



Control Number: 45879



Item Number: 1

Addendum StartPage: 0

APPLICATION OF THE CITY OF
SANGER AND BOLIVAR WATER
SUPPLY CORPORATION FOR
APPROVAL OF AN AGREEMENT
PURSUANT TO TEXAS WATER CODE
§ 13.248 AND TO AMEND
CERTIFICATES OF CONVENIENCE
AND NECESSITY IN DENTON
COUNTY

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BEFORE THE PUBLIC UTILITY

COMMISSION OF TEXAS

RECEIVED
2016 APR 22 AM 9:18
PUBLIC UTILITY COMMISSION
FILING CLERK

**APPLICATION FOR APPROVAL OF AN AGREEMENT PURSUANT TO TEXAS
WATER CODE § 13.248**

TO THE HONORABLE COMMISSIONERS:

COMES NOW, the City of Sanger, Texas, and Bolivar Water Supply Corporation and file this Application for Approval of an Agreement Pursuant to Texas Water Code § 13.248, and in support thereof would respectfully show as follows:

The City of Sanger (the "City") is a home-rule municipality which holds water Certificate of Convenience and Necessity ("CCN") No. 10196 and sewer CCN No. 20073. Bolivar Water Supply Corporation ("BWSC") is a non-profit water supply corporation and holds water CCN No. 11257. Sanger Holdings, LLC plans to develop two tracts of land located in Denton County for residential purposes – an approximately 63-acre tract of land¹ and an approximately 24.77-acre tract of land as more specifically described in Exhibits 1 – 4 hereto (the "Property"). There are currently no water or sewer customers or facilities within the Property. *See* Exhibit 1. The Property was located within the water CCN of BWSC and in the sewer CCN of the City. *See id.*

On November 16, 2015, the City and BWSC entered into an Agreement Concerning Retail Water Utility Service Areas attached hereto as Exhibit 1 (the "Agreement"). Pursuant to

¹ The approximately 63-acre tract of land referenced in the Agreement Concerning Retail Water Utility Service Areas is part of a larger deeded parcel described as an approximately 226.175-acre tract of land as reflected in Exhibit 1. In addition, the portion subject to this application was surveyed for purposes of this application and determined to be approximately 61.03-acres as reflected in Exhibit 2.

the Agreement, the City and BWSC have agreed to amend their respective water CCNs so that the Property would be located within the water CCN of the City and not within the water CCN of BWSC. This will result in the Property being located in both the water and sewer CCNs of the City and will assist in development of the Property.

In support of this Application, the parties have attached the following exhibits:

Exhibit 1		Agreement Concerning Retail Water Utility Service Areas,
	Exhibit A	Deed Records for the Property
	Exhibit B	General Location Map
Exhibit 2		Surveys of the Property
Exhibit 3		Lot Reports for the Property
Exhibit 3		CD containing .dwg drawings of the Property
Exhibit 4		Proposed Notice for Publication Proposed Notice to Neighboring Systems, Landowners, and Cities
Exhibit 5		Proposed List of Parties to Receive Mailed Notice
Exhibit 6		USDA Consent to Release of Portion of BWSC CCN

Respectfully Submitted,



Michael C. Brice
City Manager
City of Sanger, Texas

Exhibit 1

**AGREEMENT CONCERNING
RETAIL WATER UTILITY SERVICE AREAS**

This Agreement Concerning Retail Water Utility Service Areas ("Agreement") is made and entered into on the 16 day of November 2015 (the "Effective Date"), by and between Bolivar Water Supply Corporation ("BWSC"), Sanger Holdings, LLC ("Developer"), and the City of Sanger (the "City"). BWSC, Developer, and the City may be referred to herein individually as a "Party" or collectively as the "Parties."

RECITALS

WHEREAS, BWSC, a non-profit water supply corporation, is organized and operates pursuant to Chapter 67 of the Texas Water Code, holds water Certificate of Convenience and Necessity ("CCN") No. 11257, owns water facilities, transmission lines, and distribution lines in Denton County in and around the City, and provides retail water utility service to customers within its certificated service area;

WHEREAS, BWSC currently has outstanding indebtedness to USDA Rural Development under 7 USC § 1926;

WHEREAS, the City is a home-rule municipality which holds water CCN No. 10196 and sewer CCN No. 20073, owns water and sewer facilities, transmission lines, and distribution lines through its municipally owned utility, in Denton County, and provides retail water and sewer utility service to customers within its certificated service areas;

WHEREAS, the Developer plans to develop two tracts of land located in Denton County for residential purposes including an approximately 63-acre tract of land located on the west side of the City and an approximately 24.77-acre tract of land located on the east side of the City more particularly described in the deed records attached hereto as Exhibit "A" (the "Agreement Areas");

WHEREAS, the City's sewer CCN includes certain portions of BWSC's water CCN area, including the Agreement Areas, and the City has recently annexed, or will annex, the Agreement Areas;

WHEREAS, the City desires to be the provider of retail water service to the Agreement Areas under the terms set forth in this Agreement; and

WHEREAS, the City and BWSC wish to enter into a binding agreement governing the specific retail water utility service areas described herein, and as allowed by Texas Water Code Sections 13.248 and 13.255.

AGREEMENT

THEREFORE, in consideration of the mutual promises expressed herein and other good and valuable consideration, the sufficiency of which is acknowledged by the Parties, the Parties hereby agree as follows:

1. Agreement Area and Compensation

1.1 Incorporation of Recitals and Definitions. The terms of this Agreement include and incorporate the Recitals and Definitions set forth above.

1.2 Retail Water Service to Agreement Areas. The Parties agree that the purpose of this Agreement is for the City to be the retail water provider to the Agreement Areas, and that such service may begin, to the extent allowed by law, after receipt of PUC and USDA approval. The Parties agree that the map attached hereto as Exhibit "B" accurately depicts the Agreement Areas (identified therein as the tracts of 25 Acres and 63 Acres) which will be decertified from the water CCN of BWSC and incorporated into the water CCN of the City. **Exhibit B** shall conform with all PUC rules and protocols concerning the mapping and identification of certificated service areas.

1.3 Compensation to BWSC. To compensate BWSC for the loss of revenue and service rights in the Agreement Areas, the Parties agree that \$17,600 is just, adequate, and reasonable compensation to BWSC.

1.4 Payment. Within ten (10) business days after approval of the PUC of the Application described in Paragraph 2.2, the City shall pay to BWSC, by certified check, the full amount set forth in Paragraph 1.3. Developer shall provide these funds to the City prior to the date due to BWSC.

2. Modifications to CCNs

2.1 BWSC's Water CCN and City's Water CCN. Following the Effective Date, BWSC agrees to cooperate with the City in transferring the Agreement Areas out of BWSC's water CCN No. 11257 and incorporating the Agreement Areas into the City's water CCN No. 10196.

2.2 Application to the PUC. The Parties agree to cooperate in obtaining approval from the Public Utility Commission of Texas of this Agreement under Texas Water Code Sections 13.248 or 13.255 or in taking any other steps necessary to accomplish the purposes of this Agreement. BWSC and the City shall endeavor to obtain PUC approval in an expeditious manner, and will support and cooperate with each other and the PUC to accomplish this goal, including making any revisions to the map in Exhibit "B", which may be required by the PUC. All costs associated with preparing and filing the application to the PUC and the pursuit of regulatory approvals shall be borne initially by the City and to be reimbursed to the City by the Developer within ten (10) days of approval by the PUC.

2.3 Application to USDA. BWSC shall file application with the USDA for the release of the USDA's lien on that portion of BWSC's certificate of convenience and necessity. The USDA lien release application shall incorporate **Exhibit B** to identify the portion of the service area lien to be released.

2.4 Customers in Agreement Areas. The Parties agree there are no current customers of BWSC within the Agreement Areas. No customer will be located in the Agreement Areas until both PUC and USDA approvals have been received.

2.5 Facilities and Waterlines. No facilities, water lines, equipment, or other property or property rights of BWSC are transferred to the City by this Agreement, except for the portion of the retail water CCN as set forth herein.

2.6 No Impairment of Other Customers. Nothing in this Agreement shall affect BWSC's right to provide water to any customers located outside of the Agreement Areas.

3. **Miscellaneous**

3.1 This Agreement may not be assigned by any Party without the written consent of the other parties.

3.2 This Agreement contains the entire agreement of the Parties with respect to the matters contained herein and may not be modified or terminated except upon the provisions hereof or by the mutual written agreement of the Parties hereto.

3.3 This Agreement shall be construed in accordance with the laws of the State of Texas and shall be performable in Denton County, Texas.

3.4 This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective permitted and approved successors and assigns.

3.5 The individuals executing this Agreement on behalf of the respective Parties below represent to each other and to others that all appropriate and necessary action has been taken to authorize the individual who is executing this Agreement to do so for and on behalf of the Party for which his or her signature appears, that there are no other individuals or entities required to execute this Agreement in order for the same to be an authorized and binding agreement on the Party for whom the individual is signing this Agreement, and that each individual affixing his or her signature hereto is authorized to do so, and such authorization is valid and effective on the date hereof.

3.6 This Agreement is executed by the Parties hereto without coercion or duress and for substantial consideration, the sufficiency of which is forever confessed. Each signatory represents that this Agreement has been read by the Party for which this Agreement is executed, and that such Party has had an opportunity to confer with its counsel.

