

PA-2024-11600069

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.

SPECIAL WARRANTY DEED

THE STATE OF TEXAS §
 § KNOW ALL BY THESE PRESENTS: THAT
 COUNTY OF BEXAR §

HONDO MOBILE PARTNERS, LLC, a Texas limited liability company, **GREGORY L. GIBSON**, an individual, **WALKER PETTY**, an individual, **HUGGLES, LLC**, a Texas limited liability company, **STARRBRO II, LLC**, a Texas limited liability company, **CHARLES S. MARSH, III**, an individual, **4 HH 401k PSP**, a 401, profit sharing plan, **MICHAEL HARRISON CONLY**, an individual, **PC CHIEF BARKER, LLC**, a Texas limited liability company, and **JAMES M. MCNEEL**, an individual (collectively, "**Grantor**"), for the consideration hereinafter stated, to Grantor in hand paid by **LAUREL MOUNTAIN APARTMENTS, LP**, a Texas limited partnership ("**Grantee**"), whose mailing address is 11801 Domain Boulevard, Third Floor, Austin, Texas 78758, the receipt and sufficiency of which consideration is hereby acknowledged and confessed, has GRANTED, SOLD AND CONVEYED, and by these presents does GRANT, SELL AND CONVEY, unto Grantee, subject to all of the reservations, exceptions and other matters set forth or referred to in this deed, the following described property:

- (1) That certain real property in Bexar County, Texas, which is described on **Exhibit "A"** attached to and incorporated in this deed by reference, together with all oil, gas, water, and other minerals in or under the surface thereof, and all executory leasing rights with respect thereto (the "**Land**");
- (2) All buildings, structures, parking areas, utility lines, utility facilities, utility improvements, street and drainage improvements, and other improvements of any kind or nature located in, on, or under the Land (all of the foregoing being referred to in this deed collectively as the "**Improvements**");
- (3) All equipment, fixtures, and other items of any kind or nature which are attached or affixed to the Land or the Improvements, including, without limitation, all electrical, gas, plumbing, air conditioning, and heating installations and equipment, and all built-in appliances and other items of equipment (all of the foregoing being referred to in this deed collectively as the "**Fixtures**"); and
- (4) All appurtenances benefiting or pertaining to the Land or the Improvements, including, without limitation, all of Grantor's right, title, and interest in and to: (a) all streets, alleys, rights-of-way, or easements adjacent to or benefiting the Land and all land lying in or under the bed of any highway, avenue, street, road, alley, easement, or right-of-way, open or proposed, in, on, across, abutting, or adjacent to the Land; (b) all strips or pieces of land abutting, bounding, or adjacent to the Land; (c) all claims and causes of action of any kind

Corridor Title Co. GF# 23-1140-C

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or nature relating to or concerning the Land, the Improvements and/or the Fixtures; (d) all governmental approvals and/or permits relating to or benefiting the Land; and (e) all utility service rights, permits and/or commitments relating to or benefiting the Land (all of the foregoing being referred to in this deed collectively as the “**Appurtenances**”).

The Land, Improvements, Fixtures, and Appurtenances are collectively referred to in this deed as the “**Property**”.

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 or assigns, forever; and, subject to all of the matters set forth or referred to in this deed, Grantor does hereby bind itself and its successors to **WARRANT AND FOREVER DEFEND** all and singular the Property unto Grantee, Grantee’s 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; provided, however that this conveyance is made by Grantor and accepted by Grantee subject to: (a) all of the title exceptions revealed in or by the recorded documents and other matters listed on **Exhibit “B”** attached to and incorporated in this deed by reference, to the extent the same are valid, subsisting, and affect the Property; and (b) all standby fees, taxes and assessments by any taxing authority for the current and all subsequent years, and all liens securing the payment of any of the foregoing.

(Signature and notarization pages follow)

EXECUTED TO BE EFFECTIVE the 13th day of May, 2024.

