

# Auction

## IMPORTANT REAL ESTATE

SMITH & WOOD COUNTIES, TEXAS

Thursday, February 29 at 4pm CST  
held On-Site (Tract 1) Mineola, TX • Online Bidding Available

**70.24±**  
acres  
Offered in 2 Tracts



# INFORMATION BOOKLET

Tract 1



Tract 2

- Heavily Wooded
- Weekend Getaway Location
- Lake Home
- Off-Grid Living

5% Buyer's Premium



in cooperation with



800.451.2709 • [SchraderAuction.com](http://SchraderAuction.com)

# Disclaimer

All information contained is believed to be accurate and from accurate resources. However, buyers are encouraged to do their own due diligence. Schrader Auction Company assumes no liability for the information provided.

**AUCTIONEER** | Rex D. Schrader II • *Texas Auctioneer License #17409*



## **CORPORATE OFFICE:**

950 N. Liberty Dr., Columbia City, IN 46725  
800.451.2709 | 260.244.7606  
[www.schraderauction.com](http://www.schraderauction.com)



*in cooperation with*

**PAUL A. LYNN & ASSOCIATES, LLC**  
*Texas Broker #9000489*

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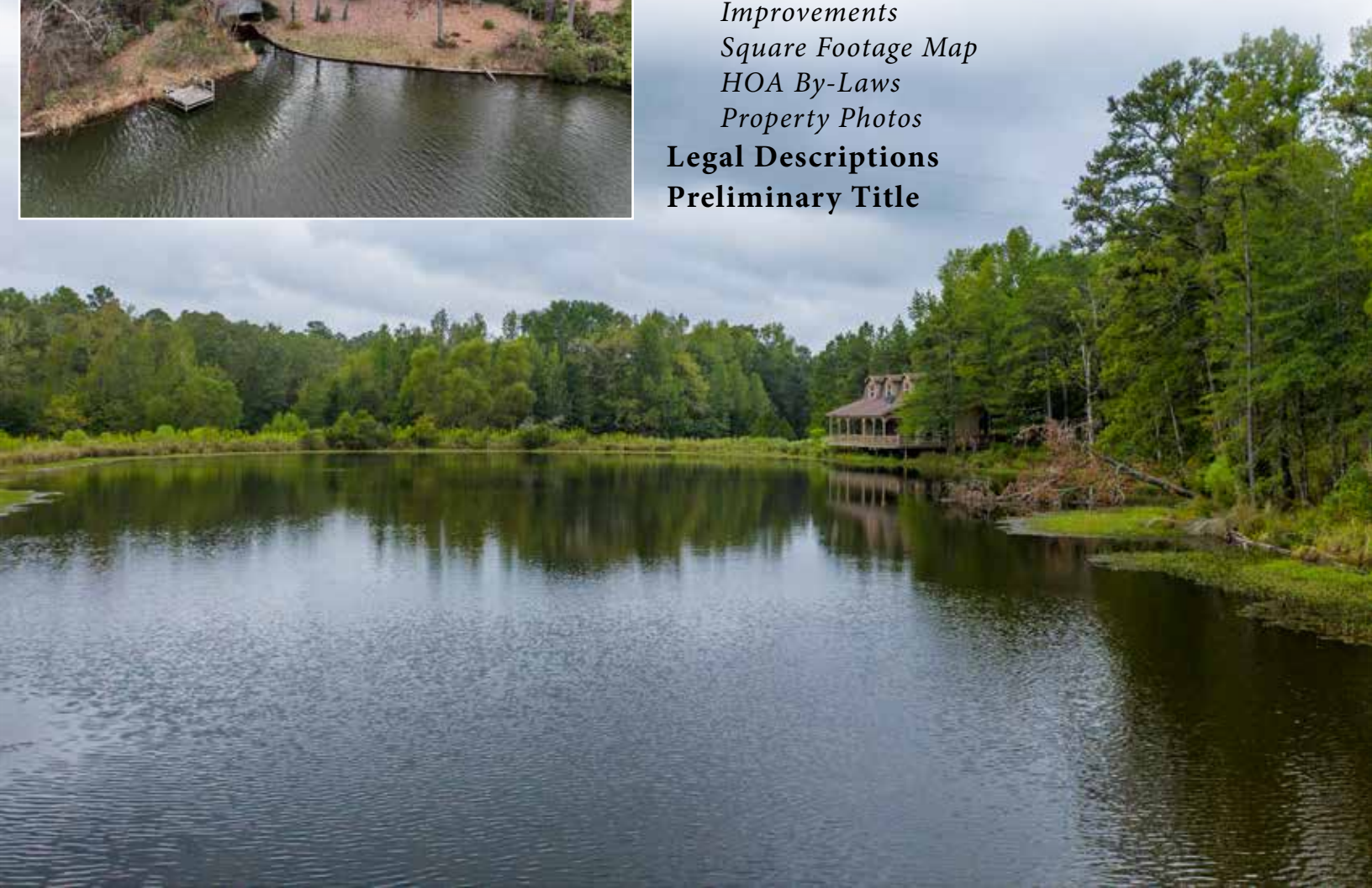
*Square Footage Map*

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*Property Photos*

### **Legal Descriptions**

### **Preliminary Title**





# **BIDDER PRE-REGISTRATION FORM**

**THURSDAY, FEBRUARY 29, 2024**

**70.24± ACRES – TYLER, TEXAS**

For pre-registration, this form must be received at Schrader Real Estate and Auction Company, Inc.,  
P.O. Box 508, Columbia City, IN, 46725,  
Email to [auctions@schraderauction.com](mailto:auctions@schraderauction.com) or fax to 260-244-4431, no later than Thursday, February 22, 2024.  
Otherwise, registration available onsite prior to the auction.

## **BIDDER INFORMATION**

(FOR OFFICE USE ONLY)

Name \_\_\_\_\_

Bidder # \_\_\_\_\_

Address \_\_\_\_\_

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

Telephone: (Res) \_\_\_\_\_ (Office) \_\_\_\_\_

My Interest is in Tract or Tracts # \_\_\_\_\_

## **BANKING INFORMATION**

Check to be drawn on: (Bank Name) \_\_\_\_\_

City, State, Zip: \_\_\_\_\_

Contact: \_\_\_\_\_ Phone No: \_\_\_\_\_

## **HOW DID YOU HEAR ABOUT THIS AUCTION?**

Brochure  Newspaper  Signs  Internet  Radio  TV  Friend

Other \_\_\_\_\_

## **WOULD YOU LIKE TO BE NOTIFIED OF FUTURE AUCTIONS?**

Regular Mail  E-Mail E-Mail address: \_\_\_\_\_

Tillable  Pasture  Ranch  Timber  Recreational  Building Sites

What states are you interested in? \_\_\_\_\_

*Note: If you will be bidding for a partnership, corporation or other entity, you must bring documentation with you to the auction which authorizes you to bid and sign a Purchase Agreement on behalf of that entity.*

I hereby agree to comply with terms of this sale including, but not limited to, paying all applicable buyer's premiums, and signing and performing in accordance with the contract if I am the successful bidder. Schrader Real Estate and Auction Company, Inc. represents the Seller in this transaction.

Signature: \_\_\_\_\_ Date: \_\_\_\_\_



**Online Auction Bidder Registration**  
**70.24± Acres • Wood & Smith Counties, Texas**  
**Thursday, February 29, 2024**

This form and deposit are only required if you cannot attend the auction and wish to bid remotely through our online bidding system.

This registration form is for the auction listed above only. The person signing this form is personally responsible for any bids placed on the auction site, whether bidding on behalf of their personal account or on behalf of a corporation or other third party. If you are bidding on behalf of a third party, you are responsible for obtaining the necessary documentation authorizing you to bid on behalf of the third party. Schrader Real Estate and Auction Co., Inc. will look to the herein registered bidder for performance on any bid placed on this auction if you are the successful high bidder.

As the registered bidder, I hereby agree to the following statements:

1. My name and physical address is as follows:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

My phone number is: \_\_\_\_\_

2. I have received the Real Estate Bidder's Package for the auction being held on Thursday, February 29, 2024 at 4:00 PM (CST).
3. I have read the information contained in the Real Estate Bidder's Package as mailed to me or by reading the documents on the website ([www.schraderauction.com](http://www.schraderauction.com)) and understand what I have read.
4. I hereby agree to comply with all terms of this sale, including paying all applicable buyer's premiums, and signing and performing in accordance with the Real Estate Purchase Agreement if I am the successful bidder.
5. I understand that Schrader Real Estate and Auction Co., Inc. represent the Seller in this transaction.
6. I am placing a deposit with Schrader Real Estate and Auction Co., Inc. Escrow in the amount of \$\_\_\_\_\_. I understand that the maximum bid or combination of bids I place may not exceed an amount equal to ten times the amount of my deposit. My deposit is being conveyed herewith in the form of a cashier's check payable to Schrader Real Estate and Auction, Co., Inc. Escrow or via wire transfer to the escrow account of Schrader Real Estate and Auction, Co., Inc. per the instructions below. I understand that my deposit money will be returned in full via wire transfer on the next business day if I am not the successful high bidder on any tract or combination of tracts.

Schrader Real Estate & Auction Company, Inc.  
950 North Liberty Drive / P.O. Box 508, Columbia City, IN 46725  
Phone 260-244-7606; Fax 260-244-4431; email: [auctions@schraderauction.com](mailto:auctions@schraderauction.com)

For wire instructions please call 1-800-451-2709.

7. My bank routing number is \_\_\_\_\_ and bank account number is \_\_\_\_\_.  
(This for return of your deposit money). My bank name, address and phone number is:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

8. **TECHNOLOGY DISCLAIMER:** Schrader Real Estate and Auction Co., Inc., its affiliates, partners and vendors, make no warranty or guarantee that the online bidding system will function as designed on the day of sale. Technical problems can and sometimes do occur. If a technical problem occurs and you are not able to place your bid during the live auction, Schrader Real Estate and Auction Co., Inc., its affiliates, partners and vendors will not be held liable or responsible for any claim of loss, whether actual or potential, as a result of the technical failure. I acknowledge that I am accepting this offer to place bids during a live outcry auction over the Internet *in lieu of actually attending the auction* as a personal convenience to me.

9. This document and your deposit money must be received in the office of Schrader Real Estate & Auction Co., Inc. by **4:00 PM, Thursday, February 22, 2024**. Send your deposit and return this form via fax or email to: **260-244-4431 or auctions@schraderauction.com**.

I understand and agree to the above statements.

\_\_\_\_\_  
Registered Bidder's signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name

***This document must be completed in full.***

**Upon receipt of this completed form and your deposit money, you will be sent a bidder number and password via e-mail. Please confirm your e-mail address below:**

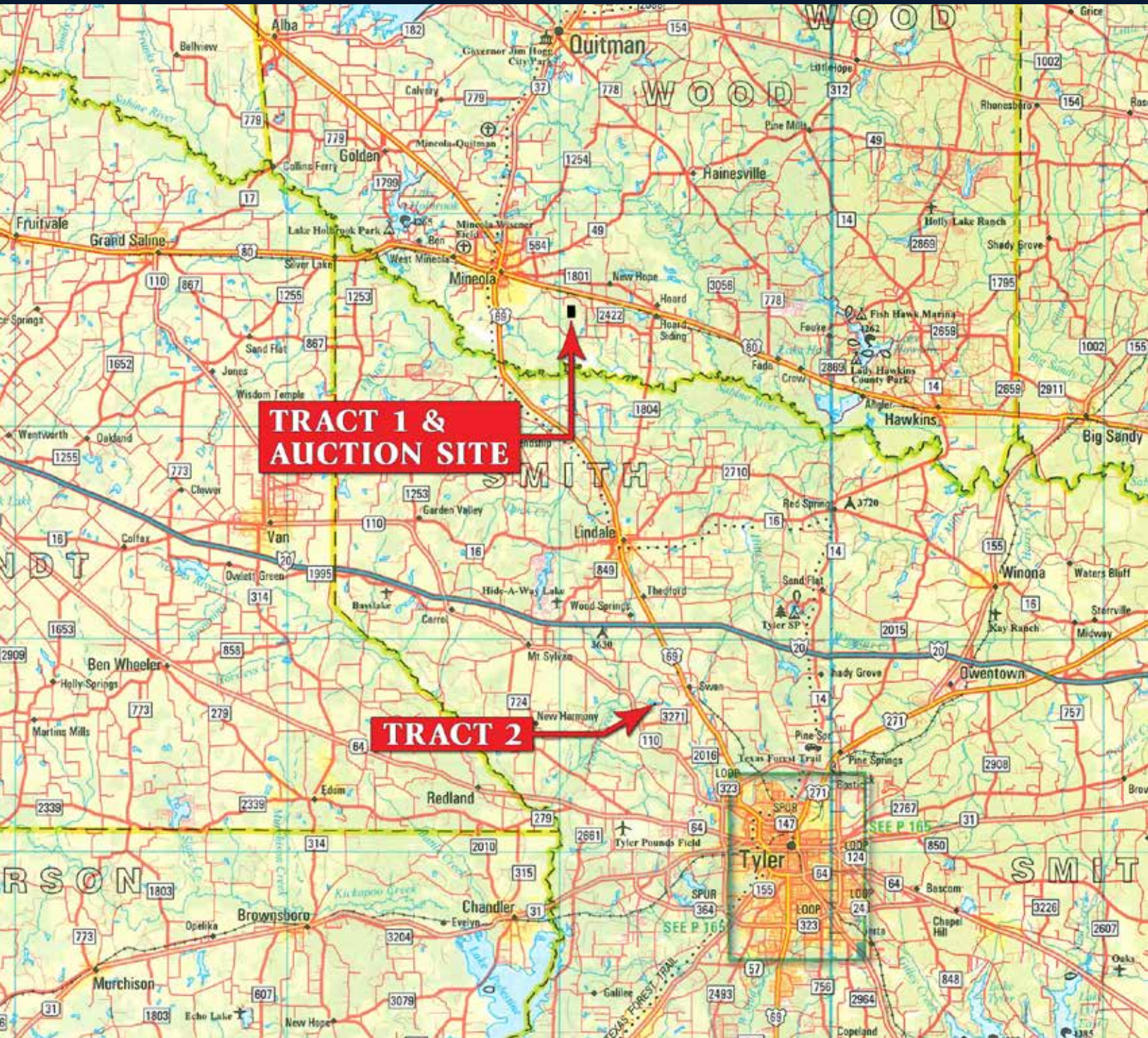
E-mail address of registered bidder: \_\_\_\_\_

Thank you for your cooperation. We hope your online bidding experience is satisfying and convenient. If you have any comments or suggestions, please send them to:  
kevin@schraderauction.com or call Kevin Jordan at 260-244-7606.



# LOCATION MAP

# LOCATION MAP



**AUCTION LOCATION:** 2050 County Road 2700 Mineola, TX 75773

**DIRECTIONS TO PROPERTY:** *FOR TRACT 1-* From the intersection of Hwy 69 and Hwy 80 in Mineola, head east on Hwy 80 for 3 miles then turn South (right) onto County Road 2740 and travel for 0.2 miles then go East (left) at the split onto County Road 2700. Travel on County Road 2700 for 0.4 Miles and the auction sign will be at the curve.

*FOR TRACT 2-* From the intersection of Hwy 69 and County Road 468 in Swan, head West on County Road 468 for 2.3 miles and property will be on the North side of the road. 13426 County Road 468 Tyler, TX 75704



**ONLINE BIDDING AVAILABLE:** You may bid online during the auction at [www.schraderauction.com](http://www.schraderauction.com). You must be registered One Week in Advance of the Auction to bid online. For online bidding information, call Schrader Auction Company, 800.451.2709.

# TRACT DESCRIPTIONS

# IMPORTANT REAL ESTATE

SMITH & WOOD COUNTIES, TX

# Auction

**70.24± acres**  
Offered in 2 Tracts

**Thursday, February 29**  
**at 4pm** CST held On-Site (Tract 1) Mineola, TX  
Online Bidding Available

*Heavily Wooded | Off-Grid Living | Weekend Getaway Location | Lake Home*

The Estate of Meshell L. Schloss and Emerald Light LLC are pleased to offer a unique set of properties in Smith and Wood Counties, Texas totaling 70.24± acres that have been cared for by a caretaker since purchased. Tract 1 "The Farm" situated off of County Road 2700 in Wood County offers 68.926± acres of heavily wooded land with a 1636 sq. foot 1 bed 2 bath cabin on a pond just shy of 2 acres as well as a 2206 sq. foot barn with a recently finished 632 sq. foot living space in the upstairs. Although supported by rural water and power, this property is able to be supported off grid by a like new 14KW solar system, 920' domestic well, septic system and (2) 1000 gallon nearly full buried propane tanks. With a trail through the woods and a handful of open meadows, this property provides the opportunity to be a dream weekend vacation spot for the friends and family. Tract 2 "The Lake House" boasts a 2123 sq. foot 3 bed 2 bath ranch style home with waterfront access to Swan Lake in Smith County. Serviced by rural water, it also has a domestic well, backyard sprinkler system, septic and an aerobic sprinkler system. Combine Tracts 1 and 2 for the ideal living situation of a home in town and a wonderful secluded getaway spot!

**OWNER:** The Estate of Meshell L. Schloss and Emerald Light LLC

**TRACT 1: 68.926± acres** of heavily wooded land with a 1 bed 2 bath 1636 sq. ft. cabin on a pond just shy of 2 acres and a 2206 sq. ft. barn complete with a 632 sq. ft. living space upstairs. While serviced by rural water and electricity, this property is able to be powered by the like new 14 KW solar system, a 920' domestic well and (2) 1000 gallon buried propane tanks that are nearly full to offer energy independence.

**TRACT 2: A 2123 sq. ft. 3 bed 2 bath ranch style home** situated on 1.315± acres with waterfront access to the serene Swan Lake. This property features rural water and its own well, septic, sprinkler system for the backyard and an aerobic sprinkler system for the front yard.

## AUCTION TERMS & CONDITIONS:

**PROCEDURE:** The property will be offered in two (2) individual tracts or combination. There will be open bidding on all tracts and combinations during the auction as determined by the Auctioneer. Bids on tracts or tract combinations may compete. The property will be bid in a manner resulting in the highest total sale price.

**BUYERS PREMIUM:** A Buyers Premium equal to 5% shall be added to the high bid amount to arrive at the total contract purchase price.

**DOWN PAYMENT:** 10% down payment at close of the auction for individual tracts or combinations of tracts. The down payment may be made in the form of cashier's check, personal check, or corporate check. **YOUR BIDDING IS NOT CONDITIONAL UPON FINANCING**, so be sure you have arranged financing, if needed, and are capable of paying cash at closing.

**ACCEPTANCE OF BID PRICES:** All successful bidders will be required to enter into Purchase Agreements at the auction site immediately following the close of the auction. All final bid prices are subject to the Sellers' acceptance or rejection. The terms of this agreement and any addendum are non-negotiable.

**EVIDENCE OF TITLE:** Seller shall provide an owner's title insurance policy in the amount of the purchase price.

**DEED:** Seller shall provide Warranty Deed(s).

**CLOSING:** The balance of the real estate purchase price is due at closing, which is targeted to take place on or before April 12, 2024.

**POSSESSION:** Buyer(s) shall receive possession at closing.

**REAL ESTATE TAXES:** Real estate taxes will be

pro-rated to the date of closing.

**MINERALS:** Seller specifically excepts and reserves all minerals, if any, associated with the referenced real estate, and the term "Property" will not include any mineral rights.

**PROPERTY INSPECTION:** Each potential Bidder is responsible for conducting, at their own risk, their own independent inspections, investigations, inquiries, and due diligence concerning the property. Inspection dates have been scheduled and will be staffed with auction personnel. Further, Seller disclaims any and all responsibility for Bidder's safety during any physical inspection of the property. No party shall be deemed an invitee of the property by virtue of the offering of the property for sale.

**TRACT MAP(S) AND ACREAGE:** All tract map(s), tract acreage, dimensions and proposed boundaries are approximate and have been estimated based on current legal descriptions and/or aerial photos. They are not provided as survey products and are not intended to depict or establish authoritative boundaries or locations.

**SURVEY:** The Seller shall provide a new survey where there is no existing legal description or where new boundaries are created by the tract divisions in this auction. Any need for a new survey shall be determined solely by the Seller. Seller and successful bidder shall each pay half (50:50) of the cost of the survey. The type of survey performed shall be at the Seller's option and sufficient for providing title insurance. Combination purchases will receive a perimeter survey only.

**EASEMENTS:** All real estate is being sold subject to any existing recorded easements.

**AGENCY:** Schrader Real Estate and Auction Company, LLC and its representatives are

exclusive agents of the Seller.

**DISCLAIMER AND ABSENCE OF WARRANTIES:** All information contained in this brochure and all related materials are subject to the terms and conditions outlined in the Purchase Agreement. The property is being sold on an "AS IS, WHERE IS" basis, and no warranty or representation, either expressed or implied, concerning the property is made by the Seller or the Auction Company. All sketches and dimensions in the brochure are approximate. Each potential bidder is responsible for conducting his or her own independent inspections, investigations, inquiries, and due diligence concerning the property. The information contained in this brochure is subject to verification by all parties relying on it. No liability for its accuracy, errors, or omissions is assumed by the Seller or the Auction Company. Conduct of the auction and increments of bidding are at the direction and discretion of the Auctioneer. The Seller and Selling Agents reserve the right to preclude any person from bidding if there is any question as to the person's credentials, fitness, etc. All decisions of the Auctioneer are final.

**ANY ANNOUNCEMENTS MADE THE DAY OF THE SALE TAKE PRECEDENCE OVER PRINTED MATERIAL OR ANY OTHER ORAL STATEMENTS MADE.**



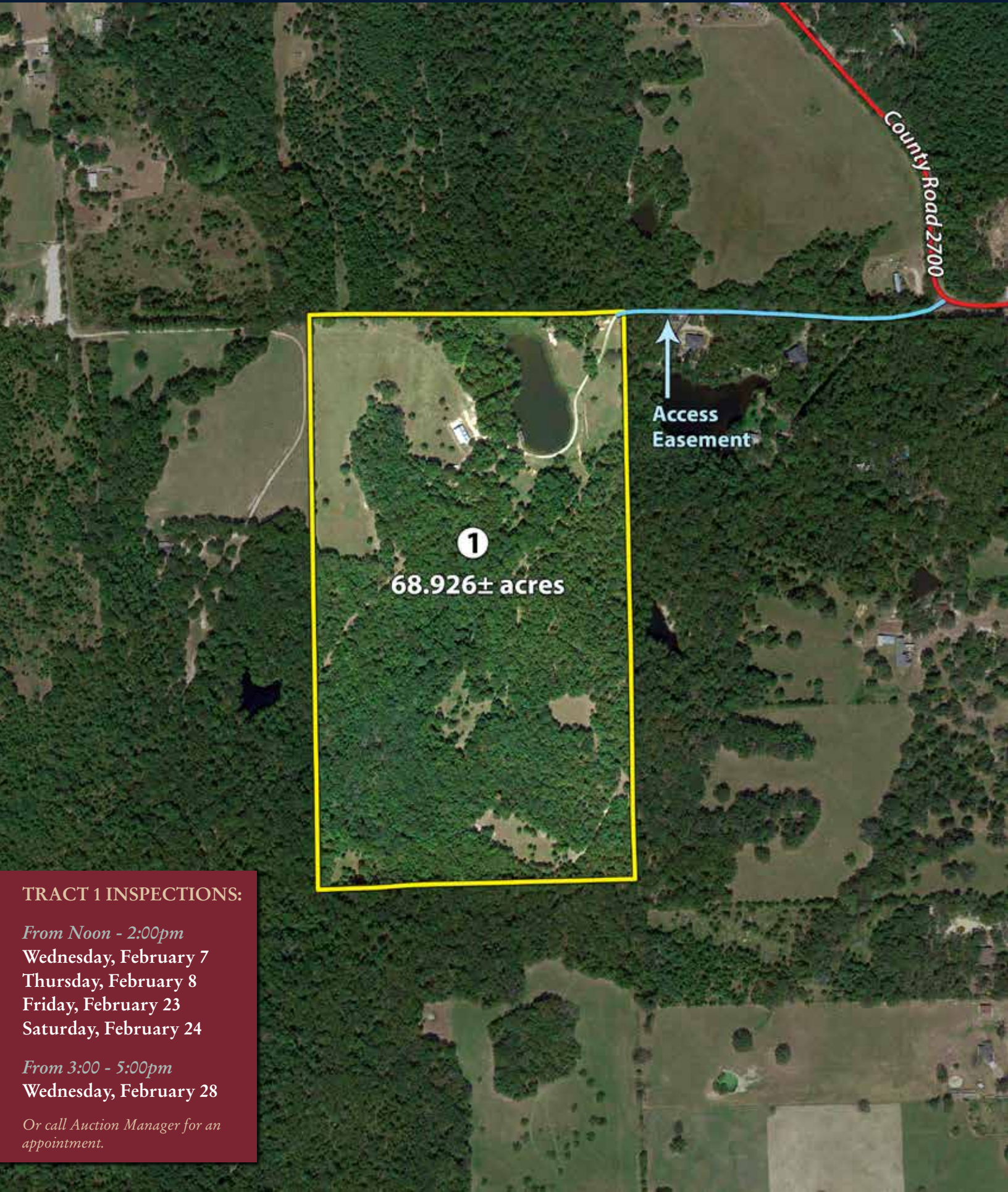
**800.451.2709**  
**SchraderAuction.com**

# TRACT 1



# TRACT MAP

## TRACT 1



①  
68.926± acres

↑  
Access  
Easement

County Road 2700

### TRACT 1 INSPECTIONS:

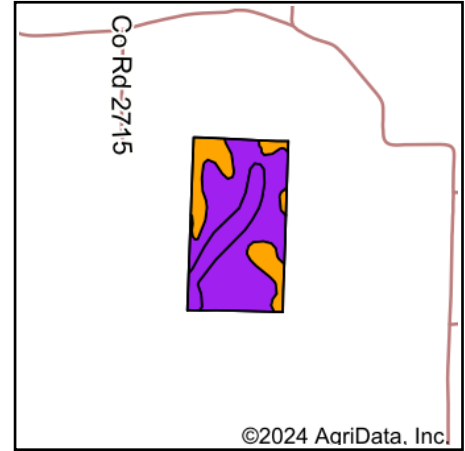
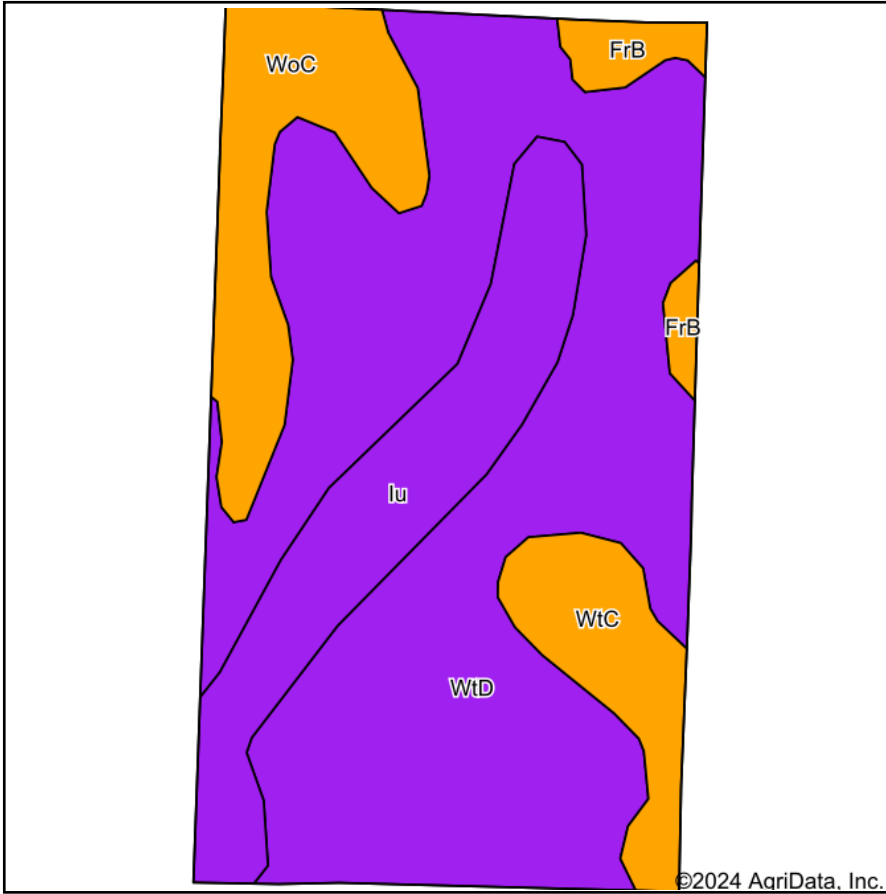
*From Noon - 2:00pm*  
Wednesday, February 7  
Thursday, February 8  
Friday, February 23  
Saturday, February 24

*From 3:00 - 5:00pm*  
Wednesday, February 28

*Or call Auction Manager for an appointment.*

# SOILS MAP

## TRACT 1



State: **Texas**  
 County: **Wood**  
 Location: **32° 38' 30.97, -95° 26' 26.42**  
 Township: **Mineola**  
 Acres: **68.97**  
 Date: **1/9/2024**



Maps Provided By:  
  
 CUSTOMIZED ONLINE MAPPING  
 © AgriData, Inc. 2023 www.AgriDataInc.com



Soils data provided by USDA and NRCS.

Area Symbol: TX499, Soil Area Version: 21

Code	Soil Description	Acres	Percent of field	Non-Irr Class Legend	Non-Irr Class	Irr Class	Bahiagrass AUM	Common bermudagrass AUM	Corn Bu	Cotton lint Lbs	Grain sorghum Bu	Green peas Bu	Improved bermudagrass AUM	Small grains grazeout AUM	Tall fescue AUM
WtD	Woodtell loam, 5 to 15 percent slopes	42.63	61.8%		Vle	Vle									
lu	lulus fine sandy loam, 0 to 1 percent slopes, frequently flooded	11.24	16.3%		Vw	Vw	7	6					8		7
WoC	Wolfpen loamy fine sand, 2 to 5 percent slopes	8.18	11.9%		IIle	IIle									
WtC	Woodtell loam, 2 to 5 percent slopes	5.08	7.4%		IIle		3	3	50	200	40		3	3	
FrB	Freestone fine sandy loam, 1 to 3 percent slopes	1.84	2.7%		IIle		8	7	80	400		55	9	6	
<b>Weighted Average</b>					<b>5.18</b>	<b>*-</b>	<b>1.6</b>	<b>1.4</b>	<b>5.8</b>	<b>25.4</b>	<b>2.9</b>	<b>1.5</b>	<b>1.8</b>	<b>0.4</b>	<b>1.1</b>

\*- Irr Class weighted average cannot be calculated on the current soils data due to missing data.

Soils data provided by USDA and NRCS.

# WETLANDS MAP

## TRACT 1

... Measure

LEGEND

### Wetlands

- Estuarine and Marine Deepwater
- Estuarine and Marine Wetland
- Freshwater Emergent Wetland
- Freshwater Forested/Shrub Wetland
- Freshwater Pond
- Lake
- Other
- Riverine

### Riparian

- Forested/Shrub
- Herbaceous

### Riparian Mapping Areas

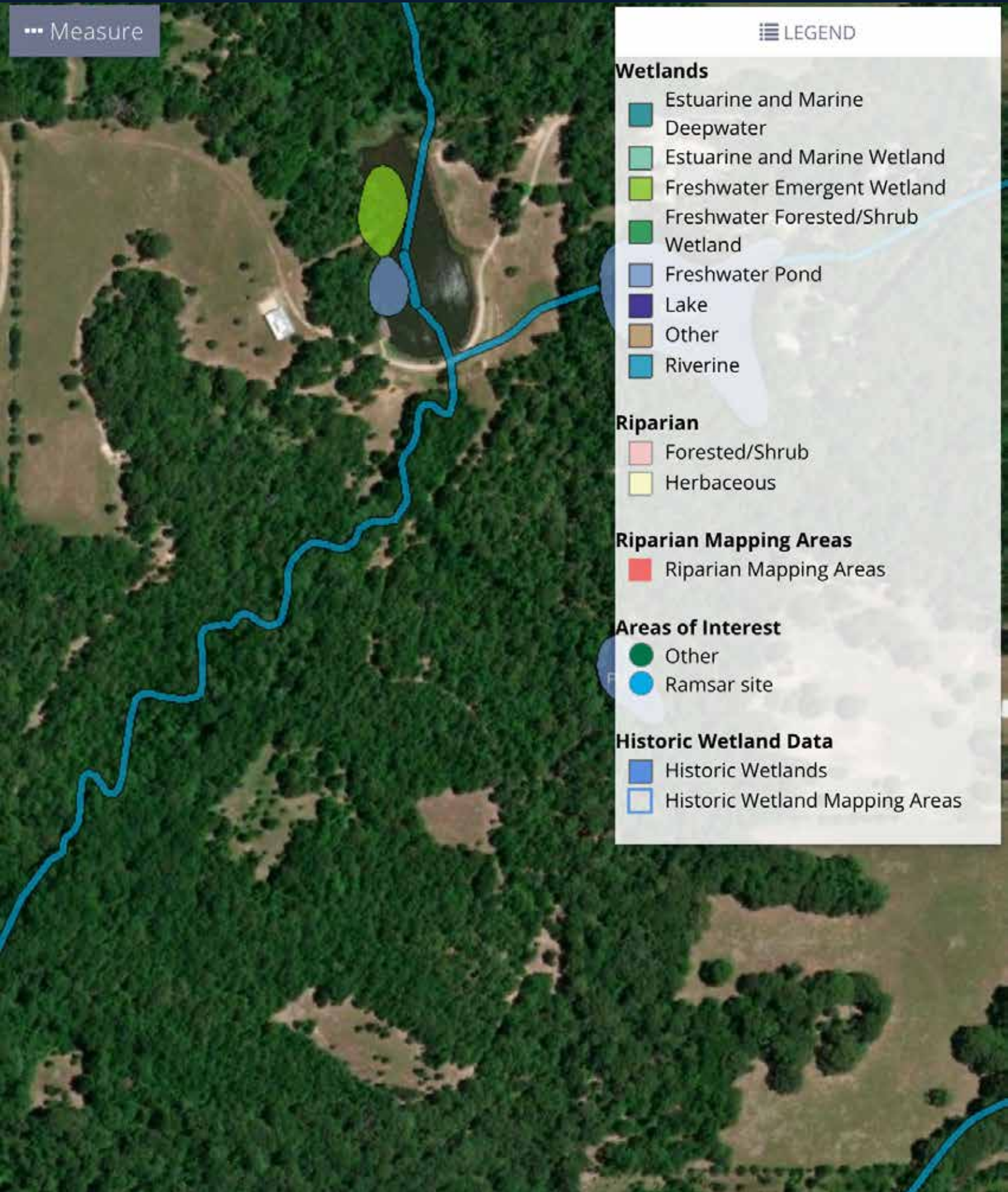
- Riparian Mapping Areas

### Areas of Interest

- Other
- Ramsar site

### Historic Wetland Data

- Historic Wetlands
- Historic Wetland Mapping Areas





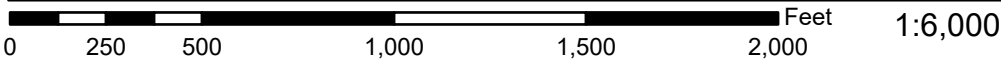
# FLOOD ZONE MAP

## TRACT 1

### National Flood Hazard Layer FIRMette



95°26'45"W 32°38'46"N



95°26'8"W 32°38'16"N

Basemap Imagery Source: USGS National Map 2023

#### Legend

SEE FIS REPORT FOR DETAILED LEGEND AND INDEX MAP FOR FIRM PANEL LAYOUT

SPECIAL FLOOD HAZARD AREAS		Without Base Flood Elevation (BFE) Zone A, V, A99
		With BFE or Depth Zone AE, AO, AH, VE, AR
		Regulatory Floodway

OTHER AREAS OF FLOOD HAZARD		0.2% Annual Chance Flood Hazard, Areas of 1% annual chance flood with average depth less than one foot or with drainage areas of less than one square mile Zone X
		Future Conditions 1% Annual Chance Flood Hazard Zone X
		Area with Reduced Flood Risk due to Levee. See Notes, Zone X
		Area with Flood Risk due to Levee Zone D

OTHER AREAS		NO SCREEN	Area of Minimal Flood Hazard Zone X
		Effective LOMRs	
		Area of Undetermined Flood Hazard Zone D	
GENERAL STRUCTURES		Channel, Culvert, or Storm Sewer	
		Levee, Dike, or Floodwall	
		20.2	Cross Sections with 1% Annual Chance Water Surface Elevation
OTHER FEATURES		17.5	Coastal Transect
			Base Flood Elevation Line (BFE)
			Limit of Study
			Jurisdiction Boundary
			Coastal Transect Baseline
			Profile Baseline
			Hydrographic Feature

**MAP PANELS**

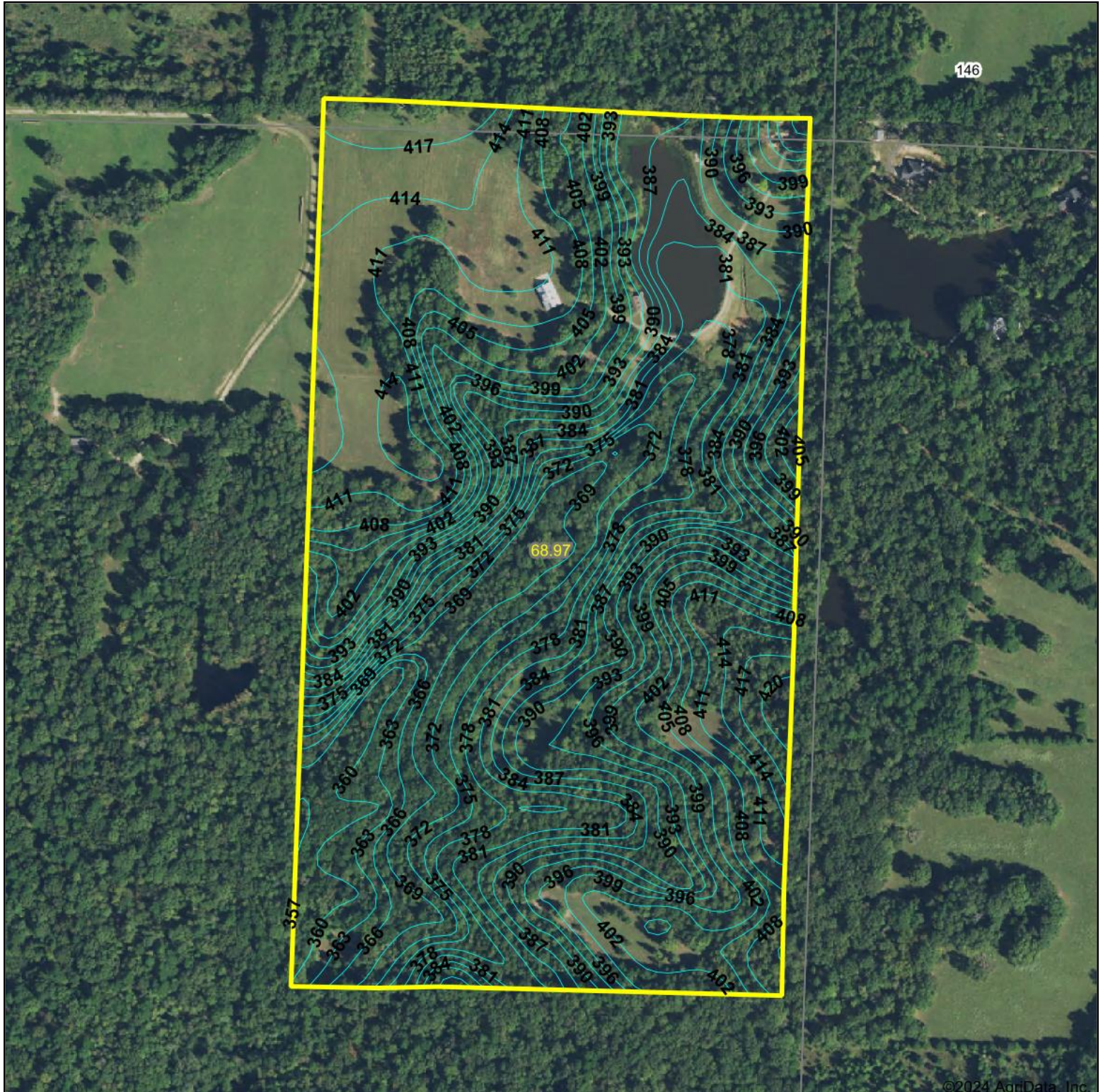
- Digital Data Available
- No Digital Data Available
- Unmapped

The pin displayed on the map is an approximate point selected by the user and does not represent an authoritative property location.

This map complies with FEMA's standards for the use of digital flood maps if it is not void as described below. The basemap shown complies with FEMA's basemap accuracy standards. The flood hazard information is derived directly from the authoritative NFHL web services provided by FEMA. This map was exported on 2/5/2024 at 11:17 AM and does not reflect changes or amendments subsequent to this date and time. The NFHL and effective information may change or become superseded by new data over time. This map image is void if the one or more of the following map elements do not appear: basemap imagery, flood zone labels, legend, scale bar, map creation date, community identifiers, FIRM panel number, and FIRM effective date. Map images for unmapped and unmodernized areas cannot be used for regulatory purposes.

# TOPOGRAPHY MAP

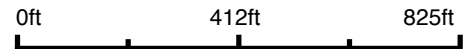
## TRACT 1



©2024 AgriData, Inc.



