



**FOR AUCTION**  
**59.997 Acres, Half A Ranch**

10231 FM 1361, SOMERVILLE, TEXAS 77879



## PROPERTY FEATURES

- Beautiful 59.997 acre tract, only 19 miles from Texas A&M University!
- Includes a unique, spacious 1,200 sf, 1 bedroom, 1 bathroom loft.
- Ample room for additional home, 400 amp underground power to homesite.
- Fully fenced with working cattle pens. Ag exempt, \$2,541 total taxes in 2020.
- Scenic views with three ponds and large oak trees.
- Water well services the home and front pond.
- 100% water rights and 1/16<sup>th</sup> mineral rights included!

**This property will be sold by Online Auction on Wednesday, May 12<sup>th</sup>.**  
For bidding see [swicoauctions.com](http://swicoauctions.com), Real Estate Auctions Category.

Contact **Lance Swigert** at **(979) 219-4902** or **[lance@clarkisenhour.com](mailto:lance@clarkisenhour.com)**

See Real Estate Auction Terms and Conditions. 6% Buyer's Premium.

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**AERIAL**





**PROPERTY PHOTOS**



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**MAP**





**Information About Brokerage Services**

11/2/2015

*Texas law requires all real estate licensees to give the following information about brokerage services to prospective buyers, tenants, sellers and landlords.*

**TYPES OF REAL ESTATE LICENSE HOLDERS:**

- A **BROKER** is responsible for all brokerage activities, including acts performed by sales agents sponsored by the broker.
- A **SALES AGENT** must be sponsored by a broker and works with clients on behalf of the broker.

**A BROKER'S MINIMUM DUTIES REQUIRED BY LAW (A client is the person or party that the broker represents):**

- Put the interests of the client above all others, including the broker's own interests;
- Inform the client of any material information about the property or transaction received by the broker;
- Answer the client's questions and present any offer to or counter-offer from the client; and
- Treat all parties to a real estate transaction honestly and fairly.

**A LICENSE HOLDER CAN REPRESENT A PARTY IN A REAL ESTATE TRANSACTION:**

**AS AGENT FOR OWNER (SELLER/LANDLORD):** The broker becomes the property owner's agent through an agreement with the owner, usually in a written listing to sell or property management agreement. An owner's agent must perform the broker's minimum duties above and must inform the owner of any material information about the property or transaction known by the agent, including information disclosed to the agent or subagent by the buyer or buyer's agent.

**AS AGENT FOR BUYER/TENANT:** The broker becomes the buyer/tenant's agent by agreeing to represent the buyer, usually through a written representation agreement. A buyer's agent must perform the broker's minimum duties above and must inform the buyer of any material information about the property or transaction known by the agent, including information disclosed to the agent by the seller or seller's agent.

**AS AGENT FOR BOTH - INTERMEDIARY:** To act as an intermediary between the parties the broker must first obtain the written agreement of each party to the transaction. The written agreement must state who will pay the broker and, in conspicuous bold or underlined print, set forth the broker's obligations as an intermediary. A broker who acts as an intermediary:

- Must treat all parties to the transaction impartially and fairly;
- May, with the parties' written consent, appoint a different license holder associated with the broker to each party (owner and buyer) to communicate with, provide opinions and advice to, and carry out the instructions of each party to the transaction.
- Must not, unless specifically authorized in writing to do so by the party, disclose:
  - o that the owner will accept a price less than the written asking price;
  - o that the buyer/tenant will pay a price greater than the price submitted in a written offer; and
  - o any confidential information or any other information that a party specifically instructs the broker in writing not to disclose, unless required to do so by law.

**AS SUBAGENT:** A license holder acts as a subagent when aiding a buyer in a transaction without an agreement to represent the buyer. A subagent can assist the buyer but does not represent the buyer and must place the interests of the owner first.

**TO AVOID DISPUTES, ALL AGREEMENTS BETWEEN YOU AND A BROKER SHOULD BE IN WRITING AND CLEARLY ESTABLISH:**

- The broker's duties and responsibilities to you, and your obligations under the representation agreement.
- Who will pay the broker for services provided to you, when payment will be made and how the payment will be calculated.

**LICENSE HOLDER CONTACT INFORMATION:** This notice is being provided for information purposes. It does not create an obligation for you to use the broker's services. Please acknowledge receipt of this notice below and retain a copy for your records.

<b>CLARK ISENHOUR REAL ESTATE SERVICES, LLC</b>	<b>8999919</b>	<b>INFO@CLARKISENHOUR.COM</b>	<b>(979)268-6840</b>
Licensed Broker /Broker Firm Name or Primary Assumed Business Name	License No.	Email	Phone
<b>JOHN R CLARK</b>	<b>358293</b>	<b>JOHN@CLARKISENHOUR.COM</b>	<b>(979)268-6840</b>
Designated Broker of Firm	License No.	Email	Phone
Licensed Supervisor of Sales Agent/ Associate	License No.	Email	Phone
Sales Agent/Associate's Name	License No.	Email	Phone

Buyer/Tenant/Seller/Landlord Initials \_\_\_\_\_ Date \_\_\_\_\_

Regulated by the Texas Real Estate Commission

Information available at [www.trec.texas.gov](http://www.trec.texas.gov)  
IABS 1-0 Date \_\_\_\_\_ IABS

Clark Isenhour RealEstate Svcs, 3828 S. College Avenue Bryan TX 77801  
Ryan Lovett

Phone: (979)268-6840 Fax: \_\_\_\_\_  
Produced with zipForm® by zipLogix 18070 Fifteen Mile Road, Fraser, Michigan 48026 [www.zipLogix.com](http://www.zipLogix.com)



## REAL ESTATE AUCTION TERMS AND CONDITIONS

Thank you for participating in the auction. Good luck!

All bidders must register acknowledging that they have read and agree to these Terms and Conditions prior to bidding. It is important to familiarize yourself with the Terms and Conditions as all sales are final and irrevocable. These Terms and Conditions are non-negotiable. Registration and/or bidding at the auction finalizes each bidder's agreement to the Terms and Conditions of the sale. Do not bid until you have read the Terms and Conditions. For online only auctions bidders will need to create an account through SWICO Auction's website. There is no fee to create an account, although a valid credit card is required. By bidding you are representing to Clark Isenhour Real Estate Services, LLC, SWICO Auctions ("Agent" and/or "Auctioneer") and the Seller that you have read and agree to be bound by the Terms and Conditions for this sale as stated herein. If you do not agree with any of the Terms and Conditions stated DO NOT BID or you will be bound by those Terms and Conditions. By bidding you agree to all disclosures.

Clark Isenhour Real Estate Services, LLC, and SWICO Auctions has been contracted to sell real property for:

**Owner:** JRC Family Limited Partnership

**Property Description:** 59.997 acres , A0012 COLES, J. P., TRACT 11

**Auction Method:** Online Only Auction

**Type of Auction:** Reserve Auction

**Auction Date:** May 12, 2021

**Property Dwelling Type:** Farm and Ranch

**Sewer and Water:** Onsite water well, onsite sewer system

**Inspection/Preview:** Property will be available for preview by contacting the Auctioneer or Listing Broker. Licensed real estate agents may schedule a preview/inspection of the property at any time with proper notice. Bidders may have their own professional inspections performed on the property prior to the auction at their expense. The Seller has provided a home inspection that can be found in the Bidder's Information Package

**Bidder Deposit:** A deposit of \$ 500 is required in order to participate in the auction. Deposits can be made to SWICO auctions by Cashiers Check (delivered to 3828 S College Avenue, Bryan, Texas 77801), wire transfer, or by credit card. For wire transfer and credit card payments contact SWICO Auctions for instructions. All deposits for unsuccessful bidders will be returned to bidders no later than the second business day after the auction. The High Bidder's deposit will be used as a portion of the earnest money. Bidders are required to show proof of funds or letter of approval from a lender. The bidder's number is nontransferable.

**Cooperating Brokers:** Brokers/Agents must register that they are representing their client by 5:00 pm on the business day immediately preceding the auction via the Broker Participation Form. A commission of 3 % of the auction price will be paid to any registered broker whose client purchases the real estate, closes and funds. No registration forms will be accepted at the auction. Agents are required to review the Terms and Conditions of the sale, provide professional assistance to their clients during the auction process, and assist with closing.

**Buyer's Premium:** The Buyer's Premium is a fee that is added to the final bid amount on each property. The Buyer's Premium will not be included while bidding on the property during the auction. If the high bid amount is accepted by the Seller, the Contract Price will include the Buyer's Premium added to the Auction Price on the sales contract. **The Buyer's Premium is equal to 6 % of the accepted bid or \$2,000.00 (whichever is greater).**

**Announcements:** All announcements made the day of auction take precedence over any and all previously written advertisements or any prior written or verbal terms of sale.

**Bidding Process:** No bid may be withdrawn by a bidder once made to the Auctioneer. All bids are an irrevocable offer to buy and shall remain valid and enforceable until the Auctioneer declares the auction has concluded. The Auctioneer will call the sale and control any increments of bidding.

**BIDDING IS NOT CONTINGENT UPON FINANCING.** Prior written approval from the mortgage company must be provided if you intend to use financing.

Auctioneer has a right to accept or reject all bids. The Seller, Clark Isenhour Real Estate Services, LLC, and SWICO Auctions reserve the right to prohibit any person from bidding not in good standing with SWICO Auctions, and/or Broker.

In case of a tie or disputed bid, the Auctioneer reserves the right to re-open the bidding to determine the highest bid and settle the disputed bid. This is at the sole discretion of the Auctioneer. All decisions made by Auctioneer and or Broker are final.

**Type of Auction:**

**"Absolute auction"** means an auction to which all of the following apply: The property is sold to the highest bidder without reserve. The auction does not have a minimum bid. The auction does not have competing bids of any type by the Seller or an agent of the Seller. The Seller of the property cannot withdraw the property from auction after the auction is opened and there is public solicitation or calling for bids.

**"Reserve auction"** means an auction in which the Seller or an agent of the Seller reserves the right to establish a stated minimum bid, the right to reject or accept any or all bids, or the right to withdraw the real property at any time prior to the completion of the auction by the auctioneer. The Auctioneer reserves the right, but has no obligation, to bid on behalf of the Seller.

**Acceptance of Bid Price at Reserve Auction:** Seller has the right to accept, reject, or counter any and all bids on the property. The Seller is responsible to honor the bid until the Seller rejects the high bid in writing. Clark Isenhour Real Estate Services, LLC, and SWICO Auctions will make every effort to receive full acceptance of the final bid. The Seller has two (2) business days to accept or reject the high bid. The high bidder's offer is irrevocable during that time period.

**Completion of Purchase Documentation for Real Estate:** Upon the completion of the auction the High Bidder will sign a Real Estate Contract of Purchase and any supporting documents

once Auctioneer/Broker receives Seller's bid approval. **See sample contract included in Bidder's Information Package.** If the High Bidder is an absentee, internet, or phone bidder, the Auctioneer or Listing Broker shall contact the High Bidder, within 24 hours of the Seller's approval. The High Bidder shall then have the day following the notification to return all completed Texas Real Estate Commission documents or shall be subject to paying liquidated damages amount equal to the bidder's deposit. If you wish to have the purchase documents reviewed by an attorney, please do so PRIOR to the Auction.

**Earnest Money:** Upon the completion of the documentation, the High Bidder will immediately make an earnest money down payment of   1  %. The bidder's deposit will be used as part of the earnest money. The remainder of the purchase price is due at closing.

**Real Estate Taxes and Assessments:** Property taxes for 2021 will be prorated to the date of closing. The High Bidder will be responsible for any "rollback" property taxes, if applicable. The High Bidder will be responsible for all taxes imposed after the execution of the deed.

**Option Period:** There is no option period.

**Home Warranty:** No home warranty

**Closing:** Will take place on or before   July 1  , 2021 at   Burleson County Title Company  , or as soon as applicable closing documents, and due diligence has been completed.

**Possession:** Buyer will take full possession upon closing and funding. Early possession will not be granted prior to closing and funding.

**Title:** A Warranty Deed shall be executed by the Seller conveying the real estate to the buyer(s). Seller shall furnish to Buyer at Seller's expense an owner policy of title insurance. Title will be issued by Burleson County Title Company in the amount of the Contract Price.

Buyer understands that the sale of the property is subject to all recorded leases and easements.

**Survey:** The advertised legal description including but not limited to acreage, square footages, and any other measurements are approximate and have been assessed based on Appraisal District records, aerial photos, or other reliable sources. Information supplied by Clark Isenhour Real Estate Services, LLC, and SWICO Auctions should not be deemed reliable and bidders should verify all legal descriptions and boundary lines. If Buyer for any reason does not find this survey to be sufficient, it will be the responsibility of the Buyer to obtain a survey at their own expense.

**Information of Brokerage Agency:** Clark Isenhour Real Estate Services, LLC, SWICO Auctions, and any auction/realty personnel are exclusive agents of the Seller. An Information about Brokerage Services (IABS) form (TREC No. OPK) is supplied in the Bidder's Information Package. Texas Law requires all real estate licensees to supply this form to all prospective buyers, tenants, and Sellers and landlords.

**Breach or Failure to Close (Default):** If any conditions contained herein are not complied with by the buyer, or the buyer fails to close in accordance with the Real Estate Contract of Purchase, the earnest money deposit will be forfeited as liquidated damages. However, such forfeiture shall not preclude Clark Isenhour Real Estate Services, LLC, SWICO Auctions, or the Seller from enforcing additional remedies available as detailed in the Real Estate Contract of Purchase.

**Environmental Disclaimer:** The Seller, Clark Isenhour Real Estate Services, LLC, SWICO Auctions, agents, contractors, employees, affiliates and assigns, do not warrant or covenant with buyers with respect to the existence or nonexistence of any pollutants, contaminants, mold, or hazardous waste prohibited by federal, state, or local law or claims based thereon arising out of the actual or threatened discharge, release, disposal, seepage, migration or escape of such substances at, from or into the demised premises. Buyer is to rely upon their own environmental audit or examination of the premises.

**Disclaimer:** Information supplied in the Bidder's Information Package and all supplied material is subject to the Terms and Conditions in this agreement. The property described in the Bidder's Information Package is being offered to the highest bidder "AS IS", "Where IS" and no warranty or guaranty is expressed or implied, concerning the property made by the Seller, Auction Company or Broker. Each bidder is encouraged to perform his/her own independent inspections, inquiries and due diligence concerning the described property (at buyer's expense). The information is being furnished to bidders for the bidder's convenience and it is the responsibility of the bidder to determine that information contained herein is accurate and complete. Any reliance on the contents shall be solely at the recipient's risk. Buyer agrees to accept property with its current zoning, easements, and any and all right-of-ways that carry with it. All information is taken from sources deemed to be accurate and reliable, all measurements are approximate and not to scale. The Seller and the auctioneers, Clark Isenhour Real Estate Services, LLC, SWICO Auctions, contractors, employees, firm, brokers, affiliates or assigns assume no liability in this matter.

**Indemnification of Agent and Closer:** Buyer jointly and agrees to indemnify and hold closer and agent, their agents, principals, associates, affiliates, assigns and employees harmless against any and all losses, claims, damages or liabilities and expenses not resulting from agent or closer's bad faith or gross negligence, including costs of investigation, attorney fees, and disbursements, which may be imposed upon or incurred by agent or closer hereunder relative to the performance of their duties related to the parties or the property, including without limitation any litigation arising from or in respect of this contract or the transactions contemplated hereby. Closer and agent shall not be liable for any error of judgment or for any act done or omitted by them in good faith. Closer and agent are authorized to act on any document believed by them in good faith to be executed by the proper party or parties and will incur no liability in so acting. Closer and agent are in all respects and for all purposes third party beneficiaries of this contract to the extent that this contract would entitle them to rights or benefits if they were signatory parties hereto, and each of them is entitled to enforce such rights and benefits, as herein provided, to the same extent they would be entitled if they were such signatory parties. ANY INDEMNIFICATION, DEFENSE OR HOLD HARMLESS OBLIGATION OF BUYER FOR THE BENEFIT OF SELLER, CLOSER, OR AGENT IN THIS CONTRACT SHALL SURVIVE THE CLOSING AND/OR TERMINATION OF THIS CONTRACT.

**Corrections or Amendments:** Any corrections and or amendments will be posted to the Auctioneers Website at [www.swicoauctions.com](http://www.swicoauctions.com) and [www.clarkisenhour.com](http://www.clarkisenhour.com) prior to the auction. Prospective buyer(s) will be solely responsible for reviewing any and all possible updated material.

- I have read and agree to the Terms and Conditions of the auction sale as set forth herein.
- I understand that I do NOT have an agency relationship with Clark Isenhour Real Estate Services, LLC, SWICO Auctions, its' auctioneers, contractors, employees, brokers, affiliates, or assigns and all parties associated with.
- I accept full responsibility for due diligence on the real estate on which I am bidding.
- I understand that all real estate will be sold "AS IS, WHERE IS. WITH NO GUARANTEES OR WARRANTIES EITHER EXPRESSED OR IMPLIED".
- I understand if I am the successful high bidder the sale of the property is not contingent upon obtaining a certificate of occupancy.
- I understand that, in the event I am the successful high bidder, and if I fail to close per the Real Estate Contract of Purchase, my earnest money deposit will be forfeited.
- I understand that, in the event I am the successful high bidder in a reserve auction, the Seller has two (2) business days to accept or reject the high bid and that my offer is irrevocable during that time period.
- I understand this agreement will become part of the Real Estate Contract of Purchase if I am the successful high bidder. In the case of conflict between the Real Estate Contract of Purchase and these Conditions of Auction Sale for Real Estate, that the Real Estate Contract of Purchase shall take precedence.

BY SIGNING BELOW AND BIDDING, YOU HAVE ACCEPTED THESE TERMS AND CONDITIONS OF AUCTION SALE.

Auction Property Address	
Auction Date	
Bidder Signature	
Printed Name	
Position/Title	
Company	
Physical Address	
City, State, Zip Code	
Phone Number	
Fax Number	
Email Address	

## Broker Participation Form

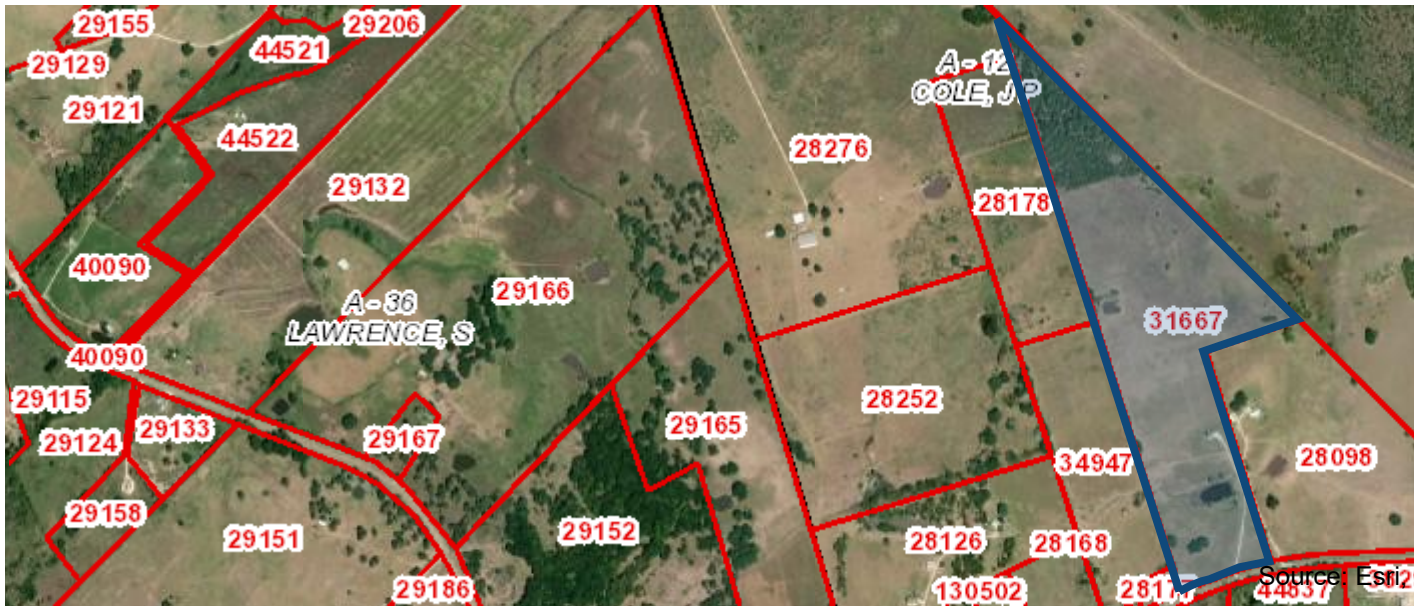
Brokers/Agents must register that they are representing their client by 5:00 pm on the business day immediately preceding the auction via this form. A commission of 3 % of the auction price will be paid to any registered broker whose client purchases the real estate, closes and funds. No registration forms will be accepted at the auction. Agents are required to review the Terms and Conditions of the sale, provide professional assistance to their clients during the auction process, and assist with closing.