3.7 Any notice provided for under the terms of this Agreement by any Party to any other Party shall be in writing and may be effected by registered or certified mail, return receipt requested, addressed and delivered to the following:

to the City: Mike Brice
 City Manager, City of Sanger
 502 Elm Street
 Sanger, Texas 76266

to BWSC: Kevin Kemplin, President
Bolivar Water Supply Corporation
4151 FM 455 W.
Sanger, Texas 76266

to Developer: Ed McBirney
Sanger Holdings, LLC
3015 Country Square Dr. #1045
Carrollton, Texas 75006

Each Party may change the address to which notice may be sent by giving notice of such change to the other Parties in accordance with the provisions of this Agreement.

3.8 This Agreement may be executed in a number of identical counterparts, each of which shall be deemed an original for all purposes.

3.9 In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

3.10 This Agreement shall be deemed drafted equally by all Parties hereto. The language of all parts of this Agreement shall be construed as a whole according to its fair meaning, and any presumption or principle that the language herein is to be construed against any Party shall not apply. Headings in this Agreement are for the convenience of the Parties and are not intended to be used in construing this document.

IN WITNESS WHEREOF, the Parties have executed this Agreement and caused this Agreement to be effective on the date first written above as reflected by the signatures below.

[Signature Pages Follow]

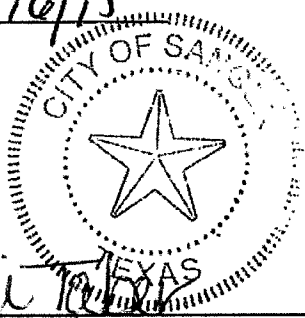
CITY OF SANGER, TEXAS

Date: 11/16/15

Thomas E. Murr

Mayor,
City of Sanger, Texas

ATTEST:



Tami Taber
By: Tami Taber
Title: City Secretary

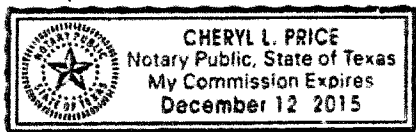
STATE OF TEXAS

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COUNTY OF DENTON

BEFORE ME, the undersigned authority, on this day personally appeared THOMAS E. MURR, known to me to be one of the persons whose names are subscribed to the foregoing instrument; he/she acknowledged to me he/she is the duly authorized representative for the CITY OF SANGER, TEXAS, and he/she executed said instrument for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 16 day of NOVEMBER 2015.



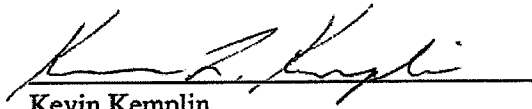
Cheryl L. Price

Notary Public in and for the State of Texas

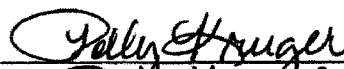
My Commission Expires: 12/12/2015

**BOLIVAR WATER SUPPLY
CORPORATION**

Date: NOV. 12. 2015


Kevin Kemplin,
President, Board of Directors

ATTEST:


By: Polly Kruger
Title: Office Manager

STATE OF TEXAS

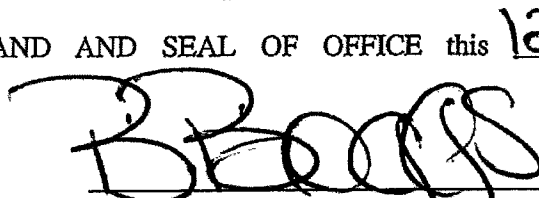
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COUNTY OF DENTON

BEFORE ME, the undersigned authority, on this day personally appeared Kevin Kemplin, known to me to be one of the persons whose names are subscribed to the foregoing instrument; he/she acknowledged to me he/she is the duly authorized representative for BOLIVAR WATER SUPPLY CORPORATION, and he/she executed said instrument for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 12 day of November 2015.




Notary Public in and for the State of Texas
My Commission Expires: March 11, 2018

SANGER HOLDINGS, LLC

Date: NOV. 12. 2015



By: Edwin McBiney

Title: Manager

STATE OF TEXAS

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COUNTY OF DENTON

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BEFORE ME, the undersigned authority, on this day personally appeared Edwin McBiney, known to me to be one of the persons whose names are subscribed to the foregoing instrument; he/she acknowledged to me he/she is the duly authorized representative for SANGER HOLDINGS, LLC and he/she executed said instrument for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 12 day of November, 2015.



Notary Public in and for the State of Texas

My Commission Expires: 10/09/2016

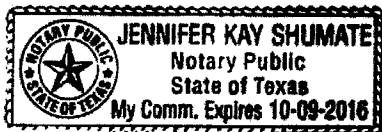


EXHIBIT "A"
(Deed Records for 63-acre tract and 24.77-acre tract)



70 2004 00001396

Denton County
Cynthia Mitchell
County Clerk
Denton, TX 76202

Instrument Number: 2004-1396

As

Recorded On: January 06, 2004

Warranty Deed

Parties: NORTH PARK ESTATES TRUST

To

Billable Pages: 8

Number of Pages: 8

Comment:

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

Warranty Deed	28.00
Total Recording:	28.00

***** 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: 2004-1396
Receipt Number: 78695
Recorded Date/Time: January 06, 2004 09:47A

User / Station: F Chenevert - Cash Station 5

Record and Return To:

FIDELITY NATIONAL TITLE AGENCY INC
1945 WALNUT HILL BLACK BAG
WILL CALL
IRVING TX 75038



THE STATE OF TEXAS }
COUNTY OF DENTON }

I hereby certify that this instrument was FILED in the File Number sequence on the date/time printed hereon, and was duly RECORDED in the Official Records of Denton County, Texas.

C Mitchell

County Clerk
Denton County, Texas

WARRANTY DEED WITH VENDORS LIEN

Date: December 22, 2003

Grantor: North Park Estates Trust

Grantor's Mailing Address: 1744 Timbergrove, Dallas, Texas 75208

Grantee: Sanger Land Development LLC.

Grantee's Mailing Address: 101 Forest Bend Drive, Coppell, Texas 75019

Consideration:

Ten and No/100 Dollars (\$10.00) and other good and valuable consideration to North Park Estates Trust, by Sanger Land Development LLC., Coppell, Texas, and the further consideration of the execution and delivery by the Grantee of that one certain promissory note of even date herewith payable to the order of Grantor in the principal sum of Five Hundred Fifty Thousand and No/100 (\$550,000.00) Dollars, said note bearing interest and being payable as therein specified and providing for acceleration of maturity and attorney's fees in the event of default, the payment of which note is secured by the Vendor's Lien herein retained and is additionally secured by a Deed of Trust of even date herewith to Robert N. Benson, Trustee.

Grantee is assuming the described two superior liens existing on the property as follows:

1. Vendor's Lien retained in Deed dated April 13, 2000, filed April 27, 2000, recorded in Volume 4577, page 1850 of the Deed Records, from Jerriann Cooper Shepard and Lou Henry Cooper, to Roger D. Hebard, securing the payment of one note in the principal amount of \$1,065,405.00 bearing interest and payable as therein provided to the order of Jerriann Cooper Shepard and Lou Henry Cooper, and additionally secured by a deed of trust of even date therewith in favor of Grady R. Thompson, Trustee, recorded in volume 4577, page 1857 of the deed of trust records of Denton County, Texas (affects 209 acres more or less of the below stated property).
2. Vendor's Lien retained in Deed dated April 13, 2000, filed April 27, 2000, recorded in volume 4577, page 1870 of the Deed Records, from Jerriann Cooper Shepard and Lou Henry Cooper, to Roger D. Hebard, securing the payment of one note in the principal amount of \$324,000.00 bearing interest and payable as therein provided to the order of Sanger Bank, and additionally secured by a Deed of Trust of even date therewith in favor of Charles Fenoglio, Trustee, recorded in volume 4577, page 1876 of the Deed of Trust Records of Denton County, Texas. (Affects 54 acres, more or less, of the below stated property).

And as modified by modification of Note and Deed of Trust, filed June 26, 2001, recorded in volume 4866, page 3217 of the Deed Records of Denton

County, Texas. And as modified by Modification of Note and Deed of Trust, filed May 17, 2002, recorded in volume 5088, page 1863 of the Deed Records of Denton County, Texas. Together with Appointment of Substitute Trustee executed by Sanger Bank, filed December 13, 2002, recorded in volume 5232, page 4053 of the Deed Records of Denton County, Texas, appointing Mark A. Burroughs, Sawko and Burroughs, L.L.P., Substitute Trustee.

Property:

Being a 226-Acre, more or less, tract of land on Marion Road, Sanger, Texas, Denton County, Texas, and described in detail in the attached Exhibit "A."

Reservation from and Exceptions to Conveyance and Warranty:

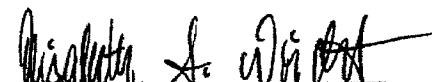
This conveyance is subject to all restrictions, reservations, easements prescriptions, rights-of-way, maintenance or similar charges and any liens securing the payment thereof, declarations, covenants and conditions of record, if any, in the office of the County Clerk of Dallas County, Texas, but only to the extent they are presently of record and in effect.

Grantor, for the consideration and subject to the reservations from and 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 wise belonging, to have and hold it to Grantee, Grantee's successors, and assigns forever. Grantor binds Grantor and Grantor's successors and assigns to warrant and forever defend all and singular the property to Grantee and Grantee's 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.

Current ad valorem taxes on the property have been prorated and the payment thereof is assumed by Grantee.


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

NORTH PARK ESTATES TRUST


Elisabeth A. Wright, Trustee

STATE OF TEXAS)
)
COUNTY OF DALLAS)

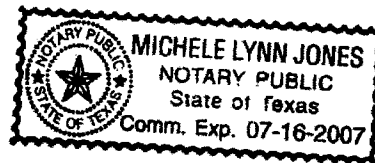
Elisabeth A. Wright acknowledged this instrument before me on the 22 day of December 2003, Trustee for the NORTH PARK ESTATES TRUST.


