

THE STATE OF TEXAS     }  
  }  
COUNTY OF DALLAS     }     KNOW ALL MEN BY THESE PRESENTS:

**SPECIAL WARRANTY DEED**  
**(With Reservation of Noise & Vibration Easement)**

THAT DALLAS AREA RAPID TRANSIT, a Texas regional transportation authority, ("Grantor"), for and in consideration of the sum of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration in hand paid by the Grantee hereinafter named, the receipt whereof is hereby acknowledged and confessed and for which no lien is retained or implied, have GRANTED, SOLD and CONVEYED and by these presents does hereby GRANT, SELL and CONVEY unto SPHINX DEVELOPMENT CORPORATION, a Texas corporation ("Grantee"), whose address is 3030 LBJ Freeway, Suite 880, Dallas, Texas 75234, all of Grantor's right, title and interest in and to the following described real property in the City of Dallas, Dallas County, Texas, (the "Property"), to-wit:

Being Tract 6, all of Blocks A/5914, B/5914 and C/5914, Compton Street and Fran Way, City of Dallas, Dallas County, Texas, known locally as 1515 Compton Street, Dallas, Texas, and being more particularly described in Exhibit "A" attached hereto and incorporated herein for all pertinent purposes, TOGETHER WITH all improvements thereon and all rights and appurtenances pertaining thereto, including any right, title and interest of Seller in and to adjacent streets or street rights-of-way.

TO HAVE AND TO HOLD the Property unto the said Grantee, its personal representatives, successors and assigns *for as long as the Conditions (hereinafter defined) are satisfied, and if the Conditions are not satisfied, the Property will automatically revert to and be owned by Grantor without the necessity of any further act on the part of Grantor, it being Grantor's intent to convey a fee simple estate subject to reversion if the Conditions are not met;* AND FURTHER PROVIDED, HOWEVER, that, as an exception to the conveyance and any warranty granted herein, Grantor, for its benefit and for the benefit of its successors and assigns, hereby expressly reserves unto itself and its successors and assigns a PERPETUAL NOISE AND VIBRATION EASEMENT in, on, over, under and across the Property, and, by acceptance of this deed, Grantee and Grantee's heirs, personal representatives, successors and assigns or any other person by acquiring any ownership or possessory interest in the Property subsequent to the recording of this instrument, hereby RELEASES, DISCHARGES and FOREVER ACQUITS GRANTOR, its directors, officers, agents, contractors, successors and assigns from all claims, demands and causes of action now existing or that may hereafter arise for damage, loss or injury to the Property or to any person occupying the Property due to any noise and vibration resulting from the use of Grantor's right-of-way located in the vicinity of the Property for public transit or railroad purposes by Grantor, or its successors or assigns. Grantor does hereby bind itself and its successors and assigns to WARRANT AND FOREVER DEFEND all and singular the said premises 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.

**Conditions:** Grantee's use of the Property is restricted as follows: Grantee shall construct for-sale townhouses on the Property. Prior to the completion of the last phase of for-sale townhouses or no later than five years after Closing, whichever is earlier, Grantee shall construct a pedestrian connection meeting City of Dallas design requirements to DART's Morrell Light Rail Transit Station, and the Property shall continue to be used for transit supportive purposes by Grantee, its successors and assigns.

***This conveyance is additionally made and accepted subject to the following matters:***

1. all laws, ordinances and other governmental regulations, city, state or federal, affecting the Property; and
2. any and all covenants, conditions, restrictions, reservations, easements, licenses or similar interests in evidence on the ground or of record in the Real Property Records of Dallas County, Texas as of the date hereof, to the extent that any such interests are still in effect, whether for roadways, crossings, utility poles, signs, billboards, sewer lines, water lines, gas lines, electric lines, fiber optic lines or otherwise.

GRANTOR REPRESENTS AND WARRANTS that prior to the execution of this conveyance, Grantor has not conveyed all or any portion of the Property to any other party other than Grantee;

**GRANTEE ACKNOWLEDGES THAT GRANTOR ACQUIRED THE PROPERTY FROM THE RESOLUTION TRUST CORPORATION, WHICH MAY HAVE ACQUIRED THE PROPERTY THROUGH FORECLOSURE OR DEED IN LIEU OF FORECLOSURE, AND CONSEQUENTLY, GRANTOR HAS LITTLE, IF ANY, KNOWLEDGE OF THE PHYSICAL OR ECONOMIC CHARACTERISTICS OF THE PROPERTY CONVEYED HEREUNDER. ACCORDINGLY, AS A MATERIAL PART OF THE CONSIDERATION FOR THIS AGREEMENT, GRANTOR AND GRANTEE AGREE THAT EXCEPT FOR THE WARRANTIES CONTAINED IN THE FOREGOING PARAGRAPH, GRANTOR IS NOT MAKING AND SPECIFICALLY DISCLAIMS ANY WARRANTIES OR REPRESENTATIONS OF ANY KIND OR CHARACTER, EXPRESS OR IMPLIED, WITH RESPECT TO THE PROPERTY, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OR REPRESENTATIONS AS TO MATTERS OF TITLE, ZONING, TAX CONSEQUENCES, PHYSICAL OR ENVIRONMENTAL CONDITIONS, AVAILABILITY OF ACCESS, INGRESS OR EGRESS, OPERATING HISTORY OR PROJECTIONS, VALUATION, GOVERNMENTAL APPROVALS, GOVERNMENTAL REGULATIONS OR ANY OTHER MATTER OR THING RELATING TO OR AFFECTING THE PROPERTY, INCLUDING WITHOUT LIMITATION, (i) THE VALUE, CONDITION, MERCHANTABILITY, MARKETABILITY, PROFITABILITY, SUITABILITY OR FITNESS FOR A PARTICULAR USE OR PURPOSE OF THE PROPERTY, (ii) THE MANNER OR QUALITY OF THE CONSTRUCTION OR MATERIALS INCORPORATED INTO ANY OF THE PROPERTY; AND (iii) THE MANNER, QUALITY, STATE OF REPAIR OR LACK OF REPAIR OF 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 OR ANY AGENT OR AFFILIATE OF GRANTOR. GRANTEE REPRESENTS AND WARRANTS THAT HE IS A KNOWLEDGEABLE PURCHASER OF REAL PROPERTY AND THAT HE IS RELYING SOLELY ON ITS OWN EXPERTISE AND THAT OF GRANTEE'S CONSULTANTS, AND THAT GRANTEE WILL CONDUCT SUCH INSPECTIONS AND INVESTIGATIONS OF THE PROPERTY, INCLUDING BUT NOT LIMITED TO THE PHYSICAL AND ENVIRONMENTAL CONDITIONS THEREOF, AND SHALL RELY UPON SAME AND UPON CLOSING, SHALL ASSUME 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. GRANTEE ACKNOWLEDGES AND AGREES THAT THE PROPERTY IS SOLD AND CONVEYED BY GRANTOR AND ACCEPTED BY GRANTEE "AS IS", "WHERE IS", "WITH ALL FAULTS" AND THERE ARE NO ORAL AGREEMENTS, WARRANTIES OR REPRESENTATIONS (EXCEPT AS HEREIN SPECIFICALLY PROVIDED) COLLATERAL TO OR AFFECTING THE PROPERTY BY GRANTOR, ANY AGENT OR AFFILIATE OF GRANTOR, OR ANY THIRD PARTY.

