



Control Number: 51531



Item Number: 13

Addendum StartPage: 0

PUC DOCKET NO. 51531

PETITION OF JLM 717 KAUFMAN LP, §  
TO AMEND THE CITY OF §  
CRANDALL'S WATER CERTIFICATE §  
OF CONVENIENCE AND NECESSITY §  
IN KAUFMAN COUNTY BY EXPEDITED §  
RELEASE §  
§

RECEIVED  
2021 FEB -3 AM 9:17  
BEFORE THE  
PUBLIC UTILITY COMMISSION  
OF TEXAS

**PETITIONER'S SUPPLEMENTAL FILING**

TO THE HONORABLE PUBLIC UTILITY COMMISSION OF TEXAS:

COMES NOW, JLM 717 Kaufman, LP ("Petitioner"), and hereby files with the Public Utility Commission of Texas ("Commission") Petitioner's Supplemental Filing ("Supplement") in the above-captioned matter. In support thereof, Petitioner would respectfully show as follows:

**I. BACKGROUND**

On November 17, 2020, Petitioner filed with the Commission the Petition of JLM 717 Kaufman, LP, to Amend the City of Crandall's Water Certificate of Convenience and Necessity in Kaufman County by Expedited Release ("Petition"), identifying by Warranty Deed 717 acres, of 45.8 acres of which Petitioner seeks the streamlined expedited release ("SER") from the City of Crandall's ("Crandall") certificate of convenience and necessity ("CCN") No. 11295, under Tex. Water Code ("TWC") § 13.2541 and 16 Tex. Admin. Code ("TAC") § 24.245(h).

On December 11, 2020, Crandall moved to intervene; and, on December 21, 2020, the Commission Administrative Law Judge ("ALJ") granted Crandall's intervention.

On January 4, 2021, Commission Staff entered a recommendation "that the petition be deemed administratively incomplete and not accepted for filing due to deficient maps and digital data."

13

On January 5, 2021, the ALJ entered Order No. 3, therein finding the Petition administratively incomplete and providing Petitioner until January 26, 2021, to supplement the Petition and to cure the deficiencies identified in Commission Staff's January 4, 2021, memorandum.

On January 26, 2021, Petitioner submitted an Unopposed Motion for Extension of Time, therein requesting an additional seven (7) days from January 26, 2021, in order to finalize supplemental mapping and to address a one-acre parcel located within the 717-acre tract described in the Warranty Deed that Petitioner submitted as Exhibit "A" to the Petition.

On January 27, 2021, the ALJ entered Order No. 4, therein granting the requested extension of time to February 2, 2021. Therefore, this filing is timely submitted.

## **II. SUPPLEMENTAL INFORMATION**

In Order No. 3, the ALJ ordered Petitioner to "supplement the [P]etition to cure the deficiencies described in Reginald Tuvilla's January 4, 2021 memorandum [the "Memorandum"], which was attached to Commission Staff's recommendation on the same date." In compliance with Order No. 3, Petitioner reviewed with Commission Staff the mapping issues identified in the Memorandum. Specifically, the Memorandum provides:

The boundaries of the requested area require clarification. Each tract of land that makes up the entire subject property must be clearly identified in the digital mapping data, and on the general location and detailed maps... The discrepancy between the acreage listed on the warranty deed and the submitted digital mapping data must be corrected."

Accordingly, Petitioner electronically submits the additional digital mapping data attached hereto as Exhibit A, as well as the additional detailed maps attached hereto as Exhibit B.

The Memorandum further directs Petitioner to “clarify whether the 5-acre parcel shown in Exhibit C [of the Petition] should have been excluded from the entire subject property for “Reserved Minerals.” As specified in the Warranty Deed to the 717 acres, the 5-acre parcel is only an “*easement* and right to use the surface” thereof. Therefore, the 5-acre parcel should not be and is not excluded from the “entire subject property.”

The Memorandum also directs Petitioner to “provide evidence that the 1-acre tract of land designated as belonging to Loudon Flay is owned by JLM 717 Kaufman LP, or remove the 1-acre tract of land from the mapping documentation requested[.]” As evidenced by the true and correct copies of the warranty deeds attached hereto as Exhibits C, Petitioner conveyed an undivided 1/5th interest in the 1-acre tract to Loudon Flay and four other individuals. Therefore, Petitioner requests that the 1-acre tract not be considered under the Petition.

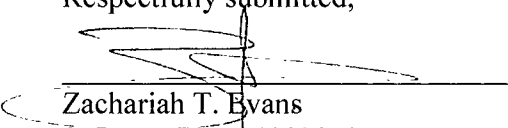
### **III. COMPENSATION AGREEMENT**

Subsequent to the filing of the Petition, Petitioner reached an agreement with Crandall as to compensation for the 45.8 acres Petitioner seeks to have removed from Crandall’s CCN. The agreed to compensation amount is \$35,000.00. A true and correct copy of the executed Compensation Agreement is attached hereto as Exhibit D.

### **IV. CONCLUSION AND PRAYER**

Petitioner respectfully requests that the Commission grant the Petition and issue an order releasing the subject 45.8 acres from the City of Crandall’s CCN No. 11295.

Respectfully submitted,



Zachariah T. Evans

State Bar No. 24082973

Derek Seal

State Bar No. 00797404

MCGINNIS LOCHRIDGE, LLP

600 Congress Ave., Ste. 2100

Austin, Texas 78701

Phone: (512) 495-6180

Fax: (512) 505-6380

[zevans@mcginnislaw.com](mailto:zevans@mcginnislaw.com)

[dseal@mcginnislaw.com](mailto:dseal@mcginnislaw.com)

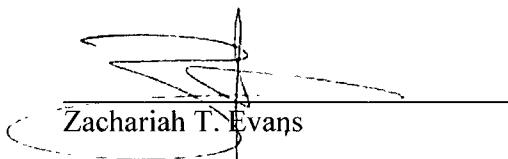
**ATTORNEYS FOR PETITIONER**

### **CERTIFICATE OF SERVICE**

I hereby certify that a true and complete copy of the above and foregoing document was served on the party indicated below as required by order or in accordance with 16 TEX. ADMIN. CODE § 22.74.

Emily Willms Rogers  
BICKERSTAFF HEATH DELGADO ACOSTA LLP  
3711 S. Mo-Pac, Building One, Suite 300 |  
Austin, Texas 78746  
512.320.5638 (f)  
[erogers@bickerstaff.com](mailto:erogers@bickerstaff.com)

M. Justin Ackley  
Public Utility Commission of Texas  
Legal Division  
1701 N. Congress Ave.  
P.O. Box 13326  
Austin, Texas 78711-3326  
[m.justin.ackley@puc.texas.gov](mailto:m.justin.ackley@puc.texas.gov)



Zachariah T. Evans

## **EXHIBIT A**

### **ADDITIONAL DIGITAL MAPPING DATA**

(shape files on thumb drive to be hand-delivered to PUC)

## **EXHIBIT B**

# KAUFMAN TRACT CCN DE-CERTIFICATION

## VICINITY EXHIBIT

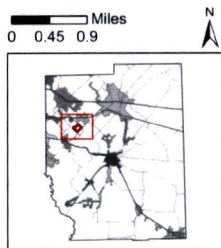
KAUFMAN COUNTY  
CITY OF CRANDALL ETJ  
CITY OF CRANDALL CCN  
TALTY WSC CCN

JANUARY 2021

### Legend

- KAUFMAN TRACT
- COUNTY LINE
- CITY OF CRANDALL
- CITY OF CRANDALL ETJ
- MAJOR ROADS
- - RAILROAD

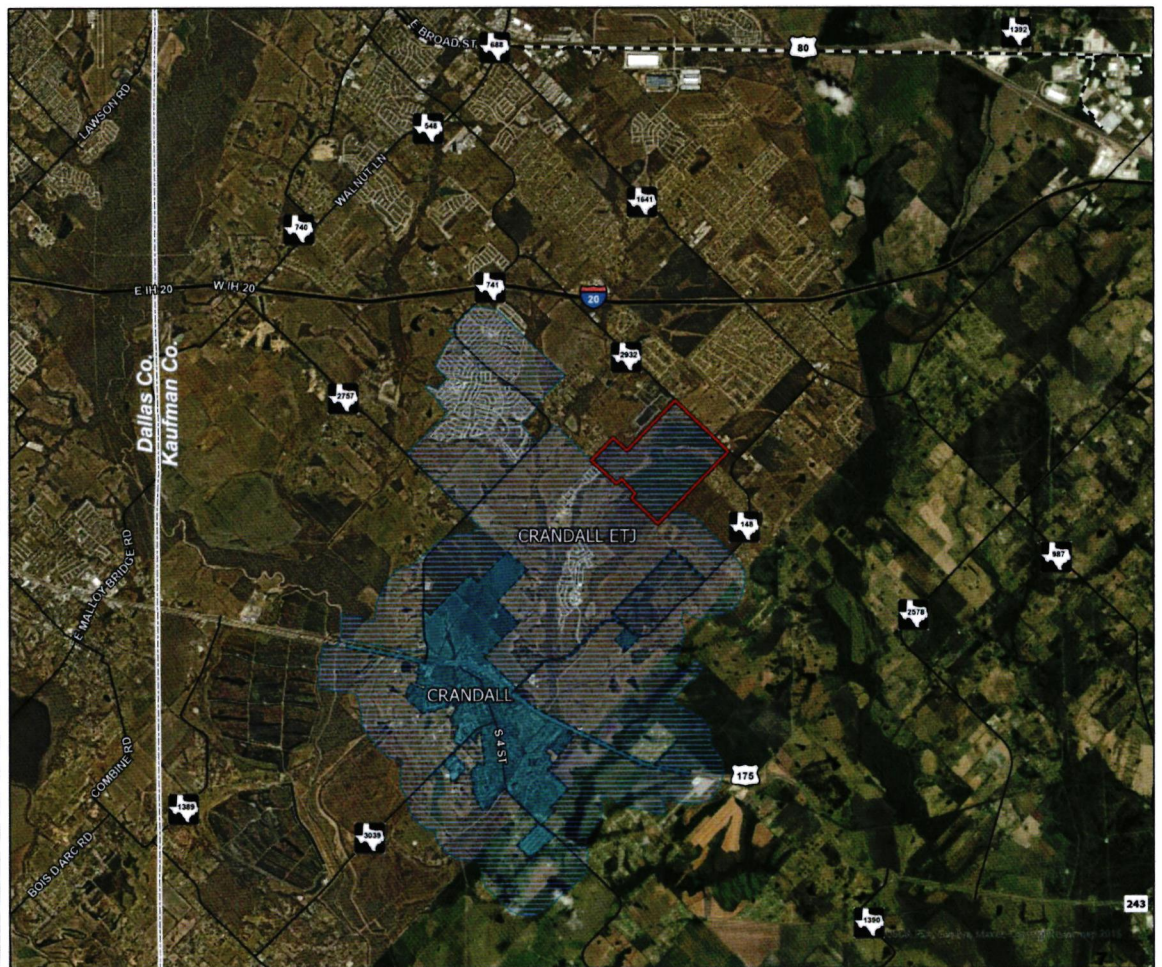
SOURCES: PARCELS - KAUFMAN COUNTY APPRAISAL DISTRICT; CITY LIMITS/ETJ - CITY OF CRANDALL NCTCOG



THIS PRODUCT IS FOR INFORMATIONAL PURPOSES AND MAY NOT HAVE BEEN PREPARED FOR OR BE SUITABLE FOR LEGAL ENGINEERING OR SURVEYING PURPOSES. IT DOES NOT REPRESENT AN ON-THE-GROUND SURVEY AND REPRESENTS ONLY THE APPROXIMATE RELATIVE LOCATION OF PROPERTY BOUNDARIES.

