

Denton County  
Juli Luke  
County Clerk

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Instrument Number: 96547

ERecordings-RP

DEED

Recorded On: June 30, 2022 02:14 PM

Number of Pages: 9

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" Examined and Charged as Follows: "

Total Recording: \$58.00

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\*\*\*\*\* 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: 96547  
Receipt Number: 20220630000615  
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User: Diana P  
Station: Station 37

**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

**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.**

CF# 1002-353293-PTT

**SPECIAL WARRANTY DEED**

STATE OF TEXAS

§

KNOW ALL MEN BY THESE PRESENTS:

§

COUNTY OF DENTON

§

THAT, **2181 JOINT VENTURE**, a Texas joint venture ("Grantor"), for and in consideration of the sum of Ten and No/100 Dollars (\$10.00), and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, to Grantor paid by **CYRENE AT HICKORY CREEK LLC**, a Texas limited liability company ("Grantee"), whose address is 1661 E. Camelback, Suite 275, Phoenix, Arizona 85016, has GRANTED, BARGAINED, SOLD and CONVEYED, and by these presents does GRANT, BARGAIN, SELL and CONVEY unto Grantee, that certain real property situated in Denton County, Texas, legally described on Exhibit A attached hereto and incorporated herein by reference for all purposes, together with all improvements located thereon (collectively, the "Property").

Grantor does further GRANT, BARGAIN, SELL and CONVEY unto Grantee, but without any warranties, including any of the warranties hereinafter set forth, any and all of Grantor's rights, title and interests in and to any adjacent streets, alleys or rights-of-way, any utility rights and reservations pertaining thereto, and any other interests of Grantor appurtenant to the Property.

This conveyance and the warranties of title herein are expressly made subject to those items set forth on Exhibit B attached hereto and incorporated herein by reference for all purposes (collectively, the "Permitted Exceptions").

GRANTEE ACKNOWLEDGES AND AGREES THAT, EXCEPT FOR THE EXPRESS REPRESENTATIONS AND WARRANTIES CONTAINED IN SECTION 4.1 OF THAT CERTAIN AGREEMENT OF PURCHASE AND SALE BETWEEN GRANTOR AND GRANTEE, DATED NOVEMBER 18, 2021 (AS THE SAME HAS BEEN AMENDED, THE "AGREEMENT"), AND OTHER THAN THE SPECIAL WARRANTY OF TITLE AS SET FORTH HEREIN, GRANTOR HAS NOT MADE, DOES NOT MAKE AND SPECIFICALLY NEGATES AND DISCLAIMS ANY REPRESENTATIONS, WARRANTIES, PROMISES, COVENANTS, AGREEMENTS OR GUARANTIES OF ANY KIND OR CHARACTER WHATSOEVER, WHETHER EXPRESS OR IMPLIED, ORAL OR WRITTEN, PAST, PRESENT OR FUTURE, OF, AS TO, CONCERNING OR WITH RESPECT TO (A) THE VALUE, NATURE, QUALITY OR CONDITION OF THE PROPERTY, INCLUDING, WITHOUT LIMITATION, THE WATER, SOIL AND GEOLOGY, (B) THE INCOME TO BE DERIVED FROM THE PROPERTY, (C) THE SUITABILITY OF THE PROPERTY FOR ANY AND ALL ACTIVITIES AND USES WHICH GRANTEE OR ANY TENANT MAY CONDUCT THEREON, (D) THE COMPLIANCE OF OR BY THE PROPERTY OR ITS OPERATION WITH ANY LAWS, RULES, ORDINANCES OR REGULATIONS OF ANY

