



Control Number: 47012



Item Number: 23

Addendum StartPage: 0



Harkins Engineering, Inc.

2017 NOV 13 AM 10:26

PUBLIC UTILITY COMMISSION
FILING CLERK

November 13, 2017

Texas Public Utility Commission
Filing Clerk
1701 North Congress
P.O. Box 13326
Austin, Texas 78711-3326

RE: Application of Mountain City, Texas to Purchase and transfer/amend the CCN of
Mountain City Oaks Water System, CCN No. 11427. Docket No. 47012

Dear Filing Clerk:

This letter is to formally provide copies of the closing documents and verification of the transfer of deposits as requested in Order No. 6 for the above stated application.

Final sale documents were executed on October 27, 2017. The final transfer of deposits was completed on November 6, 2017. Please see the attached warranty deed, final settlement statement, closing verification, and record of deposit transfer.

Please let me know if you have any additional questions or need any further information. Thank you for your time.

Sincerely,

Victoria Richards Harkins, Ph.D., P.E.
President

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.

GENERAL WARRANTY DEED

DATE: October 27, 2017

GRANTOR: Sharon Elaine Wright, Carol Ann Joersz, and John Alan Anderson, as
Successor Co-Trustees of the John Anderson and Billie N. Anderson Living
Trust

GRANTEE: City of Mountain City, Texas

Grantee's Mailing Address: 101 Mountain City Drive, Mountain City, TX 78610

Consideration: Ten and No/100 Dollars and other good and valuable consideration, the receipt
and sufficiency of which is hereby acknowledged by Grantor.

Property (including any improvements):

0.49 of an acre of land, more or less, and being known as a Fifteen (15) foot Water Lane and Water Tract out of the MOUNTAIN CITY OAKS, SECTION TWO, according to the map or plat thereof, recorded in Volume 2, Page 109, Plat Records, Hays County, Texas, a subdivision out of the Andrew Dunn Survey No. 9, Abstract No. 4, Hays County, Texas, and being that same property conveyed in Warranty Deed executed by John Anderson and Billie N. Anderson, dated February 28, 2001, recorded in Volume 2117, Page 272, Official Public Records, Hays County, Texas; subject property being more particularly described by a metes and bounds description in Exhibit "A" attached hereto and made a part hereof.

Reservations from Conveyance: NONE

Exceptions to Conveyance and Warranty: Validly existing easements, rights-of-way, and prescriptive rights, whether of record or not; all presently recorded and validly existing restrictions, reservations, covenants, conditions, oil and gas leases, mineral interests, and water interests outstanding in persons other than Grantor, and other instruments, other than conveyances of the surface fee estate, that affect the Property; validly existing rights of adjoining owners in any walls and fences situated on a common

boundary; any discrepancies, conflicts, or shortages in area or boundary lines; any encroachments or overlapping of improvements; and taxes for 2018, which Grantee assumes and agrees to pay.

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, except as to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty.

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

Dated as first above written.

**JOHN ANDERSON AND BILLIE
ANDERSON LIVING TRUST**


SHARON ELAINE WRIGHT

Co-Trustee

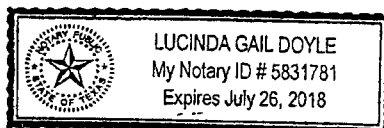

CAROL ANN JOERSZ

Co-Trustee


JOHN ALAN ANDERSON
Co-Trustee

THE STATE OF TEXAS
COUNTY OF HAYS

This instrument was acknowledged before me on Oct. 27, 2017, **Sharon Elaine Wright, Carol Ann Joersz, and John Alan Anderson, as Successor Co-Trustees of the John Anderson and Billie N. Anderson Living Trust,**




Notary Public, State of TEXAS

Exhibit "A"

