

WARRANTY DEED

Date: _____, 2008

Grantor:

Board of Trustees of Wylie Independent School District

Grantor's Mailing Addresses (including county):

Wylie Independent School District
6249 Buffalo Gap Road
Abilene, TX 79606

Grantee: Faith Deliverance Community Church
5501 Highway 277 South
Abilene, TX 79606
Taylor County

Grantee's Mailing Address (including county):

Consideration:

Ten and no/100 Dollars (\$10.00) and other valuable consideration.

Property (including any improvements):

[LEGAL DESCRIPTION]

Reservations From and Exceptions to Conveyance and Warranty:

1. Mineral reservation set forth in the above mentioned deed by _____[IF ANY]
2. Grantor reserves all the remaining fifteen sixteenths (15/16ths) of oil, gas, on, in, and under and that may be produced from the property, including any existing production and leases and all benefits therefrom.
3. Restrictions and Covenants contained in Exhibit "A" hereto, which is attached hereto and made a part hereof for all purposes.
4. All presently recorded instruments, other than liens and conveyances, that affect the property; taxes for 2006, the payment of which Grantor assumes, but not subsequent assessments for that and prior years due to change in land usage, ownership, or both, the payment of which Grantees assume.

Grantors, for the consideration and subject to the reservations from and exceptions to conveyance and warranty, grant, sell, and convey to Grantee the property, together with all and singular the rights and appurtenances thereto in any wise belonging, to have and to hold it to Grantee, Grantee's heirs, executors, administrators, successors, and assigns forever. Grantors bind Grantors, and Grantors' heirs, executors, administrators, and successors to warrant and forever defend all and singular the property to Grantee and Grantee's heirs, executors, administrators, successors, and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof, except as to the reservations from and exceptions to conveyance and warranty.

Ray Templeton
President, Board of Trustees
Wylie Independent School District

(Corporate acknowledgement)

This instrument was acknowledged before me on the ____ day of _____, 2008, by _____ as President of the Board of Trustees of the Wylie Independent School District on behalf of the Board of Trustees of said district.

Notary Public, State of Texas
Notary's Name (printed)

Notary's commission expires:

[name]
Grantee

(Acknowledgement)

This instrument was acknowledged before me on the ____ day of _____, 2008, by _____.

Notary Public, State of Texas
Notary's Name (printed)

Notary's commission expires:

AFTER RECORDING RETURN TO:

Mr. Don Harrison, Supt.
Wylie ISD

PREPARED IN THE LAW OFFICE OF:

WILLIAM C. BEDNAR
1706 West 6th Street,

6249 Buffalo Gap Road
Abilene, TX 79606

Austin, Texas 78703

EXHIBIT "A"

The further covenant, consideration, and condition is that the following restrictions shall in all things be observed, followed, and complied with:

(a) The above-described realty, or any part thereof, shall not be used in the operation of, or in conjunction with, any school or other institution of learning, study, or instruction which discriminates against any person because of his race, color or national origin, regardless of whether such discrimination is to be effected by design or otherwise.

(b) The above-described realty, or any part thereof, shall nor be used in the operation of, or in conjunction with, any school or other institution of learning, study, or instruction which creates, maintains, reinforces, renews, or encourages, or which tends to create, maintain, reinforce, renew, or encourage a dual school system.

These restrictions and conditions shall be binding upon Grantee Faith Deliverance Community Church , his heirs, personal representatives, and assigns for a period of fifty (50) years from the date hereof.

The foregoing restrictions and the other covenants hereafter set out are covenants running with the land, and each and every parcel thereof, and shall be fully binding upon any person, firm, partnership, corporation, trust, church, club, governmental body, or other organization or entity whatever (whether private or governmental in nature), without limitation, hereafter acquiring any estate, title, interest, or property in said land, whether by descent, devise, purchase or otherwise; and no act or omission upon the part of the Grantor herein, its successors and assigns, shall be a waiver of the operation and enforcement of such restrictions; but neither restriction shall be construed to be a

condition subsequent or special limitation on the estate thereby conveyed.

It is further covenanted, that third party beneficiaries of the restrictions set forth above shall be as follows:

(1) As to the restriction set out in (a) above, any person prejudiced by its violation;

(2) As to the restriction set out in (b) above, any public school district or any person prejudiced by its violation; and

(3) As to either or both of the restrictions set out in (a) and (b) above, the United States of America, as plaintiff, and the American G. I. Forum, the League of Latin-American Citizens (LULAC), and the National Association for the Advancement of Colored People (NAACP), as intervenors, in U. S. v. Texas, Civil Action No. 5281, Tyler Division, U. S. District Court for the Eastern District of Texas; reported in U. S. v. Texas, 321 F.Supp. 1043 (E. D. Tex. 1970); U. S. v. Texas, 330 F. Supp. 235 (E. D. Tex. 1971; aff'd with modifications sub nom, U. S. v. State of Texas and J. W. Edgar, et al., 447 F2d 441 (5th Cir. 1971); stay den. sub nom. Edgar v. U. S., 404 U.S. 1206 (1971); cert den. 404 U.S. 1016 (1972).

It is further covenanted, that in case of a violation of either or both of the above restrictions, any of the third party beneficiaries above alluded to is authorized and empowered to prosecute proceedings at law or in equity against any person, firm, partnership, corporation, trust, church, club, governmental body or other organization or entity whatever (whether private or governmental in nature) without limitation:

(A) To enforce either or both of such restrictions; and

(B) To abate or prevent violations of either or both of such restrictions; and

(C) To recover damages for a breach of either or both of such restrictions.

It is further covenanted, that if any third party beneficiary referred to above shall prosecute proceedings at law or in equity for the aforesaid purposes, such third party beneficiary may recover reasonable attorney's fees from the violator or violators of either or both of such restrictions, if the Court finds that the proceedings were necessary to bring about compliance therewith.