

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 WARRANTY DEED

DATE: March 12, 2025

GRANTOR: TEMPLE ECONOMIC DEVELOPMENT CORPORATION, a Texas nonprofit corporation

GRANTOR'S MAILING ADDRESS: 201 Santa Fe Way, Suite 103
Temple, Texas 76501 (Bell County)

GRANTEE: CLOP Temple TX LLC,
a Delaware limited liability company

GRANTEE'S MAILING ADDRESS: 400 Water Street, Suite 200
Excelsior, Minnesota 55331 (Hennepin County)

CONSIDERATION: TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable consideration, the receipt of which are hereby acknowledged, and for the further consideration of the performance of Grantee, with respect to that certain Economic Development Agreement by and between Oppidan Incorporated, a Minnesota corporation ("Oppidan"), and Grantee, dated September 30, 2024 (the "EDA"); Oppidan assigned its interest in the EDA to Grantor pursuant to an Assignment and Assumption of Economic Development Agreement dated March 11, 2025; and for the further consideration of the assumption by Grantee of all ad valorem taxes on the hereinafter described property for 2025, prorated as of the date of this Deed, and for subsequent years.

PROPERTY (including any improvements):

Lot 1, in Block 1, of Enterprise Business Park, Phase VIII, being a replat of a portion of Lot 2, Block 1, Enterprise Business Park, Phasc VII, in the City of Temple, Bell County, Texas, according to the plat of record in Instrument No. 2025009514, Official Public Records of Real Property of Bell County, Texas.

TOGETHER WITH, all buildings, improvements and fixtures located or subsequently erected on or affixed to the above described real property (the "Real Property"); all easements, rights of way, licenses, rights of ingress and egress, remainders, reversions, and reversionary rights or interests, appurtenances, and signage rights used in connection with, pertaining to, or benefitting the Real Property; any strips or gores between or among the Real Property and abutting or adjacent tracts; all timber, crops, and, except as specified herein, all surface materials in, on, or pertaining to the Real Property (excluding groundwater, which is reserved by Grantor); all components, equipment, materials and goods, now owned or hereafter acquired, and used in or useful to the development, use, occupancy or operation of the Real Property and the improvements thereon, and all substitutions, replacements, and additions thereof; all of Grantor's rights (but not the

obligations under) in and to any permits, deposits, contract rights, governmental program benefits, general intangibles, and insurance policies pertaining to the Real Property, its use and the improvements thereon; and all proceeds and products of any of the foregoing properties, rights, or interests, specifically including, but not limited to, all insurance proceeds and refunds, and all condemnation and damage awards. All of the foregoing assets, rights, and interests, together with the Real Property, are herein called the "Property".

RESERVATIONS FROM CONVEYANCE AND WARRANTY: Grantor reserves, retains, and does not convey by this deed any groundwater or minerals owned or held by Grantor, including without limitation, all oil, gas, and other minerals in and under and that may be produced from the Property, and all benefits from any existing production or lease; however, Grantor waives all rights of ingress and egress and all other rights of any kind and character whatsoever to enter upon, disturb, cause subsidence, or to use the surface of the Property, or any part thereof, including without limitation the right to enter upon the surface of the Property for the purpose of using, developing, transporting, storing, or any other purposes incident to the use of all oil, gas, and other sub-surface minerals of every character in or under the Property, provided, however, that Grantor may produce said minerals and groundwater from land other than the Property or at a depth of 500 feet below the surface of the Property by means of directional or horizontal drilling.

EXCEPTIONS TO CONVEYANCE AND WARRANTY: This conveyance is made and accepted subject to all restrictions, covenants, mineral or royalty conveyances or reservations, and easements, if any, relating to the Property, but only to the extent that they are still in force and effect and are shown of record in the official public records of real property of Bell County, Texas, and to all zoning laws, regulations, and ordinances of municipal or other governmental authorities, if any, relating to the Property, including without limitation, the following:

- a. Public utility easement 50 feet in width along a portion of the front property line(s) as reflected by the recorded plat of said subdivision.
- b. Public utility easement 40 feet in width along a portion of the front property line(s) as reflected by the recorded plat of said subdivision.
- c. Easement 20 feet in width along a portion of the front property line(s) as reflected by the recorded plat of said subdivision and as shown in Volume 3950, Page 451, Official Public Records of Real Property of Bell County, Texas.
- d. Public utility easement 20 feet in width in the southeast corner of the lot as reflected by the recorded plat of said subdivision.
- e. Front yard, all buildings shall be set back from the property line a minimum depth of 50 feet. In the case of corner lots, both 50-foot setbacks will apply. No building or structure may be permitted in the area between the building line and the property line, as recorded in Volume 5814, Page 864, Official Public Records of Real Property of Bell County, Texas.
- f. Rear and side yard: minimum side and rear yard setbacks shall be 10 feet, as recorded in Volume 5814, Page 864, Official Public Records of Real Property of Bell County, Texas.
- g. Accessory structures. Accessory structures shall not occupy a required front or corner side yard or project beyond the front building line of the principal structure on the site. Accessory structures shall be set back at least 10 feet from the interior side and rear property lines, and at least 25 feet from the main building. No permanent accessory structure or other obstruction including a deck, pool, paving, landscaping structure, or fountain may be erected on any utility easement, as recorded in Volume 5814, Page 864, Official Public Records of Real Property of Bell County, Texas.
- h. Easements to Texas Power and Light Company of record in Volume 973, Page 46; Volume 974, Page 16, Deed Records of Bell County, Texas.

- i. Easements to the City of Temple of record in Volume 3950, Page 451; Volume 4031, Page 1; Volume 5008, Page 218; and Volume 5008, Page 223, Official Public Records of Real Property of Bell County, Texas.

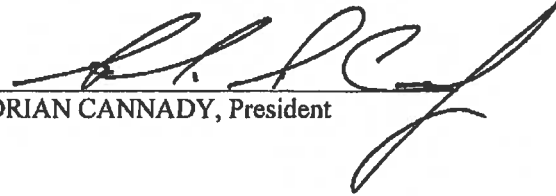
Grantor, for the consideration and subject to the reservations from and exceptions to conveyance and warranty, grants, sells, and conveys to Grantee the Property, together with all and singular the rights and appurtenances thereto in any wise belonging, to have and hold to Grantee, Grantee's heirs, executors, administrators, successors, or assigns forever. Grantor hereby binds Grantor and Grantor's heirs, executors, administrators, and successors to warrant and forever defend all and singular the property to Grantee and Grantee's heirs, executors, administrators, successors, and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof, by, through, or under Grantor, but no further, and except as to the reservations from and exceptions to warranty.

GRANTEE AGREES THAT THIS SALE HAS BEEN NEGOTIATED WITH THE UNDERSTANDING THAT THE PROPERTY IS BEING SOLD "AS IS" AND "WHERE IS" AND WITH ALL FAULTS. GRANTEE ACKNOWLEDGES THAT GRANTEE HAS NO RECOURSE AGAINST GRANTOR IN THE EVENT OF DISCOVERY OF ANY DEFECTS OF ANY KIND, LATENT OR PATENT IN THE PHYSICAL CONDITION OF THE PROPERTY. GRANTEE ACKNOWLEDGES AND AGREES THAT, EXCEPT AS SPECIFICALLY SET FORTH HEREIN, GRANTOR HAS NOT MADE AND DOES NOT MAKE ANY REPRESENTATION, WARRANTY OR COVENANT OF ANY KIND OR CHARACTER WHATSOEVER, WHETHER EXPRESSED OR IMPLIED, OR ANY WARRANTIES ARISING BY OPERATION OF LAW, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF HABITABILITY, SUITABILITY, AND MERCHANTABILITY, DESIGN OR FITNESS FOR ANY SPECIFIC OR PARTICULAR PURPOSE OR OF GOOD AND WORKMANLIKE CONSTRUCTION. GRANTEE ASSUMES ANY AND ALL RISKS WITH RESPECT TO THE PHYSICAL AND ENVIRONMENTAL CONDITION OF THE PROPERTY, INCLUDING WITHOUT LIMITATION ANY 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, AND THE INCOME AND EXPENSES ATTRIBUTABLE TO SUCH RISKS.

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

EXECUTED to be effective on the date above first written.

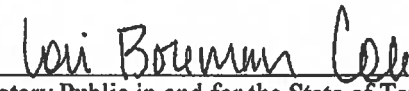
TEMPLE ECONOMIC DEVELOPMENT CORPORATION, a Texas nonprofit corporation

By: 
ADRIAN CANNADY, President

THE STATE OF TEXAS §
 §
COUNTY OF BELL §

This instrument was acknowledged before me on the 7th day of March, 2025, by ADRIAN CANNADY, President of TEMPLE ECONOMIC DEVELOPMENT CORPORATION, a Texas nonprofit corporation, on behalf of said corporation.




Notary Public in and for the State of Texas

AFTER RECORDING RETURN TO:
Monteith Abstract & Title Company, Inc.
Attn: Commercial
127 Lake Road, Suite 101
Belton, Texas 76513

PREPARED IN THE LAW OFFICE OF
BAIRD, CREWS, SCHILLER
& WHITAKER, P.C.
15 North Main Street
Temple, Texas 76501



**Bell County
Shelley Coston
County Clerk
Belton, Texas 76513**

Instrument Number: 2025011644

**As
DEED**

Recorded On: March 12, 2025

Parties: TEMPLE ECONOMIC DEVELOPMENT CORPORATION

To CLOP TEMPLE TX LLC

Comment:

Billable Pages: 4

Number of Pages: 5

(Parties listed above are for Clerks' reference only)

**** Examined and Charged as Follows ****

CLERKS RMF:	\$5.00
RECORDING:	\$17.00
Total Fees:	\$22.00

******* DO NOT REMOVE. THIS PAGE IS PART OF THE INSTRUMENT *******

Any provision herein which restricts the Sale, Rental or use of the described REAL PROPERTY because of color or race is invalid and unenforceable under federal law.

File Information

Instrument Number: 2025011644
Receipt Number: 452565
Recorded Date/Time: 03/12/2025 4:01:15 PM
User / Station: langsdja - BCCCD0642

Record and Return To:

Monteith Abstract & Title Co.- Belton
106 S. EAST STREET
BELTON, TX 76513



I hereby certify that this instrument was filed on the date and time stamped hereon and was duly recorded in the Real Property Records in Bell County, Texas

Shelley Coston
Bell County Clerk