14 CAC -2130 10/14/04 20 00/4

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

20402128

SPECIAL WARRANTY DEED WITH VENDOR'S LIEN

Date: October 13, 2004

Grantor: ADOLPH GARZA and JULIE GARZA, husband and wife

Grantor's Mailing Address:

P.O. Box 133 Kyle, TX 78640

Grantee: KYLE MEDICAL INVESTMENTS, LP

Grantee's Mailing Address:

c/o William C. Bryant 700 Lavaca, Suite 1300 Austin, TX 78701

Consideration: Cash and a note of even date executed by Grantee and payable to the order of Grantor in the principal amount of TWO HUNDRED EIGHTY-TWO THOUSAND EIGHT HUNDRED AND NO/100 DOLLARS (\$282,800 00) The note is secured by a first and superior vendor's lien and superior title retained in this deed and by a first-lien deed of trust of even date from Grantee to WM Z FITZGERALD, Trustee

Property (including any improvements):

Being 2 96 acres of land, more or less, out of the Z HINTON SURVEY NO 12, Hays County, Texas, and being more particularly described by metes and bounds in Exhibit "A" attached hereto, incorporated herein and made a part hereof for all purposes, together with (1) any and all appurtenances belonging or appertaining thereto, (ii) any and all improvements located thereon, (iii) Grantor's rights, if any, in and to any and all appurtenant easements or rights of way affecting said real property, (v) any and all mineral rights and interests of Grantor relating to said real property (present or reversionary), (vi) any and all rights to the present or future use of wastewater, wastewater capacity, drainage, water or other utility facilities to the extent same pertain to or benefit said real property or the improvements located thereon, including without limitation, all reservations of or commitments or letters covering any such use in the future, whether now owned or hereafter acquired, (vii) all right, title and interests of Grantor, If any, in and to (a) any and all roads, streets, alleys and ways (open or proposed) affecting, crossing, fronting or bounding said real property, including any unpaid or pending awards to be made relating thereto including, without limitation, any unpaid awards or damages payable by reason of damages thereto or by reason of widening of or changing of the grade with respect to same, (b) all right, title and interests of Grantor, if any, in and to any and all strips, gores, or pieces of property abutting, bounding or which are adjacent or contiguous to said real property (whether owned or claimed by deed, limitations or otherwise), (c) any and all air rights relating to said real property and (d) any and all reversionary interest in and to said real property (said real property together with any and all of the related improvements, appurtenances, rights and interests referenced in items (i) through (vii) above are herein collectively referred to as the "Property")

Reservations from Conveyance: None

Exceptions to Conveyance and Warranty:

1 Easement from John R Groos to Texas Power & Light Co, recorded in Volume 110, page 419,

Hays County Deed Records

- 2 Easement from John R Groos and wife, to United Gas Corp , recorded in Volume 184, page 429, Hays County Deed Records
- 3 Memorandum of Lease Agreement dated August 3, 1994, recorded in Volume 1106, page 194, between Adolph Garza and wife, Julie Garza, Lessor, and ACC McCaw Cellular of Fresno, Lessee
- 4 Subordination, Non-disturbance and Attornment Agreement between John R Groos, Jr and wife, Lora Jean Groos, and ACC McCaw Cellular of Fresno, et al., recorded in Volume 1118, page 612, Hays County Official Public Records
- 5 Subordination, Non-disturbance and Attornment Agreement dated July 7, 2003, between Balcones Bank, SSB, and Wireless Land, L P, recorded in Volume 2262, page 703, Hays County Official Public Records
- 6 Memorandum of Assignment of Lease and Access Easement dated July 11, 003, between Adolph Garza and Julie Garza, and Wireless Land, LP, recorded in Volume 2262, page 698, Hays County Official Public Records
- 7 Memorandum of Assignment of Lease and Access Easement dated July 11, 003, between Wireless Land, L P and Wireless Equity, L P, recorded in Volume 2269, page 241, Hays County Official Public Records
- 8 Taxes for 2004, which Grantee assumes and agrees to pay, and subsequent assessments for that and prior years due to change in land usage, ownership, or both, the payment of which Grantee assumes
- 9 Overhead telephone line along Easterly property line as shown on survey plat prepared October 12, 2004 by Clyde Barroso, RPLS #5404, for Eagle Land Surveying
- Overhead electric line along Easterly property line as shown on survey plat prepared October 12, 2004 by Clyde Barroso, RPLS #5404, for Eagle Land Surveying
- Underground cable and water lines along Easterly property line as indicated by markers and shown on survey plat prepared October 12, 2004 by Clyde Barroso, RPLS #5404, for Eagle Land Surveying

