

SPECIAL WARRANTY DEED

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.

STATE OF TEXAS §
 §
COUNTY OF CAMERON §

Effective Date: _____, 2021

Grantor: BOARD OF REGENTS OF THE UNIVERSITY OF TEXAS SYSTEM

Grantor's Mailing Address: Real Estate Office
210 West 7th Street
Austin, Travis County, Texas 78701
Attention: Executive Director of Real Estate

Grantee: _____

Grantee's Mailing Address: _____

Consideration: TEN and No/100 DOLLARS (\$10.00) cash in hand and other good and valuable consideration paid by Grantee, the receipt and sufficiency of which are hereby acknowledged.

Property:

a. **Land.** The real property located at 689 Clam Circle, Port Isabel, Cameron County, Texas, as more particularly described on the attached **Exhibit A**, together with all rights and interests appurtenant thereto, including all of Grantor's right, title and interest in and to adjacent streets, alleys, rights-of-way and any adjacent strips or gores of real estate and all rights, titles and interests appurtenant thereto; SAVE AND EXCEPT all oil, gas and other minerals from the Land, which are reserved by Grantor;

b. **Improvements.** All buildings, fixtures and improvements (collectively, the "**Improvements**") located on the Land and all rights, titles and interests appurtenant to such buildings, fixtures and improvements;

Exceptions to Warranty:

There is reserved from this conveyance all the oil, gas and other minerals in and under the Property, all surface and subsurface waters, and all rights owned by Seller (if any) of ingress and egress upon the Land for the purpose of exploring, developing and drilling the mineral estate. This conveyance is also made subject to those items listed on the attached **Exhibit B**.

Grantor, for the consideration and subject to the Exceptions to Warranty, GRANTS, SELLS, TRANSFERS, ASSIGNS and CONVEYS the Property to Grantee, together with, all and singular, the rights and appurtenances thereto in any wise belonging, to have and hold to Grantee, and Grantee's legal representatives, successors and assigns forever. Grantor hereby binds Grantor and Grantor's legal representatives, successors and assigns to WARRANT and FOREVER DEFEND, all and singular, the Property to Grantee and Grantee's legal representatives, 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, except as to the Exceptions to Warranty.

GRANTOR CONVEYS THE PROPERTY TO GRANTEE "AS IS, WHERE IS" AND "WITH ANY AND ALL FAULTS." OTHER THAN THE SPECIAL WARRANTY OF TITLE PROVIDED HEREIN WITH RESPECT TO THE LAND, GRANTOR MAKES NO REPRESENTATIONS OR WARRANTY WHATSOEVER, EXPRESS OR IMPLIED, AS TO THE QUALITY OR CONDITION OF THE PROPERTY, MERCHANTABILITY, SUITABILITY OR FITNESS OF THE PROPERTY FOR ANY USE WHATSOEVER, KNOWN OR UNKNOWN TO GRANTOR, OR COMPLIANCE OF THE PROPERTY WITH ANY ENVIRONMENTAL PROTECTION, POLLUTION, OR LAND USE LAWS, RULES, REGULATIONS, ORDERS, OR REQUIREMENTS INCLUDING, BUT NOT LIMITED TO, THOSE PERTAINING TO THE HANDLING, GENERATING, TREATING, STORING, OR DISPOSING OF ANY HAZARDOUS WASTE OR SUBSTANCE. IN NO EVENT SHALL GRANTOR BE RESPONSIBLE OR LIABLE FOR LATENT OR PATENT DEFECTS OR FAULTS, IF ANY, IN THE PROPERTY, OR FOR REMEDYING OR REPAIRING THE SAME INCLUDING, WITHOUT LIMITATION, DEFECTS RELATED TO ASBESTOS OR ASBESTOS CONTAINING MATERIALS, UNDERGROUND STORAGE TANKS OR HAZARDOUS OR TOXIC MATERIALS, CHEMICALS OR WASTE, OR FOR CONSTRUCTING OR REPAIRING ANY STREETS, UTILITIES OR OTHER IMPROVEMENTS SHOWN ON ANY PLAT OF THE PROPERTY. BY GRANTEE'S ACCEPTANCE OF THIS CONVEYANCE, GRANTEE WARRANTS THAT GRANTEE HAS FULLY INSPECTED THE PROPERTY, IS FULLY SATISFIED WITH THE SAME IN ALL RESPECTS "AS IS, WHERE IS, WITH ANY AND ALL FAULTS," AND IS NOT RELYING ON ANY REPRESENTATION OR WARRANTY OF GRANTOR OTHER THAN THE SPECIAL WARRANTY OF TITLE PROVIDED HEREIN. GRANTEE, BY ITS ACCEPTANCE OF THIS DEED, ACCEPTS ANY LIABILITIES OR COSTS IN CONNECTION WITH THE CONDITION OF THE PROPERTY, INCLUDING BUT NOT LIMITED TO ANY COSTS OR LIABILITIES PERTAINING TO ANY ENVIRONMENTAL CONDITION ON THE PROPERTY.

When the context requires, singular nouns and pronouns include the plural.

Executed on the date set forth in the acknowledgment line below, to be effective for all purposes as of the Effective Date.

Exhibits To Deed:

Exhibit A - Description of Land

Exhibit B - Exceptions to Warranty

GRANTOR: BOARD OF REGENTS OF THE
UNIVERSITY OF TEXAS SYSTEM

By: _____

Name:

Title: Executive Director of Real Estate
The University of Texas System

STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

This instrument was acknowledged before me on the ____ day of _____, 2021 by _____, Executive Director of Real Estate of The University of Texas System, on behalf of the BOARD OF REGENTS OF THE UNIVERSITY OF TEXAS SYSTEM for the use and benefit of THE UNIVERSITY OF TEXAS RIO GRANDE VALLEY, for the consideration stated and as the act and deed thereof.

My commission expires _____.

Notary Public in and for
The State of Texas

Record and Return to: