

1120

020715

VOL 0253 PAGE 993

WARRANTY DEED

Filed this 7 day of March 2002  
DOROTHY UECKER  
County Clerk, Blanco County, Texas  
By [Signature] Deputy

DATE: March  
~~February~~ 1, 2002

GRANTOR: MIKE COOLEY AND FAYE COOLEY

GRANTEE: PATRICK DANIELS AND ANGELA DANIELS

GRANTEE'S MAILING ADDRESS: 5627 Ranch Road 1623, Blanco  
Blanco County, Texas 78606

CONSIDERATION:

TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and for which no lien is retained, either express or implied.

PROPERTY (including improvements):

BEING an undivided one-half (1/2) interest in and to Lot 3 of the subdivision of the West one-half of Block 1 of Traweeks Addition to the town of Blanco, Blanco County, Texas and shown on plat recorded in Volume 1, Page 260, Plat Records of Blanco County, Texas.

RESERVATIONS FROM AND EXCEPTIONS TO CONVEYANCE AND WARRANTY:

1. Overhead electric as shown on plat recorded in Volume 1, Page 260, Plat Records of Blanco County, Texas;
2. No mobile homes, trailer or manufactured housing unit shall be placed on the herein described property. This is a restriction which shall be appurtenant to 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, 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 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.

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

Mike Cooley  
Mike Cooley

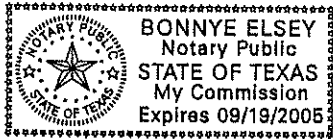
Faye Cooley  
Faye Cooley

(Acknowledgement)

STATE OF TEXAS )

COUNTY OF BLANCO )

This instrument was acknowledged before me on the 1 day of <sup>March</sup>~~February~~, 2002, by Faye Cooley.



Bonnye Elsey  
Notary Public, State of Texas

STATE OF TEXAS )

COUNTY OF BLANCO )

This instrument was acknowledged before me on the 4 day of <sup>March</sup>~~February~~, 2002, by Mike Cooley.



Sally Brooks  
Notary Public, State of Texas

Any provisions herein which restrict the sale, rental or use of the described property because of color or race is invalid and unenforceable under Federal law  
STATE OF TEXAS  
COUNTY OF BLANCO  
I hereby certify that this instrument was FILED in File Number Sequence on the date and the time stamped hereon by me and was duly RECORDED in Official Public records of Real Property of Blanco County, Texas on

MAR 21 2002



Dorothy Uecker  
COUNTY CLERK  
BLANCO COUNTY, TEXAS

AFTER RECORDING RETURN TO:

Mr. and Mrs. Patrick Daniels  
5627 Ranch Road 1623  
Blanco, Texas 78606

PREPARED IN THE LAW OFFICE OF:

Dean C. Myane  
P. O. Box 787  
Blanco, Texas 78606

011249

010959

WARRANTY DEED

FILED IN 17<sup>th</sup> day of Apr 2001  
8:31 AM  
DOROTHY UECKER  
COUNTY CLERK, BLANCO COUNTY, TEXAS  
By *[Signature]* Deputy

DATE: April 10, 2001

GRANTOR: J. A. PAALMAN, not joined herein by his spouse, and owning and holding  
And claiming other property as his homestead

GRANTEE: MIKE COOLEY AND FAYE COOLEY

GRANTEE'S MAILING ADDRESS: 2913 McKinney Loop, Blanco  
Blanco, Blanco County, Texas 78606

CONSIDERATION:

TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and for which no lien is retained, either express or implied.

PROPERTY (including improvements):

BEING Lots 3 and 4 of the subdivision of the West one-half of Block 1 of Traweeks Addition to the town of Blanco, Blanco County, Texas and shown on plat recorded in Volume 1, Page 260, Plat Records of Blanco County, Texas.

TOGETHER WITH a five (5') foot easement for the installation, construction, operation, maintenance, replacement, repair, upgrade of waterline, situated along the South boundary line of Lot 1 of the subdivision of the West one-half of Block of Traweeks Addition to the town of Blanco, Blanco County, Texas and shown on plat recorded in Volume 1, Page 260, Plat Records of Blanco County, Texas, for the benefit of Lot 3.

RESERVATIONS FROM AND EXCEPTIONS TO CONVEYANCE AND WARRANTY:

1. Overhead electric as shown on plat recorded in Volume 1, Page 260, Plat Records of Blanco County, Texas;
2. Restrictions recorded in Volume 214, Page 463, Official Public Records of Blanco County, Texas.

