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PETITION BY THE SANCTUARY	§	BEFORE THE PUBLIC UTILITY COMMISSION
TEXAS, LLC,	§	FILING CLERK
FOR EXPEDITED RELEASE FROM	§	
WATER CCN NO. 13201 HELD BY	§	PUBLIC UTILITY COMMISSION
BY AQUA TEXAS IN	§	
DENTON COUNTY	§	OF TEXAS

**FIRST AMENDED PETITION BY THE SANCTUARY TEXAS, LLC FOR EXPEDITED
RELEASE PURSUANT TO TEXAS WATER CODE SECTION 13.2541**

TO THE PUBLIC UTILITY COMMISSION OF TEXAS:

The Sanctuary Texas, LLC ("Petitioner") files its First Amended Petition with the Public Utility Commission of Texas (the "PUC") for expedited release from Aqua Texas's ("Aqua") water certificate of convenience and necessity ("CCN") No. 13201; pursuant to (i) Texas Water Code Section 13.2541, and (ii) 16 Texas Administrative Code Section 24.245; and in support thereof would respectfully show as follows:

I. APPLICABLE REGULATIONS

Section 13.2541 of the Texas Water Code provides that the owner of a tract of land that is at least 25 acres and that is not receiving water or sewer service may petition for expedited release of the area from a CCN.¹ For land that is located within a county with a population of at least one million, or a county adjacent to a county with a population of at least one million, the owner of the qualifying tract "is entitled to that release."² The rule adopted by the PUC pursuant to Section 13.2541 provides the same, and it recognizes that Denton County is a county in which

¹ TEXAS WATER CODE §13.2541

² *Id.*

owners of at least 25 acres are entitled to expedited release.³ Under Section 13.2541(c), the PUC “shall grant a petition not later than the 60th day after the date the landowner files the petition.”

II. REQUEST FOR EXPEDITED RELEASE

Petitioner owns approximately 70.146 acres of contiguous property in Denton County (the “Property”). The Property is within the boundaries of water CCN No. 13201, held by Aqua. The Property does not receive service from any water or sewer service provider. An Affidavit in support of this Petition is attached hereto as Exhibit “A.” A general location map, a detailed map of the tract, and a metes and bounds survey are attached as Exhibits “B-1, B-2 and B-3.” A deed of trust showing ownership of the Property, and a Owner Policy of Title Insurance referencing Petitioner as title holder, describing the land, and referencing the deed of trust are attached hereto as Exhibits “C-1 and C-2.”

III. CONCLUSION AND PRAYER

Texas Water Code Section 13.2541 entitles Petitioner to expedited release of the Property described herein. The Property is greater than 25 acres, is not receiving water or sewer service, and are entirely within Denton County. Under Section 13.2541, the PUC should grant this Petition no later than the 60th day after the date of filing. Petitioner respectfully requests that the PUC grant this Petition and issue an order under the authority of Section 13.2541 releasing all portions of the Property that are within the boundaries of water CCN No. 13201.

³ 16 Tex. Admin. Code § 24.245

Respectfully submitted,

COATS | ROSE

By:



Natalie B. Scott

State Bar No. 24027970

nscott@coatsrose.com

Terrace 2

2700 Via Fortuna, Suite 350

Austin, Texas 78746

(512) 469-7987 Telephone

(512) 469-9408 Telecopier

**ATTORNEY FOR PETITIONER
THE SANCTUARY TEXAS, LLC**

CERTIFICATE OF SERVICE

I hereby certify that on this 10th day of February, 2020, a true and correct copy of the Petition by The Sanctuary Texas, LLC for Expedited Release Pursuant to Texas Water Code Section 13.254(a-5) was sent, via certified mail, return receipt requested to the following recipient at the address indicated.

Geoffrey P. Kirshbaum
TERRILL & WALDROP
810 W. 10th Street
Austin, Texas 78701
Counsel for Aqua Texas, Inc.

Via Certified Mail, RRR

CSC-Lawyers Incorporating Service Company
211 E. 7th Street, Suite 620
Austin, Texas 78701-3218

Via Certified Mail, RRR


Natalie B. Scott

EXHIBIT “A”

Affidavit of Marlon McMakin

PETITION BY THE SANCTUARY	§	BEFORE THE
TEXAS, LLC,	§	
FOR EXPEDITED RELEASE FROM	§	
WATER CCN NO. 13201 HELD BY	§	PUBLIC UTILITY COMMISSION
BY AQUA TEXAS IN	§	
DENTON COUNTY	§	OF TEXAS

**AFFIDAVIT OF MARLON MCMAKIN IN SUPPORT OF PETITION FOR EXPEDITED
RELEASE FROM WATER CCN NO. 13201 HELD BY AQUA TEXAS, PURSUANT TO
TEXAS WATER CODE SECTION 13.2541**

STATE OF TEXAS §

COUNTY OF DENTON §

BEFORE ME, the undersigned notary, personally appeared Marlon McMakin, the affiant, a person who is known to me. After administering an oath, the affiant testified that:

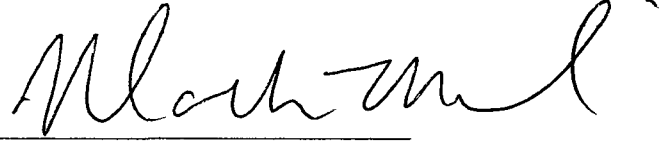
1. “My name is Marlon McMakin. I am over the age of eighteen years, of sound mind, and am capable of making this affidavit. The facts stated in this affidavit are within my personal knowledge and are true and correct.

2. I am the Managing Member of The Sanctuary Texas, LLC, the Petitioner in the above-captioned matter. Petitioner owns approximately 70.146 acres of land, which appears to be located within the boundaries of water CCN No. 13201 issued to Aqua Texas. This property is located in Denton County, Texas. Exhibits “B-1, B-2 and B-3” attached to this Petition are true and correct copies of a general location map, a detailed map of the tract, and a metes and bounds survey. Petitioner is owner of this land as evidenced by the deed of trust and the Owner Policy of Title Insurance (“Title Policy”), attached as Exhibits C-1 and C-2. The Title Policy identifies Petitioner as the Title Holder. *See* p. 7 at ¶3. The Title Policy also describes the Property, and references the deed of trust. *See* pp. 8-19, p. 13 at ¶1.

3. Petitioner’s property is not receiving water or sewer service from Aqua Texas or any other water or sewer service provider. The property has not requested water or sewer service from Aqua Texas or paid any fees or charges to initiate or maintain water or sewer service, and there are no billing records or other documents indicating an existing account for the Properties.

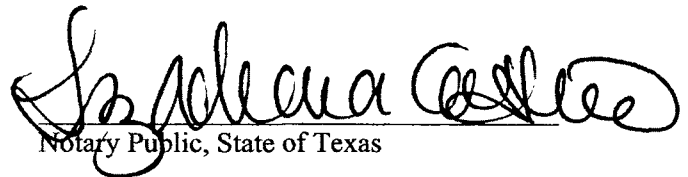
4. I request that the Public Utility Commission of Texas release these Properties from water CCN No. 13201."

FURTHER AFFIANT SAYETH NOT.



Marlon McMakin

SWORN TO AND SUBSCRIBED TO BEFORE ME by Marlon McMakin on 6th February, 2020.



Notary Public, State of Texas

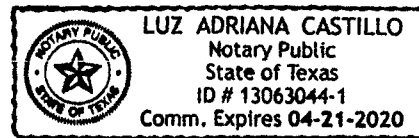
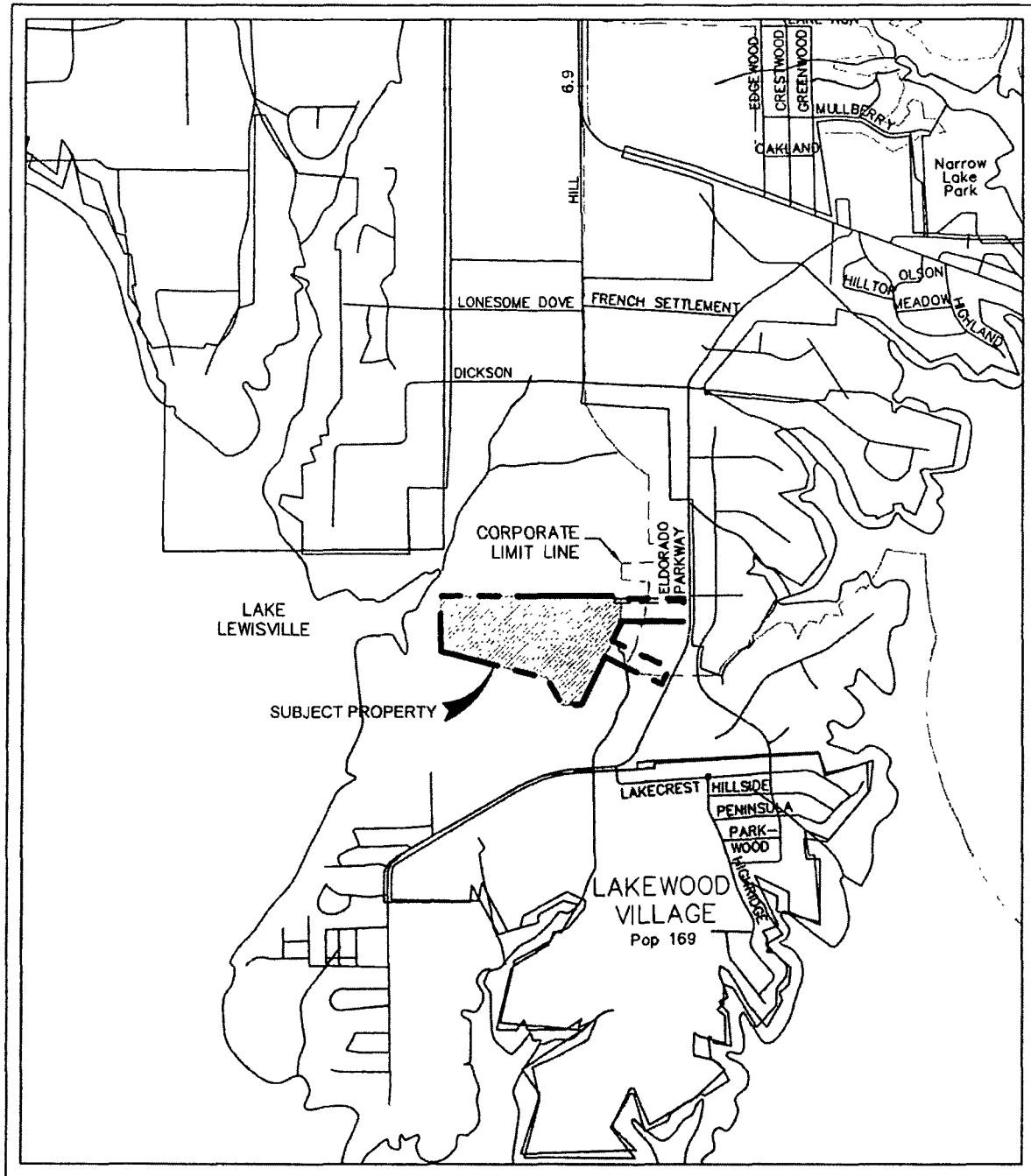


EXHIBIT “B-1”
General Location Map



VICINITY MAP

SCALE: 1" = 2,000'

The Sanctuary at Sunset Cove

Town of Lakewood Village, Texas
February 2020

Kimley»Horn

13455 Noel Road
Two Galleria Office Tower, Suite 700
Dallas, TX 75240
State of Texas Registration No. F-928

NOT A PROFESSIONAL ENGINEERING OR ARCHITECTURAL DRAWING. THE SUBJECT OF A SURVEY. CONSULTANT UTILIZED LANDSAT WITH NA CITY, ETC.

EXHIBIT “B-2”

Detailed Map

NOTES:

1. BEARING BASIS DERIVED FROM GPS OBSERVATIONS MADE ON THE GROUND. TEXAS NORTH CENTRAL M.D. 83.
2. THIS SURVEY WAS PREPARED WITHOUT THE BENEFIT OF A CURRENT TITLE COMMITMENT. THERE MAY BE EASEMENTS AND OTHER ENCUMBRANCES THAT AFFECT THE SUBJECT TRACT THAT ARE NOT SHOWN HEREON.

TO 146 ACRES
CHRISTOPHER C. DICKSON SURVEY, A-339
DENTON COUNTY, TEXAS

FIELD NOTES TO ALL THAT CERTAIN TRACT OR PARCEL OF LAND SITUATED IN THE CHRISTOPHER C. DICKSON SURVEY, ABSTRACT NO. 339, DENTON COUNTY, TEXAS, BEING ALL OF LOTS 1-4, CARDINAL RIDGE ESTATES, ACCORDING TO THE MAP ON PLAT THEREOF RECORDED IN CADDIS P. PAGE 236, PLAT RECORDS, DENTON COUNTY, TEXAS AND BEING ALL OF THAT CERTAIN CALLED 4.83 ACRE TRACT OF LAND DESCRIBED IN DEED TO BRODERICK S. HARVEY AND MARY L. HARVEY, RECORDED IN VOLUME 8981, PAGE 426, REAL PROPERTY RECORDS, DENTON COUNTY, TEXAS:

BEGINNING AT A CAPPED IRON ROD FOUND FOR THE SOUTHWEST CORNER OF THAT CERTAIN CALLED 70.146 ACRE TRACT OF LAND DESCRIBED IN DEED TO PD WEST ELM PROPERTIES, LTD., RECORDED IN DOCUMENT NO. 2023-11846, REAL PROPERTY RECORDS, DENTON COUNTY, TEXAS AND THE NORTHWEST CORNER OF SAID CARDINAL RIDGE ESTATES, SAME BEING THE NORTHWEST CORNER OF LOT 2:

THENCE NORTH 80 DEGREES 35 MINUTES 30 SECONDS EAST, WITH THE SOUTH LINE OF SAID CALLED TO 14 ACRE TRACT OF LAND AND THE NORTH LINE OF SAID CARDINAL RIDGE ESTATES, PASSING AT 88.08 FEET A CAPPED IRON ROD FOUND FOR THE NORTHEAST CORNER OF SAID LOT 1 AND THE NORTHEAST CORNER OF LOT 1, PASSING AT 1187.36 A CAPPED IRON ROD FOUND FOR THE NORTHEAST CORNER OF SAID LOT 7 AND THE NORTHEAST CORNER OF LOT 8, PASSING AT 1831.83 A CAPPED IRON ROD FOUND FOR THE NORTHEAST CORNER OF SAID LOT 8 AND THE NORTHEAST CORNER OF LOT 8, CONTINUING FOR A TOTAL DISTANCE OF 2420.18 FEET TO A CAPPED IRON ROD FOUND FOR THE NORTHEAST CORNER OF SAID LOT 8:

THENCE SOUTH 00 DEGREES 27 MINUTES 11 SECONDS EAST, WITH THE EAST LINE OF SAID LOT 8, A DISTANCE OF 36.86 FEET TO A 10-INCH IRON ROD FOUND IN THE NORTH LINE OF AN EGRESS AND EGRESS EASEMENT, RECORDED IN DOCUMENT NO. 45-81161, DEED RECORDS, DENTON COUNTY, TEXAS, KNOWN AS CARDINAL RIDGE LANE, FOR THE SOUTHEAST CORNER OF SAID LOT 8:

THENCE SOUTH 89 DEGREES 47 MINUTES 30 SECONDS EAST, WITH THE NORTH LINE OF SAID EGRESS AND EGRESS EASEMENT AND THE NORTH LINE OF SAID CARDINAL RIDGE ESTATES, PASSING THE SOUTHWEST CORNER OF SAID CALLED 70.146 ACRE TRACT OF LAND, SAME BEING THE SOUTHWEST CORNER OF THAT CERTAIN TRACT OF LAND DESCRIBED IN DEED TO D. & C. VAN HUYLEN, RECORDED IN DOCUMENT NO. 93-3306, DEED RECORDS, DENTON COUNTY, TEXAS, CONTINUING WITH THE SOUTH LINE OF SAID EGRESS TRACT FOR A DISTANCE OF 806.65 FEET TO A CAPPED IRON ROD FOUND IN THE WEST RIGHT-OF-WAY LINE OF W. ELDRADO PARKWAY FOR THE NORTHEAST CORNER OF SAID EGRESS AND EGRESS EASEMENT AND THE SOUTHEAST CORNER OF SAID VAN HUYLEN TRACT:

THENCE SOUTH 00 DEGREES 24 MINUTES 19 SECONDS WEST, WITH SAID RIGHT-OF-WAY, PASSING THE SOUTHWEST CORNER OF SAID EGRESS AND EGRESS EASEMENT, SAME BEING THE NORTHEAST CORNER OF THAT CERTAIN CALLED 4.83 ACRE TRACT OF LAND DESCRIBED IN DEED TO BRODERICK S. HARVEY AND MARY L. HARVEY, RECORDED IN VOLUME 8981, PAGE 426, DEED RECORDS, DENTON COUNTY, TEXAS, CONTINUING FOR A DISTANCE OF 389.87 FEET TO A CAPPED IRON ROD FOUND FOR THE SOUTHWEST CORNER OF SAID CALLED 4.83 ACRE TRACT OF LAND AND THE NORTHEAST CORNER OF THAT CERTAIN CALLED 4.83 ACRE TRACT OF LAND DESCRIBED IN DEED TO BRODERICK STEVE HARVEY, RECORDED IN DOCUMENT NO. 2008-25333, REAL PROPERTY RECORDS, DENTON COUNTY, TEXAS:

THENCE NORTH 80 DEGREES 45 MINUTES 53 SECONDS WEST, WITH THE NORTH LINE OF SAID CALLED 4.83 ACRE TRACT OF LAND AND THE SOUTH LINE OF SAID CALLED 4.83 ACRE TRACT OF LAND, A DISTANCE OF 4.693 ACRE TRACT OF LAND AND THE SOUTH LINE OF SAID CALLED 4.83 ACRE TRACT OF LAND, A DISTANCE OF 4.693 ACRE TRACT OF LAND TO A CAPPED IRON ROD FOUND IN AN EASTERN LINE OF LOT 1 OF SAID CARDINAL RIDGE ESTATES FOR THE NORTHEAST CORNER OF SAID CALLED 4.83 ACRE TRACT OF LAND AND THE SOUTHWEST CORNER OF SAID CALLED 4.83 ACRE TRACT OF LAND:

THENCE SOUTH 00 DEGREES 36 MINUTES 07 SECONDS WEST, WITH SAID EASTERN LINE AND THE WEST LINE OF SAID CALLED 4.83 ACRE TRACT OF LAND, A DISTANCE OF 33.54 FEET TO A CAPPED IRON ROD FOUND FOR CORNER THENCE SOUTH 25 DEGREES 30 MINUTES 04 SECONDS WEST, CONTINUING WITH SAID EASTERN LINE AND SAID WEST LINE, A DISTANCE OF 17.86 FEET TO A CAPPED IRON ROD FOUND FOR THE SOUTHWEST CORNER OF SAID CALLED 4.83 ACRE TRACT OF LAND AND THE NORTHEAST CORNER OF THAT CERTAIN CALLED 4.83 ACRE TRACT OF LAND DESCRIBED IN DEED TO CRAIG J. BYLER AND WIFE, REBECCA J. BYLER, RECORDED IN VOLUME 4481, PAGE 3618, DEED RECORDS, DENTON COUNTY, TEXAS:

THENCE SOUTH 36 DEGREES 41 MINUTES 28 SECONDS WEST, CONTINUING WITH SAID EASTERN LINE AND THE WEST LINE OF SAID CALLED 4.83 ACRE TRACT OF LAND, A DISTANCE OF 462.86 FEET TO A 10-INCH IRON ROD FOUND FOR THE SOUTHWEST CORNER OF SAID CALLED 4.83 ACRE TRACT OF LAND AND THE NORTHEAST CORNER OF THAT CERTAIN CALLED 4.83 ACRE TRACT OF LAND:

THENCE SOUTH 84 DEGREES 18 MINUTES 45 SECONDS EAST, WITH SAID NORTHEAST LINE AND THE SOUTH LINE OF SAID CALLED 4.83 ACRE TRACT OF LAND, A DISTANCE OF 462.86 FEET TO A CAPPED IRON ROD FOUND IN THE WEST RIGHT-OF-WAY LINE OF SAID EGRESS TRACT FOR THE MOST EASTERN NORTHEAST CORNER OF SAID LOT 1 AND THE SOUTHWEST CORNER OF SAID CALLED 4.83 ACRE TRACT OF LAND:

THENCE SOUTH 36 DEGREES 02 MINUTES 26 SECONDS WEST, WITH SAID RIGHT-OF-WAY AND THE MOST EASTERN LINE OF SAID LOT 1, A DISTANCE OF 268.89 FEET TO A CAPPED IRON ROD FOUND FOR THE MOST EASTERN SOUTHWEST CORNER OF SAID LOT 1 AND THE NORTHEAST CORNER OF THE REMAINDER OF THAT CERTAIN CALLED 5.143 ACRE TRACT OF LAND DESCRIBED IN DEED AS TRACT ONE TO CYNTHIA J. FLAGMAN, RECORDED IN DOCUMENT NO. 2013-3928, REAL PROPERTY RECORDS, DENTON COUNTY, TEXAS:

THENCE NORTH 80 DEGREES 17 MINUTES 46 SECONDS WEST, WITH THE NORTH LINE OF SAID TRACT ONE AND A SOUTHERLY LINE OF SAID LOT 1, A DISTANCE OF 880.85 FEET TO A CAPPED IRON ROD FOUND ON AN EASTERN LINE OF SAID LOT 1 FOR THE NORTHEAST CORNER OF SAID TRACT ONE:

THENCE SOUTH 26 DEGREES 42 MINUTES 26 SECONDS WEST, WITH SAID EASTERN LINE AND THE WEST LINE OF SAID TRACT ONE, PASSING THE SOUTHWEST CORNER OF SAID TRACT ONE, SAME BEING THE NORTHEAST CORNER OF THE REMAINDER OF THAT CERTAIN CALLED 5.143 ACRE TRACT OF LAND DESCRIBED AS TRACT TWO IN DEED TO CYNTHIA J. FLAGMAN, RECORDED IN DOCUMENT NO. 2013-3928, REAL PROPERTY RECORDS, DENTON COUNTY, TEXAS, CONTINUING WITH THE WEST LINE OF SAID TRACT TWO AND PASSING THE SOUTHWEST CORNER THEREOF, SAME BEING THE NORTHEAST CORNER OF THAT CERTAIN CALLED 5.143 ACRE TRACT OF LAND DESCRIBED IN DEED TO GUARANTEE PARTNERS, L.L.C., RECORDED IN DOCUMENT NO. 2011-2778, REAL PROPERTY RECORDS, DENTON COUNTY, TEXAS, CONTINUING WITH THE WEST LINE OF SAID CALLED 5.143 ACRE TRACT OF LAND FOR A TOTAL DISTANCE OF 732.30 FEET TO A CAPPED IRON ROD SET IN THE SOUTH LINE OF CARDINAL RIDGE ESTATES FOR THE SOUTHWEST CORNER OF SAID CALLED 5.143 ACRE TRACT OF LAND, THE MOST NORTHERLY NORTHEAST CORNER OF THAT CERTAIN CALLED 4.786 ACRE TRACT OF LAND DESCRIBED IN DEED TO VANDAN KHOIRAVY AND MONTANAN FALLAVAN, RECORDED IN DOCUMENT NO. 2011-5378, REAL PROPERTY RECORDS, DENTON COUNTY, TEXAS AND THE MOST SOUTHERLY SOUTHWEST CORNER OF SAID LOT 1:

THENCE SOUTH 87 DEGREES 30 MINUTES 37 SECONDS WEST, WITH THE SOUTHERLY LINE OF SAID LOT 1 AND SAID CARDINAL RIDGE ESTATES AND THE NORTH LINE OF SAID CALLED 4.786 ACRE TRACT OF LAND, PASSING A CAPPED IRON ROD FOUND FOR THE NORTHEAST CORNER OF SAID CALLED 4.786 ACRE TRACT OF LAND AND THE NORTHEAST CORNER OF THAT CERTAIN CALLED 5.143 ACRE TRACT OF LAND DESCRIBED IN DEED TO JEFFREY SCOTT GOSLITON, RECORDED IN DOCUMENT NO. 94-4188, DEED RECORDS, DENTON COUNTY, TEXAS AT 842 FEET, CONTINUING WITH THE NORTH LINE OF SAID CALLED 5.143 ACRE TRACT OF LAND FOR A TOTAL DISTANCE OF 265.88 FEET TO A 10-INCH IRON ROD FOUND FOR THE MOST SOUTHERLY CORNER OF SAID LOT 1, THE NORTHEAST CORNER OF SAID CALLED 5.143 ACRE TRACT OF LAND, THE NORTHEAST CORNER OF THAT CERTAIN CALLED 4.808 ACRE TRACT OF LAND DESCRIBED AS TRACT 3 IN DEED TO BRODERICK S. HARVEY, RECORDED IN DOCUMENT NO. 2008-12013, REAL PROPERTY RECORDS, DENTON COUNTY, TEXAS AND THE MOST EASTERN CORNER OF THAT CERTAIN CALLED 16.011 ACRE TRACT OF LAND DESCRIBED IN DEED TO ALFRED W. LEISTONOW AND WIFE, JOAN E. LEISTONOW, RECORDED IN DOCUMENT NO. 94-4253, DEED RECORDS, DENTON COUNTY, TEXAS:

THENCE NORTH 31 DEGREES 18 MINUTES 47 SECONDS WEST, WITH THE SOUTHERLY LINE OF SAID LOT 1 AND SAID CARDINAL RIDGE ESTATES AND THE NORTH LINE OF SAID CALLED 16.011 ACRE TRACT OF LAND, A DISTANCE OF 441.82 FEET TO A 10-INCH IRON ROD FOUND FOR THE MOST WESTERLY CORNER OF SAID LOT 1, THE SOUTHWEST CORNER OF LOT 2 AND THE NORTHEAST CORNER OF SAID CALLED 16.011 ACRE TRACT OF LAND:

THENCE NORTH 78 DEGREES 14 MINUTES 50 SECONDS WEST, WITH THE SOUTH LINE OF SAID LOT 2 AND SAID CARDINAL RIDGE ESTATES AND THE NORTH LINE OF SAID CALLED 16.011 ACRE TRACT OF LAND, A DISTANCE OF 1488.72 FEET TO A 10-INCH IRON ROD FOUND IN THE WEST LINE OF SAID CARDINAL RIDGE ESTATES FOR THE SOUTHWEST CORNER OF SAID LOT 2 AND THE NORTHEAST CORNER OF SAID CALLED 16.011 ACRE TRACT OF LAND:

THENCE NORTH 00 DEGREES 41 MINUTES 37 SECONDS WEST, WITH THE WEST LINE OF SAID LOT 2 AND THE WEST LINE OF SAID CARDINAL RIDGE ESTATES, A DISTANCE OF 171.07 FEET TO A 10-INCH IRON ROD FOUND FOR THE NORTHEAST CORNER OF SAID LOT 2 AND THE SOUTHWEST CORNER OF LOT 5:

THENCE NORTH 00 DEGREES 45 MINUTES 27 SECONDS WEST, WITH THE WEST LINE OF LOT 4 AND THE WEST LINE OF SAID CARDINAL RIDGE ESTATES, PASSING AT 297.01 FEET A CAPPED IRON ROD FOUND FOR THE NORTHEAST CORNER OF SAID LOT 4 AND THE SOUTHWEST CORNER OF SAID LOT 6, CONTINUING FOR A TOTAL DISTANCE OF 882.97 FEET TO THE POINT OF BEGINNING AND CONTAINING 70.146 ACRES OF LAND, MORE OR LESS.