GRANTEE OR ANYONE CLAIMING BY, THROUGH OR UNDER GRANTEE HEREBY FULLY RELEASES GRANTOR, ITS EMPLOYEES, DIRECTORS, REPRESENTATIVES, AGENTS, SUCCESSORS, AND ASSIGNS FROM ANY AND ALL CLAIMS THAT IT MAY NOW HAVE OR HEREAFTER ACQUIRE AGAINST GRANTOR FOR ANY COST, LOSS, LIABILITY, DAMAGE, EXPENSE, DEMAND, ACTION OR CAUSE OF ACTION ARISING FROM OR RELATED TO ANY CONDITIONS AFFECTING THE PROPERTY. GRANTEE FURTHER ACKNOWLEDGES AND AGREES THAT THIS RELEASE SHALL BE GIVEN FULL FORCE AND EFFECT ACCORDING TO EACH OF ITS EXPRESSED TERMS AND PROVISIONS, INCLUDING, BUT NOT LIMITED TO, THOSE RELATING TO UNKNOWN AND UNSUSPECTED CLAIMS, DAMAGES AND CAUSES OF ACTION. THIS COVENANT RELEASING GRANTOR SHALL BE A COVENANT RUNNING WITH THE PROPERTY AND SHALL BE BINDING UPON GRANTEE. GRANTOR HEREBY ASSIGNS WITHOUT RECOURSE OR REPRESENTATION OF ANY NATURE TO GRANTEE, EFFECTIVE UPON THE EXECUTION AND DELIVERY HEREOF, ANY AND ALL CLAIMS THAT GRANTOR MAY HAVE FOR ANY CONDITIONS AFFECTING THE PROPERTY. GRANTEE SHALL LOOK SOLELY TO GRANTOR'S PREDECESSORS OR TO SUCH CONTRACTORS AND CONSULTANTS AS MAY HAVE CONTRACTED FOR WORK IN CONNECTION WITH THE PROPERTY FOR ANY REDRESS OR RELIEF. UPON THE ASSIGNMENT BY GRANTOR OF ITS CLAIMS, GRANTEE RELEASES GRANTOR OF ALL RIGHTS, EXPRESS OR IMPLIED, GRANTOR MAY HAVE AGAINST GRANTOR ARISING OUT OR RESULTING FROM ANY CONDITIONS OF THE PROPERTY. GRANTEE FURTHER UNDERSTANDS THAT SOME OF GRANTOR'S PREDECESSORS IN INTEREST MAY BE OR BECOME INSOLVENT, BANKRUPT, JUDGMENT PROOF OR OTHERWISE INCAPABLE OF RESPONDING IN

DAMAGES, AND GRANTEE MAY HAVE NO REMEDY AGAINST SUCH PREDECESSORS, CONTRACTORS OR CONSULTANTS.

GRANTEE HEREBY AGREES TO INDEMNIFY, PROTECT, DEFEND, SAVE AND HOLD HARMLESS, GRANTOR AND GRANTOR'S EMPLOYEES, DIRECTORS, REPRESENTATIVES, AND AGENTS FROM AND AGAINST ANY AND ALL DEBTS, DUTIES, OBLIGATIONS, LIABILITIES, SUITS, CLAIMS, DEMANDS, CAUSES OF ACTION, DAMAGES, LOSSES, COSTS AND EXPENSES (INCLUDING, WITHOUT LIMITATION, ATTORNEYS' FEES AND EXPENSES AND COURT COSTS) IN ANY WAY RELATING TO, CONNECTED WITH OR ARISING OUT OF THE PROPERTY OR THE OWNERSHIP, LEASING, USE, OPERATION, MAINTENANCE AND MANAGEMENT THEREOF FROM AND AFTER THE DATE HEREOF, INCLUDING, WITHOUT LIMITATION, THE COST OF ANY REMOVAL OF HAZARDOUS SUBSTANCES OR CONTAMINANTS FROM THE PROPERTY.

EXECUTED this 6 day March, 2009.

DALLAS AREA RAPID TRANSIT

By: [Signature]  
TIMOTHY H. MCKAY, P.E.  
Senior Vice-President  
Rail Program Development

THE STATE OF TEXAS }  
  }  
COUNTY OF DALLAS }

The foregoing instrument was acknowledged before me on the 6 day of March, 2009, by Timothy H. McKay, P.E., Senior Vice-President - Rail Program Development, DALLAS AREA RAPID TRANSIT, a regional transportation authority, on behalf of said authority.



[Signature]  
Notary Public, The State of Texas  
Printed Name:  
My Commission Expires:

Executed by Grantee for the purpose of confirming its agreement to the terms and provisions hereof.

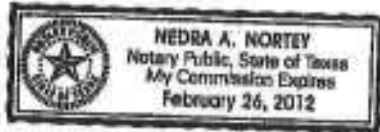
GRANTEE:

SPHINX DEVELOPMENT CORPORATION  
A Texas Corporation

By: Joseph Agumadil  
Jay Oji Joseph N. AGUMADIL  
Chief Operating Officer

THE STATE OF TEXAS }  
                                  }  
COUNTY OF DALLAS }

The foregoing instrument was acknowledged before me on the 6<sup>th</sup> day of March, 2009, by Jay Oji, Chief Operating Officer of SPHINX DEVELOPMENT CORPORATION, on behalf of said corporation.



Nedra A. Northey  
Notary Public, The State of Texas  
Printed Name:  
My Commission Expires: 2-26-2012

After recording return to:  
Sphinx Development  
3030 LBJ Freeway #880  
Dallas, TX 75234

# EXHIBIT A

DART PARCEL NO. SOC1-4-1  
CARVER HEIGHTS APTS  
WILLIAM S. BEATTY SURVEY, ABSTRACT 57  
CITY OF DALLAS  
DALLAS COUNTY, TEXAS

Page 1 of 3  
March 2, 2009

## METES AND BOUNDS DESCRIPTION

**BEING** a 304,066 square feet tract of land situated in the William S. Beatty Survey, Abstract Number 57, in the City of Dallas Block 5914, Dallas County, Texas, being all of Blocks A and B, part of Block C of "Carver Heights Apts", an addition to the City of Dallas, as recorded by plat in Volume 15, Page 299 of the Map Records of Dallas County, Texas, and being part of that certain tract of land described in Special Warranty Deed to Dallas Area Rapid Transit as recorded in Volume 93057, Page 2438 of the Deed Records of Dallas County, Texas, and being more particularly described by metes and bounds as follows:

**BEGINNING** at a one-inch pipe found (controlling monument, surface northing 6,959,391.64 and easting 2,491,377.32) in the west line of Fran Way (40.00-foot width) for the northeast corner of said Block C/5914, and the southeast corner of a called 5.990 acre tract of land as described in Special Warranty Deed to SDC Fiji Senior, LP, as recorded in Instrument Number 20070431553 of said Deed Records, from which a one-half inch steel rebar found (controlling monument) bears N 36° 45' 21" E, a distance of 80.14 feet;

