

Denton County  
Juli Luke  
County Clerk

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Instrument Number: 62150

ERecordings-RP

DEED

Recorded On: June 15, 2023 11:49 AM

Number of Pages: 6

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" Examined and Charged as Follows: "

Total Recording: \$46.00

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\*\*\*\*\* THIS PAGE IS PART OF THE INSTRUMENT \*\*\*\*\*

Any provision herein which restricts the Sale, Rental or use of the described REAL PROPERTY because of color or race is invalid and unenforceable under federal law.

**File Information:**

Document Number: 62150  
Receipt Number: 20230615000255  
Recorded Date/Time: June 15, 2023 11:49 AM  
User: Kraig T  
Station: Station 21

**Record and Return To:**

Corporation Service Company



STATE OF TEXAS  
COUNTY OF DENTON

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

Juli Luke  
County Clerk  
Denton County, TX



The term "oil, gas and other minerals," as used herein, shall mean oil, gas, casinghead gas, and all other liquid or gaseous hydrocarbons, and any constituent elements or byproducts thereof, and all geothermal sources, helium, uranium, and other fissionable minerals and materials, coal, lignite, iron, silver, gold, vanadium, molybdenum, and other materials and ores, whether or not such minerals are or may be mined or extracted by methods which result in material damage to or destruction of the surface estate and shall include all working and royalty interests and any associated royalties, all easements and rights owned or held by any lessee or mineral owner on, over, or across the Property for the purposes of producing or transporting any of said oil, gas and other minerals thereon and therefrom.

Further, notwithstanding anything in this instrument or elsewhere to the contrary, Grantor expressly reserves unto itself and its successors and assigns a non-exclusive easement and right-of-way over, through and across the Property for the purpose of installing, constructing, operating, expanding, reconstructing, maintaining, repairing and replacing utilities, landscaping, trails, water quality improvements, monumentation, signage, marketing, and other improvements or infrastructure, and access over, across, and upon the Property. The easement, rights, and privileges reserved herein are non-exclusive, and Grantee shall have the right to convey similar easements to such other persons as Grantee may deem proper to the extent such future easements do not interfere with the easement reserved hereunder. Grantor will have no responsibility, liability, or obligation with respect to any property of Grantee or Grantee's members, it being acknowledged and understood by Grantee that the safety and security of any property is the sole responsibility and risk of Grantee. In the event the reservation of the easement over the Property pursuant to this instrument is ineffective or deficient to any extent or in any manner, Grantee, upon and as a condition for the delivery and acceptance of the Property from Grantor hereunder does hereby agree to hold the Property or any portion thereof not fully reserved by Grantor pursuant to this instrument, in trust for the sole benefit of Grantor and its successors and assigns, and agrees to exert its best efforts at Grantor's expense, to transfer, assign and allocated the Property to Grantor to effect the intent of the reservations hereunder. From time to time and at any time, at the request of Grantor at Grantor's expense, Grantee, its successors or assigns, will execute and deliver such instruments and take such other actions as Grantor may request to more effectively reserve and exclude the easement over the Property reserved hereunder. Grantor, its successor, or assigns may from time to time and at any time, assign the easements, rights, and privileges reserved hereunder to any party: (i) unilaterally and without the consent or any further approval of any other party; (ii) exclusively or non-exclusively; and (iii) in whole or in part. In the event of any non-exclusive assignment by Grantor, its successors, or assigns, Grantor shall continue to enjoy the easements, rights, and privileges reserved hereunder.

Further, Grantor reserves the option to repurchase all or any portion of the Property, together with improvements thereon, if any, and including permanent or temporary easement thereon, within five (5) years from the date hereof for One Hundred and No/100 Dollars (\$100.00). Such repurchase option shall survive any repurchase of a portion of the Property, including permanent or temporary easements thereon.

Grantee and Grantee's successors and assigns shall forever be restricted to use the Property as common area for its members or for the use authorized on the plat for such Property, and that the Property shall never be used for any other purpose.

Grantor, for the Consideration and subject to the Reservations from and Exceptions to Conveyance and Warranty, hereby BARGAINS, SELLS, AND CONVEYS unto the Grantee all

of Grantor's right, title and interest in and to the Property, TO HAVE AND TO HOLD it unto Grantee, and Grantee's heirs, successors, and assigns forever, together with all and singular, the rights and appurtenances thereto in anywise belonging, without express or implied warranty. All warranties that might arise by common law as well as the warranties in Section 5.023 of the Texas Property Code (or its successor) are excluded from this conveyance.

Grantor and Grantee agree that ad valorem taxes on the Property for the current year and all successive years are hereby assumed by Grantee.

Grantor hereby waives any rights it may have to the surface of the Property pursuant to its reservations herein.


As a material part of the consideration for this Deed Without Warranty, GRANTOR AND GRANTEE AGREE THAT GRANTEE IS TAKING THE PROPERTY WITH ANY AND ALL LATENT AND PATENT DEFECTS AND THAT THERE IS NO WARRANTY BY GRANTOR THAT THE PROPERTY IS FIT FOR A PARTICULAR PURPOSE. GRANTEE ACKNOWLEDGES THAT IT IS NOT RELYING UPON ANY REPRESENTATION, STATEMENT OR OTHER ASSERTION WITH RESPECT TO THE PROPERTY CONDITION, BUT IS RELYING UPON ITS OWN EXAMINATION OF THE PROPERTY. GRANTEE TAKES THE PROPERTY UNDER THE EXPRESS UNDERSTANDING THAT THERE ARE NO WARRANTIES. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THIS DEED IS MADE AND ACCEPTED WITHOUT RECOURSE ON GRANTOR, AND WITHOUT REPRESENTATION OR WARRANTY OF ANY KIND (WHETHER EXPRESS, IMPLIED, OR STATUTORY) BY GRANTOR. GRANTOR IS CONVEYING THE PROPERTY COVERED BY THIS DEED WITHOUT WARRANTY ON AN "AS IS, WHERE IS" BASIS, WITH ALL FAULTS, AND WITHOUT REPRESENTATION OR WARRANTY (ALL OF WHICH GRANTOR DISCLAIMS).

[SIGNATURES ON FOLLOWING PAGES]

EXECUTED TO BE EFFECTIVE as of the date first set forth above.

**GRANTOR:**

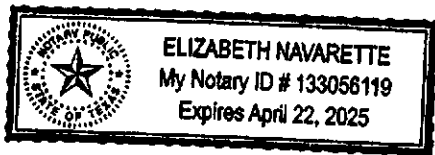
LGI HOMES-TEXAS, LLC,  
a Texas limited liability company

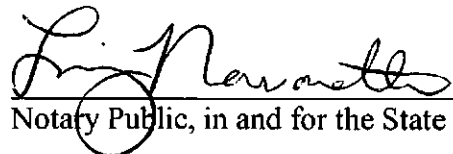
By:   
Name: Elaine Torres  
Title: Officer

STATE OF TEXAS           §  
  §  
COUNTY OF COLLIN   §

BEFORE ME, the undersigned authority, on this day personally appeared ~~ELAINE TORRES, AUTHORIZED SIGNATORY~~ of LGI HOMES-TEXAS, LLC, a Texas limited liability company, known by me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he or she executed the same for the purposes and consideration therein expressed and in the capacity therein expressed.

Given under my hand and seal of office, this 15 day of JUNE, 2023.



  
Notary Public, in and for the State of Texas

After recording, please return to:  
Barton Benson Jones PLLC  
Attn.: Buck Benson  
745 E. Mulberry Ave., Ste. 550  
San Antonio, Texas 78212

**EXHIBIT A**

**LEGAL DESCRIPTION OF PROPERTY**

COMMON AREA / HOA LOTS 52, 53, 54, 55, AND 56, BLOCK M; COMMON AREA / HOA LOT 14, BLOCK P; COMMON AREA / HOA LOT 18, BLOCK S; COMMON AREA / HOA LOT 15, BLOCK T; COMMON AREA / HOA LOTS 13-14, BLOCK V; COMMON AREA / HOA LOT 16, BLOCK W; COMMON AREA / HOA LOT 21, BLOCK AA, BIG SKY ESTATES, PHASE 2, A SUBDIVISION IN DENTON COUNTY, TEXAS PURSUANT TO THAT CERTAIN FINAL PLAT OF BIG SKY ESTATES, PHASE 2 RECORDED ON JUNE 8, 2023 AS DOCUMENT NO. 2023 – 191 OF THE OFFICIAL RECORDS OF DENTON COUNTY, TEXAS