Source: USGS 10 meter dem  
Interval(ft): 3.0  
Min: 357.0  
Max: 422.6  
Range: 65.6  
Average: 392.6  
Standard Deviation: 16.27 ft



1/9/2024

Wood County  
Texas



Boundary Center: 32° 38' 30.97, -95° 26' 26.42

# COUNTY TAX INFORMATION

## TRACT 1

Printed: 01/26/2024 14:34:19 PM



Official Tax Receipt  
Wood County, TX  
220 S. Stephens St.  
Quitman, 75783  
--Online Receipt--

Trans No	Map Code	Property ID & District Description	Original Due	Interest & Penalty	Amount Due	Amount Paid	Transaction Balance
2023-	R16773		\$1,714.23	\$0.00 Fees: \$0.00	\$0.00	\$1,714.23	\$0.00
<b>Totals:</b>			<b>\$1,714.23</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$1,714.23</b>	<b>\$0.00</b>

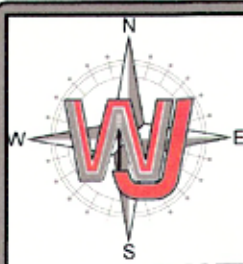
Paid Date: 01/22/2024

Charge Amount: \$1,714.23

SCHLOSS MESHELL



Scan this code with your mobile phone to view this bill



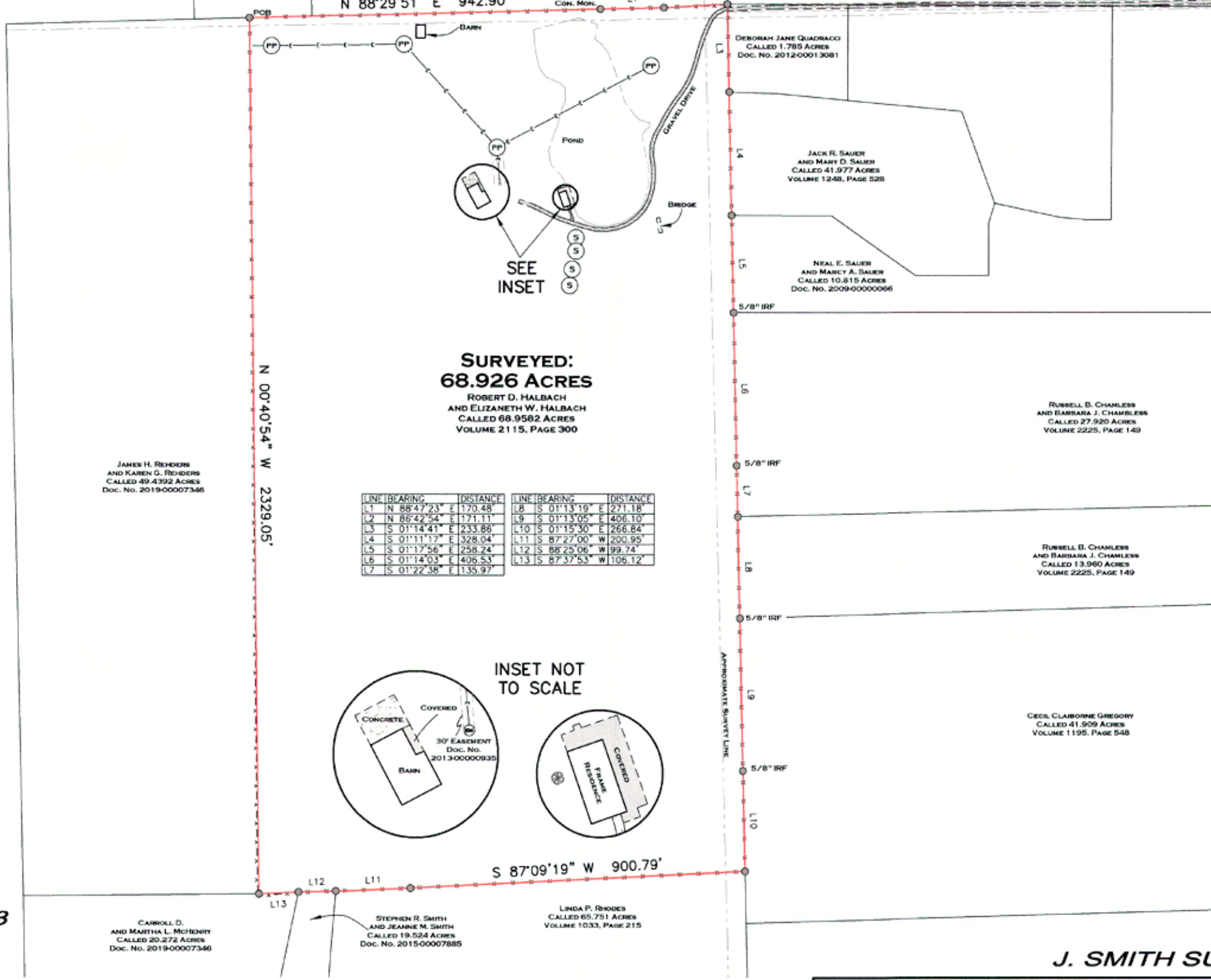
### I. IVEY SURVEY, A-324

### W.B. STONE SURVEY, A-536

TRACT TWO  
GUY ANTHONY WAGGONER  
AND CYNTHIA DENISE  
WAGGONER  
CALLED 11.548 ACRES  
DOC. NO. 2013-00008612

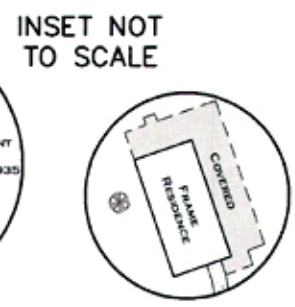
TRACT ONE  
GUY ANTHONY WAGGONER  
AND CYNTHIA DENISE WAGGONER  
CALLED 43.355 ACRES  
DOC. NO. 2013-00008612

LINDA L. HEDELBERG  
CALLED 31 ACRES  
VOLUME 732, PAGE 66



**SURVEYED:  
68.926 ACRES**  
ROBERT D. HALBACH  
AND ELIZANETH W. HALBACH  
CALLED 68.9582 ACRES  
VOLUME 2115, PAGE 300

LINE	BEARING	DISTANCE	LINE	BEARING	DISTANCE
L1	N 88°47'23" E	170.48'	L8	S 01°13'19" E	271.18'
L2	N 86°42'54" E	171.11'	L9	S 01°13'05" E	406.10'
L3	S 01°14'41" E	233.86'	L10	S 01°15'30" E	266.84'
L4	S 01°11'17" E	328.04'	L11	S 87°27'00" W	200.95'
L5	S 01°17'56" E	258.24'	L12	S 88°25'06" W	99.74'
L6	S 01°14'03" E	406.53'	L13	S 87°37'53" W	106.12'
L7	S 01°22'38" E	135.97'			



JAMES H. REIDERS  
AND KAREN G. REIDERS  
CALLED 49.4392 ACRES  
DOC. NO. 2019-00007346

RUBELL B. CHAMLESS  
AND BARBARA J. CHAMLESS  
CALLED 27.920 ACRES  
VOLUME 2225, PAGE 149

RUBELL B. CHAMLESS  
AND BARBARA J. CHAMLESS  
CALLED 13.960 ACRES  
VOLUME 2225, PAGE 149

CECIL CLAIBORNE GREGORY  
CALLED 41.909 ACRES  
VOLUME 1195, PAGE 548

CARROLL D.  
AND MARTHA L. McIDNEY  
CALLED 20.272 ACRES  
DOC. NO. 2019-00007346

STEPHEN R. SMITH  
AND JEANNE M. SMITH  
CALLED 19.524 ACRES  
DOC. NO. 2015-00007885

LINDA P. RHODES  
CALLED 65.751 ACRES  
VOLUME 1033, PAGE 215

### J. SMITH SURVEY, A-546

### I. IVEY SURVEY, A-323

STEWART TITLE, INC.  
GF No. 400903  
SCHEDULE B ITEMS:  
ALL VISIBLE AND APPARENT EASEMENTS ARE SHOWN.  
NO PORTION OF THIS PROPERTY LIES WITHIN THE BOUNDARIES OF ANY ROADWAY.  
EASEMENT/RIGHT-OF-WAY TO WOOD COUNTY ELECTRIC COOPERATIVE, INC., CLERK'S  
FILE No. 2013-00000935, (SHOWN)  
EASEMENT/RIGHT-OF-WAY TO TEXAS COMMISSION ENVIRONMENTAL QUALITY,  
CLERK'S FILE No. 2013-00007420, (DOES AFFECT)  
EASEMENT/RIGHT-OF-WAY TO T.R. ENGLISH, VOLUME 775, PAGE 333, (DOES AFFECT)

NOTE: BEARINGS ARE BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, TEXAS NORTH CENTRAL ZONE 4202, N.A.D. 1983.  
I, CASEY JORDAN, DO HEREBY STATE THAT THIS PLAT REPRESENTS AN ON THE GROUND SURVEY MADE UNDER MY DIRECT SUPERVISION ON APRIL 21ST, 2021.



- ☉/☉ = COTTON SPINDLE FOUND/SET
- /● = 1/2" IRON ROD FOUND/SET
- FENCE - x - x - x - x - x - x - x - x - x - x - x - x - x - x - x - x
- OVERHEAD ELECTRIC LINE -
- WM = WATER METER
- PP = POWER POLE
- MH = MANHOLE
- GM = GAS METER
- EM = ELECTRIC METER
- T = TELE. PEDESTAL
- ⊗ = IRRIGATION VALVE
- ⊗ = WATER VALVE
- C = CABLE BOX/PEDESTAL
- S = SEPTIC LID/EQUIPMENT
- PROP = PROPANE TANK
- ⊗ = AIR CONDITIONER

**SURVEYED 68.926 ACRES**  
**CR 2700**  
**MINEOLA, TEXAS**

**WALKER, WARREN, & JORDAN**  
SURVEYING & MAPPING  
**W**  
10819 US HWY 69 N  
TYLER, TX 75706  
903-534-9000  
SPELS FIRM NO. 10025300

PROJECT MANAGER: BLOCKER	PREPARED BY: C.D.B. ON APRIL 14TH, 2021
ADDRESS: 2050 CR 2700	JOB NO: 21-0461
CITY/COUNTY: MINEOLA, WOOD CO.	200 0 200
SURVEY/ABSTRACT NO.: AS SHOWN	SCALE: 1" = 200'
SUBDIVISION: N/A	
LOT/BLOCK NO.: N/A	
CLIENT: MICHELL SCHLOSS	



# LEGAL DESCRIPTION

## TRACT 1

WALKER, WARREN, & JORDAN SURVEYING & MAPPING - 10819 HWY 69 N, TYLER, TX 75706 - TBELS No: 10025300



**SURVEYED 68.926 ACRES**

**I. IVEY SURVEY, A-324**

**I. IVEY SURVEY, A-323**

**W.B. STONE SURVEY, A-536**

**J. SMITH SURVEY, A-546**

**WOOD COUNTY, TEXAS**

**J21-0461**

**April 15th, 2021**

**Field Note** description for a 68.926 acre tract being located in the I. IVEY Survey, Abstract No. 324, I. IVEY SURVEY, Abstract No. 323, W.B. STONE Survey, Abstract No. 536, and J. SMITH Survey, Abstract No. 546, all being in Wood County, Texas, and being all of a called 68.9582 acre tract conveyed to Robert D. Halbach and Elizabeth W. Halbach as described and recorded in Volume 2115, Page 300 of the Named Records Wood County, Texas. Said 68.926 acre tract to be more particularly described as follows.

*Bearings are based on the State Plane Coordinate System, Texas North Central Zone 4202, N.A.D. 1983.*

**BEGINNING** at a 1/2" Iron Rod found for the Northwest corner of herein described tract, same being the Northwest corner of said 68.9582 acre tract, same being the Northeast corner of a called 49.4392 acre tract of land conveyed to James H. Rehders and Karen G. Rehders as described and recorded in the Official Public Records of Wood County, Texas, same being in the South line of a called 11.548 acre tract of land a.k.a (Tract Two) conveyed to Guy Anthony Waggoner and Cynthia Denise Waggoner as described and recorded in Document Number 2013-00008612 of the Named Records of Wood County, Texas;

**THENCE** North 88 deg. 29 min. 51 sec. East along the South line of said 11.548 acre tract and the South line of a called 43.355 acre tract of land a.k.a (Tract One) conveyed to Guy Anthony Waggoner and Cynthia Denise Waggoner as described and recorded in Document Number 2013-00008612 a distance of 942.90 feet to a Concrete Monument found for an angle break of herein described tract;

**THENCE** North 88 deg. 47 min. 23 sec. East along the South line of said 43.355 acre tract (Tract One) a distance of 170.48 feet to a 1/2" Iron Rod found for an angle break of herein described tract;

**THENCE** North 86 deg. 42 min. 54 sec. East continuing along said South line a distance of 171.11 feet to a 1/2" Iron Rod found for the Northeast corner of herein described tract, same being the Southeast corner of said 43.355 acre tract, same being the Northeast corner of said 68.9582 acre tract, same being the Southwest corner of a called 30 acre tract of land conveyed to Linda L. Heidelberg as described and recorded in Volume 732, Page 66 of the Deed Records of Wood County, Texas, same being the Northwest corner of a called 1.785 acre tract of land conveyed to Deborah Jane Quadracci as described and recorded in Document Number 2012-00013081 of the Named Records of Wood County, Texas;

**THENCE** South 01 deg. 14 min. 41 sec. East along the West line of said 1.785 acre tract a distance of 233.86 feet to a 1/2" Iron Rod found for an angle break of herein described tract, same being the Southwest corner of said 1.785 acre tract, same being a corner of a called 41.977 acre tract of land conveyed to Jack R. Sauer and Mary D. Sauer as described and recorded in Volume 1248, Page 528 of the Real Property Records of Wood County, Texas;

**THENCE** South 01 deg. 11 min. 17 sec. East along the West line of said 41.977 acre tract a distance of 328.04 feet to a 1/2" Iron Rod found for an angle break of herein described tract, same being the Northwest corner of a called 10.815 acre tract of land conveyed to Neal E. Sauer and Marcy Sauer as described and recorded in Document Number 2009-00000066 of the Named Records of Wood County, Texas, same being a corner of said 41.977 acre tract;

**THENCE** South 01 deg. 17 min. 56 sec. East along the West line of said 10.815 acre tract a distance of 258.24 feet to a 5/8" Iron Rod found for an angle break of herein described tract, same being the Southwest corner of said 10.815 acre tract, same being the Northwest corner of a called 27.920 acre tract of land conveyed to Russell B.

# LEGAL DESCRIPTION

## TRACT 1

**SURVEYED 68.926 ACRES**  
**I. IVEY SURVEY, A-324**  
**I. IVEY SURVEY, A-323**  
**W.B. STONE SURVEY, A-536**  
**J. SMITH SURVEY, A-546**  
**WOOD COUNTY, TEXAS**  
**J21-0461**

Chamless and Barbara J. Chambless as described and recorded in Volume 2225, Page 149 of the Named Records of Wood County, Texas;

**THENCE** South 01 deg. 14 min. 03 sec. East along the West line of said 27.920 acre tract a distance of 406.53 feet to a 5/8" Iron Rod found for an angle break of herein described tract;

**THENCE** South 01 deg. 22 min. 38 sec. East along the West line of said 27.920 acre tract a distance of 135.97 feet to a 1/2" Iron Rod found for an angle break of herein described tract, same being the Southwest corner of said 27.920 acre tract, same being the Northwest corner of a called 13.960 acre tract of land conveyed to Russell B. Chamless and Barbara J. Chambless as described and recorded in Volume 2225, Page 149 of the Named Records of Wood County, Texas;

**THENCE** South 01 deg. 13 min. 19 sec. East along the West line of said 13.960 acre tract a distance of 271.18 feet to a 5/8" Iron Rod found for an angle break of herein described tract, same being the Northwest corner of a called 41.909 acre tract of land conveyed to Cecil Claiborne Gregory as described and recorded in Volume 1195, Page 548 of the Real Property Records of Wood County, Texas;

**THENCE** South 01 deg. 13 min. 05 sec. East along the West line of said 41.909 acre tract a distance of 406.10 feet to a 5/8" Iron Rod found for an angle break of herein described tract;

**THENCE** South 01 deg. 15 min. 30 sec. East along the West line of said 41.909 acre tract a distance of 266.84 feet to a 1/2" Iron Rod found for the Southeast corner of herein described tract, same being the Northeast corner of a called 65.751 acre tract of land conveyed to Linda P. Rhodes as described and recorded in Volume 1033, Page 215 of the Real Property Records of Wood County, Texas;

**THENCE** South 87 deg. 09 min. 19 sec. West along the North line of said 65.751 acre tract a distance of 900.79 feet to a 1/2" Iron Rod found for an angle break of herein described tract;

**THENCE** South 87 deg. 27 min. 00 sec. West along the North line of said 65.751 acre tract a distance of 200.95 feet to a 1/2" Iron Rod found for an angle break of herein described tract, same being the Northeast corner of a called 19.524 acre tract of land conveyed to Stephen R. Smith and Jeanne M. Smith as described and recorded in Document Number 2015-00007885 of the Official Public Records of Wood County, Texas;


**THENCE** South 88 deg. 25 min. 06 sec. West along the North line of said 19.524 acre tract a distance of 99.74 feet to a 1/2" Iron Rod found for an angle break of herein described tract, same being the Northwest corner of said 19.524 acre tract, same being the Northeast corner of a called 20.272 acre tract of land conveyed to Carrol D. and Martha I. McHenry as described and recorded Document Number 2019-00007346 of the Official Public Records of Wood County, Texas;

**THENCE** South 87 deg. 37 min. 53 sec. West along the North line of said 20.272 acre tract a distance of 106.12 feet to a 1/2" Iron Rod found for the Southwest corner of herein described tract, same being the Southeast corner of said 49.4392 acre tract;

**THENCE** North 00 deg. 40 min. 54 sec. West along the East line of said 49.4392 acre tract a distance of 2329.05 feet to the **POINT OF BEGINNING AND CONTAINING 68.926 ACRES OF LAND.**

**NOTE:** This tract is accessed from a 20 foot access easement containing 0.5969 acres as described and recorded in Volume 2115, Page 300 of the Named Records of Wood County, Texas.

*I, Casey Jordan, do hereby state that these Field Notes represent an on the ground survey made under my supervision in April, 2021, and is being submitted along with a Plat of said tract herein described.*

  
Casey Jordan  
Registered Professional Land Surveyor  
State of Texas No. 6789



# WATER LINE TRACT 1 - IMPROVEMENTS

## Triple G Plumbing

P.O. Box 624  
Mineola, Texas 75773  
903-569-7286  
R.M.P. County Grant M42955

CUSTOMER ORDER NO. _____		PHONE <u>719-221-4476</u>	DATE <u>8-31-21</u>
NAME <u>Mishell Schloss / Conant Light LLC</u>			
ADDRESS <u>2050 CR 276</u> <u>Mineola Tx</u>			
SOLD BY <u>TJB</u>	CASH	C.O.D.	CHEQUE
	ON ACCT	MOSE. RETD.	PAID OUT
QTY	DESCRIPTION	PRICE	AMOUNT
	<u>est to Run approx 300' of 1 1/2"</u>		
	<u>PVC water line from well to existing</u>		
	<u>new yard service with RPZ due</u>		
	<u>to Municipal water main</u>		<u>\$7200</u>
	<u>est to Run water and Cap Municipal</u>		
	<u>water line without RPZ Meter will</u>		
	<u>need to be removed</u>		<u>\$6200</u>
Thank You Julie B. 903-638-9206		estimate Job done + paid by <u>OK To Go.</u>	
TAX			
TOTAL			

X Signature \_\_\_\_\_

Texas State Board of Plumbing Examiners  
929 East 41st St. P.O. Box 4200, Austin, TX 78765  
800-845-6584

**THANK YOU!**

All Claims and returned goods must be accompanied by this bill.



# WATER LINE TRACT 1 - IMPROVEMENTS

**RAMIREZ SERVICES, LLC**  
 P.O. BOX 892  
 MINEOLA, TX 75773  
 (903) 369-6877  
 TACLB012535E

**Goodman**  
 8/31/21  
 DATE CHECKED  
 DATE SCHEDULED

QUANTITY	ITEM OR PART DESCRIPTION	PRICE	AMOUNT	
<b>DESCRIPTION OF WORK</b>				
95 ft PVC underground w/ 2 THAN #8, #10 4x4 TUBE, RIGID NIPPLE w/ cockring 5.5 ft 3/2" Tee Square D HOM 2p40				
ESTIMATE				
Good for 30 days				
Paid 9-8-21				
Baker				
TOTAL PARTS → \$				
<b>MATERIALS</b>				
<b>REFRIGERANT ADDED</b>				
QTY	ITEM	UNIT	AMOUNT	REMARKS
	FILTERS	X X		
	FILTERS	X X		
	BELTS			
	OTHER			
<b>TOTAL MATERIALS</b>				\$
I HAVE THE AUTHORITY TO ORDER THE ABOVE WORK AND DO SO ORDER AS OUTLINED ABOVE. IT IS AGREED THAT THE SELLER WILL RETAIN TITLE TO ANY EQUIPMENT OR MATERIAL FURNISHED UNTIL FINAL & COMPLETE PAYMENT IS MADE, AND IF SETTLEMENT IS NOT MADE AS AGREED, THE SELLER SHALL HAVE THE RIGHT TO REMOVE SAME AND THE SELLER WILL BE HELD HARMLESS FOR ANY DAMAGES RESULTING FROM THE REMOVAL THEREOF.	SUB-TOTAL \$ 2300 TAX \$ TRIP CHARGE \$ <b>TOTAL AMOUNT DUE \$ 2300</b>			
TECH SIGNATURE: <b>Chris 24900473</b>	AUTHORIZED SIGNATURE: _____ ABOVE ORDERED WORK HAS BEEN COMPLETED AND I ACKNOWLEDGE RECEIPT OF MY COPY.			
OWNER'S INITIALS: _____ ACCEPTED DATE: _____	TOTAL AMOUNT DUE: <b>\$ 2300</b> DATE: <b>1/1</b>			

# WELL INVOICE

## TRACT 1 - IMPROVEMENTS



JACKSON DISTRIBUTORS

431 CR 862  
CUSHING, TX 75760

936-326-4797 Fax # 936-326-9330

### Invoice

Date	Invoice #
6/17/2021	17672

Bill To
Eric Wolory Mesbelle Schloss Emerald Light LLC 18955 Forest Lane Flint, TX 75762

*Water Well Drilling & Supplies  
Pump Sales, Installation & Repair  
Custom Built Control Systems*

*Serving East Texas for over 30 Years*

		Terms	P.O. Number
Quantity	Description	Price Each	Amount
920	4 1/2" Water Well	20.00	18,400.00
1	7.5HP 455-75-15 PEO	3,310.44	3,310.44
1	7.5HP 3ph 230V Motor	2,011.70	2,011.70
1	7.5HP Yaskawa VFD Drive	2,125.28	2,125.28
1	Transducer	211.47	211.47
1	ESGAI Pressure Tank	850.21	850.21
400	2" SCH80 PVC Pipe W/ SS Couplings	2.60	1,040.00
410	6/3 WJ Wire	3.99	1,635.90
	Misc. Fittings & Electrical	400.00	400.00
	Labor To Install	300.00	300.00
	Total Goods & Services		30,283.00
	Sales Tax	8.25%	980.51

**WE APPRECIATE YOUR BUSINESS!!**

**Total** \$31,263.51

Regulated by:  
Texas Department of Licensing and Regulation  
P.O. Box 12157  
Austin, TX 78711  
1-800-405-9202, 512-463-7880

Past due accounts will bear interest at the maximum legal rate allowable. Additional 20% for all accounts referred to attorney. No unauthorized returns. Claims must be made upon receipt of goods.

