





Instrument # 18008144 Number: 1 of 6 Filed and Recorded: 3/8/2018 1:26 PM Liz Q. Gonzalez, Hays County Clerk, Texas Rec \$46.00 Deputy Clerk: PFLORES

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

GENERAL WARRANTY DEED

THE STATE OF TEXAS \$
\$ KNOW ALL MEN BY THESE PRESENTS THAT:
COUNTY OF HAYS \$

Effective Date: March 8, 2018

That SHOP'S AT HIGHPOINTE LENDER, 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 paid by QUIKTRIP CORPORATION, an Oklahoma corporation ("Grantee"), the receipt and sufficiency of which are hereby acknowledged and confessed, and subject to the Permitted Exceptions (as hereinafter defined), has GRANTED, BARGAINED, SOLD and CONVEYED, and by these presents does hereby GRANT, BARGAIN, SELL and CONVEY, unto Grantee all of the real property situated in Hays County, Texas, described in Exhibit A, attached hereto, together with all and singular the rights, benefits, privileges, easements, tenements, hereditaments and appurtenances thereon or in any wise appertaining thereto (the "Property");

In addition, Grantor hereby grants, sells and conveys to Grantee, without warranty, all of Grantor's right, title and interest, if any, in and to (i) all strips and gores of land lying adjacent to the Property, except for strips and gores adjacent to other property still owned by Grantor, (ii) all rights, easements and appurtenances belonging and appertaining thereto that Grantor owns, and (iii) all right, title and interest of Grantor in and to any and all (a) roads, streets, alleys or public and private rights of way, bounding the Property (but only to the centerline of such roads, streets, alleys or public and private rights of way) and (b) any improvements thereon, if any, in their present condition.

GRANTEE ACKNOWLEDGES THAT GRANTEE HAS INDEPENDENTLY AND PERSONALLY INSPECTED THE PROPERTY AND THAT GRANTEE IS ACQUIRING THE PROPERTY BASED UPON ITS ABILITY TO MAKE SUCH EXAMINATION AND INSPECTION. EXCEPT AS TO WARRANTIES OF TITLE, THE PROPERTY IS BEING SOLD AND ACCEPTED AS IS, WHERE-IS, AND GRANTOR MAKES NO REPRESENTATIONS OR WARRANTIES WITH RESPECT TO THE PHYSICAL CONDITION OR ANY OTHER ASPECT OF THE PROPERTY, INCLUDING, WITHOUT LIMITATION, (I) THE STRUCTURAL INTEGRITY OF ANY IMPROVEMENTS ON THE PROPERTY, (II) THE MANNER, CONSTRUCTION, CONDITION, AND STATE OF REPAIR OR LACK OF REPAIR OF ANY OF SUCH IMPROVEMENTS, (III) THE CONFORMITY OF THE IMPROVEMENTS TO PAST, CURRENT OR FUTURE APPLICABLE ZONING OR BUILDING CODE REQUIREMENTS OR THE COMPLIANCE WITH ANY OTHER LAWS, RULES, ORDINANCES, OR REGULATIONS OF ANY GOVERNMENT OR OTHER BODY, (IV) THE FINANCIAL EARNING CAPACITY OR HISTORY OR EXPENSE HISTORY OF THE OPERATION OF THE PROPERTY, (V) THE NATURE AND EXTENT OF ANY RIGHT OF WAY, LEASE, POSSESSION, LIEN, ENCUMBRANCE, LICENSE, RESERVATION, CONDITION, OR OTHERWISE, (VI) THE EXISTENCE OF SOIL INSTABILITY, PAST SOIL REPAIRS, SOIL ADDITIONS OR CONDITIONS OF SOIL FILL, SUSCEPTIBILITY TO LANDSLIDES, SUFFICIENCY OF UNDERSHORING, SUFFICIENCY OF DRAINAGE, (VII) WHETHER THE PROPERTY IS LOCATED WHOLLY OR PARTIALLY IN A FLOOD PLAIN OR A FLOOD HAZARD BOUNDARY OR SIMILAR AREA, (VIII) THE EXISTENCE OR NON EXISTENCE OF ASBESTOS, LEAD BASE PAINTS, UNDERGROUND OR ABOVE GROUND STORAGE TANKS, HAZARDOUS WASTE OR OTHER TOXIC OR HAZARDOUS MATERIALS OF ANY KIND OR ANY OTHER ENVIRONMENTAL CONDITION OR WHETHER THE PROPERTY IS IN COMPLIANCE WITH APPLICABLE LAWS, RULES AND REGULATIONS, (XI) THE PROPERTY'S INVESTMENT POTENTIAL OR RESALE AT ANY FUTURE DATE, AT A PROFIT OR OTHERWISE, (X) ANY TAX CONSEQUENCES OF OWNERSHIP OF THE PROPERTY OR (XI) ANY OTHER MATTER WHATSOEVER AFFECTING THE STABILITY, INTEGRITY, OTHER CONDITION OR STATUS OF THE LAND OR ANY BUILDINGS OR IMPROVEMENTS SITUATED ON ALL OR PART OF THE PROPERTY.

