



Paul A. Lynn & Associates, LLC  
406 Coachman  
Houston, TX 77024  
713-825-1771

**Property:**

Cole's Antique Show • Fayette County, Texas  
(offered in 2 tracts)

**Auction Manager:**

Brent Wellings  
Tel: 405-332-5505

**SEALED BID PACKET**

**Sealed Bid Deadline:**

5:00 o'clock p.m. (CDT) on Thursday, August 29, 2024

**Contents:**

- Bidder Instructions
- Information About Brokerage Services
- Form of Agreement to Purchase
- Form of Seller's Addendum
- Form of Pre-Closing Access Addendum
- Preliminary Title Insurance Schedules
- Pre-Auction Surveys

## BIDDER INSTRUCTIONS

(Sealed Bid Auction for 2 Tracts in Fayette County, Texas)

1. These Bidder Instructions are provided as part of a Sealed Bid Packet (“Sealed Bid Packet”) prepared for purposes of the sealed bid auction advertised and conducted by Schrader Real Estate and Auction Company, Inc. in cooperation with Paul A. Lynn & Associates, LLC on behalf of BOKF NA, doing business as Bank of Texas, in its capacity as the Trustee of the Jim R. Cole Exempt Lifetime Trust (“Seller”), with respect to certain real estate in Fayette County, Texas, including approximately 22.4(±) total acres of land, offered in two tracts identified as follows:
  - Tract 1:** Approx. 12.3(±) acres of land in Fayette County, Texas, together with improvements and permanent fixtures, being the parcel of real estate which is identified for property tax purposes as Property ID 58809 located at 3625 S St Hwy 237, aka 3637 S St Hwy 237.
  - Tract 2:** Approx. 10.1(±) acres of land in Fayette County, Texas, together with improvements and permanent fixtures, being the parcel of real estate which is identified for property tax purposes as Property ID 52867, aka 150 Huenefeld Lane.
2. In addition to these Bidder Instructions, the Sealed Bid Packet also includes the Information About Brokerage Services, a copy of the Pre-Auction Surveys, a blank form of an Agreement to Purchase (“Agreement to Purchase”), a blank form of Seller’s Addendum (“Seller’s Addendum”), a blank form of Pre-Closing Access Addendum, and the Preliminary Title Insurance Schedules. No lead-based paint pamphlet is required to be provided since all structures were built after 1978. Do not submit a bid unless and until you have received and are familiar with the entire Sealed Bid Packet.
3. You may bid on a single tract or both tracts combined, as follows:
  - (a) Single bid for a single tract - use one Agreement to Purchase form;
  - (b) Single lump sum bid for both tracts combined - use one Agreement to Purchase form;
  - (c) Multiple **Alternative** Bids for different sets of one or more tract(s) - use multiple Agreement to Purchase forms; or
  - (d) Multiple **Independent** Bids for different sets of one or more tract(s) - use multiple Agreement to Purchase forms.

If you submit multiple bids, you must specify whether you are submitting Multiple **Alternative** Bids or Multiple **Independent** Bids. If “Multiple Alternative Bids” is indicated on the Signature Page of the Agreement to Purchase Form, the offer may not be accepted by Seller if Seller accepts or intends to accept any other offer submitted by the same bidder. Otherwise, the offer may be accepted regardless of Seller’s acceptance or rejection of any other offer submitted by the same bidder.

Bidder by submitting a bid represents to Seller that Bidder understands and agrees that if Bidder’s bid is accepted, a 4% Buyer’s Premium shall automatically be added to Bidder’s bid amount to arrive at the Purchase Price for the Property.

4. **To submit a bid:**
  - (a) Complete, sign and date the Signature Page of the Agreement to Purchase:
    - i. Designate the tract(s) that you intend to include in your bid;
    - ii. Write in your total bid amount for the Included Tract(s);
    - iii. Check one of the boxes for “No Other Bids”, “Multiple Alternative Bids” or “Multiple Independent Bids” (after carefully reading Section 3 above and Section 37 of the Agreement to Purchase);
    - iv. Provide all requested information pertaining to the Buyer; and
    - v. Sign as Buyer (or as the authorized officer/agent of an entity identified as Buyer).

- (b) Write your initials and date at the bottom of the "Information About Brokerage Services" form.
- (c) Complete, sign and date the Seller's Addendum:
  - i. Write your initials in the lower left corners of pages 1 and 2; and
  - ii. Print and sign your name and write the date at the end of page 3.
- (d) Prepare a check for the 10% earnest money deposit payable to Botts Title Company.
- (e) Prepare a sealed bid envelope by writing "Sealed Bid for Cole's Antique Show" and the name and address of the bidder on the outside front of the envelope.
- (f) Place the earnest money check and the entire Agreement to Purchase and Seller's Addendum (all completed, signed and dated by the bidder) in the sealed bid envelope and send or deliver to the Auction Manager, Brent Wellings, as follows:

**Via overnight courier, U.S. Mail or personal delivery to:      Attn: Brent Wellings  
101 N. Main St.  
Stillwater, OK 74075**

A sealed bid may also be delivered in person at the site of Auction Tract 1 (located at 3625 S St Hwy 237, Round Top, TX 78954) between the hours of Noon to 5:00 pm on August 29, 2024. The Auction Manager will be present at this site during this time.

- 5. Your bid must be **received** not later than 5:00 o'clock p.m. (Central Daylight Time) on August 29, 2024.
- 6. **Your bid must be accompanied by an earnest money deposit in the form of a cashier's check, personal check or company check payable to "Botts Title Company". The earnest money deposit must be at least ten percent (10%) of the bid amount written on the Signature Page of the Agreement to Purchase.**
- 7. If your bid is accepted, your earnest money check will be delivered to Botts Title Company, as the Escrow Agent, to be deposited and held in escrow pursuant to the terms of the Agreement to Purchase. If your bid is not accepted on or before **Friday, September 6, 2024**, your earnest money check will be returned to you via U.S. Regular Mail at the Buyer's address provided on the Signature Page of the Agreement to Purchase submitted with your bid.
- 8. The submission of a bid constitutes an offer which, if accepted by Seller, shall constitute a binding contract for the sale and purchase of the Property in accordance with the terms contained in the Agreement to Purchase. Do not submit a bid unless and until you are familiar with the entire Agreement to Purchase, including but not limited to the disclosures and disclaimers set forth in Section 34 of the Agreement to Purchase.
- 9. **A 4% BUYER'S PREMIUM WILL BE AUTOMATICALLY ADDED TO YOUR BID AMOUNT TO ARRIVE AT THE PURCHASE PRICE.**
- 10. The property will be conveyed using the Pre-Auction Surveys legal description(s) without obtaining a new survey. There will be no Purchase Price adjustment for a shortage or excess of acres in either Tract.
- 11. If any provision of the Agreement to Purchase or Seller's Addendum conflicts with any other statement in the Sealed Bid Packet or any statement in the auction brochure or other marketing materials, the provision of the Agreement to Purchase or Seller's Addendum shall control. If any provision of the Agreement to Purchase conflicts with any provision of Seller's Addendum, the provision of Seller's Addendum shall control.
- 12. Seller reserves the right, in its sole judgment and discretion, to accept or reject any bid (and to waive any irregularity or informality in the submission of any bid).

13. A statement in the original marketing materials including the printed auction brochure regarding “Immediate Possession & Income for Fall 2024 Show” has been updated during the marketing period to correct an error in the original marketing materials, including the Auction Brochure to remove “Income for Fall 2024 Show”. In the updated marketing materials, the reference to “Income for Fall 2024 Show” has been deleted. In any event, any pre-closing access will be subject to the terms and conditions of the Pre-Closing Access Addendum.
14. If your bid is accepted, you may elect to begin certain authorized activities prior to Closing in accordance with and subject to the terms and conditions of the ***Pre-Closing Access Addendum*** included in the Sealed Bid Packet. If you intend to begin such activities prior to Closing, you must sign and deliver the Pre-Closing Access Addendum, deliver the Additional Earnest Money and provide proof of insurance in accordance with the terms thereof to Seller or Auction Company.
15. If any person intends to sign as an agent for the bidder/principal pursuant to a power of attorney (“POA”), the following provisions apply: (a) the POA authorizing such person to bid as an agent on behalf of such bidder/principal must be presented to Auction Company 24 hours prior to the sealed bid deadline and must contain a provision that the principal agrees to and shall be bound by all the terms and conditions of the purchase documents; (b) if the POA fails to contain such a provision, the POA will be subject to review by Seller and the bid submitted might not be accepted by Seller; (c) the principal and agent must be identified in accordance with the POA provisions set forth on the Signature Page of the Agreement to Purchase; and (d) a copy of the POA shall be included in your Sealed Bid.
16. Schrader Real Estate and Auction Company, Inc., Paul A. Lynn & Associates, LLC, and the auction manager, Brent Wellings, are **Seller Agents** and are acting solely on behalf of, and exclusively as the agents for, the Seller.

**All parties are responsible for consulting with their own respective attorneys regarding this Sealed Bid Packet and/or any document or transaction relating to the Property.**



# Information About Brokerage Services

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



**TYPES OF REAL ESTATE LICENSE HOLDERS:**

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

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

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

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

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

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

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

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

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

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

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

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

<u>Paul A. Lynn &amp; Associates, LLC</u>	<u>9000489</u>	<u>paullynnccim@gmail.com</u>	<u>713-825-1771</u>
Licensed Broker /Broker Firm Name or Primary Assumed Business Name	License No.	Email	Phone
<u>Paul A. Lynn, CCIM</u>	<u>0244902</u>	<u>paullynnccim@gmail.com</u>	<u>713-825-1771</u>
Designated Broker of Firm	License No.	Email	Phone
<u> </u>	<u> </u>	<u> </u>	<u> </u>
Licensed Supervisor of Sales Agent/ Associate	License No.	Email	Phone
<u> </u>	<u> </u>	<u> </u>	<u> </u>
Sales Agent/Associate's Name	License No.	Email	Phone

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

\_\_\_\_\_  
Date

**Sealed Bid Deadline:**  
5:00 o'clock p.m. (CDT)  
on Thursday, August 29, 2024

## **AGREEMENT TO PURCHASE**

This Agreement to Purchase (this "**Agreement to Purchase**") is executed by the parties(s) signing as Buyer(s) (hereinafter "**Buyer**", whether one or more) on the signature page of this Agreement to Purchase (the "**Signature Page**") in connection with a sealed bid auction (the "**Auction**") conducted by Schrader Real Estate and Auction Company, Inc. in cooperation with Paul A. Lynn & Associates, LLC (collectively, "**Auction Company**"), on behalf of BOKF NA, doing business as Bank of Texas, in its capacity as the Trustee of the Jim R. Cole Exempt Lifetime Trust ("**Seller**"), with respect to certain real estate in Fayette County, Texas put up for bids as two tracts identified as follows:

- Tract 1:** Approximately 12.3(±) acres of land out of the Dan E. Colton League, Abstract No. 33, Fayette County, Texas, as depicted in a Standard Land Survey dated July 26, 2024 by David L. Bowden R.P.L.S. (Prime Texas Surveys, Job No. 240650), together with the improvements and permanent fixtures presently existing on said land, being the parcel of real estate which is identified for property tax purposes as Property ID 58809, located at 3625 S St Hwy 237, aka 3637 S St Hwy 237 ("**Tract 1**").
- Tract 2:** Approximately 10.1(±) acres of land out of the Dan E. Colton League, Abstract No. 33, Fayette County, Texas, as depicted in a Standard Land Survey dated July 26, 2024 by David L. Bowden R.P.L.S. (Prime Texas Surveys, Job No. 240649), together with the improvements and permanent fixtures presently existing on said land, being the parcel of real estate which is identified for property tax purposes as Property ID 52867, located at 150 Huenefeld Lane ("**Tract 2**").

Buyer acknowledges having received the entire Sealed Bid Packet prepared for this Auction ("**Sealed Bid Packet**"), including the Bidder Instructions, Pre-Auction Surveys, the form of this Agreement to Purchase, the form of Seller's Addendum, the form of Pre-Closing Access Addendum, and the Preliminary Title Insurance Schedules. This "**Agreement**" collectively refers to the terms of this Agreement to Purchase, the terms of the Seller's Addendum in the form included in the Sealed Bid Packet ("**Seller's Addendum**"), and (if Buyer so elects) the terms of the Pre-Closing Access Addendum in the form included in the Sealed Bid Packet ("**Pre-Closing Access Addendum**"), all of which terms are incorporated herein by reference.

Buyer's execution and delivery of this Agreement, with the Bid Amount written on the Signature Page, constitutes an offer (this "**Offer**") to purchase the particular auction tract(s) designated as the included tract(s) on the Signature Page, being the real estate identified by reference to the same tract number(s) in the tract descriptions above (the "**Purchased Tract(s)**", whether one or both).

NOW, THEREFORE, Buyer offers and agrees to purchase from Seller and Seller (upon execution and delivery of Seller's acceptance) agrees to sell to Buyer the Property (as defined below) in accordance with and subject to the following terms and conditions:

1. **Subject of Agreement; Property.** The property to be conveyed and acquired pursuant to this Agreement (the "**Property**") consists of the land comprising the Purchased Tract(s), together with all buildings, improvements and permanent fixtures, if any, presently existing on said land; *provided, however*, notwithstanding the foregoing definition, the "**Property**" to be acquired by Buyer does not include the Minerals or any other item or property interest that is specifically excluded (or specified as not included) according to the express terms of this Agreement. This Agreement applies only to the Purchased Tract(s) designated on the Signature Page of this Agreement. Any provision of this Agreement that refers to a specific auction tract that is not one of the Purchased Tract(s) shall not apply unless and except to the extent that such provision also pertains to or affects the sale and/or conveyance of the Purchased Tract(s).

