

# 14,227

# JUNK YARD PERMIT

PERMIT # 116

DATE ISSUED 8-9-16

NAME OF BUSINESS: M+M Auto Salvage and Recycling

OWNER/AGENT: William Mirizio

LOCATION: I-30 Caddo Mills Lot 84-B. Clemente Survey

Tax Office PID # 21114

MAILING ADDRESS: 19385 Glenwood Ave.

Riverside CA 92504

JENNIFER LINDENZWEIG  
County Clerk, Hunt County, TX  
*Jennifer Lindenzweig*

AUG 09 2016

FILED FOR RECORD  
at 11:30 o'clock AM

\* PER VERNON'S ANN. CIV. ST. ART. #2372 DD1:

SAID APPLICANT HAS COMPLETED ALL NECESSARY REQUIREMENTS FOR JUNK YARD PERMIT AS PER HUNT COUNTY ORDINANCE #6810 PERTAINING TO AUTOMOTIVE WRECKING AND SALVAGE YARD AND COUNTIES OF LESS THAN 2,000,000.

*[Signature]*  
ENVIRONMENTAL ENFORCEMENT

8-9-16  
DATE

APPROVED THIS 9 DAY OF August, 2016. BY THE HUNT COUNTY COMMISSIONERS COURT.

*[Signature]*  
HUNT COUNTY JUDGE



ATTEST:

*[Signature]*  
HUNT COUNTY CLERK

A CERTIFIED COPY  
ATTEST August 9 2016  
JENNIFER LINDENZWEIG, COUNTY CLERK  
HUNT COUNTY, TEXAS  
BY *[Signature]* DEPUTY

Green yard

Permit

FILE FOR RECORD  
JENNIFER LINDENWELLS  
COUNTY CLERK HUNT CO. TX  
16 JUN 17 PM 2:40  
DEPUTY

#16

# HUNT COUNTY

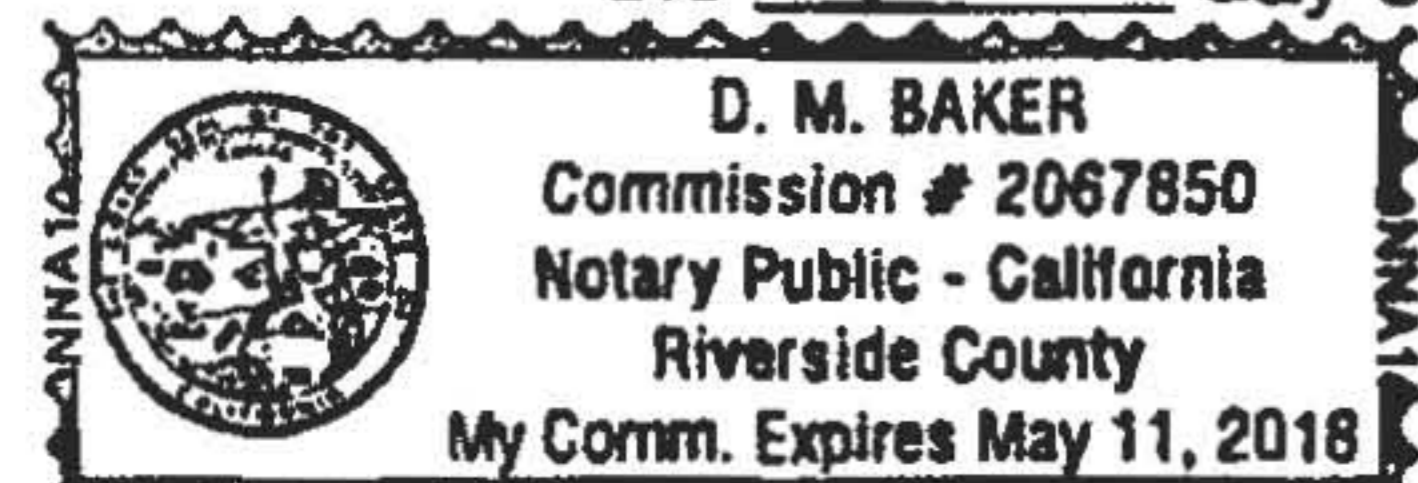
## APPLICATION FOR LICENSING OF JUNK YARD OR AUTOMOBILE WRECKING AND SALVAGE YARD.

- The name of the business applying for a license is M & M AUTO SALVAGE AND RECYCLING
- All owners of the said business are as follows (state full name, address, and telephone number):  
William Mirizio 19385 Glenwood Ave. Riverside CA 92504 (951) 288-4282
- The business is located at: A0049 BUSTILIA CLEMENTE LOT 84 21114
- The necessary photographs are attached to this application
- The necessary \$25.00 fee is attached to this application.  An annual fee of \$25.00 will be required for renewal of said license upon approval of the Hunt County Environmental Enforcement Office.
- A plat is attached to this application showing that the applicant business meets the location requirements of Ordinance Number 6810.
- Has the applicant's business ever had its license under this Ordinance revoked, suspended, or renewal application denied:  No  Yes  
If the answer to this question is "yes", please detail the reasons and the ultimate action of the Commissioner's Court. \_\_\_\_\_
- Has any owner of the applicant business had his license under this Ordinance revoked, suspended, or renewal application denied?  No  Yes  
If the answer to this question is "yes", please detail the reasons and the ultimate action of the Commissioner's Court. \_\_\_\_\_
- This business began operation on the \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_
- Has any owner of the applicant business ever been convicted under Section 8 of County Ordinance Number 6810?  No  Yes  
If the answer to this question is "yes", please detail all case numbers, courts, and names of the owner who was convicted. \_\_\_\_\_

I, the undersigned, swear under penalty of perjury that the above information is true and correct.

[Signature]  
Applicant

Subscribed and sworn to before me the undersigned notary on  
the 7th day of June, 20 16.



[Signature]  
Notary Public

# CALIFORNIA ALL PURPOSE ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA )

COUNTY OF Riverside )

On <sup>DMB 6</sup> 6-7-16 before me, DM Baker Notary  
Public,

Date

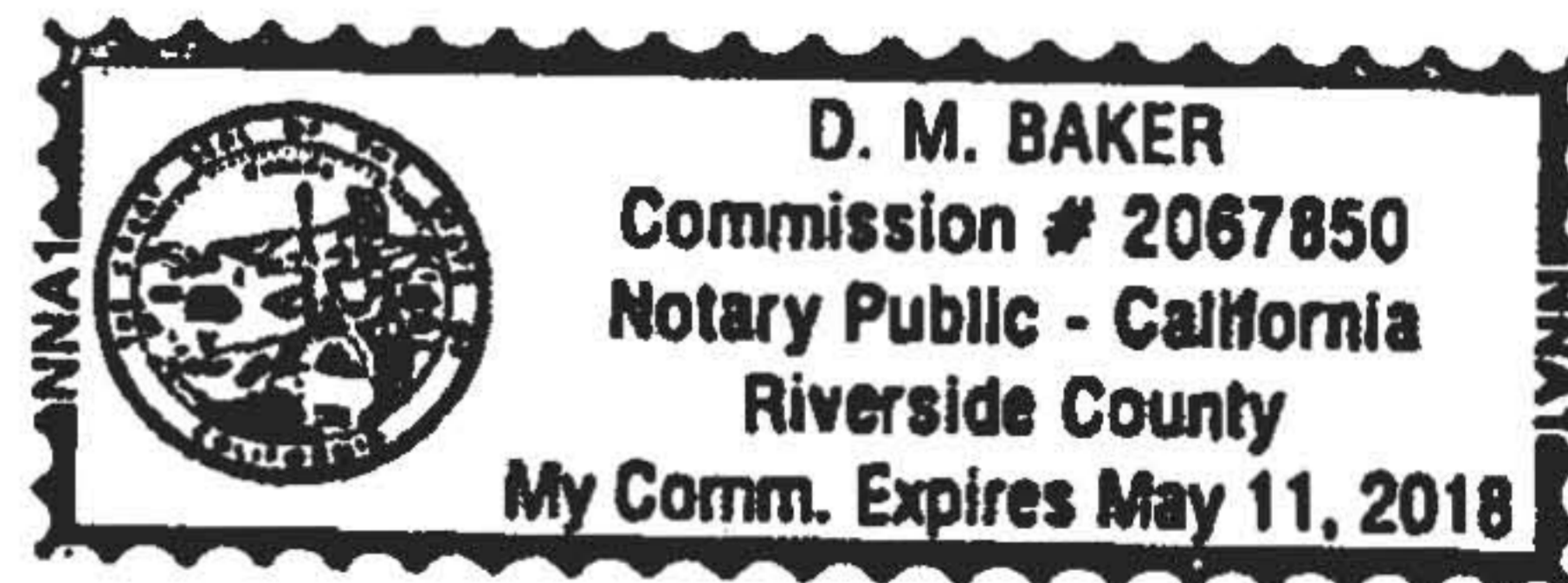
(here insert name and title of the officer)

personally appeared William Mirizio

who proved to me on the basis of satisfactory evidence to be the person~~(s)~~ whose name~~(s)~~ is/~~are~~ subscribed to the within instrument and acknowledged to me that he/~~she~~/~~they~~ executed the same in his/~~her~~/~~their~~ authorized capacity~~(ies)~~, and that by his/~~her~~/~~their~~ signature~~(s)~~ on the instrument the person~~(s)~~, or the entity upon behalf of which the person~~(s)~~ acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