Notary Public, State of Texas

My Commission Expires: _____

After Recording Return To:

Sanger Land Development LLC
101 Forest Bend Drive
Coppell, Texas 75019



THENCE North 89 degrees 47 minutes 18 seconds East a distance of 110.00 feet to a found 5/8" iron rod for corner;

THENCE South 00 degrees 12 minutes 42 seconds East a distance of 128.89 feet to a found 5/8" iron rod and beginning of a curve to the left a central angle of 07 degrees 16 minutes 11 seconds, a radius of 200.00 feet and a chord bearing of South 57 degrees 08 minutes 48 seconds West a distance of 25.36 feet to a found 5/8 inch iron rod and also beginning of a curve to the left a central angle of 03 degrees 40 minutes 25 seconds, a radius of 250.00 feet and a chord bearing of South 55 degrees 21 minutes 07 seconds West a distance of 16.03 feet to a found 5/8 inch iron rod for corner;

THENCE South 29 degrees 13 minutes 16 seconds East a distance of 50.00 feet to a found 5/8" iron rod for corner; also beginning of a curve to the right a central angle of 07 degrees 16 minutes 11 seconds, a radius of 250.00 feet and a chord bearing of North 57 degrees 08 minutes 48 seconds East a distance of 31.70 feet to a found 5/8 inch iron rod for corner;

THENCE beginning of a curve to the right a central angle of 29 degrees 24 minutes 49 seconds, a radius of 200.00 feet and a chord bearing of North 68 degrees 03 minutes 40 seconds East a distance of 101.55 feet to a found 5/8 inch iron rod for corner;

THENCE South 00 degrees 12 minutes 42 seconds East a distance of 17.29 feet to a found 5/8" iron rod for corner;

THENCE North 89 degrees 47 minutes 18 seconds East a distance of 50.00 feet to a found 5/8" iron rod for corner;

THENCE North 00 degrees 12 minutes 42 seconds West a distance of 18.85 feet to a found 5/8" iron rod for corner;

THENCE North 89 degrees 47 minutes 18 seconds East a distance of 160.00 feet to found 5/8" iron rod the center line of Marion Road which is the most Southeasterly corner of Sanger Trail Subdivision Phase 2-B of the center line Marion Road;

THENCE South 00 degrees 12 minutes 42 seconds East a distance of 473.49 feet to the POINT OF BEGINNING and CONTAINING approximately 226.175 acres.

NOTE: THE COMPANY DOES NOT REPRESENT THAT THE ACREAGE AND/OR SQUARE FOOTAGE CALCULATIONS ARE CORRECT.

EXHIBIT "A"

BEING all that certain tract of land situated in the Reuben Bebee Survey Abstract Number 29 in Denton County, Texas, being a part of the called 101.71 acre tract described in the deed from E.L. LeGear to H.D. Cooper et ux recorded in Volume 458, Page 611 of the Deed Records of Denton County, Texas, and being all of the First, Second, and Third Tracts described in the deed from E.L. LeGear to H.D. Cooper et ux recorded in Volume 458, Page 613 of the said Deed Records a distance of the subject tract being more particularly described as follows:

BEGINNING for the Southeast Corner of the tract being described herein, at an iron rod set for the Southeast Corner of the said Third Tract in Marion Road and being 26.6 feet East of a 12 inch hackberry tree for a fence corner;

THENCE South 89 Degrees 30 Minutes 26 Seconds West with the South line of the Third Tract along the general course of a fence a distance of 3638.15 feet to found 5/8" iron rod for corner for the Southwest Corner of the herein described tract in the East line of the Gulf Coast and Santa Fe Railroad right-of-way;

THENCE North 05 Degrees 03 Minutes 19 Seconds West with the said East right-of-way line, crossing the North line of the Third Tract and the North line of the Second Tract and continuing on the said course, in all, a total distance of 2552.48 feet to a found 1/2" iron rod for the Southwest Corner of the tract described as 25.35 acres in the Deed from L. H. Cooper and Jarriann Ann Shepard to the City of Sanger, Texas, recorded in Volume 1125, Page 543, of the said Deed Records;

THENCE North 89 Degrees 40 Minutes 25 Seconds East a distance of 957.33 feet to found 5/8" iron rod found at the Southeast Corner thereof;

THENCE North 01 Degrees 44 Minutes 39 Seconds West along a fence with the East line of the said City of Sanger Tract a distance of 1115.50 feet to found 5/8" iron rod at the Northeast Corner thereof in the North Line of the 101.71 acre tract;

THENCE North 89 Degrees 25 Minutes 00 Seconds East with the North line of the 101.71 acre tract along the general course of a fence a distance of 2371.20 feet to a found 5/8" iron rod at the Northeast Corner of the tract described a 9.297 acres in the Deed from H. D. Cooper et ux to Lou Henry Cooper et ux recorded in Volume 1005, Page 253 of the said Deed Records;

THENCE Southeasterly with a fence and the Southwesterly line of the said 9.297 acre tract, the following six courses;

THENCE South 01 Degrees 38 Minutes 11 Seconds East a distance of 114.38 feet to a found 5/8" iron rod for corner;

THENCE South 14 Degrees 44 Minutes 07 Seconds East a distance of 148.81 feet to a found 5/8" iron rod for corner;

THENCE South 23 Degrees 36 Minutes 27 Seconds East a distance of 228.70 feet to a found 5/8" iron rod for corner;

THENCE South 33 Degrees 54 Minutes 27 Seconds East a distance of 149.03 feet to a found 5/8" iron rod for corner;

THENCE South 54 Degrees 57 Minutes 27 Seconds East a distance of 163.26 feet to a found 5/8" iron rod for corner;

THENCE South 51 Degrees 07 Minutes 30 Seconds East a distance of 267.98 feet to a found 1/2" iron rod in the center line of Marion Road;

THENCE South 00 Degrees 12 Minutes 42 Seconds East along said Center Line of Marion Road a

distance of 505.42 to a found P.K.Nail for corner of at Northeasterly Tract of Lot 1 of Sanger Trails II Addition recorded in Cabinet U, Page 788, Denton County, Texas;

THENCE South 89 degrees 47 minutes 18 seconds West along said line of Sanger Trail II Addition a distance of 1004.57 feet to a found 5/8" iron rod for the northwest corner of Lot 1 of said tract;

THENCE South 07 degrees 23 minutes 07 seconds West along said tract of Sanger Trail Addition a distance of 24.23 feet to a found 5/8" iron rod for corner;

THENCE North 82 degrees 36 minutes 53 seconds West a distance of 175.0 feet to a found 5/8" iron rod for corner;

THENCE South 07 degrees 23 minutes 07 seconds West a distance of 24.41 feet to a found 5/8" iron rod for corner;

THENCE North 82 degrees 36 minutes 53 seconds West a distance of 125.0 feet to a found 5/8" iron rod for Northwest corner of Sanger Trail Subdivision Phase I Addition;

THENCE South 07 degrees 23 minutes 07 seconds West a distance of 16.89 feet to a found 5/8" iron rod for corner for the beginning of non-tangent curve into the right having a central angle of 16 degrees 11 minutes 08 seconds, a radius of 650.00 feet and chord bearing South 15 degrees 28 minutes 41 seconds West a distance of 183.01 feet to a found 5/8 inch iron rod for corner;

THENCE Southwesterly for a beginning of non-tangent curve to the left having a central angle of 22 degrees 04 minutes 49 seconds, a radius of 1235.00 feet and a chord bearing South 12 degrees 31 minutes 34 seconds West a distance of 473.00 feet to a found 5/8 inch iron rod in westerly right-of-way a recorded plat of Sanger Trail Subdivision Phase I Addition;

THENCE Northwesterly along Stagecoach Trail of a recorded plat of Sanger Trail Subdivision Phase I Addition a (60.0' right-of-way) beginning of non-tangent curve to the right having a central angle of 11 degrees 00 minutes 57 seconds, a radius of 970.00 feet and a chord bearing North 76 degrees 03 minutes 34 seconds West a distance of 186.21 feet to a found 5/8 inch iron rod for corner;

THENCE North 70 degrees 33 minutes 36 seconds West along of said (60.0' right-of-way) a distance of 39.94 feet to the East line of a 25 acre tract;

THENCE North 19 degrees 28 minutes 26 seconds East a distance of 166.16 feet to a found 5/8" inch iron rod for a beginning of a curve to the right a central angle of 8 degrees 08 minutes 36 seconds, a radius of 1175.00 feet and a chord bearing of North 15 degrees 22 minutes 18 seconds East a distance of 166.86 feet to a found 5/8 inch iron rod for corner;

THENCE North 11 degrees 18 minutes 12 seconds East a distance of 206.04 feet to a found 5/8" iron rod for a beginning of a curve to right a central angle 5 degrees 59 minutes 46 seconds, a radius of 1825.00 feet and a chord bearing of North 14 degrees 18 minutes 09 seconds East a distance of 190.01 feet to the Northwesterly corner of said 25 acre tract;

THENCE South 89 degrees 28 minutes 32 seconds West along North line of said 25 acre tract a distance of 1033.11 feet to a found 5/8" iron rod for corner;

THENCE South 00 degrees 31 minutes 28 seconds East along the west line of said 25 acre tract a distance of 1282.37 feet to a found 5/8" iron rod for corner;

THENCE North 89 degrees 28 minutes 32 seconds East along the South said 25 acre tract a distance of 629.07 feet to a found 5/8" iron rod for corner;

THENCE North 19 degrees 28 minutes 26 seconds East along the East line of said 25 acre tract a distance of 556.55 feet to a found 5/8" iron rod for a (60.0' right-of-way);

