



20090917001158930

09/17/2009 09:24:01 AM D1 1/10

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

AMENDED CORRECTED SPECIAL WARRANTY DEED

THE STATE OF TEXAS

§

KNOW ALL MEN BY THESE PRESENTS:

§

COUNTY OF COLLIN

§

THAT, this Amended Corrected Special Warranty Deed is being executed, delivered and recorded in replacement and in lieu of, and in substitution for, that certain Corrected Special Warranty Deed (the "Original Deed") dated effective as of April 28, 2008, and previously recorded on April 1, 2009, as Instrument No. 20090401000377900 in the Official Public Records of Collin County, Texas.

THAT, HONEY CREEK PARTNERS, L.P., (successor -in- interest by conversion to Honey Creek Ranch Corp., a Texas corporation) a Texas limited partnership (hereinafter referred to as "Grantor"), pursuant to the terms, conditions, provisions and requirements of that certain Development Agreement (the "Original Development Agreement") dated effective as of December 13, 2005 executed by and between Grantor, Weston Land Ltd., a Texas limited partnership, and the CITY OF WESTON, TEXAS (the City of Weston, Texas being hereinafter referred to as "Grantee"), whose address is P. O. Box 248, Weston, Texas 75097, Attention: Scott Morrissey, Mayor, as amended by that certain First Amendment to Development Agreement (the "First Amendment") dated effective as of September 12, 2006, that certain Second Amendment to Development Agreement (the "Second Amendment") dated effective as of December 12, 2006, that certain Third Amendment to Development Agreement (the "Third Amendment") dated effective as of February 13, 2007, and that certain Fourth Amendment to Development Agreement (the "Fourth Amendment") dated effective as of June 18, 2009 (with the Original Development Agreement as amended by the First Amendment, the Second Amendment, the Third Amendment, and the Fourth Amendment being referred to herein as the "Development Agreement"), for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00), and other good and valuable consideration paid by Grantee, the receipt and sufficiency of which are hereby acknowledged and confessed, has GRANTED, SOLD AND CONVEYED, and by these presents does hereby GRANT, SELL AND CONVEY unto Grantee, the land (the "Land" and/or the "Property") located in Collin County, Texas, more particularly described in Exhibit "A" attached hereto and fully incorporated herein by reference for all purposes, together with all of Grantor's right, title and interest in and to adjacent roads, streets, alleys or rights-of-way to the extent (but only to the extent) that the same relate solely to the Land, but specifically excluding from the interest to be conveyed to Grantee pursuant to the terms hereof, (a) Grantor's right, title and interest in and to such rights and appurtenances to the extent they relate solely to other properties (the "Retained Property") owned by Grantor adjacent to, contiguous with or in close proximity to the Land and (b) all of Grantor's right, title and interest (if any) in and to any and all (i) rights, privileges, benefits, powers and interests (including rights, privileges, benefits, powers and interests as "developer," "owner," "declarant," or otherwise) under or with respect to any restrictive covenants, use restrictions and deed restrictions affecting the Land, and (ii) rights relating to property affecting owners associations, including review and approval rights to the extent the same affect the Land (all of such Land, real property, rights and appurtenances being hereinafter collectively referred to as the "Property"), subject; however, to the reservations and Restrictions set forth below, covenants, conditions, restrictions, reservations, easements, rights-of-way and other matters applicable to the above described Property which a correct survey or inspection would show, or which are filed of record in the Real Property Records of Collin County, Texas as of the date hereof, including but not

limited to those matters set forth on Exhibit "B" attached hereto and fully incorporated herein by reference for all purposes (hereinafter collectively referred to as the "Permitted Exceptions"). Grantee hereby assumes and shall be responsible for all taxes and assessments by any taxing authority from this date forward, and subsequent years, and subsequent taxes and assessments by any taxing authority for prior years due to change in land usage or ownership of the Property, and any and all interests, penalties, attorneys' fees and any and all other costs and expenses associated therewith or attributable thereto. Grantee hereby assumes, shall be responsible for and hereby agrees to hold harmless Grantor from and against any and all rollback taxes attributable to the Property.