DESCRIPTION OF A 15 FOOT WATER LANE AND WATER TRACT CONSISTING OF 0.49 ACRES, MORE OR LESS, OF LAND AREA IN THE ANDREW DUNN SURVEY NO. 9, A-4, HAYS COUNTY, TEXAS, BEING A PORTION OF MOUNTAIN CITY OAKS, SECTION TWO SUBDIVISION AS RECORDED IN VOLUME 2, PAGE 109 OF THE HAYS COUNTY PLAT RECORDS, AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at the west corner of said Mountain City Oaks, Section Two Subdivision for the west corner of this tract, same being in the approximate centerline of a pipeline easement of undefined width granted to the Texas Pipeline Co. by J. H. Lawler recorded in Volume 138, Page 530 of the Hays County Deed Records;

THENCE leaving the PLACE OF BEGINNING with the northwest line of said Mountain City Oaks, Section Two Subdivision, same being the approximate centerline of said pipeline easement N42° 25' 10" E 254.16 feet to a point for the west corner of Lot 4, Block 10 of said subdivision;

THENCE entering said subdivision and with the north line of this tract and south line of Lot 4, the following two courses:

1. N85° 08' 15" E 205.65 feet to an angle point,
2. N64° 04' 07" E 126.36 feet to a point for the southeast corner of said Lot 4 and the north corner of this tract, in the curving line of a cul-de-sac in the end of Live Oak Drive;

THENCE with a left-breaking curve of said cul-de-sac having the following characteristics: central angle = 18° 11' 06", radius length = 50.00 feet, arc length = 15.87 feet, and a chord which bears S27° 11' 16" E 15.80 feet to a point for the east corner of this tract, same being the north corner of Lot 23, Block 6 of said subdivision;

THENCE with Lot 23, Block 6, the following three courses:

1. S64° 04' 07" W 127.45 feet to an angle point,
2. S85° 08' 15" W 158.40 feet to an angle point, same being the northwest corner of Lot 23, Block 6, and
3. S29° 20' 52" W 199.79 feet to a point for the south corner of this tract, same being the west corner of Lot 23, Block 6, said point being in the south line of said subdivision;

THENCE with the south line of said subdivision S88° 40' 04" W 126.88 feet to the PLACE OF BEGINNING. There are contained within these metes and bounds 0.49 of an acre of land area, more or less, as prepared from public records during November, 1983 by Dabney-Byrn and Associates of San Marcos, Texas.



A. Settlement Statement

U.S. Department of Housing
and Urban Development

OMB No. 2502-0265

B. Type of Loan

1. ☐ FHA 2. ☐ FmHA 3. ☐ Conv Unins
4. ☐ VA 5. ☐ Conv Ins. 6. ☐ Seller Finance
7. ☐ CASH SALE

6. File Number
1738767-BUD

7. Loan Number

8. Mortgage Ins Case Number

C. Note: This form is furnished to give you a statement of actual settlement costs. Amounts paid to and by the settlement agent are shown. Items marked "(p.o.c.)" were paid outside the closing; they are shown here for informational purposes and are not included in the totals.

D. Name & Address of Borrower
City Of Mountain City, Texas

E. Name & Address of Seller
John Anderson and Billie N. Anderson Living
Trust
96 N Camino Real
Uhland, TX 78640
See Addendum

F. Name & Address of Lender

G. Property Location

.49 Acres, Andrew Dunn Survey #9- See Exhibit A in File Scan, Hays
County, TX

Mountain City, TX 78640

H. Settlement Agent Name

Independence Title
5900 Shepherd Mountain Cove, Bldg 2, Ste. 200
Austin, TX 78730 Tax ID:

Underwritten By: First American Title Insurance Company

Place of Settlement
Independence Title
211B N FM1626 Building 2
Buda, TX 78610

I. Settlement Date
10/27/2017
Fund: 10/27/2017

J. Summary of Borrower's Transaction

100. Gross Amount Due from Borrower

101. Contract Sales Price	\$390,000.00
102. Personal Property	
103. Settlement Charges to borrower	\$362.50
104.	
105.	

Adjustments for items paid by seller in advance

106. Property taxes	
107. City property taxes	
108. County property taxes	
109. School property taxes	
110. HOA Dues	
111. MUD Taxes	
112.	
113.	
114.	
115.	
116.	