**LJA**  
LJA ENGINEERING

6060 North Central Expressway, Suite 640  
Dallas, Texas 75206  
Phone: 469.922.0730 TWP: F 1386  
LJA.com





# KAUFMAN TRACT CCN DE-CERTIFICATION

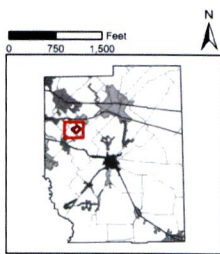
KAUFMAN COUNTY  
CITY OF CRANDALL ETJ  
CITY OF CRANDALL CCN  
TALTY WSC CCN

JANUARY 2021

## Legend

- KAUFMAN TRACT (APPRX. 716.7 AC.)
- FEMA FLOODPLAIN
- CHANNEL
- MAJOR ROADS

SOURCES: FLOODPLAIN: CHANNEL: FEMA

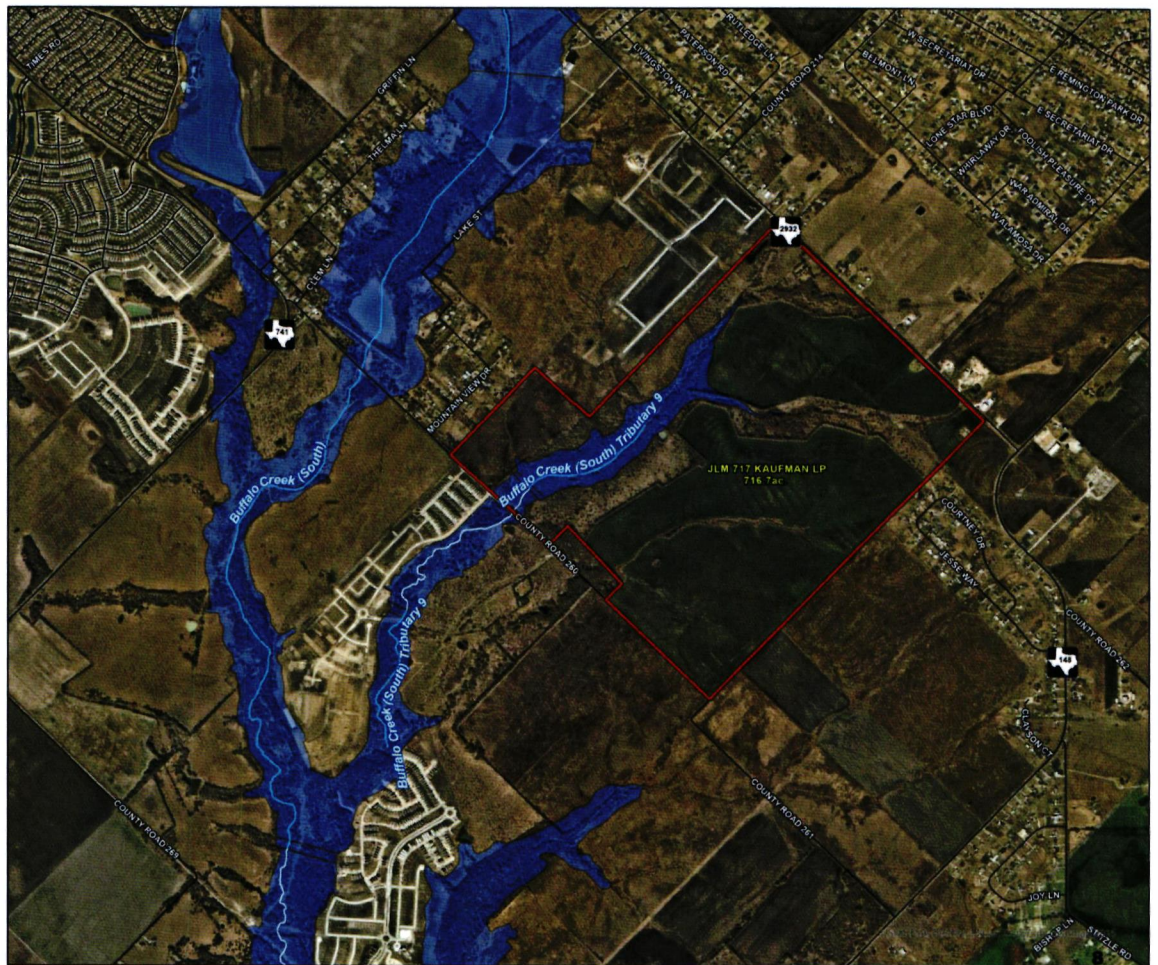


## KAUFMAN COUNTY

THIS PRODUCT IS FOR INFORMATIONAL PURPOSES AND MAY NOT HAVE BEEN PREPARED FOR OR BE SUITABLE FOR LEGAL ENGINEERING, OR SURVEYING PURPOSES. IT DOES NOT REPRESENT AN ON-THE-GROUND SURVEY AND REPRESENTS ONLY THE APPROXIMATE RELATIVE LOCATION OF PROPERTY BOUNDARIES.



6060 North Central Expressway, Suite 440  
Dallas, Texas 75204  
Phone: 469.621.0750 T88R F: 1386  
LJA.com










# KAUFMAN TRACT CCN DE-CERTIFICATION

KAUFMAN COUNTY  
CITY OF CRANDALL ETJ  
CITY OF CRANDALL CCN  
TALTY WSC CCN

JANUARY 2021

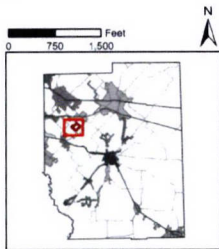
## Legend

-  KAUFMAN TRACT (APPRX. 716.7 AC.)
-  CRANDALL CCN AREA PROPOSED FOR TRANSFER (APPRX. 46.3 AC.)
-  CITY OF CRANDALL
-  CRANDALL ETJ
-  CHANNEL

SOURCES: PARCELS - KAUFMAN COUNTY APPRAISAL DISTRICT; CITY LIMITS/ETJ - CITY OF CRANDALL NCTCOG; WETLANDS - NWI; CCN - PUC

\*CCN BOUNDARIES FROM OFFICIAL DATA RELEASE ARE OF TEN SHIFTS FROM ACTUAL BOUNDARY.

CCN BOUNDARIES AND AREAS AND AREA MEASUREMENTS ARE BASED ON GIS LAYERWORK AND DATA AVAILABLE FROM THE PUC GIS DATABASE, AND IS SUBJECT TO THE LIMITATIONS OF THAT DATA.



## KAUFMAN COUNTY

THIS PRODUCT IS FOR INFORMATIONAL PURPOSES AND MAY NOT HAVE BEEN PREPARED FOR OR BE SUITABLE FOR LEGAL ENGINEERING OR SURVEYING PURPOSES. IT DOES NOT REPRESENT AN ON-THE-GROUND SURVEY AND REPRESENTS ONLY THE APPROXIMATE RELATIVE LOCATION OF PROPERTY BOUNDARIES.

**LJA ENGINEERING**  
4080 North Central Expressway, Suite 440  
Dallas, Texas 75206  
Phone: 972.333.0700 TBP: F-1386  
LJA.com



## **EXHIBIT C**

Kaufman County  
Laura Hughes  
County Clerk

Instrument Number: 2020-0025326

Billable Pages: 5  
Number of Pages: 6

FILED AND RECORDED – REAL RECORDS	CLERKS COMMENTS
<b>On:</b> 08/26/2020 at 10 16 AM	E-RECORDING
<b>Document Number:</b> <u>2020-0025326</u>	
<b>Receipt No:</b> <u>20-21442</u>	
<b>Amount:</b> \$ <u>42.00</u>	
<b>Vol/Pg:</b> <u>V.6559 P.538</u>	



STATE OF TEXAS  
COUNTY OF KAUFMAN

I hereby certify that this instrument was filed on the date and time stamped hereon by me  
and was duly recorded in the Official Public Records of Kaufman County, Texas.

*Laura A. Hughes*

Laura Hughes, County Clerk

Recorded By: Jacklyn Salazar, Deputy

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.

**Record and Return To:**

WINSTEAD PC  
2728 N HARWOOD ST  
DALLAS, TX 75201



**SPECIAL WARRANTY DEED**  
**(with Vendor's Lien)**

**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.**

**THE STATE OF TEXAS                   §**  
  §       **KNOW ALL MEN BY THESE PRESENTS:**  
**COUNTY OF KAUFMAN               §**

THAT, **JLM 717 KAUFMAN, LP**, a Texas limited partnership (hereinafter designated "Grantor"), for and in consideration of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration, cash in hand paid by **JOSHUA LANE** (hereinafter designated "Grantee"), whose address is 1101 Edgewood Drive, Richardson, Texas 75081, the receipt of which is hereby acknowledged out of Grantee's separate property and estate, HAS GRANTED, BARGAINED, SOLD and CONVEYED, and by these presents does GRANT, BARGAIN, SELL and CONVEY unto Grantee, as its sole and separate property and estate, an undivided 1/5th interest in and to that certain tract of real property located in Kaufman County, Texas, as more particularly described in Exhibit "A", which is attached hereto and incorporated herein by reference for all purposes (the "Property").

This conveyance is given and accepted subject to (1) any and all restrictions, reservations, covenants, conditions, rights of way, easements, and encumbrances, whether of record or not, if any, and all municipal or other governmental zoning laws, regulations and ordinances, if any, affecting the Property and (2) the terms of that certain letter agreement between Grantor and Grantee dated of even date herewith, including without limitation a repurchase option in favor of Grantor and covering the Property (collectively, the "Permitted Encumbrances").

In partial consideration for this conveyance, Grantee has executed and delivered a Non-Recourse Promissory Note in the original principal amount of Ten Thousand and No/100 Dollars (\$10,000.00) (the "Note") of even date herewith payable to the order of Grantor and which Note is payable at the interest rate and upon the terms therein specified. The Note is secured in part by the Vendor's Lien and Superior Title herein retained by Grantor and by the liens created by that certain Deed of Trust ("Deed of Trust") of even date herewith executed by Grantee conveying the Property in trust to Ross S. Martin, as Trustee. Grantor hereby reserves and retains the express Vendor's Lien and Superior Title to the Property until the Note and all accrued interest thereon are fully paid according to the face, tenor, effect, and reading of the Note, when this conveyance shall become absolute.

TO HAVE AND TO HOLD the Property, together with all and singular the rights and appurtenances thereto in anywise belonging, unto the Grantee, its heirs and assigns, forever, and Grantor does hereby bind itself, its legal representatives, successors and assigns to warrant and forever defend, all and singular the Property unto Grantee, its heirs and assigns against every

person whomsoever lawfully claiming or to claim the same or any part thereof by, through or under Grantor, but not otherwise, and further subject to the Permitted Encumbrances and the Vendor's Lien and Superior Title.

EXECUTED to be effective as of June 13, 2019.