2. **Excluded Minerals.** All oil, gas, coal, coalbed methane, other hydrocarbons, lignite, metallic minerals and other minerals of every kind and nature on, in and under the surface of (and/or that may be produced from) the land comprising the Property, together with all rights and property appurtenant thereto (collectively, "**Minerals**"), are excluded from this sale and shall be excluded from the conveyance of the Property to Buyer. The meaning of the term "Property" as used throughout this Agreement shall be interpreted to exclude all Minerals.

3. **Other Excluded Items; Miscellaneous Included Items.** All inventory and other items of personal property are specifically excluded from this purchase; *provided, however*, if this purchase includes Tract 1 then, upon the conveyance of the Property to Buyer at Closing, Buyer shall automatically acquire Seller's interest with respect to the following items: (a) folding tables stamped "Cole's" located inside the buildings on Tract 1; and (b) all security cameras and associated equipment located on Tract 1 (collectively, the "**Miscellaneous Included Items**"); *provided, further*: (i) the meaning of the term "Property" as used throughout this Agreement shall not include (and the Conveyance Requirements shall not apply to) any such Miscellaneous Included Items; and (ii) Buyer shall acquire Seller's interest with respect to such Miscellaneous Included Items "AS IS" and without any promise, representation or warranty as to the character or condition of any item or the nature or extent of Seller's interest therein. **Implied warranties of merchantability or fitness for any particular purpose are hereby disclaimed by Seller.**

4. **Purchase Price; Buyer's Premium.** The purchase price for the Property (the "**Purchase Price**") consists of the amount in U.S. Dollars which is written as the Bid Amount on the Signature Page (the "**Bid Amount**"), plus a Buyer's Premium equal to four percent (4.0%) of the Bid Amount. **THE 4% BUYER'S PREMIUM IS AUTOMATICALLY ADDED TO THE BID AMOUNT TO ARRIVE AT THE PURCHASE PRICE.** Prior to the Closing, Buyer shall deliver Good Funds to the Escrow Agent in the amount of the Purchase Price, plus expenses charged to Buyer as provided in this Agreement, less applied Earnest Money and any other credits due Buyer as provided in this Agreement. "**Good Funds**" means immediately available funds delivered by confirmed wire transfer to an account designated by the Escrow Agent.

5. **Earnest Money.** With this Offer, Buyer shall deliver an earnest money deposit ("**Earnest Money**") payable to the Escrow Agent in an amount not less than ten percent (10%) of the Bid Amount. Upon Seller's acceptance of this Offer, the Earnest Money shall be delivered to the Escrow Agent to be held in escrow and applied towards the payment of the Purchase Price at Closing. "**Escrow Agent**" refers to *Botts Title Company, 346 N Jefferson, La Grange, TX 78945 (Tel: 979-968-8099).*

6. **Delivery of Title.** Seller shall furnish at Seller's expense, and shall execute and deliver at Closing, a deed conveying the Property to Buyer, subject to the Permitted Exceptions. The Property shall be conveyed by Trustee's Special Warranty Deed limited to the time Seller was in title and limited to the lesser of the net proceeds received by Seller for the Property or the assets in the trust at the time the claim is conclusively determined.

7. **Delivery of Possession.** Delivery of possession of the Property to Buyer shall be effective as of the completion of the Closing, subject to the Permitted Exceptions.

8. **Pre-Closing Access.** Buyer may elect to begin certain authorized activities prior to Closing in accordance with and subject to the terms and conditions of the Pre-Closing Access Addendum included in the Sealed Bid Packet. For pre-closing access, Buyer must sign and deliver the Pre-Closing Access Addendum and deliver the Additional Earnest Money and proof of insurance in accordance with the terms thereof.

9. **Personal Property on Site.** No personal property is included with this purchase except as otherwise provided with respect to the Miscellaneous Included Items (and, in any event, the meaning of the term "Property" as used throughout this Agreement does not include the Miscellaneous Included Items or any other personal property).

10. **Pre-Auction Surveys.** Buyer acknowledges having received copies of the Pre-Auction Surveys prior to making this Offer. For purposes of this Agreement, "**Pre-Auction Surveys**" refers to the following-described surveys, and "**Applicable Pre-Auction Survey(s)**" refers to one or both of the following-described surveys, as applicable with respect to the Purchased Tract(s): (a) a Standard Land Survey dated July 26, 2024 by David L. Bowden R.P.L.S. (Prime Texas Surveys, Job No. 240650) showing a 12.3-acre ( $\pm$ ) parcel out of the Dan E. Colton League, Abstract No. 33, in Fayette County, Texas, being the parcel identified as Tract 1 for purposes of this Agreement; and (b) a Standard Land Survey dated July 26, 2024 by David L. Bowden R.P.L.S. (Prime Texas Surveys, Job No. 240649) showing a 10.1-acre ( $\pm$ ) parcel out of the Dan E. Colton League, Abstract No. 33, in Fayette County, Texas, being the parcel identified as Tract 2 for purposes of this Agreement. The cost of the Applicable Pre-Auction Survey(s) shall be shared equally (50:50) by the Seller and Buyer. At Closing, the Property shall be conveyed (without obtaining a new post-auction survey) using: (i) the applicable existing legal description(s)

provided with the Preliminary Title Insurance Schedules; or (ii) a new legal description prepared by the surveyor based on the Applicable Pre-Auction Survey(s).

11. **Preliminary Title Evidence.** Buyer acknowledges having received, prior to making this Offer, copies of the following documents (collectively, the “**Preliminary Title Evidence**”): (a) the Pre-Auction Surveys; (b) the preliminary title insurance schedules prepared by Botts Title Company, dated August 2, 2024 and identified by reference to File Number FA-24-246, including preliminary Schedule A (with Exhibit A) and preliminary Schedules B, C and D (collectively, the “**Preliminary Title Insurance Schedules**”); and (c) the recorded documents referenced in the Preliminary Title Insurance Schedules. Buyer acknowledges that the Preliminary Title Insurance Schedules were included in the Sealed Bid Packet and all of the Preliminary Title Evidence has been posted to the Auction website ([www.schraderauction.com/auctions/8838](http://www.schraderauction.com/auctions/8838)). Buyer agrees to acquire the Property at Closing subject to and notwithstanding all matters referenced or shown in the Preliminary Title Evidence (except Liens, if any). “**Liens**” refers to, collectively, any/each mortgage, deed of trust, collateral assignment of rents, judgment lien and/or other monetary obligation attaching as a lien against the Property (if any) other than a lien for Taxes not yet due and payable.

12. **Final Title Commitment.** As a condition precedent to Buyer’s obligation to acquire the Property at Closing, Buyer has the right to receive an updated commitment (Form T-7), to be furnished by Seller and dated after this Agreement, for the issuance of a standard coverage owner’s title insurance policy (Form T-1) insuring fee simple title to the Property in the name of Buyer for the amount of the Purchase Price, free and clear of Liens and any other material encumbrance that does not constitute a Permitted Exception (“**Final Title Commitment**”). Unless otherwise mutually agreed in writing, the Final Title Commitment shall be prepared by the same company that prepared the Preliminary Title Evidence. Buyer agrees to accept the Final Title Commitment furnished by Seller notwithstanding: (a) standard exceptions, conditions and requirements; (b) any exception, condition or requirement that Seller intends to satisfy and/or remove (and is in fact satisfied and/or removed) at the time of or prior to Closing; (c) any specific or general exception or exclusion with respect to minerals; and/or (d) any matter listed, described or revealed in the Final Title Commitment that constitutes a Permitted Exception.

13. **Owner’s Title Policy.** If the Buyer elects to purchase a standard coverage owner’s title policy, in accordance with the Final Title Commitment (“**Owner’s Title Policy**”), Seller at Closing shall give Buyer a credit against the Purchase Price equal to one-half (1/2) of the premium paid by Seller for an Owner’s Title Policy, including the premium and any title service charges. The cost of any lender’s title insurance shall be charged to Buyer. Seller shall not be charged for any part of the cost of any extended or special title insurance coverage, lender’s title insurance and/or title insurance endorsement. Subject to the terms and conditions of this Agreement, Seller shall reasonably cooperate with respect to the satisfaction of the requirements for issuing the Owner’s Title Policy, as set forth in the Final Title Commitment. Buyer is responsible for the satisfaction of any title insurance requirement pertaining to Buyer or the proposed insured or any obligation of Buyer or the proposed insured or any title insurance requirement that can only be (or that reasonably should be) satisfied by Buyer as opposed to Seller (each a “**Buyer-Related Requirement**”). Seller shall have no obligation with respect to and Buyer’s obligations are not contingent upon: (i) the satisfaction of any Buyer-Related Requirement; or (ii) the availability or issuance of any extended or special title insurance coverage, any title insurance endorsement or any other title insurance product other than the Final Title Commitment for the issuance of the Owner’s Title Policy as described in this Agreement. Seller shall have no obligation with respect to the satisfaction of any title insurance requirement or condition that is contrary to or inconsistent with the provisions of this Agreement.

14. **Permitted Exceptions.** As between Buyer and Seller, Buyer agrees to accept title, possession, the deed, the Final Title Commitment, any title insurance and any survey subject to and notwithstanding any of the following matters (each a “**Permitted Exception**” and collectively the “**Permitted Exceptions**”): (a) existing roads, public utilities and drains; (b) visible and/or apparent uses and easements (and any utility easements serving the Property, whether or not visible or apparent); (c) existing pipelines, whether or not visible or apparent and whether or not appearing of record; (d) rights and/or claims relating to or arising from any variation between a deeded boundary line and a fence line, field line, ditch line or other visible occupancy or occupancy line; (e) any lien for Taxes not yet due and payable; (f) local ordinances, zoning laws and regulations or orders of municipal and/or other governmental authorities; (g) private building and use restrictions of record; (h) set back and building lines; (i) any outstanding reservations, severances and/or other rights with respect to minerals; (j) any recorded oil and/or gas lease, whether active or not; (k) the provisions of this Agreement and any matter



disclosed in this Agreement; (l) all environmental issues; (m) any easement, covenant, condition, restriction and/or other matter appearing of record and affecting the Property (except Liens, if any); and (n) all easements, conditions, restrictions, reservations and/or other matters affecting the Property (except Liens, if any) disclosed, identified or listed as exceptions in the Preliminary Title Evidence, whether or not appearing of record.

15. **Conveyance Requirements.** Buyer's obligation to purchase and acquire the Property at Closing is contingent upon the satisfaction of the following conditions and requirements (collectively, the "**Conveyance Requirements**"): (a) that Seller is able to convey fee simple title to the Property, free and clear of any material encumbrance that does not constitute a Permitted Exception; (b) that Seller is able to deliver possession of the Property in accordance with the terms of this Agreement (subject to the Permitted Exceptions); (c) that Buyer has received the Final Title Commitment in accordance with the terms of this Agreement confirming that, upon satisfaction of the requirements set forth therein, except if any of said requirements are inconsistent with the provisions of this Agreement, the title insurance company will issue a standard coverage owner's title insurance policy insuring fee simple title to the Property in the name of Buyer for the amount of the Purchase Price, free and clear of any material encumbrance that does not constitute a Permitted Exception; and (d) that the title agent/escrow agent administering the Closing has confirmed that all requirements for issuing such owner's title insurance policy have been or will be satisfied; *provided, however*, Buyer is responsible for satisfying (and Buyer's obligations are not contingent upon the satisfaction of) any Buyer-Related Requirement as defined above. For purposes of this Agreement, the title to the Property shall be deemed sufficient and marketable if Seller is able to convey the Property in conformance with the Conveyance Requirements. If Seller is unable to convey the Property in conformance with the Conveyance Requirements: (i) such inability shall constitute a failure of said condition, but not a Seller default; and (ii) either party may terminate this Agreement prior to Closing by written notice to the other; *provided, however*, prior to any such termination by Buyer, Buyer must give Seller sufficient written notice of the nonconformity to enable Seller to cure such nonconformity and Seller shall have the right to extend the time for Closing, in order to cure such nonconformity, for a period of up to 60 days from the later of the effective date of such notice or the targeted Closing date stated in Section 17 below. Any such non-conformity shall be deemed cured if the Escrow Agent and/or Seller provides commercially reasonable evidence and/or assurance that such non-conformity has been or will be paid, satisfied, removed and/or released (as applicable) prior to or in connection with the Closing. In the event of termination by either party pursuant to this Section, Buyer shall be entitled to the return of the Earnest Money as Buyer's sole and exclusive remedy.

16. **Conditions to Closing.** Buyer's obligation to purchase and acquire the Property at Closing is not contingent upon any further inspection, investigation or evaluation of the Property or upon Buyer's ability to obtain any loan or permit. Buyer's obligation to purchase and acquire the Property at Closing is not contingent upon the satisfaction of any condition except: (a) the performance (or tender of performance) of all covenants and obligations which are to be performed by Seller at the time of or prior to Closing according to the express terms of this Agreement; and (b) any condition or requirement the satisfaction of which is made a condition precedent in favor of Buyer according to the express terms of this Agreement (including the condition that Seller is able to convey the Property in conformance with the Conveyance Requirements).

17. **Closing.** Subject to the terms and conditions of this Agreement, the final delivery and exchange of documents and funds in connection with the consummation of the sale and purchase of the Property in accordance with this Agreement ("**Closing**") shall occur **on November 4, 2024**, *provided, however*, if for any reason the Closing does not occur on November 4, 2024 then, subject only to the satisfaction of the conditions described in Section 16 above, Buyer shall be obligated to close on a date specified in a written notice from Seller or Seller's agent to Buyer or Buyer's agent which date must be: (a) at least 7 days after the effective date of such notice; and (b) at least 7 days after completion of the survey and the Final Title Commitment. Unless otherwise mutually agreed in writing, the Closing shall be held at and/or administered through the office of the Escrow Agent.

