

COMPROMISE SETTLEMENT AGREEMENT AND MUTUAL RELEASE

This Compromise Settlement Agreement and Mutual Release (hereinafter referred to as this "Agreement" or "Settlement Agreement") is entered as of October 14, 2022 (the "Effective Date") by, among, and between Homeowner's Association of Hogan's Glen, Inc. (hereinafter referred to as "HGHOA"), and Midtown Development, Inc., Trophy Club Town Center, LLC, Trophy Club Town Center Association, Inc.; JSB Properties, L.P.; JLIS, LLC; Beck Properties Trophy Club, L.P.; Beck Properties Development-I, L.P.; Beck Properties Trophy Club Development 1, L.P.; NAP Trophy Club, L.P.; NAP Southwest, L.P.; North American Properties, Inc.; Trophy Club Holdings, LLC; Trophy Club Town Center Townhome Community, Inc.; CB Jeni Trophy Club, LLC; GRBK Edgewood, LLC; Quasar Hotels LLC; North Texas Contracting, Inc.; Michael F. Twichell, L.P.; ICS Commercial, L.P.; Vilhauer Enterprises, LLC; and Merit Professional Services, LLC (hereinafter referred to collectively as "Defendants") (collectively, the HGHOA and Defendants shall be referred to as "Parties," and any of them individually as a "Party").

RECITALS

WHEREAS, HGHOA alleged that some or all of the Defendants, as a part of their work, ownership, or development on the PD 30 Development a/k/a Trophy Club Town Center as more particularly described on **Exhibit A** attached hereto ("Project"), caused or contributed to the alleged damages to the property owned by HGHOA, including but not limited to siltation of the ponds maintained by the HGHOA in common areas of the Hogan's Glen subdivision (the "Alleged Damages").

WHEREAS, each of the Defendants dispute and deny that any of them is liable for any of the Alleged Damages;

WHEREAS, HGHOA filed a lawsuit in the District Courts of Denton County, Cause No. 20-4154-367, originally in the 367th Judicial District but later transferred to the 431st Judicial District, asserting causes of action against Defendants for the Alleged Damages (the "Lawsuit").

WHEREAS, subject to the terms and conditions of this Agreement, HGHOA, on one hand, and the Defendants, on the other hand (but also *inter se*), only to buy peace and to limit the hazards, expenses, uncertainties, and inconveniences of litigation while still disputing and denying the allegations set forth in the Lawsuit and liability for the Alleged Damages, now wish to provide for the full and final settlement and resolution of all differences among themselves, and to provide for the resolution of all past, present and future claims, disputes and alleged causes of action, known or unknown, fixed or contingent, liquidated or unliquidated, in relation to one another with regard to their obligations arising from, related to, and/or connected with the allegations set forth in the Lawsuit and the liability for the Alleged Damages arising out of the existing site work or construction on the Project performed or otherwise in existence prior to the date of this Agreement, except as hereinafter expressly provided.

NOW THEREFORE, for and in consideration of the foregoing premises and the mutual covenants hereinafter set forth, the receipt and sufficiency of which are hereby mutually acknowledged and confessed, the Parties agree as follows:

ARTICLE I
PAYMENT

In consideration of the recitals, terms, conditions, and agreements stated in this Settlement Agreement, the receipt and sufficiency of which are hereby acknowledged and confessed, the Parties agree as follows:

1.1 **Payment.** Defendants, on a several basis in the amounts set forth below, agree to pay, and HGHOA agrees to accept from Defendants, payment in the total sum of THREE HUNDRED THOUSAND AND NO/100 DOLLARS (\$300,000.00) (the "Settlement Funds"). Defendants on a several basis agree to cause the Settlement Funds to be paid to HGHOA as follows:

- i. NAP Trophy Club, L.P., NAP Southwest, L.P., North American Properties, Inc., Trophy Club Holdings, LLC, Vilhauer Enterprises, LLC, Trophy Club Town Center, LLC, and North Texas Contracting, Inc., shall pay or cause to be paid \$215,000.00;
- ii. Midtown Development, Inc., Trophy Club Town Center Association, Inc., JSB Properties, L.P., JLIS, LLC, Beck Properties Trophy Club, L.P., Beck Properties Development-I, L.P., Beck Properties Trophy Club Development 1, L.P., (the "Beck Entities"), by and through their insurer, shall pay or cause to be paid \$25,000.00;
- iii. GRBK Edgewood, LLC, CB Jeni Trophy Club, LLC, and Trophy Club Town Center Townhome Community, Inc., shall pay or caused to be paid \$5,000.00;
- iv. Merit Professional Services, LLC, shall pay or cause to be paid \$25,000.00;
- v. ICS Commercial, L.P. and Michael F. Twichell, L.P., by and through their insurer, shall pay or cause to be paid \$25,000.00;
- vi. Quasar Hotels LLC, shall pay or caused to be paid \$5,000.00.

1.2 Each of Defendants promises, covenants, and agrees to pay its respective share of the Settlement Funds to HGHOA, within 10 business days after HGHOA delivers to each of Defendants a fully executed original of this Settlement Agreement and a completed W-9 by HGHOA to each of Defendants.

1.3 Each of the Parties acknowledges that the benefits that each derives from this Settlement Agreement are good and valuable consideration, irrespective of the value or benefit any of the other of the Parties derive.

ARTICLE II RELEASES

2.1 **"Released Parties"** shall include Defendants and each of their respective successors, affiliates, parent companies, subsidiaries, predecessors, assigns, owners, officers, managers, members, principals, directors, shareholders, partners, trustees, representatives, agents, employees, attorneys, adjusters, and insurers (specifically including, but not limited to, James River Insurance Company), as well as any engineers including but not limited to Stantec Architecture Inc.; Stantec Consulting Services Inc.; or any of their affiliated or related entities (collectively, "Engineers").

2.2 **Mutual Release.** HGHOA, including but not limited to anyone claiming by, through, or under HGHOA, fully, finally, and forever releases, acquits, and forever discharges the Released Parties of and from any and all past, present and future claims, demands, causes of action, rights to relief, debts, damages, losses, liabilities, restrictions, obligations, and rights of any kind, in law or in equity, known or unknown, fixed or contingent, liquidated or unliquidated, choate or inchoate, which HGHOA, including but not limited to anyone claiming by, through, or under HGHOA, has, had, alleges, may, and/or might have against any of the Released Parties, including but not limited to those arising from, related to, or connected with, whether directly or indirectly, (i) any construction work performed on the Project prior to the date of this Agreement, (ii) site work or construction on the Project prior to the date of this Agreement, (iii) the general construction, development and/or operation of the Project prior to the date of this Agreement, including, but not limited to, siltation claims, water runoff claims, or any damages related in anyway thereto, (iv) the allegations alleged in and/or that could have been alleged in the Lawsuit, (v) the Alleged Damages, and/or (vi) the Project, siltation claims, water runoff claims, and/or any claims related in anyway thereto (collectively, the "Released Matters"). This release does not include any Released Matters that had not accrued in whole or in part prior to the Effective Date of this Agreement or any claims that accrue in whole from work or construction on the Project that takes place after the Effective Date of this Agreement. As of the Effective Date of this Agreement, HGHOA represents and warrants that HGHOA is aware of no such claims against any of the Released Parties. The foregoing does not release or otherwise affect claims by property owners or residents or members in the Hogan's Glen subdivision related to their respective properties (collectively, the "HG Property Owners"). The foregoing release of the Released Parties' adjusters and/or insurers is limited to the adjuster's or insurer's capacity as adjuster or insurer for the Released Parties only and only regarding the Released Matters with respect to the claims brought by the HGHOA or that the HGHOA could have brought. As of the Effective Date, HGHOA represents and warrants that HGHOA is aware of no Released Matters besides the Released Matters against any of the Released Parties.

This following release only extends to the mirror-image of the Released Matters of HGHOA (including with respect to common areas in the Hogan's Glen subdivision), including but not limited to anyone claiming by, through, or under HGHOA, and does not release or otherwise affect claims against the HG Property Owners. Except as excluded above, each of the Defendants severally, fully, finally, and forever releases, acquits, and forever discharges the HGHOA and its assigns, successors, agents, servants, employees, legal representatives, board

members, attorneys, and insurers, from any and all past, present or future claims, demands, causes of action, and rights of any kind, in law or in equity, known or unknown, fixed or contingent, liquidated or unliquidated, choate or inchoate, which any of the Defendants have against HGHOA arising directly or indirectly out of the Project, siltation claims, water runoff claims, or any claims related in anyway thereto; provided, however, if any of the Released Parties is sued as to any Released Matters by a Party or any other claiming by, through, and/or under such Party that released such Released Party, then such Released Party shall not be bound by such release and shall be entitled to assert any and all claims, causes of action, rights to relief, and/or defenses against the Party, Parties, or any other claiming by, through, and/or under any of the foregoing suing such Released Party. As of the Effective Date, each of Defendants severally warrant and represent that such Defendant is aware of no Released Matters against HGHOA.