# WELL REPORT

## TRACT 1 - IMPROVEMENTS

### STATE OF TEXAS WELL REPORT for Tracking #578425

Owner:	Eric Wollery	Owner Well #:	1
Address:	18955 Forest Ln Flint, TX 75762	Grid #:	34-21-8
Well Location:	2050 CR 2700 Mineola, TX 75773	Latitude:	32° 38' 23.4" N
Well County:	Wood	Longitude:	095° 25' 16.2" W
Type of Work:	New Well	Elevation:	420 ft. above sea level
		Proposed Use:	Domestic

Drilling Start Date: 6/5/2021      Drilling End Date: 6/7/2021

	Diameter (in.)	Top Depth (ft.)	Bottom Depth (ft.)
Borehole:	8.5	0	920

Drilling Method: Mud (Hydraulic) Rotary

Borehole Completion: Under-reamed

	Top Depth (ft.)	Bottom Depth (ft.)	Description (number of sacks & materials)
Annular Seal Data:	0	10	Cement 6 Bags/Sacks
	800	830	Cement 12 Bags/Sacks

Seal Method: Poured

Sealed By: Driller

Distance to Property Line (ft.): No Data

Distance to Septic Field or other concentrated contamination (ft.): No Data

Distance to Septic Tank (ft.): No Data

Method of Verification: No Data

Surface Completion: Surface Sleeve Installed

Surface Completion by Driller

Water Level: 290 ft. below land surface on No Data

Packers: No Data

Type of Pump: Submersible

Pump Depth (ft.): 400

Well Tests: Pump      Yield: 35 GPM

# WELL REPORT

## TRACT 1 - IMPROVEMENTS

Water Quality:      Strata Depth (ft.)      Water Type

   910 - 915                              good

Chemical Analysis Made:      No

Did the driller knowingly penetrate any strata which contained injurious constituents?      No

Certification Data:      The driller certified that the driller drilled this well (or the well was drilled under the driller's direct supervision) and that each and all of the statements herein are true and correct. The driller understood that failure to complete the required items will result in the report(s) being returned for completion and resubmittal.

Company Information:      Jackson Distributors  
   No Data

Driller Name:      Casey Tubbe                              License Number:      60608

Comments:      No Data

**Lithology:**  
**DESCRIPTION & COLOR OF FORMATION MATERIAL**

Top (ft.)	Bottom (ft.)	Description
0	10	sand
10	55	shale
55	70	sand
70	110	clay
110	125	sandy shale
125	130	sand
130	150	shale
150	155	sand
155	170	shale
170	173	white sand
173	200	shale
200	225	sandy shale
225	310	shale
310	330	grey sand
330	430	shale
430	490	white sand
490	515	shale
515	535	sand

**Casing:**  
**BLANK PIPE & WELL SCREEN DATA**

Dia (in.)	Type	Material	Slot/Gage	Top (ft.)	Bottom (ft.)
4.5	Blank	New Plastic (PVC)		0	830
2	Blank	New Plastic (PVC)		800	830
2	Screen	New Plastic (PVC)	0.012	830	845
2	Blank	New Plastic (PVC)		845	860
2	Screen	New Plastic (PVC)	0.012	860	900
2	Blank	New Plastic (PVC)		900	920

# WELL REPORT

## TRACT 1 - IMPROVEMENTS

535	580	shale/lignite
580	605	clay
605	630	shale
630	660	grey sand
660	662	sand
662	690	clay
690	760	shale
760	765	sand
765	770	shale
770	775	sand
775	830	shale/lignite
830	845	sand
845	860	shale W/ sand
860	900	sand
900	910	shale
910	915	sand
915	920	shale

**IMPORTANT NOTICE FOR PERSONS HAVING WELLS DRILLED CONCERNING CONFIDENTIALITY**

TEX. OCC. CODE Title 12, Chapter 1901.251, authorizes the owner (owner or the person for whom the well was drilled) to keep information in Well Reports confidential. The Department shall hold the contents of the well log confidential and not a matter of public record if it receives, by certified mail, a written request to do so from the owner.

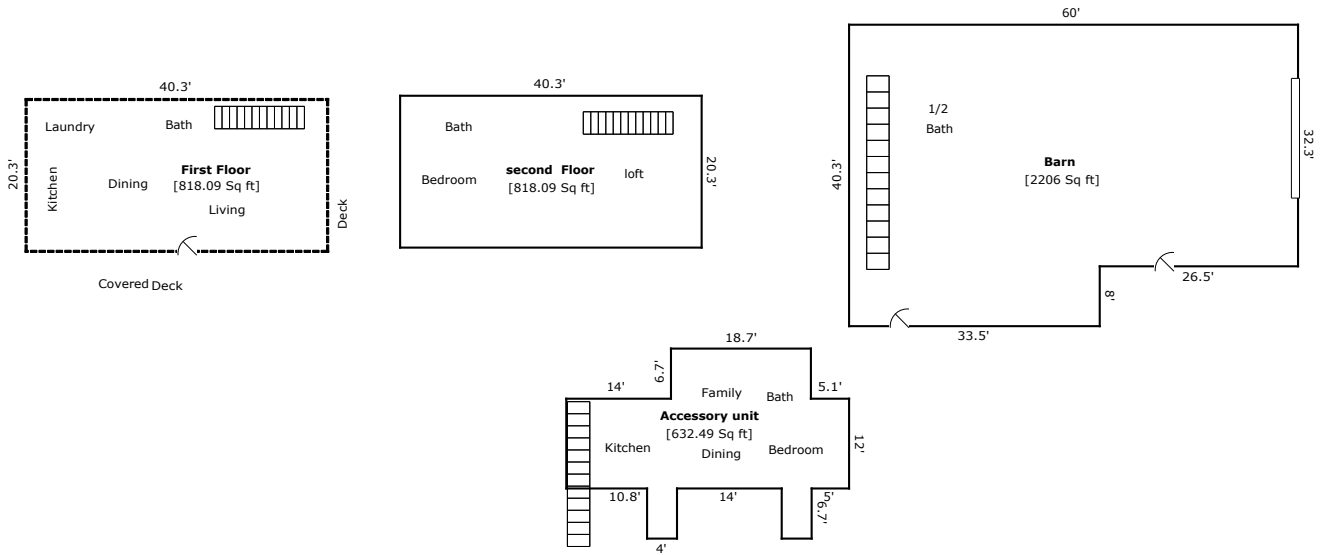
Please include the report's Tracking Number on your written request.

Texas Department of Licensing and Regulation  
P.O. Box 12157  
Austin, TX 78711  
(512) 334-5540



# SQUARE FOOTAGE MAP

## TRACT 1



TOTAL Sketch by a la mode

### Area Calculations Summary

Living Area		Calculation Details
First Floor	818.09 Sq ft	$20.3 \times 40.3 = 818.09$
second Floor	818.09 Sq ft	$40.3 \times 20.3 = 818.09$
<b>Total Living Area (Rounded):</b>	<b>1636 Sq ft</b>	
Non-living Area		Calculation Details
Barn	2206 Sq ft	$40.3 \times 33.5 = 1350.05$ $26.5 \times 32.3 = 855.95$
Accessory unit	632.49 Sq ft	$4 \times 6.7 = 26.8$ $4 \times 6.7 = 26.8$ $18.7 \times 6.7 = 125.29$ $37.8 \times 12 = 453.6$

# SOLAR INTERCONNECT AGREEMENT TRACT 1

## ATTACHMENT B (DGI and Purchase Policy)

### AGREEMENT FOR INTERCONNECTION AND PARALLEL OPERATION OF MEMBER GENERATION FACILITY

This Interconnection Agreement ("Agreement") is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2024, by Wood County Texas Electric Cooperative, Inc., ("Cooperative"), a corporation organized under the laws of Texas, and \_\_\_\_\_ ("Member"), each hereinafter sometimes referred to individually as "Party" or both referred to collectively as the "Parties." In consideration of the mutual covenants set forth herein, the Parties agree as follows:

**1. Scope of Agreement** -- This Agreement is applicable to conditions under which the Cooperative and the Member agree that one or more generating facilities (described in Exhibit A) owned by the Member of 15.00 A/C kW or less, to be interconnected at .240 kV or less (the "Facility") may be interconnected to the Cooperative's electric power distribution system ("System").

The provisions of the Cooperative's Distributed Generation Interconnection and Purchase Policy (the "Policy") shall be considered to be a part of this Agreement.

#### **2. Interconnection Process.**

- a. *Facility Review Process.* The Member acknowledges and agrees that any review or acceptance of such plans, specifications and other information by the Cooperative shall not impose any liability on the Cooperative and does not guarantee the adequacy of the Member's equipment or the Facility to perform its intended function. The Cooperative disclaims any expertise or special knowledge relating to the design or performance of generating installations and does not warrant the efficiency, cost-effectiveness, safety, durability, or reliability of such Facility.

In the event it is necessary at the time of initial interconnection or at some future time for the Cooperative to modify electric delivery systems in order to serve the Member's Facility and/or purchase or continue to purchase the output of the Member's Facility, or because the quality of the power provided by the Facility adversely affects the Cooperative's delivery system, the Member shall: (1) pay the Cooperative in advance for all costs of modifications required for the interconnection of the Facility, (2) modify the Facility as needed, or (3) disconnect the Facility from the Cooperative's system.

- b. *Construction of Facilities and Interconnection.* Upon satisfactory completion of the review process and execution of required agreements as outlined in the Policy, the Cooperative will begin installation of the equipment and facilities, if any, necessary to interconnect the Facility to the Cooperative's System. After completion of interconnection requirements, and prior to initiation of service, the Cooperative will conduct a final inspection of the Facility. If the Cooperative determines that the results of the final inspection are satisfactory, as determined by the Cooperative in its sole discretion, the Cooperative will initiate service to the Member. If the results of the final review are deficient, as determined by the



# SOLAR INTERCONNECT AGREEMENT

## TRACT 1

Cooperative in its sole discretion, Member shall take all actions, at the Member's cost, to resolve such deficiency or withdraw its request for interconnection.

- c. **Establishment of Point of Interconnection** - The point where the electric energy first leaves the wires or facilities owned by the Cooperative and enters the wires or facilities provided by the Member is the "Point of Interconnection." Cooperative and the Member agree to interconnect the Facilities at the Point of Interconnection in accordance with the Policy relating to interconnection of the Facility (the "Rules") and as described in the attached Exhibit A. The interconnection equipment installed by the Member ("Interconnection Facilities") shall also be in accordance with the rules of the Cooperative.

**3. Quality of Service.** The Facility shall generate power at the nominal voltage of the Cooperative's system at the Member's delivery point as defined by ANSI C84.1 Range A. The Facility shall also be required to generate power at a frequency within the tolerances as defined by IEEE 1547. Member's Facility shall produce power at a minimum power factor of at least 95% or shall use power factor correction capacitors to ensure at least a 95% power factor. The Facility shall be in accordance with the power quality limits specified in IEEE 519. The overall quality of the power provided by the Facility including, but not limited to, the effects of harmonic distortion, voltage regulation, voltage flicker, switching surges and power factor, will be such that the Cooperative system is not adversely affected in any manner.

In the event that the adverse effects are caused in whole or in part by the Facility, the Cooperative may elect, in its sole discretion, (1) to require that the Member correct, within 30 days of receipt of notice from the Cooperative, the cause of such effects, or (2) elect to make the correction itself, and invoice Member for all costs associated with such correction, which Member shall pay within 30 days of receipt of the invoice.

**4. Responsibilities of Cooperative and Member for Installation, Operation and Maintenance of Facilities** - The Member will, at its own cost and expense, operate, maintain, repair, and inspect, and shall be fully responsible for, its Facilities, unless otherwise specified on Exhibit A. The Member shall conduct operations of its Facilities in compliance with all aspects of the Rules, and Cooperative shall conduct operations of its electric distribution facilities in compliance with all aspects of the Rules, or as further described and mutually agreed to in the applicable Facilities Schedule. Maintenance of Interconnection Facilities shall be performed in accordance with the applicable manufacturers' recommended maintenance schedule. The Member agrees to cause its Interconnection Facilities to be constructed in accordance with specifications equal to or better than those provided by the National Electrical Safety Code and the National Electrical Code, both codes approved by the American National Standards Institute, in effect at the time of construction.

The Member covenants and agrees to cause the design, installation, maintenance, and operation of, its Interconnection Facilities so as to reasonably minimize the likelihood of a malfunction or other disturbance, damaging or otherwise affecting or impairing the System. The Member shall comply with all applicable laws, regulations, zoning codes, building codes, safety rules and environmental restrictions applicable to the design, installation and operation of its Facilities.

Cooperative will notify the Member if there is evidence that the Facilities' operation causes disruption or deterioration of service to other Member(s) served from the System or if the

# SOLAR INTERCONNECT AGREEMENT

## TRACT 1

Facilities' operation causes damage to the System. The Member will notify the Cooperative of any emergency or hazardous condition or occurrence with the Member's Facilities, which could affect safe operation of the System.

**5. Safety Disconnect Switch.** The Member shall pay the full cost of the installation of a visible load break disconnect switch with specifications acceptable to the Cooperative at its sole discretion. The switch will be located so as to be readily accessible to Cooperative personnel in a location acceptable to the Cooperative. The switch shall be a type that can be secured in an open position by a lock owned by the Cooperative. If the Cooperative has locked the disconnect switch open, the Member shall not operate or close the disconnect switch. The Cooperative shall have the right to lock the switch open when, in the judgment of the Cooperative:

- (1) It is necessary to maintain safe electrical operating and/or maintenance conditions,
- (2) The Facility adversely affects the Cooperative system, or
- (3) There is a system emergency or other abnormal operating condition warranting disconnection.

The Cooperative reserves the right to operate the disconnect switch for the protection of the Cooperative system even if it affects the Member's Facility. In the event the Cooperative opens and/or closes the disconnect switch:

- (1) The Cooperative shall not be responsible for energization or restoration of parallel operation of the Facility.
- (2) The Cooperative will make reasonable efforts to notify the Member.

The Member will not bypass the disconnect switch at any time for any reason.

Signage may be required by the Cooperative at the Member's expense and located at the disconnect indicating the purpose of the switch along with contact names and numbers of both the Member and the Cooperative.

**6. Operator in Charge** - The Cooperative and the Member shall each identify an individual (by name or title) who will perform as "Operator in Charge" of the facilities and their section of the Interconnection Facilities. This individual must be familiar with this Agreement as well as provisions of other agreements and any regulations that may apply.

### **7. Limitation of Liability and Indemnification**

- a. NOTWITHSTANDING ANY OTHER PROVISION IN THIS AGREEMENT, WITH RESPECT TO THE COOPERATIVE'S PROVISION OF ELECTRIC SERVICE TO THE MEMBER AND THE SERVICES PROVIDED BY THE COOPERATIVE PURSUANT TO THIS AGREEMENT, COOPERATIVE'S LIABILITY TO THE MEMBER SHALL BE LIMITED AS SET FORTH IN THE COOPERATIVE'S TARIFFS AND TERMS AND CONDITIONS FOR ELECTRIC SERVICE, WHICH ARE INCORPORATED HEREIN BY REFERENCE.
- b. NEITHER COOPERATIVE NOR THE MEMBER SHALL BE LIABLE TO THE OTHER FOR DAMAGES, INCLUDING CONSEQUENTIAL DAMAGES, FOR

# SOLAR INTERCONNECT AGREEMENT

## TRACT 1

ANY ACT OR OMISSION THAT IS BEYOND SUCH PARTY'S CONTROL, INCLUDING, BUT NOT LIMITED TO, ANY EVENT THAT IS A RESULT OF AN ACT OF GOD, LABOR DISTURBANCE, ACT OF THE PUBLIC ENEMY, WAR, INSURRECTION, RIOT, FIRE, STORM, FLOOD, EXPLOSION, BREAKAGE OR ACCIDENT TO ANY PART OF THE COOPERATIVE'S SYSTEM, INCLUDING MACHINERY OR EQUIPMENT OWNED BY THE COOPERATIVE, OR A CURTAILMENT, LAW, ORDER, REGULATION OR RESTRICTION BY GOVERNMENTAL, MILITARY, OR LAWFULLY ESTABLISHED CIVILIAN AUTHORITIES. ALL OTHER PROVISIONS NOTWITHSTANDING, IN NO EVENT SHALL THE COOPERATIVE BE LIABLE TO THE MEMBER FOR ANY INTEREST, LOSS OF ANTICIPATED REVENUE, EARNINGS, PROFITS, OR INCREASED EXPENSE OF OPERATIONS, LOSS BY REASON OF SHUTDOWN OR NON-OPERATION OF MEMBER'S PREMISES OR FACILITY FOR ANY INDIRECT, INCIDENTAL, OR CONSEQUENTIAL, PUNITIVE OR EXEMPLARY DAMAGES ARISING OUT OF OR RELATED, IN WHOLE OR PART, TO THIS AGREEMENT. THE COOPERATIVE SHALL NOT BE LIABLE IN ANY EVENT FOR CONSEQUENTIAL DAMAGES.

- c. NOTWITHSTANDING PARAGRAPH 5.B OF THIS AGREEMENT, THE MEMBER SHALL ASSUME ALL LIABILITY FOR, AND SHALL INDEMNIFY COOPERATIVE FOR, ANY CLAIMS, LOSSES, COSTS, AND EXPENSES OF ANY KIND OR CHARACTER TO THE EXTENT THAT THEY RESULT FROM THE MEMBER'S NEGLIGENCE OR OTHER WRONGFUL CONDUCT IN CONNECTION WITH THE DESIGN, CONSTRUCTION OR OPERATION OF THE FACILITIES OR INTERCONNECTION FACILITIES. SUCH INDEMNITY SHALL INCLUDE, BUT IS NOT LIMITED TO, FINANCIAL RESPONSIBILITY FOR (A) MONETARY LOSSES; (B) REASONABLE COSTS AND EXPENSES OF DEFENDING AN ACTION OR CLAIM; (C) DAMAGES RELATED TO DEATH OR INJURY; (D) DAMAGES TO PROPERTY; AND (E) DAMAGES FOR THE DISRUPTION OF BUSINESS. THIS PARAGRAPH DOES NOT CREATE A LIABILITY ON THE PART OF THE MEMBER TO THE COOPERATIVE OR A THIRD PERSON, BUT REQUIRES INDEMNIFICATION WHERE SUCH LIABILITY EXISTS.
- d. THE MEMBER SHALL INDEMNIFY THE COOPERATIVE AGAINST, AND HOLD THE COOPERATIVE HARMLESS FROM, ALL CLAIMS BY THIRD PARTIES FOR BOTH INJURIES TO PERSONS, INCLUDING DEATH RESULTING THEREFROM, AND DAMAGES TO PROPERTY OCCURRING UPON THE PREMISES OWNED OR OPERATED BY THE MEMBER ARISING DIRECTLY OR INDIRECTLY FROM THE FACILITY.
- e. Cooperative and the Member shall each be responsible for the safe installation, maintenance, repair and condition of their respective lines, wires, switches, or other equipment or property on their respective sides of the Point of Interconnection. The Cooperative, while retaining the right to inspect, does not assume any duty of inspecting the Member's lines, wires, switches, or other equipment or property and will not be responsible therefore. The Member assumes all responsibility for the

# SOLAR INTERCONNECT AGREEMENT

## TRACT 1

electric service supplied hereunder and the facilities used in connection therewith at or beyond the Point of Interconnection.

- f. For the mutual protection of the Member and the Cooperative, only with Cooperative prior written authorization are the connections between the Cooperative's service wires and the Member's service entrance conductors to be energized.
- g. THE MEMBER ACKNOWLEDGES AND AGREES THAT ANY REVIEW OR ACCEPTANCE BY THE COOPERATIVE OF MEMBER'S PLANS, SPECIFICATIONS AND OTHER INFORMATION, SHALL NOT IMPOSE ANY LIABILITY ON THE COOPERATIVE AND DOES NOT GUARANTEE THE ADEQUACY OF THE MEMBER'S EQUIPMENT OR THE FACILITY TO PERFORM ITS INTENDED FUNCTION. THE COOPERATIVE DISCLAIMS ANY EXPERTISE OR SPECIAL KNOWLEDGE RELATING TO THE DESIGN OR PERFORMANCE OF GENERATING INSTALLATIONS AND DOES NOT WARRANT THE EFFICIENCY, COST-EFFECTIVENESS, SAFETY, DURABILITY, OR RELIABILITY OF SUCH FACILITY.