**GRANTOR:**

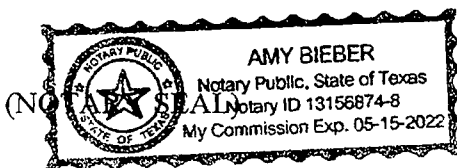
**JLM 717 KAUFMAN LP,  
a Texas limited partnership**

By: JLM 717 Kaufman GP LLC,  
a Texas limited liability company,  
General Partner

By: [Signature]  
James L. Mabrey, Manager

STATE OF TEXAS §  
COUNTY OF Kaufman §

This instrument was acknowledged before me on June 13, 2019, by James L. Mabrey, the Manager of JLM KAUFMAN, LP, a Texas limited partnership, on behalf of said partnership.



[Signature]  
Notary Public, State of Texas

When recorded, return to:

Ms. Amy Bieber  
Winstead PC  
2728 N. Harwood Street  
Suite 500  
Dallas, Texas 75201

**EXHIBIT "A"**

**KAUFMAN COUNTY FRESHWATER SUPPLY DISTRICT NO. 7 DIRECTOR'S LOT  
1.000 ACRE**

BEING A 1.000 ACRE TRACT OF LAND SITUATED IN THE JOHN MOORE SURVEY, ABSTRACT NO. 309, CITY OF CRANDALL E.T.J., KAUFMAN COUNTY, TEXAS, AND BEING PART OF A 716.699 ACRE TRACT OF LAND CONVEYED TO JML 717 KAUFMAN, LP, AS RECORDED IN COUNTY CLERK'S FILE NO. 2018-0007303, OFFICIAL PUBLIC RECORDS, KAUFMAN COUNTY, TEXAS. SAID 1.000 ACRE TRACT, WITH BEARING BASIS BEING GRID NORTH, TEXAS STATE PLANE COORDINATES, NORTH CENTRAL ZONE, NAD83 (NAD83(2011) EPOCH 2010), DETERMINED BY GPS OBSERVATIONS, CALCULATED FROM DALLAS CORS ARP (PID-DF8984) AND ELLIS CORS ARP (PID-DF8988), BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

**COMMENCING** AT A CROSS TIE FENCE POST FOUND FOR AN INTERIOR ELL CORNER OF SAID 716.699 ACRE TRACT AND THE NORTH CORNER OF AN 11 ACRE TRACT OF LAND CONVEYED AS TRACT 1 TO FITZPATRICK, LTD., AS RECORDED IN VOLUME 1166, PAGE 377, DEED RECORDS, KAUFMAN COUNTY, TEXAS, FROM WHICH A CROSS TIE FENCE POST FOUND FOR AN INTERIOR ELL CORNER OF SAID 716.699 ACRE TRACT AND THE EAST CORNER OF SAID 11 ACRE TRACT BEARS SOUTH 42 DEGREES 55 MINUTES 00 SECONDS EAST, A DISTANCE OF 1,280.30 FEET;

THENCE, OVER AND ACROSS SAID 716.699 ACRE TRACT, NORTH 72 DEGREES 19 MINUTES 42 SECONDS WEST, A DISTANCE OF 918.07 FEET TO A 5/8 INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET FOR THE **POINT OF BEGINNING** OF THE HEREIN DESCRIBED 1.000 ACRE TRACT OF LAND;

THENCE, CONTINUING OVER AND ACROSS THE SAID 716.699 ACRE TRACT, THE FOLLOWING COURSES AND DISTANCES:

NORTH 47 DEGREES 51 MINUTES 47 SECONDS WEST, A DISTANCE OF 208.71 FEET TO A 5/8 INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET;

NORTH 42 DEGREES 08 MINUTES 13 SECONDS EAST, A DISTANCE OF 208.71 FEET TO A 5/8 INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET;

SOUTH 47 DEGREES 51 MINUTES 47 SECONDS EAST, A DISTANCE OF 208.71 FEET TO A 5/8 INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET;

SOUTH 42 DEGREES 08 MINUTES 13 SECONDS WEST, A DISTANCE OF 208.71 FEET TO THE **POINT OF BEGINNING** AND CONTAINING A CALCULATED AREA OF 43,560 SQUARE FEET OR 1.000 ACRE OF LAND.

A PARCEL PLAT OF EQUAL DATE HERewith ACCOMPANIES THIS PROPERTY DESCRIPTION.



06/27/2019

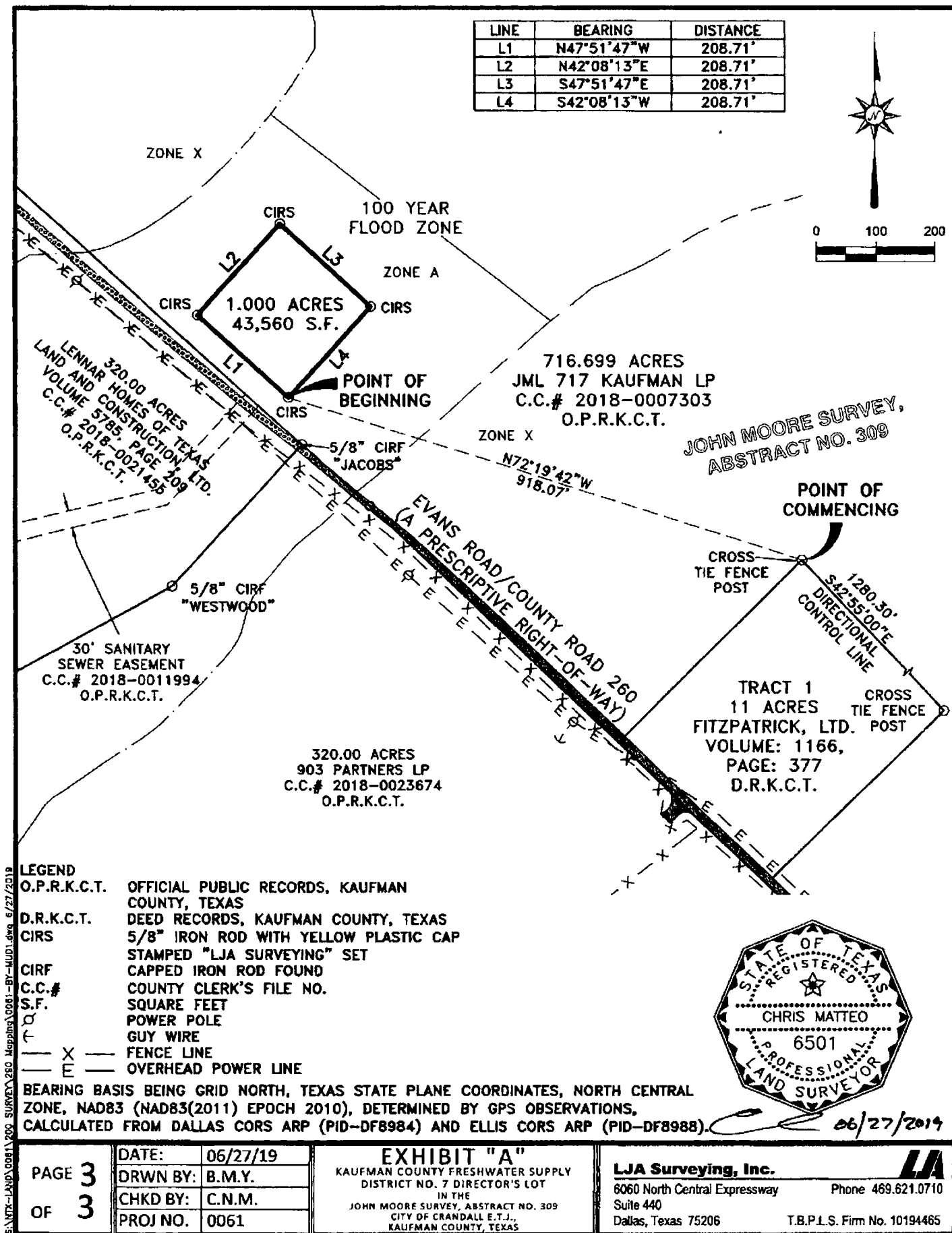
Chris Matteo, R.P.L.S.  
Registered Professional Land Surveyor  
Texas Registration No. 6501  
LJA Surveying, Inc.  
6060 North Central Expressway, Suite 440  
Dallas, Texas 75206  
469-484-0778

June 27, 2019



TBPLS Firm No. 10194465





Kaufman County  
Laura Hughes  
County Clerk

Instrument Number: 2019-0023255

Billable Pages: 6  
Number of Pages: 7

FILED AND RECORDED – REAL RECORDS	CLERKS COMMENTS
<b>On:</b> 09/20/2019 at 01:27 PM	E-RECORDING
<b>Document Number:</b> <u>2019-0023255</u>	
<b>Receipt No:</b> <u>19-21111</u>	
<b>Amount:</b> \$ <u>46.00</u>	
<b>Vol/Pg:</b> <u>V.6145 P.204</u>	



STATE OF TEXAS  
COUNTY OF KAUFMAN

I hereby certify that this instrument was filed on the date and time stamped hereon by me  
and was duly recorded in the Official Public Records of Kaufman County, Texas.

*Laura A. Hughes*

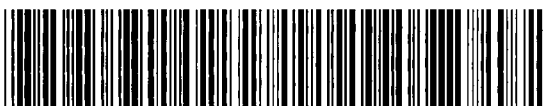
Laura Hughes, County Clerk

Recorded By: Kylie Doss, Deputy

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

**Record and Return To:**

WINSTEAD PC - AUSTIN  
401 CONGRESS AVENUE, SUITE 21  
AUSTIN, TX 78701



**SPECIAL WARRANTY DEED**  
**(with Vendor's Lien)**

**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.**

**THE STATE OF TEXAS                   §**  
  §       **KNOW ALL MEN BY THESE PRESENTS:**  
**COUNTY OF KAUFMAN               §**

THAT, **JLM 717 KAUFMAN, LP**, a Texas limited partnership (hereinafter designated "Grantor"), for and in consideration of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration, cash in hand paid by **FLAY LOUDEN** (hereinafter designated "Grantee"), whose address is 1220 Dumont Drive, Richardson, Texas 75080, the receipt of which is hereby acknowledged out of Grantee's separate property and estate, HAS GRANTED, BARGAINED, SOLD and CONVEYED, and by these presents does GRANT, BARGAIN, SELL and CONVEY unto Grantee, as its sole and separate property and estate, an undivided 1/5th interest in and to that certain tract of real property located in Kaufman County, Texas, as more particularly described in Exhibit "A", which is attached hereto and incorporated herein by reference for all purposes (the "Property").

This conveyance is given and accepted subject to (1) any and all restrictions, reservations, covenants, conditions, rights of way, easements, and encumbrances, whether of record or not, if any, and all municipal or other governmental zoning laws, regulations and ordinances, if any, affecting the Property and (2) the terms of that certain letter agreement between Grantor and Grantee dated of even date herewith, including without limitation a repurchase option in favor of Grantor and covering the Property (collectively, the "Permitted Encumbrances").

