

GF#16-284814-MM

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

Date: December 28, 2016

Grantor: FARMERSVILLE INDEPENDENT SCHOOL DISTRICT; COLLIN COUNTY;
COLLIN COUNTY CCD

Grantor's Mailing Address:
501A State Highway 78N
Farmersville, Texas 75442

Grantee: DURRIE L. CALDWELL, as part of a Section 1031 exchange made through Forest Grove Investments, LLC, as Qualified Intermediary

Grantee's Mailing Address:
P. O. Box 812
Princeton, Texas 75407

Consideration: TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable consideration.

Property (including any improvements):

Being 10.1100 acres of land out of an 81.006 acre tract of land in the Smallwood Owens Survey (678), Block 2, Tract 21, Collin County, Texas as recorded in Volume 789, Page 64, of the Collin County Deed Records.

Reservations from and Exceptions to Conveyance and Warranty:

Any and all conditions, covenants, restrictions, easements, exceptions, reservations, conveyances, and outstanding mineral and royalty, if any, of record in the office of the County Clerk of Collin County, affecting the ownership, use, or enjoyment of the property conveyed hereby.

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 it to Grantee, Grantee's heirs, executors, administrators, successors, or assigns forever. Grantor binds Grantor and Grantor's heirs, executors, administrators, successors or assigns to warrant and forever defend all and singular the property to Grantee and Grantee's heirs, executors, administrators, successors, and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof, except as to the reservations from and exceptions to conveyance and warranty, by, under, or through the Grantor herein, but not otherwise.

As a material part of the Consideration for this deed, Grantor and Grantee agree that Grantee is taking the Property "AS IS" with any and all latent and patent defects and that there is no warranty by Grantor that the Property has a particular financial value or is fit for a particular purpose. Grantee

acknowledges and stipulates that Grantee is not relying on any representation, statement, or other assertion with respect to the Property condition but is relying on Grantee's examination of the Property. Grantee takes the Property with the express understanding and stipulation that there are no express or implied warranties and that no structure will be built within seventy (70) feet of the existing highway 380, right-of-way.

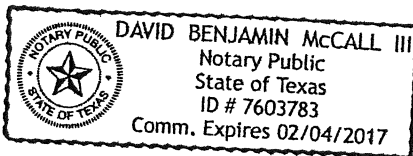
When the context requires, singular nouns and pronouns include the plural.

FARMERSVILLE INDEPENDENT SCHOOL
DISTRICT

Jeff Adams
By: Jeff Adams, _____

THE STATE OF TEXAS §
COUNTY OF Collin §

This instrument was acknowledged before me on the 4 day of JANUARY,
2017, by Jeff Adams, SUPERINTENDENT of
FARMERSVILLE INDEPENDENT SCHOOL DISTRICT, as the act and deed of said entity.



David Benjamin McCall III
Notary Public, State of Texas
Notary's name (printed):

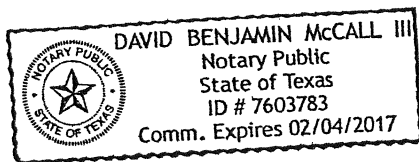
Notary's commission expires:

COLLIN COUNTY

Bill Bilyeu
By: Bill Bilyeu
Title: County Administrator

THE STATE OF TEXAS §
COUNTY OF Collin §

This instrument was acknowledged before me on the 4 day of JANUARY,
2017, by Bill Bilyeu, County Administrator, of
COLLIN COUNTY, as the act and deed of said entity.

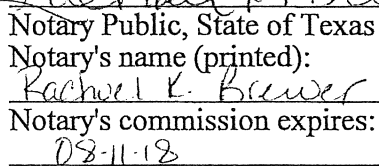


David Benjamin McCall III
Notary Public, State of Texas
Notary's name (printed):

Notary's commission expires:

By: Ken Lynn, CPA
Acting Vice President of Administrative Services
and Chief Financial Officer

This instrument was acknowledged before me on the 23 day of December, 2016, by Ken Lynn, CPA, Acting Vice President of Administrative Services and Chief Financial Officer of COLLIN COUNTY CCD, as the act and deed of said entity.



PREPARED IN THE LAW OFFICE OF:
Gay, McCall, Isaacks & Roberts, P.C.
777 E. 15th Street
Plano, TX 75074

NOTICE OF ASSIGNMENT
OF RIGHTS UNDER PURCHASE AND SALE AGREEMENT

To: **FARMERSVILLE ISD, COLLIN COUNTY, and COLLIN COUNTY CCD**

Assignor: **DURRIE L. CALDWELL**

Assignee: **FOREST GROVE INVESTMENTS, LLC, a 1031 Intermediary**

Property: **Being 10.1100 acres of land out of an 81.006 acre tract of land in the Smallwood Owens Survey (678), Block 2, Tract 21, Collin County, Texas as recorded in Volume 789, Page 64, of the Collin County Deed Records**

You are hereby notified that **D. L. CALDWELL** "Assignor" has assigned his/her/their/its rights under the Purchase and Sale Agreement dated **December 12, 2016**, to **FOREST GROVE INVESTMENTS, LLC**, "Assignee," as his/her/their/its Qualified Intermediary for the purpose of a Section 1031 Tax Deferred Exchange.