Each of the Parties severally, fully, finally, forever, mutually and reciprocally releases, acquits, and forever discharges each of the other Parties and Released Parties from any and all past, present and future claims, demands, causes of action, rights to relief, debts, damages, losses, liabilities, restrictions, obligations, and rights of any kind, in law or in equity, known or unknown, fixed or contingent, liquidated or unliquidated, choate or inchoate, including but not limited to the Released Matters, that were or could have been asserted in and/or on account of this Lawsuit; subrogation claims; contribution claims; additional insured status claims; indemnity claims; claims for attorney's fees, expert witness fees, costs, and any other expenses of defense or obligations; and/or claims for breach of express or implied warranties that accrued in whole or in part: (1) arising from, related to, connected with, on account of, and/or as a result of the Lawsuit, Alleged Damages, any other of the Released Parties, and/or any of the Released Matters; and/or (2) on or before the Effective Date.

2.2.1 Reservations:

2.2.1.1 The Beck Entities expressly reserve any claims or rights associated with the "Assignment of Homeowners Association of Hogan's Glen, Inc." dated October 16, 2006 and the "Unanimous Written Consent of the Board of Directors of Homeowners Association of Hogan's Glen, Inc." dated October 16, 2006, which are not otherwise associated or released pursuant to Paragraph 2.2 above.

2.3 **Covenant not to Sue and Indemnity.** HGHOA, and any other claiming by, through, and/or under HGHOA, promises, covenants, and agrees that HGHOA and any other claiming by, through, and/or under HGHOA, shall not claim, file suit, and/or seek recovery against any of the Released Parties for: (1) any of the Released Matters; and/or (2) any act, omission, representation, non-disclosure, and/or anything else that occurred or did not occur, and/or that accrued in whole or in part, on or before the Effective Date. Each of the Defendants, severally, promises, covenants, and agrees that such Defendant, and any other claiming by, through, and/or under such Defendant, shall not claim, file suit, and/or seek recovery against the HGHOA or any other Defendant for: (1) any of the Released Matters; and/or (2) any act, omission, representation, non-disclosure, and/or anything else that occurred or did not occur, and/or that accrued in whole or in part, on or before the Effective Date.

EACH PARTY, ON A SEVERAL BUT NOT JOINT BASIS, AGREES TO FULLY INDEMNIFY, HOLD HARMLESS AND DEFEND EACH OF THE OTHER PARTIES AND RELEASED PARTIES FROM AND AGAINST ANY AND ALL RELEASED MATTERS FOR WHICH SUCH PARTY RELEASED, REGARDLESS OF WHETHER CAUSED IN WHOLE OR IN PART BY THE NEGLIGENCE OF THE INDEMNIFYING PARTY.

2.4 **Conveyance.** Contemporaneously with their execution of this Agreement, the Beck Entities shall execute, or cause to be executed, and provide to HGHOA for recording in the Denton County deed records a deed in the form of **Exhibit B** attached hereto and effective as of the Effective Date. HGHOA and the Beck Entities agree to reserve any and all duties, covenants, and/or restrictions regarding any plaques and/or statues made part of or located on the property described in **Exhibit B**, including but not limited to the Hogan's Glen Wall and Plaque and the Spyglass Court Pillars and Plaques.

ARTICLE III **DISMISSAL**

3.1 Upon receipt of all Settlement Funds and in further consideration of the payment described in Section 1.1 above and the mutual agreements made a part of this Settlement Agreement, the Parties agree to enter into and file the agreed motion (the "Motion") and order ("Order") to dismiss in the form attached hereto as **Exhibits C and D**. The Parties agree to sign and file the Motion and submit the Order within 10 business days after this Agreement is fully executed, and make best efforts to have the Court render and sign the Order as soon as possible after submission.

ARTICLE IV **MISCELLANEOUS**

4.1 **Recitals Incorporated.** The above and foregoing recitals are not merely recitals, are contractual in nature, and are hereby incorporated herein and made a part of this Agreement as if restated in full.

4.2 **Entitlement to Claims.** Each Party warrants and represents that it is the owner of the claims being released herein or in connection herewith. Each Party further warrants and represents that it has not sold, assigned, pledged, transferred, or otherwise encumbered or disposed of any interest, right, claim and/or entitlement in or to said claims or any part thereof. HGHOA represents and warrants that it has the authority to enter into this Agreement and that it has no knowledge of any claims asserted for damages by any member of HGHOA (including any related to common areas in the Hogan's Glen subdivision) that are independent damages from those matters resolved in and/or released by this Agreement, including but not limited to Released Matters.

4.3 **Entire Agreement.** This Agreement contains the entire and complete understanding and agreement of the Parties and supersedes any prior written or oral agreements among them concerning the subject matter contained herein. There are no representations, agreements,

promises, warranties, conditions, arrangements, or understandings, oral or written, among the Parties relating to the subject matter contained in this Agreement, which are not fully expressed herein. The right to rely on any oral or written statement of any Party or any failure of any Party to state any fact is expressly waived and released. Each Party waives and disclaims reliance upon anything whatsoever other than what is contained expressly in writing in this Agreement.

4.4 No Admission. By entering into this Agreement, no Party admits any liability to any other Party on account of any matter covered by this Agreement in any way whatsoever. The Parties enter into this Agreement solely for the purpose of compromise and settlement, to buy peace, and to avoid and reduce the hazards, expenses, and uncertainties of litigation. Each Party acknowledges that the other Parties have denied and continue to deny all allegations made by any other Party in made the subject of this Agreement, and the payment of the above-described amount shall not be deemed or construed to be an admission of liability by any of the Parties or an admission of the truthfulness of any of the allegations made by the other Parties but, rather, that said actions have been taken in order to avoid the expense and inconvenience of litigation.

4.5 Assignment. Neither this Agreement, nor any interest herein, shall be assignable by any Party without the prior written consent of the other Parties. This Agreement and the releases hereby granted are personal to the Parties and are not intended to create any right in any person who is not a party to this Agreement; provided, however, the Released Parties are express third-party beneficiaries of this Agreement.

4.6 Costs. Each Party shall bear and pay such Party's attorney fees, costs, and expenses arising from, related to and/or connection with the Lawsuit and/or this Agreement.

4.7 Default. If any of the Defendants fail to pay their respective share of the Settlement Funds, then HGHOA shall give written notice of the same to all Defendants. Within 10 business days of receipt of such written notice, any Defendant shall be entitled, but not have the obligation, to pay and thus cover the failure of another Defendant to pay such other Defendant's respective share of the Settlement Funds. No Defendant other than the Defendant that failed to pay its respective share of the Settlement Funds shall be liable for a breach of this Agreement.

4.8 Investigation. Each Party represents that it has made a full and complete investigation of the circumstances surrounding the subject matter of this Agreement, that it has adequate knowledge of all facts involved therein, that it had the opportunity to consult legal counsel of its choice before executing this Agreement, and that in making this Agreement has not relied upon any statements or representations pertaining to this matter by any of the other Parties or any person or persons representing them that are not written in this Agreement.

4.9 Governing Law. This Agreement, and the rights and liabilities of the Parties, shall be governed by and construed under and with the laws of the State of Texas without reference to choice-of-law rules.

4.10 Successors and Assigns. Subject to the restrictions against assignment as herein contained, this Agreement and all releases, promises, undertakings, agreements, representations, acknowledgments, statements or other actions made or taken by any of the Parties shall be binding upon and inure to the benefit of the Parties, their predecessors, assigns, successors in

interest, personal representatives, their past and present attorneys, principals, employees, independent contractors, officers, directors, shareholders, parents, subsidiaries, agents, servants, estates, heirs, administrators, executors, conservators, trustees, legatees, and other affiliated entities of each of the Parties.

4.11 Modification. This Agreement may not be altered, modified, or changed in any manner except by a writing signed by the Parties to be charged with the modification.

4.12 Waiver. No breach of any provision of this Agreement can be waived unless said breach is waived in writing by each non-breaching party affected by the breach. Waiver of the breach of any of the provisions of this Agreement shall not be deemed to be a waiver of any other breach of the same or any other provision of this Agreement.

4.13 Severability. If any term, provision, covenant or condition of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, then the remainder of this Agreement shall nevertheless survive and remain in full force and effect and shall in no way be affected, impaired or invalidated. The Parties shall renegotiate in good faith the failed provision so as to effectuate the purpose of and to conform to the law regarding such provision. Each Party waives any claim and/or defense to the formation and/or enforceability of this Agreement.

4.14 Legal Capacity. Each Party represents and warrants that it has the right, power, legal capacity, and authority to enter into and perform the obligations under this Agreement and that no further approval or consent of any person or entity is necessary for it to enter into and perform the obligations contained in this Agreement.

4.15 Further Assurances. Each Party represents and warrants that it shall do all acts and execute and deliver all documents reasonably necessary, convenient or desirable to effectuate the terms and purposes of this Agreement, and agree to extend reasonable cooperation and to act at all times in good faith in executing any and all such documents and in taking such additional actions as may be reasonably necessary or appropriate to give full force and effect to the terms and intent of this Agreement.

4.16 No Presumption. It shall be presumed that each Party jointly drafted this Agreement, and no other presumption of any kind shall inure or apply with regard thereto or concerning the interpretation or construction of this Agreement in the event of any ambiguities.

4.17 Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and all of which together shall be deemed to be one and the same instrument. All counterparts so executed shall constitute one agreement binding upon all Parties, notwithstanding that all Parties are signatory to the original or the same counterpart. A copy of this Agreement or a signature hereupon shall be afforded the same force, effect, and dignity as an original under the law and rules of evidence.

3.18 Non-Recital. It is expressly understood and agreed that the terms of this Agreement are contractual and not merely recitals.