18. **Seller's Expenses.** The following items shall be charged to Seller and paid out of the sale proceeds that would otherwise be delivered to Seller at Closing: (a) the cost of releasing any Liens, if any, and recording the releases; (b) one-half of the fee charged by the Escrow Agent to administer a cash closing; (c) one-half of the cost of the Applicable Pre-Auction Survey(s); (d) any sums due Auction Company in connection with this transaction; (e) any expense stipulated to be paid by Seller under any other provision of this Agreement; and (f) any expense normally charged to a Seller at Closing and not specifically charged to Buyer in this Agreement.

19. **Buyer's Expenses.** The following items shall be charged to Buyer and paid out of Good Funds delivered by Buyer to the Escrow Agent prior to Closing: (a) any expense paid at Closing in connection with a loan obtained by Buyer, including any loan commitment fees, document preparation fees, recording fees and/or lender's title examination fees; (b) one-half of the fee charged by the Escrow Agent to administer a cash closing (and 100% of any additional closing fees due to any loan); (c) one-half of the cost of the Applicable Pre-Auction Survey(s); (d) 100% of the cost of the standard coverage Owner's Title Policy and 100% of the cost of any extended or special title insurance coverage, lender's coverage and/or title insurance endorsements); (e) any expense stipulated to be paid by Buyer under any other provision of this Agreement; (f) any closing expense that is customarily charged to a purchaser and is not specifically charged to Seller in this Agreement; and (g) any other expense that is not allocated to Seller according to the terms of this Agreement.

20. **Prorated Taxes.** General property taxes and any special assessments that are or may become a lien against the Property ("**Taxes**") shall be prorated and paid as follows: (a) Seller shall pay the Taxes attributed to the period up to and including the day of Closing; (b) Buyer shall pay the Taxes attributed to the period after Closing to the extent attributed to the Property; and (c) any unpaid Taxes due at the time of Closing shall be collected from the proper party(ies) at Closing and paid directly to the appropriate tax collection office; *provided, however*, if the Taxes for the calendar year in which the Closing occurs (and/or any prior year) are not ascertainable and payable at the time of Closing: (i) such Taxes shall be estimated for each such year based on the amount last billed for a calendar year; (ii) the total amount thus estimated ("**Estimated Taxes**") shall be allocated in like manner, consistent with the foregoing provisions; and (iii) Seller's share of the Estimated Taxes, to the extent attributed to the Property, shall be paid via credit against the sums due from Buyer at Closing. Buyer shall then pay all Taxes when due after Closing. Any shortage or surplus with respect to the estimated amount credited by Seller at Closing shall be paid or retained by or refunded to Buyer, with no further settlement or adjustment after Closing.

21. **Rollback Taxes.** If the Taxes have been determined by a special appraisal method that allows for appraisal of the land at less than its market value, an additional tax, penalty and/or interest may be imposed or assessed as a result of the transfer of the Property or a change in use ("**Additional Assessments**"). Any Additional Assessments shall be paid by Buyer; *provided, however*, Seller shall pay any Additional Assessments that are attributable to Seller's change in use of the Property prior to Closing or a denial of a special use valuation on the Property claimed by Seller for any period prior to Closing.

22. **Risk of Loss.** The Property shall be conveyed at Closing in substantially its present condition and Seller assumes the risk of loss and damage until Closing; *provided, however*, Buyer shall be obligated to acquire the Property notwithstanding the occurrence of any of the following prior to Closing: (a) normal use, wear and tear; (b) loss or damage that is repaired prior to Closing; and (c) loss covered by Seller's insurance if Seller agrees to assign to Buyer all insurance proceeds covering such loss.

23. **Remedies; Buyer Default.** As used herein, the term "**Buyer Default**" refers to any defect or default with respect to delivery of the Earnest Money (including nonpayment or dishonor of any check) and/or the failure of this transaction to close due to nonperformance, breach and/or default with respect to the Buyer's obligation(s) under this Agreement. In the event of a Buyer Default, the following provisions shall apply:

(a) Seller shall have the right to demand and recover liquidated damages in an amount equal to ten percent (10%) of the Bid Amount. Upon Seller's demand and receipt of such liquidated damages, this Agreement shall be completely terminated in all respects. Buyer acknowledges and agrees that, in the event of a Buyer Default, the amount of Seller's damages would be uncertain and difficult to ascertain and that 10% of the Bid Amount is fairly proportionate to the loss likely to occur due to a Buyer Default. If these liquidated damages provision is adjudicated as unenforceable, Seller may recover and Buyer agrees to pay actual damages (plus expenses and attorney fees).

(b) The Earnest Money shall be applied towards any sums that Seller is entitled to recover from Buyer and, upon Seller's demand, Buyer shall execute and deliver to the Escrow Agent an instrument authorizing the payment of such funds to Seller up to the amount due Seller. If Buyer fails to execute and deliver such authorization, the funds shall remain in escrow until properly adjudicated and Seller shall have the right to recover from Buyer, in addition to any other recovery, all expenses, including reasonable attorney fees, thereafter incurred by Seller in seeking to enforce any right or remedy.

(c) Without limiting the foregoing provisions, Seller's remedies in the event of a Buyer Default shall include the right to terminate Buyer's right to acquire the Property under this Agreement (without prejudice to Seller's right to recover damages, including liquidated damages as provided above) by giving notice of such termination to Buyer. Any such termination shall be effective as of a date specified in a notice of termination from Seller to Buyer (but not earlier than the effective date of the notice). At any time after the effective date of such termination, Seller shall have the absolute and unconditional right to sell the Property free and clear of any right or claim of Buyer whatsoever.

24. **Remedies; Seller Default.** The term "**Seller Default**" refers to the failure of this transaction to close due to nonperformance, breach and/or default with respect to the Seller's obligation(s) under this Agreement; *provided, however,* if Seller is unable to convey the Property in accordance with the Conveyance Requirements, such inability shall constitute a failure of a condition under Section 15 above, and not a Seller Default. In the event of a Seller Default: (a) Buyer shall have the right to demand and receive a full refund of the Earnest Money; and (b) upon such demand and Buyer's receipt of the Earnest Money, this Agreement shall be completely terminated in all respects at such time.

25. **Remedies; General.** Notwithstanding any other provision, if this transaction fails to close, the Escrow Agent is authorized to hold the Earnest Money until it receives either: (a) written disbursement instructions signed by Buyer and Seller; (b) a written release signed by one party authorizing disbursement to the other party; or (c) a final court order specifying the manner in which the Earnest Money is to be disbursed. In the event of a lawsuit between the parties seeking any remedy or relief in connection with this Agreement and/or the Property, the prevailing party in such lawsuit shall be entitled to recover its reasonable attorneys' fees and expenses. **TO THE FULL EXTENT PERMITTED BY LAW, BUYER AND SELLER HEREBY WAIVE ANY RIGHT TO A TRIAL BY JURY (TO THE EXTENT THAT SUCH RIGHT NOW OR HEREAFTER EXISTS) WITH REGARD TO THIS AGREEMENT AND/OR THE PROPERTY AND/OR ANY CLAIM, COUNTERCLAIM, THIRD PARTY CLAIM OR OTHER ACTION ARISING IN CONNECTION THEREWITH.**

26. **Notices.** A notice given to a party under this Agreement shall be in writing and sent to the party's notification address (as provided below) via any overnight delivery service provided by USPS, FedEx or UPS that includes proof of delivery. A legible PDF copy of the notice shall be sent to any email address(es) provided with the party's notification address in this Agreement; *provided, however,* a Closing date notice sent by or on behalf of Seller pursuant to Section 17 above may be sent either: (a) in accordance with the foregoing provisions; or (b) solely by email (with or without a separate writing or attachment). **A copy of any notice shall be sent to the Auction Company via email to: [Brent@schraderauction.com](mailto:Brent@schraderauction.com).** A notice shall be effective immediately as of the first day on which the notice has been sent in accordance with the requirements of this Section (regardless of the date of receipt). Subject to each party's right to change its notification address (by giving notice of such change to all other parties), the parties' notification addresses are as follows:

If to Seller: BOKF, NA, Russell K. Jones, 3009 Post Oak Blvd, STE 1300, Houston, TX 77056  
With PDF copies via email to: [russell.jones@bokf.com](mailto:russell.jones@bokf.com)

If to Buyer: The Buyer's mailing address (and email address, if any) provided on the Signature Page.

27. **1031 Exchange.** Each party shall reasonably cooperate if another party intends to structure the transfer or acquisition of all or any part of the Property as part of an exchange under §1031 of the Internal Revenue Code ("**Exchange**"). The rights of a party may be assigned to a qualified intermediary or exchange accommodation titleholder for purposes of an Exchange, but the assignor shall not be released from any obligation under this Agreement. No party shall be required to acquire title to any other property, assume any additional liabilities or obligations or incur any additional expense as a result of another party's Exchange.

28. **Disclosure of Agency Relationships.** Auction Company and their respective agents and representatives (including the auction manager, Brent Wellings) are Seller Agents and are acting solely on behalf of, and exclusively as the agents for, the Seller. **By signing this Agreement, Buyer hereby acknowledges that the agency relationships of Auction Company and the auction manager (as *Seller Agents*) have been identified and disclosed in the marketing materials, in the Bidder Instructions and in this Agreement.** Buyer and Seller acknowledge receipt of the "Information About Brokerage Services" form.

29. **Sales Commission.** The commission due Auction Company shall be paid by Seller pursuant to a separate agreement. Buyer shall indemnify and hold harmless Seller and Auction Company from and against any claim of any broker or other person who is or claims to be entitled to any commission, fee or other compensation relating to the sale of the Property as a result of Buyer's dealings with such other broker or person.

30. **Execution Authority.** With respect to any limited liability company, corporation, partnership, trust, estate or any other entity other than an individual or group of individuals ("**Entity**") identified on the Signature Page as a party to this Agreement (or as a partner, member, manager or fiduciary signing on behalf of a party to this Agreement), such Entity and each individual and/or Entity purporting to sign this Agreement on behalf of such Entity jointly and severally represent that: (a) such Entity has full power and authority to execute this Agreement; (b) all action has been taken and all approvals and consents have been obtained which may be required to properly authorize the execution of this Agreement on behalf of such Entity; (c) the individual(s) purporting to sign this Agreement on behalf of such Entity has/have full power and authority to execute this Agreement on behalf of (and as the binding act of) such Entity; and (d) this Agreement has been properly executed on behalf of (and as the binding act of) such Entity.

31. **Successors and Assigns.** The terms and provisions of this Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns; provided, however, that no assignment by Buyer (other than an assignment to a qualified intermediary or accommodation titleholder in connection with an Exchange) shall be valid unless approved in writing by Seller and, in any case, Buyer shall not be released from Buyer's obligations by reason of any assignment but shall absolutely and unconditionally guaranty payment and performance by the assignee.

32. **Miscellaneous Provisions.** The meaning ascribed to a particular capitalized term where it appears in this Agreement with quotation marks shall apply to such capitalized term as it is used throughout this Agreement. As used throughout this Agreement, the word "including" shall be construed as "including but not limited to". Time is of the essence of this Agreement. All provisions of this Agreement shall survive the Closing unless and except as otherwise provided or required by the express terms of this Agreement. This Agreement contains the entire agreement of the parties and supersedes any statement, promise or representation made or purportedly made prior to this Agreement by either party and/or their respective agents. Neither party is relying upon any statement or promise that is not set forth in this Agreement. Neither party shall be bound by any purported oral modification or waiver. If any provision of this Agreement conflicts with any other statement in the Sealed Bid Packet or any statement in the auction brochure or other marketing materials, the provision of this Agreement shall control. If any provision of this Agreement to Purchase conflicts with any provision of Seller's Addendum, the provision of Seller's Addendum shall control. This Agreement may be executed in multiple counterparts, all of which together shall constitute one and the same instrument. For purposes of the execution of this Agreement, the electronic transmission of a signed counterpart via email, fax or a commonly-used electronic signature service such as DocuSign® or dotloop® shall have the same effect as the delivery of an original signature.

33. **Buyer's Acknowledgment of Certain Disclosures and Disclaimers.** Buyer acknowledges and agrees that:

(a) Prior to submitting this Offer, Buyer received the entire Sealed Bid Packet and the Preliminary Title Evidence described in Section 11 above and was informed of the correction to the original marketing materials, including the Auction Brochure deleting "Income From Fall 2024 Show".

(b) Information booklets have been provided to prospective buyers in printed form and/or via download from the auction website. The information booklets include information obtained or derived from various sources, including topography and flood maps, property tax information, template rental agreement, advertised price sheet, main building booth map, annex building booth map, letter from Arrowhead Project Services, LLC, regarding sewer for both Tract 1 and 2 and Sewer Permit with installation map and design disclosing the sewer location filed in the Fayette County Clerk records. Such information has been provided subject to (and not as a substitute for) a prospective buyer's independent investigation and verification. Although believed to be from reliable sources, the Seller and Auction Company disclaim any warranty or liability for the information provided.

(c) Buyer's obligations under this Agreement are not contingent upon the results of any further inspection, investigation or evaluation of the character or condition of the Property or its suitability for any particular use or purpose. Buyer is responsible for having completed all such inspections, investigations and evaluations prior to submitting this Offer. Buyer acknowledges (and represents to Seller) that Buyer has either

completed all such inspections, investigations and evaluations or has knowingly and willingly elected to purchase the Property without having done so. **IN ANY CASE, BUYER ASSUMES ALL RISKS AND AGREES TO PURCHASE AND ACQUIRE THE PROPERTY “AS IS, WHERE IS” AND WITHOUT ANY WARRANTY OF ANY KIND AS TO ITS CHARACTER OR CONDITION OR ITS SUITABILITY FOR ANY PARTICULAR USE OR PURPOSE.**

(d) Without limiting the foregoing provisions, Seller, Auction Company and their respective agents and representatives disclaim any promise, representation or warranty as to: (i) acreages; (ii) zoning matters; (iii) environmental matters; (iv) water rights; (v) the availability or location of any utilities; (vi) the availability of any permit (such as, but not limited to, any building permit, zoning permit or highway/driveway permit); (vii) whether or not the Property is qualified or suitable for any particular use or purpose; and/or (viii) the accuracy of any third party reports or materials provided in connection with this Agreement and/or the marketing of the Property and/or the Auction.

