



1. Land Subject to Agreement. The land that is subject to this Agreement is the Property. Owner represents that it is the sole owner of the Property.

2. Use and Development. The use and development of the Property before and after annexation shall conform to all City ordinances, rules, regulations and requirements, as they exist, may be amended or in the future arising, applicable to the development and use of the Property; provided, however, any structures existing on the Property on the Effective Date shall be considered legal, conforming structures and uses and any structures to be constructed on the Property for agricultural, uninhabitable uses may be constructed in accordance with the rules and regulations in effect for such structures constructed in the extraterritorial jurisdiction immediately prior to the Effective Date. Notwithstanding anything to the contrary herein, all inhabitable structures shall be constructed in accordance with the applicable rules and regulations of City, whether now existing or in the future arising, as though the structure was located within the corporate limits of City. Prior to annexation, the Property shall be developed as if it has been designated with agricultural zoning in accordance with City's Comprehensive Zoning Ordinance, as it exists or may be amended. The development of non-agricultural uses on the Property will require annexation and zoning of the Property in accordance with City's ordinances, rules and regulations, as they exist or may be amended. This Paragraph shall survive the termination of this Agreement.

3. Annexation and Zoning. City will not annex the Property, unless requested to do so by Owner, during the term of this Agreement provided that Owner complies with the terms and conditions of this Agreement. The parties agree that City, in its sole discretion, shall determine whether it will approve annexation of the Property. Simultaneously with the termination of this Agreement City and Owner agree that City may, in its sole discretion, initiate annexation proceedings for the Property.

4. Water and Sewer Service. Following annexation of the Property by City, City agrees to provide the water and sewer service for the Property in accordance with the Local Government Code and the annexation service plan.

5. Other Development Fees. City ordinances covering park dedication and/or payment in lieu of dedication of land, utility rates, permit fees, impact fees and the like are not affected by this Agreement and shall be applied to the Property in the same manner as any other Property located within City's corporate boundaries; provided, however, nothing herein is intended to, nor shall it, amend, modify or limit any existing or future agreement between City and Owner with regard to the Property, including without limitation, any agreement establishing or limiting impact fees. Further this Agreement does not waive or limit any of the obligations of Owners to City under any other ordinance, whether now existing or in the future arising.

6. Term. This Agreement is an agreement authorized by Section 212.172 of the Texas Local Government Code. The term of this Agreement shall be fifteen (15) years from the Effective Date unless terminated earlier in accordance with the terms of this Agreement or upon the earlier of

Owner's death or Owner's conveyance of the Property. Should any portion of the Property be conveyed, this Agreement will terminate as to the portion of the Property conveyed. The term of this Agreement shall not be affected by the fact that some or all of the Property is annexed into the corporate limits of City.

7. Default. If any party breaches any of the terms of this Agreement, then that party shall be in default ("Defaulting Party") of this Agreement ("Event of Default"). If an Event of Default occurs, the non-defaulting party shall give the Defaulting Party written notice of such Event of Default, and if the Defaulting Party has not cured such Event of Default within thirty (30) days of said written notice, this Agreement is breached. Each party is entitled to all remedies available to it at law or in equity.

8. Notice. Any notice required or permitted to be delivered hereunder shall be deemed to be delivered, whether or not actually received, when deposited in the United States Mail, postage pre-paid, certified mail, return receipt requested, addressed to either party, as the case may be, at the addresses contained below:

City: City of Frisco  
6101 Frisco Square Blvd., 5<sup>th</sup> Floor  
Frisco, Texas 75034  
Attn: City Manager

With a copy to: Rebecca Brewer  
Abernathy, Roeder, Boyd & Joplin, P.C.  
1700 Redbud Blvd.  
Suite 300  
P.O. Box 1210  
McKinney, TX 75070-1210

Owner: Bert Fields, Jr.  
11835 Preston Road  
Dallas, Texas 75230

With copy to: Michael P. Haggerty  
Jackson Walker, L.L.P.  
901 Main Street, Suite 6000  
Dallas, Texas 75202

9. Miscellaneous.

- (a) Assignment. This Agreement is not assignable.
- (b) Compliance with Ordinances. Except as provided for in this Agreement, the

parties agree that the Owners shall be subject to all ordinances of City. All construction will be in accordance with applicable ordinances and regulations of City, whether now existing or in the future arising.

(c) Entire Agreement. This Agreement contains the entire agreement of the parties with respect to the matters contained herein and may not be modified or terminated except upon the mutual written agreement of the parties hereto.

(d) Venue. This Agreement shall be construed in accordance with the laws of the State of Texas and shall be performable in Collin County, Texas. Exclusive venue shall be in Collin County, Texas.

(e) Consideration. This Agreement is executed by the parties hereto without coercion or duress and for substantial consideration, the sufficiency of which is forever confessed.

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

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

(h) Binding Effect. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors and assigns.

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

(j) Representations. Each signatory represents this Agreement has been read by the party for which this Agreement is executed and that such party has had an opportunity to confer with its counsel.

(k) Sovereign Immunity. The parties agree that City has not waived its sovereign immunity by entering into and performing their respective obligations under this Agreement, except as to the specific performance of this Agreement.

(l) Miscellaneous Drafting Provisions. This Agreement shall be deemed drafted equally by all parties hereto. The language of all parts of this Agreement shall be construed as a whole according to its fair meaning and any presumption or principle that the language herein is to be construed against any party shall not apply. Headings in this Agreement are for the convenience of the parties and are not intended to be used in construing this document

(m) Incorporation of Recitals. The Recitals above are incorporated herein as if repeated verbatim.

(n) No Chapter 245 Permit. This Agreement, and any requirement contained in this Agreement, shall not constitute a "permit" as defined in Chapter 245, Texas Local Government Code. **THIS PARAGRAPH SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.**

**IN WITNESS WHEREOF,** the parties have executed this Agreement and caused this Agreement to be effective on the latest date as reflected by the signatures below.

**CITY OF FRISCO, TEXAS**

By: \_\_\_\_\_  
George Purefoy, City Manager

**ATTEST:**

\_\_\_\_\_  
Jenny Page, City Secretary

**OWNER:**

\_\_\_\_\_  
Bert Fields, Jr.

STATE OF TEXAS       §  
                                  §  
COUNTY OF COLLIN   §

**BEFORE ME**, the undersigned authority, on this day personally appeared **George Purefoy**, City Manager of the City of Frisco, Texas, being the person whose names are subscribed to the foregoing instrument; he acknowledged to me he is the duly authorized representative for **City of Frisco, Texas**, and he executed said instrument for the purposes and consideration therein expressed.

**GIVEN UNDER MY HAND AND SEAL OF OFFICE** this \_\_\_\_ day of \_\_\_\_\_, 2009.

\_\_\_\_\_  
Notary Public in and for the State of Texas  
My Commission Expires:  
\_\_\_\_\_

STATE OF TEXAS       §  
                                  §  
COUNTY OF \_\_\_\_\_ §

**BEFORE ME**, the undersigned authority, on this day personally appeared **Bert Fields, Jr.**, being the person whose names are subscribed to the foregoing instrument; he acknowledged to me that he executed said instrument for the purposes and consideration therein expressed.