1. **THENCE**, S 01° 01' 31" E, along the west line of said Fran Way, a distance of 514.50 feet to a one-half inch steel rebar with yellow plastic cap marked "AZB" set for the intersection of the west line of said Fran Way and the northerly line of Compton Street (40.00-foot width);
2. **THENCE**, S 65° 54' 34" W, along the northerly line of said Compton Street, a distance of 589.56 feet to a one-half inch steel rebar with yellow plastic cap marked "AZB" set for corner, from which a four-inch brass disk marked "DART CONTROL MONUMENT" found (controlling monument) bears S 59° 05' 14" W, 67.99 feet;
3. **THENCE**, N 05° 02' 31" W, 112.00 feet east of and parallel to the west line of said Block C/5914, a distance of 554.60 feet to a one-half inch steel rebar with yellow plastic cap marked "AZB" set for corner in the southerly line of said SDC Fiji Senior, LP, tract;

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DART PARCEL NO. SOC1-4-1  
CARVER HEIGHTS APTS  
WILLIAM S. BEATTY SURVEY, ABSTRACT 57  
CITY OF DALLAS  
DALLAS COUNTY, TEXAS

Page 2 of 3  
March 2, 2009

**METES AND BOUNDS DESCRIPTION**

4. **THENCE**, N 70° 40' 29" E, along the southerly line of said SDC Fiji Senlor, LP, tract, a distance of 612.24 feet to the **POINT OR PLACE OF BEGINNING** and containing the following:
- Gross computed area of 304,066 square feet or 6.9804 acres
  - Computed area within roadways of 60,737 square feet or 1.3943 acres
  - Net computed area within blocks A, B and C of 243,329 square feet or 5.5861 of land, with more or less.

A Survey Plat of even date accompanies this property description.

**BASIS OF BEARING** is the Texas State Plane Coordinate System, Texas North Central Zone 4202, North American Datum 1983 (NAD83), geodetic bearings established by GPS measurements with a grid to surface adjustment factor of 1.000136506.

I certify that this property description represents a survey made on the ground under my supervision during the month of September 2008, as described above and the accompanying parcel plat. This survey was completed without benefit of a title report.

  
E. David Utzman  
Registered Professional Land Surveyor  
Texas Registration No. 4607

03/02/09  
Date

02-24-09 Revised Plat Name to "Apts"

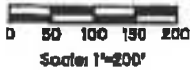


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# WILLIAM S. BEATTY SURVEY A-57



SOC FLEISHER LP  
5.99 ACRES.  
INSTRUMENT NO. 2007043553  
D.R.D.C.T.

DALLAS AREA  
RAPID TRANSIT  
TRACT ONE, 20,134 SF.  
VOL. 28193, PG. 4486  
D.R.D.C.T.

DALLAS POWER  
& LIGHT CO.  
VOL. 3112, PG. 35  
D.R.D.C.T.

FOUND 4" BRASS DEK  
'DART CONTROL'  
(CU)

	AREA	SQUARE FEET	ADDSAGE
GROSS AREA:	304,000	304,000	5,9804
LESS RIGHT-OF-WAY:	(60,737)	243,263	(1,39431)
NET AREA:	243,263	243,263	5,5861



*[Handwritten signature]*  
03/12/09

REVISION: 02-24-09 - CHANGED PLAY LINE FROM "ADDITION" TO "APTS"

### LEGEND

- CH CENTERLINE (SEE DRAWING)
- FIELD POINT FROM FIELD SURVEY
- 1/2" IRON BUSH SET
- 1/2" IRON PLASTIC CAP (EXCEPT AS NOTED)

PROPERTY DATA		COMPUTED	AREA	AREA SUMMARY	SQ. FT.
PROPERTY OWNER(S) OF RECORD	DALLAS AREA RAPID TRANSIT	DATE	04/12/09	WHOLE PROPERTY	304,000
STREET ADDRESS	13007	DESK	001	PARCEL AREA	243,263
GRID VOLUME	13007	SUPERVISOR	001	PERM	PERMANENT EASEMENT
GRID VOLUME	13007	DATE	04/12/09	CONSTRUCTION EASEMENT	
BLK. NO.	2814			WEATHERS EASEL	EXISTING
LOT NO.					

TRACT-3

DART PROJECT



DALLAS AREA RAPID TRANSIT

DART PARCEL NUMBER SOC1-4-1  
CARVER HEIGHTS APTS

SHEET 3 OF 3 DWG No. 208028-SVY REV 01





**FILED AND RECORDED**

OFFICIAL PUBLIC RECORDS

A handwritten signature in black ink, appearing to read "John F. Warren", is written over a textured, grey rectangular background.

John F. Warren, County Clerk

Dallas County TEXAS

March 10 2009 09:35 AM

FEE: \$ 44.00

**200900068722**



200900358768

DEED 1/5

**THIS AMENDED DEED IS INTENDED TO REPLACE THE SPECIAL WARRANTY DEED (With Reservation of Noise & Vibration Easement) EXECUTED ON MARCH 9, 2009 AND RECORDED ON MARCH 10, 2009, BY INSTRUMENT #2009068722.**

THE STATE OF TEXAS

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF DALLAS

**AMENDED SPECIAL WARRANTY DEED  
(With Reservation of Noise & Vibration Easement)**

THAT DALLAS AREA RAPID TRANSIT, a Texas regional transportation authority, ("Grantor"), for and in consideration of the sum of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration in hand paid by the Grantee hereinafter named, the receipt whereof is hereby acknowledged and confessed and for which no lien is retained or implied, has GRANTED, SOLD and CONVEYED and by these presents does hereby GRANT, SELL and CONVEY unto SPHINX DEVELOPMENT CORPORATION, a Texas corporation ("Grantee"), whose address is 3030 LBJ Freeway, Suite 880, Dallas, Texas 75234, all of Grantor's right, title and interest in and to the following described real property in the City of Dallas, Dallas County, Texas, (the "Property"), to-wit:

Being Tract 6, all of Blocks A/5914, B/5914 and C/5914, Compton Street and Fran Way, City of Dallas, Dallas County, Texas, known locally as **1515 Compton Street, Dallas, Texas**, and being more particularly described in Exhibit "A" attached hereto and incorporated herein for all pertinent purposes, TOGETHER WITH all improvements thereon and all rights and appurtenances pertaining thereto, including any right, title and interest of Seller in and to adjacent streets or street rights-of-way.

TO HAVE AND TO HOLD the Property unto the said Grantee, its personal representatives, successors and assigns *for as long as the Conditions (hereinafter defined) are satisfied, and if the Conditions are not satisfied, the Property will automatically revert to and be owned by Grantor without the necessity of any further act on the part of Grantor, it being Grantor's intent to convey a fee simple estate subject to reversion if the Conditions are not met;* AND FURTHER PROVIDED, HOWEVER, that, as an exception to the conveyance and any warranty granted herein, Grantor, for its benefit and for the benefit of its successors and assigns, hereby expressly reserves unto itself and its successors and assigns a PERPETUAL NOISE AND VIBRATION EASEMENT in, on, over, under and across the Property, and, by acceptance of this deed, Grantee and Grantee's heirs, personal representatives, successors and assigns or any other person by acquiring any ownership or possessory interest in the Property subsequent to the recording of this instrument, hereby RELEASES, DISCHARGES and FOREVER ACQUITS GRANTOR, its directors, officers, agents, contractors, successors and assigns from all claims, demands and causes of action now existing or that may hereafter arise for damage, loss or injury to the Property or to any person occupying the Property due to any noise and vibration resulting from the use of Grantor's right-of-way located in the vicinity of the Property for public transit or

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**Conditions:** Grantee's use of the Property is restricted as follows: Grantee shall construct a pedestrian connection meeting City of Dallas design requirements to DART's Morrell Light Rail Transit Station, and the property shall continue to be used for transit supportive purposes by Grantee, its successors and assigns.

*This conveyance is additionally made and accepted subject to the following matters:*

1. all laws, ordinances and other governmental regulations, city, state or federal affecting the Property; and

2. any and all covenants, conditions, restrictions, reservations, easements, licenses or similar interests in evidence on the ground or of record in the Real Property Records of Dallas County, Texas as of the date hereof, to the extent that any such interests are still in effect, whether for roadways, crossings, utility poles, signs, billboards, sewer lines, water lines, gas lines, electric lines, fiber optic lines or otherwise.

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EXECUTED this 21<sup>st</sup> day Dec, 2009.

DALLAS AREA RAPID TRANSIT

By: Cleo S. Grounds  
CLEO S. GROUNDS  
Assistant Vice-President  
Real Estate

THE STATE OF TEXAS }  
  }  
COUNTY OF DALLAS }

The foregoing instrument was acknowledged before me on the 21<sup>st</sup> day of December, 2009, by Cleo S. Grounds, Assistant Vice-President - Real Estate, DALLAS AREA RAPID TRANSIT, a regional transportation authority, on behalf of said authority.



[Signature]  
Notary Public, The State of Texas  
Printed Name:  
My Commission Expires:





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2. any and all covenants, conditions, restrictions, reservations, easements, licenses or similar interests in evidence on the ground or of record in the Real Property Records of Dallas County, Texas as of the date hereof, to the extent that any such interests are still in effect, whether for roadways, crossings, utility poles, signs, billboards, sewer lines, water lines, gas lines, electric lines, fiber optic lines or otherwise.

GRANTOR REPRESENTS AND WARRANTS that prior to the execution of this conveyance, Grantor has not conveyed all or any portion of the Property to any other party other than Grantee;

**GRANTEE ACKNOWLEDGES THAT GRANTOR ACQUIRED THE PROPERTY FROM THE RESOLUTION TRUST CORPORATION, WHICH MAY HAVE ACQUIRED THE PROPERTY THROUGH FORECLOSURE OR DEED IN LIEU OF FORECLOSURE, AND CONSEQUENTLY, GRANTOR HAS LITTLE, IF ANY, KNOWLEDGE OF THE PHYSICAL OR ECONOMIC CHARACTERISTICS OF THE PROPERTY CONVEYED HEREUNDER. ACCORDINGLY, AS A MATERIAL PART OF THE CONSIDERATION FOR THIS AGREEMENT, GRANTOR AND GRANTEE AGREE THAT EXCEPT FOR THE WARRANTIES CONTAINED IN THE FOREGOING PARAGRAPH, GRANTOR IS NOT MAKING AND SPECIFICALLY DISCLAIMS ANY WARRANTIES OR REPRESENTATIONS OF ANY KIND OR CHARACTER, EXPRESS OR IMPLIED, WITH RESPECT TO THE PROPERTY, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OR REPRESENTATIONS AS TO MATTERS OF TITLE, ZONING, TAX CONSEQUENCES, PHYSICAL OR ENVIRONMENTAL CONDITIONS, AVAILABILITY OF ACCESS, INGRESS OR EGRESS, OPERATING HISTORY OR PROJECTIONS, VALUATION, GOVERNMENTAL APPROVALS, GOVERNMENTAL REGULATIONS OR ANY OTHER MATTER OR THING RELATING TO OR AFFECTING THE PROPERTY, INCLUDING WITHOUT LIMITATION, (i) THE VALUE, CONDITION, MERCHANTABILITY, MARKETABILITY, PROFITABILITY, SUITABILITY OR FITNESS FOR A PARTICULAR USE OR PURPOSE OF THE PROPERTY, (ii) THE MANNER OR QUALITY OF THE CONSTRUCTION OR**



MATERIALS INCORPORATED INTO ANY OF THE PROPERTY; AND (iii) THE MANNER, QUALITY, STATE OF REPAIR OR LACK OF REPAIR OF 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 OR ANY AGENT OR AFFILIATE OF GRANTOR. GRANTEE REPRESENTS AND WARRANTS THAT HE IS A KNOWLEDGEABLE PURCHASER OF REAL PROPERTY AND THAT HE IS RELYING SOLELY ON ITS OWN EXPERTISE AND THAT OF GRANTEE'S CONSULTANTS, AND THAT GRANTEE WILL CONDUCT SUCH INSPECTIONS AND INVESTIGATIONS OF THE PROPERTY, INCLUDING BUT NOT LIMITED TO THE PHYSICAL AND ENVIRONMENTAL CONDITIONS THEREOF, AND SHALL RELY UPON SAME AND UPON CLOSING, SHALL ASSUME 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. GRANTEE ACKNOWLEDGES AND AGREES THAT THE PROPERTY IS SOLD AND CONVEYED BY GRANTOR AND ACCEPTED BY GRANTEE "AS IS", "WHERE IS", "WITH ALL FAULTS" AND THERE ARE NO ORAL AGREEMENTS, WARRANTIES OR REPRESENTATIONS (EXCEPT AS HEREIN SPECIFICALLY PROVIDED) COLLATERAL TO OR AFFECTING THE PROPERTY BY GRANTOR, ANY AGENT OR AFFILIATE OF GRANTOR, OR ANY THIRD PARTY.

GRANTEE OR ANYONE CLAIMING BY, THROUGH OR UNDER GRANTEE HEREBY FULLY RELEASES GRANTOR, ITS EMPLOYEES, DIRECTORS, REPRESENTATIVES, AGENTS, SUCCESSORS, AND ASSIGNS FROM ANY AND ALL CLAIMS THAT IT MAY NOW HAVE OR HEREAFTER ACQUIRE AGAINST GRANTOR FOR ANY COST, LOSS, LIABILITY, DAMAGE, EXPENSE, DEMAND, ACTION OR CAUSE OF ACTION ARISING FROM OR RELATED TO ANY CONDITIONS AFFECTING THE PROPERTY. GRANTEE FURTHER ACKNOWLEDGES AND AGREES THAT THIS RELEASE SHALL BE GIVEN FULL FORCE AND EFFECT ACCORDING TO EACH OF ITS EXPRESSED TERMS AND PROVISIONS, INCLUDING, BUT NOT LIMITED TO, THOSE RELATING TO UNKNOWN AND UNSUSPECTED CLAIMS, DAMAGES AND CAUSES OF ACTION. THIS COVENANT RELEASING GRANTOR SHALL BE A COVENANT RUNNING WITH THE PROPERTY AND SHALL BE BINDING UPON GRANTEE. GRANTOR HEREBY ASSIGNS WITHOUT RECOURSE OR REPRESENTATION OF ANY NATURE TO GRANTEE, EFFECTIVE UPON THE EXECUTION AND DELIVERY HEREOF, ANY AND ALL CLAIMS THAT GRANTOR MAY HAVE FOR ANY CONDITIONS AFFECTING THE PROPERTY. GRANTEE SHALL LOOK SOLELY TO GRANTOR'S PREDECESSORS OR TO SUCH CONTRACTORS AND CONSULTANTS AS MAY HAVE CONTRACTED FOR WORK IN CONNECTION WITH THE PROPERTY FOR ANY REDRESS OR RELIEF. UPON THE ASSIGNMENT BY GRANTOR OF ITS CLAIMS, GRANTEE RELEASES GRANTOR OF ALL RIGHTS, EXPRESS OR IMPLIED, GRANTOR MAY HAVE AGAINST GRANTOR ARISING OUT OR RESULTING FROM ANY CONDITIONS OF THE PROPERTY. GRANTEE FURTHER UNDERSTANDS THAT SOME OF GRANTOR'S

**PREDECESSORS IN INTEREST MAY BE OR BECOME INSOLVENT, BANKRUPT, JUDGMENT PROOF OR OTHERWISE INCAPABLE OF RESPONDING IN DAMAGES, AND GRANTEE MAY HAVE NO REMEDY AGAINST SUCH PREDECESSORS, CONTRACTORS OR CONSULTANTS.**

**GRANTEE HEREBY AGREES TO INDEMNIFY, PROTECT, DEFEND, SAVE AND HOLD HARMLESS, GRANTOR AND GRANTOR'S EMPLOYEES, DIRECTORS, REPRESENTATIVES, AND AGENTS FROM AND AGAINST ANY AND ALL DEBTS, DUTIES, OBLIGATIONS, LIABILITIES, SUITS, CLAIMS, DEMANDS, CAUSES OF ACTION, DAMAGES, LOSSES, COSTS AND EXPENSES (INCLUDING, WITHOUT LIMITATION, ATTORNEYS' FEES AND EXPENSES AND COURT COSTS) IN ANY WAY RELATING TO, CONNECTED WITH OR ARISING OUT OF THE PROPERTY OR THE OWNERSHIP, LEASING, USE, OPERATION, MAINTENANCE AND MANAGEMENT THEREOF FROM AND AFTER THE DATE HEREOF, INCLUDING, WITHOUT LIMITATION, THE COST OF ANY REMOVAL OF HAZARDOUS SUBSTANCES OR CONTAMINANTS FROM THE PROPERTY.**

EXECUTED this 21<sup>st</sup> day of December, 2009.

DALLAS AREA RAPID TRANSIT

By: Cleo S. Grounds  
CLEO S. GROUNDS  
Assistant Vice-President  
Real Estate

THE STATE OF TEXAS }  
  }  
COUNTY OF DALLAS }

The foregoing instrument was acknowledged before me on the 21<sup>st</sup> day of December, 2009, by Cleo S. Grounds, Assistant Vice-President - Real Estate, DALLAS AREA RAPID TRANSIT, a regional transportation authority, on behalf of said authority.



Lonita A. Jones  
Notary Public, The State of Texas  
Printed Name:  
My Commission Expires:

Executed by Grantee for the purpose of confirming its agreement to the terms and provisions hereof.

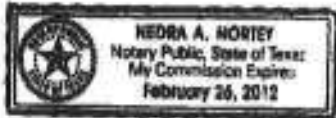
GRANTEE:

SPHINX DEVELOPMENT CORPORATION  
A Texas Corporation

By: Jay Oji  
Jay Oji  
Chief Operating Officer

THE STATE OF TEXAS }  
                                  }  
COUNTY OF DALLAS }

The foregoing instrument was acknowledged before me on the 23rd day of December, 2009, by Jay Oji, Chief Operating Officer of SPHINX DEVELOPMENT CORPORATION, on behalf of said corporation.



Nedra A. Northey  
Notary Public, The State of Texas  
Printed Name:  
My Commission Expires:

Filed and Recorded  
Official Public Records  
John F. Warren, County Clerk  
Dallas County, TEXAS  
12/29/2009 09:54:28 AM  
\$32.00



JFO

20091229168

Special Warranty Deed

Page 3 of 6

THE STATE OF TEXAS  
COUNTY OF DALLAS  
I hereby certify that the above and foregoing is a full, true, and  
correct photographic copy of the original record now in my lawful  
custody and possession, filed on the date stamped thereon and as  
the same is recorded in the Recorder's Records in my office under  
the volume and page of instrument it stands therein.  
I hereby certify as

MAR 11 2010



*[Handwritten Signature]*  
COUNTY CLERK, DALLAS, TEXAS  
My Comm. Expires \_\_\_\_\_

PREDECESSORS INTEREST MAY BE OR BECOME INSOLVENT, BANKRUPT, JUDGMENT PROOF OR OTHERWISE INCAPABLE OF RESPONDING IN DAMAGES, AND GRANTEE MAY HAVE NO REMEDY AGAINST SUCH PREDECESSORS, CONTRACTORS OR CONSULTANTS.

GRANTEE HEREBY AGREES TO INDEMNIFY, PROTECT, DEFEND, SAVE AND HOLD HARMLESS, GRANTOR AND GRANTORS EMPLOYEES, DIRECTORS, REPRESENTATIVES, AND AGENTS FROM AND AGAINST ANY AND ALL DEBTS, DUTIES, OBLIGATIONS, LIABILITIES, SUITS, CLAIMS, DEMANDS, CAUSES OF ACTION, DAMAGES, LOSSES, COST AND EXPENSES (INCLUDING, WITHOUT LIMITATION, ATTORNEYS' FEES AND EXPENSES AND COURT COSTS) IN ANY WAY RELATING TO, CONNECTED WITH OR ARISING OUT OF THE PROPERTY OR THE OWNERSHIP, LEASING, USE, OPERATION, MAINTENANCE AND MANAGEMENT THEREOF FROM AND AFTER THE DATE HEREOF, INCLUDING, WITHOUT LIMITATION, THE COST OF ANY REMOVAL OF HAZARDOUS SUBSTANCES OR CONTAMINANTS FROM THE PROPERTY.

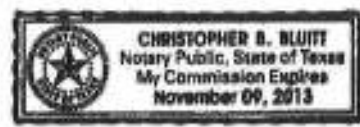
EXECUTED this 12<sup>th</sup> day March, 2010.

DALLAS AREA RAPID TRANSIT

BY: Cleo Grounds  
CLEO GROUNDS  
Assistant Vice-President  
Real Estate

THE STATE OF TEXAS }  
  }  
COUNTY OF DALLAS        }

The foregoing instrument was acknowledged before me on the 12<sup>th</sup> day of MARCH, 2010, by Cleo S. Grounds, Assistant Vice-President - Real Estate, DALLAS AREA RAPID TRANSIT, a regional transportation authority, on behalf of said authority.