In partial consideration for this conveyance, Grantee has executed and delivered a Non-Recourse Promissory Note in the original principal amount of Ten Thousand and No/100 Dollars (\$10,000.00) (the "Note") of even date herewith payable to the order of Grantor and which Note is payable at the interest rate and upon the terms therein specified. The Note is secured in part by the Vendor's Lien and Superior Title herein retained by Grantor and by the liens created by that certain Deed of Trust ("Deed of Trust") of even date herewith executed by Grantee conveying the Property in trust to Ross S. Martin, as Trustee. Grantor hereby reserves and retains the express Vendor's Lien and Superior Title to the Property until the Note and all accrued interest thereon are fully paid according to the face, tenor, effect, and reading of the Note, when this conveyance shall become absolute.

TO HAVE AND TO HOLD the Property, together with all and singular the rights and appurtenances thereto in anywise belonging, unto the Grantee, its heirs and assigns, forever, and Grantor does hereby bind itself, its legal representatives, successors and assigns to warrant and forever defend, all and singular the Property unto Grantee, its heirs and assigns against every

person whomsoever lawfully claiming or to claim the same or any part thereof by, through or under Grantor, but not otherwise, and further subject to the Permitted Encumbrances and the Vendor's Lien and Superior Title.

EXECUTED to be effective as of June 13, 2019.

**GRANTOR:**

**JLM 717 KAUFMAN LP,  
a Texas limited partnership**

By: JLM 717 Kaufman GP LLC,  
a Texas limited liability company,  
General Partner

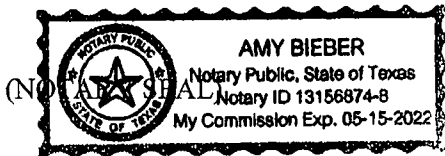
By:   
James L. Mabrey, Manager


STATE OF TEXAS

COUNTY OF KAUFMAN

§  
§  
§

This instrument was acknowledged before me on June 13, 2019, by James L. Mabrey, the Manager of JLM KAUFMAN, LP, a Texas limited partnership, on behalf of said partnership.



  
Notary Public, State of Texas

When recorded, return to:

Ms. Amy Bieber  
Winstead PC  
2728 N. Harwood Street  
Suite 500  
Dallas, Texas 75201

**EXHIBIT "A"**

**KAUFMAN COUNTY FRESHWATER SUPPLY DISTRICT NO. 7 DIRECTOR'S LOT  
1.000 ACRE**

BEING A 1.000 ACRE TRACT OF LAND SITUATED IN THE JOHN MOORE SURVEY, ABSTRACT NO. 309, CITY OF CRANDALL E.T.J., KAUFMAN COUNTY, TEXAS, AND BEING PART OF A 716.699 ACRE TRACT OF LAND CONVEYED TO JML 717 KAUFMAN, LP, AS RECORDED IN COUNTY CLERK'S FILE NO. 2018-0007303, OFFICIAL PUBLIC RECORDS, KAUFMAN COUNTY, TEXAS. SAID 1.000 ACRE TRACT, WITH BEARING BASIS BEING GRID NORTH, TEXAS STATE PLANE COORDINATES, NORTH CENTRAL ZONE, NAD83 (NAD83(2011) EPOCH 2010), DETERMINED BY GPS OBSERVATIONS, CALCULATED FROM DALLAS CORS ARP (PID-DF8984) AND ELLIS CORS ARP (PID-DF8988), BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

**COMMENCING** AT A CROSS TIE FENCE POST FOUND FOR AN INTERIOR ELL CORNER OF SAID 716.699 ACRE TRACT AND THE NORTH CORNER OF AN 11 ACRE TRACT OF LAND CONVEYED AS TRACT 1 TO FITZPATRICK, LTD., AS RECORDED IN VOLUME 1166, PAGE 377, DEED RECORDS, KAUFMAN COUNTY, TEXAS, FROM WHICH A CROSS TIE FENCE POST FOUND FOR AN INTERIOR ELL CORNER OF SAID 716.699 ACRE TRACT AND THE EAST CORNER OF SAID 11 ACRE TRACT BEARS SOUTH 42 DEGREES 55 MINUTES 00 SECONDS EAST, A DISTANCE OF 1,280.30 FEET;

THENCE, OVER AND ACROSS SAID 716.699 ACRE TRACT, NORTH 72 DEGREES 19 MINUTES 42 SECONDS WEST, A DISTANCE OF 918.07 FEET TO A 5/8 INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET FOR THE **POINT OF BEGINNING** OF THE HEREIN DESCRIBED 1.000 ACRE TRACT OF LAND;

THENCE, CONTINUING OVER AND ACROSS THE SAID 716.699 ACRE TRACT, THE FOLLOWING COURSES AND DISTANCES:

NORTH 47 DEGREES 51 MINUTES 47 SECONDS WEST, A DISTANCE OF 208.71 FEET TO A 5/8 INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET;

NORTH 42 DEGREES 08 MINUTES 13 SECONDS EAST, A DISTANCE OF 208.71 FEET TO A 5/8 INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET;

SOUTH 47 DEGREES 51 MINUTES 47 SECONDS EAST, A DISTANCE OF 208.71 FEET TO A 5/8 INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET;

SOUTH 42 DEGREES 08 MINUTES 13 SECONDS WEST, A DISTANCE OF 208.71 FEET TO THE **POINT OF BEGINNING** AND CONTAINING A CALCULATED AREA OF 43,560 SQUARE FEET OR 1.000 ACRE OF LAND.

A PARCEL PLAT OF EQUAL DATE HERewith ACCOMPANIES THIS PROPERTY DESCRIPTION.



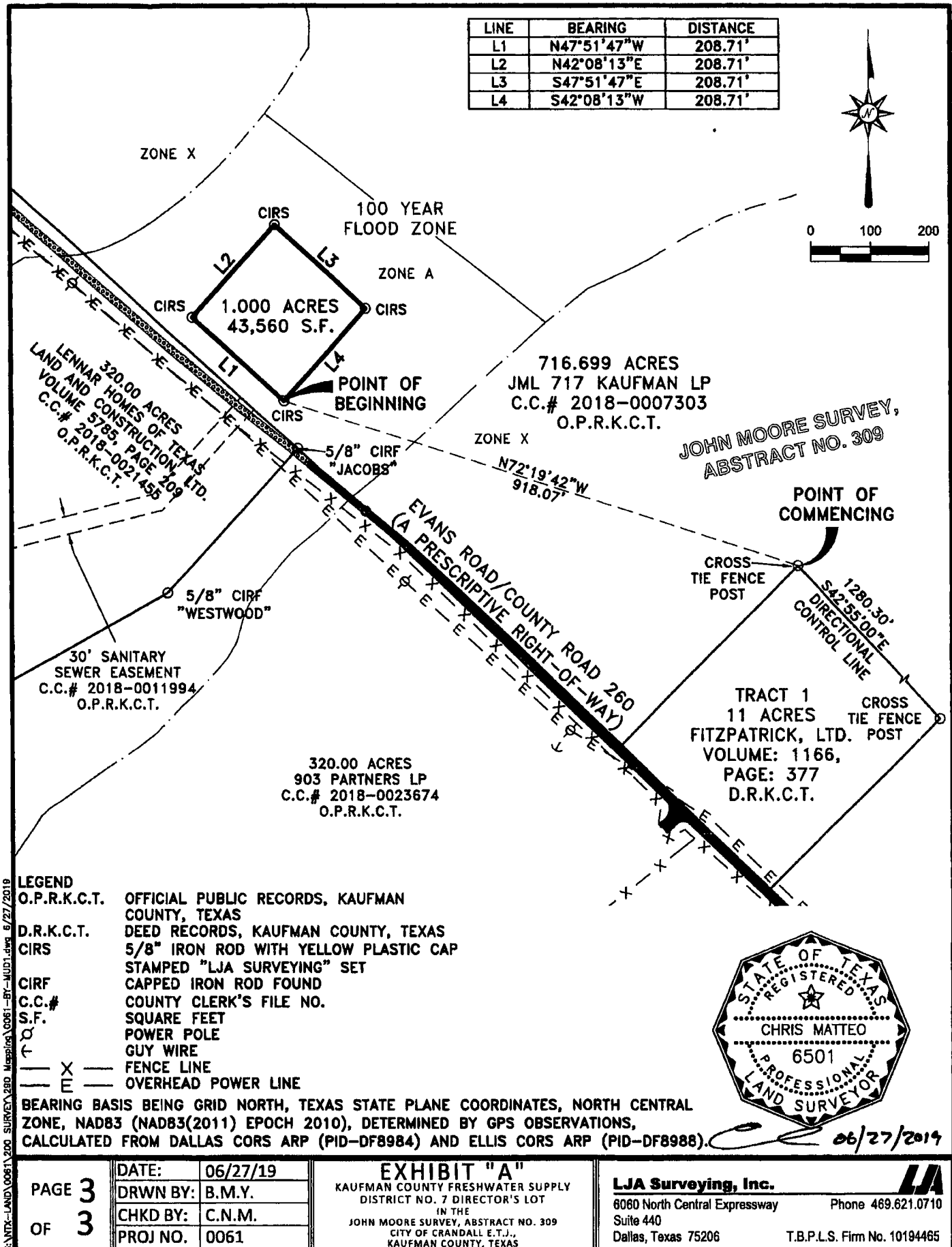
06/27/2019

Chris Matteo, R.P.L.S.  
Registered Professional Land Surveyor  
Texas Registration No. 6501  
LJA Surveying, Inc.  
6060 North Central Expressway, Suite 440  
Dallas, Texas 75206  
469-484-0778

June 27, 2019



TBPLS Firm No. 10194465







Kaufman County  
Laura Hughes  
County Clerk

Instrument Number: 2019-0023273

Billable Pages: 6  
Number of Pages: 7

FILED AND RECORDED – REAL RECORDS	CLERKS COMMENTS
<b>On:</b> 09/20/2019 at 03 11 PM	E-RECORDING
<b>Document Number:</b> <u>2019-0023273</u>	
<b>Receipt No:</b> <u>19-21129</u>	
<b>Amount:</b> \$ <u>46.00</u>	
<b>Vol/Pg:</b> <u>V.6145 P.306</u>	



STATE OF TEXAS  
COUNTY OF KAUFMAN

I hereby certify that this instrument was filed on the date and time stamped hereon by me  
and was duly recorded in the Official Public Records of Kaufman County, Texas.

*Laura A. Hughes*

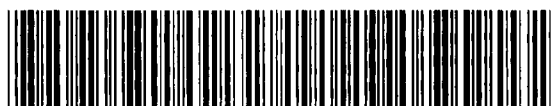
Laura Hughes, County Clerk

Recorded By: Kylie Doss, Deputy

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.

**Record and Return To:**

WINSTEAD PC - AUSTIN  
401 CONGRESS AVENUE, SUITE 21  
AUSTIN, TX 78701



**SPECIAL WARRANTY DEED**  
**(with Vendor's Lien)**

**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.**

**THE STATE OF TEXAS                   §**  
**§       KNOW ALL MEN BY THESE PRESENTS:**  
**COUNTY OF KAUFMAN               §**

THAT, **JLM 717 KAUFMAN, LP**, a Texas limited partnership (hereinafter designated "Grantor"), for and in consideration of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration, cash in hand paid by **BARBARA KING** (hereinafter designated "Grantee"), whose address is 604 Stoneybrook Drive, Wylie, Texas 75098, the receipt of which is hereby acknowledged out of Grantee's separate property and estate, HAS GRANTED, BARGAINED, SOLD and CONVEYED, and by these presents does GRANT, BARGAIN, SELL and CONVEY unto Grantee, as its sole and separate property and estate, an undivided 1/5th interest in and to that certain tract of real property located in Kaufman County, Texas, as more particularly described in Exhibit "A", which is attached hereto and incorporated herein by reference for all purposes (the "Property").