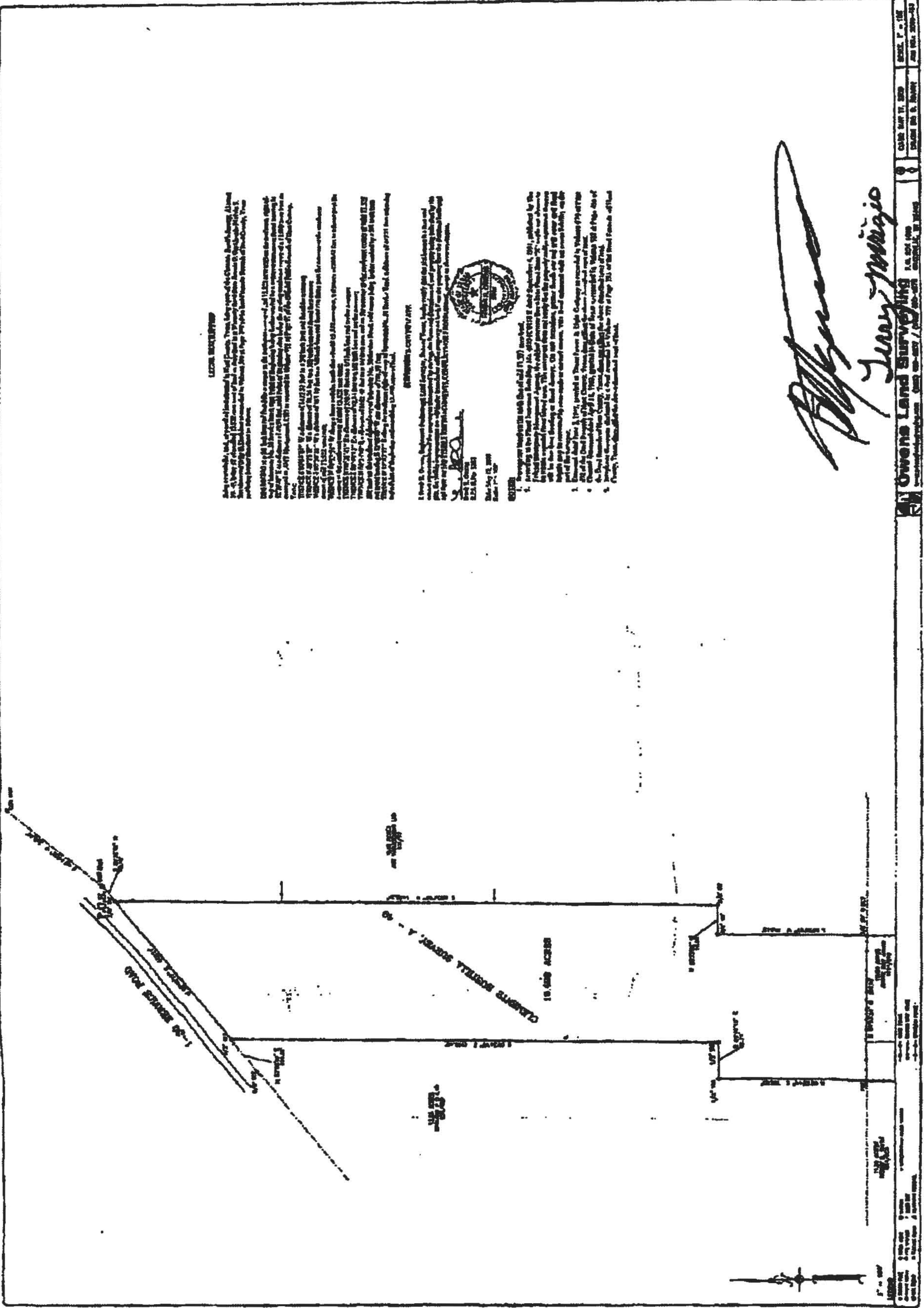
Signature: DM Baker (Seal)

OPTIONAL

Description of Attached Document

Title or Type of Document: Application for Licensing Number of Pages: 1

Document Date: NA Other: \_\_\_\_\_



**WARRANTY**

The undersigned, being duly sworn, deposes and says that he is the owner of the above described land, and that he is the author of the foregoing plat, and that the same is a true and correct copy of the original plat on file in the office of the County Clerk of the County of ...

**NOTICE**

Whereas the above described land is situated in the ...

**WITNESSETH**

That the undersigned is the owner of the above described land, and that he is the author of the foregoing plat, and that the same is a true and correct copy of the original plat on file in the office of the County Clerk of the County of ...

**APPROVED**

By the County Clerk of the County of ...



*[Handwritten Signature]*

*July 19, 1916*

**J. Owens Land Surveying**  
 1000 ...  
 ...











ORDINANCE NO. 6810

FILED FOR RECORD  
LINDA BROOKS  
COUNTY CLERK HUNT CO., TX  
93 MAR 16 AM 9:46  
BY: DEPUTY J. DAVIS

AN ORDINANCE ADOPTING VERNON'S ANN. CIV. ST. ARTICLE 2372dd-1; PROVIDING FOR SCREENING OF COVERED BUSINESS; PROVIDING FOR LICENSING; PROVIDING FOR REQUIREMENT FOR LICENSING; PROVIDING FOR NOTICES AND HEARINGS; PROVIDING FOR REVOCATION AND RENEWAL OF LICENSING; PROVIDING A SAVINGS CLAUSE:

BE IT ORDAINED BY THE COUNTY OF HUNT, TEXAS

**SECTION 1. ADOPTED:**

There is hereby-adopted Vernon's Ann. Civ. St. Art. 2372dd-1; (Automotive Wrecking and Salvage Yards and Counties of less than 2,000,000).