**8. Design Reviews and Inspections** - The Member shall provide to the Cooperative the following documentation and inspection results:

- a. One-Line Diagram. The diagram shall include at a minimum, all major electrical equipment that is pertinent to understanding the normal and contingency operations of the Facility's Interconnection Facilities, including generators, switches, circuit breakers, fuses, protective relays and instrument transformers.
- b. Testing Records. Testing of protection systems shall be limited to records of compliance with standard acceptance procedures and by industry standards and practices. These records shall include testing at the start of commercial operation and periodic testing thereafter.

**9. Right of Access, Equipment Installation, Removal & Inspection** - The Cooperative may send an employee, agent or contractor to the premises of the Member at any time whether before, during or after the time the Facilities first produces energy to inspect the Interconnection Facilities, and observe the Facility's installation, commissioning (including any testing), startup, and operation.

At all times Cooperative shall have access to the Member's premises for any reasonable purpose in connection with the interconnection described in this Agreement, the Rules, or to provide service to its members.

**10. Confidentiality of Information** - Unless compelled to disclose by judicial or administrative process, or by other provisions of law or as otherwise provided for in this Agreement, the Member and the Cooperative will hold in confidence any and all documents and information furnished by the other Party in connection with this Agreement.

**11. Prudent Operation and Maintenance Requirements** - The Member shall operate and maintain its generation and interconnection facilities in accordance with industry standard

# SOLAR INTERCONNECT AGREEMENT

## TRACT 1

prudent electrical practices. The said standards shall be those in effect at the time the Member executes an interconnection agreement with the Cooperative.

**12. Disconnection of Unit** – The Member retains the option to disconnect its Facilities from the System, provided that the Member notifies the Cooperative of its intent to disconnect by giving the Cooperative at least thirty (30) days' prior written notice. Such disconnection shall not terminate this Agreement unless the Member exercises its rights under Section 13.

The Member shall disconnect Facilities from the System upon the effective date of any termination under Section 13.

Subject to the Rules, for routine maintenance and repairs on the System, Cooperative shall provide the Member with seven (7) business days' notice of service interruption.

Cooperative shall have the right to suspend service in cases where continuance of service to the Member will endanger persons or property. During the forced outage of the System serving the Member, Cooperative shall have the right to suspend service to effect repairs on the System, but the Cooperative shall use its efforts to provide the Member with reasonable prior notice.

**13. Metering** - Metering shall be accomplished as described in the Policy.

**14. Insurance** – Insurance shall be required as described in the Policy.

**15. Effective Term and Termination Rights** - This Agreement becomes effective when executed by both Parties and shall continue in effect until terminated. This agreement may be terminated as follows: (a) the Member may terminate this Agreement at any time by giving the Cooperative sixty days' written notice; (b) Cooperative may terminate upon failure by the Member to generate energy from the Facilities in parallel within six (6) months after completion of the interconnection; (c) either Party may terminate by giving the other Party at least thirty (30) days prior written notice that the other Party is in default of any of the terms and conditions of the Agreement or the Rules or any rate schedule, tariff, regulation, contract, or policy of the Cooperative, so long as the notice specifies the basis for termination and there is opportunity to cure the default; (d) Cooperative may terminate by giving the Member at least sixty (60) days notice in the event that there is a material change in an applicable law, or any requirement of the Cooperative's wholesale electric suppliers or any transmission utility, independent system operator or regional transmission organization having responsibility for the operation of any part of the System.

**16. Dispute Resolution** - Each party agrees to attempt to resolve any and all disputes arising hereunder promptly, equitably and in good faith. If a dispute arises under this Agreement that cannot be resolved by the parties within forty-five (45) working days after written notice of the dispute, the parties agree to submit the dispute to mediation by a mutually acceptable mediator. The Parties agree to participate in good faith in the mediation for thirty (30) days. If the parties are unsuccessful in resolving their dispute through mediation, then the parties shall submit to arbitration pursuant to the Commercial Arbitration Rules of the American Arbitration Association. The venue of such arbitration shall be Quitman, Wood County, Texas.

**17. Compliance with Laws, Rules and Tariffs** - Both the Cooperative and the Member Generation Owner/Operator shall be responsible for complying with all applicable laws, rules and

# SOLAR INTERCONNECT AGREEMENT

## TRACT 1

regulations, zoning ordinances, building ordinances, safety rules, and environmental restrictions, including but not limited to those of regional transmission organizations and independent system operators, the laws of the state of Texas, and the Policy and Tariffs, Rules and Regulations, By-Laws and other governing documents. In the event of a conflict between this Agreement and the Policy, the Policy shall govern. The interconnection and services provided under this Agreement shall at all times be subject to the terms and conditions set forth in the tariff schedules and rules of the Cooperative as applicable to the electric service provided by the Cooperative, which tariffs and rules are hereby incorporated into this Agreement by this reference. The Cooperative shall have the right to approve changes in rates, charges, classification, service or rule, in accordance with the Cooperative's By-Laws and applicable regulations, provided, however, the Parties agree that changes to the Policy may be made upon notice to the Member.

**18. Severability** -If any portion or provision of this Agreement is held or adjudged for any reason to be invalid or illegal or unenforceable by any court of competent jurisdiction, such portion shall be deemed separate and independent, and the remainder of this Agreement shall remain in full force and effect.

**19. Amendment** - This Agreement may be amended only upon mutual agreement of the Parties, which amendment will not be effective until reduced to writing and executed by the Parties.

**20. Entirety of Agreement and Prior Agreements Superseded** - This Agreement, including the Rules and all attached Exhibits and Facilities Schedules, which are expressly made a part hereof for all purposes, constitutes the entire agreement and understanding between the Parties with regard to the interconnection of the facilities of the Parties at the Points of Interconnection expressly provided for in this Agreement. The Parties are not bound by or liable for any statement, representation, promise, inducement, understanding, or undertaking of any kind or nature (whether written or oral) with regard to the subject matter hereof not set forth or provided for herein or in the Member application, or other written information provided by the Member in compliance with the Rules. It is expressly acknowledged that the Parties may have other agreements covering other services not expressly provided for herein, which agreements are unaffected by this Agreement.

**21. Force Majeure** -For the purposes of this Agreement, a Force Majeure event is any event: that is beyond the reasonable control of the affected party; and (b) that the affected party is unable to prevent or provide against by exercising reasonable diligence, including the following events or circumstances, but only to the extent that they satisfy the preceding requirements: acts of war, public disorder, rebellion or insurrection; floods, hurricanes, earthquakes, lightning, storms or other natural calamities; explosions or fires; strikes, work stoppages or labor disputes; embargoes; and sabotage. If a Force Majeure event prevents a party from fulfilling any obligations under this agreement, such party will promptly notify the other party in writing and will keep the other party informed on a continuing basis as to the scope and duration of the Force Majeure event. The affected party will specify the circumstances of the Force Majeure event, its expected duration and the steps that the affected party is taking to mitigate the effect of the event on its performance. The affected party will be entitled to suspend or modify its performance of obligations under this Agreement but will use reasonable efforts to resume its performance as soon as possible.

# SOLAR INTERCONNECT AGREEMENT

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**22. Assignment** - At any time during the term of this Agreement, the Member may assign this Agreement to a corporation, an entity with limited liability or an individual (the "Assignee"), provided that the Member obtains the written consent of the Cooperative in advance of the assignment. The Cooperative's consent will be based on a determination that the Assignee is financially and technically capable to assume ownership and/or operation of the Facility. The company or individual to which this Agreement is assigned will be responsible for the proper operation and maintenance of the unit, and will be bound to the terms of this Agreement.

**23. Permits, Fees and Approvals** - The Cooperative will have responsibility for the review, approval or rejection of the Facility's interconnection application. The approval process is intended to ensure that the implementation of the applicant's Facility will not adversely affect the safe and reliable operation of the Cooperative's System. The fees associated with the Application are listed in the Policy, most current fee schedule, or Rider established by the Cooperative. All fees are to be paid at time of the Application's submittal, unless other payment terms have been approved in advance by the Cooperative.

**24. Notices** - Notices given under this Agreement are deemed to have been duly delivered if hand delivered or sent by United States certified mail, return receipt requested, postage prepaid, to:

(a) If to Cooperative:

Wood County Electric Cooperative, Inc.  
Attn: System Engineer  
P.O. Box 1827  
Quitman, TX 75783

(b) If to Member Generation Owner/Operator:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

The above-listed names, titles, and addresses of either Party may be changed by written notification to the other, notwithstanding Section 17.

**25. Invoicing and Payment** - Invoicing and payment terms for services associated with this Agreement shall be consistent with applicable rules of the Cooperative.

**26. Limitations (No Third-Party Beneficiaries, Waiver, etc.)** - This Agreement is not intended to, and does not create, rights, remedies, or benefits of any character whatsoever in favor of any persons, corporations, associations, or entities other than the Parties, and the obligations herein assumed are solely for the use and benefit of the Parties. This Agreement may not be assigned by the Member without the prior written consent of the Cooperative as specified in Section 22. The failure of a Party to this Agreement to insist, on any occasion, upon strict performance of any provision of this Agreement will not be considered to waive the obligations, rights, or duties

# SOLAR INTERCONNECT AGREEMENT

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imposed upon the Parties. Waiver by a Party of any default by the other Party shall not be construed as a waiver of any other default, nor shall any delay by a Party in the exercise of any right under this Agreement be considered as a waiver or relinquishment thereof.

**27. Rules of Construction.** “Hereof,” “herein,” “hereunder” and similar words refer to this Agreement in its entirety. “Or” is not necessarily exclusive. The term “including” when used in this Agreement shall be by way of example only and shall not be considered in any way to be in limitation.

**28. Mutual Negotiation.** No term of this Agreement shall be construed in favor of, or against, a Party as a consequence of one Party having had a greater role in the preparation or drafting of this Agreement, but shall be construed as if the language were mutually drafted by both Parties with full assistance of counsel.

**29. Good Faith and Fair Dealing.** The Parties shall act reasonably and in accordance with the principles of good faith and fair dealing in the performance of this Agreement.

**30. No Joint Venture.** This Agreement shall not be interpreted to create an association, joint venture, or partnership between the Parties or to impose any partnership obligation or liability upon either Party. Neither Party shall have any right, power, or authority to enter into any agreement or undertaking for, or act on behalf of, or to act as an agent or representative of, the other Party. The duties, obligations and liabilities of the Parties are intended to be several and not joint or collective

**31. Headings -** The descriptive headings of the various articles and sections of this Agreement have been inserted for convenience of reference only and are to be afforded no significance in the interpretation or construction of this Agreement.

**32. Multiple Counterparts -** This Agreement may be executed in two or more counterparts, each of which is deemed an original but all constitute one and the same instrument.

**IN WITNESS WHEREOF,** the Parties have caused this Agreement to be signed by their respective duly authorized representatives.

Wood County Electric Cooperative, Inc.

[Member]

BY: \_\_\_\_\_

BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

DATE: \_\_\_\_\_



# SOLAR INTERCONNECT AGREEMENT

## TRACT 1

### EXHIBIT A

#### DESCRIPTION OF FACILITIES AND POINT OF INTERCONNECTION

Member will, at its own cost and expense, operate, maintain, repair, and inspect, and shall be fully responsible for its Facilities, unless otherwise specified on Exhibit A.

#### FACILITIES SCHEDULE NO.

[The following information is to be specified for each Point of Interconnection, if applicable]

1. Name: \_\_\_\_\_

2. Facilities location: \_\_\_\_\_

3. Delivery voltage: \_\_\_\_\_

4. Metering (voltage, location, losses adjustment due to metering location, and other:

\_\_\_\_\_

5. Normal Operation of Interconnection: \_\_\_\_\_

6. One line diagram attached (check one):/ \_\_\_\_\_ Yes / \_\_\_\_\_

7. Facilities to be furnished by Cooperative: \_\_\_\_\_

8. Facilities to be furnished by Member: \_\_\_\_\_

9. Cost Responsibility: \_\_\_\_\_

10. Control area interchange point (check one): / \_\_\_\_\_ Yes / \_\_\_\_\_ No

11. Supplemental terms and conditions attached (check one): / \_\_\_\_\_ Yes / \_\_\_\_\_ No

12. Cooperative rules for Facility interconnection attached (check one): / \_\_\_\_\_ Yes / \_\_\_\_\_  
No

Wood County Electric Cooperative, Inc.

[Member]

BY: \_\_\_\_\_

BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

DATE: \_\_\_\_\_

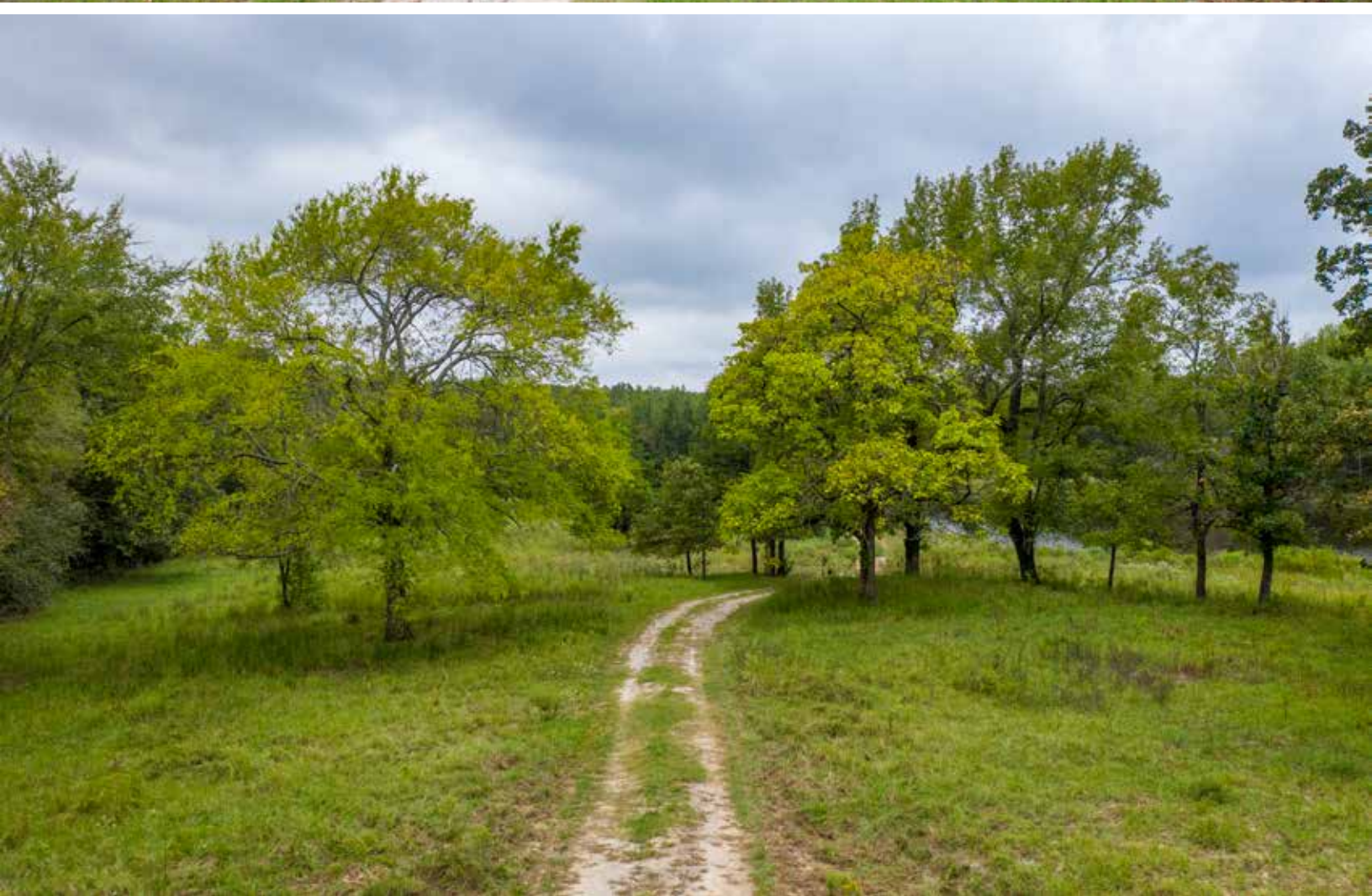


















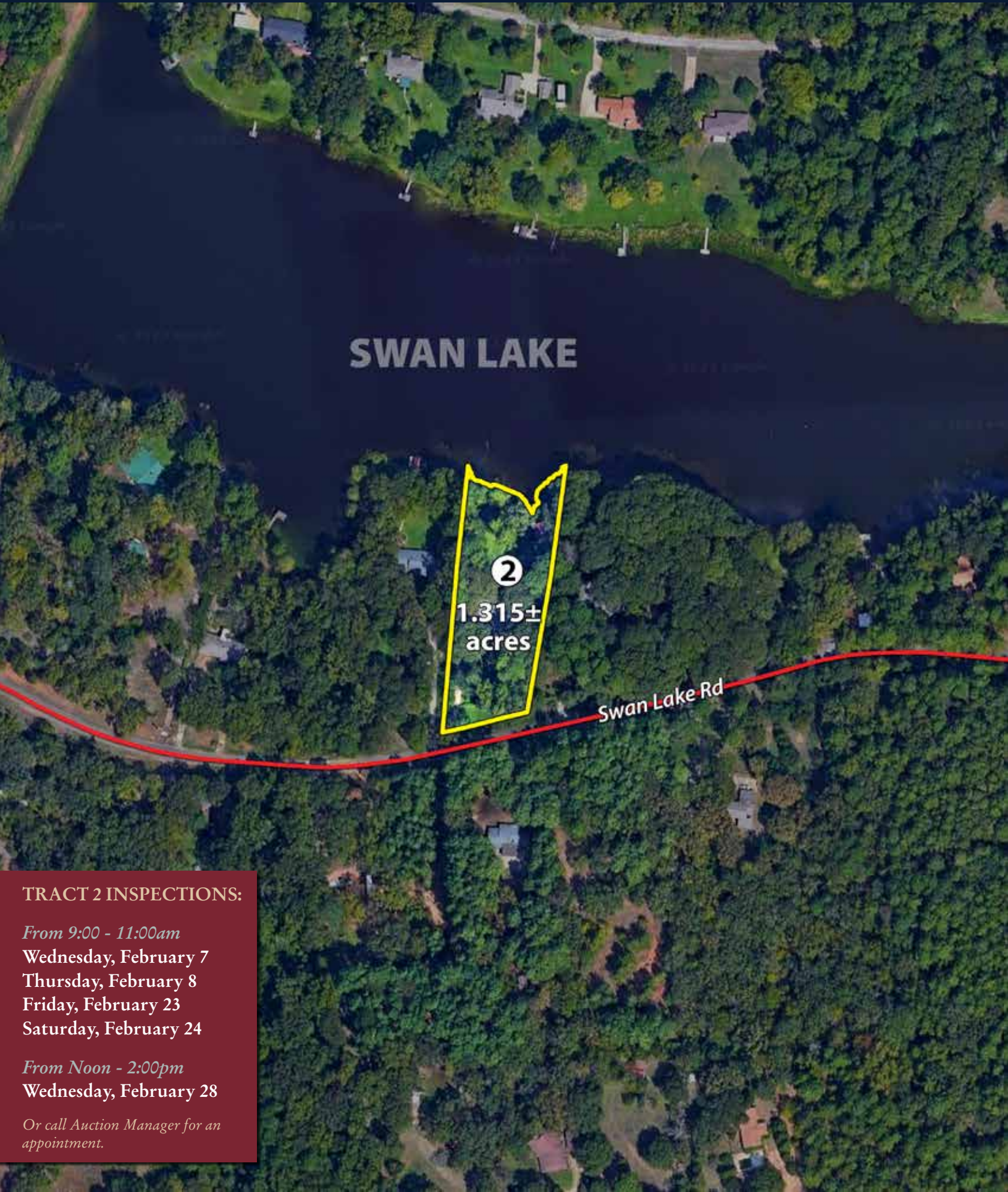


# TRACT 2



# TRACT MAP

## TRACT 2



SWAN LAKE

2

1.315±  
acres

Swan Lake Rd

### TRACT 2 INSPECTIONS:

*From 9:00 - 11:00am*

Wednesday, February 7

Thursday, February 8

Friday, February 23

Saturday, February 24

*From Noon - 2:00pm*

Wednesday, February 28

*Or call Auction Manager for an  
appointment.*

# COUNTY TAX INFORMATION

## TRACT 2



**GARY B. BARBER**  
**SMITH COUNTY**  
 P.O. BOX 2011  
 TYLER, TX 75710-2011  
 903-590-2920

### Duplicate Receipt

Property Account Number:  
**181185000000006000**

**Statement Date:** 12/12/2023  
**Owner:** EMERALD LIGHT LLC  
**Mailing Address:** EMERALD LIGHT LLC  
 10308 BAYLESS LN  
 FORT WAYNE IN 46804

**Property Location:** 0013426 C R 468  
**Acres:** 1.315  
**Legal:** SWAN LAKE  
 LOT 6

Receipt #: 12720890

Deposit #: 202312127342-2023/RTLUSER

YEAR	TAXING ENTITIES	TAXABLE VALUE	TAX RATE PER \$100	DATE PAID	BASE TAX PAID	PENALTY & INTEREST PAID
2023	SMITH COUNTY EMERG SERV #1	\$343,904.00	0.071364	12/12/2023	\$245.42	\$0.00
2023	SMITH COUNTY	\$343,904.00	0.347264	12/12/2023	\$1,194.25	\$0.00
2023	TYLER I.S.D.	\$343,904.00	0.960000	12/12/2023	\$3,301.48	\$0.00
2023	TYLER JR COLLEGE	\$343,904.00	0.187993	12/12/2023	\$646.52	\$0.00