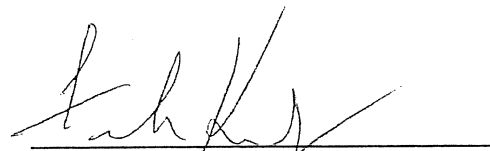
ASSIGNOR:


DURRIE L. CALDWELL

Date signed: 12-29-16

FGI:

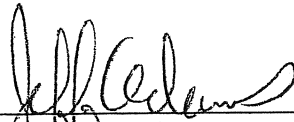
FOREST GROVE INVESTMENTS, LLC,
a 1031 Intermediary


FRANK KERBY, Member or
JOHN W. KERBY, Member

Date signed: 12-29-16

SELLER ACKNOWLEDGMENT:

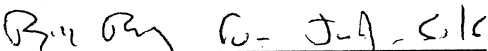
FARMERSVILLE ISD



JEFF ADAMS
Title:

Date signed: 1-4-2017

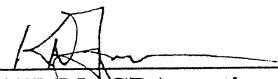
COLLIN COUNTY



KEITH SELF, County Judge

Date signed: _____

COLLIN COUNTY CCD



KEN LYNN, CPA, acting Vice President
of Administrative Services and Chief
Financial Officer

Date signed: 12-28-16

DIRECT DEEDING INSTRUCTIONS
REPLACEMENT PROPERTY

DURRIE L. CALDWELL ("Taxpayer") and **FOREST GROVE INVESTMENTS, LLC**, a Texas limited liability company ("FGI") have entered into an **Exchange Agreement** dated _____ ("Exchange Agreement") involving the exchange of the property located in **Collin County, Texas** ("Replacement Property").

Upon or shortly after acquisition of the Replacement Property, **FGI** intends to convey the Replacement Property to Taxpayer for the purpose of completing a delayed change transaction.

Accordingly, in order to save duplicate recording fees, escrow costs and other like charges, **FGI** instructs **FARMERSVILLE ISD, COLLIN COUNTY and COLLIN COUNTY CCD** ("Seller") and Seller hereby agrees to execute a deed to the Replacement Property in favor of Taxpayer. In addition, Seller agrees to execute all bills of sale and assignments of leases, security deposits, trade names and other assets comprising the Replacement Property which are necessary to close the transaction described herein directly in favor of Taxpayer.

The above transfers are part of an integrated, interdependent, mutual and reciprocal plan intended to effectuate an exchange by Taxpayer of like-kind real property and pursuant to and in accordance with the provisions of the Exchange Agreement, the Internal Revenue Code Section 1031 and, to the extent applicable, state tax statutes.

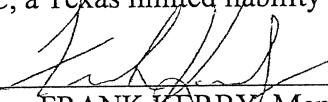
Taxpayer:


DURRIE L. CALDWELL

Date: 12-29-16

FGI:

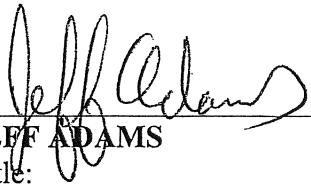
FOREST GROVE INVESTMENTS, LLC, a Texas limited liability company

By: 
FRANK KERBY, Member or
JOHN W. KERBY, Member

Date: _____

Seller:

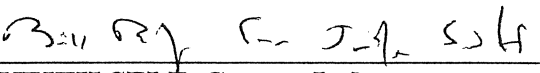
FARMERSVILLE ISD



JEFF ADAMS
Title:

Date: 1-4-2017

COLLIN COUNTY



KEITH SELF, County Judge

Date: 1/4/17

COLLIN COUNTY CCD



**KEN LYNN, CPA, acting Vice President
of Administrative Services and Chief
Financial Officer**

Date: 12-28-16

ASSIGNMENT, ACCEPTANCE AND NOTICE
REPLACEMENT PROPERTY CONTRACT

THIS ASSIGNMENT, ACCEPTANCE AND NOTICE (this "Agreement") is made this December 28, 2016, between DURRIE L. CALDWELL ("Assignor"), FOREST GROVE INVESTMENTS, LLC ("Assignee") and FARMERSVILLE ISD, COLLIN COUNTY and COLLIN COUNTY CCD ("Seller").

RECITALS

WHEREAS, Assignor and Seller entered into that certain real estate sales contract (the ("Replacement Property Contract"), a copy of which is attached hereto, dated **December 12, 2016**, between Assignor, as purchaser, and Seller, as seller, for the purchase and sale of certain property more particularly described in the Replacement Property Contract (the "Replacement Property");

WHEREAS, Assignor and Assignee have entered into an Exchange Agreement dated _____ (the "Exchange Agreement"), in order to effect the transfer of Assignor's Relinquished Property (as defined in the Exchange Agreement) and acquisition of certain identified Replacement Property as a like-kind exchange in accordance with Section 1031 of the Internal Revenue Code of 1986, as amended;

WHEREAS, Assignor has identified the Replacement Property as property to be received in exchange for Assignor's Relinquished Property, in accordance with Section 1031 of the Internal Revenue Code of 1986, as amended, and the Exchange Agreement.

WHEREAS, Assignor wishes to assign the Replacement Property Contract to Assignee, and Assignee has agreed to accept such assignment, on the terms and conditions contained herein pursuant to the Exchange Agreement; and

WHEREAS, Seller consents to such assignment of the Replacement Property Contract on the terms and conditions contained herein.

AGREEMENT

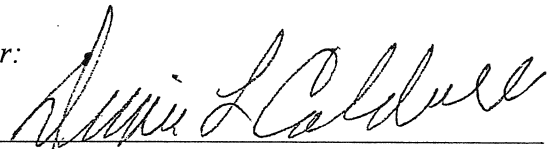
NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Assignment. Subject to the matters set forth below, (a) Assignor assigns, transfers and conveys to Assignee all of Assignor's rights, title and interest in and to, but not the obligations under the Replacement Property Contract, including any security deposit paid in connection with the Replacement Property Contract, and (b) Seller consents to such assignment.

