

**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.**

Fidelity National GF# 9001222101700

**SPECIAL WARRANTY DEED WITH VENDOR'S LIEN**

STATE OF TEXAS

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KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF PARKER

FOR VALUABLE CONSIDERATION, the receipt and adequacy of which are hereby acknowledged, and the further consideration of a certain promissory note of even date herewith in the principal amount as provided therein (the "Note"), executed by Grantee (hereinafter defined) and payable to the order of Ciera Bank ("Lender"), the payment of which Note is secured by the vendor's lien retained herein, and is additionally secured by a deed of trust of even date herewith, executed by Grantee to James Charles Powell, Trustee, for the benefit of Lender, D & M, a Texas general partnership ("Grantor"), hereby grants, bargains, sells and conveys to TH Willow Park, LLC, a Delaware limited liability company ("Grantee"), that certain real property located in the County of Parker, State of Texas, as more particularly described on Exhibit "A" attached hereto and incorporated herein by this reference (the "Land"), together with all of Grantor's right, title and interest in and to the fixtures and improvements located on the Land (the "Improvements"), and together with all rights, privileges and easements appurtenant to the Land, all water, wastewater and other utility rights relating to the Land and any and all easements, rights-of-way and other appurtenances used in connection with the beneficial use and enjoyment of the Land, in each case to the extent assignable (the "Appurtenances") (the Land, Improvements and Appurtenances collectively referred to as the "Property").

This conveyance is being made by Grantor and accepted by Grantee subject only to those certain title exceptions (the "Permitted Exceptions") set forth in Exhibit "B" attached hereto and made a part hereof for all purposes, but only to the extent that such exceptions are valid, existing, and, in fact, affect the Property and subject also to any and all validly existing encumbrances, conditions and restrictions relating to the Property as now reflected by the records of the County Clerk of Parker County, Texas and also subject to all zoning laws and other restrictions, regulations and ordinances and statutes of municipal or other governmental authorities applicable to any or all of the Property; and

TO HAVE AND TO HOLD the Property unto Grantee, and Grantee's heirs, legal representatives, successors and assigns forever, and Grantor does hereby bind Grantor, and Grantor's heirs, legal representatives, successors and assigns to WARRANT and FOREVER DEFEND, all and singular the Property unto Grantee and Grantee's heirs, legal representatives, 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, as aforesaid.

For the same consideration, Grantor hereby GRANTS, BARGAINS, SELLS and CONVEYS, without warranty express or implied, all interest, if any, of Grantor in (i) strips or gores, if any, between the Property and abutting properties and (ii) any land lying in or under the bed of any street, alley, road or right-of-way, opened or proposed, abutting or adjacent to the Property.

To secure the payment of the Note, the vendor's lien and superior title are retained against the Property until the Note and all interest thereon is fully paid and satisfied according to its face, tenor, effect and reading, and Grantor, for value received from the Lender, as recited above, does hereby TRANSFER, ASSIGN, and SET OVER, without recourse, unto the Lender, its successors and assigns, said vendor's lien retained to secure the Note together with the superior title remaining in Grantor.

GRANTEE ACKNOWLEDGES AND AGREES THAT, EXCEPT FOR THE SPECIAL WARRANTY OF TITLE SET FORTH HEREIN SUBJECT TO THE MATTERS SET OUT ABOVE, 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, EITHER 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; AND/OR (E) THE HABITABILITY, SUITABILITY, MERCHANTABILITY, MARKETABILITY, PROFITABILITY OR FITNESS FOR A PARTICULAR PURPOSE OF THE PROPERTY. GRANTEE IS RELYING SOLELY UPON ITS RIGHT TO INSPECT AND ITS INSPECTIONS OF THE PROPERTY PRIOR TO THE DATE HEREOF, INCLUDING, WITHOUT LIMITATION, THE CONDITION OF THE SURFACE AND SUBSURFACE OF THE PROPERTY AND GRANTOR WILL HAVE NO LIABILITY TO GRANTEE WITH RESPECT TO THE CONDITION TO THE PROPERTY.

Ad valorem taxes for the year of this deed have been prorated and paid; accordingly, by its acceptance of this Deed, Grantee assumes responsibility to pay all ad valorem taxes on the Property for 2022 and all subsequent years.

Grantee's Mailing Address: 3333 Welborn St., Ste. 320, Dallas, Dallas, County, Texas 75219.