This conveyance is made and accepted subject to those matters (the "<u>Permitted Exceptions</u>") set forth on <u>Exhibit B</u>, attached hereto, but only to the extent that they affect or relate to the Property, and without limitation or expansion of the scope of the warranty herein contained.

TO HAVE AND TO HOLD the Property, subject to the Permitted Exceptions and the reservation set forth above, unto Grantee and Grantee's successors and assigns, forever; and Grantor does hereby bind Grantor and Grantor's successors and assigns to WARRANT and FOREVER DEFEND, all and singular, the Property, subject to the Permitted Exceptions and the reservation set forth above, unto Grantee and Grantee's successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

REMAINDER OF PAGE INTENTIONALLY BLANK. SIGNATURE PAGE FOLLOWS. Instrument # 18008144 Number: 3 of 6 Filed and Recorded: 3/8/2018 1:26 PM Liz Q. Gonzalez, Hays County Clerk, Texas Rec \$46.00 Deputy Clerk: PFLORES

THIS GENERAL WARRANTY DEED IS EXECUTED on the date set forth in the acknowledgment below, to be effective as of the Effective Date.

GRANTOR:

SHOP'S AT HIGHPOINTE LENDER, LLC a Texas limited liability company

By: Lee Financial Company, LLC Its Manager

Name: Richard R. Lee, Jr.

Title: Chief Executive Officer and Founder

STATE OF TEXAS

§ §

COUNTY OF Dallas

This instrument was acknowledged before me on this day of March, 2018, by Richard R. Lee, Jr., Chief Executive Officer and Founder of Lee Financial Company, LLC, the Manager of Shop's at Highpointe Lender, LLC, a Texas limited liability company, on behalf of said limited liability company.

My Commission Expires: 4-22-2019



Notary Public in and for the State of Texas

Printed Name of Notary Public

GRANTEE'S ADDRESS FOR TAX NOTICES:

QuikTrip Corporation 4705 South 129th East Avenue Tulsa, Oklahoma 74134 Attn: Real Estate Department

AFTER RECORDING RETURN TO:

QuikTrip Corporation
1 Chisolm Trail Road, Suite 450
Round Rock, Texas 78681
Attention: Director of Real Estate

RETURN TO: (2 AUSTIN TITLE COMPANY THE SUMMIT AT LA FRONTERA 810 HESTERS CROSSING, #155 ROUND ROCK, TX 78681-7841 GF: (AUT) 17007456-124

List of Exhibits:

A - Property Description
B - Permitted Exceptions

EXHIBIT A

PROPERTY DESCRIPTION

Being a 9.730 acre tract of land out of tract a of the Sawyer Springs Subdivision, Volume 12, Pages 239-240, Plat Records of Hays County, Texas (PRHCT), as situated in Hays County, Texas, said 9.730 acres of land being more particularly described by metes and bounds as follows:

Beginning at a found iron pin on the Miter Forming the intersection of the Easterly Margin of the right-of-way of Sawyer Ranch Road (variable width Public right-of-way) and the Southerly Margin of the right-of-way of U.S. Highway 290 (variable width Public right-of-way) having TX SC Grid Coordinates of North 13,984,053.021, East 2,285,346.263

THENCE along the Southerly Margin of the right-of-way of U.S. Highway 290 (for the following Two calls)

- (1) along a counterclockwise curve for 391.86 feet having a radius of 3,889.72 feet a chord bearing of North 68 degrees 14 minutes 37 seconds East and a chord distance of 391.69 feet to a found iron pin,
- (2) THENCE along a counterclockwise curve for 122.04 feet having a radius of 3,889.16 feet a chord bearing of North 67 degrees 11 minutes 46 seconds and a chord distance of 122.04 feet to a found iron pin,

THENCE along the common line of Kernjoon, LLC South 06 degrees 55 minutes 59 seconds a distance of 687.42 feet to a found iron pin,