2. Conditions. The Assignment described in paragraph 1 above shall be subject to the following conditions: (a) title to the Replacement Property shall be conveyed to Assignor by deed from Seller; (b) Assignor and Seller release Assignee of and from any and all claims or causes of action either of them have or may have against Assignee as a result of Assignee's accepting an assignment of the Replacement Property Contract; (c) Assignee shall pay to Seller, to the extent of the funds held by Assignee pursuant to the Exchange Agreement, the net proceeds due Seller pursuant to the Replacement Property Contract; and (d) review and approval by Assignee of Assignor's closing instructions and any other documents related to the transaction.
3. Notice. This Assignment shall constitute notice to Seller within the meaning of Section 1.1031(k)-1(g)(4)(v) of the Regulations.
4. Seller acknowledges that Assignee has not made any warranties or representations with regard to the transaction contemplated in the Replacement Property and Seller is not relying on any representations or information provided by Assignee and any represents made in the Replacement Property Contract or otherwise shall be deemed to be made directly by Assignor to Seller and all rights or remedies arising therefrom shall be enforced directly against Assignor.
5. Miscellaneous. Except as expressly provided in this Assignment, the terms of the Replacement Property Contract shall remain in full force and effect. This Assignment shall be binding on, and inure to the benefit of, the parties hereto and their successors and assigns. This Assignment may be executed in any number of counterparts and each shall be considered an original and together they shall constitute one agreement. Facsimile signatures on this Assignment shall be deemed original signatures.

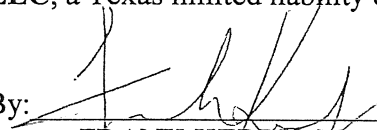
WITNESS the following signatures:

Assignor:


DURRIE L. CALDWELL

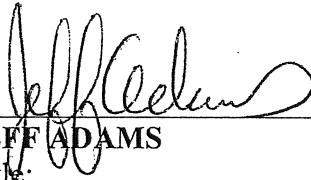
Assignee:

FOREST GROVE INVESTMENTS,
LLC, a Texas limited liability company

By: 
FRANK KERBY, Member or
JOHN W. KERBY, Member

Seller:

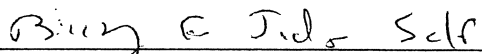
FARMERSVILLE ISD



JEFF ADAMS
Title:

Date: 1-4-2017

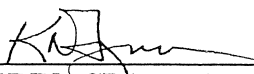
COLLIN COUNTY



KEITH SELF, County Judge

Date: 1-4-2017

COLLIN COUNTY CCD



**KEN LYNN, CPA, acting Vice President
of Administrative Services and Chief
Financial Officer**

Date: 12-28-16

Copy of Contract

Substitute Form 1099S
Proceeds from Real Estate

Settlement Agent Name and Address	Seller/Transferor's Name and Address
Capital Title of Texas, LLC- McKinney McWilliams 2713 Virginia Parkway #100 McKinney, TX 75071	Farmersville ISD 501A State Highway 78 N Farmersville, TX 75442 SSN/Tax ID:

Transaction Information	
Date of Closing	12/28/2016
Gross Proceeds	\$100,000.00
Allocation of Gross Proceeds	
Total Tax Proration Credit	
Description	1900 E. Audie Murphy Pkwy Farmersville, TX 75442
Transferor received or will receive property or services as part of the consideration	No
GF Number	16-284814-MM

- This is important tax information and is being furnished to the Internal Revenue Service. If you are required to file a return, a negligence penalty or other sanction will be imposed on you if this item is required to be reported and the IRS determines that it has not been reported.

- You are required by law to provide the Settlement Agent with your correct Tax Payer Identification Number. If you do not provide the Settlement Agent with your correct Tax Payer Identification Number, you may be subject to civil or criminal penalties imposed by law.

- Under penalties of perjury, I certify that the number shown above on this statement is my correct Tax Payer Identification Number. I acknowledge receipt of a copy of this statement.

Farmersville ISD

Jeff Adams
Title

1-24-17
Date

Seller's Name: FARMERSVILLE ISD

Forwarding Address: 501A State Highway 78N, Farmersville, TX 75442

Seller Instructions

Sign and return a copy of this form immediately to the Settlement Agent.

If this real estate was your principal residence, file Form 2119, Sale or Exchange of Principal Residence, for any gain, with your income tax return. For other transactions, complete the applicable parts of Form 4797, Gains and Losses From Sales or Exchanges of Assets Used in Trade or Business and Involuntary Conversions, Form 6252, Computation of Installment Sale Income, and/or Schedule D (Form 1040), Capital Gains and Losses Reconciliation of Forms 1099-B.

**Substitute Form 1099S
Proceeds from Real Estate**

Settlement Agent Name and Address	Seller/Transferor's Name and Address
Capital Title of Texas, LLC- McKinney McWilliams 2713 Virginia Parkway #100 McKinney, TX 75071	Collin County SSN/Tax ID:

Transaction Information	
Date of Closing	12/28/2016
Gross Proceeds	\$100,000.00
Allocation of Gross Proceeds	
Total Tax Proration Credit	
Description	1900 E. Audie Murphy Pkwy Farmersville, TX 75442
Transferor received or will receive property or services as part of the consideration	No
GF Number	16-284814-MM

- This is important tax information and is being furnished to the Internal Revenue Service. If you are required to file a return, a negligence penalty or other sanction will be imposed on you if this item is required to be reported and the IRS determines that it has not been reported.

- You are required by law to provide the Settlement Agent with your correct Tax Payer Identification Number. If you do not provide the Settlement Agent with your correct Tax Payer Identification Number, you may be subject to civil or criminal penalties imposed by law.

- Under penalties of perjury, I certify that the number shown above on this statement is my correct Tax Payer Identification Number. I acknowledge receipt of a copy of this statement.

Collin County

Keith Self
KEITH SELF, County Judge

1-4-17
Date

Seller's Name: COLLIN COUNTY

Forwarding Address: _____

Seller Instructions

Sign and return a copy of this form immediately to the Settlement Agent.

If this real estate was your principal residence, file Form 2119, Sale or Exchange of Principal Residence, for any gain, with your income tax return. For other transactions, complete the applicable parts of Form 4797, Gains and Losses From Sales or Exchanges of Assets Used in Trade or Business and Involuntary Conversions, Form 6252, Computation of Installment Sale Income, and/or Schedule D (Form 1040), Capital Gains and Losses Reconciliation of Forms 1099-B.

