



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.**

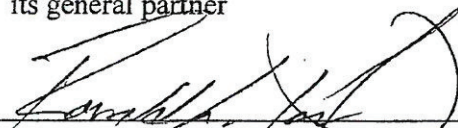
*[signature on the following page]*

22017280

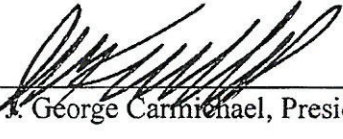
EXECUTED effective as of the 24 day of June, 2015.

CULEBRA - CROWN MEADOWS, LTD.,  
a Texas limited partnership


By: Ashley GP Corp., a Texas corporation,  
its general partner

By:   
\_\_\_\_\_  
Ronald L. Hensarling, President

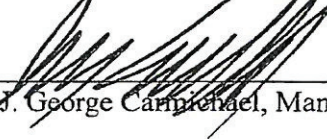
CLARKSVILLE, INC.,  
a Texas corporation,

By:   
\_\_\_\_\_  
J. George Carmichael, President

CULEBRA ONE, LLC,  
a Texas limited liability company

By:   
\_\_\_\_\_  
J. George Carmichael, Manager

INGRAM ONE, LLC,  
a Texas limited liability company

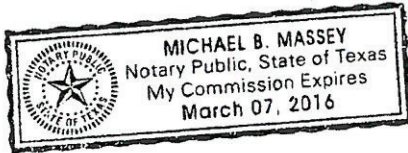
By:   
\_\_\_\_\_  
J. George Carmichael, Manager

STATE OF TEXAS

22017280

COUNTY OF HARRIS

This instrument was acknowledged before me on the 23 day of JUNE, 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.

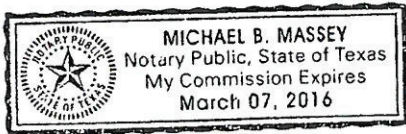


*Michael B. Massey*  
\_\_\_\_\_  
Notary Public

STATE OF TEXAS

COUNTY OF HARRIS

This instrument was acknowledged before me on the 23 day of JUNE, 2015, by J. George Carmichael, President of Clarksville, Inc., a Texas corporation, on behalf of said corporation.

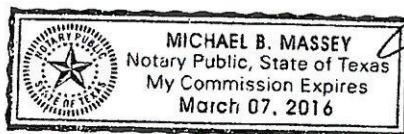


*Michael B. Massey*  
\_\_\_\_\_  
Notary Public

STATE OF TEXAS

COUNTY OF HARRIS

This instrument was acknowledged before me on the 23 day of JUNE, 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

2017250

COUNTY OF HARRIS

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



  
\_\_\_\_\_  
Notary Public

EXHIBIT "A"

22017280

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.);

Z2017280

THENCE, South  $49^{\circ}19'00''$  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  $47^{\circ}21'13''$ , 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  $72^{\circ}59'37''$  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  $00^{\circ}38'28''$  West, 330.26 feet to an iron pin found for the most westerly corner of this tract being described herein;

THENCE, North  $49^{\circ}19'00''$  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  $40^{\circ}41'00''$  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  $90^{\circ}00'00''$ , 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  $04^{\circ}19'00''$  West, 35.36 feet to the POINT OF BEGINNING and containing 4.550 acres of land, more or less.

EXHIBIT "B"

22017280

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.
6. Easement:  
Purpose: Underground Electric Easement 20' in width  
Recorded: in Volume 3382, Page 1460, of the Official Public records, of Bexar County, Texas.
7. 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.



Z2017280

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



*Gerard C. Rickhoff*