120. Gross Amount Due From Borrower	\$390,362.50
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200. Amounts Paid By Or in Behalf Of Borrower

201. Deposit or earnest money	
202. Principal amount of new loan(s)	
203. Existing loan(s) taken subject to	
204. Loan Amount 2nd Lien	
205.	
206.	
207. Option Fee	\$10,000.00
208.	
209.	

Adjustments for items unpaid by seller

210. Property taxes	
211. City property taxes	
212. County property taxes	
213. School property taxes	
214. HOA Dues	
215. MUD Taxes	
216.	
217.	
218.	
219.	

220. Total Paid By/For Borrower	\$10,000.00
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300. Cash At Settlement From/To Borrower

301. Gross Amount due from borrower (line 120)	\$390,362.50
302. Less amounts paid by/for borrower (line 220)	\$10,000.00
303. Cash From Borrower	\$380,362.50

Section 5 of the Real Estate Settlement Procedures Act (RESPA) requires the following • HUD must develop a Special Information Booklet to help persons borrowing money to finance the purchase of residential real estate to better understand the nature and costs of real estate settlement services; • Each lender must provide the booklet to all applicants from whom it receives or for whom it prepares a written application to borrow money to finance the purchase of residential real estate; • Lenders must prepare and distribute with the Booklet a Good Faith Estimate of the settlement costs that the borrower is likely to incur in connection with the settlement. These disclosures are mandatory.

K. Summary of Seller's Transaction

400. Gross Amount Due to Seller

401. Contract Sales Price	\$390,000.00
402. Personal Property	
403.	
404.	
405.	

Adjustments for items paid by seller in advance

406. Property taxes	
407. City property taxes	
408. County property taxes	
409. School property taxes	
410. HOA Dues	
411. MUD Taxes	
412.	
413.	
414.	
415.	
416.	

420. Gross Amount Due to Seller	\$390,000.00
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500. Reductions in Amount Due to Seller

501. Excess Deposit	
502. Settlement Charges to Seller (line 1400)	\$2,956.80
503. Existing Loan(s) Taken Subject to	
504. Payoff to	
505. Payoff to	
506.	
507. Option Fee	\$10,000.00
508.	
509.	

Adjustments for items unpaid by seller

510. Property taxes	
511. City property taxes	
512. County property taxes	
513. School property taxes	
514. HOA Dues	
515. MUD Taxes	
516.	
517.	
518.	
519.	

520. Total Reduction Amount Due Seller	\$12,956.80
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600. Cash At Settlement To/From Seller

601. Gross Amount due to seller (line 420)	\$390,000.00
602. Less reductions in amt. due seller (line 520)	\$12,956.80
603. Cash To Seller	\$377,043.20

Section 4(a) of RESPA mandates that HUD develop and prescribe this standard form to be used at the time of loan settlement to provide full disclosure of all charges imposed upon the borrower and seller. These are third party disclosures that are designed to provide the borrower with pertinent information during the settlement process in order to be a better shopper. The Public Reporting Burden for this collection of information is estimated to average one hour per response, including the time for reviewing instructions searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. This agency may not collect this information, and you are not required to complete this form, unless it displays a currently valid OMB control number. The information requested does not lend itself to confidentiality.

L. Settlement Charges				Paid From Borrower's Funds at Settlement	Paid From Seller's Funds at Settlement
700. Total Sales/Broker's Commission based on price	\$0.00	@ % = \$0.00			
Division of Commission (line 700) as follows:					
701.	to				
702.	to				
703. Commission Paid at Settlement			\$0.00	\$0.00	
704. The following persons, firms or	to				
705. corporations received a portion	to				
706. of the real estate commission amount	to				
707 shown above:	to				
800. Items Payable in Connection with Loan					
801. Loan Origination Fee %	to				
802. Loan Discount %	to				
803. Appraisal Fee	to				
804. Credit Report	to				
805. Lender's Inspection Fee	to				
806. Mortgage Insurance Application	to				
807. Underwriting Fee	to				
808. Flood Cert Fee	to				
809. Processing Fee	to				
810. Tax Services	to				
900. Items Required by Lender To Be Paid in Advance					
901. Interest from 10/27/2017 to 11/1/2017 @ \$0/day					
902. Mortgage Insurance Premium for months	to				
903. Hazard Insurance Premium for years	to				
904. 2nd Lien Interest	to				
1000. Reserves Deposited With Lender					
1001. Hazard insurance	months @	per month			
1002. Mortgage insurance	months @	per month			
1003. Property taxes	months @	per month			
1004. City property taxes	months @	per month			
1005. County property taxes	months @	per month			
1006. School property taxes	months @	per month			
1007. MUD Taxes	months @	per month			
1008. HOA Dues	months @	per month			
1011. Aggregate Adjustment					
1100. Title Charges					
1101. Settlement or closing fee	to				
1102. Abstract or title search	to				
1103. Title examination	to				
1104. Title insurance binder	to				
1105. Document preparation - Deed	to Doyle Law Firm				\$100.00
1106. Notary fees	to				
1107. Attorney's fees	to				
(includes above items numbers:)			
1108. Title insurance	to Independence Title Co.				\$2,482.00
(includes above items numbers:)			
1109. Lender's coverage	\$0.00/\$0.00				
1110. Owner's coverage	\$390,000.00/\$2,482.00				
1111. Escrow fee	to Independence Title Co.		\$300.00	\$300.00	
1112. State of Texas Policy Guaranty Fee	to Texas Title Insurance Guaranty Association		\$0.00	\$3.00	
1113. Courier/Overnight Fees	to Independence Title Co.		\$25.00	\$25.00	
1114. e-Recording	to Independence Title Co.		\$3.50	\$3.50	
1200. Government Recording and Transfer Charges					
1201. Recording Fees Deed \$34.00 ; Mortgage ; Rel	to Independence Title Co.		\$34.00		
1202. City/county tax/stamps Deed , Mortgage	to				
1203. State tax/stamps Deed ; Mortgage	to				
1204.	to				
1300. Additional Settlement Charges					
1301. Survey	to				
1302. Pest Inspection	to				
1303. HOA Transfer Fee	to				
1304. Home Warranty	to				
1305. Property Taxes	to				
1306. Tax Certificate	to Texas Real Tax Services, Ltd.				\$43.30
1307. MUD Certificate	to Texas Real Tax, Inc.				
1400. Total Settlement Charges (enter on lines 103, Section J and 502, Section K)			\$362.50	\$2,956.80	

I have carefully reviewed the HUD-1 Settlement Statement and to the best of my knowledge and belief, it is a true and accurate statement of all receipts and disbursements made on my account or by me in this transaction. I further certify that I have received a completed copy of pages 1, 2 and 3 of this HUD-1 Settlement Statement.

City Of Mountain City, Texas

See attached
By Philip Taylor

John Anderson and Billie N. Anderson Living Trust

Sharon Elaine Wright
By Sharon Elaine Wright

SETTLEMENT AGENT CERTIFICATION

The HUD-1 Settlement Statement which I have prepared is a true and accurate account of this transaction. I have caused the funds to be disbursed in accordance with this statement.

[Signature] 10-31-17
Settlement Agent Date

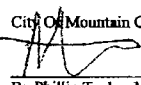
Warning: It is a crime to knowingly make false statements to the United States on this or any other similar form. Penalties upon conviction can include a fine and imprisonment. For details see: Title 18 U.S. Code Section 1001 and Section 1010.

Carol Ann Joersz
By Carol Ann Joersz

John Alan Anderson
By John Alan Anderson

City of Mountain City, Texas

John Anderson and Billie N. Anderson Living Trust


By Phillip Taylor, Mayor of the City of Mountain City

See attached
By

SETTLEMENT AGENT CERTIFICATION

The HUD-1 Settlement Statement which I have prepared is a true and accurate account of this transaction. I have caused the funds to be disbursed in accordance with this statement.


Settlement Agent

10/27/17
Date

Warning: It is a crime to knowingly make false statements to the United States on this or any other similar form. Penalties upon conviction can include a fine and imprisonment. For details see: Title 18 U.S. Code Section 1001 and Section 1010.