Auction Property Address:	
Auction Date	
Client Name	
Client Phone Number	
Client Email Address	
Real Estate Agent Name	
Real Estate Broker Office	
Real Estate Agent Phone Number	
Real Estate Agent Email	

# Burleson CAD Property Search

## Property ID: 31667 For Year 2020

Map





 Property Details

<b>Account</b>	
<b>Property ID:</b>	31667
<b>Legal Description:</b>	A0012 COLES, J. P., TRACT 1159.9970 ACRES
<b>Geographic ID:</b>	3012-000-001-00298
<b>Agent:</b>	
<b>Type:</b>	Real
<b>Location</b>	
<b>Address:</b>	10231 FM 1361 SOMERVILLE, TX 77879
<b>Map ID:</b>	
<b>Neighborhood CD:</b>	SSKR100
<b>Owner</b>	
<b>Owner ID:</b>	7071
<b>Name:</b>	JRC FAMILY LIMITED PARTNERSHIP
<b>Mailing Address:</b>	3828 S COLLEGE AVE BRYAN, TX 77801
<b>% Ownership:</b>	100.0%
<b>Exemptions:</b>	For privacy reasons not all exemptions are shown online.

## Property Values

<b>Improvement Homesite Value:</b>	\$115,845
<b>Improvement Non-Homesite Value:</b>	\$0
<b>Land Homesite Value:</b>	\$6,500
<b>Land Non-Homesite Value:</b>	\$0
<b>Agricultural Market Valuation:</b>	\$383,481
<b>Market Value:</b>	\$505,826
<b>Ag Use Value:</b>	\$5,672
<b>Appraised Value:</b>	\$128,017
<b>Homestead Cap Loss: ⓘ</b>	\$0
<b>Assessed Value:</b>	\$128,017

Information provided for research purposes only. Legal descriptions and acreage amounts are for appraisal district use only and should be verified prior to using for legal purpose and or documents. Please contact the Appraisal District to verify all information for accuracy.

## Property Taxing Jurisdiction

Entity	Description	Tax Rate	Market Value	Taxable Value
CAD	Burleson CAD	0.000000	\$505,826	\$128,017
GBU	Burleson County	0.485000	\$505,826	\$128,017
HOS	Memorial Hosp	0.065000	\$505,826	\$128,017
RDD	County Road	0.075000	\$505,826	\$128,017
SSN	Snook ISD	1.360200	\$505,826	\$128,017

**Total Tax Rate:** 1.985200

## Property Improvement - Building

**Type:** MISC IMP **State Code:** A1 **Living Area:** 0.00sqft **Value:** \$10,000

Type	Description	Class CD	Year Built	SQFT
UP	UP	5	0	1.00

**Type:** RESIDENTIAL **State Code:** A1 **Living Area:** 1,200.00sqft **Value:** \$105,845

Type	Description	Class CD	Year Built	SQFT
MA	MA	F2	2013	1,200.00
WD1	WD1	*	2013	144.00
CRPT	CRPT	*	2013	1,200.00

## Property Land

Type	Description	Acreage	Sqft	Eff Front	Eff Depth	Market Value	Prod. Value
SKRN2	SKRN2	1	43,560.00	0.00	0.00	\$6,500	\$0
SKRN1	SKRN1	58.997	2,569,909.32	0.00	0.00	\$383,481	\$5,672

## Property Roll Value History

Year	Improvements	Land Market	Ag Valuation	Appraised	HS Cap Loss	Assessed
2021	N/A	N/A	N/A	N/A	N/A	N/A
2020	\$115,845	\$389,981	\$5,672	\$128,017	\$0	\$128,017
2019	\$108,053	\$352,482	\$5,156	\$119,084	\$0	\$119,084
2018	\$108,053	\$281,986	\$5,156	\$117,909	\$0	\$117,909
2017	\$100,095	\$263,987	\$4,425	\$108,920	\$0	\$108,920
2016	\$56,234	\$263,824	\$4,009	\$64,643	\$0	\$64,643
2015	\$86,561	\$263,824	\$3,714	\$94,675	\$0	\$94,675
2014	\$35,205	\$149,900	\$5,601	\$43,306	\$0	\$43,306
2013	\$0	\$149,900	\$5,696	\$5,696	\$0	\$5,696
2012	\$0	\$149,900	\$5,696	\$5,696	\$0	\$5,696
2011	\$0	\$149,900	\$5,696	\$5,696	\$0	\$5,696

## Property Deed History

Deed Date	Type	Description	Grantor	Grantee	Volume	Page	Number
9/2/2016	WDVL	WARR DEED VEN LIEN	SNOE SCOTT A	JRC FAMILY LIMITED PARTNERSHIP	1064	458	5570
8/25/2016	WD	WARRANTY DEED	SNOE MONA FAYE	SNOE SCOTT A	1063	96	5295
6/14/2010	SWD	SPEC WARRANTY DEED	SNOE GARY A & MONA F	SNOE MONA FAYE	805	287	2329
6/22/1998	WD	WARRANTY DEED	SNOE GARY A & MONA F	SNOE GARY A & MONA F	487	280	

## DISCLAIMER

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VOL. 459, PG. 601, DRBCT,  
R. T. KUBICEK  
(164.57 ACRES)

**NOTES**

1. FENCES MEANDER.
2. BEARINGS, DISTANCES AND AREAS IN PARENTHESIS ARE FROM RECORD INFORMATION.
3. ACCORDING TO HORIZONTAL SCALING FROM THE CURRENT F.E.M.A. FLOOD INSURANCE RATE MAP NO. 48051C0350C, DATED JANUARY 6, 2011, A PORTION OF THIS TRACT LIES WITHIN ZONE A, (NO BASE FLOOD ELEVATIONS DETERMINED).
4. THIS SURVEY WAS DONE IN CONJUNCTION WITH TITLE COMMITMENT G.F. NO. 16513, DATED AUGUST 12, 2016 PROVIDED BY BURLESON COUNTY TITLE COMPANY. THIS SURVEYOR DID NOT RESEARCH THE DEED RECORDS FOR PREVIOUS CONFLICTS IN TITLE OR EASEMENT, THEREFORE, CERTAIN EASEMENTS MAY HAVE BEEN GRANTED WHICH ARE NOT REFLECTED HEREON.
5. THIS SURVEY PLAT WAS PREPARED IN CONJUNCTION WITH A LAND DESCRIPTION DATED AUGUST 16, 2016 PREPARED BY PAYNE INDUSTRIES, LLC.
6. THE BEARING BASIS FOR THIS SURVEY REFERS TO GRID NORTH AND WAS DETERMINED USING GPS OBSERVATIONS.

VOL. 341, PG. 667, DRBCT,  
JUANITA THOMAS, ET AL  
(50 ACRES)

59.997 Acres

VOL. 805, PG. 287, OPRBCT,  
MONA FAYE SNOE  
(59.96 ACRES)

ZONE A

1/2" IRON ROD BEARS  
N 19°40'20" W 5.20'

JOHN P. COLES  
7 1/2 LEAGUES  
ABSTRACT NO. 12

TWO STORY HOUSE  
ON SLAB'

30' PIPELINE EASEMENT  
VOL. 288, PG. 412  
DRBCT

VOL. 847, PG. 703, OPRBCT,  
JOHN E. COOPER  
(42.384 ACRES)

VOL. 905, PG. 56, OPRBCT,  
AVALEON HINTON  
(25 ACRES)

CURVE	DELTA	RADIUS	ARC LENGTH	CHORD BEARING	CHORD LENGTH
C1	12°39'07"	2904.79'	641.43'	S 70°06'55" W	640.13'
C2	1°01'29"	2904.79'	51.95'	S 63°16'37" W	51.95'
C3	8°44'16"	2904.79'	442.98'	S 80°48'37" W	442.56'

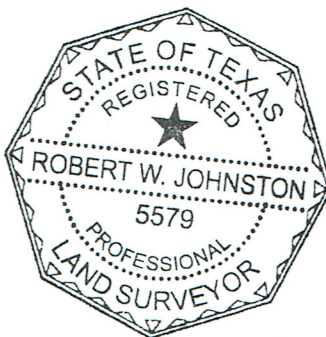
5/8" IRON ROD BEARS  
N 19°47'41" W 1.13'  
FROM CORNER

1/2" IRON ROD BEARS  
N 19°40'20" W 0.14'  
FROM CORNER

59.997 ACRES, MORE OR LESS,  
IN THE JOHN P. COLES  
7 1/2 LEAGUES,  
ABSTRACT 12,  
BURLESON COUNTY, TEXAS

TO JRC FAMILY LIMITED PARTNERSHIP AND BURLESON COUNTY TITLE COMPANY EXCLUSIVELY, AND FOR USE WITH THIS TRANSACTION ONLY:

I HEREBY STATE TO THE BEST OF MY KNOWLEDGE: THAT THIS PLAT IS TRUE AND CORRECT ACCORDING TO AN ACTUAL SURVEY MADE ON THE GROUND ON AUGUST 1, 2016; THAT ALL CORNERS ARE MONUMENTED AS SHOWN HEREON; AND THAT THERE ARE NO VISIBLE ENCROACHMENTS OR OVERLAPPING OF IMPROVEMENTS, EXCEPT AS SHOWN OR NOTED HEREON.



*Robert W. Johnston*  
ROBERT W. JOHNSTON, R.P.L.S. NO. 5579

G.F. NO. 16513  
JOB NUMBER: 1129-002-16  
CLIENT: JOHN CLARK/ISENHOUR  
DATE: AUGUST 16, 2016  
FIELD CREW: RS  
OFFICE: LB RJ  
FB/PG: 38/35

**PAYNE INDUSTRIES**  
SURVEYING - CIVIL ENGINEERING - GIS

CORPORATE OFFICE:  
121 W. BUCK STREET  
CALDWELL, TX 77836  
PHONE: (979) 567-4500 FAX: (979) 567-6800  
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WEBSITE: PAYNE-LLC.COM  
FIRM REGISTRATION: 10193780 & F-16791

- LEGEND**
- DRBCT DEED RECORDS OF BURLESON COUNTY, TEXAS
  - OPRBCT OFFICIAL PUBLIC RECORDS OF BURLESON COUNTY, TEXAS
  - 1/2" IRON ROD SET WITH A PLASTIC CAP STAMPED "PAYNE 6064"
  - 1/2" IRON ROD FOUND UNLESS OTHERWISE NOTED
  - 5/8" IRON ROD FOUND UNLESS OTHERWISE NOTED
  - CONCRETE HIGHWAY MONUMENT
  - ohu UTILITY POLE, OVERHEAD UTILITY LINE, GUY
  - WATER WELL
  - WIRE FENCE
  - BSL BUILDING SETBACK LINE
  - PUE PUBLIC UTILITY EASEMENT
  - UE UTILITY EASEMENT
  - EE ELECTRIC EASEMENT
  - CONCRETE



BURLESON CO. APPRAISAL  
PARCEL 28111,  
TEXAS GENERAL LAND OFFICE  
(8378.28 ACRES)

N 19°47'41" W  
4015.09'

S 47°18'41" E  
2844.56'

S 68°40'49" W  
671.16'

S 19°40'20" E  
1473.45'

FM 1361 (80' ROW)

**FIELD NOTE DESCRIPTION OF 59.997 ACRES, MORE OR LESS, IN THE JOHN P. COLES 7 1/2 LEAGUE GRANT, ABSTRACT 12, BURLESON COUNTY, TEXAS, BEING ALL OF THAT TRACT CALLED 59.997 ACRES (SECOND TRACT) IN A DEED TO MONA FAYE SNOE RECORDED IN VOLUME 805, PAGE 287, OPRBCT (OFFICIAL PUBLIC RECORDS OF BURLESON COUNTY, TEXAS) AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:**

**BEGINNING** at a calculated point in the north line of FM 1361 (80' ROW), from which a 1/2" iron rod found, for reference, bears N 19°40'20" W a distance of 0.14 feet, at the southwest corner of that called 42.384 acres in a deed to John E. Cooper, recorded in Volume 847, Page 703, OPRBCT, for the most southerly southeast corner of this description, from which a concrete highway monument bears along a curve to the right with a delta of 08°44'16", a radius of 2904.79 feet, an arc length of 442.98 feet and a chord which bears N 80°48'37" E a distance of 442.56 feet;

**THENCE** leaving the Cooper tract and the **POINT OF BEGINNING**, with the north line of FM 1361, along a curve to the left with a delta of 12°39'07", a radius of 2904.79 feet, an arc length of 641.43 feet and a chord which bears S 70°06'55" W a distance of 640.13 feet to a calculated point, from which a 5/8" iron rod found, for reference, bears N 19°47'41" W a distance of 1.13 feet, at the southeast corner of that called 25 acres in a deed to Avaleon Hinton, recorded in Volume 905, Page 56, OPRBCT, for the southwest corner of this description, from which a concrete highway monument bears along a curve to the left with a delta of 01°01'29", a radius of 2904.79 feet, an arc length of 51.95 feet and a chord which bears S 63°16'37" W a distance of 51.95 feet;

**THENCE** leaving FM 1361 with the east line of the Hinton tract, the east line of that called 50 acres in a deed to Juanita Thomas, et al, recorded in Volume 341, Page 667, DRBCT (Deed Records of Burleson County, Texas), and the east line of that called 164.57 acres in a deed to R. T. Kubicek, recorded in Volume 459, Page 601, OPRBCT, N 19°47'41" W a distance of 4015.09 feet to a 1/2" iron rod found in the southwesterly line of a 8378.28 acre tract owned by the Texas General Land Office, Burleson County Appraisal District Parcel No. 28111, for the north corner of this description, passing at 3750.42 feet a 1/2" iron rod found at the northeast corner of the Thomas tract and the southeasterly corner of the Kubicek tract;

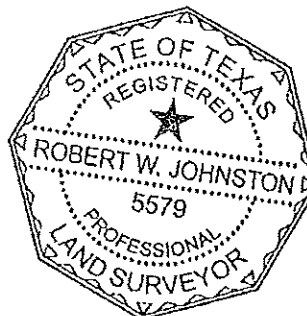
**THENCE** leaving the Kubicek tract and with the southwest line of the Texas General Land Office tract S 47°18'41" E a distance of 2844.56 feet to a 5/8" iron rod found at the northeast corner of Cooper tract, for the most easterly southeast corner of this description;

**THENCE** leaving the Texas General Land Office tract, with the north line of the Cooper tract, S 68°40'49" W a distance of 671.16 feet to a 1/2" iron rod set at the northwest corner of the Cooper tract, for an interior corner of this description, from which a 1/2" iron rod found bears N 19°40'20" W a distance of 5.20 feet;

**THENCE** with the west line of the Cooper tract, S 19°40'20" E a distance of 1473.31 feet to the **POINT OF BEGINNING**. There are 59.997 acres, more or less, described in these field notes.

All iron rods set are capped with a plastic cap stamped "Payne 6064". The bearing basis for this survey was determined from GPS observations and refers to Grid North. This description was prepared by Payne Industries, LLC from an on the ground survey performed on August 1, 2016 and corresponds to a survey plat referenced as job number 1129-002-16.

*Robert W. Johnston*  
Robert W. Johnston RPLS #5579  
Job No. 1129-002-16  
August 16, 2016



**T-47 RESIDENTIAL REAL PROPERTY AFFIDAVIT  
(MAY BE MODIFIED AS APPROPRIATE FOR COMMERCIAL TRANSACTIONS)**

Date: 4-5-2021 GF No. \_\_\_\_\_

Name of Affiant(s): JOHN R. CLARK

Address of Affiant: 3828 S. College Ave, Bryan, Texas 77801

Description of Property: 59.970 Acres, JP Coles Abstract, 12, Burleson County CAD ID#31667  
County Burleson, Texas

"Title Company" as used herein is the Title Insurance Company whose policy of title insurance is issued in reliance upon the statements contained herein.

Before me, the undersigned notary for the State of TEXAS, personally appeared Affiant(s) who after by me being sworn, stated:

1. We are the owners of the Property. (Or state other basis for knowledge by Affiant(s) of the Property, such as lease, management, neighbor, etc. For example, "Affiant is the manager of the Property for the record title owners.):

2. We are familiar with the property and the improvements located on the Property.

3. We are closing a transaction requiring title insurance and the proposed insured owner or lender has requested area and boundary coverage in the title insurance policy(ies) to be issued in this transaction. We understand that the Title Company may make exceptions to the coverage of the title insurance as Title Company may deem appropriate. We understand that the owner of the property, if the current transaction is a sale, may request a similar amendment to the area and boundary coverage in the Owner's Policy of Title Insurance upon payment of the promulgated premium.

4. To the best of our actual knowledge and belief, since Aug 16, 2016 there have been no:  
a. construction projects such as new structures, additional buildings, rooms, garages, swimming pools or other permanent improvements or fixtures;  
b. changes in the location of boundary fences or boundary walls;  
c. construction projects on immediately adjoining property(ies) which encroach on the Property;  
d. conveyances, replattings, easement grants and/or easement dedications (such as a utility line) by any party affecting the Property.

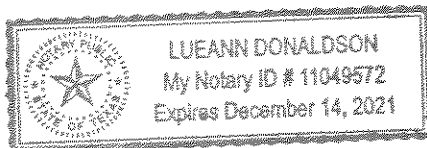
EXCEPT for the following (If None, Insert "None" Below): \_\_\_\_\_

5. We understand that Title Company is relying on the truthfulness of the statements made in this affidavit to provide the area and boundary coverage and upon the evidence of the existing real property survey of the Property. This Affidavit is not made for the benefit of any other parties and this Affidavit does not constitute a warranty or guarantee of the location of improvements.

6. We understand that we have no liability to Title Company that will issue the policy(ies) should the information in this Affidavit be incorrect other than information that we personally know to be incorrect and which we do not disclose to the Title Company.

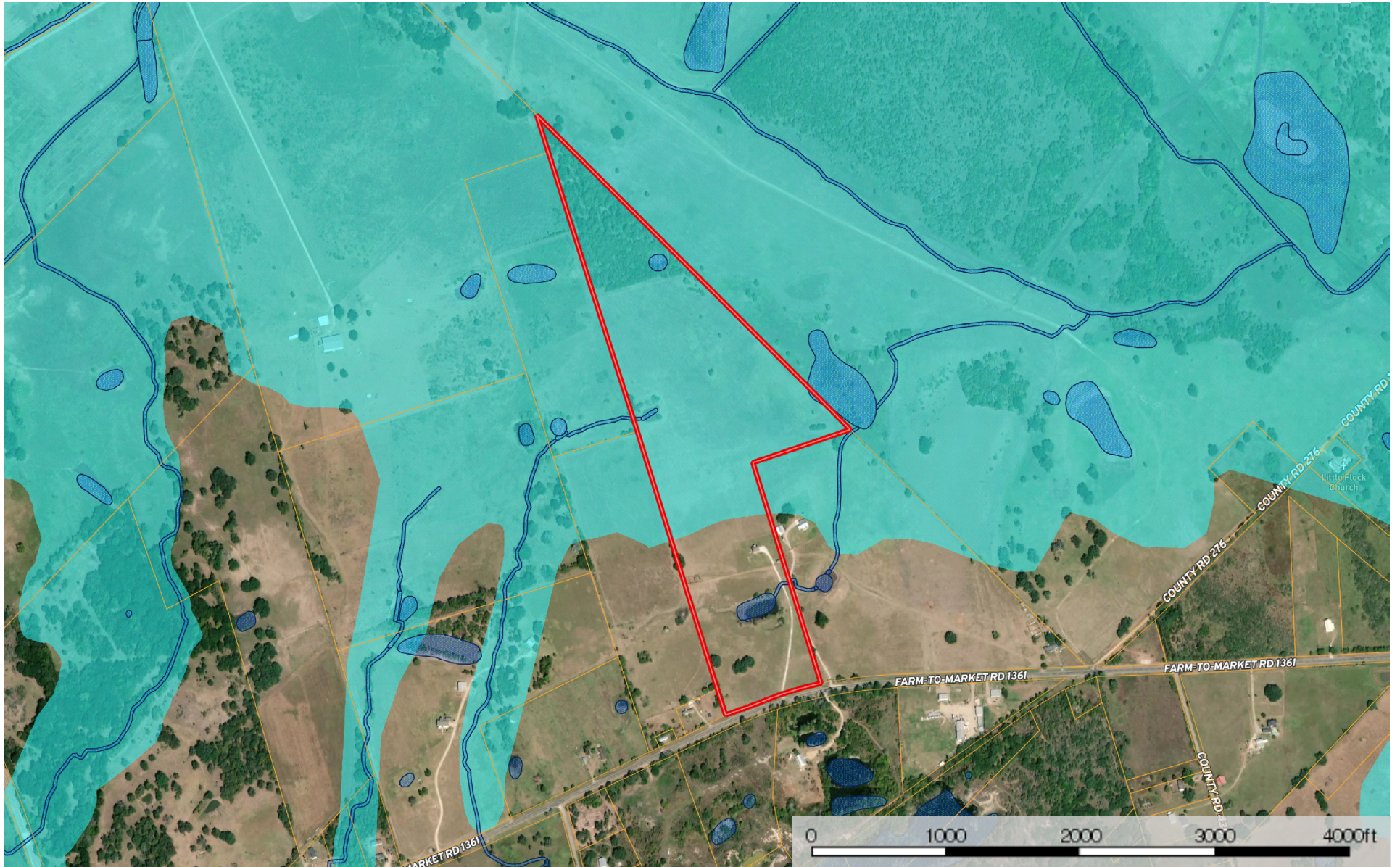
[Signature]  
\_\_\_\_\_  
Notary Public

SWORN AND SUBSCRIBED this 5 day of April, 2021  
[Signature]  
Notary Public



(TXR-1907) 02-01-2010

10231 FM 1361  
Somerville, Texas, AC +/- 60



- Boundary
- 100 Year Floodplain
- 500 Year Floodplain
- Floodway
- Special
- Unmapped/ Not
- Wetlands
- Riparian





# Inspection Report

**LANCE SWIGERT**

**Property Address:**  
10231 FM 1361  
SOMERVILLE TX 77879



**Tucker Inspections**

**Tom Rike TREC 20478  
P.O. Box 10623  
College Station, TX 77842  
979.690.7211**

# PROPERTY INSPECTION REPORT

**Prepared For:** LANCE SWIGERT

(Name of Client)

**Concerning:** 10231 FM 1361, SOMERVILLE, TX 77879

(Address or Other Identification of Inspected Property)

**By:** Tom Rike TREC 20478 / Tucker Inspections 3/30/2021

(Name and License Number of Inspector)

(Date)

(Name, License Number of Sponsoring Inspector)

## PURPOSE, LIMITATIONS AND INSPECTOR / CLIENT RESPONSIBILITIES

This property inspection report may include an inspection agreement (contract), addenda, and other information related to property conditions. If any item or comment is unclear, you should ask the inspector to clarify the findings. It is important that you carefully read ALL of this information.

