

**NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY 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.**

**DEED WITHOUT WARRANTY**  
**WILLIAMSON COUNTY, TEXAS**

**PR SOUTH, INC.**, a Texas corporation ("**Grantor**"), for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable consideration to Grantor in hand paid by **PARMER RANCH MASTER RESIDENTIAL COMMUNITY, INC.**, a Texas nonprofit corporation ("**Grantee**"), whose mailing address is 11950 Jollyville Road, Austin, Texas 78759, the receipt and sufficiency of which consideration is hereby acknowledged and confessed, has GRANTED, SOLD AND CONVEYED, and by these presents does GRANT, SELL AND CONVEY, unto Grantee, subject to all of the reservations, exceptions and other matters set forth or referred to herein, that certain real property more particularly described in Exhibit "A" attached hereto and incorporated herein, together with all improvements thereon, if any (the "**Property**").

**TO HAVE AND TO HOLD** the Property, together with all and singular the rights and appurtenances thereto in anywise belonging unto Grantee, and Grantee's successors or assigns, forever, but without warranty of title or any other warranty of any kind or nature, and without limitation on such disclaimer of warranties, Grantee, by acceptance of this Deed Without Warranty, hereby acknowledges and agrees: (i) that this conveyance is made by Grantor and accepted by Grantee subject to any restrictions and easements affecting the Property; (ii) that this conveyance is made by Grantor and accepted by Grantee subject to all liens securing the payment of taxes for the current and all subsequent years, as well as to all easements, rights-of-way, prescriptive rights, encroachments, overlapping of improvements, discrepancies, conflicts, leases, reservations, mineral severances, restrictions, covenants, conditions, regulations, riparian rights and other title exceptions or claims of any kind or nature affecting the Property; and (iii) that this conveyance is made by Grantor and accepted by Grantee subject to the easements and reservations set forth hereinbelow.

Notwithstanding anything in this instrument or elsewhere to the contrary, Grantor expressly reserves and conveys unto itself, and to **PARMER RANCH PARTNERS, L.P.**, a Texas limited partnership ("**Declarant**"), in its capacity as "**Declarant**" pursuant to the Covenant, as defined below, and its successors and assigns: (i) a non-exclusive easement and right-of-way, over, through, and across the Property and any entry facilities (the "**Easement Tract**") for the purposes of enforcing the restrictions set forth in that certain Parmer Ranch Master Covenant [Residential], recorded in Document No. 2020011051, in the Official Public Records of Williamson County, Texas, as amended from time to time (the "**Covenant**"), including without limitation, installing, constructing, operating, expanding, reconstructing, maintaining, repairing and replacing utilities, landscaping, walking trails, roads, drives, water quality improvements, monumentation and signage (including marketing signage) or any other improvements or infrastructure, and access over, across, and upon the Easement Tract. The easements reserved herein are non-exclusive, and Grantee shall have the right to convey similar easements to such other persons as Grantee may deem proper to the extent such future easements do not interfere with the easements, rights, and privileges reserved herein for the benefit of Grantor or Declarant. Neither Grantor nor Declarant will have any responsibility, liability or obligation with respect to any property of Grantee or Grantee's members, it being acknowledged and understood by Grantee that the safety and security of any property

DEED WITHOUT WARRANTY

is the sole responsibility and risk of Grantee. In the event the reservation of the Easement Tract pursuant to this instrument is ineffective or deficient to any extent or in any manner, Grantee, upon and as a condition to the delivery and acceptance of the Property from Grantor hereunder, does hereby agree to hold the Easement Tract or any portion thereof not fully reserved by Grantor pursuant to this instrument, in trust for the benefit of Grantor, Declarant, and their successors and assigns, and agrees to exert its best efforts at Grantor's or Declarant's expense, to transfer, assign and allocate the Easement Tract to Grantor to effect the intent of the reservations hereunder. From time to time and at any time, at the request of Grantor at Grantor's expense, Grantee, its successors or assigns, will execute and deliver such instruments and take such other actions as Grantor may request to more effectively reserve and exclude the Easement Tract reserved hereunder.