3.19 Effective Date. This Agreement shall be effective as of the date first mentioned above.

Homeowner's Association of Hogan's Glen, Inc.

By: Pat Currie
Name: PAT CURRIE
Title: PRESIDENT, HOGAN'S GLEN HOA

Midtown Development, Inc.

By: _____
Name: _____
Title: _____

Trophy Club Town Center, LLC

By: _____
Name: _____
Title: _____

Trophy Club Town Center Association, Inc.

By: _____
Name: _____
Title: _____

JSB Properties, L.P.

By: _____
Name: _____
Title: _____

JLIS, LLC

By: _____
Name: _____
Title: _____

Beck Properties Trophy Club, L.P.

By: _____
Name: _____
Title: _____

Homeowner's Association of Hogan's Glen, Inc.

By: _____
Name: _____
Title: _____

Midtown Development, Inc.

By: Jeffrey L Beck
Name: Jeffrey L Beck
Title: President

Trophy Club Town Center, LLC

By: Trophy Club Town Center manager, Inc.

By: Scott N Beck
Name: Scott N Beck
Title: Vice President

Trophy Club Town Center Association, Inc.

By: Scott N Beck
Name: Scott N Beck
Title: President

JSB Properties, L.P.

By: Jeffrey L Beck
Name: Jeffrey L Beck
Title: Manager

JLIS, LLC

By: Jeffrey L Beck
Name: Jeffrey L Beck
Title: President

Beck Properties Trophy Club, L.P.

By: Beck Properties Trophy Club, L.P.

By: Jeffrey L Beck
Name: Jeffrey L Beck
Title: President

Beck Properties Development-I, L.P.

By: Beck Management, Inc.

By:

Name: Jeffrey L Beck

Title: President

Beck Properties Trophy Club Development 1, L.P.

By: Beck Properties Communities, Inc.

By:

Name: Jeffrey L Beck

Title: President

NAP Trophy Club, L.P.

By:

Name:

Title:

NAP Southwest, L.P.

By:

Name:

Title:

North American Properties, Inc.

By:

Name:

Title:

Trophy Club Holdings, LLC

By:

Name:

Title:

Beck Properties Development-I, L.P.

By: _____
Name: _____
Title: _____

Beck Properties Trophy Club Development 1, L.P.

By: _____
Name: _____
Title: _____

NAP Trophy Club, L.P.

By: Trophy Club GP LLC, It's General Partner

By: _____
Name: Kevin P. Riley
Title: Vice President, Treasurer, Secretary

NAP Southwest, L.P.

By: NAP Southwest GP LLC, It's General Partner

BY: NAP Investments Management Company, Inc., It's Manager

By: _____
Name: Kevin P. Riley
Title: Treasurer & Secretary

North American Properties, Inc.

By: _____
Name: Kevin P. Riley
Title: Treasurer & Secretary


Trophy Club Holdings, LLC

By: NAP Southwest GP LLC, It's General Partner


By: NAP Investments Management Company, Inc., It's Manager

By: _____
Name: Kevin P. Riley
Title: Treasury & Secretary


Trophy Club Town Center Townhome Community, Inc.

By: 
Name: Neal Suit
Title: EVP & General Counsel

CB Jeni Trophy Club, LLC

By: 
Name: Neal Suit
Title: EVP & General Counsel

GRBK Edgewood, LLC

By: 
Name: Neal Suit
Title: ~~Exec~~ EVP & General Counsel

Quasar Hotels, LLC

By: _____
Name: _____
Title: _____

North Texas Contracting, Inc.

By: _____
Name: _____
Title: _____

Michael F. Twichell, L.P.

By: _____
Name: _____
Title: _____

Trophy Club Town Center Townhome Community, Inc.

By: _____
Name: _____
Title: _____

CB Jeni Trophy Club, LLC

By: _____
Name: _____
Title: _____

GRBK Edgewood, LLC

By: _____
Name: _____
Title: _____

Quasar Hotels, LLC

By: Raj Chudasama
Name: Raj Chudasama
Title: Authorized Agent

North Texas Contracting, Inc.

By: _____
Name: _____
Title: _____

Michael F. Twichell, L.P.

By: _____
Name: _____
Title: _____

Trophy Club Town Center Townhome Community, Inc.

By: _____
Name: _____
Title: _____

CB Jeni Trophy Club, LLC

By: _____
Name: _____
Title: _____

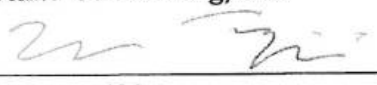
GRBK Edgewood, LLC

By: _____
Name: _____
Title: _____

Quasar Hotels, LLC

By: _____
Name: _____
Title: _____

North Texas Contracting, Inc.

By:  _____
Name: Zach Fusilier
Title: Vice President

Michael F. Twichell, L.P.

By: _____
Name: _____
Title: _____

Trophy Club Town Center Townhome Community, Inc.

By: _____
Name: _____
Title: _____

CB Jeni Trophy Club, LLC

By: _____
Name: _____
Title: _____

GRBK Edgewood, LLC

By: _____
Name: _____
Title: _____

Quasar Hotels, LLC

By: _____
Name: _____
Title: _____

North Texas Contracting, Inc.

By: _____
Name: _____
Title: _____

Michael F. Twichell, L.P.

By: _____
Name: MICHAEL F. TWICHELL
Title: PRESIDENT

ICS Commercial, L.P.

By: 

Name: MICHAEL F. TWICHELL

Title: PRESIDENT

Vilhauer Enterprises, LLC

By: _____

Name: _____

Title: _____

Merit Professional Services, LLC

By: _____


Name: _____

Title: _____

ICS Commercial, L.P.

By: _____
Name: _____
Title: _____

Vilhauer Enterprises, LLC

By:  _____
Name: Brent Vilhauer
Title: Authorized Representative

Merit Professional Services, LLC

By: _____
Name: _____
Title: _____

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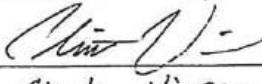
ICS Commercial, L.P.

