

This Instrument Prepared by:  
Winstead PC  
500 Winstead Bldg.  
2728 N. Harwood Street  
Dallas, Texas 75201  
Attn: Jeff Matthews

And After Recording Return to:  
Chicago Title, NCS  
2828 Routh Street, Suite 800  
Dallas, Texas 75201  
Attn: Pam Medlin

Tax Identification Parcel No.:  
230425-020403-007-00

### **SPECIAL WARRANTY DEED**

**NLD BLANDING 2 LLC**, a Texas limited liability company ("**Grantor**"), for and in consideration of the sum of \$10.00 and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, has GRANTED, BARGAINED, SOLD, and CONVEYED and by these presents does GRANT, BARGAIN, SELL, and CONVEY unto **SRD PROPERTIES, LLC**, a Texas limited liability company ("**Grantee**"), the tract or parcel of land in Clay County, Florida, described in Exhibit A, together with all rights, titles, and interests appurtenant thereto including, without limitation, Grantor's interest, if any, in any and all adjacent streets, alleys, rights of way and any adjacent strips and gores (such land and interests are hereinafter collectively referred to as the "**Property**").

This Special Warranty Deed and the conveyance hereinabove set forth is executed by Grantor and accepted by Grantee subject to all easements, restrictions, reservations and covenants now of record and further subject to all matters that a current, accurate survey of the Property would show, together with the matters described in Exhibit B attached hereto and incorporated herein by this reference, to the extent the same are validly existing and applicable to the Property (hereinafter referred to collectively as the "**Permitted Encumbrances**").

Grantee acknowledges that Grantee has independently and personally inspected the Property. The Property is hereby conveyed to and accepted by Grantee in its present condition, "**AS IS, WITH ALL FAULTS, AND WITHOUT ANY WARRANTY WHATSOEVER, EXPRESS OR IMPLIED**". Notwithstanding anything contained herein to the contrary, it is understood and agreed that Grantor and Grantor's agents or employees have not made and are not now making, and they specifically disclaim, any warranties, representations or guaranties of any kind or character, express or implied, oral or written, past, present or future, with respect to the Property, including, but not limited to, warranties, representations or guaranties as to (1) matters of title (other than Grantor's warranty of title set forth herein); (2) environmental matters relating to the Property or any portion thereof; (3) geological conditions, including, without limitation, subsidence, subsurface conditions, water table, underground water reservoirs, limitations regarding the withdrawal of water and earthquake faults and the resulting damage of past and/or

future earthquakes; (4) whether, and to the extent to which the Property or any portion thereof is affected by any stream (surface or underground), body of water, flood prone area, flood plain, floodway or special flood hazard; (5) drainage; (6) soil conditions, including the existence of instability, past soil repairs, soil additions or conditions of soil fill, or susceptibility to landslides, or the sufficiency of any under shoring; (7) zoning to which the Property or any portion thereof may be subject; (8) the availability of any utilities to the Property or any portion thereof including, without limitation, water, sewage, gas and electric; (9) usage of adjoining property; (10) access to the Property or any portion thereof, (11) the value, compliance with the plans and specifications, size, location, age, use, design, quality, description, suitability, structural integrity, operation, title to, or physical or financial condition of the Property or any portion thereof, or any income, expenses, charges, liens, encumbrances, rights or claims on or affecting or pertaining to the Property or any part thereof; (12) the presence of Hazardous Materials (as defined in the purchase and sale agreement (the "Sale Agreement") between Grantor and Grantee with respect to the Property) in or on, under or in the vicinity of the Property; (13) the condition or use of the Property or compliance of the Property with any or all past, present or future federal, state or local ordinances, rules, regulations or laws, building, fire or zoning ordinances, codes or other similar laws; (14) the existence or non-existence of underground storage tanks; (15) any other matter affecting the stability or integrity of the Property; (16) the potential for further development of the Property; (17) the existence of vested land use, zoning or building entitlements affecting the Property; (18) the merchantability of the Property or fitness of the Property for any particular purpose (Grantee affirming that Grantee has not relied on Grantor's or Grantor's agents' or employees' skill or judgment to select or furnish the Property for any particular purpose, and that Grantor makes no warranty that the Property is fit for any particular-purpose); (19) any matters shown on the survey obtained by Purchaser or that would be shown on a complete and accurate survey of the Property; or (20) tax consequences. **EXCEPT AS EXPRESSLY SET FORTH HEREIN OR IN THE SALE AGREEMENT, GRANTOR MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND TO GRANTEE, INCLUDING, WITHOUT LIMITATION, THE PHYSICAL CONDITION OF THE PROPERTY, OR THEIR SUITABILITY FOR ANY PARTICULAR PURPOSE OR OF MERCHANTABILITY. GRANTEE IS RELYING ON ITS INVESTIGATIONS OF THE PROPERTY IN DETERMINING WHETHER TO ACQUIRE IT. THE PROVISIONS OF THIS PARAGRAPH ARE A MATERIAL PART OF THE CONSIDERATION FOR GRANTOR EXECUTING THIS SPECIAL WARRANTY DEED, AND SHALL SURVIVE CLOSING.**