Grantor, Declarant, and their successors or assigns, may from time to time, and at any time, assign the easements, rights, and privileges reserved hereunder to any party: (i) unilaterally and without the consent or any further approval of any other party; (ii) exclusively or non-exclusively; and (iii) in whole or in part. In the event of any non-exclusive assignment by Grantor or Declarant, their successors or assigns, Grantor and Declarant shall continue to enjoy the easements, rights, and privileges reserved hereunder.

Grantor and Declarant acknowledge and agree that upon conveyance the Property shall constitute Common Area, as defined in the Covenant. As such, Grantee hereby assumes all maintenance and assessment duties associated with the Property.

Grantor reserves the option to re-purchase all or a portion of the Property, together with improvements thereon, if any, and including permanent or temporary easements thereon, within five (5) years from the date hereof for One Hundred and No/100 Dollars (\$100.00) (the "Re-Purchase Option"). The Re-Purchase Option shall survive any re-purchase of a portion of the Property, including permanent or temporary easements thereon.

Grantee hereby assumes the payment of all ad valorem taxes and assessments for the current calendar year and all subsequent years.

BY ACCEPTANCE OF THIS DEED, GRANTEE ACKNOWLEDGES AND AGREES THAT, EXCEPT AS OTHERWISE SPECIFICALLY STATED IN THIS CONVEYANCE, GRANTOR HEREBY SPECIFICALLY DISCLAIMS ANY WARRANTY, GUARANTY OR REPRESENTATION, ORAL OR WRITTEN, PAST, PRESENT OR FUTURE, OF, AS TO, OR CONCERNING (A) THE NATURE AND CONDITION OF THE PROPERTY OR OTHER ITEMS CONVEYED HEREUNDER, INCLUDING, WITHOUT LIMITATION, THE WATER, SOIL AND GEOLOGY, THE SUITABILITY THEREOF AND OF THE PROPERTY OR OTHER ITEMS CONVEYED HEREUNDER FOR ANY AND ALL ACTIVITIES AND USES WHICH GRANTEE MAY ELECT TO CONDUCT THEREON, THE EXISTENCE OF ANY ENVIRONMENTAL HAZARDS OR CONDITIONS THEREON (INCLUDING BUT NOT LIMITED TO THE PRESENCE OF ASBESTOS OR OTHER HAZARDOUS MATERIALS) OR COMPLIANCE WITH APPLICABLE ENVIRONMENTAL LAWS, RULES OR REGULATIONS; (B) THE NATURE AND EXTENT OF ANY RIGHT-OF-WAY, LEASE, RIGHT OF POSSESSION, LIEN, ENCUMBRANCE, LICENSE, RESERVATION, CONDITION OR OTHERWISE; AND (C) THE COMPLIANCE OF THE PROPERTY OR OTHER ITEMS CONVEYED HEREUNDER OR ITS OPERATION WITH ANY LAWS, ORDINANCES OR REGULATIONS OF ANY GOVERNMENTAL ENTITY OR BODY. GRANTEE ACKNOWLEDGES THAT IT HAS INSPECTED THE PROPERTY OR OTHER ITEMS CONVEYED HEREUNDER AND THAT IT IS RELYING SOLELY ON ITS OWN INVESTIGATION OF THE SAME

DEED WITHOUT WARRANTY

AND NOT ON ANY INFORMATION PROVIDED OR TO BE PROVIDED BY OR ON BEHALF OF GRANTOR. GRANTEE FURTHER ACKNOWLEDGES THAT ANY INFORMATION PROVIDED WITH RESPECT TO THE PROPERTY OR OTHER ITEMS CONVEYED HEREUNDER WAS OBTAINED FROM A VARIETY OF SOURCES, AND GRANTOR (1) HAS NOT MADE ANY INDEPENDENT INVESTIGATION OR VERIFICATION OF SUCH INFORMATION; AND (2) DOES NOT MAKE ANY REPRESENTATIONS AS TO THE ACCURACY OR COMPLETENESS OF SUCH INFORMATION. THIS CONVEYANCE IS MADE ON AN "AS IS", "WHERE IS" AND "WITH ALL FAULTS" BASIS, AND GRANTEE EXPRESSLY ACKNOWLEDGES THAT GRANTOR HAS MADE NO WARRANTY OR REPRESENTATION, EXPRESS OR IMPLIED, OR ARISING BY OPERATION OF LAW, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTY OF CONDITION, TITLE, HABITABILITY, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE WITH RESPECT TO THE PROPERTY, ANY OTHER ITEM CONVEYED HEREUNDER OR ANY PORTION THEREOF, ALL SUCH REPRESENTATIONS AND WARRANTIES, AS WELL AS ANY IMPLIED WARRANTIES, BEING HEREBY EXPRESSLY DISCLAIMED.