*Signature Page Follows*

EXECUTED effective as of this 4<sup>th</sup> day of January, 2022.

GRANTOR:

D & M, a Texas general partnership

By: [Signature]  
Kiran J. Dave, General Partner

By: [Signature]  
Mrudula Mehta, General Partner

MCN Family Trust, General Partner

By: [Signature]  
Mrudula Mehta, Trustee

Mehta Living Trust, General Partner

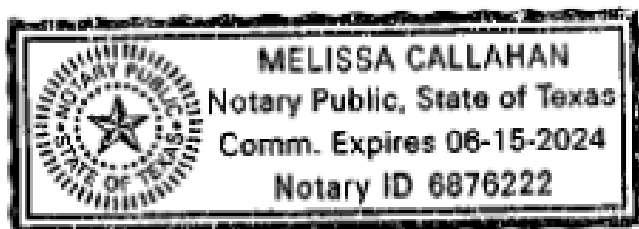
By: [Signature]  
Mrudula Mehta, Trustee

STATE OF TEXAS

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COUNTY OF TARRANT

This instrument was acknowledged before me on the 4<sup>th</sup> day of January, 2022, by Kiran J. Dave, General Partner, on behalf of D & M, a Texas general partnership on behalf of said partnership.



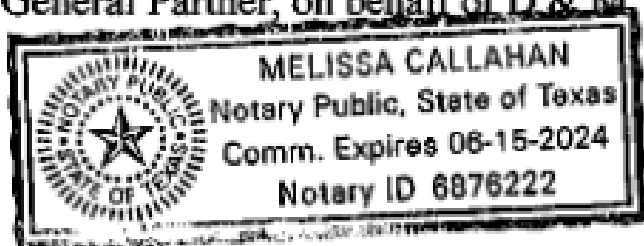
[Signature]  
Notary Public, State of Texas

STATE OF TEXAS

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COUNTY OF TARRANT

This instrument was acknowledged before me on the 4<sup>th</sup> day of January, 2022, by Mrudula Mehta, General Partner, on behalf of D & M, a Texas general partnership on behalf of said partnership.



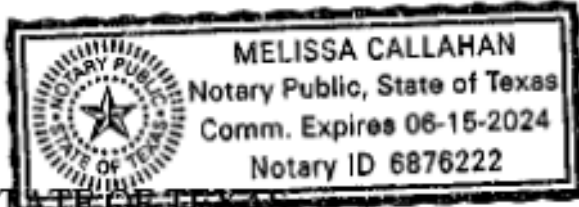
[Signature]  
Notary Public, State of Texas

STATE OF TEXAS

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COUNTY OF TARRANT

This instrument was acknowledged before me on the 4<sup>th</sup> day of January, 2022, by Mrudula Mehta, Trustee of the MCN Family Trust, General Partner, on behalf of D & M, a Texas general partnership on behalf of said partnership.



Melissa Callahan  
Notary Public, State of Texas

STATE OF TEXAS

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COUNTY OF TARRANT

This instrument was acknowledged before me on the 4<sup>th</sup> day of January, 2022, by Mrudula Mehta, Trustee of Mehta Living Trust, General Partner, on behalf of D & M, a Texas general partnership on behalf of said partnership.



Melissa Callahan  
Notary Public, State of Texas

After recording, return to:  
TH Willow Park, LLC  
3333 Welborn St., Ste. 320, Dallas, Texas 75219.

**EXHIBIT "A"**  
**LEGAL DESCRIPTION OF THE LAND**

BEING 19.17 acres (834,908 square feet) of land situated in the John H. Phelps Survey, Abstract No 1046, City of Willow Park, Parker County, Texas, and being a portion of a 52.283 acre tract described indeed to D & M, a Texas General Partnership recorded in Volume 1403, Page 1713, Real Property Records, Parker County, Texas, said 19.17 acres more particularly described in metes and bounds as follows:

BEGINNING at the southeast corner of this described tract, a 1/2 inch rebar rod found in the east line of said 52.283 acre tract, in the west line of that certain tract of land described in deed to Magellan Pipeline Terminals, L.P., recorded in Volume 2563, Page 1768, Real Property Records, Parker County, Texas, and being the northeast corner of HUNTERS GLEN, an Addition to the City of Willow Park, Parker County, Texas, according to the plat of said addition recorded in Plat Cabinet D, Slide 205, Plat Records, Parker County, Texas, and from said point of beginning a found 1/2 inch rebar rod with cap marked "YARGER 5854" in the southerly right-of-way line of Interstate Highway 20, at the northeast corner of said 52.283 acre tract, bears N 00°23'44" W 1478.98 feet;

