

Deeds/Miscellaneous

Lot 1, Block X
The Aviary Addition
Phase 1

DEDICATION DEED
(Park)

STATE OF TEXAS §
 §
COUNTY OF COLLIN §

KNOW ALL MEN BY THESE PRESENTS THAT:

THIS DEDICATION DEED ("Dedication Deed") is made by **Dublin Murphy Estates, Ltd.**, a Texas limited partnership, ("Grantor") of 4925 Greenville Avenue, Suite 1020, Dallas, Texas 75206, for the benefit of the **City of Murphy**, a municipality organized and existing under the laws of the State of Texas (the "City"), of 205 N. Murphy Road, Murphy, Texas 75094.

WHEREAS, Grantor divided and subdivided certain property located in Murphy, Collin County, Texas, as The Aviary, Phase 1 (the "Addition"), an Addition to the City of Murphy, Collin County, Texas, pursuant to that certain plat recorded as Collin County Document No. 2000-0094107 in Cabinet M, Page 173 of the Plat Records of Collin County, Texas;

WHEREAS, incident to the approval of the plat of the Addition, Grantor dedicated a portion of the Addition to the City of Murphy for park purposes; and

WHEREAS, Grantor desires to formalize the dedication of such property to the City.

NOW, THEREFORE, for and in consideration of the cash sum of **Ten and No/100 Dollars (\$10.00)** and other good and valuable consideration, the receipt and sufficiency of all of which are hereby expressly acknowledged, Grantor has **Granted, Bargained, Sold and Conveyed**, and by these presents does hereby **Grant, Bargain, Sell and Convey** to the City all that certain lot, tract, or parcel of land known as Lot 1, Block X of The Aviary, Phase 1, an Addition to the City of Murphy, Collin County, Texas, according to the Map or Plat thereof recorded as Collin County Document No. 2000-0094107 in Cabinet M, Page 173 of the Plat Records of Collin County, Texas (the "Property"). By its acceptance hereof, the City acknowledges and agrees that the Property shall be used for park purposes only unless the City obtains the prior written consent of Grantor or The Aviary Homeowners Association, Inc.

This conveyance is made subject to any and all easements, rights-of-way, and prescriptive rights, whether of record or not, whether implied or not; all presently recorded restrictions, reservations, covenants, conditions, oil and gas leases, mineral severance, and other instruments, other than liens and conveyances that affect the Property; rights of adjoining owners in any walls and fences situated on a common boundary; any discrepancies, conflicts or shortages in area or boundary lines; all zoning laws, regulations and ordinances of municipal or other governmental authorities; any encroachments or overlapping of improvements, and any other matters of record in Collin County, Texas, but only to the extent that the same are valid and subsisting and affect the Property as of the effective date hereof (the "Permitted Exceptions").

TO HAVE AND TO HOLD the Property, subject to the Permitted Exceptions, unto the City and the City's successors and assigns forever, and Grantor does hereby bind Grantor and Grantor's heirs, legal representatives, successors and assigns to warrant and forever defend the Property unto the City and the City's successors and assigns, against every person lawfully claiming or to claim the same or any part thereof, by, through or under Grantor, but not otherwise.

THE LAWS OF THE STATE OF TEXAS SHALL GOVERN THE VALIDITY, ENFORCEMENT AND INTERPRETATION OF THIS DEDICATION DEED. THE OBLIGATIONS OF THE PARTIES ARE PERFORMABLE AND VENUE FOR ANY LEGAL ACTION ARISING OUT OF THIS DEDICATION DEED SHALL ONLY LIE IN COLLIN COUNTY, TEXAS.

This Dedication Deed shall be binding upon and inure to the benefit of the Grantor and the City and the heirs, legal representatives, successors and assigns of Grantor and the City.

IN WITNESS WHEREOF, Grantor has executed this Dedication Deed to be effective as of, although not necessarily on, May 1, 2002.