This inspection is subject to the rules ("Rules") of the Texas Real Estate Commission ("TREC"), which can be found at [www.trec.texas.gov](http://www.trec.texas.gov).

The TREC Standards of Practice (Sections 535.227-535.233 of the Rules) are the minimum standard for inspections by TREC Licensed inspectors. An inspection addresses only those components and conditions that are present, visible, and accessible at the time of the inspection. While there may be other parts, components or systems present, only those items specifically noted as being inspected were inspected. The inspector is NOT required to turn on decommissioned equipment, systems, utility services or apply an open flame or light a pilot to operate any appliance. The inspector is NOT required to climb over obstacles, move furnishings or stored items. The inspection report may address issues that are code-based or may refer to a particular code; however, this is NOT a code compliance inspection and does NOT verify compliance with manufacturer's installation instructions. The inspection does NOT imply insurability or warrantability of the structure or its components. Although some safety issues may be addressed in this report, this inspection is NOT a safety/code inspection, and the inspector is NOT required to identify all potential hazards.

In this report, the inspector shall indicate, by checking the appropriate boxes on the form, whether each item was inspected, not inspected, not present or deficient and explain the findings in the corresponding section in the body of the report form. The inspector must check the Deficient (D) box if a condition exists that adversely and materially affects the performance of a system or component or constitutes a hazard to life, limb or property as specified by the TREC Standards of Practice. General deficiencies include inoperability, material distress, water penetration, damage, deterioration, missing components, and unsuitable installation. Comments may be provided by the inspector whether or not an item is deemed deficient. The inspector is not required to prioritize or emphasize the importance of one deficiency over another.

Some items reported may be considered life-safety upgrades to the property. For more information, refer to Texas Real Estate Consumer Notice Concerning Recognized Hazards or Deficiencies below.

THIS PROPERTY INSPECTION IS NOT A TECHNICALLY EXHAUSTIVE INSPECTION OF THE STRUCTURE, SYSTEMS OR COMPONENTS. The inspection may not reveal all deficiencies. A real estate inspection helps to reduce some of the risk involved in purchasing a home, but it cannot eliminate these risks, nor can the inspection anticipate future events or changes in performance due to changes in use or occupancy. It is recommended that you obtain as much information as is available about this property, including any seller's disclosures, previous inspection reports, engineering reports, building/remodeling permits, and reports performed for or by relocation companies, municipal inspection departments, lenders, insurers, and appraisers.

Promulgated by the Texas Real Estate Commission(TREC) P.O. Box 12188, Austin, TX 78711-2188 (512)936-3000  
(<http://www.trec.state.tx.us>).

You should also attempt to determine whether repairs, renovation, remodeling, additions, or other such activities have taken place at this property. It is not the inspector's responsibility to confirm that information obtained from these sources is complete or accurate or that this inspection is consistent with the opinions expressed in previous or future reports.

ITEMS IDENTIFIED IN THE REPORT DO NOT OBLIGATE ANY PARTY TO MAKE REPAIRS OR TAKE OTHER ACTIONS, NOR IS THE PURCHASER REQUIRED TO REQUEST THAT THE SELLER TAKE ANY ACTION. When a deficiency is reported, it is the client's responsibility to obtain further evaluations and/or cost estimates from qualified service professionals. Any such follow-up should take place prior to the expiration of any time limitations such as option periods.

Evaluations by qualified tradesmen may lead to the discovery of additional deficiencies which may involve additional repair costs. Failure to address deficiencies or comments noted in this report may lead to further damage of the structure or systems and add to the original repair costs. The inspector is not required to provide follow-up services to verify that proper repairs have been made.

Property conditions change with time and use. For example, mechanical devices can fail at any time, plumbing gaskets and seals may crack if the appliance or plumbing fixture is not used often, roof leaks can occur at any time regardless of the apparent condition of the roof, and the performance of the structure and the systems may change due to changes in use or occupancy, effects of weather, etc. These changes or repairs made to the structure after the inspection may render information contained herein obsolete or invalid. This report is provided for the specific benefit of the client named above and is based on observations at the time of the inspection. If you did not hire the inspector yourself, reliance on this report may provide incomplete or outdated information. Repairs, professional opinions or additional inspection reports may affect the meaning of the information in this report. It is recommended that you hire a licensed inspector to perform an inspection to meet your specific needs and to provide you with current information concerning this property.

#### **TEXAS REAL ESTATE CONSUMER NOTICE CONCERNING HAZARDS OR DEFICIENCIES**

Each year, Texans sustain property damage and are injured by accidents in the home. While some accidents may not be avoidable, many other accidents, injuries, and deaths may be avoided through the identification and repair of certain hazardous conditions. Examples of such hazards include:

- malfunctioning, improperly installed, or missing ground fault circuit protection (GFCI) devices for electrical receptacles in garages, bathrooms, kitchens, and exterior areas;
- malfunctioning arc fault protection (AFCI) devices;
- ordinary glass in locations where modern construction techniques call for safety glass;
- malfunctioning or lack of fire safety features such as smoke alarms, fire-rated doors in certain locations, and functional emergency escape and rescue openings in bedrooms;
- malfunctioning carbon monoxide alarms;
- excessive spacing between balusters on stairways and porches;
- improperly installed appliances;
- improperly installed or defective safety devices;
- lack of electrical bonding and grounding; and
- lack of bonding on gas piping, including corrugated stainless steel tubing (CSST).

To ensure that consumers are informed of hazards such as these, the Texas Real Estate Commission (TREC) has adopted Standards of Practice requiring licensed inspectors to report these conditions as "Deficient" when performing an inspection for a buyer or seller, if they can be reasonably determined.

These conditions may not have violated building codes or common practices at the time of the construction of the home, or they may have been "grandfathered" because they were present prior to the adoption of codes prohibiting such conditions. While the TREC Standards of Practice do not require inspectors to perform a code compliance inspection, TREC considers the potential for injury or property loss from the hazards addressed in the Standards of Practice to be significant enough to warrant this notice.

Contract forms developed by TREC for use by its real estate licensees also inform the buyer of the right to have the home inspected and can provide an option clause permitting the buyer to terminate the contract within a specified time. Neither the Standards of Practice nor the TREC contract forms require a seller to remedy conditions revealed by an inspection. The decision to correct a hazard or any deficiency identified in an inspection report is left to the parties to the contract for the sale or purchase of the home.

INFORMATION INCLUDED UNDER "ADDITIONAL INFORMATION PROVIDED BY INSPECTOR", OR PROVIDED AS AN ATTACHMENT WITH THE STANDARD FORM, IS NOT REQUIRED BY THE COMMISSION AND MAY CONTAIN CONTRACTUAL TERMS BETWEEN THE INSPECTOR AND YOU, AS THE CLIENT. THE COMMISSION DOES NOT REGULATE CONTRACTUAL TERMS BETWEEN PARTIES. IF YOU DO NOT UNDERSTAND THE EFFECT OF ANY CONTRACTUAL TERM CONTAINED IN THIS SECTION OR ANY ATTACHMENTS, CONSULT AN ATTORNEY.

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**ADDITIONAL INFORMATION PROVIDED BY INSPECTOR:**

**Standards of Practice:**

TREC Texas Real Estate Commission

**Type of building:**

Single Family (2 story)

**In Attendance:**

Customer, Tenant

**Approximate age of building:**

Under 10 Years

**Temperature:**

Over 65 (F) = 18 (C)

**Weather:**

Clear

**Ground/Soil surface condition:**

Damp

**Rain in last 3 days:**

Yes

**Radon Test:**

No

**Water Test:**

No

I = Inspected   NI = Not Inspected   NP = Not Present   D = Deficient

I   NI   NP   D

## I. STRUCTURAL SYSTEMS

**A. Foundations**

**Type of Foundation (s):** Slab on Grade

**Comments:**

This foundation was performing as intended at the time of this inspection. Only shows signs of typical movement due to the soil in our area. Maintaining constant moisture levels around the foundation can help keep some types of movement to a minimum.

**B. Grading and Drainage**

**Comments:**

No problems were noted with the soil height or drainage around the base of the foundation. It is recommended that three to four inches of slab are visible around the foundation to help ensure proper drainage. Lack of slab exposure can lead to water and insect problems.

**C. Roof Covering Materials**

**Types of Roof Covering:** Composition Shingles, Metal

**Viewed from:** Ground, Ladder

**Roof Ventilation:** None found

**Comments:**

This is a composition shingled roof that was found in good condition at the time of this inspection.

*NOTE: Section 535.228. sub section C. Under the Current Texas Real Estate Commission Standards of Practice the inspector is not required to determine life expectancy of the roof covering. Not required to identify latent hail damage. Not required to determine if the roof can be insured.*



C. Item 1(Picture)



C. Item 2(Picture)

**D. Roof Structures & Attics**

**Comments:**

This is a pre-fabricated wood truss framing system. The system appears to be performing as intended at the time of this inspection.

The majority of the wood frame is not visible as it is covered by foam insulation.

I = Inspected   NI = Not Inspected   NP = Not Present   D = Deficient

I   NI   NP   D

There was not any ventilation present. This was done on purpose as with the foam insulation application you can not have any ventilation in the attic.

**E. Walls (Interior and Exterior)**

[Comments:](#)

All components were in acceptable condition at the time of this inspection.

**F. Ceilings and Floors**

[Comments:](#)

The floors were found in acceptable condition at the time of this inspection.

The ceilings were found in acceptable condition at the time of this inspection.

**G. Doors (Interior and Exterior)**

[Comments:](#)

The entry fixed door corner was cracked. Recommend repair for safety.



G. Item 1(Picture)

**H. Stairways (Interior and Exterior)**

[Comments:](#)

**I. Windows**

[Comments:](#)

These are double pane insulated glass units. They were operational at the time of this inspection.

Screens:(7) Missing

Windows with broken seals:(2) Windows marked with blue tape. Included in the count was one cracked window.

There was one living room right window lock that would not latch closed.

*TREC standards of practice state an inspector only has to identify "insulated windows that are obviously fogged or display other evidence of broken seals." Tucker Inspections marks those windows found by the*

I = Inspected    NI = Not Inspected    NP = Not Present    D = Deficient

I   NI   NP   D

*inspector to be broken or have bad seals with a blue piece of tape on the window during the course of the inspection. As a buyer it is recommended that you retain a company that can check all windows and give you a price to repair units found deficient. **Tucker inspections does not guarantee that all windows with bad seals will be identified at the time of this inspection. We identify them the best we can.***



I. Item 1(Picture)



I. Item 2(Picture)

J. Fireplaces and Chimneys

**Chimney (exterior):** N/A

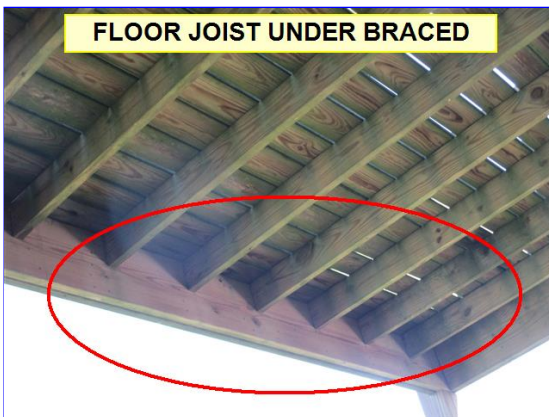
**Operable Fireplaces:** None

**Comments:**

K. Porches, Balconies, Decks and Carports

**Comments:**

The floor joist were under braced. Recommend installing hangers.



K. Item 1(Picture)

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I   NI   NP   D

## II. ELECTRICAL SYSTEMS

**A. Service Entrance and Panels**

**Electrical Service Conductors:** Below ground

**Panel Type:** Circuit breakers

**Panel Capacity:** 200 AMP

**Electric Panel Manufacturer:** General Electric

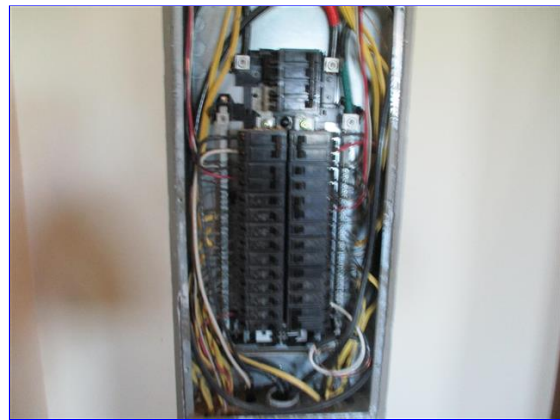
**Comments:**

All components were found in satisfactory condition at the time of this inspection.

The breakers in the panel are not labeled as to what circuit they protect.



A. Item 1(Picture)



A. Item 2(Picture)

**B. Branch Circuits, Connected Devices, and Fixtures**

**Type of Wiring:** Romex

**Branch wire 15 and 20 amperage:** Copper

**Comments:**

There was one dining room recessed light not operating.

There was not a smoke detector outside the sleeping area.

Not all of the bedrooms had a smoke detector present. *Recommend installing detectors for safety.*

There are not any AFCI breakers in the panel.

*The 2008 NEC requires the installation of combination-type AFCIs in all 15 and 20 ampere residential circuits with the exception of laundries, kitchens, bathrooms, garages and unfinished basements*

The kitchen and bathroom outlets were not ground fault protected.

Current building standards require romex wire, that is not located in an attic, to be covered or in a conduit.

The carport outlets and switches were not protected by weather covers.



I = Inspected   NI = Not Inspected   NP = Not Present   D = Deficient

I   NI   NP   D

I am not able to operate exterior light fixtures on solar sensor during the day.



B. Item 1(Picture)



B. Item 2(Picture)



B. Item 3(Picture)

I = Inspected    NI = Not Inspected    NP = Not Present    D = Deficient

I   NI   NP   D

### III. HEATING, VENTILATION AND AIR CONDITIONING SYSTEMS

A. Heating Equipment

**Type of Systems:** Heat Pump Forced Air (also provides cool air)

**Energy Sources:** Electric

**Heat System Brand:** Trane

**Number of Heat Systems (excluding wood):** One

**Comments:**

This unit was functioning properly at the time of this inspection.

*Note: We can only visually inspect the inside of this unit. For a in-depth inspection a HVAC professional is recommended.*



A. Item 1(Picture)

B. Cooling Equipment

**Type of Systems:** Heat Pump Forced Air (also provides warm air)

**Central Air Manufacturer:** Trane

**Comments:**

The unit was operating at the time of the inspection. The degree differential between the register and return air should be between 15-20 degrees.

The differential was 15.5 degrees at the time of this inspection.

The primary drain line is not insulated. *This would not meet current building standards.*

There are no locking cap valves on the Freon line on the exterior unit.

*Note: We can only visually inspect the inside of this unit. For a in-depth inspection a HVAC professional is recommended.*

I = Inspected    NI = Not Inspected    NP = Not Present    D = Deficient

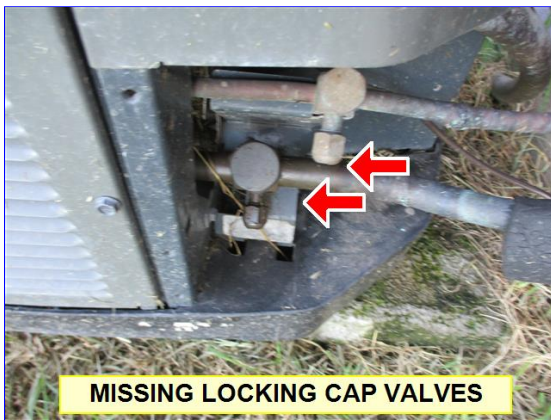
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B. Item 1(Picture)



B. Item 2(Picture)

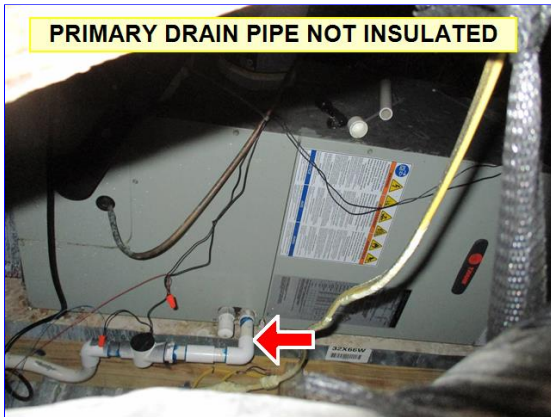


**MISSING LOCKING CAP VALVES**

B. Item 3(Picture)



B. Item 4(Picture)



**PRIMARY DRAIN PIPE NOT INSULATED**

B. Item 5(Picture)

C. Duct Systems, Chases, and Vents

**Ductwork:** Insulated

**Filter Type:** Disposable

**Comments:**

The duct work was in good condition at the time of this inspection.

**I = Inspected    NI = Not Inspected    NP = Not Present    D = Deficient**

**I   NI   NP   D**

There was a disposable filter present at the return air. The filter was in good condition and the grill cover was clean.

I = Inspected   NI = Not Inspected   NP = Not Present   D = Deficient

I   NI   NP   D

## IV. PLUMBING SYSTEM

**A. Plumbing Supply Distribution Systems and Fixtures**

**Location of water meter:** None (private well)

**Location of main water supply valve:** None this is a well

**Static water pressure reading:** 59 pounds/square inch

**Water Source:** Well

**Plumbing Water Distribution (inside home):** POLY

**Comments:**

There were missing back flow preventer on the exterior hose bibs.

*Backflow preventers are small check valves that screw onto the ends of the exterior hose bibs. They prevent water from reversing flow back into the water lines if the city loses water pressure. These are required by City and State Standards.*

The bathroom sink faucet leaks when operating.

The kitchen sink faucet leaks when operating.



A. Item 1(Picture)



A. Item 2(Picture)



A. Item 3(Picture)



A. Item 4(Picture)

I = Inspected    NI = Not Inspected    NP = Not Present    D = Deficient

I   NI   NP   D

**B. Drains, Waste, and Vents**

**Plumbing Waste:** PVC

**Comments:**

The master shower drain was partially clogged. Recommend further review by a professional plumber.

The bathroom sink was slow to drain.

**C. Water Heating Equipment**

**Energy Sources:** Electric

**Capacity (Water Heater):** 50 Gallon (2-3 people)

**Water Heater Manufacturer:** Rheem

**Water Heater Location:** Closet

**Comments:**

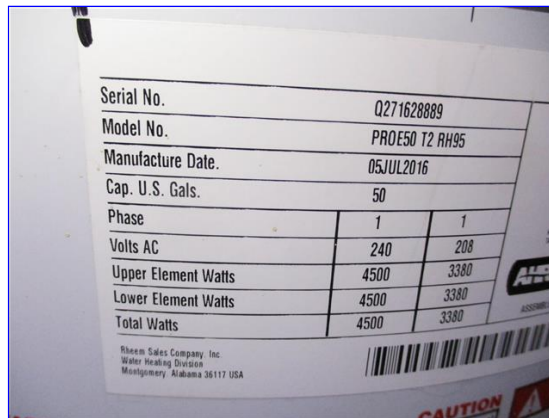
This unit was operational at the time of this inspection.

The T&P valve drain pipe does not terminate within 6" from the ground. This would not meet current building standards.

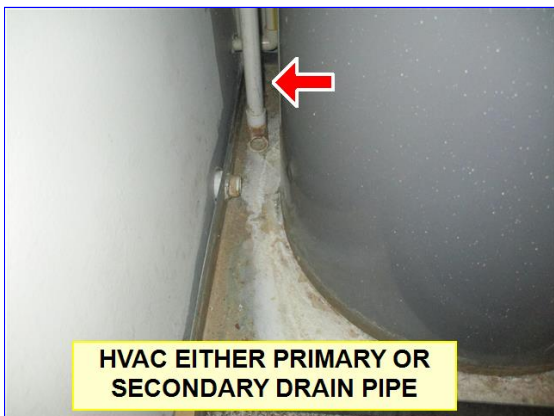
The moisture stains in the drain pan appear to come from either HVAC units primary or secondary drain pipe. I was not able to visually see the drain pipe connections/route.