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GRANTOR:



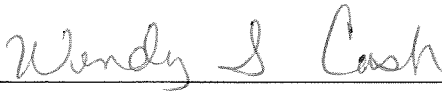
JAMES M. MCNEEL, an individual

THE STATE OF TEXAS
COUNTY OF Bexar

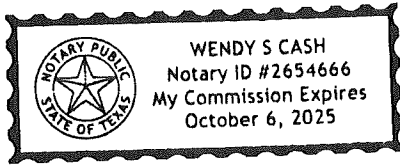
§
§

This instrument was acknowledged before me this 9 day of May, 2024, by JAMES M. MCNEEL, for the purposes and considerations contained herein.

(SEAL)



Notary Public Signature

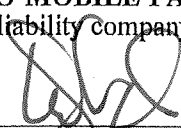


(Grantor signature and notary pages continue)

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GRANTOR:

HONDO MOBILE PARTNERS, LLC, a Texas
limited liability company

By: 
Printed Name: **DAVID J. HELD**
Title: Managing Member



GREGORY L. GIBSON, an individual



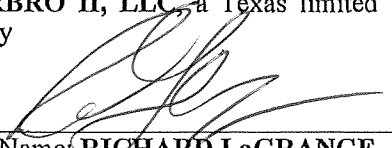
WALKER PETTY, an individual

HUGGLES, LLC, a Texas limited liability
company


By: 

Printed Name: **HAYLEY HELD RUGGLES**
Title: Manager

STARRBRO II, LLC, a Texas limited liability
company

By: 

Printed Name: **RICHARD LaGRANGE**
Title: Managing Member

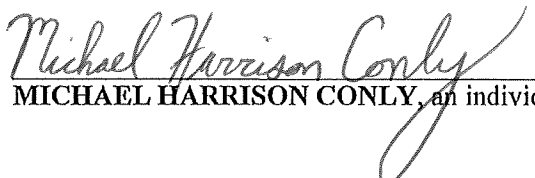


CHARLES S. MARSH, III, an individual

4 HH 401k PSP

By: 

Printed Name: **CHARLES HARGIS**
Title: Beneficiary, Employer, and Trustee



MICHAEL HARRISON CONLY, an individual

By: 

Printed Name: **JENNIFER HARGIS**
Title: Trustee

PC CHIEF BARKER, LLC, a Texas limited
liability company

By: 

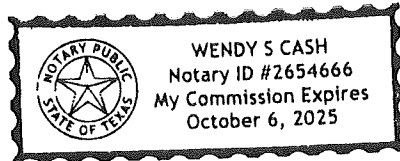
Printed Name: **ARTHUR PAUL BARKER IV**
Title: Managing Member

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THE STATE OF TEXAS §
COUNTY OF Bexar §

This instrument was acknowledged before me this 9 day of May, 2024, by GREGORY L. GIBSON, for the purposes and considerations contained herein.

(SEAL)

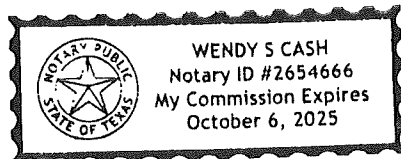


Wendy S. Cash
Notary Public Signature

THE STATE OF TEXAS §
COUNTY OF Bexar §

This instrument was acknowledged before me this 9 day of May, 2024, by WALKER PETTY, for the purposes and considerations contained herein.

(SEAL)

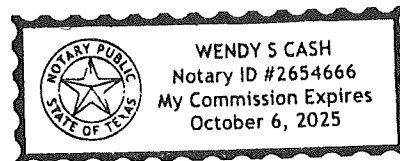


Wendy S. Cash
Notary Public Signature

THE STATE OF TEXAS §
COUNTY OF Bexar §

This instrument was acknowledged before me this 9 day of May, 2024, by CHARLES S. MARSH III, for the purposes and considerations contained herein.