GRANTOR:

Dublin Murphy Estates, Ltd.,
a Texas limited partnership

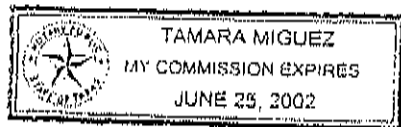
By: Dublin Murphy, L.L.C.,
a Texas limited liability company,
General Partner

By: Stephen L. Sallman
Stephen L. Sallman,
Manager

STATE OF TEXAS §
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COUNTY OF DALLAS §

This instrument was acknowledged before me May 8, 2002, by Stephen L. Sallman, a Manager of Dublin Murphy, L.L.C., a Texas limited liability company, General Partner of Dublin Murphy Estates, Ltd., a Texas limited partnership, on behalf thereof and in the capacity herein stated.

(seal)



Tamara Miguez
Notary Public, State of Texas

ACCEPTANCE BY CITY

By its execution below, the City of Murphy, Texas, does hereby accept the rights, benefits and obligations created by this Dedication Deed.

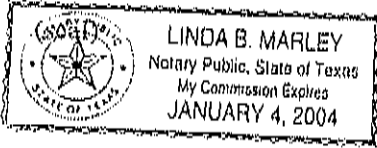
City of Murphy,
a municipality organized and existing
under the laws of the State of Texas

By: Roy W. Bertle
Name: Roy W. Bertle
Title: Mayor

STATE OF TEXAS §
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COUNTY OF COLLIN §

This instrument was acknowledged before me on May 13, 2002, by Roy W. Bertle
Mayor of the City of Murphy, a municipality organized and existing under the laws of the State
of Texas, on behalf thereof and in the capacity herein stated.

Linda B. Marley
Notary Public, State of Texas



After recording, return to:

City of Murphy
205 N. Murphy Road
Murphy, Texas 75094

SPECIAL WARRANTY DEED

DATE: May 1, 2002
GRANTOR: Dublin Murphy Estates, Ltd,
a Texas limited partnership

GRANTOR'S MAILING ADDRESS:

4925 Greenville Avenue, Suite 1020
Dallas, Texas 75206

GRANTEE: The Aviary Homeowners Association, Inc.,
a Texas nonprofit corporation

GRANTEE'S MAILING ADDRESS:

4925 Greenville Avenue, Suite 1020
Dallas, Texas 75206

CONSIDERATION:

Ten and No/100 Dollars (\$10.00) cash and other good and valuable consideration to the undersigned paid by Grantee, the receipt and sufficiency of which is hereby acknowledged.

PROPERTY (INCLUDING ANY IMPROVEMENTS):

Lot 2, Block X, **The Aviary, Phase I**, an Addition to the City of Murphy, Collin County, Texas, according to the Plat thereof recorded as County Clerk's Document No. 2000-0094107 in Cabinet M, Page 173 of the Map or Plat Records of Collin County, Texas.

RESERVATIONS FROM AND EXCEPTIONS TO CONVEYANCE AND WARRANTY:

1. Standby fees, taxes and assessments by any taxing authority for the year 2002, and subsequent years, and subsequent tax assessments by any taxing authority for prior years due to change in land usage or ownership.
2. Any visible and apparent roadway or easement over or across the Property.
3. Any portion of the Property lying in a street, road or public roadway.
4. Restrictive covenants, easements, setback lines and other matters identified on plat recorded as County Clerk's Document No. 2000-009407 in Cabinet M, Page 173 of the Map or Plat Records of Collin County, Texas.
5. Easement Agreement dated as of August 1, 2001, by and among the City of Murphy, Dublin Murphy Estates, Ltd. and The Aviary Homeowners Association, Inc. recorded as County Clerk's Document No. 2001-0114171, Volume 5000, Page 1843 of the Official Records of Collin County, Texas.

Filed for Record in:
Collin County, McKinney TX
Honorable Helen Starnes
Collin County Clerk

On May 15 2002
At 10:48am

Doc/Num : 2002-0859777
Recording/Type:bl 15.000
Receipt #: 17504

6. Declaration of Covenants, Conditions and Restrictions dated as of March 13, 2001, filed as County Clerk's Document No. 2001-0055208 in Volume 4916, Page 331 of the Official Records of Collin County, Texas, as amended by First Modification and Amendment to Declaration of Covenants, Conditions and Restrictions dated as of August 17, 2001, filed as County Clerk's Document No. 2001-0114172 in Volume 5000, Page 1850 of the Official Records of Collin County, Texas, and Second Modification and Amendment to Declaration of Covenants, Conditions and Restrictions dated as of August 24, 2001, filed as County Clerk's Document No. 2001-0114173 in Volume 5000, Page 1854 of the Official Records of Collin County, Texas.