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, 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 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.

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

Current ad valorem taxes having been pro-rated, the payment thereof is hereby assumed by Grantee.

*[Signature]*  
\_\_\_\_\_  
J. A. Paalman

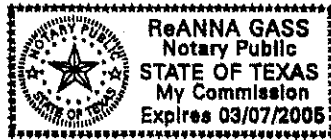
(Acknowledgement)

STATE OF TEXAS )

COUNTY OF BLANCO )

This instrument was acknowledged before me on the 10<sup>th</sup> day of April, 2001, by J. A. Paalman.

ReAnna Gass  
Notary Public, State of Texas



<sup>41</sup>  
FILED this 10<sup>th</sup> day of May 2001  
R. O. A. M.  
DOROTHY UECKER  
COUNTY CLERK, BLANCO COUNTY, TEXAS  
By Karen Hamilton Deputy

AFTER RECORDING RETURN TO:

Mr. and Mrs. Mike Cooley  
2913 McKinney Loop  
Blanco, Texas 78606

PREPARED IN THE LAW OFFICE OF:

Dean C. Myane  
P. O. Box 787  
Blanco, Texas 78606

Any provisions herein which restricts the sale, rental or use of the described property because of color or race is invalid and unenforceable under Federal law STATE OF TEXAS COUNTY OF BLANCO I hereby certify that this instrument was FILED in File Number Sequence on the date and the time stamped hereon by me and was duly RECORDED in Official Public records of Real Property of Blanco County, Texas on

Any provisions herein which restricts the sale, rental or use of the described property because of color or race is invalid and unenforceable under Federal law STATE OF TEXAS COUNTY OF BLANCO I hereby certify that this instrument was FILED in File Number Sequence on the date and the time stamped hereon by me and was duly RECORDED in Official Public records of Real Property of Blanco County, Texas on

APR 19 2001



Dorothy Uecker  
COUNTY CLERK  
BLANCO COUNTY, TEXAS

MAY 16 2001



Dorothy Uecker  
COUNTY CLERK  
BLANCO COUNTY, TEXAS

010959

## WARRANTY DEED

FILED IN 17<sup>th</sup> day of Apr. 2001  
 8:31 A.M.  
 DOROTHY UECKER  
 COUNTY CLERK, BLANCO COUNTY, TEXAS  
 by *Theresa Hamilton* Deputy

DATE: April 10, 2001

GRANTOR: J. A. PAALMAN, not joined herein by his spouse, and owning and holding  
 And claiming other property as his homestead

GRANTEE: MIKE COOLEY AND FAYE COOLEY

GRANTEE'S MAILING ADDRESS: 2913 McKinney Loop, Blanco  
 Blanco, Blanco County, Texas 78606

**CONSIDERATION:**

TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and for which no lien is retained, either express or implied.

**PROPERTY (including improvements):**

BEING Lots 3 and 4 of the subdivision of the West one-half of Block 1 of Traweeks Addition to the town of Blanco, Blanco County, Texas and shown on plat recorded in Volume 1, Page 260, Plat Records of Blanco County, Texas.

TOGETHER WITH a five (5') foot easement for the installation, construction, operation, maintenance, replacement, repair, upgrade of waterline, situated along the South boundary line of Lot 1 of the subdivision of the West one-half of Block of Traweeks Addition to the town of Blanco, Blanco County, Texas and shown on plat recorded in Volume 1, Page 260, Plat Records of Blanco County, Texas, for the benefit of Lot 3.

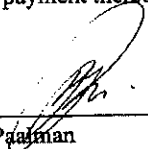
**RESERVATIONS FROM AND EXCEPTIONS TO CONVEYANCE AND WARRANTY:**

1. Overhead electric as shown on plat recorded in Volume 1, Page 260, Plat Records of Blanco County, Texas;
2. Restrictions recorded in Volume 214, Page 463, Official Public Records of Blanco County, Texas.

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, 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 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.

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

Current ad valorem taxes having been pro-rated, the payment thereof is hereby assumed by Grantee.