CERTIFICATION:

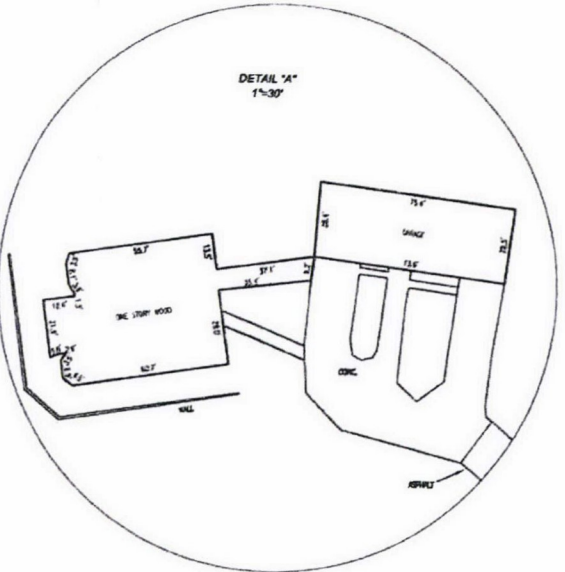
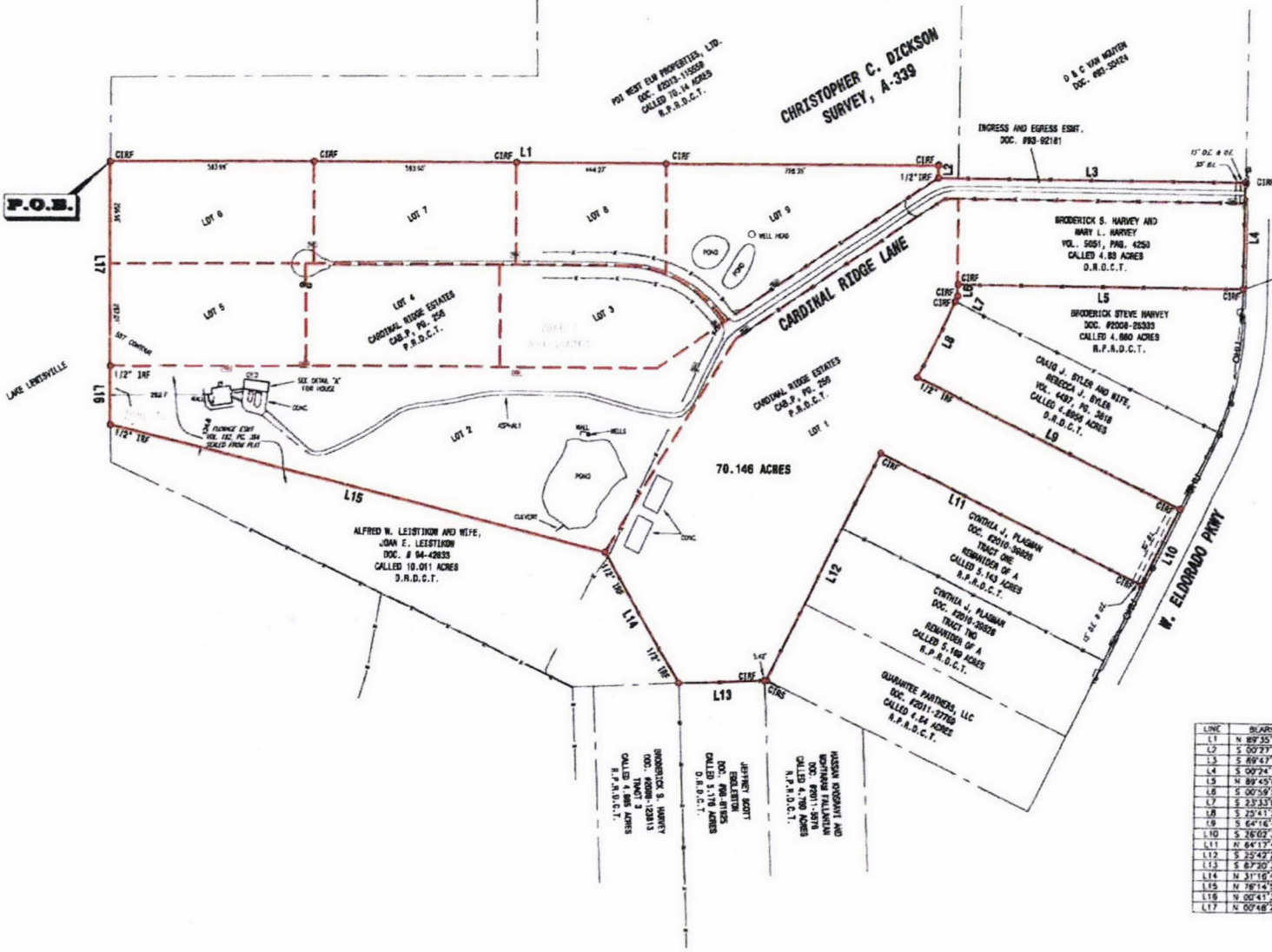
I HEREBY CERTIFY THAT THIS SURVEY HAS BEEN PREPARED FROM AN ACCURATE ON-THE-GROUND SURVEY OF THE PREMISES SPECIFIED HEREON AND DESCRIBED IN THE LEGAL DESCRIPTION ATTACHED HERETO, CONDUCTED UNDER MY DIRECTION AND SUPERVISION ON 05/02/2018 AND THAT THE FINDINGS AND RESULTS OF SAID SURVEY ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

J.E. Thompson
J.E. THOMPSON R.P.L.S. No. 4857



LEGEND	
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2	BOUNDARY CORNER
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LINE	BEARING	DISTANCE
1	N 89°35'34" E	2430.18'
2	S 00°17'11" E	36.86'
3	S 89°47'58" E	926.27'
4	S 06°24'19" W	303.57'
5	N 89°45'03" E	640.31'
6	S 00°58'57" W	33.54'
7	S 23°33'04" W	17.86'
8	S 23°11'29" W	245.80'
9	S 64°16'49" E	882.58'
10	S 76°02'36" W	245.65'
11	N 84°17'48" W	880.81'
12	S 23°42'29" W	717.59'
13	S 87°30'37" W	260.90'
14	N 31°16'47" W	441.82'
15	N 78°14'50" W	1488.72'
16	N 00°41'37" W	171.07'
17	N 00°48'27" W	583.97'

FLOOD STATEMENT: I HAVE EXAMINED THE F.E.M.A. FLOOD INSURANCE RATE MAP FOR DENTON COUNTY, TEXAS, COMMUNITY NUMBER 48074, EFFECTIVE DATE 6-18-11 AND THAT MAP INDICATES THAT A PORTION OF THIS PROPERTY IS WITHIN A "NON-SHADED ZONE" AS DEFINED AS "AREAS DETERMINED TO BE OUTSIDE 0.2% ANNUAL CHANCE FLOODPLAIN AND A PORTION OF THIS PROPERTY IS WITHIN "ZONE AS-DEVELOPED" DEFINED AS AREAS SUBJECT TO FLOODING BY THE 1% ANNUAL CHANCE FLOOD AS SHOWN IN PANEL 3415.0 OF SAID MAP. THIS FLOOD STATEMENT DOES NOT IMPLY THAT THE PROPERTY AND/OR STRUCTURES THEREON WILL BE FREE FROM FLOODING OR FLOOD DAMAGE, OR HAVE OCCASIONAL, GREATER FLOODS CAN AND WILL OCCUR AND FLOOD HEIGHTS MAY BE INCREASED BY MAN-MADE OR NATURAL CAUSES. THIS FLOOD STATEMENT SHALL NOT CREATE LIABILITY ON THE PART OF THE SURVEYOR.

LAND TITLE SURVEY
70.146 ACRES
IN THE CHRISTOPHER C. DICKSON SURVEY
ABSTRACT NO. 339
DENTON COUNTY, TEXAS

301 W. BROADWAY ST.
GAINESVILLE, TX 76240
PH: 817-855-9100
FAX: 817-855-9108

ERRORS: THE CLIENT OR CLIENT'S REPRESENTATIVES WILL HAVE 45 DAYS FROM THE DATE THE SURVEY WAS ISSUED TO CHANGE ANY MISPELLINGS OR ANY ERRORS IN THE SURVEY REPORT. AFTER THIS TIME HAS EXPIRED ALL PARTIES INVOLVED MUST ACCEPT THE SURVEY AS ISSUED.

DRAWN BY: DATE: JOB NO: SCALE: PAGE: 1 OF 1

EXHIBIT “B-3”

Survey

NOTES:

1. BEARING BASIS DERIVED FROM GPS OBSERVATIONS MADE ON THE GROUND TEXAS NORTH CENTRAL, NAD 83
2. THIS SURVEY WAS PREPARED WITHOUT THE BENEFIT OF A CURRENT TITLE COMMITMENT. THERE MAY BE EASEMENTS AND OTHER ENCUMBRANCES THAT AFFECT THE SUBJECT TRACT THAT ARE NOT SHOWN HEREON

70.146 ACRES
CHRISTOPHER C. DICKSON SURVEY, A-339
DENTON COUNTY, TEXAS

FIELD NOTES TO ALL THAT CERTAIN TRACT OR PARCEL OF LAND SITUATED IN THE CHRISTOPHER C. DICKSON SURVEY, ABSTRACT NO. 339, DENTON COUNTY, TEXAS, BEING ALL OF LOTS 1-8, CARDINAL RIDGE ESTATES, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN CABINET P, PAGE 258, PLAT RECORDS, DENTON COUNTY, TEXAS AND BEING ALL OF THAT CERTAIN CALLED 4.89 ACRE TRACT OF LAND DESCRIBED IN DEED TO BRODERICK S. HARVEY AND MARY L. HARVEY, RECORDED IN VOLUME 9251, PAGE 4250, REAL PROPERTY RECORDS, DENTON COUNTY, TEXAS.

BEGINNING AT A CAPPED IRON ROD FOUND FOR THE SOUTHWEST CORNER OF THAT CERTAIN CALLED 10.14 ACRE TRACT OF LAND DESCRIBED IN DEED TO P.O.B. WEST ELM PROPERTIES, LTD. RECORDED IN DOCUMENT NO. 2015-11466, REAL PROPERTY RECORDS, DENTON COUNTY, TEXAS AND THE NORTHWEST CORNER OF SAID CARDINAL RIDGE ESTATES, SAME BEING THE NORTHWEST CORNER OF LOT 8.

THENCE NORTH 85 DEGREES 35 MINUTES 36 SECONDS EAST, WITH THE SOUTH LINE OF SAID CALLED 70.146 ACRE TRACT OF LAND AND THE NORTH LINE OF SAID CARDINAL RIDGE ESTATES, PASSING AT 883.88 FEET A CAPPED IRON ROD FOUND FOR THE NORTHWEST CORNER OF SAID LOT 8 AND THE NORTHWEST CORNER OF LOT 7, PASSING AT 1187.51 A CAPPED IRON ROD FOUND FOR THE NORTHEAST CORNER OF SAID LOT 7 AND THE NORTHWEST CORNER OF LOT 6, PASSING AT 1831.83 A CAPPED IRON ROD FOUND FOR THE NORTHEAST CORNER OF SAID LOT 6 AND THE NORTHWEST CORNER OF LOT 5, CONTINUING FOR A TOTAL DISTANCE OF 2452.18 FEET TO A CAPPED IRON ROD FOUND FOR THE NORTHEAST CORNER OF SAID LOT 5.

THENCE SOUTH 00 DEGREES 27 MINUTES 11 SECONDS EAST, WITH THE EAST LINE OF SAID LOT 6, A DISTANCE OF 38.86 FEET TO A 1/2-INCH IRON ROD FOUND IN THE NORTH LINE OF AN INGRESS AND EGRESS EASEMENT, RECORDED IN DOCUMENT NO. 85-2141, DEED RECORDS, DENTON COUNTY, TEXAS, KNOWN AS CARDINAL RIDGE LANE, FOR THE SOUTHEAST CORNER OF SAID LOT 6.

THENCE SOUTH 89 DEGREES 47 MINUTES 56 SECONDS EAST, WITH THE NORTH LINE OF SAID INGRESS AND EGRESS EASEMENT AND THE NORTH LINE OF SAID CARDINAL RIDGE ESTATES, PASSING THE SOUTHEAST CORNER OF SAID CALLED 70.146 ACRE TRACT OF LAND, SAME BEING THE SOUTHWEST CORNER OF THAT CERTAIN TRACT OF LAND DESCRIBED IN DEED TO D. C. VAN NUYEN, RECORDED IN DOCUMENT NO. 84-3634, DEED RECORDS, DENTON COUNTY, TEXAS, CONTINUING WITH THE SOUTH LINE OF SAID INGRESS AND EGRESS EASEMENT FOR A DISTANCE OF 308.57 FEET TO A CAPPED IRON ROD FOUND FOR THE SOUTHEAST CORNER OF SAID CALLED 4.89 ACRE TRACT OF LAND AND THE NORTHEAST CORNER OF THAT CERTAIN CALLED 4.89 ACRE TRACT OF LAND DESCRIBED IN DEED TO BRODERICK S. HARVEY AND MARY L. HARVEY, RECORDED IN VOLUME 9251, PAGE 4250, REAL PROPERTY RECORDS, DENTON COUNTY, TEXAS, CONTINUING FOR A DISTANCE OF 308.57 FEET TO A CAPPED IRON ROD FOUND FOR THE SOUTHEAST CORNER OF SAID CALLED 4.89 ACRE TRACT OF LAND AND THE NORTHEAST CORNER OF THAT CERTAIN CALLED 4.89 ACRE TRACT OF LAND DESCRIBED IN DEED TO BRODERICK S. HARVEY AND MARY L. HARVEY, RECORDED IN VOLUME 9251, PAGE 4250, REAL PROPERTY RECORDS, DENTON COUNTY, TEXAS.

THENCE SOUTH 89 DEGREES 47 MINUTES 56 SECONDS WEST, WITH SAID RIGHT-OF-WAY, PASSING THE SOUTHWEST CORNER OF SAID INGRESS AND EGRESS EASEMENT, SAME BEING THE NORTHEAST CORNER OF THAT CERTAIN CALLED 4.89 ACRE TRACT OF LAND DESCRIBED IN DEED TO D. C. VAN NUYEN, RECORDED IN DOCUMENT NO. 84-3634, DEED RECORDS, DENTON COUNTY, TEXAS, CONTINUING WITH THE SOUTH LINE OF SAID INGRESS AND EGRESS EASEMENT FOR A DISTANCE OF 308.57 FEET TO A CAPPED IRON ROD FOUND FOR THE SOUTHEAST CORNER OF SAID CALLED 4.89 ACRE TRACT OF LAND AND THE NORTHEAST CORNER OF THAT CERTAIN CALLED 4.89 ACRE TRACT OF LAND DESCRIBED IN DEED TO BRODERICK S. HARVEY AND MARY L. HARVEY, RECORDED IN VOLUME 9251, PAGE 4250, REAL PROPERTY RECORDS, DENTON COUNTY, TEXAS.

THENCE NORTH 89 DEGREES 47 MINUTES 56 SECONDS WEST, WITH THE NORTH LINE OF SAID CALLED 4.89 ACRE TRACT OF LAND AND THE SOUTH LINE OF SAID CALLED 4.89 ACRE TRACT OF LAND, A DISTANCE OF 883.88 FEET TO A CAPPED IRON ROD FOUND FOR THE NORTHEAST CORNER OF SAID LOT 6 AND THE SOUTHWEST CORNER OF SAID CALLED 4.89 ACRE TRACT OF LAND.

THENCE SOUTH 00 DEGREES 27 MINUTES 11 SECONDS WEST, WITH SAID EASTERLY LINE AND THE WEST LINE OF SAID CALLED 4.89 ACRE TRACT OF LAND, A DISTANCE OF 33.84 FEET TO A CAPPED IRON ROD FOUND FOR CORNER. THENCE SOUTH 23 DEGREES 33 MINUTES 04 SECONDS WEST, CONTINUING WITH SAID EASTERLY LINE AND SAID WEST LINE, A DISTANCE OF 17.86 FEET TO A CAPPED IRON ROD FOUND FOR THE SOUTHWEST CORNER OF SAID CALLED 4.89 ACRE TRACT OF LAND AND THE NORTHWEST CORNER OF THAT CERTAIN CALLED 4.89 ACRE TRACT OF LAND DESCRIBED IN DEED TO CRAIG J. BYLER AND WIFE, REBECCA J. BYLER, RECORDED IN VOLUME 4451, PAGE 3818, DEED RECORDS, DENTON COUNTY, TEXAS.

THENCE SOUTH 25 DEGREES 41 MINUTES 29 SECONDS WEST, CONTINUING WITH SAID EASTERLY LINE AND THE WEST LINE OF SAID CALLED 4.89 ACRE TRACT OF LAND, A DISTANCE OF 248.82 FEET TO A 1/2-INCH IRON ROD FOUND FOR THE SOUTHWEST CORNER OF SAID CALLED 4.89 ACRE TRACT OF LAND IN A NORTHERLY LINE OF SAID LOT 1.

THENCE SOUTH 64 DEGREES 18 MINUTES 48 SECONDS EAST, WITH SAID NORTHERLY LINE AND THE SOUTH LINE OF SAID CALLED 4.89 ACRE TRACT OF LAND, A DISTANCE OF 442.58 FEET TO A CAPPED IRON ROD FOUND IN THE WEST RIGHT-OF-WAY LINE OF SAID ELDOADO PARKWAY FOR THE MOST EASTERLY NORTHEAST CORNER OF SAID LOT 1 AND THE SOUTHWEST CORNER OF SAID CALLED 4.89 ACRE TRACT OF LAND.

THENCE SOUTH 26 DEGREES 02 MINUTES 38 SECONDS WEST, WITH SAID RIGHT-OF-WAY AND THE MOST EASTERLY LINE OF SAID LOT 1, A DISTANCE OF 348.86 FEET TO A CAPPED IRON ROD FOUND FOR THE MOST EASTERLY SOUTHWEST CORNER OF SAID LOT 1 AND THE NORTHEAST CORNER OF THE REMAINDER OF THAT CERTAIN CALLED 5.43 ACRE TRACT OF LAND DESCRIBED IN DEED AS TRACT ONE TO CYNTHIA J. PLAGMAN, RECORDED IN DOCUMENT NO. 2010-3923, REAL PROPERTY RECORDS, DENTON COUNTY, TEXAS.

THENCE NORTH 84 DEGREES 11 MINUTES 48 SECONDS WEST, WITH THE NORTH LINE OF SAID TRACT ONE AND A SOUTHERLY LINE OF SAID LOT 1, A DISTANCE OF 883.88 FEET TO A CAPPED IRON ROD FOUND ON AN EASTERLY LINE OF SAID LOT 1 FOR THE NORTHWEST CORNER OF SAID TRACT ONE.

THENCE SOUTH 25 DEGREES 42 MINUTES 29 SECONDS WEST, WITH SAID EASTERLY LINE AND THE WEST LINE OF SAID TRACT ONE, PASSING THE SOUTHWEST CORNER OF SAID TRACT ONE, SAME BEING THE NORTHWEST CORNER OF THE REMAINDER OF THAT CERTAIN CALLED 5.18 ACRE TRACT OF LAND DESCRIBED AS TRACT TWO IN DEED TO CYNTHIA J. PLAGMAN, RECORDED IN DOCUMENT NO. 2010-3923, REAL PROPERTY RECORDS, DENTON COUNTY, TEXAS, CONTINUING WITH THE WEST LINE OF SAID TRACT TWO AND PASSING THE SOUTHWEST CORNER THEREOF, SAME BEING THE NORTHWEST CORNER OF THAT CERTAIN CALLED 4.89 ACRE TRACT OF LAND DESCRIBED IN DEED TO GUARANTEE PARTNERS, LLC, RECORDED IN DOCUMENT NO. 2011-27769, REAL PROPERTY RECORDS, DENTON COUNTY, TEXAS, CONTINUING WITH THE WEST LINE OF SAID CALLED 4.89 ACRE TRACT OF LAND FOR A TOTAL DISTANCE OF 732.20 FEET TO A CAPPED IRON ROD IN THE SOUTH LINE OF CARDINAL RIDGE ESTATES FOR THE SOUTHWEST CORNER OF SAID CALLED 4.89 ACRE TRACT OF LAND, THE MOST NORTHERLY NORTHEAST CORNER OF THAT CERTAIN CALLED 4.89 ACRE TRACT OF LAND DESCRIBED IN DEED TO HASSAN KHOWAN AND MORTAZAN FALLAHIAN, RECORDED IN DOCUMENT NO. 2011-35716, REAL PROPERTY RECORDS, DENTON COUNTY, TEXAS AND THE MOST SOUTHERLY SOUTHWEST CORNER OF SAID LOT 1.

THENCE SOUTH 87 DEGREES 28 MINUTES 37 SECONDS WEST, WITH THE SOUTHERLY LINE OF SAID LOT 1 AND SAID CARDINAL RIDGE ESTATES AND THE NORTH LINE OF SAID CALLED 4.89 ACRE TRACT OF LAND, PASSING A CAPPED IRON ROD FOUND FOR THE NORTHEAST CORNER OF SAID CALLED 4.89 ACRE TRACT OF LAND AND THE NORTHEAST CORNER OF THAT CERTAIN CALLED 5.18 ACRE TRACT OF LAND DESCRIBED IN DEED TO JEFFREY SCOTT EGGLESTON, RECORDED IN DOCUMENT NO. 84-41824, DEED RECORDS, DENTON COUNTY, TEXAS AT 842 FEET, CONTINUING WITH THE NORTH LINE OF SAID CALLED 5.18 ACRE TRACT OF LAND FOR A TOTAL DISTANCE OF 265.96 FEET TO A 1/2-INCH IRON ROD FOUND FOR THE MOST SOUTHERLY CORNER OF SAID LOT 1. THE NORTHWEST CORNER OF SAID CALLED 5.18 ACRE TRACT OF LAND, THE NORTHEAST CORNER OF THAT CERTAIN CALLED 4.89 ACRE TRACT OF LAND DESCRIBED AS TRACT 3 IN DEED TO BRODERICK S. HARVEY, RECORDED IN DOCUMENT NO. 2008-12313, REAL PROPERTY RECORDS, DENTON COUNTY, TEXAS AND THE MOST EASTERLY CORNER OF THAT CERTAIN CALLED 10.011 ACRE TRACT OF LAND DESCRIBED IN DEED TO ALFRED N. LEISTENOW AND WIFE, JOAN E. LEISTENOW, RECORDED IN DOCUMENT NO. 84-40331, DEED RECORDS, DENTON COUNTY, TEXAS.