(e) Seller shall have no obligation before or after Closing with respect to (and Buyer’s obligations under this Agreement are not contingent upon obtaining) any permit or approval that Buyer may need in connection with any prospective use, improvement or development of the Property. Buyer acknowledges that Seller has not agreed to perform any work on or about the Property before or after Closing.

(f) The auction tract map provided in the auction brochure and other marketing materials has been updated based on the Pre-Auction Surveys. The updated version of the auction tract map has been posted to the auction website. The auction tract map is an approximation and is provided for identification and illustration purposes only. It is not provided as a survey product and it is not intended to depict or establish authoritative boundaries or locations. If a dispute arises prior to Closing as to the location of any boundary affecting the Property, Auction Company may terminate this Agreement by giving written notice of termination to Buyer (but only with the consent of Seller). In the event of such termination, the Earnest Money shall be refunded to Buyer and the Property may be re-sold free and clear of any claim of Buyer. In lieu of such termination, Seller may elect instead to enforce this Agreement according to its terms.

(g) The advertised acre estimates, as shown in the marketing materials, are approximate. As an update to the marketing materials, the Pre-Auction Surveys show 12.3 acres for Tract 1 and 10.1 acres for Tract 2. No warranty or authoritative representation is made as to the number of acres included with the Property. The purchase price shall not be subject to adjustment regardless of the number of acres shown in any survey or other record prepared before or after the Auction.

(h) Advertised square footages and dimensions are approximate and have been estimated based on property tax records. No warranty or authoritative representation is made as to the size or dimensions of all or any part of any structure.

(i) Tract 2 is currently served by a septic line going from Tract 2 to Tract 1. If Tracts 1 and 2 are not purchased together, the Buyer of Tract 1 shall have the right to cause the septic system on Tract 1 to be disconnected from Tract 2; and (b) the Buyer of Tract 2 shall be responsible for installing any additional septic system facilities needed on Tract 2. Reference is made to the Arrowhead Project Services, LLC letter dated August 19, 2024, posted to the auction website.

(j) Seller is in the process of negotiating an easement for access with an adjacent property owner. Seller believes that the adjacent property owner will convey an access easement to connect Parcel 1 and Parcel 2. **However, Seller makes no guarantees or representations regarding the successful acquisition of such an easement or the timing thereof.**

34. **Statutory Notices.** For purposes of the following statutory notices, “**you**” refers to Buyer.

(a) **ABSTRACT OR TITLE POLICY:** Auction Company is required by law to notify you, as Buyer, that you should have an abstract of title covering the Property examined by an attorney of your choice, OR you should be provided with or obtain a title insurance policy. By signing below, you acknowledge receipt of the foregoing notice. (Note: For purposes of this Agreement, title insurance is to be furnished in accordance with terms of Sections 12 and 13 above.)

(b) **NOTICE REGARDING POSSIBLE LIABILITY FOR ADDITIONAL TAXES:** If for the current ad valorem tax year the taxable value of the land that is the subject of this contract is determined by a special appraisal method that allows for appraisal of the land at less than its market value, the person to whom the land is transferred may not be allowed to qualify the land for that special appraisal in a subsequent tax year and the land may then be appraised at its full market value. In addition, the transfer of the land or a subsequent change in the use of the land may result in the imposition of an additional tax plus interest as a penalty for the transfer or the change in the use of the land. The taxable value of the land and the applicable method of appraisal for the current tax year is public information and may be obtained from the tax appraisal district established for the county in which the land is located.

(c) **NOTICE REGARDING POSSIBLE ANNEXATION:** If the property that is the subject of this contract is located outside the limits of a municipality, the property may now or later be included in the extraterritorial jurisdiction of a municipality and may now or later be subject to annexation by the municipality. Each municipality maintains a map that depicts its boundaries and extraterritorial jurisdiction. To determine if the property is located within a municipality's extraterritorial jurisdiction or is likely to be located within a municipality's extraterritorial jurisdiction, contact all municipalities located in the general proximity of the property for further information.

(d) **CERTIFICATED SERVICE AREA OF A UTILITY SERVICE PROVIDER:** The real property, described in Section 1 above, that you are about to purchase may be located in a certificated water or sewer service area, which is authorized by law to provide water or sewer service to the properties in the certificated area. If your property is located in a certificated area there may be special costs or charges that you will be required to pay before you can receive water or sewer service. There may be a period required to construct lines or other facilities necessary to provide water or sewer service to your property. You are advised to determine if the property is in a certificated area and contact the utility service provider to determine the cost that you will be required to pay and the period, if any, that is required to provide water or sewer service to your property. The undersigned purchaser hereby acknowledges receipt of the foregoing notice at or before the execution of a binding contract for the purchase of the real property described in Section 1 above. At Closing, Buyer and Seller shall cooperate with respect to the execution and recording of any notice required by Section 13.257(g) of the Texas Water Code, if applicable.

(e) **PROPANE GAS SYSTEM SERVICE AREA:** The real property, described below, that you are about to purchase may be located in a propane gas system service area, which is authorized by law to provide propane gas service to the properties in the area pursuant to Chapter 141, Utilities Code. If your property is located in a propane gas system service area, there may be special costs or charges that you will be required to pay before you can receive propane gas service. There may be a period required to construct lines or other facilities necessary to provide propane gas service to your property. You are advised to determine if the property is in a propane gas system service area and contact the distribution system retailer to determine the cost that you will be required to pay and the period, if any, that is required to provide propane gas service to your property. The undersigned purchaser hereby acknowledges receipt of the foregoing notice at or before the execution of a binding contract for the purchase of the real property described in Section 1 above or at closing of purchase of the real property.

(f) **RESIDENTIAL PROPERTY DISCLOSURE FORM.** This is a sealed-bid Auction of commercial property and no disclosure is required. If the Auction was solely for residential real property, Tex. Prop. Code Section 5.008(e)(5) exempts Seller from providing such disclosure.

**35. Offer and Acceptance.** Buyer's execution and delivery of this Offer constitutes an offer to purchase the Property which may be accepted or rejected by Seller for any reason in the Seller's sole discretion and, if accepted by Seller, shall constitute a binding purchase contract between Seller and Buyer for the sale and purchase of the Property in accordance with the terms and conditions set forth herein. This Offer shall be treated as having been accepted by the Seller only if Seller's acceptance is signed by Seller on the Signature Page. This Offer shall be treated as having been rejected by the Seller only if: (a) Seller has given written notice of rejection to the Buyer; (b) the Earnest Money has been returned to Buyer prior to Seller's acceptance; (c) Seller has accepted another offer for all or any part of the Property; or (d) Seller has failed to accept this Offer within the time specified in Section 37 below.

36. **Multiple Offers and Alternative Bidding.** This Section applies if the undersigned bidder submits or has submitted any other offer (in addition to this Offer) with respect to a different set of one or more tract(s). If “Multiple Alternative Bids” is indicated on the Signature Page, this Offer may not be accepted if Seller accepts or intends to accept any other offer submitted by the undersigned Buyer with respect to a different tract or combination. Otherwise, this Offer may be accepted regardless of Seller’s acceptance or rejection of any other offer submitted by the undersigned Buyer.

37. **Expiration of Offer; Acceptance Deadline.** This Offer expires unless it is accepted by Seller on or before 11:59 o’clock p.m. (CDT) on **Friday, September 6, 2024.**

[The remainder of this Agreement is contained in the immediately-following Signature Page.]

[Signature Page]

IN WITNESS WHEREOF, Buyer offers and agrees to purchase the particular tract(s) designated as the included tract(s) in the table below for the amount of the Purchase Price written below. Buyer's initials or mark in the "Yes" column in the table below indicate tract(s) that is/are included as part of the Property for purposes of this Offer and Agreement.

	Included as part of the Property for purposes of this Offer:	
	Yes	No
<i>Instructions to Bidder:</i> Write your initials or place your mark in the "Yes" column next to the tract(s) that you are offering to purchase pursuant to this Offer. If you do not intend to include both tracts in this Offer, you may write your initials or place your mark in the "No" column next to the excluded tract and/or you may strike or cross out the reference to the excluded tract.		
<b>Tract 1:</b> Tract 1 as defined on page 1 above, incl. 12.3(±) acres in Fayette County, Texas		
<b>Tract 2:</b> Tract 2 as defined on page 1 above, incl. 10.1(±) acres in Fayette County, Texas		

**Bid Amount for the Included Tract(s):** \$ \_\_\_\_\_

**THE PURCHASE PRICE IS THE BID AMOUNT WRITTEN ABOVE PLUS A BUYER'S PREMIUM EQUAL TO FOUR PERCENT (4%) OF THE BID AMOUNT TO ARRIVE AT THE PURCHASE PRICE FOR THE PROPERTY.**

*Instructions to Bidder:* See Section 36 above, regarding "Multiple Offers and Alternative Bidding", and check one of the following:

- No Other Bids:** The undersigned bidder is not submitting any other offer concurrently with this Offer.
- Multiple Alternative Bids:** This Offer may not be accepted by Seller if Seller accepts or intends to accept any other offer submitted by the undersigned bidder with respect to a different set of one or more tract(s).
- Multiple Independent Bids:** This Offer may be accepted by Seller regardless of Seller's acceptance or rejection of any other offer submitted by the undersigned bidder.

Instructions for use of **POWER OF ATTORNEY**, if applicable:  
 The following instructions apply if any person is signing below as an agent for the Buyer (principal) pursuant to a Power of Attorney (POA) authorizing such agent to sign on behalf of the Buyer (principal):

1. The POA must contain a provision that the principal agrees to and shall be bound by all the terms and conditions of the purchase documents. If the POA fails to contain such a provision, the POA will be subject to review by Seller and the purchase documents may not be accepted by Seller.
2. The principal shall be identified by name as the "Buyer", below.
3. The person signing below shall be identified by name as "agent" for the named Buyer (principal).
4. A copy of the POA shall be provided to Seller when the purchase documents are presented to Seller for acceptance.

**SIGNATURE OF BUYER:** On the \_\_\_\_\_ day of August, 2024, this Agreement is signed by the undersigned, constituting the "Buyer" for purposes of this Agreement:

\_\_\_\_\_  
**Printed Name(s) of Buyer(s)** (For a business entity, write the full legal name, the type of entity and the state of incorporation / organization)

\_\_\_\_\_  
**Signature(s) of Buyer(s) or agent signing on behalf of Buyer(s)**

*If signing as an agent:*

Printed name of signor/agent: \_\_\_\_\_  
 Signing capacity:  authorized officer of corp.  authorized member/manager of LLC  Power of Attorney  
 other (specify): \_\_\_\_\_

\_\_\_\_\_  
 (Buyer's Address) (City, State, Zip)

\_\_\_\_\_  
 (Buyer's Telephone Number) (Buyer's Email Address)

\_\_\_\_\_  
 (Buyer's Lender, if any, and Lender Contact Info.)

Buyer intends or desires to take title as follows: \_\_\_\_\_

**ACCEPTED BY SELLER** on \_\_\_\_\_, 2024:  
 BOKF NA, doing business as Bank of Texas, in its capacity as the Trustee of the Jim R. Cole Exempt Lifetime Trust, by:

Sign: \_\_\_\_\_  
 Print: \_\_\_\_\_  
 Office/Title: \_\_\_\_\_

**RECEIPT OF EARNEST MONEY:**

Amount received: \$ \_\_\_\_\_  
 Date received: \_\_\_\_ / \_\_\_\_ / 2024  
 Botts Title Company, by:

Sign: \_\_\_\_\_  
 Print: \_\_\_\_\_



## EXHIBIT "A"

### SELLER'S ADDENDUM

This Addendum supplements and is attached to and made a part of a certain Agreement to Purchase executed concurrently herewith (the "Agreement to Purchase") by and between the undersigned Buyer(s) (hereinafter referred to as "Buyer", whether one or more) and the undersigned BOKF, NA, dba Bank of Texas, as Trustee of the Jim R. Cole Exempt Lifetime Trust (collectively, "Seller"), pursuant to which Buyer has agreed to purchase from Seller the surface rights with respect to certain real estate in Fayette County, Texas, excluding all Minerals, being one or more of the tracts put up for bids at the sealed bid auction conducted on behalf of Seller on August 29<sup>th</sup>, 2024, as designated in the Agreement to Purchase (the "Property"), all in accordance with and subject to the terms and conditions of the Agreement to Purchase and all addenda thereto, including this Addendum (collectively, the "Agreement"). The terms of the Agreement (other than this Addendum) are hereby supplemented, amended and modified in accordance with this Addendum, as follows:

1. Seller is acting as a fiduciary in the course of the administration of a guardianship, conservatorship, trust, or decedent's estate. The Agreement is executed by Seller, strictly in its fiduciary capacity, and Seller shall have no liability whatsoever in its separate corporate &/or individual capacity on any agreement contained in the Agreement.
2. Seller specifically excepts and reserves all minerals, including without limitation, oil, gas, coal, coalbed methane, all other hydrocarbons, lignite, all metallic minerals, and all other minerals of every kind and nature on, in and under that are associated with and/or may be produced from the Property and all rights appurtenant thereto, and the term "Property" shall not include any mineral rights.
3. Buyer acknowledges that Buyer is purchasing the Property in its present condition, "AS IS, WHERE IS", subject to any current leases, conservation agreements, zoning, restriction limitations, ingress and egress imitations, undivided interest in the Property, availability, existence or location of utilities, flooding, environmental conditions and/or latent, patent, known or unknown defects, if any. Buyer acknowledges that the risks assumed by the Buyer were taken into account by Buyer in determining the purchase price Buyer was willing to pay for the Property.
4. Seller states that Seller has never occupied the Property and Seller makes no warranties, covenants or disclosures concerning the condition of the Property. Buyer acknowledges that Seller and Seller's agents are making no representation or warranty, either express or implied, concerning the past or present condition of the Property or any improvements, components, fixtures, equipment or appliances in or on the Property.
5. The Buyer represents to Seller that Buyer was urged to carefully inspect the Property and any improvements, components, environmental conditions, ingress or egress limitations, utilities, fixtures, equipment or appliances in or on the Property and, if desired, to have the Property inspected by an expert. Buyer acknowledges that Buyer was responsible for conducting Buyer's own independent inspections, investigations, inquiries, and due diligence concerning the Property. Buyer shall indemnify, defend and hold Seller harmless from any and all loss, cost,

BUYER'S INITIALS: \_\_\_\_\_

SELLER'S INITIALS: \_\_\_\_\_

expense, damage, liability, mechanics' or materialmen's lien or claim of lien, action or cause of action, including without limitation attorneys' fees and costs, arising from or relating to any and all inspections, studies, investigations or entries upon the Property by Buyer or Buyer's agents or representatives and all other claims pertaining to or in any way relating to the Agreement. Such indemnity shall expressly survive closing or any termination of the Agreement, if no Closing occurs and the Agreement is terminated.