7. Easements, rights-of-way, and prescriptive rights, whether of record or not, whether implied or not; all presently recorded restrictions, reservations, covenants, conditions, oil and gas leases, mineral severance, and other instruments, other than liens and conveyances that affect the Property; rights of adjoining owners in any walls and fences situated on a common boundary; any discrepancies, conflicts or shortages in area or boundary lines; any encroachments or overlapping of improvements.

Grantor and Grantee, by Grantee's acceptance hereof, acknowledge and agree that this conveyance is intended and does hereby convey to Grantee all Common Area (as such term is defined in the Declaration of Covenants, Conditions and Restrictions identified as item 6 in the Reservations from and Exceptions to Conveyance and Warranty set forth above), as well as any and all improvements located on the Property or the Common Area.

Grantor, for the consideration and subject to the Reservations from and Exceptions to Conveyance and Warranty, **GRANTS, SELLS, and CONVEYS** to Grantee the Property, together with all and singular the rights and appurtenances thereto in any wise belonging, to have and hold the Property to Grantee and Grantee's successors or assigns forever. Grantor hereby binds Grantor and Grantor's successors and assigns 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, subject to the Reservations from and Exceptions to Conveyance and Warranty, by, through or under Grantor, but not otherwise.

Grantor and Grantee acknowledge that this instrument has been prepared without the benefit of title examination or title insurance at the request of Grantor and Grantee.

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

EXECUTED TO BE EFFECTIVE as of, although not necessarily on, the day and date above shown.

GRANTOR:

Dublin Murphy Estates, Ltd.,
a Texas limited partnership

By: Dublin Murphy, L.L.C.,
a Texas limited liability company,
General Partner

By: Stephen L. Sallman
Stephen L. Sallman,
Manager

STATE OF TEXAS

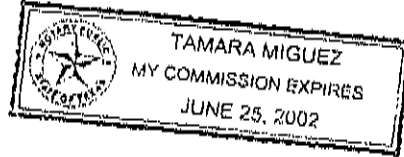
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COUNTY OF DALLAS

This instrument was acknowledged before me May 8, 2002, by Stephen L. Sallman, a Manager of Dublin Murphy, L.L.C., a Texas limited liability company, General Partner of **Dublin Murphy Estates, Ltd.**, a Texas limited partnership, on behalf thereof and in the capacity herein stated.

(seal)

Tamara Miguez
Notary Public, State of Texas



After recording, return to:

The Aviary Homeowners Association, Inc.
4925 Greenville Avenue, Suite 1020
Dallas, Texas 75206
Attn: Stephen L. Sallman

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EASEMENT AGREEMENT

STATE OF TEXAS §
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COUNTY OF COLLIN §

KNOW ALL MEN BY THESE PRESENTS:

THIS EASEMENT AGREEMENT ("Agreement") is made and entered into by and among the **CITY OF MURPHY**, a municipality organized and existing under the laws of the State of Texas ("Grantor"), **DUBLIN MURPHY ESTATES, LTD.**, a Texas limited partnership ("Dublin Murphy") and **THE AVIARY HOMEOWNERS ASSOCIATION, INC.**, a Texas nonprofit corporation (the "Association" and together with Dublin Murphy, collectively, "Grantee").

WITNESSETH:

WHEREAS, Grantor owns that certain lot, tract or parcel of land known as Lot 1, Block X of The Aviary Phase 1 Addition, an Addition to the City of Murphy, Collin County, Texas, according to the Map or Plat thereof recorded as County Clerk's Document No. 2000-0094107, Cabinet M, Page 173 of the Plat Records of Collin County, Texas ("Lot 1");

WHEREAS, the Association owns or will own that certain lot, tract or parcel of land known as Lot 2, Block X of The Aviary Phase 1 Addition, an Addition to the City of Murphy, Collin County, Texas, according to the Map or Plat thereof recorded as County Clerk's Document No. 2000-0094107, Cabinet M, Page 173 of the Plat Records of Collin County, Texas ("Lot 2");