By: _____
Name: _____
Title: _____

Vilhauer Enterprises, LLC

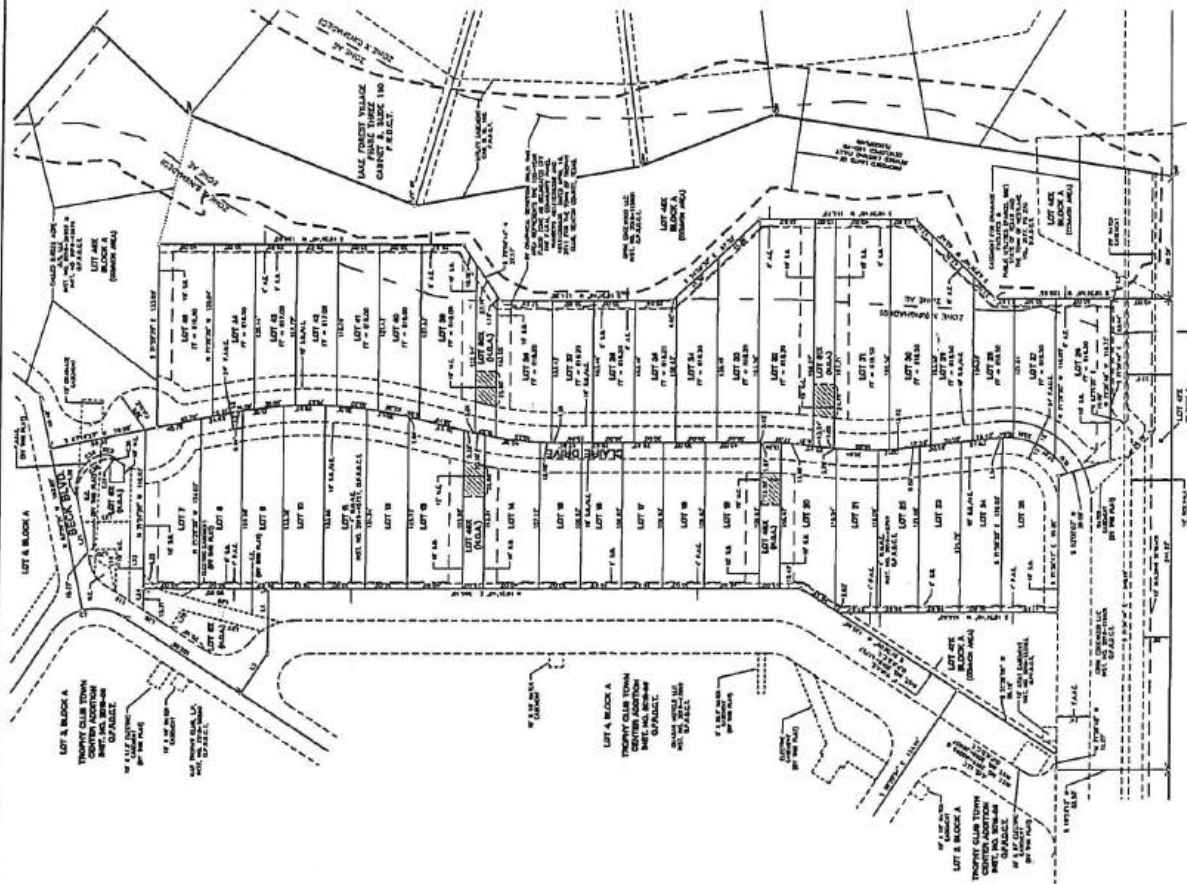
By: _____
Name: _____
Title: _____

Merit Professional Services, LLC

By:  _____
Name: Clint Vinson
Title: owner

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Exhibit A



NAME	DATE	TIME	SCORE	GRADE	TEACHER
1. J. A. Smith	10/10/20	10:00	85	85	100
2. J. B. Jones	10/10/20	10:00	78	78	100
3. J. C. Brown	10/10/20	10:00	92	92	100
4. J. D. White	10/10/20	10:00	88	88	100
5. J. E. Black	10/10/20	10:00	75	75	100
6. J. F. Green	10/10/20	10:00	82	82	100
7. J. G. Hall	10/10/20	10:00	79	79	100
8. J. H. King	10/10/20	10:00	86	86	100
9. J. I. Lee	10/10/20	10:00	77	77	100
10. J. J. Miller	10/10/20	10:00	83	83	100
11. J. K. Davis	10/10/20	10:00	76	76	100
12. J. L. Wilson	10/10/20	10:00	81	81	100
13. J. M. Moore	10/10/20	10:00	74	74	100
14. J. N. Taylor	10/10/20	10:00	87	87	100
15. J. O. Anderson	10/10/20	10:00	73	73	100
16. J. P. Thomas	10/10/20	10:00	84	84	100
17. J. Q. Jackson	10/10/20	10:00	72	72	100
18. J. R. Martin	10/10/20	10:00	89	89	100
19. J. S. Thompson	10/10/20	10:00	71	71	100
20. J. T. Garcia	10/10/20	10:00	80	80	100
21. J. U. Martinez	10/10/20	10:00	70	70	100
22. J. V. Hernandez	10/10/20	10:00	86	86	100
23. J. W. Lopez	10/10/20	10:00	74	74	100
24. J. X. Gonzalez	10/10/20	10:00	83	83	100
25. J. Y. Ramirez	10/10/20	10:00	72	72	100
26. J. Z. Torres	10/10/20	10:00	81	81	100
27. J. A. Adams	10/10/20	10:00	75	75	100
28. J. B. Baker	10/10/20	10:00	84	84	100
29. J. C. Campbell	10/10/20	10:00	73	73	100
30. J. D. Clark	10/10/20	10:00	82	82	100
31. J. E. Cook	10/10/20	10:00	71	71	100
32. J. F. Evans	10/10/20	10:00	80	80	100
33. J. G. Fisher	10/10/20	10:00	70	70	100
34. J. H. Gibson	10/10/20	10:00	85	85	100
35. J. I. Hamilton	10/10/20	10:00	74	74	100
36. J. J. Ingram	10/10/20	10:00	83	83	100
37. J. K. Jordan	10/10/20	10:00	72	72	100
38. J. L. Keller	10/10/20	10:00	81	81	100
39. J. M. Knight	10/10/20	10:00	70	70	100
40. J. N. Lamb	10/10/20	10:00	86	86	100
41. J. O. Little	10/10/20	10:00	75	75	100
42. J. P. Long	10/10/20	10:00	84	84	100
43. J. Q. Mason	10/10/20	10:00	73	73	100
44. J. R. May	10/10/20	10:00	82	82	100
45. J. S. Meyer	10/10/20	10:00	71	71	100
46. J. T. Nichols	10/10/20	10:00	80	80	100
47. J. U. Olson	10/10/20	10:00	70	70	100
48. J. V. Parker	10/10/20	10:00	85	85	100
49. J. W. Quinn	10/10/20	10:00	74	74	100
50. J. X. Reed	10/10/20	10:00	83	83	100
51. J. Y. Shaw	10/10/20	10:00	72	72	100
52. J. Z. Stone	10/10/20	10:00	81	81	100
53. J. A. Taylor	10/10/20	10:00	70	70	100
54. J. B. Turner	10/10/20	10:00	86	86	100
55. J. C. Vance	10/10/20	10:00	75	75	100
56. J. D. Webb	10/10/20	10:00	84	84	100
57. J. E. Wright	10/10/20	10:00	73	73	100
58. J. F. Young	10/10/20	10:00	82	82	100
59. J. G. Ziegler	10/10/20	10:00	71	71	100
60. J. H. Zimmerman	10/10/20	10:00	80	80	100

[illegible]

Age	Months	Years
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128	10.69	9.07
129	10.80	9.17
130	10.91	9.26
131	11.02	9.35
132	11.13	9.44
133	11.24	9.53
134	11.35	9.62
135	11.46	9.71
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137	11.68	9.89
138	11.79	9.98
139	11.90	10.07
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141	12.12	10.25
142	12.23	10.34
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144	12.45	10.52
145	12.56	10.61
146	12.67	10.70
147	12.78	10.79
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149	13.00	10.97
150	13.11	11.06
151	13.22	11.15
152	13.33	11.24
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156	13.77	11.60
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250		

[illegible]

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Category 3	14
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Category 100	14

DATE

Filed for Record
 by the Official Records of
 DeKalb County
 On 11/10/2011 At 12:18 PM
 by the Public Records
 and Information Officer
 Number of Pages: 5
 Amount: \$24.00
 Order: 20120011 0000277

AMENDED PLAT
TROPHY CLUB TOWN CENTER ADDITION
LOTS 1 - 610Q, BLOCK A
C. MEDLIN SURVEY, ABSTRACT NO. 823
TOWN OF TROPHY CLUB, GENTON COUNTY, TEXAS
26.367 ACRES
DISTRICT NO. 2094

[illegible][illegible]

MANUEL WITH FUELS RIGHT-OFF-WAY)

ONE, HYPOTHETIC, SHOWING ALL SUCH PERCENTS

AND, JOHN HENRY CLARK, LLC, A TEXAS LIMITED LIABILITY COMPANY, BEING THE OWNERS, TO HERETOFORE, THAT HAVE DEPOSITED THE FOREGOING DEED, REAL PROPERTY AS REPORTED, AND HAVE THEREON, AS ADEQUATE TO THE TERMS OF HYPOTHESIS, BEING THE OWNERS, TOTAL, AND ALL PERCENTS, IN THE PUBLICS, TO HERETOFORE, THE LANDS, SHOWING THEREON.

DECEMBER 1ST, 1991, AND THE 1/1 PERCENT, 273A.

10/2/77

STATE OF Texas
COUNTY OF Grand

BEFORE ME, THE UNDERSIGNED AGENTS, ON THIS DAY PERSONALLY APPEARED JOHN FACILLO known to me to be the person whose name is subscribed to the above and foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed and in the capacity therein stated.

_____ 2018

7.15

THE UNIVERSITY OF CHICAGO
PRESS

Filed for Record
in the Official Records of
Sumter County
On 01/10/98 at 2:30:10 AM
in the PLAT Record:
ALLEGED PLAT TAPET CL
On Number: 978 - 81
Number of Pages: 3
Serial: 128 06
Official Record 11/10/97
Pg. 57

AMENDED PLAT
TROPHY CLUB TOWN CENTER ADDITION
LOTS 1 - 510Q, BLOCK A
C. MEDLIN SURVEY, ABSTRACT NO. 833
TOWN OF TROPHY CLUB, DENTON COUNTY, TEXAS
26.3147 ACRES
SEPTEMBER 15, 2018

[illegible]

MANUFACTURER	CONTRACTOR
CENTRIC CONCRETE SUPPLIES, INC. 12212 WEST CIRCLE, SUITE 400 BULLIER, TEXAS 75251 PHN. (817) 991-0911 CONTACT: MONICA J. WADSWORTH, P.E. 5315 FM 405 1014-1229	ARS, LLC 1180 PRESTON ROAD SUITE 310 DALLAS, TEXAS 75240 PHN. (214) 358-4429 CONTACT: GEORGE BOTOLOW
OWNER	OWNER
SISKIYOU HOMES, LLC 2131 W. CAMPBELL MILLS OFFICE SUITE 400 CLARKVILLE, TEXAS 75015 PHN. (214) 448-8741 CONTACT: WENDY OLSON-SMITH	

Exhibit B

DEED WITHOUT WARRANTY

STATE OF TEXAS)
)
COUNTY OF DENTON) KNOW ALL MEN BY THESE PRESENT THAT:

BECK PROPERTIES TROPHY CLUB, L.P., a Texas limited partnership, **BECK PROPERTIES TROPHY CLUB DEVELOPMENT 1, L.P.**, a Texas corporation, **BECK PROPERTIES DEVELOPMENT-I, L.P.**, a Texas limited partnership, and **BECK PROPERTIES, INC.**, a Texas corporation (whether one or more, collectively referred to as "Grantor"), for and in consideration of the sum of Ten and No/100 Dollars (\$10.00), and other good and valuable consideration paid by **HOMEOWNERS ASSOCIATION OF HOGAN'S GLEN, INC.** ("Grantee"), the receipt and sufficiency of which are hereby acknowledged and confessed, subject to the exceptions, liens, encumbrances, and other terms and provisions hereinafter set forth and described, has conveyed and by these presents does hereby convey unto Grantee all of Grantor's right, title and interest in and to those certain lots, tracts or parcels of land situated in Denton County, Texas, including all improvements thereon, that are more fully described on **Exhibit A** attached and incorporated herein (the "Property").