6. It is agreed and understood that Buyer shall not have the right to assign the Agreement to a third party without the Seller's prior written consent, which consent shall not be unreasonably withheld.
7. It shall not be considered Default under the terms of the Agreement if Seller's Title defects cannot be corrected for less than \$5,000.00. Likewise, Buyer may not seek specific performance in the event that Seller's Title defects cannot be corrected for less than \$5,000.00.
8. Notwithstanding any other provision of the Agreement, Seller shall be obligated only to convey a merchantable title by PERSONAL REPRESENTATIVE and/or EXECUTOR'S DEED without warranty or a TRUSTEE'S SPECIAL WARRANTY DEED limited to (a) the time Seller was in title and (b) the lesser of the net proceeds received by Seller for the Property or the assets in the Trust at the time the claim is conclusively determined, (and such affidavits, agreements and evidence of authority as reasonably required by the Title Company that are not in conflict with the terms of the Agreement), as applicable, conveying to Buyer all of Seller's respective right, title and interest in the Property so as to enable Buyer to acquire the fee simple title in and to the Property, subject to, without limitation, all apparent and visible uses and Easements, all Permitted Exceptions, all matters of record affecting title to the Property, any outstanding oil, gas, or other mineral deeds, leases or agreements, all matters which a current survey of the Property would indicate, any and all encumbrances against the Property, and the rights of tenants, if any, on the Property.
9. The Agreement to Purchase may be subject to the approval of the Court and/or the Internal Trust Committee of the Seller. In the event the Court and/or the Internal Trust Committee does not approve this Agreement within ten (10) business days, Seller may cancel and terminate this contract by notice in writing to Buyer.
10. Buyer represents that Buyer is not a director, officer, employee, or a family member of a director, officer, or employee of BOK Financial, or any of its subsidiaries, nor is Buyer acting on behalf of any such officer, director, employee or family member.
11. Buyer represents that Buyer is not: (a) a person, group, entity, or nation named by any Executive Order or the United States Treasury Department, through OFAC or otherwise, as a terrorist, "Specially Designated National", "SDN", "Blocked Person", or other banned or blocked person, entity, nation, or transaction pursuant to any law, order, rule or regulation that is enforced or administered by OFAC or another department of the United States government, (b) Buyer is not acting on behalf of any such person, group, entity, or nation, and (c) Buyer is not engaged in this transaction on behalf of, or instigating or facilitating this transaction on behalf of, any such person, group, entity or nation.
12. If closing services are to be paid by Seller, Seller reserves the right to choose title, abstract, or other appropriate agents. Closing will not occur until proceeds are available to be paid to Seller in

BUYER'S INITIALS: \_\_\_\_\_

SELLER'S INITIALS: \_\_\_\_\_

cash or immediately available funds. Seller reserves the right to conduct its portion of the closing via overnight mail and electronic transfer of funds.

13. Real estate taxes shall be prorated to the closing date based on the last available tax bill. All prorations are final.
14. Any broker's commission due shall be earned and payable only if and when the sale of the Property is closed pursuant to the Agreement to Purchase. The rate of commission is as agreed in the listing agreement with broker and shall be paid by the closing agent as directed by Seller.
15. Buyer may not seek specific performance or any other legal or equitable remedies against Seller.
16. Seller's insurance and all utility services, if any, related to the Property are to be canceled upon closing of sale.
17. This Addendum, upon its execution by both parties, is made an integral part of the Agreement. If there is any conflict between this Addendum and any provision of the Agreement, this Addendum shall be considered the governing document and all other provisions of the Agreement to Purchase not in conflict with this Addendum shall remain in full force and effect.

Executed by Buyer on this \_\_\_\_\_ day of August, 2024 and by Seller on the date indicated below.

**BUYER:**

Signed: \_\_\_\_\_

Signed: \_\_\_\_\_

**SELLER:**

Signing in its capacity as Trustee of the Jim R.  
Cole Exempt Lifetime Trust  
BOKF, NA., dba Bank of Texas, by its duly-  
authorized officer:

By: \_\_\_\_\_  
RUSSELL JONES, Vice-President and Trust  
Officer

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

## PRE-CLOSING ACCESS ADDENDUM

*(Applies only if Buyer elects to have pre-closing access.)*

This Addendum is executed in connection with an Agreement to Purchase and Seller's Addendum (collectively, the "Purchase Agreement") pursuant to which the undersigned Buyer(s) (hereinafter "Buyer", whether one or more) has/have agreed to purchase from BOKF NA, doing business as Bank of Texas, in its capacity as the Trustee of the Jim R. Cole Exempt Lifetime Trust ("Seller"), the real estate identified in the Purchase Agreement (the "Property"), being one or more of the tracts located in Fayette County, Texas and put up for bids via sealed bid auction with an advertised bid deadline on August 29, 2024.

- 1. Grant of License.** Upon execution of the Purchase Agreement and this Addendum and prior to Buyer's acquisition of title pursuant to the Purchase Agreement at closing (the "Closing"), Buyer shall have a license to enter upon the Property for the sole and limited purpose of conducting Authorized Activities, subject to the terms and conditions of this Addendum. This Addendum grants only a limited, temporary license under the terms and conditions stated herein. Nothing herein shall be construed to create or convey (and Buyer hereby disclaims) any leasehold interest, right of exclusive possession, or other legal or equitable interest in the Property by virtue of this Addendum.
- 2. Authorized Activities.** As used herein, the term "Authorized Activities" refers to: preliminary planning and design activities for Buyer's use of the Property after Closing; PROVIDED, HOWEVER, these Authorized Activities shall not include any construction, removal or moving of any property or any change that affects the Property, nor interfere or hinder Seller's business on the Property, during the term of this Addendum as set forth in Section 3 below ("Term"). Authorized Activities shall be conducted in compliance with all applicable laws, taking all reasonable measures to prevent injury to person or damage to property. Until the Closing, Buyer shall not: (a) conduct or permit any activities on the Property other than the Authorized Activities; or (b) make any alteration of, change to or improvement on the Property other than alterations and/or changes that are clearly contemplated by the description (and clearly entailed by the performance) of Authorized Activities, as expressly defined above. Buyer assumes responsibility for all expenses incurred in connection with the Authorized Activities.
- 3. Term.** The Term of this Addendum shall commence on the date Buyer satisfies all the conditions of Section 4 below and shall terminate at 5:00 p.m. CST on October 2, 2024 and will also be terminable at Seller's discretion if Buyer breaches any terms of this Addendum. In the event this Addendum is terminated by Seller for Buyer's breach of the terms of this Addendum, Buyer by his-her-its signature to this Addendum instructs the Escrow Agent as defined in the Agreement to Purchase to release and deliver to Seller the Additional Earnest Money, as set forth in Section 4 below.
- 4. Additional Earnest Money.** Buyer shall not conduct any Authorized Activities prior to Closing unless and until Buyer has delivered as additional earnest money a sum equal to 4% of the purchase price due under the Purchase Agreement (the "Additional Earnest Money"), in addition to the earnest money otherwise required under the Purchase Agreement. The Additional Earnest Money shall be delivered to the same escrow agent holding the earnest money otherwise delivered pursuant to the Purchase Agreement, to be held and disbursed pursuant to the same terms and conditions that apply to the earnest money under the terms of the Purchase Agreement, except as otherwise provided in Section 3 above.
- 5. Indemnification.** As a material part of the consideration for the license granted herein, Buyer hereby: (a) assumes all risk of Loss (as defined below); (b) waives and releases any claim against Seller for any Loss; and (c) agrees to defend, protect, indemnify and hold harmless Seller from and against (and to the extent paid by Seller, Buyer agrees to reimburse Seller for) any Loss and any and all liabilities, suits, actions, judgments, costs and expenses (including attorneys' fees and expenses) incurred by Seller in connection with any Loss. "Loss" means any injury to or death of any person and/or any damage to or loss of property (whether sustained by Buyer, Seller, or any other person or entity, and whether due to the fault of Buyer or others) directly or indirectly arising out of or resulting from or in any way connected with: (i) the Authorized Activities; (ii) the entry upon the Property by Buyer; (iii) the entry upon the Property by any other person in connection with the Authorized Activities and/or with the express, implied, actual or ostensive permission of Buyer; and/or (d) any breach of or default with respect to any obligation of Buyer under this Addendum. Buyer's obligation under this paragraph shall survive notwithstanding: (A) Buyer's acquisition of the Property at a Closing; (B) the failure of Buyer to acquire the Property for any reason; and/or (C) the termination of the Purchase Agreement and/or this Addendum for any reason. If Buyer consists of more than one individual and/or entity, Buyer's obligations under this paragraph shall be joint and several as between each such individual and/or entity.
- 6. Insurance.** Prior to entry onto the Property, Buyer shall furnish to Seller valid insurance certificates for worker's compensation, general liability, automotive liability and property damage with umbrella coverage in an amount not less than One Million Dollars (\$1,000,000.00) maintained by Buyer. Buyer agrees to maintain said insurance through the date of term of this Agreement. Maintenance of said insurance is in no manner to be considered a limitation on the indemnity obligations imposed on Buyer herein. This provision shall survive closing or if no closing occurs.
- 7. Buyer's Failure to Acquire Property.** If for any reason Buyer fails to acquire the Property pursuant to the Purchase Agreement: (a) the rights of Buyer under this Addendum shall terminate immediately, if not earlier terminated herein, as of the earliest time that Seller is no longer obligated to sell the Property pursuant to the terms of the Purchase Agreement; and (b) Buyer shall not be entitled to any reimbursement for Buyer's time, expenses and/or inputs in connection with any Authorized Activities.

8. **Additional Limitations and Conditions.** This Addendum shall not be recorded. The rights granted to Buyer in this Addendum may not be assigned, sold, transferred, leased, pledged or mortgaged by Buyer. Until Closing, Seller reserves all rights and privileges that are not inconsistent with the limited rights specifically granted to Buyer in this Addendum.
9. **Prospective Tenants; Third Parties.** Buyer has no right to lease the Property prior to Closing. However, Buyer may permit a third party to conduct Authorized Activities on behalf of Buyer prior to expiration of the Term of this Addendum as set forth in Section 3 above. Buyer shall notify any such third party of the provisions of this Addendum and Buyer shall indemnify and hold harmless Seller and Seller's agents from and against all claims of any such third party.

**BUYER:** Printed Name(s): \_\_\_\_\_

Signature(s): \_\_\_\_\_ Date: \_\_\_\_\_

**SELLER:** BOKF NA, doing business as Bank of Texas, in its capacity as the Trustee of the Jim R. Cole Exempt Lifetime Trust, by:

Sign: \_\_\_\_\_ Print: \_\_\_\_\_ Date: \_\_\_\_\_

**COMMITMENT FOR TITLE INSURANCE T-7**

**ISSUED BY**

**SCHEDULE A**

Effective Date: **August 2, 2024, 8:00 am**

GF No. **FA-24-246**

Commitment No. \_\_\_\_\_, issued **August 13, 2024, 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:  
PROPOSED INSURED:
  - c. LOAN POLICY OF TITLE INSURANCE (Form T-2)  
Policy Amount:  
PROPOSED INSURED:  
Proposed Borrower:
  - 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: **Fee Simple**
3. Record title to the land on the Effective Date appears to be vested in:  
**BOKF NA, doing business as Bank of Texas, in its capacity as the Trustee of the Jim R. Cole Exempt Lifetime Trust**

4. Legal description of land:  
See Exhibit "A" attached hereto and made a part hereof for all purposes pertinent.

Being the same property described in Deed effective April 27, 2023, executed by Scott A. Morrison, Independent Executor of the Estate of E. J. Cole, Deceased to BOKF NA, doing business as Bank of Texas, in its capacity as the Trustee of the Jim R. Cole Exempt Lifetime Trust, recorded in Volume 2098, Page 532, Official Records of Fayette County, Texas.

NOTE: The Company is prohibited from insuring the area or quantity of land described herein. Any statement in the above legal description of the area of quantity of land is not a representation that such area or quantity is correct, but is made only for informational and/or identification purposes and does not override Item 2 of Schedule B hereof.