**GIVEN UNDER MY HAND AND SEAL OF OFFICE** this \_\_\_\_ day of \_\_\_\_\_, 2009.

\_\_\_\_\_  
Notary Public in and for the State of Texas  
My Commission Expires:  
\_\_\_\_\_

**Exhibit "A-1"**  
**Description of Property**  
(4 pages attached)

X-

#4228- WARRANTY DEED

STATE OF TEXAS }

COUNTY OF COLLIN } KNOW ALL MEN BY THESE PRESENTS:

THAT WE, Emma E. Wood, a widow, the surviving wife of D. E. Wood, deceased; Mrs. Romia Gunstream, a widow, of Collin County, Texas; Willis Wood, a single man, of Dallas County, Texas; Elmer E. Wood, joined by Bessie Wood my wife, of Dallas County, Texas; Jeanette Rohde, joined by George Rohde my husband, of Dallas County, Texas; Raymond Wood, joined by Marlyn Wood my wife, of Dallas County, Texas; Edna Mae Smith, joined by Elza Smith my husband, of Tarrant County, Texas; Leatha Schoonever, joined by Carroll Schoonever my husband, of Sublette County, Wyoming; Frankie Wilson, joined by Byrd Wilson my husband, of Collin County, Texas; for and in consideration of the sum of Ten Thousand Dollars (\$10,000.00) and other good and valuable consideration to us cash in hand paid by H. T. Manning, the receipt of which is hereby acknowledged, have granted, bargained, sold and conveyed, and by these presents do grant, bargain, sell and convey unto the said H. T. Manning, of Dallas County, Texas, all that certain tract and parcel of land situated in Denton and Collin Counties, in the State of Texas, to wit:

All of the Charles L. Smith Survey, Abstract No. 1185, Patented by the State of Texas to Charles L. Smith by Patent dated February 1, 1864, Patent No. 405, Volume 3, described as follows:

BEGINNING at an iron pin driven in the ground, the S. E. corner of said Smith Survey;  
 THENCE West 1546 varas an iron driven in the ground the S. W. corner of said Smith Survey;  
 THENCE north 1/4 West 1184 varas passing the N. E. corner of the W. E. Bates 320 acre survey a stake; the N. W. corner of said Smith survey;  
 THENCE S. 89 3/4 East 1570 varas to a stake the N. E. corner of said Smith Survey;  
 THENCE S. 3/4 West 1180 varas to the Place of Beginning, as surveyed by W. K. Pierce County Surveyor of Denton County, Texas, on April 17th, 1913; EXCEPTING AND RESERVING from the above described tract, the following:

BEGINNING one chains East of the County line and 19 chains and 26 feet S. of the N. line of said Survey;

THENCE East 1 chain and 20 feet; ~~THENCE N. 1 chain a stake;~~

THENCE N. 1 chain a stake;

THENCE W. 1 chain and 20 feet a stake; THENCE S. 1 chain to the PLACE OF BEGINNING,

and being the same land conveyed to D. E. Wood by Chas. L. Smith by Deed dated May 2, 1913, and shown of record in Volume 129, page 173, Deed Records of Denton County, Texas, and in Volume 200, page 614, Deed Records of Collin County, Texas.

TO HAVE AND TO HOLD the above described premises, together with all and singular the rights and appurtenances thereto in anywise belonging unto the said H. T. Manning, his heirs and assigns forever, and we do hereby bind ourselves and our heirs, executors and administrators to Warrant and Forever Defend all and singular the said premises unto the said H. T. Manning, his heirs and assigns, against every person, whomsoever lawfully claiming or to claim the same or any part thereof.

Witness our hands this 11th day of November, 1950.

Raymond Wood

Mrs. Emma E. Wood, a widow

Merlyn Wood

Mrs. Romia Gunstream

Edna Mae Smith

Willie Wood

Elsa Smith

Elmer E. Wood

Leatha Schoonover

Bessie Wood

Carroll Schoonover

Jeanette Rohde

Frankie Wilson

George Rohde

Byrd Wilson

#37.95 Fed. Rev. Attach. and Canc.  
STATE OF TEXAS }

COUNTY OF COLLIN I BEFORE ME, the undersigned authority, on this day personally appeared Mrs Emma E. Wood, a widow, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that she executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this the 24th day of November, A. D. 1950.

Betty Keyes, Notary Public in and for  
Collin County, Texas.

Seal

STATE OF TEXAS I

COUNTY OF COLLIN I BEFORE ME, the undersigned authority, on this day personally appeared Mrs. Romia Gunstream, a widow, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that she executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this the 24th day of November, A. D. 1950.

Jack D. Fisher, Notary Public in and for  
Collin County, Texas.

Seal

STATE OF TEXAS I

COUNTY OF DALLAS I BEFORE ME, the undersigned authority, on this day personally appeared Willie Wood a single man known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that she executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this the 15th day of November, A. D. 1950.

G. E. McLelland, Notary Public in and for  
Dallas County, Texas

Seal

STATE OF TEXAS I

COUNTY OF DALLAS I BEFORE ME, the undersigned authority, on this day personally appeared Elmer E. Wood and wife Bessie Wood, known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they executed the same for the purposes and consideration therein expressed; and the said Bessie Wood, wife of said Elmer E. Wood, having been examined by me privily and apart from her husband, and having the same fully explained

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to her, she, the said Bessie Wood, acknowledged said instrument to be her act and deed and declared that she had willingly signed the same for the purposes and consideration therein expressed, and that she did not wish to retract it.

Given under my hand and seal of office this the 15 day of November, A. D. 1950.

Lucile Garrison, Notary Public in and  
for Dallas County, Texas

Seal

STATE OF TEXAS |

COUNTY OF DALLAS | BEFORE ME, the undersigned authority, on this day personally appeared George Rohde and wife Jeanette Rohde, known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they executed the same for the purposes and consideration therein expressed; and the said Jeanette Rohde, wife of said George Rohde, having been examined by me privily and apart from her husband, and having the same fully explained to her, she, the said Jeanette Rohde, acknowledged said instrument to be her act and deed and declared that she had willingly signed the same for the purposes and consideration therein expressed, and that she did not wish to retract it.

Given under my hand and seal of office this the 15th day of November, A. D. 1950.

Althea Humphreys, Notary Public in and  
for Dallas County, Texas

Seal

THE STATE OF TEXAS |

COUNTY OF DALLAS | BEFORE ME, the undersigned authority, on this day personally appeared Raymond Wood, and wife Merlyn Wood, known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they executed the same for the purposes and consideration therein expressed; and the said Merlyn Wood, wife of said Raymond Wood, having been examined by me privily and apart from her husband, and having the same fully explained to her, she, the said Merlyn Wood, acknowledged said instrument to be her act and deed and declared that she had willingly signed the same for the purposes and consideration therein expressed, and that she did not wish to retract it.

Given under my hand and seal of office this the 15th day of November, A. D. 1950.

Grace A. Willis, Notary Public in and  
for Dallas County, Texas

Seal

THE STATE OF TEXAS |

COUNTY OF TARRANT | BEFORE ME, the undersigned authority, on this day personally appeared Elza Smith and wife Edna Mae Smith, known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they executed the same for the purposes and consideration therein expressed, and the said Edna Mae Smith, wife of said Elza Smith, having been examined by me privily and apart from her husband, and having the same fully explained to her, she, the said Edna Mae Smith, acknowledged said instrument to be her act and deed and declared that she had willingly signed the same for the purposes and consideration therein expressed, and that she did not wish to retract it.

Given under my hand and seal of office this the 16 day of November, A. D. 1950.

U. K. Kenney, Notary Public in and  
for Tarrant County, Texas

Seal

THE STATE OF WYOMING |

COUNTY OF SUBLETTE | BEFORE ME, the undersigned authority, on this day personally appeared Carroll Schoonover, and wife Leatha Schoonover, known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they executed the same for the purposes and consideration therein expressed; and the said Leatha Schoonover, wife of said Carroll Schoonover, having been examined by me privily and apart from her husband, and having

the same fully explained to her, she, the said Leatha Schoonover, acknowledged said instrument to be her act and deed and declared that she had willingly signed the same for the purposes and consideration therein expressed, and that she did not wish to retract it.

Given under my hand and seal of office this the 20 day of November, A. D. 1950.

Seal

Paul Ziegler, Notary Public,  
Sublette County, Wyoming.

Commission expires 1/23/51

THE STATE OF TEXAS |

COUNTY OF COLLIN | BEFORE ME, the undersigned authority, on this day personally appeared Byrd Wilson and wife Frankie Wilson, known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they executed the same for the purpose and consideration therein expressed; and the said Frankie Wilson, wife of said Byrd Wilson, having been examined by me privily and apart from her husband, and having the same fully explained to her, she, the said Frankie Wilson, acknowledged said instrument to be her act and deed and declared that she had willingly signed the same for purposes and consideration therein expressed, and that she did not wish to retract it.

Given under my hand and seal of office this the 22nd day of November, A. D. 1950.