THENCE Leaving 25 acre tract; South 70 degrees 33 minutes 36 seconds East a distance of 39.93 feet to a found 5/8" iron rod for a beginning of a curve to the left a central angle of 11 degrees 00 minutes

57 seconds, a radius of 1030.00 feet and a chord bearing of South 76 degrees 03 minutes 34 seconds East a distance of 197.73 feet to a found 5/8 inch iron rod for corner;

THENCE South 07 degrees 53 minutes 52 seconds West a distance of 120.60 feet to a found 5/8" iron rod for corner; most Southwesterly corner of Sanger Trail Subdivision Phase I Addition;

THENCE North 89 degrees 47 minutes 18 seconds East a distance of 196.78 feet to a found 5/8" iron rod for corner;

THENCE South 18 degrees 55 minutes 00 seconds East a distance of 15.80 feet to a found 5/8" iron rod for corner;

THENCE North 72 degrees 22 minutes 38 seconds East a distance of 50.00 feet to a found 5/8" iron rod for corner;

THENCE North 89 degrees 47 minutes 18 seconds East a distance of 508.32 feet to a found 5/8" iron rod for corner;

THENCE South 00 degrees 12 minutes 50 seconds East a distance of 110.00 feet to a found 5/8" iron rod for corner;

THENCE South 82 degrees 47 minutes 18 seconds West a distance of 15.50 feet to a found 5/8" iron rod for corner;

THENCE South 00 degrees 46 minutes 58 seconds East a distance of 50.00 feet to a found 5/8" iron rod for corner;

THENCE North 89 degrees 47 minutes 18 seconds East of 15.50 feet to a found 5/8" iron rod for corner;

THENCE South 00 degrees 12 minutes 42 seconds East a distance of 15.50 feet to a found 5/8" iron rod for corner;

THENCE North 89 degrees 47 minutes 18 seconds East a distance of 50.00 feet to a found 5/8" iron rod for corner;

THENCE North 00 degrees 12 minutes 42 seconds West a distance of 31.55 feet to a found 5/8" iron rod for corner;

THENCE North 89 degrees 47 minutes 18 seconds East a distance of 110.00 feet to a found 5/8" iron rod to the West line of Sanger Trails Phase 2-B;

THENCE along westline of Sanger Trails Phase 2-B South 00 degrees 12 minutes 42 seconds East a distance of 474.24 feet to a found 5/8 inch iron rod for corner;

THENCE South 15 degrees 39 minutes 48 seconds west a distance of 221.30 feet to a found 5/8" iron rod for corner;

THENCE North 89 degrees 47 minutes 18 seconds East a distance of 169.47 feet to a found 5/8" iron rod for corner;

THENCE South 00 degrees 12 minutes 42 seconds East a distance of 90.02 feet to a found 5/8" iron rod for corner;

THENCE North 89 degrees 47 minutes 18 seconds East a distance of 50.00 feet to a found 5/8" iron rod for corner;

THENCE North 00 degrees 12 minutes 42 seconds West a distance of 77.83 feet to a found 5/8" iron rod for corner;

THENCE North 89 degrees 47 minutes 18 seconds East a distance of 110.00 feet to a found 5/8" iron rod for corner;

THENCE South 00 degrees 12 minutes 42 seconds East a distance of 128.89 feet to a found 5/8" iron rod and beginning of a curve to the left a central angle of 07 degrees 16 minutes 11 seconds, a radius of 200.00 feet and a chord bearing of South 57 degrees 08 minutes 48 seconds West a distance of 25.36 feet to a found 5/8 inch iron rod and also beginning of a curve to the left a central angle of 03 degrees 40 minutes 25 seconds, a radius of 250.00 feet and a chord bearing of South 55 degrees 21 minutes 07 seconds West a distance of 16.03 feet to a found 5/8 inch iron rod for corner;

THENCE South 29 degrees 13 minutes 16 seconds East a distance of 50.00 feet to a found 5/8" iron rod for corner; also beginning of a curve to the right a central angle of 07 degrees 16 minutes 11 seconds, a radius of 250.00 feet and a chord bearing of North 57 degrees 08 minutes 48 seconds East a distance of 31.70 feet to a found 5/8 inch iron rod for corner;

THENCE beginning of a curve to the right a central angle of 29 degrees 24 minutes 49 seconds, a radius of 200.00 feet and a chord bearing of North 68 degrees 03 minutes 40 seconds East a distance of 101.55 feet to a found 5/8 inch iron rod for corner;

THENCE South 00 degrees 12 minutes 42 seconds East a distance of 17.29 feet to a found 5/8" iron rod for corner;

THENCE North 89 degrees 47 minutes 18 seconds East a distance of 50.00 feet to a found 5/8" iron rod for corner;

THENCE North 00 degrees 12 minutes 42 seconds West a distance of 18.85 feet to a found 5/8" iron rod for corner;

THENCE North 89 degrees 47 minutes 18 seconds East a distance of 160.00 feet to found 5/8" iron rod the center line of Marion Road which is the most Southeasterly corner of Sanger Trail Subdivision Phase 2-B of the center line Marion Road;

THENCE South 00 degrees 12 minutes 42 seconds East a distance of 473.49 feet to the POINT OF BEGINNING and CONTAINING approximately 226.175 acres.

NOTE: THE COMPANY DOES NOT REPRESENT THAT THE ACREAGE AND/OR SQUARE FOOTAGE CALCULATIONS ARE CORRECT.

Denton County
Cynthia Mitchell
County Clerk
Denton, TX 76202



70 2013 00141138

Instrument Number: 2013-141138

As

Recorded On: November 26, 2013

Warranty Deed

Parties: MILLAR CORINNE E

To

Billable Pages: 7

Number of Pages: 7

Comment:

(Parties listed above are for Clerks reference only)

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

Warranty Deed	50.00
Total Recording:	50.00

***** 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: 2013-141138

Receipt Number: 1112082

Recorded Date/Time: November 26, 2013 03:40:20P

User / Station: P Sallee - Cash Station 2

Record and Return To:

TITLE RESOURCES

WILL CALL

DENTON TX 76202



THE STATE OF TEXAS }
COUNTY OF DENTON }

I hereby certify that this instrument was FILED in the File Number sequence on the date/time
printed hereon, and was duly RECORDED in the Official Records of Denton County, Texas.

C. Mitchell

County Clerk
Denton County, Texas

TR 135653 KP

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

SPECIAL WARRANTY DEED WITH VENDOR'S LIEN

Effective Date: November 21, 2013

Grantor: CORINNE E. MILLAR, an individual

Grantor's Mailing Address (including county):

601 E. Trailing Heart Drive
Silver City, Grant County, New Mexico 88061

Grantee: SANGER CIRCLE PARTNERS, LP, a Texas limited partnership

Grantee's Mailing Address (including county):

108 E. Houston Street
Sherman, Grayson County, Texas 75090

Consideration: Consideration: TEN DOLLARS (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and a note of even date executed by Grantee and referred to as the first-lien note. The first-lien note is payable to the order of Grantor in the principal amount of \$72,500.00 and is secured by the first and superior vendor's lien against, and superior title to, the Property retained in this deed in favor of Grantor, and is also secured by a first lien deed of trust of even date from Grantee to _____, Trustee. The first vendor's lien and superior title to the Property is retained for the benefit of Grantor.

Property (including any improvements):

SEE ATTACHED EXHIBIT A

Exceptions to Conveyance and Warranty:

SEE ATTACHED EXHIBIT B

Reservation from Conveyance and Warranty: Grantor hereby expressly reserves and retains all oil, gas and other mineral rights and interests that are not currently outstanding in other parties and such retained rights and interests shall be deemed to constitute Permitted Exceptions hereunder and shall not constitute a portion of the Property to be conveyed by Grantor to Grantee hereunder, provided that Grantor expressly grants and conveys and forever waives in favor of Grantee, its successors and assigns any and all rights of Grantor or its successors or assigns to utilize the surface estate of the Property for any and all uses whatsoever including, but not limited to, drilling, extraction, production or other exploration or mining for oil, gas or other minerals or the storage or transportation thereof. Such waiver shall not, however, restrict or prohibit the pooling or unitization of the mineral estate reserved by Grantor herein with land other than the Property or the exploration or production of the oil, gas and other minerals by means of wells that are drilled or mines that open on land other than the Property but enter or bottom under the Property, provided that such operations in no manner interfere with the surface or subsurface support of any improvements constructed or to be constructed on the Property.

Grantor, for the consideration and subject to 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 wise belonging, to have and to hold it to Grantee, Grantee's heirs,

executors, administrators, successors, or assigns forever. Grantor hereby binds Grantor and Grantor's 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, by, through, or under Grantor, but not otherwise, except as to the Exceptions to Conveyance and Warranty.

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

[SIGNATURE PAGE FOLLOWS]

Grantor:

X Corinne E. Millar

CORINNE E. MILLAR
an individual

ACKNOWLEDGMENT

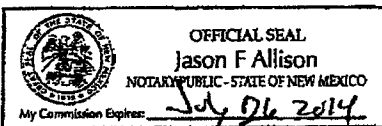
New Mexico
STATE OF ~~TEXAS~~

COUNTY OF Grant

This instrument was acknowledged before me on the 21 day of November, 2013, by
CORINNE E. MILLAR, an individual.

