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SPECIAL WARRANTY DEED WITH VENDOR'S LIEN

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.

STATE OF TEXAS		§	
		§	KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF BEXAR	S *	§	

THAT, CULEBRA - CROWN MEADOWS, LTD., a Texas limited partnership, CLARKSVILLE, INC., a Texas corporation, CULEBRA ONE, LLC, a Texas limited liability company, and INGRAM ONE, LLC, a Texas limited liability company (hereinafter referred to as "Grantors"), for the sum of TEN AND NO/100 (\$10.00) DOLLARS and other good and valuable cash consideration in hand paid by CROWN MEADOWS SA PARTNERSHIP, LTD., a Texas limited partnership (hereinafter referred to as "Grantee"), whose mailing address is 9312 Civic Center Dr., Suite 105, Beverly Hills, California 90210, the receipt and sufficiency of which are hereby acknowledged, in further consideration of the execution and delivery by Grantee of one certain Promissory Note (the "Note") dated on or before the date of this Deed, in the original principal sum of \$ 6,037,500.00, bearing interest at the rate therein stipulated, payable to the order of Goldman Sachs Mortgage Company ("Lender"), as therein provided, the payment of · which Note is secured by the vendor's lien and superior title hereinafter reserved and retained and assigned to Lender, and is additionally secured by a Deed of Trust from Grantee to Nicholas M Pyka, Esq., Trustee for the benefit of Lender, have GRANTED, SOLD and CONVEYED, and by these presents do GRANT, SELL and CONVEY, unto Grantee that certain tract or parcel of land, more particularly described on Exhibit "A" attached hereto and made a part hereof for all purposes together with all of Grantors' right, title and interest in and to all improvements thereon and all rights and appurtenances pertaining to the land, including all rights under easement and access agreements which serve such parcel of land and all right, title and interest of Grantors in and to adjacent public roadways, public alleys and easements (hereinafter referred to collectively as the "Property").

This conveyance is made and accepted subject to the matters set forth on Exhibit "B" attached hereto and made a part hereof for all purposes, to the extent that same are valid and subsisting and affect the Property (the "Permitted Exceptions"). Taxes for the current year have been prorated as of the date hereof and are hereby assumed by Grantee.

TO HAVE AND TO HOLD the Property, together with all and singular the rights and appurtenances thereto in anywise belonging, unto Grantee and Grantee's successors and assigns, and subject to the Permitted Exceptions, Grantors do hereby bind Grantors, and Grantors' successors and assigns, to Warrant and Forever Defend all and singular the Property unto Grantee and Grantee's successors and assigns, against every person whomsoever lawfully

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claiming or to claim the same or any part thereof, by, through or under Grantors but not otherwise.

Lender has, at the special instance and request of Grantee, paid to Grantor a portion of the purchase price of the Property, out of the proceeds of the Note. The vendor's lien against the Property securing the payment of the Note is hereby assigned, transferred and delivered without recourse to Lender, and Grantor is hereby conveying to Lender the superior title to the Property, subrogating Lender to all the rights and remedies of Grantor in the Property by virtue of said liens.

It is expressly agreed that the Vendor's Lien, as well as the superior title in and to the Property is retained against the Property until the Note and all interest thereon are fully paid according to the face, tenor, effect and reading thereof, when this Deed shall become absolute.

EXCEPT FOR THE REPRESENTATIONS AND WARRANTIES PROVIDED IN THE PURCHASE AND SALE AGREEMENT BETWEEN GRANTOR AND GRANTEE (THE "PURCHASE AGREEMENT"), GRANTEE ACKNOWLEDGES AND AGREES THAT THE PROPERTY IS BEING CONVEYED "AS IS", "WHERE IS", AND WITH ALL FAULTS. EXCEPT AS EXPRESSLY SET FORTH IN THE PURCHASE AGREEMENT AND THIS DEED, GRANTOR MAKES NO REPRESENTATION OR WARRANTY WHATSOEVER WHETHER EXPRESSED OR IMPLIED WITH RESPECT TO THE PROPERTY (EXCEPT THE WARRANTY OF TITLE), THE AVAILABILITY OF UTILITIES TO THE PROPERTY, ACCESS OF THE PROPERTY TO PUBLIC ROADS, OR THE CONDITION, ADEQUACY OR SUITABILITY OF THE PROPERTY FOR GRANTEE'S PURPOSES, HABITABILITY, TENANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY OR THE ENVIRONMENTAL CONDITION OF THE PROPERTY AND THE PRESENCE OF OR CONTAMINATION BY HAZARDOUS MATERIALS AND GRANTOR HEREBY DISCLAIMS ANY SUCH WARRANTY. GRANTEE HAS INQUIRED AS TO (I) THE PHYSICAL CONDITION OF THE PROPERTY, (II) WHETHER ANY PORTION OF THE PROPERTY LIES IN ANY FLOOD PLAIN, FLOOD WAY OR SPECIAL FLOOD HAZARD AREA, (III) THE GEOLOGICAL AND SOIL CONDITION OF THE PROPERTY, (IV) WHETHER THE PROPERTY COMPLIES WITH ALL CITY OR COUNTY ZONING AND BUILDING REGULATIONS, AND (V) ALL ENVIRONMENTAL CONDITIONS (INCLUDING BUT NOT LIMITED TO THE PRESENCE OF ASBESTOS OR OTHER HAZARDOUS MATERIALS) RELATING TO THE PROPERTY.