It is understood and agreed that Grantor is not making any warranties or representations of any kind or character, express or implied, with respect to the Property, including, but not limited to, no warranties or representations as to matters of title (other than Grantor's special warranty of title set forth in this Amended Corrected Special Warranty Deed and Grantor's warranty that, to the best of its knowledge, that there are not rights of tenants in possession under the terms of any unrecorded leases, subleases, and/or rental agreements), zoning, tax consequences, physical or environmental condition, operating history or projections, valuation, governmental approvals, governmental regulations or any other matter or thing relating to or affecting the Property. Grantee agrees that with respect to the Property, Grantee has not relied upon and will not rely upon, either directly or indirectly, any representation or warranty of Grantor. Grantee hereby assumes the risk that adverse matters, including, but not limited to, adverse physical and environmental conditions, may not have been revealed by Grantee's inspections and investigations, if any. Grantee acknowledges and agrees that Grantor is selling and conveying to Grantee and Grantee is accepting the Property "AS IS, WHERE IS AND WITH ALL FAULTS" and that there are no oral agreements, warranties or representations, collateral to or affecting the Property by Grantor or any third party other than the Development Agreement.

Grantor hereby declares that the following restrictive covenants ("Restrictions") shall be and are hereby imposed against the Property and the Property shall be and is hereby sold and conveyed, subject to the Restrictions, all of which shall run with the land and be binding on Grantee and all parties having or acquiring any right, title or interest in or to the Property or any part thereof, and which shall inure to the benefit of Grantor.

1. The Property shall be utilized solely for the following expressly stated permitted public purposes (the "Permitted Purposes") and for no other use or purpose whatsoever for a period of fifty (50) years following the date of execution of this Amended Corrected Special Warranty Deed:

- (a) City hall and/or any other municipally-owned and run facilities,
- (b) Fire, police, ambulance and associated emergency services,
- (c) Potable water system, elevated storage and/or applicable pumps and pipelines,
- (d) Public park (as defined in the existing Ordinances of the Grantee as the date of execution of this Amended Corrected Special Warranty Deed), and/or
- (e) Public library.

2. The exterior wall surface and design of any and all buildings to be constructed on any portion of the Property shall be consistent and harmonious with the existing or planned architectural theme of Grantor's development project to be developed on the Retained Property.

3. Grantee hereby covenants and agrees to cause the commencement and completion of construction of one of the Permitted Purposes on or about the same time that residential construction on Grantor's development project to be developed on the Retained Property commences and completes. Commencement of construction of one of the Permitted Purposes shall include, but is not limited to, initiation of a request for proposal or qualifications for the design and/or construction of a Permitted Purpose. Notwithstanding any contrary provision contained herein, Grantee shall not be in violation of failing to complete construction in accordance with this covenant so long as the Grantee continues to work diligently towards completing construction.

4. The foregoing Restrictions shall remain in full force and effect for a term of fifty (50) years after the date of the recording hereof. The Restrictions shall be binding upon and enforceable against not only the owner of the Property or any portion thereof but also all lessees, tenants or other occupants of the Property or any portion thereof.

5. The Restrictions shall be given full force and effect notwithstanding the existence of any other restrictive covenants, zoning ordinances or building codes that are less restrictive. The owner of the Property or any portion thereof at all times shall comply in every respect with the Restrictions and with any and all other applicable restrictive covenants, laws, ordinances, policies, rules, regulations and orders of all federal, state, county and municipal governments or their agencies having jurisdictional control over the Property or any portion thereof, specifically including, but not limited to, applicable zoning restrictions placed upon the Property or any portion thereof as they exist from time to time. IN SOME INSTANCES OTHER APPLICABLE RESTRICTIVE COVENANTS AND GOVERNMENTAL REQUIREMENTS MAY BE MORE OR LESS RESTRICTIVE THAN THE RESTRICTIONS. IN THE EVENT A CONFLICT EXISTS BETWEEN ANY SUCH OTHER APPLICABLE RESTRICTIVE COVENANTS OR GOVERNMENTAL REQUIREMENTS AND ANY REQUIREMENT OF THE RESTRICTIONS SET FORTH HEREIN, THE MOST RESTRICTIVE REQUIREMENT SHALL PREVAIL. WHERE AN APPLICABLE RESTRICTIVE COVENANT OR GOVERNMENTAL REQUIREMENTS DOES NOT CLEARLY CONFLICT WITH THE RESTRICTIONS SET FORTH HEREIN BUT PERMITS ACTION THAT IS DIFFERENT FROM THAT REQUIRED BY THE RESTRICTIONS SET FORTH HEREIN, THE RESTRICTIONS SET FORTH HEREIN SHALL PREVAIL. The Restrictions shall be construed under and in accordance with the laws of the State of Texas. Invalidity of any one or more of the provisions hereof, or any portions thereof, by judgment or court order shall not affect any of the other provisions or covenants herein contained, which shall remain in full force and effect.

