED IN VOLUME 729, PAGE 875 OF SAID DEED RECOREDS.

THENCE S 49 DEG. 00 MIN. 47 SEC. W WITH SOUTHEAST LINE OF SAID BROWN TRACT A DISTANCE OF 146.44 FEET TO A 1/2" IRON ROD FOUND AT THE SOUTH CORNER OF SAID BROWN TRACT.

THENCE N 70 DEG. 50 MIN. 54 SEC. W WITH THE SOUTHWEST LINE OF SAID BROWN TRACT A DISTANCE OF 165.18 FEET TO A 1/2" IRON ROD FOUND AT ANGLE IN SOUTHWEST LINE OF SAID BROWN TRACT AND NORTHEAST CORNER OF LOT A-20, RECORDED IN VOLUME 214, PAGE 134 OF SAID DEED RECORDS.

THENCE S 0 DEG. 48 MIN., 39 SEC. E WITH THE EAST LINE OF SAID LOT A DISTANCE OF 202.92 FEET TO A 1/2" IRON ROD FOUND AT THE SOUTHEAST CORNER OF SAID LOT ON THE NORTH SIDE OF COUNTY ROAD CR-3150.

THENCE IN A EASTERLY DIRECTION WITH THE MEANDERS OF THE NORTH SIDE OF SAID COUNTY ROAD WITH THESE MEANDERS AS FOLLOWS:

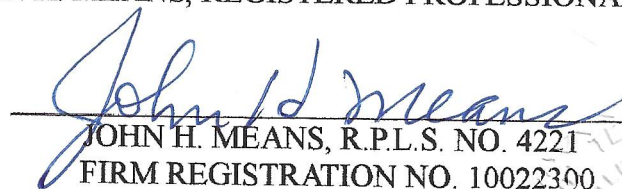
1. S 75 DEG. 41 MIN. 18 SEC. E A DISTANCE OF 221.80 FEET TO A 1/2" IRON ROD SET.
2. S 88 DEG. 35 MIN. 34 SEC. E A DISTANCE OF 109.39 FEET TO A 1/2" IRON ROD SET.
3. N 87 DEG. 36 MIN. 00 SEC. E A DISTANCE OF 150.26 FEET TO A 1/2" IRON ROD SET.
4. N 87 DEG. 34 MIN. 56 SEC. E A DISTANCE OF 167.46 FEET TO A 1/2" IRON ROD SET.
5. S 86 DEG. 01 MIN. 51 SEC. E A DISTANCE OF 102.47 FEET TO A 1/2" IRON ROD SET.
6. S 81 DEG. 07 MIN. 52 SEC. E A DISTANCE OF 104.74 FEET TO THE PLACE OF BEGINNING, CONTAINING 4.692 ACRES OF LAND.

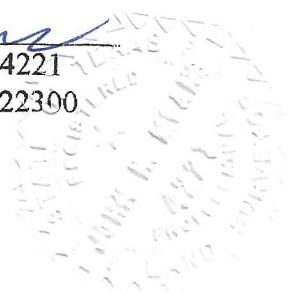
THIS TRACT HAS ACCESS TO AND FROM COUNTY ROAD CR - 3150 A DEDICATED ROADWAY.

BEARINGS ARE IN RELATION TO THE MOST SOUTHERN WEST LINE OF SAID 3.112 ACRE TRACT CALLED N 14 DEG. 49 MIN. 20 SEC. W IN SAID DEED RECORDED IN VOLUME 968, PAGE 807 OF THE OFFICIAL PUBLIC RECORDS OF TYLER COUNTY, TEXAS. THIS FIELD NOTE DESCRIPTION IS BEING SUBMITTED WITH A PLAT BASED ON THIS SURVEY.

SURVEYED JANUARY 2015, BY JOHN H. MEANS, REGISTERED PROFESSIONAL LAND SURVEYOR NO. 4221.

JOHN H. MEANS
P. O. BOX 368
SPURGER, TEXAS 77660
(409) 429-5097
(409) 429-3192 FAX
(409) 429-0597 CELL


JOHN H. MEANS, R.P.L.S. NO. 4221
FIRM REGISTRATION NO. 10022300



JANUARY 14, 2015

SURVEY SERVICES IN CONNECTION WITH THE BOUNDARY SURVEY ON YOUR 4.692
ACRE TRACT IN THE HARALSON LAKES DEVELOPMENT, TYLER COUNTY, TEXAS.

TYING IN CORNERS AND SETTING CORNERS ON TRACT, CALCULATIONS,
PLAT AND FIELD NOTES ON SAME.

\$800.00

JOHN H. MEANS
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