APPLICABLE GOVERNMENTAL AUTHORITY OR BODY, (E) THE HABITABILITY, MERCHANTABILITY, MARKETABILITY, PROFITABILITY OR FITNESS FOR A PARTICULAR PURPOSE OF THE PROPERTY, (F) THE MANNER OR QUALITY OF THE CONSTRUCTION OR MATERIALS, IF ANY, INCORPORATED INTO THE PROPERTY, (G) THE MANNER, QUALITY, STATE OF REPAIR OR LACK OF REPAIR OF THE PROPERTY, (H) COMPLIANCE WITH ANY ENVIRONMENTAL PROTECTION, POLLUTION OR LAND USE LAWS, RULES, REGULATIONS, ORDERS OR REQUIREMENTS, INCLUDING THE EXISTENCE IN OR ON THE PROPERTY OF HAZARDOUS MATERIALS, OR (I) ANY OTHER MATTER WITH RESPECT TO THE PROPERTY. ADDITIONALLY, NO PERSON ACTING ON BEHALF OF GRANTOR IS AUTHORIZED TO MAKE, AND BY EXECUTION HEREOF GRANTEE ACKNOWLEDGES THAT NO PERSON HAS MADE, ANY REPRESENTATION, AGREEMENT, STATEMENT, WARRANTY, GUARANTY OR PROMISE REGARDING THE PROPERTY OR THE TRANSACTION CONTEMPLATED HEREIN; AND NO SUCH REPRESENTATION, WARRANTY, AGREEMENT, GUARANTY, STATEMENT OR PROMISE IF ANY, MADE BY ANY PERSON ACTING ON BEHALF OF GRANTOR SHALL BE VALID OR BINDING UPON GRANTOR UNLESS EXPRESSLY SET FORTH HEREIN. GRANTEE FURTHER ACKNOWLEDGES AND AGREES THAT HAVING BEEN GIVEN THE OPPORTUNITY TO INSPECT THE PROPERTY, GRANTEE IS RELYING SOLELY ON ITS OWN INVESTIGATION OF THE PROPERTY AND NOT ON ANY INFORMATION PROVIDED OR TO BE PROVIDED BY GRANTOR AND AGREES TO ACCEPT THE PROPERTY AT THE CLOSING AND WAIVE ALL OBJECTIONS OR CLAIMS AGAINST GRANTOR (INCLUDING, BUT NOT LIMITED TO, ANY RIGHT OR CLAIM OF CONTRIBUTION) ARISING FROM OR RELATED TO THE PROPERTY OR TO ANY HAZARDOUS MATERIALS ON THE PROPERTY. GRANTEE FURTHER ACKNOWLEDGES AND AGREES THAT ANY INFORMATION PROVIDED OR TO BE PROVIDED WITH RESPECT TO THE PROPERTY WAS OBTAINED FROM A VARIETY OF SOURCES AND THAT GRANTOR HAS NOT MADE ANY INDEPENDENT INVESTIGATION OR VERIFICATION OF SUCH INFORMATION AND MAKES NO REPRESENTATIONS AS TO THE ACCURACY, TRUTHFULNESS OR COMPLETENESS OF SUCH INFORMATION. GRANTOR IS NOT LIABLE OR BOUND IN ANY MANNER BY ANY VERBAL OR WRITTEN STATEMENT, REPRESENTATION OR INFORMATION PERTAINING TO THE PROPERTY, OR THE OPERATION THEREOF, FURNISHED BY ANY REAL ESTATE BROKER, CONTRACTOR, AGENT, EMPLOYEE, SERVANT OR OTHER PERSON. GRANTEE FURTHER ACKNOWLEDGES AND AGREES THAT TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE SALE OF THE PROPERTY IS MADE ON AN "AS IS" CONDITION AND BASIS WITH ALL FAULTS. IT IS UNDERSTOOD AND AGREED THAT THE PURCHASE PRICE FOR THE PROPERTY HAS BEEN ADJUSTED BY PRIOR NEGOTIATION TO REFLECT THAT ALL OF THE PROPERTY IS SOLD BY GRANTOR AND PURCHASED BY GRANTEE SUBJECT TO THE FOREGOING. GRANTEE HEREBY AGREES TO INDEMNIFY, PROTECT, DEFEND, SAVE AND HOLD HARMLESS GRANTOR FROM AND AGAINST ANY AND ALL DEBTS, DUTIES, OBLIGATIONS, LIABILITIES, SUITS, CLAIMS, DEMANDS, CAUSES OF ACTION, DAMAGES, LOSSES, FEES AND EXPENSES (INCLUDING, WITHOUT LIMITATION, ATTORNEYS' FEES AND EXPENSES AND COURT COSTS) IN ANY WAY RELATING TO, OR IN CONNECTION WITH OR ARISING OUT OF GRANTEE'S ACQUISITION, OWNERSHIP, LEASING, USE, OPERATION, MAINTENANCE AND MANAGEMENT OF THE PROPERTY.