6. Grantor shall have the right, but not the obligation, to enforce the Restrictions. Enforcement may be made by any proceedings at law or in equity against any person or entity violating or attempting to violate any part of these Restrictions either to restrain or enforce violations or to recover damages. Grantor shall have the right to exercise any and all remedies available at law or in equity, including, without limitation, the right to initiate, defend, or intervene in litigation or an administrative proceeding affecting the enforcement of the Restrictions. No delay or failure to invoke any available right, power or remedy in respect to a breach of these Restrictions shall be held to be a waiver of (or estop a party from asserting) any right, power or remedy available upon the recurrence or continuance of said breach or other occurrence of a different breach. No other person or entity besides Grantor (or its successors or assignees as provided below) has a right to enforce these Restrictions.

7. The Restrictions may be amended or terminated only by a written document recorded in the Real Property Records of Collin County, Texas, executed by (i) Grantor (or its successors or assigns as provided below), (ii) the parties who, at the time involved, own fee title to at least seventy-five percent (75%) of the gross square footage of land area (as distinguished from the square footage of any improvements) of the Property, (iii) all mortgagees who, at the time involved hold mortgages or deeds of

trust on the real property of the fee title owners who have approved such action, and (iv) in the event that an amendment changes use of or further burdens a tract or parcel, the owner of such tract or parcel, without the necessity of the consent of the joinder of any other persons or entities in accordance with State law. Notwithstanding the foregoing sentence, Grantor, without the joinder of any other party, shall have the right to make minor changes or amendments to these Restrictions to correct or clarify errors, omissions, mistakes or ambiguities contained herein by filing a written document recorded in the Real Property Records of Collin County, Texas, setting forth the terms of such minor changes or amendments.

8. Grantor may freely assign its rights hereunder to any person, party or entity, including but not limited to, any homeowner's association having any jurisdiction over the Property; provided, however, no parties shall succeed to the rights of Grantor under these Restrictions unless Grantor expressly and specifically assigns its rights as Grantor under these Restrictions in an assignment executed expressly and specifically for such purpose and such assignment is recorded in the Real Property Records of Collin County, Texas. Upon any such assignment, the assignor of the rights of Grantor shall have no further rights under these Restrictions. In addition, at any time Grantor may voluntarily terminate its rights in whole or in part under these Restrictions by filing notice of such voluntary termination in the Real Property Records of Collin County, Texas.

TO HAVE AND TO HOLD the above described Property, together with all and singular the rights and appurtenances thereto in anywise belonging unto the said Grantee, its successors and assigns forever, and Grantor does hereby bind itself and its successors to WARRANT AND FOREVER DEFEND all and singular the said Property unto the said Grantee, its 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, and subject as aforesaid.

IN WITNESS WHEREOF, this Amended Corrected Special Warranty Deed has been executed on September 9;, 2009.

GRANTOR:

HONEY CREEK PARTNERS, L.P.,
a Texas limited partnership (successor –in- interest
by conversion to Honey Creek Ranch Corp., a Texas
corporation)

By: Honey Creek Partners GP, Inc.,
its General Partner

By: 
Name: Jon Bayless
Title: President

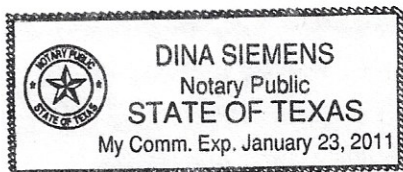
THE STATE OF TEXAS

§
§
§

COUNTY OF DALLAS

BEFORE ME, the undersigned authority, a Notary Public in and for the State of Texas,
on this day personally appeared Jon Bayless, President of Honey Creek Partners GP, Inc., the General
Partner of Honey Creek Partners, L.P., a Texas limited partnership (successor-in- interest by conversion
to Honey Creek Ranch Corp., a Texas corporation), known to me to be the person and officer whose
name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same as the
act and deed of such corporation and limited partnership, for the purposes and consideration therein
expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 9th day of
September, 2009.