TO HAVE AND TO HOLD the Property, together with all and singular the rights and appurtenances thereunto in anywise belonging, unto Grantee, its successors and assigns forever, and Grantor does hereby bind itself, its successors and assigns, to WARRANT AND FOREVER DEFEND all and singular the title to the Property unto the said Grantee, its 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, subject to the Permitted Encumbrances.

[SIGNATURE PAGE FOLLOWS]

EXECUTED as of March 11, 2021.

**GRANTOR:**

NLD BLANDING 2 LLC,  
a Texas limited liability company

By: NLD Holdings, LLC,  
a Texas limited liability company,  
its sole member

By: [Signature]  
Benito J. Hidalgo, Vice President

**WITNESSES:**

Roger Franz  
Printed Name:

Corey Bailey  
Printed Name:

By: [Signature]

By: [Signature]

THE STATE OF TEXAS

COUNTY OF Tarrant

§  
§  
§

This instrument was acknowledged before me on March 8<sup>th</sup>, 2021, by Benito J. Hidalgo, Vice President of NLD Holdings, LLC, a Texas limited liability company, the sole member of NLD Blanding 2 LLC, a Texas limited liability company, on behalf of said limited liability company

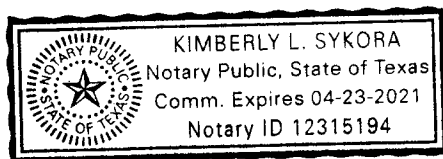
[SEAL]

My Commission Expires:

04-23-2021

[Signature]  
Notary Public in and for the State of Texas

Kimberly L. Sykora  
Notary's Printed Name



**EXHIBIT A**

**Legal Description of the Property**

A part of Lot 14, Block 2, Section 16, as shown on map of Ridgewood as recorded in Deed Book "Q", Page 663 of the Public Records of Clay County, Florida, also being known as a portion of Lot 14, Section 16 as shown on map of Ridgewood as recorded in Plat Book 1, Page 23 of said Public Records of Clay County, Florida and being more particularly described as follows:

Commence at the most Westerly corner of Tract "C" as shown on map of the Meadows Unit Two, as recorded in Plat Book 16, Pages 56, 57 and 58 of said Public Records of Clay County, Florida; thence North  $56^{\circ}11'41''$  East and on the Northwestern boundary of said The Meadows Unit Two, a distance of 145.00 feet to the point of beginning; thence continue North  $56^{\circ}11'41''$  East and on said Northwestern boundary of the Meadows Unit Two, a distance of 140.52 feet; thence North  $44^{\circ}56'55''$  West, a distance of 305.77 feet to a point on the Southeasterly right-of-way line of Blanding Boulevard (State Road No. 21); thence South  $56^{\circ}11'41''$  West, and on said Southeasterly right-of-way line 141.61 feet; thence South  $45^{\circ}08'55''$  East, a distance of 305.98 feet to the point of beginning.

**EXHIBIT B**

**Permitted Encumbrances**

1. Drainage Easement in favor of State of Florida recorded in Official Records Book 516, page 550.
2. Kingsley Service Company Easement Deed recorded in Official Records Book 642, page 290, and as set out in Personal Representative' s Distributive Deed recorded in Official Records Book 3181, Page 906.
3. Developer Agreement recorded in Official Records Book 4285, Page 817.