C. Item 1(Picture)

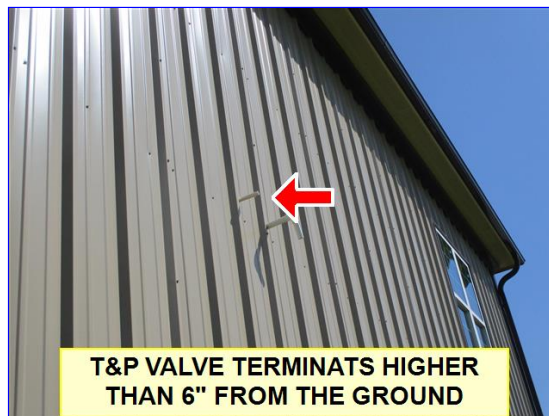


C. Item 2(Picture)



HVAC EITHER PRIMARY OR SECONDARY DRAIN PIPE

C. Item 3(Picture)



T&P VALVE TERMINATS HIGHER THAN 6" FROM THE GROUND

C. Item 4(Picture)

I = Inspected    NI = Not Inspected    NP = Not Present    D = Deficient

I	NI	NP	D
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D. Hydro-Massage Therapy Equipment

[Comments:](#)

I = Inspected    NI = Not Inspected    NP = Not Present    D = Deficient

I   NI   NP   D

**V. APPLIANCES**

**A. Dishwashers**

Comments:

This unit was operating at the time of this inspection.

The dishwasher drain line is below the sink drain.

*Current building standards require the dishwasher drain to be above the sink drain. This prevents the sink from draining back into the dishwasher drain line. Simple repair: just secure the drain line above the sink.*

**B. Food Waste Disposers**

Comments:

**C. Range Hood and Exhaust Systems**

Comments:

**D. Ranges, Cooktops and Ovens**

Comments:

The unit was operating at the time of this inspection.

This is a stand alone range. There was not an anti tip brace in stalled. *This is a safety hazard.*

Not all of the display lights were operating.



D. Item 1(Picture)



D. Item 2(Picture)

**E. Microwave Ovens**

Comments:

This unit is a microwave/vent-a-hood combination, installed above the cooking surface. The unit was operational at the time of this inspection.

**F. Mechanical Exhaust Vents and Bathroom Heaters**

Comments:

The units are operational, however they vent into the attic not to the exterior. *This would not meet current building standards.*



I = Inspected   NI = Not Inspected   NP = Not Present   D = Deficient

I	NI	NP	D
---	----	----	---

The bathroom vent light was not operating.

**G. Garage Door Operator(s)**

[Comments:](#)

**H. Dryer Exhaust Systems**

[Comments:](#)

The dryer vents through the exterior wall and needs to be cleaned out.

I = Inspected    NI = Not Inspected    NP = Not Present    D = Deficient

I   NI   NP   D

## VI. OPTIONAL SYSTEMS

- A. Landscape Irrigation (Sprinkler) Systems**  
[Comments:](#)
- B. Swimming Pools, Spas, Hot Tubs, and Equipment**  
[Comments:](#)
- C. Outbuildings**  
[Comments:](#)
- D. Private Water Wells (A coliform analysis is recommended)**  
[Comments:](#)
- E. Private Sewage Disposal (Septic) System**  
[Comments:](#)
- F. Other**  
[Comments:](#)
- G. Outdoor Cooking Equipment**  
[Comments:](#)
- H. Gas Supply System**  
[Comments:](#)
- I. Whole-House Vacuum Systems**  
[Comments:](#)

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<b>Date:</b> 3/30/2021	<b>Time:</b>	<b>Report ID:</b>
<b>Property:</b> 10231 FM 1361 SOMERVILLE TX 77879	<b>Customer:</b> LANCE SWIGERT	<b>Real Estate Professional:</b>

**Comment Key or Definitions**

The following are definitions of comment descriptions in this inspection report. All comments by the inspector should be considered before purchasing this home. Any recommendations by the inspector to repair or replace suggests a second opinion or further inspection by a qualified contractor. All costs associated with further inspection fees and repair or replacement of item, component or unit should be considered before you purchase the property.

**Inspected (I)** = I visually observed the item, component or unit and if no other comments were made then it appeared to be functioning as intended allowing for normal wear and tear.

**Not Inspected (NI)** = I did not inspect this item, component or unit and made no representations of whether or not it was functioning as intended and will state a reason for not inspecting.

**Not Present (NP)** = This item, component or unit is not in this home or building.

**Deficiency (D)** = The item, component or unit is not functioning as intended or needs further inspection by a qualified contractor. Items, components or units that can be repaired to satisfactory condition may not need replacement.

**Standards of Practice:**

TREC Texas Real Estate Commission

**Type of building:**

Single Family (2 story)

**In Attendance:**

Customer, Tenant

**Approximate age of building:**

Under 10 Years

**Temperature:**

Over 65 (F) = 18 (C)

**Weather:**

Clear

**Ground/Soil surface condition:**

Damp

**Rain in last 3 days:**

Yes

**Radon Test:**

No

**Water Test:**

No

## General Summary



**Tucker Inspections**

**P.O. Box 10623  
College Station, TX 77842  
979.690.7211**

**Customer  
LANCE SWIGERT**

**Address  
10231 FM 1361  
SOMERVILLE TX 77879**

The following items or discoveries indicate that these systems or components **do not function as intended** or **adversely affects the habitability of the dwelling**; or **warrants further investigation by a specialist**, or **requires subsequent observation**. This summary shall not contain recommendations for routine upkeep of a system or component to keep it in proper functioning condition or recommendations to upgrade or enhance the function or efficiency of the home. This Summary is not the entire report. The complete report may include additional information of concern to the customer. It is recommended that the customer read the complete report.

### I. STRUCTURAL SYSTEMS

#### G. Doors (Interior and Exterior)

##### Deficient

The entry fixed door corner was cracked. Recommend repair for safety.

#### I. Windows

##### Deficient

These are double pane insulated glass units. They were operational at the time of this inspection.

Screens:(7) Missing

Windows with broken seals:(2) Windows marked with blue tape. Included in the count was one cracked window.

There was one living room right window lock that would not latch closed.

*TREC standards of practice state an inspector only has to identify "insulated windows that are obviously fogged or display other evidence of broken seals." Tucker Inspections marks those windows found by the inspector to be*

*broken or have bad seals with a blue piece of tape on the window during the course of the inspection. As a buyer it is recommended that you retain a company that can check all windows and give you a price to repair units found deficient. Tucker inspections does not guarantee that all windows with bad seals will be identified at the time of this inspection. We identify them the best we can.*

**K. Porches, Balconies, Decks and Carports**

**Deficient**

The floor joist were under braced. Recommend installing hangers.

## II. ELECTRICAL SYSTEMS

**A. Service Entrance and Panels**

**Deficient**

All components were found in satisfactory condition at the time of this inspection.

The breakers in the panel are not labeled as to what circuit they protect.

**B. Branch Circuits, Connected Devices, and Fixtures**

**Deficient**

There was one dining room recessed light not operating.

There was not a smoke detector outside the sleeping area.

Not all of the bedrooms had a smoke detector present. *Recommend installing detectors for safety.*

There are not any AFCI breakers in the panel.

*The 2008 NEC requires the installation of combination-type AFCIs in all 15 and 20 ampere residential circuits with the exception of laundries, kitchens, bathrooms, garages and unfinished basements*

The kitchen and bathroom outlets were not ground fault protected.

Current building standards require romex wire, that is not located in an attic, to be covered or in a conduit.

The carport outlets and switches were not protected by weather covers.

I am not able to operate exterior light fixtures on solar sensor during the day.

## III. HEATING, VENTILATION AND AIR CONDITIONING SYSTEMS

**B. Cooling Equipment**

**Deficient**

The unit was operating at the time of the inspection. The degree differential between the register and return air should be between 15-20 degrees.

The differential was 15.5 degrees at the time of this inspection.

The primary drain line is not insulated. *This would not meet current building standards.*

There are no locking cap valves on the Freon line on the exterior unit.

*Note: We can only visually inspect the inside of this unit. For a in-depth inspection a HVAC professional is recommended.*

## IV. PLUMBING SYSTEM

### A. Plumbing Supply Distribution Systems and Fixtures

#### Deficient

There were missing back flow preventer on the exterior hose bibs.

*Backflow preventers are small check valves that screw onto the ends of the exterior hose bibs. They prevent water from reversing flow back into the water lines if the city loses water pressure. These are required by City and State Standards.*

The bathroom sink faucet leaks when operating.

The kitchen sink faucet leaks when operating.

### B. Drains, Waste, and Vents

#### Deficient

The master shower drain was partially clogged. Recommend further review by a professional plumber.

The bathroom sink was slow to drain.

### C. Water Heating Equipment

#### Deficient

This unit was operational at the time of this inspection.

The T&P valve drain pipe does not terminate with in 6" from the ground. This would not meet current building standards.

The moisture stains in the drain pan appear to come from either HVAC units primary or secondary drain pipe. I was not able to visually see the drain pipe connections/route.

## V. APPLIANCES

### A. Dishwashers

#### Deficient

This unit was operating at the time of this inspection.

The dishwasher drain line is below the sink drain.

*Current building standards require the dishwasher drain to be above the sink drain. This prevents the sink from draining back into the dishwasher drain line. Simple repair: just secure the drain line above the sink.*

### D. Ranges, Cooktops and Ovens

#### Deficient

The unit was operating at the time of this inspection.

This is a stand alone range. There was not an anti tip brace in stalled. *This is a safety hazard.*

Not all of the display lights were operating.

**F. Mechanical Exhaust Vents and Bathroom Heaters**

**Deficient**

The units are operational, however they vent into the attic not to the exterior. *This would not meet current building standards.*

The bathroom vent light was not operating.

**H. Dryer Exhaust Systems**

**Deficient**

The dryer vents through the exterior wall and needs to be cleaned out.

---

Home inspectors are not required to report on the following: Life expectancy of any component or system; The causes of the need for a repair; The methods, materials, and costs of corrections; The suitability of the property for any specialized use; Compliance or non-compliance with codes, ordinances, statutes, regulatory requirements or restrictions; The market value of the property or its marketability; The advisability or inadvisability of purchase of the property; Any component or system that was not observed; The presence or absence of pests such as wood damaging organisms, rodents, or insects; or Cosmetic items, underground items, or items not permanently installed. Home inspectors are not required to: Offer warranties or guarantees of any kind; Calculate the strength, adequacy, or efficiency of any system or component; Enter any area or perform any procedure that may damage the property or its components or be dangerous to the home inspector or other persons; Operate any system or component that is shut down or otherwise inoperable; Operate any system or component that does not respond to normal operating controls; Disturb insulation, move personal items, panels, furniture, equipment, plant life, soil, snow, ice, or debris that obstructs access or visibility; Determine the presence or absence of any suspected adverse environmental condition or hazardous substance, including but not limited to mold, toxins, carcinogens, noise, contaminants in the building or in soil, water, and air; Determine the effectiveness of any system installed to control or remove suspected hazardous substances; Predict future condition, including but not limited to failure of components; Since this report is provided for the specific benefit of the customer(s), secondary readers of this information should hire a licensed inspector to perform an inspection to meet their specific needs and to obtain current information concerning this property.

Prepared Using HomeGauge <http://www.HomeGauge.com> : Licensed To Tom Rike





APPROVED BY THE TEXAS REAL ESTATE COMMISSION (TREC)



SELLER'S DISCLOSURE NOTICE

CONCERNING THE PROPERTY AT 10231 FM 1361 Somerville (Street Address and City)

THIS NOTICE IS A DISCLOSURE OF SELLER'S KNOWLEDGE OF THE CONDITION OF THE PROPERTY AS OF THE DATE SIGNED BY SELLER AND IS NOT A SUBSTITUTE FOR ANY INSPECTIONS OR WARRANTIES THE PURCHASER MAY WISH TO OBTAIN. IT IS NOT A WARRANTY OF ANY KIND BY SELLER OR SELLER'S AGENTS.

SELLER PURCHASED IN 2016. NEVER OCCUPIED EXCEPT AS OCCASSIONAL GET AWAY. LEASED SINCE JULY 2019

Seller [ ] is [X] is not occupying the Property. If unoccupied, how long since Seller has occupied the Property? [ ]

1. The Property has the items checked below [Write Yes (Y), No (N), or Unknown (U)]:

- List of property items with handwritten checkmarks: Range, Dishwasher, Washer/Dryer Hookups, Security System, Oven, Trash Compactor, Window Screens, Fire Detection Equipment, Smoke Detector, Smoke Detector-Hearing Impaired, Carbon Monoxide Alarm, Emergency Escape Ladder(s), Cable TV Wiring, Attic Fan(s), Central Heating, Septic System, Outdoor Grill, Sauna, Pool Heater, Microwave, Disposal, Rain Gutters, Intercom System, Satellite Dish, Exhaust Fan(s), Wall/Window Air Conditioning, Public Sewer System, Fences, Spa, Hot Tub, Automatic Lawn Sprinkler System, Fireplace(s) & Chimney (Mock), Natural Gas Lines, Liquid Propane Gas, LP Community (Captive), LP on Property, Garage: Attached, Not Attached, Electronic, Gas, Well, MUD, Carport, Control(s), Electric, Co-op, Roof Type: COMPOSITION, Age: 1 YR, JULY 2020 (approx.)

Are you (Seller) aware of any of the above items that are not in working condition, that have known defects, or that are in need of repair? [ ] Yes [ ] No [ ] Unknown. If yes, then describe. (Attach additional sheets if necessary):

SEE INSPECTION REPORT DATED 3/30/21 WATER WELL: NEVER HAD ISSUES WITH VOLUME OR FLOW, DOES HAVE SULFUR SMELL COMMON TO THAT AREA.

TREC No. OP-H

2. Does the property have working smoke detectors installed in accordance with the smoke detector requirements of Chapter 766, Health and Safety Code?\*  Yes  No  Unknown. If the answer to this question is no or unknown, explain (Attach additional sheets if necessary): \_\_\_\_\_

\* Chapter 766 of the Health and Safety Code requires one-family or two-family dwellings to have working smoke detectors installed in accordance with the requirements of the building code in effect in the area in which the dwelling is located, including performance, location, and power source requirements. If you do not know the building code requirements in effect in your area, you may check unknown above or contact your local building official for more information. A buyer may require a seller to install smoke detectors for the hearing impaired if: (1) the buyer or a member of the buyer's family who will reside in the dwelling is hearing impaired; (2) the buyer gives the seller written evidence of the hearing impairment from a licensed physician; and (3) within 10 days after the effective date, the buyer makes a written request for the seller to install smoke detectors for the hearing impaired and specifies the locations for the installation. The parties may agree who will bear the cost of installing the smoke detectors and which brand of smoke detectors to install.

3. Are you (Seller) aware of any known defects/malfunctions in any of the following? Write Yes (Y) if you are aware, write No (N) if you are not aware.

- |  |                             |                            |
|--|-----------------------------|----------------------------|
| <u>N</u> Interior Walls                                | <u>N</u> Ceilings           | <u>N</u> Floors            |
| <u>N</u> Exterior Walls                                | <u>Y</u> Doors              | <u>Y</u> Windows           |
| <u>N</u> Roof  | <u>N</u> Foundation/Slab(s) | <u>N/A</u> Sidewalks       |
| <u>N</u> Walls/Fences                                  | <u>N</u> Driveways          | <u>N/A</u> Intercom System |
| <u>Y</u> Plumbing/Sewers/Septics                       | <u>N</u> Electrical Systems | <u>N</u> Lighting Fixtures |
| <u>N</u> Other Structural Components (Describe): _____ |                             |                            |

If the answer to any of the above is yes, explain. (Attach additional sheets if necessary): \_\_\_\_\_

SEE INSPECTION REPORT DATED 3/30/21

4. Are you (Seller) aware of any of the following conditions? Write Yes (Y) if you are aware, write No (N) if you are not aware.

- |   |  |
|---|--|
| <u>N</u> Active Termites (includes wood destroying insects) | <u>N</u> Previous Structural or Roof Repair                          |
| <u>N</u> Termite or Wood Rot Damage Needing Repair          | <u>N</u> Hazardous or Toxic Waste                                    |
| <u>N</u> Previous Termite Damage                            | <u>N</u> Asbestos Components   |
| <u>N</u> Previous Termite Treatment                         | <u>N</u> Urea-formaldehyde Insulation                                |
| <u>N</u> Improper Drainage                                  | <u>N</u> Radon Gas   |
| <u>N</u> Water Damage Not Due to a Flood Event              | <u>N</u> Lead Based Paint  |
| <u>N</u> Landfill, Settling, Soil Movement, Fault Lines     | <u>N</u> Aluminum Wiring   |
| <u>N</u> Single Blockable Main Drain in Pool/Hot Tub/Spa*   | <u>N</u> Previous Fires  |
|   | <u>N</u> Unplatted Easements   |
|   | <u>N</u> Subsurface Structure or Pits                                |
|   | <u>N</u> Previous Use of Premises for Manufacture of Methamphetamine |

If the answer to any of the above is yes, explain. (Attach additional sheets if necessary): \_\_\_\_\_

\*A single blockable main drain may cause a suction entrapment hazard for an individual.

5. Are you (Seller) aware of any item, equipment, or system in or on the Property that is in need of repair?  Yes (if you are aware)  No (if you are not aware). If yes, explain. (Attach additional sheets if necessary): \_\_\_\_\_

6. Are you (Seller) aware of any of the following conditions?\* Write Yes (Y) if you are aware, write No (N) if you are not aware.

- Present flood coverage
- Previous flooding due to a failure or breach of a reservoir or a controlled or emergency release of water from a reservoir
- Previous water penetration into a structure on the property due to a natural flood event

Write Yes (Y) if you are aware, and check wholly or partly as applicable, write No (N) if you are not aware.

- Located  wholly  partly in a 100-year floodplain (Special Flood Hazard Area-Zone A, V, A99, AE, AO, AH, VE, or AR)
- Located  wholly  partly in a 500-year floodplain (Moderate Flood Hazard Area-Zone X (shaded))
- Located  wholly  partly in a floodway
- Located  wholly  partly in a flood pool
- Located  wholly  partly in a reservoir

If the answer to any of the above is yes, explain. (attach additional sheets if necessary): SEE SURVEY, HOME IS WELL ABOVE FLOOD PLAIN BUT MUCH OF LAND N OF HOME IS FLOOD PLAIN

\*For purposes of this notice:

"100-year floodplain" means any area of land that:

- (A) is identified on the flood insurance rate map as a special flood hazard area, which is designated as Zone A, V, A99, AE, AO, AH, VE, or AR on the map;
- (B) has a one percent annual chance of flooding, which is considered to be a high risk of flooding; and
- (C) may include a regulatory floodway, flood pool, or reservoir.

"500-year floodplain" means any area of land that:

- (A) is identified on the flood insurance rate map as a moderate flood hazard area, which is designated on the map as Zone X (shaded); and
- (B) has a two-tenths of one percent annual chance of flooding, which is considered to be a moderate risk of flooding.

"Flood pool" means the area adjacent to a reservoir that lies above the normal maximum operating level of the reservoir and that is subject to controlled inundation under the management of the United States Army Corps of Engineers.

"Flood insurance rate map" means the most recent flood hazard map published by the Federal Emergency Management Agency under the National Flood Insurance Act of 1968 (42 U.S.C. Section 4001 et seq.)

"Floodway" means an area that is identified on the flood insurance rate map as a regulatory floodway, which includes the channel of a river or other watercourse and the adjacent land areas that must be reserved for the discharge of a base flood, also referred to as a 100-year flood, without cumulatively increasing the water surface elevation of more than a designated height.

"Reservoir" means a water impoundment project operated by the United States Army Corps of Engineers that is intended to retain water or delay the runoff of water in a designated surface area of land.

7. Have you (Seller) ever filed a claim for flood damage to the property with any insurance provider, including the National Flood Insurance Program (NFIP)?\*  Yes  No. If yes, explain (attach additional sheets as necessary): \_\_\_\_\_

\*Homes in high risk flood zones with mortgages from federally regulated or insured lenders are required to have flood insurance. Even when not required, the Federal Emergency Management Agency (FEMA) encourages homeowners in high risk, moderate risk, and low risk flood zones to purchase flood insurance that covers the structure(s) and the personal property within the structure(s).