**SECTION 2. DEFINITIONS:**

- (1) "Automotive wrecking and salvage yard" means any person or business that stores three or more wrecked vehicles outdoors for the purpose of dismantling or otherwise wrecking the vehicles to remove parts for sale or for use in an automotive repair or rebuilding business.
- (2) "Junk" means copper, brass, iron, steel, rope, rags, batteries, tires, or other material (other than a wrecked vehicle) that has been discarded or sold at a nominal price by a previous owner of the material.
- (3) "Junkyard" means a business enterprise that owns and is operated to store, buy, or sell junk, all or part of which is kept outdoors until disposed of.
- (4) "Recycling business" means a business enterprise that is primarily engaged in the business of:
  - (A) converting ferrous or nonferrous metals or other materials into raw material products having prepared grades and having an existing or potential economic value;
  - (B) using raw material products of that kind in the production of new products; or
  - (C) obtaining or storing ferrous or nonferrous metals or other materials for a purpose described by Paragraph (A) or (B) of this subdivision.
- (5) "Wrecked vehicle" means a discarded, abandoned, junked, wrecked, or worn-out automotive vehicle, including an automobile, truck, tractor-trailer, or bus, that is not a condition to be lawfully operated on a public road.
- (6) "Road" does not include Federal Aid Interstate Route or Federal Aid Primary Route or private road owned by the covered business. It does include all other county roads, roadways, public thoroughfares, public access roads or private roads situated in the County.
- (7) "Covered Business" means automobile wrecking and salvage yard or junkyard.

- (8) "To begin operation," means the date a tax number is obtained by the covered business; for storage yards that do not need a tax number, the date the property is rendered to the proper Hunt County taxing authority.

### **SECTION 3. EXEMPTIONS**

(a) The screening requirement established by Section 4 of this Act does not apply to:

- (1) an automobile wrecking and salvage yard as defined by, and that is subject to, Chapter 886, Acts of the 68<sup>th</sup> Legislature, Regular Session, 1983 (Article 2372dd, Vernon's Texas Civil Statutes);
- (2) a junkyard or automobile graveyard is defined by the Texas Litter Abatement Act (Article 4477-9a, Vernon's Texas Civil Statutes) and that is subject to Section 4.08 of that Act;
- (3) a recycling business;
- (4) a junkyard or an automotive wrecking and salvage yard that is located entirely within an incorporated city or town and that is subject to regulation in any manner by the city or town; or

(b) The county licensing provisions of Section 5 of this Act do not apply to:

- (1) a recycling business;
- (2) a junkyard or an automotive wrecking and salvage yard that is located entirely within an incorporated city or town and that is subject to regulation in any manner by the city or town.

### **SECTION 4. SCREENING REQUIREMENT**

A person who operated a junkyard or an automotive wrecking and salvage yard in this state shall screen it by natural objects, plantings, fences or other appropriate means so that the screen is at least eight (8) feet in height alongside that portion of the junkyard or automotive wrecking and salvage yard that faces a road or family residence.

Additionally, the screening must be such that no part of the junkyard or automobile wrecking and salvage yard may be visible from any road, federal aid interstate route, federal aid primary route, federal aid secondary route, business, or residence.

### **SECTION 5. COUNTY LICENSURE**

(A) To protect the public health, safety, or welfare, the Commissioners' Court of Hunt County is adopting this ordinance and requiring that a junkyard or automobile wrecking and salvage yard is to be licensed by the County. The following conditions must be met in order to obtain a license:

- (1) any person desiring to obtain a license shall make a written application which shall be sworn to for such license on the forms provided the County, together with at least four (4), 8 X 10, color photographs showing the entire covered business from a Northern, Southern, Eastern

and Western view. Said application is to be filed with the County Clerk's Office.

- (2) Submit a plat showing compliance with the location requirements from a registered surveyor.
- (3) Pay a fee of \$25.00 for the issuance or renewal of the license
- (4) Be no closer than 300 feet to any road, subdivision, residence, business, or waterway under the authority of the Texas Natural Resource Commission.
- (5) Agree to allow the health department and Environmental Enforcement Department to enter said premises for on site inspections at any reasonable time. Said inspections to be unannounced.
- (6) Upon receipt of said application, the County Clerk shall post the application in the county courthouse. It must be posted for a period of fourteen (14) days prior to any action by Commissioners' Court during the next regularly scheduled Commissioners' Court meeting.

## **SECTION 6. REVOCATION AND REVEWAL**

- (1) Commissioners Court may revoke or suspend any license if:
  - (a) any provisions for screening are violated;
  - (b) the said junkyard or automotive wrecking and salvage yard fails to permit inspections by the health department and Environmental Enforcement Department.
  - (c) fails to remedy any violation of the conditions of the health department's and Environmental Enforcement Department rules and regulations or state health laws or it is determined that any location requirements have not been met or the contents of the application have been falsified.
- (2) Renewal of said license may be denied if:
  - (a) any provisions for screening are violated?
  - (b) the said junkyard or automotive wrecking and salvage yard fails to permit inspections by the health department and Environmental Enforcement Department.
  - (c) Fails to remedy any violations of the conditions of the health department's and Environmental Enforcement Department rules and regulations or state health laws or it is determined that any location requirements have not been met or the contents of the application have been falsified.
- (3) Whenever a license is suspended or revoked, written notice shall be given to the permit holder, the person in charge or any employee or agent of the said covered business and such notice shall state:
  - (a) specific conditions of the violation alleged;
  - (b) the date and time of the hearing to be held concerning the suspension and revocation;
  - (c) that the licensee may appear in person, be represented by counsel, present testimony and cross-examine all witnesses; such hearing shall be held no later than 30 days after the date of the revocation or suspension.