X am. 8
Corinne E. Millar

Notary Public Signature
Notary Public Name: Jason F. Allison
My Commission Expires: July 26 2014



AFTER RECORDING PLEASE RETURN TO:

Title Resources
Attn: Keith Pierce
525 S. Loop 288, Suite 125
Denton, Texas 76205

EXHIBIT A

LEGAL DESCRIPTION

Lot 7R1, Block A, of MARION POINTS ACRES, an Addition to the ETJ of Sanger, Denton County, Texas according to the Re-plat recorded under Document Number 2011-18, Plat Records of Denton County, Texas

EXHIBIT B

EXCEPTIONS TO CONVEYANCE AND WARRANTY

1. Restrictive covenants filed June 28, 1995, recorded under CC# 95-R0037891, Real Property Records of Denton County, Texas.
- CMX
Standby fees, taxes and assessments by any taxing authority for the year 2014 and subsequent years, a lien not yet due and payable which Grantee hereby assumes and agrees to pay, but not any subsequent taxes and assessments by any taxing authority for prior years due to change in land usage or ownership, or taxes or assessments for prior years because of an exemption granted to a previous owner of the property under Section 11.13, *Texas Property Code*, or because of improvements not assessed for a previous tax year, all of which shall remain the responsibility of Grantor to pay.
3. "Notes" shown on Plat recorded under Doc Number 2011-18, Plat Records of Denton County, Texas.
4. 50' building line along the North and West boundary lines; 35' building line along the East boundary line; 10' waterline easement near the East boundary line; drainage easement across lot; as shown on Plat recorded under Doc Number 2011-18, Plat Records of Denton County, Texas.
5. Easement executed by AETNA LIFE INSURANCE COMPANY to DENTON COUNTY ELECTRIC COOPERATIVE, INC. filed August 29, 1953, recorded in Volume 401, Page 6, Deed Records of Denton County, Texas. (Blanket Easement)
6. Undivided interest in Oil, Gas and other Minerals reserved in deed from CORINNE E. MILLAR, AS INDEPENDENT EXECUTRIX OF THE ESTATE OF ABRAHAM A. MILLAR, DECEASED AND THE ESTATE OF ZELMA A. MILLAR, DECEASED to CORINNE E. MILLAR filed April 19, 2011, recorded under CC# 2011-35046, Real Property Records of Denton County, Texas. (Title to said interest not checked subsequent thereto.)
7. Mineral Estate and Interest described in Mineral Deed executed by CORINNE E. MILLAR, INDEPENDENT EXECUTOR OF THE ESTATE OF ZELMA A. MILLAR, DECEASED and the ESTATE OF ABRAHAM A. MILLAR, DECEASED to CORINNE E. MILLAR, FRANK JARVIS MILLAR and FRANK JARVIS MILLAR, TRUSTEE OF THE MARY A. MILLAR TRUST, filed May 13, 2010, recorded under CC# 2010-45831, Real Property Records, Denton County, Texas.
8. Mineral Estate and Interest described in Mineral Deed executed by AETNA LIFE INSURANCE COMPANY to FLEISCHAKER MINERAL COMPANY, L.L.C., filed November 12, 1997, recorded under CC# 97-R0079366, Real Property Records, Denton County, Texas.
9. Mineral Estate and Interest described in Mineral Deed executed by W.L. VANDEVER and wife, IVA VANDEVER to J.M. HUNDLEY, filed November 27, 1926, recorded in Volume 207, Page 379, Deed Records, Denton County, Texas.
10. Undivided interest in Oil, Gas and other Minerals reserved in deed from AETNA LIFE INSURANCE COMPANY to JOHN LESTER BROWN, filed October 5, 1942, recorded in Volume 297, Page 372, Deed Records, Denton County, Texas.
11. Mineral lease granted by E.L. LEGEAR and wife, EDNA LEGEAR and H.D. COOPER and wife, VERA LOU COOPER to S.A. WINFREY et al LTD described in instrument filed April 23, 1951, in Volume 365, Page 539, Deed Records of Denton County, Texas.
12. Mineral lease granted by E.L. LEGEAR and wife, EDNA MARGARET LEGEAR and

H.D. COOPER and wife, VERA LOU COOPER to VERNON C. HOWELL described in instrument filed April 26, 1954, in Volume 378, Page 591, Deed Records of Denton County, Texas.

13. Mineral lease granted by E.L. LEGEAR etal to P.H. GRAY described in instrument filed January 19, 1968, in Volume 561, Page 441, Deed Records of Denton County, Texas.
14. Mineral lease granted by ABRAM A. MILLAR and wife, ZELMA A. MILLAR to THE BARON COMPANY, INC. described in instrument filed June 25, 1981, in Volume 1084, Page 861, Deed Records of Denton County, Texas.
15. Mineral lease granted by AETNA LIFE INSURANCE COMPANY to THE BARON COMPANY described in instrument filed June 25, 1981, in Volume 1084, Page 873, Deed Records of Denton County, Texas
16. Mineral lease granted by ABRAM A. MILLAR and wife, ZELMA A. MILLAR to BEN G. FAY described in instrument filed December 2, 1985, in Volume 1772, Page 734, Real Property Records of Denton County, Texas.
17. Mineral lease granted by AETNA LIFE INSURANCE COMPANY to BEN G. FAY described in instrument filed December 16, 1985, in Volume 1782, Page 340, Real Property Records of Denton County, Texas.
18. Mineral lease granted by ABRAM A. MILLAR to BEN G. FAY described in instrument filed December 16, 1985, in Volume 1782, Page 344, Real Property Records of Denton County, Texas.
19. Subject to the Denton County Lake Ray Roberts Land Use Ordinances recorded and unrecorded and any subsequent rulings by the Lake Roberts Planning and Zoning Commission.

**** Electronically Filed Document ****

Denton County
Juli Luke
County Clerk

Document Number: 2016-16027

Recorded As : ERX-WARRANTY DEED

Recorded On: February 16, 2016

Recorded At: 10:45:23 am

Number of Pages: 4

Recording Fee: \$38.00

Parties:

Direct- SANGER CIRCLE PROPERTY LP

Indirect-

Receipt Number: 1390157

Processed By: Timothy Duvall

***** 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.



THE STATE OF TEXAS
COUNTY OF DENTON

I hereby certify that this instrument was FILED in the File Number sequence on the date/time
printed hereon, and was duly RECORDED in the Official Records of Denton County, Texas.

Juli Luke

County Clerk
Denton County, Texas

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.

Special Warranty Deed with Vendor's Lien

Date: February 16, 2016

Grantor: Sanger Circle Property, LP, a Texas limited partnership

Grantor's Mailing Address:

Sanger Circle Property, LP
3015 Country Square Rd. #1045, Carrollton, TX 75006

Grantee: Payne Property Group LLC, a Texas limited liability company

Grantee's Mailing Address:

Payne Property Group LLC
2024 Churchill Downs Ln, Trophy Club, TX 76262

Consideration:

A note of even date executed by Grantee and payable to the order of Grantor in the principal amount of TWENTY-NINE THOUSAND AND NO/100 DOLLARS (\$29,000.00). The note is secured by a first and superior vendor's lien and superior title retained in this deed and by a first-lien deed of trust of even date from Grantee to Tom Jester, trustee.

Property (including any improvements):

Lot 8A, Block A, of Marion Point Acres, an addition to the E.T.J. of City of Sanger, Denton County, Texas, according to the Map or Plat thereof recorded in/under Clerks File No. 2015-62, Map/Plat Records, Denton County, Texas.

Reservations from Conveyance:

None

Exceptions to Conveyance and Warranty:

Liens described as part of the Consideration and any other liens described in this deed as being either assumed by Grantee or subject to which title is taken by Grantee; validly existing restrictive covenants common to the platted subdivision in which the Property is located; standby

fees, taxes, and assessments by any taxing authority for the year 2016 and subsequent years, and subsequent taxes and assessments by any taxing authority for prior years due to change in land usage or ownership; public utility easement, 8' in width, along the South and West property line, as recorded in/under Clerk's File No. 2015-62, Map/Plat Records, Denton County, Texas; easement, right of way and/or agreement by and between Aetna Life Insurance Company, a corporation and Denton County Electric Cooperative, Inc., by instrument dated 8/4/1937, filed 8/29/1953, recorded in/under Volume 401, Page 6, Real Property Records, Denton County, Texas; easement, right of way and/or agreement by and between C.H. Easley and Bolivar Water Supply Corporation, by instrument dated 5/13/1970, filed 6/10/1970, recorded in/under Volume 603, Page 149, Real Property Records, Denton County, Texas; validly existing utility easements created by the dedication deed or plat of the subdivision in which the Property is located; any discrepancies, conflicts, or shortages in area or boundary lines, or any encroachments or protrusions, or any overlapping of improvements; homestead or community property or survivorship rights, if any, of any spouse of Grantee; and any validly existing titles or rights asserted by anyone, including but not limited to persons, the public, corporations, governments, or other entities, to (a) tidelands or lands comprising the shores or beds of navigable or perennial rivers and streams, lakes, bays, gulfs, or oceans, (b) lands beyond the line of the harbor or bulkhead lines as established or changed by any government, (c) filled-in lands or artificial islands, (d) water rights, including riparian rights, or (e) the area extending from the line of mean low tide to the line of vegetation or the right of access to that area or easement along and across that area.

To the extent they validly exist:

1. Vendor's Lien retained in Deed dated 11/21/2013, filed 11/26/2013, recorded in/under Clerk's File No. 2013-141138, Real Property Records, Denton County, Texas, from Corinne E. Millar, an individual, to Sanger Circle Partners, LP, a Texas limited partnership, securing the payment of one note in the principal amount of \$72,500.00, bearing interest and payable as therein provided to the order of Corinne E. Millar, an individual; additionally secured by Deed of Trust of even date therewith, executed by Sanger Circle Property, LP, a Texas limited partnership; recorded in/under Clerk's File No. 2013-141139, Real Property Records, Denton County, Texas.