By this instrument, Grantor conveys Grantor's right, title and interest in and to the Property to Grantee as common area(s), subject to all recorded instruments affecting the Property, including, without limitation, the drainage easements, access easements, water easements, and including any rights, reservations, and easements contained in the Declaration of Covenants, Conditions and Restrictions for The Villas of Hogan's Glen, filed under Volume 4297, Page 01941, *et. seq.*, in the Official Public Records of Denton County, Texas.

This conveyance is further subject to the continuing obligation of Grantee, in Grantee's reasonable and good faith discretion, to maintain in good condition and repair the following improvements and Grantor's right, at least once per calendar year and at Grantor's cost, to clean and otherwise take steps to maintain said improvements in addition to the steps taken by Grantee to do so:

- (a) that certain retaining wall and the plaque thereon, if any, to be provided and installed by Grantor to replace the prior plaque honoring Myron S. Beck located along a portion of the private street known as Hogan's Drive, which is a portion of Tract 1 of the Property (the "Hogan's Glen Wall and Plaque"), pictures of which prior plaque are attached to this Deed as **Exhibit B-1**; and
- (b) those certain pillars and the plaques thereon honoring Scott Neil Beck, Jarrod Stuart Beck and Michelle Elaine Beck located on the bridge on a portion of the private street

known as Spyglass Court, which is a portion of Tract 2 of the Property (the "Spyglass Court Pillars and Plaques"), pictures of which are attached to this Deed as Exhibit B-2, such Spyglass Court Pillars and Plaques to be maintained as much as reasonably possible in the condition depicted in Exhibit B-2, normal wear, tear, and weathering excepted.

As a point of clarity, Grantee may not remove or replace (or cause the removal or replacement of) the Hogan's Glen Wall and Plaque or the Spyglass Court Pillars and Plaques without the prior written approval of Grantor, unless required for structural integrity or safety as reasonably determined by Grantee (in which latter event Grantee shall keep Grantor reasonably apprised thereof and relocate same in a manner reasonably acceptable to the parties, acting in good faith, unless another arrangement is agreed to by the parties).

Grantee hereby executes this Deed to evidence Grantee's acceptance of such obligations with respect to the Hogan's Glen Wall and Plaque and the Spyglass Court Pillars and Plaques as set forth above. Further, Grantee acknowledges and agrees that Grantor has the right, in its reasonable and good faith discretion, to access the Property as reasonably necessary (and in a manner designed to minimize interference with Grantee) to ensure that Grantee complies with such obligations. Grantee's obligations set forth above shall run with title to the portions of Tract 1 and Tract 2 of the Property containing the Hogan's Glen Wall and Plaque and the Spyglass Court Pillars and Plaques (respectively) and shall be binding upon Grantee and Grantee's successors and assigns of such portions of the Property. The foregoing shall benefit Grantor and Grantor's beneficiaries, principals, owner and heirs (and their respective successors and assigns).

NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, THIS CONVEYANCE IS MADE WITH A SPECIAL WARRANTY OF TITLE ONLY SUCH THAT EACH GRANTOR WARRANTS AND SHALL DEFEND ALL AND SINGULAR THE PROPERTY TO GRANTEE AND GRANTEE'S SUCCESSORS AND ASSIGNS AGAINST EVERY PERSON WHO LAWFULLY CLAIMS THE SAME OR ANY PART THEREOF BY, THROUGH, OR UNDER SUCH GRANTOR BUT NOT OTHERWISE.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

EXECUTED and EFFECTIVE as of October 14, 2022.

GRANTOR:

BECK PROPERTIES TROPHY CLUB, L.P.,
a Texas limited partnership

By: Midtown Displays Manager, Inc.,
a Texas corporation,
Its: General Partner

By: _____
Jeffrey L. Beck, President

STATE OF TEXAS §
 §
COUNTY OF DALLAS §

This instrument was acknowledged before me on the _____ day of _____, 2023, by Jeffrey L. Beck, President of Midtown Displays Manager, Inc., a Texas corporation, in its capacity as the general partner of Beck Properties Trophy Club, L.P., a Texas limited partnership, on behalf of said limited partnership.

Notary Public in and for the State of Texas

GRANTOR:

BECK PROPERTIES TROPHY CLUB
DEVELOPMENT 1, L.P.,
a Texas corporation

By: Midtown Displays Manager, Inc.,
 a Texas corporation,
Its: General Partner

By: _____
 Jeffrey L. Beck, President

STATE OF TEXAS §
 §
COUNTY OF DALLAS §

This instrument was acknowledged before me on the _____ day of _____, 2023, by Jeffrey L. Beck, President of Midtown Displays Manager, Inc., a Texas corporation, in its capacity as the general partner of Beck Properties Trophy Club Development 1, L.P., a Texas limited partnership, on behalf of said limited partnership.

Notary Public in and for the State of Texas

GRANTOR:

BECK PROPERTIES DEVELOPMENT-I, L.P.,
a Texas limited partnership

By: Beck Management, Inc.,
a Texas corporation,
Its: General Partner

By: _____
Jeffrey L. Beck, President

STATE OF TEXAS §
 §
COUNTY OF DALLAS §

This instrument was acknowledged before me on the _____ day of _____, 2023, by Jeffrey L. Beck, President of Beck Management, Inc., a Texas corporation, in its capacity as the general partner of Beck Properties Development-I, L.P., a Texas limited partnership, on behalf of said limited partnership.

Notary Public in and for the State of Texas

GRANTOR:

BECK PROPERTIES, INC.,
a Texas corporation

By: _____
Name: _____
Title: _____

STATE OF TEXAS §
 §
COUNTY OF DALLAS §

This instrument was acknowledged before me on the ____ day of _____,
2023, by _____, _____ of Beck Properties, Inc., a Texas corporation, on
behalf of said limited partnership.

Notary Public in and for the State of Texas

ACKNOWLEDGED and AGREED to by Grantee effective as of October 14, 2022.

GRANTEE:

**HOMEOWNERS ASSOCIATION OF HOGAN'S
GLEN, INC.,** a Texas non-profit corporation

By: _____
Name: _____
Title: _____

STATE OF TEXAS §
 §
COUNTY OF _____ §

This instrument was acknowledged before me on the _____ day of _____
2023, by _____, _____ of HOMEOWNER'S ASSOCIATION OF
HOGAN'S GLEN, INC., a Texas non-profit corporation, on behalf of said corporation.

Notary Public in and for the State of Texas

Grantee's Mailing Address and Address for Tax Notices:

Property Management Group
10340 Alta Vista Road #C
Fort Worth, Texas 76244

Exhibit A

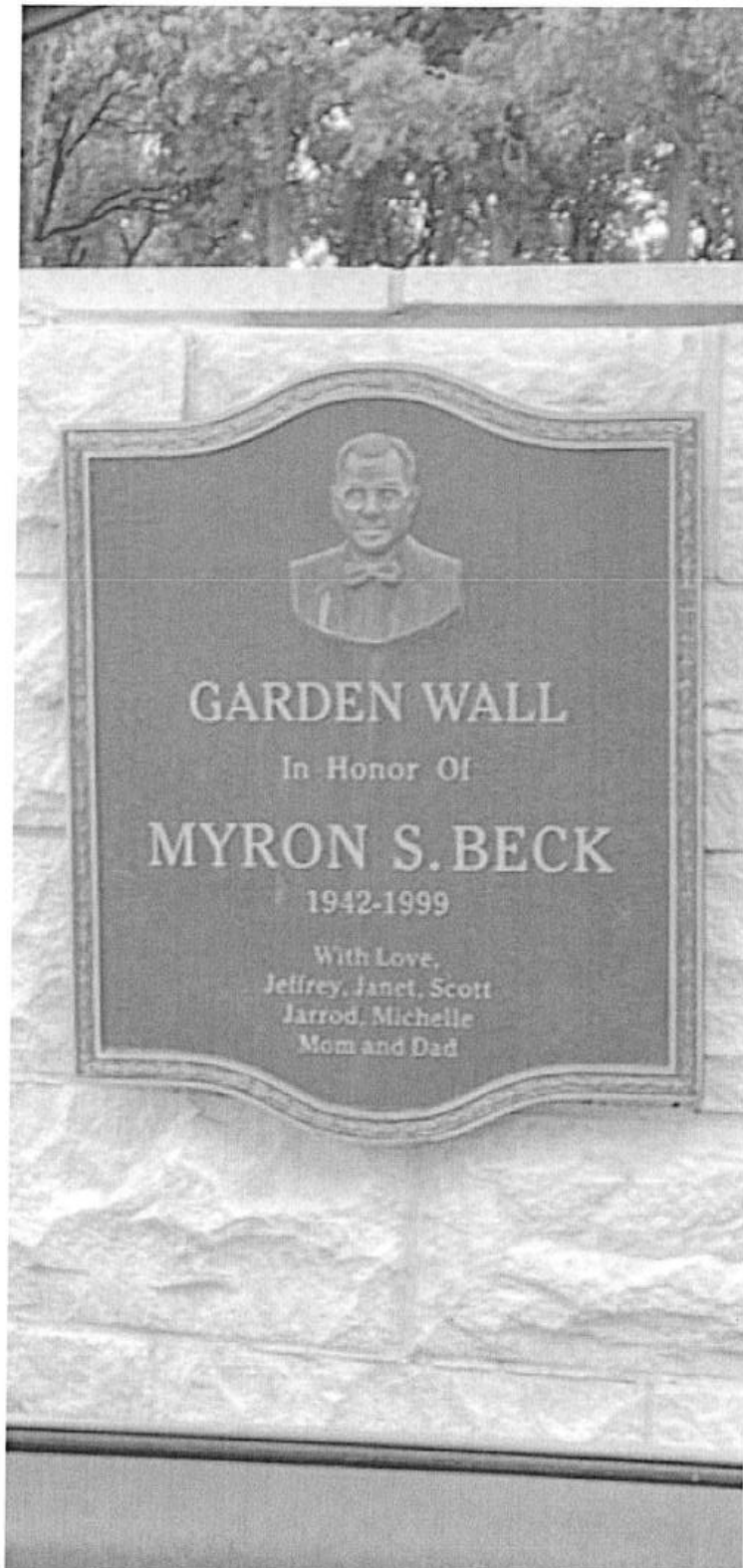
The Property

1. Denton County Central Appraisal District Property ID 209665, Geographic ID SJ0204A-000000-0000-0000-0002, described as THE ESTATES OF HOGANS GLEN PH II LOT STREETS and identified in the Warranty Deed recorded as Document No. 1999-25072, Volume 4297, Page 1967, Deed Records, Denton County, Texas (owned by Beck Properties Trophy Club Development 1, L.P.)
2. Denton County Central Appraisal District Property ID 209666, Geographic ID SJ0204A-000000-0000-0000-0001, described as THE ESTATES OF HOGANS GLEN PH II LOT STREETS(MUD#2) and identified in the Warranty Deed recorded as Document No. 1999-25072, Volume 4297, Page 1967, Deed Records, Denton County, Texas (owned by Beck Properties Trophy Club Development 1, L.P.)
3. Denton County Central Appraisal District Property ID 209683, Geographic ID SJ0204A-000001-0000-0000-0001, described as THE ESTATES OF HOGANS GLEN PH II BLK 1 LOT OPEN SPACE A and identified in the Warranty Deed recorded as Document No. 1999-25072, Volume 4297, Page 1967, Deed Records, Denton County, Texas (owned by Beck Properties Trophy Club Development 1, L.P.)
4. Denton County Central Appraisal District Property ID 209684, Geographic ID SJ0204A-000001-0000-0000-0002, described as THE ESTATES OF HOGANS GLEN PH II BLK 1 LOT OPEN SPACE B and identified in the Warranty Deed recorded as Document No. 1999-25072, Volume 4297, Page 1967, Deed Records, Denton County, Texas (owned by Beck Properties Trophy Club Development 1, L.P.)
5. Denton County Central Appraisal District Property ID 528022, Geographic ID SJ1123A-0000000-0000-0000-000, described as WATERS EDGE AT HOGANS GLEN PH 1 BLK 1 (OPEN SPACE) (owned by Beck Properties Trophy Club Development 1, L.P.)
6. Denton County Central Appraisal District Property ID 206483, Geographic ID SJ0202A-000000-0000-0000-0003, described as THE VILLAS OF HOGANS GLEN LOT PRIVATE STREETS and identified in the Warranty Deed recorded as Document No. 1994-91662, Deed Records, Denton County, Texas (owned by Beck Properties Development-I, L.P.)
7. Denton County Central Appraisal District Property ID 206484, Geographic ID SJ0202A-000000-0000-0000-0001, described as THE VILLAS OF HOGANS GLEN LOT OPEN SPACE A and identified in the Warranty Deed recorded as Document No. 1994-91662, Deed Records, Denton County, Texas (owned by Beck Properties Development-I, L.P.)
8. Denton County Central Appraisal District Property ID 206485, Geographic ID SJ0202A-000000-0000-0000-0002, described as THE VILLAS OF HOGANS GLEN LOT OPEN SPACE B and identified in the Warranty Deed recorded as Document No. 1994-91662, Deed Records, Denton County, Texas (owned by Beck Properties Development-I, L.P.)

9. Denton County Central Appraisal District Property ID 207938, Geographic ID SJ0201A-000000-0000-0000-0001, described as THE ESTATES OF HOGANS GLEN LOT OPEN SPACE A and identified in the Warranty Deed recorded as Document No. 1998-95873, Deed Records, Denton County, Texas (owned by Beck Properties Trophy Club, L.P.)
10. Denton County Central Appraisal District Property ID 207940, Geographic ID SJ0201A-000000-0000-0000-0002, described as THE ESTATES OF HOGANS GLEN LOT HOGAN'S DR and identified in the Warranty Deed recorded as Document No. 1998-95873, Deed Records, Denton County, Texas (owned by Beck Properties Trophy Club, L.P.)
11. Denton County Central Appraisal District Property ID 209692, Geographic ID SJ0205A-000001-0000-0000-0001, described as THE ENCLAVE BLK 1 LOT OPEN SPACE and identified in the Warranty Deed recorded as Document No. 1993-87516, Deed Records, Denton County, Texas (owned by Beck Properties, Inc.)
12. Denton County Central Appraisal District Property ID 209693, Geographic ID SJ0205A-000001-0000-0000-0002, described as THE ENCLAVE BLK 1 LOT STREETS and identified in the Warranty Deed recorded as Document No. 1993-87516, Deed Records, Denton County, Texas (owned by Beck Properties, Inc.)

