

Corridor Title Co. GF# 21-4856-C

AFTER RECORDING RETURN TO:

KCP Kohlers LLC  
1701 N. Market Street, Suite 325  
Dallas, Texas 75202  
Attn: Nicholas Balsamo

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

June 24, 2022 (the "Effective Date")

STATE OF TEXAS           §  
  §  
COUNTY OF HAYS       §

KCP KOHLERS LLC, a Texas limited liability company ("Grantor"), for and in consideration of the sum of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration in hand paid by MOONDANCE INVESTMENTS, LTD., a Texas limited partnership ("Grantee"), having an address of 22101 W State Highway 71, Spicewood, Texas 78669, the receipt and sufficiency of which are hereby acknowledged and confessed, and the further consideration of the execution and delivery by said Grantee of one certain Promissory Note in the principal sum set forth therein that is of even date herewith and payable to the order of Horizon Bank, SSB, hereinafter called "Mortgagee", bearing interest at the rate therein provided; said Note containing attorney's fee clause and various acceleration of maturity clauses in case of default, and being secured by Vendor's Lien and Superior Title retained herein in favor of said Mortgagee, and also being secured by a Deed of Trust of even date herewith from Grantee to James Dyess, Trustee, has GRANTED, BARGAINED, SOLD and CONVEYED, and by these presents does GRANT, BARGAIN, SELL and CONVEY unto Grantee all that certain lot, tract or parcel of land, lying and being situated in the County of Hays, State of Texas, more particularly described on Exhibit A (the "Property").

This deed and conveyance are made and accepted subject to those matters set forth on Exhibit B attached hereto, to the extent that the same are valid and subsisting and affect the Property.

TO HAVE AND TO HOLD the Property, together with, all and singular, the rights and appurtenances thereto in anywise belonging, unto Grantee, its successors, legal representatives and

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assigns forever; and Grantor does hereby bind Grantor, and Grantor's successors and legal representatives, to WARRANT and FOREVER DEFEND, all and singular, the Property unto Grantee, its successors, legal representatives and assigns, against every person whomsoever lawfully claiming or to claim the same, or any part thereof, by, through or under Grantor but not otherwise.

GRANTEE, BY ITS ACCEPTANCE HEREOF, ACKNOWLEDGES AND AGREES THAT GRANTEE CONDUCTED ITS OWN INDEPENDENT INVESTIGATION AND INSPECTION OF ALL ASPECTS OF THE PROPERTY. GRANTEE FURTHER ACKNOWLEDGES AND AGREES THAT IT HAS RELIED ON SUCH INDEPENDENT INVESTIGATION AND INSPECTION AND HAS NOT RELIED ON ANY INFORMATION PROVIDED BY GRANTOR, GRANTOR'S AGENTS OR GRANTOR'S BROKER IN DETERMINING WHETHER TO PURCHASE THE PROPERTY. GRANTEE FURTHER ACKNOWLEDGES AND AGREES THAT ANY INFORMATION PROVIDED BY GRANTOR TO GRANTEE WITH RESPECT TO THE PROPERTY HAS BEEN OBTAINED FROM A VARIETY OF SOURCES AND THAT GRANTOR HAS NOT MADE ANY INDEPENDENT INVESTIGATION OR VERIFICATION OF SUCH INFORMATION.

GRANTEE FURTHER ACKNOWLEDGES AND AGREES THAT GRANTOR HAS NOT MADE, DOES NOT MAKE AND SPECIFICALLY DISCLAIMS ANY AND ALL REPRESENTATIONS, WARRANTIES, PROMISES, COVENANTS, AGREEMENTS OR GUARANTIES OF ANY KIND OR CHARACTER WHATSOEVER, WHETHER EXPRESS OR IMPLIED, ORAL OR WRITTEN, PAST, PRESENT OR FUTURE, OF, AS TO, CONCERNING OR WITH RESPECT TO THE PROPERTY, INCLUDING, BUT NOT LIMITED TO, (A) THE NATURE, QUALITY OR CONDITION OF THE PROPERTY; (B) THE INCOME TO BE DERIVED FROM THE PROPERTY; (C) THE SUITABILITY OF THE PROPERTY FOR ANY AND ALL ACTIVITIES AND USES WHICH GRANTEE MAY CONDUCT THEREON; (D) THE COMPLIANCE OF OR BY THE PROPERTY OR ITS OPERATION WITH ANY LAWS, RULES, ORDINANCES OR REGULATIONS OF ANY APPLICABLE GOVERNMENTAL AUTHORITY OR BODY, INCLUDING, BUT NOT LIMITED TO, ANY STATE OR FEDERAL ENVIRONMENTAL LAW, RULE OR REGULATION; (E) THE HABITABILITY, MERCHANTABILITY OR FITNESS OF THE PROPERTY FOR A PARTICULAR PURPOSE; OR (F) ANY OTHER MATTER WITH RESPECT TO THE PHYSICAL OR OTHER CONDITION OF THE PROPERTY. GRANTEE HEREBY WAIVES ANY SUCH REPRESENTATIONS, WARRANTIES, PROMISES, COVENANTS, AGREEMENTS OR GUARANTIES.

EXCEPT AS OTHERWISE EXPRESSLY SET FORTH ABOVE, GRANTOR IS CONVEYING THE PROPERTY TO GRANTEE "AS IS, WHERE IS, WITH ALL FAULTS" AND SPECIFICALLY AND EXPRESSLY WITHOUT ANY WARRANTIES, REPRESENTATIONS OR GUARANTIES, EITHER EXPRESS OR IMPLIED, OF ANY KIND, NATURE OR TYPE WHATSOEVER FROM OR ON BEHALF OF GRANTOR.