This conveyance is given and accepted subject to (1) any and all restrictions, reservations, covenants, conditions, rights of way, easements, and encumbrances, whether of record or not, if any, and all municipal or other governmental zoning laws, regulations and ordinances, if any, affecting the Property and (2) the terms of that certain letter agreement between Grantor and Grantee dated of even date herewith, including without limitation a repurchase option in favor of Grantor and covering the Property (collectively, the "Permitted Encumbrances").

In partial consideration for this conveyance, Grantee has executed and delivered a Non-Recourse Promissory Note in the original principal amount of Ten Thousand and No/100 Dollars (\$10,000.00) (the "Note") of even date herewith payable to the order of Grantor and which Note is payable at the interest rate and upon the terms therein specified. The Note is secured in part by the Vendor's Lien and Superior Title herein retained by Grantor and by the liens created by that certain Deed of Trust ("Deed of Trust") of even date herewith executed by Grantee conveying the Property in trust to Ross S. Martin, as Trustee. Grantor hereby reserves and retains the express Vendor's Lien and Superior Title to the Property until the Note and all accrued interest thereon are fully paid according to the face, tenor, effect, and reading of the Note, when this conveyance shall become absolute.

TO HAVE AND TO HOLD the Property, together with all and singular the rights and appurtenances thereto in anywise belonging, unto the Grantee, its heirs and assigns, forever, and Grantor does hereby bind itself, its legal representatives, successors and assigns to warrant and forever defend, all and singular the Property unto Grantee, its heirs and assigns against every

person whomsoever lawfully claiming or to claim the same or any part thereof by, through or under Grantor, but not otherwise, and further subject to the Permitted Encumbrances and the Vendor's Lien and Superior Title.

EXECUTED to be effective as of June 13, 2019.

**GRANTOR:**

**JLM 717 KAUFMAN LP,  
a Texas limited partnership**

By: JLM 717 Kaufman GP LLC,  
a Texas limited liability company,  
General Partner

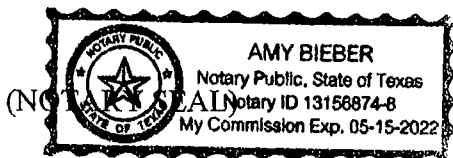
By:   
James L. Mabrey, Manager

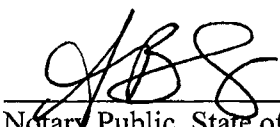
STATE OF TEXAS

COUNTY OF KAUFMAN

§  
§  
§

This instrument was acknowledged before me on June 13, 2019, by James L. Mabrey, the Manager of JLM KAUFMAN, LP, a Texas limited partnership, on behalf of said partnership.



  
Notary Public, State of Texas

When recorded, return to:

Ms. Amy Bieber  
Winstead PC  
2728 N. Harwood Street  
Suite 500  
Dallas, Texas 75201

**EXHIBIT "A"**

**KAUFMAN COUNTY FRESHWATER SUPPLY DISTRICT NO. 7 DIRECTOR'S LOT  
1.000 ACRE**

BEING A 1.000 ACRE TRACT OF LAND SITUATED IN THE JOHN MOORE SURVEY, ABSTRACT NO. 309, CITY OF CRANDALL E.T.J., KAUFMAN COUNTY, TEXAS, AND BEING PART OF A 716.699 ACRE TRACT OF LAND CONVEYED TO JML 717 KAUFMAN, LP, AS RECORDED IN COUNTY CLERK'S FILE NO. 2018-0007303, OFFICIAL PUBLIC RECORDS, KAUFMAN COUNTY, TEXAS. SAID 1.000 ACRE TRACT, WITH BEARING BASIS BEING GRID NORTH, TEXAS STATE PLANE COORDINATES, NORTH CENTRAL ZONE, NAD83 (NAD83(2011) EPOCH 2010), DETERMINED BY GPS OBSERVATIONS, CALCULATED FROM DALLAS CORS ARP (PID-DF8984) AND ELLIS CORS ARP (PID-DF8988), BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

**COMMENCING** AT A CROSS TIE FENCE POST FOUND FOR AN INTERIOR ELL CORNER OF SAID 716.699 ACRE TRACT AND THE NORTH CORNER OF AN 11 ACRE TRACT OF LAND CONVEYED AS TRACT 1 TO FITZPATRICK, LTD., AS RECORDED IN VOLUME 1166, PAGE 377, DEED RECORDS, KAUFMAN COUNTY, TEXAS, FROM WHICH A CROSS TIE FENCE POST FOUND FOR AN INTERIOR ELL CORNER OF SAID 716.699 ACRE TRACT AND THE EAST CORNER OF SAID 11 ACRE TRACT BEARS SOUTH 42 DEGREES 55 MINUTES 00 SECONDS EAST, A DISTANCE OF 1,280.30 FEET;

THENCE, OVER AND ACROSS SAID 716.699 ACRE TRACT, NORTH 72 DEGREES 19 MINUTES 42 SECONDS WEST, A DISTANCE OF 918.07 FEET TO A 5/8 INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET FOR THE **POINT OF BEGINNING** OF THE HEREIN DESCRIBED 1.000 ACRE TRACT OF LAND;

THENCE, CONTINUING OVER AND ACROSS THE SAID 716.699 ACRE TRACT, THE FOLLOWING COURSES AND DISTANCES:

NORTH 47 DEGREES 51 MINUTES 47 SECONDS WEST, A DISTANCE OF 208.71 FEET TO A 5/8 INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET;

NORTH 42 DEGREES 08 MINUTES 13 SECONDS EAST, A DISTANCE OF 208.71 FEET TO A 5/8 INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET;

SOUTH 47 DEGREES 51 MINUTES 47 SECONDS EAST, A DISTANCE OF 208.71 FEET TO A 5/8 INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET;

SOUTH 42 DEGREES 08 MINUTES 13 SECONDS WEST, A DISTANCE OF 208.71 FEET TO THE **POINT OF BEGINNING** AND CONTAINING A CALCULATED AREA OF 43,560 SQUARE FEET OR 1.000 ACRE OF LAND.

A PARCEL PLAT OF EQUAL DATE HERewith ACCOMPANIES THIS PROPERTY DESCRIPTION.



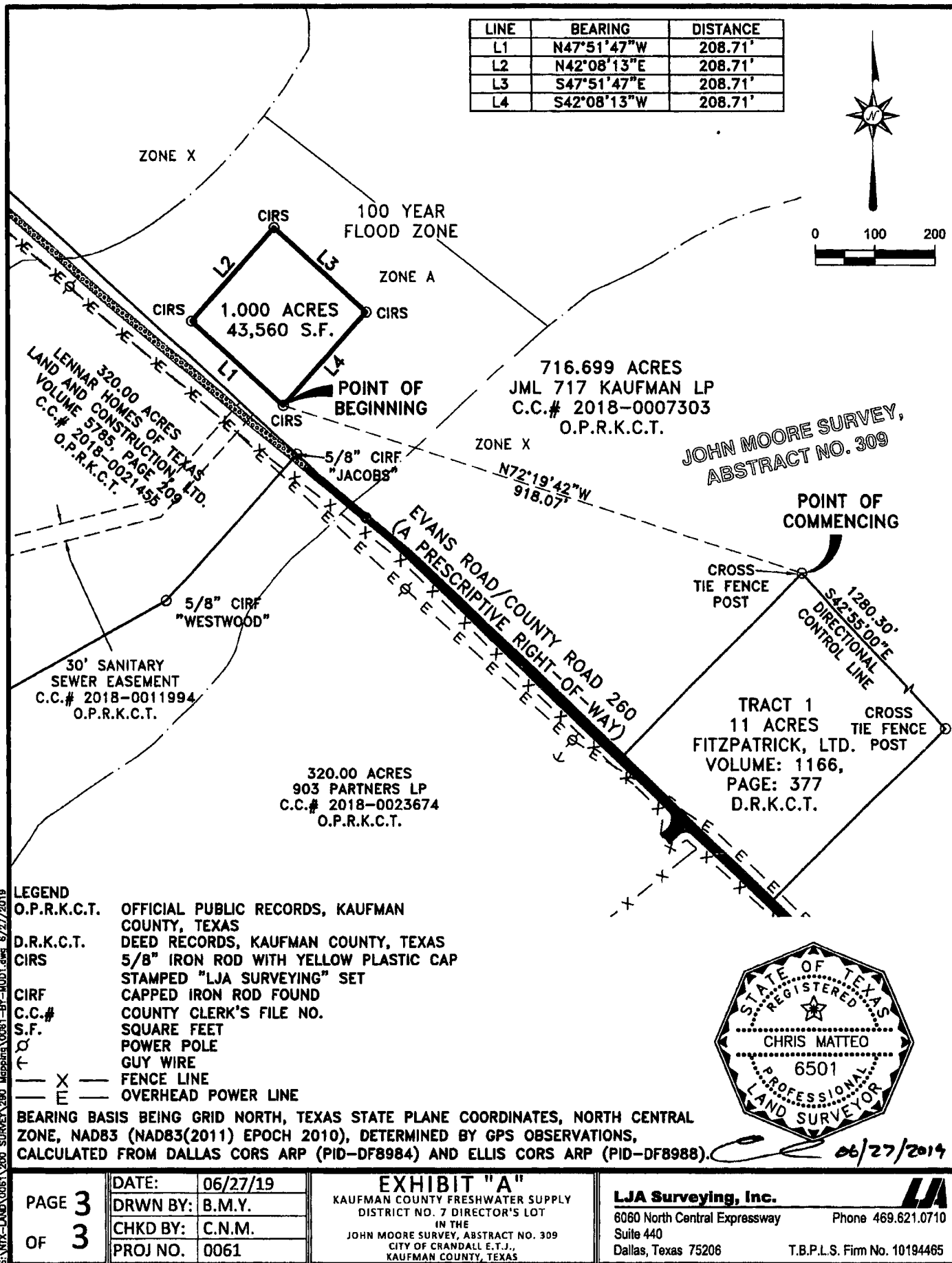
06/27/2019

Chris Matteo, R.P.L.S.  
Registered Professional Land Surveyor  
Texas Registration No. 6501  
LJA Surveying, Inc.  
6060 North Central Expressway, Suite 440  
Dallas, Texas 75206  
469-484-0778

June 27, 2019



TBPLS Firm No. 10194465





Kaufman County  
Laura Hughes  
County Clerk

Instrument Number: 2019-0023261

Billable Pages: 6  
Number of Pages: 7

FILED AND RECORDED – REAL RECORDS	CLERKS COMMENTS
<b>On:</b> 09/20/2019 at 01:52 PM	E-RECORDING
<b>Document Number:</b> <u>2019-0023261</u>	
<b>Receipt No:</b> <u>19-21116</u>	
<b>Amount:</b> \$ <u>46.00</u>	
<b>Vol/Pg:</b> <u>V.6145 P.266</u>	



STATE OF TEXAS  
COUNTY OF KAUFMAN

I hereby certify that this instrument was filed on the date and time stamped hereon by me  
and was duly recorded in the Official Public Records of Kaufman County, Texas.