**BASE TAX \$5,387.67**

**TOTAL PAID \$5,387.67**

Remitted By: EMERALD LIGHT LLC  
 10308 BAYLESS LN  
 FORT WAYNE IN 46804

Payment Type: CHECK  
 Check #: 222

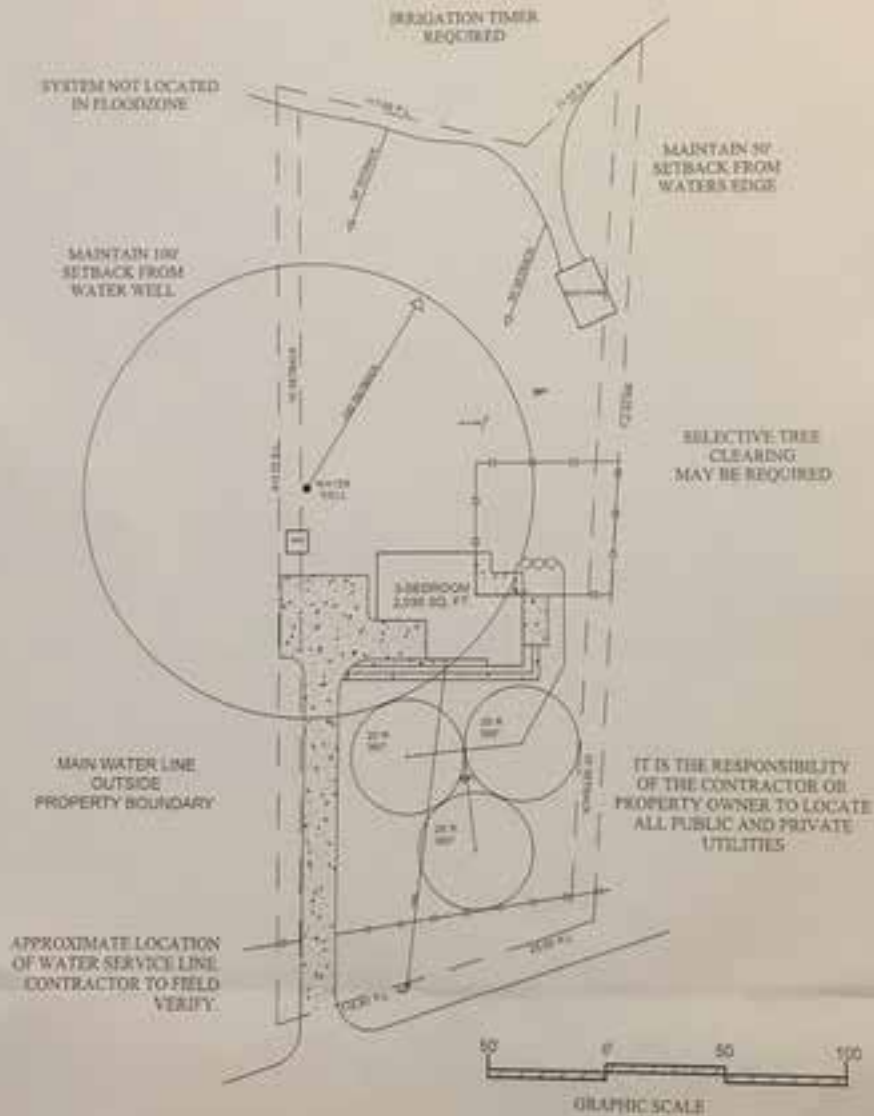
Receipt 2023 Tax Year  
 01/26/2024

**EMERALD LIGHT LLC**  
**10308 BAYLESS LN**  
**FORT WAYNE IN 46804**

# AEROBIC SYSTEM TRACT 2 - IMPROVEMENTS

## ON-SITE SYSTEM DESIGN

PRE-TREAT - 500 GAL.      AEROBIC UNIT - 500 G.P.D.      PUMP TANK - 500 GAL.  
APPLICATION RATE - GAL/SQ FT. .041      APPLICATION AREA- 5,888 SQ.FT.



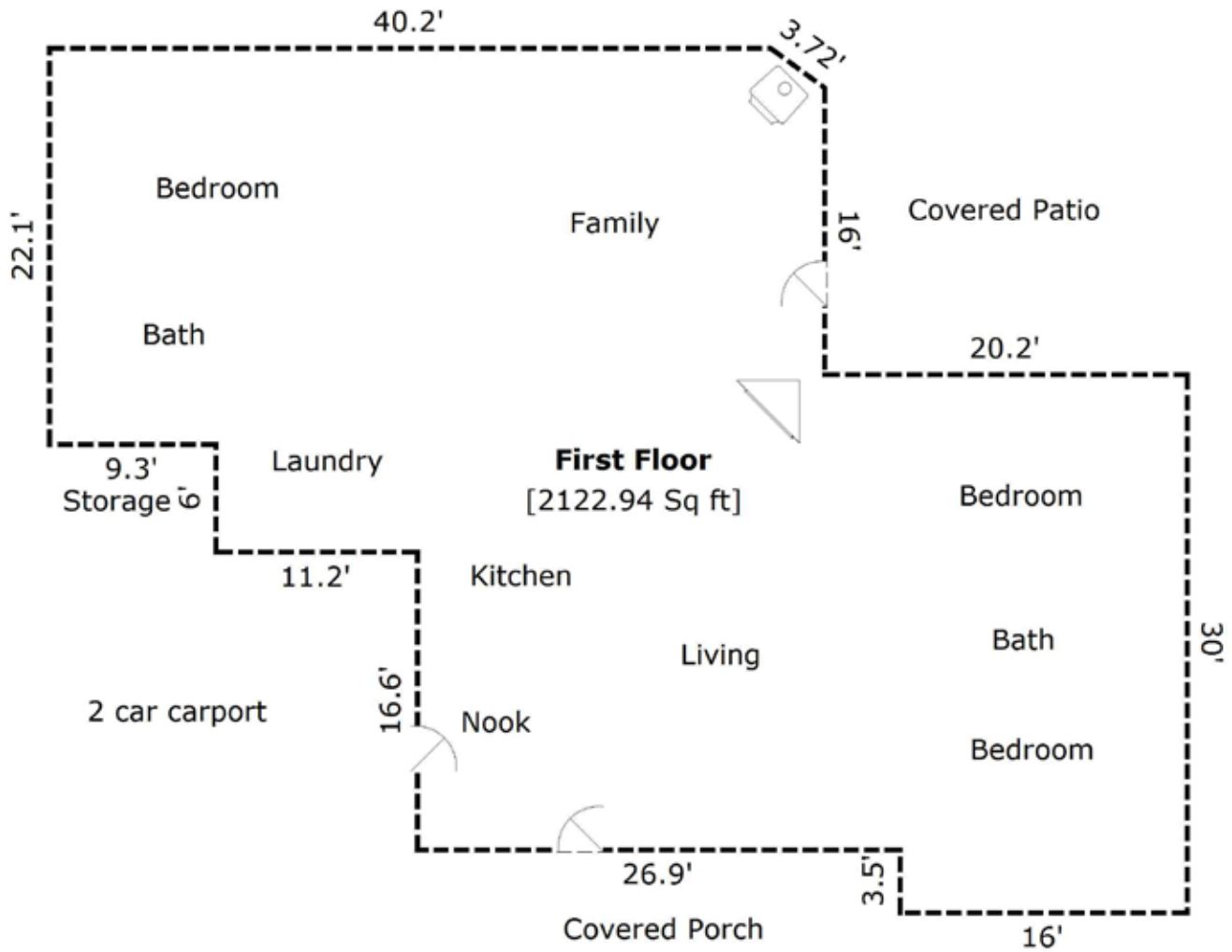
OWNER MESHILL SCHLOSS  
LOCATION 13425 COUNTY ROAD 458  
TYLER, TEXAS

SCALE AS SHOWN  
DATE 3-28-82  
DESIGNER HEATH



# SQUARE FOOTAGE MAP

## TRACT 2



TOTAL Sketch by a la mode

### Area Calculations Summary

Living Area		Calculation Details
First Floor	2122.94 Sq ft	$30 \times 16 = 480$ $26.9 \times 16.6 = 446.54$ $9.9 \times 4.2 = 41.58$ $22.1 \times 9.3 = 205.53$ $28.1 \times 30.9 = 868.29$ $3 \times 25.9 = 77.7$ $0.5 \times 3 \times 2.2 = 3.3$
<b>Total Living Area (Rounded):</b>	<b>2123 Sq ft</b>	

# HOA BY-LAWS

## TRACT 2

### SWAN LAKE CLUB BY- LAWS

#### As Amended October 2022

#### I. PURPOSES AND POWERS

- A. Swan Lake Club is a non-profit corporation existing under the laws of the State of Texas for the purpose of owning a lakesite, which such tract has been surveyed and is set forth on the plat of such lake and this development as is attached hereto, reference to which such plat is here made for all purposes and which such lakesite will be used for the primary benefit of the members of this corporation and in accordance with these by laws and the rules and regulations of this club.
- B. This club shall be maintained by the assessment and collection of fees and charges for membership in accordance herewith and used for social and recreational opportunities as the facilities provide and as are authorized in accordance with the by-laws and the rules and regulations of the club and this club shall have the general powers granted to such a corporation by Article 2.02 of the Texas Non-Profit Corporation Act and such other incidental powers granted to such corporations by law.

#### II. MEMBERSHIP

- A. The plat attached to these by-laws shows a portion of the land surrounding the lake to be subdivided into lots. This subdivision has been effected under the direction of the developers, Sam Bailey, Ted Saba and Morris Dorbandt. The owner of any lot or lots as shown in such plat at the time of the passage of these by-laws shall be entitled to be a member of this club without further action. Each such owner shall be entitled to one vote or unit of per lot owned (2002). As a special concession to the developers each such developer shall be entitled to one vote so long as he has an interest in one or more of the platted lots. The developers or any one of them who holds lots which have not been sold at this time shall be entitled to continue to hold such lots jointly or separately and when such lots are so sold by such developers the person to whom such lot or lots is conveyed shall be deemed an original owner under the terms of these by-laws and shall be entitled to automatic membership in this club.
- B. Subject to the terms of Sub-paragraph A, supra, membership in Swan Lake Club may be acquired only by meeting all of the following requirements:
  - 1. The ownership of one or more lots in the platted subdivision.
  - 2. The approval of the Board of Directors of Swan Lake Club.
  - 3. The prompt payment of all dues and fees and assessments of this Club.
- C. The Board of Directors shall have the right to enact additional requirements for membership and establish the dues or assessments program of this club. Upon the failure of any holder of membership to pay such dues or assessments within thirty days of their due date, the Board of Directors shall suspend his right of membership and use



# HOA BY-LAWS

## TRACT 2

of the premises. The lake and the facilities thereto are for the private use of members of this club and the members of their immediate family and the holder of such membership in good standing in the club shall be entitled to all the rights and privileges of the club and its facilities. Such use of the premises and the rights and privileges appurtenant thereto shall be subject to the compliance of the member and his family with the rules and regulations as established for the use of the Club facilities and the violation thereof shall give the Board of Directors the right to suspend his right of membership and use of the premises.

- D. In all meetings of the membership each unit of membership shall be entitled to one vote per lot (2002) and the vote may be cast by any of such record owners or their proxy.
- E. There shall be a regular business meeting of the members annually during the month of October to elect directors for the succeeding year and to transact such other business as may be properly brought before it. The secretary shall give each member written notice of the meeting not less than ten (10) nor more than fifty (50) days prior to said meeting.
- F. Special meetings of the members may be called by the President or by a majority of the Board of Directors by giving written notice to said members at least ten (10) days but not more than fifty (50) days prior to said meeting.
- G. A majority of those present at any regular or special meeting of the members may decide any question which shall properly come before the meeting.

### III. BOARD OF DIRECTORS

- A. The Board of Directors shall consist of seven (7) members to be elected annually by the members at their annual meeting herein provided. The directors in office shall continue to hold office until new directors are elected. Regular meetings of directors shall be held at a time and place as they may determine. No notice to them of such regular meetings shall be required, and it shall be the duty of each director to attend the regular meetings without notice. A majority of the Board of Directors shall constitute a quorum. When the president shall call a special meeting of the Board of Directors as provided herein, notice shall be given by said president to each member of the Board of Directors at least seven (7) days prior to said meeting.
- B. Special meetings of the directors may be called by the president or such special meetings may be held at any time by the consent of a majority of the directors.
- C. In case of any vacancy on the Board of Directors through death, resignation, disqualification or other cause, the remaining directors, by an affirmative vote of a majority thereof, may elect a successor to hold office for the unexpired portion of the term, and until the election of his successor.
- D. The Board of Directors shall promulgate the rules and regulations providing for membership in the club and supervise generally through its officers where necessary

# HOA BY-LAWS

## TRACT 2

the compliance with those rules and regulations of membership and shall also be empowered to set up such further and additional rules and regulations concerning the use of the premises and properties of the club as are deemed necessary by them and shall have the power of suspension from membership of those who violate any of such rules and regulations. The Board of Directors shall annually meet following the general membership meeting for the purpose of electing officers provided herein for the ensuing year.

- E. The attendance of a director or a member at any business meeting shall constitute a waiver of notice of such meeting, except when such attendance is for the purpose of objecting to the transaction of business on the grounds that the meeting is not lawfully called.

#### **IV. OFFICERS**

- A. The officers of Swan Lake Club shall consist of a president, vice president, secretary and treasurer. The offices of secretary-treasurer may be combined and held by one person.
- B. The president of Swan Lake Club shall preside at all meetings of the directors and member of said club. He may call special meetings of the directors or members. He shall have general supervision and management of the club and shall perform all other duties that usually pertain to the office of president and general manager, or as are delegated to him by the Board of Directors.
- C. The vice president shall in case of the absence or disability of the president perform the duties of president.
- D. The treasurer shall have custody of all monies and securities of the club and shall keep proper books and accounts of the business of the Swan Lake Club. All monies of the club shall be deposited in such bank as the Board of Directors shall determine to be withdrawn upon the orders of the Board of Directors.
- E. The secretary shall keep the complete minutes of all meetings of directors and members. He shall perform all other duties that usually pertain to such office or as may specially be delegated to him by the Board of Directors. He shall have the custody of the seal of the club and affix it as directed hereby or as by resolution duly passed by the directors or stockholders.

#### **V. CORPORATION PROPERTIES**

- A. No conveyance, mortgage or lease of any real or personal property owned by said club shall be valid unless authorized by the Board of Directors at a regular or a special meeting of which all the directors shall have had notice as prescribed herein, specifying the proposed lease or sale.

# HOA BY-LAWS

## TRACT 2

- B. No conveyance, mortgage, lease or bill of sale of real or personal property executed pursuant to authority given by the Board of Directors shall be valid unless signed by the president or vice-president, sealed with the seal of said corporation and attested by the secretary of Swan Lake Club.

### VI. AMENDMENT

- A. These by-laws may be amended, repealed or altered in whole or in part by a majority vote of the entire outstanding membership of Swan Lake Club at any regular business meeting of the members or any special meeting where such action has been announced in the call or notice of said meeting.
- B. The Board of Directors shall not alter or repeal any by-law adopted by the members but may adopt additional by-laws in harmony herewith.

### VII. MISCELLANEOUS PROVISIONS

- A. Any notice required by these by-laws to be given to any member or Director of the company may be waived in writing by the person or persons entitled to such notice and such waiver may be executed either before or after the stated time.
- B. Any action of or by the members of this club may be taken without a meeting, if a consent in writing setting forth the action so taken shall be signed by all the stockholders and such consent shall have the same force and effect as a unanimous vote of such body in a properly convened session.

### VIII. Renters or Lessees

In the event a member of Swan Lake Club move from a legal residence on Swan Lake and rents or leases said residence to a non-member of Swan Lake Club, the renter or lessee will under no circumstances be considered a member of Swan Lake Club and will have lake privileges only after the following conditions are met, to wit:

1. Said renter or lessee will apply to the Board of Directors of Swan Lake Club for permission to use the facilities of Swan Lake.
2. Said renter or lessee will pay an annual fee, equal to amount of dues that have been approved by members at the annual meeting. The payment of this fee under no condition relieves the property owner from paying dues to retain membership in Swan Lake Club.
3. No fees will be accepted, or lake privileges granted to said renter or lessee until all conditions of Article II, Section C, of the by-laws of Swan Lake Club are met by the property owner.
4. Said renter or lessee shall be considered a guest of Swan Lake Club, and not a guest of property owner.

# HOA BY-LAWS

## TRACT 2

5. Said renter or lessee shall be presented with a copy of the by-laws and rules and regulations of Swan Lake Club.
6. Rented or leased property shall be limited to one boat and motor. Guests of renters or lessees will be restricted to the pier area, unless accompanied by renters or lessees in boat.
7. Said renter or lessee will not be eligible to serve on the Board of Directors, and will have no vote on Club affairs, but may be invited to the annual members meeting, whenever called.
8. Said renter or lessee will abide by all rules and regulations governing Swan Lake Club or suffer prompt expulsion of lake privileges.
9. Said renter or lessee shall have a rent or lease agreement of at least 6 months. No short term rentals are allowed. (2022)

# HOA BY-LAWS

## TRACT 2

### SWAN LAKE CLUB REGULATIONS

#### As Amended October 2022

#### MEMBERSHIP REQUIREMENTS

Membership is acquired only by meeting all of the following:

1. The ownership of one or more lots in the platted subdivision.
2. The approval of the Board of Directors of Swan Lake Club.
3. The prompt payment of all dues and fees and assessments of this club. Each member owning one or more lots on the lake site is eligible to apply for membership in the Swan Lake Club. Unless an owner of a lake lot becomes a member of the Swan Lake Club, the owner of the lake lot is not entitled to the use or privileges of the lake itself. In the event a lake lot owner desires to join the Swan Lake Club at some future date, they will be required to pay all back dues beginning January 1, 1963, and in the event a lake lot owner should sell their lake lot, the new owner or purchaser will not be eligible to join the Swan Lake Club unless all past dues are paid in full.

#### VOTING

An owner of a lot or lots bordering the lake is entitled to one vote or unit of membership per lot owned (2002).

#### DUES

The Board of Directors is responsible for establishing the dues and/or assessments program on an annual basis.

Provision: Dues will be assessed based upon an anticipated program expense. The dues amount as established by the Board of Directors is subject to majority approval at the annual membership meeting.