THENCE S 89°20'29" W 875.48 (N 89°47'55" E 875.61 feet record per Plat), along the north line of said HUNTERS GLEN, to a found 1/2 inch rebar rod in concrete at fence corner in the west line of said 52.283 acre tract, the east line of WILLOW PARK VILLAGE, an addition to said City of Willow Park, according to the plat of said addition recorded in Plat Cabinet C, Slide 344 of said plat records, and said point being at the northwest corner of said HUNTERS GLEN, and the southwest corner of this 19.17 acre tract;

THENCE N 01°30'51" E (N01°59'E per deed) a distance of 1430.40 feet along the west line of said 52.283 acre tract and the east line of said WILLOW PARK VILLAGE ADDITION, to a 1/2 inch rebar rod with cap marked "YARGER 5854" at the northwest corner of this 19.17 acre tract and the southwest corner of Lot 1, Block 1, EXTREME EXTERIORS ADDITION, City of Willow Park according to the plat of said addition recorded in Plat Cabinet D, Slide 665, Plat Records, Parker County, Texas;

THENCE S 71°54'10" E 299.98 feet (S 71°35'05" E 299.92 feet per deed and N 71°52'50" W 299.24' per plat) along the south line of said Lot 1, Block 1, EXTREME EXTERIORS ADDITION, to a found 1/2 inch rebar rod with cap (marking on cap illegible) at the southeast corner thereof for an interior corner of said 52.283 acre tract and the northerly northeast corner of this 19.17 acre tract, and whence the northeast corner of said Lot 1, Block 1, EXTREME EXTERIORS ADDITION bears N 01°30'59" E 302.91 feet;

THENCE S 01°30'59" W 571.65 feet, over and across said 52.283 acre tract, to a point, an interior corner of this described tract;

THENCE N 89°36'16" E 562.39 feet, over and across said 52.283 acre tract to a point in the east line of said 52.283 acre tract and the west line of said Magellan Pipeline Terminals, LP tract, for the southerly northeast corner of this 19.17 acre tract;

THENCE S 00°23'44"E 759.11 feet along said east line of said 52.283 acre tract and said west line of said Magellan Pipeline Terminals, LP tract to the POINT OF BEGINNING and containing a surface area of 19.17 acres (834,908 square feet) of land.

**EXHIBIT "B"**  
**PERMITTED EXCEPTIONS**

1. Standby fees, taxes and assessments by any taxing authority for the year 2021 and subsequent years.
2. Rights of tenants in possession, as tenants only, under unrecorded lease agreements.
3. 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
4. Easement(s) and rights incidental thereto, as granted in a document:  
Granted to: Magellan Pipeline Company  
Purpose: As provided in said document  
Recording Date: April 25, 2008  
Recording No: in Volume 2629, Page 535, Real Property Records, Parker County, Texas, as affected by Surveyor's Affidavit recorded under Clerk's File No. 2013-4831, Real Property Records, Parker County, Texas  
Noted and shown on survey dated August 20, 2021, by Jacob Martin, prepared by Mark T. Brown, Registered Professional Land Surveyor Number 4247, Job Number 21397.
5. Interest in and to all coal, lignite, oil, gas and other minerals, and all rights incident thereto, contained in instrument dated August 27, 1985, recorded October 15, 1985 at in Volume 1320, Page 34 of the Official Records of Parker County, Texas.
6. Lease for coal, lignite, oil, gas or other minerals, together with rights incident thereto, dated February 22, 1957, by and between Elizabeth A. Simpson, widow of Edward James Simpson, as Lessor, and Magnolia Petroleum Company, as Lessee, recorded April 4, 1957 at in Volume 290, Page 558 of the Official Records of Parker County, Texas.
7. Lease for coal, lignite, oil, gas or other minerals, together with rights incident thereto, dated February 16, 1981, by and between Edward James Simpson and wife Adele, as Lessor, and Leases Two, Ltd., a Texas limited partnership, as Lessee, recorded March 4, 1981 at in Volume 1099, Page 670 of the Official Records of Parker County, Texas.
8. Lease for coal, lignite, oil, gas or other minerals, together with rights incident thereto, dated February 16, 1981, by and between I.C. Millican and wife, Mary Ann, as Lessor, and Leases Two, Ltd., a Texas limited partnership, as Lessee, recorded March 4, 1981 at in Volume 1099, Page 674 of the Official Records of Parker County, Texas.
9. Lease for coal, lignite, oil, gas or other minerals, together with rights incident thereto, dated February 16, 1981, by and between John N. Simpson, Jr. and wife Helen, as Lessor, and Leases Two, Ltd., a Texas limited partnership, as Lessee, recorded March 4, 1981 at in Volume 1099, Page 678 of the Official Records of Parker County, Texas.
10. Lease for coal, lignite, oil, gas or other minerals, together with rights incident thereto, dated February 16, 1981, by and between William M. Jones, Jr., as Lessor, and Leases Two, Ltd., a Texas limited partnership, as Lessee, recorded March 4, 1981 at in Volume 1099, Page 682 of the Official Records of Parker County, Texas.
11. Lease for coal, lignite, oil, gas or other minerals, together with rights incident thereto, dated September 10, 2007, by and between Adele B. Simpson, as Lessor, and Jerry Osborn dba Crown Equipment Co., as Lessee, recorded October 29, 2007 at in Volume 2584, Page 1649 of the Official Records of Parker County, Texas.