2. Vendor's Lien retained in Deed dated 11/21/2013, filed 11/26/2013, recorded in/under Clerk's File No. 2013-141142, Real Property Records, Denton County, Texas, from Corinne E. Millar, Trustee of the Mary A. Millar Trust to Sanger Circle Property, LP, a Texas limited partnership, securing the payment of one note in the principal amount of \$72,500.00, bearing interest and payable as therein provided to the order of Corinne E. Millar, Trustee of the Mary A. Millar Trust; additionally secured by Deed of Trust of even date therewith, executed by Sanger Circle Property, LP, a Texas limited partnership; recorded in/under Clerk's File No. 2013-141143, Real Property Records, Denton County, Texas.

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

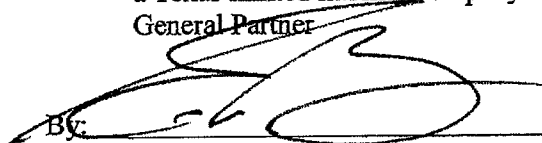
Grantor and Grantor's heirs and successors to warrant and forever defend all and singular the Property to Grantee and Grantee's heirs, successors, and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof when the claim is by, through, or under Grantor but not otherwise, except as to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty.

The vendor's lien against and superior title to the Property are retained until each note described is fully paid according to its terms, at which time this deed will become absolute.

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

SANGER CIRCLE PROPERTY, LP
a Texas limited partnership

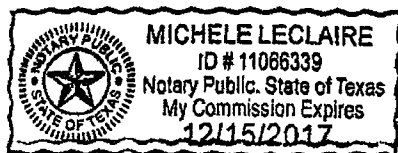
By: Le Gant Homes, LLC
a Texas limited liability company
General Partner

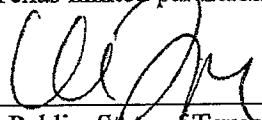
By: 
Edwin McBirney, Manager

STATE OF TEXAS)

COUNTY OF Denton)

This instrument was acknowledged before me on Feb 16, 2016, by Edwin McBirney, Manager of Le Gant Homes, LLC, a Texas limited liability company general partner, on behalf of Sanger Circle Property, LP, a Texas limited partnership.




Notary Public, State of Texas
My commission expires: _____

AFTER RECORDING RETURN TO:

Payne Property Group LLC
2024 Churchill Downs Ln, Trophy Club, TX 76262

**** Electronically Filed Document ****

Denton County
Juli Luke
County Clerk

Document Number: 2016-16021

Recorded As : ERX-WARRANTY DEED

Recorded On: February 16, 2016

Recorded At: 10:44:37 am

Number of Pages: 4

Recording Fee: \$38.00

Parties:

Direct- SANGER CIRCLE PROPERTY LP
Indirect-

Receipt Number: 1390152

Processed By: Timothy Duvall

***** 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.



THE STATE OF TEXAS
COUNTY OF DENTON

I hereby certify that this instrument was FILED in the File Number sequence on the date/line
printed herein, and was duly RECORDED in the Official Records of Denton County, Texas.

Juli Luke

County Clerk -
Denton County, Texas

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Special Warranty Deed with Vendor's Lien

Date: February 16, 2016

Grantor: Sanger Circle Property, LP, a Texas limited partnership

Grantor's Mailing Address:

Sanger Circle Property, LP
3015 Country Square Rd. #1045, Carrollton, TX 75006

Grantee: Hog Holdings, LLC, a Texas limited liability company

Grantee's Mailing Address:

Hog Holdings, LLC
6959 Lebanon Road, Suite 212, Frisco, TX 75034

Consideration:

A note of even date executed by Grantee and payable to the order of Grantor in the principal amount of TWENTY-NINE THOUSAND AND NO/100 DOLLARS (\$29,000.00). The note is secured by a first and superior vendor's lien and superior title retained in this deed and by a first-lien deed of trust of even date from Grantee to Tom Jester, trustee.

Property (including any improvements):

Lot 5A, Block A, of Marion Point Acres, an addition to the E.T.J. of City of Sanger, Denton County, Texas, according to the Map or Plat thereof recorded in/under Clerks File No. 2015-62, Map/Plat Records, Denton County, Texas.

Reservations from Conveyance:

None

Exceptions to Conveyance and Warranty:

Liens described as part of the Consideration and any other liens described in this deed as being either assumed by Grantee or subject to which title is taken by Grantee; validly existing restrictive covenants common to the platted subdivision in which the Property is located; standby

fees, taxes, and assessments by any taxing authority for the year 2016 and subsequent years, and subsequent taxes and assessments by any taxing authority for prior years due to change in land usage or ownership; public utility easement, 8' in width, along the South and West property line, as recorded in/under Clerk's File No. 2015-62, Map/Plat Records, Denton County, Texas; waterline easement being 10 feet in width over and across property according to the prior plat recorded in/under Volume L, Page 173, Plat Records, Denton County, Texas; easement, right of way and/or agreement by and between Aetna Life Insurance Company, a corporation and Denton County Electric Cooperative, Inc., by instrument dated 8/4/1937, filed 8/29/1953, recorded in/under Volume 401, Page 6, Real Property Records, Denton County, Texas; easement, right of way and/or agreement by and between C.H. Easely and Bolivar Water Supply Corporation, by instrument dated 5/13/1970, filed 6/10/1970, recorded in/under Volume 603, Page 149, Real Property Records, Denton County, Texas; validly existing utility easements created by the dedication deed or plat of the subdivision in which the Property is located; any discrepancies, conflicts, or shortages in area or boundary lines, or any encroachments or protrusions, or any overlapping of improvements; homestead or community property or survivorship rights, if any, of any spouse of Grantee; and any validly existing titles or rights asserted by anyone, including but not limited to persons, the public, corporations, governments, or other entities, to (a) tidelands or lands comprising the shores or beds of navigable or perennial rivers and streams, lakes, bays, gulfs, or oceans, (b) lands beyond the line of the harbor or bulkhead lines as established or changed by any government, (c) filled-in lands or artificial islands, (d) water rights, including riparian rights, or (e) the area extending from the line of mean low tide to the line of vegetation or the right of access to that area or easement along and across that area.

To the extent they validly exist:

1. Vendor's Lien retained in Deed dated 11/21/2013, filed 11/26/2013, recorded in/under Clerk's File No. 2013-141138, Real Property Records, Denton County, Texas, from Corinne E. Millar, an individual, to Sanger Circle Partners, LP, a Texas limited partnership, securing the payment of one note in the principal amount of \$72,500.00, bearing interest and payable as therein provided to the order of Corinne E. Millar, an individual; additionally secured by Deed of Trust of even date therewith, executed by Sanger Circle Property, LP, a Texas limited partnership; recorded in/under Clerk's File No. 2013-141139, Real Property Records, Denton County, Texas.

2. Vendor's Lien retained in Deed dated 11/21/2013, filed 11/26/2013, recorded in/under Clerk's File No. 2013-141142, Real Property Records, Denton County, Texas, from Corinne E. Millar, Trustee of the Mary A. Millar Trust to Sanger Circle Property, LP., a Texas limited partnership, securing the payment of one note in the principal amount of \$72,500.00, bearing interest and payable as therein provided to the order of Corinne E. Millar, Trustee of the Mary A. Millar Trust; additionally secured by Deed of Trust of even date therewith, executed by Sanger Circle Property, LP, a Texas limited partnership; recorded in/under Clerk's File No. 2013-141143, Real Property Records, Denton County, Texas.

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 when the claim is by, through, or under Grantor but not otherwise, except as to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty.

The vendor's lien against and superior title to the Property are retained until each note described is fully paid according to its terms, at which time this deed will become absolute.

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

SANGER CIRCLE PROPERTY, LP
a Texas limited partnership

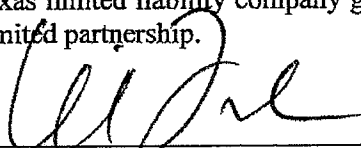
By: Le Gant Homes, LLC
a Texas limited liability company
General Partner

By: 
Edwin McBirney, Manager

STATE OF TEXAS)
COUNTY OF Denton)

This instrument was acknowledged before me on Feb. 16, 2016, by Edwin McBirney, Manager of Le Gant Homes, LLC, a Texas limited liability company general partner, on behalf of Sanger Circle Property, LP, a Texas limited partnership.




Notary Public, State of Texas
My commission expires: _____

AFTER RECORDING RETURN TO:

Hog Holdings, LLC
6959 Lebanon Road, Suite 212, Frisco, TX 75034

**** Electronically Filed Document ****

Denton County
Juli Luke
County Clerk

Document Number: 2016-16019

Recorded As : ERX-WARRANTY DEED

Recorded On: February 16, 2016

Recorded At: 10:44:24 am

Number of Pages: 4

Recording Fee: \$38.00

Parties:

Direct- SANGER CIRCLE PROPERTY LP
Indirect-

Receipt Number: 1390150

Processed By: Timothy Duvall

***** 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.



THE STATE OF TEXAS)
COUNTY OF DENTON)

I hereby certify that this instrument was FILED in the File Number sequence on the date/time
printed herein, and was duly RECORDED in the Official Records of Denton County, Texas.

Juli Luke

County Clerk
Denton County, Texas

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.