8. Have you (Seller) ever received assistance from FEMA or the U.S. Small Business Administration (SBA) for flood damage to the property?  Yes  No. If yes, explain (attach additional sheets as necessary): \_\_\_\_\_

9. Are you (Seller) aware of any of the following? Write Yes (Y) if you are aware, write No (N) if you are not aware.

- N Room additions, structural modifications, or other alterations or repairs made without necessary permits or not in compliance with building codes in effect at that time.
- N Homeowners' Association or maintenance fees or assessments.
- N Any "common area" (facilities such as pools, tennis courts, walkways, or other areas) co-owned in undivided interest with others.
- N Any notices of violations of deed restrictions or governmental ordinances affecting the condition or use of the Property.
- N Any lawsuits directly or indirectly affecting the Property.
- N Any condition on the Property which materially affects the physical health or safety of an individual.
- N/A Any rainwater harvesting system located on the property that is larger than 500 gallons and that uses a public water supply as an auxiliary water source.
- Y Any portion of the property that is located in a groundwater conservation district or a subsidence district.

If the answer to any of the above is yes, explain. (Attach additional sheets if necessary): POST OAK SAVANNAH  
GROUND WATER CONSERVATION DISTRICT

- 10. If the property is located in a coastal area that is seaward of the Gulf Intracoastal Waterway or within 1,000 feet of the mean high tide bordering the Gulf of Mexico, the property may be subject to the Open Beaches Act of the Dune Protection Act (Chapter 61 or 63, Natural Resources Code, respectively) and a beachfront construction certificate or dune protection permit maybe required for repairs or improvements. Contact the local government with ordinance authority over construction adjacent to public beaches for more information.
- 11. This property may be located near a military installation and may be affected by high noise or air installation compatible use zones or other operations. Information relating to high noise and compatible use zones is available in the most recent Air Installation Compatible Use Zone Study or Joint Land Use Study prepared for a military installation and may be accessed on the Internet website of the military installation and of the county and any municipality in which the military installation is located.

[Signature] 4/5/21  
Signature of Seller Date  
JRC Family Limited Partnership

\_\_\_\_\_  
Signature of Seller Date

The undersigned purchaser hereby acknowledges receipt of the foregoing notice.

\_\_\_\_\_  
Signature of Purchaser Date

\_\_\_\_\_  
Signature of Purchaser Date



This form was prepared by the Texas Real Estate Commission in accordance with Texas Property Code § 5.008(b) and is to be used in conjunction with a contract for the sale of real property entered into on or after September 1, 2019. Texas Real Estate Commission, P.O. Box 12188, Austin, TX 78711-2188, 512-936-3000 (<http://www.trec.texas.gov>) TREC NO. OP-H

## OWNER'S INFORMATION SHEET

Your Title Insurance Policy is a legal contract between you and Stewart Title Guaranty Company. This policy is not an opinion or report of your title. It is a contract of indemnity, meaning a promise to pay you or to take other action if you have a loss resulting from a covered title risk.

It applies only to an improved one-to-four family residential property or condominium unit. If your land is not either of these, contact us immediately.

Su Poliza de Seguro de Titulo es un contrato legal entre usted y Stewart Title Guaranty Company. Esta poliza no es una opinion o reporte en relacion a su titulo de propiedad. Es un contrato de indemnificacion, esto es, la promesa de reembolsarle o de tomar cualquier otro tipo de accion si usted sufre una perdida como resultado de cualquier riesgo cubierto por la poliza.

Esta forma de poliza ha sido designada para ser utilizada exclusivamente en los casos de propiedades en las cuales hay construidas viviendas para no mas de cuatro familias o en los casos de unidades en condominios. Si su propiedad no es ninguna de las anteriores, por favor, notifiquenos inmediatamente.

We insure you against certain risks to your land title. We list these risks on page 1. The following limit your coverage:

- Exclusions on page 2.
- Exceptions on Schedule B.
- Conditions on pages 2 and 3.

You should keep the policy even if you transfer the title to your land. If you want to make a claim, see section 3 under Conditions on page 2.

You do not owe any more premiums for the Policy.

This sheet is not your insurance Policy. It is only a brief outline of some of the important Policy features. The Policy explains in detail your rights and obligations and our rights and obligations. The Policy – and not this sheet – is the legal document. **YOU SHOULD READ THE POLICY VERY CAREFULLY.**

**THE TOLL-FREE NUMBER OF STEWART TITLE GUARANTY COMPANY IS 1-800-729-1902. YOU MAY CALL THIS NUMBER TO DISCUSS THIS POLICY OR TO MAKE A COMPLAINT. YOU MAY WRITE TO STEWART TITLE GUARANTY COMPANY AT THE ADDRESS IN SECTION 3 UNDER CONDITIONS ON PAGE 3.**

## STEWART TITLE GUARANTY COMPANY

P.O. Box 2029  
Houston, Texas 77252-2029

# A NAME RECOGNIZED NATIONALLY AS BEING SYNONYMOUS WITH QUALITY

INCORPORATED 1908

# POLICY OF TITLE INSURANCE

## STEWART TITLE GUARANTY COMPANY

TEXAS RESIDENTIAL OWNER'S POLICY  
OF TITLE INSURANCE  
ONE-TO-FOUR FAMILY RESIDENCES

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### STEWART TITLE GUARANTY COMPANY

#### OWNER'S COVERAGE STATEMENT

This Policy insures your title to the land described in Schedule A -- if that land is a one-to-four family residential property or condominium unit.

Your insurance, as described in this Coverage Statement, is effective on the Policy Date shown in Schedule A.

This document is title insurance. It is not an opinion or report of your title. It is a contract of indemnity, meaning a promise to pay you or take other action if you have a loss resulting from a covered title risk.

Your insurance under this contract is limited by the following:

- Exclusions on page 2.
- Exceptions in Schedule B
- Conditions on pages 2 and 3

We insure you against actual loss resulting from:

- Any title risks covered by this Policy - up to the Policy Amount, and
- Any costs, attorneys' fees and expenses we have to pay under this Policy. We must approve the attorney before the attorney begins to work. You have the right to disapprove our choice of attorney for reasonable cause.

#### COVERED TITLE RISKS

This Policy covers the following title risks subject to the Exceptions (Schedule B) and Exclusions (p. 2), if they affect your title to the land on the Policy Date. We do not promise that there are no covered risks. We do insure you if there are covered title risks.

1. Someone else owns an interest in your title.
2. A document is invalid because of improper signature, acknowledgment, delivery, or recording.
3. A document is invalid because of forgery, fraud, duress, incompetency, incapacity or impersonation.
4. Restrictive covenants apply to your title.
5. There is a lien on your title because of:
  - a mortgage or deed of trust,
  - a judgment, tax, or special assessment, or
  - charge by a homeowner's or condominium association.
6. There are liens on your title for labor and material which have their inception before the policy date. However, we will not cover liens for labor and material that you agreed to pay for.
7. Others have rights in your title arising out of leases, contracts or options.
8. Someone else has an easement on your land.
9. You do not have good and indefeasible title.
10. There are other defects in your title.
11. There are other liens or encumbrances on your title.

This Policy also covers the following title risk:

You do not have any legal right of access to and from the land.

#### OUR DUTY TO DEFEND AGAINST COURT CASES

We will defend your title in the part or parts of a court case involving a Title Risk covered by this Policy. We will pay the costs, attorneys' fees, and expenses that we incur in that defense. We will not pay for the parts of a case not involving a covered title risk. You may disapprove our choice of attorney for reasonable cause.

We can end this duty to defend your title by exercising any of our options listed in Item 4 of the Conditions, see page 3.

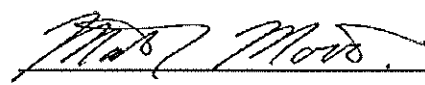
This Policy is not complete without Schedules A and B.

Signed under seal for the company, but this Policy is to be valid only when it bears an authorized countersignature.

Countersigned by:

  
 \_\_\_\_\_  
 Authorized Countersignature

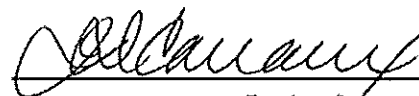
**stewart**<sup>®</sup>  
 title guaranty company

  
 \_\_\_\_\_

Matt Morris  
President and CEO

Burleson County Title Company  
 110 South Echols  
 P.O. Box 56  
 Caldwell, TX 77836  
 Agent ID: 43041A



  
 \_\_\_\_\_

Denise Carraux  
Secretary

File No.: 16513

Page 1 of  
Policy  
Serial No.

O-5968-000245198

**TEXAS RESIDENTIAL OWNER'S POLICY OF TITLE INSURANCE  
ONE-TO-FOUR FAMILY RESIDENCES**

**SCHEDULE A**

**Policy No.:** O-5968-000245198

**File No.:** 16513

**Policy Date:** September 02, 2016 at 4:16 p.m.

**Policy Amount:** \$ [REDACTED]

**Premium:** \$ [REDACTED]

**1. Name of Insured:**

JRC Family Limited Partnership, a Texas limited partnership

**2. We insure your interest in the land covered by this Policy is:**

Fee Simple

**3. Legal Description of land:**

59.997 acres, more or less, out of the John P. Coles 7 1/2 League, Abstract #12, in Burleson County, Texas. Being the same property described as 59.96 acres in Second Tract in deed effective July 29, 2008, executed by Gary Allan Snoe to Mona Faye Snoe, recorded in Volume 805, Page 287 of the Official Public Records of Burleson County, Texas. Said property being more particularly described in Exhibit A, attached hereto.

Being the same property described in deed dated September 2, 2016, from Scott A. Snoe to JRC Family Limited Partnership, a Texas limited partnership, recorded in Volume 1064, Page 458 of the Official Public Records of Burleson County, Texas.

Subject to and the Company does not insure title to, and excepts from the description of the land, coal, lignite, oil, gas and other minerals, together with all rights, privileges, and immunities relating thereto.

**FIELD NOTE DESCRIPTION OF 59.997 ACRES, MORE OR LESS, IN THE JOHN P. COLES 7 1/2 LEAGUE GRANT, ABSTRACT 12, BURLESON COUNTY, TEXAS, BEING ALL OF THAT TRACT CALLED 59.997 ACRES (SECOND TRACT) IN A DEED TO MONA FAYE SNOE RECORDED IN VOLUME 805, PAGE 287, OPRBCT (OFFICIAL PUBLIC RECORDS OF BURLESON COUNTY, TEXAS) AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:**

**BEGINNING** at a calculated point in the north line of FM 1361 (80' ROW), from which a 1/2" iron rod found, for reference, bears N 19°40'20" W a distance of 0.14 feet, at the southwest corner of that called 42.384 acres in a deed to John E. Cooper, recorded in Volume 847, Page 703, OPRBCT, for the most southerly southeast corner of this description, from which a concrete highway monument bears along a curve to the right with a delta of 08°44'16", a radius of 2904.79 feet, an arc length of 442.98 feet and a chord which bears N 80°48'37" E a distance of 442.56 feet;

**THENCE** leaving the Cooper tract and the **POINT OF BEGINNING**, with the north line of FM 1361, along a curve to the left with a delta of 12°39'07", a radius of 2904.79 feet, an arc length of 641.43 feet and a chord which bears S 70°06'55" W a distance of 640.13 feet to a calculated point, from which a 5/8" iron rod found, for reference, bears N 19°47'41" W a distance of 1.13 feet, at the southeast corner of that called 25 acres in a deed to Avaleon Hinton, recorded in Volume 905, Page 56, OPRBCT, for the southwest corner of this description, from which a concrete highway monument bears along a curve to the left with a delta of 01°01'29", a radius of 2904.79 feet, an arc length of 51.95 feet and a chord which bears S 63°16'37" W a distance of 51.95 feet;

**THENCE** leaving FM 1361 with the east line of the Hinton tract, the east line of that called 50 acres in a deed to Juanita Thomas, et al, recorded in Volume 341, Page 667, DRBCT (Deed Records of Burleson County, Texas), and the east line of that called 164.57 acres in a deed to R. T. Kubicek, recorded in Volume 459, Page 601, OPRBCT, N 19°47'41" W a distance of 4015.09 feet to a 1/2" iron rod found in the southwesterly line of a 8378.28 acre tract owned by the Texas General Land Office, Burleson County Appraisal District Parcel No. 28111, for the north corner of this description, passing at 3750.42 feet a 1/2" iron rod found at the northeast corner of the Thomas tract and the southeasterly corner of the Kubicek tract;

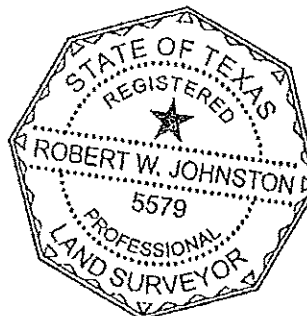
**THENCE** leaving the Kubicek tract and with the southwest line of the Texas General Land Office tract S 47°18'41" E a distance of 2844.56 feet to a 5/8" iron rod found at the northeast corner of Cooper tract, for the most easterly southeast corner of this description;

**THENCE** leaving the Texas General Land Office tract, with the north line of the Cooper tract, S 68°40'49" W a distance of 671.16 feet to a 1/2" iron rod set at the northwest corner of the Cooper tract, for an interior corner of this description, from which a 1/2" iron rod found bears N 19°40'20" W a distance of 5.20 feet;

**THENCE** with the west line of the Cooper tract, S 19°40'20" E a distance of 1473.31 feet to the **POINT OF BEGINNING**. There are 59.997 acres, more or less, described in these field notes.

All iron rods set are capped with a plastic cap stamped "Payne 6064". The bearing basis for this survey was determined from GPS observations and refers to Grid North. This description was prepared by Payne Industries, LLC from an on the ground survey performed on August 1, 2016 and corresponds to a survey plat referenced as job number 1129-002-16.

*Robert W. Johnston*  
Robert W. Johnston RPLS #5579  
Job No. 1129-002-16  
August 16, 2016






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## SCHEDULE B EXCEPTIONS FROM COVERAGE

We do not cover loss, costs, attorney's fees and expenses resulting from:

1. ~~The following restrictive covenants of record itemized below (We must either insert specific recording data or delete this exception):~~  

  - a. Deleted
2. Any discrepancies, conflicts, or shortages in area or boundary lines, or any encroachments or protrusions, or any overlapping of improvements.
3. Homestead or community property or survivorship rights, if any, of any spouse of any insured. (Applies to the Owner's Policy only.)
4. Any titles or rights asserted by anyone, including but not limited to, persons, the public, corporations, governments or other entities,
  - a. to tidelands, or lands comprising the shores or beds of navigable or perennial rivers and streams, lakes, bays, gulfs or oceans, or
  - b. to lands beyond the line of the harbor or bulkhead lines as established or changed by any government, or
  - c. to filled-in lands, or artificial islands, or
  - d. to statutory water rights, including riparian rights, or
  - e. to the area extending from the line of mean low tide to the line of vegetation, or the right of access to that area or easement along and across that area.
5. Standby fees, taxes and assessments by any taxing authority for the year 2016, and subsequent years; and subsequent taxes and assessments by any taxing authority for prior years due to change in land usage or ownership, but not those taxes or assessments for prior years because of an exemption granted to a previous owner of the property under Section 11.13, Texas Tax Code, or because of improvements not assessed for a previous tax year.
6. The following matters and all terms of the documents creating or offering evidence of the matters (We must insert matters or delete this exception.):
  - a. Rights of parties in possession. (Owner Title Policy only)
  - b. Vendor's Lien retained in deed dated September 2, 2016, executed by Scott A. Snoe to JRC Family Limited Partnership, a Texas limited partnership, securing payment of one note of even date therewith in the principal amount of \$330,000.00, payable to Wynon Clark, and said note being additionally secured by deed of trust of even date therewith to Michael H. Gentry, Trustee, said deed of trust recorded in Volume 1064, Page 465 of the Official Public Records of Burleson County, Texas.
  - c. Overhead utility lines as depicted on plat dated Aug. 16, 2016, prepared by Robert W. Johnston, R.P.L.S. No. 5579.
  - d. Estate created in Lease executed by Fred G. Agent, et ux, to Clayton W. Williams, dated Feb. 21, 1980 recorded in Volume 37, Page 253 of the Oil & Gas Lease Records of Burleson County, Texas together with all terms, conditions and stipulations contained therein. Title to said Lease has not been investigated subsequent to the date thereof. This policy does not insure against loss sustained by the owner of the surface of said property through the exercise of the right of ingress and egress and/or any other right incident to the ownership of said mineral estate.

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- e. Estate created in Lease executed by Joe A. Varisco, et ux, to Clayton W. Williams, dated Feb. 22, 1980 recorded in Volume 38, Page 676 of the Oil & Gas Lease Records of Burleson County, Texas together with all terms, conditions and stipulations contained therein. Title to said Lease has not been investigated subsequent to the date thereof. This policy does not insure against loss sustained by the owner of the surface of said property through the exercise of the right of ingress and egress and/or any other right incident to the ownership of said mineral estate.
- f. Estate created in executed by First City Texas-Bryan/College Station, N.A., to Union Pacific Resources Company, dated Sept. 21, 1990 recorded in Volume 173, Page 239 of the Oil & Gas Lease Records of Burleson County, Texas together with all terms, conditions and stipulations contained therein. Title to said Lease has not been investigated subsequent to the date thereof. This policy does not insure against loss sustained by the owner of the surface of said property through the exercise of the right of ingress and egress and/or any other right incident to the ownership of said mineral estate.
- g. Right-of-Way Agreement dated June 10, 1981, executed by Annette Varisco, Independent Executrix of the Estate of Joe Varisco, Deceased, to Ferguson Crossing Pipe Line Company, recorded in Volume 288, Page 412 of the Deed Records of Burleson County, Texas.
- h. An undivided 1/2 mineral interest, the royalties, bonuses, rentals, and all other rights in connection with said mineral rights, bonuses, and rentals, described in instrument from W.M. Hilliard to Fred Agent, et al, dated Nov. 7, 1936, recorded in Volume 79, Page 554, of the Deed Records of Burleson County, Texas, to which instrument reference is here made for all purposes. TITLE to said interest not checked subsequent to date of aforesaid instrument.
- i. An undivided 1/4th mineral interest, the royalties, bonuses, rentals, and all other rights in connection with said mineral rights, bonuses, and rentals, described in instrument from Fred Agent, et ux, to Joe Varisco, dated Oct. 10, 1972, recorded in Volume 204, Page 115, of the Deed Records of Burleson County, Texas, to which instrument reference is here made for all purposes. TITLE to said interest not checked subsequent to date of aforesaid instrument.
- j. An undivided 1/32nd royalty interest, the royalties, bonuses, rentals, and all other rights in connection with said royalty rights, bonuses, and rentals, described in instrument from Fred G. Agent, et ux, to Louise Agent Vertreese, dated March 7, 1980, recorded in Volume 264, Page 309, of the Deed Records of Burleson County, Texas, to which instrument reference is here made for all purposes. TITLE to said interest not checked subsequent to date of aforesaid instrument.
- k. An undivided 1/16th royalty interest, the royalties, bonuses, rentals, and all other rights in connection with said royalty rights, bonuses, and rentals, described in instrument from Fred G. Agent, et ux, to Juanita C. Agent, dated March 7, 1980, recorded in Volume 264, Page 311, of the Deed Records of Burleson County, Texas, to which instrument reference is here made for all purposes. TITLE to said interest not checked subsequent to date of aforesaid instrument.
- l. An undivided 1/32nd royalty interest, the royalties, bonuses, rentals, and all other rights in connection with said royalty rights, bonuses, and rentals, described in instrument from Fred G. Agent, et ux, to Leslie R. Agent, dated March 7, 1980, recorded in Volume 264, Page 313, of the Deed Records of Burleson County, Texas, to which instrument reference is here made for all purposes. TITLE to said interest not checked subsequent to date of aforesaid instrument.
- m. Mineral reservation as set forth in Special Warranty Deed with Vendor's Lien dated Jan. 28, 1991, executed by First City, Texas- Bryan, N.A., to Joseph Richard Orsak, et ux, recorded in Volume 404, Page 835 of the Deed

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Records of Burleson County, Texas, to which instrument reference is here made for all purposes. TITLE to said interest not checked subsequent to date of aforesaid instrument.

- n. Encroachments, easements and power lines, as shown on plat dated July 1989, prepared by S.M. Kling.
- o. Affidavit to the Public, regarding on-site sewage facility, dated Sept. 11, 2012, executed by Mona Snoe, recorded in Volume 873, Page 202 of the Official Public Records of Burleson County, Texas.
- p. Right of Way Easement dated Aug. 3, 2012, executed by Scott Snoe to the City of Bryan, Texas, recorded in Volume 924, Page 137 of the Official Public Records of Burleson County, Texas.
- q. Estate created in Lease executed by Mona F. Snoe to Comstock Oil and Gas, dated July 18, 2014, recorded in Volume 960, Page 710 of the Official Records of Burleson County, Texas together with all terms, conditions and stipulations contained therein. Title to said Lease has not been investigated subsequent to the date thereof. This policy does not insure against loss sustained by the owner of the surface of said property through the exercise of the right of ingress and egress and/or any other right incident to the ownership of said mineral estate.
- r. Any portion of the herein described property that may lie within the boundaries of a public road or alley.
- s. Policy does not guarantee that all sums, as of the date of this policy, for maintenance charges and water service standby charges, have been paid.
- t. The tax certificate furnished by the taxing authorities is issued on real estate only. It does not include minerals and/or personal property, therefore, no liability is assumed herein for the payment of said mineral and/or personal property tax.
- u. The policy does not insure against loss sustained by the owner of the surface of said property through the exercise of the right of ingress and egress and/or any other right incident to the ownership of said mineral estate.
- v. Any visible and apparent roadway or easement over or across the property, the existence of which does not appear of record.
- w. Policy does not insure title to any mobile home that may be located on subject land.
- x. All leases, grants, exceptions or reservations of coal, lignite, oil, gas and other minerals, together with all rights, privileges, and immunities relating thereto, appearing in the Public Records whether listed in Schedule B or not. There may be leases, grants, exceptions or reservations of mineral interest that are not listed.
- y. Terms and provisions of Mineral Deed dated September 2, 2016, from Mona Faye Snoe, dealing in her separate property, to JRC Family Limited Partnership, a Texas limited partnership, recorded in Volume 1064, Page 453 of the Official Public Records of Burleson County, Texas.