#### RESTRICTIONS

1. Boat motors are limited to 10 horse power or under. (2002)
2. No water skiing permitted on lake.
3. No guests are permitted on the lake unless accompanied by a club member.
4. Only shotguns are allowed on the lake. (2018)

# HOA BY-LAWS

## TRACT 2

5. Plans and construction materials for boat houses must be approved by the Board of Directors before construction.
6. All boat houses and storage buildings must be constructed of a material and have an appearance that does not detract from the property around the lake.
7. Suitability of buildings mentioned in item 5 will be passed upon by the Board of Directors acting in the best interest of the club members. Any further action must be by way of a request to the Board of Directors in writing for a special membership meeting with all paid-up members concurring in the decision.
8. Efforts should be made by the Secretary-Treasurer to persuade owners of existing items in question to comply with these regulations on a voluntary basis. Regulations can be enforced by loss of club (lake) privileges such as boating, swimming, etc., by order of the Board of Directors. Notification of loss of privileges to be sent by registered letter with reason for said loss stated and provisions for reinstating outlined.
9. No nets to be set in Swan Lake unless approved by a membership vote. (1977)
10. Lot numbers must be painted on boats and barges where they can be seen for identification. (1978)
11. Trot line(s) not to be over 200 feet long with white floats and the name of the owner on floats. Ends of trot line to be at least 40 feet from shoreline and cannot be tied to a pier. Trot line(s) must be removed when not in use. (1979)
12. A 10% per month late fee will be charged for delinquent dues. (1982, 2002)
13. No waterfowl shall be placed on the lake. (1984)
14. Reinstatement fee of one thousand dollars, if denied lake privileges by the Board of Directors. (1984)

# HOA BY-LAWS

## TRACT 2

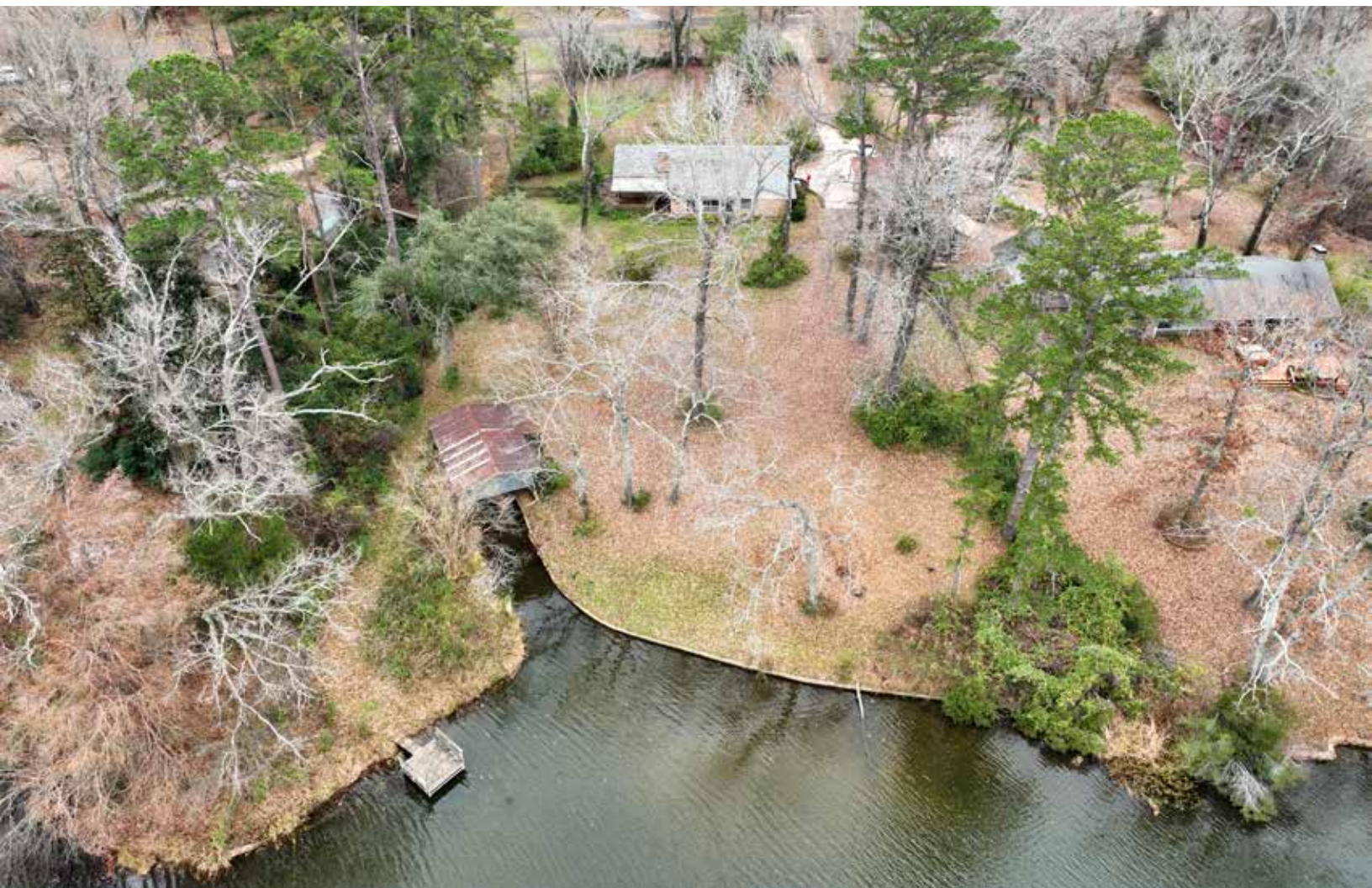
### **SWAN LAKE CLUB RESTRICTIVE COVENANT AGREEMENT As Amended October 2022**

1. There shall be placed on each lot no more than one dwelling, a single-family dwelling, and same shall be of new construction erected on the premises and shall contain no less than 850 square feet of floor area, excluding porches, garages, carports, etc. Such dwelling shall be constructed of quality building materials. Construction plans must be approved by the board of directors before construction is initiated. (2022)
2. Any building other than a dwelling shall be constructed with the same quality and workmanship as the dwelling, and all structures on the premises shall be kept painted and repaired at all times.
3. No trailer houses shall be established on the premises.
4. Any boathouse and dock shall be constructed only on the lake adjacent to the premises and shall not protrude over the lake for more than 30 feet from the normal shore line at spillway level. Such boat house shall be constructed only of new outside materials such as corrugated metal, aluminum siding, or new lumber painted and kept in good repair at all times.
5. Septic tanks, grease traps, and sewer lines shall not be closer than 50 feet from the nearest water well then existent on any of the premises surrounding the lake and same shall not be allowed to drain into the lake or into any open ditches, but such waste shall be diffused in the usual manner of properly installed septic tanks and grease traps.
6. Premises shall at all times be kept clear of weeds and underbrush, and no signs shall be erected on the premises save those identifying the premises with the ownership.
7. These covenants shall run with the land and shall be binding for a period of twenty-five years from the date of this instrument, at which time the provisions of this instrument shall be automatically extended for successive periods of ten (10) years unless an instrument is executed by the then owners of a majority of lots, changing in whole or in part the provisions of this instrument.
8. Invalidation of any one of these covenants by judgment or court order shall in nowise affect any of the other covenants and provisions, but same shall remain in full force and effect.
9. Enforcement of these covenants shall be proceedings at law or in equity against any person or persons violating or attempting to violate any covenant.

















# LEGAL DESCRIPTIONS

# LEGAL DESCRIPTION

## EXHIBIT A

### TRACT ONE:

Field Note description for a 68.926 acre tract being located in the I. IVEY Survey, Abstract No. 324, I. IVEY SURVEY, Abstract No. 323, W.B. STONE Survey, Abstract No. 536, and J. SMITH Survey, Abstract No. 546, all being in Wood County, Texas, and being all of a called 68.9582 acre tract conveyed to Robert D. Halbach and Elizabeth W. Halbach as described and recorded in Volume 2115, Page 300 of the Named Records Wood County, Texas. Said 68.926 acre tract to be more particularly described as follows.

*Bearings are based on the State Plane Coordinate System, Texas North Central Zone 4202, N.A.D. 1983.*

**BEGINNING** at a 1/2" Iron Rod found for the Northwest corner of herein described tract, same being the Northwest corner of said 68.9582 acre tract, same being the Northeast corner of a called 49.4392 acre tract of land conveyed to James H. Rehders and Karen G. Rehders as described and recorded in the Official Public Records of Wood County, Texas, same being in the South line of a called 11.548 acre tract of land a.k.a (Tract Two) conveyed to Guy Anthony Waggoner and Cynthia Denise Waggoner as described and recorded in Document Number 2013-00008612 of the Named Records of Wood County, Texas;

**THENCE** North 88 deg. 29 min. 51 sec. East along the South line of said 11.548 acre tract and the South line of a called 43.355 acre tract of land a.k.a (Tract One) conveyed to Guy Anthony Waggoner and Cynthia Denise Waggoner as described and recorded in Document Number 2013-00008612 a distance of 942.90 feet to a Concrete Monument found for an angle break of herein described tract;

**THENCE** North 88 deg. 47 min. 23 sec. East along the South line of said 43.355 acre tract (Tract One) a distance of 170.48 feet to a 1/2" Iron Rod found for an angle break of herein described tract;

**THENCE** North 86 deg. 42 min. 54 sec. East continuing along said South line a distance of 171.11 feet to a 1/2" Iron Rod found for the Northeast corner of herein described tract, same being the Southeast corner of said 43.355 acre tract, same being the Northeast corner of said 68.9582 acre tract, same being the Southwest corner of a called 30 acre tract of land conveyed to Linda L. Heidelberg as described and recorded in Volume 732, Page 66 of the Deed Records of Wood County, Texas, same being the Northwest corner of a called 1.785 acre tract of land conveyed to Deborah Jane Quadracci as described and recorded in Document Number 2012-00013081 of the Named Records of Wood County, Texas;

**THENCE** South 01 deg. 14 min. 41 sec. East along the West line of said 1.785 acre tract a distance of 233.86 feet to a 1/2" Iron Rod found for an angle break of herein described tract, same being the Southwest corner of said 1.785 acre tract, same being a corner of a called 41.977 acre tract of land conveyed to Jack R. Sauer and Mary D. Sauer as described and recorded in Volume 1248, Page 528 of the Real Property Records of Wood County, Texas;

**THENCE** South 01 deg. 11 min. 17 sec. East along the West line of said 41.977 acre tract a distance of 328.04 feet to a 1/2" Iron Rod found for an angle break of herein described tract, same being the Northwest corner of a called 10.815 acre tract of land conveyed to Neal E. Sauer and Marcy Sauer as described and recorded in Document Number 2009-00000066 of the Named Records of Wood County, Texas, same being a corner of said 41.977 acre tract;

**THENCE** South 01 deg. 17 min. 56 sec. East along the West line of said 10.815 acre tract a distance of 258.24 feet to a 5/8" Iron Rod found for an angle break of herein described tract, same being the Southwest corner of said 10.815 acre tract, same being the Northwest corner of a called 27.920 acre tract of land conveyed to Russell B. Chamless and Barbara J. Chamless as described and recorded in Volume 2225, Page 149 of the Named Records of Wood County, Texas;

**THENCE** South 01 deg. 14 min. 03 sec. East along the West line of said 27.920 acre tract a distance of 406.53 feet to a 5/8" Iron Rod found for an angle break of herein described tract;

**THENCE** South 01 deg. 22 min. 38 sec. East along the West line of said 27.920 acre tract a distance of 135.97 feet to a 1/2" Iron Rod found for an angle break of herein described tract, same being the Southwest corner of said 27.920 acre tract, same being the Northwest corner of a called 13.960 acre tract of land conveyed to Russell B. Chamless and Barbara J. Chamless as described and recorded in Volume 2225, Page 149 of the Named Records of Wood County, Texas;

**THENCE** South 01 deg. 13 min. 19 sec. East along the West line of said 13.960 acre tract a distance of 271.18 feet to a 5/8" Iron Rod found for an angle break of herein described tract, same being the Northwest corner of a called 41.909 acre tract of land conveyed to Cecil Claiborne Gregory as described and recorded in Volume 1195, Page 548 of the Real Property Records of Wood County, Texas;



# LEGAL DESCRIPTION

THENCE South 01 deg. 13 min. 05 sec. East along the West line of said 41.909 acre tract a distance of 406.10 feet to a 5/8" Iron Rod found for an angle break of herein described tract;

THENCE South 01 deg. 15 min. 30 sec. East along the West line of said 41.909 acre tract a distance of 266.84 feet to a 1/2" Iron Rod found for the Southeast corner of herein described tract, same being the Northeast corner of a called 65.751 acre tract of land conveyed to Linda P. Rhodes as described and recorded in Volume 1033, Page 215 of the Real Property Records of Wood County, Texas;

THENCE South 87 deg. 09 min. 19 sec. West along the North line of said 65.751 acre tract a distance of 900.79 feet to a 1/2" Iron Rod found for an angle break of herein described tract;

THENCE South 87 deg. 27 min. 00 sec. West along the North line of said 65.751 acre tract a distance of 200.95 feet to a 1/2" Iron Rod found for an angle break of herein described tract, same being the Northeast corner of a called 19.524 acre tract of land conveyed to Stephen R. Smith and Jeanne M. Smith as described and recorded in Document Number 2015-00007885 of the Official Public Records of Wood County, Texas;

THENCE South 88 deg. 25 min. 06 sec. West along the North line of said 19.524 acre tract a distance of 99.74 feet to a 1/2" Iron Rod found for an angle break of herein described tract, same being the Northwest corner of said 19.524 acre tract, same being the Northeast corner of a called 20.272 acre tract of land conveyed to Carrol D. and Martha L. McHenry as described and recorded Document Number 2019-00007346 of the Official Public Records of Wood County, Texas;

THENCE South 87 deg. 37 min. 53 sec. West along the North line of said 20.272 acre tract a distance of 106.12 feet to a 1/2" Iron Rod found for the Southwest corner of herein described tract, same being the Southeast corner of said 49.4392 acre tract;

THENCE North 00 deg. 40 min. 54 sec. West along the East line of said 49.4392 acre tract a distance of 2329.05 feet to the POINT OF BEGINNING AND CONTAINING 68.926 ACRES OF LAND.

NOTE: This tract is accessed from a 20 foot access easement containing 0.5969 acres as described and recorded in Volume 2115, Page 300 of the Named Records of Wood County, Texas.

## TRACT TWO'S EASEMENT

All that certain lot, tract or parcel of land situated in the J.B. SMITH SURVEY, ABSTRACT NO. 346, in Wood County, Texas, and being a part of Tract No. 1 of the agreed division of the estate of James V. Simmons, containing 20.937 acres of land as set out in a Partition Deed by and between Robert Harold Simmons, James Vincent Simmons, J.L. Simmons, John Howard Simmons, Q.O. Duma, guardian of Sandra Janine Duma, a minor, Minnie Awa McGuire, wife of F.W. McGuire, Myrtle May Hardman, wife of R.H. Hardman, and Mattie Adale Prater, wife of E.F. Prater, dated April 22, 1955, recorded in Volume 437, Page 491 of the Deed Records of Wood County, Texas, the land herein conveyed being more particularly described as follows:

BEGINNING at a 5/8 inch iron pin for corner, in the Northwest corner of said J.B. Smith Survey, Abstract No. 346, said point also being the Northeast corner of the I. IVEY SURVEY, ABSTRACT NO. 324, and being the Northwest corner of said 20.937 acre tract which was set aside to James Vincent Simmons as his sole and separate property in the above mentioned Partition Deed;

THENCE S 89 deg. 44 min. East, with the North line of the J.B. Smith Survey and the South line of the W.B. Stone Survey, Abstract No. 336, and with an old fence, a distance of 1300 feet to a stake for corner in the South boundary line of a public road;

THENCE S 0 deg. 02 min. East, a distance of 20 feet to stake for corner;

THENCE N 89 deg. 44 min. West a distance of 1300 feet to stake for corner in the West boundary line of said J.B. Smith Survey, said point also being in the East boundary line of said I. Ivey Survey, Abstract No. 324;

THENCE N 0 deg. 02 min. West with the West boundary line of said J.B. Smith Survey, and with an old fence, a distance of 20 feet to the PLACE OF BEGINNING, containing 0.5969 of an acre of land, more or less.

BEING THE SAME land described in Easement and Right of Way, dated February 22, 1979, from J.V. Simmons to T.R. English, recorded in Volume 775, Page 333, Deed Records of Wood County, Texas.

# LEGAL DESCRIPTION

**TRACT THREE:**

All that certain lot, tract or parcel of land within the A. Watkins Survey, Abstract No. 1055, Smith County, Texas, and being all of Lot 6 of Swan Lake Subdivision (an unrecorded subdivision), and being described as a called 1.316 acre tract in Deed to Larry W. Strickland and wife, Betty Strickland and recorded in Volume 1490, Page 14 of the Deed Records of Smith County, Texas, and this 1.315 acre tract being more fully described as follows: BEGINNING at a 1/2" Iron Rod found for the Southwest Corner of Lot 6, the Southeast Corner of Lot 5 as described in Deed to Sam Cobb and recorded in Volume 2445, Page 714 and in the North Right of Way of County Road 468 (60' ROW); THENCE North 07 deg. 06 min. 34 sec. East, a distance of 413.77 ft. with the fenced division line of said lots, to an Angle Iron found for the Northwest Corner of Lot 6, the Northeast Corner of Lot 5 and in the South Shoreline of a lake; THENCE South 67 deg. 34 min. 56 sec. East, a distance of 117.68 ft. with said Shoreline to a point for corner; THENCE North 56 deg. 47 min. 04 sec. East, a distance of 71.15 ft., with said Shoreline to a 1/2" Iron Pipe found for the Northeast Corner of Lot 6 and the Northwest Corner of Lot 7 as described in Deed to John M. Lawrence, et ux and recorded in Volume 2397, Page 689; THENCE South 11 deg. 37 min. 30 sec. West, a distance of 388.05 ft., with the division line of said Lots, to a 1/2" Iron Rod set for the Southeast Corner of Lot 6, the Southwest Corner of Lot 7 and in the North Line of said Road; THENCE South 78 deg. 18 min. 00 sec. West, a distance of 25.00 ft., with the South Line of Lot 6 and the North Line of said Road, to a 1/2" Iron Rod set for the PT of a curve to the Right, said curve having the following functions: Delta = 4 deg. 25 min. 26 sec., Radius = 1534.78 ft. Chord = South 80 deg. 30 min. 21 sec. West, 118.47 ft; THENCE in a Westerly direction with said division line and curve to the right an arc distance of 118.50 ft. to the Point of Beginning and containing 1.315 acres.

**PRELIMINARY TITLE**

# PRELIMINARY TITLE

## COMMITMENT FOR TITLE INSURANCE T-7

### ISSUED BY

### *TITLE RESOURCES GUARANTY COMPANY*

### SCHEDULE A

Effective Date: **December 15, 2023, 5:00 pm**

GF No. **245169**

Issued **January 5, 2024, 5:00 pm**

1. The policy or policies to be issued are:
  - a. OWNER'S POLICY OF TITLE INSURANCE (Form T-1)  
(Not applicable for improved one-to-four family residential real estate)  
Policy Amount:  
PROPOSED INSURED:
  - b. TEXAS RESIDENTIAL OWNER'S POLICY OF TITLE INSURANCE  
ONE-TO-FOUR FAMILY RESIDENCES (Form T-1R)  
Policy Amount: **TO BE DETERMINED**  
PROPOSED INSURED: **TO BE DETERMINED**
  - c. LOAN POLICY OF TITLE INSURANCE (Form T-2)  
Policy Amount: **TO BE DETERMINED**  
PROPOSED INSURED: **TO BE DETERMINED, and each successor in ownership of the indebtedness  
secured by the insured mortgage, except a successor who is an obligor under the  
provisions of Section 12(c) of the Conditions**  
  
Proposed Borrower: **TO BE DETERMINED**
  - d. TEXAS SHORT FORM RESIDENTIAL LOAN POLICY OF TITLE INSURANCE (Form T-2R)  
Policy Amount:  
PROPOSED INSURED:  
Proposed Borrower:
  - e. LOAN TITLE POLICY BINDER ON INTERIM CONSTRUCTION LOAN (Form T-13)  
Binder Amount:  
PROPOSED INSURED:  
Proposed Borrower:
  - f. OTHER  
Policy Amount:  
PROPOSED INSURED:
2. The interest in the land covered by this Commitment is: **Tracts One & Three: Fee Simple      Tract Two: Easement**
3. Record title to the land on the Effective Date appears to be vested in:  
**TRACTS ONE & TWO:**  
**Virgil L. Jackson as Trustee of the Mesch Family Trust**  
  
**TRACT THREE:**  
**EMERALD LIGHT, LLC, a Texas limited liability company**

# PRELIMINARY TITLE

4. Legal description of land:

**TRACT ONE:**

Field Note description for a 68.926 acre tract being located in the I. IVEY Survey, Abstract No. 324, I. IVEY SURVEY, Abstract No. 323, W.B. STONE Survey, Abstract No. 536, and the J. SMITH Survey, Abstract No. 546, all being in Wood County, Texas, and being all of a called 68.9582 acre tract conveyed to Robert D. Halbach and Elizabeth W. Halbach as described and recorded in Volume 2115, Page 300 of the Named Records Wood County, Texas. Said 68.926 acre tract being more particularly described in EXHIBIT A attached hereto and made a part hereof for all purposes.

**TRACT TWO: EASEMENT**

All that certain lot, tract or parcel of land situated in the J.B. SMITH SURVEY, ABSTRACT NO. 546, in Wood County, Texas, and being a part of Tract No. 1 of the agreed division of the estate of James V. Simmons, containing 20.937 acres of land as set out in a Partition Deed by and between Robert Harrold Simmons, James Vinson Simmons, J.L. Simmons, John Howard Simmons, Q.O. Dunn, guardian of Sandra Janine Dunn, a minor, Minnie Avis McGuire, wife of F.W. McGuire, Myrtle May Hardman, wife of R. H. Hardman, and Mattie Adele Prater, wife of E. F. Prater, dated April 22, 1955, recorded in Volume 437, Page 491 of the Deed Records of Wood County, Texas, and this 0.5969 of an acre of land, more or less, being more particularly described in EXHIBIT A attached hereto and made a part hereof for all purposes.

**TRACT THREE:**

All that certain lot, tract or parcel of land within the A. Watkins Survey, Abstract No. 1055, Smith County, Texas, and being all of Lot 6 of Swan Lake Subdivision (an unrecorded subdivision), and being described as a called 1.316 acre tract in Deed to Larry W. Strickland and wife, Betty Strickland and recorded in Volume 1490, Page 14 of the Deed Records of Smith County, Texas, and this 1.315 acre tract being more fully described in EXHIBIT A attached hereto and made a part hereof for all purposes.

***The Company does not represent that the acreage or square footage calculations are correct.***

Countersigned  
Superior Title Services, Inc. DBA Landmark Title, Inc.



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ROGAN HEIM - 02/09/24

# PRELIMINARY TITLE

## COMMITMENT FOR TITLE INSURANCE T-7

### ISSUED BY

### *TITLE RESOURCES GUARANTY COMPANY*

### SCHEDULE B

### EXCEPTIONS FROM COVERAGE

In addition to the Exclusions and Conditions and Stipulations, your Policy will 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):

**Restrictions found of record in Volume 1106, Page 680; and Volume 2480, Page 336; and under Clerk's File No. 202301010186, Deed, Land and Official Public Records, Smith County, Texas (AS TO TRACT THREE), but omitting any covenants, conditions or restrictions, if any, based on race, color, religion, sex, handicap, familial status, or national origin unless and only to the extent that the covenant, condition or restriction is exempt under Title 42 of the United States Code.**

2. Any discrepancies, conflicts, or shortages in area or boundary lines, or any encroachments or protrusions, or any overlapping of improvements. **Upon Company's receipt, review and approval of a current land title survey, and payment of any promulgated premium, this item can be amended to read in its entirety 'shortages in area'.**
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 rights of access to that area or easement along and across that area.(Applies to the Owner's Policy only.)
5. Standby fees, taxes and assessments by any taxing authority for the year **2024**, 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. (If Texas Short Form Residential Loan Policy of Title Insurance (T-2R) is issued, that policy will substitute "which become due and payable subsequent to Date of Policy" in lieu of "for the year \_\_\_\_ and subsequent years.")
6. The terms and conditions of the documents creating your interest in the land.
7. Materials furnished or labor performed in connection with planned construction before signing and delivering the lien document described in Schedule A, if the land is part of the homestead of the owner. (Applies to the Loan Title Policy Binder on Interim Construction Loan only, and may be deleted if satisfactory evidence is furnished to us before a binder is issued.)