GRANTEE RELEASES AND INDEMNIFIES AND HOLDS HARMLESS GRANTOR AND GRANTOR'S AFFILIATES (DEFINED BELOW) FROM ANY AND ALL LOSSES ARISING OUT OF OR RELATED TO THE CONDITION (INCLUDING THE PRESENCE IN THE SOIL, AIR, STRUCTURES AND SURFACE AND SUBSURFACE WATERS, OF HAZARDOUS MATERIALS, AND MATERIALS OR SUBSTANCES THAT HAVE BEEN OR MAY IN THE FUTURE BE DETERMINED TO BE TOXIC, HAZARDOUS, UNDESIRABLE OR SUBJECT TO REGULATION AND THAT MAY NEED TO BE SPECIFICALLY TREATED, HANDLED AND/OR REMOVED FROM THE PROPERTY OR ADJACENT PROPERTY UNDER CURRENT OR FUTURE FEDERAL, STATE AND LOCAL LAWS, REGULATIONS OR GUIDELINES), VALUATION, SALABILITY OR UTILITY OF THE PROPERTY, OR ITS SUITABILITY FOR ANY PURPOSE FROM ANY CLAIMS GRANTEE MAY HAVE AGAINST GRANTOR AND/OR GRANTOR'S AFFILIATES NOW OR IN THE FUTURE UNDER ANY ENVIRONMENTAL LAWS ARISING FROM THE ENVIRONMENTAL CONDITIONS OF THE PROPERTY OR THE PRESENCE OF HAZARDOUS MATERIALS OR CONTAMINATION ON OR EMANATING FROM THE PROPERTY. GRANTEE FURTHER HEREBY ASSUMES THE RISK OF CHANGES IN APPLICABLE ENVIRONMENTAL LAWS, REQUIREMENTS AND REGULATIONS RELATING TO PAST, PRESENT AND FUTURE ENVIRONMENTAL, SAFETY OR HEALTH CONDITIONS ON, OR RESULTING FROM THE OWNERSHIP OR OPERATION OF, THE PROPERTY, AND THE RISK THAT ADVERSE PHYSICAL CHARACTERISTICS AND CONDITIONS, INCLUDING, WITHOUT LIMITATION, THE PRESENCE OF HAZARDOUS MATERIALS OR OTHER CONTAMINANTS, MAY NOT BE REVEALED BY ITS INVESTIGATION. THE FOREGOING RELEASE, INDEMNITY AND ASSUMPTION BY GRANTEE SHALL NOT BE BINDING OR EFFECTIVE UNLESS AND UNTIL THE CLOSING OCCURS AND SHALL SURVIVE THE CLOSING AND THE RECORDATION OF THE DEED, AND SHALL BE INCLUDED IN THE DEED. AS USED HEREIN, "AFFILIATE" MEANS ANY PERSON OR ENTITY THAT DIRECTLY, OR INDIRECTLY THROUGH ONE OR MORE INTERMEDIARIES, CONTROLS, IS CONTROLLED BY OR IS UNDER COMMON CONTROL WITH GRANTEE OR GRANTOR, AS THE CASE MAY BE, INCLUDING, WITHOUT LIMITATION, DIRECTORS, OFFICERS, MANAGERS, SHAREHOLDERS, MEMBERS, PARTNERS, SUBSIDIARIES AND PARENT. FOR THE PURPOSES OF THIS DEFINITION, "CONTROL" MEANS THE POSSESSION, DIRECTLY OR INDIRECTLY, OF THE POWER TO DIRECT OR CAUSE THE DIRECTION OF THE MANAGEMENT AND POLICIES OF A PERSON OR ENTITY, WHETHER THROUGH THE OWNERSHIP OF VOTING SECURITIES, BY CONTRACT OR OTHERWISE, AND THE TERMS "CONTROLLING" AND "CONTROLLED" HAVE THE MEANINGS CORRELATIVE TO THE FOREGOING.

TO HAVE AND TO HOLD the Property (subject to the foregoing) unto Grantee and Grantee's successors, legal representatives and assigns forever, and Grantor does hereby bind Grantor and Grantor's successors, legal representatives and assigns to WARRANT and FOREVER DEFEND, all and singular, the Property unto Grantee and Grantee's successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof, by, through or under Grantor, but not otherwise, subject, however, to the foregoing and the Permitted Exceptions.

By acceptance of this Special Warranty Deed, Grantee hereby assumes sole responsibility for the payment of all ad valorem taxes which become due and payable in the period of Grantee's ownership of the Property. Furthermore, certain taxes, penalties, interest and/or assessments (collectively, the "Rollback Taxes") may be incurred or assessed against the Property as a result of the change in usage or ownership of said Property, and Grantor and Grantee have agreed to pay such Rollback Taxes in accordance with the terms and requirements of the Agreement.

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IN WITNESS WHEREOF, the parties have executed this Special Warranty Deed as of June 30, 2022.

**GRANTOR:**

**2181 JOINT VENTURE,**  
a Texas joint venture

By: *H. Forrester Jr.*  
Herschel V. Forrester, Jr., Trustee

STATE OF TEXAS                   §  
   §  
COUNTY OF Dallas           §

BEFORE ME, the undersigned authority, a Notary Public, on this day personally appeared Herschel V. Forester, Jr., Trustee of 2181 JOINT VENTURE, a Texas joint venture, known to me to be the person whose name is subscribed to the foregoing instrument, and who acknowledged to me that he executed the same for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 29<sup>th</sup> day of June, 2022.