## EXCLUSIONS

In addition to the Exceptions in Schedule B, we do not insure you against loss, costs, attorney's fees, and expenses resulting from these Exclusions:

1. We do not cover loss caused by the exercise of governmental police power or the enforcement or violation of any law or government regulation. This includes building and zoning ordinances and laws and regulations concerning:
  - a. Land use
  - b. Improvements on the land
  - c. Land division
  - d. Environmental protectionThis exclusion does not apply to notices of violations or notices of enforcement that appear in the public records at Policy Date. However, there may be an Exception in Schedule B.
2. We do not cover the right to take the land by condemning it, unless:
  - a. a notice of exercise of the right appears in the public records on the Policy Date, or
  - b. the taking happened before the Policy Date and is binding on you if you bought the land without knowing of the taking.
3. We do not cover title risks:
  - a. that are created, allowed, or agreed to by you,
  - b. that are known to you, but not to us on the Policy Date unless they appeared in the public records,
  - c. that result in no loss to you, or
  - d. that first affect your title after the Policy Date -- this does not limit the labor and material lien coverage in Item 6 of the Covered Title Risks.
4. We do not cover the effect of failure to pay value for your title.
5. We do not cover lack of a right:
  - a. to any land outside the area specifically described and referred to in Item 3 of Schedule A,
  - b. in streets, alleys, or waterways that touch your land.This exclusion does not limit the access coverage in the Covered Title Risks.
6. We do not cover any claim based upon allegations that your purchase of title (or acquisition of title by gift or otherwise):
  - a. was a fraudulent conveyance, fraudulent transfer, voidable distribution, or voidable dividend;
  - b. should be subordinated or recharacterized as a result of equitable subordination;
  - c. was a preferential transfer unless
    - (1) the Company or its issuing agent failed to timely file for record the deed to you after delivery or
    - (2) the recordation of the deed to you is not legal record notice.(We do cover the two types of claims described in c.(1) and c.(2) above.)
7. We do not cover the refusal of any person to buy, lease or lend money on your land because of unmarketability of the title.
8. We do not cover claims concerning the physical condition of your land or of the access to your land.

## CONDITIONS

1. **DEFINITIONS**
  - a. **Actual Loss.** This is the difference between the value of your land without the covered title risk and the value of your land with the covered title risk. These values are the respective values at the time you must furnish proof of your loss.
  - b. **Document.** A deed or other conveyance of title to you or a prior owner.
  - c. **Easement.** A portion of your land someone else has the right to use for a special purpose.
  - d. **Government Regulation.** Any federal, state, or local law, constitutional provision, regulation, ordinance, or guideline.
  - e. **Land.** The land or condominium unit described in Schedule A and any improvements on the land that are real property.
  - f. **Knowledge or known.** Actual knowledge, not constructive knowledge or notice that may be imputed to an insured by the public records.
  - g. **Mortgage.** A type of lien on the land such as a deed of trust or other security instrument.
  - h. **Public Records.** Those records required by Texas law and maintained by public officials in the county where the property is located that give legal notice of matters affecting your title.
  - i. **Title.** The ownership interest in the land, as shown in Schedule A.
  - j. **We, us or our.** The title insurance company. This is Stewart Title Guaranty Company.
  - k. **You, your.** The insured.
2. **CONTINUATION OF COVERAGE**

We insure you as long as you:

  - a. own your Title,
  - b. own a mortgage from anyone who buys your Title, or
  - c. are liable for any Title warranties you make.

We insure your transferee or assignee only as follows:

  - a. A person who inherits the original named insured's title on the original named insured's death;
  - b. the original named insured's spouse who receives title in a dissolution of marriage with the original named insured;
  - c. the trustee or successor of a trust established by the original named insured to whom the original named insured transfers title after the date of policy; or
  - d. the beneficiaries of a trust described by Subdivision (c) on the death of the original named insured.
3. **YOUR DUTIES IF YOU MAKE A CLAIM**

You must follow this process to make a claim:

  - a. **You Must Give Us Notice of Your Claim.**

If anyone claims a right against your insured title, you must notify us promptly.  
Send the notice to P.O. Box 2029, Houston, Texas 77252 or call 1-800-729-1902 and ask for a claims attorney. If you initially notify us by phone, we recommend that you also notify us in writing. Please include the Policy number shown in Schedule A, and the county where the land is.

Our obligation to you is reduced or ended if:

    - (1) you fail to give prompt notice, and
    - (2) your failure affects our ability to dispose of or to defend you against the claim.

Our obligation is reduced only to the extent that your failure affects our ability to dispose of or to defend you against the claim.
  - b. **You Must Give Us Proof of Your Loss if We Request It.**

You must send to us, if we request, your signed proof of loss within 91 days of our request on a standard form supplied by us. Within 15 days after we receive your notice of claim, we must request a signed proof of loss. If not, we waive our right to require a proof of loss. This waiver will not waive our other rights under the policy. The statement must have the following information to the best of your knowledge:

    - (1) the Covered Title Risks which resulted in your loss,
    - (2) the dollar amount of your loss, and
    - (3) the method you used to compute the amount of your loss.

## CONDITIONS (continued)

- c. **You Must Provide Papers We Request.**  
We may require you to show us your records, checks, letters, contracts, and other papers that relate to your claim of loss. We may make copies of these papers.  
If you tell us this information is confidential, we will not disclose it to anyone else unless we reasonably believe the disclosure is necessary to administer the claim.
- d. **You Must Answer Questions Under Oath.**  
We may require you to answer questions under oath.
- e. **Effect of Failure to Cooperate.**  
Our obligation to you reduces or ends if you fail or refuse to:
  - (1) (a) provide a statement of loss,  
(b) answer our questions under oath, or  
(c) show us the papers we request, and
  - (2) your failure or refusal affects our ability to dispose of or to defend you against the claim.

### 4. OUR CHOICES WHEN YOU NOTIFY US OF A CLAIM

- a. After we receive your claim notice or in any other way learn of a matter for which we are liable, we can do one or more of the following:
  - (1) Pay the claim against your title.
  - (2) Negotiate a settlement.
  - (3) Prosecute or defend a court case related to the claim.
  - (4) Pay you the amount required by this Policy.
  - (5) Take other action under Section 4b.
  - (6) Cancel this policy by paying the Policy Amount, then in force, and only those costs, attorneys' fees and expenses incurred up to that time that we were obligated to pay.

We can choose which of these to do.

- b. If you report to us that a covered title risk exists, we will promptly investigate to determine if that covered title risk is valid and not barred by law or statute. A covered title risk is a title risk that this Policy does not exclude or except.

If we conclude that your claim, or any part of your claim, is covered by the policy, we will take one or more of the following actions to the extent that it is covered:

- (1) Institute all necessary legal proceedings to clear the title to the property;
- (2) Indemnify you pursuant to the terms of the policy;
- (3) Issue a new title policy without making exception to the covered title risk. If another insurer issues the new title policy to your purchaser, lender or other transferee without making exception to the covered title risk, we will indemnify the other insurer.
- (4) Secure a release of the covered title risk.
- c. If we deny your claim, or any part of your claim, not more than 15 days after we deny the claim, we will:
  - (1) notify you in writing, and
  - (2) give you the reasons for denial of your claim in writing.

### 5. HANDLING A CLAIM OR COURT CASE

You must cooperate with us in handling any claim or court case and give us all relevant information.

We must repay you only for those settlement costs, attorneys' fees and expenses that we approve in advance.

When we defend or sue to clear your title, we have a right to choose the attorney. You have the right to disapprove our choice of attorney for reasonable cause. We can appeal any decision to the highest court. We do not have to pay your claim until your case is finally decided.

We do not agree that the matter is a covered title risk by defending.

### 6. LIMITATIONS OF OUR LIABILITY

Our liability is limited by the following:

- a. We will pay up to your actual loss or the Policy Amount in force when the claim is made -- whichever is less.
- b. If we remove the claim against your title with reasonable diligence or take other action under this policy after receiving notice of it, we will have no further liability for it.
- c. All payments we make under this policy -- except for costs, attorneys' fees and expenses -- will be subtracted from your Policy Amount.
- d. If the Covered Title Risk is an easement, we may pay an insured mortgage holder instead of paying you when a written agreement between you and the mortgage holder allows. If the claim involves another Covered Title Risk, we may pay the mortgage holder instead of paying you. The amount paid to the mortgage holder is considered a payment to you under your policy and will be subtracted from your policy amount.
- e. If you do anything to affect any right of recovery or defense you may have, we can subtract from our liability the amount by which you reduced the value of that right or defense. But we must add back to our liability any amount by which our expenses are reduced as a result of your action.

### 7. TRANSFER OF YOUR RIGHTS

When we settle a claim, we have all the rights you had against any person or property related to the claim. You must transfer these rights to us when we ask, and you must not do anything to affect these rights. You must let us use your name in enforcing these rights.

We will not be liable to you if we do not pursue these rights or if we do not recover any amount that might be recoverable.

With the money we recover from enforcing these rights, we will pay whatever part of your loss we have not paid. We have a right to keep what is left.

### 8. ARBITRATION

If it is permitted under Texas or federal law, you and we may agree to arbitration when you file a claim.

The arbitration may decide any matter in dispute between you and us.

Arbitration is one means of alternative dispute resolution. It may lessen the time and cost of claims settlement. You may wish to consider another form of mediation or use the court system. If you choose arbitration, you may give up some discovery rights and your right to sue.

The arbitration award may:

- a. include attorneys' fees if allowed by state law, and/or
- b. be entered as a judgment in the proper court.

The arbitration shall be under the Title Insurance Arbitration Rules of the American Arbitration Association. You may choose current Rules or Rules in existence on Policy Date.

The law used in the arbitration is the law of the place where the property is located.

You can get a copy of the Rules from us.

### 9. ENTIRE CONTRACT PROVISION

This policy and any endorsements we attach are the entire contract between you and us.

Any claim you make against us must be under this Policy and subject to its terms.

### 10. COMPLAINT NOTICE

Should any dispute arise about your premium or about a claim that you have filed, contact the agent or write to us. OUR TOLL-FREE NUMBER IS 1-800-729-1902. If we do not resolve the problem, you also may write the Texas Department of Insurance, P.O. Box 149104, Austin, TX 78714-9104, Fax No. (512) 490-1007. THE TOLL-FREE NUMBER FOR THE TEXAS DEPARTMENT OF INSURANCE IS 1-800-252-3439.

This notice of complaint procedure is for information only. It does not become a part or condition of this policy.

# STEWART TITLE GUARANTY COMPANY

## 1. IMPORTANT NOTICE

To obtain information or make a complaint:

2. You may contact your title insurance agent at (979) 567-3122.
3. You may call Stewart Title Guaranty Company's toll-free number for information or to make a complaint at:

**(800) 729-1902**

4. You may also write to Stewart Title Guaranty Company at P.O. Box 2029, Houston, TX 77252-2029
5. You may contact the Texas Department of Insurance to obtain information on companies, coverage's, rights or complaints at:

**(800) 252-3439**

6. You may write the Texas Department of Insurance:

**P.O. Box 149104**  
**Austin, TX 78714-9104**  
**Fax: (512) 490-1007**  
**Web: [www.tdi.texas.gov](http://www.tdi.texas.gov)**  
**E-mail: [Consumerprotection@tdi.texas.gov](mailto:Consumerprotection@tdi.texas.gov)**

## 7. PREMIUM OR CLAIM DISPUTES:

Should you have a dispute concerning your premium or about a claim, you should contact the (agent) (company) (agent or the company) first. If the dispute is not resolved, you may contact the Texas Department of Insurance.

## 8. ATTACH THIS NOTICE TO YOUR POLICY:

This notice is for information only and does not become a part or condition of the attached document.

## 1. AVISO IMPORTANTE

Para obtener informacion o para presentar una queja:

2. Usted puede comunicarse con su agente al: (979) 567-3122.
3. Usted puede llamar al numero de telefono gratuito de Stewart Title Guaranty Company's para obtener informacion o para presentar una queja al:

**1-800-729-1902**

4. Usted tambien puede escribir a Stewart Title Guaranty Company, P.O. Box 2029, Houston, TX 77252-2029
5. Usted puede comunicarse con el Departamento de Seguros de Texas para obtener informacion sobre companias, coberturas, derechos, o quejas al:

**(800) 252-3439**

6. Usted puede escribir al Departamento de Seguros de Texas a:

**P.O. Box 149104**  
**Austin, TX 78714-9104**  
**Fax: (512) 490-1007**  
**Web: [www.tdi.texas.gov](http://www.tdi.texas.gov)**  
**E-mail: [Consumerprotection@tdi.texas.gov](mailto:Consumerprotection@tdi.texas.gov)**

## 7. DISPUTAS POR PRIMAS DE SEGUROS O RECLAMACIONES:

Si tiene una disputa relacionada con su prima de seguro o con una reclamacion usted debe comunicarse con (el agente) (la compania) (el agente o la compania) primero. Si la disputa no es resuelta, usted puede comunicarse con el Departamento de Seguros de Texas (TDI).

## 8. ADJUNTE ESTE AVISO A SU POLIZA:

Este aviso es solamente para proposito informativos y no se convierte en parte o en condicion del documento adjunto.



- 1. PARTIES: The parties to this contract are JRC Family Limited Partnership (Seller) and (Buyer). Seller agrees to sell and convey to Buyer and Buyer agrees to buy from Seller the Property defined below.
2. PROPERTY: The land, improvements, accessories and crops except for the exclusions and reservations, are collectively referred to as the Property (Property).
A. LAND: The land situated in the County of Burleson, Texas, described as follows:
or as described on attached exhibit, also known as 10231 FN 1361, Somerville, TX 77879 (address/zip code), together with all rights, privileges, and appurtenances pertaining thereto, including but not limited to: water rights, claims, permits, strips and gores, easements, and cooperative or association memberships.
B. IMPROVEMENTS:
(1) FARM AND RANCH IMPROVEMENTS: The following permanently installed and built-in items, if any: windmills, tanks, barns, pens, fences, gates, sheds, outbuildings, and corrals.
(2) RESIDENTIAL IMPROVEMENTS: The house, garage, and all other fixtures and improvements attached to the above-described real property, including without limitation, the following permanently installed and built-in items, if any: all equipment and appliances, valances, screens, shutters, awnings, wall-to-wall carpeting, mirrors, ceiling fans, attic fans, mail boxes, television antennas, mounts and brackets for televisions and speakers, heating and air-conditioning units, security and fire detection equipment, wiring, plumbing and lighting fixtures, chandeliers, water softener system, kitchen equipment, garage door openers, cleaning equipment, shrubbery, landscaping, outdoor cooking equipment, and all other property attached to the above described real property.
C. ACCESSORIES:
(1) FARM AND RANCH ACCESSORIES: The following described related accessories: (check boxes of conveyed accessories) [X] portable buildings [ ] hunting blinds [ ] game feeders [ ] livestock feeders and troughs [ ] irrigation equipment [ ] fuel tanks [X] submersible pumps [X] pressure tanks [X] corrals [X] gates [X] chutes [X] other: All appliances in home convey to buyer
(2) RESIDENTIAL ACCESSORIES: The following described related accessories, if any: window air conditioning units, stove, fireplace screens, curtains and rods, blinds, window shades, draperies and rods, door keys, mailbox keys, above ground pool, swimming pool equipment and maintenance accessories, artificial fireplace logs, security systems that are not fixtures, and controls for: (i) garage doors, (ii) entry gates, and (iii) other improvements and accessories. "Controls" includes Seller's transferable rights to the (i) software and applications used to access and control improvements or accessories, and (ii) hardware used solely to control improvements or accessories.
D. CROPS: Unless otherwise agreed in writing, Seller has the right to harvest all growing crops until delivery of possession of the Property.
E. EXCLUSIONS: The following improvements, accessories, and crops will be retained by Seller and must be removed prior to delivery of possession: None
F. RESERVATIONS: Any reservation for oil, gas, or other minerals, water, timber, or other interests is made in accordance with an attached addendum.
3. SALES PRICE:
A. Cash portion of Sales Price payable by Buyer at closing \$
B. Sum of all financing described in the attached: [ ] Third Party Financing Addendum, [ ] Loan Assumption Addendum, [ ] Seller Financing Addendum. \$
C. Sales Price (Sum of A and B) \$
D. The Sales Price [ ] will [X] will not be adjusted based on the survey required by Paragraph 6C. If the Sales Price is adjusted, the Sales Price will be calculated on the basis of \$ N/A per acre. If the Sales Price is adjusted by more than 10%, either party may terminate this contract by providing written notice to the other party within N/A days after the terminating party receives the survey. If neither party terminates this contract or if the variance is 10% or less, the adjustment will be made to the amount in [ ] 3A [ ] 3B [ ] proportionately to 3A and 3B.
4. LEASES Except as disclosed in this contract, Seller is not aware of any leases affecting the Property. After the Effective Date, Seller may not, without Buyer's written consent, create a new lease, amend any existing lease, or convey any interest in the Property. (Check all applicable boxes)
[X] A. RESIDENTIAL LEASES: The Property is subject to one or more residential leases and the Addendum Regarding Residential Leases is attached to this contract.
[ ] B. FIXTURE LEASES: Fixtures on the Property are subject to one or more fixture leases (for example, solar panels, propane tanks, water softener, security system) and the Addendum Regarding Fixture Leases is attached to this contract.
[ ] C. NATURAL RESOURCE LEASES: "Natural Resource Lease" means an existing oil and gas, mineral, water, wind, or other natural resource lease affecting the Property to which Seller is a party.

Initialed for identification by Buyer and Seller

TREC NO. 25-13

- (1) Seller has delivered to Buyer a copy of all the Natural Resource Leases.
- (2) Seller has not delivered to Buyer a copy of all the Natural Resource Leases. Seller shall provide to Buyer a copy of all the Natural Resource Leases within 3 days after the Effective Date. Buyer may terminate the contract within \_\_\_\_\_ days after the date the Buyer receives all the Natural Resource Leases and the earnest money shall be refunded to Buyer.

**5. EARNEST MONEY AND TERMINATION OPTION:**

- A. DELIVERY OF EARNEST MONEY AND OPTION FEE: Within 3 days after the Effective Date, Buyer must deliver to Burleson County Title Company, as escrow agent, at 101 South Echols, Caldwell, Texas 77836 (address): \$ \_\_\_\_\_ as earnest money and \$ \_\_\_\_\_ as the Option Fee. The earnest money and Option Fee shall be made payable to escrow agent and may be paid separately or combined in a single payment.
  - (1) Buyer shall deliver additional earnest money of \$N/A to escrow agent within N/A days after the Effective Date of this contract.
  - (2) If the last day to deliver the earnest money, Option Fee, or the additional earnest money falls on a Saturday, Sunday, or legal holiday, the time to deliver the earnest money, Option Fee, or the additional earnest money, as applicable, is extended until the end of the next day that is not a Saturday, Sunday, or legal holiday.
  - (3) The amount(s) escrow agent receives under this paragraph shall be applied first to the Option Fee, then to the earnest money, and then to the additional earnest money.
  - (4) Buyer authorizes escrow agent to release and deliver the Option Fee to Seller at any time without further notice to or consent from Buyer, and releases escrow agent from liability for delivery of the Option Fee to Seller. The Option Fee will be credited to the Sales Price at closing.
- B. TERMINATION OPTION: For nominal consideration, the receipt of which Seller acknowledges, and Buyer's agreement to pay the Option Fee within the time required, Seller grants Buyer the unrestricted right to terminate this contract by giving notice of termination to Seller within N/A days after the Effective Date of this contract (Option Period). Notices under this paragraph must be given by 5:00 p.m. (local time where the Property is located) by the date specified. If Buyer gives notice of termination within the time prescribed: (i) the Option Fee will not be refunded and escrow agent shall release any Option Fee remaining with escrow agent to Seller; and (ii) any earnest money will be refunded to Buyer.
- C. FAILURE TO TIMELY DELIVER EARNEST MONEY: If Buyer fails to deliver the earnest money within the time required, Seller may terminate this contract or exercise Seller's remedies under Paragraph 15, or both, by providing notice to Buyer before Buyer delivers the earnest money.
- D. FAILURE TO TIMELY DELIVER OPTION FEE: If no dollar amount is stated as the Option Fee or if Buyer fails to deliver the Option Fee within the time required, Buyer shall not have the unrestricted right to terminate this contract under this Paragraph 5.
- E. TIME: **Time is of the essence for this paragraph and strict compliance with the time for performance is required.**

**6. TITLE POLICY AND SURVEY:**

- A. TITLE POLICY: Seller shall furnish to Buyer at  Seller's  Buyer's expense an owner policy of title insurance (Title Policy) issued by: Burleson County Title Company (Title Company) in the amount of the Sales Price, dated at or after closing, insuring Buyer against loss under the provisions of the Title Policy, subject to the promulgated exclusions (including existing building and zoning ordinances) and the following exceptions:
  - (1) The standard printed exception for standby fees, taxes and assessments.
  - (2) Liens created as part of the financing described in Paragraph 3.
  - (3) Reservations or exceptions otherwise permitted by this contract or as may be approved by Buyer in writing.
  - (4) The standard printed exception as to marital rights.
  - (5) The standard printed exception as to waters, tidelands, beaches, streams, and related matters.
  - (6) The standard printed exception as to discrepancies, conflicts, shortages in area or boundary lines, encroachments or protrusions, or overlapping improvements:
    - (i) will not be amended or deleted from the title policy; or
    - (ii) will be amended to read, "shortages in area" at the expense of  Buyer  Seller.
  - (7) The exception or exclusion regarding minerals approved by the Texas Department of Insurance.
- B. COMMITMENT: Within 20 days after the Title Company receives a copy of this contract, Seller shall furnish to Buyer a commitment for title insurance (Commitment) and, at Buyer's expense, legible copies of restrictive covenants and documents evidencing exceptions in the Commitment (Exception Documents) other than the standard printed exceptions. Seller authorizes the Title Company to deliver the Commitment and Exception Documents to Buyer at Buyer's address shown in Paragraph 21. If the Commitment and Exception Documents are not delivered to Buyer within the specified time, the time for delivery will be automatically extended up to 15 days or 3 days before the Closing Date, whichever is earlier. If the Commitment and Exception Documents are not delivered within the time required, Buyer may terminate this contract and the earnest money will be refunded to Buyer.