(SEAL)

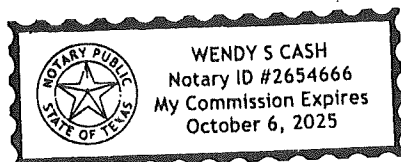


Wendy S. Cash
Notary Public Signature

THE STATE OF TEXAS §
COUNTY OF Bexar §

This instrument was acknowledged before me this 9 day of May, 2024, by MICHAEL HARRISON CONLY, for the purposes and considerations contained herein.

(SEAL)

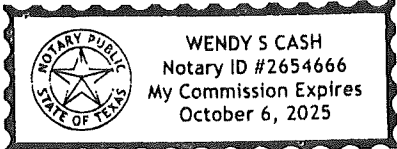


Wendy S. Cash
Notary Public Signature

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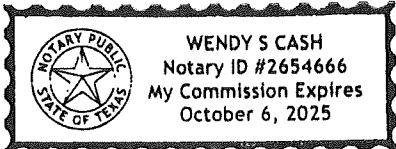
THE STATE OF TEXAS §
COUNTY OF Bexar §

This instrument was acknowledged before me this 9 day of May, 2024, by David J. Held, Managing Member of HONDO MOBILE PARTNERS, LLC, a Texas limited liability company, on behalf of said company for the purposes and considerations contained herein.

(SEAL)  Wendy S. Cash
Notary Public Signature

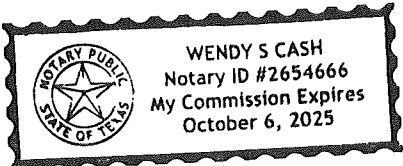
THE STATE OF TEXAS §
COUNTY OF Bexar §

This instrument was acknowledged before me this 9 day of May, 2024, by Hayley Held Ruggles, Manager of HUGGLES, LLC, a Texas limited liability company, on behalf of said company for the purposes and considerations contained herein.

(SEAL)  Wendy S. Cash
Notary Public Signature

THE STATE OF TEXAS §
COUNTY OF Bexar §

This instrument was acknowledged before me this 9 day of May, 2024, by Richard LaGrange, Managing Member of STARRBRO II, LLC, a Texas limited liability company, on behalf of said company for the purposes and considerations contained herein.

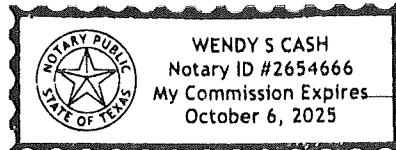
(SEAL)  Wendy S. Cash
Notary Public Signature

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THE STATE OF TEXAS §
COUNTY OF Bexar §

This instrument was acknowledged before me this 9 day of May, 2024, by Arthur Paul Barker IV, Managing Member of PC CHIEF BARKER, a Texas limited liability company, on behalf of said company for the purposes and considerations contained herein.

(SEAL)

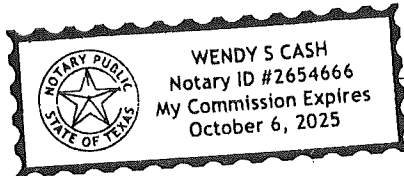


Wendy S Cash
Notary Public Signature

THE STATE OF TEXAS §
COUNTY OF Bexar §

This instrument was acknowledged before me this 9 day of May, 2024, by Charles Hargis, as Beneficiary, Employer and Trustee, and Jennifer Hargis, as Trustee, of 4 HH 401k PSP, an employee benefits plan under that certain 4 HH 401k PSP Trust Agreement dated January 1, 2021, on behalf of said plan and trust for the purposes and considerations contained herein.