SELLER'S CERTIFICATION OF NONFOREIGN STATUS

Section 1445 of the Internal Revenue Code provides that a transferee (buyer) of a U.S. real property interest must withhold tax if the transferor (seller) is a foreign person. To inform the transferee that withholding of tax is not required upon the transfer of the U.S. real property interest by **Farmersville ISD** ("transferor"), the undersigned hereby certifies the following (if transferor is an entity, on behalf of the transferor):

A. INDIVIDUAL TRANSFEROR(S)

1. I am not a nonresident alien for purposes of United States income taxation,
2. My U.S. taxpayer identification number (social security number) is N/A
3. My home address is: _____

B. CORPORATION, PARTNERSHIP, TRUST, OR ESTATE TRANSFEROR(S)

1. Transferor is not a foreign corporation, foreign partnership, foreign trust, or foreign estate (as those terms are defined in the U.S. Internal Revenue Code and Treasury Department Regulations);
2. Transferor is not a disregarded entity as defined in §1.1445-2(b)(2)(iii);
3. Transferor's U.S. taxpayer identification number is N/A; and
4. Transferor's office address is N/A

C. The transferor understands that this certificate may be disclosed to the Internal Revenue Service, that any false statement contained in this certificate may be punished by fine or imprisonment or both, that transferee is relying on this certificate in determining whether withholding is required, and that transferee may face liabilities if any statement in this certificate is false.

D. Transferor hereby indemnifies transferee from any liability or cost which transferee may incur as a result of (1) the Seller's failure to pay any U.S. Federal income tax which such transferor is required to pay under applicable U.S. law or (2) any false or misleading statement contained in this certification.

Under penalties of perjury I declare that I have examined this certification and to the best of my knowledge and belief it is true, correct and complete (and, for an entity transferor, I further declare that I have the authority to sign this document on behalf of transferor).

Date signed: 1-4-2017

Signature

Typed or printed name

Superintendent Daniel
Title (if signed on behalf of an entity transferor)

Notice to Transferor and Transferee – In the case of multiple transferors, certification should be obtained from each.

SELLER'S CERTIFICATION OF NONFOREIGN STATUS

Section 1445 of the Internal Revenue Code provides that a transferee (buyer) of a U.S. real property interest must withhold tax if the transferor (seller) is a foreign person. To inform the transferee that withholding of tax is not required upon the transfer of the U.S. real property interest by **Collin County** ("transferor"), the undersigned hereby certifies the following (if transferor is an entity, on behalf of the transferor):

E. INDIVIDUAL TRANSFEROR(S)

1. I am not a nonresident alien for purposes of United States income taxation,
2. My U.S. taxpayer identification number (social security number) is N/A
3. My home address is: _____

F. CORPORATION, PARTNERSHIP, TRUST, OR ESTATE TRANSFEROR(S)

1. Transferor is not a foreign corporation, foreign partnership, foreign trust, or foreign estate (as those terms are defined in the U.S. Internal Revenue Code and Treasury Department Regulations);
2. Transferor is not a disregarded entity as defined in §1.1445-2(b)(2)(iii);
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H. Transferor hereby indemnifies transferee from any liability or cost which transferee may incur as a result of (1) the Seller's failure to pay any U.S. Federal income tax which such transferor is required to pay under applicable U.S. law or (2) any false or misleading statement contained in this certification.

Under penalties of perjury I declare that I have examined this certification and to the best of my knowledge and belief it is true, correct and complete (and, for an entity transferor, I further declare that I have the authority to sign this document on behalf of transferor).

Date signed: 1-4-17

Bill
Signature
Bill Bilgen
Typed or printed name
County Administrator
Title (if signed on behalf of an entity transferor)

Notice to Transferor and Transferee – In the case of multiple transferors, certification should be obtained from each.

SELLER/OWNER AFFIDAVIT
(Made by Representative of Entity)

Date: December 28, 2016

Owner Name and
Mailing Address: Farmersville ISD
501A State Highway 78 N
Farmersville, TX 75442

Collin County

Collin County CCD

Affiant: Jeff Adams, Keith Self, County Judge and Ken Lynn, CPA

Property: Being 10.1100 acres of land out of an 81.006 acre tract of land in the Smallwood Owens Survey (678), Block 2, Tract 21, Collin County, Texas as recorded in Volume 789, Page 64, of the Collin County Deed Records.

Affiant swears individually and on behalf of Seller that the following statements are true and within the personal knowledge of Affiant:

1. Seller is the owner of the Property described above.

Debts, liens, encumbrances:

2. There are no liens or encumbrances (Mortgages, Deeds of Trust, Judgments, Tax Liens, Mechanic's Liens, unpaid homeowners or condominium association dues or assessments, etc.) known to me which are not being paid or properly accounted for in the current transaction.
EXCEPT: DISTRICT COURT SUIT - TO BE RELEASED.
3. Seller is not a party to any pending law suits in any State or Federal Court, and I am not aware of any law suit which may be filed against Seller; nor has Seller been declared Bankrupt or Insolvent, voluntarily or involuntarily, in any court.
4. All labor and materials used in construction of improvements, repairs, or modifications to the Property have been paid for, and there are now no unpaid bills for labor or material against the improvements or property upon which same are situated, and all sums of money due for building, repairs or modifying the improvements have been fully paid and satisfied.
5. All charges for assessments, improvements, and services furnished by any governmental entity, including but not limited to paving or mowing, have been paid, and Seller has received no notice from any governmental agency that work is required to be done to the Property which might result in future charges.

Covenants, conditions, contracts, agreements:

6. No governmental authority has notified Seller of any violations, abatement notices, or condemnations.
7. Seller has not allowed and knows of no violation of any covenants, conditions or restrictions (subdivision, condominium, or governmental) affecting the Property.
8. There are no unrecorded and/or outstanding leases, contracts, options or agreements affecting the Property which have not been disclosed by Seller to First National Title Insurance Company (hereinafter "Underwriter") or its Agent in writing.