THENCE NORTH 31 DEGREES 18 MINUTES 41 SECONDS WEST, WITH THE SOUTHERLY LINE OF SAID LOT 1 AND SAID CARDINAL RIDGE ESTATES AND THE NORTH LINE OF SAID CALLED 10.011 ACRE TRACT OF LAND, A DISTANCE OF 441.83 FEET TO A 1/2-INCH IRON ROD FOUND FOR THE MOST WESTERLY CORNER OF SAID LOT 1, THE SOUTHEAST CORNER OF LOT 2 AND THE NORTHEAST CORNER OF SAID CALLED 10.011 ACRE TRACT OF LAND.

THENCE NORTH 78 DEGREES 14 MINUTES 00 SECONDS WEST, WITH THE SOUTH LINE OF SAID LOT 2 AND SAID CARDINAL RIDGE ESTATES AND THE NORTH LINE OF SAID CALLED 10.011 ACRE TRACT OF LAND, A DISTANCE OF 1486.73 FEET TO A 1/2-INCH IRON ROD FOUND IN THE WEST LINE OF SAID CARDINAL RIDGE ESTATES FOR THE SOUTHWEST CORNER OF SAID LOT 2 AND THE NORTHWEST CORNER OF SAID CALLED 10.011 ACRE TRACT OF LAND.

THENCE NORTH 00 DEGREES 41 MINUTES 27 SECONDS WEST, WITH THE WEST LINE OF SAID LOT 2 AND THE WEST LINE OF SAID CARDINAL RIDGE ESTATES, A DISTANCE OF 171.07 FEET TO A 1/2-INCH IRON ROD FOUND FOR THE NORTHWEST CORNER OF SAID LOT 2 AND THE SOUTHWEST CORNER OF LOT 6.

THENCE NORTH 89 DEGREES 45 MINUTES 27 SECONDS WEST, WITH THE WEST LINE OF SAID LOT 5 AND THE WEST LINE OF SAID CARDINAL RIDGE ESTATES, PASSING AT 787.51 FEET A CAPPED IRON ROD FOUND FOR THE NORTHWEST CORNER OF SAID LOT 5 AND THE SOUTHWEST CORNER OF SAID LOT 6, CONTINUING FOR A TOTAL DISTANCE OF 983.97 FEET TO THE POINT OF BEGINNING AND CONTAINING 70.146 ACRES OF LAND, MORE OR LESS.

CERTIFICATION:

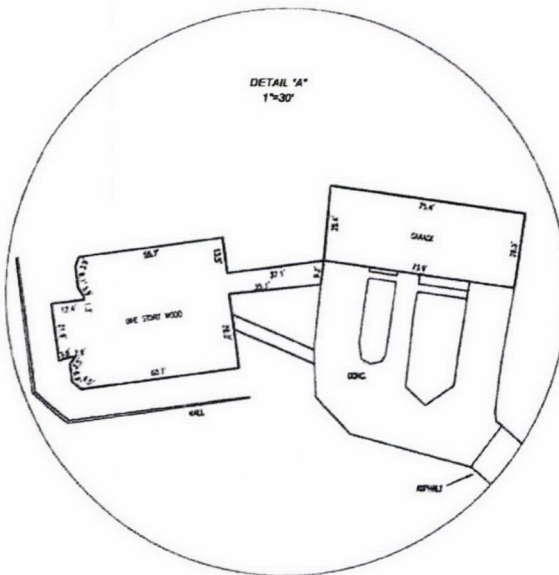
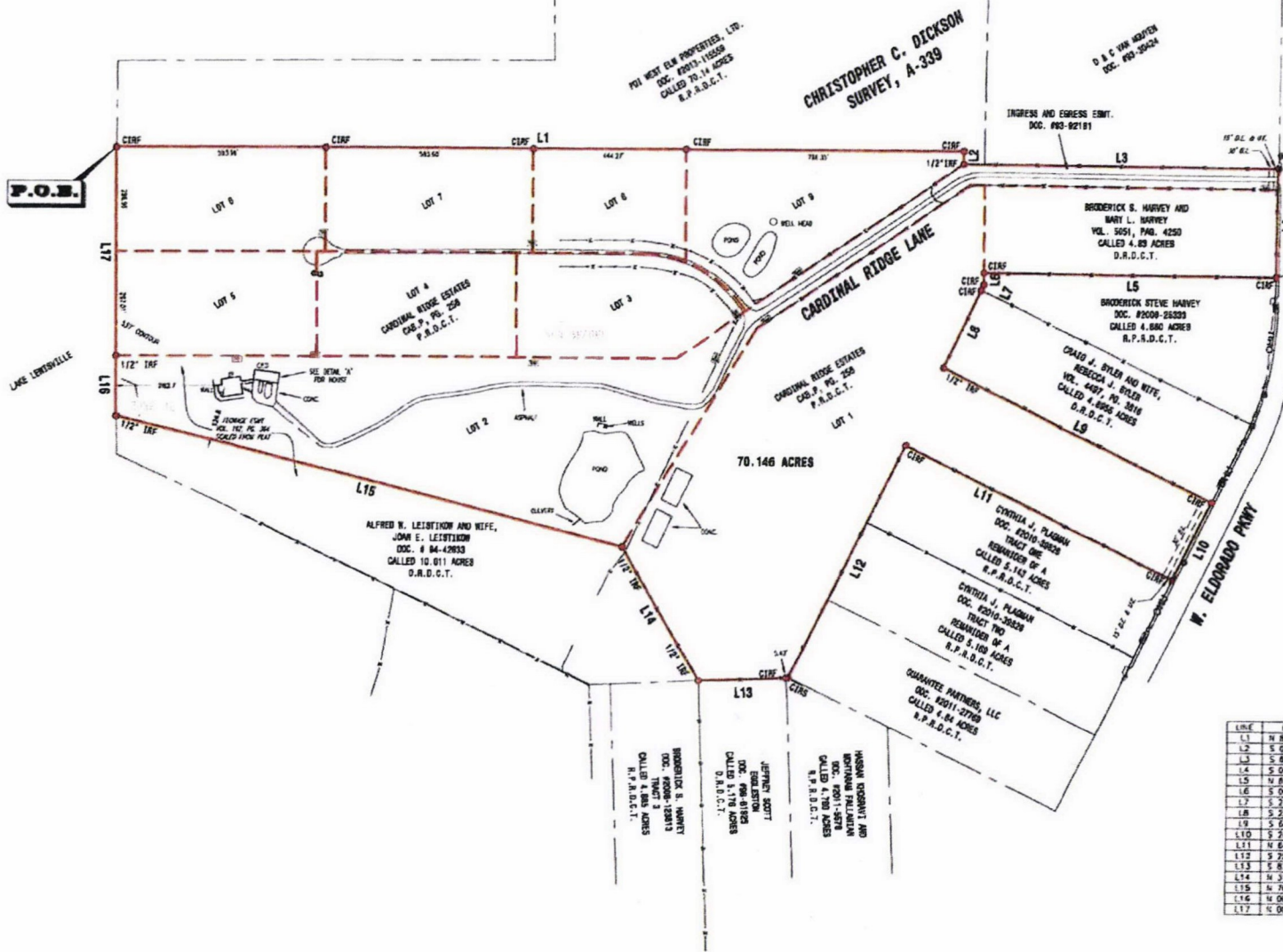
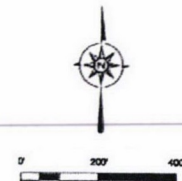
I HEREBY CERTIFY THAT THIS SURVEY HAS BEEN PREPARED FROM AN ACCURATE ON-THE-GROUND SURVEY OF THE PREMISES DEPICTED HEREON AND DESCRIBED IN THE LEGAL DESCRIPTION ATTACHED HERETO, CONDUCTED UNDER MY DIRECTION AND SUPERVISION ON 05/02/2015 AND THAT THE FINDINGS AND RESULTS OF SAID SURVEY ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

J.E. Thompson
J.E. THOMPSON R.P.L.S. No. 4857



LEGEND	
1. PROPERTY CORNER	CM - CONTROL MONUMENT
2. BOUNDARY	CM - BOUNDARY
3. TELEPHONE UTILITY POLE (TUP)	TF - FINISHED FLOOR
4. BURIED CABLE MANHOLE (BCM)	MF - METAL FENCE CORNER POST
5. TELEPHONE MANHOLE (TMH)	MF - METAL FENCE CORNER POST
6. POWER UTILITY POLE (PUP)	PL - PLASTERED CALLS
7. LIGHT POLE (LP)	PL - POINT OF BEGINNING
8. GUY WIRE (GW)	PL - POINT OF BEGINNING
9. ELECTRIC TRAIL (ET)	DE - DRAINAGE EASEMENT
10. ELECTRIC TRANSMISSION (ETM)	DE - DRAINAGE EASEMENT
11. WATER METER (WM)	UE - UTILITY EASEMENT
12. WATER VALVE (WV)	WE - WATER EASEMENT
13. FINE TOWER (FT)	PU - PUBLIC UTILITY EASEMENT
14. WATER MANHOLE (WMH)	BL - BUILDING SETBACK LINE
15. BURIED FIRELINE MANHOLE (BFM)	AE - ACCESS EASEMENT
16. GAS METER (GM)	FL - FLOOR FINISH
17. GAS VALVE/STATION (GVS)	SE - SIDEWALK EASEMENT
18. GAS WELL HEAD (GWH)	SE - SIDEWALK EASEMENT
19. PRODUCE LINE (PL)	SB - SANITARY SEWER EASEMENT
20. SEPTIC CLEANOUT (SC)	OW - OPEN ROD FOUND
21. SEPTIC TANK (ST)	OW - OPEN ROD FOUND
22. SEPTIC CLEANOUT (SC)	OW - OPEN ROD FOUND
23. SEPTIC TANK (ST)	OW - OPEN ROD FOUND
24. STORM DRAIN MANHOLE (SDM)	PR - PRISM SET
25. IRON (IR)	PR - PRISM SET
26. IRON ROD (IRR)	PR - PRISM SET
27. IRON ROD (IRR)	PR - PRISM SET
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99. IRON ROD (IRR)	PR - PRISM SET
100. IRON ROD (IRR)	PR - PRISM SET

LINETYPE LEGEND	
PROPERTY LINE	---
BOUNDARY	---
UTILITY LINES	---
OPEN ROD FOUND	---
UTILITY LINES	---
BOUNDARY	---
PROPERTY LINE	---



LINE	BEARING	DISTANCE
L1	N 89° 35' 50" E	24.50 18'
L2	S 00° 27' 11" E	36.88'
L3	S 87° 41' 50" E	326.55'
L4	S 09° 24' 19" W	229.27'
L5	N 89° 45' 03" W	840.31'
L6	S 00° 59' 51" W	33.54'
L7	S 22° 33' 04" W	17.56'
L8	S 25° 41' 29" W	245.82'
L9	S 64° 18' 49" E	862.50'
L10	S 28° 07' 36" W	245.68'
L11	S 64° 17' 48" W	850.85'
L12	S 28° 42' 29" W	731.20'
L13	S 87° 20' 37" W	266.96'
L14	S 31° 18' 47" W	441.82'
L15	N 76° 14' 50" W	1486.73'
L16	N 00° 41' 37" W	171.07'
L17	S 00° 48' 27" W	583.92'

FLOOD STATEMENT: I HAVE EXAMINED THE F.E.M.A. FLOOD INSURANCE RATE MAP FOR DENTON COUNTY, TEXAS, COMMUNITY NUMBER 48274, EFFECTIVE DATE 4-18-11 AND THAT MAP INDICATES THAT A PORTION OF THIS PROPERTY IS WITHIN "HIGH-SHADED ZONE X" DEFINED AS "AREAS DETERMINED TO BE OUTSIDE OF THE ANNUAL CHANCE FLOODPLAIN AND A PORTION OF THIS PROPERTY IS WITHIN "ZONE AE" DEFINED AS AREAS SUBJECT TO INUNDATION BY THE 1% ANNUAL CHANCE FLOOD AS SHOWN IN PANEL 5415-G OF SAID MAP. THIS FLOOD STATEMENT DOES NOT MEAN THAT THE PROPERTY AND/OR STRUCTURES THEREON WILL BE FREE FROM FLOODING OR FLOOD DAMAGE ON RARE OCCASIONS. GREATER FLOODS CAN AND WILL OCCUR AND FLOOD HEIGHTS MAY BE INCREASED BY MAN-MADE OR NATURAL CAUSES. THIS FLOOD STATEMENT SHALL NOT CREATE LIABILITY OF THE PART OF THE SURVEYOR.

LAND TITLE SURVEY
70.146 ACRES
IN THE CHRISTOPHER C. DICKSON SURVEY
ABSTRACT NO. 339
DENTON COUNTY, TEXAS

301 W. BROADWAY ST.
QUINCYVILLE, TX 75080
PH: 940-665-9100
FAX: 940-665-9100
DRAWN BY: DATE: JOB NO: SCALE: PAGE:
CU: 05/02/2015 1503 1516 1" = 200' 1 OF 1

ERRORS: THE CLIENT OR CLIENT'S REPRESENTATIVES WILL HAVE 45 DAYS FROM THE DATE THE SURVEY WAS ISSUED TO CHANGE ANY MISPELLINGS OR ANY ERRORS ON THE SURVEY REPORT. AFTER 1405 TIME HAS EXPIRED ALL PARTIES INVOLVED MUST ACCEPT THE SURVEY AS ISSUED.

70.146 ACRES
CHRISTOPHER C. DICKSON SURVEY, A-339
DENTON COUNTY, TEXAS

FIELD NOTES TO ALL THAT CERTAIN TRACT OR PARCEL OF LAND SITUATED IN THE CHRISTOPHER C. DICKSON SURVEY, ABSTRACT NO. 339, DENTON COUNTY, TEXAS, BEING ALL OF LOTS 1-9, CARDINAL RIDGE ESTATES, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN CABINET P, PAGE 256, PLAT RECORDS, DENTON COUNTY, TEXAS AND BEING ALL OF THAT CERTAIN CALLED 4.83 ACRE TRACT OF LAND DESCRIBED IN DEED TO BRODERICK S. HARVEY AND MARY L. HARVEY, RECORDED IN VOLUME 5051, PAGE 4250, REAL PROPERTY RECORDS, DENTON COUNTY, TEXAS;

BEGINNING AT A CAPPED IRON ROD FOUND FOR THE SOUTHWEST CORNER OF THAT CERTAIN CALLED 70.14 ACRE TRACT OF LAND DESCRIBED IN DEED TO TAYLOR MORRISON OF TEXAS, INC. RECORDED IN DOCUMENT NO. 2018-60177 REAL PROPERTY RECORDS, DENTON COUNTY, TEXAS AND THE NORTHWEST CORNER OF SAID CARDINAL RIDGE ESTATES, SAME BEING THE NORTHWEST CORNER OF LOT 6;

THENCE NORTH 89 DEGREES 35 MINUTES 36 SECONDS EAST, WITH THE SOUTH LINE OF SAID CALLED 70.14 ACRE TRACT OF LAND AND THE NORTH LINE OF SAID CARDINAL RIDGE ESTATES, PASSING AT 593.96 FEET A CAPPED IRON ROD FOUND FOR THE NORTHEAST CORNER OF SAID LOT 6 AND THE NORTHWEST CORNER OF LOT 7, PASSING AT 1187.56 A CAPPED IRON ROD FOUND FOR THE NORTHEAST CORNER OF SAID LOT 7 AND THE NORTHWEST CORNER OF LOT 8, PASSING AT 1631.83 A CAPPED IRON ROD FOUND FOR THE NORTHEAST CORNER OF SAID LOT 8 AND THE NORTHWEST CORNER OF LOT 9, CONTINUING FOR A TOTAL DISTANCE OF 2430.18 FEET TO A CAPPED IRON ROD FOUND FOR THE NORTHEAST CORNER OF SAID LOT 9;

THENCE SOUTH 00 DEGREES 27 MINUTES 11 SECONDS EAST, WITH THE EAST LINE OF SAID LOT 9, A DISTANCE OF 36.98 FEET TO A 1/2-INCH IRON ROD FOUND IN THE NORTH LINE OF AN INGRESS AND EGRESS EASEMENT, RECORDED IN DOCUMENT NO. 93-92181, DEED RECORDS, DENTON COUNTY, TEXAS, KNOWN AS CARDINAL RIDGE LANE, FOR THE SOUTHEAST CORNER OF SAID LOT 9;

THENCE SOUTH 89 DEGREES 47 MINUTES 56 SECONDS EAST, WITH THE NORTH LINE OF SAID INGRESS AND EGRESS EASEMENT AND THE NORTH LINE OF SAID CARDINAL RIDGE ESTATES, PASSING THE SOUTHEAST CORNER OF SAID CALLED 70.14 ACRE TRACT OF LAND, SAME BEING THE SOUTHWEST CORNER OF THAT CERTAIN TRACT OF LAND DESCRIBED IN DEED TO D. & C. VAN NGUYEN, RECORDED IN DOCUMENT NO. 93-30424, DEED RECORDS, DENTON COUNTY, TEXAS, CONTINUING WITH THE SOUTH LINE OF SAID NGUYEN TRACT FOR A DISTANCE OF 906.95 FEET TO A CAPPED IRON ROD

FOUND IN THE WEST RIGHT-OF-WAY LINE OF W. ELDORADO PARKWAY FOR THE NORTHEAST CORNER OF SAID INGRESS AND EGRESS EASEMENT AND THE SOUTHEAST CORNER OF SAID NGUYEN TRACT;

THENCE SOUTH 00 DEGREES 24 MINUTES 19 SECONDS WEST, WITH SAID RIGHT-OF-WAY, PASSING THE SOUTHEAST CORNER OF SAID INGRESS AND EGRESS EASEMENT, SAME BEING THE NORTHEAST CORNER OF THAT CERTAIN CALLED 4.83 ACRE TRACT OF LAND DESCRIBED IN DEED TO BRODERICK S. HARVEY AND MARY L. HARVEY, RECORDED IN VOLUME 5051, PAGE 4250, DEED RECORDS, DENTON COUNTY, TEXAS, CONTINUING FOR A DISTANCE OF 309.57 FEET TO A CAPPED IRON ROD FOUND FOR THE SOUTHEAST CORNER OF SAID CALLED 4.83 ACRE TRACT OF LAND AND THE NORTHEAST CORNER OF THAT CERTAIN CALLED 4.660 ACRE TRACT OF LAND DESCRIBED IN DEED TO KRISTEN E. BYLER AND CRAIG BYLER, RECORDED IN DOCUMENT NO. 2015-128423, REAL PROPERTY RECORDS, DENTON COUNTY, TEXAS;

THENCE NORTH 89 DEGREES 45 MINUTES 03 SECONDS WEST, WITH THE NORTH LINE OF SAID CALLED 4.660 ACRE TRACT OF LAND AND THE SOUTH LINE OF SAID CALLED 4.83 ACRE TRACT OF LAND, A DISTANCE OF 840.31 FEET TO A CAPPED IRON ROD FOUND IN AN EASTERLY LINE OF LOT 1 OF SAID CARDINAL RIDGE ESTATES FOR THE NORTHWEST CORNER OF SAID CALLED 4.660 ACRE TRACT OF LAND AND THE SOUTHWEST CORNER OF SAID CALLED 4.83 ACRE TRACT OF LAND;

THENCE SOUTH 00 DEGREES 59 MINUTES 57 SECONDS WEST, WITH SAID EASTERLY LINE AND THE WEST LINE OF SAID CALLED 4.660 ACRE TRACT OF LAND, A DISTANCE OF 33.54 FEET TO A CAPPED IRON ROD FOUND FOR CORNER;

THENCE SOUTH 23 DEGREES 33 MINUTES 04 SECONDS WEST, CONTINUING WITH SAID EASTERLY LINE AND SAID WEST LINE, A DISTANCE OF 17.96 FEET TO A CAPPED IRON ROD FOUND FOR THE SOUTHWEST CORNER OF SAID CALLED 4.660 ACRE TRACT OF LAND AND THE NORTHWEST CORNER OF THAT CERTAIN CALLED 4.8956 ACRE TRACT OF LAND DESCRIBED IN DEED TO CRAIG J. BYLER AND WIFE, REBECCA J. BYLER, RECORDED IN VOLUME 4497, PAGE 3818, DEED RECORDS, DENTON COUNTY, TEXAS;

THENCE SOUTH 25 DEGREES 41 MINUTES 29 SECONDS WEST, CONTINUING WITH SAID EASTERLY LINE AND THE WEST LINE OF SAID CALLED 4.8956 ACRE TRACT OF LAND, A DISTANCE OF 245.82 FEET TO A 1/2-INCH IRON ROD FOUND FOR THE SOUTHWEST CORNER OF SAID CALLED 4.8956 ACRE TRACT OF LAND IN A NORTHERLY LINE OF SAID LOT 1;

THENCE SOUTH 64 DEGREES 16 MINUTES 49 SECONDS EAST, WITH SAID NORTHERLY LINE AND THE SOUTH LINE OF SAID CALLED 4.8956 ACRE TRACT

OF LAND, A DISTANCE OF 862.58 FEET TO A CAPPED IRON ROD FOUND IN THE WEST RIGHT-OF-WAY LINE OF SAID ELDORADO PARKWAY FOR THE MOST EASTERLY NORTHEAST CORNER OF SAID LOT 1 AND THE SOUTHWEST CORNER OF SAID CALLED 4.8956 ACRE TRACT OF LAND;

THENCE SOUTH 26 DEGREES 02 MINUTES 36 SECONDS WEST, WITH SAID RIGHT-OF-WAY AND THE MOST EASTERLY LINE OF SAID LOT 1, A DISTANCE OF 245.68 FEET TO A CAPPED IRON ROD FOUND FOR THE MOST EASTERLY SOUTHEAST CORNER OF SAID LOT 1 AND THE NORTHEAST CORNER OF THE REMAINDER OF THAT CERTAIN CALLED 5.143 ACRE TRACT OF LAND DESCRIBED IN DEED AS TRACT ONE TO CYNTHIA J. PLAGMAN, RECORDED IN DOCUMENT NO. 2010-39828, REAL PROPERTY RECORDS, DENTON COUNTY, TEXAS;

THENCE NORTH 64 DEGREES 17 MINUTES 48 SECONDS WEST, WITH THE NORTH LINE OF SAID TRACT ONE AND A SOUTHERLY LINE OF SAID LOT 1, A DISTANCE OF 860.82 FEET TO A CAPPED IRON ROD FOUND ON AN EASTERLY LINE OF SAID LOT 1 FOR THE NORTHWEST CORNER OF SAID TRACT ONE;

THENCE SOUTH 25 DEGREES 42 MINUTES 29 SECONDS WEST, WITH SAID EASTERLY LINE AND THE WEST LINE OF SAID TRACT ONE, PASSING THE SOUTHWEST CORNER OF SAID TRACT ONE, SAME BEING THE NORTHWEST CORNER OF THE REMAINDER OF THAT CERTAIN CALLED 5.169 ACRE TRACT OF LAND DESCRIBED AS TRACT TWO IN DEED TO CYNTHIA J. PLAGMAN, RECORDED IN DOCUMENT NO. 2010-39828, REAL PROPERTY RECORDS, DENTON COUNTY, TEXAS, CONTINUING WITH THE WEST LINE OF SAID TRACT TWO AND PASSING THE SOUTHWEST CORNER THEREOF, SAME BEING THE NORTHWEST CORNER OF THAT CERTAIN CALLED 4.84 ACRE TRACT OF LAND DESCRIBED IN DEED TO GUARANTEE PARTNERS, LLC, RECORDED IN DOCUMENT NO. 2011-27769, REAL PROPERTY RECORDS, DENTON COUNTY, TEXAS, CONTINUING THE WITH WEST LINE OF SAID CALLED 4.84 ACRE TRACT OF LAND FOR A TOTAL DISTANCE OF 737.20 FEET TO A CAPPED IRON ROD SET IN THE SOUTH LINE OF CARDINAL RIDGE ESTATES FOR THE SOUTHWEST CORNER OF SAID CALLED 4.84 ACRE TRACT OF LAND, THE MOST NORTHERLY NORTHWEST CORNER OF THAT CERTAIN CALLED 4.780 ACRE TRACT OF LAND DESCRIBED IN DEED TO HASSAN KHOSRAVI AND MOHTARAM FALLAHIAN, RECORDED IN DOCUMENT NO. 2011-5576, REAL PROPERTY RECORDS, DENTON COUNTY, TEXAS AND THE MOST SOUTHERLY SOUTHEAST CORNER OF SAID LOT 1;

THENCE SOUTH 87 DEGREES 20 MINUTES 37 SECONDS WEST, WITH THE SOUTHERLY LINE OF SAID LOT 1 AND SAID CARDINAL RIDGE ESTATES AND THE NORTH LINE OF SAID CALLED 4.780 ACRE TRACT OF LAND, PASSING A CAPPED IRON ROD FOUND FOR THE NORTHWEST CORNER OF SAID CALLED 4.780 ACRE TRACT OF LAND AND THE NORTHEAST CORNER OF THAT CERTAIN CALLED 5.176 ACRE TRACT OF LAND DESCRIBED IN DEED TO JEFFREY SCOTT

EGGLESTON, RECORDED IN DOCUMENT NO. 96-61925, DEED RECORDS, DENTON COUNTY, TEXAS AT 5.42 FEET, CONTINUING WITH THE NORTH LINE OF SAID CALLED 5.176 ACRE TRACT OF LAND FOR A TOTAL DISTANCE OF 260.96 FEET TO A 1/2-INCH IRON ROD FOUND FOR THE MOST SOUTHERLY CORNER OF SAID LOT 1, THE NORTHWEST CORNER OF SAID CALLED 5.176 ACRE TRACT OF LAND, THE NORTHEAST CORNER OF THAT CERTAIN CALLED 4.885 ACRE TRACT OF LAND DESCRIBED AS TRACT 3 IN DEED TO BRODERICK S HARVEY, RECORDED IN DOCUMENT NO. 2008-123813, REAL PROPERTY RECORDS, DENTON COUNTY, TEXAS AND THE MOST EASTERLY CORNER OF THAT CERTAIN CALLED 10.011 ACRE TRACT OF LAND DESCRIBED IN DEED TO ALFRED W LEISTIKOW AND WIFE, JOAN E. LEISTIKOW, RECORDED IN DOCUMENT NO. 94-42633, DEED RECORDS, DENTON COUNTY, TEXAS;

THENCE NORTH 31 DEGREES 16 MINUTES 47 SECONDS WEST, WITH THE SOUTHERLY LINE OF SAID LOT 1 AND SAID CARDINAL RIDGE ESTATES AND THE NORTH LINE OF SAID CALLED 10.011 ACRE TRACT OF LAND, A DISTANCE OF 441.82 FEET TO A 1/2-INCH IRON ROD FOUND FOR THE MOST WESTERLY CORNER OF SAID LOT 1, THE SOUTHEAST CORNER OF LOT 2 AND THE NORTHEAST CORNER OF SAID CALLED 10.011 ACRE TRACT OF LAND;

THENCE NORTH 76 DEGREES 14 MINUTES 50 SECONDS WEST, WITH THE SOUTH LINE OF SAID LOT 2 AND SAID CARDINAL RIDGE ESTATES AND THE NORTH LINE OF SAID CALLED 10.011 ACRE TRACT OF LAND, A DISTANCE OF 1496.73 FEET TO A 1/2-INCH IRON ROD FOUND IN THE WEST LINE OF SAID CARDINAL RIDGE ESTATES FOR THE SOUTHWEST CORNER OF SAID LOT 2 AND THE NORTHWEST CORNER OF SAID CALLED 10.011 ACRE TRACT OF LAND;

THENCE NORTH 00 DEGREES 41 MINUTES 37 SECONDS WEST, WITH THE WEST LINE OF SAID LOT 2 AND THE WEST LINE OF SAID CARDINAL RIDGE ESTATES, A DISTANCE OF 171.07 FEET TO A 1/2-INCH IRON ROD FOUND FOR THE NORTHWEST CORNER OF SAID LOT 2 AND THE SOUTHWEST CORNER OF LOT 5,

THENCE NORTH 00 DEGREES 48 MINUTES 27 SECONDS WEST, WITH THE WEST LINE OF LOT 5 AND THE WEST LINE OF SAID CARDINAL RIDGE ESTATES, PASSING AT 297.01 FEET A CAPPED IRON ROD FOUND FOR THE NORTHWEST CORNER OF SAID LOT 5 AND THE SOUTHWEST CORNER OF SAID LOT 6, CONTINUING FOR A TOTAL DISTANCE OF 593.97 FEET TO THE POINT OF BEGINNING AND CONTAINING 70.146 ACRES OF LAND, MORE OR LESS.