12. Lease for coal, lignite, oil, gas or other minerals, together with rights incident thereto, dated September 10, 2007, by and between Charles Daniel Jones, as Lessor, and Jerry Osborn dba Crown Equipment Co., as Lessee, recorded October 29, 2007 at in Volume 2584, Page 1653 of the Official Records of Parker County, Texas.
13. Lease for coal, lignite, oil, gas or other minerals, together with rights incident thereto, dated September 10, 2007, by and between Myra Mullican Dickerson, as Lessor, and Jerry Osborn dba Crown Equipment Co., as Lessee, recorded October 29, 2007 at in Volume 2584, Page 1657 of the Official Records of Parker County, Texas.
14. Lease for coal, lignite, oil, gas or other minerals, together with rights incident thereto, dated September 10, 2007, by and between Kristin S. Carlton formerly known as Kristine E. Simpson, as Lessor, and Jerry Osborn dba Crown Equipment Co., as Lessee, recorded October 29, 2007 at in Volume 2584, Page 1661 of the Official Records of Parker County, Texas.
15. Lease for coal, lignite, oil, gas or other minerals, together with rights incident thereto, dated September 10, 2007, by and between Edward J. Simpson Jr., as Lessor, and Jerry Osborn dba Crown Equipment co., as Lessee, recorded October 29, 2007 at in Volume 2584, Page 1665 of the Official Records of Parker County, Texas.
16. Lease for coal, lignite, oil, gas or other minerals, together with rights incident thereto, dated September 10, 2007, by and between Robert B. Simpson, as Lessor, and Jerry Osborn dba Crown Equipment Co., as Lessee, recorded October 29, 2007 at in Volume 2584, Page 1669 of the Official Records of Parker County, Texas.
17. Lease for coal, lignite, oil, gas or other minerals, together with rights incident thereto, dated September 10, 2007, by and between Kathe Millican Wells, as Lessor, and Jerry Osborn dba Crown Equipment Co., as Lessee, recorded October 29, 2007 at in Volume 2584, Page 1673 of the Official Records of Parker County, Texas.
18. Lease for coal, lignite, oil, gas or other minerals, together with rights incident thereto, dated September 10, 2007, by and between Virgie Lynn Jones, as Lessor, and Jerry Osborn dba Crown Equipment Co., as Lessee, recorded November 21, 2007 at in Volume 2590, Page 1565 of the Official Records of Parker County, Texas.
19. Any rights, interests, or claims which may exist or arise by reason of the following matters disclosed by survey,  
Job No.: 21397  
Dated: August 20, 2021  
Prepared by: Mark T. Brown, Registered Professional Land Surveyor Number 4247  
Matters shown: Corrugated pipe with concrete headwall culvert on subject property;  
Fence encroaches and/or protrudes over Northerly Northeasterly boundary line; Rights of third parties in and to land lying between fences and boundary lines; Rights of third parties in and to vehicular use of gravel driveway traversing subject property.

**FILED AND RECORDED**

OFFICIAL PUBLIC RECORDS



*Lila Deakle*

202200584  
01/05/2022 02:42:20 PM  
Fee: \$55.00  
Lila Deakle, County Clerk  
Parker County, Texas  
DEED