

**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: SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.**

**DONATION DEED**

THE STATE OF TEXAS                   §  
  §           KNOW ALL MEN BY THESE PRESENTS  
COUNTY OF WEBB                   §

**CHARCO LAND SALES, LLC**, a Texas limited liability company (hereinafter called "Grantor"), in consideration of the sum of TEN AND NO/100THS (\$10.00) DOLLARS and other good and valuable consideration in hand paid by **WEBB COUNTY TEXAS**, a political subdivision (hereinafter called "Grantee"), the receipt and sufficiency of which are hereby acknowledged and confessed, has DONATED, and by these presents does hereby GRANT, GIVE and CONVEY unto Grantee, the real property located in Webb County, Texas, which is more particularly described and depicted on **Exhibit "A"** attached hereto and made a part hereof for all purposes (the "Property").

All parties agree that the Property is to be used to construct a public facility to be used for public assembly and public safety, public health, community meetings and an emergency shelter ("**County Facility**") by Grantee. In the event Grantee should decide not to construct the County Facility on the Property, or, if said Property shall ever be used for any purpose other than a County Facility, or, if construction of the County Facility on the Property on said Property does not begin within thirty-six (36) months, then said Property shall automatically revert to the Grantor without any other action on its part.

**RESERVATIONS FROM AND EXCEPTIONS TO CONVEYANCE AND WARRANTY:**

This conveyance is made by Grantor and accepted by Grantee subject to the following:

1. Visible and apparent easements not appearing of record.
2. Any discrepancies, conflicts, or shortages in area or boundary lines or any encroachments or any overlapping of improvements which a current survey would show.
3. All minerals and other valuable mineral substances of every kind and character including, but not limited to, oil and gas and all related hydrocarbons, sulphur, coal, lignite, gold, copper, iron, zinc, lead, uranium, vanadium, plutonium, molybdenum, thorium and other fissionable minerals and materials (collectively, the "Mineral Estate") are hereby saved and excepted and are not being conveyed by Grantor to Grantee.



4. Grantor reserves from this conveyance all of the underground water, percolating water, artesian water and other water from any and all depths and reservoirs formations depths and horizons beneath the surface of the Property (collectively, the "Water Estate").
5. Grantor reserves from this conveyance a perpetual subsurface easement for purposes of boring under the Property to construct utility lines including but not limited to: power, water, sewer, cable, telephone, and fiber optic, and for the purposes of oil and gas exploration.
6. Easements, restrictions, reservations, covenants, conditions, oil and gas leases, mineral severances, and encumbrances for taxes and assessments presently of record in the Official Public Records of Webb County, Texas, that affect the property, but only to the extent that said items are still valid and in force and effect at this time

GRANTEE ACKNOWLEDGES AND AGREES THAT GRANTOR HAS NOT MADE, DOES NOT MAKE AND SPECIFICALLY NEGATES AND DISCLAIMS ANY REPRESENTATIONS, WARRANTIES (OTHER THAN THE SPECIAL WARRANTY OF TITLE AS SET OUT IN THE DEED OR AS EXPRESSLY SET FORTH HEREIN), PROMISES, COVENANTS, AGREEMENTS OR GUARANTIES OF ANY KIND OR CHARACTER WHATSOEVER, WHETHER EXPRESS OR IMPLIED, ORAL OR WRITTEN, PAST, PRESENT, OR FUTURE, OF, AS TO, CONCERNING OR WITH RESPECT TO THE PROPERTY. SPECIFICALLY, BUT WITHOUT LIMITATION, EXCEPT AS EXPRESSLY STATED IN THIS DEED, GRANTOR HAS NOT MADE, DOES NOT MAKE AND SPECIFICALLY DISCLAIMS ANY REPRESENTATIONS REGARDING COMPLIANCE WITH ANY ENVIRONMENTAL PROTECTION, POLLUTION OR LAND USES LAWS, RULES, REGULATIONS, ORDERS OR REQUIREMENTS, INCLUDING THE EXISTENCE IN OR ON THE PROPERTY OF ANY HAZARDOUS MATERIALS OR CONDITIONS AFFECTED BY ENVIRONMENTAL LAWS. GRANTEE AGREES TO ACCEPT THE PROPERTY AND HEREBY WAIVES AND RELEASES GRANTOR FROM ALL OBJECTIONS OR CLAIMS AGAINST GRANTOR ARISING FROM OR RELATED TO THE PHYSICAL CONDITION OF THE PROPERTY OR TO ANY HAZARDOUS MATERIALS ON THE PROPERTY, WHETHER BY CONTRACT, UNDER LAW, UNDER ANY RIGHT OF CONTRIBUTION, OR OTHERWISE, PROVIDED, THAT GRANTEE DOES NOT RELEASE GRANTOR OF OR FROM ANY REPRESENTATION, WARRANTY, COVENANT OR AGREEMENT OF GRANTOR SET FORTH IN THE WARRANTY OF TITLE UNDER THIS DEED. GRANTEE FURTHER ACKNOWLEDGES AND AGREES THAT TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE DONATION OF THE PROPERTY AS PROVIDED FOR HEREIN IS MADE ON AN "AS IS" CONDITION AND BASIS WITH ALL FAULTS.

**TO HAVE AND TO HOLD** the Property, subject as aforesaid, unto Grantee, its successors and assigns FOREVER, and Grantor does hereby bind itself and its successors and assigns to WARRANT AND FOREVER DEFEND all and singular the Property, subject as aforesaid, unto 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.

**IN WITNESS WHEREOF**, this Deed has been executed by Grantor on the date of acknowledgement set forth below, to be effective for all purposes as of the \_\_\_\_ day of November, 2023.

**GRANTOR:**

**CHARCO LAND SALES, LLC**,  
a Texas limited liability company  
By: Killam Management, L.C,  
Its: Sole Voting Member

By: \_\_\_\_\_  
Name: Radcliffe Killam II  
Title: President and CEO

THE STATE OF TEXAS §

COUNTY OF WEBB §

This instrument was acknowledged before me on the \_\_\_\_ day of \_\_\_\_\_, 2023, by Radcliffe Killam II, President and CEO of KILLAM MANAGEMENT, LC, the general partner of CHARCO LAND SALES, LLC, a Texas limited liability company, on behalf of said entities.

\_\_\_\_\_  
Notary Public in and for the State of Texas



**EXHIBIT A**

**LEGAL DESCRIPTION OF PROPERTY**

**LOT 1, BLOCK 1, SAN RAFAEL SUBDIVISION PHASE 2, AN ADDITION TO THE CITY OF LAREDO, WEBB COUNTY, TEXAS, ACCORDING TO PLAT THEREOF RECORDED IN VOLUME \_\_, PAGE \_\_ OF THE PLAT RECORDS OF WEBB COUNTY, TEXAS.**