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

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

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

STATE OF TEXAS

COUNTY OF HAYS

This instrument was acknowledged before me on _______ and JULIE GARZA, husband and wife

)

_, 2004, by ADOLPH GARZA

AREA CASSASSESSASSASSC. ALTENHOFF S REGULLIO, State of Texas My COLLEGE Soires Oct 2 2007 S AVERCECCE

Notary Public, State of Texas

PREPARED IN OFFICES OF FITZGERALD, MAJORS & STEVENS, L L P POST OFFICE BOX 653 SAN MARCOS, TEXAS 78667-0653

June 21, 2004

FIELD NOTES DESCRIBING 2 960 ACRES OF LAND, MORE OR LESS, OUT OF THE Z HINTON SURVEY NUMBER 12, HAYS COUNTY, TEXAS, BEING THAT SAME TRACT OF LAND CALLED 3 09 ACRES, AS DESCRIBED AND RECORDED IN VOLUME 410, PAGE 371, HAYS COUNTY REAL PROPERTY RECORDS, SAID 2 960 ACRES BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS

BEGINNING at a 1/2" iron pin found on the East right-of-way (ROW) line of the Missouri-Pacific Railroad, being the West ROW line of U.S. Highway No 81, for the South corner of the herein described 2 960 acre tract,

THENCE, N 00°45'31"E, with the East ROW line of the Missouri-Pacific Railroad, a distance of 718 99 feet to a wood fence post found for a salient corner of the Missouri-Pacific Railroad tract, for an interior corner of the herein described tract,

THENCE, S 87°52'09"W, a distance of 152 09 feet to an iron pin set for the Westerly Southwest corner of the herein described tract,

THENCE, N 00°39'00"E, with the East ROW line of the Missouri-Pacific Railroad, a distance of 352 65 feet to an iron pin found for the Northwest corner of the herein described tract, being the Southwest corner of that tract of land, as described and recorded in Volume 110, Page 248, Hays County Deed Records,

THENCE, S 89°41'00"E, a distance of 329 01 feet to an iron pin set on the curving West ROW line of U.S. Highway No. 81, at the base of a utility pole, for the Northeast corner of the herein described tract,

THENCE, with the curving West ROW line of U.S. Highway No. 81, along a curve to the left having an interior angle of 10°42'49", a radius of 5,789 6 feet, an arc length of 1,082 58 feet and a chord distance of 1,081 01 feet that bears S 10°09'09"W, to the POINT OF BEGINNING, containing 2 960 acres of land, more or less

These field notes accompany a survey plat, job number 40192

Clyde Barroso, RPLS #5404, State of Texas

Filed for Record in:

Hass Counts

E OF

LYDE BARROSO

On: Oct 14,2004 at 02:52P Document Number:

04029854

Amount:

20.00

Receipt Number P.4 F

111445

Fauu (nula: Debota

Lee Corlisle: County (lerk Hous County

age one of one 40192/field notes doc

(SPACE ABOVE FOR RECORDER'S USE ONLY)

2348-92

SPECIAL WARRANTY DEED

STATE OF TEXAS)
) KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF HAYS)

That UNION PACIFIC RAILROAD COMPANY, a Delaware corporation, Grantor, for and in consideration of the sum of Ten Dollars (\$10.00) and a note of even date that is executed by Grantee, payable to the order of Capital Bank of Texas, and other good and valuable consideration paid to the undersigned by the Grantee herein named, the receipt and sufficiency of which are hereby acknowledged and confessed, HAS GRANTED, SOLD, AND CONVEYED, and by these presents DOES HEREBY GRANT, SELL, AND CONVEY unto KYLE MEDICAL INVESTMENTS, L.P., a Texas limited partnership, Grantee, all of that certain real estate (the "Property") lying and being situated in Hays County, Texas, more particularly described in Exhibit A attached hereto and hereby made a part hereof for all purposes. The above note is secured by a vendor's lien retained in favor of Capital Bank of Texas in this deed and by a Deed of Trust of even date from Grantee for the benefit of Capital Bank of Texas.

There is, however, expressly reserved and excepted from this conveyance all coal, oil, gas, and the minerals and mineral rights of whatever nature or description, kind or character, like or unlike, known or unknown, and whether occurring in solid, liquid, vaporous or other and different forms in, on or under the land conveyed hereunder; provided, however, that no operation of investigating, exploring, prospecting or mining for or storing or transporting said minerals or any of them, shall be conducted or placed upon said premises.

This deed is made SUBJECT TO the following:

(a) All taxes and all assessments, or, if payable in installments, all installments of assessments, levied upon or assessed against the Property which became or may become due and payable in the year 2006 shall be prorated as of the date of delivery of this deed by Grantor to Grantee, said date being the 18 day of December., 2006; and Grantee assumes and agrees to pay, or to

reimburse Grantor for, if paid by it, all such taxes and assessments and installments of assessments applicable to the period subsequent to the date of delivery of this deed and assumes all taxes and all assessments and all installments of assessments which may become due and payable after said year;

- (b) All liens, encumbrances, clouds upon, impairments of and defects in the title created or permitted to be created by Grantee on and after the date of delivery of this deed by Grantor to Grantee, and any and all restrictions and limitations imposed by public authority, and any easements, restrictions and/or outstanding rights of record, and exceptions, reservations and conditions contained in prior deeds or open and obvious on the ground, and
- (c) Licenses and other rights to use the Property, regardless of whether visible, open and obvious, recorded or unrecorded or for public streets, rights of way or utilities.

The Property is conveyed by Grantor subject to the following covenants, conditions and restrictions, which Grantee by the acceptance of this Deed covenants for itself, its successors and assigns, faithfully to keep, observe and perform:

1. <u>Fence Covenant.</u> Grantee, at its sole cost and expense, shall install, within ninety (90) days after the date of delivery of this Deed, and thereafter maintain fencing, at a minimum of 6-foot chain link or other fencing, or other barriers to prevent access to or encroachment on the railroad right-of-way of Grantor adjacent to the western boundary of the Property. The fencing or barrier must be of a design and type satisfactory to Grantor, and in compliance with applicable building codes. Grantee shall submit the plans for the fencing or barrier construction to:

Vice President-Engineering Management Union Pacific Railroad Company 1400 Douglas Street, Mail Stop 0910 Omaha, Nebraska 68179

with copy of transmittal to:

Assistant Vice President - Real Estate Union Pacific Railroad Company 1400 Douglas Street, Mail Stop 1690 Omaha, Nebraska 68179

for review and approval. Grantor shall complete such review and make appropriate response to Grantee within twenty (20) days after receipt of such plans by Grantor. Grantor shall not unreasonably withhold its approval of such plans. Such approval does not constitute a guarantee or warranty that such plans comply with applicable governmental laws, rules, regulations or ordinances, or that the fence as constructed will be structurally sound. If Grantor fails to respond within said twenty (20) day period, said fencing will be deemed approved.

2. Railroad Proximity Covenant.

- (a) Grantee acknowledges that the property abutting the western boundary line of the Property is dedicated and used for railroad purposes, that railroad operations may create noise, vibrations, emissions, fumes and odors twenty-four (24) hours a day, and that the amount, nature and intensity of railroad operations may increase or change (collectively, the "Permitted Effects"). Grantee accepts the Property subject to the existence of the Permitted Effects. By acceptance of the Property, Grantee agrees that, at Grantee's sole cost and expense, as part of the development of the Property, Grantee shall design and install and/or construct and thereafter maintain improvements to reduce or limit the Permitted Effects and to comply with all governmental requirements, if any, which may be imposed as a condition to the development and use of the Property because of the Permitted Effects.
- (b) Grantee shall not, and hereby waives all rights to, (i) institute legal proceedings against Grantor to reduce or lessen the Permitted Effects, and (ii) directly or indirectly participate in petition drives, lobbying efforts or other activities seeking the enactment of federal, state or local laws or ordinances to reduce or lessen the Permitted Effects. Any party breaching such covenant shall reimburse Grantor for all costs incurred by Grantor to comply with any such orders, laws or ordinances, including, without limitation, attorney fees and court costs.
- (c) If Grantee sells or leases all or any portion of the Property, Grantee shall require all purchasers and tenants to acknowledge the location of the railroad operations abutting the Property and the existence of the Permitted Effects, and to agree in writing, for the benefit of Grantor, to comply with the above covenants.
- 3. Restriction on Use. Grantee, its successors and assigns, may use the Property for industrial, office, and retail-oriented commercial business (for example, shopping center, filling station, restaurant) purposes, only, and for no other purposes whatsoever. Without limitation of the foregoing, the Property must not be used for any of the following purposes: (i) residential, (ii) lodgings or accommodations (including, without limitation, hotels, motels, boarding houses, dormitories, hospitals, nursing homes, or retirement centers), or (iii) cultural, educational, recreational or child-care facilities (including, without limitation, schools, kindergartens, day-care centers, gymnasiums, athletic fields, picnic grounds or parks).

The above covenants are covenants that run with the Property, the burdens of which will be binding on the successors and assigns of Grantee, and the benefits of which will inure to the successors and assigns of Grantor.

TO HAVE AND TO HOLD the Property, together with all and singular the rights and appurtenances thereto in any wise belonging unto the said Grantee, its successors and assigns forever, and Grantor does hereby bind itself, its successors and assigns, to warrant and forever defend all and singular the Property unto Grantee and its successors and assigns, against every person

whomsoever lawfully claiming or to claim the same, or any part thereof, by, through or under it, but not otherwise, subject, however, as aforesaid.

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

Executed this 18th day of DECEMBER, 2006.

Attest:

lloema

Assistant Secretary

(Seal)

UNION PACIFIC RAILROAD COMPANY, a Delaware corporation

By:

tle: Assistant Vice President - Real Estate

STATE OF NEBRASKA)	
)	SS
COUNTY OF DOUGLAS)	

On DECEMBER 18, 2006, before me, a Notary Public in and for said County and State, personally appeared TONY K. LOVE and M.E. HEEVAN, AVP. REAL ESTATE and Assistant Secretary, respectively, of UNION PACIFIC RAILROAD COMPANY, a Delaware corporation, personally known to me (or proved to me on the basis of satisfactory evidence) to be the persons whose names are subscribed to the within instrument, and acknowledged to me that they executed the same in their authorized capacities, and that by their signatures on the instrument the persons, or the entity upon behalf of which the persons acted, executed the instrument.

WITNESS my hand and official seal.

GENERAL NOTARY - State of Nebraska

JAMES E.MATZA

My Comm. Exp. Dec. 20, 2009

(SEAL)

Grantee hereby accepts this Deed and agrees for itself, its successors and assigns, to be bound by the covenants set forth herein.

Dated this 20 day of Dec , 200 L

KYLE MEDICAL INVESTMENTS, L.P.

By: Kyle Modicet 6P, W.C., its general partner

By: MM CONJON

Its: Manager

William C. Bryant

Manager

STATE OF TEXAS COUNTY OF TRAVIS) ss.

On 12-20, 2006, before me, a Notary Public in and for said County and State, personally appeared William C. Bryant, Manager of Kyle ** who is the Sole General Partner of Kyle Medical Investments, L.P., a Texas limited partnership, and was duly authorized in his/her capacity to execute the foregoing instrument for and in the name and behalf of said corporation, and further stated and acknowledged that he/she had so signed, executed and delivered said foregoing instrument for the consideration, uses and purposes therein mentioned and set forth.

WITNESS my hand and official seal.

* Egs modical GP. LLC.

(Seal)

Susie McCreary Notary Public State of Texas SEPTEMBER 23, 2009

After Recording Return To Grantee's Address: Kyle Medicul Investments, LP 700 Lavaca St. Austin, Tx 78701

UNION PACIFIC RAILROAD COMPANY Kyle, Hays County, Texas EXHIBIT "A"

DESCRIPTION OF 2.878 ACRES, MORE OR LESS, OF LAND AREA IN THE Z. HIINTON SURVEY NO. 12, IN HAYS COUNTY, TEXAS, AND BEING A PORTION OF THE UNION PACIFIC RAILROAD RIGHT-OF-WAY LOCATED IN THE CITY OF KYLE, HAYS COUNTY, TEXAS, SAID RIGHT-OF-WAY BEING THE REMAINDER OF THAT 200 ACRE TRACT OF LAND DESCRIBED IN A DEED DATED JULY 24,1880 FROM DAVID E. MOORE, ET AL, TO INTERNATIONAL AND GREAT NORTHERN RAILROAD COMPANY, AS RECORDED IN VOLUME N, PAGE 332, DEED RECORDS OF HAYS COUNTY, TEXAS, SAVE AND EXCEPT THAT PORTION DESCRIBED AS 179.69 ACRES IN A DEED DATED SEPTEMBER I, 1880 FROM INTERNATIONAL AND GREAT NORTHERN RAILROAD COMPANY, TO TEXAS LAND COMPANY, SAID TEXAS LAND COMPANY TRACT ALSO BEING KNOWN AS THE ORIGINAL CITY OF KYLE, HAYS COUNTY, TEXAS, AND BEING PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 1/2" iron rod found in the east line of the aforementioned Union Pacific Railroad Right-of-way for the southeast corner of that 2.96 acre tract of land described in a deed from Adolph Garza, et ux, to Kyle Medical Investments, LP, as recorded in Volume 2561, Page 38, Official Public Records of Hays County, Texas, said point also being in the west right-of-way line of Highway No. 81, also known as Business 81;

THENCE leaving the afore referenced Kyle Medical Investments Tract with the common line of the Union Pacific Railroad Right-of-way and U.S. Highway No. 81 with a left breaking curve having a radius length of 5789.58 feet, an arc length of 114.30 feet and a chord which bears S 02°45′15″W 114.30 feet to a 1/2″ iron rod found with a cap marked "5687 RPLS" for the northeast corner of that 2.00 acre tract of land described in a deed dated June 28, 2005 from Union Pacific Railroad Company, to Dc Fla Strawn, et ux, as recorded in Volume 2720, Page 650, Official Public Records of Hays County, Texas, same being the southeast corner of the herein described tract of land;

THENCE leaving U.S. Highway 81 and entering the Union Pacific Railroad Right-of-way, with the line of the afore referenced Strawn Tract, N 89°27'00"W 146.98 feet to a 1/2" iron rod found with a cap marked "5687 RPLS" in the proposed cast line of the Union Pacific Railroad Right-of-way, for the northwest corner of the Strawn Tract, same being the southwest corner of the herein described tract of land;

THENCE leaving the Strawn Tract, with said proposed east line Union Pacific Railroad

Right-of-way, N 00°41'30"E 826.02 feet to a 1/2" iron rod found with a cap marked "EAGLE SURVEYING" for the southwest corner of the afore referenced Kyle Medical Investments Tract, same being an interior corner of the existing Union Pacific Railroad Right-of-way and being the northwest corner of the herein described tract of land;

THENCE with the common line of the existing Union Pacific Railroad Right-of-way and the Kyle Medical Investments Tract, N 87°50'45" E 152.15 feet to a MAG nail found in a cedar fence post for an interior corner of the Kyle Medical Investments Tract, same being an exterior corner of the Union Pacific Railroad Right-of-way, and being the northeast corner of the herein described tract of land;

THENCE continuing with the common line of the Union Pacific Railroad Right-of-way and the Kyle Medical Investments Tract, S 00°45'31"W 719.00 to the Place of Beginning.

Contains an area of 2.878 Acres more or less.

OFFICE OF REAL ESTATE OMAHA, NEBRASKA December 15, 2006 234892a.leg

Filed for Record in:
Haus Counts
On: Dec 21,2006 at 01:24P
Document Number: 06038484
Amount: 44.00
Receipt Number - 161778
Bu,
Rose Robinson, Deputs
Lee Carlisle, Counts Clerk
Haus Counts

CORRIGOR ++170 20-2848-4

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GENERAL WARRANTY DEED

THE STATE OF TEXAS §

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF HAYS §

THAT Center 81 Investments LLC, a Texas limited liability company, acting herein by and through it's duly authorized and empowered managers, hereinafter called "Grantor", for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable considerations cash in hand paid by Kyle Medical Investments LP, the receipt of all of which is hereby acknowledged, have GRANTED, BARGAINED, SOLD and CONVEYED, and by these presents do GRANT, BARGAIN, SELL and CONVEY unto the said Kyle Medical Investments LP, whose address is 700 Lavaca St., Ste. 1300, Austin, TX 78701-3104, hereinafter called "Grantee", the following described tract or parcel of land lying and being situated in Hays County, Texas, to-wit:

Lot 2, Block A, FINAL PLAT OF CENTER 81, a subdivision in Hays County, Texas, according to the map or plat recorded in Volume 17, Page 329, Plat Records, Hays County, Texas

THIS CONVEYANCE is expressly made SUBJECT TO any and all easements, rights-of-way, restrictions, ordinances, mineral or royalty reservations or conveyances, leases of every kind and character, and any and all other similar matters affecting the above-described property, excluding liens, life estates, and/or fee interests in third parties, and appearing of record in the Office of the County Clerk of Hays County, Texas.

TO HAVE AND TO HOLD the above described premises, together with all and singular the rights and appurtenances thereto in anywise belonging unto the Grantee herein, its successors and assigns, forever; and Grantor does hereby bind itself, it's successors, and assigns, to WARRANT AND FOREVER DEFEND all and singular the said premises unto the Grantee herein, its successors and assigns, against every person whomsoever lawfully claiming, or to claim the same or any part thereof.

EXECUTED this the gtm of October, 2020.

Center, 81 Investments, LLC

William C. Bryant, Manager

Pat Patton, Manager

THE STATE OF TEXAS

COUNTY OF HAYS §

This instrument was acknowledged before me on the 13 day of 2020, by William C. Bryant and Pat Patton, Managers of Center 81 Investments, LLC, on behalf of said limited liability company.

NOTARY PUBLIC, STATE OF TEXAS

PAMELA S GAWLIK
Notary Public, State of Texas
Comm. Expires 10-30-2021
Notary ID 1090759-3

After Recording Return To:
Corridor Title LLC
1611 W. Fifth Street Suite 160
Austin, TX 78703

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.

20046476 DEED 10/15/2020 03:48:32 PM Total Fees: \$26.00

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

Elein & Cardenas