Seal

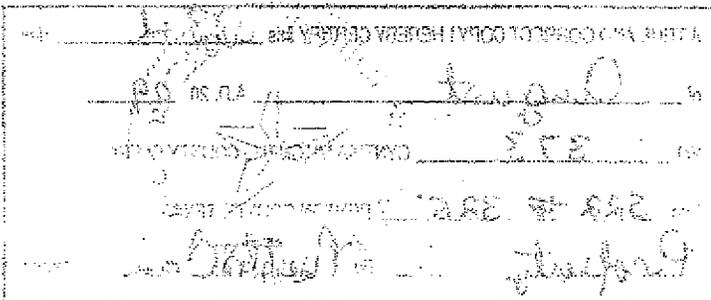
Jack D. Fisher, Notary Public in and for  
Collin County, Texas

Filed in Collin County, Texas Dec. 2, 1950, G. W. Henderson, Clerk County Court.

FILED FOR RECORD: Aug. 23rd 1951 at 2:10 P M

RECORDED: Oct. 16th 1951 at 1:45 P M

A. J. Barnett, Clerk County Court  
Tarrant County Texas



**Exhibit "A-2"**  
**Description of Property**  
(3 pages attached)

X  
#4227-WARRANTY DEED

THE STATE OF TEXAS |

COUNTY OF COLLIN | KNOW ALL MEN BY THESE PRESENTS:

That I, T. E. Roach, joined by my wife, Irine Roach, and Myrtle A. Roach, a widow, of the County of Collin, State of Texas, for and in consideration of the sum of One Thousand (\$1,000.00) Dollars cash, and other good and valuable consideration, to us in hand paid by H. T. Manning, the receipt of which is hereby acknowledged, have Granted, Sold and Conveyed, and by these presents do Grant, Sell and Convey unto the said H. T. Manning, of the County of Dallas, State of Texas, all those certain lots, tracts and parcels of land situated in the Counties of Collin and Denton, State of Texas, and described as follows:

FIRST TRACT: In Collin County, Texas, and embracing 217.82 acres, more or less, of Collin County School Land, Survey No. 10, Patent No. 45, Volume 16, Abstract No. 148, and being more particularly described as follows:

BEGINNING at a stake in the South line of the Chas. L. Smith Survey, and in the West line of Collin County, and the East line of Denton County, and being the Northwest corner of Lot No. 13, in the Subdivision of Block No. 10 of Collin County School Lands;

THENCE South  $3/4$  degree West with said West line of Collin County and Lot No. 13, 36 chains to a bois d'arc stake in the North boundary line of Thos. Cassidy Survey;

THENCE South  $89\frac{1}{4}$  degrees East at 9 chains pass Wm. Rogers Northwest corner at 33.33 chains pass Southwest corner of Lot No. 12, of said Subdivision of Collin County School Lands at 49.03 chains pass Southwest corner of Lot No. 17, of said subdivision and continuing in the same direction in all 90.03 chains to Southeast corner of Lot No. 17, and Southwest corner of Lot No. 10 of said subdivision;

THENCE North with the west line of Lot No. 10 and the East line of Lot No. 17 of said

subdivision 20 chains to the Southeast corner of Lot No. 11;

THENCE North  $89\frac{1}{2}$  degrees west pass Northwest corner of Lot No. 17 at 40 chains, pass stake in West line of Lot No. 12 at 55.7 chains in all 64.42 chains to a stake in the Southwest corner of 40 acres conveyed to Laura Hutton by W. L. Rogers by deed recorded in Volume 88, at Page 39, Deed Records of Collin County, Texas.

THENCE North with the West line of said Hutton land 16 chains to a stake in the South line of the Chas. L. Smith Survey and the North line of Lot No. 13;

THENCE North  $89\frac{1}{2}$  degrees west with said line 24.61 chains to the place of beginning, containing 217.82 acres of land, more or less; and being all of Lots 12, 13 and 17 of said subdivision of Collin County School Lands, except the 40 acres conveyed to Laura Hutton in above described deed.

SECOND TRACT: In Denton County, Texas, and embracing 36.95 acres of land, more or less, and being out of the Clayton Rogers Survey, Patent No. 317, Volume 2, Abstract No. 1130, and being more particularly described as follows:

BEGINNING at a rock marked "TB", the Southwest corner of a survey in the name of W. E. Bates in the North line of a survey in the name of Thos. Cassidy;

THENCE North 870 varas to the most Southerly Northeast corner of said Bates Survey in the South boundary line of a survey made for Chas. L. Smith;

THENCE East  $244\frac{2}{3}$  varas with said Smith's South boundary line to the East line of Denton County and the West boundary line of Collin County;

THENCE South 38 minutes West 870 varas with County line to the North boundary line of said Cassidy Survey;

THENCE West 235 yards to the place of beginning, containing 36.95 acres of land, more or less, and being the identical property conveyed to D. M. Morton, et ux, by National Life Insurance Company by deed referred to above. Said deed being recorded in Volume No. 289, Page 528, Deed Records of Denton County, Texas,

TO HAVE AND TO HOLD the above described premises, together with all and singular, the rights and appurtenances thereto in anywise belonging unto the said H. T. Manning, his heirs and assigns forever; and we do hereby bind ourselves, our heirs, executors and administrators, to Warrant and Forever Defend all and singular the said premises unto the said H. T. Manning, his heirs and assigns, against every person whomsoever lawfully claiming, or to claim the same, or any part thereof.

Witness our hands, this the 28 day of February, A. D. 1951.

T. E. Roach

Irine Roach

Myrtle A. Roach

§35.20 Fed. Rev. Attach. and Canc.

THE STATE OF TEXAS )

COUNTY OF COLLIN ) BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared T. E. Roach and Irine Roach, his wife, both known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they each executed the same for the purposes and consideration therein expressed, and the said Irine Roach, wife of the said T. E. Roach, having been examined by me privily and apart from her husband, and having the same fully explained to her, she, the said Irine Roach acknowledged such instrument to be her act and deed, and she declared that she had willingly signed the same for the purposes and consideration therein expressed, and that she did not wish to retract it.

Given under my hand and seal of office, this the 28 day of February, A. D. 1951.

Seal

Mrs. T. B. Lane, Notary Public  
Collin County, Texas.

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THE STATE OF TEXAS I

COUNTY OF COLLIN I BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared Myrtle A. Roach, a widow, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that she executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office, this the 23 day of February 1951.

Mrs. T. B. Lane, Notary Public,  
Collin County, Texas

Seal

Filed in Collin County, Texas, March 10, 1951, G. W. Henderson, County Clerk

FILED FOR RECORD: Aug. 23rd 1951 at 2:10 P M

RECORDED: Oct. 16th 1951 at 11:30 A M

A. J. Barnett, Clark County Court  
Denton County Texas

NOTARY PUBLIC

No. 2051 REVISED BY THE COMMISSIONERS OF THE LAND OFFICE  
 FILED IN Collin COUNTY TEXAS  
 DATE 2-23-51  
 BY [Signature]  
 COUNTY CLERK  
 FILED FOR RECORD Aug. 23rd 1951 at 2:10 P M  
 RECORDED Oct. 16th 1951 at 11:30 A M  
 BY [Signature]

**Exhibit "A-3"**  
**Description of Property**  
(2 pages attached)

✓  
#1682-WARRANTY DEED

THE STATE OF TEXAS |

COUNTY OF DENTON | KNOW ALL MEN BY THESE PRESENTS:

That we, Bill Tiner and wife Betty Tiner, and Ivory B. Tiner, of the County of Denton, State of Texas, for and in consideration of the sum of One Thousand Dollars and other good and valuable consideration to us in hand paid by H. T. Manning, the receipt of which is hereby acknowledged, and the assumption by the said H. T. Manning of the unpaid balance of \$5700. and accrued interest thereon from January 1, 1951 of a certain deed of trust note signed by Grantors in the principal sum of \$6,000, of date <sup>April</sup> 16, 1950, and payable to the order of American United Life Insurance Company and secured by a deed of trust given by Grantors to A. Halbing, Jr., Trustee, of date April 16, 1950, and of record in the Deed of Trust Records of Denton County, Texas, have Granted, Sold and Conveyed, and by these presents do Grant, Sell and Convey unto the said H. T. Manning of the County of Dallas, State of Texas,

All that certain tract or parcel of land situated in Denton County, Texas, and being a part of the Wm. E. Bates Pre-emption survey, Patent No. 1057, Vol. 15, Abstract No. 90, described as follows:

BEGINNING at the SW corner of said Wm. E. Bates Survey, it being the NW corner of the James Masters survey;

THENCE East 950.4 vrs to N E corner of said Masters survey, in all 1444 vrs to a rock for corner;

THENCE North 320 vrs to a rock in a ravine on the E line of said Bates survey and the Se corner of Subdivision #6;

THENCE with the division line between subdivision #5 & #6 N. 76 W. 1190 vrs a corner on hillside;

THENCE North 332-1/2 vrs to a corner on N line of said Wm. E. Bates survey;

THENCE West 275 vrs to a corner;

THENCE South 950 vrs to the place of beginning, containing 143.5 acres of land, more or less, and known as Subdivision #5, of said Wm. E. Bates survey.