EXHIBIT “C-1”

Deed of Trust

AFTER RECORDING RETURN TO:

**Independent Bank
7777 Henneman Way
McKinney, Texas 75070
Loan No. 8036951**

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.

**DEED OF TRUST
(WITH SECURITY AGREEMENT)**

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

THAT, as of the 27th day of August, 2019, **The Sanctuary Texas LLC, a Texas limited liability company** (hereinafter, whether one or more, called "Grantor"), whose mailing address is 220 Lake Trail Court, Double Oak, Texas 75077, in consideration of the debt and trust hereinafter mentioned, does hereby **GRANT, BARGAIN, SELL, TRANSFER, ASSIGN, and CONVEY** unto **Daniel W. Brooks**, Trustee, (hereinafter called "Trustee"), of Collin County, Texas, for the benefit of the hereinafter described Holder, the following described property:

1. Real Property. The real estate situated in Denton County, Texas, which is more particularly described in Exhibit "A" attached hereto and made a part hereof by reference for all purposes, together with all buildings, structures, and other improvements (such buildings, structures, and other improvements being hereinafter sometimes called the "Improvements") now or hereafter situated thereon (such real estate, and Improvements being hereinafter sometimes called the "Land").

2. Fixtures and Personal Property. The following personal property of Grantor, wherever located, and now owned, or hereafter acquired or arising, including Proceeds and Supporting Obligations, which are now, or at any time hereafter are, a part of the Land; or

situated in, on, or about the Land and utilized in connection therewith; or delivered to the Land or acquired for use in connection with the Land; or delivered to the Land or acquired for use or incorporation in the construction of any improvements on the Land; or for the purchase of any Goods to be used in connection with the construction of any improvements on the Land; plans and specifications for improvements to be placed on the Land; all permits, licenses, franchises, certificates, and other rights and privileges obtained in connection with the Land; all As-Extracted Collateral and other substances which may be extracted from the Land, including without limitation, oil and gas, all Hydrocarbon Property (as defined in this Deed of Trust) including all General Intangibles, Accounts, and all other rights to payment arising from Hydrocarbon Property extraction or oil and gas leases, including all minerals, oil, and gas upon or after extraction and all rights to payment arising therefrom, including but not limited to, royalties, rentals, and other rights to payment from sale of extracted and nonextracted minerals, oil and gas; and all renewals, replacements, and substitutions thereof and additions thereto (all property described or referred to in this paragraph is sometimes called "Accessories"). Any capitalized term not otherwise defined herein shall have the meaning accorded thereto in the Uniform Commercial Code, as now enacted and hereinafter amended in the State of Texas (the "Code").

3. Other Property. All rights, titles, interests and estates now owned or hereafter acquired by Grantor in and to the oil gas and other minerals in and under the Land and the oil and gas leases and/or oil, gas and other mineral leases relating to the Land or the lands spaced, pooled or unitized therewith and including all wellbore interests and other interests and estates and the lands and premises covered or affected thereby (collectively called the "Hydrocarbon Property"). All other interest of every kind and character which Grantor now has or at any time hereafter acquires in and to the property described or referred to in paragraphs 1 and 2 preceding, including but not limited to proceeds from the condemnation or threatened condemnation of the Land and the proceeds of any and all insurance covering the Land, and all property which is used in connection with the operation of the Land and Accessories.

All properties, rights, and interests described or referred to in paragraphs 1, 2, and 3 preceding are sometimes referred to collectively as the "Property".

4. Leasehold Estates. In the event the estate of the Grantor in and to any of the Property is a leasehold estate, this conveyance shall include, and the lien, security interest, and assignment created hereby shall encumber and extend to all other further or additional title, estates, interest, or rights which may exist now or at any time be acquired by Grantor in or to the Property demised under the lease creating such leasehold estate and including Grantor's rights, if any, to the Property demised under such lease and, if fee simple title to any of such Property shall ever become vested in the Grantor such fee simple interest shall be encumbered

by this Deed of Trust in the same manner as if Grantor had fee simple title to said Property as of the date of execution hereof.

TO HAVE AND TO HOLD the above-described Property, together with all improvements thereon and all the rights, hereditaments, and appurtenances in anywise appertaining or belonging thereto, unto Trustee, and his successors or substitutes in this trust, and his and their assigns, against the claim or claims of all persons claiming or to claim the same or any part thereof.

Grantor, for Grantor and Grantor's successors, hereby agrees to warrant and forever defend, all and singular, the Property unto Trustee, and his successors or substitutes in this trust, and his and their assigns, in trust and for the uses and purposes hereinafter set forth, forever.

Grantor hereby grants to Holder and its successors and assigns, a security interest in the Property, and each and every part thereof, and in all proceeds from the sale, lease, or other disposition thereof and in all sums, proceeds, funds, and reserves described or referred to in Section 4.7, 4.8, and 4.9 hereof; provided that the grant of a security interest in proceeds shall not be deemed to authorize any action otherwise prohibited herein.

ARTICLE I. The Obligation

Section 1.1 Holder and Obligation. This Deed of Trust [as used herein, the expression "this Deed of Trust" shall mean this Deed of Trust (with Security Agreement)] and all rights, title, interest, liens, security interest, powers, and privileges created hereto or arising by virtue hereof, are given to secure payment and performance of the following indebtedness, obligations, and liabilities: (a) the indebtedness(es) evidenced by that certain promissory note of even date herewith (the "Note") executed by Grantor, payable to the order of **Independent Bank ("Holder")**, the beneficiary hereunder, whose mailing address for payments is **7777 Henneman Way, McKinney, Texas 75070** in the principal amount of **Three Million One Hundred Eighty Five Thousand and No/100 Dollars (\$3,185,000.00)** bearing interest as therein specified, containing an attorney's fee clause, interest and principal being payable as therein specified, and finally maturing two (2) years from the date of the Note; (b) all indebtedness, obligations, and liabilities arising pursuant to the provisions of this Deed of Trust, the Note, any guaranty or such other documents evidencing, securing or pertaining to the indebtedness(es) referred to in subsection (a) of this Section 1.1, as shall from time to time be executed and delivered to Holder by Grantor, any guarantor or any other party (collectively, the "Loan Documents"); (c) all other and any additional debts, obligations, and liabilities of Grantor related to the Note and loan documents evidencing or governing the Note; and (d) any

and all renewals, modifications, rearrangements, amendments, or extensions of all or any part of the indebtedness, obligations, and liabilities described or referred to in Subsections 1.1(a), 1.1(b), and 1.1(c) preceding. The word "Obligation", as used herein, shall mean all of the indebtedness, obligations, and liabilities described or referred to in Subsections 1.1(a), 1.1(b), and 1.1(c) preceding and as described and referred to in this subsection 1.1(d). The word "Holder", as used herein, shall mean the Holder named in Subsection 1.1(a) above and all subsequent holders of the Obligation at the time in question.

ARTICLE II.
Certain Representations;
Warranties, and Covenants of Grantor

Section 2.1 Warranties and Representations. Grantor represents, warrants, and undertakes that (a) Grantor has full right and authority to execute and deliver this Deed of Trust; and (b) unless specifically provided herein to the contrary, Grantor has in its own right good and indefeasible title in fee simple to the Property free from any encumbrance superior to the indebtedness hereby secured.

Section 2.2 Covenants. Grantor and Grantor's successors and permitted assigns hereunder, covenants, agrees, and undertakes to: (a) pay, or cause to be paid, before delinquent, all taxes and assessments of every kind or character in respect to the Property, or any part thereof, and from time to time, upon request of Holder, to furnish to Holder evidence satisfactory to Holder of the timely payment of such taxes and assessments and governmental charges; (b) purchase policies of insurance with respect to the Property with such insurers, in such amounts and covering such risks as shall be satisfactory to Holder, including, but not limited to, (1) owner's and contractors' policies of comprehensive general public liability insurance; (2) hazard insurance against all risks of loss, including collapse, in an amount not less than the full replacement cost of all Improvements, including the cost of debris removal, with annual agreed amount endorsement and sufficient at all times to prevent Grantor from becoming a co-insurer, such insurance prior to completion of any Improvements, as applicable, to be in builder's risk form on a non-reporting basis and including coverage for all materials and equipment, wherever located, intended to be installed in or utilized in the construction of the Improvements; (3) if the Property is in a "Flood Hazard Area", a flood insurance policy, or binder therefor, in an amount equal to the principal amount of the Note or the maximum amount available under the Flood Disaster Protection Act of 1973, and regulations issued pursuant thereto, as amended from time to time, whichever is less, in form complying with the "insurance purchase requirements" of that act; (4) such policies of mortgagee's title insurance insuring the validity and priority of this Deed of Trust and any future renewals or extensions of this Deed of Trust, including any such mortgagee's title insurance which the Holder may require during the term of the Obligation to supplement or replace any mortgagee's title policy

earlier provided to Holder insuring the validity and priority of the Deed of Trust; and (5) such other insurance, if any, as Holder may require from time to time, or which is required by the Loan Documents; (c) cause all insurance carried in accordance with Section 2.2(b) to be payable to Holder as a mortgagee, to deliver the original policies of insurance carried by each Lessee (as that term is hereinafter defined) for the benefit of Grantor, and to cause all such policies to be payable to Holder as its interest may appear; (d) pay, or cause to be paid, all premiums for such insurance at least ten (10) days before such premiums become due, furnish to Holder satisfactory proof of the timeliness of such payments and deliver all renewal policies to Holder at least ten (10) days before the expiration date of each expiring policy; (e) comply with all federal, state, or municipal laws, rules, ordinances, and regulations applicable to the Property and its ownership, use and operation, including but not limited to maintenance of the Property in compliance with the Americans with Disabilities Act of 1990, and comply with all, and not violate any, easements, restrictions, agreements, covenants, and conditions with respect to or affecting the Property or any part thereof; (f) at all times maintain, preserve, and keep the Property in good repair and condition and presenting a first-class appearance, and from time to time make all necessary and proper repairs, replacements, and renewals, and not commit or permit any waste on or of the Property, and not do anything to the Property that may impair its value; (g) promptly pay all bills for labor and materials incurred in connection with the Property and never permit to be created or to exist in respect to the Property or any part thereof any lien or security interest even though inferior to the liens and security interest hereof for any such bill, and in any event never permit to be created or exist in respect to the Property or any part thereof any other or additional lien or security interest on a parity with or superior to any of the liens or security interest hereof; (h) at any time, and from time to time, upon request of Holder, forthwith, execute and deliver to Holder any and all additional instruments and further assurances, and do all other acts and things, as may be reasonably necessary or proper, in Holder's opinion, to effect the intent of these presents, more fully evidence and perfect the rights, titles, liens, and security interests herein created or intended to be created and to protect the rights, remedies, powers, and privileges of Holder hereunder; (i) from time to time, upon request of Holder, promptly furnish to Holder financial statements and reports and appraisals relating to the Grantor and the Property as required in the Loan Documents; (j) continuously maintain Grantor's existence and its right to do business in Texas; (k) pay and perform all of the Obligation in accordance with the terms thereof or of this Deed of Trust; (l) at any time any law shall be enacted imposing or authorizing the imposition of any tax upon this Deed of Trust, or upon any rights, titles, liens, or security interests created hereby, or upon the Obligation, or any part thereof, immediately pay all such taxes; provided that, in the alternative, Grantor may, in the event of the enactment of such a law, and must, if it is unlawful for Grantor to pay such taxes, prepay the Obligation in full within sixty (60) days after demand therefor by Holder; (m) at any time and from time to time, furnish promptly upon request of Holder a written statement or affidavit, in such form as shall be satisfactory to Holder, stating the unpaid balance of the Obligation and that there are no offsets or defenses

against full payment of the Obligation and the terms hereof, or, if there are any such offsets or defenses, specifying them; (n) punctually and properly perform all of Grantor's covenants, duties, and liabilities under any Loan Document; (o) allow Holder from time to time to inspect the Property and all records relating thereto or to the Obligation, and to make and take away copies of such records; (p) not cause or permit the Accessories, or any part thereof, to be removed from the county and state where the Land is located, except items of the Accessories which have become obsolete or worn beyond practical use and which have been replaced by adequate substitutes having a value equal to or greater than the replaced items when new; (q) not, without the prior written consent of Holder, sell, trade, transfer, assign, or exchange or otherwise dispose of (or suffer or permit any of the same to occur with respect to) (1) any capital stock of Grantor if Grantor is a corporation or (2) any partnership interest either general or limited if Grantor is a partnership, except by devise, descent, or operation of law upon the death of a shareholder, partner, or joint venturer, as the case may be; and (r) pay, or cause to be paid, any and all attorneys' fees, filing fees and expenses incurred by Holder for the preparation and recordation of any and all legal instruments which the Holder may require at the time of the creation of this Obligation (including this Deed of Trust and/or any and all other instruments which Lender may require in connection herewith) or which Holder may require during the term of the Obligation.

ARTICLE III.

Respecting Defaults and Remedies of Holder

Section 3.1 Holder's Remedies Upon Default. Upon an event of default under any of the Loan Documents, Holder may, at its option, do any one or more of the following:

(a) If Grantor has failed to keep or perform any covenant whatsoever contained in this Deed of Trust, Holder may, but shall not be obligated to any person to do so, perform or attempt to perform said covenant, and any payment made or expense incurred in the performance or attempted performance of any such covenant shall be a part of the Obligation, and Grantor promises, upon demand, to pay to Holder, at the place where the Note is payable, or at such other place as Holder may direct by written notice, all sums so advanced or paid by Holder, with interest from the date when paid or incurred by Holder at the rate provided in the Note. No such payment by Holder shall constitute a waiver of any default. In addition to the liens and security interest hereof, Holder shall be subrogated to all rights, titles, liens, and security interest securing the payment of any debt, claim, tax, or assessment for the payment of which Holder may make an advance, or which Holder may pay.

(b) Unless otherwise modified herein, Holder may, without notice, demand, or presentment, which are hereby waived by Grantor, declare the entire unpaid balance

of the Obligation immediately due and payable, and upon such declaration, the entire unpaid balance of the Obligation shall be immediately due and payable. Grantor hereby knowingly and voluntarily waives all notices allowed by law, including without limitation, demand, presentment, notice of dishonor, protest, notice of intent to accelerate maturity and notice of acceleration.

(c) Holder may request Trustee to proceed with foreclosure, and in such event Trustee is hereby authorized and empowered, and it shall be his special duty, upon such request of Holder, to sell the Property, or any part thereof, to the highest bidder or bidders for cash, at the courthouse door of the county in the State of Texas wherein such Land or any part thereof then subject to the lien hereof is situated; provided that if such Land is situated in more than one county such sale of the Property, or part thereof, may be made in any county in the State of Texas wherein any part of the Land then subject to the lien hereof is situated. Any such sale shall be made at a public auction, between the hours of ten o'clock a.m. and four o'clock p.m. on the first Tuesday in any month, after a written or printed notice has been posted at the courthouse door in the county, or if more than one, then in each of the counties, wherein the Land subject to the lien hereof is situated, which notice shall designate the county where the Property, or any part thereof, will be sold, and which notice shall be posted at least twenty-one (21) days prior to the date of the sale. If then required by applicable law of the State of Texas, notice of the proposed sale shall be given also by filing, at least twenty-one (21) days before the date of the sale, a copy of such notice in the office of the county clerk of the county, or if more than one, then of each of the counties, wherein the Land to be sold is situated, which notice shall designate the county in which the sale is to be made.

At least twenty-one (21) days preceding the date of sale, Holder shall serve written notice of the proposed sale by certified mail on each debtor obligated to pay the Obligation according to the records of the Holder. Service of such notice shall be completed upon deposit of the notice, enclosed in a postpaid wrapper, properly addressed to such debtor at the most recent address as shown by the records of the Holder, in a post office or official depository under the care and custody of the United States Postal Service. The affidavit of any person having knowledge of the facts to the effect that such service was completed shall be prima facie evidence of the fact of service. After such sale, Trustee shall make good and sufficient deeds and assignments to the purchaser or purchasers thereunder in the name of Grantor, conveying the Property, or any part thereof, so sold to the purchaser or purchasers with general warranty of title by Grantor. Sale of a part of the Property shall not exhaust the power of sale, but sales may be made from time to time until the Obligation is paid and performed in full. It shall not be necessary to have present or to exhibit at any such

sale any of the Accessories. In addition to the rights and powers of sale granted under the preceding provisions of this Subsection 3.1(c), if default is made in the payment of any installment of the Obligation, Holder may, at its option, at once or at any time thereafter while any matured installment remains unpaid, without declaring the entire Obligation to be due and payable, orally or in writing direct Trustee to enforce this trust and to sell the Property subject to such unmatured indebtedness and the liens and security interest securing its payment, in the same manner, all as provided in the preceding provisions of this Subsection 3.1(c). After such sale, Trustee shall make due conveyance to the purchaser or purchasers. Sales made without maturing the Obligation may be made hereunder whenever there is an Event of Default in the payment of any installment of the Obligation, without exhausting the power of sale granted hereby, and without affecting in any way the power of sale granted under this Subsection 3.1(c), the unmatured balance of the Obligation (except as to any proceeds of any sale which Holder may apply as prepayment of the Obligation) or the liens and security interests securing payment of the Obligation. It is intended by each of the foregoing provisions of this Subsection 3.1(c) that Trustee may, after any request or direction by Holder, sell, not only the Land but also the Accessories and other interests constituting a part of the Property, or any part thereof, along with the Land, or any part thereof, as a unit and as a part of a single sale, or may sell any part of the Property separately from the remainder of the Property. It is agreed that, in any deed or deeds given by Trustee, any and all statements of fact or other recitals therein made as to the identity of Holder, or as to the occurrence or existence of any default, or as to the acceleration of the maturity of the Obligation, or as to the request to sell, notice of sale, time, place, terms, and manner of sale, and receipt, distribution, and application of the money realized therefrom, or as to the due and proper appointment of a substitute trustee, and, without being limited by the foregoing, as to any other act or thing having been duly done by Holder or by Trustee, shall be taken by all courts of law and equity as prima facie evidence that the said statements or recitals state facts and are without further question to be so accepted, and Grantor does hereby ratify and confirm any and all acts that Trustee may lawfully do in the premises by virtue hereof. In the event of the resignation or death of Trustee, or his removal from his county of residence stated on the first page hereof, or his failure, refusal, or inability, for any reason, to make any such sale or to perform any of the trusts herein declared, or, at the option of Holder, with or without cause, then Holder may appoint, in writing, but without the necessity of recordation, notice or any other formality, a substitute trustee, who shall thereupon succeed to all the estates, titles, rights, powers, and trusts herein granted to and vested in Trustee. If Holder is a corporation or an association, such appointment may be made on behalf of such Holder by any person who is then the president, or a vice-president, or the cashier or secretary, or any other authorized officer or agent of Holder. In the event of the resignation or death of any such substitute trustee, or his

failure, refusal, or inability to make any such sale or perform such trusts, or, at the option of Holder, without cause, successive substitute trustees may thereafter, from time to time, be appointed in the same manner. Wherever herein the word "Trustee" is used, the same shall mean the person who is the duly appointed trustee or substitute trustee hereunder at the time in question.

(d) Holder may, or Trustee may upon written request of Holder, proceed by suit or suits, at law or in equity, to enforce the payment and performance of the Obligation in accordance with the terms hereof and of the Note or other instruments evidencing it, to foreclose the liens, security interest and this Deed of Trust as against all or any part of the Property, and to have all or any part of the Property sold under the judgment or decree of a court of competent jurisdiction.

(e) Holder, as a matter of right and without regard to the sufficiency of the security, and without any showing of insolvency, fraud, or mismanagement on the part of Grantor, and without the necessity of filing any judicial or other proceeding other than the proceeding for appointment of a receiver, shall be entitled to the appointment of a receiver or receivers of the Property, or any part thereof, and of the income, rents, issues, and profits thereof.

(f) Holder may enter upon the Land, take possession of the Property and remove the Accessories, or any part thereof, with or without judicial process, and, in connection therewith, without any responsibility or liability on the part of Holder, take possession of any property located on or in the Land which is not a part of the Property and hold or store such property at Grantor's expense.

(g) Holder may require Grantor to assemble the Accessories, or any part thereof, and make them available to Holder at a place to be designated by Holder.

(h) After notification, if any, hereafter provided in this Subsection 3.1(h), Holder may sell, lease, or otherwise dispose of, at the office of Holder, or on the Land, or elsewhere, as chosen by Holder, all or any part of the Accessories, in their then condition, or following any commercially reasonable preparation or processing, and each Sale (as used in this Subsection, the term "Sale" means any such sale, lease, or other disposition made pursuant to this Subsection 3.1(h)) may be as a unit or in parcels, by public or private proceedings, and by way of one or more contracts, and at any Sale, it shall not be necessary to exhibit the Accessories, or part thereof, being sold. The Sale of any part of the Accessories shall not exhaust Holder's power of Sale, but Sales may be made from time to time until the Obligation is paid and performed in full. Reasonable notification of the time and place of any public Sale pursuant to this

Subsection 3.1(h), or reasonable notification of the time after which any private Sale is to made pursuant to this Subsection 3.1(h), shall be sent to Grantor and to any other person entitled under the Code to notice; provided that if the Accessories or part thereof being sold are perishable, or threaten to decline rapidly in value, or are of a type customarily sold on a recognized market, Holder may sell, lease, or otherwise dispose of the Accessories, or part thereof, without notification, advertisement, or other notice of any kind. It is agreed that any notice sent or given not less than ten (10) calendar days prior to the taking of the action to which the notice relates is reasonable notification and notice for the purposes of this Subsection 3.1(h).

(i) Holder may surrender the insurance policies maintained pursuant to Subsection 2.2(b) hereof, or any part thereof, and receive and apply the unearned premiums as a credit on the Obligation, and in connection therewith, Grantor hereby appoints Holder as the agent and attorney-in-fact for Grantor to collect such premiums.

(j) Holder may retain the Accessories in satisfaction of the Obligation whenever the circumstances are such that Holder is entitled to do so under the Code.

(k) Holder may buy the Property, or any part thereof, at any public or judicial sale.

(l) Holder may buy the Accessories, or any part thereof, at any private sale if the Accessories, or part thereof, being sold are a type customarily sold in a recognized market or are a type which is the subject of widely distributed standard price quotations.

(m) Holder shall have and may exercise any and all other rights and remedies which Holder may have at law or in equity, or by virtue of any of the Loan Documents, or otherwise.

(n) Holder may apply the reserves, if any, required by Section 4.9 hereof, toward payment of the Obligation.

Section 3.2 Holder as Purchaser. If Holder is the purchaser of the Property, or any part thereof, at any sale thereof, whether such sale be under the power of sale hereinabove vested in Trustee, or upon any other foreclosure of the liens and security interest hereof, or otherwise, Holder shall, upon any such purchase, acquire good title to the Property so purchased, free of the liens and security interest of these presents.

Section 3.3 Other Rights of Holder. Should any part of the Property come into the possession of Holder, whether before or after default, Holder may use or operate the Property for the purpose of preserving it or its value, pursuant to the order of a court of appropriate jurisdiction, or in accordance with any other rights held by Holder in respect to the Property. Grantor covenants to promptly reimburse and pay to Holder, at the place where the Note is payable, the amount of all reasonable expenses (including the cost of any insurance, taxes, or other charges), incurred by Holder in connection with its custody, preservation, use, or operation of the Property, together with interest thereon from the date incurred by Holder at the rate provided in the Note, and all such expenses, costs, taxes, interest, and other charges shall be a part of the Obligation. It is agreed, however, that the risk of loss or damage to the Property is on Grantor, and Holder shall have no liability whatsoever for decline in value of the Property, or for failure to obtain or maintain insurance, or for failure to determine whether insurance in force is adequate as to amount or as to the risks insured.

Section 3.4 Possession After Foreclosure. In case the liens or security interest hereof shall be foreclosed by Trustee's sale or by judicial action, the purchaser at any such sale shall receive, as an incident to his ownership, immediate possession of the property purchased, and if Grantor or Grantor's successors shall hold possession of said Property, or any part thereof, subsequent to foreclosure, Grantor and Grantor's successors shall be considered as tenants at sufferance of the purchaser at foreclosure sale, and anyone occupying the Property after demand is made for possession thereof, shall be guilty of forcible detainer and shall be subject to eviction and removal, forcible or otherwise, with or without process of law, and all damages by reason thereof are hereby expressly waived.

Section 3.5 Application of Sales Proceeds Upon Foreclosure. The proceeds from any sale, lease, or other disposition made pursuant to this Article III, or the proceeds from surrendering any insurance policies pursuant to Subsection 3.1(i) hereof, or the reserves required by Section 4.9 hereof, or sums received pursuant to Section 4.7 hereof, or proceeds from insurance which Holder elects to apply to the Obligation pursuant to Section 4.8 hereof, shall be applied by Trustee, or by Holder, as the case may be, as follows: First, to the payment of all expenses of advertising, preserving, selling, and conveying the Property, or part thereof, including reasonable attorney's fees, and including a reasonable commission to Trustee not to exceed five percent (5%) of the proceeds of the sale; second, to interest on the Obligation; third, to principal on the matured portion of the Obligation; fourth, to prepayment of the unmatured portion, if any, of the Obligation applied to installments of principal in inverse order of maturity; and fifth, the balance, if any, remaining after the full and final payment and performance of the Obligation, to the person or persons legally entitled thereto.

Section 3.6 Abandonment of Sale. In the event a foreclosure hereunder should be commenced by Trustee in accordance with Subsection 3.1(c) hereof, Holder may at any time

before the sale, direct Trustee to abandon the sale, and may then institute suit for the collection of the Note, and for the foreclosure of the liens and security interest hereof. If Holder should institute a suit for the collection of the Note, and for a foreclosure of the liens and security interest hereof, it may at any time before the entry of a final judgment in said suit dismiss the same, and require Trustee to sell the Property, or any part thereof, in accordance with the provisions of this Deed of Trust.

ARTICLE IV. Miscellaneous

Section 4.1 Release. If the Obligation is paid in full in accordance with the terms of this Deed of Trust and the Note and other instruments evidencing or securing such Obligation, and if Grantor shall well and truly perform all of Grantor's covenants contained herein and in the other Loan Documents, then this conveyance shall become null and void and be released at Grantor's request and expense.

Section 4.2 Rights Cumulative. All rights, remedies, powers, and privileges and all liens, titles, and security interests herein expressly conferred are cumulative, and shall not be deemed to deprive Holder or Trustee of any other legal or equitable rights, remedies, powers, privileges, liens, titles, or security interests by or through judicial proceedings or otherwise appropriate to enforce the conditions, covenants, and terms of this Deed of Trust, the Note, and other Loan Documents.

Section 4.3 Waiver. Any and all covenants in this Deed of Trust may from time to time, by instrument in writing signed by Holder and delivered to Grantor, be waived to such extent and in such manner as Holder may desire, but no such waiver shall ever affect or impair Holder's rights, remedies, powers, privileges, liens, titles, and security interest hereunder, except to the extent so specifically stated in such written agreement. Neither the exercise of, nor the failure to exercise any option or remedy under the terms of this Deed of Trust shall be considered as a waiver of the right to exercise same, or any other option or remedy given herein.

Section 4.4 Maximum Rate of Interest. Grantor and Holder intend to comply with the applicable law governing the Maximum Rate (hereafter defined). All agreements between Grantor and Holder, whether now existing or hereafter arising and whether written or oral, are expressly limited so that in no event whatsoever, whether by reason of acceleration of the maturity of the Obligation or otherwise, shall the interest contracted for, charged, or received by Holder hereunder or otherwise exceed the Maximum Rate. If, in any contingency whatsoever, Holder shall receive anything of value deemed interest under applicable law which would cause the interest contracted for, charged, or received by the Holder to exceed the

Maximum Rate, the excessive interest shall be applied to the reduction of the unpaid principal balance of the Obligation and not to the payment of interest, or if such excessive interest exceeds the unpaid principal balance of the Obligation, such excess shall be refunded to Grantor, and the provisions herein and any demand on Grantor shall immediately be deemed reformed, and the amounts thereafter collectible hereunder shall be reduced, without the necessity of the execution of any new documents, so as to comply with the applicable law, but so as to permit the recovery of the fullest amount otherwise called for hereunder. All interest paid or agreed to be paid to the Holder, to the extent permitted by applicable law, shall be amortized, prorated, allocated, and spread throughout the full term of such indebtedness until payment in full (including the period of any renewal or extension hereof) so that the rate or amount of interest on account of such indebtedness does not exceed the Maximum Rate.

The term "Maximum Rate," as used herein, shall mean the maximum nonusurious interest rate, if any, that at any time, or from time to time, may under applicable law be contracted for, taken, reserved, charged or received on the Obligation, or any portion thereof, under the laws which are presently in effect of the United States and the State of Texas applicable to such holder and such indebtedness or, to the extent allowed by law under such applicable laws of the United States of America and the State of Texas which may hereafter be in effect, which allow a higher maximum non-usurious interest rate than applicable laws now allow; provided, that in determining the Maximum Rate, due regard shall be given, to the extent required by applicable law, to any and all relevant payments, fees, charges, deposits, balances, agreements and calculations which may constitute or be deemed to constitute interest, or be deducted from principal to calculate the interest rate or otherwise affect interest rate determinations, so that in no event shall the Holder contract for, charge, receive, take, collect, reserve or apply, on the Obligation, or any portion thereof, any amount in excess of the maximum non-usurious rate of interest permitted by applicable law. To the extent that Texas law determines the Maximum Rate, the Maximum Rate shall be determined by utilizing the "indicated rate ceiling" from time to time in effect pursuant to the Texas Finance Code (V.T.C.A. Finance Code Section 303.001 et seq.) (the "Texas Finance Code") or such successor statute, as then in effect, governing usury. The Maximum Rate shall not be limited to the applicable rate ceiling in the Texas Finance Code or such successor statute if Federal laws or other state laws now or hereafter in effect and applicable to Obligation, or any portion thereof (and the interest contracted for, charged and collected hereunder) shall permit a higher rate of interest.

Section 4.5 Effect of Transfer on Grantor's Liability. If the ownership of the Property or any part thereof becomes vested in a person other than Grantor or in the event of a change in ownership of any Grantor other than an individual, Holder may, without notice to Grantor or Grantor's successors, deal with such successor or successors in interest with reference to this Deed of Trust and the Obligation, either by way of forbearance on the part of

Holder, or extension of time of payment of the Obligation, or release of all or any part of the Property or any other property securing payment of the Obligation, or otherwise, without in any way modifying or affecting Holder's rights and liens hereunder or the liability of Grantor or any other party liable for payment of the Obligation, in whole or in part.

Section 4.6 Waiver of Right to Marshal. Grantor hereby waives all rights of marshaling in event of any foreclosure of the liens and security interests hereby created.

Section 4.7 Condemnation Proceeds. Holder shall be entitled to receive any and all sums which may be awarded or become payable to Grantor for the condemnation of the Property, or any part thereof, for public or quasi public use, or by virtue of private sale in lieu thereof, and any sums which may be awarded or become payable to Grantor for damages caused by public works or construction on or near the Property. All such sums are hereby assigned to Holder, and Grantor shall, upon request of Holder, make, execute, acknowledge, and deliver any and all additional assignments and documents as may be necessary from time to time to enable Holder to collect and receipt for any such sums. Holder shall not be, under any circumstances, liable or responsible for failure to collect or exercise diligence in the collection of any of such sums. Any sums received by Holder in the event of condemnation shall be applied to installments on the Obligation in inverse order of maturity.

Section 4.8 Insurance Proceeds. The proceeds of any and all insurance upon the Property shall be collected by Holder, and Holder shall have the option, in Holder's sole discretion, to apply any proceeds so collected either to the restoration of the Property or to the liquidation of the Obligation.

Section 4.9 Reserve for Taxes and Insurance Premiums. In the event of default under the Loan Documents and upon the request of Holder, Grantor shall create a fund or reserve for the payment of all insurance premiums, taxes, and assessments against or affecting the Property by paying to Holder, on the first day of each calendar month prior to the maturity of the Note, a sum equal to the premiums that will next become due and payable on the hazard insurance policies covering the Property, or any part thereof, plus taxes and assessments next due on the Property, or any part thereof, as estimated by Holder, less all sums paid previously to Holder therefor, divided by the number of months to elapse before one month prior to the date when such premiums, taxes, and assessments will become due, such sums to be held by Holder, without interest, unless interest is required by applicable law, for the purposes of paying such premiums, taxes, and assessments. Any excess reserve shall, at the discretion of Holder, be credited by Holder on subsequent reserve payments or subsequent payments to be made on the Note by the maker thereof, and all deficiency shall be paid by Grantor to Holder on or before the date when such premiums, taxes, and assessments shall become delinquent. In the event there exists a deficiency in such fund or reserve at any time when taxes,

assessments, or insurance premiums are due and payable, Holder may, but shall not be obligated to, advance the amount of such deficiency on behalf of the Grantor, and such amounts so advanced shall become a part of the Obligation, shall be immediately due and payable and shall bear interest at the rate provided in the Note from the date of such advance through and including the date of repayment. Transfer of legal title to the Property shall automatically transfer the interest of Grantor in all sums deposited with Holder under the provisions hereof or otherwise. In the event that Holder does not request that such a fund be established, Grantor hereby agrees that it will promptly pay all premiums, taxes, and assessments when due, and will furnish to Holder proof of payment within 45 days of the due date by submitting canceled checks along with the statement concerning such taxes, premiums, or assessments.

Section 4.10 TEXAS FINANCE CODE §307.052 COLLATERAL PROTECTION INSURANCE NOTICE. GRANTOR IS REQUIRED TO: (A) KEEP THE PROPERTY INSURED AGAINST DAMAGE IN THE AMOUNT HOLDER SPECIFIED; (B) PURCHASE THE INSURANCE FROM AN INSURER THAT IS AUTHORIZED TO DO BUSINESS IN THE STATE OF TEXAS OR AN ELIGIBLE SURPLUS LINES INSURED; AND (C) NAME HOLDER AS THE PERSON TO BE PAID UNDER THE POLICY IN THE EVENT OF A LOSS. GRANTOR MUST, IF REQUIRED BY HOLDER, DELIVER TO HOLDER A COPY OF THE POLICY AND PROOF OF THE PAYMENT OF PREMIUMS. IF GRANTOR FAILS TO MEET ANY REQUIREMENT LISTED ABOVE, HOLDER MAY OBTAIN COLLATERAL PROTECTION INSURANCE ON BEHALF OF GRANTOR AT GRANTOR'S EXPENSE.

Section 4.11 Right to Accelerate Upon Transfer. If Grantor shall sell, convey, assign, or transfer all or any part of the Property, or any interest therein, or any beneficial interest in the Grantor, Holder may at Holder's option, declare the Obligation to be immediately due and payable, which option may be exercised at any time following such sale, conveyance, assignment, or transfer. Holder may in its sole discretion and at Grantor's request decide not to exercise said option in which event Holder's forbearance may be predicated on such terms and conditions as Holder may in its sole discretion require, including but not limited to Holder's approval of the transferee's credit worthiness and management ability, and the execution and delivery to Holder by transferee, prior to the sale, transfer, assignment, or conveyance of a written assumption agreement containing such terms as Holder may require, including but not limited to, a payment of a part of the principal amount of the Obligation, the payment of an assumption fee, a modification of the term of the Obligation, and such other terms as Holder may require. Should the Property be sold, traded, transferred, assigned, exchanged, or otherwise disposed of without the prior written consent of Holder and payment of any portion of the Obligation is thereafter accepted by the Holder such acceptance

shall not be deemed a waiver of the requirement of Holder's consent in writing thereto or with respect to any other sale, trade, transfer, assignment, exchange, or other disposition.

Section 4.12 Prohibition Against Subordinate Financing. If Grantor without the prior written consent of Holder, executes or delivers any pledge, security agreement, mortgage, or deed of trust covering all or any portion of the Property (hereafter called "Subordinate Mortgage") Holder may, at Holder's option, which option may be exercised at any time following such pledge, security agreement, mortgage, or deed of trust, declare the Obligation to be immediately due and payable. In the event of consent by Holder to the foregoing or in the event the foregoing prohibition is determined by a court of competent jurisdiction to be unenforceable under the provisions of any applicable law, Grantor will not execute or deliver any Subordinate Mortgage unless there shall have been delivered to Holder not less than ten (10) days prior to the date thereof a copy thereof which shall contain express covenants to the effect: (a) that the Subordinate Mortgage is in all respects unconditionally subject and subordinate to the lien, security interest, and assignment evidenced by this Deed of Trust and each term and provision hereof; (b) that if any action or proceeding shall be instituted to foreclose the Subordinate Mortgage (regardless of whether the same is a judicial proceeding or pursuant to a power of sale contained therein), no tenant of any portion of the Property will be named as a party defendant, or will any action be taken with respect to the Property which would terminate any occupancy or tenancy of the Property without the prior written consent of Holder; (c) that the rents and profits, if collected through a receiver or by the Holder of the Subordinate Mortgage, shall be applied first to the Obligations, including principal and interest due and owing on or to become due and owing on the Note and the other indebtedness secured hereby and then to the payment of maintenance, operating charges, taxes, assessments, and disbursements incurred in connection with the ownership, operation, and maintenance of the Property; and (d) that if any action or proceeding shall be brought to foreclose the Subordinate Mortgage, (regardless of whether the same is a judicial proceeding or pursuant to a power of sale contained therein), written notice of the commencement thereof will be given to Holder contemporaneously with the commencement of such action or proceeding.

Section 4.13 Subrogation. It is understood and agreed that the proceeds of the Note, to the extent the same are utilized to renew or extend any indebtedness or take up any outstanding liens against the Property, or any portion thereof, have been advanced by Holder at Grantor's request and upon Grantor's representation that such amounts are due and payable. Holder shall be subrogated to any and all rights, remedies, powers, privileges, liens, titles, and security interests owned or claimed by any owner or holder of said outstanding indebtedness or lien, however remote, regardless of whether said indebtedness or lien is acquired by assignment or is released by the holder thereof upon payment.

Section 4.14 Covenant to Perform. Grantor and each and every subsequent owner of the Property, or any part thereof, covenants and agrees that Grantor will perform or cause to be performed, each and every condition, term, provision, and covenant of this Deed of Trust, except that Grantor shall have no duty to pay the indebtedness evidenced by the Note except in accordance with the terms of the Note and all renewals and extensions thereof, and this Deed of Trust or in accordance with the terms of the transfer to Grantor.

Section 4.15 Notice. Except as otherwise provided herein, wherever this Deed of Trust requires notice to Grantor, notice shall be in writing and shall be deemed effective if either (1) hand delivered, (2) sent by certified mail, return receipt requested, postage prepaid, or (3) sent by overnight courier. All notices sent by U.S. mail and addressed as shown on the first page of this Deed of Trust shall be deemed received on the earlier of (i) the third day (excluding Sundays and legal holidays when the U.S. mail is not delivered) immediately following date of deposit in the U.S. mail or (ii) the date of actual receipt. All notices which are hand delivered or sent by overnight courier shall be deemed received on the day of delivery to the address shown on the first page of this Deed of Trust.

Section 4.16 Enforceability. If the rights and liens created by this Deed of Trust shall be held by a court of competent jurisdiction to be invalid or unenforceable as to any part of the Obligation, the unsecured portion of the Obligation shall be completely paid prior to the payment of the remaining and secured portion of the Obligation, and all payments made on the Obligation shall be considered to have been paid on and applied first to the complete payment of the unsecured portion of the Obligation.

Section 4.17 Successors and Assigns. This Deed of Trust is binding upon Grantor and Grantor's successors, and shall inure to the benefit of Holder, and its successors and assigns, and the provisions hereof shall be covenants running with the Land. The duties, covenants, conditions, obligations, and warranties of Grantor in this Deed of Trust shall be joint and several obligations of Grantor and Grantor's successors.

Section 4.18 Counterparts. This Deed of Trust may be executed in a number of identical counterparts, each of which, for all purposes, shall be deemed an original. If any Grantor is a corporation, this instrument is executed, sealed, and attested by Grantor's officers hereunto duly authorized.

Section 4.19 Financing Statement. This Deed of Trust is intended to be a financing statement filed as a fixture filing with respect to the Accessories and the goods described at the beginning of this Deed of Trust which are or are to become fixtures relating to the Land. The address of Grantor (Debtor) is set forth on the first page hereof and the address of Holder (Secured Party) is set forth in Section 1.1 hereof. This Deed of Trust is to be filed for record

in the real property records of the county clerk of the county or counties where the Land is located. Grantor is the record owner of the Land. A carbon, photographic, or other reproduction of this Deed of Trust or of a financing statement pursuant hereto is sufficient as a financing statement.

Section 4.20 Partial Invalidity. If the lien of this Deed of Trust is invalid or unenforceable as to any part of the debt, or if the lien is invalid or unenforceable as to any part of the Property, the unsecured or partially secured portion of the debt shall be completely paid prior to the payment of the remaining and secured or partially secured portion of the debt, and all payments made on the debt, whether voluntary or under foreclosure or other enforcement action or procedure, shall be considered to have been first paid on and applied to the full payment of that portion of the debt which is not secured or fully secured by the lien of this Deed of Trust.

Section 4.21 Appraisal. Holder may from time to time obtain, or require Grantor to obtain for Holder, an appraisal performed by a licensed or certified appraiser acceptable to Holder of any real property securing any extension of credit by Holder to Grantor. Grantor shall insure that such appraiser has free and full access to the subject real property for the purpose of making an appraisal. Grantor consents to such access by appraiser. If Grantor is not in possession of the real property at the time of the appraisal, Grantor shall obtain any consent and cooperation of any person in possession of the real property at the time of the appraisal. Unless prohibited by applicable law, Grantor shall pay to Holder, on demand, any fees incurred by Holder in obtaining any appraisal required under a regulation or policy of any applicable governmental authority or required under Holder's loan policy. Grantor's obligation under this paragraph shall be secured by Holder's lien upon the subject real property unless the real property is the homestead of the Grantor.

Section 4.22 Attorneys' Fees. If this Deed of Trust or any document related to it is given by Holder to an attorney for enforcement, or if suit is brought for collection or enforcement, or if this Deed of Trust or any document related to it is collected or enforced through probate, bankruptcy or other judicial proceeding (or Holder takes action to protect its interests through probate, bankruptcy or other judicial proceedings), Grantor shall pay Holder reasonable attorneys' fees, court costs and expenses in addition to other amounts due hereunder.

Section 4.23 Severability. Except as expressly provided to the contrary herein, each section, part, term, or provision of this Deed of Trust shall be considered severable, and if for any reason any article, section, part, term, or provision herein is determined to be invalid and contrary to or in conflict with any existing or future law or regulation by a court or governmental agency having valid jurisdiction, such determination shall not impair the

operation of or have any other effect on other sections, parts, terms, or provisions of this Deed of Trust as may remain otherwise intelligible, and the latter shall continue to be given full force and effect and bind the parties hereto, and said invalid sections, parts, terms, or provisions shall not be deemed to be a part of this Deed of Trust.

Section 4.24 No Agency, Partnership or Joint Venture. Nothing contained herein nor any acts of the parties hereto shall be deemed or construed by the Holder or by any other party as creating the relationship between them of (i) principal and agent, (ii) a partnership, or (iii) a joint venture.

Section 4.25 Cross-Default Provision. It is expressly understood and agreed that, should Grantor default or commit an event of default under or pursuant to any agreement which is secured by a lien or liens on any portion of the Property, the Obligation hereby secured, at the option of the Holder, shall become due and payable.

Section 4.26 Purchase Money. The Obligation hereby secured is given in part payment of the purchase price of the Property herein described and is primarily secured by a Vendor's Lien retained in Deed of even date herewith conveying said Property to the Grantor herein, and this Deed of Trust is given as additional security for the payment of said indebtedness. Said Vendor's Lien is hereby renewed, extended and carried forward in full force and effect to secure the payment of the Obligation hereby secured.

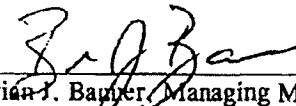
Signature page follows.

EXECUTED as of the date first above written.

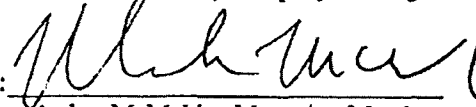
GRANTOR:

The Sanctuary Texas LLC,
a Texas limited liability company

By: The Acquis Companies LLC,
a Texas limited liability company, Manager

By: 
Brian J. Banner, Managing Member

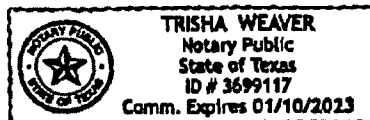
By: JRH Equity, LLC,
a Texas limited liability company, Manager

By: 
Marlon McMakin, Managing Member

STATE OF TEXAS §
 §
COUNTY OF Dallas §

BEFORE ME, the undersigned, a Notary Public in and for the said County and State, on this day personally appeared **Brian J. Banner, Managing Member of The Acquis Companies LLC, a Texas limited liability company, Manager of The Sanctuary Texas LLC, a Texas limited liability company**, known to me to be the person whose name is subscribed hereto, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 1st day of August, 2019.




NOTARY PUBLIC, State of Texas

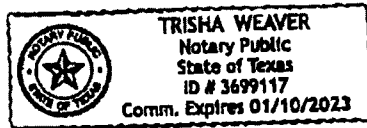
DEED OF TRUST

Page 20

STATE OF TEXAS §
 §
COUNTY OF Dallas §

BEFORE ME, the undersigned, a Notary Public in and for the said County and State, on this day personally appeared **Marlon McMakin, Managing Member of JRH Equity, LLC, a Texas limited liability company, Manager of The Sanctuary Texas LLC, a Texas limited liability company**, known to me to be the person whose name is subscribed hereto, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 1st day of August, 2019.



Trisha Weaver
NOTARY PUBLIC, State of Texas

**EXHIBIT A
PROPERTY DESCRIPTION**

FIELD NOTES TO ALL THAT CERTAIN TRACT OR PARCEL OF LAND SITUATED IN THE CHRISTOPHER C. DICKSON SURVEY, ABSTRACT NO. 339, DENTON COUNTY, TEXAS, BEING ALL OF LOTS 1-9, CARDINAL RIDGE ESTATES, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN CABINET P, PAGE 256, PLAT RECORDS, DENTON COUNTY, TEXAS AND BEING ALL OF THAT CERTAIN CALLED 4.83 ACRE TRACT OF LAND DESCRIBED IN DEED TO BRODERICK S. HARVEY AND MARY L. HARVEY, RECORDED IN VOLUME 5051, PAGE 4250, REAL PROPERTY RECORDS, DENTON COUNTY, TEXAS;

BEGINNING AT A CAPPED IRON ROD FOUND FOR THE SOUTHWEST CORNER OF THAT CERTAIN CALLED 70.14 ACRE TRACT OF LAND DESCRIBED IN DEED TO TAYLOR MORRISON OF TEXAS, INC. RECORDED IN DOCUMENT NO. 2018-60177 REAL PROPERTY RECORDS, DENTON COUNTY, TEXAS AND THE NORTHWEST CORNER OF SAID CARDINAL RIDGE ESTATES, SAME BEING THE NORTHWEST CORNER OF LOT 6;

THENCE NORTH 89 DEGREES 35 MINUTES 36 SECONDS EAST, WITH THE SOUTH LINE OF SAID CALLED 70.14 ACRE TRACT OF LAND AND THE NORTH LINE OF SAID CARDINAL RIDGE ESTATES, PASSING AT 593.96 FEET A CAPPED IRON ROD FOUND FOR THE NORTHEAST CORNER OF SAID LOT 6 AND THE NORTHWEST CORNER OF LOT 7, PASSING AT 1187.56 A CAPPED IRON ROD FOUND FOR THE NORTHEAST CORNER OF SAID LOT 7 AND THE NORTHWEST CORNER OF LOT 8, PASSING AT 1631.83 A CAPPED IRON ROD FOUND FOR THE NORTHEAST CORNER OF SAID LOT 8 AND THE NORTHWEST CORNER OF LOT 9, CONTINUING FOR A TOTAL DISTANCE OF 2430.18 FEET TO A CAPPED IRON ROD FOUND FOR THE NORTHEAST CORNER OF SAID LOT 9;

THENCE SOUTH 00 DEGREES 27 MINUTES 11 SECONDS EAST, WITH THE EAST LINE OF SAID LOT 9, A DISTANCE OF 36.98 FEET TO A 1/2-INCH IRON ROD FOUND IN THE NORTH LINE OF AN INGRESS AND EGRESS EASEMENT, RECORDED IN DOCUMENT NO. 93-92181, DEED RECORDS, DENTON COUNTY, TEXAS, KNOWN AS CARDINAL RIDGE LANE, FOR THE SOUTHEAST CORNER OF SAID LOT 9;

THENCE SOUTH 89 DEGREES 47 MINUTES 56 SECONDS EAST, WITH THE NORTH LINE OF SAID INGRESS AND EGRESS EASEMENT AND THE NORTH LINE OF SAID CARDINAL RIDGE ESTATES, PASSING THE SOUTHEAST CORNER OF SAID CALLED 70.14 ACRE TRACT OF LAND, SAME BEING THE SOUTHWEST CORNER OF THAT CERTAIN TRACT OF LAND DESCRIBED IN DEED TO D. & C. VAN NGUYEN, RECORDED IN DOCUMENT NO. 93-30424, DEED RECORDS, DENTON COUNTY, TEXAS, CONTINUING WITH THE SOUTH LINE OF SAID NGUYEN TRACT FOR A DISTANCE OF 906.95 FEET TO A CAPPED IRON ROD FOUND IN THE WEST RIGHT-OF-WAY LINE OF W. ELDORADO PARKWAY FOR THE NORTHEAST CORNER OF SAID INGRESS AND EGRESS EASEMENT AND THE SOUTHEAST CORNER OF SAID NGUYEN TRACT;

THENCE SOUTH 00 DEGREES 24 MINUTES 19 SECONDS WEST, WITH SAID RIGHT-OF-WAY, PASSING THE SOUTHEAST CORNER OF SAID INGRESS AND EGRESS EASEMENT, SAME BEING THE NORTHEAST CORNER OF THAT CERTAIN CALLED 4.83 ACRE TRACT OF LAND DESCRIBED IN DEED TO BRODERICK S. HARVEY AND MARY L. HARVEY, RECORDED IN VOLUME 5051, PAGE 4250, DEED RECORDS, DENTON COUNTY, TEXAS, CONTINUING FOR A DISTANCE OF 309.57 FEET TO A CAPPED IRON ROD FOUND FOR THE SOUTHEAST CORNER OF SAID CALLED 4.83 ACRE TRACT OF LAND AND THE NORTHEAST CORNER OF THAT

CERTAIN CALLED 4.660 ACRE TRACT OF LAND DESCRIBED IN DEED TO BRODERICK STEVE HARVEY, RECORDED IN DOCUMENT NO. 2006-25333, REAL PROPERTY RECORDS, DENTON COUNTY, TEXAS;

THENCE NORTH 89 DEGREES 45 MINUTES 03 SECONDS WEST, WITH THE NORTH LINE OF SAID CALLED 4.660 ACRE TRACT OF LAND AND THE SOUTH LINE OF SAID CALLED 4.83 ACRE TRACT OF LAND, A DISTANCE OF 840.31 FEET TO A CAPPED IRON ROD FOUND IN AN EASTERLY LINE OF LOT 1 OF SAID CARDINAL RIDGE ESTATES FOR THE NORTHWEST CORNER OF SAID CALLED 4.660 ACRE TRACT OF LAND AND THE SOUTHWEST CORNER OF SAID CALLED 4.83 ACRE TRACT OF LAND;

THENCE SOUTH 00 DEGREES 59 MINUTES 57 SECONDS WEST, WITH SAID EASTERLY LINE AND THE WEST LINE OF SAID CALLED 4.660 ACRE TRACT OF LAND, A DISTANCE OF 33.54 FEET TO A CAPPED IRON ROD FOUND FOR CORNER;

THENCE SOUTH 23 DEGREES 33 MINUTES 04 SECONDS WEST, CONTINUING WITH SAID EASTERLY LINE AND SAID WEST LINE, A DISTANCE OF 17.96 FEET TO A CAPPED IRON ROD FOUND FOR THE SOUTHWEST CORNER OF SAID CALLED 4.660 ACRE TRACT OF LAND AND THE NORTHWEST CORNER OF THAT CERTAIN CALLED 4.8956 ACRE TRACT OF LAND DESCRIBED IN DEED TO CRAIG J. BYLER AND WIFE, REBECCA J. BYLER, RECORDED IN VOLUME 4497, PAGE 3818, DEED RECORDS, DENTON COUNTY, TEXAS;

THENCE SOUTH 25 DEGREES 41 MINUTES 29 SECONDS WEST, CONTINUING WITH SAID EASTERLY LINE AND THE WEST LINE OF SAID CALLED 4.8956 ACRE TRACT OF LAND, A DISTANCE OF 245.82 FEET TO A 1/2-INCH IRON ROD FOUND FOR THE SOUTHWEST CORNER OF SAID CALLED 4.8956 ACRE TRACT OF LAND IN A NORTHERLY LINE OF SAID LOT 1;

THENCE SOUTH 64 DEGREES 16 MINUTES 49 SECONDS EAST, WITH SAID NORTHERLY LINE AND THE SOUTH LINE OF SAID CALLED 4.8956 ACRE TRACT OF LAND, A DISTANCE OF 862.58 FEET TO A CAPPED IRON ROD FOUND IN THE WEST RIGHT-OF-WAY LINE OF SAID ELDORADO PARKWAY FOR THE MOST EASTERLY NORTHEAST CORNER OF SAID LOT 1 AND THE SOUTHWEST CORNER OF SAID CALLED 4.8956 ACRE TRACT OF LAND;

THENCE SOUTH 26 DEGREES 02 MINUTES 36 SECONDS WEST, WITH SAID RIGHT-OF-WAY AND THE MOST EASTERLY LINE OF SAID LOT 1, A DISTANCE OF 245.68 FEET TO A CAPPED IRON ROD FOUND FOR THE MOST EASTERLY SOUTHEAST CORNER OF SAID LOT 1 AND THE NORTHEAST CORNER OF THE REMAINDER OF THAT CERTAIN CALLED 5.143 ACRE TRACT OF LAND DESCRIBED IN DEED AS TRACT ONE TO CYNTHIA J. PLAGMAN, RECORDED IN DOCUMENT NO. 2010-39828, REAL PROPERTY RECORDS, DENTON COUNTY, TEXAS;

THENCE NORTH 64 DEGREES 17 MINUTES 48 SECONDS WEST, WITH THE NORTH LINE OF SAID TRACT ONE AND A SOUTHERLY LINE OF SAID LOT 1, A DISTANCE OF 860.82 FEET TO A CAPPED IRON ROD FOUND ON AN EASTERLY LINE OF SAID LOT 1 FOR THE NORTHWEST CORNER OF SAID TRACT ONE;

THENCE SOUTH 25 DEGREES 42 MINUTES 29 SECONDS WEST, WITH SAID EASTERLY LINE AND THE WEST LINE OF SAID TRACT ONE, PASSING THE SOUTHWEST CORNER OF SAID TRACT ONE, SAME BEING THE NORTHWEST CORNER OF THE REMAINDER OF THAT CERTAIN CALLED 5.169 ACRE TRACT OF LAND DESCRIBED AS TRACT TWO IN DEED TO CYNTHIA J. PLAGMAN, RECORDED IN DOCUMENT NO. 2010-39828, REAL PROPERTY

RECORDS, DENTON COUNTY, TEXAS, CONTINUING WITH THE WEST LINE OF SAID TRACT TWO AND PASSING THE SOUTHWEST CORNER THEREOF, SAME BEING THE NORTHWEST CORNER OF THAT CERTAIN CALLED 4.84 ACRE TRACT OF LAND DESCRIBED IN DEED TO GUARANTEE PARTNERS, LLC, RECORDED IN DOCUMENT NO. 2011-27769, REAL PROPERTY RECORDS, DENTON COUNTY, TEXAS, CONTINUING THE WITH WEST LINE OF SAID CALLED 4.84 ACRE TRACT OF LAND FOR A TOTAL DISTANCE OF 737.20 FEET TO A CAPPED IRON ROD SET IN THE SOUTH LINE OF CARDINAL RIDGE ESTATES FOR THE SOUTHWEST CORNER OF SAID CALLED 4.84 ACRE TRACT OF LAND, THE MOST NORTHERLY NORTHWEST CORNER OF THAT CERTAIN CALLED 4.780 ACRE TRACT OF LAND DESCRIBED IN DEED TO HASSAN KHOSRAVI AND MOHTARAM FALLAHIAN, RECORDED IN DOCUMENT NO. 2011-5576, REAL PROPERTY RECORDS, DENTON COUNTY, TEXAS AND THE MOST SOUTHERLY SOUTHEAST CORNER OF SAID LOT 1;

THENCE SOUTH 87 DEGREES 20 MINUTES 37 SECONDS WEST, WITH THE SOUTHERLY LINE OF SAID LOT 1 AND SAID CARDINAL RIDGE ESTATES AND THE NORTH LINE OF SAID CALLED 4.780 ACRE TRACT OF LAND, PASSING A CAPPED IRON ROD FOUND FOR THE NORTHWEST CORNER OF SAID CALLED 4.780 ACRE TRACT OF LAND AND THE NORTHEAST CORNER OF THAT CERTAIN CALLED 5.176 ACRE TRACT OF LAND DESCRIBED IN DEED TO JEFFREY SCOTT EGGLESTON, RECORDED IN DOCUMENT NO. 96-61925, DEED RECORDS, DENTON COUNTY, TEXAS AT 5.42 FEET, CONTINUING WITH THE NORTH LINE OF SAID CALLED 5.176 ACRE TRACT OF LAND FOR A TOTAL DISTANCE OF 260.96 FEET TO A 1/2-INCH IRON ROD FOUND FOR THE MOST SOUTHERLY CORNER OF SAID LOT 1, THE NORTHWEST CORNER OF SAID CALLED 5.176 ACRE TRACT OF LAND, THE NORTHEAST CORNER OF THAT CERTAIN CALLED 4.885 ACRE TRACT OF LAND DESCRIBED AS TRACT 3 IN DEED TO BRODERICK S. HARVEY, RECORDED IN DOCUMENT NO. 2008-123813, REAL PROPERTY RECORDS, DENTON COUNTY, TEXAS AND THE MOST EASTERLY CORNER OF THAT CERTAIN CALLED 10.011 ACRE TRACT OF LAND DESCRIBED IN DEED TO ALFRED W. LEISTIKOW AND WIFE, JOAN E. LEISTIKOW, RECORDED IN DOCUMENT NO. 94-42633, DEED RECORDS, DENTON COUNTY, TEXAS;

THENCE NORTH 31 DEGREES 16 MINUTES 47 SECONDS WEST, WITH THE SOUTHERLY LINE OF SAID LOT 1 AND SAID CARDINAL RIDGE ESTATES AND THE NORTH LINE OF SAID CALLED 10.011 ACRE TRACT OF LAND, A DISTANCE OF 441.82 FEET TO A 1/2-INCH IRON ROD FOUND FOR THE MOST WESTERLY CORNER OF SAID LOT 1, THE SOUTHEAST CORNER OF LOT 2 AND THE NORTHEAST CORNER OF SAID CALLED 10.011 ACRE TRACT OF LAND;

THENCE NORTH 76 DEGREES 14 MINUTES 50 SECONDS WEST, WITH THE SOUTH LINE OF SAID LOT 2 AND SAID CARDINAL RIDGE ESTATES AND THE NORTH LINE OF SAID CALLED 10.011 ACRE TRACT OF LAND, A DISTANCE OF 1496.73 FEET TO A 1/2-INCH IRON ROD FOUND IN THE WEST LINE OF SAID CARDINAL RIDGE ESTATES FOR THE SOUTHWEST CORNER OF SAID LOT 2 AND THE NORTHWEST CORNER OF SAID CALLED 10.011 ACRE TRACT OF LAND;

THENCE NORTH 00 DEGREES 41 MINUTES 37 SECONDS WEST, WITH THE WEST LINE OF SAID LOT 2 AND THE WEST LINE OF SAID CARDINAL RIDGE ESTATES, A DISTANCE OF 171.07 FEET TO A 1/2-INCH IRON ROD FOUND FOR THE NORTHWEST CORNER OF SAID LOT 2 AND THE SOUTHWEST CORNER OF LOT 5;

THENCE NORTH 00 DEGREES 48 MINUTES 27 SECONDS WEST, WITH THE WEST LINE OF LOT 5 AND THE WEST LINE OF SAID CARDINAL RIDGE ESTATES, PASSING AT 297.01 FEET A CAPPED IRON ROD FOUND FOR THE NORTHWEST CORNER OF SAID LOT 5 AND THE

SOUTHWEST CORNER OF SAID LOT 6, CONTINUING FOR A TOTAL DISTANCE OF 593.97 FEET
TO THE POINT OF BEGINNING AND CONTAINING 70.146 ACRES OF LAND, MORE OR LESS.

Denton County
Juli Luke
County Clerk

Instrument Number: 106444

ERecordings-RP

ASSIGNMENT

Recorded On: August 27, 2019 03:56 PM

Number of Pages: 14

" Examined and Charged as Follows: "

Total Recording: \$78.00

***** 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: 106444
Receipt Number: 20190827000672
Recorded Date/Time: August 27, 2019 03:56 PM
User: Darcey B
Station: Station 21

Record and Return To:

Simplifile




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, TX

EXHIBIT “C-2”

Owner’s Policy of Title Insurance

	First American Title	Owner's Policy of Title Insurance T-1
	Owner's Policy	ISSUED BY First American Title Insurance Company POLICY NUMBER 1002-271991-RTT

Any notice of claim and any other notice or statement in writing required to be given the Company under this Policy must be given to the Company at the address shown in Section 18 of the Conditions.

COVERED RISKS

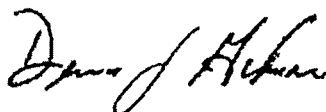
SUBJECT TO THE EXCLUSIONS FROM COVERAGE, THE EXCEPTIONS FROM COVERAGE CONTAINED IN SCHEDULE B AND THE CONDITIONS, FIRST AMERICAN TITLE INSURANCE COMPANY, a Nebraska corporation (the "Company") insures, as of Date of Policy and, to the extent stated in Covered Risks 9 and 10, after Date of Policy, against loss or damage, not exceeding the Amount of Insurance, sustained or incurred by the Insured by reason of:

1. Title being vested other than as stated in Schedule A.
2. Any defect in or lien or encumbrance on the Title. This Covered Risk includes but is not limited to insurance against loss from:
 - (a) A defect in the Title caused by:
 - (i) A defect in the Title caused by:
 - forger, fraud, undue influence, duress, incompetency, incapacity or impersonation;
 - failure of any person or Entity to have authorized a transfer or conveyance;
 - a document affecting Title not properly created, executed, witnessed, sealed, acknowledged, notarized or delivered;
 - failure to perform those acts necessary to create a document by electronic means authorized by law;
 - a document executed under a falsified, expired or otherwise invalid power of attorney;
 - a document not properly filed, recorded or indexed in the Public Records including failure to perform those acts by electronic means authorized by law; or
 - a defective judicial or administrative proceeding.
 - (b) The lien of real estate taxes or assessments imposed on the Title by a governmental authority due or payable, but unpaid.
 - (c) Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land. The term "encroachment" includes encroachments of existing improvements located on the Land onto adjoining land, and encroachments onto the Land of existing improvements located on adjoining land.
 - (d) Any statutory or constitutional mechanic's, contractor's, or materialman's lien for labor or materials having its inception on or before Date of Policy.
 3. Lack of good and indefeasible Title.
 4. No right of access to and from the Land.

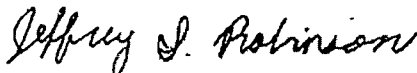
(Covered Risks Continued on Page 2)

In Witness Whereof, First American Title Insurance Company has caused its corporate name to be hereunto affixed by its authorized officers as of Date of Policy shown in Schedule A.

First American Title Insurance Company



Dennis J. Gilmore
President



Jeffrey S. Robinson
Secretary

(This Policy is valid only when Schedules A and B are attached)

This jacket was created electronically and constitutes an original document

5. The violation or enforcement of any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting or relating to:
 - (a) the occupancy, use or enjoyment of the Land;
 - (b) the character, dimensions or location of any improvement erected on the Land;
 - (c) subdivision of land; or
 - (d) environmental protection
 if a notice, describing any part of the Land, is recorded in the Public Records setting forth the violation or intention to enforce, but only to the extent of the violation or enforcement referred to in that notice.
6. An enforcement action based on the exercise of a governmental police power not covered by Covered Risk 5 if a notice of the enforcement action, describing any part of the Land, is recorded in the Public Records, but only to the extent of the enforcement referred to in that notice.
7. The exercise of the rights of eminent domain if a notice of the exercise, describing any part of the Land, is recorded in the Public Records.
8. Any taking by a governmental body that has occurred and is binding on the rights of a purchaser for value without knowledge.
9. Title being vested other than as stated in Schedule A or being defective:
 - (a) as a result of the avoidance in whole or in part, or from a court order providing an alternative remedy, of a transfer of all or any part of the title to or any interest in the Land occurring prior to the transaction vesting Title as shown in Schedule A because that prior transfer constituted a fraudulent or preferential transfer under federal bankruptcy, state insolvency or similar creditors' rights laws; or
 - (b) because the instrument of transfer vesting Title as shown in Schedule A constitutes a preferential transfer under federal bankruptcy, state insolvency or similar creditors' rights laws by reason of the failure of its recording in the Public Records:
 - (i) to be timely, or
 - (ii) to impart notice of its existence to a purchaser for value or a judgment or lien creditor.
10. Any defect in or lien or encumbrance on the Title or other matter included in Covered Risks 1 through 9 that has been created or attached or has been filed or recorded in the Public Records subsequent to Date of Policy and prior to the recording of the deed or other instrument of transfer in the Public Records that vests Title as shown in Schedule A.

The Company will also pay the costs, attorneys' fees and expenses incurred in defense of any matter insured against by this Policy, but only to the extent provided in the Conditions.

EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy and the Company will not pay loss or damage, costs, attorneys' fees or expenses that arise by reason of:

1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting or relating to:
 - (i) the occupancy, use, or enjoyment of the Land;
 - (ii) the character, dimensions or location of any improvement erected on the Land;
 - (iii) subdivision of land; or
 - (iv) environmental protection;
 or the effect of any violation of these laws, ordinances or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5.
- (b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6.
2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
3. Defects, liens, encumbrances, adverse claims or other matters:
 - (a) created, suffered, assumed or agreed to by the Insured Claimant;
 - (b) not known to the Company, not recorded in the Public Records at Date of Policy, but known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
- (c) resulting in no loss or damage to the Insured Claimant;
- (d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 9 and 10); or
- (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Title.
4. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction vesting the Title as shown in Schedule A, is:
 - (a) a fraudulent conveyance or fraudulent transfer; or
 - (b) a preferential transfer for any reason not stated in Covered Risk 9 of this policy.
5. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the deed or other instrument of transfer in the Public Records that vests Title as shown in Schedule A.
6. The refusal of any person to purchase, lease or lend money on the estate or interest covered hereby in the land described in Schedule A because of Unmarketable Title.

CONDITIONS

1. DEFINITION OF TERMS.

The following terms when used in this policy mean:

- (a) "Amount of Insurance": the amount stated in Schedule A, as may be increased or decreased by endorsement to this policy, increased by Section 8(b), or decreased by Sections 10 and 11 of these Conditions.
- (b) "Date of Policy": The date designated as "Date of Policy" in Schedule A.
- (c) "Entity": A corporation, partnership, trust, limited liability company or other similar legal entity.
- (d) "Insured": the Insured named in Schedule A.
 - (i) The term "Insured" also includes:
 - (A) successors to the Title of the Insured by operation of law as distinguished from purchase, including heirs, devisees, survivors, personal representatives or next of kin;
 - (B) successors to an Insured by dissolution, merger, consolidation, distribution or reorganization;
 - (C) successors to an Insured by its conversion to another kind of Entity;
 - (D) a grantee of an Insured under a deed delivered without payment of actual valuable consideration conveying the Title;
 - (1) If the stock, shares, memberships, or other equity interests of the grantee are wholly-owned by the named Insured,
 - (2) If the grantee wholly owns the named Insured,
 - (3) If the grantee is wholly-owned by an affiliated Entity of the named Insured, provided the affiliated Entity and the named Insured are both wholly-owned by the same person or Entity, or
 - (4) If the grantee is a trustee or beneficiary of a trust created by a written instrument established by the Insured named in Schedule A for estate planning purposes.
 - (ii) With regard to (A), (B), (C) and (D) reserving, however, all rights and defenses as to any successor that the Company would have had against any predecessor Insured.
- (e) "Insured Claimant": an Insured claiming loss or damage.
- (f) "Knowledge" or "Known": actual knowledge, not constructive knowledge or notice that may be imputed to an Insured by reason of the Public Records or any other records that impart constructive notice of matters affecting the Title.
- (g) "Land": the land described in Schedule A, and affixed improvements that by law constitute real property. The term "Land" does not include any property beyond the lines of the area described in Schedule A, nor any right, title, interest, estate or easement in abutting streets, roads, avenues, alleys, lanes, ways or waterways, but this does not modify or limit the extent that a right of access to and from the Land is insured by this policy.
- (h) "Mortgage": mortgage, deed of trust, trust deed, or other security instrument, including one evidenced by electronic means authorized by law.
- (i) "Public Records": records established under state statutes at Date of Policy for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without Knowledge. With respect to Covered Risk 5(d), "Public Records" shall also include environmental protection liens filed in the records of the clerk of the United States District Court for the district where the Land is located.
- (j) "Title": the estate or interest described in Schedule A.
- (k) "Unmarketable Title": Title affected by an alleged or apparent matter that would permit a prospective purchaser or lessee of the Title or lender on the Title to be released from the obligation to purchase, lease or lend if there is a contractual condition requiring the delivery of marketable title.

2. CONTINUATION OF INSURANCE.

The coverage of this policy shall continue in force as of Date of Policy in favor of an Insured, but only so long as the Insured retains an estate or interest in the Land, or holds an obligation secured by a purchase money Mortgage given by a purchaser from the Insured, or only so long as the Insured shall have liability by reason of warranties in any transfer or conveyance of the Title. This policy shall not continue in force in favor of any purchaser from the Insured of either (i) an estate or interest in the Land, or (ii) an obligation secured by a purchase money Mortgage given to the Insured.

3. NOTICE OF CLAIM TO BE GIVEN BY INSURED CLAIMANT.

The Insured shall notify the Company promptly in writing (i) in case of any litigation as set forth in Section 5(a) below, or (ii) in case Knowledge shall come to an Insured hereunder of any claim of title or interest that is adverse to the Title, as Insured, and that might cause loss or damage for which the Company may be liable by virtue of this policy. If the Company is prejudiced by the failure of the Insured Claimant to provide prompt notice, the Company's liability to the Insured Claimant under the policy shall be reduced to the extent of the prejudice.

When, after the Date of the Policy, the Insured notifies the Company as required herein of a lien, encumbrance, adverse claim or other defect in Title insured by this policy that is not excluded or excepted from the coverage of this policy, the Company shall promptly investigate the charge to determine whether the lien, encumbrance, adverse claim or defect or other matter is valid and not barred by law or statute. The Company shall notify the Insured in writing, within a reasonable time, of its determination as to the validity or invalidity of the Insured's claim or charge under the policy. If the Company concludes that the lien, encumbrance, adverse claim or defect is not covered by this policy, or was otherwise addressed in the closing of the transaction in connection with which this policy was issued, the Company shall specifically advise the Insured of the reasons for its determination. If the Company concludes that the lien, encumbrance, adverse claim or defect is valid, the Company shall take one of the following actions: (i) institute the necessary proceedings to clear the lien, encumbrance, adverse claim or defect from the Title as insured; (ii) indemnify the Insured as provided in this policy; (iii) upon payment of appropriate premium and charges therefor, issue to the Insured Claimant or to a subsequent owner, mortgagee or holder of the estate or interest in the Land insured by this policy, a policy of

CONDITIONS (Continued)

title insurance without exception for the lien, encumbrance, adverse claim or defect, said policy to be in an amount equal to the current value of the Land or, if a loan policy, the amount of the loan; (iv) indemnify another title insurance company in connection with its issuance of a policy(ies) of title insurance without exception for the lien, encumbrance, adverse claim or defect; (v) secure a release or other document discharging the lien, encumbrance, adverse claim or defect; or (vi) undertake a combination of (i) through (v) herein.

4. PROOF OF LOSS.

In the event the Company is unable to determine the amount of loss or damage, the Company may, at its option, require as a condition of payment that the Insured Claimant furnish a signed proof of loss. The proof of loss must describe the defect, lien, encumbrance or other matter insured against by this policy that constitutes the basis of loss or damage and shall state, to the extent possible, the basis of calculating the amount of the loss or damage.

5. DEFENSE AND PROSECUTION OF ACTIONS.

- (a) Upon written request by the Insured, and subject to the options contained in Sections 3 and 7 of these Conditions, the Company, at its own cost and without unreasonable delay, shall provide for the defense of an Insured in litigation in which any third party asserts a claim covered by this policy adverse to the Insured. This obligation is limited to only those stated causes of action alleging matters insured against by this policy. The Company shall have the right to select counsel of its choice (subject to the right of the Insured to object for reasonable cause) to represent the Insured as to those stated causes of action. It shall not be liable for and will not pay the fees of any other counsel. The Company will not pay any fees, costs or expenses incurred by the Insured in the defense of those causes of action that allege matters not insured against by this policy.
- (b) The Company shall have the right, in addition to the options contained in Sections 3 and 7, at its own cost, to institute and prosecute any action or proceeding or to do any other act that in its opinion may be necessary or desirable to establish the Title, as insured, or to prevent or reduce loss or damage to the Insured. The Company may take any appropriate action under the terms of this policy, whether or not it shall be liable to the Insured. The exercise of these rights shall not be an admission of liability or waiver of any provision of this policy. If the Company exercises its rights under this subsection, it must do so diligently.
- (c) Whenever the Company brings an action or asserts a defense as required or permitted by this policy, the Company may pursue the litigation to a final determination by a court of competent jurisdiction and it expressly reserves the right, in its sole discretion, to appeal from any adverse judgment or order.

6. DUTY OF INSURED CLAIMANT TO COOPERATE.

- (a) In all cases where this policy permits or requires the Company to prosecute or provide for the defense of any action or proceeding and any appeals, the Insured shall secure to the Company the right to so prosecute or provide defense in the action or proceeding, including the right to use, at its option, the name of the Insured for this purpose. Whenever requested by the Company, the Insured, at the Company's expense, shall give the Company all reasonable

aid (i) in securing evidence, obtaining witnesses, prosecuting or defending the action or proceeding, or effecting settlement, and (ii) in any other lawful act that in the opinion of the Company may be necessary or desirable to establish the Title or any other matter as insured. If the Company is prejudiced by the failure of the Insured to furnish the required cooperation, the Company's obligations to the Insured under the policy shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation, with regard to the matter or matters requiring such cooperation.

- (b) The Company may reasonably require the Insured Claimant to submit to examination under oath by any authorized representative of the Company and to produce for examination, inspection and copying, at such reasonable times and places as may be designated by the authorized representative of the Company, all records, in whatever medium maintained, including books, ledgers, checks, memoranda, correspondence, reports, e-mails, disks, tapes, and videos whether bearing a date before or after Date of Policy, that reasonably pertain to the loss or damage. Further, if requested by any authorized representative of the Company, the Insured Claimant shall grant its permission, in writing, for any authorized representative of the Company to examine, inspect and copy all of these records in the custody or control of a third party that reasonably pertain to the loss or damage. All information designated as confidential by the Insured Claimant provided to the Company pursuant to this Section shall not be disclosed to others unless, in the reasonable judgment of the Company, it is necessary in the administration of the claim. Failure of the Insured Claimant to submit for examination under oath, produce any reasonably requested information or grant permission to secure reasonably necessary information from third parties as required in this subsection, unless prohibited by law or governmental regulation, shall terminate any liability of the Company under this policy as to that claim.

7. OPTIONS TO PAY OR OTHERWISE SETTLE CLAIMS; TERMINATION OF LIABILITY.

In case of a claim under this policy, the Company shall have the following additional options:

- (a) To Pay or Tender Payment of the Amount of Insurance.
To pay or tender payment of the Amount of Insurance under this policy together with any costs, attorneys' fees and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment or tender of payment and that the Company is obligated to pay. Upon the exercise by the Company of this option, all liability and obligations of the Company to the Insured under this policy, other than to make the payment required in this subsection, shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation.
- (b) To Pay or Otherwise Settle With Parties Other than the Insured or With the Insured Claimant.
 - (i) To pay or otherwise settle with other parties for or in the name of an Insured Claimant any claim insured against under this policy. In addition, the Company will pay any costs, attorneys' fees and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment and that the Company is

CONDITIONS (Continued)

obligated to pay; or

- (ii) to pay or otherwise settle with the Insured Claimant the loss or damage provided for under this policy, together with any costs, attorneys' fees and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment and that the Company is obligated to pay. Upon the exercise by the Company of either of the options provided for in subsections (b)(i) or (ii), the Company's obligations to the Insured under this policy for the claimed loss or damage, other than the payments required to be made, shall terminate, including any liability or obligation to defend, prosecute or continue any litigation.

8. DETERMINATION AND EXTENT OF LIABILITY.

This policy is a contract of indemnity against actual monetary loss or damage sustained or incurred by the Insured Claimant who has suffered loss or damage by reason of matters insured against by this policy.

- (a) The extent of liability of the Company for loss or damage under this policy shall not exceed the lesser of:

- (i) the Amount of Insurance; or
- (ii) the difference between the value of the Title as insured and the value of the Title subject to the risk insured against by this policy.

- (b) If the Company pursues its rights under Section 3 or 5 and is unsuccessful in establishing the Title, as insured,

- (i) the Amount of Insurance shall be increased by 10%, and
- (ii) the Insured Claimant shall have the right to have the loss or damage determined either as of the date the claim was made by the Insured Claimant or as of the date it is settled and paid.

- (c) In addition to the extent of liability under (a) and (b), the Company will also pay those costs, attorneys' fees and expenses incurred in accordance with Sections 5 and 7 of these Conditions.

9. LIMITATION OF LIABILITY.

- (a) If the Company establishes the Title, or removes the alleged defect, lien or encumbrance, or cures the lack of a right of access to or from the Land, all as insured, or takes action in accordance with Section 3 or 7, in a reasonably diligent manner by any method, including litigation and the completion of any appeals, it shall have fully performed its obligations with respect to that matter and shall not be liable for any loss or damage caused to the Insured.

- (b) In the event of any litigation, including litigation by the Company or with the Company's consent, the Company shall have no liability for loss or damage until there has been a final determination by a court of competent jurisdiction, and disposition of all appeals, adverse to the Title, as insured.

- (c) The Company shall not be liable for loss or damage to the Insured for liability voluntarily assumed by the Insured in settling any claim or suit without the prior written consent of the Company.

10. REDUCTION OF INSURANCE; REDUCTION OR TERMINATION OF LIABILITY.

All payments under this policy, except payments made for costs, attorneys' fees and expenses, shall reduce the Amount of Insurance by the amount of the payment.

11. LIABILITY NONCUMULATIVE.

The Amount of Insurance shall be reduced by any amount the Company pays under any policy insuring a Mortgage to which exception is taken in Schedule B or to which the Insured has agreed, assumed, or taken subject or which is executed by an Insured after Date of Policy and which is a charge or lien on the Title, and the amount so paid shall be deemed a payment to the Insured under this policy.

12. PAYMENT OF LOSS.

When liability and the extent of loss or damage have been definitely fixed in accordance with these Conditions, the payment shall be made within 30 days.

13. RIGHTS OF RECOVERY UPON PAYMENT OR SETTLEMENT.

- (a) Whenever the Company shall have settled and paid a claim under this policy, it shall be subrogated and entitled to the rights of the Insured Claimant in the Title and all other rights and remedies in respect to the claim that the Insured Claimant has against any person or property, to the extent of the amount of any loss, costs, attorneys' fees and expenses paid by the Company. If requested by the Company, the Insured Claimant shall execute documents to evidence the transfer to the Company of these rights and remedies. The Insured Claimant shall permit the Company to sue, compromise or settle in the name of the Insured Claimant and to use the name of the Insured Claimant in any transaction or litigation involving these rights and remedies.

If a payment on account of a claim does not fully cover the loss of the Insured Claimant, the Company shall defer the exercise of its right to recover until after the Insured Claimant shall have recovered its loss.

- (b) The Company's right of subrogation includes the rights of the Insured to indemnities, guaranties, other policies of insurance or bonds, notwithstanding any terms or conditions contained in those instruments that address subrogation rights.

14. ARBITRATION.

Either the Company or the Insured may demand that the claim or controversy shall be submitted to arbitration pursuant to the Title Insurance Arbitration Rules of the American Land Title Association ("Rules"). Except as provided in the Rules, there shall be no joinder or consolidation with claims or controversies of other persons. Arbitrable matters may include, but are not limited to, any controversy or claim between the Company and the Insured arising out of or relating to this policy, any service in connection with its issuance or the breach of a policy provision, or to any other controversy or claim arising out of the transaction giving rise to this policy. All arbitrable matters when the Amount of Insurance is \$2,000,000 or less shall be arbitrated at the option of either the Company or the Insured, unless the Insured is an individual person (as distinguished from an Entity). All arbitrable matters when the Amount of Insurance is in excess of \$2,000,000 shall be arbitrated only when agreed to by both the Company and the Insured. Arbitration pursuant to this policy and under the Rules shall be binding upon the parties. Judgment upon the award rendered by the Arbitrator(s) may be entered in any court of competent jurisdiction.

CONDITIONS (Continued)

15. LIABILITY LIMITED TO THIS POLICY; POLICY ENTIRE CONTRACT.

- (a) This policy together with all endorsements, if any, attached to it by the Company is the entire policy and contract between the Insured and the Company. In interpreting any provision of this policy, this policy shall be construed as a whole.
- (b) Any claim of loss or damage that arises out of the status of the Title or by any action asserting such claim, shall be restricted to this policy.
- (c) Any amendment of or endorsement to this policy must be in writing and authenticated by an authorized person, or expressly incorporated by Schedule A of this policy.
- (d) Each endorsement to this policy issued at any time is made a part of this policy and is subject to all of its terms and provisions. Except as the endorsement expressly states, it does not (i) modify any of the terms and provisions of the policy, (ii) modify any prior endorsement, (iii) extend the Date of Policy or (iv) increase the Amount of Insurance. Each Commitment, endorsement or other form, or provision in the Schedules to this policy that refers to a term defined in Section 1 of the Conditions shall be deemed to refer to the term regardless of whether the term is capitalized in the Commitment, endorsement or other form, or Schedule. Each Commitment, endorsement or other form, or provision in the Schedules that refers to the Conditions and Stipulations shall be deemed to refer to the Conditions of this policy.

16. SEVERABILITY.


In the event any provision of this policy, in whole or in part, is held invalid or unenforceable under applicable law, the policy shall be deemed not to include that provision or such part held to be invalid and all other provisions shall remain in full force and effect.

17. CHOICE OF LAW; FORUM.

- (a) **Choice of Law:** The Insured acknowledges the Company has underwritten the risks covered by this policy and determined the premium charged therefor in reliance upon the law affecting interests in real property and applicable to the interpretation, rights, remedies or enforcement of policies of title insurance of the jurisdiction where the Land is located. Therefore, the court or an arbitrator shall apply the law of the jurisdiction where the Land is located to determine the validity of claims against the Title that are adverse to the Insured, and in interpreting and enforcing the terms of this policy. In neither case shall the court or arbitrator apply its conflicts of laws principles to determine the applicable law.
- (b) **Choice of Forum:** Any litigation or other proceeding brought by the Insured against the Company must be filed only in a state or federal court within the United States of America or its territories having appropriate jurisdiction.

18. NOTICES, WHERE SENT.

Any notice of claim and any other notice or statement in writing required to be given to the Company under this Policy must be given to the Company at **First American Title Insurance Company, Attn: Claims National Intake Center, 1 First American Way, Santa Ana, California 92707. Phone: 888-632-1642.**

 <p>Schedule A</p>	<p><i>First American Title</i>TM</p>	<p>Owner Policy of Title Insurance (T-1)</p> <p>ISSUED BY First American Title Insurance Company</p> <p>POLICY NUMBER 1002-271991-RTT</p>
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Name and Address of Title Insurance Company:
First American Title Insurance Company, 1 First American Way, Santa Ana, CA 92701.

File No.: 1002-271991-RTT

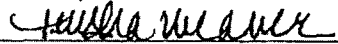
Date of Policy: 08/07/2019 at 3:56 p.m.

Address for Reference only: 9721 Cardinal Ridge Lane, Little Elm, TX 75068

Amount of Insurance: \$ [REDACTED] Premium: \$ [REDACTED]

1. Name of Insured:
THE SANCTUARY TEXAS LLC, a Texas limited liability company
2. The estate or interest in the Land that Is Insured by this policy is:
FEE SIMPLE
3. Title is Insured as vested in:
THE SANCTUARY TEXAS LLC, a Texas limited liability company
4. The land referred to in this policy is described as follows:
See Exhibit A attached hereto and made a part hereof.

By its issuing agent, Republic Title of Texas, Inc.



Authorized Signatory
Trisha Weaver, Sr. Vice President

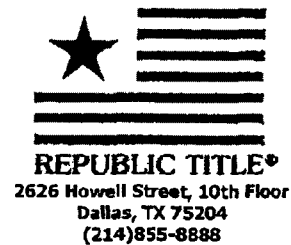


EXHIBIT "A"

FIELD NOTES TO ALL THAT CERTAIN TRACT OR PARCEL OF LAND SITUATED IN THE CHRISTOPHER C. DICKSON SURVEY, ABSTRACT NO. 339, DENTON COUNTY, TEXAS, BEING ALL OF LOTS 1-9, CARDINAL RIDGE ESTATES, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN CABINET P, PAGE 256, PLAT RECORDS, DENTON COUNTY, TEXAS AND BEING ALL OF THAT CERTAIN CALLED 4.83 ACRE TRACT OF LAND DESCRIBED IN DEED TO BRODERICK S. HARVEY AND MARY L. HARVEY, RECORDED IN VOLUME 5051, PAGE 4250, REAL PROPERTY RECORDS, DENTON COUNTY, TEXAS;

BEGINNING AT A CAPPED IRON ROD FOUND FOR THE SOUTHWEST CORNER OF THAT CERTAIN CALLED 70.14 ACRE TRACT OF LAND DESCRIBED IN DEED TO TAYLOR MORRISON OF TEXAS, INC. RECORDED IN DOCUMENT NO. 2018-60177 REAL PROPERTY RECORDS, DENTON COUNTY, TEXAS AND THE NORTHWEST CORNER OF SAID CARDINAL RIDGE ESTATES, SAME BEING THE NORTHWEST CORNER OF LOT 6;

THENCE NORTH 89 DEGREES 35 MINUTES 36 SECONDS EAST, WITH THE SOUTH LINE OF SAID CALLED 70.14 ACRE TRACT OF LAND AND THE NORTH LINE OF SAID CARDINAL RIDGE ESTATES, PASSING AT 593.96 FEET A CAPPED IRON ROD FOUND FOR THE NORTHEAST CORNER OF SAID LOT 6 AND THE NORTHWEST CORNER OF LOT 7, PASSING AT 1187.56 A CAPPED IRON ROD FOUND FOR THE NORTHEAST CORNER OF SAID LOT 7 AND THE NORTHWEST CORNER OF LOT 8, PASSING AT 1631.83 A CAPPED IRON ROD FOUND FOR THE NORTHEAST CORNER OF SAID LOT 8 AND THE NORTHWEST CORNER OF LOT 9, CONTINUING FOR A TOTAL DISTANCE OF 2430.18 FEET TO A CAPPED IRON ROD FOUND FOR THE NORTHEAST CORNER OF SAID LOT 9;

THENCE SOUTH 00 DEGREES 27 MINUTES 11 SECONDS EAST, WITH THE EAST LINE OF SAID LOT 9, A DISTANCE OF 36.98 FEET TO A 1/2-INCH IRON ROD FOUND IN THE NORTH LINE OF AN INGRESS AND EGRESS EASEMENT, RECORDED IN DOCUMENT NO. 93-92181, DEED RECORDS, DENTON COUNTY, TEXAS, KNOWN AS CARDINAL RIDGE LANE, FOR THE SOUTHEAST CORNER OF SAID LOT 9;

THENCE SOUTH 89 DEGREES 47 MINUTES 56 SECONDS EAST, WITH THE NORTH LINE OF SAID INGRESS AND EGRESS EASEMENT AND THE NORTH LINE OF SAID CARDINAL RIDGE ESTATES, PASSING THE SOUTHEAST CORNER OF SAID CALLED 70.14 ACRE TRACT OF LAND, SAME BEING THE SOUTHWEST CORNER OF THAT CERTAIN TRACT OF LAND DESCRIBED IN DEED TO D. & C. VAN NGUYEN, RECORDED IN DOCUMENT NO. 93-30424, DEED RECORDS, DENTON COUNTY, TEXAS, CONTINUING WITH THE SOUTH LINE OF SAID NGUYEN TRACT FOR A DISTANCE OF 906.95 FEET TO A CAPPED IRON ROD FOUND IN THE WEST RIGHT-OF-WAY LINE OF W. ELDORADO PARKWAY FOR THE NORTHEAST CORNER OF SAID INGRESS AND EGRESS EASEMENT AND THE SOUTHEAST CORNER OF SAID NGUYEN TRACT;

THENCE SOUTH 00 DEGREES 24 MINUTES 19 SECONDS WEST, WITH SAID RIGHT-OF-WAY, PASSING THE SOUTHEAST CORNER OF SAID INGRESS AND EGRESS EASEMENT, SAME BEING THE NORTHEAST CORNER OF THAT CERTAIN CALLED 4.83 ACRE TRACT OF LAND DESCRIBED IN DEED TO BRODERICK S. HARVEY AND MARY L. HARVEY, RECORDED IN VOLUME 5051, PAGE 4250, DEED RECORDS, DENTON COUNTY, TEXAS, CONTINUING FOR A DISTANCE OF 309.57 FEET TO A CAPPED IRON ROD FOUND FOR THE SOUTHEAST CORNER OF SAID CALLED 4.83 ACRE TRACT OF LAND AND THE NORTHEAST CORNER OF THAT CERTAIN CALLED 4.660 ACRE TRACT OF LAND DESCRIBED IN DEED TO BRODERICK STEVE HARVEY, RECORDED IN DOCUMENT NO. 2006-25333, REAL PROPERTY RECORDS, DENTON COUNTY, TEXAS;

THENCE NORTH 89 DEGREES 45 MINUTES 03 SECONDS WEST, WITH THE NORTH LINE OF SAID CALLED 4.660 ACRE TRACT OF LAND AND THE SOUTH LINE OF SAID CALLED 4.83 ACRE TRACT OF LAND, A DISTANCE OF 840.31 FEET TO A CAPPED IRON ROD FOUND IN AN EASTERLY LINE OF LOT 1 OF SAID CARDINAL RIDGE ESTATES FOR THE NORTHWEST CORNER OF SAID CALLED 4.660 ACRE TRACT OF LAND AND THE SOUTHWEST CORNER OF SAID CALLED 4.83 ACRE TRACT OF LAND;

THENCE SOUTH 00 DEGREES 59 MINUTES 57 SECONDS WEST, WITH SAID EASTERLY LINE AND THE WEST LINE OF SAID CALLED 4.660 ACRE TRACT OF LAND, A DISTANCE OF 33.54 FEET TO A CAPPED IRON ROD FOUND FOR CORNER;

THENCE SOUTH 23 DEGREES 33 MINUTES 04 SECONDS WEST, CONTINUING WITH SAID EASTERLY LINE AND SAID WEST LINE, A DISTANCE OF 17.96 FEET TO A CAPPED IRON ROD FOUND FOR THE SOUTHWEST CORNER OF SAID CALLED 4.660 ACRE TRACT OF LAND AND THE NORTHWEST CORNER OF THAT CERTAIN CALLED 4.8956 ACRE TRACT OF LAND DESCRIBED IN DEED TO CRAIG J. BYLER AND WIFE, REBECCA J. BYLER, RECORDED IN VOLUME 4497, PAGE 3818, DEED RECORDS, DENTON COUNTY, TEXAS;

THENCE SOUTH 25 DEGREES 41 MINUTES 29 SECONDS WEST, CONTINUING WITH SAID EASTERLY LINE AND THE WEST LINE OF SAID CALLED 4.8956 ACRE TRACT OF LAND, A DISTANCE OF 245.82 FEET TO A 1/2-INCH IRON ROD FOUND FOR THE SOUTHWEST CORNER OF SAID CALLED 4.8956 ACRE TRACT OF LAND IN A NORTHERLY LINE OF SAID LOT 1;

THENCE SOUTH 64 DEGREES 16 MINUTES 49 SECONDS EAST, WITH SAID NORTHERLY LINE AND THE SOUTH LINE OF SAID CALLED 4.8956 ACRE TRACT OF LAND, A DISTANCE OF 862.58 FEET TO A CAPPED IRON ROD FOUND IN THE WEST RIGHT-OF-WAY LINE OF SAID ELDORADO PARKWAY FOR THE MOST EASTERLY NORTHEAST CORNER OF SAID LOT 1 AND THE SOUTHWEST CORNER OF SAID CALLED 4.8956 ACRE TRACT OF LAND;

THENCE SOUTH 26 DEGREES 02 MINUTES 36 SECONDS WEST, WITH SAID RIGHT-OF-WAY AND THE MOST EASTERLY LINE OF SAID LOT 1, A DISTANCE OF 245.68 FEET TO A CAPPED IRON ROD FOUND FOR THE MOST EASTERLY SOUTHEAST CORNER OF SAID LOT 1 AND THE NORTHEAST CORNER OF THE REMAINDER OF THAT CERTAIN CALLED 5.143 ACRE TRACT OF LAND DESCRIBED IN DEED AS TRACT ONE TO CYNTHIA J. PLAGMAN, RECORDED IN DOCUMENT NO. 2010-39828, REAL PROPERTY RECORDS, DENTON COUNTY, TEXAS;

THENCE NORTH 64 DEGREES 17 MINUTES 48 SECONDS WEST, WITH THE NORTH LINE OF SAID TRACT ONE AND A SOUTHERLY LINE OF SAID LOT 1, A DISTANCE OF 860.82 FEET TO A CAPPED IRON ROD FOUND ON AN EASTERLY LINE OF SAID LOT 1 FOR THE NORTHWEST CORNER OF SAID TRACT ONE;

THENCE SOUTH 25 DEGREES 42 MINUTES 29 SECONDS WEST, WITH SAID EASTERLY LINE AND THE WEST LINE OF SAID TRACT ONE, PASSING THE SOUTHWEST CORNER OF SAID TRACT ONE, SAME BEING THE NORTHWEST CORNER OF THE REMAINDER OF THAT CERTAIN CALLED 5.169 ACRE TRACT OF LAND DESCRIBED AS TRACT TWO IN DEED TO CYNTHIA J. PLAGMAN, RECORDED IN DOCUMENT NO. 2010-39828, REAL PROPERTY RECORDS, DENTON COUNTY, TEXAS, CONTINUING WITH THE WEST LINE OF SAID TRACT TWO AND PASSING THE SOUTHWEST CORNER THEREOF, SAME BEING THE NORTHWEST CORNER OF THAT CERTAIN CALLED 4.84 ACRE TRACT OF LAND DESCRIBED IN DEED TO GUARANTEE PARTNERS, LLC, RECORDED IN DOCUMENT NO. 2011-27769, REAL PROPERTY RECORDS, DENTON COUNTY, TEXAS, CONTINUING THE WITH WEST LINE OF SAID CALLED 4.84 ACRE TRACT OF LAND FOR A TOTAL DISTANCE OF 737.20 FEET TO A CAPPED IRON ROD SET IN THE SOUTH LINE OF CARDINAL RIDGE ESTATES FOR THE SOUTHWEST CORNER OF SAID CALLED 4.84 ACRE TRACT OF LAND, THE MOST NORTHERLY NORTHWEST CORNER OF THAT CERTAIN CALLED 4.780 ACRE TRACT OF LAND DESCRIBED IN DEED TO HASSAN KHOSRAVI AND MOHTARAM FALLAHIAN, RECORDED IN DOCUMENT NO. 2011-5576, REAL PROPERTY RECORDS, DENTON COUNTY, TEXAS AND THE MOST SOUTHERLY SOUTHEAST CORNER OF SAID LOT 1;