[SIGNATURE PAGES FOLLOW]

DEED WITHOUT WARRANTY

EXECUTED to be effective as of the 22 day of August, 2023.

**GRANTOR:**

**PR SOUTH, INC.,**  
a Texas corporation


By:  \_\_\_\_\_

Printed Name: Joe R. Owen

Title: President

THE STATE OF TEXAS           §  
  §  
COUNTY OF TRANS           §

This instrument was acknowledged before me on this 21 day of August, 2023, by Joe R. Owen, as President of PR SOUTH, INC., a Texas corporation, on behalf of said corporation.

  
\_\_\_\_\_

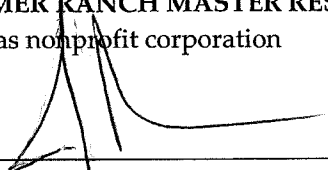
Notary Public, State of Texas

(seal)



**ACKNOWLEDGED AND AGREED:**

**PARMER RANCH MASTER RESIDENTIAL COMMUNITY, INC.,**  
a Texas nonprofit corporation

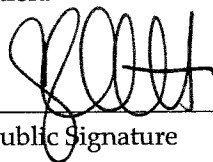
By:   
Printed Name: Joe Owen  
Title: President

THE STATE OF TEXAS        §  
COUNTY OF TRAVIS        §

This instrument was acknowledged before me this 21 day of August, 2023, by Joe Owen, as President of **PARMER RANCH MASTER RESIDENTIAL COMMUNITY, INC.**, a Texas nonprofit corporation, on behalf of said nonprofit corporation.

(SEAL)

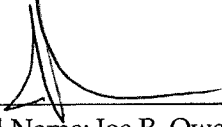


  
Notary Public Signature

**ACKNOWLEDGED AND AGREED BY DECLARANT:**

**PARMER RANCH PARTNERS, L.P.,**  
a Texas limited partnership

By: Owen Holdings, Inc., a Texas corporation,  
its General Partner

By:  \_\_\_\_\_

Printed Name: Joe R. Owen

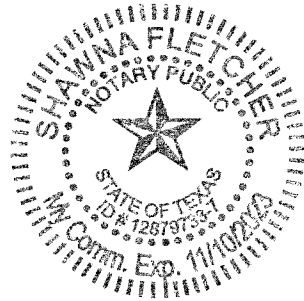
Title: President

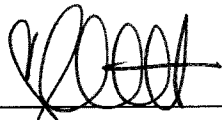
THE STATE OF TEXAS §

COUNTY OF TAMU §

This instrument was acknowledged before me this 21 day of August, 2023, by Joe R. Owen, as President of Owen Holdings, Inc., a Texas corporation, the General Partner of PARMER RANCH PARTNERS, L.P., a Texas limited partnership, on behalf of said corporation and limited partnership.

(SEAL)



  
\_\_\_\_\_  
Notary Public Signature

**AFTER RECORDING RETURN TO:**

Robert D. Burton, Esq.  
Winstead PC  
401 Congress Ave., Suite 2100  
Austin, Texas 78701

DEED WITHOUT WARRANTY

**EXHIBIT "A"**

**THE PROPERTY**

Lot 1, Block B; and Lot 12, Block C, of Parmer Ranch Phase 7, a subdivision in Williamson County, Texas according to the map or plat thereof recorded as Document No. 2023064901, Official Public Records of Williamson County, Texas.

DEED WITHOUT WARRANTY

**ELECTRONICALLY RECORDED  
OFFICIAL PUBLIC RECORDS**

**2023070795**

Pages: 8 Fee: \$50.00

08/24/2023 10:45 AM

JDISHER



*Nancy E. Rister*

Nancy E. Rister, County Clerk  
Williamson County, Texas