*Laura A. Hughes*

Laura Hughes, County Clerk

Recorded By: Kylie Doss, Deputy

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.

**Record and Return To:**

WINSTEAD PC - AUSTIN  
401 CONGRESS AVENUE, SUITE 21  
AUSTIN, TX 78701





**SPECIAL WARRANTY DEED**  
**(with Vendor's Lien)**

**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.**

THE STATE OF TEXAS                   §  
  §       **KNOW ALL MEN BY THESE PRESENTS:**  
COUNTY OF KAUFMAN               §

THAT, **JLM 717 KAUFMAN, LP**, a Texas limited partnership (hereinafter designated "Grantor"), for and in consideration of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration, cash in hand paid by **GARRY WESP** (hereinafter designated "Grantee"), whose address is 3737 Blue Trace Lane, Dallas, Texas 75244, the receipt of which is hereby acknowledged out of Grantee's separate property and estate, HAS GRANTED, BARGAINED, SOLD and CONVEYED, and by these presents does GRANT, BARGAIN, SELL and CONVEY unto Grantee, as its sole and separate property and estate, an undivided 1/5th interest in and to that certain tract of real property located in Kaufman County, Texas, as more particularly described in Exhibit "A", which is attached hereto and incorporated herein by reference for all purposes (the "Property").

This conveyance is given and accepted subject to (1) any and all restrictions, reservations, covenants, conditions, rights of way, easements, and encumbrances, whether of record or not, if any, and all municipal or other governmental zoning laws, regulations and ordinances, if any, affecting the Property and (2) the terms of that certain letter agreement between Grantor and Grantee dated of even date herewith, including without limitation a repurchase option in favor of Grantor and covering the Property (collectively, the "Permitted Encumbrances").

In partial consideration for this conveyance, Grantee has executed and delivered a Non-Recourse Promissory Note in the original principal amount of Ten Thousand and No/100 Dollars (\$10,000.00) (the "Note") of even date herewith payable to the order of Grantor and which Note is payable at the interest rate and upon the terms therein specified. The Note is secured in part by the Vendor's Lien and Superior Title herein retained by Grantor and by the liens created by that certain Deed of Trust ("Deed of Trust") of even date herewith executed by Grantee conveying the Property in trust to Ross S. Martin, as Trustee. Grantor hereby reserves and retains the express Vendor's Lien and Superior Title to the Property until the Note and all accrued interest thereon are fully paid according to the face, tenor, effect, and reading of the Note, when this conveyance shall become absolute.

TO HAVE AND TO HOLD the Property, together with all and singular the rights and appurtenances thereto in anywise belonging, unto the Grantee, its heirs and assigns, forever, and Grantor does hereby bind itself, its legal representatives, successors and assigns to warrant and forever defend, all and singular the Property unto Grantee, its heirs and assigns against every

person whomsoever lawfully claiming or to claim the same or any part thereof by, through or under Grantor, but not otherwise, and further subject to the Permitted Encumbrances and the Vendor's Lien and Superior Title.

EXECUTED to be effective as of June 13, 2019.

**GRANTOR:**

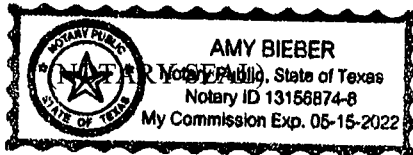
**JLM 717 KAUFMAN LP,  
a Texas limited partnership**


By: JLM 717 Kaufman GP LLC,  
a Texas limited liability company,  
General Partner

By:   
James L. Mabrey, Manager

STATE OF TEXAS           §  
   §  
COUNTY OF KAUFMAN   §

This instrument was acknowledged before me on June 13, 2019, by James L. Mabrey, the Manager of JLM KAUFMAN, LP, a Texas limited partnership, on behalf of said partnership.



  
Notary Public, State of Texas

When recorded, return to:

Ms. Amy Bieber  
Winstead PC  
2728 N. Harwood Street  
Suite 500  
Dallas, Texas 75201

**EXHIBIT "A"**

**KAUFMAN COUNTY FRESHWATER SUPPLY DISTRICT NO. 7 DIRECTOR'S LOT  
1.000 ACRE**

BEING A 1.000 ACRE TRACT OF LAND SITUATED IN THE JOHN MOORE SURVEY, ABSTRACT NO. 309, CITY OF CRANDALL E.T.J., KAUFMAN COUNTY, TEXAS, AND BEING PART OF A 716.699 ACRE TRACT OF LAND CONVEYED TO JML 717 KAUFMAN, LP, AS RECORDED IN COUNTY CLERK'S FILE NO. 2018-0007303, OFFICIAL PUBLIC RECORDS, KAUFMAN COUNTY, TEXAS. SAID 1.000 ACRE TRACT, WITH BEARING BASIS BEING GRID NORTH, TEXAS STATE PLANE COORDINATES, NORTH CENTRAL ZONE, NAD83 (NAD83(2011) EPOCH 2010), DETERMINED BY GPS OBSERVATIONS, CALCULATED FROM DALLAS CORS ARP (PID-DF8984) AND ELLIS CORS ARP (PID-DF8988), BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

**COMMENCING** AT A CROSS TIE FENCE POST FOUND FOR AN INTERIOR ELL CORNER OF SAID 716.699 ACRE TRACT AND THE NORTH CORNER OF AN 11 ACRE TRACT OF LAND CONVEYED AS TRACT 1 TO FITZPATRICK, LTD., AS RECORDED IN VOLUME 1166, PAGE 377, DEED RECORDS, KAUFMAN COUNTY, TEXAS, FROM WHICH A CROSS TIE FENCE POST FOUND FOR AN INTERIOR ELL CORNER OF SAID 716.699 ACRE TRACT AND THE EAST CORNER OF SAID 11 ACRE TRACT BEARS SOUTH 42 DEGREES 55 MINUTES 00 SECONDS EAST, A DISTANCE OF 1,280.30 FEET;

THENCE, OVER AND ACROSS SAID 716.699 ACRE TRACT, NORTH 72 DEGREES 19 MINUTES 42 SECONDS WEST, A DISTANCE OF 918.07 FEET TO A 5/8 INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET FOR THE **POINT OF BEGINNING** OF THE HEREIN DESCRIBED 1.000 ACRE TRACT OF LAND;

THENCE, CONTINUING OVER AND ACROSS THE SAID 716.699 ACRE TRACT, THE FOLLOWING COURSES AND DISTANCES:

NORTH 47 DEGREES 51 MINUTES 47 SECONDS WEST, A DISTANCE OF 208.71 FEET TO A 5/8 INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET;

NORTH 42 DEGREES 08 MINUTES 13 SECONDS EAST, A DISTANCE OF 208.71 FEET TO A 5/8 INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET;

SOUTH 47 DEGREES 51 MINUTES 47 SECONDS EAST, A DISTANCE OF 208.71 FEET TO A 5/8 INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET;

SOUTH 42 DEGREES 08 MINUTES 13 SECONDS WEST, A DISTANCE OF 208.71 FEET TO THE **POINT OF BEGINNING** AND CONTAINING A CALCULATED AREA OF 43,560 SQUARE FEET OR 1.000 ACRE OF LAND.

A PARCEL PLAT OF EQUAL DATE HERewith ACCOMPANIES THIS PROPERTY DESCRIPTION.



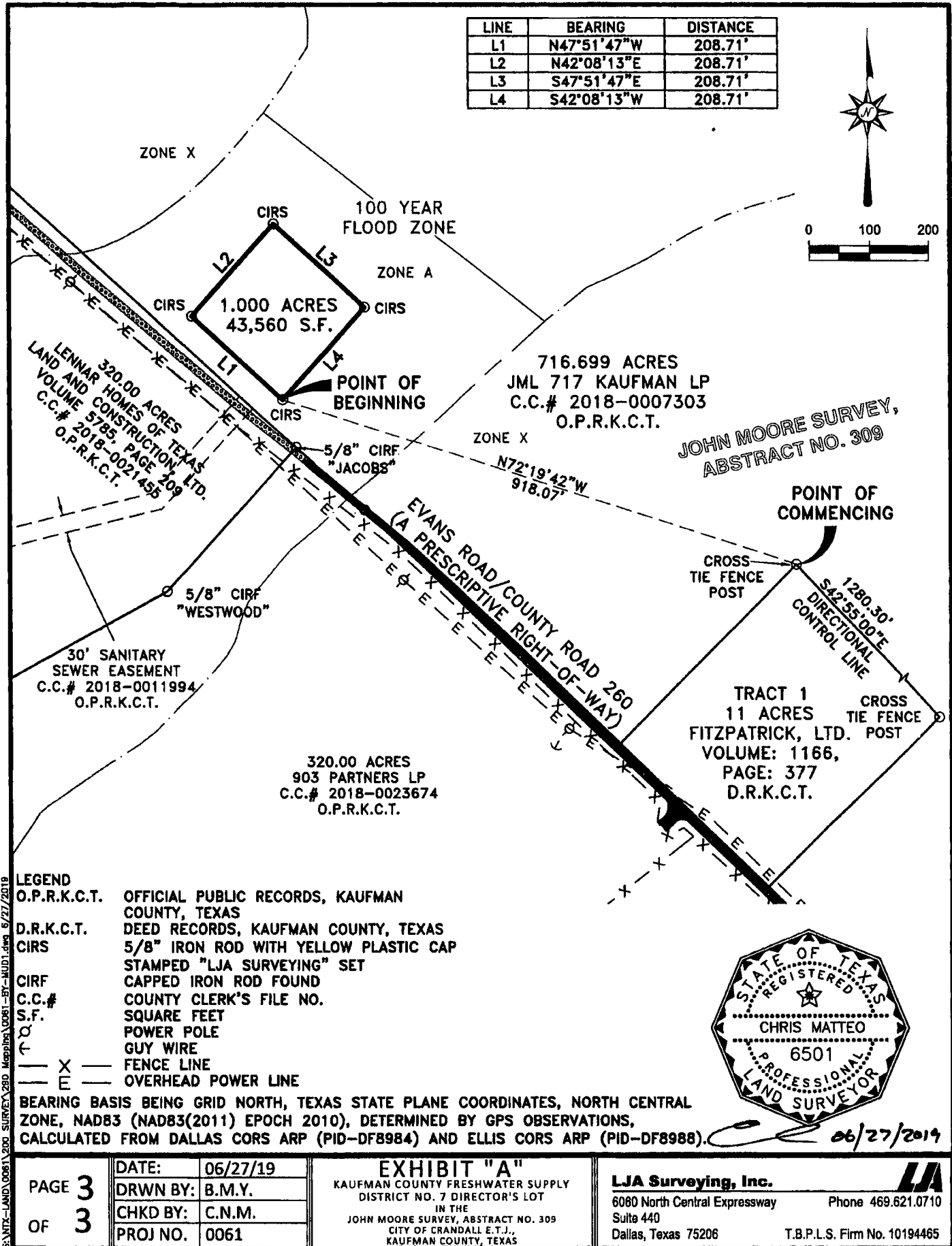
06/27/2019

Chris Matteo, R.P.L.S.  
Registered Professional Land Surveyor  
Texas Registration No. 6501  
LJA Surveying, Inc.  
6060 North Central Expressway, Suite 440  
Dallas, Texas 75206  
469-484-0778

June 27, 2019



TBPLS Firm No. 10194465





Kaufman County  
Laura Hughes  
County Clerk

Instrument Number: 2019-0023260

Billable Pages: 6  
Number of Pages: 7

FILED AND RECORDED – REAL RECORDS	CLERKS COMMENTS
<b>On:</b> 09/20/2019 at 01:47 PM	E-RECORDING
<b>Document Number:</b> <u>2019-0023260</u>	
<b>Receipt No:</b> <u>19-21115</u>	
<b>Amount:</b> \$ <u>46.00</u>	
<b>Vol/Pg:</b> <u>V.6145 P.259</u>	



STATE OF TEXAS  
COUNTY OF KAUFMAN

I hereby certify that this instrument was filed on the date and time stamped hereon by me  
and was duly recorded in the Official Public Records of Kaufman County, Texas.