[signature on the following page]

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EXECUTED effective as of the	4 day of Jane, 2015.
	CULEBRA - CROWN MEADOWS, LTD., a Texas limited partnership
	By: Ashley GP Corp., a Texas corporation, its general partner By: Ronald L. Hensarling, President
	CLARKSVILLE, INC., a Texas corporation,
,	S. George Carmichael, President
•	CULEBRA ONE, LLC, a Texas limited liability company By:
	J. George Carmichael, Manager
	INGRAM ONE, LLC, a Texas limited liability company By:
	S. George Carnio Manager

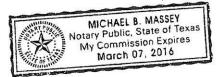
STATE OF TEXAS



COUNTY OF HARRIS

This instrument was acknowledged before me on the 23 day of 50 NE.

2015, by Ronald L. Hensarling, President of Ashley GP Corp., a Texas corporation, General Partner of Culebra - Crown Meadows, Ltd., a Texas limited partnership, on behalf of said corporation and limited partnership.

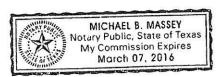


Notary Public

STATE OF TEXAS

COUNTY OF HARRIS

This instrument was acknowledged before me on the $2 \ge$ day of $3 \le$, 2015, by J. George Carmichael, President of Clarksville, Inc., a Texas corporation, on behalf of said corporation.



Notary Public

STATE OF TEXAS

COUNTY OF HARRIS

This instrument was acknowledged before me on the 23 day of Jone, 2015, by J. George Carmichael, Manager of Culebra One, LLC, a Texas limited liability company, on behalf of said limited liability company.

MICHAEL B. MASSEY
Notary Public, State of Texas
My Commission Expires
March 07, 2016

Notary Public

STATE OF TEXAS

7201726**v**

COUNTY OF HARRIS

This instrument was acknowledged before me on the <u>Z3</u> day of <u>JJ we</u>, 2015, by J. George Carmichael, Manager of Ingram One, LLC, a Texas limited liability company, on behalf of said limited liability company.

MICHAEL B. MASSEY
Notary Public, State of Texas
My Commission Expires
March 07, 2016

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EXHIBIT "A"

BEING 4.550 ACRES OF LAND OUT OF LOT 4, BLOCK 4, NEW CITY BLOCK 18284, CROWN MEADOWS SUBDIVISION, RECORDED IN VOLUME 9503, PAGES 75-77 OF THE DEED AND PLAT RECORDS OF BEXAR COUNTY, TEXAS AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A HIGHWAY MONUMENT FOUND IN THE NORTHWEST R.O.W. LINE OF INGRAM ROAD (86' R.O.W.) AT THE MOST SOUTHERLY POINT OF A CURVE RETURN FROM THE SOUTHWEST R.O.W. LINE OF CULEBRA ROAD (110' R.O.W.);

THENCE, SOUTH 49° 19' 00" WEST, 44.22 FEET ALONG SAID NORTHWEST R.O.W. LINE TO AN IRON PIN FOUND IN SAME FOR THE P.C. OF A CURVE TO THE RIGHT;

THENCE, IN A SOUTHWESTERLY DIRECTION ALONG THE CURVE TO THE RIGHT, HAVING A CENTRAL ANGLE OF 47° 21' 13", A RADIUS OF 657.00 FEET, A TANGENT DISTANCE OF 288.09 FEET, AN ARC LENGTH OF 543.00 FEET, AND A CHORD BEARING AND DISTANCE OF SOUTH 72° 59' 37" WEST, 527.68 FEET TO AN IRON PIN FOUND IN SAID R.O.W. LINE FOR THE MOST SOUTHERLY CORNER OF THIS TRACT BEING DESCRIBED HEREIN;

THENCE, DEPARTING THE NORTHWEST R.O.W. LINE OF SAID INGRAM ROAD, NORTH 00° 38' 28" WEST, 330.26 FEET TO AN IRON PIN FOUND FOR THE MOST WESTERLY CORNER OF THIS TRACT BEING DESCRIBED HEREIN;

THENCE, NORTH 49° 19 '00" EAST, 340.00 FEET TO AN IRON PIN FOUND IN THE SOUTHWEST R.O.W. LINE OF CULEBRA ROAD FOR THE MOST NORTHERLY CORNER OF THIS TRACT BEING DESCRIBED HEREIN;

THENCE, SOUTH 40° 41' 00" EAST, 439.74 FEET ALONG SAID SOUTHWEST R.O.W. LINE TO AN IRON PIN SET IN SAME FOR THE P.T. OF A CURVE TO THE RIGHT;

THENCE, IN A SOUTHWESTERLY DIRECTION ALONG SAID CURVE, HAVING A CENTRAL ANGLE OF 90° 00' 00", A RADIUS OF 25.00 FEET, A TANGENT DISTANCE OF 25.00 FEET, AN ARC LENGTH OF 39.27 FEET, A CHORD BEARING AND DISTANCE OF SOUTH 04° 19' 00" WEST, 35.36 FEET TO THE POINT OF BEGINNING AND CONTAINING 4.550 ACRES OF LAND, MORE OR LESS.

AND BEING ALSO DESCRIBED AS FOLLOWS ACCORDING TO SURVEY PREPARED BY GE REAVIS ENGINEERING, INC. DATED APRIL 22, 2015:

Being 4.550 acres of land out of Lot 4, Block 4, New City Block 18284, Crown Meadows Subdivision, as recorded in Volume 9503, Pages 75-77 of the Deed and Plat Records of Bexar County, Texas and being more particularly described as follows:

BEGINNING at a Highway Monument found in the northwest R.O.W. line of Ingram Road (86' R.O.W.) at the most southerly point of a curve return from the southwest R.O.W. line of Culebra Road (110' R.O.W.);

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THENCE, South 49°19'00" West, 44.22 feet along said northwest R.O.W. line to an iron pin found in same for the P.C. of a curve to the right;

THENCE, In a southwesterly direction along the curve to the right, having a central angle of 47°21'13", a radius of 657.00 feet, a tangent distance of 288.09 feet, an arc length of 543.00 feet, and a chord bearing and distance of South 72°59'37" West, 527.68 feet to an iron pin found in said R.O.W. line for the most southerly corner of this tract being described herein;

THENCE, departing the northwest R.O.W. line of said Ingram Road, North 00°38'28" West, 330.26 feet to an iron pin found for the most westerly corner of this tract being described herein;

THENCE, North 49°19'00" East, 340.00 feet to an iron pin found in the southwest R.O.W. line of Culebra Road for the most northerly corner of this tract being described herein;

THENCE, South 40°41'00" East, 439.74 feet along said southwest R.O.W. line to an iron pin set in same for the P.T. of a curve to the right;

THENCE, in a southwesterly direction along said curve, having a central angle of 90°00'00", a radius of 25.00 feet, a tangent distance of 25.00 feet, an arc length of 39.27 feet, a chord bearing and distance of South 04°19'00" West, 35.36 feet to the POINT OF BEGINNING and containing 4.550 acres of land, more or less.

PERMITTED EXCEPTIONS

- 1. Restrictive covenants recorded in Volume 2974, Page 1638, of the Official Public records, Bexar County, Texas.
- 2. 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 herein or not. There may be leases, grants, exceptions or reservations of mineral interest that are not listed.
- 3. A 25 foot building setback line along the street property line as set forth on the recorded plat and dedication In Book 9503, Page 75.
- 4. Easement as shown on the recorded plat and dedication, in Book 9503, Page 75: Purpose: Electric, Telephone & Cable Television Easement Location: 10 foot along the Ingram Road property line
- 5. Easement:
 Purpose: Electric and Gas Easement of varying width

Recorded: in Volume 3222, Page 1183, of the Official Public records, of Bexar County, Texas.

- Easement:
 Purpose: Underground Electric Easement 20' in width
 Recorded: in Volume 3382, Page 1460, of the Official Public records, of Bexar County,
 Texas.
- Terms, conditions and stipulations contained in Agreement:
 Recorded: County Clerk's File No. 20040097077, Official Public Records, Bexar County,
 Texas.
 Type: Landlord's Agreement Regarding Equipment
- 8. Any claim that the Title is subject to a trust or lien created under The Perishable Agricultural Commodities Act, 1930 (7 U.S.C. §§499a, et seq.) or the Packers and Stockyards Act (7 U.S.C. §§181 et seq.) or under similar state laws.

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Doc# 20150113837 # Pages 9 06/25/2015 8:41AM e-Filed & e-Recorded in the Official Public Records of BEXAR COUNTY GERARD C. RICKHOFF COUNTY CLERK Fees \$54.00

STATE OF TEXAS
COUNTY OF BEXAR
This is to Certify that this document
was e-FILED and e-RECORDED in the Official
Public Records of Bexar County, Texas
on this date and time stamped thereon.
06/25/2015 8:41AM
COUNTY CLERK, BEXAR COUNTY TEXAS