C. SURVEY: The survey must be made by a registered professional land surveyor acceptable to the Title Company and Buyer's lender(s). (Check one box only):

- (1) Within 3 days after the Effective Date of this contract, Seller shall furnish to Buyer and Title Company Seller's existing survey of the Property and a Residential Real Property Affidavit promulgated by the Texas Department of Insurance (T-47 Affidavit). **If Seller fails to furnish the existing survey or affidavit within the time prescribed, Buyer shall obtain a new survey at Seller's expense no later than 3 days prior to Closing Date.** The existing survey  will  will not be recertified to a date subsequent to the Effective Date of this contract at the expense of  Buyer  Seller. If the existing survey is not approved by the Title Company or Buyer's lender(s), a new survey will be obtained at the expense of  Buyer  Seller no later than 3 days prior to Closing Date.
- (2) Within \_\_\_\_\_ days after the Effective Date of this contract, Buyer shall obtain a new survey at Buyer's expense. Buyer is deemed to receive the survey on the date of actual receipt or the date specified in this paragraph, whichever is earlier.
- (3) Within \_\_\_\_\_ days after the Effective Date of this contract, Seller, at Seller's expense shall furnish a new survey to Buyer.
- (4) No survey is required.

D. OBJECTIONS: Buyer may object in writing to (i) defects, exceptions, or encumbrances to title disclosed on the survey other than items 6A(1) through (5) above; or disclosed in the Commitment other than items 6A(1) through (7) above; (ii) any portion of the Property lying in a special flood hazard area (Zone V or A) as shown on the current Federal Emergency Management Agency map; or (iii) any exceptions which prohibit the following use or activity: \_\_\_\_\_

Buyer must object the earlier of (i) the Closing Date or (ii) \_\_\_\_\_ days after Buyer receives the Commitment, Exception Documents, and the survey. Buyer's failure to object within the time allowed will constitute a waiver of Buyer's right to object; except that the requirements in Schedule C of the Commitment are not waived by Buyer. Provided Seller is not obligated to incur any expense, Seller shall cure any timely objections of Buyer or any third party lender within 15 days after Seller receives the objections (Cure Period) and the Closing Date will be extended as necessary. If objections are not cured within the Cure Period, Buyer may, by delivering notice to Seller within 5 days after the end of the Cure Period: (i) terminate this contract and the earnest money will be refunded to Buyer; or (ii) waive the objections. If Buyer does not terminate within the time required, Buyer shall be deemed to have waived the objections. If the Commitment or Survey is revised or any new Exception Document(s) is delivered, Buyer may object to any new matter revealed in the revised Commitment or Survey or new Exception Document(s) within the same time stated in this paragraph to make objections beginning when the revised Commitment, Survey, or Exception Document(s) is delivered to Buyer.

E. EXCEPTION DOCUMENTS: Prior to the execution of the contract, Seller has provided Buyer with copies of the Exception Documents listed below or on the attached exhibit. Matters reflected in the Exception Documents listed below or on the attached exhibit will be permitted exceptions in the Title Policy and will not be a basis for objection to title:

<u>Document</u>	<u>Date</u>	<u>Recording Reference</u>
<u>See Exhibit B of Title Policy</u>	_____	_____
_____	_____	_____

F. SURFACE LEASES: Prior to the execution of the contract, Seller has provided Buyer with copies of written leases and given notice of oral leases (Leases) listed below or on the attached exhibit. The following Leases will be permitted exceptions in the Title Policy and will not be a basis for objection to title: \_\_\_\_\_

G. TITLE NOTICES:

- (1) ABSTRACT OR TITLE POLICY: Broker advises Buyer to have an abstract of title covering the Property examined by an attorney of Buyer's selection, or Buyer should be furnished with or obtain a Title Policy. If a Title Policy is furnished, the Commitment should be promptly reviewed by an attorney of Buyer's choice due to the time limitations on Buyer's right to object.
- (2) STATUTORY TAX DISTRICTS: If the Property is situated in a utility or other statutorily created district providing water, sewer, drainage, or flood control facilities and services, Chapter 49, Texas Water Code, requires Seller to deliver and Buyer to sign the statutory notice relating to the tax rate, bonded indebtedness, or standby fee of the district prior to final execution of this contract.
- (3) TIDE WATERS: If the Property abuts the tidally influenced waters of the state, §33.135, Texas Natural Resources Code, requires a notice regarding coastal area property to be included in the contract. An addendum containing the notice promulgated by TREC or required by the parties must be used.
- (4) ANNEXATION: If the Property is located outside the limits of a municipality, Seller notifies Buyer under §5.011, Texas Property Code, that the Property may now or later be included in

(Address of Property)

- the extraterritorial jurisdiction of a municipality and may now or later be subject to annexation by the municipality. Each municipality maintains a map that depicts its boundaries and extraterritorial jurisdiction. To determine if the Property is located within a municipality's extraterritorial jurisdiction or is likely to be located within a municipality's extraterritorial jurisdiction, contact all municipalities located in the general proximity of the Property for further information.
- (5) **PROPERTY LOCATED IN A CERTIFICATED SERVICE AREA OF A UTILITY SERVICE PROVIDER:** Notice required by §13.257, Water Code: The real property, described in Paragraph 2, that you are about to purchase may be located in a certificated water or sewer service area, which is authorized by law to provide water or sewer service to the properties in the certificated area. If your property is located in a certificated area there may be special costs or charges that you will be required to pay before you can receive water or sewer service. There may be a period required to construct lines or other facilities necessary to provide water or sewer service to your property. You are advised to determine if the property is in a certificated area and contact the utility service provider to determine the cost that you will be required to pay and the period, if any, that is required to provide water or sewer service to your property. The undersigned Buyer hereby acknowledges receipt of the foregoing notice at or before the execution of a binding contract for the purchase of the real property described in Paragraph 2 or at closing of purchase of the real property.
- (6) **PUBLIC IMPROVEMENT DISTRICTS:** If the Property is in a public improvement district, §5.014, Property Code, requires Seller to notify Buyer as follows: As a purchaser of this parcel of real property you are obligated to pay an assessment to a municipality or county for an improvement project undertaken by a public improvement district under Chapter 372, Local Government Code. The assessment may be due annually or in periodic installments. More information concerning the amount of the assessment and the due dates of that assessment may be obtained from the municipality or county levying the assessment. The amount of the assessments is subject to change. Your failure to pay the assessments could result in a lien on and the foreclosure of your property.
- (7) **TEXAS AGRICULTURAL DEVELOPMENT DISTRICT:** The Property  is  is not located in a Texas Agricultural Development District. For additional information contact the Texas Department of Agriculture.
- (8) **TRANSFER FEES:** If the Property is subject to a private transfer fee obligation, §5.205, Property Code, requires Seller to notify Buyer as follows: The private transfer fee obligation may be governed by Chapter 5, Subchapter G of the Texas Property Code.
- (9) **PROPANE GAS SYSTEM SERVICE AREA:** If the Property is located in a propane gas system service area owned by a distribution system retailer, Seller must give Buyer written notice as required by §141.010, Texas Utilities Code. An addendum containing the notice approved by TREC or required by the parties should be used.
- (10) **NOTICE OF WATER LEVEL FLUCTUATIONS:** If the Property adjoins an impoundment of water, including a reservoir or lake, constructed and maintained under Chapter 11, Water Code, that has a storage capacity of at least 5,000 acre-feet at the impoundment's normal operating level, Seller hereby notifies Buyer: "The water level of the impoundment of water adjoining the Property fluctuates for various reasons, including as a result of: (1) an entity lawfully exercising its right to use the water stored in the impoundment; or (2) drought or flood conditions."

**7. PROPERTY CONDITION:**

- A. **ACCESS, INSPECTIONS AND UTILITIES:** Seller shall permit Buyer and Buyer's agents access to the Property at reasonable times. Buyer may have the Property inspected by inspectors selected by Buyer and licensed by TREC or otherwise permitted by law to make inspections. Any hydrostatic testing must be separately authorized by Seller in writing. Seller at Seller's expense shall immediately cause existing utilities to be turned on and shall keep the utilities on during the time this contract is in effect.

**NOTICE:** Buyer should determine the availability of utilities to the Property suitable to satisfy Buyer's needs.

- B. **SELLER'S DISCLOSURE NOTICE PURSUANT TO §5.008, TEXAS PROPERTY CODE (Notice):**

(Check one box only)

- (1) Buyer has received the Notice
- (2) Buyer has not received the Notice. Within \_\_\_\_\_ days after the Effective Date of this contract, Seller shall deliver the Notice to Buyer. If Buyer does not receive the Notice, Buyer may terminate this contract at any time prior to the closing and the earnest money will be refunded to Buyer. If Seller delivers the Notice, Buyer may terminate this contract for any reason within 7 days after Buyer receives the Notice or prior to the closing, whichever first occurs, and the earnest money will be refunded to Buyer.
- (3) The Texas Property Code does not require this Seller to furnish the Notice.

- C. **SELLER'S DISCLOSURE OF LEAD-BASED PAINT AND LEAD-BASED PAINT HAZARDS** is required by Federal law for a residential dwelling constructed prior to 1978.

- D. **ACCEPTANCE OF PROPERTY CONDITION:** "As Is" means the present condition of the Property with any and all defects and without warranty except for the warranties of title and the warranties in this contract. Buyer's agreement to accept the Property As Is under Paragraph 7D (1) or (2) does not preclude Buyer from inspecting the Property under Paragraph 7A, from negotiating repairs or treatments in a subsequent amendment, or from terminating this contract during the Option Period, if any.

(Check one box only)

- (1) Buyer accepts the Property As Is.
- (2) Buyer accepts the Property As Is provided Seller, at Seller's expense, shall complete the following specific repairs and treatments: N/A  
(Do not insert general phrases, such as "subject to inspections," that do not identify specific repairs and treatments.)

(Address of Property)

- E. **COMPLETION OF REPAIRS:** Unless otherwise agreed in writing: (i) Seller shall complete all agreed repairs and treatments prior to the Closing Date; and (ii) all required permits must be obtained, and repairs and treatments must be performed by persons who are licensed to provide such repairs or treatments or, if no license is required by law, are commercially engaged in the trade of providing such repairs or treatments. At Buyer's election, any transferable warranties received by Seller with respect to the repairs will be transferred to Buyer at Buyer's expense. If Seller fails to complete any agreed repairs prior to the Closing Date, Buyer may exercise remedies under Paragraph 15 or extend the Closing Date up to 5 days if necessary for Seller to complete repairs.
- F. **LENDER REQUIRED REPAIRS AND TREATMENTS:** Unless otherwise agreed in writing, neither party is obligated to pay for lender required repairs, which includes treatment for wood destroying insects. If the parties do not agree to pay for the lender required repairs or treatments, this contract will terminate and the earnest money will be refunded to Buyer. If the cost of lender required repairs and treatments exceeds 5% of the Sales Price, Buyer may terminate this contract and the earnest money will be refunded to Buyer.
- G. **ENVIRONMENTAL MATTERS:** Buyer is advised that the presence of wetlands, toxic substances, including asbestos and wastes or other environmental hazards, or the presence of a threatened or endangered species or its habitat may affect Buyer's intended use of the Property. If Buyer is concerned about these matters, an addendum promulgated by TREC or required by the parties should be used.
- H. **SELLER'S DISCLOSURES:** Except as otherwise disclosed in this contract, Seller has no knowledge of the following:
- (1) any flooding of the Property which has had a material adverse effect on the use of the Property;
  - (2) any pending or threatened litigation, condemnation, or special assessment affecting the Property;
  - (3) any environmental hazards that materially and adversely affect the Property;
  - (4) any dumpsite, landfill, or underground tanks or containers now or previously located on the Property;
  - (5) any wetlands, as defined by federal or state law or regulation, affecting the Property; or
  - (6) any threatened or endangered species or their habitat affecting the Property.
- I. **RESIDENTIAL SERVICE CONTRACTS:** Buyer may purchase a residential service contract from a residential service company licensed by TREC. If Buyer purchases a residential service contract, Seller shall reimburse Buyer at closing for the cost of the residential service contract in an amount not exceeding \$ 0. Buyer should review any residential service contract for the scope of coverage, exclusions and limitations. **The purchase of a residential service contract is optional. Similar coverage may be purchased from various companies authorized to do business in Texas.**
- J. **GOVERNMENT PROGRAMS:** The Property is subject to the government programs listed below or on the attached exhibit: N/A

Seller shall provide Buyer with copies of all governmental program agreements. Any allocation or proration of payment under governmental programs is made by separate agreement between the parties which will survive closing.

## 8. BROKERS AND SALES AGENTS:

- A. **BROKER OR SALES AGENT DISCLOSURE:** Texas law requires a real estate broker or sales agent who is a party to a transaction or acting on behalf of a spouse, parent, child, business entity in which the broker or sales agent owns more than 10%, or a trust for which the broker or sales agent acts as a trustee or of which the broker or sales agent or the broker or sales agent's spouse, parent or child is a beneficiary, to notify the other party in writing before entering into a contract of sale. Disclose if applicable: John R. Clark is a TREC Licensed Broker
- B. **BROKERS' FEES:** All obligations of the parties for payment of brokers' fees are contained in separate written agreements.

## 9. CLOSING:

- A. The closing of the sale will be on or before July 1, 2021, or within 7 days after objections made under Paragraph 6D have been cured or waived, whichever date is later (Closing Date). If either party fails to close the sale by the Closing Date, the non-defaulting party may exercise the remedies contained in Paragraph 15.
- B. At closing:
- (1) Seller shall execute and deliver a general warranty deed conveying title to the Property to Buyer and showing no additional exceptions to those permitted in Paragraph 6, an assignment of Leases, and furnish tax statements or certificates showing no delinquent taxes on the Property.
  - (2) Buyer shall pay the Sales Price in good funds acceptable to the escrow agent.
  - (3) Seller and Buyer shall execute and deliver any notices, statements, certificates, affidavits, releases, loan documents and other documents reasonably required for the closing of the sale and the issuance of the Title Policy.
  - (4) There will be no liens, assessments, or security interests against the Property which will not be satisfied out of the sales proceeds unless securing the payment of any loans assumed by Buyer and assumed loans will not be in default.

## 10. POSSESSION:

- A. **BUYER'S POSSESSION:** Seller shall deliver to Buyer possession of the Property in its present or required condition, ordinary wear and tear excepted:  upon closing and funding  according to a temporary residential lease form promulgated by TREC or other written lease required by the parties. Any possession by Buyer prior to closing or by Seller after closing which is not authorized by a written lease will establish a tenancy at sufferance relationship between the parties. **Consult your insurance agent prior to change of ownership and possession because insurance coverage may be limited or terminated. The absence of a written lease or appropriate insurance coverage may expose the parties to economic loss.**

B. SMART DEVICES: "Smart Device" means a device that connects to the internet to enable remote use, monitoring, and management of: (i) the Property; (ii) items identified in any Non-Realty Items Addendum; or (iii) items in a Fixture Lease assigned to Buyer. At the time Seller delivers possession of the Property to Buyer, Seller shall:

- (1) deliver to Buyer written information containing all access codes, usernames, passwords, and applications Buyer will need to access, operate, manage, and control the Smart Devices; and
- (2) terminate and remove all access and connections to the improvements and accessories from any of Seller's personal devices including but not limited to phones and computers.

**11. SPECIAL PROVISIONS:** (Insert only factual statements and business details applicable to the sale. TREC rules prohibit license holders from adding factual statements or business details for which a contract addendum or other form has been promulgated by TREC for mandatory use.)

**Seller to Pay Listing Broker 3% of auction price for a total of**

**6% Buyer's Premium will be split accordingly:**

**3% to Buyer's Broker for a total of**

**3% to SWICO Auctions for a total of**

**12. SETTLEMENT AND OTHER EXPENSES:**

A. The following expenses must be paid at or prior to closing:

(1) Expenses payable by Seller (Seller's Expenses):

- (a) Releases of existing liens, including prepayment penalties and recording fees; release of Seller's loan liability; tax statements or certificates; preparation of deed; one-half of escrow fee; and other expenses payable by Seller under this contract.
- (b) Seller shall also pay an amount not to exceed \$ \_\_\_\_\_ to be applied in the following order: Buyer's Expenses which Buyer is prohibited from paying by FHA, VA, Texas Veterans Land Board or other governmental loan programs, and then to other Buyer's Expenses as allowed by the lender.

(2) Expenses payable by Buyer (Buyer's Expenses) Appraisal fees; loan application fees; origination charges; credit reports; preparation of loan documents; interest on the notes from date of disbursement to one month prior to dates of first monthly payments; recording fees; copies of easements and restrictions; loan title policy with endorsements required by lender; loan-related inspection fees; photos; amortization schedules; one-half of escrow fee; all prepaid items, including required premiums for flood and hazard insurance, reserve deposits for insurance, ad valorem taxes and special governmental assessments; final compliance inspection; courier fee; repair inspection; underwriting fee; wire transfer fee; expenses incident to any loan; Private Mortgage Insurance Premium (PMI), VA Loan Funding Fee, or FHA Mortgage Insurance Premium (MIP) as required by the lender; and other expenses payable by Buyer under this contract.

B. If any expense exceeds an amount expressly stated in this contract for such expense to be paid by a party, that party may terminate this contract unless the other party agrees to pay such excess. Buyer may not pay charges and fees expressly prohibited by FHA, VA, Texas Veterans Land Board or other governmental loan program regulations.

**13. PRORATIONS AND ROLLBACK TAXES:**

A. PRORATIONS: Taxes for the current year, interest, maintenance fees, assessments, dues and rents will be prorated through the Closing Date. The tax proration may be calculated taking into consideration any change in exemptions that will affect the current year's taxes. If taxes for the current year vary from the amount prorated at closing, the parties shall adjust the prorations when tax statements for the current year are available. If taxes are not paid at or prior to closing, Buyer shall pay taxes for the current year. Rentals which are unknown at time of closing will be prorated between Buyer and Seller when they become known.

B. ROLLBACK TAXES: If this sale or Buyer's use of the Property after closing results in the assessment of additional taxes, penalties or interest (Assessments) for periods prior to closing, the Assessments will be the obligation of Buyer. If Assessments are imposed because of Seller's use or change in use of the Property prior to closing, the Assessments will be the obligation of Seller. Obligations imposed by this paragraph will survive closing.

**14. CASUALTY LOSS:** If any part of the Property is damaged or destroyed by fire or other casualty after the Effective Date of this contract, Seller shall restore the Property to its previous condition as soon as reasonably possible, but in any event by the Closing Date. If Seller fails to do so due to factors beyond Seller's control, Buyer may (a) terminate this contract and the earnest money will be refunded to Buyer, (b) extend the time for performance up to 15 days and the Closing Date will be extended as necessary or (c) accept the Property in its damaged condition with an assignment of insurance proceeds, if permitted by Seller's insurance carrier, and receive credit from Seller at closing in the amount of the deductible under the insurance policy. Seller's obligations under this paragraph are independent of any other obligations of Seller under this contract.