TO HAVE AND TO HOLD the above described premises, together with all and singular, the rights and appurtenances thereto in anywise belonging unto the said H. T. Manning, his heirs and assigns forever; and we do hereby bind ourselves, our heirs, executors and administrators to Warrant and Forever Defend all and singular the said premises unto the said H. T. Manning, his heirs and assigns, against every person whomsoever lawfully claiming, or to claim the same, or any part thereof. Grantee assumes and agrees to pay the taxes for the year 1951.

Witness our hands at-----, Texas this 23rd day of February A. D. 1951.



Ivory B. Tiner

Bill Tiner

Betty Tiner

#13.75 Fed. Rev. Attach. and Conc.

THE STATE OF TEXAS |

COUNTY OF DALLAS | BEFORE ME, the undersigned authority, on this day personally appeared Ivory B. Tiner, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he/they executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this the 15th day of March A. D. 1951.

Gordon E. Reed, Notary Public in and for Dallas County, Texas

Seal

THE STATE OF TEXAS |

COUNTY OF COLLIN | BEFORE ME, the undersigned authority, on this day personally appeared Bill Tiner and wife, Betty Tiner, known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they executed the same for the purposes and consideration therein expressed; and the said Betty Tiner, wife of said Bill Tiner, having been examined by me privily and apart from her husband, and having the same fully explained to her, she, the said Betty Tiner, acknowledged said instrument to be her act and deed and declared that she had willingly signed the same for the purposes and consideration therein expressed, and that she did not wish to retract it.

Given under my hand and seal of office this the ---day of February A. D. 1951.

Jack D. Fisher, Notary Public in and for Collin County, Texas

Seal

FILED FOR RECORD: April 11th 1951 at 12:55 PM

RECORDED: May 23rd 1951 at 11:45 A M

A. J. Barnett, Clerk County Court Denton County Texas

Handwritten notes and signatures at the bottom of the page, including names like "Barnett" and "Fisher" and various dates and initials.

**Exhibit "A-4"**  
**Description of Property**  
(2 pages attached)

#792-WARRANTY DEED

THE STATE OF TEXAS |

COUNTY OF DENTON | That I, Elizabeth Smith FOSBEE, a widow, of Denton County, Texas, acting for myself and as Independent Executrix of the will of my deceased husband, Samuel Jefferson Foshee, for and in consideration of the sum of One Thousand (\$1000.00) Dollars, and other good and valuable consideration, to me cash in hand paid by H. T. Manning, the receipt of which is hereby acknowledged, and subject to the reservation hereof, have Granted, Sold and Conveyed, and by these presents do Grant, Sell and Convey unto the said H. T. Manning of the County of Dallas, State of Texas, All that certain tract or parcel of Land located in Denton County, Texas, and described as follows, to-wit:

All that certain lot, tract or parcel of land lying and being situated in the County of Denton, State of Texas, and being out of the W. E. Bates survey, Abstract No. 90, and being more particularly described as follows:

BEGINNING at a stake for corner in the East Boundary line of the W. E. Bates Survey, 320 varas (888.89 feet) North of the Southeast corner of said Bates survey;

THENCE North with the East Boundary line of said survey and with a public road, 1527.8 feet to a corner; said corner being the most Easterly Northeast corner of said survey;

THENCE West with the North boundary line of said survey 622.2 feet to an inner all corner of said Bates Survey;

THENCE North with the East boundary line of said Survey, 2444.4 feet to the most Northerly Northeast corner of said survey;

THENCE West with the North boundary line of said Survey, 1566.7 feet to the most Northerly Northwest corner of said Bates Survey;

THENCE South with the West boundary line of said Survey, 2222.2 feet to an inner all corner of said survey;

THENCE West with the North boundary line of said Survey, 1055.6 feet to a stake for corner;

THENCE South with fence, 945.0 feet to a corner;

THENCE South 75 Degrees and 39 Minutes East with fence, 3305.0 feet to the place of beginning, containing 177.18 acres of land, more or less; being the same land conveyed to Mrs. Elizabeth Foshee by deed from the Executors of the estate of Margaret A. Smith deceased of date, May 29, 1944, of record in Volume 306, page 528, of the Deed Records of Denton County, Texas, surveyed by R. T. May, Jr., County Surveyor of Denton County.

TO HAVE AND TO HOLD the above described premises, together with all and singular the rights and appurtenances thereto in anywise belonging unto the said H. T. Manning, his heirs and assigns forever, and I do hereby bind myself, my heirs, executors and administrators to Warrant and Forever Defend, all and singular the said premises unto the said H. T. Manning, his heirs, and assigns, against every person whomsoever lawfully claiming, or to claim the same, or any part thereof.

But it is expressly understood and agreed that Mrs. Elizabeth Smith Foshee reserves and excepts herefrom for herself and her heirs, executors and assigns, a non-participating



royalty interest of 1/32 of all the oil, gas, casinghead gas and other gaseous substances and other minerals in, under and that may be produced, saved and sold from said land, the same to be delivered to said Mrs. Elizabeth Smith Foosee, her heirs, executors or assigns or to her or their credit in the tanks or pipe lines or otherwise on said land free and clear of all expenses of development and operation in the event any of such minerals shall be produced from said land by Grantee, his heirs, executors or assigns.

Witness my hand this the 7th day of February 1951.

Elizabeth Smith Foosee  
Individually and as Independent  
Executrix of the will of Samuel  
Jefferson Foosee, deceased

§19.80 Fed. Rev. Attach. and Canc.

THE STATE OF TEXAS |

COUNTY OF COLLIN | BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared Elizabeth Smith Foosee, a widow, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that she 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 the 7th day of February, 1951.

Betty Kayes, Notary Public,  
Collin County, Texas

Seal

FILED FOR RECORD: Feb. 26, 1951 at 9:25 A M

RECORDED: April 11, 1951 at 3:40 P M

A. J. Barnett, Clerk County Court  
Denton County Texas.

Handwritten notes and stamps at the bottom of the page, including a rectangular stamp with illegible text and various scribbles.

**Exhibit "A-5"**  
**Description of Property**  
(2 pages attached)

X  
#0051 WARRANTY DEED:

THE STATE OF TEXAS )

COUNTY OF DENTON ) KNOW ALL MEN BY THESE PRESENTS:

THAT, Southwestern Life Insurance Company, a Corporation duly incorporated under the Laws of the State of Texas, with its principal office in the City of Dallas, Dallas County, Texas, acting herein by and through G.F. O'Donnell, its President, duly authorized so to act by a resolution adopted by the Board of Directors of said Corporation, reading:

"BE IT RESOLVED: That the President of the Company (or any Vice-President when authorized by resolution of the Executive Committee) be, and he is empowered and authorized to sell any real property now or at any time hereafter owned by the Company (other than the home office building property and the property located immediately adjacent thereto) at such price or prices and upon such terms as he may determine, and he is authorized to execute Deeds conveying any property so sold." for and in consideration of the sum of SIX THOUSAND AND 00/100 DOLLARS, to it paid, and secured to be paid, by Bert Fields as follows:

\$1,000.00 cash to it in hand paid, the receipt of which is hereby acknowledged; and  
\$5,000.00 represented by the execution and delivery by the said Bert Fields of his one certain note for that amount, of even date herewith, payable to Southwestern Life Insurance Company in five installments for the sum of \$1,000.00 each, due one each April 1st of the years 1944 to 1948, both inclusive; said note to bear interest from April 15, 1943, until maturity at the rate of four per centum per annum, payable annually as it accrues on the first day of April; all past due principal and interest to bear interest from maturity at the rate of ten per centum per annum, and providing for the usual ten per centum attorney's fees if placed in the hands of an attorney for collection or if collected in any court, and being further secured by deed of trust of even date herewith to G.F. O'Donnell, Trustee, has Granted, Sold and Conveyed, and by these presents does Grant, Sell and Convey unto the said Bert Fields of the County of Dallas State of Texas all that certain lot, tract or parcel of land, lying and being situated in the County of Denton, State of Texas, to-wit:

BEING 153.3 acres of land, more or less, situated about 6-1/8 miles N.W. from the town of Frisco, Texas, being out of the M.E.P. & P.R.R. Company, 534.3 acre Survey, the J.T. Landrum 160 acre Survey, and the J.R. Hogue 165 acre Survey, more particularly described by metes and bounds as follows:

BEGINNING at a stake 8.23 vrs. West of the most Northern N.W. corner of a 320 acre Survey in the name of W.E. Bates;

THENCE East 8.23 vrs. passes said Bates corner at 571.32 vrs. to a rock, the said W.E. Bates most Northern N.E. corner, the West Boundary line of a survey in the name of G.L. Smith;

THENCE North 312.84 vrs. to a rock, the N.W. corner of said G.L. Smith Survey on the South boundary line of a 165 acre tract in the name of J.R. Hogue;

THENCE East 188.52 vrs. to a rock, the S.E. corner of Lot 3 in the subdivision of said Hogue Survey between the Collins Heirs;

THENCE North 715.88 vrs. to a rock, the North boundary line of said Hogue Survey;

THENCE West 392.04 vrs. the N.W. corner of said Hogue Survey on the East line of the J.T.

Landrum Survey;

THENCE North 421.20 vrs. to a large rock, the N.E. corner of said Landrum Survey;

THENCE West 561.80 vrs. to a stake on the North boundary line of said Landrum Survey;

THENCE South 1447.92 vrs. to the place of beginning; containing 153.3 acres of land, more or less; SAVE AND EXCEPT a plot of ground 7.12 vrs. x 10.69 vrs. containing .0126 acres of land, more or less, out of the West portion of the 153.3 acres set apart to Nannie E. Landrum, now Nannie E. Wray, in the partition among the heirs of J.T. Landrum, Deceased, as shown by Partition

Deed dated October 11, 1890, of record in Vol. 41, page 457, Deed Records of Denton County, Texas, said plot of ground being known as Landrum's family grave yard; however, the reversionary interest owned by grantor in said grave yard is also hereby conveyed.

BEING the same land described in deed from Nannie H. Wray et vir to Southwestern Life Insurance Company, dated February 9, 1935, of record in Vol. 250, page 327, Deed Records of

Denton County, Texas, except said grave yard, It is understood and agreed that the property hereby conveyed is under rental contract entered into between Southwestern Life Insurance Company, lessor, and E. J. ... and the property is conveyed subject to said rental contract and grantee accepts this conveyance subject to said rental contract and all covenants and rights of way; and the grantee it is understood and agreed that the herein described property is sold and accepted as a tract and not by area and subject to all easements and rights of way; and the Warranty herein contained shall in no manner cover any deficiency in area or any easement or right of way, if any, to which said land might now be subjected; anything herein contained to the contrary notwithstanding.

TO HAVE AND TO HOLD the above described premises, together with all and singular, the rights and appurtenances thereto in anywise belonging unto the said Bert Fields, his heirs and assigns forever; and it does hereby bind itself and its successors and assigns, to Warrant and Forever Defend all and singular the said premises unto the said Bert Fields, his heirs and assigns, against every person whomsoever lawfully claiming, or to claim the same, or any part thereof.

BUT it is expressly agreed and stipulated that the Vendor's Lien is retained against the above described property, premises and improvements, until the above described note and all interest thereon are fully paid according to its face and tenor, effect and reading, when this deed shall become absolute.

IN TESTIMONY WHEREOF, the Southwestern Life Insurance Company has caused this instrument to be executed by its proper Officers, this the 30th day of March A.D. 1943.

\$6.60 FED. REV. ATTACH. & CANG.

SOUTHWESTERN LIFE INSURANCE COMPANY,

ATTEST: Corp. Seal.

By: C.F. O'Donnell, President,

A.D. Harder, Assistant Secretary.

THE STATE OF TEXAS }

COUNTY OF DALLAS } BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared C.F. O'DONNELL, President of the Southwestern Life Insurance Company known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed, as the act and deed of said Company and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 2nd day of April A.D. 1943.

Henry F. Abbott,

Notary Public, Dallas County, Texas.

seal

FILED FOR RECORD: APRIL 17, 1943 at 12:00 P.M.

RECORDED: APRIL 22, 1943 at 3:30 P.M.

*Blady Nash*

Mrs. Florence McLeod

Clerk County Court

Denton County, Texas

By A.L. Gentle, Deputy.

*Handwritten notes and signatures in a rectangular box at the bottom of the page.*

**Exhibit "A-6"**  
**Description of Property**  
(4 pages attached)

X  
 #7921-WARRANTY DEED

THE STATE OF TEXAS

COUNTY OF DENTON KNOW ALL MEN BY THESE PRESENTS:

That we, Chas. Hansford Ray and wife Maude L. Ray, John Campbell Ray and wife Mildred Ray, Oud Henderson Ray and wife Bessie Ray, and Ruth Ellene Ray a feme sole, of the County of Collin and State of Texas, for and in consideration of the sum of Forty Two Thousand Nine Hundred Sixteen & 66/100 (\$42,916.66) Dollars, to us in hand paid by Bert Fields of the County of Dallas and State of Texas, the receipt of which is hereby acknowledged, have granted, bargained, sold and conveyed and by these presents do grant, bargain, sell and convey unto the said Bert Fields, an undivided five-sixths (5/6ths) interest in and to the following described land, situated in Denton County, in the State of Texas, to-wit:

Out of and portions of the L. Netherly Survey, Abstract No. 962, the C. Jackson Survey, Abstract No. 665, the J. T. Landrum Survey Abstract No. 764, the R. H. Bates Survey Abstract No. 68 and the M. E. P. & P. E. R. Company Survey Abstract No. 941, more particularly described as follows:

BEGINNING at a stake in center of road running north and south and in center of road running east from which stake an iron pipe bears east 10 vrs and south 11 vrs, said beginning corner being at the northwest corner of the C. Jackson Survey and the northwest corner of an 81.5 acre tract described in a deed from John T. Landrum to John B. Ray and Mary E. Ray, dated December 15, 1884 and recorded in Vol. 43, page 280 of the Deed Records of Denton County, Texas;

THENCE south 3/4 degree west at 705.6 vrs an iron pipe in road from which pipe the east side of large fence corner post bears west 5.2 vrs, continuing south 3/4 degree west in all 1446.9 vrs to an iron pipe at tall fence post in the west line of the R. H. Bates Survey;

THENCE South 1/2 degree west at 137.1 vrs an iron pipe under fence, continuing south 1/2

340

degree west in all 994.2 vrs to an iron pipe at fence corner post the most northerly northeast corner of a 45.23-acre tract described in a deed from J. D. Bates and wife to John B. Ray, dated April 16, 1900 and recorded in Vol. 99, page 198 of the Deed Records of Denton County, Texas;

THENCE westerly with the north line of said 45.23 acre tract as follows, North 89 degrees west 500 vrs; North 89½ degrees west 340 vrs to a stake in road at the northwest corner of said 45.23 acre tract, from which stake an iron pipe bears east 7 vrs;

THENCE south 1/4 degree west 285 vrs to a stake at southwest corner of said 45.23 acre tract, from which stake an iron pipe bears east 7 vrs;