*Laura A. Hughes*

Laura Hughes, County Clerk

Recorded By: Kylie Doss, Deputy

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

**Record and Return To:**

WINSTEAD PC - AUSTIN  
401 CONGRESS AVENUE, SUITE 21  
AUSTIN, TX 78701



**SPECIAL WARRANTY DEED**  
**(with Vendor's Lien)**

**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.**

THE STATE OF TEXAS                   §  
  §       **KNOW ALL MEN BY THESE PRESENTS:**  
COUNTY OF KAUFMAN               §

THAT, **JLM 717 KAUFMAN, LP**, a Texas limited partnership (hereinafter designated "Grantor"), for and in consideration of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration, cash in hand paid by **DYANE POWELL** (hereinafter designated "Grantee"), whose address is 516 Eastridge Drive, Royse City, Texas 75189, the receipt of which is hereby acknowledged out of Grantee's separate property and estate, HAS GRANTED, BARGAINED, SOLD and CONVEYED, and by these presents does GRANT, BARGAIN, SELL and CONVEY unto Grantee, as its sole and separate property and estate, an undivided 1/5th interest in and to that certain tract of real property located in Kaufman County, Texas, as more particularly described in Exhibit "A", which is attached hereto and incorporated herein by reference for all purposes (the "Property").

This conveyance is given and accepted subject to (1) any and all restrictions, reservations, covenants, conditions, rights of way, easements, and encumbrances, whether of record or not, if any, and all municipal or other governmental zoning laws, regulations and ordinances, if any, affecting the Property and (2) the terms of that certain letter agreement between Grantor and Grantee dated of even date herewith, including without limitation a repurchase option in favor of Grantor and covering the Property (collectively, the "Permitted Encumbrances").

In partial consideration for this conveyance, Grantee has executed and delivered a Non-Recourse Promissory Note in the original principal amount of Ten Thousand and No/100 Dollars (\$10,000.00) (the "Note") of even date herewith payable to the order of Grantor and which Note is payable at the interest rate and upon the terms therein specified. The Note is secured in part by the Vendor's Lien and Superior Title herein retained by Grantor and by the liens created by that certain Deed of Trust ("Deed of Trust") of even date herewith executed by Grantee conveying the Property in trust to Ross S. Martin, as Trustee. Grantor hereby reserves and retains the express Vendor's Lien and Superior Title to the Property until the Note and all accrued interest thereon are fully paid according to the face, tenor, effect, and reading of the Note, when this conveyance shall become absolute.

TO HAVE AND TO HOLD the Property, together with all and singular the rights and appurtenances thereto in anywise belonging, unto the Grantee, its heirs and assigns, forever, and Grantor does hereby bind itself, its legal representatives, successors and assigns to warrant and forever defend, all and singular the Property unto Grantee, its heirs and assigns against every



person whomsoever lawfully claiming or to claim the same or any part thereof by, through or under Grantor, but not otherwise, and further subject to the Permitted Encumbrances and the Vendor's Lien and Superior Title.

EXECUTED to be effective as of June 13, 2019.

**GRANTOR:**

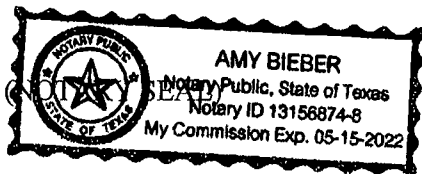
**JLM 717 KAUFMAN LP,  
a Texas limited partnership**

By: JLM 717 Kaufman GP LLC,  
a Texas limited liability company,  
General Partner

By: [Signature]  
James L. Mabrey, Manager

STATE OF TEXAS §  
COUNTY OF KAUFMAN §

This instrument was acknowledged before me on June 13, 2019, by James L. Mabrey, the Manager of JLM KAUFMAN, LP, a Texas limited partnership, on behalf of said partnership.



[Signature]  
Notary Public, State of Texas

When recorded, return to:

Ms. Amy Bieber  
Winstead PC  
2728 N. Harwood Street  
Suite 500  
Dallas, Texas 75201

**EXHIBIT "A"**

**KAUFMAN COUNTY FRESHWATER SUPPLY DISTRICT NO. 7 DIRECTOR'S LOT  
1.000 ACRE**

BEING A 1.000 ACRE TRACT OF LAND SITUATED IN THE JOHN MOORE SURVEY, ABSTRACT NO. 309, CITY OF CRANDALL E.T.J., KAUFMAN COUNTY, TEXAS, AND BEING PART OF A 716.699 ACRE TRACT OF LAND CONVEYED TO JML 717 KAUFMAN, LP, AS RECORDED IN COUNTY CLERK'S FILE NO. 2018-0007303, OFFICIAL PUBLIC RECORDS, KAUFMAN COUNTY, TEXAS. SAID 1.000 ACRE TRACT, WITH BEARING BASIS BEING GRID NORTH, TEXAS STATE PLANE COORDINATES, NORTH CENTRAL ZONE, NAD83 (NAD83(2011) EPOCH 2010), DETERMINED BY GPS OBSERVATIONS, CALCULATED FROM DALLAS CORS ARP (PID-DF8984) AND ELLIS CORS ARP (PID-DF8988), BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

**COMMENCING** AT A CROSS TIE FENCE POST FOUND FOR AN INTERIOR ELL CORNER OF SAID 716.699 ACRE TRACT AND THE NORTH CORNER OF AN 11 ACRE TRACT OF LAND CONVEYED AS TRACT 1 TO FITZPATRICK, LTD., AS RECORDED IN VOLUME 1166, PAGE 377, DEED RECORDS, KAUFMAN COUNTY, TEXAS, FROM WHICH A CROSS TIE FENCE POST FOUND FOR AN INTERIOR ELL CORNER OF SAID 716.699 ACRE TRACT AND THE EAST CORNER OF SAID 11 ACRE TRACT BEARS SOUTH 42 DEGREES 55 MINUTES 00 SECONDS EAST, A DISTANCE OF 1,280.30 FEET;

THENCE, OVER AND ACROSS SAID 716.699 ACRE TRACT, NORTH 72 DEGREES 19 MINUTES 42 SECONDS WEST, A DISTANCE OF 918.07 FEET TO A 5/8 INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET FOR THE **POINT OF BEGINNING** OF THE HEREIN DESCRIBED 1.000 ACRE TRACT OF LAND;

THENCE, CONTINUING OVER AND ACROSS THE SAID 716.699 ACRE TRACT, THE FOLLOWING COURSES AND DISTANCES:

NORTH 47 DEGREES 51 MINUTES 47 SECONDS WEST, A DISTANCE OF 208.71 FEET TO A 5/8 INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET;

NORTH 42 DEGREES 08 MINUTES 13 SECONDS EAST, A DISTANCE OF 208.71 FEET TO A 5/8 INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET;

SOUTH 47 DEGREES 51 MINUTES 47 SECONDS EAST, A DISTANCE OF 208.71 FEET TO A 5/8 INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET;

SOUTH 42 DEGREES 08 MINUTES 13 SECONDS WEST, A DISTANCE OF 208.71 FEET TO THE **POINT OF BEGINNING** AND CONTAINING A CALCULATED AREA OF 43,560 SQUARE FEET OR 1.000 ACRE OF LAND.

A PARCEL PLAT OF EQUAL DATE HERewith ACCOMPANIES THIS PROPERTY DESCRIPTION.



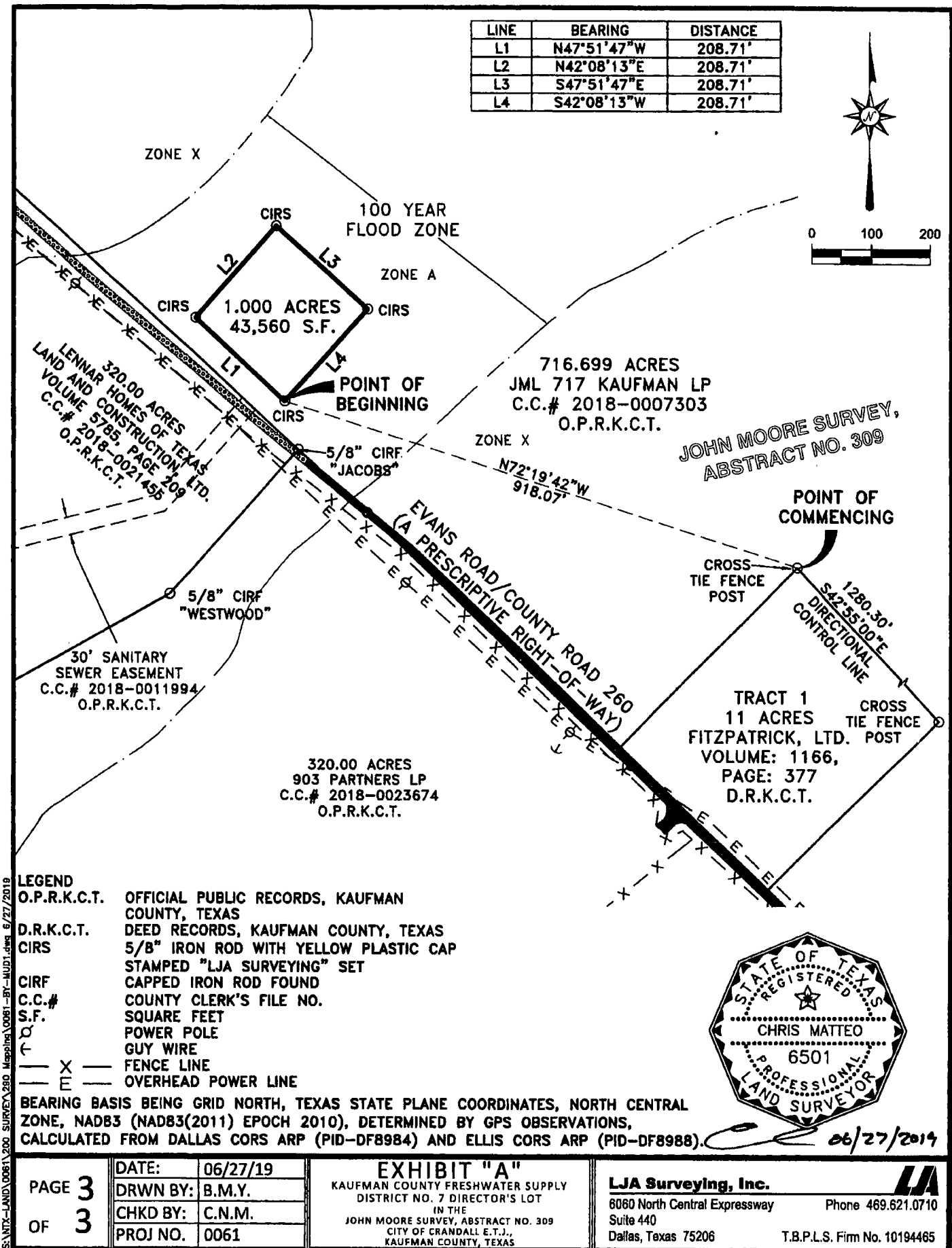
06/27/2019

Chris Matteo, R.P.L.S.  
Registered Professional Land Surveyor  
Texas Registration No. 6501  
LJA Surveying, Inc.  
6060 North Central Expressway, Suite 440  
Dallas, Texas 75206  
469-484-0778

June 27, 2019



TBPLS Firm No. 10194465





## **EXHIBIT D**

**DECERTIFICATION COMPENSATION AGREEMENT BETWEEN  
THE CITY OF CRANDALL, TEXAS AND  
JLM 717 KAUFMAN, L.P.**

THIS AGREEMENT is entered into on this 4th day of January 2021 ~~December, 2020~~, by and between the City of Crandall, Texas ("City"), and JLM 717 Kaufman, L.P. ("JLM"), hereinafter referred to collectively as the "Parties," or individually as a "Party."