NOTARY PUBLIC IN AND FOR
THE STATE OF TEXAS

Exhibit "A"

Legal Description

[Immediately follows this page]

EXHIBIT "A"
TOWN OF WESTON LAND DEDICATION

A tract or parcel of land situated in the William Culwell Survey, Abstract No. 184, in the City of Weston, Collin County, Texas, being part of that called 206.91 acre tract of land described in the deed to Honey Creek Ranch Corporation recorded in Volume 4768, Page 3562 of the Collin County Deed Records (CCDR), and being more particularly described as follows:

BEGINNING at a found 1/2 inch iron rod on the south right-of-way line of F.M. Road 543 at the northeast corner of the called 0.984 acres tract described in the deed to First Baptist Church of Weston recorded in Volume 3751, Page 177 in the CCDR;

THENCE Easterly along the south lone of F.M. Road 543 the following:

THENCE South $89^{\circ}11'47''$ East, 483.40 feet to a found concrete right-of-way marker;

THENCE Southeasterly an arc distance of 367.80 feet along a non-tangent curve to the right with a radius of 278.31 feet, a central angle of $75^{\circ}43'10''$, and the chord bears South $51^{\circ}34'27''$ East 341.61 feet;

THENCE South $87^{\circ}50'34''$ West, 749.99 feet;

THENCE North $02^{\circ}09'26''$ West, 16.29 feet to a found 1/2 inch iron rod at the southeast corner of said First Baptist Church of Weston tract;

THENCE North $00^{\circ}13'31''$ West, 231.05 feet along the east side of said First Baptist Church of Weston tract to the POINT OF BEGINNING and CONTAINING 3.60 acres of land, more or less.

NOTICE:

This is NOT a Boundary Survey. This Exhibit is created by calculating this tract as part of the parent tract. This Exhibit is for demonstration purposes only. This Exhibit should NOT be presented as a Boundary Survey nor accepted as a Boundary Survey actually surveyed on the ground.

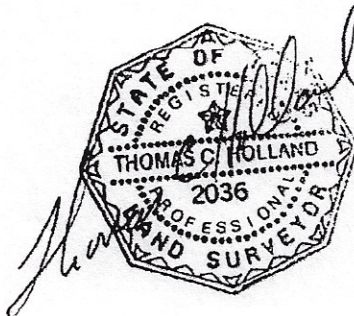


EXHIBIT "B"

PERMITTED EXCEPTIONS

1. Restrictive covenants recorded in Volume 11, Page 116, Deed Records; and in Instrument No. 20060404000434390, of the Official Public Records of Collin County, Texas.
2. Any discrepancies, conflicts, or shortages in area or boundary lines, or any encroachments or protrusions, or any overlapping of improvements.
3. Standby fees, taxes and assessments by any taxing authority for the year 2008, and subsequent years; and subsequent taxes and assessments by any taxing authority for prior years due to change in land usage or ownership.
4. Easement granted to the State of Texas in instrument dated December 8, 1948, executed by Ben Choate and wife, Cora Choate, and recorded in Volume 400, Page 470, Deed Records, Collin County, Texas.
5. Mineral and/or royalty interest described in instrument executed by Ben Ownsby Choate et al to Johnnie Narvell Toole and wife, Judy S. Toole, dated November 24, 1978, recorded in Volume 1145, Page 570, Deed Records, Collin County, Texas.
6. Mineral and/or royalty interest described in instrument executed by Anita Gross Taylor and husband, Wilber W. Taylor to Lera Beth Powell, dated April 10, 1963, recorded in Volume 616, Page 491, Deed Records, Collin County, Texas.
7. Easement granted to Grayson-Collin Electric Cooperative, Inc. by instrument dated May 28, 1980, executed by Wilbur Ray Toole and Kathryn D. Toole and recorded in Volume 1459, Page 302, Deed Records, Collin County, Texas.
8. Mineral and/or royalty interest as described in instrument executed by J.T. Grubbs and wife, Anna Mae Grubbs to John Toole and wife, Judy Toole, dated November 29, 1979, recorded in Volume 1211, Page 255, Deed Records, Collin County, Texas.
9. Easement granted to Collin County Soil Conservation District by instrument dated February 28, 1951, executed by the Estate of Ellen Kennedy and recorded in Volume 426, Page 408, Deed Records, Collin County, Texas.
10. Easement granted to Collin County Soil Conservation District by instrument dated February 28, 1951, executed by the H. K. Kerr and recorded in Volume 427, Page 204, Deed Records, Collin County, Texas.
11. Easement granted to the State of Texas by instrument dated May 6, 1948, executed by Mrs. Edna Barry and recorded in Volume 400, Page 422, Deed Records, Collin County, Texas.