  
 J. A. Paalman

9903240

992664

VDI 0214 PAGE 463

WARRANTY DEED

FILED this 14<sup>th</sup> day of Oct 1999  
9:11 A.M.  
DOROTHY UECKER  
COUNTY CLERK, BLANCO COUNTY, TEXAS  
By Karen Hamilton Deputy

DATE: October 12, 1999  
GRANTOR: DAVID KLOSTER, a single person

GRANTOR'S MAILING ADDRESS: P. O. Box 1503, Blanco  
Blanco County, Texas 78606

GRANTEE: J. A. PAALMAN

GRANTEE'S MAILING ADDRESS: %Kathryn McClure, HC 4, Box 165  
Blanco, Blanco County, Texas 78606

CONSIDERATION:

TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and for which no lien is retained, either express or implied.

PROPERTY (including improvements):

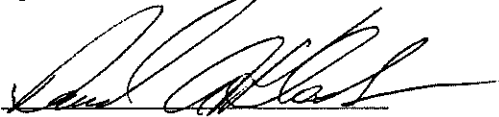
BEING Lots 3 and 4 of the subdivision of the West one-half of Block 1 of Traweeks Addition to the town of Blanco, Blanco County, Texas and shown on plat recorded in Volume 1, Page 260, Plat Records of Blanco County, Texas.

RESERVATIONS FROM AND EXCEPTIONS TO CONVEYANCE AND WARRANTY:

1. Overhead electric as shown on plat recorded in Volume 1, Page 260, Plat Records of Blanco County, Texas;
2.  No mobile homes, trailer or manufactured housing unit shall be placed on the herein described property. This is a restriction which shall be appurtenant to 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, 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 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.

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

  
David Kloster  
A.  
EK

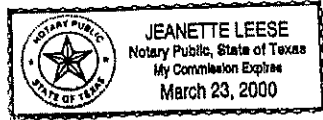
(Acknowledgement)

STATE OF TEXAS )

COUNTY OF BLANCO )

This instrument was acknowledged before me on the 12th day of October, 1999, by David Kloster, a single person.

Jeanette Leese  
Notary Public, State of Texas  
Jeanette Leese  
Printed Name of Notary  
Notary's commission expires: 3/23/00



AFTER RECORDING RETURN TO:

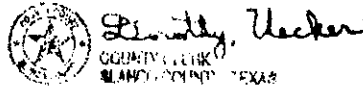
Mr. J. A. Paalman  
HC 4, Box 165  
Blanco, Texas 78606

PREPARED IN THE LAW OFFICE OF:

Dean C. Myane  
P. O. Box 787  
Blanco, Texas 78606

Any provision in any instrument which purports to waive, limit, or restrict the application of the provisions of this Act shall be null and void.

OCT 18 1999







002312

Easement Agreement for Waterline

Date: September 13, 2000

Grantor: DAVID A. KLOSTER

Grantor's Mailing Address: [include county]

P. O. Box 1503, Blanco  
Blanco County, Texas 78606

Grantee: J. A. PAALMAN (owner of Lot No. 3) AND MARCIA RUTH LUCAS (owner of Lot No. 2)

Grantee's Mailing Address: [include county]

Lucas: 805 Kinney Avenue, Austin  
Travis County, Texas 78704

Paalman: %Kathryn McClure, HC 4, Box 165  
Blanco, Blanco County, Texas 78606

*14 Sept 2000*  
*8:32 AM*  
DOROTHY LUECKER  
COUNTY CLERK, BLANCO COUNTY, TEXAS  
*Dorothy Luecker*

Dominant Estate Property:

BEING Lots 2 and 3 of the subdivision of the West one-half of Block 1 of Traweeks Addition to the town of Blanco, Blanco County, Texas and shown on plat recorded in Volume 1, Page 260, Plat Records of Blanco County, Texas.

Easement Property:

BEING A five foot (5') easement situated along the South boundary line of Lot 1 of the subdivision of the West one-half of Block 1 of Traweeks Addition to the town of Blanco, Blanco County, Texas and shown on plat recorded in Volume 1, Page 260, Plat Records of Blanco County, Texas.

Easement Purpose: For the installation, construction, operation, maintenance, replacement, repair, upgrade of a waterline, (herein called the "Facilities").

Consideration: The sum of TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are acknowledged by Grantor.

Reservations from Conveyance: None except those of record;

Exceptions to Warranty: None except those of record;

Grant of Easement: Grantor, for the Consideration and subject to the Reservations from Conveyance and Exceptions to Warranty, grants, sells, and conveys to Grantee and Grantee's heirs, successors, and assigns an easement over, on, and across the Easement Property for the Easement Purpose, together with all and singular the rights and appurtenances thereto in any way belonging (collectively, the "Easement"), to have and to hold the Easement to Grantee and Grantee's heirs, successors, and assigns forever. Grantor binds Grantor and Grantor's heirs, successors, and assigns to warrant and forever defend the title to the Easement in Grantee and Grantee's heirs, successors, and assigns against every person whomsoever lawfully claiming or to claim the Easement or any part of the Easement, except as to the Reservations from Conveyance and Exceptions to Warranty.

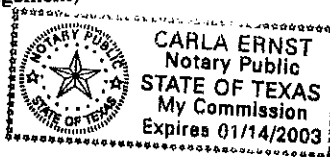
Terms and Conditions: The following terms and conditions apply to the Easement granted by this agreement:

1. *Character of Easement.* The Easement is appurtenant to, runs with, and inures to the benefit of all or any portion of the Dominant Estate Property, whether or not the Easement is referenced or described in any conveyance of all or such portion of the Dominant Estate Property. The Easement is nonexclusive and irrevocable. The Easement is for the benefit of Grantee and Grantee's heirs, successors, and assigns who at any time own any interest in the Dominant Estate Property (as applicable, the "Holder").
2. *Duration of Easement.* The duration of the Easement is perpetual.
3. *Reservation of Rights.* Holder's right to use the Easement Property is nonexclusive, and Grantor reserves for Grantor and Grantor's heirs, successors, and assigns the right to use all or part of the Easement Property in conjunction with Holder as long as such use by Grantor and Grantor's heirs, successors, and assigns does not interfere with the use of the Easement Property by Holder for the Easement Purpose, and the right to convey to others the right to use all or part of the Easement Property in conjunction with Holder, as long as such further conveyance is subject to the terms of this agreement.
4. *Improvement and Maintenance of Easement Property.* Improvement and maintenance of the Easement Property and the Facilities will be at the sole expense of Holder. Holder must maintain the Easement Property in a neat and clean condition. Holder has the right to construct, install, maintain, replace, and remove the Facilities under or across any portion of the Easement Property. All matters concerning the Facilities and their configuration, construction, installation, maintenance, replacement, and removal are at Holder's sole discretion, subject to performance of Holder's obligations under this agreement. Holder has the right to remove or relocate any fences within the Easement Property or along or near its boundary lines if reasonably necessary to construct, install, maintain, replace, or remove the Facilities, subject to replacement of the fences to their original condition on the completion of the work.
5. *Binding Effect.* This agreement binds and inures to the benefit of the parties and their respective heirs, successors, and permitted assigns.
6. *Choice of Law.* This agreement will be construed under the laws of the state of Texas, without regard to choice-of-law rules of any jurisdiction. Venue is in the county or counties in which the Easement Property is located.
7. *Legal Construction.* If any provision in this agreement is for any reason unenforceable, to the extent the unenforceability does not destroy the basis of the bargain among the parties, the unenforceability will not affect any other provision hereof, and this agreement will be construed as if the unenforceable provision had never been a part of the agreement. Whenever context requires, the singular will include the plural and neuter include the masculine or feminine gender, and vice versa. Article and section headings in this agreement are for reference only and are not intended to restrict or define the text of any section. This agreement will not be construed more or less favorably between the parties by reason of authorship or origin of language.
8. *Notices.* Any notice required or permitted under this agreement must be in writing. Any notice required by this agreement will be deemed to be delivered (whether actually received or not) when deposited with the United States Postal Service, postage prepaid, certified mail, return receipt requested, and addressed to the intended recipient at the address shown in this agreement. Notice may also be given by regular mail, personal delivery, courier delivery, facsimile transmission, or other commercially reasonable means and will be effective when actually received. Any address for notice may be changed by written notice delivered as provided herein.
9. *Time.* Time is of the essence. Unless otherwise specified, all references to "days" mean calendar days. Business days exclude Saturdays, Sundays, and legal public holidays. If the date for performance of any obligation falls on a Saturday, Sunday, or legal public holiday, the date for performance will be the next following regular business day.

  
 \_\_\_\_\_  
 David A. Kloster

(Acknowledgement)

STATE OF TEXAS )  
COUNTY OF BLANCO )



This instrument was acknowledged before me on the 13th day of September, 2000, by David Kloster, a single person.