**RECITALS**

WHEREAS, the City is a Type A, general-law city, organized and operating under and in accordance with the laws of the State of Texas; and

WHEREAS, JLM is a Texas limited partnership; and

WHEREAS, on November 17, 2020, JLM filed with the Public Utility Commission of Texas ("PUC") its Petition to Decertify and Amend a Portion of the City of Crandall, Texas, Water Certificate of Convenience and Necessity by Streamlined Expedited Release ["SER"] under Texas Water Code § 13.2541(b) and 16 TAC § 24.245(h) (the "Petition"), initiating a proceeding before the PUC, Docket No. 51531 (the "Proceedings"), in which it petitioned the PUC to release approximately 45.8 acres of land owned by JLM (the "Property") from water Certificate of Convenience and Necessity ("CCN") No. 11295, held by the City; and

WHEREAS, Section 13.2541, Texas Water Code, provides that the PUC may require an award of compensation by an SER petitioner to the certificate holder in the manner provided by that section; and

WHEREAS, the Parties recognize that subsection 16 TAC § 24.245(i) provides that, in an SER proceeding, "the amount of compensation, if any, will be determined after the [PUC] has granted a petition for streamlined expedited release filed under subsection." 16 TAC § 24.245(h); and

WHEREAS, the Parties have reached agreement on the amount of compensation JLM will pay the City as related to the Petition for the release of JLM's 45.8-acre tract from the City's water CCN No. 11295, which amount the Parties intend to be full satisfaction of any compensation provided by JLM to the City in the Proceedings.

NOW, THEREFORE, for and in consideration of the mutual covenants, conditions, and promises expressed herein, the City of Crandall, Texas, and JLM 717 Kaufman, L.P., agree as follows:

1. Findings of Fact. The preceding Recitals are the Parties' true and correct findings of fact. The Parties incorporate the Recitals herein for all purposes.
2. Compensation to be Paid by JLM to the City. The Parties intend for the following amount to constitute the complete and total compensation payable to the City by JLM

in the Proceedings, pursuant to Section 13.2541, Texas Water Code, and 16 TAC § 24.245(h).

In consideration of, and complete, total, and final satisfaction of any compensation the City may have otherwise been entitled to in the "Compensation Phase" of the Proceedings, JLM agrees to pay to the City Thirty-One Thousand, Three Hundred Twenty-Nine and 15/100 Dollars (~~\$31,329.13~~) (35,000) ("Settlement Amount").

3. Payment Schedule. JLM must pay the City the Compensation Amount in one lump-sum payment within 30 days following the Effective Date of this Agreement, which will be the date last signed by the Parties below.
4. Compensation in Satisfaction of City's Asserted and Unasserted Claims. The payment of the Compensation Amount by JLM to the City fully satisfies any and all claims, demands, and causes of action for liabilities of any kind the City now has or may have against JLM for damages, attorneys' fees, consultant fees, interest, costs, and expenses based on events predating the Effective Date, related to the Proceedings, and the release of JLM's 45.8-acre tract from the City's water CCN No. 11295.
5. Cooperation; City Will Not Object or Appeal. As partial consideration for the payment of the sums identified herein, the City agrees to cooperate with JLM or its assigns, or any retail public utility provider, as applicable, in filing any documents with the PUC as may be reasonably necessary to assist such entities in attempting to secure approval for water service to the Property and to otherwise effectuate and carry out the intent of this Agreement. Such cooperation may include, but will not be limited to, acknowledging compensation received for any property that may have been rendered useless or valueless for purposes of the Proceedings and Section 13.2541, Texas Water Code. Crandall agrees to respond to such request(s) by JLM or its assigns within 15 days of such a written request.

As additional consideration under this Agreement, the City agrees not to object to or otherwise appeal any order of the PUC (or a PUC administrative law judge) granting the release of the subject 45.8 acres from the City's CCN.
6. No Admissions. By entering into this Agreement, neither Party is making any admission as to any wrongdoing, liability, or factual allegation. This Agreement is not admissible as evidence in any action, except the current Proceedings and any action to interpret or enforce the terms of this Agreement.
7. No Precedent. Because this is a compromise and settlement Agreement, neither Party is obligated to take the same positions as set out in this Agreement in other proceedings, whether those proceedings present the same or a different set of circumstances. This Agreement shall not be binding or precedential upon a Party outside the Proceedings, and the Parties retain their rights to pursue relief to which they may be entitled in other proceedings.



8. Entire Agreement. This Agreement incorporates all the agreements, covenants and understandings between the Parties concerning the subject matter hereof, and all such covenants, agreements and understandings have been merged into this written Agreement. No other prior agreements or understandings, verbal or otherwise, of the Parties or their agents shall be valid or enforceable unless embodied in this Agreement.
9. No Third-Party Beneficiaries. This Agreement shall inure only to the benefit of the Parties and their successors and assigns as permitted by this Agreement. No person or entity that is not a party to this Agreement shall be considered a third-party beneficiary of this Agreement.
10. Effective Date. This Agreement is effective as of the date last signed by the Parties below.
11. Governing Law; Venue. This Agreement shall be construed in accordance with, and governed by, the laws of the State of Texas. Venue for any action arising under this Agreement shall lie exclusively in Kaufman County, Texas.
12. Amendment and Waiver. This Agreement may be amended, modified, or supplemented, and waivers or consents to departures from the provisions hereof may be given, provided that the same are in writing and signed by each of the Parties.
13. Capacity and Authority. The Parties represent and warrant that: (a) they have the legal capacity to and are duly authorized to execute and deliver this Agreement; (b) they have taken all action and obtained all consent, if any, necessary to authorize the execution and delivery of this Agreement; (c) this Agreement is a legal, valid, and binding obligation, enforceable in accordance with its terms; and (d) the execution and delivery of this Agreement does not conflict with or result in a breach of any of the terms or provisions of, or constitute a default under, any material agreement or instrument or any other provision of law, statute, or regulation to which they may be bound.
14. Opportunity to Review Agreement and Consult with Counsel; Legal Capacity. The Parties represent and certify that they (1) have received a copy of this Agreement for review and study and have had ample time to study it before signing it; (2) have read this Agreement carefully; (3) understand this Agreement's provisions; (4) have been advised by and consulted with an attorney of their choice, or have had the opportunity to do same whether or not they have done so, as to this Agreement; (5) have the legal capacity to enter into this Agreement; (6) have not been influenced to sign this Agreement by any statement or representation by anyone not contained in this Agreement; and (7) enter into this Agreement knowingly and voluntarily and of their own free will.
15. Severability. If any term, provision, covenant or restriction of this Agreement is held by a court of competent jurisdiction to be invalid, illegal, void or unenforceable, the remainder of the terms, provisions, covenants and restrictions set forth herein shall remain in full force and effect and shall in no way be affected, impaired or invalidated,

and the Parties shall use their best efforts to find and employ an alternative means to achieve the same or substantially the same result as that contemplated by such term, provision, covenant or restriction. It is hereby stipulated and declared to be the intention of the Parties that they would have executed the remaining terms, provisions, covenants and restrictions without including any such terms that hereafter may be declared invalid, illegal, void or unenforceable.

16. Binding Effect; Restriction on Assignment. This Agreement is binding upon and will inure to the benefit of the Parties and their respective legal representatives, corporate affiliates, successors, and assigns. No Party may assign its obligations under this Agreement without the written consent of the other Party, which consent may not be unreasonably withheld. However, JLM may assign its obligations to a successor entity such as a special district or another development entity if the successor or assign agrees to be bound by JLM's obligations herein.
17. Notice. Any notice required or communication permitted to be given under this Agreement will be deemed to have been served and given if (i) delivered in person to the address set forth below for the Party to whom the notice is given or (ii) placed in the United States mail by certified mail, postage prepaid and return receipt requested, addressed to the Party to whom the notice is given at the address set forth below. Notice shall be effective upon receipt.

The address for the City shall be:

Attn: City Manager  
City of Crandall  
110 S. Main Street  
P.O. Box 277  
Crandall, TX 75114

The address for JLM shall be:

Attn: James L. Mabrey  
JLM 1100 Investment Land, L.P.  
8350 N. Central Expressway, Suite 1725  
Dallas, TX 75206

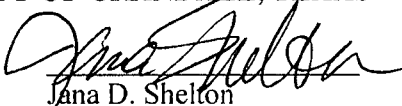
From time to time any Party may designate another address within the United States for all purposes of this Agreement by giving the other Parties not less than ten (10) calendar days advance written notice of such change of address in accordance with the provisions hereof.

18. Interpretation. The headings contained in this Agreement are for convenience of reference only and will not in any way affect the meaning or interpretation hereof. As used herein the word "including" shall be deemed to mean "including without limitation." This Agreement reflects the mutual intent of the Parties and no rule of construction against the drafting party shall apply.

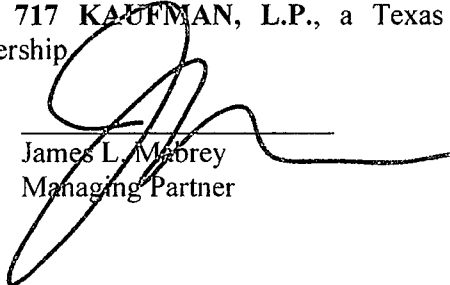
19. Counterparts. This Agreement may be executed in any number of counterparts (including by facsimile) and by the Parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

– Remainder of this page intentionally left blank –

**CITY OF CRANDALL, TEXAS**

By:   
Jana D. Shelton  
City Manager

**JLM 717 KAUFMAN, L.P., a Texas Limited Partnership**

By:   
James L. Mabrey  
Managing Partner

**FLASH DRIVE**  
**ATTACHED**

**TO VIEW PLEASE CONTACT**  
**CENTRAL RECORDS**  
**512-936-7180**