

GIFT DEED

Date:

Grantor: DAVID E. JORGENSEN and CHRISTABEL B. JORGENSEN, husband and wife

Grantor's Mailing Address:

1121 Burleson
San Marcos, TX 78666

Grantee: KIMBERLY NOEL JORGENSEN GALLUZZI, as her separate property and estate

Grantee's Mailing Address:

106 Rogers Ridge
San Marcos, TX 78666

Consideration: Love of, and affection for, Grantee.

Property (including any improvements):

Lot Three-A (3-A), out of the Lot 3A, 8A and 9A, Block III, H. E. BARBER'S ADDITION to the City of San Marcos, Hays County, Texas, according to the map or plat thereof recorded in Volume 10, page 82 of the Plat Records of Hays County, Texas (the "Property").

Restrictive Covenant: The Property shall be held, sold and conveyed subject to the following restriction: the property shall be used for single-family residential purposes only. This restriction is for the purpose of protecting the value and desirability of the Property and of other property in the area owned by Grantor. Consequently, it shall run with the Property and shall be binding on all parties having any right, title, or interest in the Property in whole or in part, and their heirs, successors, and assigns. These covenants, conditions, and restrictions shall be for the benefit of the Property and for the benefit of and be enforceable by Grantor, and Grantor's heirs and assigns.

Exceptions to Conveyance and Warranty: Easements, covenants, conditions and mineral reservations affecting the Property, but only to the extent that they are valid, enforceable and of record in Hays County, Texas, and taxes for 2003, which Grantee assumes and agrees to pay, and subsequent assessments for that and prior years due to change in land usage, ownership, or both, the payment of which Grantee assumes.

Right of First Refusal: The Property shall be subject to the following:

1. In the event Grantee receives from a third party an offer to purchase all or any part of Grantee's Property, Grantee shall, prior to entering into a binding contract for the sale of Grantee's Property, first offer in writing to sell to DAVID E. JORGENSEN, CHRISTABEL B. JORGENSEN, KIRSTYN JORGENSEN KIBBY and KRISTOFER JORGENSEN (the "Buyer") the Property upon the same terms and conditions as the third party offer.

2. Buyer shall have the option to agree to purchase the interest in Grantee's Property for a period of 30 days, on the same terms and conditions as the third party offer.

3. Buyer shall exercise Buyer's Right of First Refusal by giving written notice to Grantee and delivering with said notice a written offer to purchase Grantee's Property on the same terms as the third party offer. Notices shall be by certified mail, courier, or hand delivery, addressed to Grantee or Buyer at the above addresses or such other addresses as may be given in writing by either party to the other party.

4. In the event that Buyer elects to decline to exercise the Right of First Refusal, Grantee may request, at Grantee's expense, and Buyer shall provide, a written release of the Right of First Refusal, to be delivered and filed for record simultaneously with the closing of the sale by Grantee to the third party purchaser.

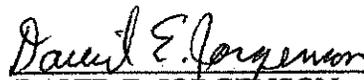
5. In the event Buyer elects not to exercise Buyer's Right of First Refusal or if the third party contract does not close, Buyer agrees that the third party offer may be reasonably modified as to closing date and other extensions of time periods or other provisions, so long as the modification does not alter the sales price by more than 5% or substantially change the material terms of the third party offer, without re-offering the property to Buyer.

6. Each time Buyer receives a third party offer to purchase all or any part of the Grantee's Property, Buyer's Right of First Refusal shall apply and the procedures set out herein shall be followed.

7. This Right of First Refusal shall run with the Property and be binding on Grantee and Buyer, their heirs and assigns for a period of 30 years, provided, however, this Right of First Refusal shall not apply to gifts or transfer by death, or between immediate family members consisting of spouses and children, but this agreement shall be binding on any such transferees.

Grantor, for the Consideration and subject to the Restrictive Covenant, the Exceptions to Conveyance and Warranty, and the Right of First Refusal, 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.