Countersigned  
**Botts Title Company**

By   
Authorized Signature

## 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):~~
2. Any discrepancies, conflicts, or shortages in area or boundary lines, or any encroachments or protrusions, or any overlapping of improvements.
3. Homestead or community property or survivorship rights, if any of any spouse of any insured. (Applies to the Owner's Policy only.)
4. Any titles or rights asserted by anyone, including, but not limited to, persons, the public, corporations, governments or other entities,
  - a. to tidelands, or lands comprising the shores or beds of navigable or perennial rivers and streams, lakes, bays, gulfs or oceans, or
  - b. to lands beyond the line of the harbor or bulkhead lines as established or changed by any government, or
  - c. to filled-in lands, or artificial islands, or
  - d. to statutory water rights, including riparian rights, or
  - e. to the area extending from the line of mean low tide to the line of vegetation, or the 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.)
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. **Rights of Parties in possession. (Owner's Title Policy Only)**
  - b. **Such presently valid and subsisting easements, if any, to which the above property is subject, as may be actually located upon the ground, which are not of record.**
  - c. **Any portion of the property herein described, if any, which falls within the boundaries of any road or roadway.**
  - d. **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.**
  - e. **The tax certificate furnished by the taxing authorities is issued on real property only. It does not include taxes on the mineral estate and/or personal property, therefore, no liability is assumed hereunder for the payment of said taxes on the mineral estate and/or personal property.**
  - f. **All leases, grants, exceptions or reservations of coal, lignite, oil, gas and other minerals together with all rights, privileges, and immunities relating thereto, appearing in the Public Records whether listed in Schedule B or not. There may be leases, grants, exceptions or reservations of mineral interest that are not listed.**
  - g. **All leases, grants, exceptions or reservations of the 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 the geothermal energy and associated resources below the surface of the land that are not listed.**
  - h. **Fayette County Groundwater Conservation District stating the District Rules filed April 8, 2004, recorded in Volume 1260, Page 142, Official Records of Fayette County, Texas, and revised in Volume 1384, Page 493, Official Records of Fayette County, Texas, together with all rights incident thereto. TITLE to said interest not checked subsequent to date of such document.**
  - i. **Any rights that may have been created by a certain Petition for the organization of Lee, Fayette, Colorado Counties, Cummins Creek Water Control and Improvement District No. 1, as shown by an instrument dated January 5, 1956, recorded in Volume 286, Page 370, Deed Records of Fayette County, Texas, and Order of Confirmation recorded in Volume 291, Page 148, Deed Records of Fayette County, Texas, and also Appointment recorded in Volume 291, Page 625, Deed Records of Fayette County, Texas, and Amended and Restated in Volume 1842, Page 435, Official Records of Fayette County, Texas and further amended in Volume 1874, Page 160, Official Records of Fayette County, Texas, and further Amended and Restated in Volume 1976, Page 380, Official Records of Fayette County, Texas, and further Amended and Restated in Volume 2025, Page 172, Official Records of Fayette County, Texas, and further Amended and Restated in Volume 2109, Page 777, Official Records of Fayette County, Texas, together with all rights incident thereto. TITLE to said interest not checked subsequent to date of such document.**
  - j. **Flood Damage Prevention Regulations regarding development in the unincorporated areas of Fayette County, Texas effective July 3, 2017, recorded in Volume 1822, Page 706, Official Records of Fayette County, Texas, together with all rights incident thereto. TITLE to said interest not checked subsequent to date of such document.**
  - k. **Rights of tenant(s) in possession under unrecorded lease(s) or rental agreement(s).**
  - l. **Mineral Deed dated February 2, 1995, executed by Thomas Gene Mikeska, et ux to Evelyn M. Mikeska, recorded in Volume 916, Page 257, Deed Records of Fayette County, Texas, together with all rights incident thereto. TITLE to said interest not checked subsequent to date of such document.**

- m. Mineral and/or Royalty Reservation appearing in Deed dated February 2, 1995, executed by Evelyn E. Mikeska and Thomas Gene Mikeska to Edmond D. Lively and wife, Marian B. Lively, recorded in Volume 916, Page 263, Deed Records of Fayette County, Texas, together with all rights incident thereto. TITLE to said interest not checked subsequent to date of such document.
- n. Pipeline Right of Way dated April 14, 1993, executed by Evelyn E. Mikeska to Phillips Natural Gas Company, recorded in Volume 868, Page 273, Deed Records of Fayette County, Texas, together with all rights incident thereto. TITLE to said interest not checked subsequent to date of such document.
- o. Pipeline Right of Way designated in Condemnation Suit filed in Fayette County District Court, Case No. 233A, styled Phillips Natural Gas Company vs. Evelyn E. Mikeska, which designates a 1.03 acre right of way.
- p. Easement dated March 26, 1947, executed by Walter L. Veith and wife, Nathalie Veith to Fayette Electric Cooperative, Inc., recorded in Volume 221, Page 65, Deed Records of Fayette County, Texas, together with all rights incident thereto. TITLE to said interest not checked subsequent to date of such document.
- q. Right of Way Easement dated September 24, 2002, executed by Marian B. Lively to Fayette Electric Cooperative, Inc., recorded in Volume 1193, Page 469, Official Records of Fayette County, Texas, together with all rights incident thereto. TITLE to said interest not checked subsequent to date of such document.
- r. Oil, Gas and Mineral Lease dated June 9, 2000, executed by Marian Bess Lively, Individually and as Independent Executrix of the Estate of Edmond D. Lively, Deceased to Orbis Energy, LLC, recorded in Volume 1101, Page 377, Official Records of Fayette County, Texas, together with all rights incident thereto. TITLE to said interest not checked subsequent to date of such document.
- s. Right of Way Easement dated October 30, 1959, executed by Vollie L. English and Mrs. V. L. English to State of Texas, recorded in Volume 339, Page 276, Deed Records of Fayette County, Texas, together with all rights incident thereto. TITLE to said interest not checked subsequent to date of such document.
- t. Right of Way Deed dated October 11, 1924, executed by P. D. Krause to John P. Ehlinger, County Judge, recorded in Volume 122, Page 327, Deed Records of Fayette County, Texas, together with all rights incident thereto. TITLE to said interest not checked subsequent to date of such document.
- u. Right of Way as set out in Deed dated December 12, 1921, executed by P. D. Krause to John P. Ehlinger, County Judge, recorded in Volume 115, Page 346, Deed Records of Fayette County, Texas, together with all rights incident thereto. TITLE to said interest not checked subsequent to date of such document.
- v. Ratification of Lease dated May 13, 1991, executed by Evelyn E. Mikeska to Capital Risk Management Corporation, recorded in Volume 311, Page 327, Oil and Gas Lease Records of Fayette County, Texas, together with all rights incident thereto. TITLE to said interest not checked subsequent to date of such document.
- w. Jury of View dated January 30, 1929, executed by Henry Thielmann and E. F. Hueske to State of Texas, recorded in Volume 144, Page 21, Deed Records of Fayette County, Texas, together with all rights incident thereto. TITLE to said interest not checked subsequent to date of such document.
- x. Oil, Gas and Mineral Lease dated August 2, 1984, executed by Evelyn E. Mikeska to John M. Wainwright, recorded in Volume 222, Page 237, Oil and Gas Records of Fayette County, Texas, together with all rights incident thereto. TITLE to said interest not checked subsequent to date of such document.
- y. Mineral and/or Royalty Reservation(s) appearing in the Deed dated March 21, 2017, executed by Barbara Ann Seargeant and husband, Thomas Dee Seargeant, Johnnie Ray Richards and wife, Lisa Laurette Richards to Elwyn J. Cole, recorded in Volume 1808, Page 305, Official Records of Fayette County, Texas, together with all rights incident thereto. TITLE to said interest not checked subsequent to date of such

- document. (10.114 acres)
- z. Notice to Purchaser filed March 22, 2017, between Barbara Ann Seargeant and Thomas Dee Seargeant and Johnnie Ray Richards and Lisa Laurette Richards and Elwyn J. Cole, recorded in Volume 1808, Page 299, Official Records of Fayette County, Texas, together with all rights incident thereto. TITLE to said interest not checked subsequent to date of such document. (10.114 acres)
- aa. Notice to Purchaser filed March 22, 2017, between Barbara Ann Seargeant and Thomas Dee Seargeant and Johnnie Ray Richards and Lisa Laurette Richards and Elwyn J. Cole, recorded in Volume 1808, Page 302, Official Records of Fayette County, Texas, together with all rights incident thereto. TITLE to said interest not checked subsequent to date of such document. (10.114 acres)
- bb. Any claim, right or assertion, including rights of ingress and egress, in and to the overhead electric lines, septic and underground cable signs as shown on survey plat dated March 7, 2016, prepared by Timothy D. Hearitige, R.P.L.S. No. 5036. (10.114 acres)
- cc. Any rights, claims or other matters which may exist or arise by virtue of deed line overlap as shown on survey plat dated March 7, 2016, prepared by Timothy D. Hearitige, R.P.L.S. No. 5036. (10.114 acres)
- dd. Mineral and/or Royalty Reservation appearing in the Deed dated November 3, 2004, executed by Marian B. Lively, aka Marian Bess Lively, Individually and as Independent Executrix of the Estate of Edmond D. Lively, Deceased to Elwyn J. Cole, recorded in Volume 1288, Page 831, Official Records of Fayette County, Texas, together with all rights incident thereto. TITLE to said interest not checked subsequent to date of such document. (7.30 acres)
- ee. Notice to Purchaser filed November 3, 2004, between Marian B. Lively, Individually and as Independent Executrix of the Estate of Edmond D. Lively, Deceased and Elwyn J. Cole, recorded in Volume 1288, Page 829, Official Records of Fayette County, Texas, together with all rights incident thereto. TITLE to said interest not checked subsequent to date of such document. (7.30 acres)
- ff. Notice to Purchaser filed November 3, 2004, between Marian B. Lively, Individually and as Independent Executrix of the Estate of Edmond D. Lively, Deceased and Elwyn J. Cole, recorded in Volume 1288, Page 830, Official Records of Fayette County, Texas, together with all rights incident thereto. TITLE to said interest not checked subsequent to date of such document. (7.30 acres)
- gg. Telecommunications Easement dated September 18, 2009, executed by Elwyn J. Cole to Colorado Valley Telephone Cooperative, Inc., recorded in Volume 1497, Page 783, Official Records of Fayette County, Texas, together with all rights incident thereto. TITLE to said interest not checked subsequent to date of such document. (7.30 acres)
- hh. Telecommunications Easement dated February 14, 2017, executed by Elwyn J. Cole to Colorado Valley Telephone Cooperative, Inc., recorded in Volume 1808, Page 230, Official Records of Fayette County, Texas, together with all rights incident thereto. TITLE to said interest not checked subsequent to date of such document. (7.30 acres)
- ii. Any rights, claims or other matters which may exist or arise by virtue of the discrepancy between the fence line and actual property line as shown on survey plat dated October 26, 2004 prepared by Rocky Von Roesler, R.P.L.S. No. 4702. (7.30 acres)
- jj. Any claim, right or assertion, including rights of ingress and egress, in and to the overhead electric lines as shown on survey plat dated October 26, 2004 prepared by Rocky Von Roesler, R.P.L.S. No. 4702. (7.30 acres)
- kk. Mineral and/or Royalty Reservation appearing in the Deed dated December 16, 2004, executed by Marian B. Lively, aka Marian Bess Lively, Individually and as Independent Executrix of the Estate of Edmond D. Lively, Deceased to Elwyn J. Cole, recorded in Volume 1293, Page 322, Official Records of Fayette County,

- Texas, together with all rights incident thereto. TITLE to said interest not checked subsequent to date of such document. (5.00 acres)
- ll. Notice to Purchaser filed December 16, 2004, between Marian B. Lively, Individually and as Independent Executrix of the Estate of Edmond D. Lively, Deceased and Elwyn J. Cole, recorded in Volume 1293, Page 321, Official Records of Fayette County, Texas, together with all rights incident thereto. TITLE to said interest not checked subsequent to date of such document. (5.00 acres)
- mm. Notice to Purchaser filed December 16, 2004, between Marian B. Lively, Individually and as Independent Executrix of the Estate of Edmond D. Lively, Deceased and Elwyn J. Cole, recorded in Volume 1293, Page 320, Official Records of Fayette County, Texas, together with all rights incident thereto. TITLE to said interest not checked subsequent to date of such document. (5.00 acres)
- nn. Affidavit to the Public regarding on-site sewage facilities dated February 14, 2020, executed by Elwyn J. Cole to the Public, recorded in Volume 1932, Page 328, Official Records of Fayette County, Texas, together with all rights incident thereto. TITLE to said interest not checked subsequent to date of such document. (5.00 acres)
- oo. Any claim, right or assertion, including rights of ingress and egress, in and to the GPM Pipelines running along the north side of property as shown on survey plat dated October 26, 2004, prepared by Rocky Von Roesler, R.P.L.S. No. 4702. (5.00 acres)
- pp. Any claim, right or assertion, including rights of ingress and egress, in and to the overhead electric lines as shown on survey plat dated October 26, 2004, prepared by Rocky Von Roesler, R.P.L.S. No. 4702. (5.00 acres)

## 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. **Require all taxes be paid up and including 2023.**
6. **Require execution of an Affidavit as to Debts and Liens by Sellers.**
7. **Require execution of Waiver of Inspection form by Buyers.**
8. **This is a preliminary Title Commitment for the benefit of Schrader + Wellings Real Estate & Auction Company to provide preliminary title evidence only and should not be shared or used with any other parties. Upon receipt of a fully executed contract, Company will update title and reserves the right to make additional requirements and/or exceptions.**
9. **Provide marital history information on Elwyn J. Cole (previous owner) from November 3, 2004 to November 29, 2020. If there has been any change in the marital status, the Company must be satisfied that there is no outstanding interest. Additional exceptions and/or requirements may be made upon receipt and review.**
10. **A determination must be made as to whether or not the Estate of E. J. Cole, Deceased, filed under Cause No. 11531, Probate Court of Colorado County, Texas, constitutes a taxable estate for federal estate tax and/or state inheritance tax purposes. Company requires review of the following:**
  - a) Estate tax returns;
  - b) Inventory, Appraisal and List of Claims on the Estate; or
  - c) Such other information as may be relevant to the taxability of said Estate.

