

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.

GENERAL WARRANTY DEED

THE STATE OF TEXAS §
COUNTY OF KENDALL §

KNOWN ALL MEN BY THESE PRESENTS:

City of Boerne, a Texas Home Rule Municipality (“Grantor”), located at P.O. Box 1677, 447 N. Main Street, Boerne, Texas 78006, for and in consideration of the sum of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration, paid by Albany Engineered Composites Inc., successor in interest to Texas Composites, Inc., (“Grantee”), for which no lien, express or implied, is retained, the receipt and sufficiency of which are hereby acknowledged and confessed, subject to the exceptions, reservations, liens, encumbrances, exclusions from conveyance and warranty and terms and provisions hereinafter set forth and described, has GRANTED, BARGAINED, SOLD and CONVEYED, and by the presents does hereby GRANT, BARGAIN, SELL and CONVEY, unto Grantee, all of that certain lot, tract or parcel of land situated in Kendall County, Texas and being more particularly described below:

Lot 1, PFEIFFER HERITAGE SUBDIVISION, situated in the City of Boerne, Kendall County, Texas, according to Plat of said subdivision as recorded in Volume 3, Page 128, Plat Records of Kendall County, Texas.

TOGETHER WITH, all and singular, the tenements, hereditaments, and appurtenances thereto (the "Property").

TO HAVE AND TO HOLD the Property, unto Grantee, and Grantee's successors and assigns, forever, and Grantor does hereby bind Grantor, and Grantor's heirs, executors, administrators, successors and assigns to WARRANT AND FOREVER DEFEND, all and singular, the Property unto Grantee, and Grantee's heirs, executors, administrators, personal representatives, successors, and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof, except as to the exceptions, reservations, liens, encumbrances, exclusions from conveyance and warranty and terms and provisions set forth herein.

Exclusions from Conveyance and Warranty:

- (1) This conveyance is made and accepted subject and subordinate to easements, rights-of-way, and prescriptive rights, whether or record or not; all presently recorded restrictions, reservations, covenants, conditions, oil and gas leases, mineral severances, and other instruments, other than liens and conveyances, that affect the Property; rights of adjoining owners in any walls and fences situated on a common boundary; any discrepancies, conflicts, or shortages in area or boundary lines; any encroachments or overlapping of improvements, all zoning building and other laws, regulations, and ordinances of any and all municipal, governmental and quasi-governmental bodies and agencies having jurisdiction over the Property or any part thereof, any interest in the mineral estate not owned by Grantor, all matters shown on the plat of the Property, all oil, gas, sulphur, and other minerals conveyed to Bravo Oil Company by Deed recorded in Volume 104, Page 122 of the Deed of Records of Kendall County, Texas, capital recovery fee assessment, building setback lines, easements for utility and drainage and all other matters shown or indicated on the plat of the Property, and any rights of Texas Composites, Inc. in the event Grantee is not the lawful successor in interest under the Lease.
- (2) Grantee, by its acceptance hereof, does hereby assume and agree to pay any and all ad valorem taxes and special assessments pertaining to the Property for the calendar year 2021 and subsequent years, there having been a proper proration of ad valorem taxes for the current calendar year between Grantor and Grantee. Grantee assumes the payment of ad valorem taxes and assessments levied with respect to any portion of the Property for any period of time prior to the date of this Deed which results in any change in the classification of the Property from qualified open space land or based on any change or cessation of the use of the Property for agriculture purposes and indemnifies and holds Grantor harmless from and against the payment of the same.
- (3) Grantee warrants that it is the lawful successor in interest to the option to purchase granted by the City of Boerne to Texas Composites, Inc. in the prior lease of the Property between those parties ("the Lease"). This conveyance is made and accepted subject to this fact being true
- (4) OTHER THAN THE COVENANT OF TITLE CONTAINED HEREIN, GRANTEE IS PURCHASING THE PROPERTY ON AN "AS IS" BASIS WITH ALL FAULTS. GRANTOR MAKES NO WARRANTY, EXPRESS OR IMPLIED, WITH RESPECT TO THE PROPERTY, THE AVAILABILITY OF UTILITIES, ACCESS TO PUBLIC ROADS OR ITS PHYSICAL, OR ENVIRONMENTAL CONDITION. GRANTOR EXPRESSLY DISCLAIMS ANY WARRANTY OF HABITABILITY, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE.

If any term or provision herein is declared by a court of competent jurisdiction to be illegal or invalid, such illegal or invalid term or provision shall not affect the balance of the terms and provisions hereof. In the event any action or suit is brought by reason of any breach of this Special Warranty Deed, then the prevailing party shall be entitled to have and recover from the other party all costs and expenses of suit, including reasonable and

necessary attorneys' fees. This Special Warranty Deed shall be governed by and construed and enforced in accordance with the laws of the State of Texas. This Special Warranty Deed is to be deemed to have been prepared jointly by the parties hereto, and if any inconsistencies or ambiguities exist herein, they shall not be interpreted or construed against either party as the drafter. This Special Warranty Deed shall be binding upon and inure to the benefit of the Grantor and Grantee and their respective heirs, successors, legal representatives and assigns.

EXECUTED this the ____ day of _____, 2021.

GRANTOR:

City of Boerne

By: _____

Name: _____

Title: _____

STATE OF TEXAS §
 §
COUNTY OF KENDALL §

This instrument was acknowledged before me on this ____ day of _____, 2021, _____
_____.

[SEAL]

Notary Public in and for the
STATE OF TEXAS

AFTER RECORDING RETURN TO:

City of Boerne, Attn: City Attorney, Barbara L. Quirk
P.O. Box 1677
447 N. Main Street
Boerne, Texas 78006