9. There are no outstanding contracts of Sale or other options to purchase the Property other than any Contract which may be the subject of the present transaction.

Taxes, assessments, dues:

10. All taxes, charges, dues, and other assessments payable in connection with the subject property have been paid through the current date, unless payment has been provided for on the Settlement Statement used in the current transaction.
11. The subject property is not under any contract, covenant or preferential assessment as open space, agricultural or forestland.

Unless shown on the survey plat of the Property provided to Underwriter or its Agent:

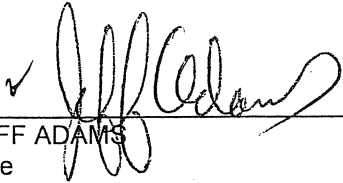
12. None of the improvements to the subject property include a manufactured home, mobile home or house trailer.
13. There are no waterways (including ponds, marshland, or streams) located on or adjacent to the Property.
14. I have no knowledge of any highways, abandoned roads, lanes, bordering or running through the Property.
15. I have no knowledge of any cemetery or family burial grounds located on the Property.

Other representations:

16. The current transaction is not made for the purpose of hindering, delaying, or defrauding any creditors of Seller.
17. No one has ever questioned or disputed Seller's ownership of the property.
18. Anyone concerned with title to the Property may rely on these statements.

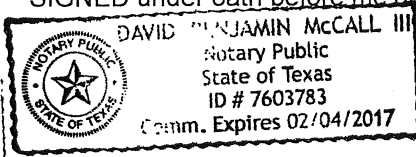
19. I agree to indemnify and hold First National Title Insurance Company, Underwriter and its Agent harmless from any loss or expense, including reasonable attorney fees, resulting from false or incorrect information in this affidavit.

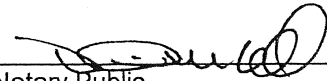
FARMERSVILLE ISD



JEFF ADAMS
Title

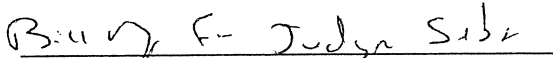
SIGNED under oath before me on December 4, 2016 by Jeff Adams.





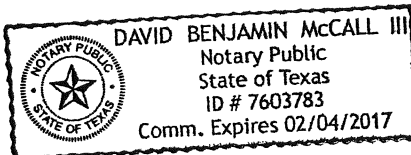
Notary Public

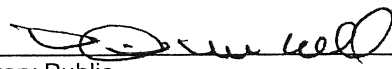
COLLIN COUNTY



KEITH SELF, County Judge

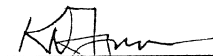
SIGNED under oath before me on December 4, 2016 by Keith Self, County Judge of Collin County.





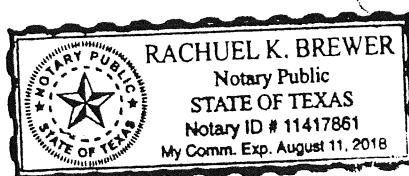
Notary Public

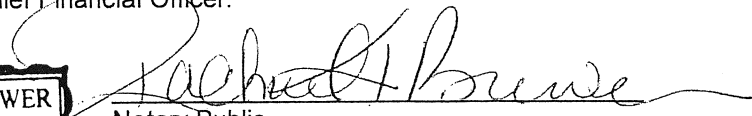
COLLIN COUNTY CCD



Ken Lynn, CPA, acting Vice President of Administrative Services and Chief Financial Officer

SIGNED under oath before me on December 28, 2016 by Kenn Lynn, CPA, acting Vice President of Administrative Services and Chief Financial Officer.





Notary Public

Seller: **FARMERSVILLE ISD, COLLIN COUNTY, COLLIN COUNTY
CCD**

Purchaser: **DURRIE L. CALDWELL**

Property: **Being 10.1100 acres of land out of an 81.006 acre tract of land in the
Smallwood Owens Survey (678), Block 2, Tract 21, Collin County,
Texas as recorded in Volume 789, Page 64, of the Collin County Deed
Records**

Date: **DECEMBER 28, 2016**

TAX PRORATION AGREEMENT

In connection with our real estate transaction, the undersigned hereby acknowledge and agree to the following facts regarding the ad valorem taxes and/or subdivision maintenance fees:

1. The proration of such taxes and fees used in the closing was based upon and are hereby approved by the Seller(s) and Purchaser(s) with the understanding that the proration has been based upon figures for the preceding year, or estimates for the current year, and in the event of any change for the current year, all necessary adjustments will be made between the Seller(s) and the Purchaser(s).

2. We hereby consent to the tax proration on the closing statement on the above amounts and we understand that the title insurance agency, its underwriters, the lender, the real estate agent, and McWilliams & Thompson, are not responsible for any future adjustments. We agree to make any adjustments between ourselves based on the actual taxes when the tax statements are issued and the exact taxes for the above stated year are known. The title insurance agency, its underwriters, the lender, the real estate agent, and McWilliams & Thompson, shall not have any responsibility for the payment or collection of such other taxes.

3. Seller(s) recognize their responsibility for all taxes prior to the date of closing the subject transaction, including taxes for subsequent assessments or changes in use or ownership of the property (sometimes called roll-back taxes) or as indicated by the parties' contract. Should taxes other than those collected at closing be or become due for prior years, Seller(s) agree to make full settlement to Purchaser(s) or the taxing authority. The title insurance agency, its underwriters, the lender, the real estate agent, and McWilliams & Thompson, shall not have any responsibility for the payment or collection of such other taxes.

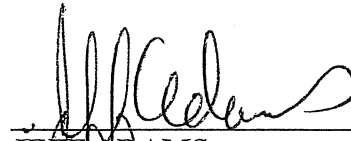
4. Purchaser(s) recognize their responsibility for current and subsequent years' taxes or as indicated by the parties' contract. Purchaser(s) agree to notify all taxing authorities of the change in ownership of subject property to assure proper receipt of future tax notices.

5. Purchaser(s) recognize that the status of or exemptions for the current year's taxes (such as homestead exemptions, over 65 exemptions or disabled persons

exemptions) might not be available to them as new owners of the property for any subsequent years. Purchaser(s) acknowledge that in the event such status or exemptions are not available that the tax burden could increase substantially.

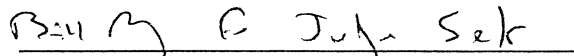
SELLER:

FARMERSVILLE ISD



JEFF ADAMS
Title:

COLLIN COUNTY



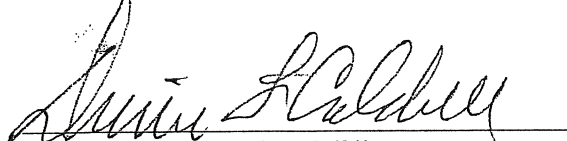
KEITH SELF, County Judge

COLLIN COUNTY CCD



**KEN LYNN, CPA, acting Vice President
of Administrative Services and Chief
Financial Officer**

PURCHASER:



DURRIE L. CALDWELL

AFFILIATED BUSINESS ARRANGEMENT DISCLOSURE STATEMENT NOTICE TO PARTIES

(Pursuant to 24CFR3500, Appendix "D")

To: Buyer/Borrower: Durrie L Caldwell
 P.O. Box 812
 Princeton, TX 75407

 Seller: Farmersville ISD
 501A State Highway 78 N
 Farmersville, TX 75442

Collin County

Collin County CCD

From: Capital Title of Texas, LLC

Property: Being 10.1100 acres of land out of an 81.006 acre tract of land in the Smallwood Owens Survey (678), Block 2, Tract 21, Collin County, Texas as recorded in Volume 789, Page 64, of the Collin County Deed Records.

Date: December 28, 2016

This is to give you notice that CAPITAL TITLE OF TEXAS, LLC ("CTOT"), has a business relationship with PREMIER SURVEYING, LLC, WILLOWBEND MORTGAGE, WILLOW BEND COMMERCIAL CAPITAL, SHADDOCK & ASSOCIATES, PC, CAPITAL NATIONAL FINANCIAL, INC. CAMBRIDGE INSURANCE AGENCY, LLC, UNITED TAX SERVICE, SAFEPOINT SECURITY, LLC, TEXAS CAPITAL TITLE, LLC and UNITED E-RECORDING, LLC, (referred to collectively as "ENTITES"), 2400 N. Dallas Parkway, Suite 560, Plano, Texas 75287, (972) 682-2719. CTOT routinely obtains Surveys, Tax Certificates, Insurance and e-Recording Services from the above entities; the charge for these settlement services is paid by the parties to the transaction; that charge is collected by CTOT at closing and paid by CTOT to United. The owner of the above entities is William C. Shaddock, who, in addition to being indirectly involved with CTOT as an owner, is also its President, CEO and a Director. Because of this relationship, the referral of business to the above entities by CTOT may provide CTOT with a financial or other benefit.

Notice is also given that CTOT has a business relationship with First National Title Insurance Company ("FNTI"), which is a title insurance underwriting company. The owner of CTOT is also the owner of FNTI. Because of this relationship, the referral of business to FNTI by CTOT may provide CTOT with financial or other benefit. The premium charges made by FNTI are in accordance with the premium rates promulgated by the Texas Department of Insurance.

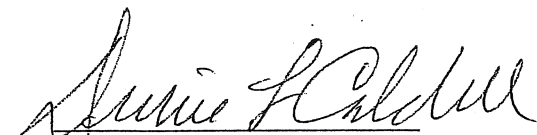
Set forth below is the estimated charge or range of charges for the settlement services listed. You are NOT required to use the listed provider as a condition for the purchase, sale or refinance of the subject property.

THERE ARE FREQUENTLY OTHER SETTLEMENT SERVICE PROVIDERS AVAILABLE WITH SIMILAR SERVICES. YOU ARE FREE TO SHOP AROUND TO DETERMINE THAT YOU ARE RECEIVING THE BEST SERVICES AND THE BEST RATE FOR THESE SERVICES.

United Tax Service, Inc.	Range of Estimated charges:	\$ 59.80- 79-80
United E-Recording, LLC	Range of Estimated charges	\$4.00 to 10.00 per recorded document
Premier Surveying, LLC	Range of Estimated charges	
Cambridge Insurance Agency, LLC		
Willowbend Mortgage		
Capital National Financial, Inc.		
Shaddock & Associates, PC		
SafePoint Security, LLC		
Willow Bend Commercial Capital		
Texas Capital Title, LLC		

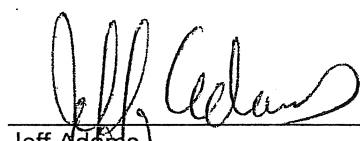
I/we have read this disclosure form and understand that CTOT is referring me/us to purchase the above-described settlement service and may receive a financial or other benefit as a result of this referral.