THENCE SOUTH 87 DEGREES 20 MINUTES 37 SECONDS WEST, WITH THE SOUTHERLY LINE OF SAID LOT 1 AND SAID CARDINAL RIDGE ESTATES AND THE NORTH LINE OF SAID CALLED 4.780 ACRE TRACT OF LAND, PASSING A CAPPED IRON ROD FOUND FOR THE NORTHWEST CORNER OF SAID CALLED 4.780 ACRE TRACT OF LAND AND THE NORTHEAST CORNER OF THAT CERTAIN CALLED 5.176 ACRE TRACT OF LAND DESCRIBED IN DEED TO JEFFREY SCOTT EGGLESTON, RECORDED IN DOCUMENT NO. 96-61925, DEED RECORDS, DENTON COUNTY, TEXAS AT 5.42 FEET, CONTINUING WITH THE NORTH LINE OF SAID CALLED 5.176 ACRE TRACT OF LAND FOR A TOTAL DISTANCE OF 260.96 FEET TO A 1/2-INCH IRON ROD FOUND FOR THE MOST SOUTHERLY CORNER OF SAID LOT 1, THE NORTHWEST CORNER OF SAID CALLED 5.176 ACRE TRACT OF LAND, THE NORTHEAST CORNER OF THAT CERTAIN CALLED 4.885 ACRE TRACT OF LAND DESCRIBED AS TRACT 3 IN DEED TO BRODERICK S. HARVEY, RECORDED IN DOCUMENT NO. 2008-123813, REAL PROPERTY RECORDS, DENTON COUNTY, TEXAS AND THE MOST EASTERLY CORNER OF THAT CERTAIN CALLED 10.011 ACRE TRACT OF LAND DESCRIBED IN DEED TO ALFRED W. LEISTIKOW AND WIFE, JOAN E. LEISTIKOW, RECORDED IN DOCUMENT NO. 94-42633, DEED RECORDS, DENTON COUNTY, TEXAS;


THENCE NORTH 31 DEGREES 16 MINUTES 47 SECONDS WEST, WITH THE SOUTHERLY LINE OF SAID LOT 1 AND SAID CARDINAL RIDGE ESTATES AND THE NORTH LINE OF SAID CALLED 10.011 ACRE TRACT OF LAND, A DISTANCE OF 441.82 FEET TO A 1/2-INCH IRON ROD FOUND FOR THE MOST WESTERLY CORNER OF SAID LOT 1, THE SOUTHEAST CORNER OF LOT 2 AND THE NORTHEAST CORNER OF SAID CALLED 10.011 ACRE TRACT OF LAND;

THENCE NORTH 76 DEGREES 14 MINUTES 50 SECONDS WEST, WITH THE SOUTH LINE OF SAID LOT 2 AND SAID CARDINAL RIDGE ESTATES AND THE NORTH LINE OF SAID CALLED 10.011 ACRE TRACT OF LAND, A DISTANCE OF 1496.73 FEET TO A 1/2-INCH IRON ROD FOUND IN THE WEST LINE OF SAID CARDINAL RIDGE ESTATES FOR THE SOUTHWEST CORNER OF SAID LOT 2 AND THE NORTHWEST CORNER OF SAID CALLED 10.011 ACRE TRACT OF LAND;

THENCE NORTH 00 DEGREES 41 MINUTES 37 SECONDS WEST, WITH THE WEST LINE OF SAID LOT 2 AND THE WEST LINE OF SAID CARDINAL RIDGE ESTATES, A DISTANCE OF 171.07 FEET TO A 1/2-INCH IRON ROD FOUND FOR THE NORTHWEST CORNER OF SAID LOT 2 AND THE SOUTHWEST CORNER OF LOT 5;

THENCE NORTH 00 DEGREES 48 MINUTES 27 SECONDS WEST, WITH THE WEST LINE OF LOT 5 AND THE WEST LINE OF SAID CARDINAL RIDGE ESTATES, PASSING AT 297.01 FEET A CAPPED IRON ROD FOUND FOR THE NORTHWEST CORNER OF SAID LOT 5 AND THE SOUTHWEST CORNER OF SAID LOT 6, CONTINUING FOR A TOTAL DISTANCE OF 593.97 FEET TO THE POINT OF BEGINNING AND CONTAINING 70.146 ACRES OF LAND, MORE OR LESS.

Note: The Company is prohibited from insuring the area or quantity of the land described herein. Any statement in the above legal description of the area or quantity of land is not a representation that such area or quantity is correct, but is made only for informational and/or identification purposes and does not override Item 2 of Schedule B hereof.

 <p>Schedule B</p>	<p><i>First American Title</i>TM</p>	<p>Owner Policy of Title Insurance (T-1)</p> <p>ISSUED BY First American Title Insurance Company</p> <p>POLICY NUMBER 1002-271991-RTT</p>
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File No. 1002-271991-RTT

EXCEPTIONS FROM COVERAGE

This policy does not insure against loss or damage (and the Company will not pay costs, attorney's fees or expenses) that arise by reason of the terms and conditions of the leases and easements, if any, shown in Schedule A and the following matters:

1. The following restrictive covenants of record itemized below:

Restrictive covenants contained in Judgment on Declaration of Taking and Order Fixing Date of Possession recorded in Volume 436, Page 20 and Volume 3114, Page 433, Real Property Records, Denton County, Texas, and in Cabinet P, Slide 255, Plat Records, Denton County, Texas. Any covenant, condition or restriction indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status, or national origin to the extent such covenants, conditions or restrictions violate 42 USC 3604(c), is deleted.

2. Shortages in area.
3. Homestead or community property or survivorship rights, if any, of any spouse of any Insured.
4. Any titles or rights asserted by anyone, including but not limited to, persons, the public, corporations, governments or other entities,
 - a. to tidelands, or lands comprising the shores or beds of navigable or perennial rivers and streams, lakes, bays, gulfs or oceans, or
 - b. to lands beyond the line of the harbor or bulkhead lines as established or changed by any government, or
 - c. to filled-in lands, or artificial islands, or
 - d. to statutory water rights, including riparian rights, or
 - e. to 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.
5. Standby fees, taxes and assessments by any taxing authority for the year 2019, and subsequent years; and subsequent taxes and assessments by any taxing authority for prior years due to change in land usage or ownership, but not those taxes or assessments for prior years because of an exemption granted to a previous owner of the property under Section 11.13, Texas Tax Code, or because of improvements not assessed for a previous tax year.
6. The following matters and all terms of the documents creating or offering evidence of the matters:

- a. All leases, grants, exceptions or reservations of coal, lignite, oil, gas and other minerals, together with all rights, privileges, and immunities relating thereto, appearing in the Public Records whether listed in Schedule B or not. There may be leases, grants, exceptions or reservations of mineral interest that are not listed.
- b. Easement as awarded to United States of America in Condemnation Proceedings in the United States District Court for the Eastern District of Texas, under Cause No. 1319, filed 03/18/1958, recorded in Volume 436, Page 20, Real Property Records, Denton County, Texas, and as shown on the survey prepared by J.E. Thompson, RPLS No. 4857, of All American Surveying, Job No. 190209, dated 07/24/2019 (the "Survey.")
- c. Title to all coal, lignite, oil, gas and other minerals in, under and that may be produced from the land, together with all rights, privileges, and immunities relating thereto, all of such interest, to the extent not previously reserved or conveyed, being reserved or conveyed in instrument filed 12/06/1991, recorded in Volume 3114, Page 433, Real Property Records Denton County, Texas. Company makes no representation as to the present ownership of any said interest.
- d. Easement granted by Mrs. Mildred Tipton to Texas Power & Light Company, filed 06/25/1952, recorded in Volume 378, Page 64, Real Property Records, Denton County, Texas.
- e. Easement granted by Ling Electric, Inc. Profit Sharing Trust to Southwestern Bell Telephone Company, filed 07/12/1972, recorded in Volume 650, Page 434, Real Property Records, Denton County, Texas.
- f. Easement granted by Dak Investments to Premier Designs, Inc., filed 12/21/1993, recorded in cc# 93-R0092191, Real Property Records, Denton County, Texas. As corrected by instrument filed 08/28/1998, recorded in Volume 4164, Page 104, Real Property Records, Denton County, Texas, and as shown on the Survey. (Affects Lot 2)
- g. Easement granted by The Broderick Steve Harvey Revocable Trust to Denton County Electric Cooperative, Inc., filed 06/22/2001, recorded in Volume 4864, Page 2283, Real Property Records, Denton County, Texas, and as shown on the Survey.
- h. Affidavit to the Public executed by Steve Harvey for On-Site Waste Water System, filed 05/12/1999, recorded in Volume 4337, Page 140, Real Property Records, Denton County, Texas.
- i. The following easements and/or building lines, as shown on plat recorded in Cabinet P, Slide 256, Plat Records, Denton County, Texas, and as shown on the Survey:
 - 30' building line (affects all lots)
 - 30' ingress, egress, utility and drainage easement (Affects Lots 3, 8 and 9)
 - Variable width ingress, egress, utility and drainage easement (Affects Lots 4, 5, 6 and 7)
 - 30' private access easement (Affects Lot 6)
 - 15' drainage and utility easement (Affects Lots 1 and 2)
 - 60' private access, utility and drainage easement (Affects Lot 2)
 - Flowage easement. (Affects Lots 2 and 5)
- j. Rights, if any, of third parties with respect to the following matters, as shown on the Survey:
 - i) Wire fence onto the adjoining tract to the South;
 - ii) Transformer pads, and any lines associated therewith;
 - iii) Telephone risers, and any lines associated therewith; and
 - iv) Propane tank, and any lines associated therewith.
- k. Vendor's lien retained in deeds filed 08/27/2019, recorded in cc# 2019-106441 and 2019-106442, Real Property Records, Denton County, Texas.

- i. Deed of Trust (With Security Agreement) from THE SANCTUARY TEXAS LLC, a Texas limited liability company to Daniel W. Brooks, Trustee, dated 08/27/2019, filed 08/27/2019, recorded in cc# 2019-106443, Real Property Records, Denton County, Texas, securing a promissory note in the principal sum of \$3,185,000.00, payable to Independent Bank, and securing other indebtedness as described therein, if any.
- m. Assignment of Leases and Rents from The Sanctuary Texas, LLC, a Texas limited liability company to Independent Bank, dated 08/27/2019, filed 08/27/2019, recorded in cc# 2019-106444, Real Property Records, Denton County, Texas.



First American Title™

RESTRICTIONS, ENCROACHMENTS, MINERALS - OWNER POLICY ENDORSEMENT (T-19.1)

Issued by

First American Title Insurance Company

Attached to Policy No.: 1002-271991-RTT

File No.: 1002-271991-RTT

1. The insurance provided by this endorsement is subject to the exclusions in Section 5 of this endorsement; and the Exclusions from Coverage, the Exceptions from Coverage contained in Schedule B, and the Conditions in the policy.
2. For the purposes of this endorsement only:
 - a. "Covenant" means a covenant, condition, limitation or restriction in a document or instrument in effect at Date of Policy.
 - b. "Improvement" means a building, structure, road, walkway, driveway, or curb, affixed to either the Land or adjoining land and that by law constitutes real property, but excluding any crops, landscaping, lawn, shrubbery, or trees.
 - c. "Private Right" means (i) an option to purchase; (ii) a right of first refusal; or (iii) a right of prior approval of a future purchaser or occupant.
3. The Company insures against loss or damage sustained by the Insured by reason of:
 - a. A violation on the Land at Date of Policy of an enforceable Covenant, unless an exception in Schedule B of the policy identifies the violation;
 - b. Enforced removal of an Improvement located on the Land at Date of Policy as a result of a violation, at Date of Policy, of a building setback line shown on a plat of subdivision recorded or filed in the Public Records, unless an exception in Schedule B of the policy identifies the violation;
 - c. A notice of a violation, recorded in the Public Records at Date of Policy, of an enforceable Covenant relating to environmental protection describing any part of the Land and referring to that Covenant, but only to the extent of the violation of the Covenant referred to in that notice, unless an exception in Schedule B of the policy identifies the notice of the violation; or
 - d. Enforcement of a Private Right in a Covenant affecting the Title at Date of Policy based on a transfer of Title on or before Date of Policy that causes a loss of the Insured's Title.
4. The Company insures against loss or damage sustained by reason of:
 - a. An encroachment of:
 - i. an Improvement located on the Land, at Date of Policy, onto adjoining land or onto that portion of the Land subject to an easement; or
 - ii. an Improvement located on adjoining land onto the Land at Date of Policyunless an exception in Schedule B of the policy identifies the encroachment otherwise insured against in Sections 4.a.i. or 4.a.ii.; or
 - b. A final court order or judgment requiring the removal from any land adjoining the Land of an encroachment identified in Schedule B; or
 - c. Damage to an Improvement located on the Land, at Date of Policy that is located on or encroaches onto that portion of the Land subject to an easement excepted in Schedule B, which damage results from the exercise of the right to maintain the easement for the purpose for which it was granted or reserved; or
 - d. Damage to an Improvement located on the Land on or after Date of Policy, resulting from the future exercise of a right to use the surface of the Land for the extraction or development of minerals or

any other subsurface substances excepted from the description of the Land or excepted in Schedule B.

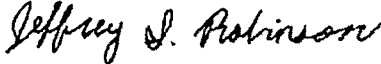
5. This endorsement does not insure against loss or damage (and the Company will not pay costs, attorneys' fees, or expenses) resulting from:
- any Covenant contained in an instrument creating a lease;
 - any Covenant relating to obligations of any type to perform maintenance, repair, or remediation on the Land;
 - except as provided in Paragraph 3.c, any Covenant relating to environmental protection of any kind or nature, including hazardous or toxic matters, conditions, or substances;
 - contamination, explosion, fire, fracturing, vibration, earthquake, or subsidence; or
 - negligence by a person or an Entity exercising a right to extract or develop minerals or other subsurface substances.

This endorsement is issued as part of the policy. Except as it expressly states, it does not (i) modify any of the terms and provisions of the policy, (ii) modify any prior endorsements, (iii) extend the Date of Policy, or (iv) increase the Amount of Insurance. To the extent a provision of the policy or a previous endorsement is inconsistent with an express provision of this endorsement, this endorsement controls. Otherwise, this endorsement is subject to all of the terms and provisions of the policy and of any prior endorsements.

First American Title Insurance Company



Dennis J. Gilmora
President



Jeffrey S. Robinson
Secretary



First American Title TRIA

Important Notice

ISSUED BY
First American Title Insurance Company

IMPORTANT NOTICE

To obtain information or make a complaint:

You may call First American Title Insurance Company's toll-free telephone number for information or to make a complaint at:

1-888-632-1642

You may also write to First American Title Insurance Company at:

**1 First American Way
Santa Ana, California 92707**

You may contact the Texas Department of Insurance to obtain information on companies, coverages, rights or complaints at:

1-800-252-3439

You may write the Texas Department of Insurance:

P.O. Box 149104
Austin, TX 78714-9104
Fax: (512) 475-1771
Web: <http://www.tdi.state.tx.us>
E-mail: ConsumerProtection@tdi.state.tx.us

PREMIUM OR CLAIM DISPUTES:

Should you have a dispute concerning your premium or about a claim you should contact First American Title Insurance Company first. If the dispute is not resolved, you may contact the Texas Department of Insurance.

ATTACH THIS NOTICE TO YOUR POLICY:

This notice is for information only and does not become a part or condition of the attached document.

AVISO IMPORTANTE

Para obtener informacion o para someter una queja:

Usted puede llamar al numero de teléfono gratis First American Title Insurance Company's para informacion o para someter una queja al:

1-888-632-1642

Usted tambien puede escribir a First American Title Insurance Company:

**1 First American Way
Santa Ana, California 92707**

Puede comunicarse con el Departamento de Seguros de Texas para obtener informacion acerca de companias, coberturas, derechos o quejas al:

1-800-252-3439

Puede escribir al Departamento de Seguros de Texas:

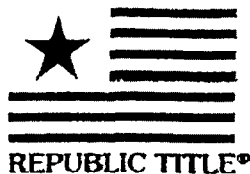
P.O. Box 149104
Austin, TX 78714-9104
Fax: (512) 475-1771
Web: <http://www.tdi.state.tx.us>
E-mail: ConsumerProtection@tdi.state.tx.us

DISPUTAS SOBRE PRIMAS O RECLAMOS:

Si tiene una disputa concerniente a su prima o a un reclamo, debe comunicarse con el First American Title Insurance Company primero. Si no se resuelve la disputa, puede entonces comunicarse con el departamento (TDI).

UNA ESTE AVISO A SU POLIZA:

Este aviso es solo para proposito de informacion y no se convierte en parte o condicion del documento adjunto.



Republic Title of Texas, Inc.

PRIVACY STATEMENT



First American TitleTM

Republic Title of Texas, Inc. ("RTT") is a wholly owned subsidiary of First American Title Insurance Company. RTT and its subsidiary and affiliated companies respect the privacy and security of your non-public personal information ("Personal Information") and protecting your Personal Information is one of our top priorities. This Privacy Statement explains RTT's privacy practices, including how we use the Personal Information we receive from you and from other specified sources, and to whom it may be disclosed. RTT follows the privacy practices described in this Privacy Statement and, depending on use business performed, RTT may share information described herein.

Applicability

This Privacy Policy governs our use of the information that you provide to us. It does not govern the manner in which we may use information we have obtained from any other source, such as information obtained from a public record or from another person or entity. RTT and First American have also adopted broader guidelines that govern our use of Personal Information regardless of its source. First American calls these guidelines its Fair Information Values.

Types of Information

Depending upon which of our services you are utilizing, the types of nonpublic Personal Information that we may collect include:

- Information we receive from you on applications, forms and in other communications to us, whether in writing, in person, by telephone or any other means;
- Information about your transactions with us, our affiliated companies, or others;
- Information we receive from a consumer reporting agency; and
- Information from you through our Internet websites, such as your name, address, email address, Internet Protocol address, the website links you used to get to our websites, and your activity while using or reviewing our websites.

Uses of Information

We request information from you for our own legitimate business purposes and not for the benefit of any nonaffiliated party. Therefore, we will not release your Personal Information to nonaffiliated parties except: (1) as necessary for us to provide the product or service you have requested of us, or (2) as permitted by law. We may, however, store such information indefinitely, including the period after which any customer relationship has ceased. Such information may be used for any internal purpose, such as quality control efforts or customer analysis. We may also provide all of the types of Personal Information listed above to one or more of our affiliated companies. Such affiliated companies include financial service providers, such as title insurers, property and casualty insurers, and trust and investment advisory companies, or companies involved in real estate services, such as appraisal companies, home warranty companies and escrow companies. Furthermore, we may also provide all the information we collect, as described above, to companies that perform marketing services on our behalf, on behalf of our affiliated companies or to other financial institutions with whom we or our affiliated companies have joint marketing agreements.

Former Customers

Even if you are no longer our customer, our Privacy Policy will continue to apply to you.

Confidentiality and Security

We will use our best efforts to ensure that no unauthorized parties have access to any of your Personal Information. We restrict access to Personal Information about you to those individuals and entities who need to know that information to provide products or services to you. We will use our best efforts to train and oversee our employees and agents to ensure that your Personal Information will be handled responsibly and in accordance with this Privacy Policy and RTT and First American's Fair Information Values. We currently maintain physical, electronic, and procedural safeguards that comply with federal regulations to guard your Personal Information.

Information Obtained Through Our Web Site

RTT and First American Financial Corporation are sensitive to privacy issues on the Internet. We believe it is important you know how we treat the information about you we receive on the Internet. In general, you can visit RTT or First American or its affiliates' Web sites on the World Wide Web without telling us who you are or revealing any information about yourself. Our Web servers collect the domain names, not the e-mail addresses, of visitors. This information is aggregated to measure the number of visits, average time spent on the site, pages viewed and similar information. RTT and First American use this information to measure the use of our site and to develop ideas to improve the content of our site.

There are times, however, when we may need information from you, such as your name and email address. When information is needed, we will use our best efforts to let you know at the time of collection how we will use the Personal Information. Usually, the Personal Information we collect is used only by us to respond to your inquiry, process an order or allow you to access specific account/profile information. If you choose to share any Personal Information with us, we will only use it in accordance with the policies outlined above.

Business Relationships

RTT and First American Financial Corporation's sites and its affiliates' sites may contain links to other Web sites. While we try to link only to sites that share our high standards and respect for privacy, we are not responsible for the content or the privacy practices employed by other sites.

Cookies

Some of RTT's and First American's Web sites may make use of "cookie" technology to measure site activity and to customize information to your personal tastes. A cookie is an element of data that a Web site can send to your browser, which may then store the cookie on your hard drive. RepublicTitle.com and FirstAm.com use stored cookies. The goal of this technology is to better serve you when visiting our site, save you time when you are here and to provide you with a more meaningful and productive Web site experience.

Fair Information Values

- **Fairness** We consider consumer expectations about their privacy in all our businesses. We only offer products and services that assure a favorable balance between consumer benefits and consumer privacy.
- **Public Record** We believe that an open public record creates significant value for society, enhances consumer choice and creates consumer opportunity. We actively support an open public record and emphasize its importance and contribution to our economy.
- **Use** We believe we should behave responsibly when we use information about a consumer in our business. We will obey the laws governing the collection, use and dissemination of data.
- **Accuracy** We will take reasonable steps to help assure the accuracy of the data we collect, use and disseminate. Where possible, we will take reasonable steps to correct inaccurate information. When, as with the public record, we cannot correct inaccurate information, we will take all reasonable steps to assist consumers in identifying the source of the erroneous data so that the consumer can secure the required corrections.
- **Education** We endeavor to educate the users of our products and services, our employees and others in our industry about the importance of consumer privacy. We will instruct our employees on our fair information values and on the responsible collection and use of data. We will encourage others in our industry to collect and use information in a responsible manner.
- **Security** We will maintain appropriate facilities and systems to protect against unauthorized access to and corruption of the data we maintain.

Effective Date: August 1, 2011

Requests for Correction, Amendment, or Deletion of Personal Information

As required by applicable law, we will afford you the right to access your Personal Information, under certain circumstances to find out to whom your Personal Information has been disclosed, and request correction or deletion of your Personal Information. However, RTT's current policy is to maintain customers' Personal Information for no less than your state's required record retention requirements for the purpose of handling future coverage claims.

For your protection, all requests made under this section must be in writing and must include your notarized signature to establish your identity. Where permitted by law we may charge a reasonable fee to cover the costs incurred in responding to such requests. Please send requests to:

Republic Title of Texas, Inc.
Peter S. Graf
General Counsel
2626 Howell Street, 10th Floor
Dallas, Texas 75204

Changes to this Privacy Statement

This privacy Statement may be amended from time to time consistent with applicable privacy laws. When we amend this Privacy Statement, we will post a notice of such changes on our website. The effective date of this Privacy Statement, as stated below, indicates the last time this Privacy Statement was revised or materially changed.



First American Title

Privacy Information

We Are Committed to Safeguarding Customer Information

In order to better serve your needs now and in the future, we may ask you to provide us with certain information. We understand that you may be concerned about what we will do with such information - particularly any personal or financial information. We agree that you have a right to know how we will utilize the personal information you provide to us. Therefore, together with our subsidiaries we have adopted this Privacy Policy to govern the use and handling of your personal information.

Applicability

This Privacy Policy governs our use of the information that you provide to us. It does not govern the manner in which we may use information we have obtained from any other source, such as information obtained from a public record or from another person or entity. First American has also adopted broader guidelines that govern our use of personal information regardless of its source. First American calls these guidelines its Fair Information Values.

Types of Information

Depending upon which of our services you are utilizing, the types of nonpublic personal information that we may collect include:

- Information we receive from you on applications, forms and in other communications to us, whether in writing, in person, by telephone or any other means;
- Information about your transactions with us, our affiliated companies, or others; and
- Information we receive from a consumer reporting agency.

Use of Information

We request information from you for our own legitimate business purposes and not for the benefit of any nonaffiliated party. Therefore, we will not release your information to nonaffiliated parties except: (1) as necessary for us to provide the product or service you have requested of us; or (2) as permitted by law. We may, however, store such information indefinitely, including the period after which any customer relationship has ceased. Such information may be used for any internal purpose, such as quality control efforts or customer analysis. We may also provide all of the types of nonpublic personal information listed above to one or more of our affiliated companies. Such affiliated companies include financial service providers, such as title insurers, property and casualty insurers, and trust and investment advisory companies, or companies involved in real estate services, such as appraisal companies, home warranty companies and escrow companies. Furthermore, we may also provide all the information we collect, as described above, to companies that perform marketing services on our behalf, on behalf of our affiliated companies or to other financial institutions with whom we or our affiliated companies have joint marketing agreements.

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Confidentiality and Security

We will use our best efforts to ensure that no unauthorized parties have access to any of your information. We restrict access to nonpublic personal information about you to those individuals and entities who need to know that information to provide products or services to you. We will use our best efforts to train and oversee our employees and agents to ensure that your information will be handled responsibly and in accordance with this Privacy Policy and First American's Fair Information Values. We currently maintain physical, electronic, and procedural safeguards that comply with federal regulations to guard your nonpublic personal information.

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Form 50-PRIVACY (9/1/10)

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Privacy Information (2001-2010 First American Financial Corporation)