

Independence Title/GF# 2155252 -COM/LMB
SPECIAL WARRANTY DEED

THE STATE OF TEXAS §
 § KNOW ALL PERSONS BY THESE PRESENTS:
COUNTY OF HAYS §

That **COVEY FUND I, LP.**, a Texas limited partnership ("**Grantor**"), for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) and other valuable consideration paid by the Grantee herein named, the receipt and sufficiency of which are hereby acknowledged, and the further consideration of the execution and delivery by said Grantee of a certain Promissory Note (the "**Note**") in the principal amount of Two Million Twenty-seven Thousand Two Hundred Eighty-two and 40/100 DOLLARS (\$2,027,282.40), of even date herewith, payable to the order of **SOUTHSIDE BANK** (hereinafter referred to as the "**Mortgagee**"), bearing interest at the rate therein provided, has GRANTED, SOLD and CONVEYED, and by these presents does GRANT, SELL and CONVEY unto **360 OLD STAGECOACH RETAIL, LLC**, a Texas limited liability company ("**Grantee**"), that certain tract of real property in Hays County, Texas, as more particularly described on Exhibit "A" attached hereto (the "**Land**", together with all improvements located thereon, and all of the rights, privileges, easements and appurtenances belonging or appertaining to the Land, being hereinafter collectively referred to as the "**Property**").

The Note is secured by a vendor's lien retained in this deed in favor of **SOUTHSIDE BANK**, and by a deed of trust of even date from Grantee to, **PATRICK C. BELL**, Trustee.

Whereas the Mortgagee has, at the special instance and request of Grantee, paid to Grantor a portion of the purchase price of the Property, as included in the above-described Promissory Note, the said vendor's lien against the Property securing the payment of the Promissory Note and superior title are hereby assigned, transferred and delivered to Mortgagee, Grantor hereby conveying to said Mortgagee the superior title to the Property, subrogating said Mortgagee to all the rights and remedies of Grantor in the premises by virtue of said lien.



TO HAVE AND TO HOLD the Property, together with any and all improvements located thereon and all of the rights, privileges, easements and appurtenances belonging or appertaining to the Property and such improvements, in anywise belonging, unto Grantee, its successors and assigns forever; and Grantor does hereby bind himself, his heirs, executors, administrators, successors and assigns to WARRANT AND FOREVER DEFEND all and singular the Property unto Grantee, its successors 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.

It is expressly agreed that the vendor's lien herein described and superior title are retained in favor of the payee of the Promissory Note hereinabove described against the Property and any improvements thereon, until said Note and all interest thereon shall have been fully paid according to the terms thereof, at which time this deed will become absolute.

Grantor has made no representation or warranty, express or implied, upon which Grantee has relied, as to the condition of the Property, the fitness of the Property for any intended use or purpose, the existence of any hazardous or toxic materials in or on the Land or any other environmental condition of the Land, the availability of utilities or other services to the Land, the workmanship or materials used in the improvements on the Property, or the present or future income that may be generated from the Property, except for the warranty of title set forth in this deed and the contract under which this deed was delivered. Grantee acknowledges that it is relying solely upon its investigation and examination of the Property and is satisfied with the condition thereof, and agrees that the Property is being conveyed to Grantee "AS IS" and "WITH ALL FAULTS," with any and all latent and patent defects, except for the warranty of title set forth in this deed and the contract under which this deed was delivered.

This conveyance is made by Grantor and accepted by Grantee subject to the encumbrances and other matters described on Exhibit "B" attached hereto.

A handwritten signature in dark ink, appearing to be 'JBT', is located in the bottom right corner of the page.

Ad valorem taxes for the year 2021 have been prorated as of the date hereof, and Grantee assumes and agrees to pay all taxes for the year 2021, as well as any subsequent years during Grantee's ownership of the Property.

(Signature Page Follows)

A handwritten signature in black ink, located in the bottom right corner of the page. The signature is stylized and appears to be a combination of initials and a surname.

(Signature Page To Special Warranty Deed)

EXECUTED to be effective this the 25th day of December, 2021.

GRANTOR:

Covey Fund I LP
a Texas limited partnership

By: Duncan Findley Group, LLC
a Texas limited liability company
its General Partner

By: [Signature]
Name: Brett Findley
Title: Manager

STATE OF TEXAS

COUNTY OF ~~HAYS~~ Travis

This instrument was acknowledged before me on December 29, 2021, by Brett Findley, as Manager of Duncan Findley Group, LLC, a Texas limited liability company, as general partner of Covey Fund I, LP., a Texas limited partnership, on behalf of said limited partnership.