(SEAL)



Wendy S Cash
Notary Public Signature

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EXHIBIT "A"
THE LAND



LEGAL DESCRIPTION: Being 15.02 acres of land out of the Benjamin Odium Survey No. 209, Abstract No. 865, County Block No. 4338 and out of the William Page Survey No. 188, Abstract No. 594, County Block No. 4334, Bexar County, Texas and also being that certain 15.02 acre tract described in Document No. 20220232545 of the Official Public Records of Bexar County, Texas; Said 15.02 acre tract being more particularly described as follows and as surveyed under the supervision of Intrepid Surveying & Engineering Corporation in July, 2022:

BEGINNING at a concrete monument found in the west line of Camp Light Way for the southeast corner of Laurel Mtn. Ranches, Bexar County, Texas according to the map or plat recorded thereof in Volume 9600, Page 174 of the Deed Records of Bexar County, Texas and the Plat Records of Bexar County, Texas and the northeast corner hereof;

THENCE South 00°19'10" East a distance of 504.04 feet along the west line of Camp Light Way to a 1/2 inch iron rod found for the northeast corner of Olson Subdivision, Unit 7, Bexar County, Texas according to the map or plat recorded thereof in Volume 20002, Page 534 of said Plat Records and the southeast corner hereof;

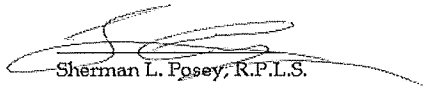
THENCE South 89°47'36" West a distance of 1283.95 feet along the north line of Olson Subdivision, Unit 7 pass a 1/2 inch iron rod found for a northeast corner of Grosenbacher Road and the northwest corner of Olson Subdivision, Unit 7 continuing along a north line of Grosenbacher Road for an additional 15.52 feet for a total distance of 1299.47 feet in all to a pk nail found for an interior corner of Grosenbacher Road and the southwest corner hereof;

THENCE North 00°20'13" West a distance of 503.18 feet along an east line of Grosenbacher Road to a 1/2 inch iron rod set for an interior corner Grosenbacher Road and the northwest corner hereof;

THENCE North 89°45'19" East a distance of 1299.63 feet along the south lines of Grosenbacher Road and Laurel Mtn. Ranches to the **POINT OF BEGINNING** containing 15.02 acres more or less, and as shown on certified plat herewith.

Note: Bearings, distances and acreage shown hereon are NAD 83, South Central Zone and are derived from GPS techniques. Iron Rods set are a 1/2 inch rod with plastic caps marked "INTREPID".

Surveyed by;


Sherman L. Posey, R.P.L.S.
Job# 24-0393.

May 01, 2024

P.O. Box 519 ♦ 1004 C Street
Floresville, TX 78114
O. (830) 393-8833
F. (830) 393-3388

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EXHIBIT "B"

PERMITTED EXCEPTIONS

1. 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.
2. A 21' drainage easement along a portion of the northwesterly property lines of subject property, as shown on Survey dated July 13, 2022, prepared by Sherman L. Posey, Registered Professional Land Surveyor No. 6433.
3. A 15' x 145' easement along a portion of the northeasterly property line of subject property, as shown on Survey dated July 13, 2022, prepared by Sherman L. Posey, Registered Professional Land Surveyor No. 6433.
4. Easement, terms, conditions, and stipulations in that certain Utility Service Agreement, by and between San Antonio Water System and Laurel Mountain Apartments, LP, as recorded in Document No. 20240058837, of the Official Public Records of Bexar County,

File Information

**eFILED IN THE OFFICIAL PUBLIC eRECORDS OF BEXAR COUNTY
LUCY ADAME-CLARK, BEXAR COUNTY CLERK**

Document Number: 20240085432
Recorded Date: May 13, 2024
Recorded Time: 3:42 PM
Total Pages: 11
Total Fees: \$62.50

**** THIS PAGE IS PART OF THE DOCUMENT ****

**** Do Not Remove ****

Any provision herein which restricts the sale or use of the described real property because of race is invalid and unenforceable under Federal law

STATE OF TEXAS, COUNTY OF BEXAR

I hereby Certify that this instrument was eFILED in File Number Sequence on this date and at the time stamped hereon by me and was duly eRECORDED in the Official Public Record of Bexar County, Texas on: 5/13/2024 3:42 PM



Lucy Adame-Clark
Lucy Adame-Clark
Bexar County Clerk