12. Easement granted to Grayson-Collin Electric Cooperative, Inc., by instrument dated July 20, 1980, executed by Canus Ranch and recorded in Volume 1459, Page 288, Deed Records, Collin County, Texas.
13. Mineral and/or royalty interest as described in instrument executed by Grizel King, Dorothy Searcy, Margaret Johnson, Lena E. Kendall, Ruth Kendall Dowell, James Kerr, Ella Ruth Sledd, Marianna Roach, Lois Vaughn Malone Campbell, Virginia Flood, Patti Jean Jenkins and J.C. Alsup to Robert S. Folsom, dated June 14, 1973 and recorded in Volume 875, Page 52, Deed Records, Collin County, Texas.
14. Certificate of Adjudication dated July 22, 1983, executed by the Texas Water Commission, recorded in Volume 2, Page 47, Water Permit Records of Collin County, Texas.
15. Mineral and/or royalty interest as described in instrument executed by Lera Beth Powell and husband, V.E. Powell to Anita Gross Taylor, dated April 10, 1963, and recorded in Volume 616, Page 599, Deed Records, Collin County, Texas.
16. Mineral and/or royalty interest as described in instrument executed by Anita Gross Taylor and husband, Wilber W. Taylor to Floyd C. Reese and wife, Marilyn Winthrop Reese, dated June 26, 1973, and recorded in Volume 873, Page 580, Deed Records, Collin County, Texas.
17. Mineral and/or royalty interest as described in instrument executed by Floyd C. Reese and wife, Marilyn Winthrop Reese, to Van D. Nichols, Trustee, dated May 22, 1985, and recorded in Volume 2141, Page 470, Deed Records, Collin County, Texas.
18. Easement granted to Collin County Soil Conservation District by instrument dated February 28, 1951, executed by J.D. Brooks and wife, Jackie Brooks, and recorded in Volume 426, Page 474, Deed Records, Collin County, Texas.
19. Easement granted to Collin County Soil Conservation District by instrument dated February 28, 1951, executed by John W. Wester and recorded in Volume 426, Page 476, Deed Records, Collin County, Texas.
20. Easement granted to Grayson-Collin Electric Cooperative, Inc. by instrument dated June 2, 1988, executed by Janice B. Brittingham and recorded in Volume 3068, Page 924, Deed Records, Collin County, Texas.
21. Mineral and/or royalty interest as described in instrument executed by John Wester to Add G. Wilson, Sr., dated April 16, 1946, recorded in Volume 367, Page 32, Deed Records, Collin County, Texas.

22. The terms, provisions, conditions, easements, covenants and options as set out in the Declaration recorded in Instrument No. 20060404000434390, of the Official Public Records of Collin County, Texas.
23. Maintenance Charge and/or special assessments payable to the homeowners association, as set out in the Declaration recorded in Instrument No. 20060404000434390, of the Official Public Records of Collin County, Texas.
24. Rights of tenants in possession under the terms of any unrecorded leases, subleases and/or rental agreements.
25. No liability is assumed by reason of any encroachment(s) or protrusion(s) of a fence and/or building(s) into or outside of the boundary lines of the subject property herein described.
26. Any portion of the property herein described which falls within the boundaries of any road or roadway.
27. Any visible and apparent easements on or across the property herein described, which are not shown of record.

Filed and Recorded
Official Public Records
Stacey Kemp, County Clerk
Collin County, TEXAS
09/17/2009 09:24:01 AM
\$52.00 TKING
20090917001158930