Christopher B. Blitt  
Notary Public, The State of Texas  
Print Name:  
My Commission Expires:

# Exhibit A

DART PARCEL NO. SOC1-4-1  
CARVER HEIGHTS APTS  
WILLIAM S. BEATTY SURVEY, ABSTRACT 57  
CITY OF DALLAS  
DALLAS COUNTY, TEXAS

Page 1 of 3  
March 2, 2009

## METES AND BOUNDS DESCRIPTION

**BEING** a 304,066 square feet tract of land situated in the William S. Beatty Survey, Abstract Number 57, in the City of Dallas Block 5914, Dallas County, Texas, being all of Blocks A and B, part of Block C of "Carver Heights Apts", an addition to the City of Dallas, as recorded by plat in Volume 15, Page 299 of the Map Records of Dallas County, Texas, and being part of that certain tract of land described in Special Warranty Deed to Dallas Area Rapid Transit as recorded in Volume 93057, Page 2438 of the Deed Records of Dallas County, Texas, and being more particularly described by metes and bounds as follows:

**BEGINNING** at a one-inch pipe found (controlling monument, surface northing 6,959,391.64 and easting 2,491,377.32) in the west line of Fran Way (40.00-foot width) for the northeast corner of said Block C/5914, and the southeast corner of a called 5.990 acre tract of land as described in Special Warranty Deed to SDC Fiji Senior, LP, as recorded in Instrument Number 20070431553 of said Deed Records, from which a one-half inch steel rebar found (controlling monument) bears N 36° 45' 21" E, a distance of 60.14 feet;

1. **THENCE**, S 01° 01' 31" E, along the west line of said Fran Way, a distance of 514.50 feet to a one-half inch steel rebar with yellow plastic cap marked "AZB" set for the intersection of the west line of said Fran Way and the northerly line of Compton Street (40.00-foot width);
2. **THENCE**, S 65° 54' 34" W, along the northerly line of said Compton Street, a distance of 589.56 feet to a one-half inch steel rebar with yellow plastic cap marked "AZB" set for corner, from which a four-inch brass disk marked "DART CONTROL MONUMENT" found (controlling monument) bears S 59° 05' 14" W, 67.99 feet;
3. **THENCE**, N 05° 02' 31" W, 112.00 feet east of and parallel to the west line of said Block C/5914, a distance of 554.60 feet to a one-half inch steel rebar with yellow plastic cap marked "AZB" set for corner in the southerly line of said SDC Fiji Senior, LP, tract;

DART PARCEL NO. SOC1-4-1  
CARVER HEIGHTS APTS  
WILLIAM S. BEATTY SURVEY, ABSTRACT 57  
CITY OF DALLAS  
DALLAS COUNTY, TEXAS

Page 2 of 3  
March 2, 2009

**METES AND BOUNDS DESCRIPTION**

4. THENCE, N 70° 40' 29" E, along the southerly line of said SDC Fiji Senior, LP, tract, a distance of 612.24 feet to the POINT OR PLACE OF BEGINNING and containing the following:
- Gross computed area of 304,066 square feet or 6.9804 acres
  - Computed area within roadways of 60,737 square feet or 1.3943 acres
  - Net computed area within blocks A, B and C of 243,329 square feet or 5.5861 of land, with more or less.

A Survey Plat of even date accompanies this property description.

**BASIS OF BEARING** is the Texas State Plane Coordinate System, Texas North Central Zone 4202, North American Datum 1983 (NAD83), geodetic bearings established by GPS measurements with a grid to surface adjustment factor of 1.000136506.

I certify that this property description represents a survey made on the ground under my supervision during the month of September 2008, as described above and the accompanying parcel plat. This survey was completed without benefit of a title report.

  
E. David Utzman  
Registered Professional Land Surveyor  
Texas Registration No. 4607

02/02/09  
Date

02-24-09 Revised Plat Name to "Apts"



S: DART TRACT3[Dgn\208020-avy-rev1.dgn

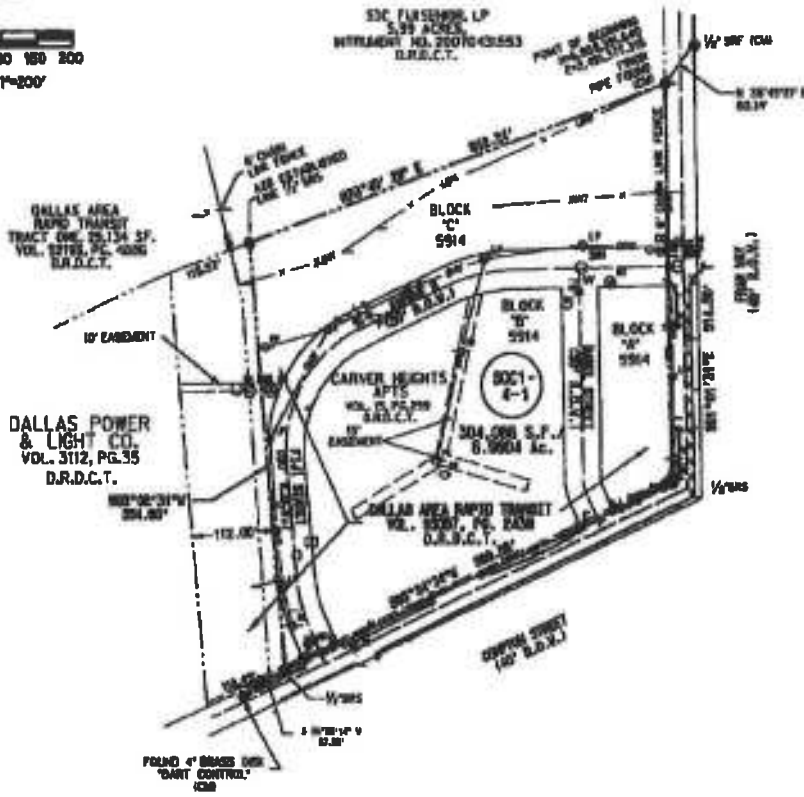
Last printed 3/02/09 1:55 PM



# WILLIAM S. BEATTY SURVEY A-57

0 50 100 150 200  
Scale: 1"=200'

STINES  
SCALES



*E.*  
*03/12/09*

LESS RIGHT OF WAY:	150.00	1.50
NET AREA:	25.00	1.50

### LEGEND

- CONTROL LINE EASEMENT
- EASEMENT
- EASEMENT

REVISION: 03-31-09 - SHARED PLAT NAME FROM 'DARTWAY' TO 'DART'

SFILES  
# AZ2022

<b>PROPERTY DATA</b> PROPERTY ADDRESS: OF RECORD _____ STREET ADDRESS _____ UNIT/VOLUME _____ SUBDIVISION _____ P.L. NO. _____		<b>COMPUTED</b> BY _____ DATE _____ SUPERVISOR _____ CHECKED BY _____		<b>AREA SUMMARY</b> GROSS AREA _____ LESS RIGHT OF WAY _____ NET AREA _____	
<b>TRACT-3</b>		<b>DART PROJECT</b> 		<b>AZ&amp;B</b> 	
<b>DALLAS AREA RAPID TRANSIT</b> <b>DART PARCEL NUMBER SOC1-4-1</b> <b>CARVER HEIGHTS APTS</b>		SHEET 3 OF 3    DWG No. 20602B-SVY    REV 01			



Filed and Recorded  
Official Public Records  
John F. Warren, County Clerk  
Dallas County, TEXAS  
03/12/2010 03:15:05 PM  
\$52.00



*JFW*

201000060625

When Recorded, Return To:

LEGACYTEXAS BANK

1105 W. 15th Street

Plano, Texas 75075-7247

Attn: Collateral Department

7401429 - MCLB

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.