THENCE easterly with the south line of said 45.23 acre tract as follows; south 89½ degrees east 450 vrs; south 89½ degrees east 390 vrs a stake from which an iron pipe bears north 7 vrs; South 72-3/4 degrees east 182 vrs to a stake at southeast corner of said 45.23 acre tract from which stake an iron pipe bears east 7 vrs, said stake being in one of the west lines of a 153.8 acre tract described as Lot No. 4 allotted to Mrs. M. E. Ray in a partition deed recorded in Vol. 41, page 457 of the Deed Records of Denton County, Texas;

THENCE south 18½ degrees east 526/8 vrs to a stake in road at road turn from which stake an iron pipe bears south 7 vrs; said stake being at the most southerly southwest corner of the 153.8 acre tract referred to as Lot No. 4 above;

THENCE South 88½ degrees east 527.68 vrs to stake in road from which stake an iron pipe bears north 7 vrs; said stake being at an inner corner of a 109.56 acre tract described in a deed from A. E. Jamison and wife to J. B. Ray, recorded in Vol. 52, page 360 of the Deed Records of Denton County, Texas;

THENCE south 24 vrs to an iron pipe at the most southerly southwest corner of the 109.56 acre tract above referred to;

THENCE south 89½ degrees east 650.85 vrs to stake in road from which an iron pipe bears north 7 vrs;

THENCE North 3/4 degrees east at 1300 vrs an iron pipe in east line of a 195.8 acre tract described in a deed from E. D. Fox and wife to J. B. Ray of record in Vol. 117, page 312 of the Deed Records of Denton County, Texas, and continuing north 3/4 degree east in all 2227.4 vrs to an iron pipe at burned fence corner post, the northeast corner of said 195.8 acre tract in the south line of 138.5 acre tract described in a deed from D. C. Combest and wife to J. B. Ray of record in Vol. 80, page 500 of the Deed Records of Denton County, Texas;

THENCE south 89½ degrees east following the established fence line 364.1 vrs to iron pipe under fence, the southeast corner of the 138.5 acre tract above referred to;

THENCE north following established fence line 816.8 vrs to stake in center of road at northeast corner of said 138.5 acre tract, from which stake an iron pipe bears south 7.15 vrs;

THENCE north 85-3/4 degrees west with the center of road 959 vrs to an iron pipe at northwest corner of the 138.5 acre tract above mentioned, and in the east line of the 81.5 acre tract hereinabove mentioned;

THENCE north 1-1/4 degrees east 247.3 vrs to a stake in road at road turn from which stake an iron pipe bears south 10 vrs and west 10 vrs;

THENCE west 721.4 vrs with center of road to the place of beginning; and containing 816.4 acres of land more or less.

TO HAVE AND TO HOLD the above described premises, together with all and singular the rights and appurtenances thereto in anywise belonging unto the said Bert Fields, his heirs and assigns forever; and we do hereby bind ourselves and our heirs, executors and administrators, to warrant and forever defend, all and singular the said premises unto the said Bert Fields, his heirs and assigns against every person whatsoever lawfully claiming, or to claim the same or any part thereof.

Witness our hands, this the 27th day of March, 1943.

Chas. Hansford Ray  
 Maude L. Ray  
 Ruth Elieene Ray  
 John Campbell Ray  
 Mildred Ray  
 Gud Henderson Ray  
 Emma Ray

\$47.30 Fed. Rev. Attach. and Cano.

THE STATE OF TEXAS [ ]  
 COUNTY OF COLLIN [ ] BEFORE ME, a Notary Public in and for the State and County aforesaid, on this day personally appeared Chas. Hansford Ray and Maude L. Ray his wife, both known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they each executed the same for the purposes and consideration therein expressed; and the said Maude L. Ray wife of the said Chas. Hansford Ray having been examined by me privily and apart from her husband and having the same fully explained to her, she, the said Maude L. Ray acknowledged such instrument to be her act and deed, and she declared that she had willingly signed the same for the purposes and consideration therein expressed, and that she did not wish to retract it.

Given under my hand and seal of office, this the 27th day of March, 1945.

Luther Truett

Notary Public Collin County, Texas.

Seal

THE STATE OF TEXAS [ ]  
 COUNTY OF COLLIN [ ] BEFORE ME, the undersigned authority a Notary Public in and for the State and County aforesaid, on this day personally appeared John Campbell Ray and Mildred Ray his wife, both known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they each executed the same for the purposes and consideration therein expressed. And the said Mildred Ray wife of the said John Campbell Ray having been examined by me privily and apart from her husband, and having the same fully explained to her, she the said Mildred Ray acknowledged such instrument to be her act and deed and declared that she had willingly signed the same for the purposes and consideration therein expressed, and that she did not wish to retract it.

Given under my hand and seal of office, this the 27th day of March 1945.

R. C. Roberts

Notary Public in and for

Collin County, Texas.

Seal

THE STATE OF TEXAS [ ]  
 COUNTY OF COLLIN [ ] BEFORE ME, the undersigned authority a Notary Public in and for the State and County aforesaid, on this day personally appeared Gud Henderson Ray and Emma Ray his wife, both known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they each executed the same for the purposes and consideration therein expressed. And the said Emma Ray wife of the said Gud Henderson Ray, having been examined by me privily and apart from her husband and having the same fully explained to her, she, the said Emma Ray acknowledged such instrument to be her act and deed and declared that she had willingly signed the same for the purposes and consideration therein expressed and that she did not wish to retract it.

Given under my hand and seal of office, this the 27th day of March, 1945.

R. C. Roberts

Notary Public in and for

Collin County, Texas.

Seal

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THE STATE OF TEXAS |

COUNTY OF COLLIN | BEFORE ME, the undersigned authority, a Notary Public in and for Collin County, Texas, on this day personally appeared Ruth Eileen Rey, a feme sole, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that she executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office, this the 27th day of March, 1943.

Luther Truett  
Notary Public in and for  
Collin County, Texas.

Seal

FILED FOR RECORD: April 6th 1943 at 10:50 A M

RECORDED: April 10th 1943 at 10:40 A M

*Beas Lyph*

Mrs. Florence McLeod  
Clerk County Court  
Denton County Texas

RECORDED

APR 10 1943  
RECORDED  
CLERK COUNTY COURT  
DENTON COUNTY TEXAS  
1943

**Exhibit "A-7"**  
**Description of Property**  
(2 pages attached)

VOL 523 PAGE 684

SPECIAL WARRANTY DEED

5009

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

THAT I, H. T. Manning, Trustee, of Dallas County, Texas, for and in consideration of the sum of Ten and No/100 (\$10.00) Dollars and other good and valuable consideration, to me in hand paid by Bert Fields, Jr., the receipt of which is hereby acknowledged, have GRANTED, SOLD and CONVEYED, and by these presents do GRANT, SELL and CONVEY, unto the said Bert Fields, Jr., of Dallas County, Texas, all that certain tract or parcel of land lying and being situated in Denton County, Texas, described as follows, to wit:

Being a resurvey of a 200 acre tract of land described in a decree of the District Court, Passumpsic Savings Bank vs. Fred Beauchamp, et al, Cause No. 13809, November 3, 1933, shown in Volume DD, Page 403, District Court Records of Denton County, Texas.

Being part of the M.E.P. & P.R.R. Company Survey, A-941, part of the W. H. Bates Survey, A-83, and part of the M.E.P. & P.R.R. Company Survey, A-921.

BEGINNING at the most Westerly Southwest corner of the said 200 acre tract at a stake in the middle of a public road;

THENCE in a Northerly direction with fence line as follows: North 56.10 chains; North 1 degree East 8.34 chains to a stake in the middle of an old road;

THENCE in a Southeasterly direction with said road as follows: South 74-1/2 degrees East 6.50 chains; South 19-1/4 degrees East 22.21 chains to a stake at road turn;

THENCE in an Easterly direction with said road, as follows: South 88-1/2 degrees East 4.31 chains, East 9.85 chains;

THENCE in a Southerly direction with fence line as follows: South 1/2 degrees East 8.68 chains; South 3/4 degree West 10.43 chains; South 22.51 chains;

THENCE South 1/4 degree West 26.33 chains to a stake at the Southeast corner of the said 200 acre tract;

THENCE North 89-1/2 degrees West 22.66 chains to the most Southerly Southwest corner of the said 200 acre tract;

THENCE North 1/2 degree East 26.35 chains to an inner corner of the said 200 acre tract;

THENCE South 89-3/4 degrees West 5.07 chains to the place of beginning, containing 196.82 acres of land, as surveyed by Tom B. Wilson, Licensed State Land Surveyor.

