

Spartan Title: GF 25-3342

**SPECIAL WARRANTY DEED WITH VENDOR'S LIEN**

**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**

THAT Texas Capitol LLC, a Texas Limited Liability Company, hereinafter called "Grantor", for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration to Grantor in hand paid by Dripping 3S LLC, a Texas limited liability company, hereinafter called "Grantee", whose mailing address is 5900 Balcones Drive Suite 100, Austin, TX 78731, the receipt and sufficiency of which is hereby acknowledged, and the further consideration of the execution and delivery by said Grantee of one certain Promissory Note in the principal sum of Six Hundred Fifty Thousand Dollars (\$650,000.00), of even date herewith, payable to the order of Treebend LLC, a Texas limited liability company, as to 80% interest (\$520,000.00/\$650,000.00) and Wildwood Management LLC, a Texas limited liability company, as to 20% interest (\$130,000.00/\$650,000.00), hereinafter called "Mortgagee", bearing interest at the rate therein provided; said Note containing attorney's fee clause and various acceleration of maturity clauses in case of default, and being secured by Vendor's Lien and Superior Title retained herein in favor of said Mortgagee, and also being secured by Deed of Trust of even date herewith from Grantee to Mary Wingfield, Trustee, Grantor has GRANTED, SOLD and CONVEYED, and by these presents does GRANT, SELL and CONVEY, unto said Grantee, the following described Property located in Hays County, Texas, to-wit:

**Lot 651, SUNSET CANYON, SECTION IV, in Hays County, Texas, according to the map or plat of record in Volume 3, Page 218, Plat Records Hays County, Texas.**

For Grantor and Grantor's heirs, successors, and assigns forever, a reservation of all oil, gas, and other minerals in and under and that may be produced from the Property.

Grantor waives and conveys to the Grantee the right of ingress and egress to and from the surface of the Property relating to the portion of the mineral estate owned by the Grantor.

Together with Grantor's right, title and interest in all system memberships and/or ownership certificates in any non-municipal water and/or sewer systems serving said Property.

Mortgagee has, at the special instance and request of Grantee, paid to Grantor a portion of the purchase price of the Property hereinabove described, as evidenced by the above described Note, and thus said Vendor's Lien against said Property securing the payment of the Note, is hereby assigned, transferred and delivered to Mortgagee, Grantor hereby conveying to Mortgagee the Superior Title to the Property, subrogating said Mortgagee to all the rights and remedies of Grantor in the Property by virtue of said lien.

TO HAVE AND TO HOLD the above described Property, together with all and singular the rights and appurtenances thereunto in anywise belonging to said Grantee, Grantee's heirs and assigns, forever, AND Grantor does hereby bind Grantor, Grantor's successors and assigns, to WARRANT and FOREVER DEFEND all and singular the said Property unto said Grantee, Grantee's heirs 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.

**Grantee is taking the property in an arm's-length agreement between the parties. The consideration was bargained on the basis of an "as is, where is" transaction and reflects the agreement of the parties that there are no representations or express or implied warranties, except for the express warranty of title set forth herein. Grantee has not relied on any information other than grantee's inspection.**

This conveyance is made subject to all and singular the restrictions, easements, exceptions, conditions and covenants, if any, applicable to and enforceable against the above-described Property as shown by the records of said County, as well as ad valorem taxes for current and subsequent years. But it is expressly agreed that the Vendor's Lien and Superior Title is retained in favor of the Payee of said Note against the above-described property, premises and improvements, until said Note and all interest thereon shall have been fully paid according to the terms thereof, when this Deed shall become absolute. When this Deed is executed by more than one person, or when the Grantee is more than one person, the instrument shall read as though pertinent verbs, nouns and pronouns were changed correspondingly, and when executed by or to a corporation, the words "heirs, executors and administrators" or "heirs and assigns" shall be construed to mean "successors and assigns".

This instrument was prepared based on information furnished by the parties, and no independent title search has been made by Robertson Anschutz Veters, LLC.

Executed date:

**06/18/2025**

Texas Capitol LLC

By: Justin Mynier  
Name: Justin Mynier  
Title: Authorized Signatory

State of Michigan  
County of Macomb

This instrument was acknowledged before me on [Date] 06/18/2025 by [Name(s) of Officer(s) Acknowledging] Justin Mynier, [Title of Officer(s)] Authorized Signatory of **Texas Capitol LLC, a Texas Limited Liability Company**, on behalf of said **Limited Liability Company**.

This notarial act, which was an online notarization, was accomplished by means of an interactive two-way audio and video communication.

Notarized online using audio-video communication

*Marcy Corzilius*

Marcy Corzilius  
Notary Public, State of Michigan  
County of Macomb  
My Commission Expires APRIL 12, 2026  
Acting in the County of Macomb

Online Notary Public (Signature of Notarial Officer)  
(Signature is an electronic signature)  
Marcy Corzilius  
(Printed Name of Online Notarial Officer)  
My commission expires: 04/12/2026

Prepared By:  
Robertson Anschutz Vettors, LLC  
10375 Richmond Avenue, Suite 200  
Houston, TX 77042  
**Settlement Agent File Number: 25-3342**

Dripping 3S LLC, a Texas limited liability company  
5900 Balcones Drive Suite 100  
Austin, TX 78731

**THE STATE OF TEXAS  
COUNTY OF HAYS**

I hereby certify that this instrument was FILED on the date and the time stamped hereon by me and was duly RECORDED in the Records of Hays County, Texas.

25022917 DEED  
06/24/2025 11:43:28 AM Total Fees: \$29.00

Elaine H. Cárdenas, MBA, PhD, County Clerk  
Hays County, Texas