Previous Editions are Obsolete

Page 3

form HUD-1 (3/86)
Handbook 4305.2

AFFILIATED BUSINESS ARRANGEMENT DISCLOSURE STATEMENT

From: Independence Title

GF Number: 1738767-BUD

Property: , Mountain City TX

Date: October 27, 2017

Thank you for contacting Texas American Title Company d/b/a Independence Title (hereinafter "Agent"). This is to give you notice that Agent has a business relationship with Title Resources Guaranty Company, which is a title insurance underwriting company. The owner of Agent is also the owner of Title Resources Guaranty Company. Because of this relationship, this referral of business to the companies below may provide Agent a financial or other benefit.

Set forth below is the estimated charge or range of charges for the services listed. You are NOT required to use the companies below in connection with the provision of services. THERE ARE FREQUENTLY OTHER COMPANIES AVAILABLE WITH SIMILAR SERVICES. YOU ARE FREE TO SHOP AROUND TO DETERMINE THAT YOU ARE RECEIVING THE BEST SERVICES AND THE BEST RATE FOR THESE SERVICES.

COMPANIES	DESCRIPTION OF CHARGES	ESTIMATE OF RANGE OF CHARGES GENERALLY MADE BY PROVIDER
Title Resources Guaranty Company ("TRGC")	Title insurance premium	Owner's Policy (charges based on policy amount): \$100,000 \$875 \$250,000 \$1706 \$500,000 \$3091 \$1,000,000 \$5861 \$1,500,000 \$8141 Simultaneous Lenders w/Owners: \$100,000 \$975 \$250,000 \$1806 \$500,000 \$3191 \$1,000,000 \$5961 \$1,500,000 \$8241

ACKNOWLEDGEMENT OF RECEIPT OF DISCLOSURE

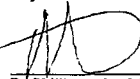
I/we have read this disclosure form and understand that Agent is referring me/us to use the above-described companies and may receive a financial or other benefit as the result of this referral.

John Anderson and Billie N. Anderson Living Trust

By see attached

Date

City Of Mountain City, Texas



By Phillip Taylor, Mayor of the City of Mountain City

10/27/17

Date

CLOSING VERIFICATION AND AGREEMENT

TITLE COMPANY: Independence Title

GF (FILE) NO: 1738767-BUD

DATE: October 27, 2017

BUYER(S): City Of Mountain City, Texas

SELLER(S): John Anderson and Billie N. Anderson Living Trust

LENDER:

PROPERTY: , Mountain City, TX 78640

By initialing one or more of the following items as may be appropriate for the transaction, each SELLER and/or BUYER acknowledges his understanding of the disclosures being made by TITLE COMPANY and affirms the representations made by them to TITLE COMPANY as indicated. Each such disclosure or representation may jointly benefit both TITLE COMPANY and its title insurance underwriter-in-interest. Singular reference to "Seller" and "Buyer" includes multiple individuals/entities identified above. Any numbered item that does not apply to this transaction may be crossed out.

Buyer's Initials

JA

1) **WAIVER OF INSPECTION.** In consideration of the issuance by TITLE COMPANY to BUYER of an Owner Policy of Title Insurance insuring good and indefeasible title to the Property subject to the Policy's terms and conditions, BUYER hereby waives any obligation on the part of TITLE COMPANY to inspect the Property. BUYER agrees to accept an Owner Policy containing the following Schedule "B" exception: "RIGHTS OF PARTIES IN POSSESSION". Within the meaning of this exception, "possession" shall include open acts or visible evidence of occupancy and any visible and apparent roadway or easement on or across all or any part of the property, but this exception does not extend to any right, claim, or interest evidenced by a document recorded in which the Property is located. BUYER agrees to be fully responsible for inspecting the Property to determine the rights of any party in possession and assumes full responsibility for obtaining possession from its present occupants, if any.

Buyer's Initials

JA

3) **RECEIPT OF COMMITMENT.** BUYER acknowledges having received and reviewed a copy of the preliminary Title Commitment issued in connection with the above-referenced transaction and understand that BUYER's Owner Policy will contain the exceptions set forth in Schedule "B" of the Commitment, together with any additional exceptions to title resulting from the documents involved in this transaction, any additional exceptions to title resulting from the final search of public records, and any additional exceptions for items shown on Schedule C of the Commitment for Title Insurance which have not been resolved prior to issuance of the Owner Policy.

Buyer's Initials

JA

4) **UNSURVEYED PROPERTY.** BUYER understands that no survey of the Property has been done in connection with this transaction and that the Owner Policy to be issued to BUYER will not provide title insurance coverage against encroachment of improvements, boundary conflicts, or other matters that would be found by a current survey. TITLE COMPANY has not attempted to determine if the Property lies in a special flood hazard area, and TITLE COMPANY has not made any representation concerning proximity of the Property in relation to any flood-plain or flood hazard area. BUYER is advised that information concerning special flood hazard areas may be available from county or municipal offices, a qualified surveyor or land-engineering company, or a private flood-plain consultant.

Seller's Initials _____
Buyer's Initials PH

6) PROPERTY TAX PRORATIONS. Property taxes for the current year have been prorated between BUYER and SELLER, who each acknowledge understanding that these prorations are based either on actual tax amounts for the present year, the sales price or on estimates of the appraised value and/or estimated tax rates of the current year. SELLER agrees that any default in prior payment of property taxes, either current or delinquent, will on demand be promptly reimbursed by SELLER to TITLE COMPANY. BUYER and SELLER each agree that, when amounts of the current year's taxes become known and payable (on or about October 1st), they will adjust any matters of re-proration and reimbursement between themselves and that TITLE COMPANY shall have no further liability or obligation with respect to these prorations. SELLER warrants and represents that there are no past due taxes owed on the Property and if such warranty and representation is untrue, the SELLER will reimburse Independence Title Company, on demand, for any sums paid by Independence Title Company to pay such taxes, and any related penalty and interest. In the event that Independence Title Company is relying upon evidence of payment of taxes from loan escrows by SELLER's present lender, SELLER agrees to reimburse Independence Title Company for any deficiency in such payment upon demand. SELLER recognizes their responsibility for all taxes prior to the date of closing the subject transactions. Should it develop at a later date, that taxes other than those collected at closing are due for prior or present years, seller agrees to make full settlement to Independence Title Company.

Over 65 exemption: SELLER and BUYER/BORROWER are aware that in the event the Property is subject to an "Over 65 exemption, SELLER may, but is not obligated to, transfer its Over 65 exemption to another property it is planning to inhabit. If SELLER elects to transfer the exemption to another property during the year of this transaction, then the proration of taxes on the subject Property shall be based on NO OVER 65 EXEMPTION for the entire year in which the closing takes place. However, if SELLER does not elect to transfer the Over 65 exemption, then the tax proration shall be based on the existing Over 65 exemption in place as of closing. Independence Title Company shall be responsible for the tax proration based on the information provided by SELLER, and both SELLER and BUYER/BORROWER hold Independence Title Company harmless for any adverse consequences arising out of or attributable to SELLER'S filing or failing to file necessary documentation to transfer the Over 65 exemption to another property. If the final tax or assessment for the year of Closing is different than that upon which the proration at Closing was made as a result of SELLER'S filing, or failure to file, a transfer, SELLER and BUYER/BORROWER agree to adjust the proration between themselves outside of Closing at such time as the actual taxes for the Property are known.

_____ Seller will transfer its existing Over 65 exemption to another property

_____ Seller will NOT transfer the Over 65 exemption to another property

Buyer's Initials PH

7) TAX RENDITION AND EXEMPTIONS. Although the Central Appraisal District (CAD) may independently determine BUYER's new ownership and billing address through deed-record research, BUYER is still obligated by law to "render" the Property for taxation, by notifying the CAD of the change in the Property's ownership and of BUYER's proper address for tax billing. BUYER is advised that current year's taxes may have been assessed on the basis of various exemptions obtained by SELLER (e.g., agriculture, open land, homestead or over-65). To the extent that BUYER may qualify to continue these exemptions, it is the responsibility of Buyer to satisfy the requirements of the CAD within the allowable time period. BUYER acknowledges understanding these obligations and the fact TITLE COMPANY assumes no responsibility for future accuracy of CAD records concerning ownership, tax-billing address, or status of exemptions.

Seller's Initials _____
Buyer's Initials PH

9) ERRORS AND OMISSIONS. In the event that any of the documents prepared in connection with the closing of the transaction contain errors which misstate or inaccurately reflect the true and correct terms, conditions and provisions of this closing, and the inaccuracy or misstatement is due to a clerical error or to a unilateral mistake on the part of the TITLE COMPANY and/or the SELLER and/or the BUYER, the undersigned agree to execute, in a timely manner, such correction documents as TITLE COMPANY may deem necessary to remedy such inaccuracy or misstatement.

Seller's Initials _____
Buyer's Initials PH

10) CLOSING DISCLAIMER. The Seller and the Buyer each acknowledge their understanding that the above-referenced transaction is not yet "closed". Any change in possession of the Property takes place at Buyer's and Seller's sole risk. This transaction has not legally "closed" until:
(a) all title requirements are completed to the satisfaction of the Title Company,
(b) all necessary documents are properly reviewed, executed and accepted by the parties to this transaction and by the Title Company;
(c) all funds are collected and delivered to and accepted by the parties to whom they are due; and
(d) all necessary documents are filed of record in the office of the appropriate public records. The Seller and Buyer also understand that neither the Title Company nor its underwriter-in-interest is under any obligation to defend possession of the Property or to insure title to the Property until such time as the above-stated requirements have been fulfilled.

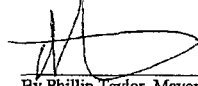
Seller's Initials _____

11) LIEN PAY-OFF AMOUNTS. The amount(s) due any lienholder was furnished to the Title Company by the lienholder(s) or Borrower and is good and only through an anticipated disbursement date. Should there be any delay in fundings or discrepancies in the dollar amount, the Title Company is hereby authorized to disburse any additional funds required by the lienholder(s) and adjust the net amount due to the Seller by a like amount. Seller is aware that the lienholder(s) has furnished a statement showing amounts due to payoff existing lien(s). In the event a lienholder makes a demand for a greater amount than shown on the payoff statement and closing statement, the Seller hereby agrees to immediately tender such amount to the lienholder(s) or to Independence Title Company and/or reimburse the Title Company for any funds advanced in order to cure any discrepancies or demand.

SELLER'S SIGNATURE(S):
John Anderson and Billie N. Anderson Living Trust

By _____

BUYER'S SIGNATURE(S):
City Of Mountain City, Texas



By Phillip Taylor, Mayor of the City of Mountain City

SELLER'S FORWARDING ADDRESS:

BUYER'S FORWARDING ADDRESS:

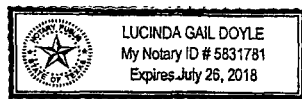
STATE OF TX
COUNTY OF Hays

This instrument was acknowledged before me on the 27th day of October, 2017 by John Anderson and Billie N. Anderson Living Trust.

NOTARY PUBLIC, STATE OF TEXAS

STATE OF TX
COUNTY OF Hays

This instrument was acknowledged before me on the 27th day of October, 2017 by Phillip Taylor.





NOTARY PUBLIC STATE OF TEXAS



Mountain City, Texas

To Whom it may concern:

The City of Mountain City has received the deposits for the following customers:

<u>Customer Name</u>	<u>Amount</u>
Tiffany Downey	\$150.00
Cindy Moffitt	\$100.00

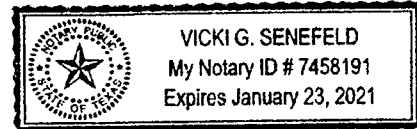
The funds were transferred from Mountain City Oaks Water System via check number 5506 to the City of Mountain City on 11-6-17.

Ralph McClendon

Ralph McClendon
Mayor Pro Tem
City of Mountain City
Mountain City, Tx 78610

ACKNOWLEDGMENT

STATE OF TEXAS §
 §
County of Hays §



This Agreement was acknowledged before me on 11-7, 2017 by Ralph McClendon, Mayor Pro Tem of the City of Mountain City.

Vicki G Senefeld
Notary Public

My Commission Expires: 1-23-21