[Signature]
Notary Public, State of Texas

GRANTEE'S ADDRESS:

360 Old Stagecoach Retail, LLC
12600 Hill Country Boulevard, Suite R-275
Bee Cave, Texas 78738

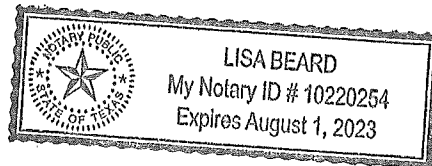


EXHIBIT "A"

7.16 acres, more or less, being all of Lot 2, Block A, FINDLEY SUBDIVISION, according to the map or plat thereof, recorded in Document No. 21040053, Official Public Records, Hays County, Texas and more partiucarl described by metes and bounds as follows:

A 7.16 ACRES (311,950 SQUARE FEET), TRACT OF LAND, LYING WITHIN THE SAMUEL PHARASS SURVEY, ABSTRACT 380, HAYS COUNTY, TEXAS, AND BEING ALL OF LOT 2, BLOCK A OF FINDLEY SUBDIVISION, A SUBDIVISION RECORDED IN DOCUMENT NUMBER 21040053, OFFICIAL PLAT RECORDS OF HAYS COUNTY, TEXAS, DESCRIBED AS FOLLOWS:

BEGINNING AT A FENCE POST FOUND FOR THE NORTHWESTERN CORNER OF SAID LOT 2, THE EASTERNMOST CORNER OF A CALLED 2.62 ACRE TRACT CONVEYED TO ALTON E. FRANKE IN VOLUME 245, PAGE 347, DEED RECORDS OF HAYS COUNTY, TEXAS AND BEING A SOUTHERN CORNER OF A 57.260 ACRE TRACT CONVEYED TO KYLE MORTGAGE INVESTORS, LLC, FOR THE WESTERNMOST CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE, WITH THE NORTHWESTERN CORNER OF SAID LOT 2 ALSO BEING THE SOUTHEASTERN LINE OF SAID 57.260 ACRE TRACT, N35°54'58"E, A DISTANCE OF 507.96 FEET TO AN 1/2" IRON ROD FOUND AT THE EASTERN SAID 57.260 ACRE AND THE SOUTHERN CORNER OF CALLED 4.847 ACRE TRACT OF CONVEYED TO DAVID BESEDA IN DOCUMENT NUMBER 17041944, OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS;

THENCE, WITH THE NORTHWESTERN LINE OF SAID LOT 2 AND ALSO BEING THE SOUTHEASTERN LINE OF SAID 4.847 ACRE TRACT, N35°57'08"E, A DISTANCE OF 184.73 FEET TO AN A CALLED IRON ROD WITH CAP STAMPED "ATWELL LLC" SET FOR THE NORTHERNMOST CORNER OF SAID LOT 2, THE SOUTHEASTERN LINE OF SAID 4.847 ACRE AND THE WESTERNMOST CORNER OF LOT 1, BLOCK A OF SAID FINDLEY;

THENCE, WITH THE SOUTHWESTERN LINE OF SAID LOT 1 AND 2 AND ALSO BEING IN THE NORTHWESTERN RIGHT OF SAID LOT 2, S50°23'29"E, A DISTANCE OF 436.51 FEET TO AN IRON ROD WITH CAP STAMPED "ATWELL LLC" SET, FOR THE EASTERNMOST CORNER OF SAID LOT 2 AND ALSO BEING IN THE NORTHWESTERN RIGHT-OF-WAY OF OLD STAGECOACH ROAD (RIGHT-OF-WAY LINE);

THENCE, WITH THE NORTHWESTERN LINE OF SAID OLD STAGECOACH ROAD AND THE SOUTHEASTERN LINE OF SAID LOT 2, S43°46'53"W, A DISTANCE OF 935.83 FEET TO AN IRON ROD FOUND WITH CAP STAMPED "ATWELL LLC" SET, FOR THE SOUTHERNMOST CORNER OF SAID LOT 2 AND THE EASTERNMOST CORNER OF SAID SOUTHERN 2.62 ACRE TRACT;

THENCE, WITH THE SOUTHERNMOST OF SAID LOT 2 AND THE NORTHERN LINE OF SAID 2.62 ACRE TRACT, N13°46'30"W, A DISTANCE OF 406.05 FEET TO THE POINT OF BEGINNING.

CONTAINING 7.16 ACRES OR 311,950 SQUARE FEET, MORE OR LESS.

Exhibit B**Permitted Exceptions**

1. The following restrictive covenants of record itemized below:
Document No. 21040053, Official Public Records, Hays County, Texas, but omitting any covenant or restriction based on race, color, religion, sex, disability, handicap, familial status or national origin.
2. Easement as STATED and SHOWN on the plat and dedication set out in Schedule A hereof:
Purpose: municipal utility easement
Location: 15 feet adjacent to all street ROW; 5 feet along each side lot line and 10 feet adjacent to all rear lot lines
3. Easement as SHOWN on the plat and dedication set out in Schedule A hereof:
Purpose: wastewater
Location: 15 feet adjacent to a portion of the Old Stagecoach Road property line
4. Easement as SHOWN on the plat and dedication set out in Schedule A hereof:
Purpose: wastewater
Location: 20 feet across the center of Lot 2 as shown
5. Easement as SHOWN on the plat and dedication set out in Schedule A hereof:
Purpose: water
Location: 15 feet across the center of Lot 2 as shown
6. Easement:
Recorded: Document No. 21013408, Official Public Records, Hays County, Texas.
To: Pedernales Electric Cooperative, Inc.
Purpose: electric utility

**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.

21071699 DEED
12/30/2021 03:48:50 PM Total Fees: \$46.00

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