WHEREAS, Dublin Murphy intends to construct a recreation center on Lot 2 and Grantor intends to develop a park, with attendant parking facilities, on Lot 1 with the cooperation of Dublin Murphy;

WHEREAS, Grantee has requested from Grantor and Grantor has agreed to provide to Grantee an easement for ingress, egress and parking, in, over and upon that portion of Lot 1 described on **Exhibit A** attached hereto and incorporated herein for all purposes, together with those portions of Lot 1 as are necessary for pedestrian ingress and egress to and from Lot 2 (collectively, the "Easement Area");

WHEREAS, Grantor and Grantee desire to enter into this Agreement to reflect their mutual understanding and agreement with regard to the easements granted hereby and the terms and provisions thereof.

NOW, THEREFORE, for and in consideration of the cash sum of **Ten and No/100 Dollars (\$10.00)** and other good and valuable consideration, the receipt and sufficiency of which are hereby expressly acknowledged, including, the mutual covenants and agreements herein contained, Grantor and Grantee agree as hereinafter provided.

1. **Easement.** Grantor has **GRANTED, SOLD and CONVEYED** and by these presents does hereby **GRANT, SELL and CONVEY** unto Grantee, a non-exclusive, perpetual easement and right-of-way through, over, upon and across the Easement Area for the purpose of providing pedestrian and vehicular ingress and egress to and from Lot 1 to Lot 2, together with parking within the Easement Area for the benefit of Lot 2. Incident thereto, any persons utilizing the parking facilities located within the Easement Area shall have the right and benefit to use walkways, trails and other pathways for pedestrian ingress and egress to and from Lot 2. The easement and right-of-way herein granted are appurtenant to and run with the title to Lot 1 and Lot 2 and Grantor hereby binds Grantor and Grantor's successors and assigns to warrant and forever defend the above-described easement and right-of-way through, over, upon and across the Easement Area and ancillary portions of Lot 1 for pedestrian ingress and egress to Lot 2 unto Grantee and Grantee's successors and assigns, against every person lawfully claiming or to claim the same or any part thereof. Grantee shall have all of the rights and benefits necessary or appropriate for the full enjoyment and use of the easement herein granted, including, without limitation, the free right of ingress and egress to and from the Easement Area, parking within the Easement Area, and ingress and egress over and upon Lot 1 for pedestrian ingress and egress to and from Lot 2.
2. **Construction.** Dublin Murphy shall construct certain improvements on Lot 1 acceptable to Dublin Murphy and the Grantor, but which shall include a concrete parking lot to be located within the Easement Area. Incident thereto, Dublin Murphy shall construct concrete sidewalks from the Easement Area to Lot 2. Neither the parking lot nor sidewalks constructed by Dublin Murphy shall be relocated without obtaining the prior written consent of the Association.
3. **Maintenance.** Upon completion of the parking facilities described in Paragraph 2 and the acceptance thereof by the Grantor, the Association agrees to maintain the parking facility constructed by Dublin Murphy within the Easement Area. The Association's maintenance obligations shall be limited to maintaining any asphalt, concrete or other parking surface in a reasonably good condition and from time to time, if appropriate, striping the parking area. Grantor shall be responsible for all other maintenance of the Easement Area, including, removal of any litter, trash, refuse or waste, lawn mowing and maintenance, tree and shrub pruning and maintenance, watering, lighting and mechanical facilities maintenance and operation, and complying with all governmental health and other requirements. Incident to the Association's obligations contained in this Paragraph 3, Grantor hereby grants, sells and conveys to the Association a non-exclusive, perpetual easement and right-of-way through, over, upon and across Lot 1 for the purposes of performing the Association's maintenance obligations of the Easement Area.
4. **Governing Law; Venue.** **THE LAWS OF THE STATE OF TEXAS SHALL GOVERN THE VALIDITY, ENFORCEMENT AND INTERPRETATION OF THIS AGREEMENT. THE OBLIGATIONS OF THE PARTIES ARE PERFORMABLE AND VENUE FOR ANY LEGAL ACTION ARISING OUT OF THIS AGREEMENT SHALL ONLY LIE IN COLLIN COUNTY, TEXAS.**
5. **Binding Effect.** This Agreement shall be binding upon and inure to the benefit of the Grantor and Grantee and the successors and assigns of Grantor and Grantee. The benefits of this Agreement shall also inure to Grantee's officers, directors, employees, agents, partners, contractors, customers, members, visitors, licensees, invitees and concessionaires.

