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RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:
LandAmerica Commercial Services
1717 West 6th Street
Suite 100
Austin, Texas 78763
Attention: Laura Brookshire



WD 2008013582
4 PGS

SPECIAL WARRANTY DEED

THE STATE OF TEXAS
COUNTY OF TRAVIS

KNOW ALL PERSONS BY THESE PRESENTS:

THAT, UNITED PENTECOSTAL CHURCH OF JESUS CHRIST A/K/A UNITED PENTECOSTAL CHURCH A/K/A UNITED PENTECOSTAL CHURCH OF AUSTIN, INC. (herein referred to as "*Grantor*"), has GRANTED, SOLD AND CONVEYED, and by these presents does GRANT, SELL AND CONVEY unto THE CITY OF AUSTIN, A TEXAS MUNICIPAL CORPORATION SITUATED IN THE COUNTIES OF HAYS, TRAVIS, AND WILLIAMSON, STATE OF TEXAS (herein referred to "*Grantee*"), whose mailing address is P.O. Box 1088, Austin, Texas 78767, for and in consideration of the sum of Ten Dollars (\$10.00) in hand paid to Grantor, the receipt and sufficiency of which consideration is hereby acknowledged, that certain tract of real property legally described as Lots 1 and 2, of UNITED PENTECOSTAL SUBDIVISION, a subdivision in Travis County, Texas, according to the map or plat thereof; recorded in Document No. 200700088, of the Official Public Records of Travis County, Texas, incorporated herein and made a part hereof for all purposes, together with (i) any and all appurtenances belonging or appertaining thereto; (ii) any and all improvements located thereon; (iii) any and all appurtenant easements or rights of way affecting said real property and any of Grantor's rights to use same; (iv) any and all rights of ingress and egress to and from said real property and any of Grantor's right to use same; (v) any and all mineral rights and interest of Grantor relating to said real property (present or reversionary) if any; (vi) any and all rights to the present or future use of wastewater, wastewater capacity, drainage, water or other utility facilities to the extent same pertain to or benefit said real property or the improvements located thereon, including without limitation, all reservations of or commitments or letters covering any such use in the future, whether now owned or hereafter acquired; (vii) any and all right and interest of Grantor in and to any leases covering all or any portion of said real property; and (viii) all right, title and interest of Grantor, if any, in and to (a) any and all roads, streets, alleys and ways (open or proposed) affecting, crossing, fronting or bounding said real property, including any awards made or to be made relating thereto including, without limitation, any

unpaid awards or damages payable by reason of damages thereto or by reason of widening of or changing of the grade with respect to same; (b) any and all strips, gores, or pieces of property abutting, bounding or which are adjacent or contiguous to said real property (whether owned or claimed by deed, limitations or otherwise); (c) any and all air rights relating to said real property and (d) any and all reversionary interest in and to said real property. All of said real property together with any and all of the related improvements, appurtenances, rights and interests referenced in items (i) through (viii) above are herein collectively referred to as the "**Property.**"

TO HAVE AND TO HOLD the Property, together with all and singular the rights and appurtenances thereto in anywise belonging unto Grantee, its heirs, successors and assigns forever, subject to the matters herein stated; and Grantor does hereby bind itself and its heirs, successors and assigns to WARRANT AND FOREVER DEFEND all and singular the Property unto Grantee, its 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, subject to all of the matters listed or contained in **Exhibit "A"** labeled "Permitted Encumbrances" which is attached hereto, incorporated herein and made a part hereof for all purposes, to the full extent same are valid and subsisting and affect the Property.

GRANTOR HAS EXECUTED AND DELIVERED THIS SPECIAL WARRANTY DEED AND HAS CONVEYED THE PROPERTY AND GRANTEE HAS RECEIVED AND ACCEPTED THIS SPECIAL WARRANTY DEED AND HAS PURCHASED THE PROPERTY IN ITS CURRENT CONDITION, "AS IS", "WHERE IS", AND "WITH ALL FAULTS" AND WITHOUT REPRESENTATIONS OR WARRANTIES WHATSOEVER, EXPRESS OR IMPLIED, WRITTEN OR ORAL (EXCEPT FOR THE WARRANTY OF TITLE EXPRESSLY SET FORTH IN THIS DEED). SELLER SPECIFICALLY DISCLAIMS ANY WARRANTY OF SUITABILITY, HABITABILITY, OR FITNESS FOR ANY PARTICULAR PURPOSE. BUYER ACCEPTS THE PROPERTY SUBJECT TO SUCH DISCLAIMERS AND SUBJECT TO ANY ENVIRONMENTAL MATTERS AFFECTING THE PROPERTY.

Grantor warrants and represents that all ad valorem taxes and assessments for the Property for the year 2007 and all prior years have been fully paid. Subject to the foregoing, Grantee assumes liability for the payment of such taxes and assessment for the year 2008.

(Signature Page to Special Warranty Deed to Follow)

(Signature Page to Special Warranty Deed)

EXECUTED this 28th day of January, 2008.

GRANTOR:

UNITED PENTECOSTAL CHURCH OF JESUS CHRIST, ALSO KNOWN AS UNITED PENTECOSTAL CHURCH AND ALSO KNOWN AS UNITED PENTECOSTAL CHURCH OF AUSTIN, INC.

By: Charles R. Stephens

Print Name: Charles R. Stephens
Title: Pastor

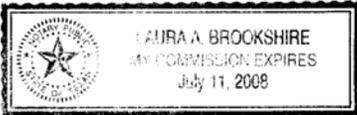
STATE OF TEXAS

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COUNTY OF Travis

This instrument was acknowledged before me on the 28th day of January, 2008 by Charles R. Stephens, as Pastor of United Pentecostal Church Of Jesus Christ, a/k/a United Pentecostal Church a/k/a United Pentecostal Church of Austin, Inc.

Laura A. Brookshire
Notary Public in and for the State of Texas



SEAL

Unrecorded Instrument

EXHIBIT "A"

PERMITTED ENCUMBRANCES

- 1) Restrictive Covenants on plat in/under Document No. 200700088 of the Official Public Records of TRAVIS County, Texas, but omitting any covenant or restriction based on race, color, religion, sex, handicap, familiar status, or national origin.
- 2) The following, all according to plat recorded in 200700088, of the Official Public Records of TRAVIS County, Texas:
 - Electric and telecommunications easement 15 feet in width along the front property line(s). (Both Lots)
 - Drainage easement 25 feet in width along the rear property line(s). (Both Lots)
 - Wastewater easement 15 feet in width across the northeast portion of the Lot. (Lot 1)
 - Drainage easement 15 feet in width along the south (side) property line(s). (Lot 2)
 - Electric easement 10 feet in width, being 1047 square feet along the northwest property line(s). (Lot 2)
- 3) Sanitary Sewer Easement of unspecified width, awarded to United States of America, in Judgment rendered on April 29, 1952, recorded in/under 1259/432 of the Real Property Records of TRAVIS County, Texas; said center line also shown on plat. (Lot 1)

FILED AND RECORDED

OFFICIAL PUBLIC RECORDS

Dana DeBeauvoir

2008 Jan 29 10:25 AM 2008013582

MORALESB \$28.00

DANA DEBEAUVOIR COUNTY CLERK

TRAVIS COUNTY TEXAS