# PRELIMINARY TITLE

Continuation of Schedule B

GF No. 245169

8. Liens and leases that affect the title to the land, but that are subordinate to the lien of the insured mortgage. (Applies to Loan Policy (T-2) only.)
9. The Exceptions from Coverage and Express Insurance in Schedule B of the Texas Short Form Residential Loan Policy of Title Insurance (T-2R). (Applies to Texas Short Form Residential Loan Policy of Title Insurance (T-2R) only.) Separate exceptions 1 through 8 of this Schedule B do not apply to the Texas Short Form Residential Loan Policy of Title Insurance (T-2R).
10. 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. **All, leases, grants, exceptions or reservations of coal, lignite, oil, gas, other minerals, geothermal energy and associated resources below the surface of the Land, 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 and/or the geothermal energy and associated resources below the surface of the land that are not listed.**
  - b. **Rights of parties in possession. (Owner's Policy Only)**
  - c. **Visible and apparent easements. (Owner's Policy Only) (TRACT ONE)**
  - d. **Visible and apparent easements. (TRACT THREE)**
  - e. **Portion of the property within any roadway. (TRACT THREE)**
  - f. **Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the title that would be disclosed by an accurate and complete land survey of the land. (NOTE: UPON RECEIPT OF A SURVEY ACCEPTABLE TO THE COMPANY, THIS EXCEPTION WILL BE DELETED. COMPANY RESERVES THE RIGHT TO ADD ADDITIONAL EXCEPTIONS PER ITS EXAMINATION OF SAID SURVEY.) (TRACT THREE)**
  - g. **Any titles or rights asserted by anyone including, but not limited to, persons, corporations, governments or other entities to tidelands, or lands comprising the shores or beds of navigable or perennial rivers and streams, lakes, bays, gulfs or oceans, or to any land extending from the line of mean low tide to the line of vegetation, or to lands beyond the line of the harbor or bulkhead lines as established or changed by any government, or to filled-in lands, or artificial islands, or to riparian rights, or the rights or interests of the State of Texas or the public generally in the area extending from the line of mean low tide to the line of vegetation or their right of access thereto, or right of easement along and across the same.**
  - h. **Rights of tenants in possession under any unrecorded and/or verbal lease or rental agreement.**
  - i. **Terms, conditions and stipulations of any unrecorded and/or verbal lease or rental agreement.**
  - j. **Attention is directed to the fact that this policy does not insure title to furniture, furnishings, fixtures, equipment, appliances or other items or personal property.**
  - k. **Terms, conditions and stipulations of the Contract for Sale of Real Estate at Public Auction by and between Elizabeth L. Burchfield, Virgil L. Jackson and Daniel E. Schloss as the Co-Personal Representatives of the Estate of Meshell L. Schloss (Dec'd) and Emerald Light, LLC, a Texas limited liability company (Owners) and Schrader Real Estate and Auction Company, Inc. and Paul A. Lynn & Associates, LLC.**

# PRELIMINARY TITLE

Continuation of Schedule B

GF No. 245169

- l.** All oil, gas and other minerals and royalties of every kind and character, together with all rights, privileges and immunities relating thereto as set out in instrument from R. M. Wood and wife, Bettie Wood to W. P. Duncan dated March 10, 1942, and recorded in Volume 213, Page 142, Deed Records of Wood County, Texas. Title Company makes no representation as to the present ownership of this interest. (TITLE TO SAID INTEREST NOT CHECKED SUBSEQUENT TO DATE OF AFORESAID INSTRUMENT) (TRACTS ONE & TWO)
- m.** All oil, gas and other minerals and royalties of every kind and character, together with all rights, privileges and immunities relating thereto as set out in instrument from W. P. Duncan and wife, Mary Duncan to B. W. Duncan dated April 26, 1949, and recorded in Volume 318, Page 390, Deed Records of Wood County, Texas. Title Company makes no representation as to the present ownership of this interest. (TITLE TO SAID INTEREST NOT CHECKED SUBSEQUENT TO DATE OF AFORESAID INSTRUMENT) (TRACTS ONE & TWO)
- n.** All oil, gas and other minerals and royalties of every kind and character, together with all rights, privileges and immunities relating thereto as set out in instrument from B. W. Duncan and wife, Lottie Duncan to T. R. English dated June 8, 1959, and recorded in Volume 455, Page 431, Official Public Records of Wood County, Texas. Title Company makes no representation as to the present ownership of this interest. (TITLE TO SAID INTEREST NOT CHECKED SUBSEQUENT TO DATE OF AFORESAID INSTRUMENT) (TRACTS ONE & TWO)
- o.** All terms, conditions, and provisions of that certain Right of Way/Easement from J. V. Simmons to T. R. English in instrument dated February 22, 1979, recorded in Volume 775, Page 333, of the Deed Records of Wood County, Texas. (TRACTS ONE & TWO)
- p.** Oil, Gas and Mineral Lease by and between T. R. English, dealing in separate property, as Lessor, and Champion Exploration Corp., as Lessee, dated May 21, 1997, and recorded in Volume 1568, Page 269, Real Property Records of Wood County, Texas. (TITLE TO SAID INTEREST NOT CHECKED SUBSEQUENT TO DATE OF AFORESAID INSTRUMENT) (TRACTS ONE & TWO)
- q.** All terms, conditions, and provisions of that certain Right of Way/Easement from Robert O. Halbach and spouse, Elizabeth W. Halbach to Wood County Electric Cooperative, Inc., a Texas electric cooperative corporation in instrument dated November 13, 2012, recorded under County Clerk's File No. 2013-0000935 of the Official Public Records of Wood County, Texas. (TRACTS ONE & TWO)
- r.** Affidavit to the Public from Robert and Elizabeth Halbach for Surface Application On-Site Wastewater Treatment System dated June 19, 2013, and recorded under County Clerk's File No. 2013-00007420, of the Official Public Records of Wood County, Texas. (TRACTS ONE & TWO)
- s.** Affidavit to the Public from Meshell Schloss for Surface Application On-Site Wastewater Treatment System dated December 1, 2021, and recorded under County Clerk's File No. 2021-00013861, of the Official Public Records of Wood County, Texas. (TRACTS ONE & TWO)
- t.** Easements / Rights of Way to TP & L recorded in Volume 1006, Page 511; Volume 1076, Page 348; Volume 1085, Page 581; Volume 1120, Page 594; Volume 1134, Page 597; Volume 1157, Pages 570 & 572; Volume 1203, Page 285; and Volume 1288, Page 531, Deed Records, Smith County, Texas. (TRACT THREE)
- u.** Dedication of street or roadway recorded in Volume 1068, Page 169, Deed Records, Smith County, Texas. (TRACT THREE)
- v.** Affidavit regarding on-site sewage facilities (OSSF) recorded under Clerk's File No. 202101013043, Official Public Records, Smith County, Texas. (TRACT THREE)
- w.** Barn located near the North property line; power poles; overhead electric lines; electric meter; pond; bridge; septic lids/equipment. (TRACT ONE)



# PRELIMINARY TITLE

Continuation of Schedule B

GF No. 245169

· **\* Loan Policy may be issued with Restrictions, Encroachments, Minerals Endorsement T-19 with item 4.d deleted. (TRACT ONE)**

x. **Any easements not shown on Schedule "B" of this commitment will be added to Schedule "B" of the Title Policy, provided that they are shown on a current survey of subject property. (TRACT THREE)**

**\* SURVEY DELETION TO BE PROVIDED UPON RECEIPT OF SURVEY. (LOAN POLICY ONLY) (TRACT THREE)**

**\* Policy may be issued with and have attached to it Minerals and Surface Damage Endorsement T-19.3.**

# PRELIMINARY TITLE

## COMMITMENT FOR TITLE INSURANCE T-7

### ISSUED BY

### *TITLE RESOURCES GUARANTY COMPANY*

### SCHEDULE C

Your Policy will not cover loss, costs, attorneys' fees, and expenses resulting from the following requirements that will appear as Exceptions in Schedule B of the Policy, unless you dispose of these matters to our satisfaction, before the date the Policy is issued:

1. Documents creating your title or interest must be approved by us and must be signed, notarized and filed for record.
2. Satisfactory evidence must be provided that:
  - a. no person occupying the land claims any interest in that land against the persons named in paragraph 3 of Schedule A,
  - b. all standby fees, taxes, assessments and charges against the property have been paid,
  - c. all improvements or repairs to the property are completed and accepted by the owner, and that all contractors, sub-contractors, laborers and suppliers have been fully paid, and that no mechanic's, laborer's or materialmen's liens have attached to the property,
  - d. there is legal right of access to and from the land,
  - e. (on a Loan Policy only) restrictions have not been and will not be violated that affect the validity and priority of the insured mortgage.
3. You must pay the seller or borrower the agreed amount for your property or interest.
4. Any defect, lien or other matter that may affect title to the land or interest insured, that arises or is filed after the effective date of this Commitment.
5. **Seller / Owner must execute Affidavit as to Debts and Liens.**
6. **Settlement Statement or Closing Disclosure must be furnished if closed outside offices of Landmark Title, Inc.**
7. **CLOSER/ASSISTANT: Please verify there is no outstanding mortgage prior to closing.**
8. **Landmark Title, Inc. should be provided a complete copy of the fully executed One to Four Family Residential Contract and upon receipt additional requirements may be made to this commitment and Landmark Title, Inc. reserves the right to make said requirements.**
9. **Proof from Secretary of Swan Lake Club Homeowner's Association that all dues and assessments have been paid currently. Closing team should confirm whether membership approval is required and/or a resale certificate is necessary for the transaction. (AS TO TRACT THREE)**
10. **We must be furnished with proof that taxes have been paid through the year 2023 and including the year 2023.**

**NOTE: If applicable, parties should be aware of possible delay in closing due to property tax exemption rollback fees. Upon receipt of tax certificate, please contact your closing team ASAP for additional information.**

**\*ALSO NOTE: If ag exemption has been removed, but taxes have not been rolled back and paid, Company CANNOT issue the Loan Policy with tax deletion endorsement.**

# PRELIMINARY TITLE

Continuation of Schedule C

GF No. 245169

11. Execution of Waiver of Inspection.
12. According to documentation furnished, necessary documents must be executed by the following: Virgil L. Jackson, Trustee of the Mesch Family Trust.  
  
**REQUIREMENT:** A new Certification of Trust must be executed and filed for record in Wood County, Texas, to confirm that this information is still correct.
13. According to the Office of the Comptroller of the State of Texas, it appears that the right to transact business in Texas is active for Emerald Light, LLC.
14. According to documentation furnished, necessary documents must be executed by the following: Daniel E. Schloss, Manager of Emerald Light, LLC.
15. Item 5 of Schedule B will be amended to read "Standby fees and taxes for the year 2024 and subsequent years, 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. Company insures that standby fees and taxes for the year 2024 are not yet due and payable," on the Loan Policy ONLY, upon receipt of proof that taxes are paid current, that all subsequent assessments for change in land, usage or ownership have been paid or will be paid at or prior to closing, and the payment of applicable premiums. (LOAN POLICY ONLY)
16. Upon lender approval, Landmark Title will provide survey deletion using the survey dated April 21, 2021 by Casey Jordan, provided Seller(s) execute a T-47 Residential Real Property Affidavit stating no changes have been made other than those listed on said Affidavit. (AS TO TRACT ONE)  
  
**NOTE: CHANGES LISTED MUST BE UNDERWRITER APPROVED BEFORE EXECUTION OF SAID AFFIDAVIT AND IF NO CHANGES SELLER(S) SHOULD ENTER THE WORD "NONE" IN THE APPROPRIATE AREA.**
17. Satisfactory Survey having been received, Item 2, Schedule B of the title policy will be amended to read "Shortages In Area". (LOAN POLICY ONLY) (AS TO TRACT ONE)
18. **NOTE TO CLOSER: FILE IS ELIGIBLE FOR T-19 AND/OR T-17 ENDORSEMENT(S) WITHOUT FURTHER REVIEW BY EXAMINER. SHOULD LENDER REQUIRE SAID T-19 AND/OR T-17 ENDORSEMENT(S) ADDITIONAL PREMIUM(S) SHOULD BE COLLECTED. \*See Schedule B for deletions, if any. (AS TO TRACT ONE)**
19. Item 2 of Schedule B will be amended to read "shortages in area" upon the receipt by Landmark Title Inc. of an acceptable survey and applicable premium. Landmark Title Inc. reserves the right to make such other exceptions as may prove necessary upon examination of said survey. (AS TO TRACT THREE)
20. **LANDMARK TITLE, INC. RESERVES THE RIGHT TO REVIEW AND APPROVE ANY DEED CONVEYING TITLE IN THIS TRANSACTION AND, IF NECESSARY, SECURE AN APPROPRIATE DEED FOR THE TRANSACTION.**
21. Company requires a legible copy of current drivers license OR other positive proof of identification of the parties to the closing.
22. Closing officer should have buyer and/or borrower execute the Affiliated Business Disclosure Notice. The signed copy to remain in the file.
23. **DUE TO THE NEW TRID LAWS EFFECTIVE OCTOBER 3, 2015, CLOSING INSTRUCTIONS TO PREPARE THE CLOSING DISCLOSURE (CD) MUST BE IN THIS OFFICE AT LEAST 24 HOURS IN ADVANCE OR CLOSING WILL BE SUBJECT TO RESCHEDULING.**
24. **CLOSING INSTRUCTIONS AND DOCUMENTS TO CLOSE ON A SETTLEMENT STATEMENT (HUD, HUD-1)**

# PRELIMINARY TITLE

Continuation of Schedule C

GF No. 245169

**MUST BE IN THIS OFFICE AT LEAST 24 HOURS IN ADVANCE OR CLOSING WILL BE SUBJECT TO RESCHEDULING.**

25. **In order to have title checked as current as possible, please request an update of this commitment at least 24 hours prior to closing.**
26. **NOTE: THE POLICY OF TITLE INSURANCE TO BE ISSUED UNDER THIS COMMITMENT FOR TITLE INSURANCE PROVIDES FOR ARBITRATION WHICH IS A COMMON FORM OF ALTERNATIVE DISPUTE RESOLUTION. THE RULES OF THE TEXAS DEPARTMENT OF INSURANCE ALLOW YOU TO REQUEST THAT SUCH PROVISION BE DELETED FROM THE POLICY AT NO ADDITIONAL CHARGE TO YOU. UNLESS YOU NOTIFY US PRIOR TO SETTLEMENT THAT YOU WISH TO HAVE THE ARBITRATION PROVISION DELETED IT WILL BE IN THE POLICY WHICH WE ISSUE TO YOU. (DOES NOT APPLY TO TEXAS RESIDENTIAL OWNER'S POLICY OR INTERIM CONSTRUCTION BINDER.)**



# PRELIMINARY TITLE

Continuation of Schedule D

GF No. **245169**

" \*The estimated premium is based upon information furnished to us as of the date of this Commitment for Title Insurance. Final determination of the amount of the premium will be made at closing in accordance with the Rules and Regulations adopted by the Commissioner of Insurance."

# PRELIMINARY TITLE

## COMMITMENT FOR TITLE INSURANCE (Form T-7)

### TEXAS TITLE INSURANCE INFORMATION

Title insurance insures you against loss resulting from certain risks to your title.

The commitment for Title Insurance is the title insurance company's promise to issue the title insurance policy. The commitment is a legal document. You should review it carefully to completely understand it before your closing date.

El seguro de título le asegura en relación a pérdidas resultantes de ciertos riesgos que pueden afectar el título de su propiedad.

El Compromiso para Seguro de Título es la promesa de la compañía aseguradora de títulos de emitir la póliza de seguro de título. El Compromiso es un documento legal. Usted debe leerlo cuidadosamente y entenderlo completamente antes de la fecha para finalizar su transacción.

Your Commitment of Title insurance is a legal contract between you and us. The Commitment is not an opinion or report of your title. It is a contract to issue you a policy subject to the Commitment's terms and requirements.

Before issuing a Commitment for Title Insurance (the Commitment) or a Title Insurance Policy (the Policy), the Title Insurance Company (the Company) determines whether the title is insurable. This determination has already been made. Part of that determination involves the Company's decision to insure the title except for certain risks that will not be covered by the Policy. Some of these risks are listed in Schedule B of the attached Commitment as Exceptions. Other risks are stated in the Policy as Exclusions. These risks will not be covered by the Policy. The Policy is not an abstract of title nor does a Company have an obligation to determine the ownership of any mineral interest.

- **MINERALS AND MINERAL RIGHTS** may not be covered by the Policy. The Company may be unwilling to insure title unless there is an exclusion or an exception as to Minerals and Mineral Rights in the Policy. Optional endorsements insuring certain risks involving minerals, and the use of improvements (excluding lawns, shrubbery and trees) and permanent buildings may be available for purchase. If the title insurer issues the title policy with an exclusion or exception to the minerals and mineral rights, neither this Policy, nor the optional endorsements, ensure that the purchaser has title to the mineral rights related to the surface estate.

Another part of the determination involves whether the promise to insure is conditioned upon certain requirements being met. Schedule C of the Commitment lists these requirements that must be satisfied or the Company will refuse to cover them. You may want to discuss any matters shown in Schedules B and C of the Commitment with an attorney. These matters will affect your title and your use of the land.

When your policy is issued, the coverage will be limited by the Policy's Exceptions, Exclusions and Conditions, defined below.

- **EXCEPTIONS** are title risks that a Policy generally covers but does not cover in a particular instance. Exceptions are shown on Schedule B or discussed in Schedule C of the Commitment. They can also be added if you do not comply with the Conditions section of the Commitment. When the Policy is issued, all Exceptions will be on Schedule B of the Policy.

- **EXCLUSIONS** are title risks that a Policy generally does not cover. Exclusions are contained in the Policy but not shown or discussed in the Commitment.

- **CONDITIONS** are additional provisions that qualify or limit your coverage. Conditions include your responsibilities and those of the Company. They are contained in the Policy but not shown or discussed in the Commitment. The Policy Conditions are not the same as the Commitment Conditions.

You can get a copy of the policy form approved by the Texas Department of Insurance by calling the Title Insurance Company at (800) 526-8018 or by calling the title insurance agent that issued the Commitment. The Texas Department of Insurance may revise the policy form from time to time.

You can also get a brochure that explains the policy from the Texas Department of Insurance by calling 1-800-252-3439.

# PRELIMINARY TITLE

Continuation of Texas Title Insurance Information

GF No. **245169**

Before the Policy is issued, you may request changes in the policy. Some of the changes to consider are:

- Request amendment of the "area and boundary" exception (Schedule B, paragraph 2). To get this amendment, you must furnish a survey and comply with other requirements of the Company. On the Owner's Policy, you must pay an additional premium for the amendment. If the survey is acceptable to the Company and if the Company's other requirements are met, your Policy will insure you against loss because of discrepancies or conflicts in boundary lines, encroachments or protrusions, or overlapping of improvements. The Company may then decide not to insure against specific boundary or survey problems by making special exceptions in the Policy. Whether or not you request amendment of the "area and boundary" exception, you should determine whether you want to purchase and review a survey if a survey is not being provided to you.
- Allow the Company to add an exception to "rights of parties in possession." If you refuse this exception, the Company or the title insurance agent may inspect the property. The Company may except to and not insure you against the rights of specific persons, such as renters, adverse owners or easement holders who occupy the land. The Company may charge you for the inspection. If you want to make your own inspection, you must sign a Waiver of Inspection form and allow the Company to add this exception to your Policy.

The entire premium for a Policy must be paid when the Policy is issued. You will not owe any additional premiums unless you want to increase your coverage at a later date and the Company agrees to add an Increased Value Endorsement.



# PRELIMINARY TITLE

## DELETION OF ARBITRATION PROVISION

(Not applicable to the Texas Residential Owner's Policy)

ARBITRATION is a common form of alternative dispute resolution. It can be a quicker and cheaper means to settle a dispute with your Title Insurance Company. However, if you agree to arbitrate, you give up your right to take the Title Insurance Company to court and your rights to discovery of evidence may be limited in the arbitration process. In addition, you cannot usually appeal an arbitrator's award.

**Your policy contains an arbitration provision (shown below). It allows you or the Company to require arbitration if the amount of insurance is \$2,000,000 or less. If you want to retain your right to sue the Company in case of a dispute over a claim, you must request deletion of the arbitration provision before the policy is issued. You can do this by signing this form and returning it to the Company at or before the closing of your real estate transaction or by writing to the Company.**

The arbitration provision in the Policy is as follows:

"Either the Company or the Insured may demand that the claim or controversy shall be submitted to arbitration pursuant to the Title Insurance Arbitration Rules of the American Land Title Association ("Rules"). Except as provided in the Rules, there shall be no joinder or consolidation with claims or controversies of other persons. Arbitrable matters may include, but are not limited to, any controversy or claim between the Company and the Insured arising out of or relating to this policy, any service in connection with its issuance or the breach of a policy provision, or to any other controversy or claim arising out of the transaction giving rise to this policy. All arbitrable matters when the Amount of Insurance is \$2,000,000 or less shall be arbitrated at the option of either the Company or the Insured, unless the Insured is an individual person (as distinguished from an Entity). All arbitrable matters when the Amount of Insurance is in excess of \$2,000,000 shall be arbitrated only when agreed to by both the Company and the Insured. Arbitration pursuant to this policy and under the Rules shall be binding upon the parties. Judgment upon the award rendered by the Arbitrator(s) may be entered in any court of competent jurisdiction."

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SIGNATURE

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DATE



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