DAVID E. JORGENSON



CHRISTABEL B. JORGENSON

STATE OF TEXAS)

COUNTY OF HAYS)

This instrument was acknowledged before me on April 21, 2003, by DAVID E. JORGENSEN



Pat Naef
Notary Public, State of Texas

STATE OF TEXAS)

COUNTY OF HAYS)

This instrument was acknowledged before me on April 21, 2003, by CHRISTABEL B. JORGENSEN.



Pat Naef
Notary Public, State of Texas

FILED AND RECORDED
OFFICIAL PUBLIC RECORDS
On: Apr 21, 2003 at 03:42P

Document Number: 03011895
Amount 13.00

Lee Carlisle
County Clerk
By
Lynn Curry, Deputy
Hays County

PREPARED IN THE OFFICE OF:
FITZGERALD, MAJORS & STEVENS, L.L.P.
POST OFFICE BOX 653
SAN MARCOS, TX 78667-0653
Tel: (512) 392-1273
Fax: (512) 396-8539

PLEASE RETURN TO:
MR. & MRS. DAVID E. JORGENSEN
1121 BURLERSON
SAN MARCOS, TX 78666

Hays County
Linda C. Fritsche
County Clerk
San Marcos, Texas 78666



70 2009 90022996

Instrument Number: 2009-90022996

As

Recorded On: August 31, 2009

OPR RECORDINGS

Parties: GALLUZZI KIMBERLY NOEL

Billable Pages: 36

To

Number of Pages: 37

Comment:

(Parties listed above are for Clerks reference only)

**** Examined and Charged as Follows: ****

OPR RECORDINGS	156.00
Total Recording:	156.00

***** DO NOT REMOVE. THIS PAGE IS PART OF THE INSTRUMENT *****

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.

File Information:

Document Number: 2009-90022996

Receipt Number: 227277

Recorded Date/Time: August 31, 2009 11:08:18A

Book-Vol/Pg: BK-OPR VL-3725 PG-124

User / Station: O Martinez - Cashering #2

Record and Return To:

INDEPENDENCE TITLE

1000 N WALNUT STE. 200

NEW BRAUNFELS TX 78130

Bk 90022996 OPR 3725 Pg 158

TRUE AND
CORRECT COPY

Change of Petitioner's Name

IT IS ORDERED AND DECREED that KIMBERLY NOEL GALLUZZI's name is changed to KIMBERLY NOEL JORGENSON.

Court Costs

IT IS ORDERED AND DECREED that costs of court are to be borne by the party who incurred them.

Discharge from Discovery Retention Requirement

IT IS ORDERED AND DECREED that the parties and their respective attorneys are discharged from the requirement of keeping and storing the documents produced in this case in accordance with rule 191.4(d) of the Texas Rules of Civil Procedure.

Decree Acknowledgment

Petitioner, KIMBERLY NOEL GALLUZZI, and Respondent, GREGORY EUGENE GALLUZZI, each acknowledge that before signing this Final Decree of Divorce they have read this Final Decree of Divorce fully and completely, have had the opportunity to ask any questions regarding the same, and fully understand that the contents of this Final Decree of Divorce constitute a full and complete resolution of this case. Petitioner and Respondent acknowledge that they have voluntarily affixed their signatures to this Final Decree of Divorce, believing this agreement to be a just and right division of the marital debt and assets, and state that they have not signed by virtue of any coercion, any duress, or any agreement other than those specifically set forth in this Final Decree of Divorce.

Indemnification

Each party represents and warrants that he or she has not incurred any outstanding debt, obligation, or other liability on which the other party is or may be liable, other than those described in this decree. Each party agrees and IT IS ORDERED that if any claim, action, or proceeding is hereafter initiated seeking to hold the party not assuming a debt, an obligation, a liability, an act, or an omission of the other party liable for such debt, obligation, liability, act or omission of the other

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