Buyer

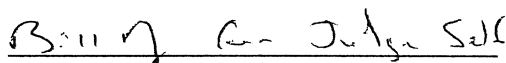

Durrie L. Caldwell

Seller

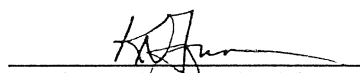
Farmersville ISD


Jeff Adams
Title:

Collin County


Keith Self, County Judge

Collin County CCD


Ken Lynn, CPA, Acting Vice President of
Administrative Services and Chief Financial Officer

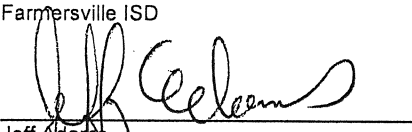
B. Type of Loan				
1. ☐ FHA 2. ☐ FmHA 3. ☐ Conv Unins 4. ☐ VA 5. ☐ Conv Ins. 6. ☐ Seller Finance 7. ☒ Cash Sale		6. File Number 16-284814-MM	7. Loan Number	8. Mortgage Ins Case Number
C. Note: This form is furnished to give you a statement of actual settlement costs. Amounts paid to and by the settlement agent are shown. Items marked "(p.o.c.)" were paid outside the closing; they are shown here for informational purposes and are not included in the totals.				
D. Name & Address of Borrower Forest Grove Invesmtents, LLC, Intermediary for Durrie L. Caldwell P.O. Box 812 Princeton, TX 75407		E. Name & Address of Seller Farmersville ISD 501A State Highway 78 N Farmersville, TX 75442 See Addendum		F. Name & Address of Lender
G. Property Location 10.1100 acres in the Smallwood Owens Survey #678, Collin County 1900 E. Audie Murphy Pkwy Farmersville, TX 75442		H. Settlement Agent Name Capital Title of Texas, LLC- McKinney McWilliams 2713 Virginia Parkway #100 McKinney, TX 75071 Tax ID: 75-2848550 Underwritten By: First National Title Insurance Company		
		Place of Settlement Capital Title of Texas, LLC- McKinney McWilliams 2713 Virginia Parkway #100 McKinney, TX 75071		I. Settlement Date 12/28/2016 Fund:
J. Summary of Borrower's Transaction		K. Summary of Seller's Transaction		
100. Gross Amount Due from Borrower		400. Gross Amount Due to Seller		
101. Contract Sales Price	\$100,000.00	401. Contract Sales Price	\$100,000.00	
102. Principal Reduction		402. Personal Property		
103. Settlement Charges to Borrower	\$2,764.80	403.		
104.		404.		
105. TCEQ Lien \$230,000.00 POC Buyer		405.		
Adjustments for items paid by seller in advance		Adjustments for items paid by seller in advance		
106. Annual Assessments 1		406. Annual Assessments 1		
107. City Property Taxes		407. City Property Taxes		
108. County Property Taxes		408. County Property Taxes		
109. Other		409. Other		
110. Mud Notices		410. Mud Notices		
111. School Property Taxes		411. School Property Taxes		
112.		412.		
113.		413.		
114.		414.		
115.		415.		
116.		416.		
120. Gross Amount Due From Borrower	\$102,764.80	420. Gross Amount Due to Seller	\$100,000.00	
200. Amounts Paid By Or in Behalf Of Borrower		500. Reductions in Amount Due to Seller		
201. Deposit or Earnest Money		501. Excess Deposit		
202. Principal Amount of New Loan(s)		502. Settlement Charges to Seller (line 1400)		
203.		503. Existing Loan(s) Taken Subject to		
204.		504.		
205. 1031 Proceeds from Forest Grove	\$102,764.80	505.		
206.		506. Proceeds of sale to Gay, McCall, Isaacks	\$100,000.00	
207.		507.		
208.		508.		
209.		509.		
Adjustments for items unpaid by seller		Adjustments for items unpaid by seller		
210. Annual Assessments 1		510. Annual Assessments 1		
211. City Property Taxes		511. City Property Taxes		
212. County Property Taxes		512. County Property Taxes		
213. Other		513. Other		
214. Mud Notices		514. Mud Notices		
215. School Property Taxes		515. School Property Taxes		
216.		516.		
217.		517.		
218. No Tax Prorations		518. No Tax Prorations		
219.		519.		
220. Total Paid By/For Borrower	\$102,764.80	520. Total Reduction Amount Due Seller	\$100,000.00	
300. Cash At Settlement From/To Borrower		600. Cash At Settlement To/From Seller		
301. Gross Amount due from borrower (line 120)	\$102,764.80	601. Gross Amount due to seller (line 420)	\$100,000.00	
302. Less amounts paid by/for borrower (line 220)	\$102,764.80	602. Less reductions in amt. due seller (line 520)	\$100,000.00	
303. Cash Borrower	\$0.00	603. Cash Seller	\$0.00	
Section 5 of the Real Estate Settlement Procedures Act (RESPA) requires the following: • HUD must develop a Special Information Booklet to help persons borrowing money to finance the purchase of residential real estate to better understand the nature and costs of real estate settlement services; • Each lender must provide the booklet to all applicants from whom it receives or for whom it prepares a written application to borrow money to finance the purchase of residential real estate; • Lenders must prepare and distribute with the Booklet a Good Faith Estimate of the settlement costs that the borrower is likely to incur in connection with the settlement. These disclosures are mandatory.		Section 4(a) of RESPA mandates that HUD develop and prescribe this standard form to be used at the time of loan settlement to provide full disclosure of all charges imposed upon the borrower and seller. These are third party disclosures that are designed to provide the borrower with pertinent information during the settlement process in order to be a better shopper. The Public Reporting Burden for this collection of information is estimated to average one hour per response, including the time for reviewing instructions searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. This agency may not collect this information, and you are not required to complete this form, unless it displays a currently valid OMB control number. The information requested does not lend itself to confidentiality.		