ACKNOWLEDGMENT AGREEMENT

THE STATE OF TEXAS           §  
  §  
COUNTY OF DALLAS           §

**THIS ACKNOWLEDGMENT AGREEMENT** (this "Agreement") is entered into effective as of the 22<sup>nd</sup> day of April 2016, by and among **DALLAS AREA RAPID TRANSIT**, a Texas regional transportation authority (hereinafter, the "DART"), **SDC COMPTON HOUSING, LP**, a Texas limited partnership ("Borrower"), **FIJI PROPERTY OWNERS ASSOCIATION, INC.**, a Texas non-profit corporation (the "Association"), and **LEGACYTEXAS BANK**, whose address is 5000 Legacy Drive, Suite 220, Plano, Texas 75024, Attn: Alice Anne Brown ("Lender").

RECITALS:

A. Pursuant to the terms of that certain Construction Loan Agreement dated of even date herewith, between, among others, Borrower and Lender (such Construction Loan Agreement, as amended, restated, renewed and extended from time to time being referred to herein as the "Loan Agreement"), Borrower has made, executed and delivered to Lender that certain Revolving Promissory Note (the "Note") dated of even date herewith payable to the order of Lender in the amount of \$2,500,000.00. The Note is secured by, among other things, a Deed of Trust (with Security Agreement and Assignment of Rents) of even date herewith (as renewed, extended and modified from time to time, the "Deed of Trust") executed by, among others, Borrower, to **MARK WILLIAMSON**, Trustee, dated of even date herewith, to be filed of record in the Official Public Records of Dallas County, Texas, covering the real property (the "Property") described on Exhibit "A" attached hereto and made a part hereof.

B. DART conveyed the Property to **SPHINX DEVELOPMENT CORPORATION**, a Texas corporation ("Sphinx"), pursuant that certain Special Warranty Deed (With Reservation of Noise & Vibration Easement dated March 6, 2009, filed for record under

Instrument No. 200900068722 in the Official Public Records of Dallas County, Texas, which deed was subsequently amended by (i) that certain Amended Special Warranty Deed (With Reservation of Noise & Vibration Easement dated December 21, 2009, filed for record under Instrument No. 200900358768 in the Official Public Records of Dallas County, Texas, and (ii) that certain Amended Special Warranty Deed (With Reservation of Noise & Vibration Easement dated March 12, 2010, filed for record under Instrument No. 201000060625 in the Official Public Records of Dallas County, Texas (collectively and as amended, the "DART Deed").

C. Sphinx conveyed (i) the portion of the Property described as the Common Areas (herein so called) on Exhibit "A" to the Association, pursuant to that certain Warranty Deed dated January 1, 2014, filed for record under Instrument No. 201500180953 in the Official Public Records of Dallas County, Texas, and (ii) the portion of the Property described as Lots 1-23, Block D/5914, and Lots 1-26, Block E/5914 on Exhibit "A" (the "Townhome Lots") to **FIJI TOWNHOMES DEVELOPMENT, LLC**, a Texas limited liability company ("Fiji Townhomes"), pursuant to that certain Warranty Deed dated January 1, 2014, filed for record under Instrument No. 201400138094 in the Official Public Records of Dallas County, Texas.

D. Fiji Townhomes conveyed the Townhome Lots to Borrower pursuant to (i) that certain Warranty Deed dated January 1, 2014, filed for record under Instrument No. 201400139095 in the Official Public Records of Dallas County, Texas, and (ii) that certain General Warranty Deed dated January 1, 2014, filed for record under Instrument No. 201600075535 in the Official Public Records of Dallas County, Texas.

E. The DART Deed provides for a right of reverter (the "DART Reverter") with respect to the Property upon the occurrence of certain events, and Lender will not advance any funds under the Loan Agreement unless DART makes certain acknowledgements, stipulations and agreements with respect to the DART Reverter, all as hereinafter set forth.

F. In the Loan Agreement, Borrower has agreed with Lender to complete the Pedestrian Connection (as hereinafter defined) on or before March 31, 2017.

***NOW, THEREFORE***, in consideration of the mutual covenants contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Lender, Borrower and DART hereby agree as follows:

1. Acknowledgments, Stipulations and Agreements.

a. As of the effective date of this Agreement, DART stipulates and agrees that (i) title to the Property has not vested back into DART pursuant to the DART Reverter contained in the DART Deed, and (ii) DART does not currently hold title in and to the Property, or any portion thereof, whether by automatic reverter or otherwise.

b. DART further stipulates and agrees that, as of the effective date of this Agreement, no condition currently exists which by itself, or with notice and/or lapse of time, would constitute a default under the DART Deed and trigger DART Reverter or any reversion of



To Borrower: SDC COMPTON HOUSING, LP  
3030 LBJ Frwy., Ste. 880  
Dallas, Texas 75234  
*Attn: Jidefor O. Oji and Joseph N. Agumadu*

To the Association: FIJI PROPERTY OWNERS ASSOCIATION, INC.  
3030 LBJ Frwy., Ste. 880  
Dallas, Texas 75234

The parties may change their addresses for purposes of notice by giving the other party ten (10) days written notice of the address change in the manner hereinabove stated.

5. Miscellaneous.

a. This Agreement constitutes the entire agreement of the parties hereto with respect to the subject matter hereof, and supersedes all prior and contemporaneous written or oral agreements. Any amendment hereto must be in writing executed by the Borrower, the Lender and DART. The stipulations herein by DART shall also be deemed made to Fidelity National Title, who shall be a third party beneficiary hereof.

b. This Agreement is governed by the laws of the State of Texas and, where applicable, the laws of the United States of America.

c. This Agreement shall be binding upon and inure to the benefit of each of the parties hereto and their respective successors and assigns.

d. This Agreement shall remain in full force and effect until the Note and any and all indebtedness owing or to become owing to Lender by Borrower pursuant to any instruments securing the Note has been fully and finally paid and Borrower has no further obligations under the Loan Agreement.

e. This Agreement may be executed in two or more counterparts, and it shall not be necessary that any one counterpart be executed by all of the parties hereto. Each fully or partially executed counterpart shall be deemed an original, but all such counterparts taken together shall constitute but one and the same instrument.

*[Signatures appear on the following pages]*

IN WITNESS WHEREOF, the undersigned have affixed their signatures hereto to be effective as of the date first above written.

**DART:**

**DALLAS AREA RAPID TRANSIT**

By: TH McKay  
Timothy H. McKay, P.E.  
Executive Vice President  
Growth/Regional Development

**LENDER:**

**LEGACYTEXAS BANK**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**BORROWER:**

**SDC COMPTON HOUSING, LP,**  
a Texas limited partnership

By: FIJI TOWNHOMES DEVELOPMENT, LLC,  
a Texas limited liability company  
Its: General Partner

By: \_\_\_\_\_  
Jideofor O. Oji, Manager

By: \_\_\_\_\_  
Joseph N. Agumadu, Manager

**ASSOCIATION:**

**FIJI PROPERTY OWNERS ASSOCIATION, INC.,**  
a Texas non-profit corporation

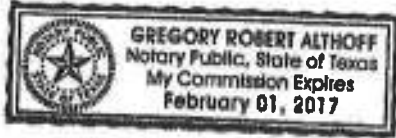
By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

THE STATE OF TEXAS

§  
§  
§

COUNTY OF DALLAS

This instrument was acknowledged before me on the 23rd day of April 2016, by Timothy H. McKay, Executive Vice President of DALLAS AREA RAPID TRANSIT, a Texas regional transportation authority, on behalf of said regional transportation authority.