**Further, require any debts or claims owing on the Estate to be paid, if applicable.**

**Company reserves the right to make additional exceptions and/or requirements upon receipt and review.**

11. **We must be furnished with an executed copy of the Jim R. Cole Exempt Lifetime Trust along with any and all amendments thereof. Additional exceptions and/or requirements may be made upon receipt and review.**

12. Obtain and file for record a Notice to Purchaser of Fayette County Groundwater Conservation District from BOKF NA, doing business as Bank of Texas, in its capacity as the Trustee of the Jim R. Cole Exempt Lifetime Trust to Buyer(s).
13. Obtain and file for record a Notice to Purchaser of Cummins Creek Water Control Improvement District from BOKF NA, doing business as Bank of Texas, in its capacity as the Trustee of the Jim R. Cole Exempt Lifetime Trust to Buyer(s).
14. Obtain and file for record a Warranty Deed from BOKF NA, doing business as Bank of Texas, in its capacity as the Trustee of the Jim R. Cole Exempt Lifetime Trust vesting title in Buyer(s).
15. If Company is to delete the appropriate portion on the standard survey exception and provide a T-19 endorsement, obtain on a form and in a manner acceptable to this Company a survey and field notes from a Registered Public Surveyor showing the following: (a) the location of all improvements, and showing the exact location of all building lines in relation to the property lines; (b) easements and/or rights of way dedicated or not, that a physical inspection of the premises might disclose; (c) indicating and labeling all encroachments, or on the face of the survey, "No Encroachments". Any survey required in the current transaction must be submitted to Company at least 24 hours prior to closing for review. Company reserves the right to make additional exceptions and/or requirements upon receipt and review of said survey. **TITLE COMPANY WILL NOT AND DOES NOT ORDER SURVEYS.** The ordering of surveys is the responsibility of the parties.
16. If a Loan Policy contemplated by this commitment is subsequent issued to the proposed lender shown on Schedule A, at the request of the proposed lender, upon the ISSUANCE of the loan policy the insured lender on Schedule A of the loan policy will appear as follows: "(Name of Proposed Lender), and each successor in ownership of the indebtedness secured by the insured mortgage, except a successor who is an obligor under the provision of Section 12(c) of the Conditions."
17. Title Company must be furnished with any closing package from lender at least 24 hours prior and 48 hours prior if a Home Equity Loan to closing for review. Company reserves the right to make additional exceptions and/or requirements upon receipt and review of said closing instructions.
18. Underwriter requires a copy of a valid photo identification of all parties executing documents at closing be kept in guarantee file. (i.e. Driver's License, Passport, Governmental ID)
19. All instruments must be created on forms satisfactory to Title Company.
20. Note to all Buyers, Sellers, Borrowers, Lenders and all parties interested in the transaction covered by this Commitment. The following constitutes major changes in the procedures and requirements for disbursement of funds by the Title Agent pursuant to this transaction: Effective August 1, 1988, the State Board of Insurance has adopted Procedural Rule P-27 which requires that "Good Funds" be received and deposited before a Title Agent may disburse from its trust fund account. The term "Good Funds" is defined as: (1) Cash or wire transfers; (2) Certified funds, including certified checks and cashier's checks; (3) Uncertified funds in amounts less than \$1,500.00, including checks, traveler's checks, money orders and negotiable orders of withdrawal; provided multiple items shall not be used to avoid the \$1,500.00 limitation; and (4) Uncertified funds in amounts of \$1,500.00 or more, drafts and any other items when collected by the financial institution.

COMMITMENT FOR TITLE INSURANCE

SCHEDULE D

GF No. FA-24-246

Effective Date: August 2, 2024, 8:00 am

Pursuant to the requirements of Rule P-21, Basic Manual of Rules, Rates and Forms for the writing of Title Insurance in the State of Texas, the following disclosures are made:

1. The following individuals are directors and/or officers, as indicated, of the Title Insurance Company issuing this Commitment

2. Agent: Botts Title Company

Shareholder, owner, partner or other person having, owning or controlling one percent (1%) or more of the Title Insurance Agent: Val Walters

Shareholder, owner, partner or other person having, owning or controlling ten percent (10%) or more of an entity that has, owns or controls one percent (1%) or more of the Title Insurance Agent: None

If the Title Insurance Agent is a corporation, the following is a list of the members of the Board of Directors: Val Walters

If the Title Insurance Agent is a corporation, the following is a list of its officers: President & Secretary: Val Walters

3. You are entitled to receive advance disclosure of settlement charges in connection with the proposed transaction to which this commitment relates. Upon your request, such disclosure will be made to you. Additionally, the name of any person, firm or corporation receiving a portion of the premium from the settlement of this transaction will be disclosed on the closing or settlement statement.

You are further advised that the estimated title premium\* is:

Owner's Policy	<u>                    </u>	<b>\$TBD</b>
Loan Policy	<u>                    </u>	<b>\$0.00</b>
Endorsement Charges	<u>                    </u>	<b>\$0.00</b>
Other	<u>                    </u>	<b>\$0.00</b>
Total	<u>                    </u>	<b>\$TBD</b>

Of this total amount: 15% will be paid to the policy issuing Title Insurance Company; 85% will be retained by the issuing Title Insurance Agent; and the remainder of the estimated premium will be paid to other parties as follows:

<u>Amount</u>	<u>To Whom</u>	<u>For Services</u>
---------------	----------------	---------------------

" \*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."

# EXHIBIT "A"

Tract 1:  
Parcel A:

STATE OF TEXAS            )  
                                  )  
COUNTY OF FAYETTE        )

## Land Description

BEING a 7.30 acre tract of land, being part of the D.E. Colton Survey, Abstract 33 of Fayette County, Texas. and being a all of that called "Second Tract" as conveyed to Edmond D. Lively and wife, Marian B. Lively as recorded in volume 916, page 263 of the Deed Records of Fayette County, Texas, and being more particularly described as follows;

BEGINNING at a 1/2" iron rod set in the Northeast line of Farm to Market Road 954 for the Southwest corner hereof;

THENCE with the East line of Farm to Market Road 954 North 02 deg. 14 min. 00 sec. West 57.23 feet to a 1/2" iron rod set in the intersection of the Southeast line of State Highway 237 and the East line of Farm to Market Road 954 for an exterior corner hereof;

THENCE with the Southeast line of State Highway 237 North 42 deg. 55 min. 10 sec. East 524.20 feet to a 1/2" iron rod set for the West corner of a Edmond Lively parent "First Tract" (volume 916, page 263) and for the North corner hereof;

THENCE with the Southwest line of the Lively "First Tract" South 47 deg. 13 min. 38 sec. East 583.58 feet to a 1/2" iron rod set for an angle point of the Lively "First Tract", the North corner of a David Nester tract (volume 826, page 609) and for the East corner hereof;

THENCE with the Northwest line of the Nester tract South 43 deg. 47 min. 00 sec. West 500.84 feet to a 1/2" iron rod set in the Northeast line of Farm to Market Road 954 for the West corner of the Nester tract and for the South corner hereof;

THENCE with the Northeast line of Farm to Market Road 949 with a curve to the right having a radius of 1382.38 feet, a length of 446.58 feet and a chord which bears North 55 deg. 40 min. 00 sec. West 444.64 feet to a 1/2" iron rod set for an angle point hereof;

THENCE with the Northeast line of Farm to Market Road 954 North 46 deg. 25 min. 00 sec. West 95.80 feet to the PLACE OF BEGINNING, containing 7.30 acres of land.

I hereby certify that this land description represents the facts as found during an on the ground survey made under my direct supervision on October 26, 2004, and that it substantially conforms to the current Standards and Specifications for a Category 1A, Condition IV Survey.

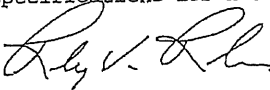
  
Rocky Von Roesler  
Registered Professional Land Surveyor  
Number 4702





EXHIBIT "A"

Tract 1:  
Parcel B:

STATE OF TEXAS )  
COUNTY OF FAYETTE )

Land Description

BEING a 5.00 acre tract of land, being part of the D. E. Colton Survey, Abstract 33 of Fayette County, Texas, and being part of that "First Tract" as conveyed to Edmond D. Lively and wife, Marian B. Lively as recorded in volume 916, page 263 of the Deed Records of Fayette County, Texas, and being more particularly described as follows;

BEGINNING at a 1/2" iron rod found in the Southeast line of State Highway 237 for the West corner of a David Kay tract (volume 1263, page 715) and for the North corner hereof;

THENCE with the Southwest line of the Kay tract South 28 deg. 01 min. 20 sec. East 593.00 feet to a 1/2" iron rod found for the South corner of the Kay tract and for the East corner hereof;

THENCE across the parent tract South 26 deg. 19 min. 06 sec. West 273.79 feet to a 1/2" iron rod set in the Northeast line of a David Nester tract (volume 826, page 609) for the West corner of the residual of the parent "First Tract", an exterior corner of the Nester tract and for the South corner hereof;

THENCE with the Northeast line of the Nester tract North 60 deg. 54 min. 00 sec. West 30.27 feet to a 1/2" iron rod set for an angle point hereof;

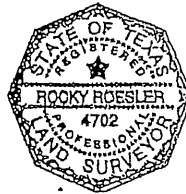
THENCE with the Northeast line of the Nester tract North 51 deg. 43 min. 00 sec. West 25.83 feet to a 1/2" iron rod set for the East corner of a 7.30 acre Edmond Lively tract (volume 916, page 263), the North corner of the Nester tract and for an angle point hereof;

THENCE with the Northeast line of the Lively 7.30 acre tract North 47 deg. 13 min. 38 sec. West 583.58 feet to a 1/2" iron rod set in the Southeast line of State Highway 237 for the North corner of the 7.30 acre tract and for the West corner hereof;

THENCE with the Southeast line of State Highway 237 North 42 deg. 55 min. 10 sec. East 466.82 feet to the PLACE OF BEGINNING, containing 5.00 acres of land.

I hereby certify that this land description represents the facts as found during an on the ground survey made under my direct supervision on October 26, 2004, and that it substantially conforms to the current Standards and Specifications for a Category 1A, Condition IV Survey.

Rocky Von Roesler  
Registered Professional Land Surveyor  
Number 4702



Tract 2:

# EXHIBIT "A"

## HEARITIGE SURVEYING, CO.

M. D. HEARITIGE  
7 West Point Loop  
West Point, Texas 78963

Registered Professional Land Surveyor No. 5036  
Licensed State Land Surveyor  
Phone (979)242-3485

March 15, 2016

FIELD NOTE DESCRIPTION OF 10.114 ACRES ACRES OF LAND OUT OF THE DAN E. COLTON LEAGUE (also known as the J.G. ROBINSON LEAGUE), ABSTRACT NO. 33 IN FAYETTE COUNTY, TEXAS, AND BEING THE REMAINDER OF THAT CERTAIN (FIRST TRACT-35.67 ACRE) TRACT OF LAND CONVEYED TO EDMUND D. LIVELY AND MARIAN B. LIVELY IN A DEED AS RECORDED IN VOLUME 916 PAGE 263 OF THE DEED RECORDS OF FAYETTE COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 1/4" iron rod found at the base of a fence corner post in the southwesterly right-of-way line of Huenefeld Lane, being at the most northerly corner of that certain (49,959 acre) tract of land conveyed to Jacquelyn Ditsler in a deed as recorded in Volume 1331 Page 613 of the Official Records of Fayette County, Texas, and also being at the most easterly corner of that certain (First Tract-35.67 acre) tract of land conveyed to Edmund D. Lively and Marian B. Lively in a deed as recorded in Volume 916 Page 263 of the Deed Records of Fayette County, Texas, and being at the most northerly corner of that certain (43,063 acre) tract of land conveyed to Erik P. Littlejohn in a deed as recorded in Volume 1540 Page 290 of the Official Records of Fayette County, Texas, and being 2.6 feet northeast of the southwest line of that certain (49,902 acre) tract of land conveyed to James B. Saxton and Elizabeth Saxton in a deed as recorded in Volume 1353 Page 856 of the Official Records of Fayette County, Texas, and being for the most easterly corner of the tract herein described,

THENCE, leaving the southwesterly right-of-way line of Huenefeld Lane, and with the common line between the Lively tract and the Littlejohn tract, S 47 deg. 37' 37" W 664.46 feet to a 1/2" iron rod found, S 39 deg. 22' 12" W 988.86 feet to a 1/2" iron rod found, and N 48 deg. 40' 49" W 222.19 feet to a 1/4" iron rod found at the most westerly north corner of the Littlejohn tract and being for an angle in the westerly line of this tract,

THENCE, N 26 deg. 18' 25" W 15.51 feet to a 1/2" iron rod found at the most southerly corner of that certain (5.00 acre) tract of land conveyed to David R. Kay in a deed as recorded in Volume 1263 Page 715 of the Official Records of Fayette County, Texas, and also being at the most easterly corner of that certain (5.00 acre) tract of land conveyed to Elwyn J. Cole in a deed as recorded in Volume 1293 Page 322 of the Official Records of Fayette County, Texas, and being for the most westerly corner of this tract,

THENCE, with the southeasterly line of the Kay tract, being in the interior of the Lively tract, N 40 deg. 20' 12" E 487.49 feet to a 1/2" iron rod found at the most easterly corner of the Kay tract, and being the most southerly corner of that certain (14.03 acre) tract of land conveyed to Jackie Leeburajin and Lawrence K. Lee in a deed as recorded in Volume 1345 Page 602 of the Official Records of Fayette County, Texas, and being for an angle in the northwesterly line of this tract,

THENCE, with the southeasterly line of the Leeburajin tract, and continuing in the interior of the Lively tract, N 40 deg. 18' 37" E 555.85 feet to a 1/4" iron rod found, N 37 deg. 27' 54" W 161.04 feet to a 1/2" iron rod found, and N 49 deg. 22' 09" E 631.65 feet to a 1/2" iron rod found, in the southwesterly right-of-way line of Huenefeld Lane, being for the most northerly corner of this tract,

THENCE, with the southwesterly right-of-way line of Huenefeld Lane, and the northeasterly line of the Lively tract, S 47 deg. 11' 51" E 179.22 feet to a 1/4" iron rod set, and S 30 deg. 41' 00" E 132.00 feet, to the PLACE OF BEGINNING, in all containing 10.114 acres of land.