L. Settlement Charges					Paid From Borrower's Funds at Settlement	Paid From Seller's Funds at Settlement
700. Total Sales/Broker's Commission based on price	\$100,000.00	@ % =	\$0.00	Division of Commission (line 700) as follows:		
701.	to					
702.	to	Caldwell Fisher Realty, LLC				
703. Commission Paid at Settlement					\$0.00	\$0.00
704. The following persons, firms or	to					
705. corporations received a portion	to					
706. of the real estate commission amount	to					
707. shown above:	to					
800. Items Payable in Connection with Loan						
801. Loan Origination Fee	%	to				
802. Loan Discount	%	to				
803. Appraisal Fee		to				
804. Credit Report		to				
805. Lender's Inspection Fee		to				
806. Mortgage Insurance Application		to				
807. Assumption Fee		to				
900. Items Required by Lender To Be Paid in Advance						
901. Interest from	12/28/2016	to	1/1/2017	@ \$0/day		
902. Mortgage Insurance Premium for	months	to				
903. Hazard Insurance Premium for	years	to				
1000. Reserves Deposited With Lender						
1001. Hazard Insurance	months @		per month			
1002. Mortgage Insurance	months @		per month			
1003. Annual Assessments 1	months @		per month			
1004. City Property Taxes	months @		per month			
1005. County Property Taxes	months @		per month			
1006. Mud Notices	months @		per month			
1007. Other	months @		per month			
1008. School Property Taxes	months @		per month			
1011. Aggregate Adjustment						
1100. Title Charges						
1101. Settlement or Closing Fee	to	McWilliams & Thompson			\$500.00	
1102. Abstract or Title Search	to					
1103. Title Examination	to					
1104. Title Insurance Binder	to					
1105. Document Preparation	to					
1106. Notary Fees	to					
1107. Attorney's Fees	to					
(includes above items numbers:		)				
1108. Title Insurance	to	Capital Title of Texas			\$2,149.00	
(includes above items numbers:		)				
1109. Lender's coverage	\$0.00/\$0.00					
1110. Owner's coverage	\$330,000.00/\$2,149.00					
1111. Copy Fee	to	McWilliams & Thompson			\$15.00	
1112. Courier Fee	to	McWilliams & Thompson				
1113. State of Texas Policy Guaranty Fee	to	Texas Title Insurance Guaranty Association			\$3.00	\$0.00
1114. 60% of Title Premium	to	McWilliams & Thompson				
1200. Government Recording and Transfer Charges						
1201. Government Recording Charges	Deed \$38.00 ; Mortgage ; Rel	to McWilliams & Thompson			\$38.00	
1202. City/county tax/stamps	Deed ; Mortgage	to				
1203. State tax/stamps	Deed ; Mortgage	to				
1204. Tax Certificate	to	United Tax Service, Inc.			\$59.80	
1205. E Recording Fee	to	United eRecording				
1300. Additional Settlement Charges						
1301. Survey	to					
1302. Pest Inspection	to					
1303. HOA	to					
1400. Total Settlement Charges (enter on lines 103, Section J and 502, Section K)					\$2,764.80	

I have carefully reviewed the HUD-1 Settlement Statement and to the best of my knowledge and belief, it is a true and accurate statement of all receipts and disbursements made on my account or by me in this transaction. I further certify that I have received a completed copy of pages 1, 2 and 3 of this HUD-1 Settlement Statement.

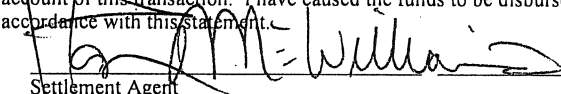
Forest Grove Investments, LLC, Intermediary for Durrie L. Caldwell


Frank Kerby, Member or
John W. Kerby, Member

Farmersville ISD

Jeff Adams
Title:

APPROVED:

Durrie L. Caldwell

SETTLEMENT AGENT CERTIFICATION
The HUD-1 Settlement Statement which I have prepared is a true and accurate account of this transaction. I have caused the funds to be disbursed in accordance with this statement.
 12-29-16
Settlement Agent Date
Warning: It is a crime to knowingly make false statements to the United States on this or any other similar form. Penalties upon conviction can include a fine and imprisonment. For details see: Title 18 U.S. Code Section 1001 and Section 1010.

Addendum to HUD Settlement Statement	
Additional Buyers/Borrowers & Sellers	
I have carefully reviewed the HUD-1 Settlement and to the best of my knowledge and belief, it is a true and accurate statement of all receipts and disbursements made on my account or by me in this transaction. I further certify that I have received a completed copy of pages 1, 2 and 3 of this HUD-1 Settlement Statement.	
Section D – Additional Buyers/Borrowers	Section E – Additional Sellers
	Collin County
	,
	Collin County
	<u>Keith Self, County Judge</u> <i>County Administrator</i>
	Collin County CCD
	,
	Collin County CCD
	<u>Ken Lynn, CPA, Acting Vice President of Administrative Services and Chief Financial Officer</u>

Seller Forwarding Address Notice

Date: December 28, 2016

Seller:	Farmersville ISD, Collin County, Collin County CCD
Property Address:	1900 E. Audie Murphy Pkwy, Farmersville, TX 75442
Escrow Agent:	Capital Title of Texas, LLC

We, the undersigned Sellers, do hereby verify and confirm the following contact information:

Contact Information Prior to Closing:

501A State Highway 78N
Farmersville, TX 75442

Contact Information after Closing:

New information (below) effective date: _____

Address: ☐ Same as Above

Home Phone: _____

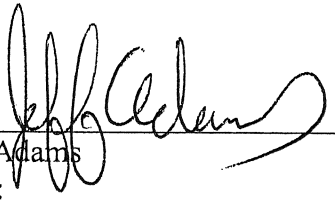
Cell Phone: _____

Business: _____

Fax Number: _____

Email: _____

Farmersville ISD



Jeff Adams
Title:

Seller Forwarding Address Notice

Date: December 28, 2016

Seller:	Farmersville ISD, Collin County, Collin County CCD
Property Address:	1900 E. Audie Murphy Pkwy, Farmersville, TX 75442
Escrow Agent:	Capital Title of Texas, LLC

We, the undersigned Sellers, do hereby verify and confirm the following contact information:

Contact Information Prior to Closing:

Contact Information after Closing:

New information (below) effective date: _____

Address: ☐ Same as Above

Home Phone: _____

Cell Phone: _____

Business: _____

Fax Number: _____

Email: _____

Collin County

Keith Self, County Judge S-15
Keith Self, County Judge