THENCE along the common lines of Seal, Darling, Moyer, and Simmons South 69 degrees 11 minutes 40 seconds West a distance of 799.25 feet 70 a found iron pin,

THENCE along the Easterly margin of the right-of-way of Sawyer Ranch Road (for the following Six calls)

- (1) along a clockwise curve for 62.28 feet having a radius of 520.00 feet a chord bearing of North 13 degrees 36 minutes 03 seconds and a chord distance of 62.24 feet 70 a found iron pin,
- (2) THENCE North 16 degrees 55 minutes 41 seconds East a distance of 390.79 feet to a found iron pin,
- (3) THENCE along a counterclockwise curve for 257.65 feet having a radius of 720.00 feet a chord bearing or North 06 degrees 36 minutes 35 seconds and a chord distance of 256.28 feet to a found iron pin,
- (4) THENCE North 24 degrees 54 minutes 53 seconds a distance of 27.81 feet to a found iron pin,
- (5) THENCE North 1 degrees 50 minutes 42 seconds a distance of 36.84 feet to a found iron pin,
- (6) THENCE along a clockwise curve for 30.30 feet having a radius of 25.00 feet a chord bearing of North 36 degrees 41 minutes 23 seconds East and a chord distance of 28.48 feet to the point of beginning and containing 423,845 S.F. or 9.730 acres more or less.

EXHIBIT B

PERMITTED EXCEPTIONS

1. The following restrictive covenants of record itemized below:

Those recorded in Volume 12, Page 239, Plat Records of Hays County, Texas; and Document No. 9907847, Official Public Records of Hays County, Texas.

Omitting any covenants or restrictions, if any, including but not limited to those based upon race, color, religion, sex, sexual orientation, familial status, marital status, disability, handicap, national origin, ancestry, or source of income, as set forth in applicable state or federal laws, except to the extent that said covenant or restriction is permitted by applicable law.

- 2. Shortages in area.
- 3. Standby fees, taxes and assessments by any taxing authority for the year 2018, and subsequent years; and subsequent taxes and assessments by any taxing authority for prior years due to change in land usage or ownership, but not those taxes or assessments for prior years because of an exemption granted to a previous owner of the property under Section 11.13, Texas Tax Code, or because of improvements not assessed for a previous tax year.
- 4. The following matters and all terms of the documents creating or offering evidence of the matters:
 - a. Building setback lines as set out on the plat recorded in Volume 12, Page 239, Plat Records of Hays County, Texas; and in the restrictions recorded in Document No. 9907847, Official Public Records of Hays County, Texas.
 - b. Easement(s) for the purpose(s) shown below and rights incidental thereto as delineated or as offered for dedication, on the map of said tract/plat:

Purpose: drainage and utility

Affects: 30' along all roadway property line(s) and 10' along all other property line(s)

Recording No: Volume 12, Page 239, Plat Records of Hays County, Texas

c. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:

Granted to: Southwestern Bell Telephone Company

Purpose: As provided in said instrument Recording Date: January 15, 1964

Recording No: Volume 199, Page 2, Deed Records of Hays County, Texas

d. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:

Granted to: Pedernales Electric Cooperative, Inc.

Purpose: As provided in said instrument

Recording Date: July 7, 1997

GENERAL WARRANTY DEED

Recording No: Volume 1326, Page 526, Official Public Records of Hays County, Texas

e. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:

Granted to: Lower Colorado River Authority Purpose: As provided in said instrument

Recording Date: June 27, 2000

Recording No: Volume 1686, Page 282, Official Public Records of Hays County, Texas

f. Interest in and to oil, gas and other minerals and/or royalties, bonuses, rentals and all other rights relating thereto as set forth in the document:

Recording No.: Volume 1999, Page 518, Official Public Records of Hays County, Texas

g. Matters contained in that certain document:

Entitled: Wastewater Service Agreement

Recording Date: June 15, 2007

Recording No: Volume 3187, Page 401, Official Public Records of Hays County, Texas

- h. The Land has frontage or abuts U.S. Hwy 290, which is a controlled access highway.
- i. Location of gas riser and shops at highpointe sign, located within the boundary lines of subject property and being situated outside any designated easements, together with all easement rights appurtenant thereto, as shown on survey dated September 21, 2017, prepared by William C. Stampados, R.P.L.S. No. 5393.
- j. Encroachment or protrusion of fences into or outside of the boundary lines of subject property, as shown on survey dated September 21, 2017, prepared by William C. Stampados, R.P.L.S. No. 5393.

GENERAL WARRANTY DEED