[Signatures appear on next page.]

IN WITNESS WHEREOF, Grantor has executed this Special Warranty Deed to be effective as of the Effective Date.

GRANTOR:

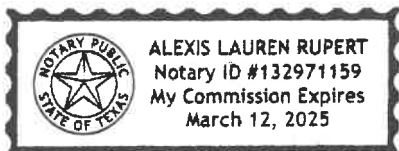
KCP KOHLERS LLC,  
a Texas limited liability company

By: Kalterra Capital Partners LLC,  
a Texas limited liability company,  
its Manager

By: Clint V. Nolen  
Name: Clint Nolen  
Title: Manager

THE STATE OF TEXAS     §  
  §  
COUNTY OF DALLAS     §

This instrument was acknowledged before me on June 29<sup>th</sup>, 2022, by Clint Nolen, Manager of Kalterra Capital Partners LLC, a Texas limited liability company, in its capacity as Manager of KCP KOHLERS LLC, a Texas limited liability company, on behalf of said limited liability company.



Alexis Lauren Rupert  
Notary Public, State of Texas

Exhibit A

Legal Description

Lot 4, of KALTERRA ADDITION LOTS 1-5, a subdivision in Hays County, Texas, according to the map or plat of record in Document No. 22030723, of the Plat Records of Hays County, Texas.

## Exhibit B

### Permitted Exceptions

- a. The following restrictive covenants of record itemized below
  1. Plat recorded as Document No. 22030723 in the Plat Records of Hays County, Texas.
  2. Joint Use Agreement recorded of even date herewith in the Official Public Records of Hays County, Texas.
  3. Declaration of Use Restrictions recorded of even date herewith in the Official Public Records of Hays County, Texas.
  4. Declaration of Shared Maintenance Covenants recorded of even date herewith in the Official Public Records of Hays County, Texas.
- b. All leases, grants, exceptions or reservations of coal, lignite, oil, gas and other minerals, together with all rights, privileges and immunities relating thereto, appearing in the Public Records whether listed in this Exhibit B or not. There may be leases, grants, exceptions or reservations of mineral interest that are not listed.
- c. Undivided Royalty interest in and to all oil, gas and other minerals in, on, under or that may be produced from the herein described property, together with all rights relating thereto, express or implied, reserved unto The San Antonio Joint Stock Land Bank of San Antonio in deed to J. J. Butler, dated December 10, 1941, and recorded in Volume 123, Page 352, Deed Records of Hays County, Texas, said instrument provides that grantee, his heirs and assigns, shall have the exclusive right, power and privilege to make and deliver mineral leases on said lands without the consent or joinder of grantor, and grantor shall not be entitled to received any of the bonus money paid for, or any of the money rental paid under, such lease or leases. Said mineral interest not traced subsequent to the above cited instrument.
- d. Limitations of access set forth by instrument recorded in Volume 3823, Page 429, Official Public Records of Hays County, Texas.
- e. Undivided interest in and to all oil, gas and other minerals in, on, under or that may be produced from the herein described property, together with all rights relating thereto, express or implied, reserved unto LC 2012 Investments, LP, a Texas limited partnership in deed to KCP Kohlers LLC, a Texas limited liability company, dated December 2, 2020, and recorded in Document No. 20055533, of the Official Public Records of Hays County, Texas, said instrument provides that Grantor hereby releases and waives forever the right, on behalf of itself and its successors, assigns, operators or lessees, to enter upon, cross, use or enjoy the surface of the Land for exploration, drilling, extraction, production, processing, or transporting of any Reserved Substances; provided, however, that nothing herein contained shall ever be construed to prevent Grantor or its successors or assigns from developing or producing the Reserved Substances in and under the Land by pooling or by directional drilling under the Land from well sites located on property other than the Land; and (ii) any and all payments, reimbursements, or the like under any Chapter 380 or Chapter 381 entered into by Grantor and in any way relating to the Property

(collectively, the "Reimbursables"). Said mineral interest not traced subsequent to the date of the above cited instrument.

f. 15' municipal utility easement along the north, northeast and southeast property lines, as set forth on plat recorded in Document No. 22030723, of the Plat Records of Hays County, Texas.

g. 5' municipal utility easement along the west property line, as set forth on plat recorded in Document No. 22030723, of the Plat Records of Hays County, Texas.

h. 10' municipal utility easement along the south property line, as set forth on plat recorded in Document No. 22030723, of the Plat Records of Hays County, Texas.

i. 25' ingress/egress easement traversing the western portion of property, as set forth on plat recorded in Document No. 22030723, of the Plat Records of Hays County, Texas.

j. 15' waste water easement traversing the northern and western portion of property, as set forth on plat recorded in Document No. 22030723, of the Plat Records of Hays County, Texas.

k. 15' water easement traversing the western portion of property, as set forth on plat recorded in Document No. 22030723, of the Plat Records of Hays County, Texas.

l. No liability is assumed by reason of the encroachment and/or protrusion of fences into or outside the boundary lines of subject property, together with any assertion of ownership of land lying between said fences and the boundary lines of subject property, as shown on Survey dated January 4, 2022, prepared by John Homer Barton, III, Registered Professional Land Surveyor No. 6737.

**THE STATE OF TEXAS  
COUNTY OF HAYS**

I hereby certify that this instrument was FILED on the date and the time stamped hereon by me and was duly RECORDED in the Records of Hays County, Texas.

22031614 DEED  
06/28/2022 10:33:32 AM Total Fees: \$46.00

Elaine H. Cárdenas, MBA, PhD, County Clerk  
Hays County, Texas