This conveyance is made subject to all liens, restrictions, easements, mineral reservations and royalty reservations of record affecting said property.

TO HAVE AND TO HOLD the above described premises, together with all and singular the rights and appurtenances thereto in anywise belonging, unto the said Bert Fields, Jr., his heirs and assigns, forever; and I do hereby bind myself, my heirs, executors and administrators, to WARRANT and FOREVER DEFEND all and singular the title to said property unto the said Bert Fields, Jr., his heirs and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof, by, through or under me, but not otherwise.

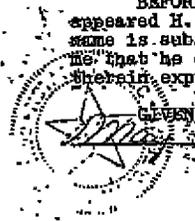
Grantee herein assumes the unpaid balance due and owing on one certain Vendor's Lien Note in the amount of \$38,000.00 dated May 18, 1959, and payable to the Alyne Fields Trust. Grantee further assumes full payment of all taxes for the year 1965.

DATED this the 30 day of April, 1965, but effective as of the 13th day of September, 1964.

*H. T. Manning*  
H. T. Manning, Trustee

THE STATE OF TEXAS )  
COUNTY OF DALLAS )

BEFORE ME, the undersigned authority, on this day personally appeared H. T. Manning, Trustee, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.



WITNESSED UNDER MY HAND AND SEAL OF OFFICE this 17 day of May, 1965.

*Lee McKenzie*  
Notary Public in and for Dallas County, Texas

LEE MCKENZIE, Notary Public  
Dallas County, Texas

FILED FOR RECORD: 29 day of June A.D. 1965 at 12:40'clock PM  
RECORDED: 29 day of June A.D. 1965 at 2:55'clock PM  
BY *Flowers* Deputy Theta Parker, Clerk County Court, Denton County, Texas

*Flowers*  
*Theta Parker*

**Exhibit "A-8"**  
**Description of Property**  
*(save and except the 50 acres set forth in Exhibit "A-9")*  
(3 pages attached)

SPECIAL WARRANTY DEED

5008

THE STATE OF TEXAS }  
 COUNTY OF DENTON }

KNOW ALL MEN BY THESE PRESENTS:

THAT I, H. T. Manning, Trustee of the Bert Fields, Jr., Trust, for and in consideration of the sum of Ten and No/100 (\$10.00) Dollars and other good and valuable consideration, to me in hand paid by Bert Fields, Jr., the receipt of which is hereby acknowledged, have GRANTED, SOLD and CONVEYED, and by these presents do GRANT, SELL and CONVEY, unto the said Bert Fields, Jr., of Dallas County, Texas, all that certain tract or parcel of land lying and being situated in Denton County, Texas, described as follows, to-wit:

**FIRST TRACT:** Out of the Samuel Whittenburg survey and, BEGINNING at a bois d'arc stake in center of public road at the N. W. corner of said survey in the west line of Section 10, N.E.P. & P. RY. CO. Survey on the E. E. line of the Thos. Bristow survey; THENCE East in the center of said road and on the North line of said Whittenburg survey at 965 varas the intersection of said road with one leading north and south a rock in said road in the north line of said Whittenburg survey from which the N.W. corner of Zion Church House hrs. south 4 deg. east and the center of the chimney of the Hicks house hrs. south 68-1/2 deg. east;

THENCE South in the center of said road 173.12 varas to a stake in said road and at the N.W. corner of the Zion Church lot from which the N.W. corner of said church building hrs. south 19 deg. East;

THENCE South 27 deg. west 100 varas to another corner of said lot;

THENCE South 6 deg. W. 240 varas to a stake in valley the S.W. corner of said church lot;

THENCE East 76 varas to a stake in the S.E. corner of said church lot;

THENCE S. 1/2 deg. east at 263 varas, Panther creek at 427 varas to a stake in the S. E. corner, of the said Whittenburg survey and the S.W. corner of the W. P. Bates survey in the center of Denton and McKinney road, and the S. E. corner of the Zion school lot;

THENCE N 89-1/2 deg. west in the center of said road and on the south line of the said Whittenburg survey passing the S. W. corner of the said school lot at 976 varas a Stake under a bridge, the S. W. corner of the said Whittenburg survey, and the S. E. corner of the Thos. Bristow survey, from which a corner post of lot fence hrs. N. 25-1/2 deg. West 8-3/4 varas;

VOL 523 PAGE 682

THENCE North in center of road and on the east line of the said Bristow Survey and the West line of the said Whittenburg survey at 335 varas to center of Panther creek at 919 varas the place of beginning, and being the same land described in deed from E. A. Frechet to J. H. Watson in deed recorded in Vol. 150, page 81 of Denton County Deed Records, and containing 154.64 acres of land.

SECOND TRACT: Being out of the Samuel Whittenburg survey, Abstract No. 1510; BEGINNING on the E. B. line of said survey at N.W. Corner of W. F. Bates survey;

THENCE S. 27 deg. west 100 varas;

THENCE S. 6 deg. W. 240 varas;

THENCE East 76 varas to E. B. line of said survey;

THENCE N. 3 deg W. 300 1/2 varas to place of beginning and containing 3.12 acres of land.

THIRD TRACT: All that certain tract of 83 acres of land out of a survey of 534.3 acres of land Patented to W. M. Bramlette and J. T. Berry, Assignees of the M.E.P. & P.R.R. Co. on December 21, 1876, by Patent 358, Vol. 11, Abstract 941, by virtue of Certificate 329, and described by metes and bounds as follows:

BEGINNING at the most Western Northwest corner of said M.E.P. & P.R.R. Co. Survey; on the South boundary line of the Samuel Whittenburg survey;

THENCE South 541 varas to the most Western Southwest corner of said M.E.P. & P.R.R. Co. Survey;

THENCE East 853-2/10 varas to the Southwest corner of a 5-1/2 acre tract sold by Hawkins to Bates, by deed recorded in Vol. 38, page 397, of the Deed Records of Denton County, Texas;

THENCE North 541 varas to the Northwest corner of said 5-1/2 acre tract, on the North boundary line of said M.E.P. & P.R.R. Co. Survey;

THENCE West 853-2/10 varas to the place of beginning.

SAVE AND EXCEPT 0.39 acres of land conveyed by H. T. Manning, Trustee to the State of Texas by Quitclaim Deed dated June 15, 1960, recorded in Volume \_\_\_\_\_, Page \_\_\_\_\_, of the Deed Records of Denton County, Texas.

ALSO SAVE AND EXCEPT that 1.54 acre tract of land conveyed by H. T. Manning, Trustee to the State of Texas by Deed dated January 27, 1960, recorded in Volume \_\_\_\_\_, Page \_\_\_\_\_, of the Deed Records of Denton County, Texas.

This conveyance is made subject to all liens, restrictions, easements, mineral reservations and royalty reservations of record affecting said property.

TO HAVE AND TO HOLD the above described premises, together with all and singular the rights and appurtenances thereto in anywise belonging, unto the said Bert Fields, Jr., his heirs and assigns, forever; and I do hereby bind myself, my heirs, executors and administrators, to WARRANT and FOREVER DEFEND all and singular the title to said property unto the said Bert Fields, Jr., his heirs and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof, by, through or under me, but not otherwise.

Grantee herein assumes full payment of all taxes for the year 1965.

DATED this the 30 day of April, 1965, but effective as of the 13th day of September, 1964.

*H. T. Manning*  
H. T. Manning, Trustee of the Bert Fields, Jr., Trust

THE STATE OF TEXAS }  
COUNTY OF DALLAS }

BEFORE ME, the undersigned authority, on this day personally appeared H. T. Manning, Trustee of the Bert Fields, Jr., Trust, known to me to be the person whose name is subscribed to the foregoing instrument, 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 17 day of April, 1965.