[Signature]  
Notary Public in and for the State of Texas

STATE OF TEXAS

§  
§  
§

COUNTY OF \_\_\_\_\_

This instrument was acknowledged before me on this \_\_\_ day of April 2016, by \_\_\_\_\_ of LEGACYTEXAS BANK, on behalf of said bank.

\_\_\_\_\_  
Notary Public, in and for the State of Texas

STATE OF TEXAS

§  
§  
§

COUNTY OF \_\_\_\_\_

This instrument was acknowledged before me on the \_\_\_ day of April 2016, by Jideofor O. Oji, as a Manager of FIJI TOWNHOMES DEVELOPMENT, LLC, a Texas limited liability company, as the sole General Partner of SDC COMPTON HOUSING, LP, a Texas limited partnership, on behalf of said limited liability company, on behalf of said limited partnership.

\_\_\_\_\_  
Notary Public, State of Texas

IN WITNESS WHEREOF, the undersigned have affixed their signatures hereto to be effective as of the date first above written.


**DART:**

**DALLAS AREA RAPID TRANSIT**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**LENDER:**

**LEGACY TEXAS BANK**

By:   
Name: Alder Anne Brown  
Title: SVP

**BORROWER:**

**SDC COMPTON HOUSING, LP,**  
a Texas limited partnership

By: **FIJI TOWNHOMES DEVELOPMENT, LLC,**  
a Texas limited liability company  
Its: **General Partner**

By: \_\_\_\_\_  
Jideofor O. Oji, Manager

By: \_\_\_\_\_  
Joseph N. Agumadu, Manager

**ASSOCIATION:**

**FIJI PROPERTY OWNERS ASSOCIATION, INC.,**  
a Texas non-profit corporation

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_



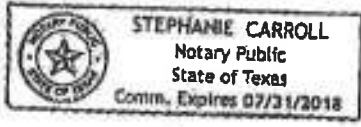
THE STATE OF TEXAS       §  
  §  
COUNTY OF DALLAS       §

This instrument was acknowledged before me on the \_\_\_\_ day of April 2016, by \_\_\_\_\_ of DALLAS AREA RAPID TRANSIT, a Texas regional transportation authority, on behalf of said regional transportation authority.

\_\_\_\_\_  
Notary Public in and for the State of Texas

STATE OF TEXAS       §  
  §  
COUNTY OF Tarrant       §

This instrument was acknowledged before me on this 25<sup>th</sup> day of April 2016, by Alice Anne Brown, SVP of LEGACYTEXAS BANK, on behalf of said bank.



Stephanie Carroll  
Notary Public, in and for the State of Texas

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

This instrument was acknowledged before me on the \_\_\_\_ day of April 2016, by Jideofor O. Oji, as a Manager of FIJI TOWNHOMES DEVELOPMENT, LLC, a Texas limited liability company, as the sole General Partner of SDC COMPTON HOUSING, LP, a Texas limited partnership, on behalf of said limited liability company, on behalf of said limited partnership.

\_\_\_\_\_  
Notary Public, State of Texas

IN WITNESS WHEREOF, the undersigned have affixed their signatures hereto to be effective as of the date first above written.

**DART:**

**DALLAS AREA RAPID TRANSIT**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**LENDER:**

**LEGACYTEXAS BANK**

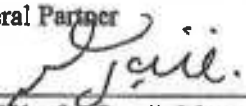
By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

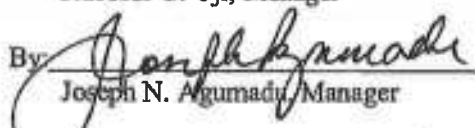
**BORROWER:**

**SDC COMPTON HOUSING, LP,  
a Texas limited partnership**

By: FIJI TOWNHOMES DEVELOPMENT, LLC,  
a Texas limited liability company

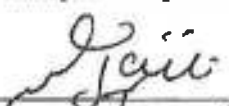
Its: General Partner

By:   
Jideofor O. Oji, Manager

By:   
Joseph N. Agumadu, Manager

**ASSOCIATION:**

**FIJI PROPERTY OWNERS ASSOCIATION, INC.,  
a Texas non-profit corporation**

By:   
Name: Jay O. Oji  
Title: Manager

STATE OF TEXAS                   §  
   §  
COUNTY OF Dallas           §

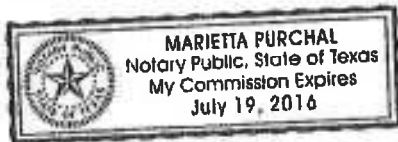
This instrument was acknowledged before me on the 25 day of April 2016, by Joseph N. Agumadu, as a Manager of FIJI TOWNHOMES DEVELOPMENT, LLC, a Texas limited liability company, as the sole General Partner of SDC COMPTON HOUSING, LP, a Texas limited partnership, on behalf of said limited liability company, on behalf of said limited partnership.



Marietta Purchal  
Notary Public, State of Texas

STATE OF TEXAS                   §  
   §  
COUNTY OF Dallas           §

This instrument was acknowledged before me on the 25 day of April 2016, by Ji dool-ro. Qi, as Manager of FIJI PROPERTY OWNERS ASSOCIATION, INC., a Texas non-profit corporation, on behalf of said corporation.



Marietta Purchal  
Notary Public, State of Texas

THE STATE OF TEXAS           §  
  §  
COUNTY OF DALLAS           §

This instrument was acknowledged before me on the \_\_\_\_ day of April 2016, by \_\_\_\_\_ of DALLAS AREA RAPID TRANSIT, a Texas regional transportation authority, on behalf of said regional transportation authority.

\_\_\_\_\_  
Notary Public in and for the State of Texas

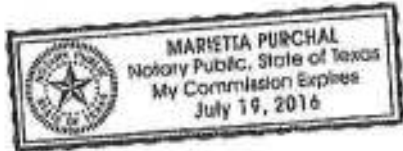
STATE OF TEXAS           §  
  §  
COUNTY OF \_\_\_\_\_ §

This instrument was acknowledged before me on this \_\_\_\_ day of April 2016, by \_\_\_\_\_ of LEGACYTEXAS BANK, on behalf of said bank.

\_\_\_\_\_  
Notary Public, in and for the State of Texas

STATE OF TEXAS           §  
  §  
COUNTY OF Dallas       §

This instrument was acknowledged before me on the 2 day of April 2016, by Jideofor O. Oji, as a Manager of FIJI TOWNHOMES DEVELOPMENT, LLC, a Texas limited liability company, as the sole General Partner of SDC COMPTON HOUSING, LP, a Texas limited partnership, on behalf of said limited liability company, on behalf of said limited partnership.



Marietta Purchal  
Notary Public, State of Texas

**EXHIBIT A**

**The Property**

Lots 1-23, Block D/5914, and Lots 1-26, Block E/5914, together with Common Areas A-H, J-N, and P-S, of SPHINX AT FIJI PHASE TWO, an Addition to the City of Dallas, Dallas County, Texas, according to the Plat thereof recorded under Instrument No. 201300187389 of the Plat Records of Dallas County, Texas.

**Filed and Recorded  
Official Public Records  
John F. Warren, County Clerk  
Dallas County, TEXAS  
04/26/2016 04:27:00 PM  
\$70.00  
201600111357**

