### DEED WITHOUT WARRANTY

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:** \_\_\_\_\_\_, 2014

Grantor: Barclay/Texas Holdings VI, L.P., a Texas limited partnership

**Grantor's Mailing Address (including county):** 

c/o Barclay Group 2390 E. Camelback Road Suite 200 Phoenix, Arizona 85023 (Maricopa County)

Grantee: Williamson County, Texas

**Grantee's Mailing Address (including county):** 

Williamson County 710 Main Street, Suite 101 Georgetown, Texas 78626

**CONSIDERATION:** TEN AND NO/100 DOLLARS and other good and valuable consideration.

### **PROPERTY** (including any improvements):

Lot 7-A, Block "A", BECK COMMONS, A REPLAT OF BECK 11, a subdivision in Williamson County, Texas, according to the map or plat thereof recorded in document number 2013059545 of the Plat Records of Williamson County, Texas.

RESERVATIONS FROM AND EXCEPTIONS TO CONVEYANCE AND WARRANTY: Easements, rights-of-way, and prescriptive rights, whether of record or not; all presently recorded restrictions, reservations, covenants, conditions, oil, gas or other mineral leases, mineral severances, and other instruments, that affect the property; rights of adjoining owners in any walls and fences situated on a common boundary; any encroachments or overlapping of improvements; and taxes for the current year, the payment of which Grantee assumes.

Grantor, for the consideration recited herein and other good and valuable consideration, receipt of which is acknowledged, grants, sells and conveys to Grantee the property without express or implied warranty of any kind, and all warranties that might arise by common law and the warranties in Section 5.023 of the Texas Property Code are excluded.

As a material part of the Consideration for this deed, Grantor and Grantee agree that Grantee is taking the Property "AS IS" with any and all latent and patent defects and that there is no warranty by Grantor that the Property has a particular financial value or is fit for a particular purpose. Grantee acknowledges and stipulates that Grantee is not relying on any representation, statement, or other assertion with respect to the Property condition but is relying on Grantee's examination of the Property. Grantee takes the Property with the express understanding and stipulation that there are no express or implied warranties of any sort.

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

### **GRANTOR:**

Barclay/Texas Holdings VI, L.P., a Texas limited partnership

By: Barclay Holdings XXXIX-A, LLL, an Arizona limited liability company

Its General Partner

Scott T. Archer, Manager

## ACKNOWLEDGMENT

STATE OF	Orizona	§
COUNTY OF	Marieopa	

This instrument was acknowledged before me on the 9th day of 0ctober, 2014, by Scott T. Archer, Manager of Barclay Holdings XXXIX-A, LLC, an Arizona limited liability company, General Partner of Barclay/Texas Holdings VI, L.P., a Texas limited partnership, in the capacity for the purposes and consideration recited herein.



Karol D. Melson Notary Public, State of Arizona

# AFTER RECORDING RETURN TO:

Sheets & Crossfield, P.C. Attorneys at Law 309 E. Main St. Round Rock, Texas 78664