*Lee McKenzie*  
Notary Public in and for Dallas County, Texas LEE MCKENZIE, Notary Public Dallas County, Texas

FILED FOR RECORD: 2 day of June A.D. 1965 at 2:35 o'clock PM  
RECORDED: 8 day of June A.D. 1965 at 2:50 o'clock PM  
BY Howard E. Lee Deputy Theta Parker, Clark County Court, Denton County, Texas

Ex 10 103  
100-103-103  
100-103-103

**Exhibit "A-9"**  
**Description of Property**  
*(the property attached hereto is saved and excepted from the  
immediately preceding deed attached as Exhibit "A-8")*  
(5 pages attached)

Denton County  
Cynthia Mitchell  
County Clerk  
Denton, TX 76202



70 2005 0808 199

Instrument Number: 2005-8199

As

Recorded On: January 20, 2005

Warranty Deed

Parties: FIELDS BERT JR

Billable Pages: 5

To

Number of Pages: 5

Comment:

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

Warranty Deed	22.00
Total Recording:	22.00

\*\*\*\*\* 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: 2005-8199

Receipt Number: 164772

Recorded Date/Time: January 20, 2005 01:45P

User / Station: P Sallee - Cash Station 1

**Record and Return To:**

CITY OF FRISCO TEXAS  
6891 MAIN STREET  
ATTN GEORGE PUREFOY  
FRISCO TX 75034



THE STATE OF TEXAS }  
COUNTY OF DENTON }

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

C. Mitchell

County Clerk  
Denton County, Texas

**SPECIAL WARRANTY DEED**

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

As used herein, the following terms shall have the following meanings:

**Date:**                               **October 6, 2004**

**Grantor:**                           **Bert Fields, Jr.**

**Grantor's Mailing Address**       **11835 Preston Road**  
**(including county):**               **Dallas, Dallas County, Texas 75230**

**Grantee:**                           **The City of Frisco, Texas**

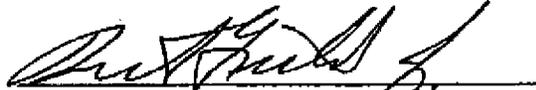
**Grantee's Mailing Address**       **c/o Mr. George Purefoy, City Manager**  
**(including county):**               **6891 Main Street**  
  **Frisco, Collin County, Texas 75034**

**Consideration:**                   **TEN DOLLARS (\$10.00) cash and other good and valuable**  
  **consideration, the receipt and sufficiency of which are hereby**  
  **acknowledged**

**Property:**                           **The tract of land more fully described in Exhibit "A" attached**  
  **hereto and incorporated herein for all purposes**

Grantor, for the Consideration, grants, sells, and conveys to Grantee the Property, together with all and singular rights and appurtenances thereto in any wise belonging, to have and hold it to Grantee and Grantee's successors or assigns forever. Grantor hereby binds Grantor and Grantor's heirs, executors, administrators and successors to warrant and forever defend all and singular the Property to Grantee and Grantee's 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 exceptions and encumbrances set forth on "Exhibit B" attached hereto.

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

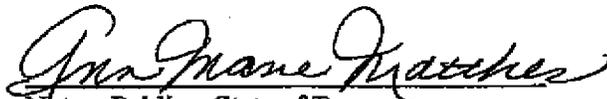
  
Bert Fields, Jr.

THE STATE OF TEXAS

§  
§  
§

COUNTY OF DALLAS

This instrument was acknowledged before me on the 6<sup>th</sup> day of October, 2004, by Bert Fields, Jr..

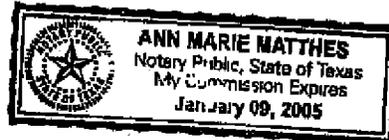
  
Notary Public - State of Texas

My Commission Expires:

Jan 9 2005

AFTER RECORDING RETURN TO:

Mr. George Purefoy, City Manager  
City of Frisco, Texas  
6891 Main Street  
Frisco, Texas 75034



**EXHIBIT A**

SITUATED in the State of Texas, County of Denton, being part of the M.E.P. & P.R.R. Survey, Abstract No. 941, being the westerly 50 acres of an 83 acre "Third Tract" as described in Special Warranty Deed and recorded in Volume 523, Page 681 of the Denton County Land Records with said premises being more particularly described as follows:

BEGINNING at a 1/2-inch iron rod found marking the southwest corner of said 83 acre tract and an interior corner of a "Second Tract" 106.465 acre tract as recorded in Volume 2520, Page 1 of the Denton County Land Records;

THENCE with the west line of said 83 acre tract and an east line of said 106.465 acre tract, North 00 deg. 24 min. 02 sec. West, passing at 520.25 feet a 1/2-inch iron rod found and continuing for a total distance of 1538.91 feet to a 1/2-inch iron rod found in Panther Creek (gravel roadway) marking the northwest corner of said 83 acre tract, the northeast corner of said 106.465 acre tract and being in the south line of a "First Tract" 154.64 acre tract as recorded in Volume 523, Page 681 of the Denton County Land Records;

THENCE with Panther Creek and along the north line of said 83 acre tract and the south line of said 154.64 acre tract, North 89 deg. 38 min. 39 sec. East, 1415.90 feet to a Roome capped 1/2-inch iron rod set marking the northeast corner of the herein described premises;

THENCE departing said roadway and with the east line of said premises, South 00 deg. 21 min. 21 sec. east, passing at 41.50 feet a Roome capped 1/2-inch iron rod set for reference and continuing for a total distance of 1528.53 feet to a Roome capped 1/2-inch iron rod set marking the southeast corner of said premises in a south line of said 83 acre tract and the north line of a 219.177 acre tract as recorded in Volume 4576, Page 2060 of the Denton County Land Records;

THENCE with a south line of said 83 acre tract and the north line of said 219.177 acre tract, South 88 deg. 43 min. 49 sec. West, 1201.12 feet to a wood fence corner post found marking the northwest corner of said 219.177 acre tract and the most easterly northeast corner of the aforementioned 106.465 acre tract;

THENCE with a south line of said 83 acre tract and the north line of said 106.465 acre tract, North 88 deg. 00 min. 18 sec. West, 213.92 feet to the point of beginning and containing 50 acres of land.

## **EXHIBIT B**

### **PERMITTED EXCEPTIONS AND ENCUMBRANCES**

1. Any easement or other matter of record to the extent the same is validly existing and applicable to the Property.

2. Any matter which would be shown on a survey of the Property, including, without limitation, the following:

a. Any portion of the property described herein within the limits or boundaries of Panther Creek as shown on survey by F.E. Bemenderfer, Jr., RPLS No. 4051, dated May 28, 2004.

b. Overhead electric lines and power poles as shown on survey by F.E. Bemenderfer, Jr., RPLS No. 4051, dated May 28, 2004.

c. Subject to that portion of subject property lying within the boundaries of the 100 year flood plain as shown on survey by F.E. Bemenderfer, Jr., RPLS No. 4051, dated May 28, 2004.

d. Rights or claims, if any of adjoining property owner(s) in and to that portion of insured property lying between the fence and the North, South, East and West property line, as shown on survey by F.E. Bemenderfer, Jr., RPLS No. 4051, dated May 28, 2004.

3. The Property is being conveyed on an "AS-IS" basis, without warranty or representation, expressed or implied, or arising by operation of law, including, but not limited to any warranty of (i) condition, habitability, merchantability or fitness for a particular purpose, (ii) concerning the nature and condition of the Property, including, without limitation, the water, soil and geology thereof, (iii) the nature, extent or existence of any right-of-way, roadbed, encumbrance, reservation, condition or otherwise, (iv) the compliance of the Property with any laws, rules, ordinances or regulations of any government or other body, or (v) any environmental condition which may exist on the Property, including, without limitation, the existence or non-existence of "Hazardous Substances," "Hazardous Materials," "Toxic Substances," or "Solid Waste" as such terms are defined in the Comprehensive Environmental Response Compensation and Liability Act of 1980, as amended by Superfund Amendments and Reauthorization Act of 1986, the Resource Conservation and Recovery Act of 1976 and the Hazardous Materials Transportation Act, and state environmental laws, and in the regulations promulgated pursuant to such laws, all as amended.

3713707v1

**Exhibit "B"**  
**Depiction of Property**  
(1 page attached)