Exhibit B-1

Hogan's Glen Wall and Plaque



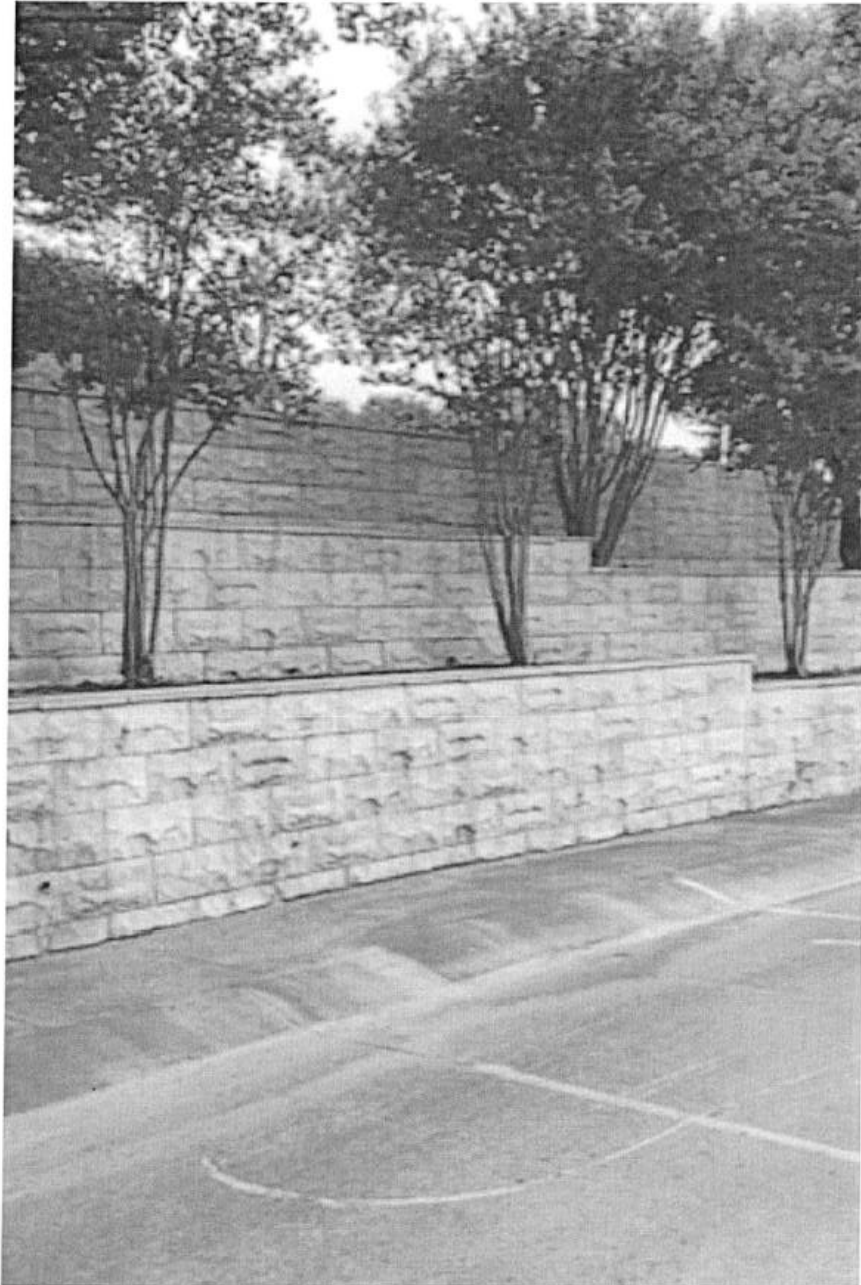


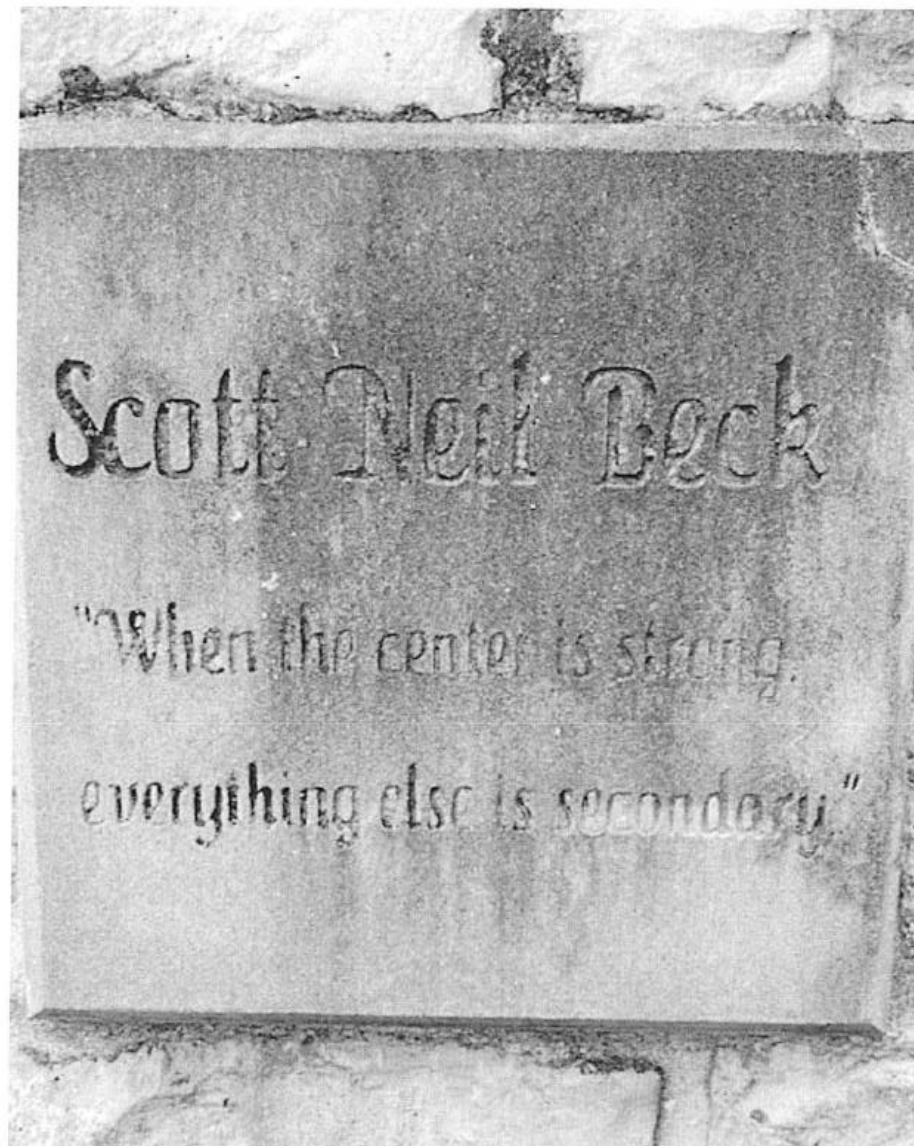




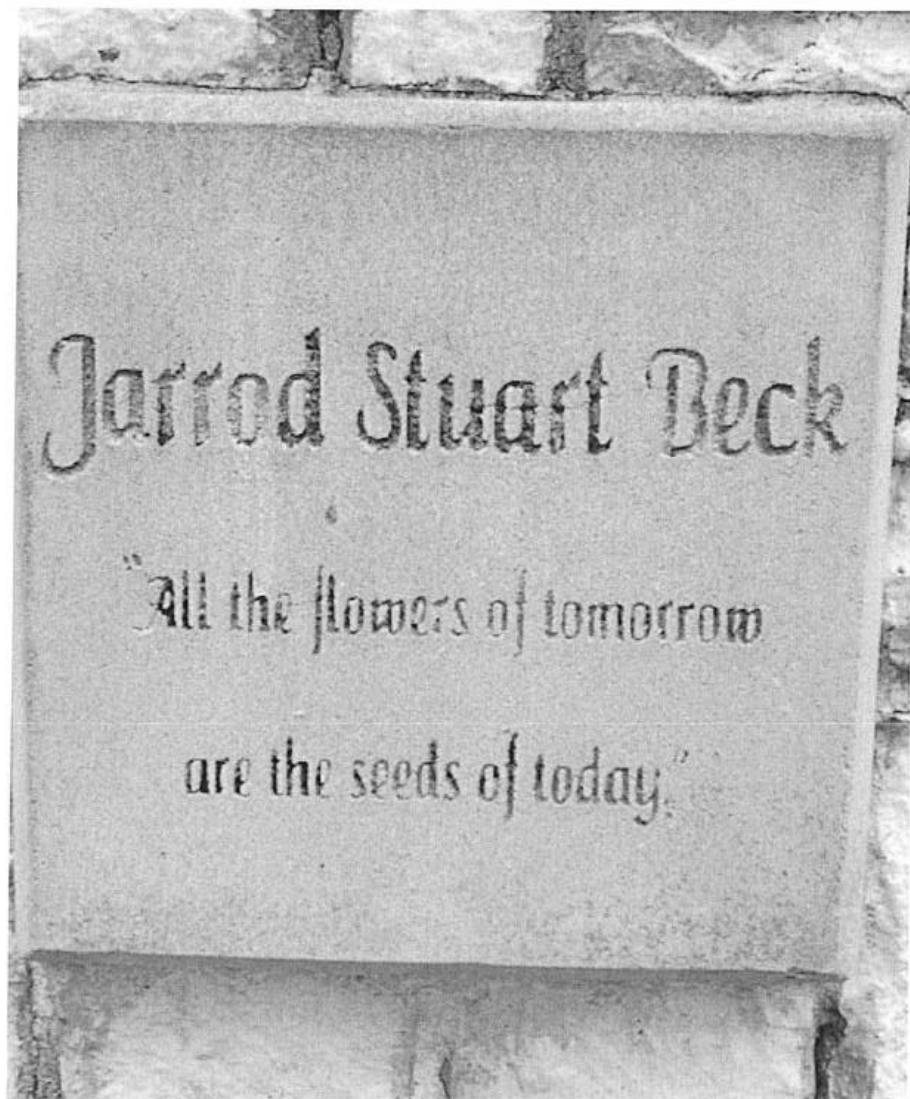
Exhibit B-2

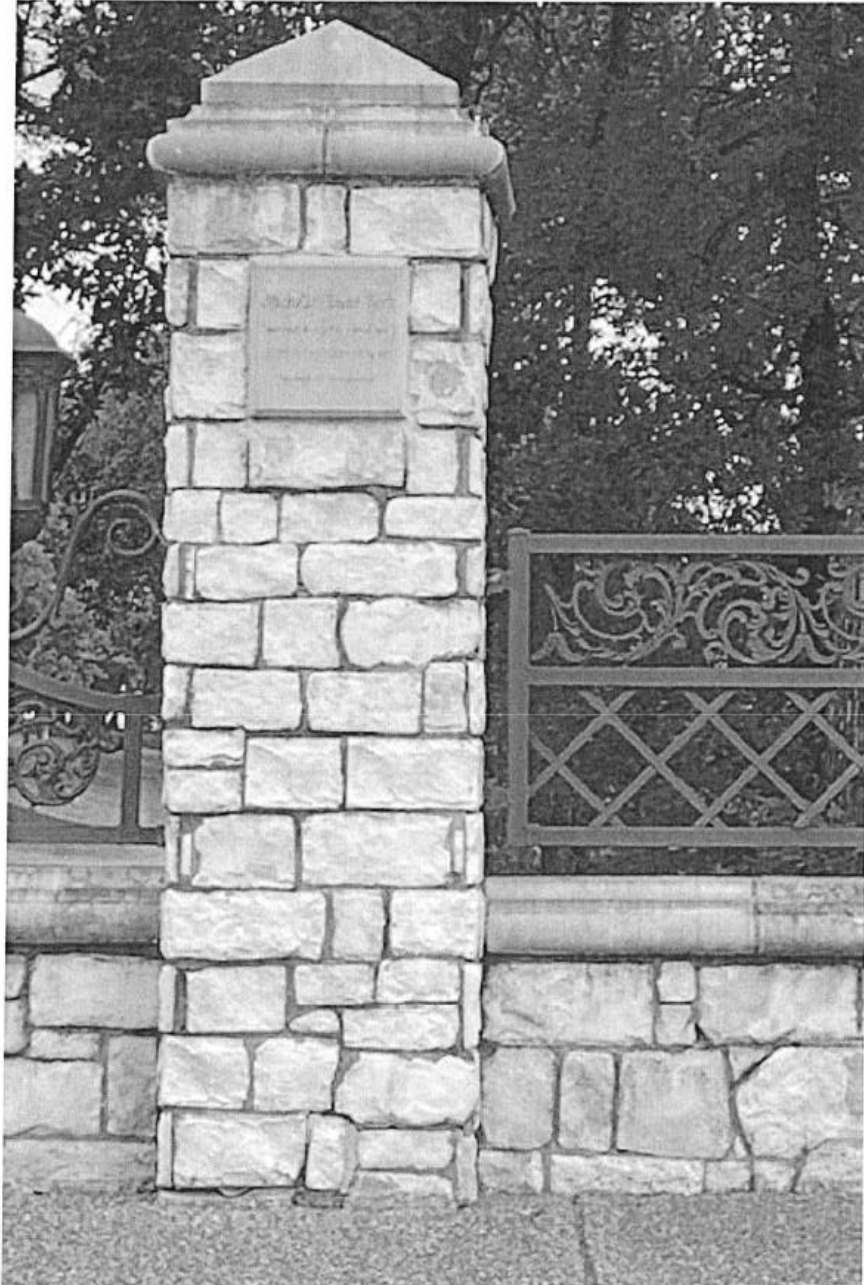
Spyglass Court Pillars and Plaques

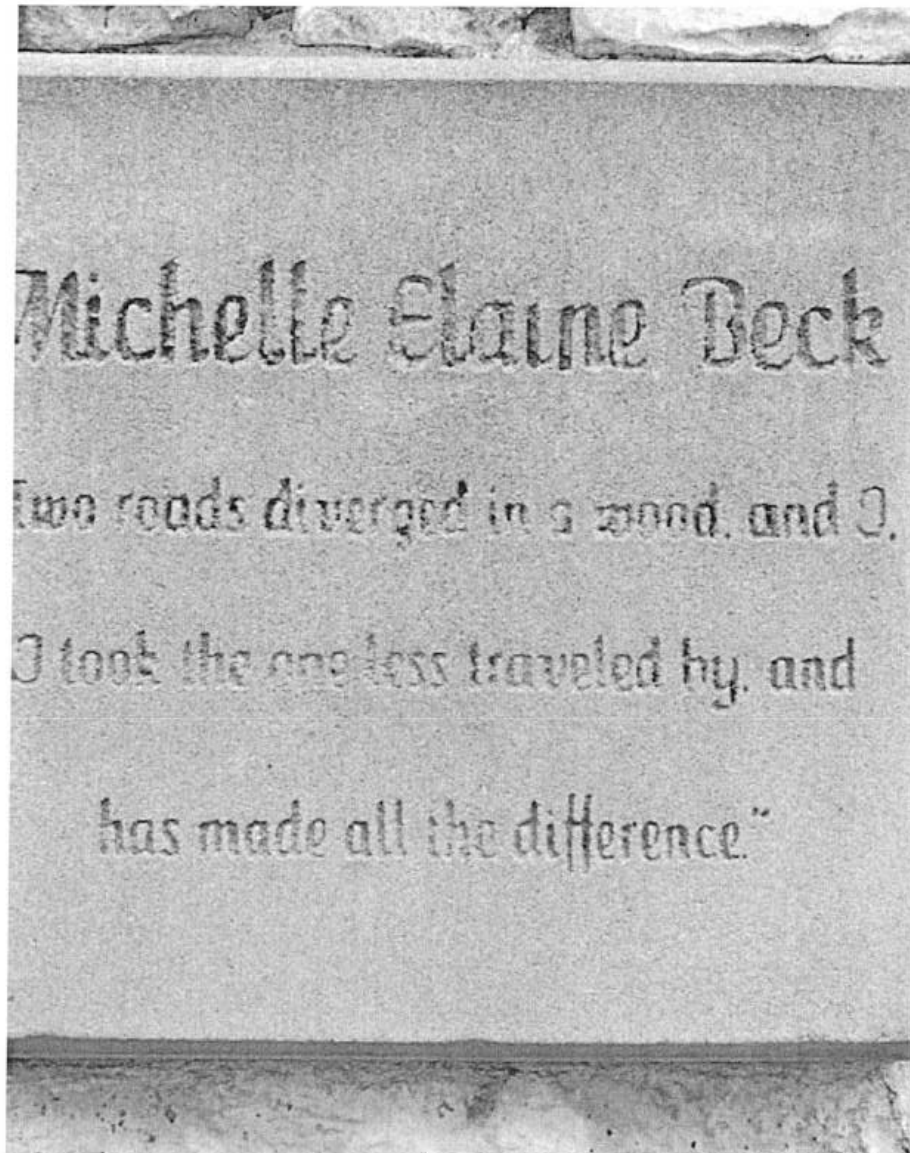












L:\Hogan's Glen HOA\Water Issues\Settlement\Drafts\Deed Without Warranty to Homeowners Association of Hogan's Glen Inc. v8-redline to Beck's counsel 1-10-23.docx

Exhibit C

HOMEOWNERS ASSOCIATION OF
HOGAN'S GLEN, INC.,

Plaintiff,

VS.

MIDTOWN DEVELOPMENT, INC.;
TROPHY CLUB TOWN CENTER, LLC;
TROPHY CLUB TOWN CENTER
ASSOCIATION, INC.;
JSB PROPERTIES, L.P.; JLIS, LLC;
BECK PROPERTIES TROPHY CLUB, L.P.;
BECK PROPERTIES DEVELOPMENT-I,
L.P.; BECK PROPERTIES TROPHY CLUB
DEVELOPMENT I, L.P.;
NAP TROPHY CLUB, L.P.;
NAP SOUTHWEST, L.P.;
NORTH AMERICAN PROPERTIES, INC.;
TROPHY CLUB HOLDINGS, LLC;
JBGL INWOOD, LLC; TROPHY CLUB
TOWN CENTER TOWNHOME
COMMUNITY, INC.; CB JENI TROPHY
CLUB, LLC; GRBK EDGEWOOD LLC;
QUASAR HOTELS LLC;
NORTH TEXAS CONTRACTING, INC.;
MICHAEL F. TWICHELL, L.P.;
ICS COMMERCIAL, L.P.;
VILHAUER ENTERPRISES, LLC;
MERIT PROFESSIONAL SERVICES, LLC;
STANTEC INC.;
STANTEC ARCHITECTURE INC.;
STANTEC CONSULTING SERVICES INC.;
STANTEC ENERGY & RESOURCES INC.;

Defendants.

IN THE DISTRICT COURT

431ST JUDICIAL DISTRICT

DENTON COUNTY, TEXAS

MOTION TO DISMISS WITH PREJUDICE

All remaining parties resolved their disputes. Accordingly, they request an order dismissing this suit with prejudice to their right to bring any further action on any claim, counterclaim, or cross-claim that was or could have been asserted herein.

AGREED AND APPROVED:

David A. Palmer

State Bar No. 00794416

dpalmer@mph-law.com

Shayne D. Moses

State Bar No. 14578980

smoses@mph-law.com

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817/255-9199 (Fax)

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AGREED AND APPROVED:

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J. David Henderson

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**ATTORNEYS FOR
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AGREED AND APPROVED:

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Katie L. Spring

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LASATER & MARTIN, P.C.

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972/525-5327 (Fax)

**ATTORNEYS FOR
NAP TROPHY CLUB, LP,
NAP SOUTHWEST, LP,
TROPHY CLUB HOLDINGS, LLC,
NORTH AMERICAN PROPERTIES, INC.,
VILHAUER ENTERPRISES, LLC,
NORTH TEXAS CONTRACTING, INC., AND
TROPHY CLUB TOWN CENTER, LLC**

AGREED AND APPROVED:

Stephanie M. Krueger

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skrueger@thompsoncoe.com

Marilyn S. Cayce

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713/403-8216

713/403-8299 (Fax)

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AGREED AND APPROVED:

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GERSTLE & SNELSON, LLP

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- and -

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kreed@condontobin.com

Justin D. Hanna

State Bar No. 24095726

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Exhibit D

HOMEOWNERS ASSOCIATION OF
HOGAN'S GLEN, INC.,

Plaintiff,

VS.

MIDTOWN DEVELOPMENT, INC.;
TROPHY CLUB TOWN CENTER, LLC;
TROPHY CLUB TOWN CENTER
ASSOCIATION, INC.;
JSB PROPERTIES, L.P.; JLIS, LLC;
BECK PROPERTIES TROPHY CLUB, L.P.;
BECK PROPERTIES DEVELOPMENT-I,
L.P.; BECK PROPERTIES TROPHY CLUB
DEVELOPMENT 1, L.P.;
NAP TROPHY CLUB, L.P.;
NAP SOUTHWEST, L.P.;
NORTH AMERICAN PROPERTIES, INC.;
TROPHY CLUB HOLDINGS, LLC;
JBGL INWOOD, LLC; TROPHY CLUB
TOWN CENTER TOWNHOME
COMMUNITY, INC.; CB JENI TROPHY
CLUB, LLC; GRBK EDGEWOOD LLC;
QUASAR HOTELS LLC;
NORTH TEXAS CONTRACTING, INC.;
MICHAEL F. TWICHELL, L.P.;
ICS COMMERCIAL, L.P.;
VILHAUER ENTERPRISES, LLC;
MERIT PROFESSIONAL SERVICES, LLC;
STANTEC INC.;
STANTEC ARCHITECTURE INC.;
STANTEC CONSULTING SERVICES INC.;
STANTEC ENERGY & RESOURCES INC.;

Defendants.

IN THE DISTRICT COURT

431ST JUDICIAL DISTRICT

DENTON COUNTY, TEXAS

ORDER OF DISMISSAL WITH PREJUDICE

This matter is before the Motion to Dismiss With Prejudice filed by all remaining parties.

The Court is of the opinion that the motion should be granted, this suit should be dismissed with prejudice to the remaining parties' right to bring any further action on any claim, counterclaim, or

cross-claim that was or could have been asserted herein, and each such party should bear its own costs.

IT IS SO ORDERED. All relief not granted herein is denied; thus, this order disposes of all parties and claims.

SIGNED _____, 2022.

Judge Presiding

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