- 15. DEFAULT:** If Buyer fails to comply with this contract, Buyer will be in default, and Seller may (a) enforce specific performance, seek such other relief as may be provided by law, or both, or (b) terminate this contract and receive the earnest money as liquidated damages, thereby releasing both parties from this contract. If Seller fails to comply with this contract for any other reason, Seller will be in default and Buyer may (a) enforce specific performance, seek such other relief as may be provided by law, or both, or (b) terminate this contract and receive the earnest money, thereby releasing both parties from this contract.
- 16. MEDIATION:** It is the policy of the State of Texas to encourage resolution of disputes through alternative dispute resolution procedures such as mediation. Any dispute between Seller and Buyer related to this contract which is not resolved through informal discussion will be submitted to a mutually acceptable mediation service or provider. The parties to the mediation shall bear the mediation costs equally. This paragraph does not preclude a party from seeking equitable relief from a court of competent jurisdiction.
- 17. ATTORNEY'S FEES:** A Buyer, Seller, Listing Broker, Other Broker, or escrow agent who prevails in any legal proceeding related to this contract is entitled to recover reasonable attorney's fees and all costs of such proceeding.
- 18. ESCROW:**
- A. **ESCROW:** The escrow agent is not (i) a party to this contract and does not have liability for the performance or nonperformance of any party to this contract, (ii) liable for interest on the earnest money and (iii) liable for the loss of any earnest money caused by the failure of any financial institution in which the earnest money has been deposited unless the financial institution is acting as escrow agent. Escrow agent may require any disbursement made in connection with this contract to be conditioned on escrow agent's collection of good funds acceptable to escrow agent.
  - B. **EXPENSES:** At closing, the earnest money must be applied first to any cash down payment, then to Buyer's Expenses and any excess refunded to Buyer. If no closing occurs, escrow agent may: (i) require a written release of liability of the escrow agent from all parties; and (ii) require payment of unpaid expenses incurred on behalf of a party. Escrow agent may deduct authorized expenses from the earnest money payable to a party. "Authorized expenses" means expenses incurred by escrow agent on behalf of the party entitled to the earnest money that were authorized by this contract or that party.
  - C. **DEMAND:** Upon termination of this contract, either party or the escrow agent may send a release of earnest money to each party and the parties shall execute counterparts of the release and deliver same to the escrow agent. If either party fails to execute the release, either party may make a written demand to the escrow agent for the earnest money. If only one party makes written demand for the earnest money, escrow agent shall promptly provide a copy of the demand to the other party. If escrow agent does not receive written objection to the demand from the other party. If escrow agent does not receive written objection to the demand from the other party within 15 days, escrow agent may disburse the earnest money to the party making demand reduced by the amount of unpaid expenses incurred on behalf of the party receiving the earnest money and escrow agent may pay the same to the creditors. If escrow agent complies with the provisions of this paragraph, each party hereby releases escrow agent from all adverse claims related to the disbursal of the earnest money.
  - D. **DAMAGES:** Any party who wrongfully fails or refuses to sign a release acceptable to the escrow agent within 7 days of receipt of the request will be liable to the other party for (i) damages; (ii) the earnest money; (iii) reasonable attorney's fees; and (iv) all costs of suit.
  - E. **NOTICES:** Escrow agent's notices will be effective when sent in compliance with Paragraph 21. Notice of objection to the demand will be deemed effective upon receipt by escrow agent.
- 19. REPRESENTATIONS:** All covenants, representations and warranties in this contract survive closing. If any representation of Seller in this contract is untrue on the Closing Date, Seller will be in default. Unless expressly prohibited by written agreement, Seller may continue to show the Property and receive, negotiate and accept back up offers.
- 20. FEDERAL TAX REQUIREMENTS:** If Seller is a "foreign person," as defined by Internal Revenue Code and its regulations, or if Seller fails to deliver an affidavit or a certificate of non-foreign status to Buyer that Seller is not a "foreign person," then Buyer shall withhold from the sales proceeds an amount sufficient to comply with applicable tax law and deliver the same to the Internal Revenue Service together with appropriate tax forms. Internal Revenue Service regulations require filing written reports if currency in excess of specified amounts is received in the transaction.

**21. NOTICES:** All notices from one party to the other must be in writing and are effective when mailed to, hand-delivered at, or transmitted by fax or electronic transmission as follows:

<b>To Buyer at:</b> _____	<b>To Seller at:</b> <u>JRC Family Limited Partnership</u>
_____	<u>3828 S. College Ave, Bryan, Texas 77801</u>
Phone: _____	Phone: <u>(979)268-6840</u>
E-mail/Fax: _____	E-mail/Fax: <u>john@clarkisenhour.com</u>
E-mail/Fax: _____	E-mail/Fax: _____

**22. AGREEMENT OF PARTIES:** This contract contains the entire agreement of the parties and cannot be changed except by their written agreement. Addenda which are a part of this contract are (check all applicable boxes):

- |   |  |
|---|--|
| <input checked="" type="checkbox"/> Third Party Financing Addendum  | <input type="checkbox"/> Environmental Assessment, Threatened or Endangered Species and Wetlands Addendum  |
| <input type="checkbox"/> Seller Financing Addendum  | <input type="checkbox"/> Seller's Temporary Residential Lease  |
| <input type="checkbox"/> Addendum for Property Subject to Mandatory Membership in a Property Owners Association | <input type="checkbox"/> Short Sale Addendum   |
| <input type="checkbox"/> Buyer's Temporary Residential Lease  | <input type="checkbox"/> Addendum for Property Located Seaward of the Gulf Intracoastal Waterway   |
| <input type="checkbox"/> Loan Assumption Addendum   | <input type="checkbox"/> Addendum for Seller's Disclosure of Information on Lead-based Paint and Lead-based Paint Hazards as Required by Federal Law |
| <input type="checkbox"/> Addendum for Sale of Other Property by Buyer   | <input type="checkbox"/> Addendum for Property in a Propane Gas System Service Area  |
| <input type="checkbox"/> Addendum for "Back-Up" Contract  | Addendum Regarding Residential Leases  |
| <input type="checkbox"/> Addendum for Coastal Area Property   | Addendum Regarding Fixture Leases  |
| <input type="checkbox"/> Addendum for Authorizing Hydrostatic Testing   | <input checked="" type="checkbox"/> Other (list): <u>1) Information About Brokerage Services</u>   |
| <input checked="" type="checkbox"/> Addendum Concerning Right to Terminate Due to Lender's Appraisal            | <u>2) Real Estate Auction Terms and Conditions</u>   |
| <input type="checkbox"/> Addendum for Reservation of Oil, Gas and Other Minerals                                | _____  |
|   | _____  |
|   | _____  |

**23. CONSULT AN ATTORNEY BEFORE SIGNING:** TREC rules prohibit real estate license holders from giving legal advice. READ THIS CONTRACT CAREFULLY.

Buyer's Attorney is: _____	Seller's Attorney is: _____
Phone: _____	Phone: _____
Fax: _____	Fax: _____
E-mail: _____	E-mail: _____

EXECUTED the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ (EFFECTIVE DATE).  
(BROKER: FILL IN THE DATE OF FINAL ACCEPTANCE.)

\_\_\_\_\_  
Buyer

\_\_\_\_\_  
Seller

\_\_\_\_\_  
Buyer

\_\_\_\_\_  
Seller



The form of this contract has been approved by the Texas Real Estate Commission. TREC forms are intended for use only by trained real estate license holders. No representation is made as to the legal validity or adequacy of any provision in any specific transactions. It is not intended for complex transactions. Texas Real Estate Commission, P.O. Box 12188, Austin, TX 78711-2188, (512) 936- 3000 (<http://www.trec.texas.gov>) TREC NO. 25-13. This form replaces TREC NO. 25-12.

**RATIFICATION OF FEE**

Listing Broker has agreed to pay Other Broker \_\_\_\_\_ of the total Sales Price when Listing Broker's fee is received. Escrow Agent is authorized and directed to pay Other Broker from Listing Broker's fee at closing.

Other Broker: \_\_\_\_\_ Listing Broker: \_\_\_\_\_  
 By: \_\_\_\_\_ By: \_\_\_\_\_

**BROKER INFORMATION AND AGREEMENT FOR PAYMENT OF BROKERS' FEES**

Other Broker \_\_\_\_\_ License No. Clark Isenhour Real Estate Services,LC 8999199  
 Listing or Principal Broker License No.

Associate's Name \_\_\_\_\_ License No. Lance Swigert 667217  
 Listing Associate's Name License No.

Team Name \_\_\_\_\_ Team Name \_\_\_\_\_

Associate's Email Address \_\_\_\_\_ Phone lance@clarkisenhour.com (979)219-4902  
 Listing Associate's Email Address Phone

Licensed Supervisor of Associate \_\_\_\_\_ License No. \_\_\_\_\_  
 Licensed Supervisor of Listing Associate License No.

Other Broker's Office Address \_\_\_\_\_ Phone 3828 S College Ave (979)268-6840  
 Listing Broker's Office Address Phone

City \_\_\_\_\_ State \_\_\_\_\_ Zip Bryan TX 77801  
 City State Zip

represents  Buyer only as Buyer's agent Selling Associate \_\_\_\_\_ License No.  
 Seller as Listing Broker's subagent

Team Name \_\_\_\_\_

Selling Associate's Email Address \_\_\_\_\_ Phone \_\_\_\_\_

Licensed Supervisor of Selling Associate \_\_\_\_\_ License No. \_\_\_\_\_

Selling Associate's Office Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

represents  Seller Only  
 Buyer Only  
 Seller and Buyer as an intermediary

Upon closing of the sale by Seller to Buyer of the Property described in the contract to which this fee agreement is attached: (a)  Seller  Buyer will pay Listing/Principal Broker  a cash fee of \$ \_\_\_\_\_ or  \_\_\_\_\_ % of the total Sales Price; and (b)  Seller  Buyer will pay Other Broker  a cash fee of \$ \_\_\_\_\_ or  \_\_\_\_\_ % of the total Sales Price. Seller/Buyer authorizes and directs Escrow Agent to pay the brokers from the proceeds at closing.

**Brokers' fees are negotiable. Brokers' fees or the sharing of fees between brokers are not fixed, controlled, recommended, suggested or maintained by the Texas Real Estate Commission.**

Seller \_\_\_\_\_ Buyer \_\_\_\_\_

Seller \_\_\_\_\_ Buyer \_\_\_\_\_

Do not sign if there is a separate written agreement for payment of Brokers' fees.



**OPTION FEE RECEIPT**

Receipt of \$ \_\_\_\_\_ (Option Fee) in the form of \_\_\_\_\_  
is acknowledged.

\_\_\_\_\_  
Escrow Agent \_\_\_\_\_ Date

**EARNEST MONEY RECEIPT**

Receipt of \$ \_\_\_\_\_ Earnest Money in the form of \_\_\_\_\_  
is acknowledged.

\_\_\_\_\_  
Escrow Agent \_\_\_\_\_ Received by \_\_\_\_\_ Email Address \_\_\_\_\_ Date/Time \_\_\_\_\_

**101 South Echols** \_\_\_\_\_ **(979)567-3122** \_\_\_\_\_  
Address \_\_\_\_\_ Phone \_\_\_\_\_

**Caldwell** \_\_\_\_\_ **Tx** \_\_\_\_\_ **77836** \_\_\_\_\_  
City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_ Fax \_\_\_\_\_

**CONTRACT RECEIPT**

Receipt of the Contract is acknowledged.

\_\_\_\_\_  
Escrow Agent \_\_\_\_\_ Received by \_\_\_\_\_ Email Address \_\_\_\_\_ Date \_\_\_\_\_

\_\_\_\_\_  
Address \_\_\_\_\_ Phone \_\_\_\_\_

\_\_\_\_\_  
City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_ Fax \_\_\_\_\_

**ADDITIONAL EARNEST MONEY RECEIPT**

Receipt of \$ \_\_\_\_\_ additional Earnest Money in the form of \_\_\_\_\_  
is acknowledged.

\_\_\_\_\_  
Escrow Agent \_\_\_\_\_ Received by \_\_\_\_\_ Email Address \_\_\_\_\_ Date/Time \_\_\_\_\_

\_\_\_\_\_  
Address \_\_\_\_\_ Phone \_\_\_\_\_

\_\_\_\_\_  
City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_ Fax \_\_\_\_\_



# THIRD PARTY FINANCING ADDENDUM

TO CONTRACT CONCERNING THE PROPERTY AT

**10231 FN 1361**

**Somerville**

(Street Address and City)

**1. TYPE OF FINANCING AND DUTY TO APPLY AND OBTAIN APPROVAL:** Buyer shall apply promptly for all financing described below and make every reasonable effort to obtain approval for the financing, including but not limited to furnishing all information and documents required by Buyer's lender. (Check applicable boxes):

- A. CONVENTIONAL FINANCING:
  - (1) A first mortgage loan in the principal amount of \$ \_\_\_\_\_ (excluding any financed PMI premium), due in full in \_\_\_\_\_ year(s), with interest not to exceed \_\_\_\_\_% per annum for the first \_\_\_\_\_ year(s) of the loan with Origination Charges as shown on Buyer's Loan Estimate for the loan not to exceed \_\_\_\_\_ % of the loan.
  - (2) A second mortgage loan in the principal amount of \$ \_\_\_\_\_ (excluding any financed PMI premium), due in full in \_\_\_\_\_ year(s), with interest not to exceed \_\_\_\_\_ % per annum for the first \_\_\_\_\_ year(s) of the loan with Origination Charges as shown on Buyer's Loan Estimate for the loan not to exceed \_\_\_\_\_ % of the loan.
- B. TEXAS VETERANS LOAN: A loan(s) from the Texas Veterans Land Board of \$ \_\_\_\_\_ for a period in the total amount of \_\_\_\_\_ years at the interest rate established by the Texas Veterans Land Board.
- C. FHA INSURED FINANCING: A Section \_\_\_\_\_ FHA insured loan of not less than \$ \_\_\_\_\_ (excluding any financed MIP), amortizable monthly for not less than \_\_\_\_\_ years, with interest not to exceed \_\_\_\_\_ % per annum for the first \_\_\_\_\_ year(s) of the loan with Origination Charges as shown on Buyer's Loan Estimate for the loan not to exceed \_\_\_\_\_ % of the loan.
- D. VA GUARANTEED FINANCING: A VA guaranteed loan of not less than \$ \_\_\_\_\_ (excluding any financed Funding Fee), amortizable monthly for not less than \_\_\_\_\_ years, with interest not to exceed \_\_\_\_\_ % per annum for the first \_\_\_\_\_ year(s) of the loan with Origination Charges as shown on Buyer's Loan Estimate for the loan not to exceed \_\_\_\_\_ % of the loan.
- E. USDA GUARANTEED FINANCING: A USDA-guaranteed loan of not less than \$ \_\_\_\_\_ (excluding any financed Funding Fee), amortizable monthly for not less than \_\_\_\_\_ years, with interest not to exceed \_\_\_\_\_ % per annum for the first \_\_\_\_\_ year(s) of the loan with Origination Charges as shown on Buyer's Loan Estimate for the loan not to exceed \_\_\_\_\_ % of the loan.
- F. REVERSE MORTGAGE FINANCING: A reverse mortgage loan (also known as a Home Equity Conversion Mortgage loan) in the original principal amount of \$ \_\_\_\_\_ (excluding any financed PMI premium or other costs), with interest not to exceed \_\_\_\_\_ % per annum for the first \_\_\_\_\_ year(s) of the loan with Origination Charges as shown on Buyer's Loan Estimate for the loan not to exceed \_\_\_\_\_ % of the loan. The reverse mortgage loan  will  will not be an FHA insured loan.

**2. APPROVAL OF FINANCING:** Approval for the financing described above will be deemed to have been obtained when Buyer Approval and Property Approval are obtained. **Time is of the essence for this paragraph and strict compliance with the time for performance is required.**

- A. BUYER APPROVAL: (Check one box only):
  - This contract is subject to Buyer obtaining Buyer Approval. If Buyer cannot obtain Buyer Approval, Buyer may give written notice to Seller within \_\_\_\_\_ days after the effective date of this contract and this contract will terminate and the earnest money will be refunded to Buyer. If Buyer does not terminate the contract under this provision, the

Initialed for identification by Buyer \_\_\_\_\_ and Seller \_\_\_\_\_

TREC NO. 40-9  
TXR 1901

10231 FN 1361, Somerville, TX 77879

(Address of Property)

contract shall no longer be subject to the Buyer obtaining Buyer Approval. Buyer Approval will be deemed to have been obtained when (i) the terms of the loan(s) described above are available and (ii) lender determines that Buyer has satisfied all of lender's requirements related to Buyer's assets, income and credit history.

This contract is not subject to Buyer obtaining Buyer Approval.

B. **PROPERTY APPROVAL:** If Buyer's lender determines that the Property does not satisfy lender's underwriting requirements for the loan (including but not limited to appraisal, insurability, and lender required repairs) Buyer, not later than 3 days before the Closing Date, may terminate this contract by giving Seller: (i) notice of termination; and (ii) a copy of a written statement from the lender setting forth the reason(s) for lender's determination. If Buyer terminates under this paragraph, the earnest money will be refunded to Buyer. If Buyer does not terminate under this paragraph, Property Approval is deemed to have been obtained.

3. **SECURITY:** Each note for the financing described above must be secured by vendor's and deed of trust liens.

4. **FHA/VA REQUIRED PROVISION:** If the financing described above involves FHA insured or VA financing, it is expressly agreed that, notwithstanding any other provision of this contract, the purchaser (Buyer) shall not be obligated to complete the purchase of the Property described herein or to incur any penalty by forfeiture of earnest money deposits or otherwise: (i) unless the Buyer has been given in accordance with HUD/FHA or VA requirements a written statement issued by the Federal Housing Commissioner, Department of Veterans Affairs, or a Direct Endorsement Lender setting forth the appraised value of the Property of not less than \$ \_\_\_\_\_ or (ii) if the contract purchase price or cost exceeds the reasonable value of the Property established by the Department of Veterans Affairs. The 3-day notice of termination requirements in 2.B. does not apply to this Paragraph 4.

A. The Buyer shall have the privilege and option of proceeding with consummation of the contract without regard to the amount of the appraised valuation or the reasonable value established by the Department of Veterans Affairs.

B. If FHA financing is involved, the appraised valuation is arrived at to determine the maximum mortgage the Department of Housing and Urban Development will insure. HUD does not warrant the value or the condition of the Property. The Buyer should satisfy himself/herself that the price and the condition of the Property are acceptable.

C. If VA financing is involved and if Buyer elects to complete the purchase at an amount in excess of the reasonable value established by the VA, Buyer shall pay such excess amount in cash from a source which Buyer agrees to disclose to the VA and which Buyer represents will not be from borrowed funds except as approved by VA. If VA reasonable value of the Property is less than the Sales Prices, Seller may reduce the Sales Price to an amount equal to the VA reasonable value and the sale will be closed at the lower Sales Price with proportionate adjustments to the down payment and the loan amount.

5. **AUTHORIZATION TO RELEASE INFORMATION:**

A. Buyer authorizes Buyer's lender to furnish to Seller or Buyer or their representatives information relating to the status of the approval for the financing.

B. Seller and Buyer authorize Buyer's lender, title company, and escrow agent to disclose and furnish a copy of the closing disclosures and settlement statements provided in relation to the closing of this sale to the parties' respective brokers and sales agents provided under Broker Information.

\_\_\_\_\_  
Buyer

\_\_\_\_\_  
Seller **JRC Family Limited Partnership**

\_\_\_\_\_  
Buyer

\_\_\_\_\_  
Seller



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**ADDENDUM CONCERNING RIGHT TO TERMINATE  
DUE TO LENDER'S APPRAISAL**

*Use only if the Third Party Financing Addendum is attached to the contract and  
the transaction does not involve FHA insured or VA guaranteed financing*



**CONCERNING THE PROPERTY AT: 10231 FN 1361**

**Somerville**

(Street Address and City)

The financing described in the Third Party Financing Addendum attached to the contract for the sale of the above-referenced Property does not involve FHA or VA financing. *(Check one box only)*

(1) **WAIVER.** Buyer waives Buyer's right to terminate the contract under Paragraph 2B of the Third Party Financing Addendum if Property Approval is not obtained because the opinion of value in the appraisal does not satisfy lender's underwriting requirements .

If the lender reduces the amount of the loan due to the opinion of value, the cash portion of Sales Price is increased by the amount the loan is reduced due to the appraisal.

(2) **PARTIAL WAIVER.** Buyer waives Buyer's right to terminate the contract under Paragraph 2B of the Third Party Financing Addendum if:

(i) Property Approval is not obtained because the opinion of value in the appraisal does not satisfy lender's underwriting requirements; and

(ii) the opinion of value is \$ \_\_\_\_\_ or more.

If the lender reduces the amount of the loan due to the opinion of value, the cash portion of Sales Price is increased by the amount the loan is reduced due to appraisal.

(3) **ADDITIONAL RIGHT TO TERMINATE.** In addition to Buyer's right to terminate under Paragraph 2B of the Third Party Financing Addendum, Buyer may terminate the contract within \_\_\_\_\_ days after the Effective Date if:

(i) the appraised value, according to the appraisal obtained by Buyer's lender, is less than \$ \_\_\_\_\_; and

(ii) Buyer delivers a copy of the appraisal to the Seller.

If Buyer terminates under this paragraph, the earnest money will be refunded to Buyer.

\_\_\_\_\_  
Buyer

\_\_\_\_\_  
Seller **JRC Family Limited Partnership**

\_\_\_\_\_  
Buyer

\_\_\_\_\_  
Seller



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**TREC NO. 49-1  
TXR 1948**