- (4) Said License may be renewed annually if the conditions for the initial license are met, as to Section (3) if an affidavit is submitted testifying to the fact that the covered business has not expanded its location and was in compliance with Section 5(A)(4), when the original license was obtained no plat will be needed.

## **SECTION 7. INJUNCTION**

- (a) any person is entitled to appropriate injunctive relief to prevent a violation or threatened violation of the Ordinance or of Article 2372dd-1.

## **SECTION 8. CRIMINAL PENALTY**

- (a) A person who knowingly or intentionally violates this ordinance commits an offense. An offense under this subsection is a Class C misdemeanor. For each and every day the violation occurs, there will be a fine levied of not more than \$200.00 per day. If the violation is not addressed in 90 days, a fine of up to \$200.00 per day will be issued and if after 60 day of non-compliance a notice of attachment will be sent and property seized. Said property will be sold and revenue from sell will be used for site clean up.

## **SECTION 9. EFFECTIVE DATE**

This ordinance takes effect the 9<sup>th</sup> day of March 1998.

All covered businesses shall make application within 30 days of the passage of the Ordinance. Thereafter all new covered businesses shall make application within thirty (30) days of their moving into the County.

## **SECTION 10. PROVIDING A SAVINGS CLAUSE**

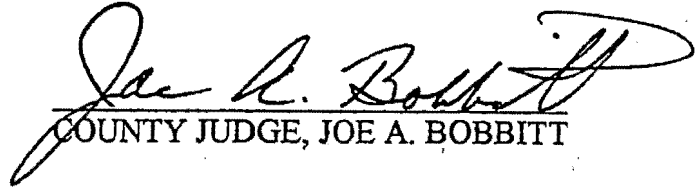
If any section, subsection, word, sentence or phrase of this ordinance is declared to be invalid, it shall not effect the validity of this ordinance.

## **SECTION 11. DECLARING AN EMERGENCY**

That this ordinance is declared to be an emergency measure, necessary for the preservation of the health, safety and welfare of the County of Hunt, Texas, and the inhabitants thereof; therefore, all rules and regulations providing for the reading of ordinances more than one time or on more than one occasion to be and the same are hereby suspended, and this ordinance is passed and shall take effect as an emergency measure, and shall be and remain in full force and effect as herein provided from and after its passage and approval.

**PASSED AND APPROVED** by Hunt County, Texas, at a regular meeting of the  
Commissioners Court of Hunt County, Texas, on the 9<sup>th</sup> day of March, 1998.

COUNTY OF HUNT, TEXAS

  
COUNTY JUDGE, JOE A. BOBBITT

ATTEST:

  
COUNTY CLERK, LINDA BROOKS

**STEPS FOR OBTAINING A JUNK YARD PERMIT: ORDINANCE \$5.00 A COPY**

1. CUSTOMER MUST COMPLETE COUNTY APPLICATION FORM.
2. MUST HAVE A COPY OF SURVEY OR PLAT OF PROPERTY DONE BY A REGISTERED SURVEYOR.
3. NEEDS FOUR (4), 8X10 PHOTOS OF THE PROPERTY SHOWING A VIEW FROM NORTH, SOUTH, EAST AND WEST.
4. CONTACT COMMISSIONER'S OFFICE AND SET APPOINTMENT TO MEET WITH COMMISSIONER OF PRECINCT IN WHICH PROPERTY IS LOCATED.
5. CONTACT HUNT COUNTY HOMELAND SECURITY FOR COMPLIANCE INSPECTION OF PROPERTY AND REVIEW OF PLAT DEPICTING THE SCREENING PROPOSAL.
6. FILE WITH COUNTY CLERK AND PAY \$25.00 PERMIT FEE. APPLICATION SHOULD INCLUDE THE 4 REQUIRED PHOTOS, AND SURVEY OR PLAT.
7. COUNTY CLERK OFFICE WILL FILE STAMP APPLICATION AND FORWARD APPLICATION TO COUNTY JUDGE'S OFFICE FOR IT TO BE PLACED ON THE NEXT COMMISSIONERS' COURT AGENDA.
8. IT IS THE APPLICANT'S RESPONSIBILITY TO KNOW WHEN THE APPLICATION WILL BE HEARD BEFORE THE COMMISSIONERS' COURT AND TO BE PRESENT.
9. COUNTY CLERK'S OFFICE WILL POST COPY OF APPLICATION
10. COMMISSIONERS' COURT WILL MAKE DECISION, AND IF APPROVED 2 COPIES OF PERMIT WILL BE ISSUED, ONE TO BE POSTED AT LOCATION, SECOND TO BE RETAINED AT COUNTY CLERK'S OFFICE.

**RENEWALS: TO BE FILED ANNUALLY – NO ACTION BY THE COURT**

1. LICENCEE FILES A JUNK YARD PERMIT RENEWAL WITH COUNTY CLERK. RENEWAL MUST BE SIGNED OFF ON BY COUNTY ENVIRONMENTAL OFFICER PRIOR TO FILING. ALSO, ATTACHED IS AN AFFIDAVIT FROM LICENSEE STATING THAT NO CHANGES HAVE BE MADE FROM ORIGINAL APPLICATION AND THAT THEY ARE STILL IN COMPLIANCE WITH ALL REQUIREMENTS OF COUNTY ORDINANCE.

**2. JUNK YARD RENEWAL FORM NUMBER WILL RETAIN THE ORIGINAL PERMIT NUMBER WITH AN "R" BEHIND THE NUMBER.**

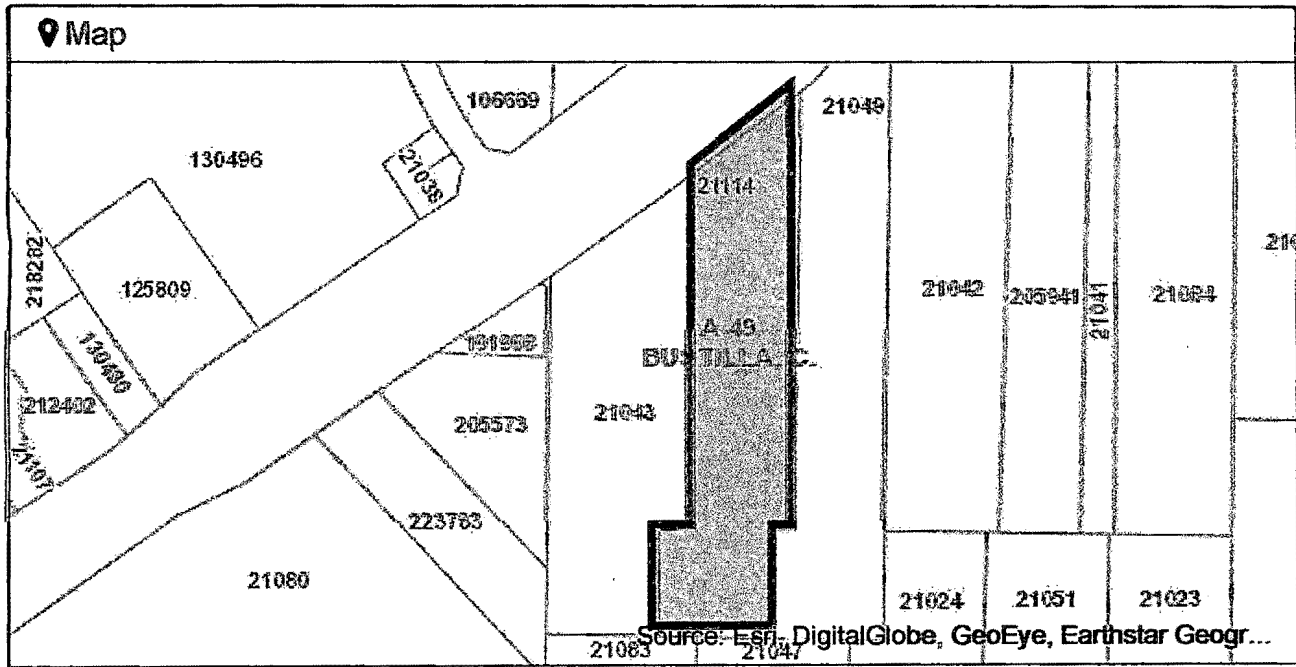
**3. PAY THE \$25.00 FILING FEE WITH COUNTY CLERK**

**4. ONE COPY WILL BE MAINTAINED AT COUNTY CLERK'S OFFICE, SECOND COPY WILL BE POSTED AT LOCATION.**



# Hunt CAD eSearch

## Property ID: 21114 For Year 2016



Property Details	
<b>Account</b>	
Property ID:	21114
Legal Description:	A0049 BUSTILLA CLEMENTE, TRACT 84, ACRES 13.49
Geographic ID:	0049-0840-0000-10
Agent Code:	
Type:	Real
<b>Location</b>	
Address:	I-30 CADDO MILLS, TX 75135
Map ID:	2A-151
Neighborhood CD:	
<b>Owner</b>	
Owner ID:	511342
Name:	PHASE 15 INVESTMENTS LP
Mailing Address:	PO BOX 601638 DALLAS, TX 75360
% Ownership:	100.0%
Exemptions:	For privacy reasons not all exemptions are shown online.

Property Values	
Improvement Homesite Value:	\$0
Improvement Non-Homesite Value:	\$0
Land Homesite Value:	\$0
Land Non-Homesite Value:	\$0
Agricultural Market Valuation:	\$285,870
Market Value:	\$285,870
Ag Use Value:	\$1,390
Appraised Value:	\$1,390
HS Cap:	\$0
Assessed Value:	\$1,390

**VALUES DISPLAYED ARE 2016 PRELIMINARY VALUES and are subject to change prior to Certification**

**DISCLAIMER** Information provided for research purposes only. Legal descriptions and acreage amounts are for appraisal district use only and should be verified prior to using for legal purpose and or documents. Please contact the Appraisal District to verify all information for accuracy.

**Property Taxing Jurisdiction**

Entity	Description	Tax Rate	Market Value	Taxable Value
CAD	APPRAISAL DISTRICT	0.000000	\$285,870	\$1,390
GHT	HUNT COUNTY	0.532469	\$285,870	\$1,390
HHO	HUNT MEMORIAL HD	0.243000	\$285,870	\$1,390
SCM	CADDO MILLS ISD	1.455000	\$285,870	\$1,390
<b>Total Tax Rate: 2.230469</b>				

**Property Improvement - Building**

**Property Land**

Type	Description	Acres	Sqft	Eff Front	Eff Depth	Market Value	Prod. Value
HM	HAY MEADOW	13.49	587,624.40	0.00	0.00	\$285,870	\$1,390

**Property Roll Value History**

Year	Improvements	Land Market	Ag Valuation	Appraised	HS Cap	Assessed
2016	\$0	\$285,870	\$1,390	\$1,390	\$0	\$1,390
2015	\$0	\$285,870	\$1,320	\$1,320	\$0	\$1,320
2014	\$0	\$107,460	\$1,270	\$1,270	\$0	\$1,270
2013	\$0	\$124,030	\$840	\$840	\$0	\$840
2012	\$0	\$124,030	\$860	\$860	\$0	\$860
2011	\$0	\$124,020	\$860	\$860	\$0	\$860
2010	\$0	\$135,370	\$860	\$860	\$0	\$860
2009	\$0	\$135,220	\$860	\$860	\$0	\$860

Property Deed History							
Deed Date	Type	Description	Grantor	Grantee	Volume	Page	Number
6/1/2009	GWD	GENERAL WARRANTY DEED	DAVIDSON JIMMIE O & MELVIN S DAVIDSON	PHASE 15 INVESTMENTS LP	2009	6506	
4/13/1995	WD	WARRANTY DEED	DAVIDSON JIMMIE O	DAVIDSON JIMMIE O & MELVIN S DAVIDSON	350	797	
8/24/1985	ASSIGN	ASSIGNMENT OF NOTE	TULLY ROBERT	DAVIDSON JIMMIE O	963	248	
3/25/1980	CS	CONTRACT FOR SALE	VLB	TULLY ROBERT	847	697	

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16032671 DN-KW

**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.**

**Special Warranty Deed with Vendor's Lien**

**Date:** May 9, 2016

**Grantor:** Phase 15 Investments, LP, a Texas Limited Partnership

**Grantor's Mailing Address:**

Phase 15 Investments, LP, a Texas Limited Partnership  
PO BOX 601638  
Dallas, TX 75360  
Dallas County

**Grantee:** William A. Mirizio and Terry L. Mirizio, a married couple

**Grantee's Mailing Address:**

William A. Mirizio and Terry L. Mirizio  
19385 Glenwood Ave  
Riverside, CA 95208  
Riverside County

**Consideration:**

Cash and a note of even date executed by Grantee and payable to the order of Alliance Bank in the principal amount of ONE HUNDRED FIFTY THOUSAND AND NO/100 DOLLARS (\$150,000.00). The note is secured by a first and superior vendor's lien and superior title retained in this deed in favor of Alliance Bank and by a first-lien deed of trust of even date from Grantee to Joel B. Sheffield, trustee.

**Property (including any improvements):**

Being a certain lot, tract, or parcel of land situated in Hunt County, Texas, being a part of the Clemente Bustilla Survey, Abstract No. 49, being all of a called 13.522 acre tract of land as described in a Warranty Deed from Jimmie O. Davidson to Melvin S. Davidson and Billy D. Davidson as recorded in Volume 350 at Page 797 of the Real Property Records of Hunt County, Texas and being further described as follows:

BEGINNING at a 3/8 inch iron rod found for a corner at the northeast corner of said 13.522 acre tract on the southeast right-of-way of Interstate No. 30 Service Road, said Point of Beginning being further marked by a concrete monument found bearing N 52°30'48" E at a distance of 49.76 feet, said Point of Beginning also being the existing northwest corner of a 13.510 acre tract as conveyed to AMT Management, LTD as recorded in Volume 931 at Page 97 of the Official Public Records of Hunt County, Texas;

THENCE S 00°34'07" W a distance of 1432.31 feet to a 3/8 inch iron rod found for a corner;

THENCE N 89°38'09" W a distance of 76.36 feet to a 3/8 inch iron rod found for a corner;

THENCE S 00°30'21" W a distance of 353.12 feet to a 3/8 inch iron rod found at a fence post for a corner at the southeast corner of said 13.522 acre tract;

THENCE N 89°53'54" W along a fence and the south line of said 13.522 acre tract, a distance of 369.64 feet to a fence post for a corner at the southwest corner of said 13.522 acre tract;

THENCE N 00°33'41" E a distance of 350.97 feet to a 1/2 inch iron rod set for a corner;

THENCE S 89°46'15" E a distance of 92.74 feet to a 1/2 inch iron rod set for a corner;

THENCE N 00°34'07" E a distance of 1162.49 feet to a 1/2 inch iron rod set for a corner at the northwest corner of said 13.522 acre tract on the southeast right-of-way of Interstate No. 30 Service Road, said corner being further marked by a 5/8 inch iron rod found bearing S 53°02'49" W at a distance of 101.59 feet;

THENCE N 52°40'17" E along the southeast right-of-way of Interstate No. 30 Service Road, a distance of 447.21 feet returning to the Point of Beginning and containing 13.490 acres of land, more or less.

**Reservations from Conveyance:**

None

**Exceptions to Conveyance and Warranty:**

Liens described as part of the Consideration and any other liens described in this deed as being either assumed or subject to which title is taken; validly existing easements, rights-of-way, and prescriptive rights, whether of record or not; all presently recorded and validly existing instruments, other than conveyances of the surface fee estate, that affect the Property; and taxes for 2016, which Grantee assumes and agrees to pay, and subsequent assessments for that and prior years due to change in land usage, ownership, or both, the payment of which Grantee assumes.

Grantor, for the Consideration and subject to the Reservations from Conveyance and the 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 way belonging, to have and to hold it to Grantee and Grantee's heirs, successors, and assigns forever. Grantor binds Grantor and Grantor's heirs and successors to warrant and forever defend all and singular the Property to Grantee and Grantee's heirs, successors, and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof when the claim is by, through, or under Grantor but not otherwise, except as to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty.

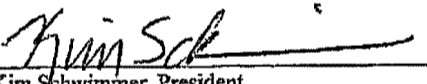
The vendor's lien against and superior title to the Property are retained until each note described is fully paid according to its terms, at which time this deed will become absolute.

Alliance Bank, at Grantee's request, has paid in cash to Grantor that portion of the purchase price of the Property that is evidenced by the note. The first and superior vendor's lien against and superior title to the Property are retained for the benefit of Alliance Bank and are transferred to Alliance Bank without recourse against Grantor.

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

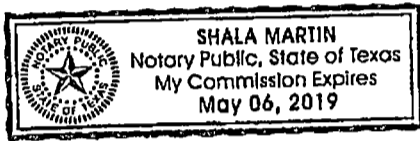
**PHASE 15 INVESTMENTS, LP,**  
a Texas Limited Partnership


By: TMLLC 14, LLC, it's General Partner

  
By: Kim Schwimmer, President

STATE OF TEXAS            )  
  )  
COUNTY OF DENTON        )

This instrument was acknowledged before me on MAY 11, 2016, 2016, by Kim Schwimmer, as President of TMLLC 14, LLC, the General Partner of Phase 15 Investments, LP, a Texas Limited Partnership, on behalf of said company.



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

\*\*\*\*\*



PREPARED IN THE OFFICE OF:

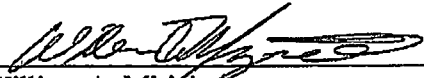
STOKES LAW OFFICE PLLC  
132 W. Main Street  
Lewisville, TX 75057  
Tel: (972) 436-8141  
Fax: (972) 436-8712


AFTER RECORDING RETURN TO:

William A. Mirizio  
19385 Glenwood Ave  
Riverside, CA 95208

ACCEPTANCE BY GRANTEE

William A. Mirizio and Terry L. Mirizio Grantees, accept the attached deed and consent to its form and substance. Grantees acknowledge that the terms of the deed conform with Grantees' intent and that they will control in the event of any conflict with the contract Grantees signed regarding the Property described in the deed.

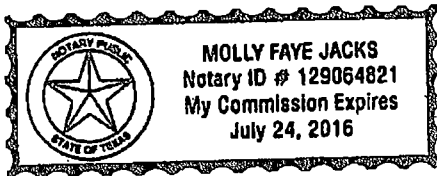
  
\_\_\_\_\_  
William A. Mirizio


  
\_\_\_\_\_  
Terry L. Mirizio

STATE OF TEXAS )

COUNTY OF Rockwall )

This instrument was acknowledged before me on May 9, 2016, by William A. Mirizio and Terry L. Mirizio.



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

PREPARED IN THE OFFICE OF:

STOKES LAW OFFICE PLLC  
132 W. Main Street  
Lewisville, TX 75057  
Tel: (972) 436-8141  
Fax: (972) 436-8712

AFTER RECORDING RETURN TO:

William A. Mirizio  
19385 Glenwood Ave  
Riverside, CA 95208

**FILED AND RECORDED**

Instrument Number: 2016 -6052

Filing and Recording Date 05/16/2016 10:29AM Pages 8 Fee \$50.00

I hereby certify that this instrument was FILED on the date and time stamped hereon  
and RECORDED in the OPR RECORDS of Hunt County, Texas



*Jennifer Lindenzweig*

Jennifer Lindenzweig, Hunt County Clerk  
Hunt County, Texas

ANY PROVISION CONTAINED IN ANY DOCUMENT WHICH RESTRICTS THE SALE, RENTAL, OR USE OF THE REAL  
PROPERTY DESCRIBED THEREIN BECAUSE OF RACE OR COLOR IS INVALID UNDER FEDERAL LAW AND IS  
UNENFORCEABLE.