

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.

SPECIAL GROUNDWATER RIGHTS WARRANTY DEED WITH SURFACE WAIVER

Date: March 13, 2025

Grantors: Norman Klores, and spouse Karen Klores, pro forma

Grantors' Mailing Address:

P.O. Box 628, Franklin, Robertson County, Texas 77856

Grantee: Bet Your Bottom Dollar, LLC, a Texas limited liability company

Grantee's Mailing Address:

P.O. Box 628, Franklin, Robertson County, Texas 77856

Consideration: Cash and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged.

Real Property (Water Rights Only):

Being all those certain five tracts or parcels of land comprising 421.00 acres, more or less, lying and being situated in the J.M. VIESCA SURVEY A-45, in Robertson County, Texas, being part of the same property described in Deed dated May 4, 1973, from Lucia J. Doering to Alys Anne Doering McGlohon and Martha Caroline Doering Brasted, recorded in Volume 283, page 797, Public Records of Robertson County, Texas, and Being more particularly described by metes and bounds in Exhibit "A" attached hereto and made a part hereof for all purposes.

And being the same property described in Warranty Deed, dated effective as of July 1, 2004, from the Alys Anne Doering McGlohon and Martha Caroline Doering Brasted to Norman C. Klores, and being recorded in Volume 871, Page 109 of the Official Records of Robertson County, Texas.

LESS AND EXCEPT: 48.0 acres, being a part of the remainder of a called 150 acre tract Two First Tract described a Deed by Norman C. Klores and wife, Karen B. Klores to Austin Seth Klores and Ashley Nicole Klores, Recorded in Volume 1343, Page 694, Official Records of Robertson County, Texas, being out of the JM Viesca Survey, Abstract Number 46 Robertson County, Texas and being more particularly described by metes and bounds in Exhibit "B" attached hereto and made a part hereof for all purposes.

And being the same property described in Warranty Deed with Vendor's Lien dated March 7, 2024, from Norman C. Klores and Karen B. Klores, a married couple to Scott Alan Carriker and Jude Oshea Carriker, a married couple and Ashley Carriker Walker and Adrian King Mosley, a married couple and recorded in Volume 1555, Page 370 of the Official Records of Robertson County, Texas.

Groundwater:

All commercial rights to sell, market, lease and convey underground water, percolating water, artesian water, and any other water from any and all depths and reservoirs, formations, depths and horizons beneath the surface of the Real Property.

Groundwater Rights:

(1) All commercial Groundwater and the right to test, explore for, drill for, develop, withdraw, capture, or otherwise beneficially use the Groundwater for commercial purposes; and (2) all permits, licenses, or other governmental authorizations relating to any of the foregoing.

Reservations from Conveyance:

Grantors reserve the right to use the Groundwater in connection with its surface estate in the Real Property for the following purposes only: all personal, household, agricultural, livestock uses not connected with the sale, lease or marketing of the Groundwater, including the right to drill one or more water wells used for these purposes.

Grantee shall not have any right to enter onto the surface of the Property for any purpose relating to Grantee's water interests or to extract Grantee's water interests in any manner that will adversely affect Grantors' improvements currently constructed on the surface of the Property or Grantors' right to occupy and enjoy the rights of surface ownership of the Property.

Exceptions to Conveyance and Warranty:

Liens described as part of the Consideration and any other liens described in this deed as being either assumed or subject to which title is taken; validly existing easements, rights-of-way, and prescriptive rights, whether of record or not; all presently recorded and validly existing instruments, other than conveyances of the surface fee estate, that affect the Property.

Grantors', for the Consideration and subject to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty, grants, sells, and conveys to Grantee the Groundwater Rights, together with all and singular the rights and appurtenances thereto in any way belonging, to have and to hold it to Grantee and Grantee's heirs, successors, and assigns forever. Grantors' bind Grantors' and Grantors' heirs and successors to warrant and forever defend all and singular the Groundwater Rights to Grantee and Grantee's heirs, successors, and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof when the claim is by, through, or under Grantors' but not otherwise, except as to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty.

Grantee will be responsible for paying all fees, assessments, taxes, and charges of any kind imposed by the Groundwater Authority, or any successor authority, in connection with Grantee's use, development, pumping, or transportation of the Groundwater including the Reserved Groundwater. Grantee will timely pay any taxes assessed by any taxing authority against any equipment or personal property of Grantee located on the Real Property and any fees or costs charged by any Groundwater Conservation District or other regulatory body for Grantee's development, pumping, transportation, or use of the Groundwater.

As part of the consideration for this deed, Grantors' and Grantee agree that, as between Grantors' and Grantee, the risk of liability or expense for environmental problems, even if arising from events before closing, is the sole responsibility of Grantee, regardless of whether the environmental problems were known or unknown at closing. Grantee indemnifies, holds harmless, and releases Grantors' from liability for any latent defects and from any liability for environmental problems affecting the property, including liability under the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA), the Resource Conservation and Recovery Act (RCRA), the Texas Solid Waste Disposal Act, or the Texas Water Code. Grantee indemnifies, holds harmless, and releases Grantors' from any liability for environmental problems affecting the property arising as the result of Grantors' own negligence or the negligence of Grantors' representatives. Grantee indemnifies, holds harmless, and release Grantors' from any liability for environmental problems affecting the property arising as the result of theories of products liability and strict liability, or under new laws or changes to existing laws enacted after the effective date that would otherwise impose on Grantors' in this type of transaction new liabilities for environmental problems affecting the property.

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

This deed was prepared without a review or examination of the title to or a survey of the Subject Property, and no opinions or representations are being made either expressly or impliedly by BURNS & REYES-BURNS PLLC.

Norman C. Klores

Norman Klores

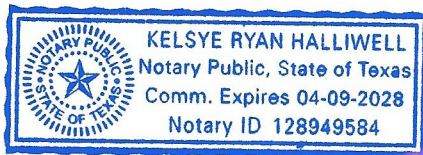
Karen Klores

Karen Klores

STATE OF TEXAS)

COUNTY OF BURLESON)

This instrument was acknowledged before me on the 13 day of march, 2025,
by Norman Klores.



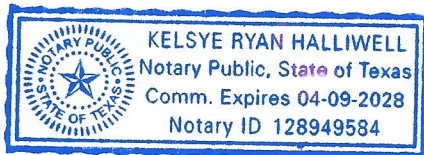
Kelsye Ryan Halliwell

Notary Public, State of Texas

STATE OF TEXAS)

COUNTY OF BURLESON)

This instrument was acknowledged before me on the 13 day of march, 2025,
by Karen Klores.



Kelsye Ryan Halliwell

Notary Public, State of Texas

REPAIRED IN THE OFFICE OF/
AFTER RECORDING RETURN TO:
BURNS & REYES-BURNS, PLLC
P.O. Box 429
Somerville, Texas 77879

FIRST TRACT:

BEGINNING at the Northwest corner of said 300 acre tract so deeded to John Shields from which a P.O. bears N. 89 W. 6 vrs.;

THENCE N. 58 E. with the North line of said 300 acre tract 897 vrs. to a stake in branch for corner, being the N. W. corner of a 150 acre tract of land conveyed to James A. Andrews by John Shields and wife, by deed recorded in Vol. 50, Page 21 of the Deed Records of said County;

THENCE S. 32 E. with the West line of said James A. Andrews tract, 944 vrs. to a stake in the S. line of said 300 acre tract a hickory bears S. 49 W. 6 vrs.;

THENCE S. 58 W. with the South line of said 300 acre tract 897 vrs. to the S. W. corner thereof, a P.O. bears S. 75 E. 6 vrs.;

THENCE N. 32 W. with the West line of said 300 acres 944 vrs. to the place of BEGINNING and containing 150 acres of land, more or less, and being the same and identical property conveyed to Fred J. Doering by Clarence H. Hale and wife, Lula Hale, by deed dated June 3, 1949, recorded in the office of the County Clerk of Robertson County, Texas, to which instruments and their records reference is here made for all purposes.

SECOND TRACT:

All that certain tract of land, out of the Jose Maria Vela 11 league, Beginning at the S.E. corner of a 51 acre tract deeded to J. J. Andrews at the N.W. corner of a 100 acre tract surveyed for B. Barnett; Thence S. 87-45 W. 552 vrs with the S line of said Andrews tract to the S.W. corner of same on E line of the Nichols tract; Thence S 32-15 E at 243 vrs to the S.E. corner of said Nicholson tract, 740 vrs to a stake on the E line of the Shields tract, from which a P.O. 12 in dia brs 12 W 4 vrs and a P.O. 10 in dia brs N 25-15 E 12.4 vrs; Thence N 38 E 552 vrs to the N line of said Shields tract to the S.W. corner of the B. Barnett 100 acre tract, from which a P.O. 25 in dia brs N 84-30 E 4 vrs; and a P.O. 14 in dia brs N 37 W 5 vrs; Thence N 32 W 741 vrs with the W line of said Barnett 100 acre tract to the place of Beginning, containing 70 acres of land, more or less, being the same property deeded in deed from D. E. Dilleshaw and wife, Ida Dilleshaw, to Paul Schultz, dated November 29, 1916, and recorded in Vol. 66, page 151, Deed Records to which reference is made for all purposes.

EXHIBIT

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THIRD TRACT: A part and parcel of the Jacob Ruechler subdivision of the Viesca 11 league headright survey, bounded and described as follows, to-wit: On the N of Cedar Creek, and beginning at a stake set for the S.E. corner of a 100 acre tract for David Montgomery; Thence N 58 E at 294 varas set a stk for the N.E. corner of this survey, a P.O. brs S 28 E 3 varas; Thence S 32 E 543 varas to a stk for the SE corner this survey; Thence S 58 W 551 varas to a stake set for the S.E. corner of a 50 acre tract made for E. H. Beale; Thence N 32 W with E line of said Beale at 543 varas in a to a stk set in S line of said Montgomery 100 acre tract; Thence N 58 E with said Montgomery's S line to the place of beginning, containing 51 acres of land, more or less being the same property described in deed from W. T. Steepleton to Paul Schultz dated Nov. 2, 1915 and recorded in Vol. 62, page 597, deed records Robertson County to which reference is here made for all purposes.

FOURTH TRACT: A part of the J. M. Viesca 11 league grant and described metes and bounds as follows: Beginning at the S.W. corner of the Dea Sanders 72 acre tract from which a P.O. 12 in dia brs S 13 W 4 varas and a P.O. 10 in dia brs N 25-15 12.4 varas; Thence N 32 W 497 vrs with the W line of said Sanders tract to the S.E. corner of one of the Nicholson tracts; Thence S 58 W 1145 varas with the S line of the Nicholson and Beall tracts to the S.W. corner of the Beall tract, from which a BG 10 1 dia brs N 12 1/2 E 2.1 varas and a BJ 14 in dia brs S 27 1/2 E 3.3 varas; Thence S 32 W 476 varas with the E line of a 150 acre tract surveyed for J. C. Holman to the S.E. corner of same on the W line of the D. R. Dilleshaw 1075 acre tract, from which a P.O. S in dia brs N 44-30 W 1 varas; Thence N 58 E 1041 varas N.E. corner of said Dilleshaw tract at 1160 varas the place of beginning, containing 100 acres of land, more or less, being the same property described in deed from South Dakota Texas Oil Company to Paul Schultz dated Dec. 13, 1917 and recorded in Vol. 67, page 596, deed records, Robertson County, Texas, to which reference is here made for all purposes.

FIFTH TRACT: BEGINNING at a Holly marked B for the S.W. corner and beginning corner of this tract from which do. 6 in. dia. brs. N. 12 W. 3 varas, this corner being N. 32 W. 189 varas and N. 58 E. 358 varas from the intersection of the West line of the Jose Maria Viesca 11 League line with Childers Branch;

THENCE N. 58 E. 627-1/2 varas to a stake from which a P. O. 6 in. brs. S. 60 W. 22 varas;

THENCE N. 32 W. 450 varas to a stake from which a P.O. 16 in. brs. N. 75 W. 5 varas;

THENCE S. 58 W. 627-1/2 varas to hickory for corner from which a P.O. brs. S. 60 W. 22 varas;

THENCE S. 32 E. 450 varas to the place of BEGINNING, and containing 50 acres of land, more or less, being the same and identical property conveyed to Fred J. Doering by William Ellison, an unmarried man, by deed dated April 9, 1951, recorded in Vol. 162, Page 342, Deed Records of Robertson County, Texas, to which instrument and its record reference is here made for all purposes.

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48.0 acres, being a part of the remainder of a called 150 acre Tract Two First Tract described a Deed by Norman C. Klores and wife. Karen B. Klores to Austin Seth Klores and Ashley Nicole Klores, Recorded in Volume 1343, Page 694, Official Public Records of Robertson County, Texas, being out of the JM Viesca Survey, Abstract Number 46. Robertson County, Texas. More particularly described by metes and bounds as follows:

Beginning at a 5/8 inch rebar found at a fence corner post at the south corner of said 150 acre Tract Two First Tract, the northwest exterior corner of a tract granted to Jack & Pam Cloat, Recorded in Volume 772, Page 514, Official Records of Robertson County, Texas, and in the southerly east line of a tract granted to Sam J. Campise Ltd, recorded in volume 757, Page 733, Official Records of Robertson County, Texas. Said being the south corner of this tract:

THENCE N36°01'17" W along the fenced common line between said called 150 acre tract two first tract and said Sam J. Campise Ltd. tract a distance of 699.66 feet to a 5/8 inch rebar with cap (#6349) set for the west corner of this tract,

THENCE across and through and severing said called 150 acre Tract Two First Tract the following three (3) courses:

N 53°58'43" E a distance of 810.97 feet to a 5/8 inch rebar with cap (#6349) set for an angle point,

N 42°30'31" E a distance of 1180.17 feet to a 5/8 inch rebar with cap (#6349) set for an angle point,

And N 49°36'17" E a distance of 462.86 feet to a point in the center of Old Hickory Grove Road, from which a 5/8 inch rebar with cap (#6349) set for reference in the west margin of old hickory grove road bears S 44°13'26" E a distance of 200.64 feet:

THENCE along the center of Old Hickory Road the following five (5) courses:

S 49°33'25" E a distance of 163.69 feet,

S 45°33'37" E, at 222.94 feet pass a 1/2 inch rebar found at the southwest corner of a tract granted to Darrel & Melissa Flippin, recorded in Volume 941, Page 687, Official Records of Robertson County, Texas. Continuing an overall distance of 259.34 feet,

S 32°11'19" E a distance of 206.64 feet,

S 39°08'29" E a distance of 220.92 feet,

And S 44°42'47" E a distance of 67.74 feet to the east line of said called 150 acre Tract Two First Tract:

THENCE S 34°48'27" E departing Old Hickory Grove Road, along the east line of said called 150 acre Tract Two First Tract. At 99.56 feet pass a rebar with cap (100834) found near the southwest corner of a tract granted to Mary Garza, recorded in Volume 745, Page 291, Official Records of Robertson County, Texas, continuing an overall distance of 138.45 feet to a 5/8 inch rebar with cap (#6349) set in the north line of said Cloat tract;

THENCE with the fenced north line of said Cloat tract the following four (4) courses:

S 66°03'13" W a distance of 137.81 feet to a 5/8 inch rebar,

S 55°27'40" W a distance of 101.08 feet to a 5/8 inch rebar,

S 37°21'33" W a distance of 35.17 feet to a 5/8 inch rebar.

And S 55°24'25" W a distance of 2247.08 feet, returning to the point of beginning.

Containing 48.0 acres, more or less.



Doc 20251271 Bk OR Vol 1593 P# 211

FILED FOR RECORD IN
Robertson County
Stephanie M. Sanders
COUNTY CLERK

ON: Apr 01, 2025 AT 11:12A

as
Recordings

Document Number: 20251271
Total Fees : 45.00

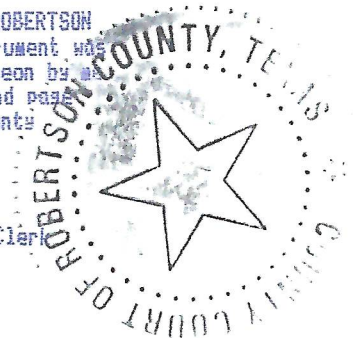
Receipt Number - 151774
By:
Maxine Lattimore, Deputy

STATE OF TEXAS COUNTY OF ROBERTSON

I hereby certify that this instrument was
filed on the date and time stamped hereon by me
and was duly recorded in the volume and page
of the named records of: Robertson County
as stamped hereon by me.

Apr 01, 2025

Stephanie M. Sanders, County Clerk
Robertson County



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