6. **Entire Agreement.** This Agreement contains the entire agreement between the parties relating to this Agreement. Any amendments or modifications concerning this Agreement shall be of no force or effect, except a subsequent modification in writing, signed by all parties hereto.

IN WITNESS WHEREOF, Grantor and Grantee have executed this Agreement to be effective as of, although not necessarily on, August 1, 2001.

GRANTOR:

City of Murphy,
a municipality organized and
existing under the laws of the
State of Texas

By: Roy W. Bentle
Name: ROY W. BENTLE
Title: Mayor

DUBLIN MURPHY:

Dublin Murphy Estates, Ltd.,
a Texas limited partnership

By: Dublin Murphy, L.L.C.,
a Texas limited liability company,
General Partner

By: Stephen L. Sallman
Stephen L. Sallman,
a Manager

By: Steve Parsons
Steve Parsons,
a Manager

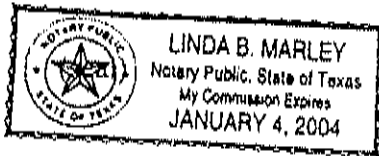
ASSOCIATION:

The Aviary Homeowners Association, Inc.
a Texas nonprofit corporation

By: Stephen L. Sallman
Stephen L. Sallman,
President

STATE OF TEXAS §
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COUNTY OF COLLIN §

This instrument was acknowledged before me on August 29, 2001, by Roy W. Bentley
of the City of Murphy, a municipality organized and existing under the laws of
the State of Texas, on behalf thereof and in the capacity herein stated.

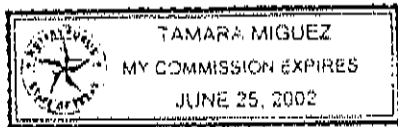


Linda B. Marley
Notary Public, State of Texas

STATE OF TEXAS §
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COUNTY OF DALLAS §

This instrument was acknowledged before me on ~~August~~ ^{Sept.} 4, 2001, by Stephen L. Sallman,
a Manager of Dublin Murphy, L.L.C., a Texas limited liability company, General Partner of Dublin
Murphy Estates, Ltd., a Texas limited partnership, on behalf thereof and in the capacity herein
stated.

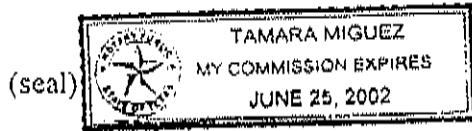
(seal)



Tamara Miguez
Notary Public, State of Texas

STATE OF TEXAS §
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COUNTY OF DALLAS §

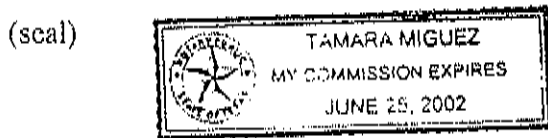
This instrument was acknowledged before me on August ²⁹, 2001, by Steve Parsons, a Manager of Dublin Murphy, L.L.C., a Texas limited liability company, General Partner of Dublin Murphy Estates, Ltd., a Texas limited partnership, on behalf thereof and in the capacity herein stated.



Tamara Miguez
Notary Public, State of Texas

STATE OF TEXAS §
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COUNTY OF DALLAS §

This instrument was acknowledged before me on ~~August~~ ^{Sept.} 4, 2001, by Stephen L. Sallman, President of The Aviary Homeowners Association, Inc., a Texas nonprofit corporation, on behalf thereof and in the capacity herein stated.



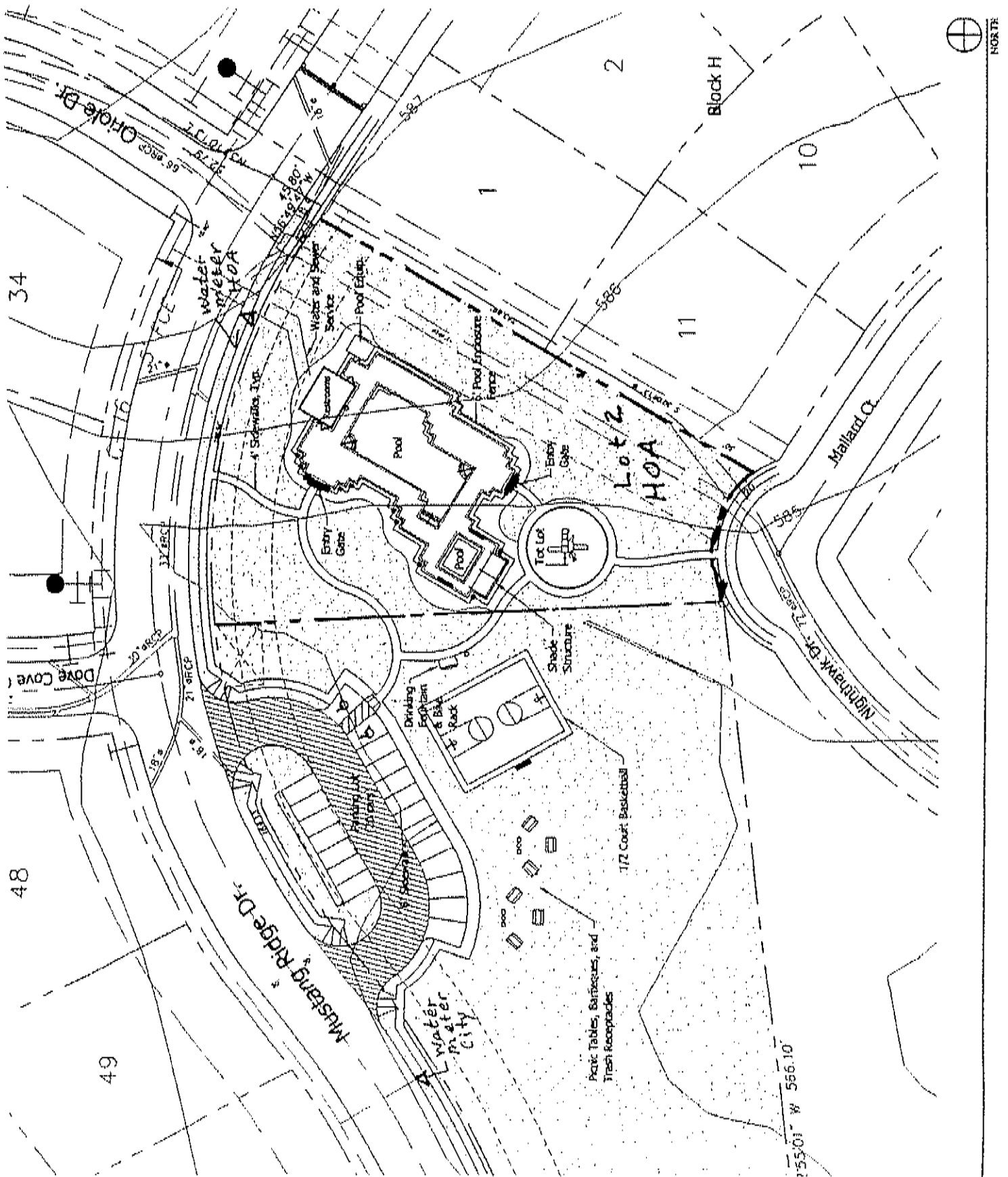
Tamara Miguez
Notary Public, State of Texas

After recording, return to:

Stephen L. Sallman
The Aviary Homeowners Association, Inc.
4925 Greenville Avenue, Suite 1020
Dallas, Texas 75206

EXHIBIT A

Easement Area



5000 1849

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 (THE STATE OF TEXAS)

(COUNTY OF COLLIN)
I hereby certify that this instrument was FILED in the File Number Sequence on the date and the time stamped hereon by me, and was duly RECORDED, in the Official Public Records of Real Property of Collin County, Texas on

SEP 11 2001

Helen Starnes



Filed for Record 152
Collin County, McKinney TX
Honorable Helen Starnes
Collin County Clerk

On Sep 11 2001
At 12:12pm

Doc/Book : 2001- 0114171

Recording/Type: E1 29825 21.01
Receipt #: 29825