*Carla Ernst*

Notary Public, State of Texas

CARLA ERNST

Printed Name of Notary

Notary's commission expires: 01/14/2003

AFTER RECORDING RETURN TO:

Guardian Title Co., Inc.  
P. O. Box 698  
Blanco, Texas 78606

PREPARED IN THE OFFICE OF:

Dean C. Myane  
P. O. Box 787  
Blanco, Texas 78606

Any provisions in this instrument which restrict the sale, rental or use of the described property because of color or race is hereby acknowledged to be unenforceable under Federal law.  
STATE OF TEXAS  
COUNTY OF BLANCO  
I hereby certify that this instrument was FILED in this Number Sequence on the date and the time stamped hereon for the first time and is RECORDED in Official Public records of this Property of Blanco County, Texas on

SEP 14 2000



*Dorothy Wecker*  
COUNTY CLERK  
BLANCO COUNTY, TEXAS

RIGHT OF FIRST REFUSAL

Filed this 7 day of March 2002  
10:54 AM

DOROTHY UECKER  
County Clerk, Blanco County, Texas  
By *[Signature]* Deputy

STATE OF TEXAS )

COUNTY OF BLANCO )

This Right of First Refusal is by and between MIKE COOLEY AND FAYE COOLEY, (herein called COOLEY) and PATRICK DANIELS AND ANGELA DANIELS, (herein called DANIELS), who covenant and agree as follows:

1. COOLEY and DANIELS are the owners of undivided interests in Lot 3 of the subdivision of the West one-half of Block 1 of Traweeks Addition to the town of Blanco, Blanco County, Texas and shown on plat recorded in Volume 1, Page 260, Plat Records of Blanco County, Texas.

2. In consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable consideration, COOLEY and DANIELS agree that each party shall have the right of first refusal to purchase the other party's interest in said property in the event:

- a. A party desires to sell their interest in the property; OR
- b. A party dies.

This right of first refusal to purchase the property shall extend for a period of ninety (90) days from date a party receives notice of intent to sell or for a period of ninety (90) days from date of death of a party. The sale price shall be one-half of the appraised fair market value of the property at the date of sale. Fair market value shall be determined by an independent, licensed real estate appraiser.

3. In the event a party does not purchase the property within the ninety (90) day period, the right of refusal is terminated.

EFFECTIVE this 1 day of <sup>March</sup> February, 2002

*[Signature: Mike Cooley]*  
\_\_\_\_\_  
Mike Cooley

*[Signature: Faye Cooley]*  
\_\_\_\_\_  
Faye Cooley

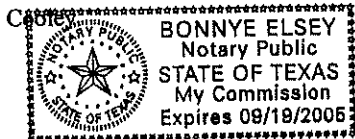
*[Signature: Pat Daniels]*  
\_\_\_\_\_  
Patrick Daniels

*[Signature: Angela Daniels]*  
\_\_\_\_\_  
Angela Daniels

STATE OF TEXAS )

COUNTY OF BLANCO )

This instrument was acknowledged before me on the 1 day of <sup>March</sup> February, 2002, by Faye



Bonnye Elsey  
Notary Public, State of Texas

STATE OF TEXAS )

COUNTY OF BLANCO )

This instrument was acknowledged before me on the 4 day of <sup>March</sup> February, 2002, by Mike

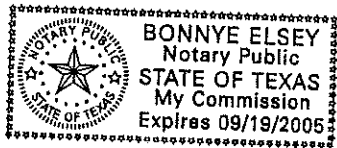


Sally Brooks  
Notary Public, State of Texas

STATE OF TEXAS )

COUNTY OF BLANCO )

This instrument was acknowledged before me on the 1 day of <sup>March</sup> February, 2002, by Patrick Daniels and Angela Daniels.



Bonnye Elsey  
Notary Public, State of Texas

Any provision herein which restricts the sale, rental or use of the described property because of color or race is invalid and unenforceable under Federal Law  
STATE OF TEXAS  
COUNTY OF BLANCO  
I hereby certify that this instrument was FILED in File Number            on the            day of            2002, by me and the signatory herein by the said was duly RECORDED in Official Public records of Real Property of Blanco County, Texas on

MAR 21 2002



Dorothy Uecker  
COUNTY CLERK  
BLANCO COUNTY, TEXAS

AFTER RECORDING RETURN TO:

Dean C. Myane  
P. O. Box 787  
Blanco, Texas 78606

PREPARED IN THE LAW OFFICE OF:

Dean C. Myane  
P. O. Box 787  
Blanco, Texas 78606