Special Warranty Deed with Vendor's Lien

Date: February 16, 2016

Grantor: Sanger Circle Property, LP, a Texas limited partnership

Grantor's Mailing Address:

Sanger Circle Property, LP
3015 Country Square Rd. #1045, Carrollton, TX 75006

Grantee: Le Gant Homes LLC, a Texas limited liability company

Grantee's Mailing Address:

Le Gant Homes LLC
3015 Country Square Rd. #1045, Carrollton, TX 75006

Consideration:

A note of even date executed by Grantee and payable to the order of Grantor in the principal amount of TWENTY-NINE THOUSAND AND NO/100 DOLLARS (\$29,000.00). The note is secured by a first and superior vendor's lien and superior title retained in this deed and by a first-lien deed of trust of even date from Grantee to Tom Jester, trustee.

Property (including any improvements):

Lot 1A, Block A, of Marion Point Acres, an addition to the E.T.J. of City of Sanger, Denton County, Texas, according to the Map or Plat thereof recorded in/under Clerks File No. 2015-62, Map/Plat Records, Denton County, Texas.

Reservations from Conveyance:

None

Exceptions to Conveyance and Warranty:

Liens described as part of the Consideration and any other liens described in this deed as being either assumed by Grantee or subject to which title is taken by Grantee; validly existing restrictive covenants common to the platted subdivision in which the Property is located; standby

fees, taxes, and assessments by any taxing authority for the year 2016 and subsequent years, and subsequent taxes and assessments by any taxing authority for prior years due to change in land usage or ownership; public utility easement, 8' in width, along the South and West property line, as recorded in/under Clerk's File No. 2015-62, Map/Plat Records, Denton County, Texas; drainage easement over and across property according to prior plat recorded in/under Volume L, Page 173, Plat Records, Denton County, Texas; easement, right of way and/or agreement by and between Aetna Life Insurance Company, a corporation and Denton County Electric Cooperative, Inc., by instrument dated 8/4/1937, filed 8/29/1953, recorded in/under Volume 401, Page 6, Real Property Records, Denton County, Texas; easement, right of way and/or agreement by and between C.H. Easely and Bolivar Water Supply Corporation, by instrument dated 5/13/1970, filed 6/10/1970, recorded in/under Volume 603, Page 149, Real Property Records, Denton County, Texas; validly existing utility easements created by the dedication deed or plat of the subdivision in which the Property is located; any discrepancies, conflicts, or shortages in area or boundary lines, or any encroachments or protrusions, or any overlapping of improvements; homestead or community property or survivorship rights, if any, of any spouse of Grantee; and any validly existing titles or rights asserted by anyone, including but not limited to persons, the public, corporations, governments, or other entities, to (a) tidelands or lands comprising the shores or beds of navigable or perennial rivers and streams, lakes, bays, gulfs, or oceans, (b) lands beyond the line of the harbor or bulkhead lines as established or changed by any government, (c) filled-in lands or artificial islands, (d) water rights, including riparian rights, or (e) the area extending from the line of mean low tide to the line of vegetation or the right of access to that area or easement along and across that area.

To the extent they validly exist:

1. Vendor's Lien retained in Deed dated 11/21/2013, filed 11/26/2013, recorded in/under Clerk's File No. 2013-141138, Real Property Records, Denton County, Texas, from Corinne E. Millar, an individual, to Sanger Circle Partners, LP, a Texas limited partnership, securing the payment of one note in the principal amount of \$72,500.00, bearing interest and payable as therein provided to the order of Corinne E. Millar, an individual; additionally secured by Deed of Trust of even date therewith, executed by Sanger Circle Property, LP, a Texas limited partnership; recorded in/under Clerk's File No. 2013-141139, Real Property Records, Denton County, Texas.

2. Vendor's Lien retained in Deed dated 11/21/2013, filed 11/26/2013, recorded in/under Clerk's File No. 2013-141142, Real Property Records, Denton County, Texas, from Corinne E. Millar, Trustee of the Mary A. Millar Trust to Sanger Circle Property, LP, a Texas limited partnership, securing the payment of one note in the principal amount of \$72,500.00, bearing interest and payable as therein provided to the order of Corinne E. Millar, Trustee of the Mary A. Millar Trust; additionally secured by Deed of Trust of even date therewith, executed by Sanger Circle Property, LP, a Texas limited partnership; recorded in/under Clerk's File No. 2013-141143, Real Property Records, Denton County, Texas.

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

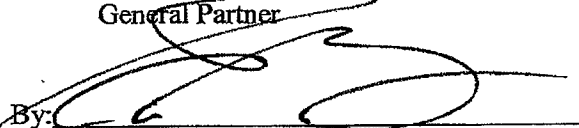
and to hold it to Grantee and Grantee's heirs, successors, and assigns forever. Grantor binds Grantor and Grantor's heirs and successors to warrant and forever defend all and singular the Property to Grantee and Grantee's heirs, successors, and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof when the claim is by, through, or under Grantor but not otherwise, except as to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty.

The vendor's lien against and superior title to the Property are retained until each note described is fully paid according to its terms, at which time this deed will become absolute.

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

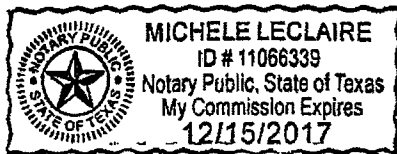
SANGER CIRCLE PROPERTY, LP
a Texas limited partnership

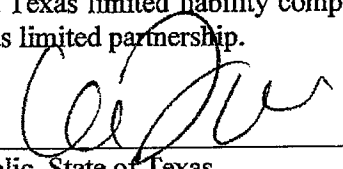
By: Le Gant Homes LLC
a Texas limited liability company
General Partner

By: 
Edwin McBirney, Manager

STATE OF TEXAS)
COUNTY OF Denton)

This instrument was acknowledged before me on Feb 16, 2016, by Edwin McBirney, Manager of Le Gant Homes LLC, a Texas limited liability company general partner, on behalf of Sanger Circle Property, LP, a Texas limited partnership.




Notary Public, State of Texas
My commission expires: _____

AFTER RECORDING RETURN TO:

Le Gant Homes LLC
3015 Country Square Rd. #1045, Carrollton, TX 75006

**** Electronically Filed Document ****

Denton County
Juli Luke
County Clerk

Document Number: 2016-16023

Recorded As : ERX-WARRANTY DEED

Recorded On: February 16, 2016

Recorded At: 10:44:52 am

Number of Pages: 4

Recording Fee: \$38.00

Parties:

Direct- SANGER CIRCLE PROPERTY LP

Indirect-

Receipt Number: 1390154

Processed By: Timothy Duvall

***** 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.



THE STATE OF TEXAS)
COUNTY OF DENTON]

I hereby certify that this instrument was FILED in the File Number sequence on the date/time
printed hereon, and was duly RECORDED in the Official Records of Denton County, Texas.

Juli Luke

County Clerk -
Denton County, Texas

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.

Special Warranty Deed with Vendor's Lien

Date: February 16, 2016

Grantor: Sanger Circle Property, LP, a Texas limited partnership

Grantor's Mailing Address:

Sanger Circle Property, LP
3015 Country Square Rd. #1045, Carrollton, TX 75006

Grantee: Villas 1463, LLC, a Texas limited liability company

Grantee's Mailing Address:

Villas 1463, LLC
3015 Country Square Rd. #1045, Carrollton, TX 75006

Consideration:

A note of even date executed by Grantee and payable to the order of Grantor in the principal amount of TWENTY-NINE THOUSAND AND NO/100 DOLLARS (\$29,000.00). The note is secured by a first and superior vendor's lien and superior title retained in this deed and by a first-lien deed of trust of even date from Grantee to Tom Jester, trustee.

Property (including any improvements):

Lot 6A, Block A, of Marion Point Acres, an addition to the E.T.J. of City of Sanger, Denton County, Texas, according to the Map or Plat thereof recorded in/under Clerks File No. 2015-62, Map/Plat Records, Denton County, Texas.

Reservations from Conveyance:

None

Exceptions to Conveyance and Warranty:

Liens described as part of the Consideration and any other liens described in this deed as being either assumed by Grantee or subject to which title is taken by Grantee; validly existing restrictive covenants common to the platted subdivision in which the Property is located; standby

fees, taxes, and assessments by any taxing authority for the year 2016 and subsequent years, and subsequent taxes and assessments by any taxing authority for prior years due to change in land usage or ownership; public utility easement, 8' in width, along the South and West property line, as recorded in/under Clerk's File No. 2015-62, Map/Plat Records, Denton County, Texas; easement, right of way and/or agreement by and between Aetna Life Insurance Company, a corporation and Denton County Electric Cooperative, Inc., by instrument dated 8/4/1937, filed 8/29/1953, recorded in/under Volume 401, Page 6, Real Property Records, Denton County, Texas; easement, right of way and/or agreement by and between C.H. Easley and Bolivar Water Supply Corporation, by instrument dated 5/13/1970, filed 6/10/1970, recorded in/under Volume 603, Page 149, Real Property Records, Denton County, Texas; validly existing utility easements created by the dedication deed or plat of the subdivision in which the Property is located; any discrepancies, conflicts, or shortages in area or boundary lines, or any encroachments or protrusions, or any overlapping of improvements; homestead or community property or survivorship rights, if any, of any spouse of Grantee; and any validly existing titles or rights asserted by anyone, including but not limited to persons, the public, corporations, governments, or other entities, to (a) tidelands or lands comprising the shores or beds of navigable or perennial rivers and streams, lakes, bays, gulfs, or oceans, (b) lands beyond the line of the harbor or bulkhead lines as established or changed by any government, (c) filled-in lands or artificial islands, (d) water rights, including riparian rights, or (e) the area extending from the line of mean low tide to the line of vegetation or the right of access to that area or easement along and across that area.