*Kathryn McMahon*  
Notary Public in and for the State of Texas

My Commission Expires:

July 29, 2023

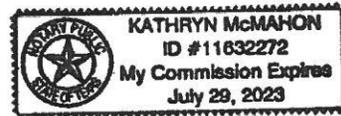


EXHIBIT A

THE PROPERTY

BEING a tract of land situated in the B. Merchant Survey, Abstract No. 800, City of Denton, Denton County, Texas, being part of a tract conveyed to Herschel V. Forester, Trustee, by deed recorded in Volume 605, Page 621 of the Deed Records, Denton County, Texas (DRDCT), with the subject tract being more particularly described as follows:

BEGINNING at a 5/8" iron rod found for the north end of a corner clip being the intersection of the south line of Hickory Creek Road, a variable width public right-of-way, as conveyed to the City of Denton by deed recorded in Document No. 2019-162435, Official Public Records, Denton County, Texas (OPRDCT), with the east line of Nautical Way, a 50-foot-wide public right-of-way, created by the final plat of Hickory Creek Plaza, recorded in Cabinet Y, Page 487, Plat Records, Denton County, Texas (PRDCT);

THENCE along the south line of Hickory Creek Road, and same for said dedication, the following:

N 89°25'17" E, 487.37 feet;

S 80°34'43" E, 40.31 feet to a 5/8" iron rod with plastic cap found;

N 89°25'17" E, 200.00 feet to a 5/8" iron rod found;

N 79°25'17" E, 40.31 feet;

And N 89°25'17" E, 208.15 feet to the north end of a corner clip being the intersection thereof with the west line of Farm to Market Road 2499, a variable width public right-of-way;

THENCE S 46°21'23" E, 86.03 feet along said corner clip and said dedication;

THENCE S 02°08'02" E, 147.91 feet along the west line of Farm to Market Road 2499 and same for said dedication to a 5/8" iron rod found;

THENCE continuing along the west line of Farm to Market Road 2499 and same for said dedication, around a tangent curve to the left having a central angle of 12°39'31", a radius of 1677.00 feet, a chord of S 08°27'48" E - 369.76 feet, an arc length of 370.51 feet to a 5/8" iron rod with plastic cap found on the north line of Teasley Harbor Phases 2A and 2B, recorded in Cabinet V, Pages 307 and 771, and Cabinet U, Page 24, PRDCT;

THENCE S 89°21'33" W, 1121.00 feet along the north line of Teasley Harbor to a 1/2" iron rod with plastic cap found for the intersection thereof with the east line of Nautical Way;

THENCE N 00°36'33" W, 545.34 feet along the east line thereof to a 5/8" iron rod with plastic cap found for the south end of the first mentioned corner clip, being the southwest corner of said right-of-way dedication;

THENCE N 44°24'22" E, 42.42 feet along said corner clip and said dedication to the POINT OF BEGINNING with the subject tract containing 617,492 square feet or 14.176 acres of land.

EXHIBIT B

PERMITTED EXCEPTIONS

1. Restrictive covenants described in County Clerk's File No. 2007-12046, Real Property Records, Denton County, Texas.
2. Easement granted by Herschel V. Forester, Trustee to City of Denton, Texas, filed 12/14/2005, recorded in County Clerk's File # 2005-155058, Real Property Records, Denton County, Texas, as shown on the survey prepared by Darren K. Brown, RPLS NO. 5252 for Spiars Engineering as Job No. 21-074 dated ~~12/17/21~~, last revised 6/21/2022 (the "Survey").
3. Easement granted by 2181 Joint Venture, a Texas joint venture to Hickory Creek Plaza, LLC, a Delaware limited liability company, filed 01/31/2007, recorded in County Clerk's File No. 2007-12045, Real Property Records, Denton County, Texas.
4. Easement granted by Herschel V. Forester, Trustee to City of Denton, Texas, filed 07/02/2008, recorded in County Clerk's File No. 2008-72527, Real Property Records, Denton County, Texas, as shown on the Survey.
5. Terms, provisions, and conditions of Road and Utility Development Agreement filed 01/31/2007, recorded in County Clerk's File No. 2007-12048, Real Property Records, Denton County, Texas, the location of which is shown on the Survey.
6. Terms, provisions, and conditions of Maintenance and Indemnity Agreement filed 03/25/2008, recorded in County Clerk's File No. 2008-30683, Real Property Records, Denton County, Texas. As affected by instruments filed 05/29/2008, recorded in County Clerks File No. 2008-58078, Real Property Records, Denton County, Texas and filed 07/31/2008, recorded in County Clerk's File No. 2008-84173, Real Property Records, Denton County, Texas.