SURVEYED: March 7, 2016

BY:

Timothy D. Hearitige

Registered Professional Land Surveyor No. 5036



ADDRESS : 3625 S ST HWY 237  
ROUND TOP, TEXAS 78954

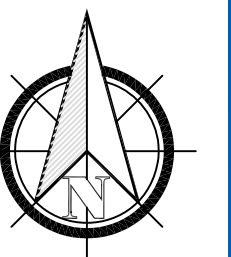
CLIENT : COLE JIM R EXEMPT LIFETIME TRUST

TITLE CO : N/A

GF NO : N/A

LENDER : N/A

A STANDARD LAND SURVEY OF  
A 12.3 ACRE TRACT  
OUT OF THE DAN E. COLTON LEAGUE  
ABSTRACT NO. 33  
FAYETTE COUNTY, TEXAS



SCALE:  
1"=60'

- LEGEND**
- (CM) - CONTROLLING MONUMENT
  - R.O.W. - RIGHT OF WAY
  - F.C.D.R. - FAYETTE COUNTY DEED RECORDS
  - F.C.C.F. - FAYETTE COUNTY CLERKS FILE
  - F.C.M.R. - FAYETTE COUNTY MAP RECORDS
  - B.L. - BUILDING LINE
  - U.E. - UTILITY EASEMENT
  - A.E. - AERIAL EASEMENT
  - COVD. - COVERED
  - CONC. - CONCRETE
  - P.T. - POINT OF TANGENCY
  - P.C. - POINT OF CURVATURE
  - P.R.C. - POINT OF RESERVE CURVE
  - PP - POWER POLE
  - SP - SERVICE POLE
  - LP - LIGHT POLE
  - GW - GUY WIRE
  - GM - GAS METER
  - EM - ELECTRICAL METER
  - WM - WATER METER
  - WB - WATER BIB
  - A/C - AIR CONDITIONER
  - MH - MANHOLE
  - CO - CLEANOUT



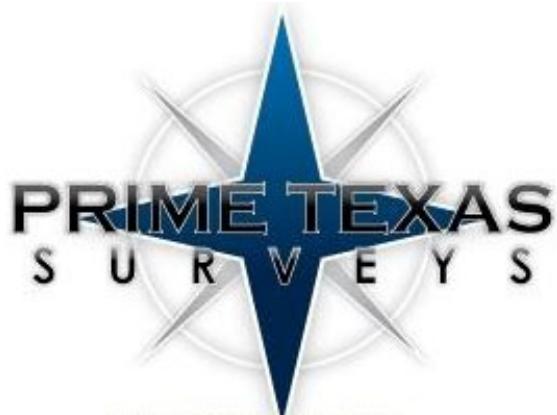
- NOTES:**
- 1) ALL BEARINGS SHOWN ARE REFERENCED PER GPS OBSERVATIONS OF EXISTING MONUMENTATION AND ARE BASED ON NAD83 HORIZONTAL DATUM PROJECTION ZONE TEXAS SOUTH CENTRAL 4204. BEARING BASIS ESTABLISHED ALONG THE SOUTHEAST ROW LINE OF STATE HWY 237
  - 2) THIS SURVEY WAS PREPARED WITHOUT A TITLE COMMITMENT. SURVEYOR HAS NOT ABSTRACTED FOR OTHER EASEMENTS, BUILDING LINES OR OTHER MATTERS OF RECORD THAT MAY AFFECT THIS TRACT.

**FLOOD INFORMATION**  
\*BASED ON VISUAL EXAMINATION, THIS TRACT LIES WITHIN ZONE "X" DEFINED AS "AREAS DETERMINED TO BE OUTSIDE THE 0.2% (100 / 0.2 = 500 YEAR FLOODPLAIN) ANNUAL CHANCE FLOODPLAIN" PER F.E.M.A. FLOOD INSURANCE RATE MAP PANEL NO: 48149C0150C REVISION DATE: 10-17-2006. \*DUE TO INACCURACIES OF F.E.M.A. MAPS PREVENT EXACT DETERMINATION WITHOUT DETAILED FIELD STUDIES.

FILED BY: JL  
DRAWN BY: TF  
CHECKED BY:

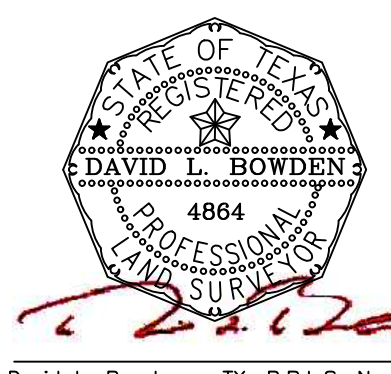
I HEREBY CERTIFY THAT THIS SURVEY WAS MADE ON THE GROUND UNDER MY SUPERVISION AND THAT IT CORRECTLY REPRESENTS THE FACTS FOUND AT THE TIME OF THE SURVEY. THERE WERE NO ENCROACHMENTS APPARENT ON THE GROUND EXCEPT AS SHOWN HEREON.

JOB NO: 240650  
DATE: JULY 26, 2024



Firm No: 10133000  
2417 NORTH FREEWAY  
HOUSTON, TX 77009  
713-864-2400  
www.primetxsurveys.com

CURVE TABLE					
CURVE	RADIUS	LENGTH	CHB	CHL	DELTA
C1	1382.38'	446.58'	N57°35'57"W	444.64'	18°30'34"



David L. Bowden TX. R.P.L.S. No. 4864

ADDRESS : 150 HUENEFELD LANE  
ROUND TOP, TEXAS 78954

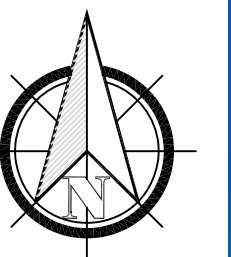
CLIENT : COLE JIM R EXEMPT LIFETIME TRUST

TITLE CO : N/A

GF NO : N/A

LENDER : N/A

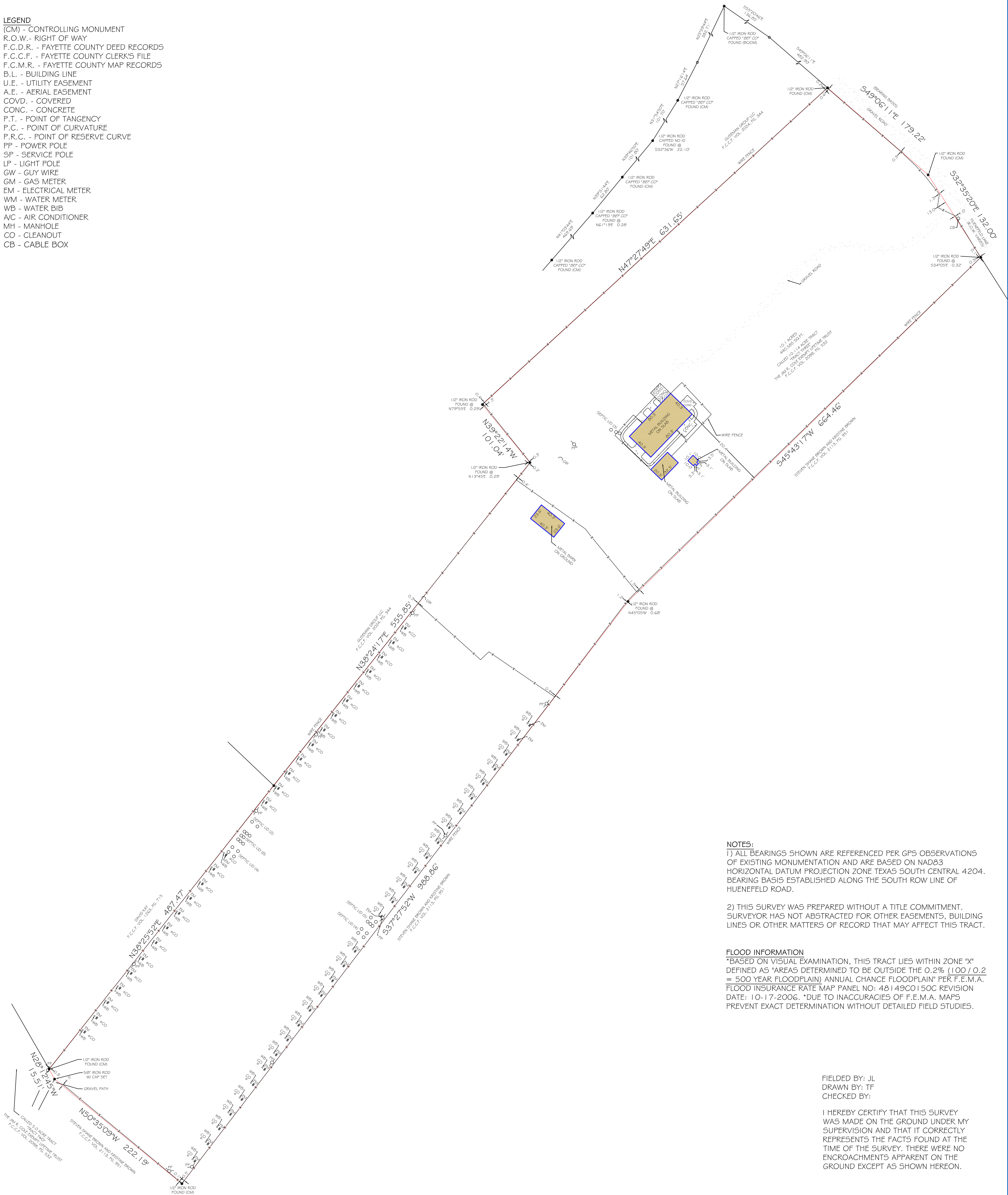
# A STANDARD LAND SURVEY OF A 10.1 ACRE TRACT OUT OF THE DAN E. COLTON LEAGUE ABSTRACT NO. 33 FAYETTE COUNTY, TEXAS



SCALE:  
1"=60'

### LEGEND

- (CM) - CONTROLLING MONUMENT
- R.O.W. - RIGHT OF WAY
- F.C.D.R. - FAYETTE COUNTY DEED RECORDS
- F.C.C.F. - FAYETTE COUNTY CLERKS FILE
- F.C.M.R. - FAYETTE COUNTY MAP RECORDS
- B.L. - BUILDING LINE
- U.E. - UTILITY EASEMENT
- A.E. - AERIAL EASEMENT
- COVD. - COVERED
- CONC. - CONCRETE
- P.T. - POINT OF TANGENCY
- P.C. - POINT OF CURVATURE
- P.R.C. - POINT OF RESERVE CURVE
- PP - POWER POLE
- SP - SERVICE POLE
- LP - LIGHT POLE
- GW - GUY WIRE
- GM - GAS METER
- EM - ELECTRICAL METER
- WM - WATER METER
- WB - WATER BIB
- AVC - AIR CONDITIONER
- MH - MANHOLE
- CO - CLEANOUT
- CB - CABLE BOX



**NOTES:**  
 1) ALL BEARINGS SHOWN ARE REFERENCED PER GPS OBSERVATIONS OF EXISTING MONUMENTATION AND ARE BASED ON NAD83 HORIZONTAL DATUM PROJECTION ZONE TEXAS SOUTH CENTRAL 4204. BEARING BASIS ESTABLISHED ALONG THE SOUTH ROW LINE OF HUENEFELD ROAD.  
 2) THIS SURVEY WAS PREPARED WITHOUT A TITLE COMMITMENT. SURVEYOR HAS NOT ABSTRACTED FOR OTHER EASEMENTS, BUILDING LINES OR OTHER MATTERS OF RECORD THAT MAY AFFECT THIS TRACT.

**FLOOD INFORMATION**  
 \*BASED ON VISUAL EXAMINATION, THIS TRACT LIES WITHIN ZONE "X" DEFINED AS "AREAS DETERMINED TO BE OUTSIDE THE 0.2% (100 / 0.2 = 500 YEAR FLOODPLAIN) ANNUAL CHANCE FLOODPLAIN" PER F.E.M.A. FLOOD INSURANCE RATE MAP PANEL NO: 48149C0150C REVISION DATE: 10-17-2006. \*DUE TO INACCURACIES OF F.E.M.A. MAPS PREVENT EXACT DETERMINATION WITHOUT DETAILED FIELD STUDIES.

FILED BY: JL  
 DRAWN BY: TF  
 CHECKED BY:

I HEREBY CERTIFY THAT THIS SURVEY WAS MADE ON THE GROUND UNDER MY SUPERVISION AND THAT IT CORRECTLY REPRESENTS THE FACTS FOUND AT THE TIME OF THE SURVEY. THERE WERE NO ENCROACHMENTS APPARENT ON THE GROUND EXCEPT AS SHOWN HEREON.

JOB NO: 240649  
 DATE: JULY 26, 2024



Firm No: 10133000  
 2417 NORTH FREEWAY  
 HOUSTON, TX 77009  
 713-864-2400  
 www.primetxsurveys.com



David L. Bowden TX, R.P.L.S. No. 4864