To the extent they validly exist:

1. Vendor's Lien retained in Deed dated 11/21/2013, filed 11/26/2013, recorded in/under Clerk's File No. 2013-141138, Real Property Records, Denton County, Texas, from Corinne E. Millar, an individual, to Sanger Circle Partners, LP, a Texas limited partnership, securing the payment of one note in the principal amount of \$72,500.00, bearing interest and payable as therein provided to the order of Corinne E. Millar, an individual; additionally secured by Deed of Trust of even date therewith, executed by Sanger Circle Property, LP, a Texas limited partnership; recorded in/under Clerk's File No. 2013-141139, Real Property Records, Denton County, Texas.

2. Vendor's Lien retained in Deed dated 11/21/2013, filed 11/26/2013, recorded in/under Clerk's File No. 2013-141142, Real Property Records, Denton County, Texas, from Corinne E. Millar, Trustee of the Mary A. Millar Trust to Sanger Circle Property, LP, a Texas limited partnership, securing the payment of one note in the principal amount of \$72,500.00, bearing interest and payable as therein provided to the order of Corinne E. Millar, Trustee of the Mary A. Millar Trust; additionally secured by Deed of Trust of even date therewith, executed by Sanger Circle Property, LP, a Texas limited partnership; recorded in/under Clerk's File No. 2013-141143, Real Property Records, Denton County, Texas.

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 when the claim is by, through, or under Grantor but not otherwise, except as to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty.

The vendor's lien against and superior title to the Property are retained until each note described is fully paid according to its terms, at which time this deed will become absolute.

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

SANGER CIRCLE PROPERTY, LP
a Texas limited partnership

By: Le Gant Homes LLC
a Texas limited liability company
General Partner

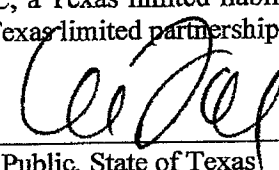
By: 
Edwin McBirney, Manager

STATE OF TEXAS)

COUNTY OF Denton)

This instrument was acknowledged before me on Feb 16, 2016, by Edwin McBirney, Manager of Le Gant Homes LLC, a Texas limited liability company general partner, on behalf of Sanger Circle Property, LP, a Texas limited partnership.




Notary Public, State of Texas
My commission expires: _____

AFTER RECORDING RETURN TO:

Villas 1463, LLC
3015 Country Square Rd. #1045, Carrollton, TX 75006

**** Electronically Filed Document ****

Denton County
Juli Luke
County Clerk

Document Number: 2016-16020

Recorded As : ERX-WARRANTY DEED

Recorded On: February 16, 2016

Recorded At: 10:44:31 am

Number of Pages: 4

Recording Fee: \$38.00

Parties:

Direct- SANGER CIRCLE PROPERTY LP
Indirect-

Receipt Number: 1390151

Processed By: Timothy Duvall

***** 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.



THE STATE OF TEXAS
COUNTY OF DENTON

I hereby certify that this instrument was FILED in the File Number sequence on the date/time
printed herein, and was duly RECORDED in the Official Records of Denton County, Texas.

Juli Luke

County Clerk
Denton County, Texas

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Special Warranty Deed with Vendor's Lien

Date: February 16, 2016

Grantor: Sanger Circle Property, LP, a Texas limited partnership

Grantor's Mailing Address:

Sanger Circle Property, LP
3015 Country Square Rd. #1045, Carrollton, TX 75006

Grantee: Crutcher Investments, LLC, a Texas limited liability company

Grantee's Mailing Address:

Crutcher Investments, LLC
5860 Clear Water Drive, The Colony, TX 75056

Consideration:

A note of even date executed by Grantee and payable to the order of Grantor in the principal amount of TWENTY-NINE THOUSAND AND NO/100 DOLLARS (\$29,000.00). The note is secured by a first and superior vendor's lien and superior title retained in this deed and by a first-lien deed of trust of even date from Grantee to Tom Jester, trustee.

Property (including any improvements):

Lot 3A, Block A, of Marion Point Acres, an addition to the E.T.J. of City of Sanger, Denton County, Texas, according to the Map or Plat thereof recorded in/under Clerks File No. 2015-62, Map/Plat Records, Denton County, Texas.

Reservations from Conveyance:

None

Exceptions to Conveyance and Warranty:

Liens described as part of the Consideration and any other liens described in this deed as being either assumed by Grantee or subject to which title is taken by Grantee; validly existing restrictive covenants common to the platted subdivision in which the Property is located; standby

fees, taxes, and assessments by any taxing authority for the year 2016 and subsequent years, and subsequent taxes and assessments by any taxing authority for prior years due to change in land usage or ownership; public utility easement, 8' in width, along the South and West property line, as recorded in/under Clerk's File No. 2015-62, Map/Plat Records, Denton County, Texas; easement, right of way and/or agreement by and between Aetna Life Insurance Company, a corporation and Denton County Electric Cooperative, Inc., by instrument dated 8/4/1937, filed 8/29/1953, recorded in/under Volume 401, Page 6, Real Property Records, Denton County, Texas; easement, right of way and/or agreement by and between C.H. Easley and Bolivar Water Supply Corporation, by instrument dated 5/13/1970, filed 6/10/1970, recorded in/under Volume 603, Page 149, Real Property Records, Denton County, Texas; validly existing utility easements created by the dedication deed or plat of the subdivision in which the Property is located; any discrepancies, conflicts, or shortages in area or boundary lines, or any encroachments or protrusions, or any overlapping of improvements; homestead or community property or survivorship rights, if any, of any spouse of Grantee; and any validly existing titles or rights asserted by anyone, including but not limited to persons, the public, corporations, governments, or other entities, to (a) tidelands or lands comprising the shores or beds of navigable or perennial rivers and streams, lakes, bays, gulfs, or oceans, (b) lands beyond the line of the harbor or bulkhead lines as established or changed by any government, (c) filled-in lands or artificial islands, (d) water rights, including riparian rights, or (e) the area extending from the line of mean low tide to the line of vegetation or the right of access to that area or easement along and across that area.

To the extent they validly exist:

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2. Vendor's Lien retained in Deed dated 11/21/2013, filed 11/26/2013, recorded in/under Clerk's File No. 2013-141142, Real Property Records, Denton County, Texas, from Corinne E. Millar, Trustee of the Mary A. Millar Trust to Sanger Circle Property, LP, a Texas limited partnership, securing the payment of one note in the principal amount of \$72,500.00, bearing interest and payable as therein provided to the order of Corinne E. Millar, Trustee of the Mary A. Millar Trust; additionally secured by Deed of Trust of even date therewith, executed by Sanger Circle Property, LP, a Texas limited partnership; recorded in/under Clerk's File No. 2013-141143, Real Property Records, Denton County, Texas.

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 when the claim is by, through, or under Grantor but not otherwise, except as to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty.

The vendor's lien against and superior title to the Property are retained until each note described is fully paid according to its terms, at which time this deed will become absolute.

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

SANGER CIRCLE PROPERTY, LP
a Texas limited partnership

By: Le Gant Homes, LLC
a Texas limited liability company
General Partner

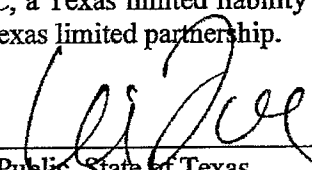
By: 
Edwin McBirney, Manager

STATE OF TEXAS)

COUNTY OF Denton)

This instrument was acknowledged before me on Feb. 16, 2016, by Edwin McBirney, Manager of Le Gant Homes, LLC, a Texas limited liability company general partner, on behalf of Sanger Circle Property, LP, a Texas limited partnership.




Notary Public, State of Texas
My commission expires: _____

AFTER RECORDING RETURN TO:

Crutcher Investments, LLC
5860 Clear Water Drive, The Colony, TX 75056

**** Electronically Filed Document ****

Denton County
Juli Luke
County Clerk

Document Number: 2016-16018

Recorded As : ERX-WARRANTY DEED

Recorded On: February 16, 2016

Recorded At: 10:44:18 am

Number of Pages: 4

Recording Fee: \$38.00

Parties:

Direct- SANGER CIRCLE PROPERTY LP
Indirect-

Receipt Number: 1390149

Processed By: Timothy Duvall

***** 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.



THE STATE OF TEXAS)
COUNTY OF DENTON)

I hereby certify that this instrument was FILED in the File Number sequence on the date/time
printed hereon, and was duly RECORDED in the Official Records of Denton County, Texas.

Juli Luke

County Clerk -
Denton County, Texas

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Special Warranty Deed with Vendor's Lien

Date: February 16, 2016

Grantor: Sanger Circle Property, LP, a Texas limited partnership

Grantor's Mailing Address:

Sanger Circle Property, LP
3015 Country Square Rd. #1045, Carrollton, TX 75006

Grantee: JEM Properties, Inc., a Texas corporation

Grantee's Mailing Address:

JEM Properties, Inc.
6959 Lebanon Road, Suite 212, Frisco, TX 75034

Consideration:

A note of even date executed by Grantee and payable to the order of Grantor in the principal amount of TWENTY-NINE THOUSAND AND NO/100 DOLLARS (\$29,000.00). The note is secured by a first and superior vendor's lien and superior title retained in this deed and by a first-lien deed of trust of even date from Grantee to Tom Jester, trustee.

Property (including any improvements):

Lot 4A, Block A, of Marion Point Acres, an addition to the E.T.J. of City of Sanger, Denton County, Texas, according to the Map or Plat thereof recorded in/under Clerks File No. 2015-62, Map/Plat Records, Denton County, Texas.

Reservations from Conveyance:

None

Exceptions to Conveyance and Warranty:

Liens described as part of the Consideration and any other liens described in this deed as being either assumed by Grantee or subject to which title is taken by Grantee; validly existing restrictive covenants common to the platted subdivision in which the Property is located; standby